DEACONESS HOSPITAL, INC.

Evansville, Indiana

STUDENT POSTGRADUATE EMPLOYMENT COMMITMENT

Deaconess Hospital, Inc., located at 600 Mary Street, Evansville, Indiana 47747 ("Deaconess"), and

_____, residing at

(Print Student's Name)

(Print Student's Address)

("Student"), hereby agree to a postgraduate employment commitment as a result of the Deaconess

Foundation's payment of Student's Deaconess Pharmacist Scholarship (the "Scholarship") in the

amount of Ten Thousand (\$10,000) for the 2024-2025 school year at

(Print Name of Educational Institution or School)

Terms of This Agreement:

- <u>Scholarship Award</u> Student has been awarded the Scholarship and, in accordance with Scholarship guidelines, will receive the above referenced Scholarship amount as a "loan" for the final school year while Student is enrolled full-time (minimum 12 hours per semester) in a Doctor of Pharmacy program. The loaned amount shall be periodically repaid by Student's employment obligation as provided herein.
- 2. <u>Good Standing & Satisfactory Progress</u> Student must remain in good standing with the above educational institution and comply with all Deaconess Pharmacists Scholarship Program requirements, as determined by Deaconess. In the event Student does not remain in good standing or comply with all Scholarship requirements, as reasonably determined by Deaconess, Student will be removed from the Scholarship. In such event, Student agrees to immediately repay to the Deaconess Foundation all Scholarship money paid to Student or on Student's behalf by the Deaconess Foundation. In some instances, the Scholarship payment is taxable to Student and Student agrees to be responsible for any federal, state or local tax payments and obligations.
- 3. Employment

After successfully completing the Doctor of Pharmacy degree, Student must apply for employment with Deaconess. The application for employment with Deaconess may be deferred as long as the student in completing a PGY1 and/or PGY2 Pharmacy Residency. Student agrees to work any available Pharmacist position on any available shift and/or at any section/campus throughout Deaconess for a period equal to three (3) years of full-time employment at Deaconess (total of 6240 hours) or 6240 total worked hours over a four (4) year period beginning with the Student's first postgraduate hour worked as a Pharmacist after signing this Agreement (the "Employment Commitment"). During the Employment Commitment, Student may have authorized hours of less than 72 provided that Student completes the Employment Commitment within four (4) years as set forth above. Reducing hours to DSS (supplemental) status is tantamount to Student terminating his/her employment and full and immediate repayment of any outstanding Scholarship balance to the Deaconess Foundation is required and the balance shall be calculated in accordance with the formula in Section 6 below. Deaconess agrees to employ Student, subject to customary employment guidelines and qualifications, in a Pharmacist position within 60 days after complete their Doctor of Pharmacy degree and obtains licensure in Indiana and Kentucky. In the event that a Pharmacist position is not available, Student is released from all Scholarship obligations, including any obligation to repay any or all of the Scholarship funds to the Deaconess Foundation. Furthermore, in such event, the Student is no longer obligated to provide full or part-time employment with Deaconess.

4. Completion of state licensure

Upon graduation and beginning employment as a Pharmacist, all department policies for licensure. New pharmacist graduates who have not passed the NAPLEX exam and received their pharmacy license, must have a pharmacy intern license card and cannot perform any functions of a registered pharmacist until they have received notification of their licensing by the state. New pharmacist hires will have 45 days from first day worked to obtain their Indiana and/or Kentucky pharmacy license unless an extension is approved by the Pharmacy Director., Student agrees to immediately repay the Deaconess Foundation the full Scholarship amount awarded to Student if licensure is not obtained per policy. Such repayment may be accomplished by Student making regular payments over a time period acceptable to Deaconess.

- 5. Termination/Reduction of Hours If 1) Student fails to apply for employment with Deaconess or 2) if at any time during Student's employment with Deaconess (pursuant to the Scholarship) Student is terminated for any reason (other than elimination of Student's position by Deaconess or Student's medically verified mental or physical inability to perform the essential functions of his/her position) or 3) Student reduces hours to DSS status, then Student agrees to immediately repay to the Deaconess Foundation an amount equal to all remaining hours of the Student's Employment Commitment. [The total amount due the Deaconess Foundation shall be determined by multiplying Ten Thousand Dollars (\$10,000) times a fraction, the denominator of which shall be 4,160 and the numerator of which shall be the difference between 4,160 and the total number of hours Student worked at Deaconess as a Pharmacist pursuant to and following the signing of this Agreement.] Student hereby agrees that Deaconess may deduct such repayment amount in full from Student's paychecks or final paycheck, as the case may be, unless other arrangements satisfactory to Deaconess are made in advance pursuant to Student's revocation of the payroll deduction. If such deduction(s) results in an unpaid balance, then other legal methods to secure full repayment of any outstanding balance by Student will be undertaken. During the Employment Commitment, Student may have authorized hours of less than 72 provided that Student completes the Employment Commitment within four (4) years as provided above.
- <u>Deaconess Termination</u> Deaconess shall have the right to terminate this Agreement at any time, with or without cause, by providing Student written notice thereof. In such event, Student is relieved of all obligations hereunder, including any obligation to repay any or all of the Scholarship amount to the Deaconess Foundation and any remaining employment obligation.
- 7. <u>No Guarantee of Employment</u> This Agreement shall not constitute a contract, guarantee or obligation by Deaconess to employ Student in any full or part-time position at Deaconess or, if employed, employment for any specific length of time, it being understood by Student that any employment by Deaconess is "at will" and terminable at any time by either party, with or without cause; <u>provided</u>, <u>however</u>, if Student is employed by Deaconess, Student understands that all of Deaconess' policies and procedures, work rules and practices are applicable to Student and Student agrees to comply therewith. Student understands and agrees that he/she is subject to all disciplinary policies and procedures, up to and including

termination by Deaconess.

8. <u>Understanding</u> – Student has read the Agreement and agrees to all obligations set forth herein. Student understands that he/she may revoke the Agreement at any time and immediately repay the full amount of the Scholarship awarded or make other acceptable repayment arrangements.

Student	Deaconess Hospital, Inc.
(Signature)	By:
(Printed Name)	(Printed Name)
(Date)	(Date)

Original – Personnel File Copy – Student