



EMPLOYEE EDUCATION ASSISTANCE AGREEMENT

This Education Assistance Agreement is entered into by and between the City of Oelwein ("Employer"), and Kameron Bennet ("Employee"), effective as of ____/____/2025

1. Purpose

- a. Employer agrees to provide education assistance to Employee for the purpose of supporting the completion of Water Environmental Technology at Des Moines Area Community College ("College"), to enhance skills relevant to Employee's current or anticipated role with the Employer.

2. Scope of Assistance

- a. Covered Costs ("Assistance")
 - i. Tuition: Employer will pay or reimburse 100 percent of tuition costs.
 - ii. Books/Materials: Employer will pay or reimburse 100 percent of required textbooks and course materials.
 - iii. Fees: Employer will pay or reimburse mandatory enrollment or exam fees.
 - iv. The estimated cost of the program is \$16,469

3. Payment Method

- a. Employer may pay directly to the College or reimburse Employee upon submission of itemized receipts within 30 days of incurring the expense.

4. Eligibility & Academic Standards

- a. Employee must pass each course. ("Minimum Academic Standard")
- b. Employee shall submit official transcripts and completion certificates upon course completion, but in no case later than (10) days following receipt thereof.
- c. If Employee fails to meet the Minimum Academic Standard, Employer may suspend, terminate, or require repayment of all Assistance, or some combination of the above, in the sole discretion of the Employer.

5. Employment Commitment & Repayment Obligation

- a. Commitment Period
 - i. Employee agrees to remain employed with Employer for five (5) years following completion of the program. ("Commitment Period")
 - ii. The employee will obtain a grade III within one year of completion of the program.
- b. Repayment
 - i. If Employee resigns voluntarily or is terminated for cause before the Commitment Period ends, Employee shall repay:
 1. 100% of Assistance paid by Employer if separation occurs within the Commitment Period.
- c. Repayment Schedule, in the event of failure to satisfy Commitment Period obligations.
 - i. Repayment shall be due in full within sixty (60) days of the last day of employment of Employee with Employer, unless otherwise agreed in writing by both Employee and Employer.
 - ii. Employer may, to the extent permitted by law, deduct repayment sums due Employer from Employee from Employee's final paycheck(s).
 - iii. Employer may, in its sole discretion, negotiate and agree to a repayment schedule beyond the required sixty (60) day repayment schedule, with interest to be applied

to the balance due in the minimum amount of 6%, or higher rate if agreed to by Employer and Employee.

6. Tax Implications

- a. Employee acknowledges that certain education benefits may be taxable under federal, state, or local law, and agrees to be solely responsible for any resulting tax liability, unless otherwise provided by law.


7. Confidentiality & Proprietary Information

- a. If training involves access to Employer's confidential information, Employee agrees to maintain confidentiality in accordance with Employer's confidentiality and non-disclosure policies.
- b. Materials, concepts, or work products developed using skills obtained through the program during employment remain the property of Employer.

8. Miscellaneous

- a. **Law and Jurisdiction.** This Agreement shall be governed by the laws of the State of Iowa with jurisdiction of any dispute arising hereunder being with the District Court in and for Fayette County, Iowa.
- b. **Amendment, Modification and Waiver.** Changes, amendments, modifications, or waivers of any condition, provision, or term in this Agreement shall not be valid or of any effect unless made in writing, signed by Parties and/or their successors and assigns, and specifying with particularity the extent and nature of such amendment, modification, or waiver.
- c. **Construction.** Words and phrases herein, including acknowledgement hereof, shall be construed as in the singular or plural number, and as masculine, feminine, or neuter gender according to the context. The captions preceding the Sections are inserted only as a matter of convenience and for reference purposes and should not be considered substantive or relied upon in interpreting any provision of this Agreement. This Agreement shall be considered to have been jointly drafted by the Parties.
- d. **Acknowledgement.** The Parties, by signing this Agreement, acknowledge having carefully read the same, having had an opportunity to consult with counsel concerning the legal effect of this Agreement and its various terms and conditions, and have signed the Agreement voluntarily and without duress or coercion.
- e. **Consideration.** Employee hereby acknowledges the receipt of valuable consideration from Employer, the sufficiency of which is hereby acknowledged,
- f. **No Other Representations.** The Parties represent and warrant that no promise, inducement or agreement not expressed in this Agreement, oral or written, express or implied, has been made and that all terms of this Agreement are contractual and not a mere recital.
- g. **Severability.** If any term or provision of this Agreement is invalid, illegal or unenforceable such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the contemplated terms, provisions, and outcomes contemplated or intended by the Agreement may be consummated as originally intended to the greatest extent possible.
- h. **Entire Agreement.** This Agreement constitutes the entire understanding between the parties with respect to the subject matter and supersedes any prior oral or written agreements.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

	8-19-25
Kameron Bennet	Date:
	August 25, 2025
City of Oelwein	Date: