

Upstate Medical University Tuition Funding Program Agreement

Upstate Medical University (hereinafter the Hospital) agrees to provide tuition assistance to the undersigned student (hereinafter the Student) in accordance with the terms contained in this Agreement. In consideration of the Tuition Assistance the Student agrees to perform the obligations set forth herein.

This is a legal document creating obligations and rights for the Hospital and the Student. You may wish to consult with an attorney to review its terms, prior to signing this Agreement.

1. Tuition Assistance Eligibility

- A. Must be accepted to the College of Health Professions at SUNY Upstate Medical University.
- B. Provide one letter of reference from each of the following:
Academic instructor, current or former employer and mentor/advisor. Current students in second year must have letter of recommendation from current faculty member of school.
- C. Provide complete college transcript.
- D. Complete a personal essay to include the following:
 - Career goals
 - Special financial needs
 - Personal contribution or interest in the healthcare field
- E. Participate in a personal interview with the Individual Clinical Department Sub Committee Tuition Selection Committee.
- F. The Tuition Selection Committee will make the final award.

2. Distribution of Awards

Tuition Assistance awards will be considered for each new starting class. Tuition Assistance will be payable after the successful completion of each semester and upon receipt of transcript. Successful completion is defined as passing grade in both academic and clinical courses.

3. Student's Obligations

- A. Remain a full time student in the College of Health Professions Science Program at SUNY Upstate Medical University.
- B. Good standing as defined as passing grades, coursework and clinical rotations.
- C. Maintain professional behavior and conduct throughout the program as required by the College of Health Professions at SUNY Upstate Medical University. Professional behavior is defined in Upstate Medical University's handbook.
- D. Take and successfully complete all examinations or other requirements required by New York State, and obtain a New York State license, within time frame required by discipline eligibility.

- E. Complete Upstate Medical University Hospital's employment application process including Employee Health's required medical examination as well as hospital credentialing requirements.
- F. Fulfill a 12-24-month (based on program duration, i.e., 12 month commitment equals one year commitment) commitment to work at Upstate Medical University Hospital as a technologist/therapist based on departmental needs.
- G. Student responsible for providing grade transcript to respective department administrator upon completion of each semester.
- H. Full time student status expected. Any deviation from full time status will require permission which must be sought from the TAP Steering Committee and may affect continuing tuition assistance.

4. Hospital's Obligations

- A. Provide tuition assistance for course work in the technologist/therapist program based on current tuition and assessed college fees at SUNY Upstate Medical University, College of Health Professions. The annual tuition and assessed college fees shall be paid by the hospital upon successful completion of each semester and receipt of student transcript. The total amount of tuition expenses paid shall not exceed the need of tuition and assessed college fees of attending the College of Health Professions for two years.
- B. Upon completion of employment application process by the student either:
 - 1) The student will be offered employment at University Hospital. The standard employment and salary and benefit package for a technologist/therapist applies.
 - 2) If no employment position is available and offered within one month at the time of the student's graduation, the tuition assistance compensation will be forgiven in its entirety.

5. Employment-Tuition Forgiveness

The tuition assistance monies advanced to the students shall be forgiven in its entirety upon completion of 12-24 months of full-time employment (40 hours per week), or the equivalent as per departmental needs. The applicant must maintain a satisfactory employment standing as defined by department management. Employment during student's participation in College of Health Professions academic program is not time applicable towards 12-24 month commitment.

6. Tuition Default

The following shall be deemed a default under this agreement:

- A. A student's failure to comply with any of the provisions of the obligations outlined in the Student's Obligation paragraph above.
- B. Failure to maintain employment in accordance with the provisions outlined in Employment-Tuition Forgiveness above.

In the event of default, the outstanding principal balance of the tuition assistance shall become immediately due and payable upon demand by Upstate Medical University Hospital. The student acknowledges and agrees that the purpose of the hospital providing assistance to the student is to encourage the student to pursue and maintain employment with Upstate Medical University Hospital. The student acknowledges that in the event of a breach of this agreement

by the student, the hospital would sustain damages which may not be readily calculable or ascertainable.

7. Documentation

After disbursement of funds by University Hospital, the student will be required to sign a promissory note evidencing the obligations to repay the loan upon default of this agreement. The note will be amended or supplemented by additional notes as additional sums are distributed by the hospital in accordance with terms of this agreement.

8. Illness/Disability

In the event that the student is prevented by complying with his/her obligations under the paragraph *Student Obligation*, by reason of documented illness or temporary disability, this agreement shall be suspended for the period of illness/disability but in no event greater than twelve (12) months. Upon termination of the illness or temporary disability, and receipt by the hospital of appropriate medical clearance, the terms and conditions of this agreement shall be reinstated as of that date. In the event that the illness or temporary disability shall continue beyond twelve (12) months, the amount of tuition assistance monies shall be repayable to the hospital on demand. In the event of death or permanent disability of the student, the tuition assistance monies shall be forgiven in its entirety.

9. General

- a. *Governing law.* This agreement shall be governed, interpreted, and enforced in accordance with the laws of the State of New York, and venue of any cause of action arising under this Agreement being in Onondaga County, New York.
- b. *Assignment.* Neither party to this Agreement shall assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of the other party.
- c. *Amendment.* Except as otherwise provided in this Agreement, this Agreement may not be amended except in writing signed by both parties to this Agreement.
- d. *Expenses.* In the event of default under this Agreement, Student agrees to pay all costs, expenses and reasonable attorney's fees incurred by Hospital in enforcing its rights under this Agreement.

In witness Whereof, the parties hereto have executed this Agreement on the ____ day of _____, year _____.

Tuition Assistance Duration: _____

By Student: _____

By Hospital Officer: _____