

R603-1. Purpose: To provide policy and procedures for the administration of the Terrel H. Bell Teaching Incentive Loan Program, ensuring that the Program accomplishes its purpose, which is to recruit outstanding students to teach in prioritized critical areas of need in Utah's public schools, as defined by the Utah State Office of Education's criticality index, and to recognize teaching as a positive career choice.

R603-2. References

- 2.1. Utah Code **Title 53B, Chapter 10** (Terrel H. Bell Teaching Incentive Loans Program)
- 2.2. Utah Code **Title 53A, Chapter 6** (Educator Licensure and Professional Practices Act)

R603-3. Definitions

- 3.1. **"Teaching" or "Work in Utah's Public or Private Schools":** Includes actual classroom instruction, curriculum development, school administration, student counseling, library science, instructional technology, and other similar activities in which the former student uses her or his Program supported training to benefit Utah students.
- 3.2. **"Awards":** Basic awards under the Program which provide payment towards tuition and fees.
- 3.3. **"Program":** Terrel H. Bell Teaching Incentive Loan Program.
- 3.4. **"Grace Period":** A period of time up to two years, commencing after a recipient has graduated and obtained a teaching license, during which time a recipient's repayment obligations are stayed so long as the recipient is actively seeking employment to teach in a Utah public or private school.
- 3.5. **"SOE":** State Office of Education
- 3.6. **"OCHE":** Office of the Commissioner of Higher Education
- 3.7. **"SBR":** State Board of Regents
- 3.8. **"Full-time Registration":** 12 semester hours or such other number of hours as determined by the recipient's institution.
- 3.9. **"Part-time Registration":** 6 semester hours in a high need area as determined by the USOE criticality index.
- 3.10. **"High School Program Recipient":** A Utah resident senior high school student Award recipient.
- 3.11. **"Post-secondary Program Recipient":** A Utah resident student Award recipient who has completed at least 24 semester hours of college/university credit.

¹ Adopted May 15, 1984, amended November 20, 1984, June 21, 1985, March 14, 1986, January 24, 1997, August 3, 2001 and October 27, 2005.

- 3.12. **"Graduate Recipient":** A Utah resident Award recipient who has earned at least a bachelors degree.
- 3.13. **"State Approved Teacher Preparation Program":** An educator preparation program approved by the State Board of Education pursuant to section 53A-6-107, Program Approval, of the Educator Licensing and Professional Practices Act.
- 3.14. **"License":** A certificate issued by the State Board of Education which attests to the fact that the holder has satisfied the requirements for employment in the public school system.
- 3.15. **"Advanced License":** Graduate degrees and endorsements in high need areas of teaching or work in Utah's schools as determined by the State Board of Education.
- 3.16. **"USOE Criticality Index":** The index of prioritized areas of high need for teachers in Utah public schools developed and distributed by the Utah State Office of Education.

R603-4. Conditions of Awards and of Pay back Obligation

4.1. General Award Conditions

4.1.1. Awards under this incentive loan program provide payment towards tuition and/or general fees (late fees, reinstatement or reactivation fees, insurance premiums or special course fees are not covered for up to four years of full-time equivalent enrollment, or until the requirements for licensing or advanced licensing have been met, whichever is less, as long as the conditions of the program continue to be observed by the student. In addition, specially qualified students may also receive, subject to legislative appropriation, Premier Stipends. Premier Stipends are an additional \$1,500 per semester with a maximum of \$3,000 per year.

4.1.2. To qualify for the Program a student must meet the criteria of Utah residency for tuition purposes provided in board policy R512, Determination of Resident Status.

4.1.3. An Award may be used at any of Utah's state operated institutions or a Utah private institution of higher education that offers a state approved teacher education program.

4.1.4. A postsecondary recipient must remain enrolled as a full-time student at the awarding institution for a minimum of two semesters prior to transferring to another participating institution.

4.2. Application and Award Procedures

4.2.1. High school students make application through the high school counselor at their school. Post-secondary students, who have successfully completed not less than the equivalent of two semesters of formal higher education, make application through the College of Education at a four-year institution or, when legislative appropriations are sufficient to distribute awards through USHE's two-year colleges, through the Office of Academic Affairs at a two-year institution. Graduate recipients, who have at least a bachelor's degree, make application through the college of education at a four-year institution. Each College of Education at USHE's four-year institutions, and each Office of Academic Affairs at USHE's two-year institutions, shall develop processes to distribute the awards consistent with USOE's criticality index, and will set application deadlines that accommodate both full- and part-time students.

4.2.2. Prior to receiving a Program voucher or funds, each recipient is required to sign a program Promissory Note.

4.2.3. If a student receives tuition and/or fee waiver from another source, he/she cannot collect the Program voucher in cash, but must forfeit one of the awards. Students may not receive cash payment in lieu of a Program tuition or fee voucher.

4.2.4. If the Program recipient is to receive a reduction in tuition (for example, a 50% reduction as a child of a faculty member), that reduction is to be applied before the voucher is used.

4.2.5. Awards can be used for full-time or part-time registration.

4.2.6. If a recipient uses the institutional Program voucher and subsequently withdraws from all classes, the institution will be reimbursed only for the actual cost that the institution charges to the student. If Program funds are used to pay an uncompleted semester, the recipient must pay his/her own tuition and fees for the next full-time semester.

4.2.7. Award recipients are required to keep the OCHE informed of any changes in name, address, social security number, enrollment status and educational service employment status.

4.3. Premier Awards

4.3.1. In addition to Award payment towards tuition and fees, the Program may also provide Premier Stipends, subject to legislative appropriation.

4.3.2. Premier awards may be made to students in their Senior year who are majoring in critical teaching shortage areas.

4.3.3. Premier funds will be distributed from the OCHE to awarding institutions to be given directly to recipients as determined by the institution.

4.3.4. Premier moneys awarded in the Program are subject to the same repayment obligation as basic awards.

4.4. Continuing Eligibility of Students

4.4.1. Award recipients taking lower division classes must maintain established college standards for students in good standing.

4.4.2. Recipients at four-year institutions must meet institutional criteria for admission to a teacher education program and once admitted must maintain academic standards established by the institution for completion of the teacher education program in order to remain eligible for renewal of the Program.

4.4.3. Program recipients transferring from one eligible institution to another will retain their Awards if they continue to meet criteria established for Program recipients at the receiving institution. The names of transfer students will be reported by institutions each quarter/semester to the OCHE. Receiving institutions will be notified of all transferring Award holders by the sending institution.

4.4.4. After no more than four semesters of full-time, or six semesters of part-time, post-secondary course work, a Program recipient must apply and be accepted in a teacher education program at a state approved teacher preparation program at an institution of higher education in Utah in order to remain eligible for renewal of the Award.

4.4.5. Program recipients who have not been accepted into a College of Education (COE) after receiving six semesters of Awards may be dropped from the Program and converted to repayment status or, at the discretion of OCHE, may be granted a temporary leave of absence from the Program while they seek acceptance into a COE.

4.4.6. A Program recipient, whether enrolled full- or part-time, may be denied further program assistance by the institution in which he/she is enrolled if, after notice and a reasonable opportunity for the student to respond orally and in writing, the dean of teacher education at the four-year institution, or the director of financial aid at two-year colleges, determines that the recipient either (a) is failing to make reasonable progress toward ultimate completion of licensure requirements, or (b) has demonstrated to a reasonable certainty that he or she does not intend to teach in Utah after graduation. Upon request by the student, the institution shall provide an opportunity for the student to appeal the determination of the dean or director to a committee of at least three impartial persons.

4.4.7. A Program recipient, whether enrolled full- or part-time, who intends to discontinue his/her studies temporarily to fulfill religious, military, or other personal obligations, must seek, and obtain, a timely Leave of Absence (LOA), as outlined in Section 4.5 of this policy. Failure to do so may result in the Program recipient being dropped from the Program and converted to repayment status.

4.5. Guidelines for Leaves of Absence

4.5.1. A one time Leave of Absence (LOA) may be granted for one semester by the institution. Any LOA requested for more than one semester shall require OCHE approval.

4.5.2. Institution representatives shall report all leaves of absence granted to the OCHE each semester.

4.5.3. Leaves of absence are not automatically granted and are approved only for exceptional circumstances such as, but not limited to, prolonged illness, disability, religious or community service, and unforeseen personal reasons.

4.5.4. If the recipient does not return to pursue his or her teacher education after a leave of absence, that student will be dropped from the program and must repay all Program moneys unless an extended leave is granted by OCHE.

4.6. Standards for Repayment

4.6.1. Realizing that teaching positions may not always be readily available in Utah public or private schools to recipients of Awards from this Program, the recipient is allowed a period of two years (the Grace Period), commencing upon graduation/certification, within which time the recipient's repayment obligations are stayed, but this stay of the repayment obligation is conditioned upon the requirement that the recipient actively, and continually, seek employment for teaching in a Utah public or private school. If a recipient, who has graduated and obtained a teaching license, is not teaching in a Utah public or private school, and cannot certify that he/she is

actively seeking employment teaching in a Utah public or private school, then monetary repayment of the loans is due immediately.

4.6.2. Each successive quarter/semester of teaching on a full-time equivalent basis shall be deemed as equal payment for the assistance received during each successive quarter/semester during which such scholarship assistance was received.

4.6.3. The State Board of Education identifies Title I and Necessarily Existent Small Rural Schools. Recipients who teach in Title I or Necessarily Existent Small Rural Schools will receive two quarters/semesters of teaching repayment credit for each quarter/semester of teaching.

4.6.4. With the approval of OCHE, substitute teaching may be used to repay the Award. However, a minimum of twenty substitute teaching days must be earned during a school year in order to repay a pro rata share of a quarter/semester, calculated on a 60 day quarter and a 90 day semester. Full time substitute teaching earns the same credits towards repayment as does full time teaching.

4.6.5. Recipients who attend post-secondary institutions out-of-state, at either the undergraduate or graduate level, shall enter repayment immediately, unless OCHE grants a deferment.

4.6.6. Any recipient who fails to complete requirements for a teacher license, as outlined in the Utah State Board of Education rules, will be required to repay all Award assistance received, with interest, unless the recipient receives OCHE approved relief as defined in Section R603-5.

4.6.7. The OCHE may defer, reduce or waive the recipient's teaching or repayment obligation in whole or in part upon documentation showing extreme personal financial hardship, or the inability of a Program recipient because of prolonged illness, disability, or other cause beyond the control of the student to commence or continue to pursue teaching on a full-time equivalent basis in Utah within the prescribed period of time despite the good faith effort of the recipient to do so.

4.6.8. A recipient who commences teaching on a timely basis, but who ceases to teach before his or her obligation has been discharged in full for all Award assistance received must repay the balance due, with interest, based upon the uncompleted teaching period. Also, a recipient who has begun monetary repayment may switch to repayment by teaching. Once repayment begins, either through teaching or money, it continues without interruption until paid in full, unless a deferment is approved by the OCHE.

4.6.9. If the maker of the promissory note should die or become permanently disabled before the note is fully paid, the entire balance due thereon, together with accrued and unpaid interest, shall be canceled.

4.7. Terms of Monetary Repayment Obligation

4.7.1. Within 60 days after a recipient of an award receives written notice from the OCHE that he/she is obligated to repay all or part of the amount of assistance received, the recipient shall either pay the amount due in its entirety, or shall begin monthly payments with terms and conditions outlined in the Promissory Note signed by the recipient. Monetary repayment of the loan will be required to begin:

4.7.1.1. upon expiration of the two year Grace Period, if the recipient is not teaching, or

4.7.1.2. at any time during the Grace Period if recipient does not actively seek employment teaching in a Utah public or private school, or

4.7.1.3. 60 days after student leaves school, either temporarily or permanently, prior to graduation, or

4.7.1.4. 60 days after student ceases to carry a part-time academic class load as defined herein, unless such class load is approved by the college of education program administrator or the Director of Financial Aid, or

4.7.1.5. 60 days after student graduates, but fails to obtain a teaching certificate, or

4.7.1.6. 60 days after a student fails to qualify for Continuing Eligibility as provided in Section 4.4.

4.7.2. The repayment schedule shall outline the principal and interest in equal monthly installments of not less than fifty dollars (\$50.00) per month unless a lesser amount is approved by OCHE, with a repayment period of ten (10) years or such longer period as may be approved by OCHE. Depending upon the amount owed, the minimum monthly payment may exceed \$50 per month. Once repayment begins, either through teaching or money, it continues until paid in full except as provided in Section R603-5.

4.7.3. All payments shall be credited first to accrued late fees, then to interest, and then to the unpaid principal balance. No interest shall accrue during the Grace Period.

4.7.4. The recipient shall be permitted to prepay all or any part of the principal balance, plus accrued interest thereon, at any time without penalty.

4.7.5. In the event of a change from monetary to teaching as Program repayment, only the amount of monetary repayment applied to the principal will be credited towards the total Program obligation.

4.7.6. If the recipient fails to pay the amount due on a timely basis, the entire amount owed by the recipient shall become immediately due and payable, together with interest accrued from the date of the notification of the repayment obligation, and, in addition thereto, reasonable attorney's fees and other collection charges necessary to collect the amount due.

R603-5. Deferment

5.1. **Reasons for Deferment:** Upon application by the recipient, the OCHE may grant a deferment of or reduction in the obligation to make payments of interest and principal on the promissory note during such period of time as the applicant establishes he or she is financially unable to make the required payments for the reason that he or she (a) is enrolled and in attendance as a full-time student at a Utah institution of higher education, (b) is suffering from prolonged illness or disability, (c) is engaged in religious or community service without, or at nominal compensation, (d) is unemployed despite the exercise of reasonable diligence to secure suitable employment, or (e) is the victim of other extraordinary circumstances under which a continued obligation of repayment would create a severe personal hardship. OCHE may set time limits for a deferment and grant extensions to the deferment at its discretion.

5.2. **No Interest Accrues:** During an approved period of deferment granted under paragraph 5.1, interest will not accrue and installment payments need not be made.

5.3. **Commissioner's Authority:** The State Board of Regents delegates to the Commissioner of Higher Education authority to approve the postponement or waiver of repayment obligations as well as leaves of absence for the Terrel H. Bell Teaching Incentive Loan Program.