

TUITION REIMBURSEMENT PAYMENT AGREEMENT

This Tuition Payment Agreement (the "Agreement"), dated as of _____, (the "Effective Date"), is entered into by and between Concrete Material Supply LLC ("the employer") and the employee _____ ("the employee"), each, a "Party" and, collectively, the "Parties". The agreed to Process ("the process"), consists of passing the Trainco Truck Driving Schools four (4) day, forty-hour Class B ELDT Automatic program, and taking the State of Ohio CDL driving exam, reimbursing Concrete Material Supply the total cost of student tuition.

- The Company is a Ready-Mix supplier. The company mailing address is 875 E Main ST, Woodville Oh 43469.
- The ELDT program will consist of four (4) ten-hour days from 7:00 a.m. to 5:30 p.m. The days will be Monday through Thursday. State of Ohio Class B testing will be scheduled after completion of the program.
- The employee address is _____ City _____ State ____ Zip _____.
- The employee and Concrete Material Supply have agreed to start the four (4) day, forty-hour ELDT Class B program. Each student must have the following completed and approved prior to starting class; The employee must have
 - a) Valid driver's license
 - b) Clean MVR and background check
 - c) CDL B permit
 - d) DOT physical
 - e) DOT drug test.
- Prior to taking the State of Ohio CDL test, all Concrete Material Supply student(s) must successfully complete and pass the four (4) day, forty-hour ELDT program. If for any reason, a Concrete Material Supply student(s) fail to complete and pass the ELDT program, the student(s) must wait five days in order to retake the ELDT program.
- Concrete Material Supply will be responsible for scheduling and paying the necessary fees for the DOT physical and DOT drug test.
- Concrete Material Supply employee has agreed to payback directly to Concrete Material Supply, in accordance with the terms and provisions of payroll deduction schedule, the tuition amount of \$2,500.00.

NOW THEREFORE, in consideration of the agreements and undertakings contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. **Payment of Tuition:** Concrete Material Supply will submit student(s), specifically identified by Concrete Material Supply, to the school, for which Concrete Material Supply will pay such students tuition. Concrete Material Supply will pay, directly to the school, the tuition for enrollment in the school's ELDT program, \$2,500.00 per student.
2. **Payment of CDL Third-Party Skills Test Site:** Concrete Material Supply will be responsible to pay the Ohio CDL Third-Party Skills Testing fee of \$115.00.
3. **Conditions of Payment:** Concrete Material Supply shall pay for such tuition (up to the maximum identified in Sections 1 above), to be invoiced to Concrete Material Supply.

3.1 The Employee hereby agrees to pay Concrete Material Supply \$2,500.00, for the four (4) day, forty-hour ELDT program.

3.2 The Employee here by agrees to reimburse Concrete Material Supply in full the amount of \$2,500.00 with weekly payroll deductions. If the employee fails, the class, fails the testing, or is no longer employed by Concrete Material Supply, the employee agrees to immediately reimburse Concrete Material Supply in full all remaining balances. The employee agrees and acknowledges any remaining payroll monies will be held by Concrete Material Supply and applied toward the remaining balance of tuition. Nothing in this agreement shall be construed as altering the employee's status as an "at will" employee.

3.3 All payroll monies remaining after employee's full repayment of tuition to the employer, will be mailed directly to the employee once the full tuition amount has been satisfied by the employee.

4. **Payment Terms:** The employee will reimburse Concrete Material Supply for the four (4) day, forty-hour ELDT program tuition, in accordance with the voluntary payroll deduction program. conditions of the payment, and the schedule, set forth in section 3.1. Payment terms will be twenty-six (26) consecutive weeks after successful completion date of Trainco class B ELDT program at the weekly rate of \$100.00 per week. In the event Employee is no longer employed by for any reason, or employee defaults on the foregoing payments terms, the total amount balance owed by the Employee shall immediately become due and payable to Concrete Material Supply, along with interest at the rate of 1,5% per month and Concrete Material Supplies' reasonable attorney fees and cost of collections.

5. **Complete Agreement**: The terms and conditions outlined in the Agreement represent the complete agreement between the Parties. No term or condition herein shall be modified, unless in writing and signed by both parties.
6. **Applicable Law, Jurisdiction and Venue**: This agreement shall be construed and enforced in accordance with the laws of the State of Ohio. The Parties agree that the jurisdiction and venue for any dispute arising from this agreement will be exclusive to the State of Ohio.

Concrete Material Supply LLC

Concrete Material Supply

By: Tim Brothers

By: _____

Its: Operation Manager

Its: Driver

Date: _____

Date: _____

Employee signature: _____ Date: _____

Concrete Material Supply LLC signature: _____ Date: _____