



SCHOLARSHIP AGREEMENT AND PROMISSORY NOTE
Oregon Teacher Recruitment and Mentoring (OTRM) Project



Funded by Title II, Transition to Teaching, US Department of Education

[CFDA No. 84-350B]

Partner Universities: Eastern Oregon University, Oregon State University, Portland State University,
Southern Oregon University, Western Oregon University

I, the undersigned "Recipient" for value received, understand and agree that unless I fulfill the terms and conditions of this *Scholarship Agreement and Promissory Note* which I have entered into with the Eastern Oregon University ("University"), I am obligated to repay the principal sum ("*Scholarship*") of up to \$5000, and with zero interest, together with any and all charges that may become due as provided in this Scholarship Agreement and Promissory Note. I understand that I may at any time repay all or part of the unpaid balance on the Scholarship without penalty.

SECTION I – COURSE WORK REQUIREMENTS

I understand that to retain eligibility to participate in the *Oregon Teacher Recruitment and Mentoring (OTRM) Project*, I must:

1. Be continuously enrolled at the University and maintain satisfactory academic progress in the Teacher Education Program. These standards are described in the University catalog.
2. Complete coursework and training necessary to obtain a teaching credential.
3. Not be in default on any Federal student loan.
4. Agree that failure to comply with items 1, 2, or 3 of Section I will result in ineligibility for the program. If I become ineligible, the Scholarship funds will be reversed (refunded). After the Scholarship is reversed, I will be responsible for all institutional charges (tuition, fees, etc.) in relation to the Institutional Refund Policy, as stated in the University catalog.

SECTION II – TEACHING COMMITMENT

I must:

1. Teach on a fulltime basis for a minimum of three years in an approved, high-need K-12 school, identified by the program.
2. Perform consecutive teaching years once I begin my teaching service until my obligation is fulfilled.
3. Begin the first school year of eligible fulltime teaching service in an approved, high-need K-12 school within twelve (12) months from the date I become eligible to receive my teaching credential.
4. Provide any required employment verification establishing compliance with the above requirements.
5. Agree that failure to comply with any item (1, 2, 3 or 4) of Section III will result in a requirement to repay the Scholarship funds received.

[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 University, the University also will accept employment information directly from the recipient. In this case, within twelve months of completing the teacher preparation program, the scholarship recipient must submit to the University (1) a notarized statement that he/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 University's determination that he/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.]

SECTION III – REPAYMENT OBLIGATION

I must:

1. Repay the amount of the Scholarship award received, according to the portion of the teaching obligation not completed based on the following schedule:

TEACHING COMMITMENT FULFILLED REPAYMENT
AMOUNT

- | | |
|--|--------------------|
| • Does NOT teach at an eligible school | \$5000 |
| • Teaches less than one (1) year | \$5000 |
| | pro-rated by month |
| • Teaches only one (1) year | \$3750 |
| • Teaches only two (2) years | \$2500 |
| • Teaches part of the third year | \$1250 |
| • Teaches ALL three (3) years | \$0 |

2. Contact the University to set up a repayment schedule once I do not fulfill my teaching commitment.
3. Enter repayment status and begin repayment on the first day of the first calendar month after the earlier of (1) the University has determined or, (2) the University is notified, that I will be unable or unwilling to fulfill the teaching commitment as described in Section II of this Agreement.
4. Make payments to the University according to the schedule established by the University, which requires

complete repayment within five (5) years after I enter repayment status.

5. Be required to make a minimum monthly payment of at least fifty dollars (\$50). The minimum annual amount to be repaid will be the lesser of six hundred dollars (\$600) or the unpaid balance. The repayment schedule will be based on the amount of the Scholarship to be repaid, as determined by the University. I understand that my monthly and annual repayment may be higher than the minimums stated in this section to ensure the Scholarship is repaid within the five (5) years, as required.
6. Contact the University if I believe I may be covered by any of the "repayment exceptions" described in Section V of this Agreement.
7. Agree that if I fail to repay the Scholarship as stated in this Agreement, I will have to pay reasonable collection costs, including but not limited to attorney's fees, court costs and other fees.

SECTION IV – ADDITIONAL REQUIREMENTS

I must:

1. Respond to all communications and requests from the University within the time indicated.
2. Provide written notification to the University within twenty-one (21) days of any change in my legal name or address or of any change in the status affecting my eligibility.
3. Comply with any procedures deemed necessary and appropriate by the University, all conditions cited in this Agreement, and all applicable rules and regulations.

SECTION V – SERVICE/REPAYMENT EXCEPTIONS

Upon University review and at its discretion, I understand that I may qualify for an exception to making progress on my service obligation or payments should I meet any conditions stated in this Section. I understand that I am obligated to continue to make an effort to complete my service obligation or make my monthly payments until I have received written approval to my request. [See Section VI for requirements for applying for an exception or deferment.]

I understand that the University may defer my teaching obligation under any of the following circumstances:

1. I temporarily suffer from a serious physical or mental disability that temporarily prevents or impairs me from working as a teacher.
2. I am a member of the Armed Forces of the United States on active duty. I will provide verification of my military status to the University.
3. I am conscientiously seeking but unable to secure employment (for reasons that may include the failure to

pass a required teacher certification or licensure examination) as a teacher in an eligible school. I will provide verification of my search to the University. Among the acceptable forms of verification are, copies of employment applications, a list of dates of interviews, or copies of letters stating that you have not been hired.

4. I am affected by other extraordinary circumstances that prevent my securing such employment.

I understand that I may be temporarily eligible for an exception to making my payments should I meet any of the following exceptions:

5. I am unable to find employment due to a temporary medical condition that prohibits me from working and the condition is certified by a qualified physician.
6. I have special or unusual circumstances that (as agreed upon by the University) prevent me from complying with the terms of this Agreement with the University.

I understand that the University may permanently cancel my repayment obligations under the following conditions:

7. If the University determines, on the basis of a sworn affidavit of a qualified physician (MD or DO), that I am unable to teach on a fulltime basis because of an impairment that is expected to continue indefinitely or result in death.
8. In the event of my death, proof of death must be provided by way of a death certificate or other evidence of death that is conclusive under the applicable state's law from my estate.

SECTION VI –EXCEPTION/DEFERMENT APPLICATION

I understand that I must apply to the University for a deferment of the service obligation or payment exceptions outlined in Section V. I understand that in applying for a deferment/exception I must adhere to the following:

1. I must apply within twelve (12) months of my completion of (or withdrawal from) the teacher-training program.
2. If I have already begun teaching in an eligible school, I must apply within six (6) months of the date I no longer teach in this school.
3. Unless the University determines otherwise, I must apply to the University to renew a deferment on a yearly basis. Deferments for military service may not exceed three years.
4. During the period of any deferment, I agree to provide the University with current information (including updating information) on my home address and phone number, and work address and phone number.

SECTION VII – APPEALS

I understand that my eligibility to receive the OTRM scholarship is dependent upon my enrollment at the University and my enrollment in the Teacher Education Program. If I am declared ineligible for continued enrollment in either the University or the Teacher Education Program, my obligation to repay the award amount will be governed by Section III of this agreement. Any appeal of ineligibility shall be governed by the University's and program's rules as applicable.

SECTION VIII – EXIT CONFERENCE

Before I complete the Teacher Education Program, or withdraw from the University, the University will provide me an opportunity to review fully the terms and conditions of this scholarship.

SECTION IX – TAXES

This award may have tax consequences. Please consult with your tax professional.

SECTION X – 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 Transition to Teaching 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 University, Oregon University System, 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 University 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.

I authorize the release of information pertinent to my Scholarship by the University, the Local School or its agents, the US Department of Education or any other party involved in the administration of my Scholarship or the terms identified in this Agreement.

I understand that all payments from the OTRM Scholarship program will be made directly to the University to offset my educational expenses.

I understand and agree that my name may be published in connection with the OTRM project. I further understand that declining to agree does not affect my eligibility to participate.

Please initial one: ___ I agree ___ I disagree

GOVERNING LAW. This scholarship program shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between Board and Contractor that arises out of or relates to the performance of this contract shall be brought and conducted solely and exclusively within the Court for Marion County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States district Court for the District of Oregon. STUDENT, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS

By my signature, I acknowledge that I have read and understand the above information and that I am required to fulfill my teaching obligation according to the terms and conditions herein.

Scholarship Recipient's Signature

Date

Name of Scholarship Recipient

Social Security Number

Permanent Address

(____)_____
Permanent Telephone Number

Local Address

(____)_____
Local Telephone Number

Authorized Institutional Official Signature

Date

Name of Authorizing University

Name of Official

Title

A copy of this document needs to be provided to the Oregon University System and the scholarship recipient. The original is to be retained by the University.