

RESOLUTION NO. 25-16

**A RESOLUTION APPROVING A LAW ENFORCEMENT TRAINING
REIMBURSEMENT AGREEMENT BETWEEN THE CITY OF EARLHAM AND
WYATT SPIEKER**

WHEREAS, the City of Earlham, Iowa (hereinafter referred to as "City"), recognizes the need to maintain a well-trained and professional police department to ensure the safety and security of its residents; and

WHEREAS, the City desires to enter into a Law Enforcement Training Reimbursement Agreement (hereinafter referred to as "Agreement") with Wyatt Spieker, a newly hired police officer for the City of Earlham Police Department; and

WHEREAS, the Agreement outlines the terms and conditions regarding the financial responsibility for training expenses incurred by the City in the event Officer Spieker voluntarily leaves employment with the City within a specified period after receiving law enforcement training; and

WHEREAS, it is in the best interest of the City and its taxpayers to protect the financial investment in law enforcement training by ensuring reimbursement for training costs should the officer leave employment before the agreed-upon term; and

WHEREAS, the City Council has reviewed the Agreement and finds it to be fair, reasonable, and in the best interest of the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Earlham, Iowa, that the Law Enforcement Training Reimbursement Agreement between the City of Earlham and Wyatt Spieker is hereby approved. The Mayor is authorized and directed to execute said Agreement on behalf of the City of Earlham.

Passed and approved this 10th day of March, 2025.

Jeff Lillie, Mayor

Attest: _____
Shelley D. Kaster, City Clerk/Treasurer

LAW ENFORCEMENT TRAINING REIMBURSEMENT AGREEMENT

This agreement is entered into by the City of Earlham, Earlham, Iowa (the "City") and Wyatt Spieker, ("Employee").

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

1. Employee shall attend the Iowa Law Enforcement Academy to receive certification as a Law Enforcement Officer in accordance with the Academy's training requirements (the "Training Program"). The training at the Academy shall begin as soon as Employee is accepted for a training class in accordance with Paragraph 19 hereof. The City shall pay the expense of training and shall pay Employee's regular wages during the Training Program. Employee shall reimburse the City in accordance with Article 9 hereof for all training expenses, including the City's cost of Employee's paid time over minimum wage of \$7.25 while attending the Academy, traveling to and from the Academy, and studying for Academy classes on City time; the City's expenditure for Employee's mileage, food, lodging and tuition while attending the Academy; and the City's cost of replacing an Officer while the Officer is in training if the replacement Officer is a temporary Employee hired for that purpose only, or if the replacement of Employee requires the payment of overtime to the replacing Officer (collectively, "Training Expenses"). Training Expenses shall not include any time spent by Employee performing services such as dispatching, filing, patrol work, or other work assigned by the City. The estimated Training Expenses is set forth at Exhibit A hereto. Training Expenses shall be based on the actual cost incurred by the City as these costs become known.
2. Employee may, in the City's sole option, be required to work for the City's 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 designee. The hours expended by 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. Employee shall have a probationary period of 6 months.
4. Upon graduation from the Iowa Law Enforcement Academy and meeting all criteria needed to receive certification, Employee shall serve as a full-time police officer of the City.
5. Employee shall complete hearing and vision tests in accordance with Iowa Administrative Code, at their own cost and shall make the test results available to the City.
6. Employee shall take the Psychological Test and Cognitive (Post) Test, which will be paid for by the City.
7. Employee shall work for the City as a police officer for at least four (4) years from the date on which Employee graduates from the Iowa Law Enforcement Academy program and has met all criteria needed to receive certification.

8. If Employee fails to successfully complete the Training Program, Employee shall be dismissed, and shall reimburse the City for his or her Training Expenses in accordance paragraphs 9 and 10 hereof.
9. If Employee is dismissed for any reason during the probationary period, or if Employee voluntarily resigns or is terminated for cause within four (4) years after completion of the Training Program, then Employee shall reimburse the City for his or her Training Expenses as follows:
 - a. If Employee is terminated during the probationary period, or if Employee voluntarily resigns or is terminated for cause less than one (1) year after completion of the Training Program, Employee shall reimburse the City for one hundred percent (100%) of the Training Expenses;
 - b. If Employee voluntarily resigns or is terminated for cause one (1) or more years, but less than two (2) years, after completion of the Training Program, Employee shall reimburse the City for seventy-five percent (75%) of the Training Expenses;
 - c. If Employee voluntarily resigns or is properly terminated for cause two (2) or more years, but less than three (3) years, after completion of the Training Program, Employee shall reimburse the City for fifty percent (50%) of the Training Expenses; and
 - d. If Employee voluntarily resigns or is properly terminated for cause three (3) or more years, but less than four (4) years, after completion of the Training Program, Employee shall reimburse the City for twenty-five percent (25%) of the Training Expenses.
10. The City shall purchase body armor for Employee, and said body armor shall become and remain the sole property of Employee. If Employee is dismissed for any reason during the probationary period, or if Employee voluntarily resigns or is terminated for cause within four (4) years after completion of the Training Program, then Employee shall reimburse the City for the total cost of said body armor.
11. If Employee owes the City any amounts under Paragraphs 9 or 10 hereof, then Employee expressly authorizes the City to withhold from Employee's wages the difference between (1) the amount owed by Employee under Paragraphs 9 and 10 hereof and (2) the applicable federal minimum wage for the time worked during the pay period for which wages are being withheld.
12. If Employee has completed the probationary period and is dismissed without good cause, including a reduction in force, then Employee shall not be required to reimburse the City for Training Expenses or for body armor.
13. Employee shall pay in full all amounts due hereunder upon the last date of employment.
14. If Employee is killed or permanently and totally disabled as defined by Chap. 85 or Chap. 411 of the Iowa Code, while in the employ of the City, all Training Expenses shall cease.
15. This Agreement may be amended or canceled only upon written agreement by both the City and Employee.

16. Employee shall notify City of Employee's place of residence while in the employ of the City or until such time as the debt for Training Expenses is satisfied in full, whichever occurs later.
17. If Employee breaches any provision of this Agreement, Employee understands that the City may, in its sole option, seek Employee's decertification as an Iowa law enforcement officer and/or pursue legal remedies.
18. This Agreement is for the purposes of bona fide employment and not for the purposes of achieving certification for Employee by way of "sponsorship" through the academy.
19. Employee shall establish residency according to the Earlham Personnel Policy (revised February 14, 2011) Article VI prior to attending the Iowa Law Enforcement Academy.
20. Employee understands and acknowledges that his employment with the City is "at will," and the City may terminate his employment at any time.
21. The City and Employee hereby agree that this Agreement and its construction and interpretation shall at all times and in all respects be governed by the laws of the State of Iowa, and any claim, litigation or dispute arising from or related to this Agreement shall be litigated in the appropriate federal or state court located in Madison County, Iowa. Employee hereby consents to personal jurisdiction and venue in such court.

Executed this 10th day of March, 2025.

City of Earlham, Iowa

Wyatt Spieker

By: _____
Jeff Lillie, Mayor

EXHIBIT A

Estimate of Costs of Training Expenses

Academy tuition, lodging, and related expenses	\$ 7,900.00
Wages during training (less minimum-wage rate for total hours)	\$ 5,000.00
Miscellaneous (including mileage, books, supplies)	<u>\$ 1,500.00</u>
Estimated Total Cost	\$14,400.00