

San Juan County Emergency Medical Services
Training Contract

This agreement, entered into this _____ day of _____, 20__, by and between San Juan County EMS, hereinafter referred to as **SJCEMS** and _____, hereinafter referred to as **TRAINEE**.

WITNESSETH

WHEREAS, SJCEMS has agreed to provide specialized training to TRAINEE at SJCEMS expense which will result in TRAINEE acquiring the necessary skills to qualify as a certified EMS professional; and

WHEREAS, the parties understand that the said training and skill will become a valuable asset to TRAINEE which will enhance TRAINEE's opportunities for obtaining future employment with various prospective employers in the EMS field and

WHEREAS, the parties acknowledge that the only consideration for SJCEMS's providing the above mentioned training to TRAINEE is to provide a skilled work force for SJCEMS facilities; and

WHEREAS, SJCEMS has calculated the cost of said training and the and TRAINEE understands and agrees that these costs are reasonable; and

WHEREAS, TRAINEE understands and agrees that it would be equitable and unfair to receive this training and not provide the intended employment services to SJCEMS; and

WHEREAS, TRAINEE has been advised of and is fully aware of the compensation paid by SJCEMS to its entry level EMS professionals at the time of signing of this contract;

NOW THEREFORE, in consideration of the premises, the parties agree, stipulate and covenants as follows:

- _____ 1. SJCEMS has calculated the cost of training provided to TRAINEE under this contract to be \$_____ ("Training Cost").
- _____ 2. SJCEMS agrees to cover the entire cost of training so long as TRAINEE completes training, accepts employment with SJCEMS, and remains continuously employed by SJCEMS for a period of not less than three (3) years beginning with the day of successful certification.
- _____ 3. Should TRAINEE's employment with SJCEMS be terminated, either voluntarily or involuntarily, before the expiration of three (3) years from the date of certification, "TRAINEE hereby agrees to reimburse SJCEMC one-thirty- sixth (1/36) of the training cost multiplied by the number of months remaining on the 3 year term that TRAINEE was terminated.

- _____ 4. The amount of the reimbursement calculated under paragraphs 4-6 above shall be paid by TRAINEE by deduction from his or her final pay check, and any remainder shall be paid to SJCEMS within six (6) months of termination by TRAINEE. **If payment is not made within six (6) months after termination, SJCEMS shall be entitled to interest on unpaid portion of said reimbursement at the rate of ten percent (10%) per annum.** SJCEMS shall be entitled to court costs and reasonable attorney's fees which may be incurred in collecting delinquent reimbursement of training costs.
- _____ 5. Notwithstanding the foregoing, SJCEMS, at the sole discretion of San Juan County EMS, may suspend the TRAINEE's obligation to reimburse SJCEMS under this agreement.

Employee Signature

Date

EMS Director Signature

Date