
**TUITION REIMBURSEMENT/
REIMBURSEMENT AGREEMENT**

BY AND BETWEEN

**THE CITY OF WEST FARGO, NORTH DAKOTA,
as City**

AND

_____,
as Recipient

Dated: _____

**Related to tuition reimbursement provided by the City of West Fargo for Recipient to attend
Lake Region State College's police academy.**

This instrument was drafted by:
Ohnstad Twichell, P.C.
John T. Shockley
P.O. Box 458
West Fargo, North Dakota 58078

TUITION REIMBURSEMENT/REIMBURSEMENT AGREEMENT

THIS TUITION REIMBURSEMENT/REIMBURSEMENT AGREEMENT (the “Agreement”) is made this ___ day of _____, 20___, by and between the City of West Fargo, North Dakota (the “City”), and _____ (“Recipient”).

RECITALS

WHEREAS, the City has provided funds for half of Recipient’s tuition, up to an amount not to exceed Three Thousand Dollars (\$3,000) (the “Tuition Reimbursement”) to attend the Lake Region State College’s (LRSC) police academy program as an incentive to be employed as a licensed police officer at the City’s police department upon completion of the program; and

WHEREAS, the Tuition Reimbursement is tiered, dependent upon the time Recipient remains employed as a licensed police officer with the City; and

WHEREAS, the City intends to employ Recipient and Recipient desires to be employed by the City, subject to the terms and conditions set forth in this Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows.

AGREEMENT

1. **Conditional Offer.** The City hereby provides a conditional offer of employment to Recipient as a full-time, licensed Police Officer with the West Fargo Police Department of the City upon Recipient’s completion of the LRSC police academy program. [The City and the Recipient agree and acknowledge that Recipient is currently working for the City as a part-time, non-sworn Community Service Officer.] As an incentive to commit to [continue] working for the City upon graduation, the conditional offer includes Tuition Reimbursement to Recipient as detailed herein.
2. **Tuition Reimbursement.** The City agrees to provide Tuition Reimbursement to Recipient to attend LRSC police academy in the amount not to exceed \$3,000, which will be paid directly to LRSC from the City.
3. **Employment Period; Repayment.** In exchange for Recipient receiving the Tuition Reimbursement, Recipient agrees to commit to being employed by the West Fargo Police Department for a period of three (3) years upon graduation of the LRSC police academy. If Recipient is employed by the WFPD less than three (3) years, Recipient agrees and acknowledges that they will be required to reimburse the City for all or a portion of Tuition Reimbursement, as set forth in this section depending on the length of time employed by the City, and regardless of whether or not the termination of employment was initiated by the City or the Recipient. The schedule for Tuition Reimbursement forgiveness and the amount required to be repaid upon early termination of employment is as follows:

[Remainder of page intentionally left blank.]

Completion of the LRSC police academy	5% forgiven, repay 95% of Tuition Reimbursement
Completion of WFPD field training	Additional 5% forgiven, repay 90% of Tuition Reimbursement
Pass the POST exam	Additional 20% forgiven, repay 70% of Tuition Reimbursement
Completion of 1 year of service after completion of WFPD field training	Additional 20% forgiven, repay 50% of Tuition Reimbursement
Completion of 2 years of service after completion of WFPD field training	Additional 20% forgiven, repay 30% of Tuition Reimbursement
Completion of 3 years of service after completion of WFPD field training	Additional 30% forgiven, no repayment of Tuition Reimbursement

(For example and illustration purposes only, if Recipient leaves employment with the City after passing the POST exam, but does not complete 1 year of service after field training, 30% would be forgiven and Recipient would be required to pay the City 70% of the Tuition Reimbursement amount.)

4. **Method of Reimbursement.** Recipient authorizes City to deduct the amount of any Tuition Reimbursement from any compensation due and owing to Recipient at time of separation from employment, including but not limited to salary, wages, bonuses, and vacation pay. If Recipient does not complete the LRSC police academy or does not become an employee of the City following graduation, Recipient agrees and acknowledges that they shall be solely responsible for reimbursing the City for the full amount of Tuition Reimbursement and must make arrangements for payment to the City. Recipient agrees to provide a completed IRS W-9 Form or other necessary tax information to the City upon signing this Agreement.
5. **Legal Costs.** If any action is brought to enforce any provision of this Agreement by City, Recipient agrees to pay all costs associated with the action as well as any costs of litigation, including all reasonable attorney fees.
6. **At-Will Employment.** This Agreement creates no contract of employment between Recipient and the City. Recipient may terminate employment with the City at any time with or without cause, and the City may terminate Recipient's employment at any time with or without cause.
7. **Indemnity.** Recipient hereby indemnifies and saves harmless the City from and against any and all suits, claims, actions, damages and other losses which Recipient suffers or incurs as a result of any governmental taxing authority assessing the Tuition Reimbursement hereunder as a benefit to the Recipient.
8. **Notice.** All notices, requests, demands, or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the parties at the following addresses:

If to Recipient: [name]
 [address]
 [city, state, zip]

If to City: City of West Fargo
Attn: City Administrator
800 4th Ave. E, Suite 1
West Fargo, ND 58078

Notice will be deemed to be properly delivered (a) immediately upon being served personally, (b) five (5) days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

9. **General Provisions.**

- A. **Policies and Procedures.** All provisions of the City of West Fargo Policies and Procedures Manual generally applicable to the City's WFPD employees with respect to accrual of sick leave and vacation, holidays, and other terms and conditions of employment will apply to Recipient upon Recipient's official hiring by the City.
- B. **Entire Agreement.** This Agreement contains the entire understandings of the parties hereto. It may not be changed orally, but only upon an agreement in writing signed by Recipient and the authorized officials of the City.
- C. **Modifications.** This Agreement may be modified as to terms and conditions from time to time upon mutual consent of the parties; however, such modification must be reduced to writing and signed by the parties as authorized by law.
- D. **Binding Effect.** The terms and conditions of this Agreement are to apply to and bind the heirs, executors, administrators, successors and assigns of the respective parties.
- E. **Severability.** If any provision or any portion thereof contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, is deemed severable and will not be affected and will remain in full force and effect.
- F. **Governing Law.** This Agreement will be construed and enforced in accordance with North Dakota law. The parties agree any litigation arising out of this Agreement will be venued in Cass County District Court in Cass County, North Dakota, and the parties waive any objection to venue or personal jurisdiction.
- G. **Previous Agreements and Negotiations.** The parties agree that this Agreement contains the parties' entire agreement, including any written or oral agreements or consent previously provided. This Agreement supersedes any previous negotiations.
- H. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original but all of which taken together shall constitute one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

IN WITNESS WHEREOF, the parties have approved and executed this Agreement on the day and year first written above.

CITY:
CITY OF WEST FARGO

RECIPIENT:

Bernie L. Dardis, President of the Board
of City Commissioners

[type name]

Tina Fisk, City Administrator

Denis Otterness, Chief of Police