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 MJP-W

FROM: Brad Burke, Chief of Police BB

DATE: August 24, 2021

SUBJECT: Employment contract - Kult

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 Nathan Kult.

RECOMMENDATION: Council approval of the employment contract with Police Officer Nathan Kult.

RESOLUTION NO.____

A RESOLUTION APPROVING THE EMPLOYMENT CONTRACT FOR POLICE OFFICER NATHAN KULT

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 Nathan Kult is attached hereto as Exhibit A; and

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

THEREFORE: BE IT RESOLVED, that the employment contract with Police Officer Nathan Kult, 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 13th day of September, 2021.

CITY COUNCIL OF THE CITY OF CARROLL, IOWA

_____
Eric Jensen, Mayor

ATTEST: _____
Laura Schaefer, City Clerk

REIMBURSEMENT OF TRAINING EXPENSES AGREEMENT

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

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

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 August 30, 2021. 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 (salary over $10 per hour during 560-640 hours of academy training, pension, F.I.C.A., health insurance & worker's compensation insurance) while attending the Academy, as well as the City's expenditure for the Employee's mileage, food, lodging, clothing, ammunition and tuition while attending the academy. 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" as 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. The Employee may, at the City's option, be required to work for the Carroll 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 designees. 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. The Employee shall have a probationary period consistent with the Union Contract, City Personnel Policies and/or the Code of Iowa. This probationary period will end nine months after the date of graduation from the academy.

4. The 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 the event the Employee does not successfully complete the training program, the Employee shall be released from employment with the City, and the Employee shall reimburse the City for its "total training expenses" incurred to that date in accordance with the terms set forth in Section 6.

6. In the event the Employee voluntarily resigns from the Carroll Police Department without having served as a certified police officer (academy graduation) for at least three 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 the Employee resigns less than six months **following completion of approved training**, one hundred percent of the total training expenses.
      2. If the Employee resigns six months or more, but less than one year **following completion of approved training**, seventy-five percent of the total training expenses.
      3. If the Employee resigns one year or more, but less than two years **following completion of approved training**, fifty percent of the total training expenses.
      4. If the Employee resigns two years or more, but less than three years **after completion of approved training**, twenty-five percent of the total training expenses.

7. If the Employee is dismissed during the probationary period, or properly terminated without having served as a certified police officer for at least three 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.

8. At the end of three years as a certified police officer with the City, the amount owed for training expenses by Employee shall be zero dollars.

9. Payment of any training costs 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
$250	8%

Although the minimum monthly payment is set at $250, the entire balance must

be paid in no more than 48 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 the remaining balance by 10%.

10. 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.

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

12. 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 total training expenses is satisfied in full.

13. If reimbursement is not made in accordance with this agreement, the employee understands that the City, at its option, may seek the Employee's decertification as an Iowa law enforcement officer. Additionally, the City reserves the option of seeking reimbursement through civil action.

I have read this agreement and fully understand that I may be obligated to repay the total training expenses that are incurred on my behalf while receiving training at the Iowa Law Enforcement Academy. I further acknowledge that my signature is voluntary and this agreement was signed before beginning employment with the City of Carroll.

Executed this 23 day of August, 2021

CITY OF CARROLL
CARROLL COUNTY, IOWA
CITY COUNCIL

EMPLOYEE

Nathan Kult

Eric P. Jensen, Mayor

Nathan Kult

ATTEST:

08/23/2021
Date

Laura A . Schaefer, City Clerk/Finance Director