

Title 10: Education Institutions and Agencies

Part 683: Teacher Education Scholars Alternate Route Certification Forgivable Loan (TESA) Rules and Regulations

Part 683 Chapter 1: Teacher Education Scholars Alternate Route Certification Forgivable Loan (TESA) Rules and Regulations

Rule 1.1 Teacher Education Scholars Alternate Route Certification Forgivable Loan Program (TESA) Rules and Regulations. These Rules and Regulations are subject to change by the Mississippi Postsecondary Education Financial Assistance Board (hereinafter referred to as the "Board"). New Teacher Education Scholars Alternate Route Certification Forgivable Loan (TESA) awards will be made subject to the availability of funds, and selection shall be based on a first-come, first-served basis of all eligible applicants.

I. GENERAL ELIGIBILITY

- A. The applicant must meet all eligibility requirements and be fully admitted as a regular student and enrolled in one of the following alternate route programs approved by the State Board of Education:
 - 1. Mississippi Alternate Path to Quality Teachers (MAPQT)
 - 2. Teach Mississippi Institute (TMI)
 - 3. Masters of Arts in Teaching (MAT)
 - 4. American Board for Certification of Teacher Excellence (ABCTE)
- B. The applicant must hold a bachelor's degree (non-education) from a regionally or nationally accredited postsecondary institution.
- C. The applicant must have earned a minimum 3.0 college grade point average (GPA) on a 4.0 scale on the final sixty (60) credit hours of baccalaureate work, as reported by the graduating institution.
- D. The applicant must have expressed in writing a present intention to teach in the State of Mississippi in a public school/district or public charter school, and must diligently pursue the course of study and requirements for the appropriate license and employment.
- E. The applicant must not presently or previously have defaulted on an educational loan.

II. APPLICATION REQUIREMENTS FOR FORGIVABLE LOAN APPLICANT

- A. Complete an application online at www.mississippi.edu/financialaid. Applications will be accepted on a rolling basis. New awards will be made subject to the availability of funds, and selection shall be based on a first-come, first-served basis of all eligible applicants.
- B. Submit a copy of the applicant's letter of acceptance or other proof of acceptance into one of the approved alternate route programs of study. The letter of acceptance should indicate that the applicant has been fully admitted or admitted as a regular student. Provisional or conditional admission is not accepted.
- C. Submit proof of a minimum 3.0 college grade point average (GPA) on a 4.0 scale on the final sixty (60) credit hours of baccalaureate work. The required non-cumulative GPA should be calculated by the graduating institution and submitted to the Board. The Board will not calculate the non-cumulative GPA based on submission of a cumulative transcript.
- D. Participate in Entrance Counseling, signify understanding of the TESA Rules and Regulations, enter into a Contract and Note with the Board pursuant to the applicable Rules and Regulations and all applicable State laws, and complete, sign and return the Self Certification of a Private Loan form prior to the disbursement of funds. *Note: The Contract and Note will be issued once the applicant has been awarded. Funds will not be disbursed until the Contract and Note has been signed.*

III. AMOUNT AND LENGTH OF FORGIVABLE LOAN

- A. The amount of the annual award shall equal the published cost of the approved alternate route program in which the student is enrolled, not to exceed \$5,000. For students enrolled in MAT programs, the TESA award shall cover only the published cost of the 12 credit hours needed to obtain a renewable five-year Class A Mississippi Educator License.
- B. Students may receive funds to participate in only one of the approved alternate route programs of study and may receive only one award.
- C. Awards shall be disbursed directly to the school of attendance or alternate route education provider, upon receipt of an invoice. It is the responsibility of the award recipient to submit invoice(s) to the Board for payment.
- D. TESA recipients are expected to complete the certification process in a timely manner, regardless of the amount of time allowed for completion of the process by a given program of study. Therefore, if an award recipient is billed in multiple invoices for a single program of study, the award recipient must submit all

subsequent invoices to the Board within fifteen (15) calendar months of the date of the original invoice submission.

- E. Recipients of the Critical Needs Teacher Forgivable Loan (CNTF), the William Winter Teacher Forgivable Loan (WWTS), and the Teacher Education Scholars Forgivable Loan (TES) are not eligible for TESA funds. Recipients of the Critical Needs Alternative Route Teacher Forgivable Loan (CNAR) or the William Winter Alternate Route Teacher Forgivable Loan (WWAR), who meet all TESA eligibility requirements, may be eligible for TESA funds. Such recipients will be required to repay both loans according to the terms of their contracts, but may not fulfill the service requirement for both programs concurrently.

IV. RECIPIENT RESPONSIBILITIES

- A. The TESA award recipient is responsible for submitting invoices to the Board for payment.
- B. A TESA recipient must maintain good standing in the alternate route program of study in which he/she is enrolled at all times.
- C. A TESA recipient must complete an approved alternate route program of study and obtain a renewable five-year Class A Mississippi Educator License. A TESA recipient who fails to complete an approved alternate route program of study or fails to obtain the appropriate license shall immediately become liable to the Board for the sum of all outstanding TESA awards, plus a penalty of 5% of the outstanding principal, and interest on the combined outstanding principal and penalty.
- D. While receiving funds, the TESA recipient must at all times keep the Board informed of the recipient's current, correct, and complete contact information. This information may be updated via the TESA recipient's student account online at www.mississippi.edu/financialaid. Once in repayment, the TESA recipient must at all times keep the Board or its loan servicer informed of the recipient's current, correct, and complete contact information until the debt is completely satisfied.
- E. A TESA recipient should address in writing to the Board or its loan servicer any special circumstances regarding withdrawal from the program of study or failure to complete the approved program of study.

V. REPAYMENT

- A. A TESA forgivable loan recipient enters repayment when the recipient completes the approved program of study, withdraws from school, or fails to complete the approved program of study. The recipient may satisfy his/her forgivable loan debt either by cancellation through service or by loan repayment.

B. Cancellation through Teaching Service

1. A TESA forgivable loan recipient must meet all of the following criteria to qualify for debt cancellation through teaching service:
 - a) Obtain the appropriate educator's license, as determined by the State Board of Education.
 - b) Teach full-time, as defined by the State Board of Education. Qualifying positions include teacher and school librarian; invalid positions include, but are not limited to, the following: assistant teacher, full-time substitute, high school counselor, curriculum specialist or administrator.
 - c) Teach in grades kindergarten through twelve (K-12) in a Mississippi public school or public charter school. *NOTE: It is fully understood that it is the responsibility of the forgivable loan recipient to seek and secure employment. Prospective teachers may contact the Mississippi Teacher Center for placement assistance at www.mde.k12.ms.us/mtc.*
2. A TESA forgivable loan debt shall be cancelled on the basis of one year's service for one annual forgivable loan award received. For all TESA recipients, such service shall never be less than one (1) year regardless of the length of study provided under this forgivable loan.
3. At the time of separation from the approved program of study, unless granted a grace period or other type of deferment, the TESA forgivable loan recipient must request in writing a deferment of the accrual of interest and repayment of principal and penalty for purposes of completing the service option. The service deferment request must be accompanied by evidence of appropriate employment as defined in Section V.B.1.
4. At the end of each service deferment period, the TESA forgivable loan recipient must request in writing a cancellation of the equivalent of one annual award.
5. The service deferment and cancellation must be requested in writing and approved each year until the debt is fully satisfied.

C. Loan Repayment

1. Unless granted a grace period or other deferment, a TESA forgivable loan recipient shall become liable to the Board for the sum of all TESA forgivable loan awards made to that person less the corresponding amount of debt previously cancelled through service, plus a penalty of 5% of the

outstanding principal, and interest on the combined outstanding principal and penalty, immediately at the time of occurrence of one of the following events:

- a) The recipient withdraws from school;
 - b) The recipient fails to complete the approved program of study;
 - c) The recipient fails to obtain the appropriate license; or
 - d) The recipient fails to complete the service option defined in Section V.B.
2. At the time of the occurrence of one of the events outlined in Section V.C.1. or upon termination of a grace period or other deferment, a 5% penalty will be applied to the sum of all TESA forgivable loan awards made to the recipient less any amount previously cancelled through service.
 3. The rate of interest charged a TESA forgivable loan recipient on the combined outstanding principal and penalty shall be the current unsubsidized Federal Stafford Loan rate at the time of occurrence of one of the events outlined in Section V.C.1. or upon termination of a grace period or other deferment.
 4. Interest begins accruing at the time of occurrence of one of the events outlined in Section V.C.1. or upon termination of a grace period or other deferment, and repayment commences one (1) month after the occurrence of the event.
 5. Forgivable loan recipients must repay the loan (principal, penalty, and interest thereon) in 60 or less equal consecutive monthly installments. If the recipient fails to repay his/her loan (principal, penalty, and interest thereon) in 60 or less equal consecutive monthly installments, all principal, penalty, 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 from the date demand was made, the Contract and Note executed by the obligor shall be placed with a collection agency or an attorney for collection, at which point the obligor shall become liable for reasonable collection or attorneys' fees, which may be based on a percentage of the amount of the debt, and court costs, in addition to the other sums due and owing.

- D. The obligations made by the recipient of this forgivable loan shall not be voidable by reason of the age of the student at the time of receiving the forgivable loan.
- E. Special circumstances regarding a recipient's failure to complete the service option and/or fulfill the loan obligation should be addressed in writing to the Board or its loan servicer.

VI. GRACE PERIOD AND OTHER DEFERMENTS

A. Grace Period

- 1. Upon completion of the approved program of study, the TESA forgivable loan recipient will be granted a 12-month grace period, during which the recipient should obtain the appropriate license and secure appropriate employment as defined in Section V.B.1.
- 2. A TESA forgivable loan recipient who does not complete the approved program of study will not be granted a 12-month grace period and will enter repayment immediately upon separation from the approved program of study.

B. Temporary Disability Deferment

- 1. A TESA forgivable loan recipient in repayment who is unable to secure or continue employment because of temporary total disability may request deferment of the accrual of interest and the repayment of principal and penalty. To qualify, a recipient must be unable to work and earn money due to the disability for at least sixty (60) days, or be providing continuous care for a dependent or spouse during a period of at least (90) consecutive days.
- 2. The temporary disability deferment must be requested in writing to the Board or its loan servicer and must be accompanied by certification from a doctor of medicine or osteopathy who is legally authorized to practice medicine.
- 3. The temporary disability deferment must be requested by the recipient and approved every six (6) months throughout the duration of the deferment and condition for a total period of time not to exceed three (3) years.

C. Military Service Deferment

- 1. In terms of military service the following definitions shall apply:
 - a) **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 under the TESA program.

- b) 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.
2. A TESA forgivable loan recipient shall be eligible for deferment of the accrual of interest and the repayment of principal and penalty during the time of required military service.
 3. The military deferment must be requested in writing to the Board or its loan servicer, stating beginning and ending dates of such required military service, and must be accompanied by a copy of the military orders.
 4. The military deferment must be requested by the recipient and approved on a year-to-year basis (annually).
 5. If a recipient continues military service for any reason beyond the REQUIRED time, then that person shall be declared ineligible for military deferment and the remaining unsatisfied principal, penalty, and interest shall become due and payable to the Board according to the terms outlined in Section V.C.
 6. If a recipient obligates himself/herself to VOLUNTARY military service prior to, during, or after the TESA award, then that person shall be declared ineligible for military deferment and the remaining unsatisfied principal, penalty, and interest shall become due and payable to the Board according to the terms outlined in Section V.C.

VII. CANCELLATION OF DEBT

A. Death

1. If an individual recipient dies, then the recipient's obligation to repay the loan or render service is canceled.
2. 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 repayment on the loan is canceled only on a

determination by the Board on the basis of other evidence that the Board finds conclusive.

3. 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, penalty, 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 forgivable loan, unless the recipient's condition has substantially deteriorated since he/she submitted the forgivable 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 and other necessary documents as requested, 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 and other necessary documents as requested and the student is found to be totally and permanently disabled, 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 and other requested documents, as described in Section VII.B.2., within 60 days of the receipt of the documents as described in Section VII.B.2., the Board shall resume collection and shall be deemed to have exercised forbearance of payment of principal, penalty, and interest from the date the Board received the documents described in Section VII.B.2. until such a determination of ineligibility is made by the Board.

C. Bankruptcy

TESA forgivable loans are nondischargeable in bankruptcy.

VIII. WARRANTY

The acceptance of the TESA forgivable loan by each recipient shall serve to appoint the Secretary of State of the State of Mississippi as 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 TESA Forgivable loan, including penalty and 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.

IX. AUTHORIZATION

The acceptance of the TESA forgivable loan shall serve to authorize the Mississippi Office of Student Financial Aid, the Board, and their respective agents and contractors to contact the recipient regarding the recipient's loan request or loan(s), including repayment of loan(s), at the current or any future number the recipient provides for the recipient's cellular phone or other wireless device using automated telephone dialing equipment or artificial or pre-recorded voice or text messages.

Source: *Miss. Code Ann.* § 37-106-79.