

**CITY OF ELIZABETH CITY, NORTH CAROLINA  
EDUCATION/TRAINING AGREEMENT**

THIS AGREEMENT

By and Between: \_\_\_\_\_

Hereafter called .....**EMPLOYEE**  
and

CITY OF ELIZABETH CITY, a municipality of the State of North Carolina, hereafter  
called ..... **CITY**

WHEREAS, CITY has agreed to provide EMPLOYEE with assistance in developing his/her skills through education and training and,

WHEREAS, the cost incurred by CITY for the training and retention of EMPLOYEE is a substantial burden to the citizens of CITY, the benefit of which will be lost and of no value to CITY if the employment relationship is terminated within 730 days after the final payment of tuition, books, and etc. for the total school term, and

WHEREAS, EMPLOYEE, in consideration of payment for tuition, books, and etc., by CITY, is willing to reimburse CITY for costs incurred by CITY in the training and retention of EMPLOYEE if employment is terminated as hereafter set forth,

NOW, THEREFORE, it is hereby agreed between the parties in consideration of the mutual promises and obligations set forth, as follows:

1. The employment relationship between EMPLOYEE and CITY is terminated as contemplated by this Agreement (a) whenever EMPLOYEE voluntarily elects to terminate the employment relationship, or (b) when the EMPLOYEE is terminated "for cause". As used in this Agreement, "for cause" shall include terminations for EMPLOYEE'S violation of any Federal or State law or CITY or City's Personnel Policy and/or procedure. The final decision of whether termination is "for cause" shall be made by the City Manager. Notwithstanding anything stated by this Agreement, the employment relationship between EMPLOYEE and CITY is without fixed duration, and is at the will of either party without cause. Termination begins as of the date when a resignation is submitted orally or in writing, or when EMPLOYEE is suspended with or without pay and such suspension is followed by termination of employment, or whichever occurs first.

2. EMPLOYEE agrees to pay to CITY the following sum of money as liquidated damages to reimburse CITY for costs incurred by CITY in the training and retention of EMPLOYEE if:

In the event EMPLOYEE **voluntarily resigns** or is **terminated "for cause"** from his position with the CITY within seven hundred thirty (730) days from the date that the total reimbursement is paid by the City, EMPLOYEE shall pay CITY the total sum the reimbursement that the City paid.

**If EMPLOYEE voluntarily resigns or is terminated after seven hundred thirty (730) days from the date of total reimbursement, EMPLOYEE shall have no obligation to pay CITY any sum as reimbursement of training and retention expenses.**

3. It is specifically agreed that this sum is not a penalty for termination, but is rather agreed upon as liquidated damages to compensate CITY for its unreimbursed expenditures to educate EMPLOYEE. It is agreed that liquidated damages are appropriate, based on Employees' desire to obtain additional education/training in their field of employment. The parties agree that

the sums set forth herein bear a reasonable relationship to the actual damages CITY may suffer under the circumstances for EMPLOYEE'S failure to complete at least two full years of employment with CITY after payment of tuition, books, etc. Liquidated damages are reasonable so that EMPLOYEE is not unjustly enriched by EMPLOYEE'S own breach of this Agreement. This sum does not represent an attempt to recover salary paid nor to prevent EMPLOYEE from engaging in any employment of his choice.

4. It is mutually agreed by both parties that a leave of absence granted to EMPLOYEE by CITY for recall to military service or other meritorious reason shall operate to extend the term of this Agreement for a period of time, equal to the time granted for such leave of absence.

5. EMPLOYEE hereby authorizes CITY, pursuant to N.C.G.S. § 95-25.8, to withhold any sum of money due and owing under the terms of this Agreement from anyone paycheck due to EMPLOYEE after notification of termination of employment is provided. In accordance with the Federal Wage and Hour Act, CITY will withhold any amount remaining in excess of the minimum wage for actual hours worked, which will be applied towards the outstanding debt under the terms of this Agreement.

6. This Agreement does not affect any of the CITY'S disciplinary or grievance procedures applicable to Employees.

7. EMPLOYEE agrees that any sum due and owing under this Agreement shall be paid in full, not more than thirty (30) days from termination of employment. EMPLOYEE expressly acknowledges that if he/she fails to make such payment within thirty (30) days, CITY will collect the debt still owing in the appropriate court of law and that he/she will pay any costs or reasonable attorney's fees incurred by CITY in such collection.

8. EMPLOYEE expressly acknowledges that he or she understands that the advice of an independent attorney with respect to this Agreement may be obtained prior to execution of this Agreement. The parties hereto further agree that this document embodies the whole Agreement between them as to the subject matter hereof, and that there are no inducements, promises, terms, conditions or obligations made or entered into other than those contained herein.

The parties hereto have signed this Agreement in ELIZABETH CITY, NORTH CAROLINA this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
EMPLOYEE NAME (Print)

\_\_\_\_\_  
EMPLOYEE SIGNATURE

\_\_\_\_\_  
EMPLOYEE'S ADDRESS

\_\_\_\_\_  
CITY, STATE, ZIP of EMPLOYEE

Sworn to and subscribed before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

CITY OF ELIZABETH CITY

BY: \_\_\_\_\_  
Richard C. Olson, City Manager

ATTEST:

Katherine W. Felton  
Human Resources Director