

OFFICER TRAINING REIMBURSEMENT
AGREEMENT CITY OF TEXAS CITY POLICE
DEPARTMENT

STATE OF TEXAS

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COUNTY OF GALVESTON

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This **OFFICER TRAINING REIMBURSEMENT AGREEMENT** (“Agreement”), made this _____ day of _____, 20____, by and between the City of Texas City, Texas, a home-rule municipality, hereinafter referred to as the “City” and [NAME OF NEW HIRE], hereinafter referred to as the “Employee.”

NOW, THEREFORE, for the mutual consideration contained herein, the City and the Employee (the “Parties”) agree as follows:

I. PURPOSE

The intent of this Agreement is to provide for the training of the employee as a peace officer and to specify the consideration that the Employee provides the City in return for the training. This Agreement shall not be construed in any way as an employment agreement that would proffer a property right or interest on the Employee or otherwise alter the at-will nature of the employment relationship between the Parties.

II. TRAINING OF THE EMPLOYEE

A. The City and the Employee hereby expressly agree that the City shall pay the training expenses as defined and set forth below for the Employee to attend a Certified Police State Academy to achieve certification as a Texas peace officer as soon as the Employee is accepted into the program.

1. Total Training Expenses (“Total Training Expenses”) represent the estimated actual costs incurred by the City for:
 - a. All salary and benefits paid to the Employee while attending the Academy; and
 - b. The Employee’s tuition and fees associated with attending the Academy; and
 - c. Any other costs incurred by the City relating to the training of the Employee.
2. Total Training Expenses do not include any time spent by the Employee performing regular employment services for the City including dispatching, filing, patrol work, or other work assigned by the City.
3. An estimate of Total Training Expenses and any applicable credits thereto is set forth in **EXHIBIT A** attached hereto and incorporated by reference for all intents and purposes.

4. **NOTICE TO EMPLOYEE:** The Employee shall have ten (10) days from the date of receipt of the Total Training Expenses contained in **EXHIBIT A** to challenge the total amounts listed therein by giving written notice of a challenge to the Chief of Police, or his/her designee. Unless so challenged, these estimated Total Training Expenses shall become the final agreed training expenses and shall be fully incorporated into this Agreement.
- B. In the event the Employee elects not to complete the State Academy training program, the Employee shall be released from employment with the City, and the Employee shall reimburse the City for Total Training Expenses incurred to date in accordance with the reimbursement obligations set forth in Section III below.
 - C. In the event the Employee fails to obtain state certification within ninety (90) days of completion of the Academy, the Employee shall reimburse the City for Total Training Expenses incurred to date in accordance with the reimbursement obligations set forth in Section III below.

III. REIMBURSEMENT TO CITY

- A. In consideration of the expenditures incurred by the City to train the Employee as a certified officer, the Employee expressly agrees to serve as a full-time peace officer for the City for at least four (4) years from the date upon which the Employee has been sworn into the Texas City Police Department; and has met all other criteria needed to receive proper certification as a peace officer (The "Reimbursement Period"). The Reimbursement Period shall be expressly defined as the Employee's date of hire through four (4) years from the date of sworn.
- B. If any of the following occurs during the Reimbursement Period (from date of hire through four (4) years from the date of sworn):
 1. The Employee voluntarily resigns from the Texas City Police Department; or
 2. The Employee is dismissed during the probationary period as established and set forth in the applicable Collective Bargaining Agreement (said probationary period to expressly include from date of hire and will extend for one year from the date the applicant is sworn in as an officer); or
 3. The Employee is terminated with or without cause; then

The Employee shall reimburse the City the Agreed Reimbursement Amount, being the Total Training Expenses less any applicable credits thereto listed in **EXHIBIT A** to this Agreement, in the manner set forth below:

Years of Service Following Approved Training	Amount of Reimbursement
0-2 years	100% of Agreed Amount
2-3 years	66% of Agreed Amount
3-4 years	33% of Agreed Amount
More than 4 years	No reimbursement required

- C. "Years of Service" as noted in the chart above does not include time the Employee served as a civilian, or non-sworn cadet. Only time the Employee serves as a certified peace officer is counted towards "Years of Service."
- D. In the event the Employee is required to make reimbursement payments hereunder, one hundred percent (100%) of the total reimbursement is due within thirty (30) days from the date of resignation, dismissal, or termination, unless the Employee contacts the City's Controller or Human Resources Department to make payment arrangements under the following terms:
1. The first payment shall be made to the City via deduction from the Employee's final pay check. It is further agreed that all deductions will be in accordance with the Fair Labor Standards Act (FLSA) and Texas Payday Laws as established by the Texas Workforce Commission (TWC).
 2. The second payment shall be made thirty (30) calendar days from the date of resignation, dismissal, or termination, as applicable, and on the same date for each successive month thereafter until the City has been reimbursed in full for Total Training Expenses hereunder.
 3. The minimum monthly payment shall be one hundred fifty dollars (\$150.00). Failure to do so may result in the reporting of the non-payment to a collection agency or firm and/or the credit bureaus. The City reserves the right to take necessary legal action, including the filing of litigation, to collect all delinquent amounts, penalties, interest, and such other monies owed to the City pursuant to this agreement and as allowed by law.
 4. The total agreed reimbursement amount set forth in **EXHIBIT A** shall be satisfied in full no later than thirty six (36) months following the Employee's date of separation.
 5. In the event the employee fails to issue minimum payment as established in section III (D-2, D-3, & D-4), interest shall commence at the rate of ten percent (10%) per year, and shall be calculated on the unpaid principal balance to the date of each installment paid, with the payments being credited first to the accrued interest and then to the reduction of principal.
 6. Until such time as the City has been reimbursed in full by the Employee in accordance with the terms of this Agreement, the Employee shall have an ongoing duty to notify the City of any change in the Employee's place of residence and place of employment. Such notice shall be in writing and shall be made no later than fifteen (15) calendar days from the date of any such change in place of residence.

E. **THE EMPLOYEE DOES FURTHER HEREBY EXPRESSLY ACKNOWLEDGE AND UNDERSTAND THAT THE REIMBURSEMENT OBLIGATION SET FORTH HEREUNDER IS MANDATORY. FAILURE ON THE PART OF THE EMPLOYEE TO SATISFY THE EMPLOYEE'S EMPLOYMENT OBLIGATION DURING THE REIMBURSEMENT PERIOD HEREUNDER SHALL AUTOMATICALLY TRIGGER MANDATORY REIMBURSEMENT OF TOTAL TRAINING EXPENSES UNDER THIS AGREEMENT.**

F. If the Employee is dismissed for any reason other than those set forth in Section III (B) above, such as a reduction in force or involuntary activation to extended active military duty, the Employee shall not be required to reimburse the City for any unpaid Training Expenses incurred hereunder.

G. If the Employee is killed, permanently and totally disabled, or dismissed under Federal Guidelines for the Family Medical Leave Act, while in the employ of the City, Total Training Expense reimbursement obligations hereunder shall be deemed satisfied in full.

IV. DUTIES DURING TRAINING

The Employee may, at the City's sole option, be required by the City to work for the Texas City Police Department while attending the State Academy training program, and may be required to patrol, dispatch, operate computer systems, perform clerical tasks, or do other duties as assigned by the Chief of Police, or his/her designee. The hours expended by the Employee in attendance at the State Academy training program and in service to the Texas City Police Department shall be subject to the same limitations and compensatory time policies applicable to all police officers of the City.

V. NOTICES

For purposes of sending any notice under the terms of this Agreement, all notices from the City shall be sent to the Employee via electronic mail, by certified United States mail, or delivered by hand or by courier, and addressed as follows:

Employee Name: _____
Employee Email Address: _____
Employee Mailing Address: _____
Address Line 2: _____
City, State, Zip Code: _____
Telephone Number(s): _____

All notices from the Employee to the City shall be sent by electronic mail, regular or certified United States mail, or delivered by hand or by courier, and addressed as follows:

Human Resources Department
City of Texas City
1801 9th Ave N.
Texas City, TX 77590
409.643.5930
409.643.5912

VI. CONTROLLING LAW

This Agreement is to be governed by the laws of the State of Texas. The parties hereto agree that any action, suit, or proceeding based upon any matter, claim, or controversy arising under this Agreement shall be brought solely in the state courts located in Galveston County, Texas. The parties hereto irrevocably waive objection to the venue of the above- mentioned courts, including any claim that such action, suit, or proceeding has been brought in an inconvenient forum. Both parties hereby expressly acknowledge and agree that nothing contained in this Agreement shall be construed to require the parties to submit to mandatory arbitration or mediation in the event of a breach or dispute hereunder.

VII. HEADINGS

The heading sections of this Agreement are for convenient reference only and shall not be deemed to limit, construe, affect, modify, or alter the meaning of such sections.

VIII. SEVERABILITY

If any section, subsection, term, or provision of this Agreement or the application thereof to the Employee, the City, or a particular circumstance shall, at any extent, be invalid or unenforceable, the remainder of said section, subsection, term, or provision of this Agreement or the application of same to the Employee, the City, or particular circumstances other than that for which it was held valid or invalid or enforceable, shall not be affected thereby and each remaining section, subsection, term, or provision of this Agreement shall be valid and enforceable to the fullest extent of the law.

IX. AUTHORITY

The persons signing this Agreement warrant and represent that they have the authority to sign as, or on behalf of, the party for whom they are signing.

X. EXECUTION OF AGREEMENT; COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

XI. FINAL AGREEMENT

Both the Employee and the City hereby expressly acknowledge and agree that this Agreement is intended to set forth the entire agreement between the parties regarding the reimbursement of Total Training Expenses by the Employee, that there are no other considerations or monies contingent upon or resulting from the execution of this Agreement, and that no other monies or consideration have been solicited. No waiver, change, modification, or amendment of this Agreement shall be binding upon either party hereto unless in writing and signed by both the Employee and the City. The waiver by either party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that provision or of any other provision or condition in this Agreement.

EXECUTION OF AGREEMENT

Dated this _____ day of _____, 20____.

EMPLOYEE:

CITY OF GALVESTON:

[SIGNATURE]

, City Mayor

[PRINTED NAME]

Joe Stanton, Chief of Police

APPROVED AS TO FORM:

City Attorney's Office

CERTIFICATION OF AGREEMENT

STATE OF TEXAS §

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COUNTY OF GALVESTON §

I, _____, after being first duly sworn, do upon oath state and certify that I have read the attached OFFICER TRAINING REIMBURSEMENT AGREEMENT, that I have been provided the opportunity to ask questions about the terms of the Agreement, that my questions regarding the terms of the Agreement have been fully and sufficiently answered, and that I am now satisfied that I understand the terms of the Agreement, specifically and expressly including my obligations as set forth therein.

Signature

Subscribed and sworn to before me by _____ on this
_____ day of _____, 20____.

Notary Public in and for
The State of Texas

EXHIBIT A

**TRAINING EXPENSE AND REIMBURSEMENT
SCHEDULE AND EMPLOYEE ACKNOWLEDGMENT
FORM**

The following are the estimated training costs for EMPLOYEE for training at the _____
_____ scheduled from _____ through _____.

Salary and benefits paid while attending the Academy	\$ _____
Tuition and fees paid for the Academy	\$ _____
Other applicable training costs	\$ _____

TOTAL TRAINING EXPENSES \$ _____

APPLICABLE CREDIT AMOUNT (if any) \$ _____

Pursuant to the Agreement, EMPLOYEE agrees to reimburse CITY in the following amount:

TOTAL AGREED REIMBURSEMENT AMOUNT \$ _____

EMPLOYEE:

[NAME]

Date

Attest:

Joe Stanton, Chief of Police

Date