

University of South Alabama National Science Foundation Noyce Pathway to Science Program

**AGREEMENT BETWEEN THE UNIVERSITY OF SOUTH ALABAMA
AND _____**

THIS AGREEMENT is made and entered into this ____ day of **February, 2011** by and between the University of South Alabama (“USA”), a public body corporate, and _____ (“Student”).

WHEREAS, USA has secured a certain grant award from the National Science Foundation pursuant to a program known as “Noyce Pathway to Science” (“Program”) with said award governed by and in accordance with USA’s proposal dated June 1, 2009, and in accordance with the policies and guidelines established by the National Science Foundation under award number 0934829, which is incorporated herein by reference;

WHEREAS, pursuant to the Program specifications, USA selects eligible students to participate in the Program as recipients of the Robert Noyce Teacher Scholars Repayable Scholarship Program;

WHEREAS, pursuant to the Program’s selection criteria, Student, a currently enrolled student in the Alt. M.Ed. program at USA, has been selected to participate in the Program for **four consecutive semesters beginning in the Spring of 2011, as a student, and agrees to serve for three years as a “teacher of record” in a secondary school which is located within a high need local educational agency as meeting Program requirements;**

WHEREAS, Student desires to become a participant in the Program;

WHEREAS, USA and Student believe it is in the best interest of both parties to enter into this Agreement.

NOW, THEREFORE, for and in consideration of mutual promises contained herein and in other agreements between the parties, as well as the terms of the Program, the parties agree as follows:

While Student is enrolled at USA as a student in the Program, USA agrees to:

1. Provide Student with tuition, fees, books, and a room and board allowance in an amount determined by the University based upon available funding for the four consecutive semesters that Student is enrolled;
2. Reimburse Student’s qualifying professional development activities (as determined exclusively in USA’s discretion); and

Upon successful completion by Student of the academic portion of the Program, (i.e. graduation from USA’s Alt. M.Ed. program), USA further agrees to assist in identifying a qualified

teacher or university faculty member to serve as Student's mentor during his/her first two years of employment with a school system approved by USA as meeting Program requirements as defined below.

Student agrees to:

1. Remain a student in good standing in and successfully complete the Alt. M.Ed. program at USA as determined exclusively by USA;
2. Attend all scheduled Noyce Pathway to Science meetings;
3. After graduation from the Alt. M.Ed. program at USA, be employed for a total of three years as the "teacher of record" in a secondary school within a high need local educational agency pursuant to and as defined by the terms of the grant award referenced above. Student agrees to find a science teaching position in a school district with a school meeting program requirements for three years, with said position to commence within twelve (12) months following graduation from USA. Student will have eight years after graduation to complete this obligation; and
4. Provide proof of Student's employment referred to in the immediately preceding paragraph 3, pursuant to the terms of the grant award referenced above, in a time, place, and manner satisfactory to USA.

USA and Student agree:

1. Pursuant to the terms of this Agreement, failure of Student to remain a student in good standing at USA as required by this Agreement shall constitute a default of the Agreement by Student and Student shall then be obligated to repay all monies, including eligible interest, provided to Student by USA pursuant to this Agreement.
2. During the term of this Agreement, after Student's graduation from USA's Alt. M.Ed. program, failure by Student to remain employed as required by this Agreement shall constitute a default of the Agreement by Student and Student shall then be obligated to repay all monies, including eligible interest, provided to Student by USA pursuant to this Agreement.
3. During the term of this Agreement, failure by Student to provide adequate proof to USA of his/her continued qualified employment as described above in the time, place and manner acceptable to USA shall constitute a default by Student and Student shall then be obligated to repay all monies, including eligible interest, provided to Student by USA pursuant to this Agreement.
4. Student understands that he/she will be required to sign a promissory note (attached hereto as Exhibit "1") containing repayment terms in the event that Student defaults on said Agreement. Student also understands he/she may be required to sign additional promissory note(s) upon subsequent distribution(s) of funds under this Agreement, if the

applicable interest rate of repayment should increase or decrease from the date of distribution of the initial funds. The parties understand and agree that failure by Student to execute a requested promissory note will result in Student being in default of the terms and conditions of this Agreement and entitle USA to demand payment in full within thirty (30) days of notice to student, including, but not limited to, all monies paid to student, interest, fees and collection costs.

5. The parties understand and agree that Student may withdraw from the Noyce Pathway to Science Program at any time; provided, however, that Student will then be subject to repayment of all monies subject to this Agreement pursuant to the terms and conditions of Paragraph 4 of this Agreement and of the promissory note.
6. The parties understand and agree that this Agreement shall be governed by the laws of the State of Alabama and subject to exclusive jurisdiction, if applicable, in the Circuit Court of Mobile County, Alabama.

WITNESS THEREOF, the parties hereto have caused this Agreement to be made and executed as of the day, month and year as stated in the first paragraph of this Agreement.

University of South Alabama

NATIONAL SCIENCE FOUNDATION
NOYCE Pathway to Science Participant

André M. Green, Ph.D.
Principal Investigator
College of Education

(Printed Name)

By: _____
Robert K. Davis
Associate Vice President for Finance,
Contract Officer

(Date)