

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made and entered into this _____ day of March, 2024, by and between the ***CITY OF JACKSON, MISSOURI, a municipal corporation,*** (“City”) and _____ (“Employee”),

WITNESSETH:

WHEREAS, the City has a permanent full-time fire fighter with Jackson Fire Rescue who also serves in the Missouri National Guard; and

WHEREAS, the permanent full-time fire fighter has been called for active duty with the Missouri National Guard for an extended period of time; and

WHEREAS, the City is in need of a temporary full-time fire fighter to replace the permanent full-time fire fighter during the period of time the permanent full-time fire fighter is on active duty with the Missouri National Guard; and

WHEREAS, Employee desires to serve in the position of temporary full-time fire fighter for the time that the permanent full-time fire fighter is on active duty with the Missouri National Guard; and

WHEREAS, Employee understands and acknowledges that the City is required under the Uniformed Services Employment and Reemployment Rights Act to make available under certain conditions the reemployment of the permanent full-time fire fighter upon return from active duty with the Missouri National Guard.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, it is mutually agreed as follows:

1. Employee does hereby accept the position of temporary full-time fire fighter with the City.

2. Employee is eligible and will receive wages and benefits applicable to a permanent full-time fire fighter.

3. Employee is subject to all rules, regulations, and procedures applicable to a permanent full-time fire fighter including, but not limited to, discipline and termination as set forth in the City's personnel manual.

4. Employee understands and acknowledges that upon the return of the permanent full-time fire fighter from active duty with the Missouri National Guard that Employee will return to the status of temporary part-time fire fighter without requiring the City to comply with the rules, regulations and procedures for discipline and termination and that Employee will no longer receive wages and benefits applicable to a full-time fire fighter.

5. This Memorandum of Understanding contains the entire agreement of the parties and can be altered, amended, or modified only by written instrument executed by both parties. This Memorandum of Understanding sets forth the entire agreement between the parties and no custom, act, forbearance, or words or silence at any time, gratuitous or otherwise, shall impose any additional obligation or liability upon either party or waive or release either party from any default or the performance or fulfillment of any obligation or liability or operate as against either party as a supplement, alteration, amendment, or change of any terms or provisions set forth herein unless set forth in a written instrument duly executed by such party. The failure of either party to exercise any rights or remedies shall not release the other party from its obligations hereunder.

6. This Memorandum of Understanding shall be governed by and construed in accordance with the laws of the State of Missouri. Venue for any dispute between the parties shall be in the Circuit Court of Cape Girardeau County, Missouri.

7. This Memorandum of Understanding shall be binding upon and shall inure to the benefit of the undersigned parties and their respective heirs, legal representatives, distributees, successors, and assigns.

8. In case any one or more of the provisions contained in this Memorandum of Understanding shall for any reason be held invalid, illegal, or unenforceable in any respects, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Memorandum of Understanding shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

9. The rights and remedies provided by this Memorandum of Understanding are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other available remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding as of the day and year first above written.

EMPLOYEE

JASON MOUSER, CHIEF

J.J. WISEMAN, HUMAN RESOURCE DIRECTOR