

AGREEMENT

This agreement is entered into by the city of Charles City, Iowa hereinafter referred to as "City" and **OFFICER**, hereinafter referred to as "Employee".

THE INTENT OF THIS AGREEMENT IS TO PROVIDE FOR THE TRAINING OF OFFICER **OFFICER** AS A POLICE OFFICER/PUBLIC SAFETY OFFICER, AND TO SPECIFY THE CONSIDERATION THAT OFFICER **OFFICER** PROVIDE THE CITY IN RETURN FOR THE TRAINING. IT SHALL NOT BE CONSTRUED IN ANY WAY AS AN EMPLOYMENT AGREEMENT WHICH WOULD PROFFER A PROPERTY RIGHT OR INTEREST ON OFFICER **OFFICER**.

1. The City and the Employee agrees that the Employee will attend the Iowa Law Enforcement Academy or Hawkeye Community College (HCC) at the expense of the City to receive certification as a Law Enforcement Officer in accordance with the Academy's training requirements. The training at the Academy is scheduled to begin as soon as the Employee is accepted for a training class. The City shall pay the expense of training and shall pay the Employee's regular wages during this training. The Employee agrees that he or she will be responsible for reimbursing the City in accordance with the rules for reimbursement as stated hereafter in this Agreement. The expenses which the Employee agrees to reimburse include the cost of traveling to and from the Academy/HCC, and studying for Academy/HCC classes on City time, as well as the City's expenditure for Employee's uniform, food, lodging, and tuition while attending the Academy/HCC. All of these reimbursable costs are referred to generally as "total training expenses." The employee will not be responsible for reimbursing the City for any time spent by the Employee performing services such as dispatching, filing, patrol work, or other work assigned by the City. An estimate of the costs of the "total training expenses" set out above is listed on Exhibit "A" which is attached hereto and by this reference incorporated into this Agreement. "Total training expenses" will be based on the actual cost incurred by the City, as these costs become known.
2. Employee may, at the City's option be required to work for the City of Charles City Police Department while attending the training program, and may be required to patrol, dispatch, operate computer system, perform clerical tasks, or do other duties as assigned by the Chief of Police or the Chief's designee. The hours expended by the Employee in attendance at the training course and service to the police department shall be subject to the same limitations and compensatory time policies as apply to all police officers of the City.
3. Employee shall have a probationary period consistent with City Code and State Law.
4. Employee shall serve as a full-time police officer of the City, after graduation from the Iowa Law Enforcement Academy and meeting all criteria needed to receive proper certification.
5. In consideration for providing for this training, Employee agrees to work for the City as a police officer for at least four years from the date when the Employee graduates from the Iowa Law Enforcement Academy/HCC and has met all the criteria needed to receive certification.
6. In the event the Employee does not successfully complete the training program, Employee shall be released from employment with the City, and Employee shall reimburse the City for its "total training expenses" incurred to that date in accordance with the terms set forth in section 10.
7. In the event the Employee voluntarily resigns from the Charles City Police Department without having served as a certified police officer for at least four years, the employee shall reimburse the City for total training expenses incurred per the following Schedule:
 - a. The amount of reimbursement shall be determined as follows:
 - (1) If a law enforcement officer resigns less than one year following completion of the approved training, one hundred percent of the total training expenses.

- (2) If a law enforcement officer resigns one year or more but less than two years after completion of the approved training, seventy-five percent.
 - (3) If a law enforcement officer resigns two years or more but less than three years after completion of the approved training, fifty percent.
 - (4) If a law enforcement officer resigns three years or more but less than four years after completion of the approved training, twenty-five percent.
8. If the employee is dismissed during the probationary period, or properly terminated without having served as a certified officer for at least four years, the Employee shall reimburse the City for total training expenses incurred. If the Employee is dismissed for any other reason, such as a reduction in force, the Employee shall not be required to pay the City for any unpaid training costs owed.
 9. At the end of four years of service as a certified police officer, the amount owed for training expenses by the Employee shall be zero dollars.
 10. Payment of any training costs owed to the City by Employee shall be made in consecutive monthly payments in accordance with the following schedule:

Minimum monthly payment = \$500 and Annual Percentage Rate = 6%

The first payment shall be due 30 days after Employee's date of termination, and on the same date each month thereafter. Interest shall commence with the Employee's date of termination and shall be calculated on the unpaid principle balance to the date of each installment paid, with payments being credited first to accrued interest and then to the reduction of principle.

11. If Employee is killed or permanently and totally disabled as defined by Chapter 85 or Chapter 411 of the Iowa Code while in the employ of the City, any Training expenses shall cease.
12. This agreement may be amended or canceled only upon agreement of both the City and the Employee.
13. Employee shall notify the City of the Employee's place of residence while in the employ of the City and/or until such time as the debt for total training expenses is satisfied in full.
14. If reimbursement is not made in accordance with this agreement, the Employee understands that the city at its option may seek Employee decertification as an Iowa Law Enforcement Officer.
15. This agreement is for the purposes of bona fide employment and not for purposes of achieving certification for the officer by way of "sponsorship" through the Academy.
16. If any section, provision or part of this agreement shall be adjudged invalid, such adjudication shall not affect the validity of the agreement as a whole or any section, provision or part thereof not adjudged invalid.

Executed this _____ day of _____, 20____

City of Charles City, Iowa

OFFICER

City Administrator

EXHIBIT A

ILEA

Tuition cost at ILEA:	\$6650
Mileage:	\$2688 (300 miles/week X 16 weeks X \$.56=2688)
ILEA uniforms:	\$230
ILEA meals:	\$2100
Uniforms/vest	\$1250
Ammunition:	\$235
PIT training:	\$225
Taser certification	\$225
TOTAL	\$14,560

OFFICER

Date

Witnessed by