1.0 BACKGROUND AND STATUTORY AUTHORITY. 

The Board of Regents of the University of Guam is authorized under Title 17 of the Guam Code Annotated, to formulate rules and regulations to equitably and efficiently administer the Yamashita Teacher Corps Scholarship Program, in accordance with Chapter 15A of Title 17 of the Guam Code Annotated.

2.0 DEFINITIONS. 

As used in these rules and regulations, the following terms will have the following meaning.

(a) **Academic Year**: Fall and Spring Semesters for semester calendar system.
(b) **Board**: the Board of Regents of the University of Guam.
(c) **Cash Repayment**: monetary cash repayment for the period the deficiency was made and no service credit allowed.
(d) **Fee**: student, general laboratory and course fees applied to all students.
(e) **Full-time Status**: Twelve (12) or more credit hours per semester (Fall and Spring). Six (6) or more credit hours for Summer term (any combination of A, B, or C session).
(f) **Major Program**: selected students will pursue the prescribed program leading to the attainment of a Bachelor’s degree in Education, as approved by the Board of Regents at the time they are selected and enrolled in the Program.
(g) **Promissory Note**: Document signed by the student and their guarantors promising to repay the loan in accordance with the rules and regulations specified under the program.
(h) **Recipient**: an applicant of the Yamashita Teacher Corps program who was selected based on meeting all eligibility requirements, certified by the School of Education and approved by the Board of Regents.
(i) **Resident**: a United States Citizen or Permanent Resident Status (Green card holder) who has been a resident of Guam for a continuous period of at least one (1) year by **June 15th prior to the beginning of the academic year the award is to be awarded**.
(j) **Service Credit**: repayment of award obligation through employment service, upon completion of studies.
(k) **Stipend**: payment disbursed on a monthly installment.
(l) **Co-Signers**: Guam Residents who are financially and legally responsible.

3.0 LIMITATIONS AND PRIORITIES. 

The number of students in the program annually shall be limited only by the available space at the University of Guam School Of Education and the amount of funding available. However, the University of Guam may prioritize awards to students pursuing areas in teaching considered high needs by the Guam Department of Education in consultation with the University of Guam.

4.0 APPLICATION PROCEDURE AND REQUIREMENTS. 

An applicant for the Yamashita Teacher Corps scholarship must comply with the following procedures and requirements:

(a) Applicants must submit the official application prescribed by the Board and obtainable at the University of Guam Financial Aid Office. Applications shall include the following information:
   1. Evidence of eligibility in accordance with Section 5.0
   2. Evidence of acceptance into the School of Education.

(b) Completed applications must be submitted to the Financial Aid Office no later than the **published due date**, in order to be eligible for Financial Assistance for the Fall and Spring Semesters.
5.0 CRITERIA OF ELIGIBILITY. 

The following are eligibility requirements for the Yamashita Teacher Corps Program:

(a) Applicant must be a United States citizen or a permanent resident alien and a resident of Guam for at least one (1) year prior to the academic semester or term the student is admitted, registered, and enrolled in the program.
(b) Applicant must have been admitted to the School of Education.
(c) Applicants must be pursuing a field in teaching identified as “high needs area” by the Guam Department of Education.
(d) Applicants seeking funding for certification may qualify under this program if the area of certification is considered high need as defined by the Guam Department of Education.

6.0 SELECTION PROCEDURE. 

(a) Each eligible applicant (determined by an initial review by the Financial Aid Office) will be placed on a list submitted to the School of Education for certification of acceptance/non-acceptance into the school. In the event any applicant is not accepted into the School of Education, a decline letter will automatically be sent to applicant.
(b) A panel of reviewers consisting of two (2) representatives appointed by the Superintendent of the Guam Department of Education, two (2) representatives appointed by the Dean of the School of Education at the University of Guam, and a representative appointed by the President of the University of Guam, shall be empaneled to review all eligible applicants for final determination of award.
(c) The Yamashita Teacher Corps Review and Evaluation Panel, consisting of members defined in Section 6.0 (b), shall conduct interviews for the purpose of selecting scholarship recipients. The passing of the oral interviews and the meeting of established University of Guam entrance and academic requirements shall constitute the primary criteria for selection of Yamashita Teacher Corps scholarship recipients.
(d) Notice of award shall be sent to each recipient. If a recipient declines to accept the Yamashita Teacher Corps scholarship after it has been offered, such recipient shall not longer be entitled to receive such award from the Board of Regents during the award period and may reapply for the next academic year.
(e) All recipients shall attend a mandatory orientation to complete the award process. Failure to attend said orientation is cause to deny the Yamashita Teacher Corps Scholarship Award. All documents required by the Financial Aid Office to complete the award process will be received and completed by the recipient during the orientation process.

7.0 ATTENDANCE. 

Recipients are to attend the University of Guam, School of Education.

8.0 PROMISSORY NOTE.

All Yamashita Teacher Corps recipients shall execute a Promissory Note with two (2) responsible co-signers, who are residents of Guam and are financially able to repay the award in the event the student fails to comply with service obligations one hundred eighty (180) days from required employment date. Financial ability to repay includes but is not limited to documentation such as tax forms, employment verifications, business license, etc. No funds under this Program shall be disbursed while the recipient is attending the recipient’s approved institution until the note is submitted to the Financial Aid Office and the recipient is found to be in compliance with the requirements under this Program.

All monies disbursed during attendance under the Yamashita Teacher Corps will become due and payable in event of default or for cash (non-service credit) and shall be subject to an annual interest rate of ten percent (10%) in monthly installment payments. Such payments must not exceed ten (10) years. The University of Guam Collections Department/Bursar’s Office will compute the
recipient’s monthly installment payments, in the event of default or for cash (non-service credit) repayments.

9.0 AWARD BENEFITS. ________________
No recipients under this program may receive benefits beyond four (4) calendar years. Recipients are entitled to the following benefits:

(a) Tuition and fees each academic year for a period of not more than four (4) years.
(b) A nine (9) month stipend (beginning September and ending in May of each year) of Two Hundred Dollars ($200.00) per month for students who are below the Senior level and Four Hundred Dollars ($400.00) per month for Seniors.
(c) An allowance of Three Hundred Fifty Dollars ($350.00) per semester and One Hundred Fifty Dollars ($150.00) maximum for summer will be granted for textbooks
(d) Optional – Summer: Each recipient shall be entitled to tuition, fees, and textbooks for Summer session (any combination of A, B, or C) courses on a full-time basis.

10.0 TRANSACTION. ________________
Under the direction of the President, the Office of Administration & Finance shall be responsible for:

(a) Disbursements and collection of funds and/or service credit awarded recipients under the Yamashita Teacher Corps Program.
(b) Disbursements of tuition/fees, books, and stipends to recipients shall be made upon certification by the School of Education that all requirements for stipends are met. Stipends are based on the recipient’s level in the teacher training program, as determined by School of Education.
(c) Stipends at the beginning of each academic year will be disbursed in September (for August and September).
(d) Summer stipends will be disbursed in July (for June and July).

11.0 OBLIGATION OF RECIPIENTS. ________________
In order to remain in good standing and to continue in the scholarship program, recipients shall be required to meet the following:

(a) Comply with all Yamashita Teacher Corps program regulations as established by the Board of Regents and duly adjudicated.
(b) Maintain a minimum cumulative grade point average of not less than 2.75 each semester or Summer in the program. In the event a recipient drops below the minimum cumulative grade point average, the recipient shall be placed on probation for a period to be determined by the Board of Regents, but such probationary period shall not exceed two (3) semesters, exclusive of summers or intercessions.
(c) Must enroll for and maintain full-time student status, minimum twelve (12) credit hours per semester (Fall/Spring) and minimum of six (6) credit hours for Summer session. The Dean of the School of Education may allow for less than full-time enrollment, but no arrangement shall cause the extension of the completion time of degree under this program.
(d) Obtain written approval by special request from the Board before (with or without funding):

(1) changing major emphasis within the teaching program: change(s) may be approved by the Board if such change(s) would not extend the length of time required to complete the program (change of major is not allowed during the last academic year of attendance);
(3) full withdrawal from the program, unless such withdrawal was due to circumstances beyond the recipient's control and the Board subsequently approves such withdrawal in writing.
Changes to award status, known as ‘special requests’, shall be submitted in writing from a recipient to the Financial Aid Office. Such status change shall include, but not be limited to the following: change of academic program, change of institution, change of graduation date, deferment of attendance, or deferment of service obligation.

(1) Except for deferment requests and change of graduation date, special requests shall be submitted to the Financial Aid Office no later than two (2) months (sixty (60) calendar days) prior to the start of the academic term for which the request is to take effect. Requests received after the two (2) months (sixty (60) calendar days), shall be acknowledged and returned without any action indicating non-compliance with the deadline requirement.

A recipient who fails two or more subjects during any semester or Summer is subject to dismissal from the scholarship program.

A recipient may appeal to the Board through the Financial Aid Office for reinstatement to the program.

A recipient must be certified as remaining in good standing by the School of Education at the end of each semester with a cumulative GPA of 2.75.

All recipients must agree to work at a public school on Guam, for two years for each year assistance was provided (2:1).

All recipients must provide proof of full-time employment within six (6) months after graduation by submitting a Verification of Employment. Employment verifications shall be submitted by the recipient every six (6) months (June and December of each year). If a recipient wishes to continue the recipient’s education as a full-time student at a graduate or professional school, the recipient may defer his/her employment obligation on Guam until such additional studies are complete; provided, written approval has been granted from the Board. Failure to begin employment on Guam within six (6) months of graduation shall be cause for monetary repayment to become immediately due and payable in monthly monetary payments.

By accepting the award, the recipient agrees that the University of Guam may obtain any or all information from the respective institution as needed to comply with Board regulations.

12.0 FORFEITURE.

Any one or combination of the following may constitute sufficient reason for dismissal from the program:

(a) Suspension or dismissal for academic deficiency, disciplinary reason(s) or conviction of a felony.

(b) Forfeiture of the award under any one or combination of the provisions herein established.

(c) Failure to enroll in the Fall semester of the academic year immediately following the granting of the award, unless deferment of the enrollment in that semester is approved by the Board of Regents. A recipient granted such deferment will forfeit the award for failure to enroll in the next semester immediately following the approved deferment.

(d) Failure to maintain a cumulative grade point average of 2.75 each term, except a recipient may be allowed not more than two (2) regular academic terms to regain this average without cancellation of award.

(e) Failure to maintain full-time status, unless waived by the Dean of the School of Education. Such waiver shall not be approved by the Board if such waiver extends the original time of graduation.

(f) Failure to abide by any one or combination of the provisions of these policies as established by the Board of Regents of the University of Guam.

A recipient who forfeits an award and who regains entitlement of the award pursuant to §§12(c) (d) and (e) shall not be required to repay the amount awarded for that academic term in which the
13.0 SERVICE CREDIT. 

For the purpose of repayment, the recipient shall receive:

(a) As a condition of selection in the program, each recipient shall agree to begin employment within six (6) months from completion of his/her degree in the public school system of Guam and to continue in such employment for a period of time equal to two (2) calendar years for each academic year of support under the program.

(b) A recipient shall further agree that, in the event he fails to complete the program or refuses to fulfill the obligation set forth in (a), he/she shall then repay the Government of Guam through the Financial Aid Office, an amount equal to the total of tuition, fees, textbooks, stipends, and supplies paid on behalf of the recipient.

(c) Service Credit. The recipient shall receive service credit for each year of employment on Guam. If the recipient begins employment on Guam within six (6) months after graduation without interruption, the recipient is considered to have met the obligation to the Board and will receive credit beginning on the date of employment. A year of service credit is twelve (12) months. In the event that any portion of the assistance is not repaid through service credit, the amount unpaid in service credit shall become due and payable.

(d) Postponement. If the recipient does not begin employment as required by §13(a) herein within six (6) months after graduation to continue his/her higher education goals at a graduate or professional school on a regular full-time, on-campus basis, at an accredited institution of higher education, as recognized by the Council for Higher Education Accreditation (CHEA), an appeal may be submitted in writing to the Board for approval. Furthermore, postponement of service obligation through service may be granted those who are experiencing a family or medical emergency, in which an appeal may be submitted in writing to the Board for approval.

(e) Unapproved Postponement. The recipient who does not obtain prior approval from the Board and who does not return and begin employment on Guam within six (6) months after graduation must pay in cash the total amount received per year, calculated on a daily rate for each day the person is not employed on Guam. The daily rate will be calculated by the University of Guam Collections Department/Bursar’s Office based on applicable promissory notes.

Once this amount has been paid in full, the recipient is entitled to use service credit for the remaining amount of the debt for each year of employment on Guam.

(f) Interruption. If a recipient receiving service credit wishes to temporarily terminate employment on Guam to continue his/her education at a graduate or professional school on a regular full-time on-campus basis, at a U.S. accredited institution of higher education, as recognized by the Council for Higher Education Accreditation (CHEA), an appeal in writing must be submitted to the Board of Regents for approval. Upon approval, the repayment obligation shall be deferred for the period granted to continue studies. If prior approval of the Board is not obtained, the recipient must pay in cash for each day the person is not employed on Guam at a rate determined by the University of Guam Collections Department/Bursar’s Office. Once the amount is paid in full, the recipient is entitled to use service credit on the remaining debt.

(g) Ineligibility for Service Credit. Any recipient who did not receive the degree pre-approved by the Board of Regents, shall be ineligible for service credit. All monies disbursed during attendance under the Yamashita Teacher Corps Program will become due and payable and shall be subject to an annual interest rate of ten percent (10%) in monthly installment payments. Such payments must not exceed ten (10) years pursuant to law. The University of Guam Collections Department/Bursar’s Office will compute the recipient’s monthly installment payments in the event of default. Furthermore, permanent transfer to an off-Island office or branch of a Guam employer shall not count towards service credit and shall result in default on the date of transfer, and interest shall begin on such date of default.
(h) **Leave of Absence.** It is the responsibility of the recipient to inform the University of Guam of any leave of absence longer than forty-five (45) days. The recipient must remain employed pursuant to §13(a) herein to receive service credit while on off-Island temporary leave status.

(i) **Annual Proof of Employment.** It is the responsibility of the recipient to provide the Financial Aid Office or Bursar/Collection Office, documentary evidence (See Section 11, k) of such employment and each year thereafter, until such obligation is fulfilled.

14.0. **CONFLICT.**

Previous regulation(s) under which a recipient was awarded financial assistance shall continue to apply to the recipient for the remainder of the recipient’s studies, notwithstanding any revised regulation which conflicts with the previous regulation(s), unless specifically stated otherwise.