

CDL SPONSORSHIP AGREEMENT

THIS AGREEMENT is effective this _____ day of _____ 20____, by and between the City of Watertown (“City”) and _____ (“Applicant”) who desires to become a _____ with the City of Watertown.

WHEREAS, Applicant has not yet obtained a CDL but wishes to become employed by the City in a position which requires Applicant possess a CDL.

WHEREAS, the City of Watertown is willing to assist Applicant with obtaining a CDL by sponsoring Applicant in accordance with the terms of this agreement and paying costs of tuition and books for Applicant.

WHEREAS, Applicant Acknowledges that the City of Watertown will incur substantial expense in the form of time, effort and money in the screening and testing of applicants seeking employment as _____ and in training and paying the costs of tuition and books for Applicant to allow Applicant to obtain a CDL.

WHEREAS, if Applicant shall leave employment with the City prior to successful obtaining a CDL, Applicant acknowledges that the City will have suffered substantial economic loss due to the payment of expenses on behalf of the Applicant such that repayment of those expenses should the Applicant fail to successfully complete Recruit Training is reasonable.

NOW, THEREFORE, in consideration of the terms and conditions herein, the Parties mutually agree as follows:

1. The City will sponsor Applicant through Badger CDL Testing. The costs for tuition and books will be provided by the City by payment of \$ 2,800.00 to Badger CDL Testing on behalf of the Applicant. Mileage, meal and other incidental expenses incurred by Applicant to attend Badger CDL Testing ~~will not be reimbursed~~ will be reimbursed in accordance with the City of Watertown Employee Handbook of Policies and Procedures.
2. The City will provide a wage rate of \$ _____ per hour for each hour Applicant is in attendance at the Badger CDL Testing. Wages will be made available at _____.

Commented [AB1]: We use several companies. This should be a blank to fill in on a case-by-case basis.

Commented [AB2]: Cost varies on the class type being sought. This should be a blank

Commented [AB3]: See above

Commented [AB4]: Proposed verbiage is consistent with other approved job-related training.

Commented [AB5]: Should be a blank, see above

normal payroll times (every two weeks). Recruit-Applicant shall be eligible for benefits as provided by the City of Watertown Employee Handbook to part-time employees.

Commented [AB6]: Looking to have this section removed - full time employees attend the CDL training and have full benefits.

3. Applicant has been provided copies of all policies and procedures established by the City of Watertown and the Badger CDL Testing and understands and acknowledges that he/she is bound by the terms of all policies and may be subject to discipline up to and including termination for violation of such policies.

Commented [AB7]: Should be a blank, see above comments

4. Applicant must successfully obtain their CDL within 60 days of this agreement. Failure to do so will result in termination of employment.

5. Upon successfully obtaining their CDL and compliance with all policies and procedures, Applicant is eligible to be employed as _____ by the City. Applicant understands and agrees that this Agreement does not create a right to or contract for continued Employment by the City; and that the Applicant shall remain as an “at will” employee.

6. Applicant shall repay the City the costs paid by the City for Tuition and Books on the Applicant’s behalf associated with the Badger CDL Testing if the Applicant:

Commented [AB8]: Should be a blank, see above comments

- a) Does not successfully obtain a CDL within 60 days of this agreement; or
- b) Is terminated from employment with the City within one (1) year of obtaining their CDL ; or
- c) Resigns from their position with the City within one (1) year of obtaining their CDL.

7. The amount to be repaid shall be reduced by \$ 233.33 for each full month of employment the Applicant completes with the City after obtaining their CDL.

Commented [AB9]: Should be a blank see above comments

8. **Applicant specifically agrees that the City may withhold payment of Applicant’s final paycheck in such amount as to repay the amount specified in paragraphs 6 and 7 above and that any outstanding balance unpaid by the Applicant’s final paycheck shall be repaid to the City within 30 days of separation.**

Commented [SC10R9]: Amount should be total cost of course divided by 12.

8. If litigation is commenced for recovery of the costs outlined in paragraphs 6 - 8 of this Agreement, then Applicant agrees Applicant will be liable for any outstanding repayment

amount specified in paragraph 6 - 8 above as well as the City's costs, including reasonable attorney's fees, in successfully litigating its claims.

9. This Agreement shall be governed by the laws of the State of Wisconsin and any legal dispute shall have Jefferson County as its legal venue.
10. This Agreement may be amended only upon written agreement of the Parties.
11. If any provision or any portion hereof contained in this Agreement is held to be invalid or unenforceable, the remainder of this Agreement shall be deemed severable and remain in full force and effect.

Dated this ____ day of _____, 20__.

Applicant

CITY OF WATERTOWN

Recommended by:

