



KANSAS BOARD OF REGENTS

KANSAS PROMISE SCHOLARSHIP AGREEMENT AND PROMISSORY NOTE

This Scholarship Agreement (“Agreement”) is dated as of the date last executed (the “Scholarship Date”) and is between the Student named below (“Student”) and the Kansas Board of Regents (“the Board of Regents”). This Agreement is authorized by and implements the Kansas Promise Scholarship Act, K.S.A. 74-32,271 et seq., and amendments thereto (“the Act”) and is a service scholarship agreement with a service component, requiring the Student 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).

Acceptance of a Promise Scholarship and the terms of this Agreement obligate the Student to repay the full amount of the Scholarship, with interest at the federal PLUS program rate (6.284% for awards made July 1, 2021 to June 30, 2022), if any of the agreed-to terms are not met, including failure to complete the Promise program within 36 months and failure to live and work in Kansas for two consecutive years following completion of the Promise program.

Background

WHEREAS, certain public and private postsecondary educational institutions are authorized by K.S.A. 2021 Supp. 74-32,276 and amendments to award a scholarship to an eligible Student in exchange for the Student’s agreement to successfully complete the Promise Eligible Program and Service Component, which require the Student to:

1. Engage in study and successfully complete a Promise Eligible Program within thirty-six (36) months of the date the first course for which the scholarship is awarded begins **AND**,
2. Within six months after completing the Program, begin engaging in the Service Component:
 - a. Reside in and commence work in the State of Kansas for at least two consecutive years, **OR**
 - b. Enroll in at least six credit hours in at least one semester per academic year in a Kansas postsecondary institution and upon graduation or failure to re-enroll at least part-time 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. 2021 Supp. 48-3406, and amendments thereto; and

WHEREAS, Student has been determined eligible by the Awarding Institution (identified below),

based in part on information provided by Student and relied on by Awarding Institution, to receive the Kansas Promise Scholarship in accordance with the provisions of the Kansas Promise Scholarship Act; and

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

In consideration of the foregoing, the Board of Regents and Student, intending to be mutually bound, hereby agree as follows:

A. STUDENT INFORMATION

1. **Full Legal Name (First, Middle, Last):** _____
2. **Date of Birth:** _____
3. **Social Security Number:** _____
4. **Email Address:** _____
5. **Mailing Address:** _____
6. **Phone Number:** _____
7. **Awarding Institution:** _____

B. CONDITIONS OF SCHOLARSHIP

1. Student, having been determined by the Awarding Institution, based on information provided by Student in the application for the Scholarship and the FAFSA, 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, Student shall do all of the following:
 - a. Enroll as a full-time or part-time student with no less than 6 credit hours in at least one semester per academic year at the Awarding Institution and engage in and complete Student's Promise Eligible Program within 36 months of the date the first course for which a Kansas Promise Scholarship was awarded to the Student begins;
 - b. Maintain satisfactory academic progress, as determined by the Awarding Institution's policies, in the courses of the Promise Eligible Program for which Student received the Kansas Promise Scholarship, in order to continue to receive a Kansas Promise Scholarship;
 - c. Complete the Service Component or receive a Good Cause Determination, as defined in Section C.3., from the Board of Regents;

- d. Maintain records and make annual reports to the Awarding Institution while enrolled at the Institution and to the Board of Regents as provided in Section E, on such forms and in such manner as required by the Board of Regents, documenting satisfaction of the Student's obligations under the Kansas Promise Scholarship Act; **AND**
 - e. Repay the total Kansas Promise Scholarship award, plus interest, as detailed in Section D., if Student fails to remain eligible and qualified for the Promise Scholarship or fails to reside in and work in the State of Kansas for the required two-consecutive-year period after completion of the Promise Eligible Program.
2. Student agrees and understands that Student shall remain qualified to receive additional Promise Scholarship disbursements awarded by an eligible institution for a total of 68 credit hours in any Promise Eligible Program or Programs or a total of \$20,000 toward the cost of a Promise Eligible Program(s), whichever occurs first, unless the Awarding Institution determines that Student is disqualified for failure to meet any or all of the requirements imposed under the provisions of the Kansas Promise Scholarship Act. Student further understands and agrees that multiple disbursements may be made to or on behalf of the Student under this Scholarship Program, and Student understands that Student 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 Student must complete and submit a Kansas Promise Scholarship Renewal Application and meet all other eligibility requirements at the time of submitting the Renewal Application.

C. SATISFACTION OF SCHOLARSHIP TERMS, CONDITIONS AND REQUIREMENTS

Student understands and agrees that Student 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 Student:

- 1. Completes the requirements of this Agreement as set out in Section B., including the Service Component; **OR**
- 2. Commences service as a military servicemember after receiving a Kansas Promise Scholarship; **OR**
- 3. Is determined by the Board of Regents, in accordance with this Agreement and any applicable rules and regulations, to be 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;
AND
- 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 Student occurring after the Scholarship is received but before the Program is completed.

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

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

1. Student must repay the Scholarship plus interest and any related fees to the Kansas Board of Regents. Repayment of all funds disbursed to or on behalf of the Student under this Scholarship Program plus accrued interest shall be due and owing immediately upon failure to satisfy the Scholarship terms, conditions, and requirements.
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 Student's first course funded by a Kansas Promise Scholarship Agreement began.
3. Repayment may be made in monthly installment payments in such amounts as are determined by the 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 Student 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 payment was due, the entire amount outstanding shall become immediately due and payable, including all interest 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, Student's repayment

obligation under this Agreement shall be postponed by the Board of Regents during any period when Student 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 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), Student'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 Board of Regents determines that the special circumstances exist. **The Student must request any postponement in writing submitted to the Kansas Board of Regents.** The request shall be mailed to the Board of Regents at 1000 SW Jackson, Suite 520, Topeka, KS 66612-1368, with the attention subject line being: Postpone Repayment of Kansas Promise Scholarship. All correspondence shall include Student's full legal name, Institution(s) 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

The Student agrees to notify the Board of Regents in writing, on the form supplied by the Board of Regents, by mail to 1000 SW Jackson Street, Suite 520, Topeka, KS 66612, or email to promise@ksbor.org, of the Student'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. Student understands and agrees that failure to provide such written notification may cause the Student to go immediately into repayment status.

The Student also agrees to notify the Board of Regents in writing, in the form supplied by the Board of Regents within five days of any change to the Student's name, address or employment status.

F. PROMISSORY NOTE

1. Student agrees that the terms of this Agreement shall constitute a Promissory Note for the entire amount of funds provided by any Awarding Institution and received by Student under this Agreement, as well as the related interest. Student agrees that failure to satisfy this Agreement and the terms of the Kansas Promise Scholarship Act creates an obligation to repay the funds advanced, together with interest at the rate applicable to loans made under the federal PLUS program at the time the Student's first course funded by a Promise Scholarship began and beginning to accrue on the date Student is determined by the Board of Regents to be out of compliance with this Agreement.
2. The repayment, residency and employment obligations incurred by the Student under the provisions of this Agreement are deemed to be cumulative and consecutive loan obligations, as imposed by the Kansas Promise Scholarship Act and this Agreement.

MISCELLANEOUS

1. *Release of Information:* During the term of this Agreement, and any collection activities arising hereunder, the Student hereby consents to and authorizes the release to the Awarding Institution, the 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 Student's performance and other appropriate information required by the Awarding Institution, the Board of Regents, 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 Student is enrolled or has been enrolled.
2. *Contingent on Funding:* The Student expressly understands and agrees that the continuation of the Scholarship and the Student'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 Student continuing to meet all the eligibility requirements for the Scholarship.
3. *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.
4. *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.

Student Name Printed

Student Signature

BOARD:

LEAH NICHOLSON
Kansas Board of Regents
Director of Student Financial Assistance