



FOREST PARK DEPARTMENT OF FIRE AND EMERGENCY SERVICES TRAINING REIMBURSEMENT AGREEMENT

To ensure that the City of Forest Park does not invest time, resources and money providing additional training for its firefighters without receiving their services for a reasonable time thereafter, the following Agreement is made by and between _____, (hereinafter "EMPLOYEE"), and the City of Forest Park, (hereinafter "CITY").

1. CITY agrees to provide EMPLOYEE with certain additional training as follows:

2. EMPLOYEE acknowledges that in order to be eligible for reimbursement of expenses for such training, EMPLOYEE must meet the conditions set forth on Exhibit A to this agreement.
3. EMPLOYEE, in consideration of receiving training paid for by CITY, agrees to reimburse CITY for all of the costs incurred by CITY for providing addition training for EMPLOYEE, if EMPLOYEE voluntarily terminates his/her employment with the City within (3) three years of being certified as a firefighter in the State of Georgia, except as outlined in Paragraph #3 of this agreement. The amount of reimbursement shall be \$ _____ (the "Reimbursement Amount"). This amount shall not be reduced in any manner including a pro rata reduction where an employee has worked for a portion of the three years following his/her certification.
4. EMPLOYEE may not be obligated to pay the Reimbursement Amount in the event that the EMPLOYEE or CITY terminates his/her employment due to an involuntary military deployment or unforeseeable permanent disability, permanent/catastrophic illness or permanent injury, which disables the EMPLOYEE and prevents EMPLOYEE from meeting the current job requirements. Additionally, the EMPLOYEE shall not be obligated

to pay the Reimbursement Amount if his/her employment is terminated at the sole discretion of the CITY other than for the reasons contained in Paragraph 4.

5. In accordance with the personnel policies in effect at the time, the failure of the EMPLOYEE to comply with Forest Park Fire Department of Fire and Emergency Services, CITY regulations or employment policies and procedures, which leads to termination of EMPLOYEE, shall be deemed to be a voluntary termination of employment by the EMPLOYEE and EMPLOYEE will be subject to requirements established in #2 of this agreement.
6. Reimbursements shall be payroll deducted from the employee's final paycheck. Any remaining amounts due under the terms of this Agreement, if any, shall be paid in full not more than thirty (30) days from the termination date. If not paid under the terms of this Agreement, the EMPLOYEE authorizes the CITY to initiate a collection order and/or garnishment of wages.
7. It is specifically agreed that these sums are not penalties for termination, but are rather to reimburse CITY for expenditures to train EMPLOYEE.
8. This Agreement shall not be construed to be an employment contract and EMPLOYEE acknowledges the employment relationship existing between EMPLOYEE and CITY is without fixed duration and is terminable at the will of either party.

Acceleration Clause: The EMPLOYEE agrees that in the event the EMPLOYEE fails to make any payment due under any payment plan established pursuant to this agreement in a timely manner, all sums due under the payment plan shall become immediately due and payable. Further, the parties agree that such action shall entitle the CITY to pursue legal remedies for the entire balance immediately.

Consideration: The parties hereto expressly acknowledge the existence of consideration to support this agreement, the adequacy and sufficiency of which is duly acknowledged.

Merger Clause: This document contains the full, complete, and final Agreement of the parties and, upon its execution by the parties, is intended to be a binding contract under the laws of Georgia.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties intending to be legally bond hereby, have executed this Agreement as of the date first above written.

EMPLOYEE

Sworn to and subscribed before me, this _____ day of _____, 20____.

By: _____

Notary Public.

My commission expires: _____

CITY OF FOREST PARK

By: _____

EXHIBIT A

FOREST PARK DEPARTMENT OF FIRE AND EMERGENCY SERVICES TRAINING REIMBURSEMENT TERMS AND CONDITIONS

- A. In order to be eligible for the Reimbursement, an employee must be a full-time career status employee with at least one (1) year of employment prior to the starting date of the class.
- B. The employee must submit final grades, certificates, tuition receipts and method of payment at the end of the program in order for reimbursement to be considered to the Fire Chief.
- C. All documents will be reviewed by the EMS Division and Fire Chief to determine whether the course work is eligible.
- D. Employees should apply as far in advance as possible for course work so that they can be informed of their eligibility.
- E. If an employee feels that the Fire Chief has made an error in their determination, he/she may ask the Fire Chief to reconsider the decision by supplying additional information as to the direct applicability. The Fire Chief will then reconsider approval with the further information. The Fire Chief's decision is final.
- F. When an employee completes the approved course work, it is their responsibility to submit copies of the grades and the program receipt to the Fire Chief.
- G. The reimbursement procedure will consist of the following: 100% reimbursement when a grade of "A" or "B" is earned, and 50% reimbursement when a grade of "C" is earned, plus the cost of the textbooks (workbooks not included) used for the course(s), providing a receipt is provided and the textbook is in re-usable condition. If the institution only gives credit or no credit, a credit grade will be accepted as satisfactory completion and equal to a grade of "A".
- H. Employees receiving aid, or who have a scholarship, as well as employees qualifying for benefits under the G.I. Bill or other State or Federal programs, are eligible for municipal reimbursement of only the difference (if any) between what they receive from these other sources and what is eligible for reimbursement under this program.