

# Nonresident Employee Sponsorship Agreement

Thank you for your interest in sponsoring an out-of-state curriculum student at A-B Tech Community College – we appreciate your support of individuals interested in advancing their education. Please review the requirements below to sponsor an out-of-state student at the in-state tuition rate. These guidelines have been developed in accordance with N.C.G.S. § 115D-39.

## To qualify, the employer must:

- Be a North Carolina based employer
- Employ the student and issue a company paycheck
  - Independent contract arrangements, those who receive a 1099-T at the end of the tax year instead of a W-2, do not qualify
- Deduct North Carolina state taxes from wages paid to the student
- Complete and sign the “Employer Sponsorship Out-of-State Student Form”
- Certify, on company letterhead, the employment of the student. This letter must also state that the employer intends to pay for the student via company check.

## If you decide to sponsor a student, please do the following by **one week prior to semester payment deadline**

- Complete and sign the “Nonresident Employer Sponsorship Agreement” enclosed below
- Have the student sign their portion of the agreement
- Submit a copy of a current paystub showing withheld taxes
- Create a letter on company letterhead that includes
  - Company name and owner name
  - Contact name and contact information
  - Student’s name
  - Statement of intent to pay
- Send all documents directly to the College at the address below or give to the student for submission
  - Sponsorship Coordinator, Business Office  
A-B Tech Community  
College 340 Victoria Road  
Asheville, NC 28801

Once the above has been agreed to, and the proper documentation has been received by the A-B Tech Business Office, A-B Tech will set up a ‘Third Party Sponsored’ account for the employer and the employer will be billed for the in-state portion of the student’s tuition plus fees. The employer will also be billed for books and supplies if the agreement indicates this. It becomes the employer’s responsibility to pay as the authorization is considered a contract between the company and A-B Tech.

Please contact the, Sponsorship Coordinator, at 828-398-7152, or [sponsorships@abtech.edu](mailto:sponsorships@abtech.edu), if you have any questions regarding sponsorship of an out-of-state student.



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Sponsor Information		Student Information	
Sponsor Name		Semester	
Authorized Sponsor Rep.	First: Last:	Student Name	First: Last:
Address		Address	
Phone		Phone	
Email		Email	
Tax ID#		Student ID#	
Sponsor Purchase Order/ Reference #			

## Sponsorship Financial Information: Enrollment categories & dollar amounts of sponsor coverage

Choose the enrollment categories covered	Choose the maximum dollar amount of coverage (Write <u>required</u> if no max amount)			
	Y	N		
Tuition	<input type="checkbox"/>	<input type="checkbox"/>	Tuition	\$
Fees	<input type="checkbox"/>	<input type="checkbox"/>	Fees	\$
Books *	<input type="checkbox"/>	<input type="checkbox"/>	Books	\$
Bookstore Supplies *	<input type="checkbox"/>	<input type="checkbox"/>	Bookstore Supplies	\$

\*Books/bookstore supplies limited to items directly related to completion of assigned coursework - No food, clothing, etc.

## Special Restrictions: List items specifically excluded from coverage – No post-billing exclusions \*\*

\*\* Changes to authorized coverage can be made but require an updated, signed, & submitted Sponsorship Agreement.

## Endorsement:

A-B Tech (ABT) considers this sponsorship Agreement to be a contract between ABT and the sponsor, in which the sponsor agrees to take responsibility for the sponsored student’s financial obligations to ABT, according to the terms specified in the Agreement. In signing below, the signatory affirms that they understand the components of the above listed charges and agrees to pay them in full, without any selective omissions.

In signing below, the signatory affirms that they have read and agree to the terms and conditions on page 4 of this Agreement form, which are also readily available upon request and at (website will be added).

The individual signing below hereby represents and warrants that s/he is duly authorized to execute and deliver this Agreement on behalf of the sponsoring organization and that this Agreement is binding upon the sponsoring organization in accordance with its terms.



# Nonresident Employee Sponsorship Agreement

## Sponsor Endorsement:

By signing below, I acknowledge and agree to the following:

- The information provided above is truthful and accurate.
- The employer is a NC firm and the student listed above is a current employee
- I am authorized by the employer to engage in arranging payment of employee educational expenses.
- The employer listed above will promptly issue a company check to A-B Tech for the amount billed according to A-B Tech's payment terms.
- This form and the accompanying letter are considered a contract between the employer listed above and A-B Tech and the employer remains responsible for the billed amount.
- Termination of an employee after submission of this agreement does not terminate the employer's financial responsibility to A-B Tech and it is up to the employer to work with the student/former employee for redress.

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

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

## Student Endorsement:

By signing below, I acknowledge and agree to the following:

- The information provided above is truthful and accurate.
- I am classified as an out-of-state student for tuition purposes and am not eligible to be classified as an in-state student for tuition purposes for the semester listed above.
- I may be eligible to have the out-of-state portion of my tuition waived if my **employer** pays A-B Tech directly for the in-state portion of my curriculum tuition plus any fees
- I will provide a recent paystub from the employer listed above documenting that NC taxes are being withheld from my paycheck.
- I must submit a new form and new employment documentation for each term I am sponsored by my employer.

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

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



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## Terms and Conditions

### Statement of Contract

A-B Tech (ABT) considers a sponsorship agreement to be a contract between ABT and the sponsor in which the sponsor agrees to take responsibility for the sponsored student's financial obligations to ABT, according to the terms specified in the agreement. Any registration or coverage changes made after authorization require the resubmission of a revised agreement form.

### Statement of Liability

After a sponsorship authorization and agreement, ABT considers its financial relationship with the student ended for the term specified in the agreement, and all financial liability of the sponsored student transferred to the sponsor. Consequently, ABT considers any financial or conditional arrangements made between the student and the sponsor to be between the sponsor and the student, with no bearing on the liability the sponsor has to ABT. Therefore, any obligations not fulfilled by the student to the sponsor including, but not limited to, non-completion or failure of classes, will have no alleviating effects on the sponsor's liability to ABT. Furthermore, ABT encourages the sponsor to carefully consider and evaluate the student's commitment and trustworthiness before extending a sponsorship to the student.

### Statement of Agreement to Pay All Fees

All required fees associated with the student's enrollment at ABT are mandatory, and the payment of these fees are a nonnegotiable condition of the student's enrollment. Therefore, if a sponsor agrees to pay fees, the sponsor must pay all of the fees assigned to the student or none at all. Selective payment of fees is not allowed. Fees include: Insurance fee, tech fee, campus security fee, activity fee, and course specific consumable fees. Learn more here: <https://www.ABTech.edu/content/business-office/tuition-and-fees>

### Statement of Administrative Obligation

ABT will do everything reasonably possible to assist in the processing of invoices, the itemization of enrollment charges, and the processing of sponsor specific billing documentation. However, due to software and personnel limitations, ABT cannot commit to all sponsor administrative requests and does not consider noncompliance with these requests as justification for nonpayment of agreed upon charges or nonfulfillment of agreed to obligations, as specified in the signed agreement.

### Authorization and Payment Terms

Third Party Sponsorship Agreement forms must be submitted to the business office one week prior to the semester tuition payment deadline. A student's failure to do so will result in the student being dropped from their classes and their registration cancelled, unless the student makes other payment arrangements by the payment deadline.

Invoices will be mailed after the last day for refundable withdrawals and are due 30 days after the invoice date. Failure to pay any past due balances in full may result in the following:

- Loss of ability to sponsor students until the past due balance is paid
- Loss of Ability to be invoiced and requirement of prepayment in the future
- Reporting of nonpayment to credit reporting agencies resulting in weakened credit history
- Subjection to ABT collections process

### Collection Policy and Procedures

Attempts are made during the semester for collection through billing statements that are mailed for all outstanding accounts. Past due accounts will have a second notice mailed 30 days after the initial invoicing. If no collection is made within 30 days of the second notice, a third and final personal letter will be sent. The letter will detail the date, purpose and amount of the debt as well as advise the sponsor of the ABT's policy regarding future sponsorships. If the above procedure fails within 30 days, the following collection options are available to the college based on the amount past due:

- Any account over sixty (60) days past due may be turned over to the NC Department of Revenue, Set-Off Debt Unit, to collect from your NC State Tax Refund until your account is paid in full. This is in accordance with G.S. Chapter 105A of the North Carolina General Statutes, Set-Off Debt Collection Act.
- Any account over sixty (60) days past due may be turned over to a collection agency where credit may be adversely affected. Once the account has been submitted to a Collection Agency, payment must be remitted to them directly.