

DESCRIPTOR TERM: <b>Recruitment</b>	CODE: <b>6400</b>
ADOPTION DATE: <b>June 19, 1998</b>	REVISION:

## STATE BOARD POLICY

These Rules and Regulations are subject to change by the Board of Trustees of State Institutions of Higher Learning (hereinafter referred to as the "Board") and the State Board of Education. The number of awards and recipients are dependent upon availability of funds and selection shall be based on a first-come, first-serve basis of all eligible applicants; however, priority consideration shall be given to persons previously receiving awards under the Critical Needs Teacher Loan/Scholarship Program.

### I. ELIGIBILITY

~~A. Must be accepted for enrollment full time (minimum 12 semester hours or 9 trimester hours) or part time (minimum of 6 semester/trimester hours) in any baccalaureate degree granting institution of higher learning in the State of Mississippi approved by the State Board of Education or at an accredited nonprofit community or junior college and have expressed in writing a present intention to teach in the State of Mississippi in a public school district in a geographical area of the State in which there exists a critical shortage of teachers, as designated by the State Board of Education. Students enrolling on a full time basis may receive a maximum of four (4) annual awards. Students enrolling on a part time basis may receive a maximum of six (6) annual awards.~~

A. The applicant must be fully admitted as a regular student and enrolled as a Junior or Senior full-time (minimum 12 semester hours or 9 trimester hours) or part-time (minimum of 6 semester/trimester hours) at a four year institution of higher learning in the State of Mississippi approved by the State Board of Education and have expressed in writing a present intention to teach in the State of Mississippi in a public school district in a geographical area of the State or subject area of the public school curriculum in which there exists a critical shortage of teachers, as designated by the State Board of Education.

~~B. The applicant who is pursuing an undergraduate education program of study shall qualify to apply for the loan/scholarship program.~~

B. The applicant must be enrolled as a student at the undergraduate level seeking a bachelor's degree in a program of study leading to a Class "A" standard teacher educator license at one (1) accredited institution of higher learning in Mississippi approved by the Board and must diligently pursue the course of study and requirements for the teaching license.

~~C. Must be enrolled in a program of study leading to a Class 'A' standard teacher educator license at one educational institution located in the State of Mississippi.~~

C. The applicant must provide passing scores on the Praxis I Basic Skills Test (reading, writing, and math) to the office that administers the loan/scholarship, the Mississippi Office of Student Financial Aid. The Mississippi Department of Education automatically receives Praxis I scores, not the Mississippi Office of Student Financial Aid. CNTP applicants may supply proof of exemption for Praxis I by providing an ACT composite score of 21 or higher from a national test with sub-scores of 18 or higher from that same test prior to enrollment into higher education.

~~D. The applicant who has earned less than 12 college credit hours or who attended a home education program during grade levels 9 through 12 must have a composite score of 18 on the ACT and a cumulative high school grade point average of 2.5 or higher on a 4.0 scale. The applicant who has earned 12 or more college credit hours must have a cumulative grade point average of 2.5 or higher on a 4.0 scale. All applicants must submit official academic transcript(s) from all high school/colleges/universities attended. Earned college credit hours shall not include developmental and remedial coursework.~~

D. The recipient must maintain a cumulative 2.5 college grade point average each period of enrollment (i.e. semester or trimester) and must maintain satisfactory academic progress in a program of study leading to a Class "A" standard teacher educator license in accordance with the attending institution's policy in order to continue to receive funds under the renewal process.

~~E. Each recipient must maintain a cumulative 2.5 grade point average each academic year and must maintain satisfactory academic progress in a program of study leading to a Class 'A' standard teacher educator license in accordance with the attending institution's policy in order to continue to receive funds under the renewal process. The recipient must be enrolled at one Mississippi institution.~~

E. The applicant must not presently or previously have defaulted on an educational loan.

~~F. Eligibility for the loan/scholarship shall not be based upon an applicant's eligibility for financial aid.~~

F. Ineligible programs of study for CNTP include, but are not limited to, speech and language pathology; psychological and counseling services; recreational therapy.

~~G. Must not presently or previously have defaulted on an educational loan.~~

G. CNTP recipients are not eligible for any other state aid (MTAG, etc.) but may apply for federal and institutional aid.

~~H. Must enter into a Contract and Note with the Board of Trustees of State Institutions of Higher Learning pursuant to these Rules and Regulations and all applicable State Laws.~~

## **II. DOCUMENT REQUIREMENTS**

### **II. REQUIREMENTS FOR LOAN/SCHOLARSHIP APPLICANT**

~~Along with the Application, the following documents must be submitted:~~

To qualify, first time applicants must:

~~A. Entering freshmen must provide an official high school transcript mailed directly from the high school reporting grades 9-12 and received by the established deadline. The transcript must report the cumulative high school grade point average and composite ACT score. The high school grade point average may be calculated on a seven semester high school transcript.~~

A. Complete an application on-line at [www.mississippi.edu](http://www.mississippi.edu) by the deadline date of March 31<sup>st</sup>

~~B. For an other applicants, official academic transcript from the school/college/university last attended. The transcript must report grades from all schools/colleges/universities attended. If the transcript does not report grades from all schools/colleges/universities attended, then individual transcripts must be submitted.~~

B. Pass the reading, writing and math parts of Praxis I and submit all three test scores to the Mississippi Office of Student Financial Aid. See the Praxis I exemption in Section I. C.

~~C. One executed and dated copy of the Contract.~~

C. Participate in Entrance Counseling.

~~D. One executed and notarized copy of the Rules and Regulations.~~

D. Mail in a signed and initialed copy of the CNTP Rules and Regulations to the Mississippi Office of Student Financial Aid.

#### ***NEW ADDITIONS:***

E. Have a cumulative college GPA of 2.5.

F. Mail to the Mississippi Office of Student Financial Aid a completed, signed and notarized CNTP Contract and Note. The recipient must enter into a Contract and Note with the Board of Trustees of State Institutions of Higher Learning pursuant to these Rules and Regulations and all applicable State Laws. *Please note: the contract will be mailed once the applicant has been awarded. Failure to return a completed, signed and notarized CNTP Contract and Note nullifies the award.*

To receive a second year, renewal applicants must:

1. Complete an application on-line at [www.mississippi.edu](http://www.mississippi.edu) by the deadline date of March 31<sup>st</sup>.
2. Participate in Entrance Counseling.
3. Maintain a cumulative 2.5 college GPA per period of enrollment (i.e. semester or trimester), maintain the enrollment status as awarded (full-time or part-time) for each period of enrollment, and remain in a program of study leading to a Class "A" standard teacher educator license, making satisfactory academic progress in accordance with the attending institution's policy.
4. Mail in a signed and initialed copy of the CNTP Rules and Regulations to the Mississippi Office of Student Financial Aid.

### **III. AMOUNT AND LENGTH OF LOAN/SCHOLARSHIP**

Awards shall be available to both full-time and part-time students.

~~A. The annual amount of the award for full-time students shall be equal to the total cost for tuition, room and meals, books, materials and fees at the college or university in which the student is enrolled, not to exceed an amount equal to the highest total cost of tuition, room and meals, books, materials and fees assessed by a state institution of higher learning and/or a state community/junior college during that school year. Awards made to nonresidents of the state shall not include any amount assessed by the college or university for out-of-state tuition. The annual award amount for part-time students shall be equal to the total cost of tuition, fees, and a reasonable allowance for books and living expenses.~~

A. The annual amount of the award for full-time students at a public college or university shall equal the total cost for tuition, room and meals, books, materials and fees at the college or university in which the student is enrolled, not to exceed an amount equal to the highest total cost of tuition, room and meals, books, materials and fees assessed by a State Institution of Higher Learning during that school year or the pro-rated amount for part-time students. The annual amount of the award for students at a private college or university shall equal the award of the nearest comparable public college or university as determined by the Board.

~~B. Students enrolling on a full-time basis may receive a maximum of four (4) annual awards. Students enrolling on a part-time basis may receive a maximum of six (6) annual awards.~~

B. Students enrolling on a full-time basis may receive a maximum of two (2) annual awards/four (4) semesters. Students enrolling on a part-time basis may receive a maximum awards equaling the maximum award of a full-time student of two (2) annual awards/four (4) semesters.

~~C. Checks shall be made either co-payable to the recipient and the school or to the school and mailed directly to the school, to be applied first toward tuition.~~

C. Checks shall be mailed directly to the school as indicated on the on-line application, to be applied first toward tuition and required fees.

***NEW ADDITIONS:***

D. Awards are not provided for out-of-state tuition costs or for summer school.

E. Once a student has received funds from the Critical Needs Teacher Loan/Scholarship program, he/she may not receive funds from the other undergraduate teacher programs, William Winter Teacher Scholar Loan (WWTS) and William Winter Alternative Route Scholar Loan (WWAR). CNTP recipients are not eligible to receive other state grant funds.

F. The amount of the loan/scholarship remains the same regardless if the recipient lives and/or moves on or off campus.

**IV. RECIPIENTS IN SCHOOL**

A. The recipient must maintain good standing at the educational institution in which he/she is enrolled at all times.

~~B. Should a recipient fail to maintain a 2.5 minimum grade point average (GPA) per academic year, he/she is suspended from participation in the program for the following academic year. An official transcript sent directly by the educational institution evidencing a 2.5 GPA for the non-eligible academic year will entitle such a recipient for renewal priority.~~

B. Should a recipient fail to maintain a 2.5 minimum grade point average (GPA) per period of enrollment (i.e. semester or trimester), he/she is suspended from participation in the program for the following period of enrollment. An official transcript sent directly by the educational institution evidencing a 2.5 GPA for the non-eligible period of enrollment will entitle such a recipient for renewal priority.

~~C. Persons who withdraw from school or fail to complete an appropriate program of study shall immediately become liable to the Board for the sum of all outstanding loans.~~

C. Persons who withdraw from school or fail to complete an appropriate program of study shall immediately become liable to the Board for the sum of all outstanding CNTP awards.

~~D. Recipient must at all times keep the Office of State Student Financial Aid informed of any change of address and phone number. Recipient will furnish a correct, complete home address and telephone number, and will immediately inform this office of any change of address and phone number.~~

D. The recipient must at all times keep the Mississippi Office of Student Financial Aid informed of any change of address and phone number. The recipient will furnish a correct, complete home

address and telephone number, and will immediately inform the Mississippi Office of Student Financial Aid of any change of address and phone number, which the recipient enters via the State Financial Aid's web site at [www.mississippi.edu](http://www.mississippi.edu).

~~E. Special circumstances regarding enrollment status, withdrawal or failure to complete the appropriate program of study should be addressed in writing to the Office of State Student Financial Aid.~~

E. Special circumstances regarding enrollment status, withdrawal, or failure to complete the appropriate program of study should be addressed in writing to the Mississippi Office of Student Financial Aid, 3825 Ridgewood Road, Jackson, MS 39211-6453.

## V. SERVICE OBLIGATION

~~A. If a recipient is unable to successfully take and pass the exit exam within one (1) calendar year, from the date of graduation, the unpaid principal and interest shall become due and payable on demand to the Board in equal consecutive monthly installments, as determined by the Board, with interest calculated at the current Federal Stafford Loan rate at the time of the occurrence of the event.~~

A. It is the responsibility of the awards recipient to secure employment as a full-time classroom teacher (K-12) in a critical geographical teacher shortage area or critical subject shortage area in the state of Mississippi as designated by the State Board of Education. The recipient will furnish to the Board evidence of employment in a designated shortage area, at the time of graduation, unless granted a deferment. Recipients receive forgiveness if they teach in a geographical shortage area or if they teach a critical subject 100% of the work day in a Mississippi public school approved by the State Board of Education. Designation as a Title I school does not necessarily mean that the school qualifies for teaching forgiveness. It is fully understood that it is the responsibility of the loan/scholarship recipient to seek and secure employment in an area designated as having a critical teacher shortage. Neither the Board nor the State Board of Education assumes the obligation to perform that function. Prospective teachers may contact the Mississippi Teacher Center for placement assistance at [www.mde.k12.ms.us/mtc](http://www.mde.k12.ms.us/mtc). Qualifying positions include teacher and school librarian; invalid positions include, but are not limited to, the following: assistant teacher, full-time substitute, high school counselor, curriculum specialist or administrator.

~~B. The recipient will furnish to the Board evidence of employment in a designated geographic shortage area, as defined at the time of graduation, within three months of graduation unless granted an exception for cause. It is fully understood that it is the responsibility of the loan/scholarship recipient to seek and secure employment in an area designated as having a critical teacher shortage. Neither the Board nor the State Board assumes the obligation to perform that function. Prospective teachers may contact the Mississippi Teacher Center for placement assistance.~~

B. Loans/Scholarships recipients may either have their loan/scholarship discharged by forgiveness through teaching service or by repayment:

1. The CNTP loan/scholarship recipient who renders service as a licensed full-time classroom teacher in a Mississippi public school district in a geographical area or subject area of the public school

curriculum in which there exist a critical shortage of teachers, as approved by the State Board of Education, shall have their CNTP loan converted to an interest-free scholarship. The loan to service obligation shall be discharged on the basis of one year's teaching service for one year of CNTP loan/scholarship received. Any person who received two (2) annual awards or fewer than two (2) annual awards or the equivalent of two (2) annual awards shall render one (1) year's teaching service for each year the full-time loan/scholarship was received. For part-time students, the amount of teaching service shall equal the amount equivalent to a full-time award as determined by the Board. For all recipients such service shall never be less than one (1) year regardless of the length of study provided under this loan/scholarship.

2. Any recipient failing to complete his/her required teaching obligation or educational requirement defined in Sections IV, C and VI, A, shall immediately become liable to the Board for the sum of all loan/scholarship awards made to that person less the corresponding amount of any awards for which service has been rendered, plus interest accruing at the current Federal Stafford Loan rate at the time the person discontinues his/her contractual obligation, except in the case of a deferral debt for cause when there is no employment position immediately available upon a teacher's completion of licensure requirements or in the case of required military service. After the period of such deferral such person shall begin or resume required teaching duties or shall become liable to the Board. If a claim for payment under this subsection is placed in the hands of an attorney for collection, the obligator shall be liable for an additional amount equal to a reasonable attorney's fee.

~~C. Loans/scholarships made to recipients shall be made and based upon the following options for repayment or conversion to interest free scholarships (REQUIRED military service excepted):~~

~~1. A loan/scholarship recipient who actually renders service as a licensed teacher in a public school district in a geographical area of the state where there is a critical shortage of teachers, as approved by the State Department of Education, shall be converted to interest free scholarships. Any person who received four (4) annual awards, or the equivalent of four (4) annual awards, shall render three (3) year's service as licensed teacher. Any person who received fewer than four (4) annual awards, or the equivalent of four (4) annual awards, shall render one (1) year's service as a licensed teacher for each year that that person received a full-time student scholarship, or for the number of academic hours equivalent to one (1) school year, as determined by the Board, which a part-time student received a loan/scholarship. (Exception Individuals who are unable to secure appropriate employment positions upon completion of licensure requirements, at the beginning of the first school year in which a recipient of a Critical Needs Teacher is eligible for employment as a licensed teacher, will be exempt.)~~

~~2. Any person failing to complete his/her required teaching obligation shall immediately become liable to the Board for the sum of all loan/scholarship awards made to that person less the corresponding amount of awards for which service has been rendered, plus interest accruing at the current Federal Stafford rate at the time the person discontinues his/her service, except in the case of a deferral debt for cause by the State Board of Education when there is no employment position immediately available upon a teacher's completion of licensure requirements. After the period of such deferral such person shall begin or resume required teaching duties or shall become liable to the Board. If a claim for payment this is placed in the hands of an attorney for collection, the obligor~~

~~shall be liable for an additional equal to reasonable attorney's fee.~~

C. The obligations made by the recipient of this loan/scholarship shall not be voidable by reason of the age of the student at the time of receiving the loan/scholarship.

~~D. The obligations made by the recipient of this loan/scholarship shall not be voidable by reason of the age of the student at the time of receiving the scholarship.~~

D. Special circumstances regarding a recipient's failure to acquire and/or complete the required teaching obligation should be addressed in writing to the Mississippi Office of Student Financial Aid, 3825 Ridgewood Road, Jackson, MS 39211-6453.

~~E. Special circumstances regarding recipients failure to complete the required teaching obligation should be addressed in writing to the Office of State Student Financial Aid.~~

## **VI. LOAN OBLIGATION**

~~A. Recipient must repay his/her loan (principal and interest thereon) in sixty (60) or less equal consecutive monthly installments should he/she withdraw from school, fail to complete an appropriate program of study or fail to render service as a licensed teacher in a public school district in a geographical area of the state where there is a critical shortage of teachers as designated by the State Board of Education.~~

A. Recipient must repay his/her loan (principal and interest thereon) in 120 or less equal consecutive monthly installments should he/she withdraw from school, fail to complete an appropriate program of study or fail to render service as a licensed full-time teacher in a Mississippi public school district in a geographical or subject area of the state where there is a critical shortage of teachers as designated by the State Board of Education.

~~B. The rate of Interest charged a loan recipient shall be at the current Federal Stafford Loan rate at the time of the occurrence of the event on the unpaid balance. Repayment commences one (1) month after the occurrence of event.~~

B. The rate of interest charged a loan recipient shall be at the current Federal Stafford Loan rate at the time of the occurrence of the event on the unpaid balance. Repayment commences one (1) month after the occurrence of one of the events outlined in the preceding paragraph (VI. A).

~~C. If the recipient fails to repay his/her loan (principal and interest thereon in sixty (60) or less equal consecutive monthly installments, all principal and interest outstanding, together with costs of collection shall become immediately due and payable and demand shall be made by mailing the same to the obligor at the last address furnished by said obligor. Should payment of the sum due not be made in full within thirty (30) days, on the 30th day following the date demand was made, the Contracts and Notes executed by the obligor shall be placed with an attorney for collection, at which point the obligor shall become liable for reasonable attorneys' fees and court costs in addition to the other sums due and owing.~~

C. If the recipient fails to repay his/her loan (principal and interest thereon) in 120 or less equal consecutive monthly installments, all principal and interest outstanding, together with costs of collection, shall become immediately due and payable and, demand shall be made by mailing the same to the obligor at the last address furnished by said obligor. Should payment of the sum due not be made in full within thirty (30) days, from the date demand was made, the Contracts and Notes executed by the obligor shall be placed with an attorney for collection, at which point the obligor shall become liable for reasonable attorneys' fees and court costs, in addition to the other sums due and owing.

D. The obligations made by the recipient of the loan/scholarship shall not be voidable by reason of the age of the student at the time of receiving the scholarship.

~~E. Special circumstances regarding a recipient's failure to meet the loan obligation requirements should be addressed in writing to the Office of State Student Financial Aid.~~

E. Special circumstances regarding a recipient's failure to meet the loan obligation requirements should be addressed in writing to the Mississippi Office of Compliance and Collections, 3825 Ridgewood Road, Jackson, Mississippi, 39211-6453.

## **VII. MILITARY SERVICE**

In terms of military service the following definitions shall apply:

**REQUIRED** military service is that service which is required of an individual in the service of the Armed Forces of the United States; it does not include a military service obligation incurred to repay a grant, stipend, or scholarship granted the individual prior to, during, or after the award of the Critical Needs Teacher Loan/Scholarship Program.

**OBLIGATED** or **VOLUNTARY** military service is that service which is performed by the individual in repayment of a debt owed the United States government as a result of military scholarships, ROTC scholarships, etc. received by the individual. Service is **VOLUNTARY** if the individual is not obligated to incur a period of military service, but chooses to incur the service obligation.

A. Loans/Scholarship shall be eligible for deferment of the accrual of interest and the repayment of principal during the time of required military service:

~~1. In the event of **REQUIRED** military service, the recipient must apply in writing to the Board for a leave of absence, stating beginning and ending dates~~

~~2. The recipient must supply the Board with a copy of military orders.~~

~~3. Deferment of the obligation to repay due to military service must be requested and approved by the Board on a year to year basis (annually).~~

~~4. Immediately upon completion of **REQUIRED** military service, the recipient must elect among the~~

~~options for repayment or service repayment and notify the Board of such election.~~

~~5. If a recipient continues **REQUIRED** military service for any reason beyond the required time, then that person shall be declared ineligible for deferment and the remaining unpaid principal and interest due and payable shall become due and payable on demand to the Board in equal consecutive monthly installments as determined by the Board with interest calculated at the current Federal Stafford Loan rate at the time of the occurrence of the event.~~

1. The recipient must apply in writing to the Board for a leave of absence, stating beginning and ending dates of such required military service.

2. The recipient must supply the Board with a copy of military orders.

3. Deferment of the obligation to repay due to military service must be requested by the recipient and approved by the Board on a year-to-year basis (annually).

4. Immediately upon completion of **REQUIRED** military service, the recipient must elect among the options for repayment or teaching service defined in Section V. and notifies the Board of such election.

5. If a recipient continues military service for any reason beyond the **REQUIRED** time, then that person shall be declared ineligible for deferment and the remaining unpaid principal and interest shall become due and payable on demand to the Board in equal consecutive monthly installments as determined by the Board, with interest calculated at the current Federal Stafford Loan rate at the time of the occurrence of such event.

~~B. If a recipient obligates himself/herself to **VOLUNTARY** military service prior to, during, or after the award of the Critical Needs Teacher Loan/Scholarship Program, then that person shall be declared ineligible for deferment and the remaining unpaid principal and interest due and payable shall become due and payable on demand to the Board in equal consecutive monthly installments, as determined by the Board, with interest calculated at the current Federal Stafford Loan rate at the time the occurrence of the event.~~

B. If a recipient obligates himself/herself to **VOLUNTARY** military service prior to, during, or after the award under the Critical Needs Teacher Loan/Scholarship program, then that person shall be declared ineligible for deferment and the remaining unpaid principal and interest shall become due and payable on demand to the Board in equal consecutive monthly installments, as determined by the Board, with interest calculated at the current Federal Stafford Loan rate at the time of the occurrence of such event.

## **VIII. DEATH/TOTAL AND PERMANENT DISABILITY/BANKRUPTCY**

### **A. Death**

1. If an individual recipient dies and that recipient had elected to repay by service as specified in

~~Section V. C. 1 and 2 or by loan as specified In Section VI. A., then the recipient's obligation is canceled.~~

1. If an individual recipient dies and, that recipient had elected to repay by teaching service as specified in Section V. or, by loan as specified in Section VI. then the recipient's obligation is canceled.

2. The Board shall require a copy of the death certificate or other proof of death that is acceptable under applicable State Law. If a death certificate: or other acceptable proof of death is not available, the recipient's obligation for service or on the loan is canceled only upon a determination by the Board on the basis of other evidence that the Board finds conclusive.

3. The Board may not attempt to collect on the loan from the deceased recipient's estate.

#### B. Total and Permanent Disability

1. If the Board determines that an individual recipient is totally and permanently disabled, the recipient's obligation to make any further payments of principal and interest on the loan is canceled. A recipient is not considered totally and permanently disabled on the basis of a condition that existed before he/she applied for the loan/scholarship, unless the recipient's condition has substantially deteriorated since he/she submitted the loan/scholarship application, so as to render the recipient totally and permanently disabled.

~~2. After being notified by the recipient or the recipient's representative that the recipient claims to be totally and permanently disabled, the Board shall promptly request that the recipient or the recipient's representative obtain a certification from a physician who is a doctor of medicine or osteopathy and legally authorized to practice, on a form provided or approved by the Board, that the recipient is totally and permanently disabled. The Board shall continue collection until it receives the certification or receives a letter from a physician stating that the certification has been requested and that additional time is needed to determine if the recipient is totally and permanently disabled. After receiving the physician's certification or letter, the Board may not attempt to collect from the recipient.~~

2. After being notified by the recipient or the recipient's representative that the recipient claims to be totally and permanently disabled, the Board shall promptly request that the recipient or the recipient's representative obtain a certification from a physician, who is a doctor of medicine or osteopathy and legally authorized to practice, on a form provided or approved by the Board and other necessary documents as requested, that the recipient is totally and permanently disabled. The Board shall continue collection until it receives the certification or, receives a letter from a physician stating that the certification has been requested and, that additional time is needed to determine if the recipient is totally and permanently disabled. After receiving the physician's certification or letter and other necessary documents as requested and the student is found to be totally and permanently disabled, the Board may not attempt to collect from the recipient.

~~3. If the Board determines that a loan owed by a recipient who claims to be totally and permanently disabled is not eligible for cancellation for that reason, or if the Board has not received the~~

~~physician's certification described in paragraph [B](2) of this section, within 60 days of the receipt of the physician's letter described in paragraph [B](2) of this section, the Board shall resume collection and shall be deemed to have exercised forbearance of payment of both principal and interest from the date the Board received the physician's letter described in paragraph [B](2) of this section.~~

3. If the Board determines that a loan owed by a recipient, who claims to be totally and permanently disabled, is not eligible for cancellation for that reason, or if the Board has not received the physician's certification and other requested documents, as described in paragraph [B](2) of this section, within 60 days of the receipt of the documents as described in paragraph [B](2) of this section, the Board shall resume collection and shall be deemed to have exercised forbearance of payment of both principal and interest from the date the Board received the documents described in paragraph [B](2) of this section until such a determination of ineligibility is made by the Board.

### C. Bankruptcy

Loans made pursuant to the Critical Needs Teacher Loan/Scholarship Program are nondischargeable in bankruptcy.

## IX. WARRANTY

~~The acceptance of a Critical Needs Teacher Loan/Scholarship Program shall be deemed equivalent to an appointment by each recipient of the Secretary of State of the State of Mississippi to be his/her true and lawful attorney, upon whom may be served all lawful processes and summons in any action or proceeding against him/her in the event he/she removes himself/herself from this State and the processes of its courts, and growing out of any breach of Contract and Note by the recipient for failure to fulfill his/her Contract and Note with the Board or to repay the Critical Needs Teacher Loan/Scholarship including interest pursuant to the law and Contract and Note, and said acceptance of the loan rights and privileges shall be a signification of the applicant's agreement that any such process or summons against him/her which is so served upon the Secretary of State, shall be of the same legal force and validity as if served on him/her personally. The venue of all causes of action against such nonresidents shall be Hinds County, Mississippi.~~

The acceptance of the CNTP loan/scholarship under the Critical Needs Teacher Loan/Scholarship program shall be deemed equivalent to an appointment of the Secretary of State of the State of Mississippi by each recipient to be his/her designated agent for service of process, upon whom may be served all lawful processes and summons in any action or proceeding against him/her in the event he/she removes himself/herself from this State and the processes of its courts, growing out of any breach of the CNTP Contract and Note by the recipient for failure to fulfill his/her Contract and Note with the Board or, to repay the Critical Needs Teacher Loan/Scholarship, including interest pursuant to the law and the CNTP Contract and Note, and, said acceptance of the loan rights and privileges shall be a signification of the applicant's agreement that any such process or summons against him/her, which is so served upon the Secretary of State, shall be of the same legal force and validity as if served on him/her personally. The venue of all causes of action against such nonresidents shall be Hinds County, Mississippi.

