

NURSING TEACHER STIPEND PROGRAM ELIGIBILITY REQUIREMENTS AMENDED

These Amended Rules and Regulations are subject to change by the Board of Trustees of State Institutions of Higher Learning (hereinafter, referred to as the "Board"). The number of awards and stipend recipients are dependent upon availability of funds and selection shall be based on a first-come, first-served basis of all eligible applicants.

I. ELIGIBILITY

- A. Must be a current legal resident of Mississippi. Applicants over twenty-one years of age who are actually domiciled out of the State of Mississippi may not claim the residency of their parent or parents unless they have been living out of the State of Mississippi for the previous 12 months to attend school or fulfill military obligations. Questions of residency will be decided by the Board.
- B. Must be recommended by a dean/director of a Mississippi program of nursing with an accompanying letter of stated intended employment upon completion of program of study. Letter must include school of employment and nursing program in which applicant will teach (associate, bachelor's, master's, doctorate).
- C. Must participate in the Nursing Education Loan/Scholarship Program administered by the Board. (Priority will be given to nursing faculty who have been accepted for Board-approved loan/scholarship money and are teaching in a state-accredited nursing program as an exception to accreditation standards and to nursing faculty who have been accepted for board-approved loan/scholarship money and are within 12 months of earning a doctorate degree.)
- D. Must be enrolled full time as defined/determined and certified by the Dean or the Department Chair of the Nursing Program at which the nursing student/stipend recipient is enrolled in one school of nursing approved by the Board or in any one in-state accredited doctoral program in nursing.
- E. Must agree, immediately following completion of the course of study, to repay the Stipend by teaching two academic years for one-year's Stipend amount at any accredited school of nursing in Mississippi approved by the Board.
- F. Must enter into an Addendum and Amendment to the Nursing Education Loan/Scholarship Program with the Board pursuant to these Amended Rules and Regulations and all applicable State Laws.
- G. Must not presently be in default or previously have defaulted on an educational loan.
- H. Must have an official letter of acceptance from the accredited nursing school you plan to attend, showing date admitted and entering classification. All stipend recipients must maintain a 3.0 or higher grade point average per semester/trimester on a 4.0 scale in order to continue to receive funds under the renewal process.
- I. Must not have received or currently be receiving funds from the Rural Health Program.
- J. Depending on availability of funds, selection shall be based on a first-come, first-served basis of all eligible applicants.

II. REQUIREMENTS FOR STIPEND APPLICANT

Along with the application, the following documents must be submitted:

- A. **Proof of current Mississippi residency.** Proof may be any **two** of the following: photocopies of current Mississippi valid driver's license, pages one (1) and two (2) of the State of Mississippi Tax Return for the current tax filing year, or the electronic results from filing the Free Application for Federal Student Aid.

- B. An official letter of acceptance for study from the accredited nursing school you plan to attend, showing date admitted and entering classification.
- C. Letter of intended employment from the dean/director of a Mississippi program of nursing upon completion of program of study. Letter must include school of employment and nursing program in which applicant will teach (associate, bachelor's, master's, doctorate).
- D. One executed and dated copy of the Addendum and Amendment.
- E. One executed copy of the Rules and Regulations.
- F. Copy of current Mississippi nursing license.

III. AMOUNT AND LENGTH OF STIPEND

- A. The Stipend may be made in any amount not to exceed:
 - 1. MSN Degree Program
 - a. Those pursuing an MSN Degree are eligible to receive up to \$1,000 per month for each month of full-time study, not to exceed one calendar year. Full-time status for the nursing student is to be defined/determined and certified by the Dean or the Department Chair of the Nursing Program at which the nursing student/stipend recipient is enrolled.
 - b. For purposes of service option only, the time of service required shall be teaching two academic years for one-year's Stipend amount.
 - 2. Ph.D. Degree Program
 - a. Those pursuing a Ph.D. Degree are eligible to receive up to \$1,000 per month for each month of full-time study, not to exceed two calendar years. Full-time status for the nursing student is to be defined/determined and certified by the Dean or the Department Chair of the Nursing Program at which the nursing student/stipend recipient is enrolled.
 - b. For purposes of service option only, the time of service required shall be teaching two academic years for one-year's Stipend amount.
- B. Stipend aid will be effective for the educational period in which the applicant meets all requirements and/or receives final approval from the Board.
- C. Checks shall be made either co-payable to the nursing stipend recipient and the school or to the school and mailed directly to the school upon verification from your institution that you are enrolled on a full-time basis as defined/determined and certified by the Dean or the Department Chair of the Nursing Program.

IV. STIPEND RECIPIENTS IN SCHOOL

- A. Stipend recipients must maintain good standing in a school of nursing at all times.
- B. All stipend recipients must maintain a 3.0 or higher grade point average (GPA) per semester/trimester on a 4.0 scale in order to continue to receive funds under the renewal process.
- C. Should a stipend recipient fail to maintain the aforementioned (see B above) GPA or fail or withdraw or have to repeat any course, he/she is suspended from participation in the Program and his/her awards stopped until such time he/she submits on official transcript sent directly by the educational institution evidencing a grade point average of 3.0 or higher on a 4.0 scale.
- D. Stipend recipient must at all times, keep the Mississippi Office of Student Financial Aid informed of any change of address and phone number. Stipend recipient will furnish a correct, complete home address and telephone number, and will immediately inform this office of any change of address or phone number.

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 Nursing Teacher Stipend.

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. Stipend 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 stipend recipient must apply in writing to the Board for a leave of absence, stating beginning and ending dates.
 2. Stipend recipients must supply the Board with a copy of military orders.
 3. Deferment of the obligation to repay due to military service must be requested and approved by the Board on a year-to-year basis (annually).
 4. Immediately upon completion of **REQUIRED** military service, stipend recipients must elect among the options for repayment or service repayment and notify the Board of such election.
 5. If a stipend recipient continues **REQUIRED** 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 due and payable shall become due and payable on demand to the Board in equal monthly consecutive installments as determined by the Board with interest calculated at the current Federal Stafford Loan rate at the time of the occurrence of the event.
- B. If a stipend recipient obligates himself/herself to **VOLUNTARY** military service prior to, during, or after the award of the Nursing Teacher Stipend, then that person shall be declared ineligible for deferment and the remaining unpaid principal and interest due and payable shall become due and payable on demand to the Board in equal monthly consecutive installments, as determined by the Board, with interest calculated at the current Federal Stafford Loan rate at the time of the occurrence of the event.

VI. SERVICE OPTION

- A. When education is completed, a stipend recipient **MAY NOT** work out of the State of Mississippi until contractual obligations have been totally fulfilled, except in the instance of Board approved **REQUIRED** military service. The stipend recipient may not defer his/her service obligation in order to pursue an additional degree or program of study.
- B. Within sixty (60) days after to completion of nursing education, the stipend recipient will furnish to the Board the proposed site of teaching, and expected date to begin teaching. It is fully understood that it is the responsibility of the stipend recipient to seek and secure an approved teaching position in an accredited school of nursing in Mississippi. The Board assumes no obligation to perform that function.
- C. If the approved teaching position proves to be unsatisfactory, the stipend recipient may request change of location from the Board. **NO CHANGE IS TO BE MADE PRIOR TO BOARD APPROVAL.** The new teaching position must likewise be within the State of Mississippi.
- D. Stipend made to stipend recipients shall be made and based upon the following options for repayment or conversion to interest-free scholarships (**REQUIRED military service excepted**):

1. In lieu of payment in full of both principal and interest, a stipend recipient may elect to repay by entry into full-time¹ teaching in MISSISSIPPI in professional nursing equal to two academic years of teaching for one-year's loan amount.
 2. In the event of abandonment or abrogation of the option for repayment as provided for in VI. D. 1, the remaining balance of unpaid or undischarged principal and interest shall become due and payable over the remaining period of time made in sixty (60) or less equal monthly consecutive installments as determined by the Board, commencing one (1) month after graduation or termination of attendance as a full-time nursing student as defined/determined and certified by the Dean or the Department Chair of the Nursing Program at which the nursing student/recipient is enrolled or termination of full-time teaching or termination of other deferment.
- E. The stipend recipient and the Board shall designate, by written agreement, a time in the future when the obligations shall be fulfilled according to the requirements of the Addendum and Amendment, in the event that obligations imposed by the terms of the Addendum and Amendment are delayed or rendered impossible or impracticable due to temporary impairment of health or other conditions beyond the control of the stipend recipient.
- F. Stipend shall either be converted to whole or partial scholarships in accordance with this subsection, or repaid in accordance with this subsection, or repaid in accordance with this subsection and the provisions of Section VII, below.

VII. LOAN OPTION

- A. Should the stipend recipient abandon or abrogate service, then the stipend recipient shall repay his/her stipend (principal and interest thereon) in sixty (60) or less equal monthly consecutive installments commencing one (1) month after graduation or termination of attendance as a full-time nursing student as defined/determined and certified by the Dean or the Department Chair of the Nursing Program at which the nursing student/stipend recipient is enrolled or termination of full-time teaching or termination of other deferment.
- B. The rate of interest charged a stipend recipient on the unpaid balance is at the current Federal Stafford Loan rate at the time of the occurrence of the event, commencing one (1) month after graduation or termination of attendance as a full-time nursing student as defined/determined and certified by the Dean or the Department Chair of the Nursing Program at which the nursing student/stipend recipient is enrolled or termination of full-time teaching or termination of other deferment.
- C. If the stipend recipient fails to repay his/her stipend (principal and interest thereon) in sixty (60) or less equal monthly consecutive installments commencing one (1) month after graduation or termination of attendance as a full-time nursing student as defined/determined and certified by the Dean or the Department Chair of the Nursing Program at which the nursing student/stipend recipient is enrolled or termination of full-time nursing service or termination of other deferment, all principal and interest outstanding, together with costs of collection shall become immediately due and payable and demand shall be made by mailing the same to the obligor at the last address furnished by said obligor. Should payment of the sum due not be made in full within thirty (30) days, on the 30th day following the date demand was made, the Addendum and Amendment executed by the obligor shall be placed with an attorney for collection. At this point the obligor shall become liable for reasonable attorneys' fees and court costs in addition to the other sums due and owing.

VIII. DEATH/TOTAL AND PERMANENT DISABILITY/BANKRUPTCY

A. Death

1. If an individual stipend recipient dies and that stipend recipient has elected to repay by service as specified in Section VI. D. 1 and 2, then the stipend recipient's obligation to make any further payments of principal and interest on the Stipend is canceled.
2. The Board may determine that such a stipend recipient has died on the basis of a 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 stipend recipient's obligation on the stipend is canceled only upon a determination by the Board on the basis of other evidence that the Board finds conclusive.

¹Full Time as used in paragraph VI. D. 1 is understood by the parties to mean that the instructor shall maintain the normal full-time work schedule where the instructor is employed.

3. Once the Board has determined that such a stipend recipient has died, the Board may not attempt to collect on the stipend from the stipend recipient's estate.

B. Total and Permanent Disability

1. If the Board determines that an individual stipend recipient is totally and permanently disabled, the stipend recipient's obligation to make any further payments of principal and interest on the stipend is canceled. A stipend recipient is not considered totally and permanently disabled on the basis of a condition that existed before he/she applied for the Stipend, unless the stipend recipient's condition has substantially deteriorated since he/she submitted the Stipend application, so as to render the stipend recipient totally and permanently disabled.
2. After being notified by the stipend recipient or the stipend recipient's representative that the stipend recipient claims to be totally and permanently disabled, the Board shall promptly request that the stipend recipient or the stipend 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 stipend 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 stipend recipient is totally and permanently disabled. After receiving the physician's certification or letter, the Board may not attempt to collect from the stipend recipient.
3. If the Board determines that a stipend owed by a stipend 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, described in paragraph [B](2) of this section, within 60 days of the receipt of the physician's letter 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.

C. Bankruptcy

Stipend made pursuant to the Nursing Teacher Stipend Program are nondischargeable in bankruptcy.

IX. WARRANTY

The acceptance of a Nursing Teacher Stipend shall be deemed equivalent to an appointment by each stipend recipient of the Secretary of State of the State of Mississippi to be his/her true and lawful attorney, 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, and growing out of any breach of Contract and Note by the stipend recipient for failure to fulfill his/her Contract and Note with the Board or to repay the Nursing Teacher Stipend 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.

X. TO THE EXTENT THE PROVISIONS OF THESE RULES AND REGULATIONS, AMENDED, CONFLICT WITH THE NURSING EDUCATION LOAN/SCHOLARSHIP PROGRAM, THE PROVISIONS OF THESE AMENDED RULES AND REGULATIONS SUPERSEDE AND CONTROL.