

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 _____. The costs for tuition and
books will be provided by the City by payment of \$ _____ to _____ on
behalf of the Applicant. Mileage, meal and other incidental expenses incurred by Applicant
to attend _____ 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 _____. Wages will be made available at normal payroll

times (every two weeks). Applicant shall be eligible for benefits as provided by the City of Watertown Employee Handbook.

3. Applicant has been provided copies of all policies and procedures established by the City of Watertown and the _____ 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.
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 _____ if the Applicant:
 - 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 \$_____ for each full month of employment the Applicant completes with the City after obtaining their CDL.
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.**
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:
