

Exhibit "D"

COMMERCIAL DRIVER'S LICENSE TRAINING AGREEMENT

This Commercial Driver's License Training Agreement ("Agreement") is entered into on this ____ day of _____, 2025 by and between Marion County, a political subdivision of the State of Texas ("County"), and _____ an Employee of Marion County, Texas.

RECITALS

WHEREAS, the County, through its Commissioners' Court, has agreed to provide a scholarship in the amount of \$_____ ("Scholarship") to fund Employee's attendance at a Commercial Driver's License ("CDL" training program ("CDL School"); and

WHEREAS, Employee desires to obtain a Class A CDL and agrees to perform duties as an employee for Marion County for a specified period following successful completion of CDL School;

NOW, THEREFORE, in consideration of the mutual covenants, promises, and benefits set forth herein, the parties agree as follows:

1. SCHOLARSHIP AND CDL TRAINING

The Marion County shall provide Employee with a Scholarship in the amount specified above to cover the costs of attending CDL School.

Employee agrees to diligently pursue and successfully complete CDL School and obtain a valid Class A CDL within a reasonable timeframe, as determined by the CDL School's program duration.

2. EMPLOYMENT COMMITMENT

In consideration of the Scholarship, Employee agrees to remain employed with the County as an employee for a minimum period of two (2) years ("Service Period") following the successful completion of CDL School and issuance of a Class A CDL.

The Service Period shall commence on the date Employee obtains the Class A CDL.

3. REIMBURSEMENT OBLIGATIONS

If Employee voluntarily terminates employment with the County during the first year of the Service Period, Employee shall reimburse the County the full amount of the Scholarship.

If Employee voluntarily terminates employment with the County during the second year of the Service Period, Employee shall reimburse the County fifty percent (50%) of the Scholarship amount.

If Employee fails to successfully complete CDL School or obtain a Class A CDL, the County reserves the right to terminate Employee's employment, and Employee shall not be obligated to reimburse the Scholarship amount unless otherwise agreed in writing.

Any reimbursement owed under this Agreement shall be due and payable in full within one hundred twenty (120) days of Employee's last day of employment with the County.

In the event of non-payment within the 120-day period, the County may refer any outstanding balance to a third-party collection agency, and Employee shall be responsible for any collection costs or fees incurred by the County.

4. TERMINATION OF EMPLOYMENT

The reimbursement obligations set forth in Section 3 shall not apply if Employee's employment is terminated by the County without cause or due to circumstances beyond Employee's control, including but not limited to disability or mutual agreement.

For purposes of this Agreement, "without cause" means termination for reasons other than Employee's failure to perform job duties, misconduct, or violation of County policies.

5. SEVERABILITY

If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect, and the invalid or unenforceable provision shall be reformed to the extent necessary to make it enforceable while preserving the intent of the parties.

6. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior negotiations, agreements, or understandings, whether written or oral. This Agreement may only be amended in writing signed by both parties.

7. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Any legal action arising under this Agreement shall be brought in a court of competent jurisdiction in Marion County, Texas.

8. NOTICES

Any notices required or permitted under this Agreement shall be in writing and delivered personally, by certified mail, or by email with confirmation of receipt, to the addresses provided by the parties at the time of execution.

9. BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, assigns, and legal representatives, provided that Employee may not assign this Agreement without the prior written consent of the County.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

MARION COUNTY

By: _____

JR Ashely, Commissioner Precinct 1

EMPLOYEE

By: _____

Name: _____

,Address: _____

Email: _____

Phone Number _____