

CDL Training Estimates Only

TEEKs Training Course	\$4,000.00
2 Weeks Salary	\$2,500.00
10 Hotel Nights	\$1,500.00

Estimated Total	\$8,000.00
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STATE OF TEXAS

BURNET COUNTY

CDL TRAINING REIMBURSEMENT AGREEMENT

THIS AGREEMENT made and entered into on this _____ day of _____, _____ by and between Burnet County, Texas, primarily the Burnet County, a governmental entity (hereinafter "COUNTY") and **EMPLOYEE**, (hereinafter "EMPLOYEE").

THE INTENT OF THIS AGREEMENT IS TO PROVIDE FOR THE TRAINING OF THE EMPLOYEE AS A COMMERCIAL DRIVER AND TO SPECIFY THE CONSIDERATION THAT THE EMPLOYEE PROVIDES THE COUNTY IN RETURN FOR THE TRAINING

NOW, THEREFORE, THE COUNTY AND THE EMPLOYEE, FOR CONSIDERATION HEREIN SET FORTH, DO MUTUALLY AGREE AS FOLLOWS:

I. **TRAINING THE EMPLOYEE**

- A. The COUNTY and the EMPLOYEE hereby expressly agree that the COUNTY shall pay the total training expenses as defined and set forth below for the EMPLOYEE to attend a Commercial Driving School to achieve a commercial drivers license.
 - 1. Total Training Expenses ("Total Training Expense") represents the **actual costs** incurred by the COUNTY for:
 - a. All wages (regular and overtime) paid to the EMPLOYEE while attending the School.
 - b. Any other costs incurred by the COUNTY relating to the training of the EMPLOYEE.
 - 2. "Total Training Expenses" do not include any time spent by the EMPLOYEE performing services for the COUNTY.
 - 3. Prior to the start of training at the School, an estimate of Total Training Expenses shall be provided separately to the EMPLOYEE for the EMPLOYEE'S reference. An estimate of Total Training Expenses is set forth in Exhibit "A" attached hereto and incorporated by this reference for the EMPLOYEE'S reference.
 - 4. Both parties hereto acknowledge and agree that Total Training Expenses shall be based on actual costs incurred by the COUNTY. Accordingly, upon either the EMPLOYEE'S successful completion of training at the School and issued a Commercial Driver's License or, in the alternative, upon the EMPLOYEE'S terminating training, the COUNTY shall prepare an itemization of actual Total Training Expenses incurred by the COUNTY and then execute the same, a copy of which shall be provided to the EMPLOYEE. The EMPLOYEE shall have 10 days from the date of receipt of the actual Total Training Expenses to challenge the total amount by giving written notice of a challenge to the Commissioner or his designee. Unless so challenged, this final accounting of actual Total Training Expenses shall then be attached and thereby fully incorporated into this Agreement as Exhibit "A".
- B. In the event the EMPLOYEE elects not to complete the CDL training program or does not otherwise successfully complete the CDL training program, the EMPLOYEE shall be released

from employment with the COUNTY, and the EMPLOYEE shall reimburse the COUNTY for Total Training Expenses incurred to date in accordance with the reimbursement obligations set forth in Section II below.

II. REIMBURSEMENT OF TOTAL TRAINING EXPENSES

- A. In consideration for the expenditures incurred by the COUNTY to train the EMPLOYEE as a CDL Driver, the EMPLOYEE expressly agrees to serve as a full time employee for the COUNTY for at least three (3) years from the date upon which the EMPLOYEE graduates from the School and has met all other criteria needed to receive proper certification as a commercial driver (the "Reimbursement Period").
- B. If any of the following occurs during the Reimbursement Period, then the EMPLOYEE shall reimburse the COUNTY for Total Training Expenses under the terms of this agreement as set forth below:
1. The EMPLOYEE voluntarily resigns from Burnet County: or
 2. The EMPLOYEE is terminated:

As stated above, the EMPLOYEE then shall reimburse the COUNTY for Total Training Expenses under terms of this AGREEMENT as set forth below:

<u>Years of Service Following Approved Training</u>	<u>Amount of Reimbursement</u>
0-1 years	100% of actual costs
1-2 years	66.7% of actual costs
2-3 years	33.3% of actual costs
More than 3 years	No reimbursement required

- C. In the event the EMPLOYEE is required to make reimbursement payments hereunder, one hundred per cent (100%) of the total reimbursement is due within thirty (30) days from the date of resignation, dismissal or termination, unless the EMPLOYEE contacts the COUNTY'S Auditor to make payment arrangements under the following terms:
1. The first 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 COUNTY has been reimbursed in full for Total Training Expenses hereunder.
 2. The minimum monthly payment shall be one hundred dollars (\$100.00)
 3. Until such time as the COUNTY has been reimbursed in full by the EMPLOYEE in accordance with the terms of this agreement, the EMPLOYEE has an ongoing duty to notify the COUNTY 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.
- D. **THE EMPLOYEE DOES FURTHER HEREBY EXPRESSLY ACKNOWLEDGE AND UNDERSTAND THAT THE REIMBURSEMENT OBLIGATIONS 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.

- E. If the EMPLOYEE is dismissed for any reason other than those set forth in Section II(B) above, such as reduction in force or involuntary activation to extended active military duty, the EMPLOYEE shall not be required to reimburse the COUNTY for any unpaid Training Expenses incurred hereunder.
- F. If the EMPLOYEE is killed, permanently and totally disabled or dismissed under Federal Guidelines for FMLA, while in the employ of the COUNTY, Total Training Expense reimbursement obligations hereunder shall be deemed satisfied in full.
- G. If after twelve (12) months of the EMPLOYEE'S successful completion of the School and obtaining a commercial driver license the COUNTY is unable to provide the EMPLOYEE a full time position within the enforcement division the COUNTY agrees to release the EMPLOYEE from this agreement.

III. 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 Burnet 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 form. 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.

IV. LIMITATIONS ON LIABILITY

By entering into this agreement, the COUNTY does not waive any of its sovereign immunity defenses or any other limitation of liability. No provision of this agreement is intended to modify or waive any provisions of the Texas Tort Claims Act as amended.

V. HEADINGS

The heading of 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.

VI. SEVERABILITY

If any section, subsection, term or provision of this agreement or the application thereof to the EMPLOYEE, the COUNTY 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 COUNTY 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.

VII. 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.

VIII. FINAL AGREEMENT

Both the EMPLOYEE and the COUNTY hereby expressly acknowledge and agree that this Agreement is intended to set forth the entire agreement between the parties regarding 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 finding upon either party hereto unless in writing and signed by both EMPLOYEE and the COUNTY. 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:

COUNTY OF BURNET:

EMPLOYEE NAME - Employee

James Oakley - Burnet County Judge

- Burnet County Commissioner

CERTIFICATE OF AGREEMENT

STATE OF TEXAS)

COUNTY OF BURNET)

I, _____ after being first duly sworn, do upon oath state and certify that I have read the attached CDL TRAINING REIMBURSEMENT AGREEMENT consisting of five (5) pages and Exhibit "A", that I have been provided the opportunity to ask questions about the terms of the Agreement, that I am now satisfied that I understand the terms of the Agreement, specifically and expressly including my obligations as set forth therein.

Signature

Print

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

NOTARY PUBLIC, STATE OF TEXAS

EXHIBIT A

The following is an estimate of training costs for EMPLOYEE for training at a Commercial Drivers School from *start date* through *end date*.

Regular pay and overtime pay related to training \$ _____

Tuition \$ _____

Hotel Stay \$ _____

Travel Expenses \$ _____

APPROXIMATE TOTAL \$ _____

EMPLOYEE

Print

Date

NOTE: This is an estimate of Total Training Expenses for the EMPLOYEE'S reference. The Total Training Expenses shall be based on actual costs incurred by the COUNTY. Upon the EMPLOYEE'S successful completion of training at the School and obtain a Commercial Driver's License, the COUNTY will ensure that a record is kept of the actual costs. Upon execution of this agreement, the COUNTY shall complete the "TOTAL TRAINING EXPENSES" form, and this shall be the amount subject to reimbursement in accordance with and pursuant to the terms of this agreement.