City of Carroll

Brad Burke, Chief of Police **Police Department**

112 E. 5th Street Carroll, Iowa 51401-2799 (712) 792-3536 FAX: (712) 792-8088

MEMO TO: Mike Pogge-Weaver, City Manager MPW

FROM: Brad Burke, Chief of Police BB

DATE: August 3, 2021

SUBJECT: Employment contract - Heller

After discussion with legal counsel, it has been determined that all employment contracts with new police officers need to be approved by City Council. Attached to this memo is the resolution and employment contract with Officer James Heller.

RECOMMENDATION: Council approval of the employment contract with Police Officer James Heller.

RESOLUTION NO.____

A RESOLUTION APPROVING THE EMPLOYMENT CONTRACT FOR POLICE OFFICER JAMES HELLER

WHEREAS: Chapter 17 of the code of Ordinances of the City of Carroll, Iowa, provides that all contracts made by the City be reduced to writing and approved by the City Council by resolution; and

WHEREAS: the employment contract for Police Officer James Heller is attached hereto as Exhibit A; and

WHEREAS: it is determined that the approval of the attached employment contract with Police Officer James Heller is in the best interest of the City of Carroll, Iowa:

THEREFORE: BE IT RESOLVED, that the employment contract with Police Officer James Heller, attached as Exhibit A, be authorized and approved and that the Mayor is authorized to execute the employment contract on behalf of the City of Carroll.

Passed and approved by the City Council of the City of Carroll, IA, this 9th day of August, 2021.

CITY COUNCIL OF THE CITY OF CARROLL, IOWA

_____
Eric Jensen, Mayor

ATTEST: _____
Laura Schaefer, City Clerk

REIMBURSEMENT OF HIRING BONUS AGREEMENT

This agreement is entered into by the City of Carroll, Iowa, hereinafter referred to as "City" and James Heller, hereinafter referred to as "Employee".

THE INTENT OF THIS AGREEMENT IS TO PROVIDE A HIRING BONUS IN AN AMOUNT NOT TO EXCEED $5,000 FOR NEW EMPLOYEES THAT POSSESS CERTIFICATION FROM THE IOWA LAW ENFROCEMENT ACADEMY AS A LAW ENFORCEMENT OFFICER, OR POSSESS LAW ENFORCEMENT CERTIFICATION IN ANOTHER STATE AND SUCCESFUL COMPLETION OF ALL APPLICATION AND EXAMINATION REQUIREMENTS AS OUTLINED IN IOWA ADMINISTRATIVE CODE 501-3.8(80B).

JEH

1. The City and the Employee agree that the City will provide $2,500 hiring bonus at the beginning of employment.

2. The City and the Employee agree that the City will provide an additional $2,500 the later of the following:

   - Six months following date of hire.

   - At the end of field training if currently an Iowa Certified Law Enforcement Officer by the Iowa Law Enforcement Academy, or at the end of field training and after successful completion of certification through examination from the Iowa Law Enforcement Academy as outlined in Iowa Administrative Code 501-3.8(80B).

3. The Employee shall have a probationary period consistent with the Union Contract, City Personnel Policies and/or the Code of Iowa.

JEH

4. In the event the Employee does not successfully complete the training program or certification through examination, the Employee shall be released from employment with the City, and the Employee shall reimburse the City for its hiring bonus incurred to that date in accordance with the terms set forth in Section 5.

JEH

5. In the event the Employee voluntarily resigns or is terminated from the Carroll Police Department without having served as a certified police officer for at least two years, the Employee shall reimburse the City for hiring bonuses received per the following schedule:
   a. The amount of reimbursement shall be determined as follows:
      1. If the Employee resigns or is terminated less than 1 year following date of hire, one hundred percent of the total hiring bonus received.
      2. If the Employee resigns or is terminated 1 year of more, but less than two years following date of hire, fifty percent of the hiring bonus received.

JCH 6. If the Employee is dismissed during the probationary period, or properly terminated without having been employed by the City for at least two years, the employee shall reimburse the City for hiring bonus expenses as outlined in Section 5. 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.

7. At the end of two years of employment with the City, the amount owed for training expenses by Employee shall be zero dollars.

JCH 8. Payment of any hiring bonus owed to the City by the Employee shall be made in either a lump sum payment or consecutive monthly payments. The lump sum payment, or the first monthly payment, is due thirty days from the last day of employment. Monthly payments shall be made in accordance with the following schedule:

Minimum Monthly Payment	Annual Interest Rate
$200	8%

Although the minimum monthly payment is set at $200, the entire balance must be paid in no more than 24 months. If the employee elects to make a lump sum payment within thirty days of the last day of employment, the City will discount the balance due by 10%. Additionally, at any time during the repayment period the employee elects to pay off the balance, the City will discount this amount by 10%.

9. If the Employee is killed or permanently and totally disabled as defined in Chapter 411 of the Iowa Code, while in the employ of the City any training expenses shall be considered reimbursed in full.

JCH 10. This agreement may be amended or canceled only upon written agreement of both the City and the Employee.

11. The 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 expenses is satisfied in full.

JH I have read this agreement and fully understand that I may be obligated to repay the total hiring bonus expenses that are incurred on my behalf. I further acknowledge that my signature is voluntary and this agreement was signed before beginning employment with the City of Carroll.

Executed this _____ day of _____, 20____

CITY OF CARROLL
CARROLL COUNTY, IOWA
CITY COUNCIL

_____
Eric P. Jensen, Mayor

ATTEST:

_____
Laura A . Schaefer, City Clerk/Finance Director

EMPLOYEE

James Heller
James Heller

_____
Date