

GRADUATE AND PROFESSIONAL DEGREE 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"). 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. All completed required documents received on or before March 31st, will be given first consideration in the award process.

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 twelve months to attend school or fulfill military obligations. Questions of residency will be decided by the Board.
- B. Must be enrolled full time in an undergraduate, professional, or graduate degree program in a health-related profession of study which is not available in a regularly supported institution of higher learning in Mississippi. The approved professions include Chiropractic Medicine, Orthotics/Prosthetics and Podiatric Medicine.
- C. Dependent on availability of funds, selection shall be based on a first-come, first-served basis of all eligible applicants.
- D. The institution which the applicant desires to attend must be accredited by the regional accrediting agency of the region in which it is located, and it must grant an accredited degree in the field of study the applicant desires to pursue if such accreditation is available. Professional programs must be accredited by the recognized professional accrediting organization.
- E. Must enter into a Contract and Note with the Board pursuant to these Rules and Regulations and all applicable to State Laws.
- F. Must not have presently or previously defaulted on an educational loan.

II. REQUIREMENTS FOR LOAN/SCHOLARSHIP APPLICANT

Along with the on-line application, the following documents must be submitted:

- A. Official academic transcript from the school/college/university last attended. The transcript must report grades from **all** schools/colleges/universities attended. If the transcript **does not** report grades from **all** schools/colleges/universities attended, then individual transcripts **must** be submitted.
- B. **Proof of current Mississippi residency.** Proof may be any **two** of the following documents: Proof of current valid Mississippi driver's license, a copy of pages one (1) and (2) of the State of Mississippi Tax Return for the current tax filing year; and the electronic results from the filing of the Free Application for Federal Student Aid; or other documents approved by the Mississippi Office of Student Financial Aid; and
- C. An official letter of acceptance from the educational institution the applicant plans to attend, showing date admitted and entering classification.
- D. **One** executed and dated copy of the Contract.
- E. **One** executed and **notarized** copy of the Rules and Regulations.

III. AMOUNT AND LENGTH OF LOAN/SCHOLARSHIP

- A. The Loan/Scholarship is paid in installments at the beginning of each term.
- B. Length of time of reimbursement is based upon the normal time required to complete the degree curriculum designated by the institution the recipient is attending.
- C. Checks shall be made either co-payable to the recipient and the school or to the school and mailed directly to the school, to be applied first toward tuition.

IV. RECIPIENTS IN SCHOOL

- A. Recipient must maintain good standing in an accredited educational institution approved by the Board at all times.
- B. Should a recipient fail, withdraw, or have to repeat any course, he/she is suspended from participation in the Program and his/her awards are stopped until such time he/she submits an official transcript sent directly by the educational institution evidencing a passing grade in all subjects.
- C. Recipient must at all times keep the Mississippi Office of State Student Financial Aid informed of any change of address and phone number. Recipient will furnish a correct, complete home address and phone 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 Graduate and Professional Degree Loan/Scholarship.

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.
 - 2. 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 and approved by the Board on a year-to-year basis (annually).
 - 4. Immediately upon completion of **REQUIRED** military service, recipient must elect among the options for repayment or service repayment and notify the Board of such election.
 - 5. If a 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 recipient obligates himself/herself to **VOLUNTARY** military service prior to, during, or after the award of the Graduate and Professional Degree Loan/Scholarship, 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 and approved training are completed, a 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 recipient may not defer his/her service obligation in order to pursue an additional degree.
- B. If a recipient is unable to successfully take and pass the appropriate licensure examination within one (1) calendar year, the unpaid principal and interest 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 Federal Stafford Loan rate at the time of the occurrence of the event.
- C. Within sixty (60) days prior to completion of education and approved training, the recipient will furnish to the Board the proposed site of employment, and expected date to begin employment. It is fully understood that it is the responsibility of the Loan/Scholarship recipient to seek and secure acceptable employment. The Board assumes no obligation to perform that function.
- D. If the approved employment proves to be unsatisfactory, the recipient may request change of employment from the Board. **NO CHANGE IS TO BE MADE PRIOR TO BOARD APPROVAL.** The new location of employment must likewise be within the State of Mississippi.
- E. Recipient is obligated to devote his/her full time in his/her health-related profession in Mississippi while performing one or more of the following conditions (**REQUIRED** military service excepted):
 - 1. In lieu of payment in full of both principal and interest, a loan recipient may elect to repay by entry into full-time¹ employment in his/her profession equal to the period provided by the Loan/Scholarship award. However, the period of service to be performed shall never be less than twelve (12) consecutive months, regardless of the length of study provided under this Loan/Scholarship.
 - 2. In the alternative, in the event of abandonment or abrogation of the option for repayment as provided for in VI. E. 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 and approved training or termination of attendance as a full-time student or termination of service employment or termination of other deferment.
- F. Designate, by written agreement, a time in the future when the obligations shall be fulfilled according to the requirements of the Contract and Note, in the event that obligations imposed by the terms of the Contract and Note are delayed or rendered impossible or impracticable due to temporary impairment of health or other conditions beyond the control of the recipient.
- G. Loans 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.
- H. If a recipient chooses an ineligible location in which to work, then that person shall immediately become liable to the Board for the amount remaining of unpaid principal and interest due and payable and 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.

VII. LOAN OPTION

- A. Should the recipient abandon or abrogate service, then the recipient shall repay his/her loan (principal and interest thereon) 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 student or termination of service employment or termination of other deferment.

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

- B. The rate of interest charged a loan recipient shall be 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 student or termination of service employment or termination of other deferment.
- C. If the recipient fails to repay his/her loan (principal and interest thereon) 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 student or termination of service employment 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 Contracts and Notes executed by the obligor shall be placed with an attorney for collection. At this point the obligor shall become liable for reasonable attorney's 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 recipient dies and that recipient has elected to repay by service as specified in VI. E. 1 and 2, then the recipient's obligation to make any further payments of principal and interest on the loan is canceled.
2. The Board may determine that such a 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 recipient's obligation on the loan is canceled only upon a determination by the Board on the basis of other evidence that the Board finds conclusive.
3. Once the Board has determined that such a recipient has died, the Board may not attempt to collect on the loan from the 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, unless the recipient's condition has substantially deteriorated since he/she submitted the loan 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, 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

Loans made pursuant to the Graduate and Professional Degree Loan/Scholarship Program are non dischargeable in bankruptcy.

IX. WARRANTY

The acceptance of the Graduate and Professional Degree Loan/Scholarship shall be deemed equivalent to an appointment by each 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 recipient for failure to fulfill his/her Contract and Note with the Board or to repay the Graduate and Professional Degree 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.