



Story County Conservation Board - McFarland Park 56461 180th St. - Ames, Iowa 50010-9451
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www.storycountyconservation.org

Memorandum

To: Story County Board of Supervisors
From: Michael D. Cox, Director
Date: March 1, 2022
Re: Consideration of Employment Contract Buy-Out for Park Ranger Olivia VanderHart with Black Hawk County Conservation for \$5,610.56. (Unbudgeted)

A conditional offer of employment has been extended to Olivia VanderHart for the position of Park Ranger. Ranger VanderHart is currently a certified law enforcement officer with Black Hawk County Conservation. She graduated the Iowa Law Enforcement Academy Basic Training in 2021 and subsequently entered an employment contract with Black Hawk County Conservation. The Black Hawk County contract requires her to reimburse the county a prorated portion of her training expenses should she separate employment with the county. She has completed one year of the four-year contract and her reimbursement amount is \$5,610.56. I am requesting approval to pay Black Hawk County the contract balance and subsequently enter an employment contract with Ranger VanderHart for a three-year period. The Story County contract will require reimbursement of the contract buy-out amount on a pro-rated basis should Ranger VanderHart separate employment with Story County.

Contract buy-outs are typical for many law enforcement agencies.

Staff requests your approval.

Approval

Disapproval

Date

Date

Story County Conservation Board Law Enforcement Training Reimbursement Agreement

This agreement is entered into by the Story County Board of Supervisors, hereinafter referred to as "Board" and Olivia VanderHart, hereinafter referred to as "Employee".

THE INTENT OF THIS AGREEMENT IS TO BUYOUT BLACKHAWK COUNTY (ORIGINAL EMPLOYER) AND CONTINUE UNDER SIMILAR TERMS WITH STORY COUNTY (NEW EMPLOYER) THE TRAINING OF Olivia VanderHart AS A PARK RANGER, AND TO SPECIFY THE CONSIDERATION THAT EMPLOYEE PROVIDES THE COUNTY IN RETURN FOR THE TRAINING.

1. The Board and the Employee agree that the Employee has recently attended the Iowa Law Enforcement Academy at the expense of the Black Hawk County Conservation Board to receive certification as a Law Enforcement Officer in accordance with the Academy's training requirements. Employee entered an agreement with the Black Hawk County Conservation Board to reimburse the County the expenses they incurred for training the employee. The Story County Board of Supervisors agrees to pay the balance due under the original employer agreement to Black Hawk County Conservation Board. This new and subsequent agreement will be in effect for a term of three years. The employee agrees that he/she will be responsible for reimbursing the Board in accordance with the rules for reimbursement as stated hereafter in this agreement. The employee is responsible for reimbursing the Board for all costs listed in Exhibit A, which constitutes the balance due to Black Hawk County Conservation Board, paid by Board subject to this agreement.
2. Employee shall have a probationary period consistent with the Story County policy and Iowa Code.
3. Employee shall serve as a full-time Park Ranger of the Board from the date of hire.
4. In consideration for providing for agreement buy-out, Employee agrees to work for the Board as a full-time park ranger for at least three years from the date of hire.
5. In the event the Employee separates employment with Story County prior to the termination of this agreement Employee shall reimburse the Board for its "contract buy-out expenses" incurred to that date in accordance with the term set forth in paragraphs 6 and 9.
6. In the event the Employee resigns from employment with the Board without having served as a park ranger for at least four years, the Employee shall reimburse the Board for total training expenses incurred per the following Schedule:

The amount of reimbursement shall be determined as follows:

- i. If a law enforcement officer resigns less than one year following date of hire, one hundred percent of the total training expenses reimbursement paid to Black Hawk County Conservation Board.

- ii. If a law enforcement officer resigns one year or more but less than two years following date of hire, sixty six percent.
 - iii. If a law enforcement officer resigns after two years or more but less than three years following date of hire, thirty three percent.
- 7. If the Employee is dismissed during the probationary period, or properly terminated without having served as a park ranger for at least three years, the employee shall reimburse the Board for total training expenses reimbursement paid to Black Hawk County Conservation Board incurred in accordance with the terms set forth in paragraphs 6 and 9. If the Employee is dismissed for any other reason, such as a reduction in force, the Employee shall not be required to pay the Board for any unpaid training costs owed.
- 8. At the end of three years of service as a park ranger, the Employee shall be relieved of all obligation to reimburse the County for training expenses reimbursement paid to Black Hawk County Conservation Board under this agreement.
- 9. Payment of the balance of any training expenses owed to the Board by the Employee shall be made in full to the Board within sixty (60) days following the Employee's last day of employment with the Board.
- 10. If during the Employee's period of employment with the Board the Employee is killed or permanently and totally disabled as defined by Chapter 85 or Chapter 411 of the Iowa Code, or dies of any cause not related to Employee's work for the Board, while in the employ of the Board, Employee or Employee's estate shall be relieved of all obligation to reimburse the Board for training expenses under this agreement.
- 11. This agreement may be amended or canceled only upon agreement of the Employee and with the approval of the Conservation Director and Board.
- 12. If reimbursement is not made in accordance with this agreement, the Employee understands that the Board, at its option, may seek the Employee's decertification as an Iowa law enforcement officer. By execution of this agreement, Employee shall be deemed to have consented to such decertification, unless the Employee initiates legal proceedings to contest any adverse employment action which triggers the reimbursement obligation, or to contest the required reimbursement amount calculated by the Board, such proceedings to be initiated within 30 days of the Board's demand for reimbursement.
- 13. The Employee agrees to be responsible for payment of any attorney and/or other legal fees accumulated by the Board should legal action be necessary to enforce this agreement.
- 14. In the event that one or more of the provisions of this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the remaining provisions of this agreement, and they shall remain in full force and effect.

Executed this ____ day of _____ 2022 at Story County, Iowa.

Park Ranger

By: _____
Director, Story County Board Chair

Exhibit A

Contract Buy-out Expenses

Amount paid to Black Hawk County Conservation	<u>\$5,610.56</u>
TOTAL REIMBURSEABLE EXPENSES	\$5,610.56