

# **RUSSELL TOWNSHIP**

## **TUITION LOAN AGREEMENT**

This Tuition Loan Agreement ("Agreement") is made this 6th day of July, 2016 by and between the Board of Trustees of Russell Township, Geauga County, Ohio ("Township") and Andrew M. Wick ("Employee").

### **WITNESSETH:**

WHEREAS, Employee currently serves as a volunteer Firefighter/EMT with the Township's Fire and Rescue Department ("Department");

WHEREAS, Township and Employee may both benefit from education and/or training of Employee in job-related fields of study and/or instruction;

WHEREAS, Employee has applied for and has been accepted to attend a program of instruction at the Lakeland Community College entitled Paramedic Program ("Program");

WHEREAS, upon completion of the Program Employee can be tested to obtain a certification from the State of Ohio as a paramedic ("Certification");

WHEREAS, Township wishes to assist Employee in attending the Program and obtaining the Certification in order to increase the competency and efficiency of the Department.

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

1. Township will pay to the Lakeland Community College the sum of Three Thousand Seven Hundred Dollars (\$3700.00) (the "Sum") in order for Employee to attend the Program. The Sum will constitute a loan from Township to Employee. Employee agrees to repay the Sum to the Township subject to the following terms and conditions.

2. Township agrees to forgive and forego its rights to be repaid the Sum under the following circumstances:

- a. Employee must have completed the Program on or before July 31, 2017;  
and
- b. Employee must have received the Certification on or before July 31, 2018;  
and
- c. Upon receiving the Certification Employee has remained continuously in the employ of the Department until July 31, 2019.

3. Notwithstanding the foregoing, if Employee has satisfied the requirements under paragraphs 2.a. and 2.b., above, but his employment with the Department is terminated for any reason whatsoever, voluntarily or involuntarily, on or before the dates set forth below, then the amount to be repaid to the Township shall be as indicated below:

<i>If employment is terminated:</i>	<i>then the amount to be repaid is:</i>
On or before July 31, 2017	\$3,700.00
After July 31, 2017 but on or before July 31, 2018	\$2,466.67
After July 31, 2018 but on or before July 31, 2019	\$1,233.33

For purposes hereof, Employee shall be considered employed by the Department if he attends a minimum of Fifty percent (50%) of scheduled practices and Twenty percent (20%) of fire and rescue calls, as certified by the Department Fire Chief or reflected on the Department's Training Attendance and call sheet records. The Fire Chief of the Department will report on a semiannual basis the employment status of the Employee to the Board of Trustees.

4. Employee agrees to make a good faith effort to complete successfully the Program and to obtain the Certification for which purposes the Sum has been lent.

5. Nothing contained herein shall be considered an offer of employment nor shall it be considered an obligation of the Township to continue Employee's employment

6. This Agreement shall be governed and interpreted pursuant to the laws of the State of Ohio. All claims, actions or legal proceedings relating to the Agreement shall be commenced and adjudicated only in Geauga County, Ohio.

7. The Board reserves the right to waive reimbursement from Employee, such waiver to be at the sole discretion of the Board.

8. This Agreement contains the entire agreement between the parties hereto on the subject matter addressed herein and there are no understandings between the parties other than those specifically and expressly set forth in this Agreement. This Agreement shall not be amended or modified in any manner except upon written agreement between the parties.

9. The parties agree that the law of the State of Ohio shall control with regard to any and all disputes that may arise, and that any and all litigation undertaken or arising under this Agreement shall be presented in a court of competent jurisdiction of Geauga County, Ohio.

IN WITNESS WHEREOF, Township and Employee have executed this Agreement effective on the date above written.

*RUSSELL TOWNSHIP BOARD OF TRUSTEES*

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Justin Madden, Chairman

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James Mueller

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Gary G. Gabram

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Andrew M. Wick  
"Employee"