

## **GRADUATE TEACHER/CSA LOAN/SCHOLARSHIP PROGRAM ELIGIBILITY REQUIREMENTS**

These Rules and Regulations are subject to change by the Board of Trustees of State Institutions of Higher Learning (hereinafter referred to as the "Board") and the State Board of Education (hereinafter referred to as the "State Board"). The number of awards and recipients are dependent upon availability of funds and selection shall be based on a first-come, first-served basis of all eligible applicants; however, priority consideration shall be given to persons previously receiving awards under the Graduate Teacher Loan/Scholarship Program.

### **I. ELIGIBILITY**

- A. The applicant must be a current legal resident of Mississippi.
- B. The applicant must be currently under contract as a full-time classroom teacher in an accredited public school (K-12) located in the State of Mississippi.
- C. The applicant must hold a valid Class "A" Mississippi Educator's License.
- D. The applicant must be granted FULL/REGULAR admission into a program of study that leads to the applicant's FIRST master's degree and Class "AA" educator's license. Provisional or conditional admission is not accepted.
- E. The applicant must enter into a Contract and Note with the Board of Trustees of State Institutions of Higher Learning pursuant to these Rules and Regulations and all applicable State Laws.

### **II. DOCUMENT REQUIREMENTS**

Along with the **Application**, the following documents must be submitted by the March 31 deadline:

- A. Copy of valid Class "A" Mississippi Educator's License
- B. Employment Contract for the current year verifying employment as a full-time classroom teacher in a public school (K-12) in Mississippi
- C. Letter of Acceptance stating you have been FULLY admitted or have REGULAR admission. Provisional or conditional admission is not accepted. If you do not have your letter of acceptance, please submit all other documents by the March 31<sup>st</sup> deadline date and mail your letter of acceptance once received but no later than **July 31<sup>st</sup>**.
- D. Copy of applicant's valid Mississippi Drivers License (*if requested*)
- E. Copy of the first two pages of applicant's (current tax filing year) Mississippi Individual Resident State Income tax return

### **III. AMOUNT AND LENGTH OF LOAN/SCHOLARSHIP**

- A. The Scholarship is a graduate education program, which provides reimbursement of earned graduate hours, not to exceed the required hours for the approved program of study. Undergraduate classes taken for graduate credit do not qualify for reimbursement.
- B. The Scholarship will provide reimbursement in an amount not less than \$125 per earned graduate credit hour and not to exceed twelve (12) earned, graduate credit hours per period of enrollment (summer, fall, winter, spring) as reported by the institution.
- C. Reimbursement will occur at the end of each period of enrollment after grade and enrollment files are received from the educational institution and processed by the Mississippi Office of Student Financial Aid.
- D. Funds will be made payable to the institution and sent directly to the institution. The institution, in turn, will reimburse

the student. The student is responsible for all financial arrangements with the school until such time as payment is made. Also, the student is responsible for financial arrangements prior to reimbursement which may affect the student's ability to secure school records.

- E. The student assumes all responsibility for returning any portion of a refund by the school which is later determined to be inconsistent with the number of hours reported by the school. Failure to return funds will result in the suspension of eligibility.

#### **IV. SERVICE/LOAN OBLIGATION**

- A. The recipient must teach as a full-time certified classroom teacher in an accredited Mississippi public school (K-12) while receiving funds
- B. In lieu of repayment, the recipient must render service as a full-time classroom teacher, counselor or school administrator in an accredited Mississippi public school (K-12) for one FULL academic year following degree completion. (i.e. The student who completes the degree at the end of the spring or summer is required to continue appropriate employment for the following FULL academic year (fall and spring.) The student who completes the degree after the fall semester would begin his/her FULL year of service the following fall semester through spring semester.
- C. Recipients who do not serve as a full-time classroom teacher while receiving funds must repay the full amount of all loans received within thirty (30) days of notification.
- D. Recipients who do not complete a Master's degree in education, counseling, school administration or who do not maintain appropriate employment while receiving this scholarship must repay the full amount of all loans received.
- E. Recipients, who upon degree completion, fail to render the required one FULL academic year service must begin repayment of the full amount of all loans received within thirty (30) days of notification.
- F. If the recipient fails to repay his/her loan within thirty (30) days of notification from the date demand was made, the Contracts and Note executed by the obligor shall be placed with collection agency, at which point the obligor shall become liable for reasonable collection charges including, but not limited to attorney's fees, and any court costs, in addition to the other sums due and owing.

#### **V. MILITARY SERVICE**

In terms of military service the following definitions shall apply:

**REQUIRED** military service is that service which is required of an individual in the service of the Armed Forces of the United States; it does not include a military service obligation incurred to repay a grant, stipend or scholarship granted the individual prior to, during, or after the award of the Graduate Teacher Loan/Scholarship Program.

**OBLIGATED** or **VOLUNTARY** military service is that service which is performed by the individual in repayment of a debt owed the United States government as a result of military scholarships, ROTC scholarships, etc. received by the individual. Service is **VOLUNTARY** if the individual is not obligated to incur a period of military service, but chooses to incur the service obligation.

- A. Loans/Scholarships shall be eligible for deferment of the accrual of interest and the repayment of principal during the time of required military service:
  - 1. In the event of **REQUIRED** military service, the recipient must apply in writing to the Board for a leave of absence, stating beginning and ending dates of such required military service.
  - 2. The recipient must supply the Board with a copy of military orders.
  - 3. Deferment of the obligation to repay due to military service must be requested by the recipient and approved by the Board on a year-to-year basis (annually).

4. Immediately upon completion of **REQUIRED** military service, the recipient must elect among the options for repayment or service repayment and notify the Board of such election.
  5. If a recipient continues military service for any reason beyond the **REQUIRED** time, then that person shall be declared ineligible for deferment and the remaining unpaid principal and interest shall become due and payable on demand to the Board in equal consecutive monthly installments as determined by the Board, with interest calculated at the current Federal Stafford Loan rate at the time of the occurrence of such event.
- B. If a recipient obligates himself/herself to **VOLUNTARY** military service prior to, during, or after the award of the Graduate Teacher Loan/Scholarship Program, then that person shall be declared ineligible for deferment and the remaining unpaid principal and interest shall become due and payable on demand to the Board in equal consecutive monthly installments, as determined by the Board, with interest calculated at the current Federal Stafford Loan rate at the time of the occurrence of such event.

## **VI. DEATH/TOTAL AND PERMANENT DISABILITY/BANKRUPTCY**

### **A. Death**

1. The Board shall require a copy of the death certificate or other proof of death that is acceptable under applicable State Law. If a death certificate or other acceptable proof of death is not available, the recipient's obligation for service or on the loan is canceled only upon a determination by the Board on the basis of other evidence that the Board finds conclusive.
2. The Board may not attempt to collect on the loan from the deceased recipient's estate.

### **B. Total and Permanent Disability**

1. If the Board determines that an individual recipient is totally and permanently disabled, the recipient's obligation to make any further payments of principal and interest on the loan is canceled. A recipient is not considered totally and permanently disabled on the basis of a condition that existed before he/she applied for the loan/scholarship, unless the recipient's condition has substantially deteriorated since he/she submitted the loan/scholarship application, so as to render the recipient totally and permanently disabled.
2. After being notified by the recipient or the recipient's representative that the recipient claims to be totally and permanently disabled, the Board shall promptly request that the recipient or the recipient's representative obtain a certification from a physician, who is a doctor of medicine or osteopathy and legally authorized to practice, on a form provided or approved by the Board, that the recipient is totally and permanently disabled. The Board shall continue collection until it receives the certification or, receives a letter from a physician stating that the certification has been requested and, that additional time is needed to determine if the recipient is totally and permanently disabled. After receiving the physician's certification or letter, the Board may not attempt to collect from the recipient.
3. If the Board determines that a loan owed by a recipient, who claims to be totally and permanently disabled, is not eligible for cancellation for that reason, or if the Board has not received the physician's certification, as described in paragraph [B](2) of this section, within 60 days of the receipt of the physician's letter as described in paragraph [B](2) of this section, the Board shall resume collection and shall be deemed to have exercised forbearance of payment of both principal and interest from the date the Board received the physician's letter described in paragraph [B](2) of this section until such a determination of ineligibility is made by the Board.

C. **Bankruptcy**

Loans made pursuant to the Graduate Teacher Loan/Scholarship Program are not dischargeable in bankruptcy.

**VII. WARRANTY**

The acceptance of a Graduate Teacher Loan/Scholarship shall be deemed equivalent to an appointment of the Secretary of State of the State of Mississippi by each recipient to be his/her designated agent for service of process, upon whom may be served all lawful processes and summons in any action or proceeding against him/her in the event he/she removes himself/herself from this State and the processes of its courts, growing out of any breach of Contract and Note by the recipient for failure to fulfill his/her Contract and Note with the Board or, to repay the Graduate Teacher Loan/Scholarship, including interest pursuant to the law and Contract and Note, and, said acceptance of the loan rights and privileges shall be a signification of the applicant's agreement that any such process or summons against him/her, which is so served upon the Secretary of State, shall be of the same legal force and validity as if served on him/her personally. The venue of all causes of action against such nonresidents shall be Hinds County, Mississippi.