

# Employee / Apprentice Tuition Payment Agreement

This Agreement is made as of Jun 28, 2019 , between Portsmouth Emergency Ambulance Service Inc (PEASI). and its employee/apprentice Mullins, Charlene whom is currently employed as a EMT - Apprentice with PEASI. For and in consideration of the provisions set forth below and the mutual covenants and promises herein contained, the receipt and adequacy of which are here by acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows.

1. PEASI agrees to pay, on behalf of the employee, expenses related to training of Emergency Medical Technician.
2. In consideration for any expenses paid by PEASI, the Employee agrees to use any training for which PEASI has paid for the benefit of PEASI only for 1 year. If the Employee, while employed by PEASI, provides services in direct or indirect competition with PEASI within a 25-mile radius of any PEASI station, whether by employment by a competitor, self-employment, or otherwise, he/she will pay the remaining balance as outlined in section 3 below. The Employee understands that this applies to any services in the car, ambulette, ambulance, emergency 911, mechanic, or billing services.
3. The table below illustrates the payment plan for an Employee whom may violate this contract. The Employees year starts from 06-28-2019 and will end on 2019-06-28.
4. Employee must remain in good standing throughout the term of this contract. Any employee not considered in good standing either by self-terminating employment or termination by other means would not be considered an employee in good standing.
5. All questions concerning the validity or meaning of this Agreement or relating to the rights and obligations of the Parties with respect to performance under this Agreement shall be construed and resolved under the laws of the State of Ohio
6. The parties to this Agreement hereby designate the courts of Scioto County, Ohio, as the courts of proper jurisdiction and venue for any actions or proceedings relating to this Agreement, consent to such designation, jurisdiction and venue, and waive any objections or defenses relating to jurisdiction or venue with respect to any action or proceedings initiated therein.
7. The intention of the Parties to this Agreement is to comply with all laws and public policies, and this Agreement shall be construed consistently with all such laws and public policies to the extent possible. In the event that any of the provisions of this Agreement shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall nevertheless continue to be valid and enforceable as though the invalid or unenforceable portions had not been included herein. In the event that any provisions of this Agreement relating to duration, territory, and/or scope of restriction, and/or related aspects, shall be held by a court of competent jurisdiction to exceed a maximum restrictiveness such court deems reasonable and enforceable, then the duration, territory, and/or scope of restriction, and/or related aspects deemed reasonable and enforceable by the court shall be construed to be the terms hereunder and be enforced.
8. No failure by any party to insist upon strict compliance with any term of this Agreement, exercise any option, enforce any right, or seek any remedy upon any default or any other party shall affect, or constitute a waiver of, the party's right to insist upon such strict compliance, exercise that option, enforce that right, or seek that remedy with respect to that default or any prior, contemporaneous, or subsequent default. No custom or practice of the parties at variance with any provision of this Agreement shall affect or constitute a waiver of any party's right to demand strict compliance with all provisions of this Agreement.
9. This document contains the entire agreement among the parties and supersedes any prior discussions, understandings, or agreements among them respecting the subject matter of this Agreement. No alterations, additions, or other changes to this Agreement shall be made or be binding unless made in writing and signed by all parties to this Agreement.

**Employees hired under the Portsmouth Ambulance Emergency Services Inc. (PEASI) scholarship program must adhere to the following additional policies and procedures.**

1. Apprentice program not to exceed the length of the EMS course (+) plus 60 calendar days.
2. Complete all accredited institution pre-enrollment process in a timely manner.
3. Attend all accredited institutions scheduled courses as outlined within the course syllabus.
  1. PEASI has the right to deem an absence unexcused if and when:
    1. The employee fails to provide documentation to substantiate an excused absence.
    2. Documentation provided is deemed to be inaccurate or false.
    3. Accredited institution disallows the excused absence.
    4. Employee has violated PEASI Attendance Policy.

5. Attend all PEASI study sessions as outlined in PEASI course Syllabus.
6. Maintain 83% GPA in accredited institutions course
7. Employee must follow all PEASI policies and procedures

**Failure to abide by this policy will result in immediate dismissal from the program and employment with PEASI.**

**IN WITNESS WHEREOF, THE PARTIES HERE TO HAVE EXECUTED THIS Agreement on the 28 day of Jun, 2019.**

Joshua Blevins Director of Education

Jun 28, 2019

Employer Representative Title

Date



Mullins, Charlene

Jun 28, 2019

Employee/Student Name

Date

