



Mendocino County Human Resources Department

**Side Letter of Agreement between the County of Mendocino
and Mendocino County Deputy Sheriffs' Association
June 14, 2024**

This Side Letter is entered into between the County of Mendocino ("County") and the Mendocino County Deputy Sheriffs' Association ("DSA"), collectively referred to as "Parties."

The Parties have resolved meet and confer obligations, and, by this Side Letter, agree that the Mendocino County Sheriff's Office (MCSO), commencing on June 14th, will implement a Peace Officer Academy Training Expense Reimbursement Policy, which is attached as Exhibit A and incorporated herein.

Where the County, through MCSO, funds an employee's Peace Officer Academy cost of training to obtain a Peace Officer Standards and Training (POST) Basic Certificate, at the start of employment, the employee will sign, as a condition of employment, an agreement with the terms of repayment. The form of the repayment agreement is attached as Exhibit B and incorporated herein.

Repayment shall be due and payable in full at the time of separation unless the parties agree to a payment plan.

For the County of Mendocino:

Handwritten signature of Cherie Johnson in blue ink.

Cherie Johnson, Deputy CEO

6/14/2024

Date

For the Deputy Sheriffs' Association:

Handwritten signature of J. Vanoufan in blue ink.

Deputy Sheriffs' Association

6-14-2024

Date

MENDOCINO COUNTY SHERIFF'S OFFICE PEACE OFFICER ACADEMY
TRAINING EXPENSE REIMBURSEMENT POLICY

Background

In the past a substantial number of persons have accepted the benefit of training paid for by the Mendocino County Sheriff's Office ("MCSO") and then have voluntarily separated from service to join other law enforcement agencies or have decided for personal reasons that police work is not their preference.

Purpose

The purpose of this provision is to insure that the recruit either accept a commitment of service to MCSO or be responsible for costs associated with Peace Officer Academy training to obtain a Peace Officer Standards and Training (POST) Basic Certificate.

Policy

Any member who, prior to completing five years of service, voluntarily separates from service with the department shall be responsible for reimbursing MCSO, on a full or prorated basis, for the cost of his/her training at a Peace Officer Academy to obtain a POST Basic Certificate. To the extent that this amount exceeds the maximum that may be legally recovered, MCSO shall be entitled to recover only the maximum allowable under the law.

A schedule of the member's reimbursement responsibility is set forth as follows:

- Separation prior to 1 year. 100% repayment.
- Separation after 1 year but before completing the second year 80% repayment.
- Separation after 2 years but before completing the third year 60% repayment.
- Separation after 3 years but before completing the fourth year 40% repayment.
- Separation after 4 years but before completing the fifth year 20% repayment.
- Separation after 5 years 0% repayment.

"Cost of training" includes the following:

- (1) Tuition, including Academy uniform; and
- (2) Room and board (if paid by MCSO).

Repayment shall be due and payable in full at the time of separation unless the parties agree to a payment plan.

A member shall not be deemed to have voluntarily separated under this provision if the member can demonstrate that at the time of separation a personal emergency or other extreme facts requiring an absence from service which could not be reasonably accommodated by either a leave of absence or a request for re-employment upon cessation of the emergency or extreme facts. A demonstrated health problem of member or of a person in the member's

Peace Officer Academy Training Reimbursement Side Letter - Exhibit A

immediate family is an example of such an emergency.

At the start of employment, the member will sign, as a condition of employment, an agreement with the terms of repayment, the form of which is attached to this policy.

AGREEMENT FOR REIMBURSEMENT OF PEACE OFFICER ACADEMY TRAINING EXPENSES FOR A POST BASIC CERTIFICATE

This Agreement is made as of the ____ day of _____, by and between _____ and the Mendocino County Sheriff's Office ("MCSO").

RECITALS

WHEREAS, in the past a substantial number of persons have accepted the benefit of training paid for by the Mendocino County Sheriff's Office and then have voluntarily separated from service to join other law enforcement agencies or have decided for personal reasons that police work is not their preference; and

WHEREAS, MCSO desires to take full financial responsibility for Peace Officer Academy training for recruits who continue to be employed with MCSO for at least five years; and

WHEREAS, MCSO desires to insure that the recruit either accept a commitment of service to the Sheriff's Office or be responsible for costs associated with Peace Officer Academy training to obtain a POST Basic Certificate.

AGREEMENT

1. In the event that I voluntarily separate from service with MCSO at any time prior to providing five years of service to MCSO, I agree to reimburse MCSO, on a full or prorate basis, for the \$_____ cost of my training at a Peace Officer Academy to obtain a Peace Officer Standards and Training (POST) Basic Certificate.
2. "Cost of training" includes the following:
 - Tuition, including Academy uniform; and
 - Room and board (if paid by MCSO)
3. [DATE] is established as the start of my employment with MCSO
4. I agree to the following schedule of my reimbursement responsibility:
 - Separation prior to 1 year. 100% repayment of the \$_____.
 - Separation after 1 year but before completing the second year 80% repayment of the \$_____.
 - Separation after 2 years but before completing the third year 60% repayment of the \$_____.
 - Separation after 3 years but before completing the fourth year 40% repayment of the \$_____.
 - Separation after 4 years but before completing the fifth year 20% repayment of the \$_____.
 - Separation after 5 years 0% repayment.
5. I understand and agree that repayment shall be due and payable in full at the time of separation unless the parties agree to a payment plan.

Peace Officer Academy Training Reimbursement Side Letter - Exhibit B

6. I will not be deemed to have voluntarily separated under this provision if I can demonstrate that at the time of separation a personal emergency or other extreme facts requiring my absence from service which could not be reasonably accommodated by either a leave of absence or a request for re-employment upon cessation of the emergency or extreme facts. A demonstrated health problem of member or of a person in the member's immediate family is an example of such an emergency.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first hereinabove written.

MENDOCINO COUNTY SHERIFF'S OFFICE

BY:

(Employee)