

AGREEMENT

THIS Agreement is entered into this the 19th day of March, 2018, between the Board of Mayor and Aldermen of the City of Vicksburg (hereinafter known as City) and Christopher Coleman (hereinafter known as Employee).

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 Paramedic School as well as other expenses associated with Employee attending Hinds Community College school by reimbursing the Brandon Fire Department for all expenses associated with Employee obtaining certification as a Paramedic. Attached hereto and incorporated herein is the invoice from the Brandon Fire Department as Exhibit "A".

I. TERMS OF AGREEMENT:

1. 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.
2. Employee shall obligate himself 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 Hinds Community College for which tuition and other expenses will be reimbursed by the City of Vicksburg to the Brandon Fire Department.
3. Upon receipt of a Paramedic Certification, Employee must maintain the required paramedic certification and remain employed with the City of Vicksburg for a minimum of two (2) years, or must reimburse the City for tuition and other related expenses paid. See Exhibit "A".
4. Employee shall reimburse the City of Vicksburg for all monies for tuition and related expenses paid to reimburse the Brandon Fire Department for his paramedic training at Hinds Community College and any other fees\tuition 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; or
 - b. If employee fails to maintain certification but remains an employee of the City of Vicksburg, he must repay all monies owed within a three (3) years in equal monthly installments; or
 - c. 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, Employee must repay the amount due and owing in full at the end of the employment relationship or a payment

agreement may be entered into upon approval by the employee and City.

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 reimburse the Brandon Fire Department for tuition and other related expenses paid by the Brandon Fire Department to Hinds Community College and others in the amount of \$6,497.70 for and on behalf of the Employee. This is the current amount being assessed. However, if additional tuition\fee is required by Hinds, the amount of money owed to the City will be the amount of money actually paid for the course work of Employee by the City. See Exhibit "A".

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.

The invalidity, illegality, or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if such invalid, illegal, or unenforceable provision had been omitted.

V. EMPLOYMENT AT WILL DOCTRINE:

The Employee will initially be an employee at will. As such, 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. After one (1) year probationary period (provided the probationary period is not extended by the Civil Service Commission), Employee will become a civil servant. As such, there are additional rights and responsibilities that the Employee will receive. In any case, 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 and related expenses pursuant to section I-4.

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 19th day of March 2018.

MAYOR OF CITY OF VICKSBURG:

CHRISTOPHER COLEMAN:

 3/14/18

