

Tyler County Sheriff's Office
New Deputy Academy Tuition Support Process



Tyler County Sheriffs Office Law Enforcement Academy Reimbursement Agreement

Candidate: _____

Sponsored by (Mentor/Recommended by): _____

Academy Location: Angelina College, Lufkin, or

East Texas Police Academy, Kilgore

Start Date of Program: _____

Estimated Cost of Academy: \$5000 (including tuition, gear, & uniforms)

Tyler County Financial Support:

While attending the Academy Starting Base Salary: \$35,455

Employee Paid Health Insurance

Accrual of Sick/Vacation Time

Cell Phone Allowance

Upon Completion of Academy & issuance of TCOLE license:

Base Salary Increase: \$40,000

After the completion of one year as a licensed peace officer w/TCSO:

Base Salary Increase: \$42,000

After the completion of two years as licensed peace officer w/TCSO:

Base Salary Increase: \$45,000*

*(*base salary is subject to the salary set at the time of the scheduled increase.)*

AGREEMENT

This agreement is entered into by the Tyler County Sheriff's Office, Tyler County, Texas hereinafter referred to as "County" and _____, hereinafter referred to as "Employee."

THE INTENT OF THIS AGREEMENT IS TO PROVIDE FOR THE TRAINING OF _____ TO BECOME A COMMISSIONED PEACE OFFICER FOR THE TYLER COUNTY SHERIFF'S OFFICE, AND TO SPECIFY THE CONSIDERATION THAT _____ PROVIDES THE COUNTY, IN RETURN FOR THE TRAINING. IT SHALL NOT BE CONSTRUED IN ANY WAY AS AN EMPLOYMENT AGREEMENT WHICH WOULD PROFFER A PROPERTY RIGHT OR INTEREST ON _____.

1. The County and the Employee agree that the Employee will attend a law enforcement training academy (the Academy) approved by the Texas Commission on Law Enforcement (TCOLE) at the expense of the County to receive certification as a Texas Peace Officer in accordance with TCOLE certification requirements. The training academy is selected by the County and is scheduled to begin _____.
2. The County shall pay the expense of training and shall pay the Employee's wages during this training. The Employee agrees that he/she will be responsible for reimbursing the County in accordance with the rules for reimbursement as stated hereafter in this agreement. The expenses which the Employee agrees to reimburse include: the County's expenditure for the Employee's tuition, uniforms, supplies, books, equipment, and any other required items while attending the Academy. All of these reimbursable costs are referred to generally as training costs. The Employee will not be responsible for reimbursing the County for any time spent by the Employee performing services such as dispatching, filing, patrol work, or other work assigned by the County. An estimate of the training costs set out above is listed on Exhibit A which is attached hereto and by this reference incorporated into this agreement. Training costs will be based on the actual costs incurred by the County as these costs become known. The Employee agrees that the County will not pay for meals or per-diem while the employee is in the academy.
3. At the County's option, the Employee may be required to work at the Tyler County Sheriff's Office (TCSO) while attending the Academy, and may be required to patrol, dispatch, operate computer systems, perform clerical tasks, or perform other duties as assigned by the Sheriff or the Sheriff's designee. The hours expended by the Employee in attendance at the training course and in service to the TCSO shall be subject to the same limitations and compensatory time policies as apply to all employees of the County.
4. The Employee shall serve as a full-time Deputy Sheriff of the County after graduating from the Academy and meeting all criteria needed to receive TCOLE certification.

5. The start date for purposes of this agreement shall be defined as the first day the Employee begins the peace officer academy.
6. In consideration for providing for this training, the Employee agrees to work for the County as a full-time sheriff's deputy for at least three years from the date of TCOLE licensing as a peace officer.
7. In the event the Employee does not successfully complete the academy or field training program, the Employee shall be released from employment with the County, and the Employee shall reimburse the County for the training costs incurred to that date in accordance with the terms set forth in this agreement.
8. In the event the Employee voluntarily resigns from TCSO without having served as a certified police officer for at least three years, the Employee shall reimburse the County for training costs incurred according to the following schedule:
 - a. 100% of training costs if the Employee resigns less than one year following the start date as a peace officer;
 - b. 50% of training costs if the Employee resigns one year or more but less than two years after the start date as a peace officer;
 - c. 25% of training costs if the Employee resigns after two years or more but less than three years after the start date as a peace officer;
9. If the Employee is dismissed or properly terminated without having served as a certified officer for at least three years, the employee shall reimburse the County for total training costs incurred. If the Employee is dismissed for any no-fault reason, such as a reduction in force, the Employee shall not be required to pay the County for any unpaid training costs owed.
10. After completing three years of service as a certified sheriff's deputy for the Tyler County Sheriff's Office, calculated from the start date, the amount owed by the Employee for training costs shall be zero dollars.
11. Reimbursement of any training costs owed by the Employee to the County shall be made in full upon termination, or in consecutive monthly payments in accordance with the following schedule:

Category	Minimum Monthly Payment
100% repayment	Training costs divided by 36
50% repayment	Training costs divided by 24
25% repayment	Training costs divided by 12

12. The first reimbursement payment shall be due 30 days after the Employee's date of termination. All subsequent monthly payments shall be due on the same calendar day as the date of termination on each month thereafter, or until all training costs owed to the County have been fully reimbursed.
13. If the Employee is killed or permanently and totally disabled while an employee of the County, any commitment for reimbursement of training costs shall be voided.
14. This agreement may only be amended or canceled upon written agreement by both the County and the Employee.
15. The Employee shall notify the County of the Employee's place of residence while an employee of the County and/or until such time as any debt for training costs is satisfied in full.
16. If reimbursement is not made in accordance with this agreement, the Employee understands that the County may at its option pursue legal remedies.
17. This agreement is for the purposes of bona fide employment and not for the purposes of achieving certification for the officer by way of sponsorship through the Academy.
18. The Employee understands and acknowledges that his/her employment with the County is at will and the County may terminate his/her employment at any time.
19. The County and the Employee hereby agree that this agreement and its construction and interpretation shall at all times and in all respects be governed by the laws of the State of Texas, and any claim, litigation or dispute arising from or related to this agreement shall be litigated in the appropriate federal or state court located in Tyler County, Texas. The Employee hereby consents to personal jurisdiction and venue in such court.

Executed this ____ day of _____, 202__.

By:

Approved:

Employee

Bryan Weatherford, Tyler County Sheriff

EXHIBIT A
Estimated Training Costs

- | | |
|---|----------|
| 1. Tuition | \$ |
| 2. Books, fees, supplies, uniforms, equipment | \$ |
| 3. Miscellaneous (<u>CTC printed materials and handouts required</u>) | \$ |
| 4. Total estimated training costs | \$ _____ |

This schedule and calculation are only to be used as an estimate of training costs. Actual expenditures shall be used in calculating the total training costs to be reimbursed.

Acknowledged:

_____, Dated: _____
Employee

DISCLAIMER:

It is the intention of this program to recruit men and women who value their work ethic and have full intentions of pursuing a career in law enforcement. Ideally, this candidate will develop the experience and skills to become an asset to the Tyler County Sheriff's Department. The TCSO is looking for candidates who will put forth the effort to be successful in this endeavor, and in turn, the department will provide an environment conducive of creating a long and positive career in law enforcement.

TCSO reserves the right to select the candidate in which we feel will thrive in this opportunity. TCSO also reserves the right to limit the number of candidates at any given time based on departmental needs and budgetary constraints. This department does not discriminate based on race, color, religion, sex (including gender identity, sexual orientation, and pregnancy), national origin, age (40 or older), disability, familial status or genetic information.