

**LOAN AND LOAN FORGIVENESS AGREEMENT PURSUANT TO  
UNIVERSITY OF ARIZONA COLLEGE OF NURSING  
14-MONTH ACCELERATED PARTNERSHIP REGISTERED NURSE PROGRAM**

This Loan and Loan Forgiveness Agreement (Agreement) is effective \_\_\_\_\_, 20\_\_\_, and is entered into between \_\_\_\_\_ (Student) and the hospital or healthcare system checked below:

- Carondelet Health Network
- Tucson Medical Center
- University Medical Center Corporation
- Northwest Hospital (d/b/a Northwest Medical Center, LLC)

**THE ACCELERATED PROGRAM**

1. The University of Arizona College of Nursing (College) has established a 14-Month Accelerated Partnership Program (Accelerated Program) for students who have already completed a non-nursing baccalaureate and who wish to pursue a career in nursing. This is a 14-month entry-level professional nursing program that leads to a Bachelor of Science in Nursing and eligibility to take the national RN licensure examination.
2. The Accelerated Program is open only to students who intend to work at a Tucson-area hospital that has partnered with the College to establish the Accelerated Program.
3. Student is a college graduate who has been accepted into the Accelerated Program and has enrolled to begin on \_\_\_\_\_ [date].
4. Student intends to enter into his/her nursing career at Hospital as a Registered Nurse.

**TERMS OF LOAN**

5. In consideration of Student's agreement to successfully complete the Accelerated Program and enter into employment with Hospital upon his/her graduation and licensure, and Student's fulfillment of the additional terms set forth below, Hospital agrees to loan to Student \$27,500 (Loan Amount). The Loan Amount is the amount of Accelerated Program tuition set by the College. Student understands that this amount is higher than tuition for the College's regular five-semester program. Hospital shall pay the Loan Amount directly to the College upon receiving this signed Agreement and an invoice for this amount from the College.
6. Hospital will assign a nurse mentor employed by Hospital (Mentor) to Student to provide guidance during Student's participation in the Accelerated Program. Student hereby authorizes and directs the College to provide all grade reports, notices of disciplinary action, honors, and any other significant communications regarding Student's status while enrolled in the Accelerated Program to Student's Hospital Partner.

7. In consideration of Hospital's payment of the Loan Amount, Student agrees to perform each of the following:

- Enroll in the Accelerated Program for the program beginning in \_\_\_\_\_[month] 20\_\_ and graduate on schedule,
- Diligently attend classes,
- Prepare and complete assignments,
- Maintain good academic standing (defined as a grade point average of 3.0 or higher),
- Comply with all rules and regulations of the College;
- Meet regularly with Student's Mentor;
- Obtain a Registered Nurse license from the Arizona Board of Nursing upon graduation;
- Pass the National Licensing Examination on the first or second attempt; and
- Commence full-time employment for Hospital in a bedside, direct patient care position on the date Hospital defines as the start of its new graduate orientation.

### **TERMS OF STUDENT'S EMPLOYMENT WITH HOSPITAL**

7. Student shall be subject to all applicable policies of Hospital relating to his/her hiring and employment.

8. Student shall receive all benefits of employment in effect at the time of his/her employment, including healthcare insurance, vacation and sick leave benefits, retirement benefits, and educational benefits, as determined by Hospital for all employees in Student's classification.

### **TERMS OF LOAN FORGIVENESS**

9. Hospital shall forgive the Loan Amount only if Student meets each and every one of the following Loan Forgiveness Requirements:

9.1 Student successfully completes the Accelerated Program and graduates on schedule; and

9.2 Student obtains an unrestricted Registered Nurse License from the Arizona Nursing Board on or before the date set by Hospital for new graduate nurse orientation; and

9.3 Student passes the National Licensing Examination after no more than two attempts; and

- 9.4 Student meets any and all hiring requirements set by Hospital for all RN new hires at the time of commencement of employment, including, where applicable, drug testing, background checks, verification of authorization to work in the United States and any other requirements of Hospital applied to RN new hires at that time; and
- 9.5 Student performs his/her work for Hospital in at least a satisfactory manner, under Hospital's standards for all RN employees; and
- 9.6 Student remains employed by Hospital in a full-time bedside, direct patient care nursing position for not less than 36 months from the date the Student completes the departmental orientation and successfully completes all documented competencies. Per-diem employment, regardless of commitment, is not acceptable for fulfillment of this contract obligation. If Student should take a leave of absence at any time during the 36 month period which is authorized by Hospital under Hospital's policies, the 36 month period shall be extended by the period of leave so that the total period worked excluding leave is 36 months; provided however, that the 36 month work period is completed within 48 months of Student's departmental orientation and successful completion of all documented competencies. If Student fails to complete the 36 months of employment as described above, the Loan Amount will not be forgiven, regardless of the reason for termination.

### **MANNER OF REPAYMENT**

10. If Student fails to perform each of the Loan Forgiveness Requirements listed above, because of voluntary or involuntary termination from UMC for any reason, a prorated portion of the loan amount will be immediately due and payable. For example, if the student leaves after working eight months after completion of orientation,  $28/36^{\text{th}}$ 's of the amount advanced will be owed.
11. If Student is employed by Hospital at the time the Loan Amount becomes due and payable, Student authorizes Hospital to withhold any amounts due from his/her last paycheck, if Hospital chooses to do so, up to the amount owed. If the amount withheld does not cover the Loan Amount in full, Student shall pay the remainder promptly upon demand.
12. In the event Student fails to repay the Loan Amount promptly, and Hospital incurs costs for collection, Student agrees to pay the fees and costs incurred for any such collection efforts as well as interest on the Loan Amount at the statutory rate which will begin accruing as of the date the Loan Amount becomes due and payable.
13. If Student fails to perform each of the Loan Forgiveness Requirements, and fails to repay the loan promptly as required by this Agreement,
  - 13.1 Student will be ineligible for rehire by Hospital;
  - 13.2 Student will be ineligible for rehire by any of the other hospitals participating in the Accelerated Program.
  - 13.3 Hospital will report Student's failure to repay the Loan Amount in all employment references, and Student hereby authorizes Hospital to provide such information in any such employment request.

14. This Loan Agreement contains all of the terms of the agreement between Student and Hospital concerning the subject matters covered herein. This Loan Agreement may be modified only by a written agreement signed by both parties.

15. This Agreement is entered into in the State of Arizona and shall be interpreted under the laws of the State of Arizona and enforced in any court of competent jurisdiction within Pima County, Arizona.

16. Student attests s/he has read and understood the terms of this Loan Agreement, and has obtained independent legal advice or has knowingly decided not to obtain such independent legal advice. Student does not rely upon any representations of Hospital or College in entering into this Agreement, other than those set forth herein.

<p>Hospital:</p>  <p>By: _____</p> <p>[title]: _____</p> <p>Signed on: _____</p>	<p>Student:</p>  <p>_____</p> <p>Signed on: _____</p>
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I have reviewed this loan agreement with University Medical Center Nursing Human Resources on \_\_\_\_\_ and have had any questions answered prior to signing.

\_\_\_\_\_  
Initials

**IMPORTANT  
NOTICE TO PARTICIPANTS**

**AND**

**PROSPECTIVE PARTICIPANTS  
CONCERNING INCOME TAXES**

Accelerated Program: \_\_\_\_\_

If, as and to the extent a loan or advance to you by University Medical Center Corporation (UMC) under the Accelerated Program identified above is forgiven in any period, UMC, on advice of its tax advisors under present law, will include the amount so forgiven as taxable income to you in reports to state and federal tax agencies (including W-2 forms of which you will receive a copy) and as income for purposes of withholding and employer taxes, even though you will not receive that income in cash.

We urge you to regard this as very important and discuss it with someone who can advise you on tax and financial matters.

**UNIVERSITY MEDICAL CENTER CORPORATION**

Received and acknowledged:

Participant:

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_