

**PAYMENT OF LAW ENFORCEMENT TRAINING  
AND EXPENSES AGREEMENT**

This agreement (“Agreement”), made and entered into this \_\_\_\_ day of \_\_\_\_\_, 200\_, by and between the University of Central Florida, for and on behalf of its Board of Trustees, a public corporation organized and existing under the laws of the State of Florida (“University”), and \_\_\_\_\_, an individual (“Applicant”).

WHEREAS, the Applicant is desirous of obtaining law enforcement employment, police recruit training, and/or field training with the University as a law enforcement officer; and

WHEREAS, the Applicant understands that, should he or she be hired as a police officer in the University of Central Florida Department of Public Safety and Police, the University will incur various expenses, including but not limited to costs of police recruit training tuition and expenses; costs of administering tests and conducting interviews; costs of performing background investigations; costs of medical, psychiatric, drug screening, and other employment-related examinations; costs of providing uniforms, equipment, and protective gear; costs for field training and training sessions conducted by the University of Central Florida Department of Public Safety and Police; and salary paid to police officers during their training;

WHEREAS the University is desirous of augmenting its work force with quality law enforcement officers who are or will be certified pursuant to Chapter 943, Florida Statutes, and is willing to assume the various costs associated with the examination, interviewing, and investigation of prospective police officers and the provision of uniforms and equipment, recruit training, field training, professional development training and salary during training for newly-hired officers, provided the University receives a commitment from the Applicant that he or she will remain employed in the University of Central Florida Department of Public Safety and Police for a period of at least three (3) years following the completion of the first phase of field training, barring permanent disability or death; and

WHEREAS, the Applicant understands and acknowledges that, should he or she be hired as a police officer for the University of Central Florida Department of Public Safety and Police, he or she will be expected to remain in the employment of the University for a period of at least three (3) years following the completion of the first phase of field training, barring permanent disability or death, or else reimburse the University for expenses incurred by the University in equipping and training him or her as further set forth herein.

NOW WHEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the University and the Applicant agree as follows:

SECTION 1. The University agrees that it will:

- (a) Consider the Applicant for employment as a police officer for the University of Central Florida Department of Public Safety and Police;
- (b) Administer various examinations and conduct a background investigation to determine whether the Applicant is an appropriate candidate for employment as a police officer for the University of Central Florida Department of Public Safety and Police;
- (c) Provide initial uniforms, equipment, and protective gear to the Applicant if the Applicant is hired as a police officer;
- (d) Provide Applicant with training, including but not limited to, a certified police recruit training academy, a qualified law enforcement field training program. After such training the Applicant must become authorized for solo patrol within six (6) months of being hired or graduating from recruit training; provided, however, that this six-month period may be extended, at the sole discretion of the University, by periods of approved leave;
- (e) Provide advanced training and instruction as the University, in its sole discretion, deems appropriate; and
- (f) Pay the Applicant his or her regular wages during any period in which he or she is being trained, such wages are understood and acknowledged to be in excess of the applicable minimum wage.

SECTION 2. For purposes of this Agreement, the Obligation Period shall be that period of time from the date of hire until three years following completion of the first phase of the field training program.

SECTION 3. The Applicant agrees that should he or she be hired as a police officer for the University of Central Florida Department of Public Safety and Police, he or she will not voluntarily terminate employment with the University as a police officer during his or her Obligation Period. In the event that Applicant does voluntarily terminate employment at any time during the Obligation Period, he or she shall reimburse the University, pursuant to the following schedule, for costs incurred by the University on behalf of the Applicant at the values enumerated in Section 4 below.

- (a) 100%, if Applicant voluntarily terminates any time between the date of hire and the end of the first twelve (12) months following the completion of the first phase of the field training program;
- (b) 50%, if Applicant voluntarily terminates during the second twelve (12) months following the completion of the first phase of the field training program;

- (c) 25%, if Applicant voluntarily terminates during the third twelve (12) months following the completion of the first phase of the field training program.

SECTION 4. Schedule of costs that may be incurred by University and certain agreed upon values:

- (a) pre-employment testing and examinations (including but not limited to: mandatory drug screening; medical screening for Hepatitis infection; background investigation; polygraph examination; hearing test; psychological evaluation and report; and medical stress-test), the total value of which for purposes of this Agreement shall be deemed to be \$2,200.00;
- (b) uniforms, equipment, and protective gear issued by University to the Applicant after hire; however, Applicant will not be charged for any uniforms or equipment which the University in its sole discretion determines it may reissue after applicant's resignation. Protective gear issued by the University as to which the University may seek reimbursement may include ballistics body armor, the value of which shall be deemed for purposes of this Agreement to be \$750; uniforms issued by the University as to which the University may seek reimbursement may include initial uniforms, the total value of which, for purposes of this Agreement, shall not exceed \$2,000;
- (d) University of Central Florida law enforcement field officer training, the value of which shall be deemed for purposes of this Agreement to be \$5,000. Other off-site police officer training actually provided to Applicant will be valued at the price of actual tuition or registration fees plus actual travel costs, including per diem allowances, for Applicant; and
- (e) police recruit training including salary, if applicable, the value of which for the purposes of this agreement shall be deemed to be the actual costs to the University for tuition, lab fees, uniforms, salary during training and any other costs associated with recruit training.

SECTION 5. The Obligation Period referenced in this Agreement shall expire on the three (3) year anniversary date of the completion of the first phase of the field training program; provided however, that the Obligation Period may be extended, at the sole discretion of the University, by period(s) of leave utilized by the Applicant during this period.

SECTION 6. The Applicant understands and agrees that continued employment with the University of Central Florida Department of Public Safety and Police is

contingent upon his or her completion of a probationary period of twelve (12) months and continued performance to the satisfaction of the University of Central Florida Department of Public Safety and Police. Nothing contained herein shall be construed as a promise or an agreement by the University to retain the Applicant as a police officer for the University of Central Florida Department of Public Safety and Police for the duration of the Obligation Period or any portion thereof.

SECTION 7. The University will not seek reimbursement of any of the costs set forth in Section 4 if:

(a) the University does not hire the Applicant;

(b) if, during the probationary period, the University terminates or discharges the Applicant from the University of Central Florida Department of Public Safety and Police, where the termination or discharge is for other than disciplinary reasons; or

(c) if, after the probationary period, the University terminates or discharges the Applicant from the University of Central Florida Department of Public Safety and Police, for any reason.

SECTION 8. The University does not, by this Agreement, waive any of the rights, privileges, or prerogatives it possesses pursuant to any applicable federal, state, or local laws, rules, regulations, or ordinances, or pursuant to any applicable collective bargaining agreement or policies which may now be in effect or which may be in effect in the future.

SECTION 9. The Applicant agrees that, should it become necessary for the University to file suit to collect the costs set forth in Section 4, he or she will pay all costs of said suit, including reasonable attorneys' fees (even if in-house counsel is used) and all interest allowed at the legal rate on the amount which is owed.

SECTION 10. The Applicant agrees that any monies due the University at the time of termination shall be paid in full within the first thirty (30) days from the date of the Applicant's termination. Any balance of monies due the University under the terms of this Agreement unpaid after the first thirty (30) days from the date of the Applicant's termination shall be payable with interest at the legal rate on the amount which is owed.

SECTION 11. The Applicant further agrees and acknowledges that at the time of his or her termination, reimbursement of any monies specified in this Agreement may be taken from any monies due to the Employee, including but not limited to salary in excess of the minimum wage and including any annual, compensatory, or sick leave balances which might otherwise be paid to the Applicant upon termination. The Applicant specifically authorizes the University to retain sufficient monies from his or her paycheck to satisfy these payments. Any remaining balance due shall be paid as set forth in Section 10. The Applicant agrees that the retention authorized by this section shall not

operate to waive the right of the University to commence legal proceedings against him or her to recoup any outstanding balances.

SECTION 12. The Agreement shall be governed by the laws of the State of Florida. Any action commenced to enforce the terms of this Agreement shall be commenced in Orange County, Florida, and only venue in Orange County, Florida, shall be deemed appropriate for any action under this Agreement.

SECTION 13. This Agreement shall in no way be construed to alter the terms and conditions of Applicant's employment as set out by the University.

SECTION 14. Applicant acknowledges that he or she has read and understands this Agreement and has been provided sufficient opportunity to consult with an attorney or other person or advisor of choice prior to entering into this Agreement.

SECTION 15. The invalidity of any portion of this Agreement will not and shall not affect the validity of any other portion. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

**UNIVERSITY OF CENTRAL FLORIDA**

By: \_\_\_\_\_  
Authorized representative for University  
Print Name: \_\_\_\_\_

**APPLICANT**

By: \_\_\_\_\_  
Applicant  
Print Name: \_\_\_\_\_

SWORN TO and subscribed before me this \_\_\_\_ day of \_\_\_\_\_,  
200\_\_, by \_\_\_\_\_, who produced his/her  
\_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida at large

