

**PARAMEDIC SCHOOL TUITION SUPPORT AGREEMENT BETWEEN MONTEREY  
COUNTY REGIONAL FIRE PROTECTION DISTRICT AND PARAMEDIC SCHOOL  
PARTICIPANT**

This Paramedic School Tuition Support Agreement (“Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 202\_, and is entered into by and between the Monterey County Regional Fire Protection District (“District”), and \_\_\_\_\_ (“Participant”). The District and Participant shall be referenced collectively as the “Parties” and individually as “Party.”

**I. RECITALS**

**WHEREAS**, the District provides fire, rescue, and Emergency Medical Services within the boundaries of the Fire District; and

**WHEREAS**, in order to staff such District it is necessary and desirable to retain the services of adequately trained persons to perform the functions and duties of paramedic-accredited Firefighters within the District; and

**WHEREAS**, the District is experiencing difficulties locating qualified paramedic-accredited candidates for the District’s Firefighter classification due to the high cost of paramedic school; and

**WHEREAS**, it is the desire of the District to mitigate the impact of such recruitment difficulties and to respond to such recruitment challenges by establishing the Paramedic School Support Program Policy (“Program”) to remove the substantial financial burden associated with attending paramedic school; and

**WHEREAS**, enrolling Participant in paramedic school, as detailed in the Program, involves substantial cost to the District; and

**WHEREAS**, after successful completion of paramedic school and obtaining National Registry certifications, the District intends to hire Participant as a Firefighter Paramedic; and

**WHEREAS**, the Parties agree that this Agreement is necessary to delineate circumstances that require reimbursement of such costs by Participant to the District.

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

**II. AGREEMENT**

**1. Recitals and Exhibits Incorporated.** The above-listed recitals are true and correct and are hereby incorporated into this Agreement. Exhibit “A,” to this Agreement is also hereby incorporated into this Agreement by this reference.

**2. Participant Acknowledgements.** Participant acknowledges that the District desires and intends to hire paramedic-accredited Firefighters who intend to remain with the District for at least three years following the candidate's Monterey County Accreditation.

**3. Participant is not an Employee.** Participant acknowledges that while Participant is attending paramedic school at \_\_\_\_\_ ("Paramedic School"), Participant is not a District employee and is not entitled to receive any salary or benefits. This Agreement facilitates the District's ability to pay Participant's paramedic school cost, as further detailed in the attached Schedule of Costs, which is attached to this Agreement ("Schedule of Costs") as Exhibit "A."

**4. Paramedic School Attendance.** Participant agrees to attend paramedic school at the Paramedic School for the duration of the 13-14 month paramedic program. Participant agrees to participate in the paramedic program in good faith and to apply the best possible effort and abilities to successfully complete the paramedic program.

**5. Paramedic School Proof of Admission.** No later than \_\_\_\_\_, Participant agrees to provide proof to District, of Participant's pre-registration and enrollment in the paramedic program at the Paramedic School for the approved course start date within 3 days of signing this Agreement.

**6. Paramedic School Cost.** During the Participant's attendance of paramedic school at the Paramedic School, District shall pay for attendance cost according to the amount in the Schedule of Costs.

**7. Paramedic Licensure.** Participant agrees to obtain National Registry paramedic licensure. If Participant fails to obtain the paramedic licensure and voluntarily leaves paramedic school; or if Participant is discharged from paramedic school by the Paramedic School due to inability to properly perform training exercises, Participant will be required to repay the District, as provided in section 9 below "Required Repayment." However, the District will adjust such repayment amount subject to any refund it receives from the Paramedic School.

**8. Employment with the District.** Upon successful completion of paramedic school and receiving paramedic licensure, the District will hire the Participant as a Firefighter Paramedic and provide the Participant with their official hire date for their new firefighter academy.

**9. Required Repayment.**

**a. Required Repayment Amount.** If Participant is required to repay the District under this Agreement, the repayment amount will be based upon the below schedule and the Schedule of Costs. To determine the amount of any required repayment, the District will use the pertinent percentage provided in the below schedule and multiply such percentage by the relevant raw number in the Schedule of Costs. The District will provide Participant with instructions as to the method of proper

payment. All payments made under this paragraph will be due no later than the first day of every month, unless otherwise approved in writing by the District.

Time period Repayment Requirement is Triggered under this Agreement	Required Reimbursement Percentage for Paramedic School Program
Effective Date of this Agreement until obtaining Paramedic Licensure under Paragraph 7 above.	100%
Effective Date of this Agreement until their Monterey County Accreditation.	100%
Twenty-fourth (24th) month after their Monterey County Accreditation.	100%
Twenty-five (25) months until the end of the thirty sixth (36th) month after their Monterey County Accreditation.	75%
Thirty-seven (37) months or more after their Monterey County Accreditation.	None

**b. Required Repayment Terms:** Participant may provide required repayment to the District by one lump sum payment, or Participant may select a repayment term of up to 60 months.

**10. Termination of Employment.** If the District does not hire Participant as a paramedic-accredited Firefighter or after hiring Participant, the District terminates Participant’s employment, or Participant voluntarily terminates employment, Participant may be required to reimburse District as provided in section 9 “Required Repayment.”

**a. Termination of Employment by District Requiring Repayment:**

- i. The Participant does not obtain Monterey County accreditation.
- ii. The Participant does not pass District probationary period.
- iii. Termination of Participant for violating the District’s Personnel Rules and Regulations, or any applicable District policy.

**b. Termination of Employment by Participant Requiring Repayment:**

- i. Participant fails to successfully complete paramedic school at the Paramedic School.
- ii. Participant fails to obtain paramedic licensure.
- iii. A change to the Participant’s background that would result in Participant’s disqualification from the Firefighter hiring process under District rules, including, but not limited to.

- a) Criminal record not disclosed.
    - b) Background information is withheld that would otherwise disqualify Participant from employment as a Firefighter.
  - iv. Participant fails to maintain minimum job qualifications for the position of Firefighter Paramedic.
  - v. The Participant exceeds 20 months for completion of paramedic school and obtaining National Registry certifications.
  - vi. The Participant does not obtain National Registry certification
  - vii. Participant does not accept District's job offer as a Firefighter Paramedic after successfully completing paramedic school.
  - viii. Participant voluntarily resigns from District employment.
- c. **Termination of Employment *not* Requiring Repayment:**
  - i. The District's hiring needs change before Participant obtains paramedic licensure;
  - ii. The District does not hire Participant due to a change in Participant's physical or mental health, and a determination is made that no reasonable accommodation is available for Participant;
  - iii. The District terminates Participant due to a change in Participant's physical or mental health, and a determination is made that no reasonable accommodation is available for Participant; or
  - iv. Participant is laid off from District employment.

**11. Agreement Acknowledgements.** Participant acknowledges that:

- a) Participant has had a minimum of three (3) days to examine this Agreement and that Participant has read all provisions of this Agreement and fully understands its content and meaning; and
- b) Participant acknowledges that failure to submit a signed Agreement within seven (7) days from receipt of the Agreement may jeopardize the Paramedic School start date with the Paramedic School.

**12. No prepayment penalty; no late fees; no interest:** Participant may repay the District the full owed amount, as calculated under section 9 "Repayment," at any time without any prepayment penalty. The District will not charge Participant interest or late payment fees. However, failure to make on-time payments amounts to a breach of this Agreement, and the District is entitled to take reasonable measures to enforce repayment under this Agreement, including initiating a civil action against Participant.

**13. Notices.** Any notices required or permitted by this Agreement shall be in writing and shall be personally served or shall be sufficiently given and deemed served upon the other party if sent by United States Postal Service, first-class postage prepaid, and addressed as follows:

TO DISTRICT: Human Resources Officer  
Monterey County Regional Fire Protection District  
19900 Portola Drive  
Salinas, CA 93908

TO PARTICIPANT: \_\_\_\_\_  
ADDRESS

**14. Governing Law and Venue.** This Agreement, and the rights and obligations of the Parties shall be governed by and construed in accordance with the laws of the State of California. The Parties also agree that, in the event of litigation, the venue shall be the state court located in Monterey County, California.

**15. Entire Agreement.** This Agreement is intended to be the final, complete, and exclusive statement of the terms between the Parties. This Agreement supersedes all other prior and contemporaneous agreements and statements, whether written or oral, express, or implied, pertaining in any manner to the Participant's participation in the Program, and it may not be contradicted by evidence of any prior or contemporaneous statements or agreements. To the extent that the practices, policies, or procedures of District, now or in the future, apply to Participant and are inconsistent with the terms of this Agreement, the provisions of this Agreement shall control.

**16. No Assignment.** The Participant may not assign or transfer any rights granted, or obligations assumed under this Agreement.

**17. Modification.** This Agreement cannot be changed or supplemented orally. It may be modified or superseded only by a written instrument executed by both Parties.

**18. Waiver.** Failure to exercise any right under this Agreement shall not constitute a waiver of such right.

**19. Interpretation.** This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any Party. By way of example and not in limitation, this Agreement shall not be construed in favor of the Party receiving a benefit nor against the Party responsible for any particular language in this Agreement. Captions are used for reference purposes only and should be ignored in the interpretation of the Agreement.

**20. Collection Costs.** Participant agrees that if it becomes necessary for the District to take action to enforce this Agreement, Participant shall pay all collection costs and expenses incurred by the District, including reasonable attorney's fees.

**21. Counterparts.** This Agreement may be executed in counterparts, all of which constitute an original.

**22. Severability.** If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

**IN WITNESS WHEREOF,** the Parties hereto acknowledge they have received, read, and understand the whole of this Agreement, executed on the date first above written, and shall abide by and enforce the terms and conditions herein, and that no representation, promise, or agreement not expressed in this Agreement has been made to induce the Parties to enter into it.

\_\_\_\_\_  
**Participant signature**

\_\_\_\_\_  
**Participant name**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Fire Chief's signature**

\_\_\_\_\_  
**Fire Chief's name**

\_\_\_\_\_  
**Date**