



# Enhancing Excellence in Teaching Program Contract

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

For the Award Period of July 1, 2016 – June 30, 2017

## AUTHORITY

I, **Sample Contract** the undersigned, agree to the following terms and conditions of this Contract pursuant to the Excellence in Teaching Act (Sections 79-8, 132 through 79-8,140 of the Revised Statutes of Nebraska (R.R.S.)) and the Nebraska Department of Education's, *Regulations Governing the Excellence in Teaching Act* (92 Nebraska Administrative Code Chapter 25).

## CONDITIONS FOR AWARD PAYMENT

I agree to provide the Nebraska Department of Education (NDE) with the following:

- 1) **Proof of Registration** postmarked to NDE no later than **thirty (30) days** after the end of the award period for the courses identified on the Program of Study submitted with my application for the loan. Documentation includes a course schedule or unofficial transcript verifying registration. Upon receipt of this information, NDE will issue a check to me for an amount equal to \$175.00 for each credit hour of approved coursework.
- 2) **Proof of Coursework Completion** postmarked to NDE no later than **sixty (60) days** after the end of the award period 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** postmarked to NDE no later than **sixty (60) days** after the completion of the program for which funds were received. An official transcript is required.

## AWARD AMOUNT

Up to \$175.00 per credit hour, up to a maximum of \$3000, for which registration documentation is provided as described in the above section, Conditions for Award Payment, for classes that BEGIN July 1, 2016 through June 30, 2017.

## AWARD FORGIVENESS

Beginning after the first two (2) years of full-time teaching in Nebraska following completion of the graduate program for which the award was received, for each year that I teach full-time in Nebraska, the amount of my EETP awards shall be forgiven in an amount up to \$1,500, except if I teach full-time in a local system classified as very sparse as defined in Section 79-1003 R.R.S., 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 as determined by the most recent data available from the Nebraska Department of Education, the amount of my EETP awards shall be forgiven each year in an amount up to \$1,500 for the first year of loan forgiveness and in an amount up to \$3,000 for each year of loan forgiveness thereafter.

## 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 NDE 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 a regional 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 92 NAC 25.

**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 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.

## REPAYMENT SCHEDULE

In the event I enter repayment, the award becomes a loan. If I must repay all or any part of the loan, I will comply with the repayment schedule as provided by the Nebraska Department of Education. 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 in Teaching Program. Monthly payments must be received at the Department no later than the 15th day of each month. I may accelerate payments on all or any part of the loan principal plus accrued interest at any time without penalty.

## 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 Commissioner of Education, become immediately due and payable.

## DEFERMENT

A deferment of the repayment period may be granted by the Commissioner of Education 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.

## 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.

## CANCELLATION

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

## OTHER OBLIGATIONS

I am responsible for informing the Financial Aid Office of the institution in which I'm 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 Nebraska Department of Education 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.**

## APPLICANT INFORMATION

Applicant's Full Legal Name (please print)

Applicant's email address

My name or address has changed since April 1, 2016

No

Yes

Prior Name

New Address –Street/PO Box, City, State, Zip

## 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.***

### **Sample Contract – Do Not Use**

Signature of Applicant

Date

*It is the policy of the Nebraska Department of Education not to discriminate on the basis of gender, disability, race, color, religion, marital status, age, or national origin or genetic information in its educational programs, administration, policies, employment or other agency programs.*

### **Return to NDE:**

**By Mail**

Karen Buller  
NE Dept of Education  
PO Box 94987  
Lincoln, NE 68509-4987

**By Fax**

402-742-8372

**By Email**

karen.buller@nebraska.gov

### **NDE USE ONLY**

For the contract period of July 1, 2016 through June 30, 2017

Approved On Behalf of the Nebraska Department of Education: \_\_\_\_\_

Amount approved by the Nebraska Department of Education: \$ \_\_\_\_\_ Date: \_\_\_\_\_