

MEMORANDUM

DATE: February 28, 2020

TO: Mayor White & City Council

VIA: Mercy Rushing, City Manager

FROM: Cindy Karch, City Secretary CK

SUBJECT: Consider approval of an employment contract for the Mineola Police Department.
Council Meeting Agenda Item for March 23, 2020

Background Information:

The police department has in the past experienced a high turnover rate, and often times invested many hundreds of dollars into specialized training for officers who then leave for another department.

Speaking with Blake Armstrong, City Attorney, he stated that we are well within our rights to ask that if the city provides training for an officer (or any employee), that that employee sign an agreement to stay employed for a minimum of 24 months, or reimburse the city for the cost of the training, unless discharged by the city. This is one attempt to retain employees and lessen the worry of providing costly training for someone who isn't planning on a career in Mineola.

This contract was reviewed and approved by Blake.

Recommendation:

It is recommended that the Council approve allowing the city to begin using the agreement.

Final Disposition:

MINEOLA POLICE DEPARTMENT EMPLOYMENT CONTRACT

I, _____, acknowledge and understand that the Mineola Police Department desires and intends to hire only police applicants and police dispatchers who will remain employed with the Police Department for a minimum of twenty-four (24) months.

In consideration for being hired as a police officer or police dispatcher for the Mineola Police Department and for the valuable training received in the course of employment with the Mineola Police Department, I agree to the following terms and conditions:

1. I hereby agree that, unless rejected on probation or discharged as a police officer or police dispatcher with the Mineola Police Department, I will remain in the employ of the Mineola Police Department for a minimum period of twenty-four (24) months from my date of hire.
2. I further agree that if I resign from the Mineola Police Department within twenty-four (24) months of my date of hire and accept a sworn position with another law enforcement agency within one hundred and eighty (180) days of my resignation, I will reimburse the City of Mineola for the direct costs related to my training provided by the City of Mineola, as well as for all uniforms and equipment issued to me. The direct costs of equipment will be pro-rated over the twenty-four (24) month period; however, any training provided will be reimbursed at the full cost.
3. Should it become necessary for the City of Mineola to file suit in order to collect such costs, I further agree to pay all costs of said suit, including attorney's fees incurred by the City of Mineola, as well as interest allowed at the legal rate on the amount owed by me.
4. I understand that all terms and conditions of employment remain unchanged by this agreement, and that this agreement in no way guarantees me any right to continued employment. All City personnel policies, rules and procedures as well as the rules and regulations of the Mineola Police Department are in full effect during my employment with the City of Mineola. I recognize that this agreement has no effect on the authority of the Chief of Police of the City of Mineola Police Department to invoke disciplinary actions.

I also acknowledge that I have examined this agreement and voluntarily agree to the terms and conditions.

Signature of Applicant

Date

Applicant's Printed Name

Witness

Date