



VOLUNTEER RESCUE STUDENT
TUITION REIMBURSEMENT PROGRAM AGREEMENT

To be Completed by the Student:

I, (print name) _____, (hereinafter referred to as I, me, or student) taking into account the significant expenditure of state funds allocated for tuition reimbursement through the creation of the Volunteer Rescue Student Tuition Reimbursement Program by Act 2018-524 and appropriations issued from the Education Trust Fund by the Alabama State Legislature to become a licensed Emergency Medical Services Personnel (EMSP), do hereby promise to serve as a volunteer EMSP for a volunteer rescue squad or volunteer fire department in the State of Alabama for a period of not less than three consecutive years upon completion of the approved course of instruction, proof of passing the certification exam, and production of a valid EMSP license for the certification level for which reimbursement is sought from the Alabama Department of Public Health. Proof of service for each year of volunteer service must also be submitted to the State of Alabama via the Alabama Community College System, as well as, the appropriate association (either the Alabama Association of Rescue Squads (AARS) or the Alabama Association of Volunteer Fire Departments (AAVFD)).

I hereby grant permission for my data to be exchanged with the Alabama Community College System, participating educational institutions, and other education entities for the purpose of remitting tuition reimbursement and verifying outcomes, performance, and credentials related to postsecondary education and training or other services that are provided by this program.

I also understand that at the end of my training and successful certification, I may qualify for reimbursement of tuition costs (maximum of current in-state tuition rates) for my course work to become an EMSP at one of the institutions of the Alabama Community College System, the Alabama Fire College, or the University of South Alabama subject to the availability of funds. I understand that I must request disbursement of funds within two years of signing this Agreement. I further understand that reimbursement is dependent upon funding availability at the time of submission.

If I fail to meet the service requirements of this program for any reason other than extreme hardship prior to completion of the three-year term, I agree to reimburse the full cost of tuition received for my training plus interest at a rate of 8-percent. For the purposes of this Agreement “extreme hardship” is defined as:

EXTREME HARDSHIP – A PARTICIPANT SHALL NOT BE DEEMED TO HAVE BREACHED THE UNDERLYING AGREEMENT AND WILL AVOID LIABILITY IN THE FORM OF MONETARY DAMAGES TO THE STATE FOR THE IMMEDIATE REPAYMENT OF THE TOTAL TUITION AMOUNT REIMBURSED PLUS INTEREST AT THE RATE OF 8-PERCENT IF HE OR SHE MEETS ONE OF THE FOLLOWING DURING THE THREE-YEAR SERVICE REQUIREMENT:

1. PROOF OF DEATH OF APPLICANT

2. ONSET OF A PHYSICAL OR PSYCHOLOGICAL CONDITION AFTER COMPLETION OF THE EDUCATIONAL COMPONENT OF THE PROGRAM BUT BEFORE COMPLETION OF THE SERVICE COMPONENT. THE APPLICANT'S TREATING PHYSICIAN WHO IS LICENSED BY AND PRACTICING IN THE STATE OF ALABAMA, MUST VERIFY THAT SUCH A CONDITION EXISTS (NOT NECESSARY TO IDENTIFY THE CONDITION) AND IT HAS RESULTED IN LONG-TERM UNAVAILABILITY TO COMPLETE THE SERVICE REQUIREMENT DUE TO THE PHYSICAL AND/OR PSYCHOLOGICAL ABILITY OF THE APPLICANT.

I understand that I will also be responsible for paying any fees and expenses, including reasonable attorney's fees, incurred in connection with the collection of any amounts owed by me under this Agreement.

This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama without giving effect to any choice-or-conflicts-of-laws, provisions, or rules (whether of the State of Alabama or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Alabama.

It is further agreed that the term and commitments contained herein shall not constitute a debt of the State of Alabama in violation of Section 213 of the Constitution of Alabama of 1901, as amended by Amendment Number 26. If any provision of this Agreement shall contravene any statute or constitutional provision either now in effect or which may be enacted during the term of this Agreement, then the conflicting provision of this Agreement shall be deemed null and void. Contracting party understands, acknowledges, and agrees that its sole and exclusive remedy for any claim which may arise from or relate to this Agreement is to file a claim with the Board of Adjustment of the State of Alabama.

This Agreement constitutes the sole and entire agreement between me and the State of Alabama, pursuant to Act 2018-524, with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, negotiations, and agreements, both oral and written, with respect to such subject matter. In accordance with the recommendations of the Governor and the Attorney General of the State of Alabama, the State of Alabama, and student shall consider settling all disputes arising from or related to this Agreement by using appropriate forms of non-binding alternative dispute resolution.

In the event of proration or exhaustion of funds in the Education Trust Fund, from which payment under this Agreement is to be made, this Agreement may be subject to termination. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

Notwithstanding anything herein to the contrary, the Alabama Community College System may terminate this Agreement by providing fifteen (15) days' written notice to me, the student. Should I leave the educational program, this Agreement will become null and void and the



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educational institution in which I was enrolled will notify the Alabama Community College System accordingly.

It is understood that there is no entitlement to any state merit system benefits to anyone working under this Agreement.

I have attained the age of 19 being born on (mm/dd/yyyy): _____.

Student signature: _____

Signature Date: _____

To be completed by Student:

Remit to:

(If this is not completed by Student, reimbursements cannot be provided):

Full name (PRINT): _____

Mailing Address (PRINT): _____

City, State, Zip: _____

Phone Number: _____

Email* (PRINT): _____

**email provides an avenue for ACCS to contact participants for information/communication regarding reimbursement*

To be completed by EMS Education Program:

The student is enrolled in the EMT, Advanced EMT, and/or Paramedic certification program at the following institution:

Student College Identification Number: _____

Name of Institution (PRINT): _____

EMS Program Director (PRINT): _____

EMS Program Director Phone Number: _____