

RESOLUTION NO. 30-98

RESOLUTION ADOPTING A POLICE RECRUIT TRAINING
EXPENSE REIMBURSEMENT AGREEMENT

WHEREAS, the Police Chief and City Attorney have recommended the attached Police Recruit Training Expense Reimbursement Agreement be adopted and required as a condition of employment for new Buffalo Police Officers, and

WHEREAS, it is in the best interest of the City that said agreement be adopted and its use be required in the employment of new Buffalo Police Officers, therefore

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BUFFALO, IOWA the attached Police Recruit Training Expense Reimbursement Agreement is hereby adopted, and every new police officer will be required to enter this agreement at the time of their employment.

Betty O. Walters
MAYOR

ATTEST:

Carol A. Bernauer
CITY CLERK

ADOPTED: October 05, 1998

AGREEMENT

This agreement is entered into by the City of Buffalo, Iowa, hereinafter referred to as "City" and _____, hereinafter referred to as "Employee".

THE INTENT OF THIS AGREEMENT IS TO PROVIDE FOR THE TRAINING OF _____ AS A POLICE OFFICER, AND TO SPECIFY THE CONSIDERATION THAT _____ 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 _____.

1. The City and the Employee agree that the Employee will attend the Iowa Law Enforcement Academy 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 City's cost of the Employee's paid time attending the Academy, as well as the City's expenditure for the Employee's mileage, food, lodging and tuition while attending the Academy, and the City's cost of replacing an officer while the officer is in training if the replacement officer is a temporary employee hired for that purpose only, or if the replacement of the Employee requires the payment of overtime to the replacing officer. 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 Buffalo 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 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 the 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 and has met all criteria needed to receive certification.

6. In the event the Employee does not successfully complete the ILEA 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 City of Buffalo 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 in accordance with the following schedule:

- a. If a law enforcement officer resigns less than one year following completion of approved training, one hundred percent of the total training expenses.
- b. If a law enforcement officer resigns one year or more but less than two years after completion of approved training, seventy-five percent.
- c. If a law enforcement officer resigns two years or more but less than three years after completion of the approved training, fifty percent.
- d. 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 is 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 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 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:

<u>Minimum Monthly Payment</u>	<u>Annual Percentage Rate</u>
\$100.00	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 principal balance to the date of each installment paid, with payments being credited first to accrued interest and then to the reduction of principal.

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 reimbursement shall cease.

12. This agreement may be amended or canceled only upon agreement of both the City and the Employee.

13. Employee shall notify 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, in addition to all other lawful remedies, may seek Employee's decertification as an Iowa law enforcement officer.

15. This agreement is for the purposes of bona fide employment and not for the purposes of achieving certification for the officer by way of sponsorship through the Academy.

16. Employee agrees to pay the reasonable costs, including attorney's fees incurred by the City, in collecting any sums as are due under this agreement.

Executed this ____ day of _____

Employee

Sample:
Do not sign
this page.

EXHIBIT "A"**SCHEDULE OF TOTAL TRAINING EXPENSES
BUFFALO POLICE OFFICER
FISCAL YEAR 1998**

1.	12 Weeks salary (@ 10.95/hr. x 480 hrs)	\$5,256.00
2.	Tuition	1,715.00
3.	Meals - ILEA Physical Agility Testing	5.00
4.	Meals - ILEA Basic Training	521.67
5.	Mileage - ILEA Physical Agility Testing	113.00
6.	Mileage - ILEA Basic Training	1,200.00
7.	Ammunition	85.00
	TOTAL	\$8,895.67

Chief Gage Adams