

SPONSORSHIP AGREEMENT

NURSING SERVICE SCHOLARSHIP PROGRAM

THIS AGREEMENT entered into this _____ day _____, 200__ by and between _____, (hereinafter referred to as "Sponsor"), and _____, (hereinafter referred to as the "Student").
(Name of Facility)
(Name of Nursing Student)

WHEREAS, Student and Sponsor acknowledge that the only two parties to this agreement are the parties named herein, but that a related and independent agreement between Student and the Kansas Board of Regents exists, which imposes obligations in addition to those assumed in this agreement; and

WHEREAS, Student desires to enroll in and pursue a course of instruction leading to licensure in Kansas as a Registered Nurse or a Licensed Practical Nurse; and

WHEREAS, the Sponsor has agreed to serve as the sponsor of the Student in accordance with the requirements of the Nursing Service Scholarship Program adopted by the Kansas Legislature, cited as K.S.A. 74-3291 *et. seq.* and the applicable rules and regulations cited as K.A.R. 88-20-1 *et. seq.*; and

WHEREAS, the Student desires to secure the sponsorship of the Sponsor and to participate in the Nursing Service Scholarship Program.

NOW THEREFORE, in consideration of the above premises and the individual and mutual promises of the parties hereinafter set forth, and for other good and valuable consideration it is hereby agreed by and between the parties hereto:

1. Sponsor Support. The Sponsor will sponsor the Student in the Nursing Service Scholarship Program (hereinafter referred to as the "Program") by providing the scholarship amount established under the provisions of the Program. Such amount will be paid to the Executive Officer of the Board of Regents for deposit in the Nursing Service Scholarship Program Fund in accordance with the provisions of the Program at such times and in such amounts as may be specified by the Executive Officer.

2. Student Obligations. Student does hereby agree to enroll in and diligently pursue a course of instruction leading to licensure as: (check one)
_____ a Registered Nursing (RN)
_____ a Licensed Practical Nurse (LPN)

at _____, Upon completion of such course of
(Name of College or other School of Nursing)
instruction, Student will promptly apply for and use all best efforts to successfully complete the required examination for licensure under the laws of the State of Kansas as an RN or LPN. Upon licensure, if the Student is qualified, Student will enter into the employment of the Sponsor and serve as an employee working as an RN or LPN. The Student will continue to serve as an employee in such capacity until the Student has satisfied the obligation for service required under the Program and this Agreement. Such Student shall commence the full time or the equivalent to full-time practice, as specified by the rules and regulations of the Kansas Board of Regents, as an employee of the Sponsor within six (6) months after registration with the State Board of Nursing and shall continue such practice for the required period, Which is one year of service for each academic year (or part of a year) of sponsorship. A scholarship recipient may petition the Executive Officer of the Board staff for a transfer of the sponsorship that may be granted if the original sponsor agrees, and if the scholarship recipient finds a sponsor who will accept the transferred recipient under substantially similar terms and conditions. No sponsorship shall be transferred unless it provides for service in a rural area, except for sponsorships transferred because of a family exigency. Transfer agreements are not effective until approved by the Executive Officer of the Board staff.

3. Repayment Obligations. In the event the Student fails to satisfy the obligation imposed under the Program and under the provisions of this Agreement, the Student shall pay to Sponsor all monies paid by Sponsor in addition to interest which is equivalent to the interest rate applicable to loans made under the federal PLUS program at the time such person first entered into an agreement plus five percentage points per annum from the date the sponsor check was sent to the Kansas Board of Regents. Installment payments, if any, are to be negotiated with the Sponsor at the time it is determined the Student has failed to satisfy the Student's obligations under this Agreement.

4. Delay in Obligation Performance. The service obligation imposed upon the Student under the terms of the Program and this Agreement may be postponed:

- (a) During any required period of active military service;
- (b) During any period of service as a part of the Volunteers and Service to America (VISTA);
- (c) During any period of service in the Peace Corps;
- (d) During any period of service commitment to the United States Public Health Service;
- (e) During any period of religious missionary work conducted by an organization exempt from taxes under subsection (c) of Section 501 of the Internal Revenue Code of 1986 in effect on January 1, 1989;
- (f) During any period of temporary medical disability during which the person obligated is unable because of such medical disability to practice professional nursing; or
- (g) During any period of time a person obligated is enrolled and actively engaged on a full time basis in a course of study leading to a degree in the field of nursing which is higher than that attained formerly by the person obligated.
- (h) During the period of time the person obligated remains on FMLA leave. An obligation under any agreement entered into as provided in the nursing service scholarship program shall be postponed under clause
- (i) During the period of time the state board of regents determines that the special circumstances exist. The state board of regents shall adopt rules and regulations prescribing criteria or guidelines for determination of the existence of special circumstances.

Provided, however, that except with respect to Paragraphs 4(f), (h) & (i), the postponement of the performance of the obligations required under this Agreement may not be extended for a period of more than five (5) years from the time the service obligation was to commence under the provisions of this Agreement. Provided further that no postponement in the service obligation shall be effective unless the postponement is applied for in writing by the Student and approved in writing by the Sponsor.

5. Termination of Obligation. The service and repayment obligations of the Student to the Sponsor under this Agreement may be terminated under the following circumstances:

- (a) Completion of the service obligation under the Nursing Student Scholarship Program.
- (b) Death of the Student or former Student.
- (c) Onset of permanent physical disability of the Student that renders the Student unable to satisfy the obligation.
- (d) Student fails to satisfy graduation requirements of the School of Nursing despite making the best effort to do so. Best effort is determined by the Director (or equivalent) of the respective School of Nursing.
- (e) Student fails to satisfy all requirements for a permanent license to practice nursing in Kansas or is subsequently denied the license, after three consecutive attempts, despite best efforts on behalf of the student to procure licensure.
- (f) The Sponsor cannot or will not employ the Student due to the Sponsor's bankruptcy, loss of licensure or certification, or failure of Sponsor operations.
- (g) The student does not meet mandatory or minimum requirements for employment and is not hired by the sponsor.

6. Notices. All notices which are required or may be given pursuant to the terms of this Agreement shall be in writing and shall be sufficient in all respects if given in writing and delivered

personally or by registered or certified mail, postage prepaid, as follows:

Mail or deliver Sponsor notices to:

Mail or deliver Student notices to:

7. Waiver of Breach. The waiver by either party hereto of a breach of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach by either party.

8. Invalid Provision. The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

9. Choice of Law. This Agreement shall be governed by the laws of the State of Kansas.

10. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties hereto.

11. Paragraph Headings. The paragraph headings contained in this Agreement are for convenience only, and shall not be considered in construing or in interpreting any of the provisions hereof.

12. Acceleration Upon Default. Students failure to commence service and, in the alternative, failure to repay, failure to begin agreed upon installments to repay sponsor, or default after commencement of repayment by installment shall cause all amounts owed to be immediately due and payable; and the liability for any and all costs incurred by the sponsor in recovering all monies owed sponsor. Default shall be declared by sponsor.

13. Integration. This written agreement constitutes the entire and complete agreement between the parties.

IN WITNESS WHEREOF, the Sponsor has caused this Agreement to be executed by its duly authorized officers and Student has executed this Agreement as of the day and year first above written.

(NAME AND SIGNATURE OF POINT OF CONTACT)

(SIGNATURE OF NURSING STUDENT)

By: _____

"Sponsor" Signature

"Student" Signature