

RECRUIT TRAINEE/ PROVISIONAL EMPLOYMENT AGREEMENT

This agreement is made as of the __ day of ___, 20___, by and between the City of La Vernia, Texas (hereinafter referred to as "City") and _____ (hereinafter referred to as "Trainee").

WHEREAS, the City desires to employ the Trainee as a member of its Police Department, and

WHEREAS, the Trainee is not currently licensed as a certified Peace Officer under the laws of the state of Texas;

NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

Job Title: Police Cadet (Sponsorship Program)

Department: Police Department

Location: City of La Vernia, TX

Reports To: Police Chief or Designee

Position Overview:

The City of La Vernia is seeking a dedicated and motivated individual to join the Police Department as a Police Cadet. As part of this sponsorship program, the City will sponsor the cadet's enrollment in a Texas-registered police academy. During training, the cadet will work part-time as an unlicensed civilian member of the police department, assisting with various departmental duties and gaining valuable field experience.

Key Responsibilities:

- Assist sworn officers (wile supervised) with daily tasks such as patrols, traffic control, crime scene management, and report writing.
- Observe and assist (wile supervised) in the enforcement of local, state, and federal laws.
- Complete all required training at a Texas-registered police academy, including physical fitness, law enforcement procedures, legal studies, and public safety.
- Participate in field training with police officers, applying academy coursework to real-world situations.
- Maintain accurate logs, reports, and documentation in compliance with departmental standards.
- Learn and comply with departmental policies, procedures, and regulations.

- Assist with non-enforcement duties such as administrative tasks, community engagement, and special events.
 - Ensure public safety (while supervised) through interactions with citizens and prompt responses to incidents.
 - Perform other duties as assigned by the Police Chief or supervising officers.
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Qualifications:

- Must be at least 21 years of age and a U.S. citizen or legal resident.
 - High school diploma or equivalent (required).
 - Valid Texas driver's license with a clean driving record.
 - No felony convictions; must pass a criminal background check.
 - Must be physically fit and able to pass a physical fitness test as required by the police academy.
 - Strong communication and interpersonal skills.
 - Ability to work as part of a team in a fast-paced, high-pressure environment.
 - Desire to serve and protect the community with professionalism and integrity.
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Training and Development:

1. The Trainee must complete the same application process as all other City employees.
2. The Trainee shall enroll in a State of Texas-approved Police Academy, which must be approved by the City, to seek certification as a Peace Officer.
3. During training, the City will compensate the Trainee at a rate of \$12.50 per hour, working approximately 40 hours per week (as needed) when not attending academy classes.
4. The Trainee shall be responsible for covering their own tuition, books, ammunition, and uniforms required by the academy. Upon successful completion of the program and passing TCOLE tests, the City will reimburse the Trainee for these training costs, payable once the Trainee reaches full employment status with the City.
5. The Trainee is responsible for their transportation to and from the academy, including all related costs and meals. The Trainee is not permitted to use City vehicles for training.
6. The Trainee shall be subject to the same healthcare and benefits as other City employees, including participation in TMRS retirement.
7. Failure to complete the academy or pass the State certification test will result in automatic termination of employment with the City.
8. The Trainee shall be subject to City and Police Department policies and shall be considered a probationary employee as outlined in the City's personnel policy and the Police Department's rules.
9. The "At Will" status remains unchanged by this agreement. Both parties acknowledge that this Agreement does not guarantee long-term employment and does not alter the "At Will" nature of the Trainee's employment.

Miscellaneous:

a. **No Waiver:** The City's failure or delay in enforcing any provision of this Agreement shall not be construed as a waiver of any of its rights or remedies under this Agreement.

b. **Venue and Applicable Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, with exclusive venue in Wilson County, Texas.

c. **Construction and Interpretation:** Both parties agree that this Agreement will be interpreted fairly, without bias toward either party. Both parties acknowledge that they had the opportunity to consult with legal counsel before entering into this Agreement.

d. **Binding Effect:** This Agreement binds and benefits the parties, including their respective successors, representatives, and assigns.

e. **Entire Agreement:** This Agreement represents the complete understanding between the parties regarding its subject matter and supersedes all prior discussions, negotiations, or agreements.

f. **Amendments:** Any modification or amendment to this Agreement must be in writing and signed by both parties to be effective.

g. **Severability:** If any provision of this Agreement is deemed invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement will remain in full force and effect. The invalid or unenforceable provision shall be severed from the Agreement, and the remainder shall continue to be enforced as written.

h. **Effective Date.** This agreement will take effect upon signatures by both parties being present.

Executed this ____ day of _____, 20____

City of La Vernia

By: _____

Lindsey Wheeler
City Administrator

Trainee

By: _____
[Name of Trainee]

Police Department

By: _____
Donald Kiel
Chief of Police