

VIRGINIA:

IN THE GENERAL DISTRICT COURT OF THE CITY OF STAUNTON

CITY OF STAUNTON, VIRGINIA,

Plaintiff,

v.

Civil Action No. GV19-622

CARTER THOMPSON,

Defendant.

BILL OF PARTICULARS

The Plaintiff, the City of Staunton, asserts the following as its Bill of Particulars in this breach of contract action which was filed only after numerous efforts by the City of Staunton to resolve the matter amicably:

I. PARTIES

1. The Plaintiff (the City), at all times relevant to this action, was and is a municipal corporation of the Commonwealth of Virginia that has a law enforcement agency known as the City of Staunton Police Department (Police Department), which is accredited by the Commission on Accreditation for Law Enforcement Agencies, Inc.

2. The Defendant, Carter Thompson (Thompson), a resident of the City of Staunton, was employed by the City in 2016 to be trained as and become a certified police officer but resigned her position in 2018 despite only 241.75 hours of actual patrol work service and despite the City's investment in her under Section 3 of a July 5, 2016 contract of the stipulated value of the City's basic training costs of \$17,794.08.



II. JURISDICTION AND VENUE

3. This Court has jurisdiction over this civil action, pursuant to Va. Code § 16.1-77(1).

4. Venue is proper in this court under Va. Code § 8.01-262(4), because the acts and conduct giving rise to this action occurred in this City.

III. AUTHORITY

5. The City is authorized to file suit, pursuant to Va. Code § 15.2-1404.

6. The City Attorney, as general counsel for the City, has “control of all law business of the city,” and is charged with the duty of commencing all actions and suits on behalf of the City, pursuant to Section 2.35.030, of Chapter 2.35, of Title 2 of the Staunton City Code, and has filed the warrant in debt. The Staunton City Council, the governing body of the City of Staunton, recently elaborated further on the authority of the City Attorney, unanimously adopting a May 9, 2019 resolution, a copy of which is annexed and incorporated by reference as **EXHIBIT A**.

IV. FACTS

7. On July 5, 2016, Thompson commenced employment with the City to become trained as a police officer.

8. As a condition of employment, as with other new such hires in like Police Department positions, Thompson was required to execute a Training Agreement (the Agreement) and complete initial training, consisting of department and field training and academy training through the Central Shenandoah Criminal Justice Training Academy

(the Academy), such Agreement as executed by Thompson being annexed and incorporated by reference as **EXHIBIT B**.

9. Thompson has never disputed signing and being bound by the Agreement, which provides in Section 1 that:

1.1. The Officer has made application for employment as a police officer and for initial training by the City and through the Central Shenandoah Criminal Justice Training Academy, to be funded by the City. The City is willing to employ the Officer upon condition that this Agreement be fully executed. The Officer and the City expect that, upon successful completion of the initial training program, the Officer would qualify for assignment not only with the City but also with numerous law enforcement agencies and in security and other positions that benefit from the City's provision of training for the Officer.

1.2. The City will incur substantial cost in providing training for the Officer.

1.3. The City is willing to provide training, without cost to the Officer, with the understanding that the Officer becomes and remains a police officer for the City of Staunton for a minimum prescribed time, unless the City elects to terminate the Officer's employment.

1.4. The City and the Officer recognize that the City's substantial initial training cost is an investment in the Officer and it is inequitable for the City to incur such cost if the Officer does not remain a City police officer for a minimum prescribed time.

10. Section 4 of the Agreement provides, in part, that:

[o]nce the Officer begins initial training with the agency (law enforcement academy and/or field training program), the officer shall continue employment with the City for at least a three-year period after the date of employment unless the City elects to terminate the Officer's employment. Individuals continuing in a law enforcement position with another agency following their separation from the City within the three-year period shall reimburse the City a portion of the value of the initial training in the

amount as follows: \$4,000 for Basic Training; \$2,000 for Supplemental Training; and \$6,000 if the Officer receives both Basic Training and Supplemental Training.

11. Thompson attended training at the Academy between July 11, 2016 and November 11, 2016. Thompson then underwent field training between November 14, 2016 and February 26, 2017.

12. Thompson failed her initial certification test which then required additional, remedial training at the Academy between February 20, 2017 and March 3, 2017 and she then resumed field training between March 6, 2017 and March 21, 2017. Thompson subsequently retested on or about March 22, 2017 and at that time became a certified police officer. During all of her training time the City paid her at the hourly rate of a police officer.

13. On May 17, 2017, upon her request, Thompson was allowed light-duty desk assignment and worked in several clerical-administrative roles within the Police Department, but the City still paid Thompson at the hourly rate of police officer while working in the clerical-administrative positions.

14. Thompson requested and took leave beginning December 18, 2017, which the City also accommodated.

15. Thompson did not have sufficient leave time accrued in advance of her December 18, 2017 leave to receive paid leave and actually requested from other City employees special treatment for what is termed "shared leave." Pursuant to the City's personnel policy No. 5.4, "[s]hared leave provides City employees . . . with leave donated directly by other City employees," an excerpt of which is annexed and incorporated by reference as **EXHIBIT C**. Thompson received a total of 353 hours (the equivalent of

several work months) of paid shared leave between December 18, 2017 and February 23, 2018 that was generously donated by other City employees to Thompson.

16. On March 8, 2018, Thompson then formally resigned from the Police Department, to be effective March 12, 2018, by letter, a copy of which is annexed and incorporated by reference as **EXHIBIT D**.

17. On March 15, 2018, the City notified Thompson that her resignation would be effective February 28, 2018, by letter, a copy of which is annexed and incorporated by reference as **EXHIBIT E**.

18. In total, Thompson's time with the Police Department was comprised of the following:

- 1,435.75 paid hours for training;
- 241.75 paid hours working on active patrol;
- 1,043.25 paid hours in the light-duty clerical-administrative tasks within the Police Department; and
- 733 hours paid hours for leave which included general leave, holidays, and donated shared leave.

In essence—Thompson despite being fully paid by the City all the while as an active police officer—worked on patrol merely 7% of the total time. In other words, she did not serve on active patrol 93% of the time of her paid employment by the City.

19. On or about November 6, 2018, approximately eight months after Thompson's resignation from the Police Department, the City became aware that Thompson intended to take a position with the Staunton Sheriff, another law enforcement agency, who is a separate constitutional officer and agency.

20. By letter dated November 6, 2018, the City contacted Thompson, noting the terms of the Agreement and requesting reimbursement of \$4,000.00, in accordance with the Agreement, a copy of such letter being annexed and incorporated by reference as **EXHIBIT F. Thompson failed to respond.**

21. By letter dated November 14, 2018, the City once more contacted Thompson about her contractual obligations to the City, a copy of such letter being annexed and incorporated by reference as **EXHIBIT G. Thompson once more ignored the City and failed to respond.**

22. On November 19, 2018, Thompson formally began employment as a deputy sheriff with the Staunton Sheriff.

23. By letter dated December 6, 2018, the City again sought an amicable resolution regarding Thompson's contractual obligations to the City under the Agreement, a copy of such letter being annexed and incorporated by reference as **EXHIBIT H.** The author of the letter, the City's HR Director, even enclosed a Virginia Supreme Court opinion and highlighted that the "Sheriff is a distinctly separate office, as the Supreme Court's opinion indicates, and gets its funding largely from the state for such purposes...." Again, Thompson did not respond and did not contest her contractual obligations.

24. Then, by letter dated January 3, 2019, from Police Chief Jim Williams, the City contacted Thompson again seeking an amicable resolution regarding Thompson's contractual obligations to the City under the Agreement, a copy of such letter being annexed and incorporated by reference as **EXHIBIT I.**

25. By email dated January 15, 2019, Thompson finally contacted the City to acknowledge receipt of the January 3, 2019 letter and asserted that her legal counsel had tried to contact the City, a copy of such email being annexed and incorporated by reference as **EXHIBIT J. Still, Thompson did not deny her contractual obligations to the City under the Agreement.**

26. Then, by email dated January 16, 2019 from Chief Williams to Thompson, the City inquired as to the identity of Thompson's legal counsel and noted that anyone claiming to represent Thompson had not attempted to contact the City, a copy of such email being annexed and incorporated by reference as **EXHIBIT K. Thompson failed to respond.**

27. Then, again, by letter dated January 28, 2019, Chief Williams contacted Thompson once more to seek an amicable resolution to the matter, a copy of such letter being annexed and incorporated by reference as **EXHIBIT L. Thompson ignored the City once again and failed to respond.**

28. By letter dated March 19, 2019, the City Treasurer also endeavored to bridge communications and contacted Thompson as part of the ongoing amicable effort to reach resolution, proposing periodic payment arrangements for the reimbursement of the \$4,000.00, a copy of such letter being annexed and incorporated by reference as **EXHIBIT M. Thompson did not deny to the Treasurer her obligations to the City under the Agreement.**

29. By letter dated April 10, 2019, the City Treasurer contacted Thompson yet once more to try to establish amicable payment arrangements, a copy of such letter being

annexed and incorporated by reference as **EXHIBIT N.** As before, Thompson did not deny her obligations to the City under the Agreement.

30. Neither Thompson nor anyone representing her has ever responded with any procedural or substantive challenge, dispute, contest or rebuttal as to the authenticity and enforceability of the Agreement and Thompson's obligations under the Agreement.

V. BREACH OF CONTRACT CLAIM

31. The City incorporates by reference the allegations in paragraphs 1 – 29 as if set forth in full.

32. The Agreement between the City and Thompson is a legally enforceable agreement.

33. The City met its obligations under the Agreement, even going beyond these obligations such as by allowing Thompson to retest to be a certified police officer after she had initially failed, affording Thompson light-duty assignments yet paying her at the police officer's rate of pay, granting Thompson generous paid leave, and making repeated efforts to work with her on her contractual obligations to the City under the Agreement.

34. Thompson breached the Agreement under its Section 4 provisions after voluntarily resigning with less than three years of employment with the City and taking a position with another law enforcement agency, the Sheriff's office, and the failing, despite numerous contacts on behalf of the City, to meet her obligations to pay pursuant to and in breach also of the provisions of Section 6 of the Agreement, which provides:

Payment Options. Unless the Officer satisfies all obligations of this Agreement, the Officer shall pay to the

City the applicable amount specified in section 4 of this Agreement in either of two ways:

6.1. If the Officer repays the full amount within thirty (30) days of separating from employment with the City, the Officer shall receive a five per cent (5%) discount and refund of the required reimbursement amount for the initial Basic Training or Supplemental Training (e.g., 5% of \$4,000); or

6.2. The Officer shall sign a promissory note, in a form approved by the City Treasurer, with payment to be authorized and made in thirty-six (36) equal monthly installments, with interest at the Virginia judgment rate of interest in effect at the time the Officer separates from employment with the City.

35. The Staunton Sheriff is a constitutional officer whose office exists and is controlled and managed as a separate law enforcement agency, and is not affiliated with the Police Department.

36. The Sheriff's office is "another law enforcement agency" within the clear language of Section 4 the Agreement.

37. Article VII, § 4 of the Constitution of Virginia provides that:

There shall be elected by the qualified voters of each county and city a treasurer, a sheriff, an attorney for the Commonwealth, a clerk, who shall be clerk of the court in the office of which deeds are recorded, and a commissioner of revenue. The duties and compensation of such officers shall be prescribed by general law or special act.

38. Va. Code § 15.2-1404 provides that:

[t]he voters in every county and city shall elect a sheriff unless otherwise provided by general law or special act. The sheriff shall exercise all the powers conferred and perform all the duties imposed upon sheriffs by general law. He shall enforce the law or see that it is enforced in the locality from which he is elected; assist in the judicial process as provided by general law; and be charged with the custody, feeding and care of all prisoners confined in the county or city jail. He may perform such other duties,

not inconsistent with his office, as may be requested of him by the governing body. The sheriff shall be elected as provided by general law for a term of four years.

39. In *Carraway v. Hill*, 265 Va. 20, 24, 574 S.E.2d 274, 276 (2003), the Supreme Court of Virginia has held that:

[a] constitutional officer is an independent public official whose authority is derived from the Constitution of Virginia even though the duties of the office may be prescribed by statute. While constitutional officers may perform certain functions in conjunction with units of county or municipal government, neither the officers nor their offices are agencies of such governmental units.

40. Deputy sheriffs' salaries are paid by the Commonwealth of Virginia, authorized through the Virginia Compensation Board, as prescribed in the general appropriation act, pursuant to Va. Code § 15.2-1609.7, which states, in part: "[t]he Commonwealth shall pay the salaries and expense allowances of such sheriffs and their full-time deputies, and of the compensation and expense allowances of their part-time deputies" As Mr. Venn, the Human Resources Director for the City explained in his December 6, 2018 letter, annexed and incorporated by reference as **EXHIBIT H**, the Sheriff's Office largely receives its funding directly from the state, and municipalities are funded through local taxes and assessments, pursuant to Va. Code § 15.2-1104.

41. In *Roop v. Whitt*, 289 Va. 274, 280, 768 S.E.2d 692, 696 (2015), the Supreme Court of Virginia concluded that employees of constitutional officers are not local government employees, specifically noting:

'[w]hile constitutional officers may perform certain functions in conjunction with' local government, they are neither agents of nor subordinate to local government. The local government has no control over their work performance. Similarly, constitutional officers are elected by the voters for prescribed terms. They are neither hired

nor fired by the locality. They therefore are not local employees.

Accordingly, a sheriff's deputy, who is an employee of the sheriff, is not a local employee....

42. Even the federal courts have concluded: "under Virginia law, sheriffs are independent constitutional officers whose power does not derive from the state or [locality]." *Taylor v. County of Fluvanna*, 70 F. Supp. 2d 655, 656, 1999 U.S. Dist. LEXIS 17351, 1, 2.

43. Contracts such as the Agreement are enforceable—and should be and are enforced. *See, e.g., Alex Bridges, Judge rules deputy owes sheriff training costs*, The Northern Virginia Daily (Apr. 8, 2019), https://www.nvdaily.com/nvdaily/judge-rules-deputy-owes-sheriff-training-costs/article_85ada84f-75ed-5d7c-9f4e-b0d2b9b2ae96.html, annexed and incorporated by reference as **EXHIBIT O**.

44. The City has been damaged by Thompson's continuing breach of her legal obligations to the City.

VI. RELIEF

45. The City is entitled to \$4,000.00 pursuant to the provisions of Section 4 of the Agreement, along with attorney's fees of 25% under Section 7 of the Agreement, and 6% interest from March 31, 2018, under Section 6 of the Agreement.

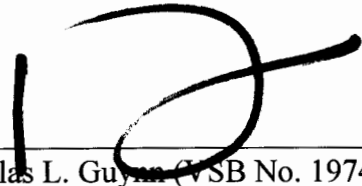
VII. JUDGMENT

46. For these and other reasons, the City moves for entry of judgment against Thompson.

Respectfully submitted,

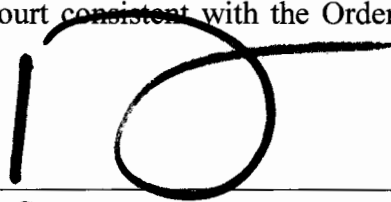
CITY OF STAUNTON, VIRGINIA

By Counsel


By: _____
Douglas L. Gynn (VSB No. 19748)
City Attorney
City of Staunton
116 W. Beverley Street
Post Office Box 58
Staunton, Virginia 24402-0058
Phone: 540-332-3992
Counsel for Plaintiff

CERTIFICATE

I certify that a copy of this Bill of Particulars was hand-delivered today, on this 12th day of June, 2019, to Thomas Weidner, IV, in open court consistent with the Order of the Court.



Douglas L. Gynn

**RESOLUTION OF THE STAUNTON CITY COUNCIL
FURTHER MEMORIALIZING
THE CONTINUING AUTHORITY OF THE CITY ATTORNEY TO
AUTHORIZE CLAIMS, ACTIONS, SUITS, APPEALS, CHALLENGES AND
ALL OTHER PROCEEDINGS OF ANY NATURE IN ANY COURT, TRIBUNAL,
OR IN ANY FORUM ON BEHALF OF THE CITY**

RECITALS

A. Under the provisions of Section 2.35.010, General Powers and Duties, of Chapter 2.35, City Attorney, of Title 2, Administration, of the Staunton City Code, the City Attorney "shall have the management, charge and control of all law business of the city."

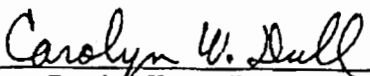
B. Under the provisions of Section 2.35.030, Duties with respect to litigation, of Chapter 2.35, City Attorney, of Title 2, Administration, of the Staunton City Code,

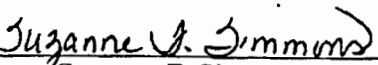
[i]t shall be the duty of the city attorney, unless otherwise directed by the council, to commence and prosecute all actions and suits to be commenced by the city before any tribunal in this state, whether in law or in equity, and to appear in defense and to advocate the rights and interests of the city, or of any officer of the city, in any suit or prosecution for any act in the discharge of his official duties wherein any estate, right, privilege, ordinance or acts of the city government may be brought in question.

C. These recitals are an integral part of this resolution.

NOW, THEREFORE, to the extent necessary, the Council of the City of Staunton **AFFIRMS** that the City Attorney has the continuing authority, without further action of City Council, to commence and defend and direct and manage all claims, actions, suits, appeals, challenges and all other proceedings of any nature and to discontinue any such matters in any court, tribunal or in any forum that, in the judgment and discretion of the City Attorney, serves the City's interests.

Adopted this 9th day of May, 2019.


Carolyn W. Dull, Mayor

ATTEST: 
Suzanne F. Simmons
Clerk of Council

**CITY OF STAUNTON,
VIRGINIA
TRAINING AGREEMENT
STAUNTON POLICE DEPARTMENT**

This training agreement (Agreement), dated 7/5/16, 2016 for identification, is made by and between the CITY OF STAUNTON, VIRGINIA ("the City"), a municipal corporation of the Commonwealth of Virginia, and Carter Thompson [insert name] ("the Officer"), a resident of Staunton [insert City/County reference].

1. Recitals.

1.1. The Officer has made application for employment as a police officer and for initial training by the City and through the Central Shenandoah Criminal Justice Training Academy, to be funded by the City. The City is willing to employ the Officer upon condition that this Agreement be fully executed. The Officer and the City expect that, upon successful completion of the initial training program, the Officer would qualify for assignment not only with the City but also with numerous law enforcement agencies and in security and other positions that benefit from the City's provision of training for the Officer.

1.2. The City will incur substantial cost in providing initial training for the Officer.

1.3. The City is willing to provide initial training, without cost to the Officer, with the understanding that the Officer becomes and remains a police officer for the City for a minimum prescribed time, unless the City elects to terminate the Officer's employment.

1.4. The City and the Officer recognize that the City's substantial initial training cost is an investment in the Officer and it is inequitable for the City to incur such cost if the Officer does not remain a Staunton police officer for a minimum prescribed time.

1.5. These recitals are an integral part of this Agreement.

2. Definitions. For purposes of this Agreement, the following terms shall have the defined meanings:

"Initial training" means and includes all training provided by the City and by any other organization on behalf or at the request of the City, prior to, at the beginning or within the first year following the Officer's initial period of employment as a police officer with the City.

"Initial period of employment" means an introductory period of employment that allows the employee and the City to determine if the employee is suited for the job. During the initial period of employment, employees may be terminated at the pleasure of the City without access to the grievance procedure.

3. City's Obligation. The City shall pay the Officer's salary for the initial period of employment and the expenses related to the initial training of the Officer, as summarized on Exhibit A annexed and incorporated by reference into this Agreement. If the Officer attends a basic law enforcement training program as authorized by the City after being hired by the City, the Officer and the City stipulate and agree that the value of this basic training ("Basic Training") is Seventeen Thousand, Seven Hundred Ninety-Four Dollars and Eight Cents (\$17,794.08). If, however, the Officer is already certified as _____ through the Commonwealth of Virginia prior to training with the City, the Officer and the City stipulate and agree that the value of this supplemental training ("Supplemental Training") is Nine Thousand Eight Hundred Eighty-Five Dollars and Forty-Eight Cents (\$9,885.48).

4. Officer's Obligation. Once the Officer begins initial training with the agency (law enforcement academy and/or field training program), the officer shall continue employment with the City for at least a three-year period after the date of employment unless the City elects to terminate the Officer's employment. Individuals continuing in a law enforcement position with another agency following their separation from the City within the three year period shall reimburse the City a portion of the value of the initial training in the amount as follows: \$4,000 for Basic Training; \$2,000 for Supplemental Training; and \$6,000 if the Officer receives both Basic Training and Supplemental Training.

5. Excusal From Payment. If the Officer retires due to permanent disability as granted by the Virginia Retirement System, or dies before serving the three-year period of employment as provided in Section 4 of this Agreement, the obligation to repay the City is excused in its entirety.

6. Payment Options. Unless the Officer satisfies all obligations of this Agreement, the Officer shall pay to the City the applicable amount specified in paragraph 4 of this Agreement in either of two ways:

6.1. If the Officer repays the full amount within thirty (30) days of separating from employment with the City, the Officer shall receive a five per cent (5%) discount and refund of the required reimbursement amount for the initial Basic Training or Supplemental Training (e.g., 5% of \$4,000); or

6.2. The Officer shall sign a promissory note, in a form approved by the City Treasurer, with payment to be authorized and made in thirty-six (36) equal monthly installments, with interest at the Virginia judgment rate of interest in effect at the time the Officer separates from employment with the City.

7. Expenses of Collection. In the event the Officer does not pay the full amount due within thirty (30) days of separation from employment or does not sign a promissory note as provided in paragraph 6 of this Agreement, or, having signed a promissory note, defaults in payment, the City shall be entitled to collect the entire amount immediately and may take legal action to do so. In the event the City refers this matter for collection to an attorney, including the City Attorney, the City also shall be entitled to recover all costs of collection, including an attorney's fee of 25% of the amount of the principal and accrued interest, which the Officer stipulates is reasonable and necessary.

8. Employment "At Will." The City and the Officer expressly recognize that this Agreement is not a contract of employment; that the Officer at all times serves at the will and pleasure of the City; and that the Officer's employment may be terminated at any time, with or without cause, to the fullest extent permitted by law consistent with the City policies and regulations.

9. Other. This Agreement shall not in any way diminish or affect any authority given to the City by the common law, laws of the Commonwealth of Virginia, or other federal or local law.

10. Notice. Notices pursuant to this Agreement may be given by postage-prepaid first class mail, facsimile, or hand-delivery to the following contacts:

Police Department: Chief of Police
Staunton Police Department
P. O. Box 58
116 West Beverley St. (24401)
City Hall, Basement
Staunton, VA 24402-0058

With a copy to: Director of Human Resources
City of Staunton
P. O. Box 58
116 West Beverley St. (24401)
Third Floor
Staunton, VA 24402-0058

Officer: Carter Thompson
437 Betsy Bell RD B4
Staunton, VA 24401

11. Governing Law and Forum Selection. This Agreement shall be governed by and construed under the laws of the Commonwealth of Virginia, without reference to conflict of laws principles. The City and the Officer agree that any proceeding connected with the subject matter of this Agreement or otherwise related to the rights of either party, contractual or extra-

contractual, shall be instituted or filed and maintained by each and both of them, unless expressly required otherwise by law, solely in the General District or Circuit Court for the City of Staunton, Virginia.

12. Assignment; Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of successors in interest and permitted assigns of the City and the Officer. This Agreement may not be assigned, nor any performance of any duty hereunder be delegated by either the City or the Officer without the prior written consent of the other.

13. Application, Construction and Interpretation; Captions. This Agreement will be applied, construed and interpreted without any regard to any rule or principle of construction concerning the drafting or authorship of the Agreement. The headings or captions in this Agreement are for convenience of reference only and shall not affect the construction or interpretation of the provisions.

14. Appropriations. The obligations of the City are contingent upon and subject to appropriation of sufficient funds for the purpose of this Agreement.

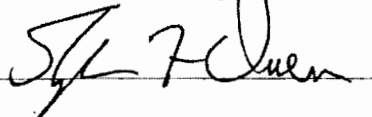
1. Immunity. Nothing in the Agreement shall constitute or be construed as a waiver or modification of the sovereign or other immunity of the City, its officials, employees, or representatives.
2. Entire Agreement; Amendments. The City and the Officer acknowledge that no representation, promise, inducement or agreement not herein expressed has been made in connection with this Agreement. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. They acknowledge that this Agreement and any documents which are to be executed in connection herewith pursuant to the terms of the Agreement contain the entire agreement between them regarding the subject matter thereof and supersede and replace any and all prior oral and written agreements, arrangements or understandings between them hereto relating to the subject matter hereof. This Agreement may

be amended only by a written instrument signed on behalf of the City, as duly authorized, and the Officer.

1. Severability. If any provision, clause or part of this Agreement or the application of such is held invalid or unenforceable for any reason, the remainder of the Agreement or the application of such part under other circumstances shall not be affected and shall remain in full force and effect.

WITNESS the following signatures:

City of Staunton, Virginia:



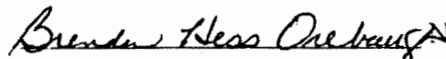
By Stephen F. Owen, City Manager

Date: 7-11-16

Commonwealth of Virginia

City of Staunton, to wit:

The foregoing instrument was acknowledged before me this 11th day of July, 2016
by Stephen F. Owen, City Manager for the City of Staunton, Virginia.

 Notary Public

My commission expires: April 30, 2019

Notary Registration Number: 7508553



Officer:

Carter Thompson

(Signature)

Carter Thompson

(Printed Name)

Date: 7/5/16

Commonwealth of Virginia

City of Staunton, to wit:

The foregoing instrument was acknowledged before me this 5 day of July, 2016
by Sarah Fitzgerald.

[Signature]

Notary Public

My commission expires Oct 31 2017

Notary Registration Number: 0001 7662767

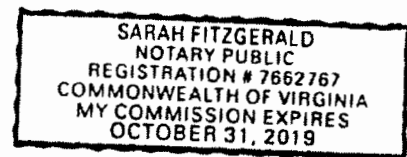


EXHIBIT A

**TO STAUNTON POLICE DEPARTMENT
TRAINING AGREEMENT
STIPULATED VALUE OF TRAINING**

Department and Field Training	600 hours @ \$16.4760 =	\$ 9,885.60
Academy Training	480 hours @ \$16.4760 =	<u>\$ 7,908.48</u>
Total Cost of Basic Training		<u>\$17,794.08</u>

5.4 SHARED LEAVE

Eligibility:

- A full-time employee who is employed in a VRS covered-position and is considered a VRS Plan 1 or VRS Plan 2 member is eligible for shared leave.
- Employee must have at least six months continuous, full-time service with the City of Staunton, used all forms of eligible leave and been absent from work for the illness, injury or incapacitation in a paid or unpaid status for a minimum of seven calendar days. A recipient of shared leave may not exceed one year of absence of regular scheduled hours from the date of illness, injury or incapacitation.

Shared leave provides City employees who have a catastrophic illness, injury, or an extraordinary and unforeseeable circumstance beyond the employee's control with leave donated directly by other City employees. Shared leave can only be used by an employee for her own injury, illness or incapacitation and not for the care of a family member.

Employees using shared leave must be out of work for one full work week using leave or be out on leave without pay before they can use shared leave. Employees will not accrue other forms of paid time off (general leave, holidays, etc.) while using shared leave. Shared leave can be used as an offset to supplement working hours when on light or restricted duty, but the employee will not accrue other forms of paid time off (general leave, holidays, etc.) while using shared leave.

City employees may donate from general leave, major illness and compensatory leave to an employee requesting shared leave. An employee may contribute up to 40 hours to one individual and up to a maximum of 80 hours per calendar year.

An employee may make a request of shared leave to his Department Director. The Department Director, Human Resources Director and City Manager will determine approval consistent with policy and practice.

All donations are strictly voluntary and may be made anonymously to Human Resources.

5.5 FAMILY AND MEDICAL LEAVE ACT (FMLA)

Purpose:

It is the City of Staunton's objective to provide eligible employees family and medical leave in accordance with Family and Medical Leave Act of 1993 (FMLA).

Definitions:

Active Duty: Duty under a call or order to active duty under a provision of law referred to in 10 U.S.C§101 (a)(13)(B).

Certification: A document from a qualified health care provider which includes the date on which the serious health condition began, its probable duration, and the appropriate medical facts within the knowledge of the health care provider regarding the condition.

EXHIBIT D

Carter Thompson
74 Dry Branch Rd
Churchville, VA 24421
540-294-0504
Carterdc3@gmail.com

MAR 09 2018
PT:

March 8, 2018

Staunton Police Department
116 West Beverley St.
Staunton, VA 24401
540-332-3842

To Whom It May Concern:

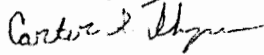
I regret to inform you that I am resigning my position and will not be returning from FMLA leave effective March 12, 2018. Unfortunately, personal circumstances at this time require my full attention which leaves me no time to fulfill my duties to Staunton Police Department.

I am very sorry to have caused any inconvenience. I cannot thank you enough for the opportunities Staunton Police Department has provided me. Working here for the past two years has been incredibly instrumental in my personal growth, and I will never forget the colleagues and friends I have made here.

Thank you so much for your understanding in this matter. I have loved my job and I will look back on my time here with wonderful memories.

Sincerely,

Carter Thompson





116 W. Beverley Street
P.O. Box 58
Staunton, Virginia 24402
540.332.3825 (office)
540.851.4029 (fax)

DEPARTMENT OF
HUMAN RESOURCES



116 W. Beverley Street
Staunton, Virginia 24401
540.332.3820 (office)
540.332.3824 (fax)

March 15, 2018

Carter R. Thompson
74 Dry Branch Rd.
Churchville, VA 24421

The purpose of this letter is to advise you of how your fringe benefits will be handled due to your resignation effective February 28, 2018.

Virginia Retirement System gives you the option of withdrawing your contributions, leaving the money in the retirement system, or you may make a plan-to-plan transfer.

Refund: VRS now processes refunds online. Log in to myVRS to submit your refund request. VRS is required to withhold 20% for Federal and 4% for Virginia income taxes.

Leaving the money in the retirement system: By leaving the money in VRS, you will retain your membership and service credit. If you wish to leave your contributions in the System, VRS Form 3-A should be filed with VRS.

Rollover: You may make a rollover to a financial institution of your eligible pension plan or retirement account. Such a rollover will enable you to avoid the 20% mandatory federal tax withholding.

Your Aetna Health insurance will expire on February 28, 2018. A letter of explanation and a form will be sent to you from Layman, Diener and Borntrager who administers our Cobra benefits.

VRS also gives you the option of converting your life insurance. Enclosed are your benefit options from Minnesota Life. You have only 31 days from date of termination to submit the form to the insurance company.

In your time with us, you have had a significant number of experiences and we could benefit from your perceptions, suggestions, and working relationships. Please complete and return the enclosed questionnaire in the self-addressed stamped envelope. This information is confidential and will only be used to identify benefits, training, etc. that could improve employment with the City of Staunton.

Carter Thompson
Continued 2nd Page

Your final payroll check including any accrued General Leave will be issued on March 16, 2018.
If you have any questions about any of these matters as you make this transition, do not hesitate
to contact us at 332-3825.

Sincerely,

A handwritten signature in black ink, appearing to read 'C. Burnett', written in a cursive style.

Cynthia Q. Burnett
Assistant Human Resources Director

Enclosures

DEPARTMENT OF HUMAN RESOURCES
CITY & SCHOOLS
November 6, 2018

Ms. Carter Thompson
1009 Seth Dr., Apt. #400
Staunton, VA. 24401

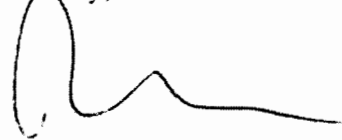
RE: CITY OF STAUNTON POLICE DEPARTMENT: TRAINING AGREEMENT

Dear Ms. Thompson:

It is our understanding that you have accepted a position with the Sheriff's Office (City of Staunton) as a Deputy Sheriff beginning **November 19, 2018**. As you recall, you were hired on July 5, 2016 as a Police Officer with the Staunton Police Department and signed the enclosed Training Agreement which stipulates that "once the officer begins initial training with the agency (law enforcement academy and/or field training program), the officer shall continue employment with the City for at least a three-year period after the date of employment unless the City elects to terminate the Officer's employment." Because your separation date with the City was February 28, 2018, you did not fulfill your three-year obligation per the agreement.

Per the Training Agreement, "individuals continuing in a law enforcement position with another agency following their separation from the City within the three-year period shall reimburse the City a portion of the value of the initial training in the amount as follows: **\$4000 for Basic Training**." As a result of your upcoming employment with the Sheriff's Office on November 19, 2018, you will be required to reimburse the City of Staunton the amount of \$4000 per the agreement. Please contact me no later than **Tuesday, November 13, 2018** to share with me why you believe the provisions set forth in this Training Agreement do not apply to you as it relates to your new employment with the Sheriff's Office. You can contact me by letter (address below), email (vennjg@ci.staunton.va.us) or phone (540-332-3914). I would be happy to answer any questions you may have as well.

Sincerely,



Jonathan G. Venn, SHRM-SCP
Chief Human Resources Officer
Staunton City Schools/City of Staunton

Enclosure: Training Agreement

**CITY OF STAUNTON,
VIRGINIA
TRAINING AGREEMENT
STAUNTON POLICE DEPARTMENT**

This training agreement (Agreement), dated 7/5/16, 2016 for identification, is made by and between the CITY OF STAUNTON, VIRGINIA ("the City"), a municipal corporation of the Commonwealth of Virginia, and Carter Thompson [insert name] ("the Officer"), a resident of Staunton [insert City/County reference].

1. Recitals.

1.1. The Officer has made application for employment as a police officer and for initial training by the City and through the Central Shenandoah Criminal Justice Training Academy, to be funded by the City. The City is willing to employ the Officer upon condition that this Agreement be fully executed. The Officer and the City expect that, upon successful completion of the initial training program, the Officer would qualify for assignment not only with the City but also with numerous law enforcement agencies and in security and other positions that benefit from the City's provision of training for the Officer.

1.2. The City will incur substantial cost in providing initial training for the Officer.

1.3. The City is willing to provide initial training, without cost to the Officer, with the understanding that the Officer becomes and remains a police officer for the City for a minimum prescribed time, unless the City elects to terminate the Officer's employment.

1.4. The City and the Officer recognize that the City's substantial initial training cost is an investment in the Officer and it is inequitable for the City to incur such cost if the Officer does not remain a Staunton police officer for a minimum prescribed time.

1.5. These recitals are an integral part of this Agreement.

2. Definitions. For purposes of this Agreement, the following terms shall have the defined meanings:

"Initial training" means and includes all training provided by the City and by any other organization on behalf or at the request of the City, prior to, at the beginning or within the first year following the Officer's initial period of employment as a police officer with the City.

"Initial period of employment" means an introductory period of employment that allows the employee and the City to determine if the employee is suited for the job. During the initial period of employment, employees may be terminated at the pleasure of the City without access to the grievance procedure.

3. City's Obligation. The City shall pay the Officer's salary for the initial period of employment and the expenses related to the initial training of the Officer, as summarized on Exhibit A annexed and incorporated by reference into this Agreement. If the Officer attends a basic law enforcement training program as authorized by the City after being hired by the City, the Officer and the City stipulate and agree that the value of this basic training ("Basic Training") is Seventeen Thousand, Seven Hundred Ninety-Four Dollars and Eight Cents (\$17,794.08). If, however, the Officer is already certified as _____ through the Commonwealth of Virginia prior to training with the City, the Officer and the City stipulate and agree that the value of this supplemental training ("Supplemental Training") is Nine Thousand Eight Hundred Eighty-Five Dollars and Forty-Eight Cents (\$9,885.48).

4. Officer's Obligation. Once the Officer begins initial training with the agency (law enforcement academy and/or field training program), the officer shall continue employment with the City for at least a three-year period after the date of employment unless the City elects to terminate the Officer's employment. Individuals continuing in a law enforcement position with another agency following their separation from the City within the three year period shall reimburse the City a portion of the value of the initial training in the amount as follows: \$4,000 for Basic Training; \$2,000 for Supplemental Training; and \$6,000 if the Officer receives both Basic Training and Supplemental Training.

5. Excusal From Payment. If the Officer retires due to permanent disability as granted by the Virginia Retirement System, or dies before serving the three-year period of employment as provided in Section 4 of this Agreement, the obligation to repay the City is excused in its entirety.

6. Payment Options. Unless the Officer satisfies all obligations of this Agreement, the Officer shall pay to the City the applicable amount specified in paragraph 4 of this Agreement in either of two ways:

6.1. If the Officer repays the full amount within thirty (30) days of separating from employment with the City, the Officer shall receive a five per cent (5%) discount and refund of the required reimbursement amount for the initial Basic Training or Supplemental Training (e.g., 5% of \$4,000); or

6.2. The Officer shall sign a promissory note, in a form approved by the City Treasurer, with payment to be authorized and made in thirty-six (36) equal monthly installments, with interest at the Virginia judgment rate of interest in effect at the time the Officer separates from employment with the City.

7. Expenses of Collection. In the event the Officer does not pay the full amount due within thirty (30) days of separation from employment or does not sign a promissory note as provided in paragraph 6 of this Agreement, or, having signed a promissory note, defaults in payment, the City shall be entitled to collect the entire amount immediately and may take legal action to do so. In the event the City refers this matter for collection to an attorney, including the City Attorney, the City also shall be entitled to recover all costs of collection, including an attorney's fee of 25% of the amount of the principal and accrued interest, which the Officer stipulates is reasonable and necessary.

8. Employment "At Will." The City and the Officer expressly recognize that this Agreement is not a contract of employment; that the Officer at all times serves at the will and pleasure of the City; and that the Officer's employment may be terminated at any time, with or without cause, to the fullest extent permitted by law consistent with the City policies and regulations.

9. Other. This Agreement shall not in any way diminish or affect any authority given to the City by the common law, laws of the Commonwealth of Virginia, or other federal or local law.

10. Notice. Notices pursuant to this Agreement may be given by postage-prepaid first class mail, facsimile, or hand-delivery to the following contacts:

Police Department: Chief of Police
Staunton Police Department
P. O. Box 58
116 West Beverley St. (24401)
City Hall, Basement
Staunton, VA 24402-0058

With a copy to: Director of Human Resources
City of Staunton
P. O. Box 58
116 West Beverley St. (24401)
Third Floor
Staunton, VA 24402-0058

Officer: Carter Thompson
437 Betsy Bell RD B4
Staunton, VA 24401

11. Governing Law and Forum Selection. This Agreement shall be governed by and construed under the laws of the Commonwealth of Virginia, without reference to conflict of laws principles. The City and the Officer agree that any proceeding connected with the subject matter of this Agreement or otherwise related to the rights of either party, contractual or extra-

contractual, shall be instituted or filed and maintained by each and both of them, unless expressly required otherwise by law, solely in the General District or Circuit Court for the City of Staunton, Virginia.

12. Assignment; Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of successors in interest and permitted assigns of the City and the Officer. This Agreement may not be assigned, nor any performance of any duty hereunder be delegated by either the City or the Officer without the prior written consent of the other.

13. Application, Construction and Interpretation; Captions. This Agreement will be applied, construed and interpreted without any regard to any rule or principle of construction concerning the drafting or authorship of the Agreement. The headings or captions in this Agreement are for convenience of reference only and shall not affect the construction or interpretation of the provisions.

14. Appropriations. The obligations of the City are contingent upon and subject to appropriation of sufficient funds for the purpose of this Agreement.

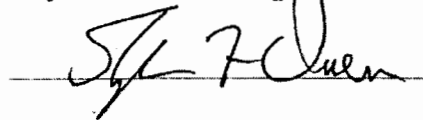
1. Immunity. Nothing in the Agreement shall constitute or be construed as a waiver or modification of the sovereign or other immunity of the City, its officials, employees, or representatives.
2. Entire Agreement; Amendments. The City and the Officer acknowledge that no representation, promise, inducement or agreement not herein expressed has been made in connection with this Agreement. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. They acknowledge that this Agreement and any documents which are to be executed in connection herewith pursuant to the terms of the Agreement contain the entire agreement between them regarding the subject matter thereof and supersede and replace any and all prior oral and written agreements, arrangements or understandings between them hereto relating to the subject matter hereof. This Agreement may

be amended only by a written instrument signed on behalf of the City, as duly authorized, and the Officer.

1. Severability. If any provision, clause or part of this Agreement or the application of such is held invalid or unenforceable for any reason, the remainder of the Agreement or the application of such part under other circumstances shall not be affected and shall remain in full force and effect.

WITNESS the following signatures:

City of Staunton, Virginia:



By Stephen F. Owen, City Manager

Date: 7-11-16

Commonwealth of Virginia

City of Staunton, to wit:

The foregoing instrument was acknowledged before me this 11th day of July, 2016 by Stephen F. Owen, City Manager for the City of Staunton, Virginia.

Brenda Hess Orebough Notary Public

My commission expires: April 30, 2019

Notary Registration Number: 7508553



Officer:

Carter Thompson

(Signature)

Carter Thompson

(Printed Name)

Date: 7/5/16

Commonwealth of Virginia

City of Staunton, to wit:

The foregoing instrument was acknowledged before me this 5 day of July, 2016
by Sarah Fitzgerald.

[Signature]

Notary Public

My commission expires Oct 31 2017

Notary Registration Number: 0001 7662767

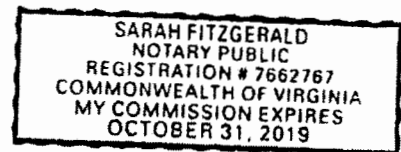


EXHIBIT A

**TO STAUNTON POLICE DEPARTMENT
TRAINING AGREEMENT
STIPULATED VALUE OF TRAINING**

Department and Field Training	600 hours @ \$16.4760 =	\$ 9,885.60
Academy Training	480 hours @ \$16.4760 =	<u>\$ 7,908.48</u>
Total Cost of Basic Training		<u>\$17,794.08</u>



EXHIBIT G

DEPARTMENT OF HUMAN RESOURCES
CITY & SCHOOLS
November 14, 2018

Ms. Carter Thompson
1009 Seth Dr., Apt. #400
Staunton, VA. 24401

RE: FOLLOW-UP: Staunton Police Department-Training Agreement

Dear Ms. Thompson:

Enclosed is a copy of my November 6, 2018 letter and the SPD Training Agreement you signed on July 5, 2016. As you are aware, you and I talked about the essence of my November 6, 2018 letter by phone on November 8, 2018. As of today, I have not received any reply from you that addresses the substance of my letter, and I take this opportunity to communicate further with you in the spirit of understanding.

To get some further sense of what informs my original inquiry to you, please find enclosed a copy of a recent Virginia Supreme Court opinion. While in a different factual context, its reasoning seems to apply to the question of whether, under your agreement with the City, you will be working for another law enforcement agency, the Sheriff, rather than for the City Police agency. My take away from my perspective is that the Virginia Supreme Court is recognizing that a Sheriff's department is a distinct, different agency for all the reasons mentioned in the opinion. Please let me have your input to my initial inquiry by **Monday, November 26, 2018**. Absent receiving anything substantive in response regarding the contractual provision, I will infer you have nothing to offer in rebuttal. As before, you can contact me by letter (address below), email (vennjd@ci.staunton.va.us) or phone (540-332-3914). I would be happy to answer any questions you may have as well.

Sincerely,

Jonathan G. Venn, SHRM-SCP
Chief Human Resources Officer
Staunton City Schools/City of Staunton

Enclosures: November 6, 2018 Letter
SPD Training Agreement
2015 Virginia Supreme Court opinion (Roop v. Whitt)

116 W. Beverley Street Staunton Virginia 24401
City 540 332 3825 (office) 540 351 4020 (fax) Schools 540 332 3920 (office) 540 332 3924 (fax)



DEPARTMENT OF HUMAN RESOURCES
CITY & SCHOOLS
November 6, 2018

Ms. Carter Thompson
1009 Seth Dr., Apt. #400
Staunton, VA. 24401

RE: CITY OF STAUNTON POLICE DEPARTMENT: TRAINING AGREEMENT

Dear Ms. Thompson:

It is our understanding that you have accepted a position with the Sheriff's Office (City of Staunton) as a Deputy Sheriff beginning **November 19, 2018**. As you recall, you were hired on July 5, 2016 as a Police Officer with the Staunton Police Department and signed the enclosed Training Agreement which stipulates that "once the officer begins initial training with the agency (law enforcement academy and/or field training program), the officer shall continue employment with the City for at least a three-year period after the date of employment unless the City elects to terminate the Officer's employment." Because your separation date with the City was February 28, 2018, you did not fulfill your three-year obligation per the agreement.

Per the Training Agreement, "individuals continuing in a law enforcement position with another agency following their separation from the City within the three-year period shall reimburse the City a portion of the value of the initial training in the amount as follows: **\$4000 for Basic Training**." As a result of your upcoming employment with the Sheriff's Office on November 19, 2018, you will be required to reimburse the City of Staunton the amount of \$4000 per the agreement. Please contact me no later than **Tuesday, November 13, 2018** to share with me why you believe the provisions set forth in this Training Agreement do not apply to you as it relates to your new employment with the Sheriff's Office. You can contact me by letter (address below), email (vennjg@ci.staunton.va.us) or phone (540-332-3914). I would be happy to answer any questions you may have as well.

Sincerely,

A handwritten signature in black ink, appearing to read "Jonathan G. Venn".

Jonathan G. Venn, SHRM-SCP
Chief Human Resources Officer
Staunton City Schools/City of Staunton

Enclosure: Training Agreement

**CITY OF STAUNTON,
VIRGINIA
TRAINING AGREEMENT
STAUNTON POLICE DEPARTMENT**

This training agreement (Agreement), dated 7/5/16, 2016 for identification, is made by and between the CITY OF STAUNTON, VIRGINIA ("the City"), a municipal corporation of the Commonwealth of Virginia, and Carter Thompson [insert name] ("the Officer"), a resident of Staunton [insert City/County reference].

1. Recitals.

1.1. The Officer has made application for employment as a police officer and for initial training by the City and through the Central Shenandoah Criminal Justice Training Academy, to be funded by the City. The City is willing to employ the Officer upon condition that this Agreement be fully executed. The Officer and the City expect that, upon successful completion of the initial training program, the Officer would qualify for assignment not only with the City but also with numerous law enforcement agencies and in security and other positions that benefit from the City's provision of training for the Officer.

1.2. The City will incur substantial cost in providing initial training for the Officer.

1.3. The City is willing to provide initial training, without cost to the Officer, with the understanding that the Officer becomes and remains a police officer for the City for a minimum prescribed time, unless the City elects to terminate the Officer's employment.

1.4. The City and the Officer recognize that the City's substantial initial training cost is an investment in the Officer and it is inequitable for the City to incur such cost if the Officer does not remain a Staunton police officer for a minimum prescribed time.

1.5. These recitals are an integral part of this Agreement.

2. Definitions. For purposes of this Agreement, the following terms shall have the defined meanings:

"Initial training" means and includes all training provided by the City and by any other organization on behalf or at the request of the City, prior to, at the beginning or within the first year following the Officer's initial period of employment as a police officer with the City.

"Initial period of employment" means an introductory period of employment that allows the employee and the City to determine if the employee is suited for the job. During the initial period of employment, employees may be terminated at the pleasure of the City without access to the grievance procedure.

3. City's Obligation. The City shall pay the Officer's salary for the initial period of employment and the expenses related to the initial training of the Officer, as summarized on Exhibit A annexed and incorporated by reference into this Agreement. If the Officer attends a basic law enforcement training program as authorized by the City after being hired by the City, the Officer and the City stipulate and agree that the value of this basic training ("Basic Training") is Seventeen Thousand, Seven Hundred Ninety-Four Dollars and Eight Cents (\$17,794.08). If, however, the Officer is already certified as _____ through the Commonwealth of Virginia prior to training with the City, the Officer and the City stipulate and agree that the value of this supplemental training ("Supplemental Training") is Nine Thousand Eight Hundred Eighty-Five Dollars and Forty-Eight Cents (\$9,885.48).

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5. Excusal From Payment. If the Officer retires due to permanent disability as granted by the Virginia Retirement System, or dies before serving the three-year period of employment as provided in Section 4 of this Agreement, the obligation to repay the City is excused in its entirety.

6. Payment Options. Unless the Officer satisfies all obligations of this Agreement, the Officer shall pay to the City the applicable amount specified in paragraph 4 of this Agreement in either of two ways:

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6.2. The Officer shall sign a promissory note, in a form approved by the City Treasurer, with payment to be authorized and made in thirty-six (36) equal monthly installments, with interest at the Virginia judgment rate of interest in effect at the time the Officer separates from employment with the City.

7. Expenses of Collection. In the event the Officer does not pay the full amount due within thirty (30) days of separation from employment or does not sign a promissory note as provided in paragraph 6 of this Agreement, or, having signed a promissory note, defaults in payment, the City shall be entitled to collect the entire amount immediately and may take legal action to do so. In the event the City refers this matter for collection to an attorney, including the City Attorney, the City also shall be entitled to recover all costs of collection, including an attorney's fee of 25% of the amount of the principal and accrued interest, which the Officer stipulates is reasonable and necessary.

8. Employment "At Will." The City and the Officer expressly recognize that this Agreement is not a contract of employment; that the Officer at all times serves at the will and pleasure of the City; and that the Officer's employment may be terminated at any time, with or without cause, to the fullest extent permitted by law consistent with the City policies and regulations.

9. Other. This Agreement shall not in any way diminish or affect any authority given to the City by the common law, laws of the Commonwealth of Virginia, or other federal or local law.

10. Notice. Notices pursuant to this Agreement may be given by postage-prepaid first class mail, facsimile, or hand-delivery to the following contacts:

Police Department: Chief of Police
Staunton Police Department
P. O. Box 58
116 West Beverley St. (24401)
City Hall, Basement
Staunton, VA 24402-0058

With a copy to: Director of Human Resources
City of Staunton
P. O. Box 58
116 West Beverley St. (24401)
Third Floor
Staunton, VA 24402-0058

Officer:

Carter Thompson
437 Betsy Bell RD B4
Staunton, VA 24401

11. Governing Law and Forum Selection. This Agreement shall be governed by and construed under the laws of the Commonwealth of Virginia, without reference to conflict of laws principles. The City and the Officer agree that any proceeding connected with the subject matter of this Agreement or otherwise related to the rights of either party, contractual or extra-

contractual, shall be instituted or filed and maintained by each and both of them, unless expressly required otherwise by law, solely in the General District or Circuit Court for the City of Staunton, Virginia.

12. Assignment; Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of successors in interest and permitted assigns of the City and the Officer. This Agreement may not be assigned, nor any performance of any duty hereunder be delegated by either the City or the Officer without the prior written consent of the other.

13. Application, Construction and Interpretation; Captions. This Agreement will be applied, construed and interpreted without any regard to any rule or principle of construction concerning the drafting or authorship of the Agreement. The headings or captions in this Agreement are for convenience of reference only and shall not affect the construction or interpretation of the provisions.

14. Appropriations. The obligations of the City are contingent upon and subject to appropriation of sufficient funds for the purpose of this Agreement.

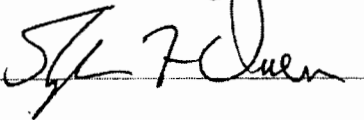
1. Immunity. Nothing in the Agreement shall constitute or be construed as a waiver or modification of the sovereign or other immunity of the City, its officials, employees, or representatives.
2. Entire Agreement; Amendments. The City and the Officer acknowledge that no representation, promise, inducement or agreement not herein expressed has been made in connection with this Agreement. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. They acknowledge that this Agreement and any documents which are to be executed in connection herewith pursuant to the terms of the Agreement contain the entire agreement between them regarding the subject matter thereof and supersede and replace any and all prior oral and written agreements, arrangements or understandings between them hereto relating to the subject matter hereof. This Agreement may

be amended only by a written instrument signed on behalf of the City, as duly authorized, and the Officer.

1. Severability. If any provision, clause or part of this Agreement or the application of such is held invalid or unenforceable for any reason, the remainder of the Agreement or the application of such part under other circumstances shall not be affected and shall remain in full force and effect.

WITNESS the following signatures:

City of Staunton, Virginia:



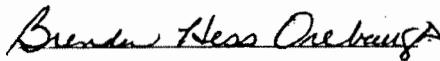
By Stephen F. Owen, City Manager

Date: 7-11-16

Commonwealth of Virginia

City of Staunton, to wit:

The foregoing instrument was acknowledged before me this 11th day of July, 2016
by Stephen F. Owen, City Manager for the City of Staunton, Virginia.

 Notary Public

My commission expires: April 30, 2019

Notary Registration Number: 7508553



Officer:

Carter Thompson

(Signature)

Carter Thompson

(Printed Name)

Date: 7/5/16

Commonwealth of Virginia

City of Staunton, to wit:

The foregoing instrument was acknowledged before me this 5 day of July, 2016
by Sarah Fitzgerald.

[Signature]

Notary Public

My commission expires Oct 31 2017

Notary Registration Number: 0001 7662767

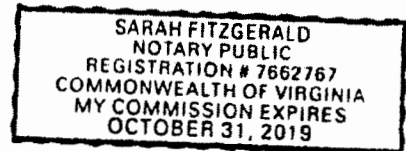


EXHIBIT A

**TO STAUNTON POLICE DEPARTMENT
TRAINING AGREEMENT
STIPULATED VALUE OF TRAINING**

Department and Field Training	600 hours @ \$16.4760 =	\$ 9,885.60
Academy Training	480 hours @ \$16.4760 =	<u>\$ 7,908.48</u>
Total Cost of Basic Training		<u>\$17,794.08</u>



Positive

As of: November 2, 2018 6:55 PM Z

Roop v. Whitt

Supreme Court of Virginia
February 26, 2015, Decided
Record No. 140836

Reporter

289 Va. 274 *; 768 S.E.2d 692 **; 2015 Va. LEXIS 22 ***; 39 I.E.R. Cas. (BNA) 1471

BRAD L. **ROOP** v. J.T. "TOMMY" WHITT, IN HIS
CAPACITY AS SHERIFF

Outcome

Judgment affirmed.

Prior History: [***1] FROM THE CIRCUIT COURT OF
MONTGOMERY COUNTY. J. Howe Brown, Jr., Judge
Designate.

LexisNexis® Headnotes

Roop v. Whitt, 2014 Va. LEXIS 137 (Va., Sept. 25,
2014)

Disposition: Affirmed.

Labor & Employment Law > Wrongful
Termination > General Overview

Core Terms

local employee, sheriff, amended complaint, sheriff's
deputy, circuit court, amend, local government,
termination, purposes

HN1 [L] Labor & Employment Law, Wrongful
Termination

Va. Code Ann. § 15.2-1512.4 protects the right of any
local employee to express opinions to state or local
elected officials on matters of public concern.

Case Summary

Overview

HOLDINGS: [1]-The circuit court did not err in sustaining
a sheriff's demurrer to an investigator's action for
retaliatory termination because, while constitutional
officers, including sheriffs, could perform certain
functions in conjunction with local government, they
were creations of Va. Const. art. VII, § 4, their offices
and powers existed independent from the local
government, and the investigator, as a sheriff's deputy,
was an employee of the sheriff and was not a local
employee for the purposes of § 15.2-1512.4; [2]-The
Supreme Court of Virginia could not review the circuit
court's decision to deny leave to amend because, while
the record reflected that the investigator made an oral
motion for leave to amend the amended complaint,
nothing disclosed any proffer or description of how the
amendment would alter the pleading upon which the
circuit court had ruled.

Civil Procedure > Appeals > Standards of
Review > De Novo Review

Governments > Legislation > Interpretation

HN2 [L] Standards of Review, De Novo Review

The Supreme Court of Virginia reviews questions of
statutory interpretation de novo.

Labor & Employment Law > Wrongful
Termination > General Overview

HN3 [L] Labor & Employment Law, Wrongful
Termination

See Va. Code Ann. § 15.2-1512.4.

Governments > Legislation > Interpretation

HN4 [📄] Legislation, Interpretation

Statutes may be considered as in pari materia when they relate to the same person or thing, the same class of persons or things or to the same subject or to closely connected subjects or objects.

Governments > Legislation > Interpretation

HN5 [📄] Legislation, Interpretation

When the legislature leaves a term undefined, courts must give it its ordinary meaning, taking into account the context in which it is used.

Governments > State & Territorial
Governments > Employees & Officials

Governments > Local Governments > Employees & Officials

Governments > Local Governments > Police Power

Governments > State & Territorial
Governments > Relations With Governments

HN6 [📄] State & Territorial Governments, Employees & Officials

A sheriff's deputy is appointed only by the sheriff, who may remove a deputy subject only to a few statutory limitations, such as those in Va. Code Ann. § 15.2-1604, Va. Code Ann. § 15.2-1603. Further, the compensation of the sheriff and his or her deputies is paid by the Commonwealth, not the locality. Va. Code Ann. §§ 15.2-1609.7 and 15.2-1609.9. Finally, there is no privity of obligation existing between a deputy sheriff and the board of supervisors of a county. The supervisors have no say as to whom the sheriff shall appoint as his deputy; they do not prescribe his duties; they have no control over his conduct; they have no power to remove him from office nor any control over the duration of his term thereof.

Governments > Local Governments > Employees & Officials

HN7 [📄] Local Governments, Employees & Officials

A sheriff's deputy is the employee of the sheriff, not the local government.

Governments > Local Governments > General Overview

HN8 [📄] Governments, Local Governments

Under the Constitution of Virginia, the General Assembly may create or dissolve localities at will. Va. Const. art. VII, § 2. The legislature may likewise provide by statute for a locality's government and administration. A locality therefore has no government until one is authorized by the General Assembly.

Governments > State & Territorial
Governments > Employees & Officials

Governments > Local Governments > Employees & Officials

HN9 [📄] State & Territorial Governments, Employees & Officials

Constitutional officers, including sheriffs, are creations of the constitution itself. Va. Const. art. VII, § 4. Their offices exist, abeyant and unfilled, by virtue of constitutional origination from the moment their county or city is created by the legislature. Their offices and powers exist independent from the local government and they do not derive their existence or their power from it. Their compensation and duties are subject to legislative control, but only by state statute and not local ordinance.

Governments > Local Governments > Employees & Officials

Governments > State & Territorial
Governments > Employees & Officials

HN10 [📄] Local Governments, Employees & Officials

While constitutional officers may perform certain functions in conjunction with local government, they are neither agents of nor subordinate to local government.

The local government has no control over their work performance. Similarly, constitutional officers are elected by the voters for prescribed terms. They are neither hired nor fired by the locality. They therefore are not local employees.

Civil Procedure > Appeals > Record on Appeal

HN11[↓] Appeals, Record on Appeal

Appellate courts cannot review a ruling of a lower court for error when the appellant does not bring within the record on appeal the basis for that ruling or provide the courts with a record that adequately demonstrates that the lower court erred.

Civil Procedure > Appeals > Record on Appeal

HN12[↓] Appeals, Record on Appeal

Appellate rules require an appellant to present a sufficient record on which the court can determine whether or not the lower court has erred.

Judges: PRESENT: Lemons, C.J., Goodwyn, Millette, Mims, and McClanahan, JJ., and Russell and Lacy, S.JJ. OPINION BY JUSTICE WILLIAM C. MIMS.

Opinion by: WILLIAM C. MIMS

Opinion

[*276] [*693] OPINION BY JUSTICE WILLIAM C. MIMS

In this appeal, we consider whether a sheriff's deputy is a local employee for the purposes of Code § 15.2-1512.4.

I. BACKGROUND AND MATERIAL PROCEEDINGS BELOW

Brad L. Roop was Captain of Criminal Investigations in the Montgomery County Sheriff's Office ("MCSO"). In May 2012, an [*694] employee of the Virginia Department of Forensic Science ("DFS") [*277] informed Roop that the laboratory had repeatedly failed to detect any controlled substances in evidence submitted by the MCSO Street Crimes Unit ("SCU").

Roop met with Sheriff J.T. "Tommy" Whitt because Roop believed that the information from DFS could suggest corruption, impropriety, or malfeasance by MCSO employees. Whitt directed Roop to investigate the matter.

During his investigation, Roop discovered what he considered to be troubling irregularities in several cases involving controlled substances, domestic violence, and child endangerment. The alleged irregularities included misrepresentations [***2] to the Commonwealth's attorney's office, alteration of incident reports, use of a deputy's brother as a confidential informant, and controlled drug buys that failed to yield controlled substances.

On June 23, 2012, Roop reported his findings to Whitt. On June 26, Whitt met with the captain supervising the SCU. Later that day, Whitt met with Roop and informed Roop that his discoveries had been sufficiently explained. Roop disagreed, advising Whitt that the evidence contained in Roop's report could not be ignored.

On June 29, Whitt suspended Roop with pay and informed him that Whitt would initiate an internal affairs investigation by the Blacksburg Police Department into Roop's conduct. Roop was never provided with the results of such an investigation, if any. However, Whitt subsequently informed Roop that he believed Roop had initiated the SCU investigation for personal reasons, including a desire to discredit the SCU's incumbent supervising captain so Roop could command the unit himself. On August 28, Whitt terminated Roop's employment with the MCSO.

On December 7, 2012 Roop filed a complaint alleging that his termination was impermissible retaliation, in violation of HN1[↑] Code § 15.2-1512.4, which protects [***3] the right of "any local employee to express opinions to state or local elected officials on matters of public concern." In May 2013, he filed a motion for leave to amend the complaint and a proposed amended complaint pursuant to Rule 1:8. Whitt opposed Roop's motion. In July, Roop filed a new amended complaint substantially different from the one he proposed in May with his motion for leave to amend.

Whitt filed a demurrer to the July amended complaint and a motion to dismiss, arguing that Code § 15.2-1512.4 created no right [*278] of action. He further argued that even if the statute created a right of action, it did not apply to Roop because he was not a local employee.

The circuit court held a hearing on the demurrer and motion to dismiss the July amended complaint. At the hearing, Roop argued that he was a local employee for the purposes of Code § 15.2-1512.4 and that he had a right of action under Code § 8.01-221. He also made an oral motion for leave to amend his amended complaint. The court ruled that neither Code § 8.01-221 nor Code § 15.2-1512.4 created a cause of action. It also ruled that Roop was not a local employee for the purposes of Code § 15.2-1512.4 because sheriffs have broad discretion in the hiring and firing of deputies. The court thereafter entered an amended final order sustaining [***4] the demurrer, denying leave to amend the amended complaint, and granting the motion to dismiss.

We awarded Roop this appeal.

II. ANALYSIS

In one assignment of error, Roop asserts that the circuit court erred by ruling that he was not a local employee for the purposes of Code § 15.2-1512.4. He argues that sheriff's deputies are included as local employees under Code §§ 15.2-1512.2 and 51.1-700. He also argues that even if sheriffs have discretion to terminate their deputies at will, this Court recognized a cause of action for termination of employment in violation of public policy in Bowman v. State Bank of Keysville, 229 Va. 534, 540, 331 S.E.2d 797, 801 (1985). He contends his termination violated the public policy expressed in Code § 15.2-1512.4 and therefore is actionable.

Whether a sheriff's deputy is a "local employee" as that term is used in Code § 15.2-1512.4 is a question of statutory interpretation. [**695] HN2 [↑] We review such questions de novo. Payne v. Fairfax County Sch. Bd., 288 Va. 432, 434, 764 S.E.2d 40, 42 (2014).

Code § 15.2-1512.4 provides in relevant part that HN3 [↑] "[n]othing in [Chapter 15 of Title 15.2] shall be construed to prohibit or otherwise restrict the right of any local employee to express opinions to state or local elected officials on matters of public concern, nor shall a local employee be subject to acts of retaliation because the employee has expressed such opinions." The section includes no definition of the term "local employee." [***5] The only such [**279] definition in the Code is in Code § 51.1-700. However, the application of that definition is expressly limited to Chapter 7 of Title 51.1, a chapter dealing with federal social security in a title covering pensions, benefits, and retirement. Code § 51.1-700. That subject is not connected to the one before us here, and we do not believe the General

Assembly intended it to apply to Chapter 15 of Title 15.2. Cf. Prillaman v. Commonwealth, 199 Va. 401, 405, 100 S.E.2d 4, 7 (1957) ("The general rule is that HN4 [↑] statutes may be considered as in pari materia when they relate to the same person or thing, the same class of persons or things or to the same subject or to closely connected subjects or objects.")

HN5 [↑] "When the legislature leaves a term undefined, courts must give [it] its ordinary meaning, taking into account the context in which it is used." American Tradition Inst. v. Rector & Visitors of the Univ. of Va., 287 Va. 330, 341, 756 S.E.2d 435, 441 (2014) (internal quotation marks and alteration omitted). The ordinary meaning of "employee" is "one employed by another," Webster's Third New International Dictionary 743 (1993), or "[s]omeone who works in the service of another person (the employer) under an express or implied contract of hire, under which the employer has the right to control the details of work performance". Black's Law Dictionary 639 (10th ed. 2014).

HN6 [↑] A sheriff's deputy is appointed [***6] only by the sheriff, who may remove a deputy subject only to a few statutory limitations, such as those in Code § 15.2-1604. Code § 15.2-1603. Further, the compensation of the sheriff and his or her deputies is paid by the Commonwealth, not the locality.¹

Code §§ 15.2-1609.7 and 15.2-1609.9. Finally, "[t]here is no privity of obligation existing between a deputy sheriff and the board of supervisors of a county. The supervisors . . . have no say as to whom the sheriff shall appoint as his deputy; they do not prescribe his duties; they have no control over his conduct; they have no power to remove him from office nor any control over the duration of his term thereof" Rockingham County v. Lucas, 142 Va. 84, 92, 128 S.E. 574, 576 (1925).

[*280] Accordingly, HN7 [↑] a sheriff's deputy is the employee of the sheriff, not the local government. To ascertain whether a sheriff's deputy may be a local employee derivatively, through the sheriff, we must consider the role of the sheriff as a constitutional officer.

¹Local governments may appropriate supplemental compensation. Code § 15.2-1605.1. They may condition such appropriations on the sheriff's acceptance of certain restrictions on the use of the appropriated funds. See Bailey v. Loudoun County Sheriff's Office, 288 Va. 159, 167-68, 762 S.E.2d 763, 765 (2014).

HN8 Under the Constitution of Virginia, the General Assembly may create or dissolve localities at will. *Va. Const. art. VII, § 2*. The legislature may likewise provide *****7** by statute for a locality's government and administration. *Id.* A locality therefore has no government until one is authorized by the General Assembly.

By contrast, **HN9** constitutional officers, including sheriffs, are creations of the constitution itself. *Va. Const. art. VII, § 4*. Their offices exist, abeyant and unfilled, by virtue of constitutional origination from the moment their county or city is created by the legislature. Their offices and powers exist independent from the local government and they do not derive their existence or their power from it. Their compensation and duties are subject to legislative control, but only by state statute and not local ordinance. *Id.*; see *Carraway v. Hill*, 265 Va. 20, 24, 574 S.E.2d 274, 276 (2003).

*****696** Consequently, **HN10** "[w]hile constitutional officers may perform certain functions in conjunction with" local government, they are neither agents of nor subordinate to local government. *Id.* The local government has no control over their work performance. Similarly, constitutional officers are elected by the voters for prescribed terms. They are neither hired nor fired by the locality. They therefore are not local employees.

Accordingly, a sheriff's deputy, who is an employee of the sheriff, is not a local employee for the purposes of *Code § 15.2-1512.4*. The circuit *****8** court did not err in sustaining Whitt's demurrer.

In another assignment of error, **Roop** asserts that the circuit court abused its discretion by denying his motion for leave to amend the amended complaint. He argues that *Rule 1:8* requires leave to be liberally granted and that Whitt would not have been prejudiced by the amendment. However, while the record reflects that **Roop** made an oral motion for leave to amend the amended complaint, nothing discloses any proffer or description of how the amendment would alter the pleading upon which the circuit court had ruled. We therefore cannot review the court's decision to deny ***281** leave to amend. *Prince Seating Corp. v. Rabideau*, 275 Va. 468, 470, 659 S.E.2d 305, 307 (2008) (per curiam) (**HN11**) "We cannot review the ruling of a lower court for error when the appellant does not bring within the record on appeal the basis for that ruling or provide us with a record that adequately demonstrates that the court erred. **HN12** Our rules require the appellant to present a sufficient record on

which the court can determine whether or not the lower court has erred." (internal quotation marks omitted)).

For these reasons, we will affirm the judgment of the circuit court.²

Affirmed.

End of Document

² **Roop** expressly waived an additional assignment of error in which he asserted that circuit *****9** court erred in ruling that *Code § 8.01-221* did not create a cause of action.



EXHIBIT H

DEPARTMENT OF HUMAN RESOURCES
CITY & SCHOOLS

December 6, 2018

Ms. Carter Thompson
1009 Seth Dr., Apt. #400
Staunton, VA. 24401

RE: FOLLOW-UP: Staunton Police Department-Training Agreement

Dear Ms. Thompson:

Please find enclosed, for your ease of reference as a further courtesy, my prior letters to you. Most recently, I wrote to you by letter dated November 14, 2018 and asked for your input by Monday, November 26, 2018. Now, almost two weeks have elapsed and I've had no substantive response, including no response to the Virginia Supreme Court case opinion which I provided to you in the spirit of constructively informing you. I infer that your lack of response may actually reflect that you have no analysis to offer in reply to my inquiry, including no rebuttal to the Virginia Supreme Court's apt analysis of the legally distinctive, separate nature of the office of Sheriff.

As you can appreciate, the Staunton Police Department ended up bearing substantial expense, drawing from its operational budget, for the significant cost of your training so that you could serve as a police officer for the Police Department in its role as the primary law enforcement agency in the jurisdiction of the city of Staunton. Given that the Sheriff is a distinctively separate office, as the Supreme Court's opinion indicates, and gets its funding largely from the state for such purposes, it is a reasonable notion that your voluntary decision to leave the Staunton Police Department, without working even a single shift after supported generously with donated shared leave, falls within the language of the contractual commitment which you made in connection with your hiring with the Staunton Police Department. My impression also continues to be that even the Sheriff has identified his office as a different entity.

I will inform the Staunton Chief of Police about the status of my efforts to communicate with you. I suggest you may want to schedule a time to meet with him to talk about your contract, a copy of which is also enclosed for ease of reference as a courtesy.

116 W. Beverley Street Staunton, Virginia 24401

City: 540.332.3825 (office) 540.851.4020 (fax) Schools: 540.332.3920 (office) 540.332.3924 (fax)

BIRTHPLACE OF THE COUNCIL-MANAGER FORM OF GOVERNMENT

As before, you can contact me by letter (address below), email (vennig@ci.staunton.va.us) or phone (540-332-3914). I would be happy to answer any questions you may have as well.

Sincerely,

A handwritten signature in black ink, appearing to read 'J. Venn', followed by a long horizontal flourish.

Jonathan G. Venn, SHRM-SCP
Chief Human Resources Officer
Staunton City Schools/City of Staunton

Enclosures: November 6 & 14, 2018 Letters
SPD Training Agreement
2015 Virginia Supreme Court opinion (Roop v. Whitt)



DEPARTMENT OF HUMAN RESOURCES

CITY & SCHOOLS

November 6, 2018

Ms. Carter Thompson
1009 Seth Dr., Apt. #400
Staunton, VA. 24401

RE: CITY OF STAUNTON POLICE DEPARTMENT: TRAINING AGREEMENT

Dear Ms. Thompson:

It is our understanding that you have accepted a position with the Sheriff's Office (City of Staunton) as a Deputy Sheriff beginning **November 19, 2018**. As you recall, you were hired on July 5, 2016 as a Police Officer with the Staunton Police Department and signed the enclosed Training Agreement which stipulates that "once the officer begins initial training with the agency (law enforcement academy and/or field training program), the officer shall continue employment with the City for at least a three-year period after the date of employment unless the City elects to terminate the Officer's employment." Because your separation date with the City was February 28, 2018, you did not fulfill your three-year obligation per the agreement.

Per the Training Agreement, "individuals continuing in a law enforcement position with another agency following their separation from the City within the three-year period shall reimburse the City a portion of the value of the initial training in the amount as follows: **\$4000 for Basic Training**." As a result of your upcoming employment with the Sheriff's Office on November 19, 2018, you will be required to reimburse the City of Staunton the amount of \$4000 per the agreement. Please contact me no later than **Tuesday, November 13, 2018** to share with me why you believe the provisions set forth in this Training Agreement do not apply to you as it relates to your new employment with the Sheriff's Office. You can contact me by letter (address below), email (vennjg@ci.staunton.va.us) or phone (540-332-3914). I would be happy to answer any questions you may have as well.

Sincerely,

A handwritten signature in black ink, appearing to read "Jonathan G. Venn", with a long, sweeping horizontal line extending to the right.

Jonathan G. Venn, SHRM-SCP
Chief Human Resources Officer
Staunton City Schools/City of Staunton

Enclosure: Training Agreement

116 W. Beverley Street Staunton, Virginia 24401

City 540 332 3825 office 540 332 4020 fax Schools 540 332 3920 office 540 332 3924 fax



DEPARTMENT OF HUMAN RESOURCES
CITY & SCHOOLS
November 14, 2018

Ms. Carter Thompson
1009 Seth Dr., Apt. #400
Staunton, VA. 24401

RE: FOLLOW-UP: Staunton Police Department-Training Agreement

Dear Ms. Thompson:

Enclosed is a copy of my November 6, 2018 letter and the SPD Training Agreement you signed on July 5, 2016. As you are aware, you and I talked about the essence of my November 6, 2018 letter by phone on November 8, 2018. As of today, I have not received any reply from you that addresses the substance of my letter, and I take this opportunity to communicate further with you in the spirit of understanding.

To get some further sense of what informs my original inquiry to you, please find enclosed a copy of a recent Virginia Supreme Court opinion. While in a different factual context, its reasoning seems to apply to the question of whether, under your agreement with the City, you will be working for another law enforcement agency, the Sheriff, rather than for the City Police agency. My take away from my perspective is that the Virginia Supreme Court is recognizing that a Sheriff's department is a distinct, different agency for all the reasons mentioned in the opinion. Please let me have your input to my initial inquiry by **Monday, November 26, 2018**. Absent receiving anything substantive in response regarding the contractual provision, I will infer you have nothing to offer in rebuttal. As before, you can contact me by letter (address below), email (vennjg@ci.staunton.va.us) or phone (540-332-3914). I would be happy to answer any questions you may have as well.

Sincerely,

A handwritten signature in black ink, appearing to read "Jonathan G. Venn", written over a horizontal line.

Jonathan G. Venn, SHRM-SCP
Chief Human Resources Officer
Staunton City Schools/City of Staunton

Enclosures: November 6, 2018 Letter
SPD Training Agreement
2015 Virginia Supreme Court opinion (Roop v. Whitt)

**CITY OF STAUNTON,
VIRGINIA
TRAINING AGREEMENT
STAUNTON POLICE DEPARTMENT**

This training agreement (Agreement), dated 7/5/16, 2016 for identification, is made by and between the CITY OF STAUNTON, VIRGINIA ("the City"), a municipal corporation of the Commonwealth of Virginia, and Carter Thompson [insert name] ("the Officer"), a resident of Staunton [insert City/County reference].

1. Recitals.

1.1. The Officer has made application for employment as a police officer and for initial training by the City and through the Central Shenandoah Criminal Justice Training Academy, to be funded by the City. The City is willing to employ the Officer upon condition that this Agreement be fully executed. The Officer and the City expect that, upon successful completion of the initial training program, the Officer would qualify for assignment not only with the City but also with numerous law enforcement agencies and in security and other positions that benefit from the City's provision of training for the Officer.

1.2. The City will incur substantial cost in providing initial training for the Officer.

1.3. The City is willing to provide initial training, without cost to the Officer, with the understanding that the Officer becomes and remains a police officer for the City for a minimum prescribed time, unless the City elects to terminate the Officer's employment.

1.4. The City and the Officer recognize that the City's substantial initial training cost is an investment in the Officer and it is inequitable for the City to incur such cost if the Officer does not remain a Staunton police officer for a minimum prescribed time.

1.5. These recitals are an integral part of this Agreement.

2. Definitions. For purposes of this Agreement, the following terms shall have the defined meanings:

"Initial training" means and includes all training provided by the City and by any other organization on behalf or at the request of the City, prior to, at the beginning or within the first year following the Officer's initial period of employment as a police officer with the City.

"Initial period of employment" means an introductory period of employment that allows the employee and the City to determine if the employee is suited for the job. During the initial period of employment, employees may be terminated at the pleasure of the City without access to the grievance procedure.

3. City's Obligation. The City shall pay the Officer's salary for the initial period of employment and the expenses related to the initial training of the Officer, as summarized on Exhibit A annexed and incorporated by reference into this Agreement. If the Officer attends a basic law enforcement training program as authorized by the City after being hired by the City, the Officer and the City stipulate and agree that the value of this basic training ("Basic Training") is Seventeen Thousand, Seven Hundred Ninety-Four Dollars and Eight Cents (\$17,794.08). If, however, the Officer is already certified as _____ through the Commonwealth of Virginia prior to training with the City, the Officer and the City stipulate and agree that the value of this supplemental training ("Supplemental Training") is Nine Thousand Eight Hundred Eighty-Five Dollars and Forty-Eight Cents (\$9,885.48).

4. Officer's Obligation. Once the Officer begins initial training with the agency (law enforcement academy and/or field training program), the officer shall continue employment with the City for at least a three-year period after the date of employment unless the City elects to terminate the Officer's employment. Individuals continuing in a law enforcement position with another agency following their separation from the City within the three year period shall reimburse the City a portion of the value of the initial training in the amount as follows: \$4,000 for Basic Training; \$2,000 for Supplemental Training; and \$6,000 if the Officer receives both Basic Training and Supplemental Training.

5. Excusal From Payment. If the Officer retires due to permanent disability as granted by the Virginia Retirement System, or dies before serving the three-year period of employment as provided in Section 4 of this Agreement, the obligation to repay the City is excused in its entirety.

6. Payment Options. Unless the Officer satisfies all obligations of this Agreement, the Officer shall pay to the City the applicable amount specified in paragraph 4 of this Agreement in either of two ways:

6.1. If the Officer repays the full amount within thirty (30) days of separating from employment with the City, the Officer shall receive a five per cent (5%) discount and refund of the required reimbursement amount for the initial Basic Training or Supplemental Training (e.g., 5% of \$4,000); or

6.2. The Officer shall sign a promissory note, in a form approved by the City Treasurer, with payment to be authorized and made in thirty-six (36) equal monthly installments, with interest at the Virginia judgment rate of interest in effect at the time the Officer separates from employment with the City.

7. Expenses of Collection. In the event the Officer does not pay the full amount due within thirty (30) days of separation from employment or does not sign a promissory note as provided in paragraph 6 of this Agreement, or, having signed a promissory note, defaults in payment, the City shall be entitled to collect the entire amount immediately and may take legal action to do so. In the event the City refers this matter for collection to an attorney, including the City Attorney, the City also shall be entitled to recover all costs of collection, including an attorney's fee of 25% of the amount of the principal and accrued interest, which the Officer stipulates is reasonable and necessary.

8. Employment "At Will." The City and the Officer expressly recognize that this Agreement is not a contract of employment; that the Officer at all times serves at the will and pleasure of the City; and that the Officer's employment may be terminated at any time, with or without cause, to the fullest extent permitted by law consistent with the City policies and regulations.

9. Other. This Agreement shall not in any way diminish or affect any authority given to the City by the common law, laws of the Commonwealth of Virginia, or other federal or local law.

10. Notice. Notices pursuant to this Agreement may be given by postage-prepaid first class mail, facsimile, or hand-delivery to the following contacts:

Police Department: Chief of Police
Staunton Police Department
P. O. Box 58
116 West Beverley St. (24401)
City Hall, Basement
Staunton, VA 24402-0058

With a copy to: Director of Human Resources
City of Staunton
P. O. Box 58
116 West Beverley St. (24401)
Third Floor
Staunton, VA 24402-0058

Officer: Carter Thompson
437 Betsy Bell RD B4
Staunton, VA 24401

11. Governing Law and Forum Selection. This Agreement shall be governed by and construed under the laws of the Commonwealth of Virginia, without reference to conflict of laws principles. The City and the Officer agree that any proceeding connected with the subject matter of this Agreement or otherwise related to the rights of either party, contractual or extra-

contractual, shall be instituted or filed and maintained by each and both of them, unless expressly required otherwise by law, solely in the General District or Circuit Court for the City of Staunton, Virginia.

12. Assignment; Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of successors in interest and permitted assigns of the City and the Officer. This Agreement may not be assigned, nor any performance of any duty hereunder be delegated by either the City or the Officer without the prior written consent of the other.

13. Application, Construction and Interpretation; Captions. This Agreement will be applied, construed and interpreted without any regard to any rule or principle of construction concerning the drafting or authorship of the Agreement. The headings or captions in this Agreement are for convenience of reference only and shall not affect the construction or interpretation of the provisions.

14. Appropriations. The obligations of the City are contingent upon and subject to appropriation of sufficient funds for the purpose of this Agreement.

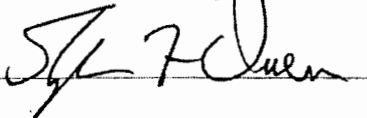
1. Immunity. Nothing in the Agreement shall constitute or be construed as a waiver or modification of the sovereign or other immunity of the City, its officials, employees, or representatives.
2. Entire Agreement; Amendments. The City and the Officer acknowledge that no representation, promise, inducement or agreement not herein expressed has been made in connection with this Agreement. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. They acknowledge that this Agreement and any documents which are to be executed in connection herewith pursuant to the terms of the Agreement contain the entire agreement between them regarding the subject matter thereof and supersede and replace any and all prior oral and written agreements, arrangements or understandings between them hereto relating to the subject matter hereof. This Agreement may

be amended only by a written instrument signed on behalf of the City, as duly authorized, and the Officer.

1. Severability. If any provision, clause or part of this Agreement or the application of such is held invalid or unenforceable for any reason, the remainder of the Agreement or the application of such part under other circumstances shall not be affected and shall remain in full force and effect.

WITNESS the following signatures:

City of Staunton, Virginia:



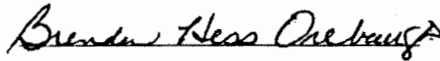
By Stephen F. Owen, City Manager

Date: 7-11-16

Commonwealth of Virginia

City of Staunton, to wit:

The foregoing instrument was acknowledged before me this 11th day of July, 2016 by Stephen F. Owen, City Manager for the City of Staunton, Virginia.

 Notary Public

My commission expires: April 30, 2019

Notary Registration Number: 7508553



Officer:

Carter Thompson

(Signature)

Carter Thompson

(Printed Name)

Date: 7/5/16

Commonwealth of Virginia

City of Staunton, to wit:

The foregoing instrument was acknowledged before me this 5 day of July, 2016
by Sarah Fitzgerald.

[Signature]

Notary Public

My commission expires Oct 31 2017

Notary Registration Number: 0001 7662767

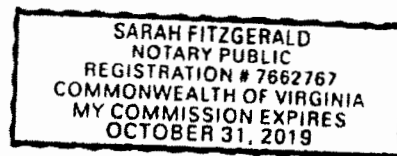


EXHIBIT A

**TO STAUNTON POLICE DEPARTMENT
TRAINING AGREEMENT
STIPULATED VALUE OF TRAINING**

Department and Field Training	600 hours @ \$16.4760 =	\$ 9,885.60
Academy Training	480 hours @ \$16.4760 =	<u>\$ 7,908.48</u>
Total Cost of Basic Training		<u>\$17,794.08</u>



Positive

As of: November 2, 2018 6:55 PM Z

Roop v. Whitt

Supreme Court of Virginia

February 26, 2015, Decided

Record No. 140836

Reporter

289 Va. 274 *, 768 S.E.2d 692 **, 2015 Va. LEXIS 22 ***, 39 I.E.R. Cas. (BNA) 1471

BRAD L. ROOP v. J.T. "TOMMY" WHITT, IN HIS
CAPACITY AS SHERIFF

Outcome

Judgment affirmed.

Prior History: [***1] FROM THE CIRCUIT COURT OF
MONTGOMERY COUNTY. J. Howe Brown, Jr., Judge
Designate.

LexisNexis® Headnotes

Roop v. Whitt, 2014 Va. LEXIS 137 (Va., Sept. 25,
2014)

Disposition: Affirmed.

Labor & Employment Law > Wrongful
Termination > General Overview

Core Terms

local employee, sheriff, amended complaint, sheriff's
deputy, circuit court, amend, local government,
termination, purposes

HN1 [⬇] Labor & Employment Law, Wrongful
Termination

Va. Code Ann. § 15.2-1512.4 protects the right of any
local employee to express opinions to state or local
elected officials on matters of public concern.

Case Summary

Overview

HOLDINGS: [1]-The circuit court did not err in sustaining
a sheriff's demurrer to an investigator's action for
retaliatory termination because, while constitutional
officers, including sheriffs, could perform certain
functions in conjunction with local government, they
were creations of Va. Const. art. VII, § 4, their offices
and powers existed independent from the local
government, and the investigator, as a sheriff's deputy,
was an employee of the sheriff and was not a local
employee for the purposes of § 15.2-1512.4; [2]-The
Supreme Court of Virginia could not review the circuit
court's decision to deny leave to amend because, while
the record reflected that the investigator made an oral
motion for leave to amend the amended complaint,
nothing disclosed any proffer or description of how the
amendment would alter the pleading upon which the
circuit court had ruled.

Civil Procedure > Appeals > Standards of
Review > De Novo Review

Governments > Legislation > Interpretation

HN2 [⬇] Standards of Review, De Novo Review

The Supreme Court of Virginia reviews questions of
statutory interpretation de novo.

Labor & Employment Law > Wrongful
Termination > General Overview

HN3 [⬇] Labor & Employment Law, Wrongful
Termination

See Va. Code Ann. § 15.2-1512.4.

Governments > Legislation > Interpretation

HN4 [↓] Legislation, Interpretation

Statutes may be considered as in pari materia when they relate to the same person or thing, the same class of persons or things or to the same subject or to closely connected subjects or objects.

Governments > Legislation > Interpretation

HN5 [↓] Legislation, Interpretation

When the legislature leaves a term undefined, courts must give it its ordinary meaning, taking into account the context in which it is used.

Governments > State & Territorial
Governments > Employees & Officials

Governments > Local Governments > Employees & Officials

Governments > Local Governments > Police Power

Governments > State & Territorial
Governments > Relations With Governments

HN6 [↓] State & Territorial Governments, Employees & Officials

A sheriff's deputy is appointed only by the sheriff, who may remove a deputy subject only to a few statutory limitations, such as those in *Va. Code Ann. § 15.2-1604*. *Va. Code Ann. § 15.2-1603*. Further, the compensation of the sheriff and his or her deputies is paid by the Commonwealth, not the locality. *Va. Code Ann. §§ 15.2-1609.7* and *15.2-1609.9*. Finally, there is no privity of obligation existing between a deputy sheriff and the board of supervisors of a county. The supervisors have no say as to whom the sheriff shall appoint as his deputy; they do not prescribe his duties; they have no control over his conduct; they have no power to remove him from office nor any control over the duration of his term thereof.

Governments > Local Governments > Employees & Officials

HN7 [↓] Local Governments, Employees & Officials

A sheriff's deputy is the employee of the sheriff, not the local government.

Governments > Local Governments > General Overview

HN8 [↓] Governments, Local Governments

Under the Constitution of Virginia, the General Assembly may create or dissolve localities at will. *Va. Const. art. VII, § 2*. The legislature may likewise provide by statute for a locality's government and administration. A locality therefore has no government until one is authorized by the General Assembly.

Governments > State & Territorial
Governments > Employees & Officials

Governments > Local Governments > Employees & Officials

HN9 [↓] State & Territorial Governments, Employees & Officials

Constitutional officers, including sheriffs, are creations of the constitution itself. *Va. Const. art. VII, § 4*. Their offices exist, abeyant and unfilled, by virtue of constitutional origination from the moment their county or city is created by the legislature. Their offices and powers exist independent from the local government and they do not derive their existence or their power from it. Their compensation and duties are subject to legislative control, but only by state statute and not local ordinance.

Governments > Local Governments > Employees & Officials

Governments > State & Territorial
Governments > Employees & Officials

HN10 [↓] Local Governments, Employees & Officials

While constitutional officers may perform certain functions in conjunction with local government, they are neither agents of nor subordinate to local government.

The local government has no control over their work performance. Similarly, constitutional officers are elected by the voters for prescribed terms. They are neither hired nor fired by the locality. They therefore are not local employees.

Civil Procedure > Appeals > Record on Appeal

HN11[⬇] Appeals, Record on Appeal

Appellate courts cannot review a ruling of a lower court for error when the appellant does not bring within the record on appeal the basis for that ruling or provide the courts with a record that adequately demonstrates that the lower court erred.

Civil Procedure > Appeals > Record on Appeal

HN12[⬇] Appeals, Record on Appeal

Appellate rules require an appellant to present a sufficient record on which the court can determine whether or not the lower court has erred.

Judges: PRESENT: Lemons, C.J., Goodwyn, Millette, Mims, and McClanahan, JJ., and Russell and Lacy, S.JJ. OPINION BY JUSTICE WILLIAM C. MIMS.

Opinion by: WILLIAM C. MIMS

Opinion

[*276] [*693] OPINION BY JUSTICE WILLIAM C. MIMS

In this appeal, we consider whether a sheriff's deputy is a local employee for the purposes of Code § 15.2-1512.4.

I. BACKGROUND AND MATERIAL PROCEEDINGS BELOW

Brad L. Roop was Captain of Criminal Investigations in the Montgomery County Sheriff's Office ("MCSO"). In May 2012, an **[**694]** employee of the Virginia Department of Forensic Science ("DFS") **[*277]** informed Roop that the laboratory had repeatedly failed to detect any controlled substances in evidence submitted by the MCSO Street Crimes Unit ("SCU").

Roop met with Sheriff J.T. "Tommy" Whitt because Roop believed that the information from DFS could suggest corruption, impropriety, or malfeasance by MCSO employees. Whitt directed Roop to investigate the matter.

During his investigation, Roop discovered what he considered to be troubling irregularities in several cases involving controlled substances, domestic violence, and child endangerment. The alleged irregularities included misrepresentations **[***2]** to the Commonwealth's attorney's office, alteration of incident reports, use of a deputy's brother as a confidential informant, and controlled drug buys that failed to yield controlled substances.

On June 23, 2012, Roop reported his findings to Whitt. On June 26, Whitt met with the captain supervising the SCU. Later that day, Whitt met with Roop and informed Roop that his discoveries had been sufficiently explained. Roop disagreed, advising Whitt that the evidence contained in Roop's report could not be ignored.

On June 29, Whitt suspended Roop with pay and informed him that Whitt would initiate an internal affairs investigation by the Blacksburg Police Department into Roop's conduct. Roop was never provided with the results of such an investigation, if any. However, Whitt subsequently informed Roop that he believed Roop had initiated the SCU investigation for personal reasons, including a desire to discredit the SCU's incumbent supervising captain so Roop could command the unit himself. On August 28, Whitt terminated Roop's employment with the MCSO.

On December 7, 2012 Roop filed a complaint alleging that his termination was impermissible retaliation, in violation of HN1[⬆] Code § 15.2-1512.4, which protects **[***3]** the right of "any local employee to express opinions to state or local elected officials on matters of public concern." In May 2013, he filed a motion for leave to amend the complaint and a proposed amended complaint pursuant to Rule 1:8. Whitt opposed Roop's motion. In July, Roop filed a new amended complaint substantially different from the one he proposed in May with his motion for leave to amend.

Whitt filed a demurrer to the July amended complaint and a motion to dismiss, arguing that Code § 15.2-1512.4 created no right **[*278]** of action. He further argued that even if the statute created a right of action, it did not apply to Roop because he was not a local employee.

The circuit court held a hearing on the demurrer and motion to dismiss the July amended complaint. At the hearing, Roop argued that he was a local employee for the purposes of Code § 15.2-1512.4 and that he had a right of action under Code § 8.01-221. He also made an oral motion for leave to amend his amended complaint. The court ruled that neither Code § 8.01-221 nor Code § 15.2-1512.4 created a cause of action. It also ruled that Roop was not a local employee for the purposes of Code § 15.2-1512.4 because sheriffs have broad discretion in the hiring and firing of deputies. The court thereafter entered an amended final order sustaining [***4] the demurrer, denying leave to amend the amended complaint, and granting the motion to dismiss.

We awarded Roop this appeal.

II. ANALYSIS

In one assignment of error, Roop asserts that the circuit court erred by ruling that he was not a local employee for the purposes of Code § 15.2-1512.4. He argues that sheriff's deputies are included as local employees under Code §§ 15.2-1512.2 and 51.1-700. He also argues that even if sheriffs have discretion to terminate their deputies at will, this Court recognized a cause of action for termination of employment in violation of public policy in Bowman v. State Bank of Keysville, 229 Va. 534, 540, 331 S.E.2d 797, 801 (1985). He contends his termination violated the public policy expressed in Code § 15.2-1512.4 and therefore is actionable.

Whether a sheriff's deputy is a "local employee" as that term is used in Code § 15.2-1512.4 is a question of statutory interpretation. [**695] HN2 [†] We review such questions de novo. Payne v. Fairfax County Sch. Bd., 288 Va. 432, 434, 764 S.E.2d 40, 42 (2014).

Code § 15.2-1512.4 provides in relevant part that HN3 [†] "[n]othing in [Chapter 15 of Title 15.2] shall be construed to prohibit or otherwise restrict the right of any local employee to express opinions to state or local elected officials on matters of public concern, nor shall a local employee be subject to acts of retaliation because the employee has expressed such opinions." The section includes no definition of the term "local employee." [***5] The only such [**279] definition in the Code is in Code § 51.1-700. However, the application of that definition is expressly limited to Chapter 7 of Title 51.1, a chapter dealing with federal social security in a title covering pensions, benefits, and retirement. Code § 51.1-700. That subject is not connected to the one before us here, and we do not believe the General

Assembly intended it to apply to Chapter 15 of Title 15.2. Cf. Prillaman v. Commonwealth, 199 Va. 401, 405, 100 S.E.2d 4, 7 (1957) ("The general rule is that HN4 [†] statutes may be considered as in pari materia when they relate to the same person or thing, the same class of persons or things or to the same subject or to closely connected subjects or objects.")

HN5 [†] "When the legislature leaves a term undefined, courts must give [it] its ordinary meaning, taking into account the context in which it is used." American Tradition Inst. v. Rector & Visitors of the Univ. of Va., 287 Va. 330, 341, 756 S.E.2d 435, 441 (2014) (internal quotation marks and alteration omitted). The ordinary meaning of "employee" is "one employed by another," Webster's Third New International Dictionary 743 (1993), or "[s]omeone who works in the service of another person (the employer) under an express or implied contract of hire, under which the employer has the right to control the details of work performance". Black's Law Dictionary 639 (10th ed. 2014).

HN6 [†] A sheriff's deputy is appointed [***6] only by the sheriff, who may remove a deputy subject only to a few statutory limitations, such as those in Code § 15.2-1604. Code § 15.2-1603. Further, the compensation of the sheriff and his or her deputies is paid by the Commonwealth, not the locality.¹

Code §§ 15.2-1609.7 and 15.2-1609.9. Finally, "[t]here is no privity of obligation existing between a deputy sheriff and the board of supervisors of a county. The supervisors . . . have no say as to whom the sheriff shall appoint as his deputy; they do not prescribe his duties; they have no control over his conduct; they have no power to remove him from office nor any control over the duration of his term thereof" Rockingham County v. Lucas, 142 Va. 84, 92, 128 S.E. 574, 576 (1925).

[**280] Accordingly, HN7 [†] a sheriff's deputy is the employee of the sheriff, not the local government. To ascertain whether a sheriff's deputy may be a local employee derivatively, through the sheriff, we must consider the role of the sheriff as a constitutional officer.

¹Local governments may appropriate supplemental compensation. Code § 15.2-1605.1. They may condition such appropriations on the sheriff's acceptance of certain restrictions on the use of the appropriated funds. See Bailey v. Loudoun County Sheriff's Office, 288 Va. 159, 167-68, 762 S.E.2d 763, 765 (2014).

HN8 Under the Constitution of Virginia, the General Assembly may create or dissolve localities at will. Va. Const. art. VII, § 2. The legislature may likewise provide ***7 by statute for a locality's government and administration. Id. A locality therefore has no government until one is authorized by the General Assembly.

which the court can determine whether or not the lower court has erred." (internal quotation marks omitted)).

For these reasons, we will affirm the judgment of the circuit court.²

Affirmed.

By contrast, HN9 constitutional officers, including sheriffs, are creations of the constitution itself. Va. Const. art. VII, § 4. Their offices exist, abeyant and unfilled, by virtue of constitutional origination from the moment their county or city is created by the legislature. Their offices and powers exist independent from the local government and they do not derive their existence or their power from it. Their compensation and duties are subject to legislative control, but only by state statute and not local ordinance. Id.; see Carraway v. Hill, 265 Va. 20, 24, 574 S.E.2d 274, 276 (2003).

End of Document

***696 Consequently, HN10 "[w]hile constitutional officers may perform certain functions in conjunction with" local government, they are neither agents of nor subordinate to local government. Id. The local government has no control over their work performance. Similarly, constitutional officers are elected by the voters for prescribed terms. They are neither hired nor fired by the locality. They therefore are not local employees.

Accordingly, a sheriff's deputy, who is an employee of the sheriff, is not a local employee for the purposes of Code § 15.2-1512.4. The circuit ***8 court did not err in sustaining Whitt's demurrer.

In another assignment of error, Roop asserts that the circuit court abused its discretion by denying his motion for leave to amend the amended complaint. He argues that Rule 1:8 requires leave to be liberally granted and that Whitt would not have been prejudiced by the amendment. However, while the record reflects that Roop made an oral motion for leave to amend the amended complaint, nothing discloses any proffer or description of how the amendment would alter the pleading upon which the circuit court had ruled. We therefore cannot review the court's decision to deny ***281 leave to amend. Prince Seating Corp. v. Rabideau, 275 Va. 468, 470, 659 S.E.2d 305, 307 (2008) (per curiam) (HN11) "We cannot review the ruling of a lower court for error when the appellant does not bring within the record on appeal the basis for that ruling or provide us with a record that adequately demonstrates that the court erred. HN12" Our rules require the appellant to present a sufficient record on

² Roop expressly waived an additional assignment of error in which he asserted that circuit ***9 court erred in ruling that Code § 8.01-221 did not create a cause of action.

JIM WILLIAMS
CHIEF OF POLICE



EXHIBIT I

BIRTHPLACE OF THE
COUNCIL - MANAGER
FORM OF GOVERNMENT

January 3, 2019

Ms. Carter Thompson
1009 Seth Drive, Apt. No. 400
Staunton, Virginia 24401

Dear Ms. Thompson,

I enclose a copy of Mr. Venn's letter dated December 6, 2018 to you. You should have received it several weeks ago. He reports that he has received no response from you and the letter, mailed first class and postage prepaid with return address, has not been returned to him.

Consistent with Mr. Venn's letter, please call and arrange a time to meet with me. I ask that you schedule a meeting with me by January 15, 2019. Absent such, I will infer that you have no intention of working cooperatively with us to resolve the matter. I remain willing to work with you in some reasonable way.

Sincerely,

A handwritten signature in dark ink, appearing to read "J. E. Williams".

James E. Williams
Chief of Police

Enclosure



DEPARTMENT OF HUMAN RESOURCES
CITY & SCHOOLS

December 6, 2018

Ms. Carter Thompson
1009 Seth Dr., Apt. #400
Staunton, VA. 24401

RE: FOLLOW-UP: Staunton Police Department-Training Agreement

Dear Ms. Thompson:

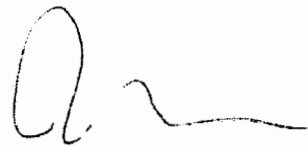
Please find enclosed, for your ease of reference as a further courtesy, my prior letters to you. Most recently, I wrote to you by letter dated November 14, 2018 and asked for your input by Monday, November 26, 2018. Now, almost two weeks have elapsed and I've had no substantive response, including no response to the Virginia Supreme Court case opinion which I provided to you in the spirit of constructively informing you. I infer that your lack of response may actually reflect that you have no analysis to offer in reply to my inquiry, including no rebuttal to the Virginia Supreme Court's apt analysis of the legally distinctive, separate nature of the office of Sheriff.

As you can appreciate, the Staunton Police Department ended up bearing substantial expense, drawing from its operational budget, for the significant cost of your training so that you could serve as a police officer for the Police Department in its role as the primary law enforcement agency in the jurisdiction of the city of Staunton. Given that the Sheriff is a distinctively separate office, as the Supreme Court's opinion indicates, and gets its funding largely from the state for such purposes, it is a reasonable notion that your voluntary decision to leave the Staunton Police Department, without working even a single shift after supported generously with donated shared leave, falls within the language of the contractual commitment which you made in connection with your hiring with the Staunton Police Department. My impression also continues to be that even the Sheriff has identified his office as a different entity.

I will inform the Staunton Chief of Police about the status of my efforts to communicate with you. I suggest you may want to schedule a time to meet with him to talk about your contract, a copy of which is also enclosed for ease of reference as a courtesy.

As before, you can contact me by letter (address below), email (vennig@ci.staunton.va.us) or phone (540-332-3914). I would be happy to answer any questions you may have as well.

Sincerely,

A handwritten signature in black ink, appearing to be 'J. Venn', with a long horizontal flourish extending to the right.

Jonathan G. Venn, SHRM-SCP
Chief Human Resources Officer
Staunton City Schools/City of Staunton

Enclosures: November 6 & 14, 2018 Letters
SPD Training Agreement
2015 Virginia Supreme Court opinion (Roop v. Whitte)

Jim Williams

From: Carter R. Thompson
Sent: Tuesday, January 15, 2019 2:14 PM
To: Jim Williams
Cc: Jon G. Venn
Subject: Response to Meeting Request

Chief Williams,

Good afternoon, I am emailing you to inform you that I have received your letter in the mail. My counsel has left messages with the City Attorney, but has not heard back from him at this time. As soon as the City Attorney returns phone calls to my counsel we will gladly set up a date and time to meet with you.

Deputy C. R. Thompson
Staunton Sheriff's Office
540-332-3880

Jim Williams

From: Jim Williams
Sent: Wednesday, January 16, 2019 10:24 AM
To: Carter R. Thompson
Subject: RE: Response to Meeting Request

Ms. Thompson,

Who is your legal counsel? I checked with the City Attorney and he emphatically says that there are no unreturned calls to him. In any event, I ask you again to schedule a time to meet. We are glad to work with you.

Chief Williams

James E. Williams
Chief of Police
Staunton Police Department
116 West Beverley Street
Staunton, VA 24401
540.332.3848
540.332.3980 (fax)
www.stauntonpolice.org

Past President, Virginia Association of Chief of Police

From: Carter R. Thompson <thompsoncr@ci.staunton.va.us>
Sent: Tuesday, January 15, 2019 2:14 PM
To: Jim Williams <WilliamsJE@ci.staunton.va.us>
Cc: Jon G. Venn <vennjg@ci.staunton.va.us>
Subject: Response to Meeting Request

Chief Williams,

Good afternoon, I am emailing you to inform you that I have received your letter in the mail. My counsel has left messages with the City Attorney, but has not heard back from him at this time. As soon as the City Attorney returns phone calls to my counsel we will gladly set up a date and time to meet with you.

Deputy C. R. Thompson
Staunton Sheriff's Office
540-332-3880

JIM WILLIAMS
CHIEF OF POLICE



EXHIBIT L

BIRTHPLACE OF THE
COUNCIL - MANAGER
FORM OF GOVERNMENT

January 28, 2018

Ms. Carter Thompson
1009 Seth Drive, Apt. No. 400
Staunton, Virginia 24401

Dear Ms. Thompson,

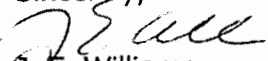
Please find enclosed a copy of my January 3 letter and our e-mail exchanges of January 15 and 16, 2019, for ease of your reference.

You have not responded to my January 16 e-mail, and you still have not scheduled a time to meet with me. I have endeavored to be patient, just as Mr. Venn was patient and considerate in his prior communications with you. If you are refusing to honor your written contractual obligation to the City, after the City's expenditure of substantial funds for your education and training, please simply inform me. We have endeavored to work with you, and I remain willing to meet to find a manageable way for you to satisfy your financial obligations to the City.

Neither you nor the person you claim to have as your counsel has provided the City with any substantive response to the contention that you are obligated to the City. It seems doubtful that you actually have legal counsel at this time, because it would appear to be odd, indeed, for you to receive advice to not respond to the City's explanation of the basis for its claim.

By February 8, 2019, let me hear from you to schedule a meeting with me or to state that you, despite our patience and courtesies to you, refuse to honor your obligations.

Sincerely,


J.E. Williams
Chief of Police

JIM WILLIAMS
CHIEF OF POLICE



BIRTHPLACE OF THE
COUNCIL - MANAGER
FORM OF GOVERNMENT

January 3, 2019

Ms. Carter Thompson
1009 Seth Drive, Apt. No. 400
Staunton, Virginia 24401

Dear Ms. Thompson,

I enclose a copy of Mr. Venn's letter dated December 6, 2018 to you. You should have received it several weeks ago. He reports that he has received no response from you and the letter, mailed first class and postage prepaid with return address, has not been returned to him.

Consistent with Mr. Venn's letter, please call and arrange a time to meet with me. I ask that you schedule a meeting with me by January 15, 2019. Absent such, I will infer that you have no intention of working cooperatively with us to resolve the matter. I remain willing to work with you in some reasonable way.

Sincerely,

A handwritten signature in black ink, appearing to read "J. E. Williams".

James E. Williams
Chief of Police

Enclosure

Jim Williams

From: Jim Williams
Sent: Wednesday, January 16, 2019 10:24 AM
To: Carter R. Thompson
Subject: RE: Response to Meeting Request

Ms. Thompson,

Who is your legal counsel? I checked with the City Attorney and he emphatically says that there are no unreturned calls to him. In any event, I ask you again to schedule a time to meet. We are glad to work with you.

Chief Williams

James E. Williams
Chief of Police
Staunton Police Department
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www.stauntonpolice.org

Past President, Virginia Association of Chief of Police

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Sent: Tuesday, January 15, 2019 2:14 PM
To: Jim Williams <WilliamsJE@ci.staunton.va.us>
Cc: Jon G. Venn <vennjg@ci.staunton.va.us>
Subject: Response to Meeting Request

Chief Williams,

Good afternoon, I am emailing you to inform you that I have received your letter in the mail. My counsel has left messages with the City Attorney, but has not heard back from him at this time. As soon as the City Attorney returns phone calls to my counsel we will gladly set up a date and time to meet with you.

Deputy C. R. Thompson
Staunton Sheriff's Office
540-332-3880

Rick Johnson
Treasurer

**Birthplace of the
Council-Manager
Form of Government**



**116 W. BEVERLEY STREET
P.O. Box 474
STAUNTON, VA 24402**

**540.332.3833 (O)
540.851.4023 (F)**

MARCH 19, 2019

Carter R Thompson
1009 Seth Dr. Apt 400
Staunton, VA 24401-4588

Dear Carter,

The Staunton Police Department and Human Resources Department have presented me with a debt to the City which I am obligated to begin collection through my office. I have been given a copy of the Training Agreement which you signed that outlines in Sections 6 & 7, the guidelines to be used in this process of collecting the \$4,000.00 owed for Basic Training.

Please contact me so that we may discuss various payment arrangement/options available.

Sincerely,



Richard R. Johnson
Treasurer, City of Staunton

Rick Johnson
Treasurer

**Birthplace of the
Council-Manager
Form of Government**



**116 W. BEVERLEY STREET
P.O. Box 474
STAUNTON, VA 24402**

**540.332.3833 (O)
540.851.4023 (F)**

April 10, 2019

Carter R Thompson
1009 Seth Dr. Apt 400
Staunton, VA 24401-4588

Dear Carter,

Since my letter dated March 19, 2019, I received a call from James Glick stating he represented you in the matter concerning your training agreement. At that time I transferred his call to the City Attorney. I now understand from the City Attorney that Mr. Glick no longer represents you. That being the case, I am contacting you again to set up some type of payment plan on this obligation. I have also been instructed that I may offer a plan without applying the interest component stated in the agreement in hope to make things more manageable for you.

Please contact me so that we may discuss various payment arrangement/options available.

Sincerely,

A handwritten signature in black ink, appearing to read "Richard R. Johnson". The signature is fluid and cursive.

Richard R. Johnson
Treasurer, City of Staunton

https://www.nvdaily.com/nvdaily/judge-rules-deputy-owes-sheriff-training-costs/article_85ada84f-75ed-5d7c-9f4e-b0d2b9b2ae96.html

Judge rules deputy owes sheriff training costs

By Alex Bridges The Northern Virginia Daily Apr 8, 2019 Updated Apr 8, 2019

WOODSTOCK – A former Shenandoah County Sheriff's Office deputy must repay the law enforcement agency for training costs because she resigned before the end of her contract, a judge ruled Monday.

General District Court Judge W. Dale Houff found in favor of the Sheriff's Office, which sought a monetary judgment against Laura Bridges for \$8,800, plus 9 percent interest and attorneys costs, totaling more than \$11,000. Houff advised Bridges and her attorney David Silek they had 10 days to consider any further action they may take in the case.

Houff said in his finding that evidence showed both Bridges and the Sheriff's Office appeared to have made mistakes related to the case. However, the judge said he found no evidence to show that anyone in the Sheriff's Office purposefully altered or changed any of the documents in question.

Houff had continued the trial from Feb. 25 on the Sheriff's Office warrant in debt filed in Shenandoah County General District by the agency's attorney Melisa G. Michelsen. Houff heard testimony Monday from current and former sworn agents with the Sheriff's Office and then closing arguments from Michelsen and Silek.

The plaintiffs contended that Bridges signed a reimbursement agreement upon her hiring in November 2015 and, by signing the document, knew that she must repay the Sheriff's Office \$9,000 to cover some of the cost of her training if she resigned prior to 30 months with the agency. Bridges resigned from the Sheriff's Office in spring 2018. Silek said in his closing argument that his client quit the agency because she no longer felt comfortable working in the department. Silek did not provide more details about Bridges' reasons for resigning.

Michelsen said evidence failed to support Silek's argument that the Sheriff's Office acted on a scheme to alter Bridges' agreement document. Silek had tried to prove that the first page of Bridges' agreement, which she recalled required 24-months employment or repayment of \$16,000, had been removed and replaced by one that included the 30-month and \$9,000 conditions. Staple holes for the first page did not line up with those through the rest of the document, Silek said.

Several witnesses testified that they did not recall any time a notary public witnessed them signing their employment agreements.

Witnesses testified that the Sheriff's Office changed its employment agreement in October 2015 to increase the reimbursement period from two years to 30 months to give deputies more needed experience after their law enforcement training.

Bridges testified during the first part of the trial in February that she understood the reimbursement agreement included a 24-month employment period and a \$16,000 payback amount. Silek tried to show through testimony and documents submitted as evidence that Bridges and at least one other deputy understood their agreements included the 24-month or \$16,000 condition.

The case came down to memory vs. documents and that the former can fade over time, Michelsen said in her closing. The attorney said Bridges likely "misremembered" the agreement that she signed included a 30-month contract period, not 24 months as she testified.

– Contact Alex Bridges at abridges@nvdaily.com