

WESTERN RESERVE JOINT FIRE DISTRICT TUITION ASSISTANCE AGREEMENT

This Tuition Assistance Agreement (“Agreement”) is made and entered into as of _____, by and between _____ (“Employee”) and _____ Joint Fire District (“District”).

Employee is currently an employee of the District. The Employee has voluntarily applied to be considered for admission into the following educational program:

[name of educational program and educational Provider].

Employer has agreed, on the terms set forth in this Agreement, to financially assist Employee in paying tuition for this educational program.

In exchange for employer’s financial assistance, employee agrees to reimburse Employer either through work (by remaining employed with Employer for a specific time period and on the terms set forth in this Agreement) or by repayment (if Employee leaves before completing agreed upon service to Employer as provided in this agreement).

In consideration of the mutual promises set forth in this Agreement, employer and Employee agree as follows:

1. **Tuition Assistance.** Employer shall pay directly to Educational Provider up to full tuition costs of the tuition for the educational program in which Employee has been accepted (the “Tuition Assistance”). This Tuition Assistance shall be paid as billed by Educational Provider for the program, and may include installment payments. Presently, the Tuition Assistance is estimated to be \$_____.

2. **Employee Obligation.** Employee agrees to participate in and pursue the educational program to the best of his or her ability and use all reasonable efforts to complete the program. Furthermore, employee agrees to fulfill obligations set by the District with respect to participation in Fire Department activities as outlined in the “Policies and Procedures” of the District throughout the length of this Agreement. In addition, employee shall fulfill the following obligations:

- A. Pre-approved 26 drills or 52 hours.
 - B. Attend no less than eighteen (18) hours of training per year.
 - C. Maintain fire and EMS continuing education and certification in the State of Ohio.
 - D. Respond to a minimum of twenty percent (20%) of fire and EMS calls within the District FF assigned station area on an annual basis.
- 3. Obligations Satisfied Three Years After Payment.** Employee will have no obligation to pay Employer for any payment made by the Employer towards tuition Assistance if, on the third annual anniversary of the completion of the class or course, employee has fulfilled his or her obligations set forth in paragraph 2 of this Agreement, has not voluntarily quit, or has not been terminated “for cause”.
- 4. Default.** In the event Employee voluntarily quits employment with Employer or Employer terminates Employee “for cause” less than 36 months after the completion of the course, Employee shall immediately pay, without demand, the full sum of the tuition assistance provided to the Employee.
- In addition, the employee agrees to reimburse the District for all training expenses or costs in the event that the Employee does not successfully obtain certification on any state certified firefighter, instructor, inspector or EMS course after three examination attempts. (The Employer only pays for the first exam cost).
- 5. Set-Off Against Final Paycheck.** To the extent allowed by law, Employer may deduct the amount of any tuition Repayment Obligation from any compensation due and owing to Employee at the time of separation from employment.
- 6. No Guarantee of Employment.** Nothing in this Agreement constitutes a commitment or guarantee on the part of Employer to provide employment to Employee for any specific period of time or duration.

- 7. Notices.** Any notice required or permitted to be given under this Agreement shall be in writing, and may be given by personal delivery, e-mail or by mail, first-class postage prepaid. Notice shall be deemed given upon actual receipt in the case of personal delivery or email, or within two (2) business days after mailing. Notices shall be sent to the addresses listed on the signature page of this Agreement.
- 8. No Waiver.** The waiver or failure of either party to exercise, in any respect, any right provided in this Agreement shall not be deemed a waiver of any other right or remedy to which the party may be entitled.
- 9. Entirety of Agreement; Amendments and Modifications Only In Writing.** The terms and conditions set forth herein constitute the entire agreement between the parties and supersede any communications or previous agreements with respect to the subject matter of this Agreement. There are no written or oral understandings directly or indirectly related to this Agreement that are not set forth herein. No change can be made to this Agreement other than in writing signed by both parties.
- 10. Attorneys' Fees.** If the Employer brings any legal action regarding the interpretation or enforcement of this Agreement, the Employer shall be entitled to recovery of its reasonable attorney fees from the Employee, in addition to any other relief that may be granted, if the Employer obtains a judgement against the Employee, receives a favorable interpretation of the Agreement, or enters into a settlement agreement with the Employee regarding this Agreement.
- 11. Severability.** If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.
- 12. Successors and Assigns.** This Agreement shall be binding on and shall insure to the benefit of the heirs, executors, administrators, successors, and assigns of Employer and Employee. Employer may assign any right or interest arising under this Agreement to any third party. This Agreement is not assignable by Employee.

13.Venue. The Employer and Employee agree that this Agreement was entered into in Beaver District, Mahoning County, State of Ohio, and that jurisdiction and venue shall lie in Mahoning County Court area No. 5 or in the Mahoning County common Pleas Court.

14.Choice of Law. This Agreement, will be interpreted pursuant to the laws of the State of Ohio.

15.Hardship Waiver. The Western Reserve Joint Fire District Board of Trustees may, in their sole discretion, waive any and all provisions of this Agreement in the event the employee can establish a “hardship” beyond his or her control that would make fulfilling one or more of the conditions in this Agreement impossible or impracticable.

This Agreement is executed between the Employer and Employee in accordance with the “payment for training” provision of the Western Reserve Joint Fire District’s Policies for Training and Education, paragraph _____.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

EMPLOYER

EMPLOYEE

By: _____
Name

By: _____
Name

Title: _____

Address: _____

Address: _____
