



Palm Beach Police & Fire Foundation

Academic Scholarship Agreement

This Academic Scholarship Agreement (the “Agreement”) is made on this ___ day of _____, 20___, by and between the Palm Beach Police & Fire Foundation, Inc. (the “Foundation”), a 501(c)(3) tax-exempt organization created under the laws of the State of Florida, and _____, the selected scholarship recipient (the “Recipient”).

I. **Purpose.** The purpose of this Agreement is to award financial assistance by means of an undergraduate or graduate academic scholarship for the benefit of the Recipient to enable them to pursue educational development and academic opportunities based upon a series of criteria and qualifications as part of the Foundation’s Academic Scholarship Program.

II. **Scholarship Award.** The Foundation hereby awards the Recipient the _____, a scholarship in the amount of \$ _____ (the “Scholarship Award”), to be used for the Recipient’s tuition and related authorized educational expenses pursuant to Section IX below. The specific terms and conditions of which are set forth in the Addendum, attached hereto and incorporated herein by reference.

III. **Initial Eligibility Requirements.** To be eligible to accept this Scholarship Award, the Recipient must be:

- a. A natural-born, adopted, or stepchild, residing for greater than fifty percent (50%) of the time with and receiving greater than fifty percent (50%) of the support from:
 - i. an active uniformed employee of the Town of Palm Beach Police or Fire Department (collectively, the “Department”), employed for at least two (2) years; or
 - ii. a civilian employee of the Department, employed for at least five (5) years; or
 - iii. a retired employee of the Department with at least twenty (20) years of service and retired by town rules following regular retirement and separation of employment requirements within the past five (5) years; and
- b. Twenty-six (26) or less years of age; and
- c. Accepted and enrolled as a full-time student at a college, university, trade school, or vocational school accredited by a recognized regional accreditation body.

IV. **Additional Eligibility Requirements.** Additional requirements specific to the Scholarship Award, as described in Section II, are set forth in the Addendum.

V. **Verification of Eligibility.** The Foundation reserves the right to request additional documentation or information at any time before or during the Scholarship Award period to verify the Recipient’s initial and continued eligibility for the Scholarship Award. Such documentation may

include, but is not limited to, proof of relationship to the qualifying Department employee, birth certificates or other identifying documentation, enrollment verification, official transcripts, and related academic or financial aid information. The Recipient agrees to promptly provide any such requested documentation or information.

VI. **Disbursement.** The Scholarship Award shall be paid directly to the accredited institution on the Recipient's behalf in accordance with the institution's established procedures for receiving scholarship funds. The Foundation may, at its discretion, disburse the Scholarship Award in installments over the course of the academic year/term.

VII. **Renewal.** Subject to the requirements specified herein and in the Addendum, the Scholarship Award shall be renewable for up to ____ academic years/terms, provided the Recipient:

- a. Continues to meet the Eligibility Requirements set forth in Sections III and IV;
- b. Submits proof of the need for renewal by the deadline established by the Foundation; and
- c. Promptly provides documentation of academic progress, such as official transcripts, at the end of each academic term.

VIII. **Award Period.** The Recipient shall be eligible for up to four (4) years of undergraduate Scholarship Awards or up to two (2) years of graduate or trade and vocational school Scholarship Awards. The Foundation may, in the sole discretion of the Palm Beach Police & Fire Foundation Scholarship Committee (the "Committee"), consider on a case-by-case basis additional awards for the Recipient.

IX. **Notification of Changes.** The Recipient shall be responsible for promptly notifying the Foundation in writing of any changes in enrollment status, contact information, relationship status with the qualifying Department employee, and any other information relevant to the Recipient's eligibility for the Scholarship Award.

X. **Use of Funds.** The Recipient shall use the funds of the Scholarship Award solely for eligible educational expenses, including tuition and related fees, coursebooks and related academic supplies, housing, and other expenses directly related to the Recipient's education, as approved in writing by the Foundation.

XI. **Return of Unused Funds.** The Recipient agrees to be responsible for the prompt return of any unused balance of the Scholarship Award to the Foundation within thirty (30) days of the end of the academic year. Additionally, if the Recipient receives a grade of "Withdrawal" or "Incomplete" in any course, the Recipient shall be responsible for returning the portion of the Scholarship Award used for that course to the Foundation within ten (10) days of the grade being issued. If the Recipient is under the age of 18 or is otherwise financially unable to provide such a return, a legal guardian of the Recipient, including but not limited to the Department employee, shall be jointly and severally liable for returning the balance to the Foundation.

XII. **Non-Discrimination.** The Foundation administers its Academic Scholarship Program without discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity,

national origin, age, disability, genetic information, or any other characteristic protected by applicable law.

XIII. **Compliance with Applicable Laws.** Both parties agree to comply with all applicable federal, state, and local laws, regulations, and ordinances in connection with this Agreement and the Academic Scholarship Program.

XIV. **Termination by the Foundation.** The Foundation reserves the right to terminate this agreement and the Scholarship Award at any time if the Recipient: fails to maintain the requirements set forth herein and in the Addendum; fails to maintain full-time enrollment status at the institution, unless otherwise approved in writing by the Foundation; provides false or misleading information to the Foundation at any time before or during the Scholarship Award period; uses the Scholarship Award in violation of the permitted uses set forth in Section X; engages in conduct that, in the Foundation's sole discretion, reflects negatively upon the reputation or mission of the Foundation; or otherwise violates any term or condition of this Agreement.

XV. **Termination by the Recipient.** The Recipient may terminate this Agreement at any time by providing written notice to the Foundation. In the event of such a termination, the Recipient shall not be eligible for future disbursements of the Scholarship Award, and the Foundation may, at its discretion, require the repayment of all or a portion of the funds already disbursed.

XVI. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without giving effect to any choice of law or conflict of law provisions.

XVII. **Entire Agreement.** This Agreement, including all exhibits and attachments hereto, constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written.

XVIII. **Amendments.** This Agreement may be amended or modified only by a written instrument executed by both parties.

XIX. **Severability.** If any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Academic Scholarship Agreement as of the Effective Date.

Student Recipient

Date

If the Recipient is under the age of 18 years:

Parent or Legal Guardian of Student Recipient

Date

PALM BEACH POLICE & FIRE FOUNDATION, INC.

By: _____
Rebecca Godwin, *President*.

Date

ADDENDUM

The Palm Beach Police & Fire Foundation Scholarship Award

The **Palm Beach Police & Fire Foundation Scholarship Award** is available to all students who meet the minimum qualifications below and are enrolled in a two (2) or four (4) year academic program. Students who initially select a two-year program of sixty (60) credits may transfer to a college or university and continue their education for two (2) additional years.

I. Amount.

- a. Four-Year Program. This Scholarship Award awards Seven Thousand U.S. Dollars (\$7,000.00) per academic year for Florida State colleges and universities, out-of-state colleges and universities, and community colleges.
- b. Two-Year Program. This Scholarship Award for trade schools and vocational-technical schools will be covered at exact cost, with a maximum of Ten Thousand U.S. Dollars (\$10,000.00) per academic year. The Recipient shall be required to submit a copy of the program cost and expenses to receive funds.

II. Additional Eligibility Requirements. To be eligible to accept the Scholarship Award and to renew the Scholarship Award each year, the Recipient must:

- a. Demonstrate evidence of academic performance and likely success in the Recipient's enrolled academic program with a record of preparatory coursework and extracurricular activities; and
- b. At all times, maintain a minimum grade point average ("GPA") of 2.0 each semester; and
- c. Provide a transcript of all grades to the Palm Beach Police & Fire Foundation Scholarship Committee (the "Committee") each year with their renewal application; and
- d. Provide a birth certificate or proof of legal adoption; and
- e. Provide documentation from their school to the Committee indicating enrollment within thirty (30) days from the beginning of each term/semester. If the Recipient discontinues enrollment after the monetary awards have been made, the Recipient must notify the Committee in writing within thirty (30) days and return any unused money within ninety (90) days.

ADDENDUM

The Brian P. Burns Educational Scholarship Award

The **Brian P. Burns Educational Scholarship Award** is available to all undergraduate and graduate students who meet the minimum qualifications below and are enrolled in a two (2) or four (4) year academic program. Students who initially select a two-year program of sixty (60) credits may transfer to a college or university and continue their education for two (2) additional years.

- I. **Amount.** This Scholarship Award shall award the Recipient an amount of Three Thousand U.S. Dollars (\$3,000.00) per academic year for both undergraduate and graduate enrollment at Florida State or out-of-state colleges and universities.

- II. **Additional Eligibility Requirements.** To be eligible to accept this Scholarship Award and to renew this Scholarship Award each year, the Recipient must:
 - a. Demonstrate evidence of academic performance and likely success in the Recipient's enrolled academic program with a record of preparatory coursework and extracurricular activities; and
 - b. At the end of each school year, maintain a minimum grade point average ("GPA") of 3.0 for undergraduate students and a minimum GPA of 3.2 for graduate students; and
 - c. Provide a transcript of all grades to the Palm Beach Police & Fire Foundation Scholarship Committee (the "Committee") each year with their renewal application; and
 - d. Provide a birth certificate or proof of legal adoption; and
 - e. Provide documentation from their school to the Committee indicating enrollment within thirty (30) days from the beginning of each term/semester. If the Recipient discontinues enrollment after the monetary awards have been made, the Recipient must notify the Committee in writing within thirty (30) days and return any unused money within ninety (90) days; and
 - f. If graduating in 2026 or later, participate in and complete the College Admissions Group Counseling course.

III. **Receipt of Award.** The Recipient may receive this Scholarship Award per academic year in addition to the Palm Beach Police & Fire Foundation Scholarship Award and the William I. Koch Scholarship Award.

ADDENDUM

The William I. Koch Scholarship Award

The **William I. Koch Scholarship Award** is available for advanced degree graduate programs only and is intended to follow the successful completion of an undergraduate academic program. Advanced programs include master's, doctorate, and other specialty graduate degrees.

- I. **Amount.** This Scholarship Award shall award the Recipient an amount of Six Thousand U.S. Dollars (\$6,000.00) per academic year for graduate enrollment at Florida State or out-of-state colleges and universities.
- II. **Additional Eligibility Requirements.** To be eligible to accept this Scholarship Award and to renew the Scholarship Award each year, the Recipient must:
 - a. Demonstrate evidence of academic performance and likely success in the Recipient's enrolled academic program with a record of preparatory coursework and extracurricular activities; and
 - b. Provide evidence of successful completion of (1) an undergraduate program with a minimum grade point average ("GPA") of 3.2, (2) postgraduate entrance examinations, if any; and
 - c. Provide acceptance into a master's, doctoral, or other specialty degree program; and
 - d. At the end of each school year, maintain a minimum GPA of 3.2; and
 - e. Provide a transcript of all grades to the Palm Beach Police & Fire Foundation Scholarship Committee (the "Committee") each year with their renewal application; and
 - f. Provide a birth certificate or proof of legal adoption; and
 - g. Provide documentation from their school to the Committee indicating enrollment within thirty (30) days from the beginning of each term/semester. If the Recipient discontinues enrollment after the monetary awards have been made, the Recipient must notify the Committee in writing within thirty (30) days and return any unused money within ninety (90) days; and

III. **Receipt of Award.** The Recipient may receive this Scholarship Award per academic year in addition to the Brian P. Burns Educational Scholarship Award.