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COMMITTEE REPORT

HOUSE

FURTHER: HOUSE SPECIAL
COMMITTEE ON
STATE LOANS
FINANCE

2/3/83

Date: 5/11/83

Mr. Speaker:

The Committee on H.E.S.S. has had HB 174

An Act relating to student loan eligibility.

under consideration and reports it back as follows:

- do pass do not pass
- do pass with attached amendments(s)
- replace with CS for _____ same title
 new title
- and recommends _____
- AND attaches a "Letter of Intent" New Fiscal Note
- reports it back without ^{individual} recommendation Zero Fiscal Note Attached
- referred to the _____ Committee

**MEMBERS SIGNING
DO PASS**

**MEMBERS HAVING
OTHER RECOMMENDATIONS:**

John J. ...

...

...

CHAIRMAN

...

Student Loan Bills

HB 56 State Loans

HB 113 withdrawn

HB 159 H HESS

HB 174 H HESS

SB 118 S HESS

SB 135 S HESS

SB 185 S HESS

SB 197 S HESS

SB 209 S HESS

SB 210 S HESS

ALASKA STATE LEGISLATURE

INTERIM OFFICE:
P.O. BOX 81435
AIRBANKS, ALASKA 99706

IN SESSION:
POUCH V
JUNEAU, ALASKA 99811
(907) 465-4930/4941



CHAIRMAN
1983 INTERIOR DELEGATION

MEMBER
TRANSPORTATION
HEALTH, EDUCATION AND SOCIAL SERVICES
LABOR SUBCOMMITTEE
JOINT OIL AND GAS
RURAL EDUCATION ATTENDANCE AREAS

Representative Mike Davis
House District 19

I Material from Kathleen Smoyer

- A) Letter of student loan denial
- B) UAF & TVCC Grade Report
- C) Financial Aid Statement
- D) Postsecondary Regulations

Summary: Ms. Smoyer earned a 3.5 GPA at UAF while taking 10 credits during the Fall, 1982 semester, and she earned a 4.0 GPA at TVCC which she was attending concurrently. Because of present legislation, however, she was denied a student loan for the following semester.

II TVCC Letter from Campus President Rodney Enos

TVCC "supports the bill."

III JDCC Letter from Dean Richard Lee

"I feel that this is a constructive amendment which will allow greater flexibility for students in designating programs that will meet their educational goals."

IV UAF Letter from Financial Aid Officer Dianne Schmitt

"This bill is acceptable and also beneficial to many of the students in Southeast Alaska

V Alaska Statewide Student Association

"This amendment would allow these perfectly legitimate, full-time students to be eligible for the loans."

VI UAF 1982-83 Alaska Student Loan Information Sheet

"Courses in the following areas cannot be counted toward the full-time financial aid requirement: Tanana Valley Community College, correspondence, extension, or television."

VII ACC Letter from Dean Roger Worsley

- A) "I believe that students should be allowed to count credits from more than one institution toward fulfilling the requirement for eligibility for the student loan program."
- B) Suggests that 75 percent or 9 credits be taken from the parent institution.

Summary: 75 percent or 9 credits will soon be included in Postsecondary Commission regulations.

VIII UAF Letter from Financial Aid Officer Carol Thompson

- A) "We would also be required to include UA correspondence work and any other accredited school's correspondence study."
 - 1) This information is incorrect, since the parent institution decides whether or not correspondence courses may be applied toward student loan eligibility. This statement also contradicts the information supplied in the UAF Student Loan Information Sheet included in this packet.
- B) "Our primary concern at UAF is that the collection of the information needed to certify good academic standing and satisfactory progress would be so cumbersome and time consuming that our students would experience a considerable delay in actually receiving their state loan checks."
 - 1) According to Dr. Romesberg, this problem only exists for the Spring semester. We are presently working with Dr. Romesberg and the Postsecondary Commission to improve this situation.

ALASKA STATE LEGISLATURE

INTERIM OFFICE:
P.O. BOX 81435
FAIRBANKS, ALASKA 99708

IN SESSION:
POUCH V
JUNEAU, ALASKA 99811
(907) 465-4930/4941



CHAIRMAN
1983 INTERIOR DELEGATION

MEMBER
TRANSPORTATION
HEALTH, EDUCATION AND SOCIAL SERVICES
LABOR SUBCOMMITTEE
JOINT OIL AND GAS
RURAL EDUCATION ATTENDANCE AREAS

Representative Mike Davis
House District 19

HOUSE BILL 174

The purpose of House Bill 174 is to allow students to combine credits from the postsecondary schools which they are concurrently attending in order to be eligible for student loans.

This bill primarily addresses a problem in Fairbanks, in which students attending either the University of Alaska or Tanana Valley Community College cannot combine their total number of credits in order to reach the number of credits necessary to achieve full-time student status.

The greater purpose of this bill is to allow students more flexibility in determining which courses they will take while attending college. This legislation in effect acknowledges the close interrelationship between community colleges and universities, and the healthy diversity of programs and courses in both of these institutions. In all cases, a student must be enrolled full-time in a degree program from an accredited school in order to be eligible for a student loan.

The provisions of HB 174 are already partially in effect in both Anchorage and Juneau. In Anchorage, a consortium agreement exists between the University of Alaska and Anchorage Community College in which an undergraduate student taking a total of 12 credits between both schools is eligible for a student loan. In Juneau, the relationship between the University of Alaska and Juneau-Douglas Community College is such that there is again no difficulty in a student being able to receive a loan while taking a combined full-time credit load.

No opposition to this dual enrollment was voiced by the administration at UAA, ACC, UAF, or JDCC. Indeed, the feelings from these schools are extremely positive toward such a program. Verification of student grades is facilitated in these university-community college arrangements in that each school is able to directly access the student records of the companion school.

Dean Roger Worsley of ACC suggested that a student take 75 percent of the course load, or nine credits, from the parent institution in order to clarify which school is ultimately responsible for maintaining a student's complete academic records and for issuing student loan checks. According to Dr. Kerry Romesberg, a regulation within the Postsecondary Commission is expected to be enacted soon which will stipulate that this condition be followed. This regulation will also limit the amount of paperwork that financial aid officers will have to deal with for dual enrollment students.

A question has been posed several times as to whether or not credits from correspondence courses could be applied toward student loan eligibility under provisions of this bill. Under present regulations, students are allowed to apply these courses toward loan eligibility requirements at the discretion of the parent institution. These courses must be approved by the parent institution, and they must be administered by an accredited school.

The language of this bill differs slightly from the wording in Senate Bill 197 in that HB 174 refers to applying only credits, not credits or hours, toward student loan eligibility requirements. By accepting only credits, financial aid officers would not be subject to the time-consuming procedure of converting hours to credits.

The purpose of this bill, again, is simply to allow those students who are in financial need the opportunity to take full advantage of the academic programs offered at the schools in their area.



February 17, 1983

Representative Mike Davis
P.O. Box 81435
College, Alaska 99708

Dear Mike:

In regards to HB 174, Tanana Valley Community College supports the bill relative to students who "in total" are enrolled in 12 credits or more which makes them a full-time student within the system.

Sincerely,

Rodney Enos
Campus President

RE/jac

April 19, 1983

Rep. Mike Davis
Pouch V
Juneau, AK 99811

Dear Representative Davis:

Thanks for sending me a copy of House Bill No. 174 (An Act relating to student loan eligibility). I feel that this is a constructive amendment which will allow greater flexibility for students in designating programs that will meet their educational goals.

Sincerely,

A handwritten signature in dark ink, appearing to read "Richard S. Lee". The signature is fluid and cursive, with a long horizontal stroke at the end.

Richard S. Lee, Dean
Juneau Douglas Community College

RSL:cs



University of Alaska, Juneau

11120 Glacier Highway

Juneau, Alaska

99801

(907) 789-2101

To: Chancellor Paradise

From: Dianne Schmitt, Financial Aid Officer 42

Date: February 15, 1983

RE: LEGISLATION REGARDING THE ALASKA STUDENT LOAN PROGRAM

FEB 17 1983

Chancellor

University of Alaska, Juneau

Senate Bill # 118 reduces the time a student must be in the state before applying for a loan, but also limits loans to students who apply before graduation from high school. The one year residency requirement (reduced from two years) will put a stop to litigation in that area. However, the requirement for all loan applicants to apply while still in high school will be a detriment to the spirit of the loan program and establish a new justification for litigation.

As the UAJ Financial Aid Officer, I must oppose this bill for several reasons. 1) It is sometimes difficult for high school students to decide if they want to go to college. I know there will be many young people who will neglect to fill out the application before high school graduation and later decide to go to college. This bill is asking all seventeen year old students in Alaska to decide their life goal without experiencing life beyond the academic setting. 2) Many students do not consciously choose a career path until several years after high school and after many life experiences. This bill would not afford this type of student the same opportunity as that provided for students who begin college shortly after high school. 3) Many students wait several years after graduation from a baccalaureate program before pursuing graduate study. This bill does not mention graduate study; therefore, I am assuming that it could also be interpreted to eliminate loans for post-baccalaureate students.

House Bill # 56 asks for the loan interest rate to be raised to 7% and for the loan to be limited to the cost of tuition, room and board. This bill is acceptable.

House Bill # 174 says that a student may attend classes at two institutions to accumulate the 12 credits required for the loan program. This bill is acceptable and also beneficial to many of the students in Southeast Alaska.



Alaska Statewide Student Association

P.O. BOX 548
DOUGLAS, ALASKA 99824

REPRESENTING STUDENTS OF THE UNIVERSITY OF ALASKA STATEWIDE SYSTEM

ASSA requests that the following section be added to SPONSOR
SUBSTITUTE FOR HOUSE BILL 56:

AS 14.43.120(c) is amended to read:

(c) To maintain a loan the student must continue to be enrolled as a full-time student in good standing or as a part-time student in good standing in more than one institution for a total number of credits equivalent to a full-time student in a career education program, college, or university designated under (b) of this section. The commission shall adopt regulations defining "good standing" for purposes of this subsection.

At present, students enrolled at both UAF and TVCC, UAA and ACC, or Sitka CC and Sheldon Jackson may not receive scholarship loans unless they have a total of twelve credit hours at one or the other institution. This amendment would allow these perfectly legitimate, full-time students to be eligible for the loans.

Thank you.



FINANCIAL AID OFFICE

UNIVERSITY OF ALASKA, FAIRBANKS
Fairbanks, Alaska 99701

1982-83 ALASKA STUDENT LOAN INFORMATION

As a result of recent action by the Alaska Commission on Postsecondary Education, schools are no longer required to complete Part 5 of the Alaska Student Loan Application.

You may submit your application (two white copies) directly to the State Loan Office, retaining the yellow student copy, the cover sheets and this letter.

BE SURE THAT YOUR APPLICATION IS COMPLETELY FILLED OUT -- over 50% of the Alaska Student Loan applications are returned to the student because of omissions. When your application is received in Juneau, you will receive a blue post card with the date received indicated. This does not mean your application is complete; only that it has been received. You will next receive a promissory note in triplicate. Sign and date the note, list the dates of disbursement (8-20-82 for Fall 1982 semester and 1-1-83 for Spring 1983 semester), keep the varigold copy, and return the white and pink copies to Juneau.

Normally, the Financial Aid Office receives Alaska Student Loan checks in time to release funds at Registration. Before releasing checks, we must determine academic eligibility for each recipient. If you are currently enrolled at the University of Alaska-Fairbanks, you must be in good standing (2.0 semester and cumulative grade point average for undergraduates and 3.0 semester and cumulative grade point average for graduate students) to be eligible for your Fall 1982 check. Entering and transfer students must be admitted IN GOOD STANDING to a program leading toward a degree or certificate. Recipients must be full-time (12 credits for undergraduate, 9 credits for graduate students) and must complete 12 and 9 respectively each semester they receive a loan to be eligible for the following term.

Courses in the following areas cannot be counted toward the full-time financial aid requirement: Tanana Valley Community College, correspondence, extension, or television.

The eligibility requirements listed above reflect current Alaska State laws and regulations. NO EXCEPTIONS CAN BE MADE BY THE UNIVERSITY OF ALASKA-FAIRBANKS FINANCIAL AID OFFICE.

Any questions regarding the status of your application should be directed to the Alaska Student Loan Office in Juneau, since the Financial Aid Office acts only as a disbursing and certifying agency.

April 13, 1983

Representative Mike Davis
Pouch V
Juneau, Alaska 99811

Dear Representative Davis:

I am writing at the request of Kerry Howard to indicate my support of HB174 in concept. I believe that students should be allowed to count credits from more than one institution toward fulfilling the requirement for eligibility for the state student loan program.

However, I believe that there should be in place a consortium agreement between the two institutions as is now in existence between ACC/UAA. This agreement should require that 75 percent of the credits required for qualification should be taken at the parent institution. The parent institution is the institution which is disbursing the aid.

In the past, we have had problems in federal programs with students receiving aid from more than one institution. This is not the problem with the state loan, as there is only one check in this case. However, there is a lot of paperwork and staff time required in handling the state loan program. If a student were required to take 75 percent or nine credits from the parent institution, there would be an inherent commitment on the part of that student to attend that particular institution.

Another reason for this requirement is the necessity to certify academic eligibility between semesters. If a student is taking credits from more than one institution, a parent institution is required to obtain grade reports from all other institutions prior to certifying eligibility. This is simpler if consortium agreements are in effect. The time between semesters is short and the grade reporting process is lengthy. Reciprocal agreements between institutions for the release of grades is a complicated process covered by the privacy acts.

In summary, consortium agreements between cooperating institutions, with a parent institution requirement of 75 percent of the credits required for eligibility, would be a good addition to your bill in my view. Another desired addition would be for the parent institution to receive some support costs for facilitating the state loan program. Federal aid programs provide a percentage of dollars distributed to be used to administer their funds. The Alaska State Loan Program requires a lot of work on the part of our staff, but no funds are appropriated for this purpose. Our success in acquiring additional staff

REPRESENTATIVE MIKE DAVIS
4/13/83 PAGE 2

through the University budget process has not been good. A five or ten percent overhead distribution to institutions handling a large volume of state loan checks would certainly be beneficial.

Sincerely,

Roger L. Worsley, Dean
Educational Services

RLW:cb

cc: Dr. Ed Biggerstaff, Chancellor
Clay Walker, ACCSA



UNIVERSITY OF ALASKA, FAIRBANKS
Fairbanks, Alaska 99701

March 9, 1983

Representative Mike Davis
Alaska State Office Building
Pouch V
Juneau, AK 99811

Dear Representative Davis:

This letter is in response to your request that I provide information regarding any administrative problems that colleges and universities might encounter should House Bill 174 be enacted.

As you probably know, the loan regulations already permit schools to combine credits provided a consortium or formal transfer agreement exists between the schools involved. This permits schools to voluntarily combine credits for loan recipients. However, it is my impression that HB 174 would require that schools accept concurrent enrollment from other schools in addition to their own for the purposes of establishing academic eligibility for the Alaska Student Loan.

Our primary concern at UAF is that the collection of the information needed to certify good academic standing and satisfactory progress would be so cumbersome and time consuming that our students would experience a considerable delay in actually receiving their state loan checks. I am attaching a sample copy of the "Record of Disbursement and Receipt" form which accompanies each state loan check and which the school's Financial Aid Officer must sign before disbursing the check to the student. Please note that the school must certify that the student is/was enrolled in a degree or diploma or certificate program as a full time student and is maintaining satisfactory progress as determined by school policy. HB 174 would put schools in the position of making this certification only after a lengthy and cumbersome administrative process of 1.) collecting certification of enrollment and fee statements from each school the student is attending, 2.) collecting official transcripts at the end of each term from each school the student is attending, 3.) official evaluation of transfer credits at the end of each term by the home institution's registrar, and 4.) a combining of credits earned together with a revision of the semester and cumulative g.p.a. Even large schools with sophisticated computer capability would have to do most of this work by hand and on a student by student basis. We expect that the enactment of this bill would cause a delay in delivering ASL checks to all students of at least three to four weeks after registration. In addition, all of the certification activity would take place at the time of registration when we are most heavily involved with getting students registered for classes and assisting students with various financial aid problems.

I would also like to mention that under HB 174, our students would not be limited to a TVCC/UAF dual enrollment. We would also be required to include UA correspondence work and any other accredited school's correspondence study. There is even the possibility that an out-of-state school would offer a special extension course in Fairbanks. Chapman College did just that a few years ago when it offered MBA coursework in the Fairbanks area.

A student attending school out of state in a large metropolitan area could easily enroll in a three credit course at each of four schools. It would be very time consuming to combine those credits at one school if all of the schools had a different starting and ending date. There is also the very real possibility that there could be a combination of quarter and semester credits to evaluate. There are some schools outside that have discussed the possibility of withdrawing themselves from eligibility for the Alaska Student Loan because the regulations are so different than accepted financial aid standards for the aid their school offers. I believe there is a real risk that other schools may simply choose to not accept another state's imposition of academic regulation on their institution and opt out of participation in the Alaska Student Loan program. It is extremely difficult to serve student's needs in a timely manner when faced with a variety of conflicting financial aid standards.

Finally, I would like to confirm that UAF Financial Aid applicants for the current academic year were advised well ahead of time that they would be required to carry a minimum of 12 UAF credits per semester (undergraduates) in order to be eligible for the loan at this school. We accomplished this by publishing news releases in the student newspaper, and by attaching an instruction sheet to each Alaska Student Loan application form that was given out from this office. Because ASL regulations require a minimum of 12 credits to maintain eligibility, we suggest to students that they carry those 12 credits with UAF, then take any desired coursework from other schools in addition to that minimum course load. This gives them the flexibility of exploring other schools and subjects while maintaining their eligibility for the loan at UAF.

I hope this information is useful to you. Please call us if you have further questions. Our office phone number is 474-7256. We appreciate this opportunity to express our views and we look forward to working with you.

Sincerely,

Carol M. Thomson
Financial Aid Advisor

/ct
enclosure

cc: Members of the Fairbanks Legislative Delegation

STATE OF ALASKA
ALASKA COMMISSION ON POSTSECONDARY EDUCATION
ALASKA STUDENT LOAN PROGRAM

RECORD OF DISBURSEMENT AND RECEIPT

LOAN ACCORD TO DATE FOR 33 LOAN YEAR

FOR STUDENT [REDACTED] SSN [REDACTED]

WARRANT NO 145525 WARRANT DATE 03/17/84 WARRANT AMOUNT 2,000.00
 AMOUNT APPROVED 2,000.00
 PRIOR PAYMENTS 0.00
 TOTAL DISBURSED 2,000.00

SCHOOL ADDRESS DATE MAILED JUL 14 1984

UNIVERSITY OF ALASKA - FAIRBANKS
FAIRBANKS AK 99701

THIS WARRANT IS FOR FULL-TIME ATTENDANCE FOR SPRING SEMESTER TERM ONLY IF YOU CANNOT CERTIFY THAT THIS STUDENT IS WAS ENROLLED DURING THE TERM INDICATED THIS WARRANT MUST BE RETURNED IMMEDIATELY

THIS WARRANT SHOULD NOT BE RELEASED TO THE ABOVE NAMED STUDENT UNTIL THE SIGNATURE OF A SCHOOL OFFICIAL APPEARS BELOW AND SHOULD BE SIGNED BY THE ABOVE NAMED STUDENT WHEN DISBURSED ALSO FAILURE TO SIGN AND RETURN THIS FORM WITHIN THIRTY (30) DAYS OF RECEIPT OF THIS WARRANT WILL RESULT IN NO FURTHER WARRANTS BEING ISSUED AND NO FURTHER LOANS BEING AUTHORIZED

SCHOOL OFFICIAL CERTIFICATION

As the authorized school official I certify that the above named student is a candidate for a degree or diploma or certificate program during the term indicated. My only other method of verification was enrollment in good standing at the time of this disbursement and satisfactory progress as determined by school policy.

DURING THIS SCHOOL TERM THIS STUDENT IS PAYING (PLEASE CHECK ONE) DURING THIS SCHOOL TERM THIS STUDENT IS (PLEASE CHECK ONE)

- Full-time (at least 90%) Incomplete Graduate
- Not paying (at least 90%) None
- [REDACTED]

DATE _____ TITLE _____ SIGNATURE _____

STUDENT CERTIFICATION

I hereby certify that I am the above named student and I am a candidate for a degree or diploma or certificate program during the term indicated. My only other method of verification was enrollment in good standing at the time of this disbursement and satisfactory academic progress as determined by the school and my own financial record.

DATE _____ SIGNATURE _____

RETURN TO: ALASKA STUDENT LOAN OFFICE
 1000 W. WARD AVENUE, SUITE 100
 FAIRBANKS, ALASKA 99701

ORIGINAL - RETURN TO ALASKA STUDENT LOAN OFFICE

STATE OF ALASKA
FISCAL NOTE

Revision Date 5-5, 1983

I. REQUEST

Bill/Resolution No.: HB174
 Title: Act: Student Loan Eligibility
 Sponsor: Davis, et al
 Requestor: House HESS

II. FISCAL DETAIL

Agency Affected: Education
 Program Category Affected: Postsecondary Comm.
 BRU, Program of Subprogram(s) Affected:
 Student Loan Admin, Student Loan Program

EXPENDITURES/REVENUES: (Thousands of Dollars)

	FY 83	FY 84	FY 85	FY 86	FY 87	FY 88
OPERATING						
100 PERSONAL SERVICES						
200 TRAVEL						
300 CONTRACTUAL						
400 COMMODITIES						
500 EQUIPMENT						
600 LAND & STRUCTURES						
700 GRANTS, CLAIMS, ETC						
TOTAL OPERATING	N.A.	-0-	-0-	-0-	-0-	-0-
CAPITAL	N.A.	-0-	-0-	-0-	-0-	-0-
REVENUE						

FUNDING: (Thousands of Dollars)

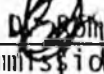
	FY 83	FY 84	FY 85	FY 86	FY 87	FY 88
GENERAL FUND	N.A.	-0-	-0-	-0-	-0-	-0-
FEDERAL FUNDS						
OTHER (Specify Source)						

POSITIONS:

	FY 83	FY 84	FY 85	FY 86	FY 87	FY 88
FULL-TIME						
PART-TIME						
TEMPORARY						

III. SOURCE OF FUNDS TO OFFSET FISCAL IMPACT OF BILL:

IV. ANALYSIS: Attach a separate page for any Analysis

Prepared By: Kerry D.  Romesburg Phone: 465-2854
 Division: Alaska Commission on Postsecondary Education Date: 5-5-83
 Approved by Commissioner: _____ Date: _____
 Department: _____

Distribution:

- Original to Legislative Finance
- Copy to Office of Management and Budget (for Legislature introduced bills)
- Copy to Department (for Governor introduced bills)
- Copy to Sponsor
- Copy to Requestor (if different from Sponsor)

3/8/83

May 5, 1983

Analysis (HB174):

Allowing multiple enrollments should enable additional people to apply, but we have no way of determining what that number would be. We also have indication that some schools will require such cross-documentation that those students will face weeks and months of delays in receiving funds. Therefore, we have left the fiscal impact at zero.

5/11/83. House HESS

Tischer Koponen
Fritz Herrmann
Davis Goll

HB 174 :

Davis - testified on behalf of his bill - Dist 19 - As a common college instructor this bill came to pass.
Constituent - backup in file

- Credits interchangeable but not for purposes of receiving a student loan.

Tischer - how true for Univ of Oreg - etc?

Davis - yes - must get 12 credits @ the same campus. Consortium agreement in Arch but not in Hks. Suggestion by Worsley that 75% or 9 credits should be taken at the parent institution. I believe Dr. Romesburg can address this. Hks sees administrative problems - records from too many institutions. Has been worked out in Arch - could be remedied in Hks as well.

Goll : Concern - career education - under 14.43 - if you allow them to break up the credit load would you be breaking up their program. Intent - courses must contribute to degree program?

Davis - Further explained bill - example - Freshman level - 6 credits specifically must be taken but they don't necessarily count towards student loan eligibility.

Koponen - Required courses & electives - this bill could address the elective courses?

Romesburg - Addresses this only. Not the law or reg restricting the students it exists solely with the Admin of the University.

Anchorage Campus uses contractual arrangement. This additional burden.

Proposed reg - if enrolled in more than one inst: - 75% of courses @ mother institute

Tschner - TVEC or UAF doesn't want to agree?

Romesburg } Are Regents involved.

} No autonomous decision by UAF

Sall - 14 43-125 - follows 120 - seems as tho eligibility & continuation be the same - should we amend 43-125 -

Romesburg - No - @ no need for amendment.

Transfer guide avail (this year) to see if & how the class can transfer.

Consumer Protection role in state.

Heumann - Why if we're all one college aren't these transferrable?

KR decided by the Dept as to which courses may transfer.

Davis - Hall's scenario is different than this Bill addresses.

Herrmann - How many people will this affect.

Davis - Major impact on TVCC - students can't afford the disallowance. TVCC enrollment decreasing.

Hall - Force UAF to recog student as part time in good standing -

- Real Issue - acceptance of credits being transferred -

- Move out w/ Ind rec &

Alaska Student Loan Program
Pouch FP, 400 Willoughby
Juneau, Alaska 99811
ATTN: Director

January 19, 1983

This is to appeal the loss of my Alaska Student Loan for spring semester, 1983. It was denied on the grounds that I no longer meet the eligibility requirements. Fall semester, 1982 I took 12 credits at the University of Alaska-Fairbanks, earned 10 of those credits, for a semester GPA of 3.0. I also took 4 credits at T.V.C.C., earned those 4 credits, for a semester GPA of 4.0. I therefore, earned a total of 14 credits for the fall semester of 1982, with my total GPA being somewhere between 3.0 and 4.0

When I went to see the UAF Financial Aid officer, the explanation was I did not complete 12 credits to be classified as a full time student and therefore, could not receive my A.S.L.P. loan this semester. They stated UAF and T.V.C.C. are different and the credit I earn at T.V.C.C. does not count. It is true that I registered at two different places and received two separate grade reports. However, I paid only one tuition (that at UAF). This implies to me they are part of the same system.

With some research, I found that this division between UAF and T.V.C.C. is fairly recent and was told that notices of this were sent to all students, though I never received one. When I called the A.S.L.P. office in Juneau, I was told that they could do nothing unless the UAF Financial Aid office authorized me to receive the check. But when I went to Financial Aid they told me

they (UAF) didn't have the power to change the decision but that A.S.L.P. did. All I have encountered so far is this type of beaurocratic run-around and it is most confusing to me as a student. So I went to see George Winford (advisor and head of UAF Journalism department) who, by the way, supports my appeal. He informed me I could have my T.V.C.C. classes transfered to my UAF transcript, which I have done. It will now show that I have completed 14 credits for the fall semester of 1982.

Under Borrower's Responsibilities on my promissory note it states:

I must maintain good standing, as defined for this program, in order to receive disbursement of my loan under the Alaska Student Loan Program. Good standing is defined as enrolling and completing at least a full-time student load while maintaining a grade-point-average of at least a "C" for an undergraduate or "B" for a graduate student.

It is my interpretation that I did comply with this regulation as worded in Item #8 of promissory note signed 9/7/82, and as my transcript will show.

I have had to borrow the money to pay my fees for this semester but must pay that person back and have no money on which to live. I am an earnest college student and I need my A.S.L.P. loan to continue my education. Therefore, I request that you reinstate my Alaska Student Loan for the spring semester of 1983 on the grounds that I did meet the requirements: completion of 14 credits at a 3.0+ GPA in fall of 1982.

Please review my appeal and let me know immediately of your decision.

Thank you very much for your consideration. . . .

KATHLEEN F. SFOYER (574-34-9200)



UNIVERSITY OF ALASKA, FAIRBANKS
Fairbanks, Alaska 99701

Smoyer, Kathleen

We are sorry to inform you that you are academically ineligible to receive the following financial aid at the University of Alaska-Fairbanks for the coming semester for the reason listed below:

TYPE OF AID

- | | |
|----------------------------------------------------|------------------------------------------------------------|
| <input type="checkbox"/> Pell Grant | <input checked="" type="checkbox"/> Alaska Student Loan |
| <input type="checkbox"/> UAF Scholarship/Grant | <input type="checkbox"/> State Educational Incentive Grant |
| <input type="checkbox"/> McIntosh Estate Grant | <input type="checkbox"/> Tuition/Fee Waiver |
| <input type="checkbox"/> Alaska Native Scholarship | <input type="checkbox"/> BIA Grant-In-Aid |
| <input type="checkbox"/> State Room Scholarship | <input type="checkbox"/> Guaranteed Student Loan |
| <input type="checkbox"/> Athletic Grant | <input type="checkbox"/> _____ |

REASON

- You were admitted/readmitted on academic probation.
- You did not meet program requirements for continued eligibility. (Since there are different requirements for various programs, you may be eligible for one type of aid and ineligible for another.)
- You received incomplete or deferred grade(s). These must be removed within 60 days after Registration or the aid will be cancelled.

Please contact our office in writing at least one week prior to Registration if you feel that an error has been made.

Sincerely,

Ida Greiner
Director, Financial Aid

UNIVERSITY OF ALASKA

SMOYER, KATHLEEN M
574-34-9200

OFFICIAL GRADE REPORT FOR FALL 82
COLLEGE OF ARTS & SCIENCES

12/29/82

COURSE NUMBER:	COURSE TITLE	CREDITS	GRADE
J-B 102 001	BROADCASTING AND SOCIETY	3.0	A
J-B 203 001	BASIC PHOTOGRAPHY	3.0	B
J-B 215 001	AUDIO PRODUCTION	3.0	A
MUS 151MF 001	CLASS LESSONS - VOICE	1.0	B
MUS 161N 101	PRIVATE LESSONS - PERCUSSION	2.0	F

EXPLANATION OF GRADING	
GRADE	POINTS PER HOUR
A SUPERIOR	4
B ABOVE AVERAGE	3
C AVERAGE	2
D LOWEST PASSING GRADE	1
F FAILURE	0
AU AUDIT	0
P PASSING	0
S SATISFACTORY	0
DF DEFERRED	0
I INCOMPLETE	0
WP WITHDREW PASSING	0
WF WITHDREW FAILING	0
NS GRADE NOT SUBMITTED	0
W WITHDRAW	0

TOTAL 12.0

SMOYER, KATHLEEN M
P O BOX 2652
FAIRBANKS

AK 99707

ADVISOR -	D GOTTEHRER	CLASS LEVEL -	JUNR
MAJOR -	JOUR	HRS ATT	HRS ERN
SEMESTER	12.0	HRS GPA	12.0
UA CUM	12.0	PTS	36.0
		GPA	3.00

TANANA VALLEY COMMUNITY COLLEGE

SMOYER, KATHLEEN M
574-34-9200

OFFICIAL GRADE REPORT FOR FALL 82
TANANA VALLEY COMM COLLEGE

01/15/83

COURSE NUMBER	COURSE TITLE	CREDITS	GRADE
D M 183AT 901	CLASSICAL BALLET, BEG I	1.0	P
O O 146 902	FUNDAMENTALS DATA PROCESSING	3.0	A

EXPLANATION OF GRADING	
GRADE	POINTS PER HOUR
A SUPERIOR	4
B ABOVE AVERAGE	3
C AVERAGE	2
D LOWEST PASSING GRADE	1
F FAILURE	0
AU AUDIT	0
P PASSING	0
DF DEFERRED	0
I INCOMPLETE	0
NS GRADE NOT SUBMITTED	0
W WITHDRAW	0
NCR NO CREDIT RECEIVED	0
CEU CONTINUING EDUCATION UNIT	0

TOTAL 4.0

SMOYER, KATHLEEN M
PO BOX 2652
FAIRBANKS

AK 99707

SEMESTER	4.0	HRS ERN	4.0	HRS GPA	3.0	PTS	12.0	GPA	4.00
UA CUM	4.0	HRS ERN	4.0	HRS GPA	3.0	PTS	12.0	GPA	4.00
TOT CUM	4.0	HRS ERN	4.0	HRS GPA	3.0	PTS	12.0	GPA	4.00

SMOYER KATHLEEN M
574-34-9200

COLLEGE OF ARTS & SCIENCES

SPRING 83

12/29/82

FREN 102	001	ELEMENTARY FRENCH II	5.0	0910-1010AM	MWF	GRUN 302	24473
J-B 303	001	INTERMEDIATE PHOTOGRAPHY	3.0	0940-1040AM	TR	GRUN 302	
J-B 316	001	TELEVISION PRODUCTIONS	3.0	0400-0600PM	R	BUNL 014	27651
J-B 400	001	ADVANCED MEDIA PRACTICUM	3.0	0150-0350PM	M	BUNL 15	27715
MUS 123 X	001	APPRECIATION OF MUSIC	3.0	0130-0530PM	W	KUAC	
MUS 151MF	001	CLASS LESSONS - VOICE	3.0	0100-0200PM	T	BUNL 14	27839
MUS 161N	001	PRIVATE LESSONS - PERCUSSION	1.0	0700-1000PM	W	MUS 309	31496
			2.0	HOURS ARR			31763
				HOURS ARR			32123

SMOYER KATHLEEN M
P O BOX 2652
FAIRBANKS

AK 99707

20.0 ADVISOR- D GOTTEHRER
MAJOR- JOUR CLASS LEVEL- JUNR

**University of Alaska
STATEMENT OF FEES**

Date Registered 1-19-83
1-15

SPRING 1983

Name SMYER KATHLEEN H U. of A. ID Number 571-31-0200 Birth Date 04/11/1972
LAST FIRST

Residency ALASKA-RESIDENT Type 7 Major LCHE Campus FAYBANKS CAMPUS

Phone _____

FEES

Type of Fee	Code No.	Amount
Meal Ticket		
Residence Hall		
Graduate Fee Hours		
Credit Hour Fee Hours	<u>Am</u>	<u>300</u>
Non-Resident Tuition Yes () No (X)		
Health Insurance Premium		
Health Center Fee		
Campus Activity Fee	<u>AP</u>	<u>24</u>
Parking Fee		
Music Fee	<u>60</u>	<u>25</u>
	<u>63</u>	<u>75</u>
Material/Lab Fee	<u>77</u>	<u>20</u>
TVCC Material Fee		
Deferred Payment Charge		
Late Registration Charge	<u>11</u>	<u>13.00</u>

Assessor AS Total Fees 457.00
457.00 (80)

SCHOLARSHIP AND OTHER CREDITS

Description	*Account Number	Amount
1 005000	00000 0774 103010	50.00
2		
3		
4		
5		

*Must be an FAS no. or an Agency ARID

Total Scholarships 50.00

Net Fee Due 407.00

Total Deferred Payment or (check requested) _____

Cash Received or (disbursed) 407.00

DEFERRED PAYMENT SCHEDULE

Date Due	Amount
1	
2	
3	

CHECK REQUEST MADE

_____ ()

MEMO

Cash	<input type="checkbox"/>	
Checks	<input checked="" type="checkbox"/>	
Total		<u>457.00</u>
Net Fee Due		<u>407.00</u>
Overpayment		<u>30.00</u>
Change		<u>120.00</u>

Fee Statement Auditor

Date Check Request Processed _____

By _____

Kathleen H. Smyer
SIGNATURE OF STUDENT

1014 Al 7077
CURRENT MAILING ADDRESS

DJA 54
Cashier No.

I agree to pay in advance, cash noted above and to pay remaining sum in accordance with the deferred payment schedule until the total principal sum of this obligation has been discharged. Although no interest accrues, I understand, and agree, that in the event of default of payment of any installment upon the date due, a further service charge will be charged against me, and that if I continue in default longer than five (5) days, I will surrender any meal ticket and student activity cards in my possession, relinquish any dormitory room and rights to continue instruction, and forfeit such portions of deposits

STATEMENT OF BORROWER'S RIGHTS AND RESPONSIBILITIES

A STUDENT LOAN IS A SERIOUS LEGAL OBLIGATION. IT IS EXTREMELY IMPORTANT THAT YOU UNDERSTAND YOUR RIGHTS AND RESPONSIBILITIES. WHEN YOU, THE STUDENT BORROWER, SIGN THE REVERSE SIDE OF THIS NOTE IT MEANS THAT (1) YOU UNDERSTAND YOUR RIGHTS AND RESPONSIBILITIES, AND THAT (2) YOU AGREE TO HONOR THEM.

BORROWER'S RIGHTS:

1. The lender must provide me a copy of the completed Promissory Note no later than the time the loan is disbursed and by retaining the Borrower's Copy of this note, I indicate that this right has been fulfilled. The lender must return the original Promissory Note to me when I have paid the loan in full.
2. My yearly and cumulative maximum Alaska Student Loan amounts are:

Category of Borrower	Annual Loan Limit	Aggregate Loan Limit
Undergraduate student	\$6,000	May receive loans up to 5 undergraduate academic school years.
Graduate student	\$7,000	May receive loans up to 5 graduate academic school years. (Total years may not exceed 8)

3. I am not required to provide security for this loan. The lender may require an endorser to sign the Promissory Note only if an endorsement is necessary — because I am under sixteen years of age — to make the Promissory Note a binding obligation under State law.
4. Each loan check must be payable to me. The lender will mail the check to me in care of the Student Financial Aid Office at the school I will be attending and the check will require my endorsement.
5. I have a right to a 12 month "grace period" before the repayment period begins. The grace period starts the first day after I leave school or cease to attend an eligible educational institution on a full-time basis. My first payment will be due no later than the first of the thirteenth month after I leave school or cease to attend school on a full-time basis.
6. The lender is to provide me with a repayment schedule before the repayment period begins. The provisions of this schedule must conform to the provisions under REPAYMENT in the Promissory Note.
7. I will repay this loan in monthly installments within 10 years of the date of commencing repayment. However, the following exceptions to these rules apply:
 - A. If, during the grace period I request a shorter repayment period, the lender may grant me a shorter period.
 - B. Any period described under DEFERMENT in this Promissory Note will not be included in determining the 10 year period mentioned above.
8. I have a right to prepay the whole loan or any portion of the loan at any time without penalty.
9. If I meet certain requirements, I have a right to defer payment on the loan as set forth under DEFERMENT in the Promissory Note. Also, I have a right to a six month post-deferment grace period after each period of authorized deferment.
10. The Alaska Student Loan Program normally will pay the interest that accrues on the loan both before the repayment period, during any authorized deferment period, and during the six month period following deferment. In that event, the lender may not collect or attempt to collect this interest from me. The interest on the loan may not exceed five percent (5%) per year.
11. My loan obligation will be cancelled if I become fifty percent (50%) or more permanently disabled or if I die.
12. If I am willing, but financially unable to make payments under my repayment schedule, I may request the lender to allow any of the following (forbearance or hardship status):
 - A. A short period during which I make no payments;
 - B. An extension of time for making payment; or
 - C. The making of smaller payments than were scheduled originally.
 However, the lender is not required to approve my request.
13. If the lender sells the loan or otherwise transfers the right to receive payment, I must be sent a clear notification which spells out my obligations to the party to which my loan was sold.
14. Default occurs when I fail to make an installment payment when due, or to meet other terms of the Promissory Note under circumstances where the Alaska Student Loan Program finds it reasonable to conclude that I no longer intend to honor the obligation to repay, provided that my failure persists for (a) 120 days if I repay in monthly installments, or (b) 180 days if I repay in installments due less frequently than monthly. If I default, I will owe the entire balance of the loan plus accrued interest. If I am able, but unwilling to repay my loans, the Alaska Student Loan Program may institute legal action to force me to repay my loans. If I am named in such a legal action, I will forfeit all partial cancellation benefits for which I am otherwise eligible.
15. The lender must keep on file a copy of the State laws and regulations that govern the Alaska Student Loan Program. I have a right to examine these materials if I wish.
16. I should investigate the availability of other forms of financial aid with the school's financial aid administrator. It may be to my benefit to determine my eligibility for grant, work-study and other sources of assistance before applying for a student loan. I understand that receipt of an Alaska Student Loan may eliminate any awards that I may receive from other programs.
17. If I meet the eligibility requirements listed under PARTIAL CANCELLATION in the Promissory Note, I may be entitled to up to 50% partial cancellation of the principal which was actually advanced to me, plus accrued interest of this loan through the Alaska Student Loan Program, subject to the restriction noted in item 14 in this statement.

BORROWER'S RESPONSIBILITIES:

1. I must use care in choosing a school. Each school must provide a prospective student with information about the school and its programs. I will consider this information carefully before deciding to attend a specific school. I understand that the State Government does not vouch for the quality of a school or its programs.
2. I must repay the loan in accordance with the repayment schedule that the lender will give me.
3. I must notify the lender promptly, in writing, if any of the following events occur before the loan is repaid:
 - A. My failure to enroll in school for the period for which the loan was intended.
 - B. My withdrawal from school or my attendance in school on less than a full-time basis.
 - C. My transfer from one school to another school.
 - D. My graduation from school.
 - E. A change in my name (e.g., maiden name to married name).
 - F. A change in my address.
 - G. A change in my Alaska residency status.
4. If I qualify for a deferment of repayment, I must (a) provide the lender with written evidence of my eligibility, and (b) notify the lender as soon as the condition for which the deferment was granted no longer exists.
5. I must use the proceeds that I receive from this loan for tuition, room and board, fees, books and supplies to attend the school named, for the period indicated on the loan application.
6. I must maintain my Alaska residency status in order to receive disbursements of my loan under the Alaska Student Loan Program.
7. I must maintain full-time student status in order to receive disbursements of my loan under the Alaska Student Loan Program.
8. I must maintain good standing, as defined for this program, in order to receive disbursements of my loan under the Alaska Student Loan Program. Good standing is defined as enrolling and completing at least a full-time student load while maintaining a grade point average of at least a "C" for an undergraduate or "B" for a graduate student.
9. I must request an application form from the Alaska Student Loan Program Office in each year which I wish to apply for a loan under the program.
10. I must submit my complete and correct Alaska Student Loan Program application form to the Alaska Student Loan Program office by May 15 in order to receive priority processing of my application.



ALASKA STUDENT LOAN PROGRAM
REQUEST FOR WAIVER OF GOOD STANDING
Requirements (20 AAC 15.040)

A. Student:	Kathleen M. Smoyer	Social Security Number	574-34-9200
Current Mailing Address: Street	P.O. Box 2652	City	Fairbanks
		State	Alaska
		Zip Code	99707
Institution	University of Alaska - Fairbanks		

B. I hereby request, for the reasons stated below, waiver of the good standing requirement for an Alaska Student Loan, as provided for in 20 AAC 15.040 (j), (k), and (l).

C. My loan was denied because of my failure to (please check):

- 1. maintain a cumulative C.P.A. of 2.0, undergraduate, or 3.0, graduate
- 2. maintain a term G.P.A. of 1.5, and/or
- 3. successfully complete a full-time student load the last term I borrowed under this program.

D. Reason for request (please check):

- Medical disability
- Death in the immediate family
- Administrative error
- Duress
- Record upon which ineligibility is based is from an attendance period five or more years in the past
- Other (Please explain)

Explanation attached.

E. Detailed explanation. Attach a detailed explanation of your justification for a waiver. Be specific. If you are appealing on a grade point average basis, include what your cumulative average is and how you have performed in the last couple of years (by term). If you are appealing for less than full-time attendance, include how many hours you did complete, how many you failed to successfully complete, and explain. If you are offering a time argument, include why you feel you are now more prepared for school than you were when you established your "ineligible" record. Include documentation. Transcripts may be required, doctor's certification will be required, evidence of administrative error will need verification.

F. SIGNATURE: My signature below certifies that in the absence of a Notary Public or other official authorized to administer an oath, I personally certify under penalty of perjury that the foregoing and accompanying documentation are true.*

Signed	Kathleen M. Smoyer	Date	Jan. 19, 1983
Location: (City and State)	Fairbanks, Alaska		

G. Keep one copy for your files, give one copy to your Financial Aid Office, and mail original to:

Alaska Commission on Postsecondary Education
Division of Student Financial Aid
Pouch FP
400 Willoughby Avenue
Juneau, Alaska 99811

* Under AS 09.63.020(b), a person who makes false sworn certification which he does not believe to be true, under penalty of perjury is guilty of perjury.



ALASKA STUDENT LOAN APPLICATION

This application to be used for the 1982-83 year only. If you will be attending a Voc-Tech school, attendance must begin on or after July 1, 1982. If you will be attending a college or university, to be used from Fall 1982 through Summer 1983.

A: ASKA STUDENT LOAN PROGRAM, POUCH FP, 400 WILLOUGHBY AVENUE, JUNEAU, ALASKA 99801

AMENDMENT

WARNING: This assistance applied for herein may be provided by the State of Alaska. Any person who knowingly makes a false or misleading statement on this form shall be subject to prosecution under provision of Alaska Statute.

PART A — TO BE COMPLETED BY STUDENT BORROWER *IMPORTANT* READ THE INSTRUCTIONS CAREFULLY. Student Borrower should complete Part A and forward the application to the school for completion of Part B.

1. Student Borrower's Last Name Smoyer	First Name Kathleen	Middle Name Marie	2. Social Security No. 574-34-9200	3. Date of Birth Mo. 4 Day 14 Yr. 62
4. Permanent Mailing Address P.O. Box 2652	City or Town Fairbanks	State Alaska	Zip Code 99707	
5. Current Mailing Address SAME 116 40 Mile Ave Apt 3	City or Town Fairbanks	State Alaska	Zip Code 99701	
6. State of Permanent Residence: Alaska	7. Area Code / Home Telephone Number (907) 456-7250			

8. References: You must provide four references. They must be of legal age with whom you have periodic contact.

Name:	Parent/Guardian	Other Parent, adult relative or friend at different address	Adult relative or friend at different address	Adult relative or friend at different address
Ric Smoyer	Patricia Egan	Sheron Smoyer	Pati Hemm	
P.O. Box 2652	1593 Avenida Selva	116 40-Mile Ave.	733-A Kamoku	
Fbks., Alaska	Fullerton, Calif.	Fbks., Alaska	Honolulu, Hawaii	
907, 456-7250	714, 879-1664	907, 456-6496	808, 947-5293	
Father	Mother	Step-Mother	Friend	

9. Academic year of study for which this loan applies (check one):

UNDERGRADUATE: Freshman _____ Sophomore _____ Junior Senior _____ 5th Year _____

or GRADUATE YEAR: 1st _____ 2nd _____ 3rd _____ 4th _____

10. List all student loans received from any source. Attach separate sheet if necessary.

NAME AND LOCATION OF LENDER	DATE & TYPE OF LOAN	UNPAID BALANCE
A.S.L.P.	80-81	\$ 3000.
A.S.L.P.	81-82	\$ 5000.
		\$
		\$
		\$

11. Are you (check one — see instructions):

Dependent Independent

12. Enter the total number of your dependents (see instructions):

0

List ages: _____

13. Number of terms you will attend during year for which loan applies (specify number):

Quarters: _____ Trimester/Semester: **2** Summer: _____

If Voc-Tech student, specify number of Weeks: _____ Months: _____

14. While in school, will you live (check one):

With Relatives: On Campus: Off Campus:

15. Major course of study. Specify: **Communication Jour/Broad.**

16. Degree or Certificate being sought (Associate, B.S., M.A., Ph.D., Diploma, etc.): **Bachelor's**

17. Estimated cost of education for the loan period:

	Estimated Cost	Financial Aid	Net Cost
Tuition Fees	\$ 612.	\$ 788	\$ 176
Room & Board	\$ 4000.	\$ 1096	\$ 2904
Books & Supplies	\$ 500.	\$ 400	\$ 100
Transportation	\$ 400.	\$ 1000	\$ -600
Personal	\$ 774.	\$ 800	\$ -26
TOTAL	\$ 6350.	\$ 3422	\$ 2928

18. Financial aid & other sources for loan period:

	Amount	Institution use only:
BEOG SEIG	\$	\$
Parents, Savings, Etc.	\$	\$
Other Educ. Loans	\$	\$
Other Scholar. & Grants	\$	\$
WICHE	\$	\$
TOTAL	\$ 0	\$

19. Date of attendance for which loan is requested: From Mo. **8** Yr. **82** To: Mo. **5** Yr. **83**

20. Amount of loan requested: **\$ 6000.**

21. Estimated date of graduation: Mo. **6** Yr. **84**

22. List any prior degrees and date(s) received: **none**

23. Type of tuition you will pay for loan period (see instructions):

Resident Non-Resident No Differential

24. Student Status during loan period: **Full-time**

25. Have you/will you apply during the loan period for:

WICHE: Yes No SEIG: Yes No

26. Name and address of school you will be attending:

Name: **University of Alaska Fairbanks** Address: **Fairbanks, Alaska 99701**

27. My signature below certifies that I have read, understand and agree to the conditions and authorizations stated in the Student Certification and Statement of Educational Purpose printed on the reverse side of this application. I declare under penalty of perjury that the foregoing is true and correct.

Signed: **Kathleen Smoyer** Dated: _____

PART B — TO BE COMPLETED BY SCHOOL. When School Official completes and signs Part B, the blue copy of the application should be retained for the school records. The instruction sheet, the two white copies and the yellow copy should be sent to the applicant — see instruction sheet for further information.

28. Name and Address of Educational Institution:

Name: _____ Address: _____

29. OE School Code: _____

30. Area Code and Telephone Number: _____

My signature below certifies that I have read, understand, and agree to the conditions regarding the student named above in the School Certification Statement printed on the reverse side of the application.

31. Signature of Authorized School Official: _____ Name and Title: _____

33. Date: _____

PART C — FOR ALASKA STUDENT LOAN OFFICE USE ONLY

Loan Approved: **5950** Application Incomplete: **JUN 22 1982** Application Denied: _____

Total: **2000** Prior Alaska Student Loan(s)? Yes No

Account # _____ If yes, have any entered repayment? Yes No

05 007 805C (Rev. 1/82) RETURN TO THE ALASKA STUDENT LOAN OFFICE ACCESS NUMBER: _____

RECEIVED

STUDENT FINANCIAL AID

ENTERED JUN 20 1982

**STUDENT BORROWER CERTIFICATION AND
STATEMENT OF EDUCATION PURPOSE**

I, the student borrower, certify that the information contained in Part A of this application is true, complete and correct to the best of my knowledge and belief and is made in good faith. I hereby authorize the educational institution to pay to the Alaska Student Loan Office any refund which may be due me up to the amount of this loan. I further authorize any educational institution that I may attend to release to the Alaska Student Loan Office or subsequent holder or their agents, any requested information pertinent to this loan (e.g. employment, enrollment status, current address). I certify that I will use any funds I receive under the Alaska Student Loan Program solely for the expenses related to attendance at the educational institution named on this form for the academic period covered by this application. I understand that I am responsible for repaying any funds I receive which cannot reasonably be attributed to meeting my educational expenses at the educational institution named on this form. I further understand that the amount of any repayment is based on regulations published by the Alaska Student Loan Office. I certify that I am not now in default on an Alaska Student Loan (ASL). I authorize the Alaska Student Loan Program to issue warrants necessary to cover the proceeds of my loan, in full or in part, made payable to me and sent in care of the student financial aid office at the educational institution named on this application form.

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SCHOOL CERTIFICATION STATEMENT

I hereby certify that the student borrower named on this application form is neither in default nor owes a refund with respect to previous loans or grants received for attendance at this institution based on available records. I further certify that I have reviewed the information in Part A of this application, have noted any amendments to items #17 and #18 in the institutional columns, and that the information provided is true, complete, and correct to the best of my knowledge and belief.

ALASKA STUDENT LOAN PROGRAM
POUCH FP, 400 WILLOUGHBY
JUNEAU, ALASKA 99811

ANNUAL PERCENTAGE RATE AFTER THE BEGINNING OF THE REPAYMENT PERIOD	5%		
DISBURSEMENT SCHEDULE —			
DATES SHOWN ARE THE STANDARD DISBURSEMENT DATES FOR A SCHOOL USING YOUR CALENDAR SYSTEM, WAR- RANTS WILL BE MAILED TO THE FINANCIAL AID OFFICE.			
	MONTH	DAY	YEAR
1st Disbursement	8	20	82
2nd Disbursement	12	15	82
3rd Disbursement	XXXX	XXX	
4th Disbursement	XXXX	XXX	
TOTAL LOAN AMOUNT	\$ 9,975.00		

NOTE ISSUE DATE: 09/01/82

FOR ATTENDANCE AT
[REDACTED]
C/O STUDENT FINANCIAL AID OFFICE
FAIRBANKS AK 99701
FOR ATTENDANCE FROM: 08/82 TO: 05/83
BORROWER: KATHLEEN MARIE SMOYER
ADDRESS: P.O. BOX 2652
FAIRBANKS AK 99707
SOCIAL SECURITY NUMBER: 574-84 9200 01 04

PLEASE READ CAREFULLY THIS THE TERMS AND CONDITIONS OF THIS PROMISSORY NOTE AND THE STATEMENT OF BORROWER'S RIGHTS AND RESPONSIBILITIES.

YOUR REQUEST FOR A STUDENT LOAN HAS BEEN APPROVED FOR THE TOTAL LOAN AMOUNT INDICATED ABOVE. THE TERMS OF THIS PROMISSORY NOTE WILL BE INTERPRETED ACCORDING TO ALASKA STATUTE (14.40.751 to .806) AND ALASKA REGULATIONS (20 ACC 15.010 to .410) GOVERNING THE ALASKA STUDENT LOAN PROGRAM.

I, the borrower, promise to pay to the Alaska Student Loan Program, Pouch FP, 400 Willoughby Avenue, Juneau, Alaska 99811, the lender, all of the principal sum totaled above to the extent it is advanced to me, plus an amount equivalent to simple interest on this sum at the rate of five percent per year. If I fail to pay any of these amounts when they are due, I will also pay costs—including attorney's fees—that are permitted by State Regulations and are necessary for the collection of these amounts.

The lender and I understand that the following terms apply to this loan:

REPAYMENT:

I will repay this loan in monthly installments during a repayment period that will begin no later than the 1st of the thirteenth month (the "grace period") after I either leave school or cease to carry a full-time academic workload at an eligible educational institution (the "school"). I may, however, choose to work the repayment period begin earlier. 2. I will repay this loan within ten (10) years from the date that the repayment period begins. If, during the grace period, I request a shorter repayment period, the lender may grant me a shorter period. In that event, I may, later choose to have the repayment period extended to the number of months remaining in the original 10 year repayment cycle at the time the extension is requested. Any approved period of deferment listed under DEFERMENT will not be included in determining the 10 year repayment period. 3. The particular terms and conditions of repayment that apply to this loan will be set forth in a separate document, known as a repayment schedule or a statement of loan terms, that the lender is to provide to me before the repayment period begins.

PREPAYMENT:

I may, at my option and without penalty, prepay all or any part of the principal and accrued interest of this loan at any time. If I do so, I will be entitled to a rebate of any unearned interest that I have paid. Any rebate I am entitled to will be calculated by multiplying the number of months the loan had been prepaid by the amount of the monthly interest charge listed on the repayment schedule or the statement of loan terms less any earned, unpaid interest listed on the repayment schedule or statement of loan terms.

DEFERMENT:

My loan payment will be deferred after the repayment period begins, provided I comply with the procedural requirements set forth in the regulations governing the Alaska Student Loan Program, in any of these circumstances:

1. While I am enrolled in full-time study at an eligible educational institution (12 semester or quarter hours for an undergraduate student, 9 semester or quarter hours for a graduate student, or 30 clock hours per week for a career education program student);
2. For a single period not to exceed one year while I am conscientiously seeking but unable to find full-time employment in the United States;
3. For a period not to exceed three years while I am serving as a full-time volunteer under the Peace Corps Act;
4. For a period not to exceed three years while I am serving as a full-time volunteer under the Domestic Service Act of 1973 (action programs);
5. For a period not to exceed two years while I am serving a first required Internship/Residency as part of the program of study;
6. For a period not to exceed three years while (a) I am fifty percent (50%) or more disabled as certified by a qualified physician or (b) I am unable to secure employment by reason of the care required by a spouse who is temporarily totally disabled;
7. For any period while I am serving on active duty in the Armed Forces of the United States.

I am also entitled to a six month grace period following any period of authorized deferment under this section before repayment is required to resume.

INTEREST:

1. The Alaska Student Loan Program will normally pay the interest that accrues on this loan prior to the repayment period, during any non-deferment grace period, and during any deferment period as specified under DEFERMENT in this promissory note. Prior to the loan repayment period, during any post-deferment grace period, and during any deferment period, the lender may not attempt to collect the interest from me. I may, however, choose to pay this interest myself.

2. Once the repayment period begins, I will be responsible for payment of all the interest that accrues on this loan, except for interest that accrues during any period described under DEFERMENT in this promissory note.
3. The Lender may add any interest that is not paid when it is due to the unpaid balance of this loan, in accordance with Alaska Regulations.

DEFAULT:

If I default on this loan, the lender may declare the entire unpaid amount of the loan, including interest, immediately due and payable. A default may also make me ineligible for the benefits described under DEFERMENT, INTEREST, and PARTIAL CANCELLATION in this promissory note. Under the Regulations governing this program, any of the following events could be considered a default: my failure to make a payment when it is due, my failure to notify the lender of a change in my name, address, withdrawal for full-time student status, change of schools, residency status, my failure to maintain Alaska residency, or if I falsify any document in connection with the making of this loan, whether by omission or commission.

DISABILITY OR DEATH:

If I become fifty percent (50%) or more permanently disabled, my obligation to pay any amount owed to this loan will be cancelled as specified under the regulations governing the Alaska Student Loan Program.

PARTIAL CANCELLATION:

If I receive the appropriate degree, diploma or certificate for which this loan was made, and if I reside in Alaska within one year from the time I earned my degree, diploma or certificate, then upon my providing proof of graduation to the lender, I may receive partial cancellation of up to fifty percent (50%) of the original principal of this loan. The amount advanced to me, and accrued interest when the following circumstances have been satisfied:

1. I have completed over two but less than three consecutive years of Alaska residency, 10% of the principal and interest of this loan will be cancelled upon request in writing by me;
2. I have completed over three but less than four consecutive years of Alaska residency, 10% of the principal and interest of this loan will be cancelled upon request in writing by me;
3. I have completed over four but less than five consecutive years of Alaska residency, 10% of the principal and interest of this loan will be cancelled upon request in writing by me;
4. I have completed over five but less than six consecutive years of Alaska residency, 10% of the principal and interest of writing by me;
5. I have completed over six consecutive years of Alaska residency, 10% of the principal and interest of this loan will be cancelled upon request in writing by me.

I understand that if I cease to be a resident of Alaska during the period of the eligibility for partial cancellation, I lose my eligibility for any further partial cancellation benefits.

GENERAL:

1. The lender must provide me with a copy of this promissory note. By signing and dating this note below, I have indicated that I have retained the borrower's copy for my records. The terms of this promissory note will be interpreted according to the Regulations and Statutes governing the Alaska Student Loan Program as listed in bold print.
2. I will use all of the proceeds that I receive from this loan solely for tuition, books, required fees, room and board.
3. I am not required to provide any security for this loan. The lender may require my parent or legal guardian to sign the promissory note only if an endorser is necessary — because I am under sixteen years of age — to make the promissory note a binding obligation under Alaska Law.
4. I will promptly notify the lender, in writing, if any of the following events occur before the loan is repaid, change of my name, change of address, change of school enrollment status or change from Alaska residency status.
5. I understand that I will not be granted ASLP loans for more than five years of undergraduate study, or five years of graduate study, or for a total of eight years of combined study. Intervening years in which a loan was not received are not counted toward the total years permitted.
6. This loan will be disbursed to me in the amounts listed above and will be disbursed in accordance with the disbursement schedule on this form.

ACCEPTANCE:

I have read this promissory note, including the terms and conditions on the reverse side and agree to abide by these conditions.

[REDACTED SIGNATURE]

SIGNATURE OF BORROWER

P.O. Box 2652, Fbks. (mailing)

ADDRESS OF BORROWER

Sept. 7 1982

DATE SIGNED

NAME OF ENDORSER, IF ANY
(PLEASE PRINT)

SIGNATURE OF ENDORSER

ENTERED SEP 10 1982
ENTERED SEP 13 1982

STATEMENT OF BORROWER'S RIGHTS AND RESPONSIBILITIES

A STUDENT LOAN IS A SERIOUS LEGAL OBLIGATION. IT IS EXTREMELY IMPORTANT THAT YOU UNDERSTAND YOUR RIGHTS AND RESPONSIBILITIES. WHEN YOU, THE STUDENT BORROWER, SIGN THE REVERSE SIDE OF THIS NOTE IT MEANS THAT (1) YOU UNDERSTAND YOUR RIGHTS AND RESPONSIBILITIES, AND THAT (2) YOU AGREE TO HONOR THEM.

BORROWER'S RIGHTS:

1. The lender must provide me a copy of the completed Promissory Note no later than the time the loan is disbursed and by retaining the Borrower's Copy of this note, I indicate that this right has been fulfilled. The lender must return the original Promissory Note to me when I have paid the loan in full.
2. My yearly and cumulative maximum Alaska Student Loan amounts are:

Category of Borrower	Annual Loan Limit	Aggregate Loan Limit
Undergraduate student	\$6,000	May receive loans up to 5 undergraduate academic school years. May receive loans up to 5 graduate academic school years. (Total years may not exceed 8)
Graduate student	\$7,000	

3. I am not required to provide security for this loan. The lender may require an endorser to sign the Promissory Note only if an endorsement is necessary — because I am under sixteen years of age — to make the Promissory Note a binding obligation under State law.
4. Each loan check must be payable to me. The lender will mail the check to me in care of the Student Financial Aid Office at the school I will be attending and the check will require my endorsement.
5. I have a right to a 12 month "grace period" before the repayment period begins. The grace period starts the first day after I leave school or cease to attend an eligible educational institution on a full-time basis. My first payment will be due no later than the first of the thirteenth month after I leave school or cease to attend school on a full-time basis.
6. The lender is to provide me with a repayment schedule before the repayment period begins. The provisions of this schedule must conform to the provisions under REPAYMENT in the Promissory Note.
7. I will repay this loan in monthly installments within 10 years of the date of commencing repayment. However, the following exceptions to these rules apply:
 - A. If, during the grace period I request a shorter repayment period, the lender may grant me a shorter period.
 - B. Any period described under DEFERMENT in this Promissory Note will not be included in determining the 10 year period mentioned above.
8. I have a right to prepay the whole loan or any portion of the loan at any time without penalty.
9. If I meet certain requirements, I have a right to defer payment on the loan as set forth under DEFERMENT in the Promissory Note. Also, I have a right to a six month post-deferment grace period after each period of authorized deferment.
10. The Alaska Student Loan Program normally will pay the interest that accrues on the loan both before the repayment period, during any authorized deferment period, and during the six month period following deferment. In that event, the lender may not collect or attempt to collect this interest from me. The interest on the loan may not exceed five percent (5%) per year.
11. My loan obligation will be cancelled if I become fifty percent (50%) or more permanently disabled or if I die.
12. If I am willing, but financially unable to make payments under my repayment schedule, I may request the lender to allow any of the following (forbearance or hardship status):
 - A. A short period during which I make no payments;
 - B. An extension of time for making payment; or
 - C. The making of smaller payments than were scheduled originally.
 However, the lender is not required to approve my request.
13. If the lender sells the loan or otherwise transfers the right to receive payment, I must be sent a clear notification which spells out my obligations to the party to which my loan was sold.
14. Default occurs when I fail to make an installment payment when due, or to meet other terms of the Promissory Note under circumstances where the Alaska Student Loan Program finds it reasonable to conclude that I no longer intend to honor the obligation to repay, provided that my failure persists for (a) 120 days if I repay in monthly installments, or (b) 180 days if I repay in installments due less frequently than monthly. If I default, I will owe the entire balance of the loan plus accrued interest. If I am able, but unwilling to repay my loans, the Alaska Student Loan Program may institute legal action to force me to repay my loans. If I am named in such a legal action, I will forfeit all partial cancellation benefits for which I am otherwise eligible.
15. The lender must keep on file a copy of the State laws and regulations that govern the Alaska Student Loan Program. I have a right to examine these materials if I wish.
16. I should investigate the availability of other forms of financial aid with the school's financial aid administrator. It may be to my benefit to determine my eligibility for grant, work-study and other sources of assistance before applying for a student loan. I understand that receipt of an Alaska Student Loan may eliminate any awards that I may receive from other programs.
17. If I meet the eligibility requirements listed under PARTIAL CANCELLATION in the Promissory Note, I may be entitled to up to 50% partial cancellation of the principal which was actually advanced to me, plus accrued interest of this loan through the Alaska Student Loan Program, subject to the restriction noted in item 14 in this statement.

BORROWER'S RESPONSIBILITIES:

1. I must use care in choosing a school. Each school must provide a prospective student with information about the school and its programs. I will consider this information carefully before deciding to attend. I understand that the State Government does not vouch for the quality of a school or its programs.
2. I must repay the loan in accordance with the repayment schedule that the lender will give me.
3. I must notify the lender promptly, in writing, if any of the following events occur before the loan is repaid:
 - A. My failure to enroll in school for the period for which the loan was intended.
 - B. My withdrawal from school.
 - C. My transfer from one school to another school.
 - D. My graduation from school.
 - E. A change in my name (e.g., maiden name to married name).
 - F. A change in my address.
 - G. A change in my Alaska residency status.
4. If I qualify for a deferment of repayment, I must (a) provide the lender with written evidence of my eligibility, and (b) notify the lender as soon as the condition for which the deferment was granted no longer exists.
5. I must use the proceeds that I receive from this loan for tuition, room and board, fees, books and supplies to attend the school named, for the period indicated on the loan application.
6. I must maintain my Alaska residency status in order to receive disbursements of my loan under the Alaska Student Loan Program.
7. I must maintain full-time student status in order to receive disbursements of my loan under the Alaska Student Loan Program.
8. I must maintain good standing, as defined for this program, in order to receive disbursements of my loan under the Alaska Student Loan Program. Good standing is defined as enrolling and completing at least a full-time student load while maintaining a grade-point average of at least a "C" for an undergraduate or "B" for a graduate student.
9. I must request an application form from the Alaska Student Loan Program Office in each year which I wish to apply for a loan under the program.
10. I must submit my complete and correct Alaska Student Loan Program application form to the Alaska Student Loan Program office by May 15 in order to receive priority processing of my application.

Article 9. Scholarship Loans and Tuition Grants.

Section	Section
751. Loan and tuition funds created	771. Enforceability of certain contracts with minors
753. Financial aid committee	773. Repealed
755. Applications	776. Tuition grants
757. Administration of program	781. Limitation on grants
759. Undergraduate loans	786. Conditions of grants
761. Graduate loans	791. Eligibility of students
763. Conditions of loans	796. Application and certification
765. Eligibility of students	801. Fiscal and business management practices
767. Selection criteria	806. Definitions
769. Discrimination prohibited	

Sec. 14.40.751. Loan and tuition funds created. (a) There is created a scholarship revolving loan fund. The fund shall be used to make scholarship loans to students selected under Secs. 751-806 of this chapter. All repayments of principal and interest on scholarship loans shall be paid into the scholarship revolving loan fund and shall be used to make new scholarship loans. If estimated funds available from scholarship loan repayments are inadequate to fully fund estimated scholarship loans for any fiscal year, additional funding from the general fund may be requested and appropriated for that year.

(b) There is created a tuition grant fund as an account in the general fund. The funds shall be used to make tuition grants to students selected under Secs. 751-806 of this chapter.

(c) On March 1 of each fiscal year, if there is a balance of appropriated but unobligated funds in the tuition grant fund created under (b) of this section, that sum shall be automatically transferred to the scholarship revolving loan fund created under (a) of this section to make additional scholarship loans during that fiscal year.

(Sec. 1 ch 98 SLA 1971; am Sec. 1 ch 156 SLA 1972; am Secs. 1,2 ch 136 SLA 1974; am Sec. 1 ch 136 SLA 1975, retroactive to February 1, 1975)

Sec. 14.40.753. Financial aid committee. (a) The student financial aid committee is composed of the members of the Alaska Commission on Postsecondary Education. The commission may delegate its functions under Secs. 751-806 of this chapter to a committee of its members, with augmented membership as the commission considers appropriate. The executive officer of the commission is the executive secretary of the committee. The Alaska Commission on Postsecondary Education shall administer the program established by Secs. 751-806 of this chapter.

(b) Members of the committee serve without compensation but are entitled to per diem and travel expenses authorized by law for boards and commissions.

(c) The selection committee shall make an annual report reviewing the work of the committee to the governor, the legislature and the private colleges and universities where students receiving tuition grants are enrolled.

(d) The committee shall meet at least once a year. The meetings shall be held at the call of the chairman or upon petition by two members. (Sec. 1 ch 98 SLA 1971; am Sec. 2 ch 156 SLA 1972; am Sec. 5 ch 78 SLA 1974; am Sec. 3 ch 136 SLA 1974)

Sec. 14.40.755. Applications. (a) Applications shall be submitted to the executive secretary of the committee.

(b) A person whose loan or grant application is not recommended or presented to the committee by the executive secretary may appeal to the committee through the chairman of the committee and the committee shall consider the application. (Sec. 1 ch 98 SLA 1971; am Sec. 3 ch 156 SLA 1972; am Sec. 4 ch 136 SLA 1974)

Sec. 14.40.757. Administration of program. The executive secretary shall administer the programs subject to review by the committee and in accordance with the regulations prescribed by the committee. The promulgation of these regulations is subject to the Administrative Procedure Act (AS 44.62), and a summary of the regulations shall be distributed to each applicant. (Sec. 1 ch 98 SLA 1971; am Sec. 5 ch 136 SLA 1974)

Sec. 14.40.759. Undergraduate loans. The committee may make a loan, not to exceed \$6,000 in any one school year, to an undergraduate student eligible under AS 14.40.765. (am Sec. 1 ch 89 SLA 1981)

Sec. 14.40.761. Graduate loans. The committee may make a loan, not to exceed \$7,000 in any one school year, to a graduate student who is eligible under AS 14.40.765 and is pursuing an advanced degree. (am Sec. 2 ch 89 SLA 1981)

Sec. 14.40.763. Conditions of loans. (a) Proceeds from scholarship loans may only be used for books, tuition and required fees, and for room and board

(b) The loans may only be used to attend a career education program or a college or university approved by the commission, and, if the loans are federally insured, by the United States Commissioner of Education. (Sec. 1 ch 99 SLA 1977; am Sec. 3 ch 87 SLA 1979)

(c) To maintain a loan the student must continue to be enrolled as a full-time student in good standing in a career education program, college or university designated under (b) of this section. The commission shall adopt regulations defining "good standing" for purposes of this subsection. (am Sec. 3 ch 89 SLA 1981)

(d) Scholarship loans may not be made to a student

- (1) for more than five years of undergraduate study;
- (2) for more than five years of graduate study;
- (3) for more than a total of eight years of undergraduate and graduate study. (am Sec. 4 ch 89 SLA 1981)

(e) Loans are interest bearing while a student is enrolled under (c) of this section or is receiving a deferment of payments under (k) of this section; however, a student shall be entitled to have a portion of the interest paid on his behalf and for his account in accordance with (1) of this section. (am Sec. 2 ch 99 SLA 1977; am Sec. 4 ch 87 SLA 1979)

(f) Interest on a loan given under sections 751-806 of this chapter is at the rate of five percent a year.

(g) Repayment of the principal and interest on the loan begins no later than one year after the borrower terminates his studies. The loan shall provide for repayment of the total amount owed in periodic installments in not more than 10 years from the commencement of repayment, except as provided in (k) and (m) of this section. If the commission and the borrower agree to a different repayment schedule, the borrower shall repay the loan in accordance with the agreement. A borrower may make payments earlier than required by this subsection. (repealed and reenacted Sec. 5 ch 89 SLA 1981)

(h) Security may not be required for the loans; however, provision shall be made for payment of attorney fees and costs of court if either or both are incurred in collection of the amount owed on the loan.

(i) If a loan is in default, the commission shall notify the borrower that repayment of the remaining balance is accelerated and due by sending the borrower a notice by registered or certified mail. (am Sec. 6 ch 89 SLA 1981)

(j) A portion of a loan shall be paid on behalf of the borrower by the state if, upon completion of the course of study for which the loan was granted, the borrower is a resident of the state for at least two years. The portion of the loan that shall be paid by the state is the following percentages of the total loan received plus interest up to a total of 50 percent of the total loan:

- (1) two-three years residence in the state, 10 percent;
- (2) three-four years residence in the state, an additional 10 percent;
- (3) four-five years residence in the state, an additional 10 percent;
- (4) five-six years residence in the state, an additional 10 percent;
- (5) over six years residence in the state, an additional 10 percent.

(Sec. 1 ch 98 SLA 1971; am Sec. 4 ch 156 SLA 1972; am Sec. 6 ch 78 SLA 1974; am Sec. 8 ch 136 SLA 1974; am Sec. 6 ch 87 SLA 1979; repealed and reenacted Sec. 7 ch 89 SLA 1981)

The reenactment of AS 14.40.763(j) in section 7 of this Act applies to any student who has obtained a scholarship loan under AS 14.40.751-14.40.806 since July 1, 1971. (Sec. 12 ch 89 SLA 1981)

(k) Periodic installments of principal shall be deferred, but interest shall accrue and be paid unless the student is eligible for interest payment benefits under (1) of this section during any of the following:

- (1) return to student status as provided in (c) of this section;
- (2) serving on active duty as a member of the armed forces of the United States;
- (3) serving, for up to three years, as a full-time volunteer under the Peace Corps Act;
- (4) serving, for up to three years, as a full-time volunteer under the Domestic Volunteer Service Act of 1973;

(5) for a one-time period up to 12 months in which the borrower is seeking and unable to find employment in the United States; or

(6) if the borrower becomes 50 percent or more disabled as certified by competent medical authority. (repealed and reenacted Sec. 7 ch 87 SLA 1979)

(l) The state will pay the interest on that portion of a loan that is not federally insured during

- (1) the period before the beginning of the repayment period of the loan; and
- (2) deferments under (k) of this section.

(m) In case of hardship, the committee may extend repayment of a loan for an additional period of up to five years in increments no longer than 12 months each. (am Sec. 8 ch 89 SLA 1981)

(n) repealed. (Sec. 11 ch 89 SLA 1981)

(o) The provisions of (j) of this section do not apply to a loan to a borrower named in a complaint as a defendant in an action by the state or by the commission to secure payment of the unpaid balance of a loan made under AS 14.40.759 or 14.40.761. (am Sec. 9 ch 89 SLA 1981)

(p) For purposes of this section, a person qualifies as a resident if the person is physically present in the state with the intent to remain permanently in the state or, if not physically present in the state, the person intends to return to the state and is absent due to military service. (am Sec. 9 ch 89 SLA 1981)

Sec. 14.40.765. Eligibility of students. (a) A person may apply for and obtain a scholarship loan if the person

- (1) is a resident of the state at the time he applies for a scholarship loan;
- (2) meets the requirements of (b) of this section; and
- (3) is

(A) enrolled as a full-time student in a career education or associate or baccalaureate or graduate degree program; or

(B) a graduate of a high school, or scheduled for graduation from a high school within six months, with sufficient credits to be admitted to a career education program or to an accredited college or university.

(b) In addition to the requirements of (a) of this section, to obtain a scholarship loan a person must have been a resident of the state for at least two years at the time he applies for the loan. For purposes of this subsection, a person qualifies as a resident of the state if at the time he applies for the loan the person

(1) has been present in the state for at least two years unless his absence from the state during any part of the two years was due to military service; or

(2) is a person who is dependent on a parent or guardian for his care, and the parent or guardian has been present in the state for at least two years. (repealed reenacted Sec. 10 ch 89 SLA 1981)

Sec. 14.40.767. Selection criteria. (a) The selection committee shall grant loans based on total point accumulations under this subsection with priority going to those applicants with the highest point accumulations, except as provided in (b) of this section for loan applications completed before May 15 of each year. Points shall be awarded to applicants based upon student status and continuous Alaskan residency, according to the following schedule:

- (1) student status:
 - (A) continuing undergraduate and graduate students with existing Alaska scholarship loans 4 points
 - (B) continuing undergraduate and graduate students without existing Alaska scholarship loans 3 points
 - (C) freshmen 2 points
 - (D) new graduate students without existing Alaska scholarship loans 1 point
- (2) continuous Alaskan residency:
 - (A) students with continuous Alaskan residency of 10 years or more 3 points
 - (B) students with continuous Alaskan residency of at least 5 years and less than 10 years 2 points
 - (C) students with continuous Alaskan residency of more than 2 years and less than 5 years 1 point
- (3) students attending Alaska colleges or universities 1 point.

(b) In awarding loans the selection committee shall award loans to applicants based upon the earliest date of completed applications if

- (1) the applicant has accumulated at least 5 points under (a) of this section; and
- (2) the applicant has filed a completed application not later than May 15 of the year for which the loan is requested. (repealed and reenacted Sec. 2 ch 87 SLA 1979)

Sec. 14.40.769. Discrimination prohibited. The student loan program shall be carried out without regard to the race, creed, sex, color, ancestry, national origin, or membership in fraternal or political organizations of the student applying for the loan. (Sec. 1 ch 98 SLA 1971)

Sec. 14.40.771. Enforceability of certain contracts with minors. A written obligation entered into by a minor at least 16 years of age, evidencing a loan or other assistance received by him from any person for the purpose of furthering his education in a career education program or an institution of higher learning, is enforceable against the minor with the same effect as if he were, at the time of its execution, 19 years of age, if the person making the loan has in his records before making the loan a certification from the institution that the minor is enrolled in the institution or has been accepted for enrollment. (Sec. 1 ch 98 SLA 1971)

Sec. 14.40.773. Repealed. (Sec. 6 ch 156 SLA 1972)

Sec. 14.40.776. Tuition grants. (a) The executive secretary of the committee shall award a tuition grant to a student in an amount up to the difference between (1) the cost, in a city where there is both a four-year state university and a four-year private university or in a city where there is both a two-year state community college and a two-year private college, for the operation of the state institution on a full-time student per academic year basis, and (2) the tuition or fees paid by the student at the state institution in those locations, but in no case may the amount exceed \$2,500 plus a cost-of-living adjustment. Subject to the approval of the committee and to the availability of appropriated funds, the executive secretary may adjust the maximum grant based on a cost-of-living factor comparable to that employed in making adjustments to the state employee pay plan under AS 39.27.015. The tuition grant paid to a student may not be in an amount that would result in a student paying less in tuition or fees at a private college or university than would be required for a similar enrollment at the state institution in the same city. The grant shall be applied by the student toward his tuition at the private university or college in which he enrolls. (am Sec. 1 ch 246 SLA 1976)

(b) The computation of the cost for the operation of the state institution on a full-time student per academic year basis under (a) of this section may not include construction or capital improvement costs, debt service and expenditures for research and public service functions.

(c) The computation under (a) of this section shall be made by the executive secretary. He shall publish the accounting procedures employed in making the computation, including, but not limited to, the time period on which the computation is based and the cost figures used. This cost data shall be made available for information purposes to the officers or administrators of the state institution whose cost of operations is the basis for the computation and to the officers or administrators of the private colleges and universities in which students receiving tuition grants are enrolled. A committee consisting of a qualified member of the staff of the division of budget and management of the Department of Administration designated by the commissioner, a qualified member of the staff of the Legislative Budget and Audit Committee designated by the chairman of the committee, and one other specially qualified person in the field of accounting, business management or institutional finance appointed by the governor, shall review, and may hear an appeal from, the determination of the computation by the executive secretary. No officer, administrator or other member of the staff of a state institution whose cost of operations is under review or an officer, administrator, or other member of the staff of the private college or universities in which students receiving tuition grants are enrolled may be a member of that committee.

(Sec. 5 ch 156 SLA 1972; am Secs. 9, 10 ch 136 SLA 1974; am Sec. 2 ch 136 SLA 1975)

Sec. 14.40.781. Limitation on grants. (a) No grants may be made under sec. 776 of this chapter for any portion of tuition which would otherwise be paid under the terms of a federal grant program.

(b) The amount of the tuition grant under sec. 776 of this chapter that may be awarded to a student who is also the recipient of a federal grant for tuition is computed according to the formula G equals P minus S minus F , in which

- (1) G = the grant awarded;
- (2) P = the tuition and fees charged by the private college or university in which the student is enrolled;



TANANA VALLEY COMMUNITY COLLEGE
Fairbanks, Alaska 99701

February 17, 1983

Representative Mike Davis
P.O. Box 81435
College, Alaska 99708

Dear Mike:

In regards to HB 174, Tanana Valley Community College supports the bill relative to students who "in total" are enrolled in 12 credits or more which makes them a full-time student within the system.

Sincerely,

Rodney Enos
Campus President

RE/dac



University of Alaska, Juneau

11120 Glacier Highway

Juneau, Alaska

99801

(907) 789-2101

April 19, 1983

Rep. Mike Davis
Pouch V
Juneau, AK 99811

Dear Representative Davis:

Thanks for sending me a copy of House Bill No. 174 (An Act relating to student loan eligibility). I feel that this is a constructive amendment which will allow greater flexibility for students in designating programs that will meet their educational goals.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Richard S. Lee'.

Richard S. Lee, Dean
Juneau Douglas Community College

RSL:cs



University of Alaska, Juneau

11120 Glacier Highway

Juneau, Alaska

99801

(907) 789-2101

To: Chancellor Paradise

FEB 15 1983

From: Dianne Schmitt, Financial Aid Officer *DS*

Chancellor

Date: February 15, 1983

University of Alaska, Juneau

RE: LEGISLATION REGARDING THE ALASKA STUDENT LOAN PROGRAM

Senate Bill # 118 reduces the time a student must be in the state before applying for a loan, but also limits loans to students who apply before graduation from high school. The one year residency requirement (reduced from two years) will put a stop to litigation in that area. However, the requirement for all loan applicants to apply while still in high school will be a detriment to the spirit of the loan program and establish a new justification for litigation.

As the UAJ Financial Aid Officer, I must oppose this bill for several reasons. 1) It is sometimes difficult for high school students to decide if they want to go to college. I know there will be many young people who will neglect to fill out the application before high school graduation and later decide to go to college. This bill is asking all seventeen year old students in Alaska to decide their life goal without experiencing life beyond the academic setting. 2) Many students do not consciously choose a career path until several years after high school and after many life experiences. This bill would not afford this type of student the same opportunity as that provided for students who begin college shortly after high school. 3) Many students wait several years after graduation from a baccalaureate program before pursuing graduate study. This bill does not mention graduate study; therefore, I am assuming that it could also be interpreted to eliminate loans for post-baccalaureate students.

House Bill # 56 asks for the loan interest rate to be raised to 7% and for the loan to be limited to the cost of tuition, room and board. This bill is acceptable.

House Bill # 174 says that a student may attend classes at two institutions to accumulate the 12 credits required for the loan program. This bill is acceptable and also beneficial to many of the students in Southeast Alaska.



Alaska Statewide Student Association

P.O. BOX 548
DOUGLAS, ALASKA 99824

REPRESENTING STUDENTS OF THE UNIVERSITY OF ALASKA STATEWIDE SYSTEM

ASSA requests that the following section be added to SPONSOR
SUBSTITUTE FOR HOUSE BILL 56:

AS 14.43.120(c) is amended to read:

(c) To maintain a loan the student must continue to be enrolled as a full-time student in good standing or as a part-time student in good standing in more than one institution for a total number of credits equivalent to a full-time student in a career education program, college, or university designated under (b) of this section. The commission shall adopt regulations defining "good standing" for purposes of this subsection.

At present, students enrolled at both UAF and TVCC, UAA and ACC, or Sitka CC and Sheldon Jackson may not receive scholarship loans unless they have a total of twelve credit hours at one or the other institution. This amendment would allow these perfectly legitimate, full-time students to be eligible for the loans.

Thank you.



FINANCIAL AID OFFICE

UNIVERSITY OF ALASKA, FAIRBANKS
Fairbanks, Alaska 99701

1982-83 ALASKA STUDENT LOAN INFORMATION

As a result of recent action by the Alaska Commission on Postsecondary Education, schools are no longer required to complete Part B of the Alaska Student Loan Application.

You may submit your application (two white copies) directly to the State Loan Office, retaining the yellow student copy, the cover sheets and this letter.

BE SURE THAT YOUR APPLICATION IS COMPLETELY FILLED OUT -- over 50% of the Alaska Student Loan applications are returned to the student because of omissions. When your application is received in Juneau, you will receive a blue post card with the date received indicated. This does not mean your application is complete; only that it has been received. You will next receive a promissory note in triplicate. Sign and date the note, list the dates of disbursement (8-20-82 for Fall 1982 semester and 1-1-83 for Spring 1983 semester), keep the marigold copy, and return the white and pink copies to Juneau.

Normally, the Financial Aid Office receives Alaska Student Loan checks in time to release funds at Registration. Before releasing checks, we must determine academic eligibility for each recipient. If you are currently enrolled at the University of Alaska-Fairbanks, you must be in good standing (2.0 semester and cumulative grade point average for undergraduates and 3.0 semester and cumulative grade point average for graduate students) to be eligible for your Fall 1982 check. Entering and transfer students must be admitted IN GOOD STANDING to a program leading toward a degree or certificate. Recipients must be full-time (12 credits for undergraduate, 9 credits for graduate students) and must complete 12 and 9 respectively each semester they receive a loan to be eligible for the following term.

Courses in the following areas cannot be counted toward the full-time financial aid requirement: Tanana Valley Community College, correspondence, extension, or television.

The eligibility requirements listed above reflect current Alaska State laws and regulations. **NO EXCEPTIONS CAN BE MADE BY THE UNIVERSITY OF ALASKA-FAIRBANKS FINANCIAL AID OFFICE.**

Any questions regarding the status of your application should be directed to the Alaska Student Loan Office in Juneau, since the Financial Aid Office acts only as a disbursing and certifying agency.



Anchorage Community College *A Unit of the University of Alaska System*

April 13, 1983

Representative Mike Davis
Pouch V
Juneau, Alaska 99811

Dear Representative Davis:

I am writing at the request of Kerry Howard to indicate my support of HB174 in concept. I believe that students should be allowed to count credits from more than one institution toward fulfilling the requirement for eligibility for the state student loan program.

However, I believe that there should be in place a consortium agreement between the two institutions as is now in existence between ACC/UAA. This agreement should require that 75 percent of the credits required for qualification should be taken at the parent institution. The parent institution is the institution which is disbursing the aid.

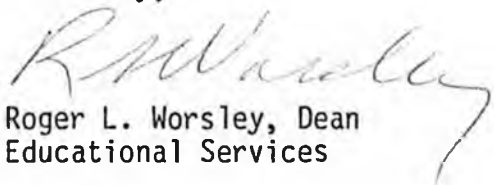
In the past, we have had problems in federal programs with students receiving aid from more than one institution. This is not the problem with the state loan, as there is only one check in this case. However, there is a lot of paperwork and staff time required in handling the state loan program. If a student were required to take 75 percent or nine credits from the parent institution, there would be an inherent commitment on the part of that student to attend that particular institution.

Another reason for this requirement is the necessity to certify academic eligibility between semesters. If a student is taking credits from more than one institution, a parent institution is required to obtain grade reports from all other institutions prior to certifying eligibility. This is simpler if consortium agreements are in effect. The time between semesters is short and the grade reporting process is lengthy. Reciprocal agreements between institutions for the release of grades is a complicated process covered by the privacy acts.

In summary, consortium agreements between cooperating institutions, with a parent institution requirement of 75 percent of the credits required for eligibility, would be a good addition to your bill in my view. Another desired addition would be for the parent institution to receive some support cost for facilitating the state loan program. Federal aid programs provide a percentage of dollars distributed to be used to administer their funds. The Alaska State Loan Program requires a lot of work on the part of our staff, but no funds are appropriated for this purpose. Our success in acquiring additional staff

through the University budget process has not been good. A five or ten percent overhead distribution to institutions handling a large volume of state loan checks would certainly be beneficial.

Sincerely,



Roger L. Worsley, Dean
Educational Services

263-1200

RLW:cb

cc: Dr. Ed Biggerstaff, Chancellor
Clay Walker, ACCSA



UNIVERSITY OF ALASKA, FAIRBANKS
Fairbanks, Alaska 99701

March 9, 1983

Representative Mike Davis
Alaska State Office Building
Pouch V
Juneau, AK 99811

Dear Representative Davis:

This letter is in response to your request that I provide information regarding any administrative problems that colleges and universities might encounter should House Bill 174 be enacted.

As you probably know, the loan regulations already permit schools to combine credits provided a consortium or formal transfer agreement exists between the schools involved. This permits schools to voluntarily combine credits for loan recipients. However, it is my impression that HB 174 would require that schools accept concurrent enrollment from other schools in addition to their own for the purposes of establishing academic eligibility for the Alaska Student Loan.

Our primary concern at UAF is that the collection of the information needed to certify good academic standing and satisfactory progress would be so cumbersome and time consuming that our students would experience a considerable delay in actually receiving their state loan checks. I am attaching a sample copy of the "Record of Disbursement and Receipt" form which accompanies each state loan check and which the school's Financial Aid Officer must sign before disbursing the check to the student. Please note that the school must certify that the student is/was enrolled in a degree or diploma or certificate program as a full time student and is maintaining satisfactory progress as determined by school policy. HB 174 would put schools in the position of making this certification only after a lengthy and cumbersome administrative process of 1.) collecting certification of enrollment and fee statements from each school the student is attending, 2.) collecting official transcripts at the end of each term from each school the student is attending, 3.) official evaluation of transfer credits at the end of each term by the home institution's registrar, and 4.) a combining of credits earned together with a revision of the semester and cumulative g.p.a. Even large schools with sophisticated computer capability would have to do most of this work by hand and on a student by student basis. We expect that the enactment of this bill would cause a delay in delivering ASL checks to all students of at least three to four weeks after registration. In addition, all of the certification activity would take place at the time of registration when we are most heavily involved with getting students registered for classes and assisting students with various financial aid problems.

I would also like to mention that under HB 174, our students would not be limited to a TVCC/UAF dual enrollment. We would also be required to include UA correspondence work and any other accredited school's correspondence study. There is even the possibility that an out-of-state school would offer a special extension course in Fairbanks. Chapman College did just that a few years ago when it offered MBA coursework in the Fairbanks area.

Page 2 - UAF Financial Aid

A student attending school out of state in a large metropolitan area could easily enroll in a three credit course at each of four schools. It would be very time consuming to combine those credits at one school if all of the schools had a different starting and ending date. There is also the very real possibility that there could be a combination of quarter and semester credits to evaluate. There are some schools outside that have discussed the possibility of withdrawing themselves from eligibility for the Alaska Student Loan because the regulations are so different then accepted financial aid standards for the aid their school offers. I believe there is a real risk that other schools may simply choose to not accept another state's imposition of academic regulation on their institution and opt out of participation in the Alaska Student Loan program. It is extremely difficult to serve student's needs in a timely manner when faced with a variety of conflicting financial aid standards.

Finally, I would like to confirm that UAF Financial Aid applicants for the current academic year were advised well ahead of time that they would be required to carry a minimum of 12 UAF credits per semester (undergraduates) in order to be eligible for the loan at this school. We accomplished this by publishing news releases in the student newspaper, and by attaching an instruction sheet to each Alaska Student Loan application form that was given out from this office. Because ASL regulations require a minimum of 12 credits to maintain eligibility, we suggest to students that they carry those 12 credits with UAF, then take any desired coursework from other schools in addition to that minimum course load. This gives them the flexibility of exploring other schools and subjects while maintaining their eligibility for the loan at UAF.

I hope this information is useful to you. Please call us if you have further questions. Our office phone number is 474-7256. We appreciate this opportunity to express our views and we look forward to working with you.

Sincerely,



Carol M. Thomson
Financial Aid Advisor

/ct
enclosure

cc: Members of the Fairbanks Legislative Delegation

STATE OF ALASKA
ALASKA COMMISSION ON POSTSECONDARY EDUCATION
ALASKA STUDENT LOAN PROGRAM

EXAMPLE

RECORD OF DISBURSEMENT AND RECEIPT

LOAN RECORD TO DATE FOR 33 LOAN YEAR

FOR STUDENT [REDACTED]

SSN [REDACTED]

WARRANT NO. 145525

WARRANT DATE 02/08/83

WARRANT AMOUNT: \$2,000.00

AMOUNT APPROVED: \$2,000.00

PRIOR PAYMENTS: \$0.00

TOTAL DISBURSED: \$2,000.00

SCHOOL ADDRESS

DATE MAILED 03/14/83

UNIVERSITY OF ALASKA-FAIRB
FAIRBANKS AK 99701

THIS WARRANT IS FOR FULL-TIME ATTENDANCE FOR SPRING SEMESTER TERM ONLY. IF YOU CANNOT CERTIFY THAT THIS STUDENT IS/WAS ENROLLED DURING THE TERM INDICATED, THIS WARRANT MUST BE RETURNED IMMEDIATELY.

THIS WARRANT SHOULD NOT BE RELEASED TO THE ABOVE NAMED STUDENT UNTIL THE SIGNATURE OF A SCHOOL OFFICIAL APPEARS BELOW AND SHOULD BE SIGNED BY THE ABOVE NAMED STUDENT WHEN DISBURSED ALSO. FAILURE TO SIGN AND RETURN THIS FORM WITHIN THIRTY (30) DAYS OF RECEIPT OF THIS WARRANT WILL RESULT IN NO FURTHER WARRANTS BEING ISSUED AND NO FURTHER LOANS BEING AUTHORIZED.

SCHOOL OFFICIAL'S CERTIFICATION

As the authorized school official, I certify that the above named student is/was enrolled in a degree or diploma or certificate program during the term indicated. I further certify that the student is/was enrolled in good standing as a full-time student for this period and is maintaining satisfactory progress as determined by school policy.

DURING THIS SCHOOL TERM THIS STUDENT IS PAYING (PLEASE CHECK ONE): DURING THIS SCHOOL TERM THIS STUDENT IS (PLEASE CHECK ONE):

Resident tuition at this school Undergraduate Graduate
 Non-resident tuition at this school
 No differential in tuition at this school

DATE TITLE SIGNATURE

STUDENT'S CERTIFICATION

I have this date received the above listed State of Alaska warrant and certify that it will be spent only for the legal items listed on the Promissory Note which I signed regarding this loan. I further certify that any change in my residency status, address, name, full-time student status, or finances has been reported to the Alaska Student Loan Office. I understand that if I do not maintain satisfactory academic progress as determined by the school I am attending, I will not be eligible for future loan disbursements.

DATE STUDENT'S SIGNATURE

RETURN SIGNED ORIGINAL TO:
ALASKA STUDENT LOAN OFFICE
POUCH F, STATE OFFICE BUILDING
JUNEAU, ALASKA 99811

THE STUDENT IS RESPONSIBLE FOR RETURNING THE ORIGINAL COPY OF THIS COMPLETED FORM TO THE ALASKA STUDENT LOAN OFFICE. FAILURE TO RETURN THE FORM WILL RESULT IN NO FURTHER WARRANTS BEING ISSUED.

ORIGINAL-RETURN TO ALASKA STUDENT LOAN OFFICE

Revisor's notes. — AS 14.43.125 was substituted for AS 14.40.765 to conform to the renumbering of that section by the revisor of statutes under AS 01.05.031.

Effect of amendments. — The 1981 amendment substituted "\$7,000" for "\$5,000" following "not to exceed."

Sec. 14.43.120. Conditions of loans. (a) Proceeds from scholarship loans may only be used for books, tuition and required fees, and for room and board.

(b) The loans may only be used to attend a career education program or a college or university approved by the commission, and, if the loans are federally insured, by the United States Commissioner of Education.

(c) To maintain a loan the student must continue to be enrolled as a full-time student in good standing in a career education program, college or university designated under (b) of this section. The commission shall adopt regulations defining "good standing" for purposes of this subsection.

(d) Scholarship loans may not be made to a student

(1) for more than five years of undergraduate study;

(2) for more than five years of graduate study;

(3) for more than a total of eight years of undergraduate and graduate study.

(e) Loans are interest bearing while a student is enrolled under (c) of this section or is receiving a deferment of payments under (k) of this section; however, a student is entitled to have a portion of the interest paid in accordance with (1) of this section.

(f) Interest on a loan given under AS 14.43.090 — 14.43.160 is at the rate of five per cent a year.

(g) Repayment of the principal and interest on the loan begins no later than one year after the borrower's studies are terminated. The loan shall provide for repayment of the total amount owed in periodic installments in not more than 10 years from the commencement of repayment, except as provided in (k) and (m) of this section. If the commission and the borrower agree to a different repayment schedule, the borrower shall repay the loan in accordance with the agreement. A borrower may make payments earlier than required by this subsection.

(h) Security may not be required for the loans; however, provision shall be made for payment of attorney fees and costs of court if either or both are incurred in collection of the amount owed on the loan.

(i) If a loan is in default, the commission shall notify the borrower that repayment of the remaining balance is accelerated and due by sending the borrower a notice by registered or certified mail.

(j) A portion of a loan shall be paid on behalf of the borrower by the state if, upon completion of the course of study for which the loan was granted, the borrower is a resident of the state for at least two years. The portion of the loan that shall be paid by the state is the following percentages of the total loan received plus interest up to a total of 50 percent of the total loan:

- (1) two — three years residence in the state, 10 percent;
- (2) three — four years residence in the state, an additional 10 percent;
- (3) four — five years residence in the state, an additional 10 percent;
- (4) five — six years residence in the state, an additional 10 percent;
- (5) over six years residence in the state, an additional 10 percent.

(k) Periodic installments of principal shall be deferred, but interest shall accrue and be paid unless the student is eligible for interest payment benefits under (1) of this section during any of the following:

- (1) return to student status as provided in (c) of this section;
- (2) serving on active duty as a member of the armed forces of the United States;
- (3) serving, for up to three years, as a full-time volunteer under the Peace Corps Act;
- (4) serving, for up to three years, as a full-time volunteer under the Domestic Volunteer Service Act of 1973;
- (5) for a one-time period up to 12 months in which the borrower is seeking and unable to find employment in the United States; or
- (6) if the borrower becomes 50 percent or more disabled as certified by competent medical authority.

(l) The state will pay the interest on that portion of a loan that is not federally insured during

- (1) the period before the beginning of the repayment period of the loan; and
- (2) deferments under (k) of this section.

(m) In case of hardship, the committee may extend repayment of a loan for an additional period of up to five years in increments no longer than 12 months each.

(n) Repealed by § 11 ch 89 SLA 1981.

(o) The provisions of (j) of this section do not apply to a loan to a borrower named in a complaint as a defendant in an action by the state or by the commission to secure payment of the unpaid balance of a loan made under AS 14.43.110 or 14.43.115.

(p) For purposes of this section, a person qualifies as a resident if the person is physically present in the state with the intent to remain permanently in the state or, if not physically present in the state, the person intends to return to the state and is absent due to military service. (§ 1 ch 98 SLA 1971; am § 4 ch 156 SLA 1972; am § 6 ch 78 SLA 1974; am § 8 ch 136 SLA 1974; am §§ 1—4 ch 99 SLA 1977; am §§ 3 — 8 ch 87 SLA 1979; am §§ 3 — 9, 11 ch 89 SLA 1981; AS 14.40.763)

Revisor's notes. — In ch. 98, SLA 1971, AS 14.43.120(j)(2) read "four — five years . . ." This was a typographical error occurring for the first time in the enrolled version of the bill (CSHB 415 [Finance am

Sl) and has been corrected here.

Effect of amendments. — The 1979 amendment deleted "approved by the commission" following "career education program" and substituted the language

beginning "for "accreditation for the or university substituted " subsection beginning "entitled" to rewrote subs (j), substitut borrower by grant," "bor "three years" sentence, sub for "regarded up to a total interest" in t the second se additional 10 paragraph (2) graph (3), an graph (4). Th subsection (k) (m), and (n).

The 1981 am sentence of s (d), the amend and (2) and in "a total of e "years" and ad graduate study section (i), th "shall" for "r "student." In s ment substitut "months" and c requirement c following "mon also rewrote su subsections (o) section (n) whi

Sec. 14.43.120 and obtain a

(1) is a re- ship loan;

(2) meets

(3) is

(A) enrolled or baccalaureate

(B) a graduate high school with a career education

(b) In addition to a scholarship loan of at least two years

beginning "approved by the commission" for "accredited by the accreditation association for the region in which the college or university is located" in subsection (b), substituted "interest" for "non-interest" in subsection (e), added the language beginning "however, a student shall be entitled" to the end of subsection (e), rewrote subsection (g), and in subsection (j), substituted "paid on behalf of the borrower by the state" for "considered a grant," "borrower" for "grantee," and "three years" for "two years" in the first sentence, substituted "paid by the state" for "regarded as a grant" and "interest for up to a total of 40 percent" for "accrued interest" in the introductory language of the second sentence, and substituted "an additional 10 percent" for "20 percent" in paragraph (2), for "30 percent" in paragraph (3), and for "40 percent" in paragraph (4). The amendment also rewrote subsection (k) and added subsections (l), (m), and (n).

The 1981 amendment, added the second sentence of subsection (c). In subsection (d), the amendment added paragraphs (1) and (2) and in paragraph (3), substituted "a total of eight" for "six" preceding "years" and added "of undergraduate and graduate study" following "years." In subsection (i), the amendment substituted "shall" for "may" and "borrower" for "student." In subsection (m), the amendment substituted "12" for "six" preceding "months" and deleted "within the 15-year requirement of (g) of this section" following "months each." The amendment also rewrote subsections (g) and (j), added subsections (o) and (p) and repealed subsection (n) which read "Each year spent

attending a college or university in Alaska qualifies as a year of employment and residency under (j) of this section, if the borrower resides no less than three years in Alaska after completion of the course for which the loan was granted, and has a total Alaskan residency of ten years time."

Editor's notes. — This section was redrafted by the revisor of statutes to remove personal pronouns in conformity with AS 01-.5.031(c) and § 4, Chapter 58 SLA 1982.

Section 8, ch. 99, SLA 1977 provides: "The change in the repayment period of student loans set out in AS 14.40.763(g) [now 14.43.120(g)] as amended by sec. 3 of this Act and the additional basis for granting a deferment of repayment of a student loan set out in AS 14.40.763(k) [now 14.43.120(k)] as enacted by sec. 4 of this Act shall, upon request of the loan recipient, be applied retroactively to the outstanding balance of principal of and accrued interest on loans made under AS 14.40.751 — 14.40.806 [now 14.43.090 — 14.43.160] as they read before the effective date of this Act."

Section 12 of ch. 89, SLA 1981, provides: "The reenactment of AS 14.40.763(j) [now 14.43.120(j)] in sec. 7 of this Act applies to any student who has obtained a scholarship loan under AS 14.40.751 — 14.40.806 [now 14.43.090 — 14.43.160] since July 1, 1971."

Legislative history reports. — For a report of legislative intent concerning the loan forgiveness provisions of ch. 89, SLA 1981 (FCCSSB 120), see 1981 Senate Journal p. 1560, 1580; 1981 House Journal p. 2289.

Sec. 14.43.125. Eligibility of students. (a) A person may apply for and obtain a scholarship loan if the person

(1) is a resident of the state at the time of application for a scholarship loan;

(2) meets the requirements of (b) of this section; and

(3) is

(A) enrolled as a full-time student in a career education or associate or baccalaureate or graduate degree program; or

(B) a graduate of a high school, or scheduled for graduation from a high school within six months, with sufficient credits to be admitted to a career education program or to an accredited college or university.

(b) In addition to the requirements of (a) of this section, to obtain a scholarship loan a person must have been a resident of the state for at least two years at the time of application for the loan. For purposes of

STATE OF ALASKA
FISCAL NOTE

Revision Date 5-5, 1983

I. REQUEST

Bill/Resolution No.: HB174
Title: Act: Student Loan Eligibility
Sponsor: Davis, et al
Requestor: House HESS

II. FISCAL DETAIL

Agency Affected: Education
Program Category Affected: Postsecondary Comm.
BRU, Program of Subprogram(s) Affected:
Student Loan Admin, Student Loan Program

EXPENDITURES/REVENUES: (Thousands of Dollars)

	FY 83	FY 84	FY 85	FY 86	FY 87	FY 88
OPERATING						
100 PERSONAL SERVICES						
200 TRAVEL						
300 CONTRACTUAL						
400 COMMODITIES						
500 EQUIPMENT						
600 LAND & STRUCTURES						
700 GRANTS, CLAIMS, ETC						
TOTAL OPERATING	N.A.	-0-	-0-	-0-	-0-	-0-
CAPITAL	N.A.	-0-	-0-	-0-	-0-	-0-
REVENUE						

FUNDING: (Thousands of Dollars)

GENERAL FUND	N.A.	-0-	-0-	-0-	-0-	-0-
FEDERAL FUNDS						
OTHER (Specify Source)						

POSITIONS:

FULL-TIME						
PART-TIME						
TEMPORARY						

III. SOURCE OF FUNDS TO OFFSET FISCAL IMPACT OF BILL:

IV. ANALYSIS: Attach a separate page for any Analysis

Prepared By: Kerry D. *[Signature]* Phone: 465-2854
Division: Alaska Commission on Postsecondary Education Date: 5-5-83
Approved by Commissioner: _____ Date: _____
Department: _____

Distribution:

Original to Legislative Finance
Copy to Office of Management and Budget (for Legislature introduced bills)
Copy to Department (for Governor introduced bills)
Copy to Sponsor
Copy to Requestor (if different from Sponsor)

3/8/83

May 5, 1983

Analysis (HB174):

Allowing multiple enrollments should enable additional people to apply, but we have no way of determining what that number would be. We also have indication that some schools will require such cross-documentation that those students will face weeks and months of delays in receiving funds. Therefore, we have left the fiscal impact at zero.



University of Alaska, Juneau

11120 Glacier Highway

Juneau, Alaska

99801

(907) 789-2101

To: Chancellor Paradise
From: Dianne Schmitt, Financial Aid Officer
Date: February 15, 1983
RE: LEGISLATION REGARDING THE ALASKA STUDENT LOAN PROGRAM

FEB 15 1983

Chancellor

UNIVERSITY OF ALASKA, JUNEAU

Senate Bill # 118 reduces the time a student must be in the state before applying for a loan, but also limits loans to students who apply before graduation from high school. The one year residency requirement (reduced from two years) will put a stop to litigation in that area. However, the requirement for all loan applicants to apply while still in high school will be a detriment to the spirit of the loan program and establish a new justification for litigation.

As the UAJ Financial Aid Officer, I must oppose this bill for several reasons. 1) It is sometimes difficult for high school students to decide if they want to go to college. I know there will be many young people who will neglect to fill out the application before high school graduation and later decide to go to college. This bill is asking all seventeen year old students in Alaska to decide their life goal without experiencing life beyond the academic setting. 2) Many students do not consciously choose a career path until several years after high school and after many life experiences. This bill would not afford this type of student the same opportunity as that provided for students who begin college shortly after high school. 3) Many students wait several years after graduation from a baccalaureate program before pursuing graduate study. This bill does not mention graduate study; therefore, I am assuming that it could also be interpreted to eliminate loans for post-baccalaureate students.

House Bill # 56 asks for the loan interest rate to be raised to 7% and for the loan to be limited to the cost of tuition, room and board. This bill is acceptable.

House Bill # 174 says that a student may attend classes at two institutions to accumulate the 12 credits required for the loan program. This bill is acceptable and also beneficial to many of the students in Southeast Alaska.