

CELINA FIRE DEPARTMENT EMPLOYMENT AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 20____, by and between the City of Celina, Ohio, an Ohio Municipal Corporation, by and through its Fire Department (hereinafter "Department") and _____, (hereinafter "Firefighter Trainee"), WITNESSETH.

WHEREAS, contingent upon the execution of this Agreement, Firefighter Trainee (hereinafter "Trainee") has been offered conditional employment with City; and

WHEREAS, in the event Trainee accepts such offer of conditional employment, City will thereupon incur significant cost and expense in connection with Trainee's hire and the providing on Trainee's behalf and betterment formal firefighter training (hereinafter "Training") through a qualified Firefighter Academy; and

WHEREAS, both City and Trainee acknowledge and agree that City shall incur monetary expense attributed to the Trainee's hire and Training such that in the event Trainee chooses to leave employment with City for failure to successfully pass an original appointment examination and complete or successfully pass Firefighter Academy schooling within one (1) year of date of initial hire, or for any cause or reason within thirty-six (36) months following Trainee's date of initial hire with City.

NOW THEREFORE, in consideration of the foregoing and the conditional offer of employment heretofore extended by City to Trainee, City and Trainee do hereby mutually agree, as follows:

SECTION 1- REIMBURSEMENT OBLIGATION

In the event Trainee shall leave employment with City, for any cause or reason, within thirty-six (36) months following Trainee's initial date of hire with City, Trainee shall thereupon reimburse the City for the expenses incurred by City as the result of the Trainee's hire and Training (hereinafter "Reimbursement Obligation"). The Reimbursement Obligation shall be calculated in accordance with the provisions set forth in Section 2 of this Agreement.

SECTION 2 - CALCULATION OF REIMBURSEMENT

- a) The Reimbursement Obligation shall consist of all amounts of related costs or expense incurred or expended by City in connection with the Trainee's hire and the Training, including, but not limited to the following:
 - i. All expenses attributable to any required medical, psychological, polygraph examinations, background and other investigations.
 - ii. All expenses attributable to tuition, registration and related fees and costs of any training or educational opportunity afforded to Trainee, or required of Trainee by City, as paid by City; and
 - iii. All expenses related to the equipping and outfitting, excluding the Trainee's salary for actual hours worked during Firefighter Academy classes
- b) The Reimbursement Obligation shall be calculated as of the date of Trainee's separation of employment with City.
- c) The Reimbursement Obligation shall be calculated by City based upon actual expenditures and/or reasonable estimates thereof in the event the actual amount of such expenditure(s) cannot be otherwise reasonably determined.

SECTION 3 - CREDIT FOR CONTINUOUS EMPLOYMENT

- a) Credit for service rendered by the Trainee on City's behalf shall be applied to the calculation of the Reimbursement Obligation at 24 payments beginning at the 12-month anniversary after Trainee's hire and ending at the 36-month anniversary of Trainee's initial hire date.

- b) Any absence from work on the Trainee's part due to illness, injury or any other cause, for a period in excess of two (2) weeks shall be excluded from the period of service for which credit is to be given to Trainee in connection with the calculation of the Reimbursement Obligation.

SECTION 4 - TERMS OF REPAYMENT OF REIMBURSEMENT OBLIGATION

- a) The Trainee shall pay the Reimbursement Obligation in accordance with the following:
 - i. Any final pay or accruals due to be paid to the Trainee upon termination of employment shall be withheld by City and applied as a credit against the Reimbursement Obligation; and
 - ii. The remaining balance of the Reimbursement Obligation, if any, after application of the credit referred to in sub-section (4)(a)(i), above, shall be paid by the Trainee within twelve (12) months following the Trainee's termination of employment with the City, and, shall be paid by way of voluntary wage assignment through the Trainee's new employer, at a rate of not less than one-twelfth (1/12) of such remaining balance. In the event the Trainee is not re-employed or to be re-employed upon such termination, the Trainee shall, nonetheless, fully pay the Reimbursement Obligation within such twelve (12) month period by way of twelve (12) equal monthly installment payments.
- b) In the event of the Trainee's default in the payment of any of the periodic installments referenced in the immediately preceding sub-section hereof, the entire unpaid balance of the Reimbursement Obligation shall thereupon become immediately due and payable without further requirement of notice or demand on the part of the City.
- c) The Trainee shall pay the legal fees and/or costs of litigation incurred by the City as the result of any collection effort initiated by the City, and related to the Reimbursement Obligation. Such fees and costs shall be in addition to any balance of the Reimbursement Obligation owed by the Trainee.
- d) The City reserves the right to employ any and all contractual and legal means available to the City to collect the Reimbursement Obligation.

SECTION 5 - EFFECTS OF TERMINATION

- a) In the event the Trainee's employment with the City is voluntarily terminated by the Trainee, the Trainee shall be responsible for the payment of the Reimbursement Obligation.
- b) In the event the Trainee's employment with the City is terminated by City for any cause, the Trainee may be responsible for the payment of the Reimbursement Obligation at the City's discretion and option.
- c) In the event the Trainee's employment with the City is terminated due to injury, illness, or death, the Trainee's obligation to the Reimbursement Obligation may be waived, at the City's sole discretion and option.

SECTION 6 - RIGHT OF INDEPENDENT REPRESENTATION

The Trainee hereby acknowledges that Trainee has the right at his or her sole expense, to discuss the content of this Agreement and its ramifications with an independent advisor of Trainee's choosing, prior to the Trainee's execution of this Agreement. By affixing the Trainee's signature to this Agreement, the Trainee is expressly indicating that he or she has exercised such right of independent representation, or otherwise voluntarily waives the right to obtain such independent representation.

In any event, by executing this Agreement, the Trainee expressly evidences the Trainee's understanding of, and satisfaction with, the contents of this Agreement, as well as such Trainee's express agreement to be bound by the obligations imposed by such Agreement.

In Witness whereof, the parties hereto have hereunto set their hands effective as the date and year first set forth above.

By: _____ Firefighter Trainee

By: _____ Safety Service Director

By: _____ Fire Chief

State of Ohio:

County of Mercer:

Before me, a notary public in and for said County, personally appeared the above named _____, identified as the "Firefighter Trainee" herein, who acknowledges that he/she signed the within instrument as his/her free act and deed.

In Witness whereof, I have hereunto set my hand and official seal this _____, day of _____, 20____.

Notary Public

State of Ohio:

County of Mercer:

Before me, a notary public in and for said County, personally appeared the above named _____, identified as the "Safety Service Director" herein, who acknowledges that he/she signed the within instrument as his/her free act and deed.

In Witness whereof, I have hereunto set my hand and official seal this _____, day of _____, 20____.

Notary Public

State of Ohio:

County of Mercer:

Before me, a notary public in and for said County, personally appeared the above named _____, identified as the "Fire Chief" herein, who acknowledges that he/she signed the within instrument as his/her free act and deed.

In Witness whereof, I have hereunto set my hand and official seal this _____, day of _____, 20____.

Notary Public