



STANLEY G. TATE  
FLORIDA  
PREPAID  
COLLEGE FOUNDATION

## **The Stanley Tate Project STARS Scholarship Program**

### **Policies and Procedures**

Last Updated – November 2013

#### “Exhibit A”

*Authorized by the legislature in 1989, the Stanley G. Tate Florida Prepaid College Foundation, Inc. is a partnership between state government and the private sector. The Foundation administers the Stanley Tate Project STARS Scholarship Program, which was designed to provide Prepaid postsecondary tuition scholarships to low-income students at risk of dropping out of school who may not otherwise be able to afford a college education. Once selected, the student must abide by their school’s code of conduct, meet with a mentor on a regular basis, remain drug and crime free and maintain passing grades.*

*The Stanley G. Tate Florida Prepaid College Foundation, Inc. is a non-profit 501(c)(3) direct support organization for the Florida Prepaid College Board.*

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## **(1) Definitions:**

- (a) **Stanley Tate Project STARS Scholarship(s)** - a Florida Prepaid College plan purchased by the Donor through the Florida Prepaid College Foundation, utilizing a 50/50 match of state appropriations and private sector contributions.
- (b) **Matching funds**-Annual legislative appropriation of funds used to purchase Stanley Tate Project STARS scholarships. 50% state appropriations-50% private sector contributions.
- (c) **Excess funds**- Matching funds that were requested by/allocated to Donor, but not utilized.
- (d) **Pledge**- Letter from Donor requesting matching funds.
- (e) **Memorandum of Agreement “MOA”**-Contract agreement between the Stanley G Tate Florida Prepaid College Foundation and the Donor, pursuant to Policies and Procedures of the Stanley G. Tate Florida Prepaid College Foundation.
- (f) **Contract Detail Report (CDR)** – Comprehensive list of scholarships owned by donor identifying scholarship number, current beneficiary, last school usage, hours remaining, matriculation year, original contract price and current plan value. An electronic copy the CDR will be made available on a quarterly basis.
- (g) **Foundation**-the Stanley G. Tate Florida Prepaid College Foundation, Inc., as established by F.S. 1009.983.
- (h) **Foundation Board**- the Florida Prepaid College Foundation Board, pursuant to F.S. 1009.983(5).
- (i) **Board**-the Florida Prepaid College Board, pursuant to F.S.1009.971.
- (j) **Donor**-A nonprofit organization described in s. 501(c)(3) of the United States IRS Code and exempt from taxation under s. 501(a) of the United States IRS Code, pursuant to F.S.1009.98(9), may/that purchases scholarships for a scholarship program that has been approved by the Board and is operated by the purchasing organization.
- (k) **Designated beneficiary**-The recipient of a Stanley Tate Project STARS scholarship that has been selected/identified by the Donor.
- (l) **Assignment**- A designated beneficiary’s Annual Student Information Form and requirements on assignment checklist have been submitted to the Foundation and the beneficiary’s name and information are attached to a scholarship.
- (m) **Qualified Beneficiary**- Individuals qualified to participate in the Stanley Tate Project STARS program upon selection of the Donor must meet the following criteria:
  - 1. An individual who is under the age of 21 and has not completed the 11<sup>th</sup> grade.
  - 2. A resident of Florida for 12 consecutive months prior to assignment to a Foundation Prepaid scholarship, or a non-resident who is the child of a non-custodial parent who is a resident of this state. Documentation shall be in such form as required by the Board and may include a copy of the court order. The qualified beneficiary must be either a United States citizen or a resident alien.

3. Economically disadvantaged- qualifies for free/reduced public school lunch program at time of selection/designation by the Donor.
4. An individual that is at-risk of dropping out of school due to poor attendance, poor academic performance or other factors/circumstances that might make it difficult for the individual to graduate and pursue a postsecondary education. Student should have at least one of the following factors present:
  - i. Poor attendance (more than 5 days absent from school during previous school year)
  - ii. Poor academic performance (less than a 2.5 GPA)
  - iii. More than three school reports showing behavior or other problems
  - iv. Single parent
  - v. Incarcerated parent
  - vi. Deceased parent
  - vii. Absent parent (no contact or support)
  - viii. Poor relations between biological parents
  - ix. DCF involvement
  - x. Extended family in home
  - xi. Student is teen parent
  - xii. Parent was teen parent
  - xiii. Student will be first in family to attend college
  - xiv. Student is first in family to complete high school
  - xv. Family has received TANF within one year
  - xvi. English not spoken at home
  - xvii. Migrant worker
  - xviii. Loss of employment
  - xix. Home in foreclosure
  - xx. Homeless or living with extended family or friends
  - xxi. Serious illness in family
  - xxii. Disabled student or family member
  - xxiii. Student is or has been in foster care
5. Agrees to remain drug-free after being selected to participate in the Stanley Tate Project STARS Program. This means not being convicted of, or adjudicated delinquent for, any violation of chapter 893 after being designated a recipient of a Stanley Tate Project STARS Scholarship.
6. Agrees to remain crime-free after being selected to participate in the Stanley Tate Project STARS Program. This means not being convicted of, or adjudicated delinquent for, any felony or first-degree misdemeanor as defined in ss. 775.08 and 775.081 after being designated a recipient of a Stanley Tate Project STARS Scholarship.
7. Graduate from an accredited high school in this state, or meet the minimum criteria, pursuant to F.S. 1003.433(2)-K-12 Public Education Instruction, for admission to a postsecondary education institution.
8. Agrees, after being selected to participate in the Stanley Tate Project STARS Program, to meet with a mentor throughout their K-12 education.
9. Agrees to submit an Annual Student Information Form to the Florida Prepaid College Foundation after beginning postsecondary education,

pursuant to (6) Scholarship Assignment, of Stanley Tate Project STARS Policies and Procedures.

## **(2) Donor Participation Process:**

**A.** First time Donors must send, in writing, to the Foundation certification that they are a state or local government or an organization described in s. 501(c)(3) of the IRS Code, and 19B-5.007(2) F.A.C. Potential Donors must agree to comply with the terms of the Memorandum of Agreement, Florida Statutes and Rules governing the Florida Prepaid College Board and Foundation, pursuant to F.S. 1009.983 and 1009.984, and the Policies and Procedures of the Florida Prepaid College Foundation. Existing Donors as of July 1, 2013 must execute a new MOA to continue purchasing scholarships through the STARS program. New donors must execute a MOA prior to first purchase.

**B.** Once approved by the Board to participate in the Stanley Tate Project STARS program, the Donor must send a letter of “pledge” requesting matching funds to the Foundation for consideration. Pledge letters are due to the Foundation by February 15<sup>th</sup> of each year to request matching funds from the appropriation for STARS during the following state fiscal year.

**C.** Pursuant to the annual appropriation by the Florida Legislature, each Donor will receive up to \$100,000 of their pledge, as determined by the Florida Prepaid College Board, and any remaining appropriation amounts will be distributed on a pro-rata basis. Donors will be notified in writing of their match allocation amount in October of each year. A current price list will be provided at that time as well. Donor may not exceed the amount of their allocation.

## **(3) Payment/Purchase Options:**

**A.** Stanley Tate Project STARS scholarships, purchased through the Florida Prepaid College Foundation, must be paid in advance by providing a lump sum payment to the Foundation no later than April 30.

**B.** Donors may purchase scholarships through the Foundation for Stanley Tate Project STARS scholarships by sending a letter to the Foundation indicating the number of scholarships, plan type of scholarships, age/grade level of scholarships, and a check for half of the total cost of the scholarships, plus a \$50.00 application fee for each scholarship purchased. STARS matching funds from the Donor should be received at the Foundation office by April 30 of each year.

**C.** Once all Donors have submitted their purchases for the fiscal year, if any matching funds are remaining, Donors may request in writing additional “excess” funds by June 1. Donor will be notified in writing of their excess allocation by July 1. STARS Excess Funds from the Donor should be received at the Foundation office by August 15 of each year.

#### **(4) Contract Prices/Fees:**

**A.** Prices of Florida Prepaid College contracts are established by the Florida Prepaid College Board annually in September and are based on actuarial assumptions pursuant to F.S. 1009.971(4)(f) and 19B-4.002, F. A. C. Foundation prices are valid from October 1 through August 30 of each year and posted on the Foundation website.

**B.** A fifty dollar (\$50.00) nonrefundable application fee will be collected at the time of purchase of all/each Foundation scholarship(s).

**C.** A fee of ten dollars (\$10.00) will be assessed to any Local Fee Plan, Tuition Differential Fee or Dormitory Plan that is subsequently added to an existing Tuition Plan purchased prior to August 30, 2010, or to a Dormitory Plan that is added subsequently to a Prepaid Plan purchased after September 1, 2010.

#### **(5) Contract Plan Types:**

**A.** The Foundation offers 5 separate plan types that prepay the tuition, registration fees, the tuition differential fee and local fees at a state university or Florida College.

4-Year Florida University Plan - The 4-Year Florida University Plan prepays tuition, registration fees, the tuition differential fee and local fees for 120 undergraduate semester credit hours at a state university in Florida.

2 + 2 Florida Plan - The 2 + 2 Florida Plan prepays tuition, registration fees and local fees for 60 lower division semester hours at a Florida College and tuition, registration fees, the tuition differential fee and local fees for 60 semester credit hours at a state university.

4-Year Florida College Plan - The 4-Year Florida College Plan prepays tuition, registration fees and local fees for 60 lower division semester credit hours as well as 60 upper division semester credit hours at a Florida College.

2-Year Florida College Plan - The 2-Year Florida College Plan prepays tuition, registration fees and local fees for 60 lower division semester credit hours at any of the 28 Florida Colleges.

2-Year Florida College Foundation Plan - The 2-Year Florida College Plan prepays tuition, registration fees and local fees for 72 lower division semester credit hours at any of the 28 Florida Colleges

**B.** The Local Fee Plan may be added to a Tuition Plan purchased prior to August 30, 2010. The Local Fee Plan covers the required activity and service, health and athletic fees charged by Florida's state universities and/or the required student activity and service and technology fees charged by Florida Colleges. Local Fee Plans purchased after July 1, 1999 also cover the technology fee imposed by the universities and community colleges.

#### **Local Fee Plans consist of four separate plans:**

4-Yr University Local Fee Plan – The 4-Yr University Local Fee Plan prepays the local fees for 120 credit hours at a state university.

2 + 2 Local Fee Plan – The 2 + 2 Local Fee Plan prepays the local fees for 60 credit hours at a Florida College and 60 credit hours at a state university.

2-Yr FL College Local Fee Plan – The 2-Yr FL College Local Fee Plan prepays local fees for 60 credit hours at a Florida College.

2-Yr FPCF Local Fee Plan – The 2-Yr FPCF Local Fee Plan prepays the local fees for 72 credit hours at a Florida College.

**C.** The Tuition Differential Fee Plan may be added to a Tuition Plan purchased between October 1, 2007 and August 30, 2010. The Tuition Differential Fee Plan covers the tuition differential fee charged by a public university in Florida pursuant to Section 1009.24(16), Florida Statutes. All state universities in Florida charge this fee.

**Tuition Differential Fee plans consist of two separate plans:**

4-Yr University TDF Plan – The 4-Yr University TDF Plan prepays the tuition differential fees for 120 credit hours at a state university.

2 + 2 TDF Plan – The 2 + 2 TDF Plan prepays the tuition differential fees for 60 credit hours at a state university.

**D.** Florida Prepaid College plans do not cover fees and costs related to books, meals, transportation, graduate school, and institutionally-imposed fees such as laboratory fees.

**Dormitory Plan**

The Dormitory Plan prepays the payment for a standard, double-occupancy, air-conditioned dormitory room at a Florida state university. The Dormitory Plan may be purchased in one-year increments for up to two years (with a 2 + 2 Florida Plan or a 2+2 Tuition Plan) and up to four years (with a 4-Year Florida University Plan or a 4-Yr FL University Tuition Plan) and is offered only for a child in the eleventh grade or below. You may purchase a Dormitory Plan along with a corresponding Prepaid Plan or supplement an existing Prepaid Plan at a later date.

The state universities determine which dorms are designated for Florida Prepaid College Plan students. Not all dorms are offered. Rooms are assigned first-come first-serve, so there is no guarantee that the student will receive a room assignment. If a student applies for housing at a state university but does not receive a room assignment, the account owner may request a refund equal to the average dormitory rate for a standard, double-occupancy, air-conditioned dormitory room at the state university the student is attending.

**(6) Scholarship Assignment:**

**A.** The Florida Prepaid College Foundation and organizations operating scholarship programs that purchase Stanley Tate Project STARS scholarships do not need to identify the qualified beneficiary at the time the scholarship is purchased. The beneficiary should be assigned to the scholarship by May 15 for fall semester enrollment, of the anticipated matriculation year of the beneficiary so the beneficiary may receive their Prepaid Plan identification cards in a timely manner.

**B.** To assign a scholarship to a qualified beneficiary, you must provide the following student information to the Foundation office prior to the beneficiary registering for classes:

1. Annual Student Information Form\*
2. Independent documentation showing DOB
3. Independent documentation showing student met economically disadvantaged criteria
4. Student application or evaluation form used to accept student into program. Donor should be able to show multiple at-risk factors for each beneficiary.
5. Student contract/agreement, signed when student was in the 11th grade or younger, showing that student agrees to the following:
  - Remain crime free
  - Remain drug free
  - Meet regularly with a mentor
  - Complete an annual survey
6. Student mentor name and meeting logs.
7. Proof of Florida Residency:
  - Florida Driver's License for the student - issued at least one year prior to assignment
  - Transcript or Report card for the student including the 11th grade.
  - Florida driver's license, for parent or guardian, issued at least one year prior to assignment
  - Florida voter's registration card, for the parent/guardian, issued at least one year prior to assignment
  - Parent's Military Orders - issued one year prior to assignment
  - Florida homestead exemption certificate - issued one year prior to assignment
  - If the student is not U.S. citizen, the student must be a resident alien or the child of a resident alien-proof must be provided.
8. Cover letter stating whether the ID Card should be mailed to the STARS donor or directly to the student's address on the Annual Student Information Form. If no indication, the Prepaid Foundation will mail ID Cards to the donor's address.

*\*It is mandatory that Donors, at the time of acceptance into the STARS program, review the Annual Student Information Form with designated beneficiaries. At the time of assignment to a scholarship, a beneficiary will be required to submit a completed, signed Annual Student Information form. Beneficiaries will not be assigned to Stanley Tate Project STARS scholarships unless and until said form is received by the Foundation. During the time that the scholarship is in an active status, the Foundation must receive a fully executed Annual Student Information Form from all Stanley Tate Project STARS beneficiaries annually, by the beginning of the fall semester. Failure to comply may result in non-payment of their fall invoice, their scholarship being revoked, or denial of college graduation.*



**C.** The student will authorize the Donor to approve and complete any transfer forms to attend non-public Florida colleges or universities. Donors must notify the Foundation, upon assignment, if the qualified beneficiary is permitted to use their Stanley Tate Project STARS scholarship at an in-state private institution, technical institution or an out-of-state institution. If the beneficiary is going to attend an in-state private institution, technical institution or an out-of-state institution, the Donor must call Customer Service at 1/800/552-4723 and request a foundation transfer authorization form or download a copy from our website. The Donor must fill-out the authorization form and mail it back to the address provided on the form. The beneficiary and their parents/legal guardians, may not authorize the transfer.

**D.** Qualified beneficiaries may begin to receive benefits during the summer semester of their scheduled matriculation year, provided they are assigned to their Stanley Tate Project STARS scholarship by February 1. Spring enrollment should be assigned by Nov 1<sup>st</sup> of each year.

### **(7) Identification Cards/Contract Benefits/Exclusions:**

**A.** When a qualified beneficiary is assigned by the Donor to a Stanley Tate Project STARS scholarship, an Identification Card is issued to the beneficiary in the spring of each matriculation year and is valid for one year.

**B.** The Credit hours provided by a scholarship may be used by the qualified beneficiary during any semester of postsecondary undergraduate enrollment. The fees paid for each credit hour will depend upon the type of Prepaid Plan included in the scholarship.

**C.** Only one qualified beneficiary is allowed per contract, and a specific beneficiary can be named in only one contract. However, if a student is awarded a Stanley Tate Project STARS scholarship and a Prepaid contract was purchased for them by a purchaser (parent, grandparent...), pursuant to F.S. 1009.97(3)(e), the purchaser may receive a scholarship refund, pursuant to Rule 19B-11.001(1), which states: ...moneys paid for the purchase of the advance payment contracts shall be returned to the purchaser in semester installments coinciding with the matriculation by the beneficiary in an amount not to exceed the redemption value of the advance payment contract.

**D.** The contract may be used one year early or one year later from the original matriculation year with no penalty or additional cost. To utilize a contract outside of the one year window, the Donor must notify the Foundation, in writing, with explanation of why the scholarship was not used as originally intended.

**E.** The benefits of a Stanley Tate Project STARS scholarship may be received for up to a ten-year period after the matriculation date. This ten-year limitation may be extended upon written request, which will include an explanation/justification of why the scholarship has not been utilized, to the Foundation Board. Each extension request will be reviewed and approved/denied by Foundation staff. Any time spent by the qualified beneficiary in the military service tolls the time for receiving contract benefits under all contract plans. The matriculation date is the projected college enrollment year of the qualified beneficiary, based on the information about the qualified beneficiary's age or

grade at the time the contract was purchased/assigned to the qualified beneficiary. The Prepaid Foundation reserves the right to involuntarily cancel the scholarship if the STARS Donor is unable to utilize the scholarship within 10 years from the original matriculation year.

**F.** Benefits can be applied towards a graduate program, adult basic, or adult secondary program under this plan, but will be paid at the undergraduate rate.

## **(8) Transferability**

**A.** The Stanley Tate Project STARS scholarship is designed to be flexible and allows beneficiaries to attend the postsecondary institutions of their choice regardless of the type of plan, unless otherwise indicated by the Donor at the time the beneficiary is assigned to their scholarship. The Florida Prepaid College Plan may be used at any eligible educational institution as defined in s. 529 of the Internal Revenue Code. To view a list of eligible institutions, visit [www.myfloridaprepaid.com](http://www.myfloridaprepaid.com).

**B.** The Stanley Tate Project STARS scholarship benefits will be automatically converted upon receipt of a valid postsecondary institution invoice based upon the respective tuition rate at the time of the qualified beneficiaries' actual matriculation date. For example, if the qualified beneficiary received a 4-year university plan and will be attending a state college for the first two years; and the state college tuition rate is two-thirds of the university rate at the time of matriculation, then three state college credit hours will be used to pay for two university credit hours.

**C.** Transfer to In-State Independent College or University- In the event the qualified beneficiary matriculates in an independent college or university in Florida, the Foundation will forward to the institution a value of no more than 15 credit hours per semester at the in-state public institution rate. The Donor may also select to use the unrestricted transfer option allowing Prepaid to pay the invoice in-full up to the amount of available hours. Donor must make a special request to utilize the plan as unrestricted.

**D.** Transfer to Out-of-State Schools- In the event the qualified beneficiary matriculates in an eligible out-of-state community college, college or university, the Foundation will forward to the out-of-state institution a value of no more than 15 credit hours per semester at the in-state public institution rate. The Donor may also select to use the unrestricted transfer option allowing Prepaid to pay the invoice in-full up to the amount of available hours. Donor must make a special request to utilize the plan as unrestricted.

**E.** Transfer to In-State Vocational-Technical Schools- A qualified beneficiary of the Florida Prepaid College Foundation may transfer the benefits of their scholarship to an applied technology diploma program or a vocational certificate program conducted by a Florida College listed in s.1000.21(3), F.S., or an area technical center operated by a district school board. The amount of such benefits that may be transferred shall not exceed the redemption value. For purposes of a transfer to an applied technology diploma program or vocational certificate program conducted by a Florida College, the redemption value shall be the amount of tuition and local fees, respectively, charged by the Florida College at the time of matriculation. For purposes of a transfer to an area technical center operated by a district school board, the redemption value shall be the

average amount of tuition, local fees, and tuition differential fees respectively, charged by the state universities or Florida Colleges at the time of matriculation. If the cost of the fees charged by the Florida College or area technical center is less than the corresponding fees charged by a state postsecondary education institution, the amount transferred shall not exceed the actual cost of the fees charged by the state college or area technical center. The amount transferred may only cover the number of semester credit hours stipulated in the original contract.

## **(9) Cancellation of Contracts/Termination:**

**A.** If a qualified beneficiary is assigned to a Prepaid scholarship, and does not use the plan, the Donor may remove the student's name from the plan and assign it to another qualified beneficiary.

**B.** The Donor may cancel a Stanley Tate Project STARS scholarship at any time, upon written/signed notification to the Foundation by the Donor. The Donor may select one of two options when cancelling the contract.

1. Traditional Cancellation - The Donor will receive their portion of the remaining principal balance on the account.

2. Scholarship Reinvestment Opportunity – The Donor will receive the current redemption value for the remaining hours on the contract to be used towards purchasing a new scholarship. No funds will be transferred back to the Donor. All funds will be reinvested into new scholarships at the current contract prices. A request to cancel scholarships through the Scholarship Reinvestment Opportunity must be requested in writing and received at the Foundation office by July 31<sup>st</sup> of each calendar year. All requests received after July 31 will not be processed until October when the next year's contract prices are established.

**C.** The Donor may request cancellation/termination of a Stanley Tate Project STARS scholarship if it is determined that a qualified beneficiary has not complied with the terms/conditions of the Florida Prepaid College Foundation Board, as stated in the Memorandum of Agreement, Stanley Tate Project STARS Policies and Procedures, and/or the agreement between the Beneficiary and Donor at the time of selection.

**D.** Involuntary Termination- The Foundation Board may involuntarily terminate a Stanley Tate Project STARS scholarship upon a finding, by the Foundation Board, of fraud in the verification of residency of a qualified beneficiary, or failure to meet the eligibility requirements of the Stanley Tate Project STARS scholarship, pursuant Florida Statutes, and the terms and conditions of the Policies and Procedures of the Florida Prepaid College Foundation Board.

**E.** Involuntary Termination – The Foundation Board may involuntarily terminate a Stanley Tate Project STARS scholarship if the benefits are not used within 10 years from the original matriculation year or upon other finding of the Foundation Board of non-compliance with the STARS Policies and Procedures.

**(10) Refunds:**

- A. Application fees are non-refundable.
- B. Within forty-five days of receipt of Donor's written cancellation/ termination request to the Foundation Board office, a refund will be issued to the Donor.
- C. Termination of student status after the official drop/add period eliminates the refund option for that semester.
- D. Refunds may exceed the amount paid for the contract only pursuant to 19B-11.001(1), Florida Administrative Code, or s.1009.98(5)(f), Florida Statutes.

**(11) External Communications:**

- A. As an equal partner in the purchasing/administration of Stanley Tate Project STARS scholarships to children throughout Florida, the Florida Prepaid College Foundation will be given acknowledgement in all external communications with contributing organizations and the media.