

KANSAS PROMISE SCHOLARSHIP AGREEMENT

This Scholarship Agreement (“Agreement”) is dated as of the date last stated below (the “Scholarship Date”) and is between the Student Scholarship Recipient named below (“Recipient”) and _____ (“the Institution”). This Agreement is authorized by and implements the Kansas Promise Scholarship Act, 2021 House Bill No. 2064, and amendments thereto (“Act”) and is a service scholarship agreement with a service component, requiring Recipient to live and work in Kansas for a period of two consecutive years as required by the Act (the “Service Component” as further defined herein).

Background

WHEREAS, the Institution is authorized by Section 6 of the Act to provide a scholarship to eligible students in exchange for Recipient’s agreement to complete the Service Component, which requires the Recipient to:

1. Engage in study and complete a Promise Eligible Program within thirty (30) months of the date the scholarship is first awarded **AND**,
2. Within six months after completing the Program:
 - a. Reside in and commence work in the State of Kansas for at least two consecutive years, **OR**
 - b. Enroll in a Kansas postsecondary institution and upon graduation or failure to re-enroll reside in and commence work in Kansas for at least two consecutive years, **OR**
 - c. Commence service as a military servicemember, as defined in K.S.A. 2020 Supp. 48-3406, and amendments thereto; and

WHEREAS, Recipient has been determined eligible by the Institution, based on information provided by Recipient and relied on by Institution, to receive the Kansas Promise Scholarship in accordance with the provisions of the Kansas Promise Scholarship Act; and

WHEREAS, Recipient desires to accept the Kansas Promise Scholarship and agrees to repay any funds received upon the terms set out herein if Recipient fails to meet the requirements of the Scholarship as set out in the Act and this Agreement.

In consideration of the foregoing, Institution and Recipient, intending to be mutually bound, hereby agree as follows:

A. SCHOLARSHIP RECIPIENT INFORMATION

1. **Full Legal Name (First, Middle, Last):** _____
2. **Date of Birth:** _____

3. **Email Address:** _____

4. **Mailing Address:** _____

5. **Phone Number:** _____

B. CONDITIONS OF SCHOLARSHIP

1. Recipient, having been determined by the Institution, based on information provided by the student, to be eligible for the Kansas Promise Scholarship in accordance with the Kansas Promise Scholarship Act, agrees that as a condition of receiving the Scholarship, Recipient shall do all of the following:
 - a. Enroll as a full-time or part-time student with no less than 6 credit hours per semester in a Promise Eligible Program at the Institution and complete Recipient’s Promise Eligible Program of study within 30 months of award of the Kansas Promise Scholarship;
 - b. Maintain satisfactory academic progress toward completion of the Promise Eligible Program, as determined by the Institution’s policies;
 - c. Complete the Service Component or otherwise receive a Good Cause Determination, as defined in Section C., from the Kansas Board of Regents (Board); **AND**
 - d. Maintain records and make annual reports to the Institution while enrolled at the Institution and to the Kansas Board of Regents, on such forms and in such manner as required by the Board, documenting satisfaction of the Recipient’s obligations under the Kansas Promise Scholarship Act, as provided in Section E.

2. Recipient agrees and understands that Recipient shall remain qualified to receive additional Scholarship disbursements only for a period not to exceed 30 months, or the number of semesters required to complete the Promise Eligible Program, whichever is less, unless the Institution determines that Recipient is disqualified for failure to meet any or all of the requirements imposed under the provisions of the Kansas Promise Scholarship Act. Recipient further understands and agrees that multiple disbursements may be made to or on behalf of the Recipient under this Scholarship Program, and Recipient understands that Recipient may cancel or reduce such Scholarship amounts by not accepting and/or by returning all or a portion of any disbursement. To receive additional Promise Scholarship disbursements after the first year of receiving the Kansas Promise Scholarship, the Recipient must complete and submit to the Institution a Kansas Promise Scholarship Renewal Application and meet all other eligibility requirements at the time of the renewal application.

C. SATISFACTION OF SCHOLARSHIP TERMS, CONDITIONS AND REQUIREMENTS

Recipient understands and agrees that Recipient will have satisfied the terms, conditions, and requirements of the Kansas Promise Scholarship Program and will not be required to repay the Scholarship if the Recipient:

1. Completes the requirements of this Agreement as set out in Section B., including the Service Component; **OR**
2. Fails to satisfy the conditions of the Kansas Promise Scholarship Program for Good Cause, which may be established following a “Good Cause Determination” by the Kansas Board of Regents that Recipient is unable to
 - a. satisfy the requirements of the Kansas Promise Scholarship Program or this Agreement after making the “best possible effort” to do so; **OR**
 - b. satisfy the following requirements after making the “best possible effort” to do so:
 - i. reside in and obtain employment in Kansas within 6 months of either
 1. completing the Kansas Promise Scholarship Program; or
 2. graduating from or failing to re-enroll as a full-time or part-time student in any Kansas public or private postsecondary educational institution;
 - ii. continue to reside and be employed in Kansas for two consecutive years; **OR**
 - c. satisfy the requirements of the Kansas Promise Scholarship Program or this Agreement due to disability or death of the Recipient.

D. REPAYMENT OF SCHOLARSHIP UPON FAILURE TO SATISFY SCHOLARSHIP TERMS, CONDITIONS, AND REQUIREMENTS

Recipient understands and agrees that if Recipient does not satisfy all the terms of the Act as set out in Section B. of this Agreement, all of the following are required:

1. Recipient must repay the Scholarship plus interest. Repayment of all funds disbursed to or on behalf of the Recipient under this Scholarship Program plus accrued interest shall be due and owing immediately upon failure to satisfy the Scholarship terms, conditions, and requirements. Repayment shall be made to **Kansas Board of Regents, 1000 SW Jackson, Suite 520, Topeka, KS 66612-1368. All payments should be mailed to this address with an attention subject line of Kansas Promise Scholarship Repayment and in addition to the repayment the following information shall be included: the Recipient’s full legal name, the Institution attended, and the dates of attendance.**

2. Accrued Interest shall be calculated from the date of the failure to satisfy the Scholarship terms, conditions, and requirements at a rate that is equivalent to the interest rate applicable to loans made under the federal PLUS program at the time Recipient first entered into a Kansas Promise Scholarship Agreement.
3. Repayment may be made in annual installment payments in such amounts as are determined by the Kansas Board of Regents.
4. Payments owed under this Agreement and pursuant to the Act shall commence within 180 days of failure to comply with the Kansas Promise Scholarship requirements, and be completed within five years following the date of the act or circumstance that causes the Recipient to fail to remain eligible and qualified or to satisfy the obligations of this Agreement.
5. If an installment payment becomes 91 days overdue from any date an installment was due, the entire amount outstanding shall become immediately due and payable, including all interest and other costs without further notice or opportunity to cure.
6. The total repayment obligation imposed under this Agreement may be satisfied at any time by making a single lump sum payment equal to the total of (1) the entire amount to be repaid under this Agreement upon failure to satisfy the obligations under this Agreement, plus (2) all amounts of interest thereon at the rate prescribed by the Act as of the date of payment.
7. *Postponement:* Except as otherwise specified in the Agreement, Recipient's repayment obligation under this Agreement shall be postponed by the Kansas Board of Regents during any period when Recipient is: (1) serving as a part of Volunteers in Service to America (VISTA); (2) serving in the Peace Corps; (3) in a service commitment to the United States public health service; (4) performing religious missionary work conducted by an organization exempt from tax under section 501(c)(3) of the federal internal revenue code; (5) determined to be unable to commence or continue performance in satisfaction of the obligation because of temporary medical disability; (6) on job-protected leave under the Family and Medical Leave Act of 1993 (FMLA); (7) unable to commence or continue performance in satisfaction of the obligation because of special circumstances, as determined by the Kansas Board of Regents; or (8) is continuously enrolled as a full-time or part-time student at a Kansas postsecondary educational institution if first enrollment was within six months after successfully completing the Promise Eligible Program for which the Scholarship was received. Except for clauses (5), (6) and (7), Recipient's obligation under this Agreement shall not be postponed more than five years from the time performance of the obligation was to have been commenced under the Agreement. An obligation under any agreement entered into in accordance with the program shall be postponed under clause (5) during the period of time the medical disability exists. An obligation under any agreement entered into in accordance with the program shall be postponed under clause (6) during the period of time the person obligated remains on FMLA leave. An obligation to commence or continue performance in satisfaction of the obligation in accordance with an Agreement under the Kansas Promise Scholarship program shall be

postponed under clause (7) during the period of time the Kansas Board of Regents determines that the special circumstances exist. **The Recipient must request any postponement in writing submitted to the Kansas Board of Regents.** The request shall be mailed to the Kansas Board of Regents at 1000 SW Jackson, Suite 520, Topeka, KS 66612-1368, with the attention subject line being: Postpose Repayment of Kansas Promise Scholarship. All correspondence shall include Recipient's full legal name, Institution attended and dates of attendance. The Board of Regents shall prescribe the criteria or guidelines for determining the existence of special circumstances causing an inability to commence or continue performance in satisfaction of the obligation and shall determine the documentation required to prove the existence of such circumstances.

E. CHANGE OF NAME, EMPLOYMENT STATUS, ADDRESS; NOTIFICATION

Recipient understands and agrees that it is Recipient's responsibility to keep the Institution fully informed of any changes to Recipient's name or address for the duration of Recipient's enrollment at the Institution. While enrolled, the Recipient agrees to provide written notification of any name or address changes by email to _____ or by mail to the Institution, at _____. Such notification shall be provided to the Institution following any change, but no later than the beginning of each semester.

The Recipient further agrees to notify the Kansas Board of Regents in writing, on the form supplied by the Board, by mail to 1000 SW Jackson Street, Suite 520, Topeka, KS 66612, or email to kansaspromise@ksbor.org, of the Recipient's name, address and employment status along with the address and contact information for any employer(s) for each year that this Agreement is in effect or as long as any repayment obligations are outstanding. Such notification is due no later than the annual anniversary date from when this Agreement is executed. Recipient understands and agrees that failure to provide such written notification may cause the Recipient to go immediately into repayment status.

F. MISCELLANEOUS

1. *Release of Information:* During the term of this Agreement, and any collection activities arising hereunder, the Recipient hereby consents to and authorizes the release to the Institution, the Kansas Board of Regents, the Kansas Legislative Division of Post Audit (or other state or federal authorities as needed to audit the Promise Scholarship Program) any information relating to the Recipient's performance and other appropriate information required by the Institution, the Board, Post Audit or other state or federal auditing authorities, as may be contained in the education records of the schools, colleges or universities at which the Recipient is enrolled or has been enrolled.
2. *Contingent on Funding:* The Recipient expressly understands and agrees that the continuation of the Scholarship and the Recipient's ability to receive financial assistance is contingent upon the appropriation of sufficient funds or other acts of the Legislature of the State of Kansas and Recipient continuing to meet all the eligibility requirements for the Scholarship.

3. *Express Third-Party Beneficiary:* The Institution and Recipient hereto agree that the Kansas Board of Regents is an intended and express third-party beneficiary of any Recipient repayment obligations arising from this Agreement.
4. *Governing Law:* This Agreement shall be interpreted in accordance with and controlled by the laws of the State of Kansas and any subsequent amendments thereto.
5. *Severability:* If any term of this agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision, and the remaining provisions will not be impaired.

AND NOW, the parties, intending to be mutually bound, hereby affix their signatures.

Recipient Name Printed

Recipient Signature

Institution President/CEO or duly authorized designee printed name

Institution President/CEO or duly authorized designee signature