



# Wyoming Department of Education

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## MEMORANDUM NO. 2013-078

**TO:** School District Superintendents  
Curriculum Directors

**FROM:** Jim Rose, Ed.D.  
Interim Director

**DATE:** June 11, 2013

**SUBJECT:** HEA88, Wyoming Adjunct Professor Loan Repayment Program

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### INFORMATION TO SHARE

Attached are draft documents that relate to the passage of HEA88, Wyoming Adjunct Professor Loan Repayment Program. This legislation was passed in the most recent session of the Wyoming Legislature.

As you may know, this new law provides funding for high school teachers to receive assistance in obtaining the necessary educational credentials to become adjunct faculty at one of the state's postsecondary institutions in order to provide concurrent instruction.

Funding will become available on July 1. I would appreciate your review and comments on the attached materials as soon as possible. In order to conform to the short timeline the law requires, **the date established for initial applications is July 5**. You will note, there are several steps to the process, so a timely response from you will be most appreciated.

The final documents will be posted on the WCCC website beginning 1 July [[www.communitycolleges.wy.edu](http://www.communitycolleges.wy.edu)]. If you have questions, please feel free to contact me or Dr. Joe McCann at the Commission ([joe.mccann@wyo.gov](mailto:joe.mccann@wyo.gov), 777-6290).

**Nomination and Binding Agreement  
Wyoming Adjunct Professor Loan Repayment Program Application**

\_\_\_\_\_ is hereby nominated by School District Number \_\_\_\_ of \_\_\_\_\_ County for Wyoming Adjunct Professor Loan Repayment Program funding.

A. The following class(es) are approved under W.S. 21-20-201, and will be taught by the applicant upon successful completion of the education program supported by this loan program:

High School Class Name	College Course Number and Name	College Credits	Estimated Number of H.S. Students to be Taught per Semester

- B. Degree and Major to be earned, if any: \_\_\_\_\_
- C. On page 4, please indicate the course(s) that will be taken along with the required information for each.
- D. Estimated total tuition and fee cost: \$ \_\_\_\_\_
- E. Education program start date: \_\_\_\_\_
- F. Education program estimated completion date: \_\_\_\_\_
- G. Estimated first semester delivering concurrent enrollment course(s) identified in A. above after completion of the education program: \_\_\_\_\_
- H. List of concurrent college course(s) being delivered within the school district currently (see page 5):
- I. The terms for repayment of this loan, interest rates, default process and procedures, deferral, forgiveness and performance requirements in lieu of cash repayment are published in Wyoming Community College Commission Administrative Rules, Chapter 5, Section 10.
- J. The school district shall certify to the Wyoming Community College Commission (Commission) successful or unsuccessful course completion each semester or term.
- K. It is the applicant's responsibility to contact the Commission's loan processor, currently Align, at 1-800-999-6541, ext. 9019 immediately upon notification they have been approved for the program. Failure to do so may disqualify the applicant.
- L. All loan funds will be disbursed by the Commission directly to the applicant upon successful completion of each semester or term. Applicant must complete a WOLFS Form 109(a) located at [http://sao.state.wy.us/Wolfs&Payroll/WOLFS\\_Forms/wolfs109a.pdf](http://sao.state.wy.us/Wolfs&Payroll/WOLFS_Forms/wolfs109a.pdf) and attach it to this application.

I certify I have read W.S. 21-7-303, this Binding Agreement and Commission Rules, Chapter 5, Section 10 and agree to comply with the applicable provisions of all three. I further understand that it is my responsibility to provide to my school district complete transcripts upon completion of each semester of instruction.

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Nominated Teacher's Signature and Date

I certify I have read W.S. 21-7-303, this Binding Agreement and Commission Rules, Chapter 5, Section 10, and agree to comply with the applicable provisions of all three, and I acknowledge the school district's responsibility to notify the Commission should this nominee cease employment with the district prior to completion of two consecutive years teaching the

agreed upon concurrent course(s). I further certify this nominee is a resident of the state of Wyoming as defined in W.S. 22-1-102(a)(xxx), is employed by this school district as a teacher as defined in W.S. 21-7-102, is certified by and in good standing with the Professional Teaching Standards Board as required by W.S. 21-7-303, and has a current certificate on file which is available for review at the district central administrative office. If there is more than one nominee from this school district, this nominee is priority \_\_\_\_\_ of \_\_\_\_\_.

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School District Superintendent's Signature and Date

I certify I have read W.S. 21-7-303, this Binding Agreement and Commission Rules, Chapter 5, Section 10 and agree to comply with the applicable provisions of all three.

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Wyoming Community College District President's or UW President's Signature and Date

Wyoming Community College District or UW Use Only:

Applicant's Name: \_\_\_\_\_

This is application \_\_\_\_\_ of \_\_\_\_\_ and is our priority number \_\_\_\_\_.

Commission Use Only:

Approved \_\_\_\_\_

Disapproved \_\_\_\_\_

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Executive Director's Signature and Date

Date Nominee Informed: \_\_\_\_\_

Applicant's Education Program

Course Number and Name	
Semester Credit Hours	
University Attending	
Semester(s) Attending	
In-Residence or Distance Education	
Estimated Cost for Tuition	
Estimated Fees Per Class	

Course Number and Name	
Semester Credit Hours	
University Attending	
Semester(s) Attending	
In-Residence or Distance Education	
Estimated Cost for Tuition	
Estimated Fees Per Class	

Course Number and Name	
Semester Credit Hours	
University Attending	
Semester(s) Attending	
In-Residence or Distance Education	
Estimated Cost for Tuition	
Estimated Fees Per Class	

Course Number and Name	
Semester Credit Hours	
University Attending	
Semester(s) Attending	
In-Residence or Distance Education	



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## Wyoming Adjunct Professor Loan Repayment Program Checklist

**Applicant's Name**

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**Contact Information (Address and phone number)**

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**School District Where Employed**

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**Contact Information (Address and phone number of district administrative office)**

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**Collaborating Post-Secondary Institution**

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**Contact Information (Academic Affairs VP and phone number)**

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**First semester using this program**

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Applicant's Responsibilities (not necessarily in order)		
	Complete	Comments
Applicant and school district discuss nomination. If the school district agrees to nominate the applicant, then the school district and applicant can proceed.	<input type="checkbox"/>	
Applicant decides which accredited post-secondary institution they plan to	<input type="checkbox"/>	

Project Initiation Checklist

attend in order to obtain needed coursework.		
Applicant ensures they are accepted into the school, and determines what the tuition and fees will be for them to take needed courses.	<input type="checkbox"/>	
Applicant verifies with the post-secondary institution that the classes selected fit the post-secondary institution's qualifications.	<input type="checkbox"/>	
Applicant completes WOLFS – 109(a)	<input type="checkbox"/>	
<b>School District Responsibilities (not necessarily in order)</b>		
	<b>Completed</b>	<b>Comments</b>
School district nominates the applicant by completing an application form.	<input type="checkbox"/>	
School district contacts post-secondary institution to determine what concurrent course(s) will be taught by applicant.	<input type="checkbox"/>	
School district works with applicant and post-secondary institution to determine the courses/program needed, estimates tuition and fees, and start and completion dates. The agreement must also list the concurrent courses that will be taught after completion of the required coursework.	<input type="checkbox"/>	
School district has the applicant and their superintendent or designee sign the completed agreement.	<input type="checkbox"/>	
School district sends agreement to the post-secondary institution for final review and signature. Include priority if more than one nominee is submitted.	<input type="checkbox"/>	
<b>Post-Secondary Institution Responsibilities (not necessarily in order)</b>		
	<b>Completed</b>	<b>Comments</b>
After having worked with the applicant and school district, a post-secondary institution representative reviews the agreement with listed coursework to be completed, and concurrent course(s) to be taught upon completion of coursework.	<input type="checkbox"/>	
In case of discrepancies, the post-secondary institution works with parties involved to achieve agreement.	<input type="checkbox"/>	



Project Initiation Checklist

Post-secondary institution can set their own due date for the completed agreements to reach their office for review. The post-secondary institution then determines priority of funding of applicants' applications that have been received from local school districts.	<input type="checkbox"/>	
Post-secondary institution president or designee signs agreement with attached priority list.	<input type="checkbox"/>	
Post-secondary institution sends completed agreements, which includes the priority list and WOLFS – 109(a) to the Wyoming Community College Commission by the first Friday in July.	<input type="checkbox"/>	

**Additional Information:**

Once the Commission receives the nomination forms and signed agreements from all the post-secondary institutions, the Executive Director and/or designee(s) will determine who will be funded based on Rules, available funding and prioritizations received from the post-secondary institutions. The Commission will send out award letters no later than the 3<sup>rd</sup> Friday in July to all parties of the agreement notifying all applicants who has and has not been funded.

Once the applicant has been notified their application/agreement was approved, the applicant is responsible for contacting Align at 1-800-999-6541 ext. 9019 to complete paperwork. There are deadlines associated with this paperwork, and failure to follow through with Align will void the agreement to fund the applicants' coursework.

**Section 10. Administering the Wyoming Adjunct Professor Loan Program**

(a) This Section is promulgated under authority of W.S. 21-7-701 as amended.

(b) The purpose of the Wyoming Adjunct Professor Loan Repayment Program (WAPLR program) is to make funds available to public school teachers who require additional coursework in order to qualify as adjunct instructors under the concurrent enrollment policies of a Wyoming community college district or the University of Wyoming (UW).

(c) Application Process:

(i) To be eligible to participate in this program, a public school teacher (applicant) shall:

(A) Secure from the school district a signed agreement using a form approved by the Commission.

(B) The agreement form shall include:

(I) Verification by the school district that the applicant is a resident of Wyoming as defined in Section 1 of these rules;

(II) Verification by the school district that the applicant is employed as a teacher within the school district;

(III) Verification by the school district that the applicant is in good standing with the Professional Teacher Standards Board.

(IV) Verification by the school district and the post-secondary institution that the schedule of proposed coursework is correct and necessary for the applicant to teach concurrent courses in the high school.

(V) A list and schedule of concurrent courses the applicant is expected to teach after completion of the educational program;

(VI) Signatures of the school district superintendent or designee and the president of the post-secondary institution or designee.

(d) The agreement described in (c) of this section shall constitute a nomination for the program and be submitted by the school district to the partner post-secondary institution in accordance with the deadline prescribed by the Commission. In the event the school district nominates more than one applicant, the school district shall prioritize nominations prior to submitting all applications to the partner post-secondary institution.

(e) Submission to the Commission:

(i) The post-secondary institution shall submit the nomination(s) to the Commission no later than the second Friday of March of the school year preceding the year in which the

educational program is planned. Because of the effective date of legislation, in 2013, this deadline shall be July 5, 2013.

(ii) In the event that the post-secondary institution receives more than one nomination, the post-secondary institution shall prioritize nominations prior to submitting all applications to the Commission.

(f) Selection Process:

(i) The Commission shall review all applications and select recipients based on the following criteria:

(A) Amount of coursework and length of time necessary to qualify the applicant to teach concurrent courses;

(B) Estimated number of high school students potentially impacted when the concurrent courses are offered by the school district;

(C) How the post-secondary institution has prioritized the nominations.

(D) The scope and access of concurrent courses currently offered by the school district.

(ii) The Commission shall notify successful applicants no later than the third Friday of April of the year in which the educational program is planned and specify the terms and conditions of the loan. Because of the effective date of legislation, in 2013, this deadline shall be July 19, 2013.

(g) Payment Process:

(i) Payment for reimbursement of tuition and fees shall be made by the Commission on a semester-by-semester basis to the applicant.

(A) Verification of successful completion for each course shall be made by the school district to the Commission and shall include:

(I) Transcript from the post-secondary institution showing the course or courses were completed with a passing grade of A, B, C, S or P;

(II) The total cost of tuition and fees to be reimbursed.

(B) If an applicant fails to meet the standard established in (A) of this section, the applicant will begin cash repayment as described in section (ii)(B)(V) of this section.

(ii) Terms and conditions of loans awarded under this section shall be approved by the Commission.

(A) Interest

(I) The interest rate shall be the average prime interest rate plus four percent (4%) computed by the Commission's financial institution in the same manner as specified under W.S. 39-16-108(b) for determining the interest rate on delinquent use taxes.

(II) Accrual of interest shall begin on the day of the first disbursement of funds.

(B) Loan Terms

(I) Loan origination fees shall be established by the Commission and deducted from the first disbursement of funds.

(II) The applicant shall sign a promissory note as approved by the Commission prior to disbursement to the student of any funds.

(III) The Commission or the contracted financial institution may disclose any delinquency or default on the applicant's loan to credit bureaus.

(IV) If the applicant fails to make a scheduled repayment, or fails to comply with any other term of the note, the Commission or the contracted financial institution may refer the applicant's loan to a collection agent; initiate legal proceedings against the student; and pursue judicial remedies.

(V) If the applicant fails to make a scheduled repayment or fails to comply with any other term of the promissory note, the entire unpaid balance of the loan, including interest due and accrued and any applicable penalty charges and collection fees, including attorney fees, will become immediately due and payable.

(VI) The applicant may prepay all or any part of the principal and accrued interest of the loan at any time without penalty. The applicant will promptly inform the Commission or the contracted financial institution of any change in name or address.

(VII) Upon completion of the academic program, the applicant must provide the following information annually until the following requirement is reported to the Commission:

(1.) Verification by the post-secondary institution that the applicant is qualified to teach in area(s) of study as designated by W.S. 21-20-201;

(2.) Verification by a Wyoming school district that the applicant is teaching a concurrent, college level credit-bearing course or courses in one or more local high schools.

(h) Terms of Repayment

(i) A recipient of a loan under this section may repay the loan without cash payment by teaching at least one concurrent class in a Wyoming public school as provided in subsection (VII) of this section. To qualify as repayment under this subsection, work shall be performed for

a minimum of two (2) years, which shall begin the fall semester of the academic year following completion of the educational program.

(ii) Repayment of loans shall continue as specified under the loan agreement until all loan obligations have been satisfied.

(iii) Qualified work shall be verified by the Commission by having received a letter from the applicant's employer stating the applicant is currently or has been employed as a teacher in a qualifying area of study. This letter must be submitted at the end of the spring semester for the two years immediately following completion of the academic program.

(iv) Subject to the cash repayment provision as detailed by W. S. 21-7-601, the loan is repayable in equal or graduated installments with the right of the Commission to accelerate payment, over a period not to exceed two (2) years that begins forty-five (45) days after the applicant ceases to be a student in the academic program. The Commission may approve a longer period for repayment in extenuating circumstances.

(i) Process for Cash Repayment. The process and schedule for cash repayment under section (h) of this section shall be administered by the Commission through its designated financial institution. Applicants shall be notified by the Commission through its designated financial institution of the approved payment plan.

(j) Default of a Loan

(i) A loan shall be in default when an installment is due and not paid in full within 90 days after the time period provided by these rules.

(ii) The process for collection of a loan in default shall be determined by the Commission through its designated financial institution.

(iii) The applicant in default shall pay any charges related to offsetting the note or any charges incurred should the note(s) be referred to an outside collection agency and any other collection charges, including attorney's fees allowed by state law.

(iv) Loan repayment options under this section may be deferred for:

(A) A period not to exceed five (5) years while the applicant is serving on full time active duty with any branch of the military services of the United States.

(v) Applicants may be granted a delay from having to repay loans and interest, including interest accrual, thereon, in whole or in part or complete cancellation, including interest accrual, thereon, when the requirement to repay would cause undue hardship, economic or otherwise. The financial institution responsible for servicing the loan will use its best judgment in applying the economic hardship deferment criteria used for the Federal Family Education Loan Program. The Commission reserves the right to consider and make the final decision as to any request on the basis of undue hardship, economic or otherwise.

(vi) Applicants shall not be considered in default when the school district or post-secondary institution does not offer a previously agreed upon concurrent course or courses, and such action does not extend the repayment period.

(vii) Complete cancellation of an applicant's debt will be granted only in limited circumstances. These circumstances may include an applicant's total and permanent disability, as determined by a medical or osteopathic physician, or death.

(A) An applicant who is determined to be totally and permanently disabled will have his/her loan placed in a conditional discharge period for up to three (3) years from the date the applicant became totally and permanently disabled.

(B) During this conditional period, the applicant need not pay principal and interest will not accrue. If the applicant continues to meet the total and permanent disability conditions during, and at the end of the three-year conditional period, the applicant's obligation to repay the loan is canceled, upon approval by the Commission.

(C) If the applicant does not continue to meet the cancellation requirements, the applicant must resume payment within forty-five (45) days of the medical opinion specified in (vi) of this section.

(k) Review and reporting. Any designated financial institution the Commission employs shall prepare a report once a year outlining the services it is providing and the progress made.