

WESTERN MICHIGAN UNIVERSITY
COLLEGE OF EDUCATION AND HUMAN DEVELOPMENT
DEPARTMENT OF TEACHING, LEARNING, AND EDUCATIONAL STUDIES LETTER
OF AGREEMENT AND PROMISSORY NOTE

This agreement is hereby made between the Western Michigan Board of Trustees on behalf of the College of Education and Human Development, Department of Teaching, Learning, and Educational Studies and _____ [student name] (Recipient).

The *Urban Teacher Residency Program* (Program) is funded by a United States Department of Education Teacher Quality Partnership grant that offers educational and professional support for aspiring teachers pursuing teaching certification in elementary, secondary and special education at Western Michigan University.

As a condition of receiving the Department of Education Teacher Quality Partnership Grant, every stipend recipient must sign an agreement stating that they agree to and will comply with all Program Requirements.

Letter of Agreement and Promissory Note

By entering into this agreement, Recipient attests to the following:

Intent to apply to participate in the Program with one or more of the schools that have entered into a participation agreement with Western Michigan University on behalf of the Urban Teacher Residency Program. Such agreements are hereby incorporated into this Agreement.

If accepted as a participant by a School, intent to participate in the Western Michigan University Urban Teacher Residency Program offered under the Western Michigan University College of Education and Human Development.

Acceptance in and pursuit of professional development as part of the Urban Teacher Residency Program at Western Michigan University beginning _____, 20__ and ending no later than _____, 20__, leading to a _____ degree/certification.

Agree that if the Recipient does not fulfill the terms and conditions of this Letter of Agreement and Promissory Note, Recipient (Agreement) is obligated to repay the principal stipend sum of up to \$20,000 (Stipend) together with any and all charges that may become due as provided in the Agreement.

Obligations of the University and the Student under this Agreement are as follows:

I. University Obligations

The University will:

- A. Provide Recipient with an \$20,000 stipend for one year of participation in the Program, contingent upon good academic standing and upon availability of stipend funds;
- B. Assign Recipient to an appropriate field placement in an urban school setting, or a high needed area or community that is participating in the Program;

C. Inform Recipient that if submission to and satisfactory completion of criminal background prescreening according to the relevant school district, and other applicable regulation permitted by law is a requirement for field placement and/or employment with the school or district.

D. Upon graduation, the Recipient will be placed in the district into which they were accepted upon entry into the Program as a full-time teacher and receive comprehensive induction support for three years;

E. Suspend or terminate stipend payments if the Recipient is not performing satisfactorily in the Program (as described below). If University determines that the Recipient is not performing satisfactorily in courses and fieldwork, is not making satisfactory academic progress, has violated established University codes of student conduct, or is out of compliance with the Program requirements, University reserves the right to suspend stipend payments or to discontinue Recipient's participation in the program. Before such action, University will give the Recipient notice of its intent to suspend or terminate payments.

F. Provide Recipient an opportunity for an exit interview to review fully and discuss the terms and conditions of this stipend before completing or withdrawing from the Program.

II. Recipient Obligations

A. Course Work Requirements

To retain eligibility to participate in the *Urban Teacher Residency Program*, Recipient must:

1. Maintain an overall 3.0 GPA for the entirety of the Program;
2. Complete the Western Michigan University [name] Master's program within eighteen months of beginning the program;
3. Obtain teacher certification in Michigan within 18 months of entering the Program;
4. Stipend will be disbursed in equal installments as indicated below and will be made contingent upon:
 - a. Disbursement 1: Admission into Western Michigan University's Master of Arts:Teaching Elementary Education program.
 - b. Disbursement 2: Successful Completion (earning "B" or better in each course) of Summer II classes
 - c. Disbursement 3: –Successful Completion of the Fall classes
 - d. Disbursement 4: – Successful Completion of the Spring classes

B. Teaching Commitment

To retain eligibility to participate in the *Urban Teacher Residency Program*, Recipient must:

1. Teach at a school site determined by Urban Teacher Residency Program on a full-time basis for a minimum of three consecutive years in an approved high-need school district; and
2. Begin the first year of eligible full-time teaching service in an approved, high-need P-12 school within twelve months from becoming eligible to apply for a teaching credential.

C. Repayment Obligations

Recipient may decline the Grant and/or may, at any time, repay all or part of the unpaid balance on the Grant without penalty or effect on Program participation.

1. If Recipient begins but does not finish the academic school year for any reason, fails to register, withdraws from the university or participation in the Program, is terminated from the Program, or fails to graduate within the specified period or approved time modification(s), Recipient agrees to repay all Grant funds received.

2. If Recipient withdraws from the program after graduation or does not make a good faith effort to obtain qualifying employment, declines qualifying employment, fails to respond to requests by the University to provide evidence of qualifying employment, fails to qualify¹ for appropriate employment, is discharged from employment, or is terminated before completion of the employment requirement due to unsatisfactory work performance,² Recipient agrees to repay all Grant funds received and costs incurred by University or its fiscal agent in securing repayment.

3. If Recipient fails to complete the teaching commitment or the *Urban Teacher Residency Program* for these or any other reason, Recipient will:

- a. Contact Western Michigan University to set up a repayment schedule;
- b. Begin repayment on the first day of the first calendar month after exiting Program unless otherwise agreed to in writing by the University; and
- c. Make payments according to the schedule established by Western Michigan University, which requires complete repayment within three years.

4. Recipient agrees to the following repayment schedule:

Completion of the Urban Teacher Residency Program	Amount to Repay
Does not complete the MA degree	\$20,000
Does not obtain teacher certification	\$20,000
Time Employed in a High-Need School	Amount to Repay
Does not teach	\$20,000
Does not teach in an eligible school OR taught less than one year	\$20,000
Taught one year at an eligible school	\$15,000
Taught two years at an eligible school	\$10,000
Taught part of a third year at an eligible school	\$5,000
Taught ALL three years at an eligible school	-0-

¹ Failure to qualify includes failing the interview, medical or psychological requirements (with or without an accommodation) and/or criminal clearances.

² Unsatisfactory work performance is defined by the Program or employer.

5. Repayment may be in the form of a lump sum payment, or Recipient may request that a repayment plan be established with the University or its fiscal agent at an agreed-upon amount each month, for a period not to exceed three years, the sum of all amounts received as support, together with all attorney's fees and other costs and charges necessary for collection. Repayment shall begin no later than the fourth calendar month following the date Recipient withdraws from the Program or is unable to complete the required employment.

6. If Recipient begins monetary repayment and subsequently takes eligible payback employment, employment may be substituted for monetary repayment on a pro-rated basis with University approval.

7. Should repayment not be received promptly, University or its fiscal agent may undertake measures including, but not limited to, the following: 1) block Recipient's records and withhold transcripts under University regulations; 2) intercept Recipient's tax returns and apply funds toward any amounts owed; and 3) report delinquent repayment status to available credit bureaus.

8. Collection costs and interest on the unpaid balance are determined by the University programs then in effect.

9. University reserves the right to change or modify Repayment schedule with prior notice to Recipient.

D. Interruption of Employment Obligation, Student Hardship, Disability, or Death

If Recipient interrupts fulfillment of the employment obligation due to active duty military service, hardship withdrawal from Program or the University, or temporary disability, the Graduate shall notify the University and may request a modification of the employment obligation for a specified time frame, or may withdraw from the program and repay stipend funds received on a pro-rata basis of qualifying employment completed.

If Recipient is unable to obtain employment at the school or district to which they were originally admitted solely due to budget or personnel concerns at the school or district, the University may, at its discretion, waive the repayment requirement.

At its sole discretion, the University may waive the repayment requirement for these or any other reasons.

E. Additional Requirements

Recipient Shall:

1. Within first semester or quarter of Program enrollment, comply with criminal background prescreening requirements as set forth in Section I.C, above.

2. Respond to all communications and requests from Western Michigan University within the time indicated;

3. Provide written notification to Western Michigan University within twenty-one days of any change in legal name, address, or status affecting Program eligibility;

4. Comply with any procedures deemed necessary and appropriate by Western Michigan University, all conditions cited in this Agreement, and all applicable rules and regulations;
5. Meet all standards on an approved Michigan Teacher Evaluation to be rated as an effective teacher;
6. Comply with all University policies and procedures, to include the Student Code.

III. General Conditions

A. Taxes

Recipient is responsible for identifying and paying any and all tax consequences resulting from receiving the Grant. Western Michigan University has no responsibility or liability to pay or satisfy such tax consequences.

B. Legislative Action

If the statutory authority for the *Urban Teacher Residency Program*, including authority for funding, is repealed, amended, or significantly modified, either by legislative action or administrative action of the federal agency that administers the funding, Western Michigan University may modify this Agreement accordingly. In such an event, Western Michigan University will provide written notification of such changes.

C. Miscellaneous

Recipient shall not hold WMU liable for any personal injury, property damage or loss, or loss of life caused by, arising out of, or in connection with the Program, regardless of how such injury or damage may be caused. This limitation includes injury or damage due to any act or omission of WMU, whether arising from breach of contract or warranty, negligence, gross negligence, premises liability, strict or products liability or any other legal theory.

WMU Program administrators, in consultation with Schools as appropriate, have sole discretion over evaluation of Program participation and compliance with Program criteria.

IV. Affirmation and Release of Information

A. I give the University permission to review my Program application, my admissions application, and any associated materials submitted for entrance into the Urban Teacher Residency Program.

B. If I request a modification of this agreement to complete academic or payback employment requirements, I will share relevant information about my circumstances with the University, and I give the University permission to share the information with the School or any other entity with a need to act upon such information.

C. I authorize Western Michigan University, the U.S Department of Education, the School, or any other party involved in the administration of my stipend or the terms identified in this Agreement to release information pertinent to the Grant or Program as required to administer the Grant.

D. I recognize that, in addition to any and all consequences identified above, failure to comply with stated requirements may subject me to discipline under the Student Code up to and including dismissal from the Program or the University.

E. I acknowledge that I have read and understand this Agreement. I have been given the opportunity to ask questions. I agree to the promises, terms, and conditions contained herein.

F. I have the legal authority to sign this agreement on my behalf.

The Board of Trustees of Western Michigan University

Recipient

Acknowledged By:

By:

Regena Fails Nelson, Ph.D.
Dept. of Teaching, Learning, and Educational Studies
[Date]

[Printed Name]
[Date]

Authorized By:

Michele L. Cole
Manager, Business Services
[Date]