

Clint Independent School District Out of State Training Agreement

CLINT INDEPENDENT SCHOOL DISTRICT (the “District”) and the undersigned employee (the “Employee”) hereby enter into this Out of State Training Agreement (“Agreement”). Employee and District collectively shall be referred to as the “Parties.”

RECITALS

WHEREAS, Employee is currently an employee of the District in the employment position of _____; and

WHEREAS, the District’s goal is to provide its employees the best training possible, which may include attendance at conferences/workshops out of the state of Texas.

NOW, THEREFORE, in consideration of the mutual representations, promises and agreements contained herein, including the recitals set forth above, the Employee and District voluntarily enter into this Agreement, and the Parties voluntarily agree as follows:

AGREEMENT

1. The District agrees to pay all travel expenses associated with Employee attending a conference/workshop out of state. **Employee understands that if he/she resigns before working three (3) full school years for the District after receiving training at an out of state conference/workshop, Employee must reimburse the District all travel expenses that the District incurred in providing Employee the training.**
2. Reimbursement by Employee. If the following occurs during the three (3) school years following Employee’s attendance at an out of state conference/workshop:
 - a. The Employee voluntarily resigns from the District;

THEN the Employee shall reimburse the District the agreed reimbursement amount based on the District’s travel expenses pertaining to Employee’s attendance at the out of state conference/workshop. In the event that Employee is required to reimburse the District as provided in this Agreement, one hundred percent (100%) of the total reimbursement amount is due to the District within thirty (30) calendar days from the date of Employee’s resignation, unless otherwise mutually agreed to by the District and Employee in writing.

3. Mandatory Reimbursement. Employee acknowledges and agrees that Employee's reimbursement obligation is mandatory and that failure to satisfy the reimbursement obligation is a breach of this Agreement, which entitles the District to seek enforcement of this Agreement to the fullest extent of the law.
4. Employment. The intent of this Agreement is to provide for the training of the Employee and to specify the consideration that the Employee provides the District in return for the training. If the Employee is at-will, this Agreement does not alter or modify the at-will status of the Employee and shall not be construed in any way as an employment agreement that would confer a property right or interest in continued employment of the Employee.
5. State Law to Apply. This Agreement is to be performed entirely in El Paso County, State of Texas, and the substantive laws of the State of Texas shall govern the validity, construction, enforcement, and interpretation of this Agreement. Mandatory and exclusive venue for any action brought to enforce or interpret this Agreement shall be brought in state district court in El Paso County, Texas.
6. Original Documents. This Agreement may be executed in a number of identical counterparts, each which shall be deemed an original for all purposes. All the Parties hereto further agree that they shall execute any and all documents necessary to affect the intent and purposes of this Agreement. Further, this Agreement supersedes any and all prior oral or written agreements, arrangements or understandings between the parties that relate to any of the subject matter of this Agreement. This Agreement may be modified or terminated only in writing, executed by all the parties hereto.
7. Binding and Severability. **This Agreement is binding and enforceable as any other contract**. This Agreement is severable, and if one or more of the provisions contained in this Agreement is determined to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability does not affect any of the remaining provisions. This Agreement will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein, and the remaining provisions of this Agreement shall be valid and enforceable to the fullest extent of the law.
8. Authority. Each signatory hereto acknowledges, represents, and warrants that they have the requisite authority to execute this Out of State Training Agreement in their respective capacity set forth herein.

I have read and understand this Agreement and agree to abide by its terms and conditions. I am hereby executing this Agreement freely and voluntarily, without coercion or duress, and I was provided an opportunity to consult with legal counsel before executing this Agreement.

Employee Name: _____

Employee Signature: _____

Date signed: _____

Clint Independent School District

By: _____

Dr. Juan I. Martinez, Superintendent

Date signed: _____