

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF RAPID CITY AND
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, 3959

WHEREAS, both of the above parties agree and understand the importance of providing emergency and medical service to the community and both parties understand the need for individuals who are trained, licensed and able to perform the duties as paramedics; and

WHEREAS, the initial education and training for employees to become paramedics is paid in full by the City of Rapid City; and from time to time employees trained in performing the duties of a paramedic may leave the employment of the City of Rapid City soon after receiving licensing and certification and thus, this MOU establishes the right of the City to be reimbursed for the training when said happens; and

WHEREAS, both parties agree that the following provisions of employee reimbursement are fair and reasonable and shall be enforced should an employee leave employment; no longer has the ability to perform the duties as a paramedic; or ceases to receive compensation from the City prior to completing five years of employment following the start of his paramedic educational process.

NOW THEREFORE BE IT RESOLVED, that the provisions of employee reimbursement are as follows:

1. The employee shall sign a personal agreement with the City of Rapid City to include:
 - a. The amount of the actual expense incurred by the City for training the individual employee for paramedic training, license/certification fees, and expenses related to field training;
 - b. A specific date of successful completion, passing and approval for licensing for the employee; and
 - c. An amount due to the City, should a particular phase of the certification process not be completed. This will include a timeline for payment based on the number of months worked since fulfilling the initial training and actual expenses incurred by the City.
 - d. In the event that it is determined the employee made a good faith effort to pass the course but fails such within the first year of course work, the employee shall only be responsible for one half of the total cost incurred thus far by the City.
2. The designated amount of the reimbursement shall be based on full months. There shall be no pro-ration of reimbursement based on resignation date.
3. The employee shall give a minimum of 30 days notice of resignation.

4. Payment will be due and payable on the date the employee's final check is issued through a payroll deduction, or if the amount to be reimbursed exceeds the payroll deduction that can be made, the employee must pay the City in full within 30 days of termination. Employees who no longer receive compensation from the City (such as someone who has requested a non-emergency leave of absence) must reimburse the City as noted above prior to their absence. Situations involving an emergency leave of absence will be evaluated on a case-by-case basis. In the event an employee is placed on Military Leave, the repayment schedule will stop and resume upon the employee's return to work.

5. Payment of the training expense shall be waived if termination of employment is for any of the following reasons: approval of disability retirement by the South Dakota Retirement System, or death.

LOCAL 3959, INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS

Bill Mitchell, President

CITY OF RAPID CITY
A Municipal Corporation

Jim Shaw, Mayor

ATTEST:

James F. Preston
Finance Officer

(SEAL)