FIRST RESPONDER RECRUITMENT AND RETENTION ACT
TUITION WAIVER AGREEMENT

This Tuition Waiver Agreement is entered into on the Effective Date by the undersigned Tuition Waiver Recipient. The terms in this Agreement not specifically defined herein shall have the definitions and meanings provided in the Act.

Tuition Waiver Recipient:			
	(Printed Name)	(Signature)	(Date)
Parent / Guardian:			
(If Recipient under 18)	(Printed Name)	(Signature)	(Date)
Institution:	Southeast Community College Area		
Effective Date:			

WHEREAS, the First Responder Recruitment and Retention Act, codified in Neb. Rev. Stat. §§ 85-2601 to 85-2606 (hereinafter the Act), authorizes the above identified Institution to provide a tuition credit of up to full tuition charges after subtracting other scholarships and grants (the "tuition waiver") to legal dependents of law enforcement officers and professional firefighters or firefighter-paramedics;

WHEREAS, the Institution has determined that the Tuition Waiver Recipient is eligible for a tuition waiver at the Institution for the 2023-2024 academic year (fall, spring, and summer terms, as applicable);

WHEREAS, the Act requires the Tuition Waiver Recipient to enter into an agreement with the Institution pursuant to the following terms.

NOW, THEREFORE, as a condition precedent to receiving the tuition waiver funds, the Tuition Waiver Recipient agrees to the following terms and conditions:

A. Certifications and Responsibilities of the Tuition Waiver Recipient

1. **Certification.** The Tuition Waiver Recipient, and Parent/Guardian if applicable, certifies and represents under penalty of perjury, that the information submitted with this Agreement is correct and accurate, and that the Tuition Waiver Recipient is a legal dependent of a qualifying law enforcement officer or professional firefighter or firefighter paramedic as defined under Neb. Rev. Stat. §§ 85-2603 and 85-2603.01. Tuition Waiver Recipient further understands that the foregoing certification and representation is a material term of this Agreement and if the foregoing is determined to be false or inaccurate, will be a breach of this Agreement.

2. **Residency and Filing Obligations**. The Tuition Waiver Recipient**,** pursuant to Neb. Rev. Stat. § 85-2605, understand and agree that the Tuition Waiver Recipient will:

   a. Reside within the State of Nebraska for a period of five (5) years following the use of the tuition waiver;

   b. File a tax return with the Nebraska Department of Revenue to document that the Tuition Waiver Recipient still resides in the State of Nebraska for each year during the five (5) year period following use of the tuition waiver;

3. **Consequences**. If the Tuition Waiver Recipient fails to annually file a tax return to prove residency in the State of Nebraska for the five (5) year period following the use of the tuition waiver or fail to remain a resident of the State of Nebraska for the five (5) year period following the use of the tuition waiver, the Tuition Waiver Recipient agrees to repay the Institution the amount of tuition that was waived by the Institution.

4. **Effect of Death or Disability**. Any and all residency, filing, or payment obligation incurred by Tuition Waiver Recipient under the Act is canceled in the event of Tuition Waiver Recipient's total and permanent disability or death.

B. Additional Terms

1. **Termination**. The Institution will cease applying or may revoke the tuition waiver immediately if the Tuition Waiver Recipient:

   a. Provided or provides false information to the Institution during the application, contract process, or

during the course of the Tuition Waiver Recipient's studies at the Institution;

b. Is determined to not be a legal dependent of a qualifying law enforcement officer or professional firefighter or firefighter paramedic;

c. Is dismissed or expelled from the Institution, or ceases attendance;

d. Moves out of the State of Nebraska, or the parent or guardian First Responder fails to maintain satisfactory performance with such law enforcement agency or fire department or moves out of the State of Nebraska or is otherwise ineligible under the Act to receive the tuition waiver;

e. Applies for or receives a tuition waiver for more than five (5) years;

f. Upon death or incapacitation of the Tuition Waiver Recipient; or

g. If there are extraordinary changes to the laws of the State of Nebraska, including the Act, or changes to federal law that prohibit continued offering of the tuition waiver.

2. **Term**. This Agreement will be in effect for five (5) years after the completion of the last semester Tuition Waiver Recipient received a tuition waiver.

3. **Choice of Law and Venue**. This Agreement shall be governed as to validity, interpretation, construction, effect, and in all other respects by the laws and decisions of the State of Nebraska. Exclusive venue for any action to enforce the rights and responsibilities of either party under this Agreement shall be in the courts located in the Nebraska county where Institution's primary administration office is located. By this Agreement, Tuition Waiver Recipient waives personal jurisdiction and consents to the exclusive venue described herein.

4. **Waiver**. A waiver of any term or provision of this Agreement by the Institution shall not be deemed to be a waiver of such provision on any subsequent breach of the same or any other provision contained in this Agreement. Any such waiver must be in writing to be effective, and no such waiver or waivers shall serve to establish a course of performance between the parties contradictory to the terms hereof.

5. **Release**. Tuition Waiver Recipient agrees and consents to allow Institution to disclose and share any information, documents and/or records about Tuition Waiver Recipient with any other Nebraska public higher education institution and the Nebraska Department of Revenue, including but not limited to this Agreement and Tuition Waiver Recipient's receipt of tuition waivers from this Institution. Tuition Waiver Recipient further agrees and consents to allow any other Nebraska public higher education institution and the Nebraska Department of Revenue to share any information, documents and/or records about Tuition Waiver Recipient with this Institution, including but not limited to any other tuition waiver agreements by Tuition Waiver Recipient, Tuition Waiver Recipient's receipt of other tuition waivers with other higher education institutions in the state, Tuition Waiver Recipient's coursework status, Tuition Waiver Recipient's residency status, and Tuition Waiver Recipient's tax return status, without regard to any state or federal privacy laws.

6. **Amendments**. This Agreement may be modified at any time with or without notice to the Tuition Waiver Receipt in response to changes in Nebraska or federal law that require amendments to this Agreement. The Institution will use its best efforts to notify Tuition Waiver Receipt within ten (10) business days of such amendment using the typical means of communication the Institution uses to communicate with students.