Governor’s Teaching Fellowship

Promissory Note and Fellowship-Loan Agreement
Academic Year 2001-2002

This Promissory Note and Fellowship-Loan Agreement (hereinafter “Note”) by and between the undersigned maker (hereinafter “Fellow”) and the State of California (hereinafter “State”)

WITNESSETH:

WHEREAS, the Governor’s Teaching Fellowship program, established by California law (Stats. 2000. Ch. 70; codified in Education Code Sections 70000 et seq.) is designed to provide low-performing schools in California with talented and qualified teachers by providing students who agree to teach in such schools following completion of a credential program with a nonrenewable $20,000 Fellowship-Loan to assist them in their credential preparation studies; and

WHEREAS, a recipient’s failure to pursue a course of studies leading to a teaching certification and/or failure to teach in such schools for the four years following credential program completion will result in the recipient’s repaying all $20,000 or a portion thereof, of the Fellowship-Loan as provided in this Note; and

WHEREAS, Fellow has been selected to participate in this program and to receive the Fellowship-Loan;

NOW THEREFORE, Fellow and State agree as follows:

1. To be eligible for receipt of a Governor’s Teaching Fellowship-Loan, Fellow shall:
   a. hold a bachelor’s degree from a regionally accredited college or university;
   b. be admitted to and enrolled in a non-intern teacher preparation program on a full-time, continuous basis, offered by a regionally accredited institution of higher education in California that is approved by the California Commission on Teacher Credentialing (hereinafter “CCTC”) that prepares students to receive a California multiple subject, single subject, or special education teaching credential;
   c. not be teaching on a full-time basis during the period in which the fellow is completing a professional preparation program.
   d. not already hold a preliminary or clear teaching credential;
   e. comply with all application and selection procedures on a timely basis; and
   f. agree to all terms and conditions for receipt of the Fellowship-Loan award by signing and submitting all required documents, including the Personal and Confidential Information Request Form L, Verification of Full-time Enrollment Form G, the State of California Vendor Data Record (Required in lieu of IRS W-9 when doing business with the State of California) STD. 204 form, and the Information and Photo Release Authorization form, in a timely manner.

2. State shall pay to Fellow $20,000 as a nonrenewable teaching Fellowship-Loan, that Fellow shall use to pay tuition and fees for a post baccalaureate, non-intern teacher credential program (California multiple subject, single subject, or special education teaching credential) at an accredited postsecondary institution in California approved by CCTC and to pay for living expenses while enrolled in that program.
3. Fellow agrees to diligently pursue a full-time post baccalaureate teacher credential preparation program, described in paragraphs 1 and 2, at an accredited postsecondary institution in California approved by CCTC, leading to a teaching credential and agrees to acquire, in due course, a teaching credential.

   a. Fellow shall maintain full-time, continuous enrollment in a non-intern teacher education credential program, described in paragraphs 1 and 2, accredited by CCTC during all regular academic periods in the award year in which the recipient receives payment of the Fellowship-Loan that end on or before June 30 of the award year and, if necessary, during succeeding, regular academic terms until completion of Fellow’s teacher preparation program.

      Full-time enrollment shall be defined by the institution at which the student is enrolled. Continuous enrollment shall mean enrollment during all regular academic terms. Award year means the academic year for which funds were awarded beginning Fall Semester/Quarter (August/September) through June 30 of the subsequent calendar year.

   b. Exceptions to the requirement that a Fellow maintain full-time enrollment and/or continuous enrollment may be authorized in writing by the program administrator in CSU's Office of the Chancellor under the following conditions:

      1) Fellow is accelerating completion of the credential program and will not require full-time enrollment during the final term in order to complete the program;

      2) Fellow is called for mandatory military service;

      3) Fellow, spouse, or dependent has a temporary total disability that precludes the Fellow’s full-time continuous enrollment and the disability was not known or anticipated at the time of application for or receipt of funds and is documented by a medical professional to the satisfaction of the program administrator; or

      4) Fellow presents documented proof of other circumstances sufficient to persuade the program administrator that extenuating circumstances merit an exception other than those referenced above.

      A deferment of the full-time continuous enrollment requirement may be granted by the program administrator only for one academic term. Additional deferments may only be expressly authorized in writing by the Chancellor of the CSU.

4. Fellow further agrees to teach on a full-time basis at a low-performing school in California for four consecutive years immediately following receipt of the California teaching credential. A “low-performing school” is a school in the bottom half of the Academic Performance Index rankings established pursuant to California Education Code Section 52056(a). If a school meets the criteria at the time Fellow is hired, continued employment of Fellow at that school fulfills this requirement, even if the school improves its rank in the Academic Performance Index.

   a. Upon completion of a credential program, Fellow shall have a maximum of three months to provide documentation to the program administrator that he/she has obtained a position of “qualifying teaching service”. “Qualifying teaching service” is full-time teaching of K-12 multiple subject, single subject and/or special education students in a classroom setting within an accredited California school district that has been identified by the California Department of Education as a low-performing school in accordance with Section 70001(b) of the Education Code.

   b. For purposes of the teaching service requirement, the Fellow shall maintain continuous teaching service as follows: full-time classroom teaching assigned under the authorized credential held
for four consecutive years in a low-performing school as identified by the California Department of Education.

c. Exceptions to the requirement that Fellow maintain continuous qualifying teaching service upon completion of the teacher preparation program may be authorized in writing by the program administrator in CSU’s Office of the Chancellor under the following conditions:

1) Fellow is called for mandatory military service;

2) Fellow, spouse or dependent has a temporary total disability that precludes Fellow’s full-time employment and the disability was no know or anticipated at the time of application for or receipt of funds and is documented by medical professionals to the satisfaction of the program administrator; or

3) Fellow presents documented proof of other circumstances sufficient to persuade the program administrator that extenuating circumstances merit an exception other than those referenced above.

A deferment of the full-time continuous qualifying teaching service requirement may be granted by the program administrator only for one academic term. Additional deferments may only be expressly authorized in writing by the Chancellor of the CSU.

5. Fellow agrees to repay to State $5000 annually for each year Fellow fails to complete either the credential preparation program (see paragraph 3) or the required teaching service (see paragraph 4) up to full repayment of $20,000.

a. Fellow shall be subject to repayment and shall commence repayment of the Fellowship-Loan no later than the first day of the third calendar month following the date that Fellow ceases to be enrolled on a full-time continuous basis in a teacher preparation program as required in paragraph 3 or ceases to be employed on a full-time basis in qualifying teaching service as required in paragraph 4 or following the ending date of an authorized deferment of the enrollment or employment requirements as authorized, respectively, in paragraphs 3 and 4.

b. For each calendar year during which Fellow fails to enroll on a full-time continuous basis in order to complete the teacher preparation program or fails to be employed on a full-time continuous basis in qualifying teaching service, Fellow shall repay the sum of $5000 in accordance with a schedule established by the program administrator. Such schedule shall ensure that the full annual amount due is paid within one year of the date that the obligation to repay commences.

6. Fellow agrees to pay interest to State at the rate of 10 percent per annum on any amount not paid when due.

7. Fellow acknowledges and agrees that failure to timely pay the amounts due the State as provided in this Note may result in (a) referral of the Note to a collection agency; (b) the delinquency reported to a credit bureau; (c) referral for offset of State tax refunds; (d) withholding of state university services including provision of academic transcripts; (e) applications for future educational loans denied; (f) the release of information concerning the delinquent amount to other persons and entities reasonably necessary to aid the State or its agents and contractors in the repayment of the delinquency; and (g) liability of Fellow to repay State for all reasonable collection costs.

8. Fellow grants permission to State to inform the postsecondary institution in which Fellow is enrolled of the amount of the Fellowship-Loan awarded to Fellow.
This Note shall be governed by the law of California, construed to effect the purpose of Education Code Sections 70000 et seq., and interpreted in accordance with the Governor’s Teaching Fellowship program rules and regulations issued by the Chancellor of the California State University.

By signing below, State and Fellow manifest their agreement to all of the provisions of this Promissory Note and Fellowship-Loan Agreement.

State of California

Print Name

Signature

Date

City State

Fellow

Print Name

Signature

Date

City State