

## Specialized Training Agreement: Parenting with Love and Limits (PLL) Training Certification

This Agreement (the "Agreement") made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between \_\_\_\_\_, a \_\_\_\_\_ County, (STATE) corporation (hereinafter referred to as "Company") and \_\_\_\_\_, (hereafter referred to as "Employee").

### WHEREAS,

- A. Company wishes enhance services to clients by investing in certification for Employee in the Parenting with Love and Limits therapy model; and
- B. Employee has provided sufficient evidence to be enrolled in the Parenting with Love and Limits program as approved by Company.

**NOW THEREFORE**, the parties agree as follows:

1. Professional Development and Training. The full amount of this Certification training is equal to the cost of the approved training and consultation plus travel costs related to the Certification training. Non-exempt employees will be paid for travel time if they are driving (not a passenger) and/or if the travel time occurs during the employee's normal work hours.
2. Conditions of Professional Development Award.
  - a) Employment. Employee agrees that after completion of the Certification, Employee will demonstrate a willingness to utilize his/her skills for Company, traveling if necessary, to respond to clinical need as identified by his/her supervisor. Employee agrees that prior to or after completion of the Certification, Employee will be encouraged to accept an offer of a position (if available) at any of Company's office locations, including an assignment as an "itinerant" clinician.
  - b) Post Graduate Expectations. Employee agrees that following completion of the specialized training and confirmation of Certification, Employee will maintain employment utilizing this certification with Company for a minimum period of \_\_\_\_\_ calendar year(s).

Employee agrees that if he/she fails to meet the post-certification employment requirements, he/she will reimburse Company a pro-rated amount of the funds used for Certification under this Agreement. Repayment shall be pro-rated according to the amount of funds expended on behalf of Employee for Certification and the length of Employee's post-certification employment. Employee agrees that any reimbursement or repayment of Certification funding due from Employee upon termination may be withheld from Employee's final pay from Company. In the event that deduction from Employee's paycheck does not satisfy the debt, the Employee understands and agrees

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that Company may take further legal action as necessary to recover the amount outstanding. Should Company find it necessary to take legal action to recover any amount due, Employee agrees to be liable for all reasonable collection costs incurred, including but not limited to reasonable attorney's fees.

If Employee's employment with Company is terminated without cause by Company prior to the expiration of the minimum employment period, Employee will not be held responsible for repayment of funds as described herein.

If Employee's employment with Company is terminated by Company for cause, or by Employee for any reason prior to the expiration of the minimum employment period, Employee will be held responsible for repayment of funds as described herein.

### 3. Additional Terms

a) Amendment. Any amendment or alteration to this Agreement shall have effect only upon being made in writing and executed by all parties.

b) At-will Employment. Employee understands and agrees that this Agreement does not create a contract of employment between Company and Employee. Notwithstanding Company's right to reimbursement of funds paid to Employee under this Agreement, Employee's employment by Company is, and will continue to be, "at-will" throughout the period of employment. Either party may terminate the employment relationship with or without cause at any time, with or without advance notice. Only Company has the authority to change the at-will employment of any applicant or any employee, and Company may do so only in writing. Employee may not rely on any written assurance from any other person or on the verbal assurance, conduct or custom of any person regarding the term or any other condition of employment.

c) Entire Agreement. This Agreement constitutes the entire understanding of the parties on the subject matter herein and supersedes any and all other representations or statements by a party or its officers and employees, whether oral or in writing, made prior to the date of this Agreement.

d) Governing Law and Jurisdiction. In all respects this Agreement shall be construed as an agreement made and subject to the laws of the State of \_\_\_\_\_.

e) Legal Counsel. Employee has been encouraged to and has had an opportunity to have this Agreement reviewed by independent legal counsel at Employee's sole expense, and Employee executes the same with a full understanding of the provisions of this Agreement.

f) Right to Revise Policies. Except as otherwise provided for in this Agreement, Employee will remain subject to all Company employee policies and procedures. Employee affirms receipt of a copy of Company's Personnel Handbook. Company may at any time, at its sole discretion, change its personnel policies, job descriptions and staff responsibilities, wages and benefits.

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g) Severability. The invalidity or unenforceability of any one or more provisions of this Agreement shall not invalidate or render unenforceable the remaining provisions. Any illegal or invalid provision of this Agreement shall be severable, and all other provisions shall remain in full force and effect.

h) At-will employment. The parties acknowledge that this agreement shall not alter the at-will nature of their employment relationship.

Company

Employee

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_