



## **VIRGIN ISLANDS HIGHER EDUCATION SCHOLARSHIP PROGRAM POLICIES AND PROCEDURES**

In order to fulfill the requirements of Act 8155, known as the Virgin Islands Higher Education Scholarship Program, the University of the Virgin Islands Board of Trustees, pursuant to Section 1(i) of such Act, hereby promulgates the following regulations and procedures:

1. The Virgin Islands Higher Education Scholarship Program (VIHESP) and its underlying policies are subject to the level of funding provided by the Government of the Virgin Islands to the University of the Virgin Islands on an annual basis. This free tuition policy program is also dependent on the University receiving continuing contributions and grants from the private sector and the federal government. These gifts and grants may come with certain conditions and restrictions and thus should not supplant the Government's annual contribution.
2. VIHESP shall be made available only to residents of the U. S. Virgin Islands who meet the requirements of Section (d) (1) – (6) of the Act and matriculate in one of the non-online degree programs at the University of the Virgin Islands. However, any Virgin Islands high school graduate who meets all the other requirements of the Act, but who has been displaced due to hurricanes Irma and Maria and graduates from a high school outside of the Territory, but maintains their domicile in the U.S. Virgin Islands, shall be eligible for this scholarship.
3. To qualify for and be awarded funds associated with VIHESP, a student must have applied for and completed a Free Application for Federal Student Aid ("FAFSA") application by March 1 for priority filing, accepted all available federal and local financial aid awarded, and accepted all other means of financial aid or grants, except loans and work study. In accordance with the Act, the University of the Virgin Islands may award full or partial scholarships to students pursuing their first associate's degree or bachelor's degree.

4. In order for new students to qualify for the funds, they must apply for full-time admission to the University of the Virgin Islands no later than February 1 of the calendar year in which the student wishes to enroll, and must make a deposit by May 1 of that same year, which indicates an intention to attend. For 2019 only, the date for application is extended to March 1, 2019. For new students applying for the Spring semester, they must apply by October 15 and submit their deposit by December 1.
5. Continuing/Returning students must apply for VIHESP funds by March 1 of the year they are enrolled, which indicates their intention to return in the Summer or Fall semester. They must also complete a FAFSA application by March 1. Continuing/Returning students for the Spring semester must apply by October 1.
6. To qualify for VIHESP funds, a student must attend the University of the Virgin Islands on a full-time, matriculated basis (minimum of 12 credit hours per semester), with the exception of those students who have approved accommodations due to special needs as a result of self-disclosed disabilities, as outlined in the University's policies. Students who have spent at least the previous semester as a full-time student during the academic year may enroll in summer courses and are eligible for this scholarship funds even though they are enrolled in less than 12 credit hours during the Summer semester.
7. VIHESP can only be used for students obtaining their first degree, which shall be an Associate's or Bachelor's degree, or both, but only up to the total credit hours required for the degree program (the University Catalog outlines the total credit hours required for each degree offered at the University). The minimum degree requirement is 120 total credit hours, although degree programs range in total credit hour requirements and exceed the minimum. In exceptional circumstances, as determined by the University of the Virgin Islands, students may receive VIHESP funding up to a maximum of 140 total credit hours. Exceptional circumstances may apply to students who need skill courses or who switch majors that require them to take additional credits in order to graduate. All requests for exceptional circumstances must contain the appropriate documentation and must be approved by the Provost.
8. If the student transfers to another college or university, or leaves the University of the Virgin Islands, the scholarship will immediately terminate. No benefit of the scholarship is transferrable to any other university in or outside of the U.S. Virgin Islands. The above restriction does not apply to students participating in the National Student Exchange Program, other study abroad programs, or students participating in the University approved 3-2 Engineering and Boston University School of Medicine Early Medical School Selection programs at partner institutions. In regards to the 3-2 Engineering

program, funds will be awarded only to the level that the student would have received if attending UVI. The student must exhaust all other financial aid resources provided by all other sources and the VIHESP funds must be paid directly to the partner institutions.

9. Any VIHESP scholarship recipient who otherwise withdraws or is involuntarily separated from the University due to academic dishonesty; violations of the University's Code of Conduct, as may be amended from time to time; or for violation of any other rule or regulation of the University, shall have their benefits immediately terminated. Accordingly, the seven-year grace period for satisfying the work requirement under the Act will commence.
10. A data file containing the names, Cumulative Grade Point Average (CGPA), resident status, major and amount requested for each student applying for VIHESP funds will be developed, maintained and provided to the Commissioner of Finance at the start of each semester, including Summer sessions, in order to draw down the funds from the Virgin Islands Revolving Scholarship Fund. This submission should occur immediately after the University's Census date of each semester. **Appendix 1** contains the Census and submission dates for each semester.
11. Section 1 (e) (1-3) of VIHESP creates a mandatory work requirement for all students who receive a scholarship. Since all students will not receive the same amount of aid each semester, the formula contained in **Appendix 2** provides specific guidance in regards to the work requirement based on the amount of aid received. This formula is consistent with the 1-year and 3-year work requirements contained in the Act.
12. The seven-year work requirement grace period is triggered when a student who has received funding from VIHESP leaves the University. If the student returns to full-time status, the grace period is tolled and will remain so until the student graduates or leaves the University again. Upon returning, if the student meets all other requirements of VIHESP, then he/she is eligible for funding under the program.
13. Pursuant to Section 1 (c), the VIHESP Scholarship Board shall consist of the individuals in the following positions: Vice Provost of Access and Enrollment Services, Director of Financial Aid, Director of the Center for Student Success, Director of Institutional Research, and a faculty member recommended by the Provost and approved by the President. The Controller will serve as an ex-officio member. The recommendations from this Board must be approved by the Provost, Vice President for Administration and Finance and the President.

14. Section 1 (d) (3) and (4) require students to have and maintain a 2.5 CGPA in order to qualify for VIHESP funds. If a student is admitted to the University who does not have a cumulative 2.5 GPA, but achieves a cumulative 2.5 GPA while matriculating at UVI, that student shall be eligible to receive VIHESP funds. This GPA requirement shall be interpreted to apply to the cumulative GPA and not the GPA of a particular semester. The University will develop a retention and support program that works with all students below a cumulative 2.5 CGPA in order to assist them in qualifying for VIHESP funding.
15. Pursuant to Section 1 (f), students must execute an agreement with the University indicating that they will repay the funds received if they do not satisfy the work requirement outlined in the Act. **Appendix 3** contains the contract that each student must execute. The interest rate applied to repayment should be that of the applicable University loan interest rate not to exceed the prime rate. Interest payable on the loan commences at the end of the seven-year grace period after graduation.
16. The University Administration shall establish an appeal process for any student denied VIHESP funding or who is required to repay funding for failure to meet the work requirement. The appeal should be first made to the VIHESP Scholarship Board, and then to the Provost and President if the student is not satisfied with the VIHESP Scholarship Board's decision.

**Academic Calendar & Data File Submission Schedule**

	<b>Classes Begin</b>	<b>Enrollment Census</b>	<b>DataFile Submission</b>	<b>Classes End</b>
<b>Fall 2019</b>	8/19/2019	8/30/2019	9/6/2019	12/7/2019
<b>Spring 2020</b>	1/13/2020	1/24/2020	1/31/2020	5/9/2020
<b>Summer 1</b>	5/18/2020	5/22/2020	5/27/2020	6/22/2020
<b>Summer 2</b>	6/25/2020	6/30/2020	7/2/2020	7/31/2020

**Application and Confirmation Deadline Schedule**

	<b>New Students</b>	<b>New Students</b>	<b>Continuing Students</b>	<b>Continuing Students</b>	<b>All Students</b>
	<b>Application for</b>	<b>Confirmation of</b>	<b>Application for</b>	<b>Confirmation of</b>	<b>Priority Filing</b>
	<b>Admission Deadline</b>	<b>Enrollment Intention</b>	<b>Consideration Deadline</b>	<b>Enrollment Intention</b>	<b>FAFSA Application Date</b>
<b>Fall 2019</b>	March 1st	May 1st	March 1st	April 5th	March 1st
<b>Spring 2020</b>	October 15th	December 1st	N / A	October 1st	March 1st
<b>Summer 1</b>	N / A	N / A	April 15th	May 1st	March 1st
<b>Summer 2</b>	N / A	N / A	May 22nd	June 8th	March 1st

<b>Years of Work Service Required For Students Pursuing a Bachelor's Degree</b>		
<b>Amount of Funding</b>	<b>Number of Years studied</b>	<b>Years of In-Territory Work Requirement</b>
75% - 100% of 4 year's tuition	4	3 years
50% - 75% of 4 year's tuition	4	2 years
25% - 50% of 4 year's tuition	4	1 year
5%-25% of 4 year's tuition	4	8 months
75% - 100% of 3 year's tuition	3	2 years, 3 months
50% - 75% of 3 year's tuition	3	1 year and 6 months
25% - 50% of 3 year's tuition	3	9 months
5%-25% of 3 year's tuition	3	6 months
75% - 100% of 2 year's tuition	2	1 year and 6 months
50% - 75% of 2 year's tuition	2	1 year
25% - 50% of 2 year's tuition	2	6 months
5%-25% of 2 year's tuition	2	4 months
75% - 100% of 1 year's tuition	1	9 months
50% - 75% of 1 year's tuition	1	6 months
25% - 50% of 1 year's tuition	1	3 months
5%-25% of 1 year's tuition	1	2 months (may be a summer internship)

<b>Years of Work Service Required For Students Pursuing an Associate's Degree</b>		
<b>Amount of Funding</b>	<b>Number of Years studied</b>	<b>Years of In-Territory Work Requirement</b>
75% - 100% of 2 year's tuition	2	1 year
50% - 75% of 2 year's tuition	2	9 months
25% - 50% of 2 year's tuition	2	6 months
5%-25% of 2 year's tuition	2	3 months (may be a summer internship)
75% - 100% of 1 year's tuition	1	6 months
50% - 75% of 1 year's tuition	1	4 months
5% - 50% of 1 year's tuition	1	2 months (may be a summer internship)



VIRGIN ISLANDS HIGHER EDUCATION SCHOLARSHIP PROGRAM AGREEMENT

Academic Year: 2019-2020

Name of Student (please print): .....

Address: .....

Financial Aid Office Use Only: Total Amount of Scholarship Per Semester: .....

THIS SCHOLARSHIP AGREEMENT, is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the UNIVERSITY OF THE VIRGIN ISLANDS, No. 2 John Brewers Bay, St. Thomas, U.S. Virgin Islands 00802, (hereinafter referred to as the "UNIVERSITY") and \_\_\_\_\_, whose address is \_\_\_\_\_ (hereinafter referred to as the "VI HIGHER EDUCATION SCHOLARSHIP RECIPIENT").

WITNESSETH:

Whereas, the Legislature of the United States Virgin Islands has established the Virgin Islands Higher Education Scholarship Program for the purpose of awarding tuition scholarships to eligible students graduating from a secondary high school or an adult Continuing Education Program;

Now Therefore, in consideration of the mutual promises, covenants and conditions contained herein, the parties hereto, intending to be legally bound hereby, agree as follows:

1. AMOUNT AND DURATION OF SCHOLARSHIP:

The Recipient hereunder is a matriculated degree-seeking, full-time student at the University and is pursuing his/her first associate's or bachelor's degree, or both.

The Recipient has been awarded an amount of \_\_\_\_\_ for this semester from the Virgin Islands Higher Education Scholarship Program.

The University may restrict or modify the amount of the VI Higher Education Scholarship a Recipient may receive per semester depending on the award of federal grants, other scholarships or financial aid during a particular semester.

2. COMMITMENT OF THE RECIPIENT:

(a) By accepting the said scholarship, on the terms and conditions stated herein, the Recipient hereby commits himself/herself to work in the Territory for a prescribed period of time commensurate with

the amount of aid received based on the attached Aid–Employment Formula. Please review the Board Regulations in regards to the Virgin Islands Higher Education Scholarship Program which can be found on the University’s website.

(b) In the event the Recipient either fails to fulfill the employment requirement, the scholarship shall be converted to a loan repayable, with interest, at a fixed interest rate of 5% during the repayment period.

C) Recipient acknowledges and agrees that the scholarship awarded hereunder is subject to revocation or discontinuation under the following circumstances: Each shall constitute an event of default under the terms hereof.

1. Failure to attend full-time;
2. Failure to obtain a minimum Cumulative Grade Point Average (CGPA) of 2.5. If the student’s CGPA falls below the 2.5, he or she will be placed on scholarship probationary status, and therefore is not entitled to receive funds from the Virgin Islands Higher Education Scholarship Program. Once the CGPA returns to a 2.5, the Recipient may apply, and if funds are available, receive support from this scholarship program.
3. Failure of a Recipient to be in material compliance with the terms of this Scholarship Agreement;
4. Failure of the Recipient to abide by the Rules and Regulations of the University, as may be amended from time to time;
5. Withdrawal or Termination from the University, or placement on academic dismissal;
6. Recipient no longer resides within the Territory of the Virgin Islands;
7. Conviction of a felony offense;
8. Recipient has engaged in a material misrepresentation of any matter involving his/her application, re-application, receipt and use of scholarship funding from the University;
9. Failure, after reasonable requests therefor from the University to provide such information as may be necessary to ensure compliance with all applicable local or federal laws, the rules and regulations of the University.
10. Recipient transfers from the University of the Virgin Islands to another institution, unless pursuant to a University authorized Study Abroad, National Student Exchange or 3/2 Engineering program.

### 3. GENERAL PROVISIONS

- a) **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the U.S. Virgin Islands without regard to conflict of law principles.
- b) **SEVERABILITY.** Should any provision of this Agreement be determined by a court of competent jurisdiction to be illegal or in conflict with applicable law or otherwise invalid, the validity of the remaining provisions shall not be impaired, and the parties shall seek to replace such invalid provision with a valid provision having a meaning as similar as possible to such invalid provision.

- c) JUDICIAL ACTION. Should the University be required to institute judicial action to enforce the obligations hereunder, it shall be entitled to recover all of its costs, including attorneys' fees, from the Recipient.
- d) ENTIRE AGREEMENT. This contract constitutes the entire agreement between the parties with respect to the subject matter hereof, and no modification shall be effective unless contained in writing subscribed to by the parties and the University.

IN WITNESS WHEREOF, the parties have duly executed this contract as the day, month and year first above written.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Scholarship Recipient

Witness:

\_\_\_\_\_

UNIVERSITY OF THE VIRGIN ISLANDS

Dated: \_\_\_\_\_

\_\_\_\_\_  
Dr. David Hall, President

# ACT NO. 8155

BILL NO. 32-0328

## THIRTY-SECOND LEGISLATURE OF THE VIRGIN ISLANDS

### Regular Session

2018

An Act amending title 17 Virgin Islands Code, chapter 15, adding a section 190dd relating to scholarship programs to provide financial aid for tuition to residents of the Virgin Islands for post-secondary education at the University of the Virgin Islands; and providing for an appropriation of \$3,000,000 from the Internal Revenue Matching Fund to the University of the Virgin Islands Scholarship Revolving

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*Be it enacted by the Legislature of the Virgin Islands:*

**SECTION 1.** Title 17 Virgin Islands Code, chapter 15 is amended by adding section 190dd. to read as follows:

“§190dd. (a) The Virgin Islands Higher Education Scholarship Program administered by the University of the Virgin Islands to provide tuition scholarships for students to attend the University of the Virgin Islands is established.

(b) The University of the Virgin Islands through its scholarship program shall provide tuition aid to students pursuing their first associate’s or bachelor’s degree, or both. The University of the Virgin Islands may award full or partial tuition scholarships to students pursuing an associate’s degree or a bachelor’s degree.

(c) The President of the University of the Virgin Islands shall appoint a five-member scholarship board from its faculty and staff to administer the scholarship program as directed by regulations promulgated by the University of the Virgin Islands Board of Trustees.

(d) To be eligible for a scholarship under this section a student must:

(1) Be a United States citizen or a permanent resident of the United States;

(2) Be a bona fide resident domiciled in the Virgin Islands at the time of making application to the scholarship program;

(3) Have attended a Virgin Islands public, private, or parochial school, or an adult Continuing Education Program, for a minimum of three years and have graduated with a cumulative 2.5 grade point average;

(4) Maintain a 2.5 grade point average at all times while in attendance at the University of the Virgin Islands;

(5) Be seeking the student's first associate's or bachelor's degree at a postsecondary institution; and

(6) Meet all criteria established by the University of the Virgin Islands both for admission and for continued attendance.

(e) The University of the Virgin Islands shall require a recipient of the scholarship to work in the Territory of the Virgin Islands under the following conditions:

(1) The scholarship recipient who receives a four-year scholarship for a bachelor's degree must work in the Territory for three years;

(2) The scholarship recipient who receives a two-year scholarship for an associate's degree must work in the Territory for one year; and

(3) The obligation to work in the Territory must be completed within seven years after graduation.

(f) Students receiving a scholarship under this section shall sign a contract committing to work in the Virgin Islands in accordance with the conditions established in subsection (e) and must agree that failure to comply with any provision of this section will result in the scholarship's becoming a loan payable to the Government of the Virgin Islands on demand at a rate of interest established by the University through regulations not to exceed the prime rate. Any monies collected pursuant to this subsection must be deposited into the University of the Virgin Islands Scholarship Revolving Fund.

(g) The University of the Virgin Islands shall develop and implement pre-enrollment programs to assist students in preparing for post-secondary education and continuing educational enrichment programs to assist scholarship recipients in succeeding academically and maintaining a 2.5 or better grade-point average.

(h) The University of the Virgin Islands, in collaboration with the Virgin Islands Department of Labor, shall develop and implement a job placement program at the University of the Virgin Islands to assist scholarship recipients in obtaining gainful employment in their fields of study or related fields.

(i) The University of the Virgin Islands Board of Trustees shall promulgate regulations to implement the University of the Virgin Islands Scholarship Program.

(j) (1) The University of the Virgin Islands Scholarship Revolving Fund is established in the Treasury of the Virgin Islands. The Commissioner of Finance shall administer the Fund as a separate and distinct, non-lapsing fund.

(2) The Fund consists of an annual appropriation of \$3,000,000 from the Internal Revenue Matching Fund, all private charitable and federal grants, and any other scholarship donations gifts, devises, bequests, and all other kinds of contributions of real or personal property, from persons, corporations, partnerships, trust funds, charitable or other eleemosynary organizations, domestic, national or foreign, as may be made to the fund from time to time and any other sums covered into the fund pursuant to law, as well as any additional contributions as may be appropriated by the Legislature.

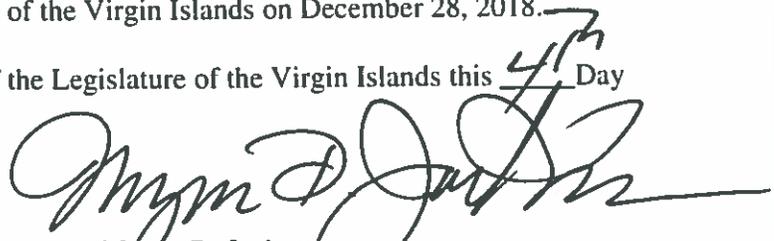
(3) Monies in the Fund may be used exclusively for tuition scholarships awarded under this section and for implementing the student enrichment programs under subsection (g).”

**SECTION 2.** The sum of \$3,000,000 is appropriated from the Internal Revenue Matching Fund in the fiscal year ending September 30, 2019, and every fiscal year thereafter, as a contribution to the University of the Virgin Islands Scholarship Revolving Fund.

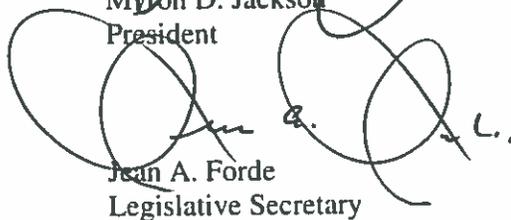
**SECTION 3.** This act takes effect for the school year beginning 2018.

Thus passed by the Legislature of the Virgin Islands on December 28, 2018.

Witness our Hands and Seal of the Legislature of the Virgin Islands this 4<sup>th</sup> Day of January , A.D., 2019.



Myron D. Jackson  
President

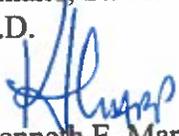


Jean A. Forde  
Legislative Secretary



Bill No. 32-0328 is hereby approved

Witness my hand and the Seal of the Government of the United States Virgin Islands at Charlotte Amalie, St. Thomas, this 6<sup>th</sup> day of January, 2019 A.D.



Kenneth E. Mapp  
Governor