

Santaquin City Resolution 12-04-2015

A RESOLUTION APPROVING PARAMEDIC TRAINING EMPLOYMENT AGREEMENTS

WHEREAS, Santaquin City Fire and EMS Department, a department of the City, operates a Paramedic Ambulance service, wherein EMT's, Firefighters, and Paramedics work together as a team for the common good of the public; and

WHEREAS, Training of personnel is a constant need for the Department; and

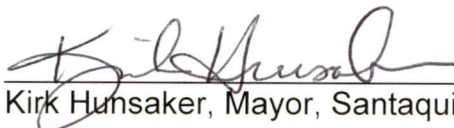
WHEREAS, Employees desire to participate in the Santaquin Fire & EMS program whereby approved EMT or EMT-Advanced employees may attend a paramedic training program, as a sponsored student of the Department, in accordance with the Santaquin City Employee Handbook 3.3.G and the Santaquin Fire/EMS Standard Operating Procedure (SOP) VII.; and

WHEREAS, Enrollment in and completion of the paramedic training program requires a significant cost to the City, and investment of time required by the Employee; and

WHEREAS, The Santaquin City Council desires to enter into employment agreements with those employees selected to participate in said program to support their paramedic training while also protecting the interests of Santaquin City by insuring a return on the investment made into said training;

NOW, THEREFORE, BE IT RESOLVED, that Santaquin City shall approve to form the attached Paramedic Student Contract for current and future approved candidates of the Santaquin City Paramedic Training Assistance Program. Furthermore, the Santaquin City Council authorizes the Mayor to enter into Paramedic Training Employment Agreements with Susan Farnsworth and Mike McDonald utilizing the attached agreement

Approved and adopted by the Santaquin City Council this **16th** day of **December, 2015**.


Kirk Hunsaker, Mayor, Santaquin City

Attest: 
Susan Farnsworth, City Recorder





Santaquin Fire & EMS: Paramedic Candidate Agreement

This Agreement is entered into this ____ day of _____, 2___, between the City of Santaquin, a fourth-class city and political subdivision of the state of Utah (“City”), and _____, a City employee working with the Santaquin City Fire and EMS Department (“Employee”).

RECITALS

WHEREAS, Santaquin City Fire and EMS Department (the Department), a department of the City, operates a Paramedic Ambulance service, wherein EMT’s, Firefighters, and Paramedics work together as a team for the common good of the public; and

WHEREAS, Training of personnel is a constant need for the Department; and

WHEREAS, Employee desires to participate in the Santaquin Fire & EMS program whereby approved EMT or EMT-Advanced employees may attend a paramedic training program, as a sponsored student of the Department, in accordance with the Santaquin City Employee Handbook 3.3.G and the Santaquin Fire/EMS Standard Operating Procedure (SOP) VII.; and

WHEREAS, Enrollment in and completion of the paramedic training program requires a significant cost to the City, and investment of time required by the Employee;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

A. **City Responsibilities.** City agrees to pay tuition, fees, and books (together “Program Costs”) in the amounts indicated below, for Employee’s enrollment in and completion of the state recognized paramedic program at _____, which is scheduled to begin on _____.

- (1) Tuition for enrollment, in an amount not to exceed \$ _____;
- (2) Fees associated with the program, in an amount not to exceed \$ _____; and
- (3) Books and Related course materials, in an amount not to exceed \$ _____.

B. **Employee Responsibilities** Employee agrees to:

- (1) Keep a three year promise of employment to the Department, beginning from the time of certification;
- (2) Finish the program and obtain certification;

- (3) Meet all program expectations;
- (4) Comply with all program rules and standards;
- (5) Fulfill all required hours for clinical rotations and ride-along shifts in the field;
and
- (6) Reimburse the City for all Program Costs in the event of any of the following:
 - (a) Withdrawal from the program, for any reason, prior to obtaining certification;
 - (b) Failure to certify in the program's permissible time-frame and/or attempts;
 - (c) Termination of City employment by Employee for any reason, or termination of Employee's employment by City for cause, prior to three years from receiving certification; or
 - (d) **Failure to cover a minimum of four on-call ambulance shifts per month with the Department during a paramedic training.** *In accordance with the Educational Assistance section of Employee Handbook: 3.3.H.4. Note: Section iii regarding 24-36 months-25%*

C. **Default.** Employee's failure to comply with any of the conditions set forth in paragraph B. herein, shall constitute a material breach of this Agreement and in addition to other remedies applicable to City employees, Employee shall reimburse the city for Program Costs using the following schedule:

- (1) From enrollment in the program to 12 Months after certification: 100% of Program Costs.
- (2) From 12 to 24 Months after certification: 50% of Program Costs.
- (3) From 24 to 36 Months after certification: 25% of Program Costs.

D. **Miscellaneous Provisions.**

- (1) The following terms shall also apply:
 - (a) Travel expenses, hotel accommodations, meals and other related expenses and arrangements will be the responsibility of Employee, not the Department/City.
 - (b) Any arrangements with Employee's other employer(s), or otherwise, are the responsibility of the Employee and should be done beforehand.
 - (c) The Department/City will not pay wages/salary for classroom attendance hours, study time, travel, clinical rotations, ride-along shifts, etc.
 - (d) Employee will not be eligible for per diem while away at clinical rotations or class.
 - (e) Following completion of the paramedic program and obtaining certification, Employee will be required to cover six on-call ambulance shifts per month, minimum, until the three year employment period set forth herein has been fulfilled.

- (2) **Consultation.** Each of the parties has read this Agreement and has had the opportunity to consult with legal counsel regarding the respective rights and responsibilities contained herein.
- (3) **Program Participation Separate from Employment.** Employee acknowledges and agrees that its participation in the paramedic program is separate from employment by the City and that the City shall not be responsible for any loss or damage to Employee or third parties resulting from any actions of Employee related to participation in, or travel in any way associated with, the paramedic program.
- (4) **Severability.** If any provision of this Agreement is declared by a Court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be severed from this Agreement and the other provisions shall remain in full force and effect.
- (5) **Entire Agreement.** This Agreement contains the entire agreement and understanding of the parties and may not be amended or modified, except by an agreement in writing signed by each of the parties.

MADE AND ENTERED INTO as of the day and year first above written.

SANTAQUIN CITY

Kirk F. Hunsaker, Mayor

ATTEST:

Susan B. Farnsworth, City Recorder

EMPLOYEE

(Signed Name)

(Printed Name)