

TYLER COUNTY
TRUCK DRIVING ACADEMY
REIMBURSEMENT AGREEMENT

This agreement is entered by the 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 Commercial CDL Class "A" driver for Tyler County Road and Bridge Department, 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 the Truck Driving Academy and obtain a Class A CDL with Tanker and Air Brake Endorsements approved by the Texas Department of Public Safety at the expense of the County. The training academy is selected by the County and is scheduled to begin _____.
2. The County shall pay the expense of the training academy and shall pay the Employee 40 hours regular 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 and any other required items while attending the Academy including but not limited to an anticipated \$2,000.00 to be spent by the County. 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 assigned by the Commissioner. An estimate of the training costs set 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 for a precinct in Tyler County's Road and Bridge Department while attending the Academy, as assigned by the Commissioner. The hours expended by the Employee in attendance at the training course and in service to the County 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 Truck Driver/Equipment Operator of the County after graduating from the Academy and meeting all criteria needed to receive Class A CDL with Tanker and Air Brake Endorsement with the Texas Department of Public Safety.

5. The start date for the purposes of this agreement shall be defined as the first day the Employee begins working for the Road and Bridge Department with a Class A CDL with Tanker and Air Brake Endorsement.
6. In consideration for providing this training, the Employee agrees to work for the County as a full time Truck Driver/ Equipment Operator for at least four (4) years from the date of licensing as a Class A CDL with Tanker and Air Brake Endorsements with the Texas Department of Public Safety.
7. In the event the Employee does not successfully complete the Academy or field training program, the Employee shall be required to obtain the Class A CDL at his/her own expense within the amount of time set forth by the Commissioner not to exceed one (1) year.
8. In the event the Employee voluntarily resigns from Tyler County without having served as a Truck Driver/Equipment Operator for at least four (4) 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 (1) year following the date of licensing.
 - b. 75% of training costs if the Employee resigns one (1) year or more but less than two (2) years after the date of licensing.
 - c. 50% of training costs if the Employee resigns after two (2) years or more but less than three (3) years after the date of licensing.
 - d. 25% of training costs if the Employee resigns after three (3) years or more but less than four (4) years after the date of licensing.
9. If the Employee is dismissed or properly terminated without having served as a licensed Truck Driver/ Equipment Operator for at least four (4) 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 four (4) years of service as a licensed Truck Driver/ Equipment Operator for the Tyler County Precinct Road and Bridge Departments, calculated from the date of licensing, the amount owed by the Employee for training costs shall be zero dollars.
11. Reimbursements 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 12
75% Repayment	Training costs divided by 12
50% Repayment	Training costs divided by 12

25% Repayment	Training costs divided by 12
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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 of termination on each month thereafter, or until all training costs owed to the County have been fully reimbursed.
13. If the Employee is permanently and totally disable while an employee of the County or upon death of the Employee any commitment for reimbursement of training costs shall be void.
14. This agreement may only be amended or canceled upon written agreement by both the Commissioner 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 such time as any debt for training costs is satisfied.
16. If reimbursement is not made in accordance with this Agreement the Employee understands that the County may pursue legal remedies.
17. This agreement is for the purpose of bona fide employment.
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 the 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 _____, 20_____.

By:

Approved:

X

Employee

X

Elected Official/ Department Head

EXHIBIT A
Estimated Training Costs

School Attending: _____

- | | |
|---|----------|
| 1. Tuition | \$ _____ |
| 2. Books or Miscellaneous Items Required for Training | \$ _____ |
| 3. Total estimated training costs | \$ _____ |

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

Acknowledged:

X

Employee

X

Elected Official/ Department Head

Date _____

Date _____