

**TOMS RIVER SCHOOLS TRANSPORTATION DEPARTMENT TRAINING AGREEMENT**

THIS AGREEMENT is entered into this \_\_\_ day of \_\_\_\_\_ by and between \_\_\_\_\_ (hereafter referred to as "I", "me", "my" or employee/applicant) and Toms River Regional Schools (hereinafter referred to as the Toms River Schools).

**RECITALS**

WHEREAS, I acknowledge that Toms River Schools intends to provide me specialized training; and;

WHEREAS, I acknowledge that Toms River Schools has an interest in my continued employment in order to benefit from the training I am provided and would not expend the time and expense of training except for my agreement to continue employment; and

WHEREAS, I acknowledge that Toms River Schools will expend funds in providing specialized training to me during my employment; and

WHEREAS, as consideration for the personal benefit I will receive from the training provided and paid for by Toms River Schools, it is agreed as follows:

1. For all eligible employees' appointed after April 1, 2021, and before September 30, 2021, of which I am one, Toms River Schools agrees to and will provide a onetime retention incentive as detailed in Table A below, conditionally paid one-half after six months of employment and one-half after twelve months of employment based on working a minimum of 25 hours per week.

**TABLE A**

<b>Retention Bonus</b>	<b>Amount</b>
RETENTION BONUS #1: FULL CDL WITH P, S AND AIRBRAKES (B)	\$3000.00
RETENTION BONUS #2: FOR SCHOOL BUS DRIVERS WITHOUT THE REQUIRED ENDORSEMENTS	\$1000.00

**TABLE B**

<b>Training Description</b>	<b>Amount</b>
SCHOOL BUS DRIVER TRAINING COST	\$1000.00

2. Reimbursement Obligation for Training:

As an inducement to Toms River Schools to employ me and to provide specialized school bus training and incur training costs as set in paragraph 1.1 if I voluntarily resign or my employment is terminated for just cause at any time prior to one year (1) year immediately following the completion of the specialized school bus training course, I agree to reimburse the Toms River Schools district as set forth in paragraph four (4) and five (5) below for the specialized bus training costs incurred and retention bonus paid by the district.

3. I agree that in order to qualify for the bonuses detailed in TABLE A above I must continuously be employed for twelve months and work a minimum of 25 hours per week.

4. I agree that should I voluntarily resign or my employment with Toms River Schools is terminated for just cause before the completion of twelve months I am not entitled to any bonus detailed in TABLE A. I further agree that in the event that I voluntarily resign or my employment with the Toms River Schools is terminated for just cause after six months of employment but before the completion of twelve months of employment I shall be obligated and personally liable to Toms River Schools for any retention bonus previously paid by Toms River Schools. Such amount owed by me may be totally or partially set off against and deducted from my final payroll check or any other funds owed to me by Toms River Schools. If the amount owed by Toms River Schools to me is less than my obligation for reimbursement, I agree the balance shall continue to be my obligation and shall be paid within six (6) months of my voluntary termination or my termination for just cause.

5. I agree that should I fail to meet the minimum term of continued employment following successful completion of the specialized school bus training course, I shall be obligated and personally liable for the \$1,000 in training costs incurred by Toms River Schools as set forth in paragraph one (1.1) above. Such amount owed by me may be totally or partially set off against and deducted from my final payroll check or any other funds owed to me by Toms River Schools. If the amount owed by Toms River Schools to me is less than my obligation for reimbursement, I agree the balance shall continue to be my obligation and shall be paid within six (6) months of my voluntary termination or my termination for just cause.

6. I understand that all terms and conditions of my employment remain unchanged by this Agreement and that this Agreement in no way guarantees my right to continued employment. All Toms River School rules, regulations, and procedures are in full effect during my employment with Toms River Schools. I recognize that this Agreement has no effect on the authority of Toms River Schools to invoke disciplinary actions or to terminate my employment.

7. I also acknowledge that I have had sufficient time to examine this Agreement, including an opportunity to consult with an attorney if I felt necessary, about this Agreement and that I fully understand the contents herein.

Toms River Schools Representative \_\_\_\_\_

Print Name \_\_\_\_\_ Date \_\_\_\_\_

Applicant \_\_\_\_\_

Print Name \_\_\_\_\_ Date \_\_\_\_\_