

OFFICE OF CHIEF OPERATIONS OFFICER
Summary of State Board of Education Agenda Items
Consent Agenda
August 27, 2020

OFFICE OF SCHOOL FINANCIAL SERVICES

- H. Approval to begin the Administrative Procedures Act process: To revise Miss. Admin. Code 7-3: 76.4, State Board Policy Chapter 76, Rules 76.4 – Housing Teacher Program

Executive Summary

The Mississippi Critical Teacher Shortage Act of 1998 has established a special home loan program available to licensed teachers who render services in geographical areas of the state that are designated by the State Board of Education as having a critical shortage of teachers. The Department of Education will advertise for the purpose of contracting with one or more public or private entities to assist with the implementation and administration of the program. Therefore, the revision of the policy will provide a uniform process that will be utilized as guidance to the contracted entity and school districts.

In Accordance with Miss. Code Ann. § 37-159-11, the MDE must implement specific guidelines to ensure compliance with Housing Assisted Teacher (HAT) requirements.

Recommendation: Approval

Back-up material attached

Chapter 76: Teachers

Rule 76.4 Housing. The Mississippi Employer-Assisted Housing Teacher Program is a special home loan program ~~that is~~ available to licensed teachers who render services in geographical areas of the state that are designated by the ~~Mississippi State~~ Board of Education as having a critical shortage of teachers. ~~The program will be administered by the Department of Education in conjunction with the Federal National Mortgage Association (Fannie Mae).~~ The Department of Education will advertise ~~for bids~~ for the purpose of contracting with ~~a one or more~~ public or private ~~entity entities~~ to assist with the implementation and administration of the program. ~~A maximum loan amount of \$6,000 will be available to eligible teachers to assist in paying closing costs associated with the purchase of a house.~~

Eligible teachers shall include any ~~state required~~ licensed teacher of a local ~~employee of a school board of a~~ school district who serves in the role of teacher providing direct instruction to students, ~~is required by law to obtain a teacher's license from the State Board of Education and who is assigned to an instructional area of work as defined by the State Department of Education~~ the equivalent of a minimum of three (3) normal periods per school day. ~~The program is available to eligible teachers of any income level.~~

~~A maximum loan amount of \$6,000.00 will be available to eligible teachers to assist in paying closing costs associated with the purchase of a house located in the county in which the school district, or any portion of the school district, is located. The loan is not limited to first-time home buyers.~~

Closing costs will include:

1. Down payment (limited to 2% of the sales price)
2. Lender Loan Origination
3. Teacher Grant Program Administrator
4. Attorney
5. Title Insurance
6. Appraisal
7. Credit Report
8. Pest Inspection
9. Survey
10. Recording Fees
11. Private Mortgage Insurance Premium

~~The teacher's house must be situated in the county in which the school district, or any portion of the school district, is located.~~

The amount loaned to any teacher will be converted to an interest-free grant ~~on the basis of~~ based on one (1) years' service in a geographical area of the state that is designated by the ~~Mississippi State~~ Board of Education as having a critical shortage of teachers for one-third (1/3) of the amount of the loan. Any teacher who ~~does not~~ fails to render three (3) years of service in a geographical area of the state that is designated by the ~~Mississippi State~~ Board of Education as

having a critical shortage of teachers will be liable to the Department of Education for one-third (1/3) of the amount of the loan for each year that the teacher ~~does not~~ fails to render such service, plus interest accruing at the current Stafford Loan rate at the time the person discontinues service. If a claim for repayment is placed in the hands of an attorney for collection, the teacher will be liable for an additional amount equal to a reasonable attorney's fee.

Overview of Loan Process

1. The teacher ~~will~~ shall contact the program administrator to ~~obtain confirmation that confirm whether~~ they are eligible for the program.
2. The teacher shall executes a contract for the purchase of a house in the county in which the school district, ~~or any portion of the school district,~~ is located.
3. The teacher shall makes a loan application with ~~one of the approved participating lenders as determined by Fannie Mae (Union Planters Bank, Deposit Guaranty Bank, Trustmark Bank)~~ any participating lender.
4. The lender ~~will~~ shall approve the loan and submit a copy of the loan approval to the program administrator with the anticipated closing date.
5. Closing attorney ~~will~~ shall send the program administrator a copy of HUD-1 Form forty-eight (48) hours prior to closing. The program administrator ~~will~~ shall wire the funds for the loan and mail a promissory note to be executed by the teacher at closing.
6. After closing, the lender ~~will~~ shall send the program administrator the signed promissory note. ~~Notes. The program is available to teachers of any income level The loan must be less than the Fannie Mae limit of \$227,150. The loan is not limited to first-time home buyers.~~

MISSISSIPPI EMPLOYER-ASSISTED HOUSING TEACHER PROGRAM LOAN AGREEMENT

Date of Agreement: _____

Teacher: _____

~~Teacher's Social Security Number: _____~~

School District: _____

Loan Amount upto \$6,000.00: _____

Beginning School Year: _____

This Agreement is made and entered into upon the above stated date by and between named

Teacher ("Teacher") and the Mississippi State Department of Education ("Department"),

For purposes of this agreement "School District" or "District" shall mean any school district that has been designated by the State Board of Education as a geographical area where there exists a critical shortage of teachers.

WITNESSETH:

- a. Purpose. Teacher has ~~elected to apply~~ applied to the Department for a loan for the purpose of purchasing a residence pursuant to the Mississippi Employer-Assisted Housing Teacher Program (Program). ~~See Miss. Code Ann. § 37-159-11. enacted by Section 37-159-11, Mississippi Code of 1972 Annotated ("Program").~~ The Department has agreed agrees to lend to Teacher the above stated Loan Amount pursuant to the terms of the Program, of which the Teacher is aware, and upon the terms and conditions herein stated.
- b. Use of Loan Amount. Teacher shall only use the Loan Amount for the purposes of acquiring a residence within the County in which the District or any part of the District is located.
- c. Term of Agreement. The term of this Agreement shall commence upon ~~the later of the commencement of~~ the Beginning School Year or the date of this Agreement above stated, ~~whichever is later.~~
- d. Grant for Service. Commencing with the Beginning School Year above stated, Teacher shall receive a grant for each year of service rendered as a teacher in the District of one-third (1/3) of the total Loan Amount with no interest accrued upon such grant.
- e. Service of Teacher. Teacher agrees to render service as a teacher in the District for three (3) consecutive years commencing with the Beginning School Year and that the school year in which the Agreement is executed will be considered the Beginning School Year provided the Agreement is executed by December 1 of the school year, otherwise, the Beginning School Year will be the next school year. ~~Provided however that the~~ Teacher may choose to accept employment in another district that is located in whole or in part within the county in which the residence is located so long as that school district has been designated by the State Board of Education as a geographical area where ~~there exists~~ a critical shortage of teachers exist. In the event of this occurrence ~~the~~ Teacher shall still be considered ~~as being in compliance~~ compliant with this agreement and the years of service in each of the school districts served shall be added together in determining that three consecutive years have been served.
- f. Residence of Teacher. Teacher agrees to reside and occupy the residence acquired with the use of the Loan Amount during the term of this Agreement. Teacher may not lease ~~out~~ or rent to any person the said residence or any part thereof during the term ~~hereof of this Agreement.~~
- g. Tax Liability. Teacher acknowledges that the grant or forgiveness for rendering service as a teacher to the District may result in taxable income to Teacher for federal and/or state income tax purposes, and further acknowledges that liability for any and all taxes due upon such taxable income will be the sole responsibility and liability of Teacher, that the Department will withhold no sums from the amounts forgiven and will pay no withholdings thereon to the appropriate taxing authority. Teacher further acknowledges that the Department may furnish to the Internal Revenue Service and/or to the

Mississippi State Tax Commission, such information and upon such forms as are required to give notice to the said Internal Revenue Service and/or to the Mississippi State Tax Commission of the grant or forgiveness to Teacher.

- h.** Events of Default. Default shall consist of the occurrence of any one or more of the following events: ~~(a 1.)~~ failure of Teacher to render service to the District for three consecutive school years commencing with the Beginning School Year above stated; ~~(b 2.)~~ failure of Teacher to continuously reside in the residence acquired with the use of the Loan Amount for three consecutive school years commencing with the Beginning School Year above stated; ~~(c 3.)~~ any breach of any condition of this Agreement by Teacher; ~~or (d 4.)~~ breach of any condition under the Program by the Teacher.
- i.** Interest upon Default. Upon the occurrence of any event ~~Default, specified in Section (h) of this Agreement,~~ interest shall accrue upon the unforgiven and unpaid portion of the Loan Amount as of the date of this Agreement and continuing until paid in full. The interest rate shall be the Stafford Loan rate in effect upon the occurrence of an Event of Default, as said rate is from time to time determined by the United States Department of Education.
- j.** Actions upon Default. Upon the occurrence of any event ~~Default, specified in Section (h) of the Agreement,~~ the unforgiven and unpaid portion of the Loan Amount together, with all interest accrued from the date of the Agreement, shall be due ~~immediately.~~ The Department shall give ~~written~~ notice to Teacher of the sums due as of the date of default and the interest amount thereafter. Such notice shall be ~~made in writing and shall be deemed received by Teacher on the third business day after deposit in the United States mail, postage prepaid, and addressed to Teacher at the address of Teacher upon the records of the Department~~ sent via certified mail, return receipt request to Teacher at the address of Teacher upon the records of the Department. Teacher shall have 30 days from the time he or she received written notice to pay the sums due the Department. The Department may consider a repayment plan with the Teacher.
- k.** Collection Costs. If Teacher ~~does not~~ fails to pay the sums due the Department ~~within three business days after the day Teacher is deemed to have received the notice, the Department may employ an attorney or attorneys for the collection of the sums due, and in addition to the unforgiven and unpaid portion of the Loan Amount together with interest accrued and to accrue thereon, Teacher agrees to pay all costs of collection, including, but not limited to, reasonable attorneys' fees and court costs~~ by the deadline or in accordance with the repayment plan, if applicable, the Department may employ an attorney(s) for the collection of sums due, and shall be liable for an additional amount equal to reasonable attorneys' fees and court costs.
- l.** Duties of the District. By its execution hereof, the District agrees that this Agreement has been fully approved by order duly entered upon the minutes of its ~~local school board, of trustees,~~ and that its President/~~Chair~~ has been duly authorized to execute same. District further agrees to notify Department in writing within three business days of the occurrence of any of the following: ~~(a 1.)~~ Teacher ceases to render service to the District as a teacher at any time during the term hereof; ~~(b 2.)~~ Teacher ceases to reside in and occupy the actual residence purchased with the use of the Loan Amount.
- m.** Acts of God. Teacher's performance of any duty herein required to be performed shall not be excused by the occurrence of war, tornado, fire, earthquake, flood, or death or disability of Teacher, regardless of cause, or any other act of God, or by Teacher's termination by the

District.

- n. ~~Administration by Mississippi Home Corporation.~~ Department may contract with ~~Mississippi Home Corporation, or any other~~ one or more entity public or private entities that it is permitted to contract with under the Program, to perform all or some of its duties under the Program.
- o. ~~Applicable Laws and Rules and Regulations of the Mississippi State Board of Education.~~ This Agreement is subject to and shall be governed by ~~the statutes and construed in accordance with the laws~~ of the State of Mississippi in such cases made and provided and by the rules and regulations adopted by the ~~Mississippi~~ State Board of Education pursuant to the Program. In the event of a conflict between the terms of this Agreement and the ~~statutes laws~~ of the State of Mississippi, the ~~statutes laws~~ shall control; in the event of a conflict between the terms of this Agreement and the rules and regulations adopted by the ~~Mississippi~~ State Board of Education pursuant to the Program, the rules and regulations shall control.
- p. Advancement of Loan Amount. It is agreed that the Loan Amount ~~will shall~~ not be advanced until the closing of the purchase of a residence aforesaid by Teacher. It is further agreed that the above stated Loan Amount may be decreased due to lesser cash requirements at closing, and that if the Loan Amount is so decreased, this Agreement shall be deemed amended to reflect the amount actually advanced, and in all other respects shall remain in full force and effect. It is further agreed that the Loan Amount shall not be increased after execution hereof unless this Agreement is amended in writing and executed, by all parties hereto.

WITNESS the signatures of Teacher, of the duly authorized officer of the Department and of the President of the Board of Trustees of District as of the date first above mentioned.

TEACHER

_____Teacher

Date: _____

SWORN TO AND SUBSCRIBED before me, this the _____ day of _____, 20 _____.

_____NOTARY PUBLIC

My Commission Expires: _____

DISTRICT

School District

By: _____

Title: _____

Date: _____

SWORN TO AND SUBSCRIBED before me, this the _____ day of _____,
20____.

_____ NOTARY PUBLIC

My Commission Expires: _____

DEPARTMENT

Mississippi Department of Education

By: _____

Title: _____

Date: _____

SWORN TO AND SUBSCRIBED before me, this the _____ day of _____, 20____.

_____ NOTARY PUBLIC

My Commission Expires: _____

Source: *Miss. Code Ann. § § 37-1-3; 37-159-11 (Revised 08/2020)*

Chapter 76: Teachers

Rule 76.4 Housing. The Mississippi Employer-Assisted Housing Teacher Program is a special home loan program available to licensed teachers who render services in geographical areas of the state that are designated by the State Board of Education as having a critical shortage of teachers. The Department of Education will advertise for the purpose of contracting with one or more public or private entities to assist with the implementation and administration of the program.

Eligible teachers shall include any state required licensed teacher of a local school district who serves in the role of teacher providing direct instruction to students, the equivalent of a minimum of three (3) normal periods per school day. The program is available to eligible teachers of any income level.

A maximum loan amount of \$6,000.00 will be available to eligible teachers to assist in paying closing costs associated with the purchase of a house located in the county in which the school district, or any portion of the school district, is located. The loan is not limited to first-time home buyers.

Closing costs will include:

1. Down payment (limited to 2% of the sales price)
2. Lender Loan Origination
3. Teacher Grant Program Administrator
4. Attorney
5. Title Insurance
6. Appraisal
7. Credit Report
8. Pest Inspection
9. Survey
10. Recording Fees
11. Private Mortgage Insurance Premium

The amount loaned to any teacher will be converted to an interest-free grant based on one (1) years' service in a geographical area of the state that is designated by the State Board of Education as having a critical shortage of teachers for one-third (1/3) of the amount of the loan. Any teacher who fails to render three (3) years of service in a geographical area of the state that is designated by the State Board of Education as having a critical shortage of teachers will be liable to the Department of Education for one-third (1/3) of the amount of the loan for each year that the teacher fails to render such service, plus interest accruing at the current Stafford Loan rate at the time the person discontinues service. If a claim for repayment is placed in the hands of an attorney for collection, the teacher will be liable for an additional amount equal to a reasonable attorney's fee.

Overview of Loan Process

1. The teacher shall contact the program administrator to confirm whether they are eligible for the program.

2. The teacher shall execute a contract for the purchase of a house in the county in which the school district, or any portion of the school district, is located.
3. The teacher shall make a loan application with any participating lender.
4. The lender shall approve the loan and submit a copy of the loan approval to the program administrator with the anticipated closing date.
5. Closing attorney shall send the program administrator a copy of HUD-1 Form forty-eight (48) hours prior to closing. The program administrator shall wire the funds for the loan and mail a promissory note to be executed by the teacher at closing.
6. After closing, the lender shall send the program administrator the signed promissory note.

MISSISSIPPI EMPLOYER-ASSISTED HOUSING TEACHER PROGRAM LOAN AGREEMENT

Date of Agreement: _____

Teacher: _____

School District: _____

Loan Amount upto \$6,000.00: _____

Beginning School Year: _____

This Agreement is made and entered into upon the above stated date by and between named Teacher ("Teacher") and the Mississippi State Department of Education ("Department"),

For purposes of this agreement "School District" or "District" shall mean any school district that has been designated by the State Board of Education as a geographical area where there exists a critical shortage of teachers.

WITNESSETH:

- a. **Purpose.** Teacher has applied to the Department for a loan for the purpose of purchasing a residence pursuant to the Mississippi Employer-Assisted Housing Teacher Program (Program). *See* Miss. Code Ann. § 37-159-11. The Department agrees to lend to Teacher the above stated Loan Amount pursuant to the terms of the Program, of which the Teacher is aware, and upon the terms and conditions herein stated.
- b. **Use of Loan Amount.** Teacher shall only use the Loan Amount for the purposes of acquiring a residence within the County in which the District or any part of the District

is located.

- c. **Term of Agreement.** The term of this Agreement shall commence upon the Beginning School Year or the date of this Agreement above stated, whichever is later.
- d. **Grant for Service.** Commencing with the Beginning School Year above stated, Teacher shall receive a grant for each year of service rendered as a teacher in the District of one-third (1/3) of the total Loan Amount with no interest accrued upon such grant.
- e. **Service of Teacher.** Teacher agrees to render service as a teacher in the District for three (3) consecutive years commencing with the Beginning School Year and that the school year in which the Agreement is executed will be considered the Beginning School Year provided the Agreement is executed by December 1 of the school year, otherwise, the Beginning School Year will be the next school year. Teacher may choose to accept employment in another district that is located in whole or in part within the county in which the residence is located so long as that school district has been designated by the State Board of Education as a geographical area where a critical shortage of teachers exist. In the event of this occurrence Teacher shall still be considered compliant with this agreement and the years of service in each of the school districts served shall be added together in determining that three consecutive years have been served.
- f. **Residence of Teacher.** Teacher agrees to reside and occupy the residence acquired with the use of the Loan Amount during the term of this Agreement. Teacher may not lease or rent to any person the said residence or any part thereof during the term of this Agreement.
- g. **Tax Liability.** Teacher acknowledges that the grant or forgiveness for rendering service as a teacher to the District may result in taxable income to Teacher for federal and/or state income tax purposes, and further acknowledges that liability for any and all taxes due upon such taxable income will be the sole responsibility and liability of Teacher, that the Department will withhold no sums from the amounts forgiven and will pay no withholdings thereon to the appropriate taxing authority. Teacher further acknowledges that the Department may furnish to the Internal Revenue Service and/or to the Mississippi State Tax Commission, such information and upon such forms as are required to give notice to the said Internal Revenue Service and/or to the Mississippi State Tax Commission of the grant or forgiveness to Teacher.
- h. **Events of Default.** Default shall consist of the occurrence of any one or more of the following events: (1.) failure of Teacher to render service to the District for three consecutive school years commencing with the Beginning School Year above stated; (2.) failure of Teacher to continuously reside in the residence acquired with the use of the Loan Amount for three consecutive school years commencing with the Beginning School Year above stated; (3.) any breach of any condition of this Agreement by Teacher; or (4.) breach of any condition under the Program by the Teacher.
- i. **Interest upon Default.** Upon the occurrence of any event specified in Section (h) of this Agreement, interest shall accrue upon the unforgiven and unpaid portion of the Loan Amount as of the date of this Agreement and continuing until paid in full. The interest rate shall be the Stafford Loan rate in effect upon the occurrence of an Event of Default, as said rate is from time to time determined by the United States Department of Education.
- j. **Actions upon Default.** Upon the occurrence of any event specified in Section (h) of the Agreement, the unforgiven and unpaid portion of the Loan Amount together, with all interest accrued from the date of the Agreement, shall be due. The Department shall give

written notice to Teacher of the sums due as of the date of default and the interest amount thereafter. Such notice shall be sent via certified mail, return receipt request to Teacher at the address of Teacher upon the records of the Department. Teacher shall have 30 days from the time he or she received written notice to pay the sums due the Department. The Department may consider a repayment plan with the Teacher.

- k. **Collection Costs.** If Teacher fails to pay the sum due the Department by the deadline or in accordance with the repayment plan, if applicable, the Department may employ an attorney(s) for the collection of sums due, and shall be liable for an additional amount equal to reasonable attorneys' fees and court costs.
- l. **Duties of the District.** By its execution hereof, the District agrees that this Agreement has been fully approved by order duly entered upon the minutes of its local school board, and that its President/Chair has been duly authorized to execute same. District further agrees to notify Department in writing within three business days of the occurrence of any of the following: (1.) Teacher ceases to render service to the District as a teacher at any time during the term hereof; (2.) Teacher ceases to reside in and occupy the actual residence purchased with the use of the Loan Amount.
- m. **Acts of God.** Teacher's performance of any duty herein required to be performed shall not be excused by the occurrence of war, tornado, fire, earthquake, flood, or death or disability of Teacher, regardless of cause, or any other act of God, or by Teacher's termination by the District.
- n. **Administration.** Department may contract with one or more public or private entities that it is permitted to contract with under the Program, to perform all or some of its duties under the Program.
- o. **Applicable Laws and Rules and Regulations.** This Agreement is subject to and shall be governed by and construed in accordance with the laws of the State of Mississippi in such cases made and provided and by the rules and regulations adopted by the State Board of Education pursuant to the Program. In the event of a conflict between the terms of this Agreement and the laws of the State of Mississippi, the laws shall control; in the event of a conflict between the terms of this Agreement and the rules and regulations adopted by the State Board of Education pursuant to the Program, the rules and regulations shall control.
- p. **Advancement of Loan Amount.** It is agreed that the Loan Amount shall not be advanced until the closing of the purchase of a residence aforesaid by Teacher. It is further agreed that the above stated Loan Amount may be decreased due to lesser cash requirements at closing, and that if the Loan Amount is so decreased, this Agreement shall be deemed amended to reflect the amount actually advanced, and in all other respects shall remain in full force and effect. It is further agreed that the Loan Amount shall not be increased after execution hereof unless this Agreement is amended in writing and executed, by all parties hereto.

WITNESS the signatures of Teacher, of the duly authorized officer of the Department and of the President of the Board of Trustees of District as of the date first above mentioned.

TEACHER

_____Teacher

Date: _____

SWORN TO AND SUBSCRIBED before me, this the _____ day of _____, 20_____.

_____ NOTARY PUBLIC

My Commission Expires: _____

DISTRICT

_____ School District

By: _____

Title: _____

Date: _____

SWORN TO AND SUBSCRIBED before me, this the _____ day of _____, 20_____.

_____ NOTARY PUBLIC

My Commission Expires: _____

DEPARTMENT

Mississippi Department of Education

By: _____

Title: _____

Date: _____

SWORN TO AND SUBSCRIBED before me, this the _____ day of _____, 20_____.

_____ NOTARY PUBLIC

My Commission Expires: _____

Source: *Miss. Code Ann. §§ 37-1-3; 37-159-11 (Revised 08/2020)*