



Enhancing Excellence in Teaching Program Contract

For individuals receiving funds for the first time on or after July 1, 2016

Contract for the Award Period

1. AUTHORITY

I, _____, the undersigned, agree to the following terms and conditions of this Contract pursuant to the Excellence in Teaching Act (Sections 85-3102 through 85-3115 of the Revised Statutes of Nebraska (R.R.S.)) and any rules and regulations that the Coordinating Commission for Postsecondary Education (Commission) adopts to carry out the Excellence in Teaching Act.

2. CONDITIONS FOR AWARD PAYMENT

I agree to provide the Commission with the following:

- 1) **Proof of Registration** submitted to the Commission no later than **thirty (30) days** after the beginning of the semester/term. The Proof of Registration should include only the courses identified on the Program of Study submitted with my application. Proof of registration documentation includes a course schedule or unofficial transcript verifying registration. Upon receipt of this information, the Commission will issue a payment to me for an amount equal to \$175.00 for each credit hour of approved coursework.
- 2) **Proof of Coursework Completion** submitted to the Commission no later than **thirty (30) days** after the end of the semester/term for which funds were received. Documentation includes a copy of a grade report or unofficial transcript. Failure to submit this documentation may result in denial of future loan requests under this program and/or commencement of repayment requirements.
- 3) **Proof of Program Completion** submitted to the Commission no later than **sixty (60) days** after the completion of the program for which funds were accepted. **An official transcript is required.**

3. AWARD AMOUNT

Up to \$175.00 per credit hour, up to a maximum of \$3,000, for which registration documentation is provided as described in the Conditions for Award Payment section for classes that BEGIN within the award period above.

4. AWARD FORGIVENESS

For recipients who received EETP funds for the first time **on or after July 1, 2016**:

1. **At the end of the third consecutive year of teaching full-time in Nebraska following completion of the eligible graduate program:**
 - a. The combined total of any EETP funds received will be forgiven in an amount of up to \$1,500.

2. **Beginning with the fourth consecutive year of teaching full-time in Nebraska following completion of the eligible graduate program:**
 - a. For each additional year the borrower teaches full-time in a school NOT classified as a low-income school or very sparse district, the combined total of any EETP funds received will be forgiven in an amount of up to \$1,500.
 - b. For each additional year the borrower teaches full-time in a local school system classified as very sparse, (sparse as defined in Section 79-1003 R.R.S) or in a school building that meets the high poverty guidelines, (teach in a school building that provides free meals to all students pursuant to the community eligibility provision, teach in a school building in which at least forty (40%) percent of the students are poverty students as defined in Section 79-1003 R.R.S., or if I teach in a Nebraska school in which at least 40% of the enrolled students qualify for free lunches) established by the Commission in the year(s) in which loan forgiveness commences, the combined total of any EETP funds received would be forgiven in an amount up to \$3,000.

5. REPAYMENT COMMENCEMENT

The following changes in status will result in repayment commencement within six (6) months of the change in status at the rate fixed pursuant to Section 45-103 R.R.S. **accruing as of the date I sign this Contract:**

- Failure to be employed full-time as a teacher in Nebraska for the time period required for award forgiveness under the above law,
- Failure to continue in or complete the eligible graduate program for which the award was obtained,
- Failure to complete the requirements for program completion within five consecutive years after receiving the initial award,
- Failure to remain enrolled at an eligible institution (as defined below),
- Failure to meet the requirements of an eligible student (as defined below), or
- Failure to provide the Commission with requested annual documentation of course completion.

Failure to provide requested documentation may also result in ineligibility for future payments on the Contract or eligibility for future Enhancing Excellence in Teaching Program awards.

Eligible institution shall mean a not-for-profit college or university which: (1) is located in Nebraska, (2) is accredited by an accrediting agency recognized by the United States Department of Education as determined to be acceptable by the Nebraska State Board of Education, (3) has a teacher education program, and if a privately funded college or university, has not opted out of the Act pursuant to the Excellence in Teaching Act (Sections 85-3102 through 85-3115 (R.R.S.) and any rules and regulations that the Commission adopts to carry out the Excellence in Teaching Act.

Eligible student shall mean an individual who (1) is a certificated teacher employed to teach in Nebraska, (2) is enrolled in an eligible graduate program, (3) is a resident student as described in Section 85-502 R.R.S. or, if enrolled in a privately funded eligible institution, would be deemed a resident student if enrolled in a state-funded eligible institution, and (4) is (a) seeking a degree or added endorsement in a shortage area as defined by the Nebraska Department of Education, (b) seeking a degree in curriculum and instruction, (c) seeking a degree in a subject area in which a secular teaching endorsement is already held, or (d) seeking a degree in a subject area that will result in an endorsement, or applying for approval to teach postsecondary courses by a Nebraska postsecondary educational institution, which the superintendent of the school district or head administrator of the nonpublic school employing the individual believes will be beneficial to the students of the school district or school as evidenced by a statement signed by the superintendent or head administrator.

6. REPAYMENT SCHEDULE

In the event that I fail to meet the requirements to have this loan forgiven and enter repayment on any part of or the entire amount of the loan, I will comply with the repayment schedule as provided by the Commission. Repayment will be made on a monthly basis, allowing for two (2) years of payments for the total loan amount received from all loans under the Enhancing Excellence to Teaching Program. I agree to allow the Nebraska State Treasurer to debit, via the ACH system, my bank account on the 15th day or the next banking day of each month. Checks and money orders will only be accepted for a one-time payment of the outstanding loan balance. I may accelerate payments on all or any part of the loan principal plus accrued interest at any time without penalty.

7. PENALTY

In the event I fail to make a scheduled payment of any installment due, the entire unpaid indebtedness including interest due shall, at the option of the Executive Director of the Commission, become immediately due and payable.

8. DEFERMENT

A deferment of the repayment period may be granted by the Executive Director of the Commission if I meet one of the following conditions:

- A. Serving on active duty as a member of the Armed Forces of the United States, deferment not to exceed three (3) years;
- B. Temporarily totally disabled as established by the sworn affidavit of a qualified physician, deferment not to exceed three (3) years;
- C. Unable to secure employment by reason of the care required by a disabled child, spouse, or parent, deferment not to exceed twelve (12) months; or
- D. Seeking and unable to find full-time employment, deferment not to exceed twelve (12) months.

9. DEFAULT

My failure to either fulfill the terms necessary for award forgiveness or repay the loan shall constitute a default. If I am in default, I may be referred to a collection agency according to Section 45-623 R.R.S.

10. CANCELLATION

The repayment obligation will be canceled if the Executive Director of the Commission determines that I am unable to teach because I am permanently and totally disabled, on the basis of verification from the Social Security Administration, or in the event of my death.

11. OTHER OBLIGATIONS

I am responsible for informing the Financial Aid Office of the institution in which I am enrolled of the award under this program so that appropriate adjustments can be made to my financial aid package provided by the institution.

I am also responsible for informing the Commission of changes to my name and other contact information, place of employment and/or employment status, and changes to the eligible graduate program as identified in the approved EETP Application for Funds.

12. APPLICANT SIGNATURE

I certify that I have read, understand and agree to the terms and conditions listed in this Contract by my signature and my failure to meet them will result in repayment of the award funds plus accrued interest.

Signature:

FOR COMMISSION USE ONLY

Approved on Behalf of the Commission:

\$

Date:

Approved on Behalf of the Coordinating Commission for Postsecondary Education