

EXPANDED FUNCTION DENTAL ASSISTANT QUALIFICATION FINANCING AGREEMENT

This Agreement ("Agreement") is made and entered into this ____ day of _____, _____ by and between EMPLOYEE: _____ ("Employee") and CDS Workforce, LLC ("Employer"). (collectively, the "Parties").

RECITALS

WHEREAS, CDS Workforce, LLC (the "Company") is a Wyoming limited liability company qualified to transact business in the state of Missouri; and

WHEREAS, EMPLOYEE ("Employee") is a dental assistant who is employed by the Company and who wishes to obtain their qualification in expanded functions ("Qualification"); and

WHEREAS, in order to obtain their Qualification, Employee must complete training and an exam (Qualification Requirements"); and

WHEREAS, the Company and Employee wish to enter into an agreement whereby the Company financially assists Employee in obtaining their Qualification.

NOW THEREFORE, the parties hereto intending to be legally bound in consideration of the mutual agreements, covenants and promises contained herein, the obligations of the parties and benefits to be derived and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

1. Recitals Correct. The Parties hereby acknowledge and declare that the foregoing recitals are true and correct in substance and in fact.
2. Payment. To help assist the Employee in covering the costs of their Qualifications, Employer agrees to withhold funds from Employee paycheck. Starting with the first pay period on _____, funds will be withheld in the amount of \$ _____, to be deducted from each Employee paycheck for a total of ____ months. The funds withheld from the Employee paycheck will be applied to the Qualification registration, certification, licensing and training fees, and are refundable to the Employee if employment is terminated, for any reason, prior to registration or other Qualification associated costs being incurred. Employee shall be responsible for any additional fees incurred to meet registration, certification, licensing or training costs associated with Qualification, in addition to the initially withheld amount.
3. Qualification Requirement Costs. The Company agrees to reimburse for the cost of Employee's Qualification Requirements up to \$ _____. In exchange, Employee agrees to attend all training courses provided by employer and register for Qualification Requirements as soon as the class becomes available. Additionally, the Employee agrees to continue their employment with the Company as a dental assistant for a period of twenty-four months ("Time Requirement") from the date Employee obtains their Qualification. Employee will be eligible for reimbursement of Qualification costs incurred, up to \$ _____, the month after the Time Requirement is met.
4. No Promise of Continued Employment. Nothing in this Agreement shall be construed as a promise to Employee by the Company of continued employment. Employee's employment shall continue to be at-will.

5. Successors and Assigns. This Agreement shall bind the heirs, personal representatives, successors, assigns, executors, and administrators of each party, and insure to the benefit of each party, and their heirs, successors and assigns.

6. Severability. If a court of competent jurisdiction determines that any term or provision of this Agreement is invalid or unenforceable, in whole or in part, then the remaining terms and provisions hereof shall be unimpaired. Such court will have the authority to modify or replace the invalid or unenforceable term or provision with a valid and enforceable term or provision that most accurately embodies the Parties' intentions with respect to the invalid or unenforceable term or provision.

7. Costs and Fees. The Parties will bear their own costs, expenses, and attorneys' fees, whether taxable or otherwise, incurred in or arising out of or in any way related to the matters herein.

8. Construction. For purposes of construction, this Agreement shall be deemed to have been jointly drafted by the respective Parties (and his legal counsel) and any ambiguities shall not be construed against any party.

9. Applicable Law. This Agreement shall be deemed to have been entered into and shall be construed and enforced in accordance with the laws of the State of Missouri as applied to contracts made and to be performed entirely within Missouri.

10. Section Headings. The section and paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

11. Counterparts and Facsimile Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original, all of which together, shall constitute one and the same instrument. Facsimile signatures shall be given the same force and effect as original signatures for the purposes of this Agreement.

12. Entire Agreement. This Agreement constitutes the complete, final and exclusive embodiment of the entire agreement between the Parties with regard to the subject matter hereof. It is entered into without reliance on any promise or representation, written or oral, other than those expressly contained herein, and it supersedes any other such promises, warranties or representations. Each party has carefully read this Agreement, has been afforded the opportunity to be advised of its meaning and consequences by his respective legal counsel, and signed the same of his own free will. This Agreement may not be amended or modified except in a writing signed by the Parties.

CDS Workforce, LLC.

By: _____
 (Company Representative)

Employee: _____

Date: _____

Date: _____

Course: _____

Date: _____

Cost of course: \$ _____

Course: _____

Date: _____

Cost of course: \$ _____

Course: _____

Date: _____

Cost of course: \$ _____