

# AGREEMENT

**THIS** Agreement is entered into this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the Board of Mayor and Aldermen of the City of Vicksburg (hereinafter known as City) and **Joseph Strait** (hereinafter known as Employee) for the purposes of the City paying for paramedic training and prerequisites and the obligations of each party therewith.

**NOW, THEREFORE**, for and in consideration of the mutual promises and agreements herein contained, City agrees to pay the full cost of tuition for Employee to attend the selected Community College for two (2) years to obtain

**Paramedic**

(Type of degree or certificate)

**NREMT-P**

(Title after obtaining degree or certificate)

## I. TERMS OF AGREEMENT:

1. Employee shall obligate himself/herself for employment with the City of Vicksburg as a paramedic on an ambulance for two (2) years from the date of the completion of the course at the Community College paid for by the City of Vicksburg.
2. The Employee must satisfactorily complete the required classroom work and pass all aspects of the course. A passing score is a letter grade or numerical score that equals a "C" or above. Failure to maintain a letter or numerical score of at least a "C" is unsatisfactory and will result in Employee reimbursing the City for the tuition paid.
3. Employee must maintain the required paramedic certification to remain employed with the City of Vicksburg, or must reimburse the City for tuition paid.
4. Employee shall reimburse the City of Vicksburg for all monies paid to Community College for the course under the following conditions:
  - a. If the Employee remains an employee of the City of Vicksburg but fails to complete the terms and conditions of this agreement;
  - b. If the employment relationship is severed prior to the completion of the required two (2) year employment either before or after the completion of the course(s).
5. Employee must repay any monies owed within three (3) years in equal monthly installments to be determined based upon the amount of money paid by the City of Vicksburg on behalf of the Employee.
6. Attached hereto as Exhibit "A" is a copy of the Notice signed by the Employee.

## **II. EXECUTION OF THIS AGREEMENT:**

Upon execution of this Agreement by the Employee and the Board of Mayor and Aldermen of the City of Vicksburg, the City shall pay to the Community College tuition fees in the amount of \$4500 for tuition for the Employee.

## **III. COMPENSATION:**

The Employee will not be entitled to any additional compensation for the satisfactory completion of the course(s), save and except what is so stated within its employment guidelines. The Employee will not be entitled to any additional benefits, save and except those benefits that the Employee currently receives as an employee of the City of Vicksburg. In short, the Employee will not be entitled to additional benefits such as travel or overtime.

## **IV. ENFORCEABILITY:**

This Agreement and the rights and obligations of the parties hereunder shall be interpreted, construed and governed in accordance with the laws of the State of Mississippi. In short, in case of lawsuit or any other action regarding this Agreement, jurisdiction shall be in the County of Warren in the State of Mississippi.

## **V. EMPLOYMENT AT WILL DOCTRINE:**

The Employment at Will doctrine is not destroyed by this agreement. The Employee or the City may choose to end their employment relationship at any time for cause or without cause. However, if the employment relationship is severed prior to the completion of the two (2) years of employment, whether voluntary or involuntary, the Employee shall reimburse the City of Vicksburg for the full amount of the cost of the course pursuant to section I-5.

## **VI. CAPTIONS:**

Captions to and headings of the Paragraphs and Sections of this Agreement are solely for the convenience of the parties and not a part of this Agreement and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

## **VII. AMENDMENTS:**

This Agreement represents the entire agreement of the parties and supersedes any and all prior understandings and agreements, written or oral, between the parties. This Agreement and any of its terms, conditions and provisions, may be modified, amended, deleted and supplemented only by mutual agreement in writing signed by all of the parties hereto.

**IN WITNESS WHEREOF**, the Employee has absolutely executed this Agreement on

this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

**MAYOR OF CITY OF VICKSBURG:**

\_\_\_\_\_  
**EMPLOYEE:**

*Joseph Stratt*  
\_\_\_\_\_

## NOTICE

July 25, 2016

To: All Fire Department Employees

From: Deputy Chief Ken Daniels

RE: School for Paramedics including Prerequisite Courses

The Vicksburg Fire Department currently has slots available for those interested in becoming paramedics. The next class will begin in August 2016. Set forth below are the criteria for selecting students for participation the class. **If the student fails to complete the course, for whatever reasons or fails to satisfy any of the terms\conditions set forth below, he\she will also be required to repay to the City of Vicksburg the cost of tuition and materials paid. The terms of this Notice will be attached as Exhibit "A" to any agreement that must be signed by the employee.**

If repayment is required by the employee, said payments must be completed by said employee within three (3) years.

### TERMS

The Employee:

1. Must pass the Vicksburg Fire Department EMT general knowledge and skills test.
2. Must be interviewed by the Fire Chief and Deputy Chief.
3. Must work on the ambulance for two (2) years as a paramedic after certification.
4. Must maintain required paramedic certification to remain employed.

The employee's personnel and training files will also be reviewed by the fire chief, deputy chiefs, and EMS officer as part of the selection process.

Employees who are interested in the paramedic class must submit their request to Deputy Chief Ken Daniels.

Any employee approved for the Paramedics course of study must sign an agreement with the City as to the above stated terms prior to payment of fees by the City of Vicksburg.

**By signing below, I have read and understand the terms and guidelines listed above.**

Joseph T. Stewart  
EMPLOYEE

7-25-16  
DATE

RECEIVED BY:

Ken Daniels  
DEPUTY CHIEF KEN DANIELS

7-25-16  
DATE