

U.S. Department of Education

**Personnel Preparation to Improve Services and Results for Children with Disabilities
Combined Priority for Personnel Preparation**

Scholarship Assistance Payback Agreement Between

(Student, please print)

and Fitchburg State College

1. Introduction

- (a) In accordance with section 662(h)(1) of IDEA and the regulations set forth in the Additional Requirements published in the Federal Register on March 25, 2005, individuals who receive student financial assistance from projects funded under the Personnel Preparation to Improve Services and Results for Children with Disabilities are required to complete a service obligation, or repay all or part of the costs of such assistance.
- (b) In addition, participants in the program are subject to applicable federal regulations of the US Education Department General Administrative Regulations and must comply with the regulations governing the administration of the grant program entitled “Personnel Preparation to Improve Services and Results for Children with Disabilities, Combined Priority for Personnel Preparation”, and with all program requirements of DED Award Number H325K050036, “Meeting the Challenge”, under the direction of Nancy L, Murray, Project Director.
- (c) Terms used in this Agreement shall be defined in accordance with the Federal Register, Vol. 70, No. 57 pages 15299-15306, dated March 25, 2005. “Secretary” shall refer to the United States Department of Education Secretary.

2. Scholarship Assistance

- (a) I understand that I must be enrolled in a 33-credit graduate course of study leading to initial licensure and a master’s degree in Special Education at Fitchburg State College.
- (b) I understand that I must be accepted as a participant into the Meeting the Challenge program and that I must:
 - (i) Maintain an acceptable GPA (3.0)
 - (ii) Maintain satisfactory progress as determined by the Project Director.
 - (iii) Follow all academic policies and procedures of Fitchburg State College and the *Meeting the Challenge* Grant
 - (iv) Maintain continuous enrollment in the program (3 semesters/year)
- (c) I must obtain a Certification of Citizenship and a Certification of Eligibility for Federal Assistance by applying for federal financial aid through completion and submission of a Free Application for Federal Student Aid (FAFSA)

- (d) I agree that I will not accept payment of educational allowances from any other entity if that allowance conflicts with my obligations under this agreement
- (e) I understand that funding for the scholarship assistance is contingent upon the approval of continued funding for the award, to be reviewed and granted annually by the Secretary, beginning December 1, 2005 and ending December 31, 2009.
- (f) I understand that it is my responsibility to determine what, if any, tax liability may accrue to me as a result of accepting these funds. Tax liabilities, if any, are my responsibility.
- (g) The scholarship assistance, as applied to a part-time scholar, will be pro-rated based on the percentage of full-time academic credits for which the student is enrolled each semester, as define by Fitchburg State, full-time is nine credits.

3. Service Requirement

In accepting student financial assistance, I agree to complete the following service requirements:

- (a) Individuals who receive scholarship assistance through this grant will subsequently be employed in a position in which:
 - (i) the individual provides special education or related services to children with disabilities
 - (ii) on a full-time or full-time equivalent basis; and
 - (iii) for a period of at least two years for every academic year for which assistance was received
- (b) An individual must be employed in a position in which:
 - (i) a majority of the persons to whom the individual provides services are receiving special education, related services, or early intervention service; or
 - (ii) the individual spends a majority of his or her time providing special education or related services to children with disabilities or early intervention services to infants and toddlers with disabilities; or
 - (iii) if the position is supervisory, including principals, the individual spends a majority of his or her time employed in a position performing work related to the individual's preparation under section 662 of IDEA by providing special education or related services to children with disabilities or early intervention services to infants and toddlers with disabilities and/or supervision to others on issues directly related to special education or related services for children with disabilities or early intervention services for infants and toddlers; or
 - (iv) if the position is postsecondary faculty, the individual spends a majority of his or her time performing work related to the individual's preparation under section 662 of IDEA by preparing special education teachers and related services personnel to provide services to improve- results for children with disabilities, including early intervention, education, and transitional services; or
 - (v) if the position is in research, the individual spends a majority of his or her time performing research related to the individual's preparation under section 662 of IDEA that focuses on improving results for children with disabilities, including early intervention, education, and transitional services.

- (c) The Service obligation in this section, as applied to a part-time scholar, is based on the accumulated full-time academic year of training for which the scholarship is received.
- (d) I agree to complete the service obligation within the period ending not more than the sum of the number of years in (a) above plus three additional years from the date the recipient completes the training for which the scholarship assistance was awarded.
- (e) I agree to provide the Project Director and the Dean of the Education Department at Fitchburg State College with annual proof of employment during the period of the service requirement. Proof of employment can be provided by producing valid timecards, paycheck stubs and/or a written and signed certification from my employer. I will also notify the above of any change of address.
- (f) Within 60 days after exiting the program, and as necessary thereafter for any changes, I agree to provide the Department all information the Secretary needs to monitor my service obligation, including social security number, address, employment setting, and employment status, via U.S. mail at the following address: Office of Special Education Programs, Research to Practice Division, Services Obligation Coordinator, 400 Maryland Ave., S.W., Potomac Center Plaza, Washington, DC 20202-2600. I also agree to provide same addressee as above of changes in address, employment setting, or employment status during the period of my service obligation under this agreement.

4. Program Exit

Fitchburg State College must provide the Scholar all information necessary to meet the exit certification requirements:

1. the number of years the scholar needs to work to satisfy the work requirements
2. the total amount of scholarship assistance received
3. the time period, consistent with above during which the scholar must satisfy the work requirements

5. Payback Provisions

I understand that if I fail to undertake or perform such service in accordance with Section 1 above, the Secretary will be entitled to recover from me all or part of any scholarship received, plus interest and reasonable collection costs in accordance with the following guidelines:

- (a) The amount of the scholarship to be repaid is proportional to the service obligation not completed. The interest on the unpaid balance accrues from the date the individual is determined to have entered repayment status.
- (b) An individual enters repayment status on the first day of the first calendar month after the earliest of the following dates, as applicable:
 - (i) the date the individual informs the Dean of the Education Department and the Secretary that he or she does not plan to fulfill the service obligation under the Agreement,

- (ii) any date when the individual's failure to begin or maintain employment makes it impossible for the individual to complete the service obligation within the number of years required,
 - (iii) any date on which the individual discontinues enrollment in the course of study.
- (c) The individual must make payments that cover principal, interest, and collection costs according to the schedule established by the Department of Education procedures specified in Part 30 of title 34 of the Code of Federal Regulations.
- (d) Any amount of the scholarship that has not been repaid pursuant to the federal regulations applicable to this agreement will constitute a debt owed to the United States that may be collected by the Secretary in accordance with 34 CFR part 30.

6. Conditions for Deferrals or Exceptions to Performance or Repayment

- (a) I understand that, based upon sufficient evidence to substantiate the grounds, the Secretary may grant an exception to the repayment requirement in whole or in part, if the scholar:
- (i) is unable to continue the course of study or perform the service obligation because of a permanent disability; or
 - (ii) has died.
- (b) I understand that, based upon sufficient evidence to substantiate the grounds, the Secretary may grant a deferral of the repayment requirement during the time the scholar:
- (i) is engaging in full-time course of study at an institution of higher education;
 - (ii) is serving on active duty as a member of the armed services of the United States;
 - (iii) is serving as a volunteer under the Peace Corps Act; or
 - (iv) is serving as a full-time volunteer under the Title I of the Domestic Volunteer Service Act of 1973.

7. Participant Contact Information

Student Name: _____

SSN: _____

Local Address: _____

Telephone Home: _____

Cell: _____

E-Mail: _____

8. Program Contact Information

Dr. Nancy L, Murray, Project Director
Education Department
Fitchburg State College
160 Pearl Street
Fitchburg, MA 01420
McKay, Room B234
(978) 665-3238

9. Certification

I certify that I have received, read and understand and will comply with the terms and conditions of this Agreement.

| | |
|----------------------------------------|-------|
| _____ | _____ |
| Scholar Signature | Date |
| _____ | _____ |
| Project Assistant Signature Witness | Date |
| _____ | _____ |
| Project Director Signature | Date |

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