

SAN JUAN COUNTY SHERIFF'S OFFICE
TRAINING & CLOTHING REIMBURSEMENT CONTRACT

This agreement, entered into this ____ day of _____, 20__, by and between the San Juan County Sheriff's Office, hereinafter referred to as **SJCSO** and _____, hereinafter referred to as **TRAINEE**.
(Print name)

WITNESSETH

WHEREAS, SJCSO has agreed to provide specialized training to TRAINEE at SJCSO expense which will result in TRAINEE acquiring the necessary skills to qualify as a certified law enforcement/Corrections officer; and

WHEREAS, the parties hereto understand that the said training and skills will become a valuable asset to TRAINEE which will enhance TRAINEE's opportunities for obtaining future employment with various prospective employers in the law enforcement and security fields and

WHEREAS, the parties acknowledge that the only consideration for SJCSO's providing the above mentioned training to TRAINEE is to provide a skilled work force for SJCSO facilities; and

WHEREAS, SJCSO has calculated the cost of said training and the initial clothing issue and TRAINEE understands and agrees that these costs are reasonable; and

WHEREAS, TRAINEE understands and agrees that it would be inequitable and unfair to receive this training and not provide the intended employment services to SJCSO; and

WHEREAS, TRAINEE has been advised of and is fully aware of the compensation paid by SJCSO to its entry level law enforcement officers at the time of the signing of this contract;

NOW THEREFORE, in consideration of the premises, the parties agree, stipulate and covenant as follows:

- _____
(Trainee's Initials) 1. SJCSO has calculated the cost of training provided to TRAINEE under this contract to be \$5000.00 ("Training Cost"). In addition, SJCSO provides transportation to the academy and pays for food at the academy, and pays your wages while you attend.

- _____
(Trainee's Initials) 2. SJCSO agrees to cover the entire cost of training so long as TRAINEE completes training, accepts employment with SJCSO, and remains continuously employed by SJCSO for a period of not less than three (3) years beginning with the date of successful academy completion.

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(Trainee's Initials) 3. SJCSO agrees to pay the initial cost of uniform/clothing in the amount of \$400.00 ("Initial Clothing/Uniform Allowance")

(Trainee's Initials) 4. Should TRAINEE's employment with SJCSO be terminated, either voluntarily or involuntarily, before TRAINEE has completed training, TRAINEE hereby agrees to reimburse SJCSO for the training block that TRAINEE has completed at the time of his or her separation from SJCSO.

(Trainee's Initials) 5. Should TRAINEE's employment with SJCSO be terminated, either voluntarily or involuntarily, before the expiration of one (1) year from the first day of the academy, TRAINEE hereby agrees to reimburse SJCSO one-twelfth (1/12) of the total Initial Clothing/Uniform Allowance for each month less than twelve (12) months of employment with SJCSO following the first day of the academy (i.e \$33.34/month).

(Trainee's Initials) 6. Should TRAINEE's employment with SJCSO be terminated, either voluntarily or involuntarily, before the expiration of three (3) years from the date of academy completion, TRAINEE hereby agrees to reimburse SJCSO one-thirty- sixth (1/36) of the total Training Cost for each month less than thirty six (36) months of employment with SJCSO following receipt of said training (i.e. \$138.88/month).

(Trainee's Initials) 7. The amount of the reimbursement calculated under paragraphs 4-6 above shall be paid by TRAINEE by deduction from his or her final pay check, and any Remainder shall be paid to SJCSO within six (6) months of termination by TRAINEE. **If payment is not made within six (6) months after termination, SJCSO shall be entitled to interest on the unpaid portion of said reimbursement at the rate of ten per cent (10%) per annum.** SJCSO shall be entitled to court costs and reasonable attorney's fees which may be incurred in collecting delinquent reimbursement of training costs.

(Trainee's Initials) 8. Upon completion of three (3) years of employment with SJCSO, or in the event of the death or total disability of TRAINEE before the completion of said three (3) years, this agreement shall terminate and TRAINEE shall have no obligation to reimburse SJCSO for training provided under this agreement.

(Trainee's Initials) 9. Notwithstanding the foregoing, SJCSO, at the sole discretion of San Juan County Sheriff, may suspend TRAINEE's obligation to reimburse SJCSO under this agreement.

DATED AND SIGNED on this date first above written.

SHERIFF JASON TORGERSON
SAN JUAN COUNTY SHERIFF'S OFFICE

TRAINEE