

**TEACHER QUALITY ENHANCEMENT PROGRAMS
TITLE II, HIGHER EDUCATION ACT (HEA)
SCHOLARSHIP TERMS AND CONDITIONS**

SECTION I: RECIPIENT SECTION

Name (last, first, middle initial):

Permanent Address (street, city, state, zip code):

Date of Birth:

Area Code/Phone Number:

Cell Phone Number:

E-Mail Address:

Social Security Number:

SECTION II: INSTITUTION SECTION

Part A

Name of Institution:

Address (street, city, state, zip code):

Institution's DUNS Number:

Name of Contact (last, first, middle initial):

Area Code/Phone Number of Institution Contact:

E-mail Address of Institution Contact:

Part B

Amount of Title II, HEA Funds Awarded as Scholarship:

Period of Scholarship:

Recipient Enrolled as Percentage of Full-Time Equivalent Student:

ED Grant Award Number:

Scholarship Award Date:

SECTION III: TERMS AND CONDITIONS

A. Applicable Law

The terms of this agreement and any scholarship assistance received with funds provided under Title II, sections 202- 204, of the Higher Education Act of 1965, as amended (the “Act”) that the recipient receives will be interpreted in accordance with Title II, section 204, of the Act and any applicable Federal regulations. Section 204 of the Act embodies the Teacher Recruitment Program, whose purpose is to address the severe shortages of qualified teachers in many school districts and schools throughout the nation.

B. Purpose of the Scholarship – the Recipient’s Service Obligation

Section 204(e) of the Act authorizes institutions and States that receive Teacher Recruitment Program funds from the U.S. Department of Education (the Department) to use these funds to provide scholarships to qualified individuals who agree to become teachers and then work in school districts and schools that face a serious teacher shortage. Similarly, sections 202(d)(7) and 203(e)(4) of the Act authorize States and institutions that receive State or Partnership Program grants respectively to use these funds to carry out activities permitted under the Teacher Recruitment Program. Therefore, recipients of scholarships provided with federal funds under these two programs also are subject to the requirements of section 204(e) of the Act.

Consistent with section 204(e), the recipient accepts the scholarship with the understanding that it carries with it a service obligation. More specifically, in exchange for the scholarship, the recipient agrees upon graduating from the institution’s teacher training program to teach in a “high-need school” of a “high-need local educational agency (hereinafter “high-need school district”) for at least as long as the period for which the recipient receives scholarship assistance. The recipient understands that the period of time for which he or she receives scholarship assistance will be determined in comparison to full-time enrollment in the teacher preparation program (exclusive of summers). Similarly, the recipient understands that the period of time he or she must teach in a high-need school of a high-need school district will be determined in comparison to what the school district considers to be teaching on a full-time basis. Full-time basis does not include summers or optional intersession periods for those school districts that operate year-round programs.

The recipient also understands that the institution has received funds from the Department of Education to provide teacher recruitment services to the scholarship recipient and so, consistent with section 204 of the Act, is responsible among other things for --

1. Providing support services, if needed, to help the recipient complete the teacher training program;
2. Working with one or more high-need school districts, to secure placement of the scholarship recipient, upon his or her graduation, into a teaching position at a high-need school in the school district; and
3. Working with the high-need school and school district in which the recipient begins to teach to provide the recipient with follow-up services during his or her first three years of teaching.

C. Recipient's Retention of Scholarship Assistance for Meeting the Service Obligation

The recipient does not have to repay to the Department the scholarship provided with funds under Title II of the Act if the Department determines that the recipient has fulfilled his or her service obligation. To determine that the recipient has met the service obligation, the Department must receive information to confirm that the recipient (1) within six months of graduation from the teacher training program, is teaching in a high-need school of a high-need school district; and (2) continues teaching in a high-need school of a high-need school district for a period of time that is equivalent to the period of time for which the recipient receives this scholarship assistance.

So that the Department may obtain the information it needs to make these determinations, the recipient agrees within six (6) months of graduating from the institution's teacher training program to have the high-need school district in which he or she is teaching provide to the Department information as the Department may require that confirms:

1. The school and school district in which the recipient is teaching are "high-need" as defined in the "**Definition of High-Need School District and High-Need School,**" below; and
2. The recipient is teaching on a full-time basis or, if teaching on a part-time basis, the amount of time the recipient is teaching as a percentage of the time spent teaching by the district's full-time teachers.

Before graduating, the institution will provide the recipient written guidance that explains the information the recipient must have the school district provide the Department, and the date or dates that this information is due.

[NOTE: To prevent a scholarship recipient becoming liable for repaying the scholarship and interest because of a school district's delay in forwarding the required employment information to the Department, the Department also will accept employment information directly from the recipient. In this case, within six months of graduating from the teacher preparation program, the scholarship recipient must submit to the Department (1) a notarized statement that he or she has asked the district to provide the needed information and the date this request was made, and (2) a copy of the personal and employment information that the district has been asked to submit.

When a scholarship recipient chooses the second option, the Department's determination that he or she is meeting the service obligation is only provisional. Until the district provides the information, the scholarship recipient retains a continuing responsibility to work to get the district to submit it as soon as possible.]

Scholarship recipients who attend the institution on a part-time basis must teach in a high-need school of a high-need school district for a period that is comparable to the full-time equivalent period that the student receives scholarship assistance. The Department treats both the full academic year of the teacher training program, excluding summer, and the full academic year of the school district in which the recipient will teach, excluding summers and any intersession periods (for school districts that operate year-round programs), as equivalent one-year periods of time.

EXAMPLE: An individual receives a scholarship for the costs of attending a teacher preparation program on a part-time basis. While the program extends for two full years of coursework and clinical experience, the scholarship recipient is enrolled part-time, and completes the program in three years. The Department would consider the period for which the individual receives a scholarship as two academic years.

Upon graduation, the individual begins teaching half time in a high-need school of a high-need school district after receiving the two full years of scholarship support. If the individual continues to teach half time, he or she would meet the program's service obligation by teaching in a high-need school of a high-need school district for the standard contractual period of four school years. This four-year period is equivalent to the period that a full-time teacher would teach for two full school years.

At the end of each school year, the recipient will have the high-need school district in which he or she teaches provide the Department with information to confirm that the recipient has taught for the preceding period in a high-need school. [The Department alternatively accepts the same kind of notarized statement and accompanying information that is described in the "NOTE" at the bottom of the preceding page and top of this page regarding the initial employment information that the Department needs.] The Department will provide the recipient with credit toward meeting the service obligation for time that a high-need school district confirms the recipient has taught in a high-need school of a high-need school district during a summer period (or intersession period for districts that operate year-round programs).

Until the Department notifies the recipient that he or she has met the service obligation, at the beginning and end of each subsequent academic year the recipient will continue to have the high-need school district inform the Department whether the recipient is teaching in a high-need school. The recipient will have the school district provide this information on or before October 1 and within seven days of the end of the school year, respectively.

Before graduation, the institution will provide the recipient forms that contain the information that the school districts will need to provide to the Department.

D. Definition of High-Need School District and High-Need School

For purposes of this agreement, a “high-need school district” is a school district that meets one of the following definitions:

1. A school district with at least one school –

In which 40 percent or more of the enrolled students are eligible for free and reduced lunch subsidies, or

That otherwise is eligible, without receipt of a waiver, to operate as a schoolwide program under Title I of the Elementary and Secondary Education Act.

2. A school district that has at least one school where –

More than 34 percent of academic classroom teachers overall (across all academic subjects) do not have a major, minor, or significant course work in their main assignment field; or

More than 34 percent of the main assignment faculty in two of the core-subject departments do not have a major, minor, or significant course work in their main assignment field.

(For purposes of the definition above, “main assignment field” means the academic field in which teachers have the largest percentage of their classes.

“Significant course work” means four or more college- or graduate-level courses in the content area.)

3. A school district that serves a school whose attrition rate among classroom teachers was 15 percent or more in the last three school years.

For purposes of this Agreement, a “high-need school” is an elementary or secondary school that meets one of the three tests that enables a school district to be considered a “high-need school district.”

E. Deferral of Service Obligation

The Department may defer the scholarship recipient’s responsibility to teach in a high-need school of a high-need school district if the recipient provides satisfactory information to confirm that he or she –

1. Suffers from a serious physical or mental disability that temporarily prevents or impairs the scholarship recipient from working as a teacher;

2. Is a member of the Armed Forces of the United States on active duty;
3. Is conscientiously seeking but is unable to secure employment (for reasons that may include the failure to pass a required teacher certification or licensure examination) as a teacher in a high-need school of a high-need school district;
or
4. Is affected by other extraordinary circumstances that prevent the scholarship recipient from securing such employment.

The recipient must apply to the Department for a deferment of the service obligation. The recipient must do so within six (6) months of his or her graduation (or withdrawal) from the teacher training program or, if the recipient has already begun teaching in a high-need school of a high-need school district, within six (6) months of the date he or she no longer teaches in this school. Unless the Department determines otherwise, the recipient must apply to the Department to renew a deferment on a yearly basis. Deferments for military service may not exceed three years. During the period of any deferment, the recipient agrees to provide the Department with current information (including updating information) on the recipient's home address and phone number, and work address and phone number.

The obligation to repay the scholarship, as set forth below in **“Repayment for Failure to Meet Service Obligation,”** is not deferred until the Department determines that a deferment is appropriate.

F. Repayment for Failure to Meet Service Obligation

The recipient agrees to repay to the Department the full amount of the scholarship (with accrued interest and costs of collection, if any, as described below) if he or she does not –

1. Meet the service obligation or reporting requirements identified above in **“Recipient's Retention of Scholarship Assistance for Meeting the Service Obligation;”** or
2. Receive a deferment of this obligation as explained above in **“Deferment of Service Obligation.”**

If the scholarship recipient does not teach in a high-need school of a high-need school district within six (6) months of his or her graduation from the teacher preparation program, the recipient becomes obligated to repay the scholarship six (6) months after the date of completion of the teacher training program.

If the scholarship recipient withdraws from the teacher preparation program prior to graduating, the recipient becomes obligated to repay the scholarship six (6) months after his or her withdrawal from the program.

If upon graduation from the institution's teacher preparation program the scholarship recipient teaches in a high-need school of a high-need school district for a period that is **less than** the period of his or her service obligation, the recipient becomes responsible for repayment of the percentage of the scholarship (and interest that accrues on this portion of the scholarship) equal to the percentage of the period for which the service obligation was not fulfilled.

EXAMPLE: An individual receives a scholarship in the total amount of \$10,000 to attend a teacher preparation program for two academic years. The individual graduates from the program, and works in a high-need school of a high-need school district for one full school year. The individual then moves, and takes a teaching position in a school and school district that are not high-need.

The individual has fulfilled one-half of his or her service obligation, and so must repay one-half of the scholarship, plus interest that accrues on this amount beginning six months after graduation from the teacher preparation program (see **"Interest,"** below), and any costs of collection. This indebtedness attaches to the recipient six months after the individual is no longer employed as a teacher in the high-need school of a high-need school district.

Until the scholarship recipient either satisfies the service obligation or repays the scholarship, interest, and costs of collection, if any, the recipient agrees to provide the Department a current home address and telephone number, and a current work address and telephone number, as well as other needed identifying information. In addition, the recipient understands that the Department, the institution, and the high-need LEA are or will be using the recipient's social security number so that the Department can, if necessary, secure payment of these amounts from the recipient if he or she fails to meet the service obligation.

G. Availability of Monthly Payment Schedule

Upon request, the Department will provide to the recipient a monthly payment schedule. Unless, for cause, the Department establishes another repayment schedule, the schedule will require the recipient to repay the Department the full amount of the scholarship and accrued interest in minimum monthly payments of no less than \$50 per month. However, the payment schedule must enable the recipient to repay all scholarship and accrued interest that is due within ten years of the date the recipient becomes responsible for repaying these amounts.

The first payment will be due 30 days after the Department notifies the recipient of the payment schedule, or at such subsequent time that the Department may identify.

H. Interest

In accordance with 31 U.S.C. 3717 and 34 CFR Part 30, the recipient agrees to pay interest on the unpaid balance that the scholarship recipient owes for failure to meet the service obligation. Interest will begin to accrue as of the date the recipient becomes responsible for repayment of the scholarship. See **"Repayment for Failure to Meet Service Obligation,"** above. No interest is charged for the period of time that precedes the date on which the scholarship recipient becomes

responsible for repayment. Interest accrues during any period in which the Department defers the service obligation, but is waived if the scholarship recipient completes the service obligation.

The Department will notify the recipient of the prevailing interest rate at the time a repayment schedule is established.

I. Collection of Defaulted Repayment Obligation

The Department may take any action authorized by law to collect the amount of scholarship, accrued interest and collection costs, if any, on which a scholarship recipient obligated to repay under this section has defaulted. Actions available to the Department include, but are not limited to, filing a lawsuit against the recipient, reporting the default to national credit bureaus, and requesting the Internal Revenue Service to offset the recipient’s Federal income tax refund.

J. Discharge of a Required Repayment

The Department discharges an obligation to repay the scholarship and interest of a scholarship recipient who has died or who demonstrates to the Department’s satisfaction that, because of permanent physical or mental disability, he or she is not employable as a teacher.

Upon receipt of acceptable documentation and approval of the discharge request, the Department returns to the scholarship recipient, or for a discharge based on death, the recipient’s estate, those payments received after the date the eligibility requirements for discharge were met and prior to the date the discharge was approved. The Department also returns any payments received after the date the discharge was approved.

K. Exit Conference

Before the recipient graduates, withdraws from the institution, or withdraws from the teacher preparation program, the institution will provide the recipient an opportunity to review fully the terms and conditions of this scholarship.

My signature certifies that I have read, understand, and agree to the terms and conditions of this scholarship agreement.

Scholarship Recipient’s Signature

Date:

Name of Scholarship Recipient:

Authorized Institutional Official Signature

Date:

Name of Official:

Title:

Privacy Act Notice

The Privacy Act of 1974 (5 U.S.C. 552a) requires that the following notice be provided to you. The authority for collecting the requested information from and about you is Title II, Section 204(e) of the Higher Education Act of 1965, as amended by the 1998 Higher Education Amendments, and 31 U.S.C. Chapter 37. We request your Social Security Number (SSN) under this authority in order to accurately track your records and to differentiate your teaching and financial obligation from other program participants who may have the same name as you. You are advised that your participation in the Teacher Quality Enhancement Grants scholarship program is voluntary and that giving us your SSN is voluntary, but you must provide the requested information, including your SSN, to participate. The information will be used to ensure that recipients of scholarships provided with funds under Title II of the Higher Education Act subsequently: (1) complete a teacher education program and teach in a high-need school of a high-need local educational agency for a period of time equivalent to the period for which the recipient received scholarship assistance; or (2) repay the amount of the scholarship. The information in your records may be disclosed to third parties as authorized under routine uses in the appropriate systems of records, either on a case-by-case basis, or, if the Department has complied with the computer matching requirements of the Privacy Act, under a computer matching agreement.

The routine uses of this information include sending the information, in the event of litigation, to the Department of Justice (DOJ), a court, adjudicative body, counsel, party, or witness if the disclosure is relevant and necessary to the litigation. If this information, either alone or with other information, indicates a potential violation of law, we may send it to the appropriate authority for action. We may also send this information to law enforcement agencies if the information is relevant to any enforcement, regulatory, investigative, or prosecutorial responsibility within the receiving entity's jurisdiction. We may send information to the Department of Treasury and to credit agencies to verify the identity and location of the debtor and to the Department of Treasury, collection agencies, and employers of the scholarship recipient in order to service or collect on the debt. We may send information to members of Congress if you ask them to help you with questions related to this Program. In circumstances involving employment complaints, grievances, or disciplinary actions, we may disclose relevant records to adjudicate or investigate the issues. If provided for by a collective bargaining agreement, we may disclose records to a labor organization recognized under 5 U.S.C. Chapter 71. If necessary for the Department to obtain advice from the DOJ, we can disclose information to the DOJ. We may disclose information to the DOJ or the Office of Management and Budget (OMB) to help us determine whether the Freedom of Information Act requires the disclosure of particular records. We can disclose records to contractors if we contract with an entity to perform functions that require the disclosure of the records. Disclosures may also be made to qualified researchers under Privacy Act safeguards. Finally, disclosures may be made to OMB as necessary under the requirements of the Credit Reform Act. You must provide all of the information requested in order to have your request for tuition reimbursement processed.

Public Burden Statement

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless such collection displays a valid OMB control number. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The obligation to respond to this collection is required to obtain or retain a benefit. The authority for collecting the requested information from and about you is Title II, Section 204(e) of the

Higher Education Act of 1965, as amended by the 1998 Higher Education Amendments, and 31 U.S.C. Chapter 37. We request your Social Security Number (SSN) under this authority in order to accurately track your records and to differentiate your teaching and financial obligation from other program participants who may have the same name as you. You are advised that your participation in the Teacher Quality Enhancement Grants scholarship program is voluntary and that giving us your SSN is voluntary, but you must provide the requested information, including your SSN, to participate.

Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the U.S. Department of Education, 400 Maryland Ave., SW, Washington, DC 20210-4537 or e-mail ICDocketMgr@ed.gov and reference the OMB Control Number 1840-0753. Note: Please do not return the completed Scholarship Terms And Conditions to this address.