Illinois Student Assistance Commission

1755 Lake Cook Road
Deerfield, IL 60015-5209
800.899.ISAC (4722)
Website: isac.org
E-mail: isac.studentservices@isac.illinois.gov

2016-17 ILLINOIS SPECIAL EDUCATION TEACHER TUITION WAIVER (SETTW) APPLICATION/TEACHING AGREEMENT/MASTER PROMISSORY NOTE

The complete application must be postmarked on or before **March 1, 2016** for priority consideration.

WARNING: Any person who knowingly makes a false statement or misrepresentation on this form shall be subject to prosecution to the fullest extent of the law.

SECTION A — Applicant Information

IMPORTANT, PLEASE NOTE that your Social Security number is needed for the purpose of collecting funds awarded to you in the event that those funds convert to a loan under the terms of this Promissory Note.

Complete all applicable items on this application according to the instructions on Page 3. This application is only valid for the 2016-17 academic year.

Social Security Number

Name (Last, First, Middle Initial, include prior name, if applicable)

Permanent Home Address

( ) Area Code Telephone Number

City State Zip Code

Driver's License or State ID Number or indicate NONE

Birthdate: Month / Day / Year

Name of the Illinois public 4 year college you will attend

College Code (optional)

CHECK ONE:

❑ I will or have graduated from high school in the 2015-16 academic year. NAME OF HIGH SCHOOL:_____

PLEASE NOTE: ISAC receives ACT and/or SAT scores from each test's service for Illinois high school students. The highest test scores taken during the student's junior year and performance-based academic data (as of the 6th semester) reported by your high school to ISAC are used to determine if you are eligible for the SETTW Program.

❑ I graduated from high school prior to the 2015-16 academic year and do not hold a valid teaching license.

❑ I graduated from high school prior to the 2015-16 academic year and hold a valid teaching license in an area other than special education.

(For the purpose of this program, a substitute teaching license does not qualify as a valid teaching license.)
ALL LICENSED TEACHERS MUST COMPLETE SECTION B.

REFERENCES – ALL APPLICANTS MUST PROVIDE ONE ADULT CONTACT PERSON (we will only contact this person if we are unable to reach you).

Parent ❑ Other relative ❑ Non Relative ❑ _____ Relationship if not parent

Name _____ Telephone Number ( )

Permanent Home Address _____ City _____ State _____ ZIP Code _____

Student/Borrower Certifications and Signature

Read carefully before signing below.

I declare under penalty of perjury as provided by law, the following:

A. The information I have provided on this Master Promissory Note and as updated by me from time to time is accurate and complete.

B. I authorize my high school and college to release information and/or certify my eligibility for the Illinois Special Education Teacher Tuition Waiver Program.

C. I understand that I may receive the Illinois Special Education Teacher Tuition Waiver Program for more than one year and, if I fail to complete the teaching obligation described in this Master Promissory Note that the awarded funds shall convert to an interest-bearing loan as described below.

D. I authorize any future employer of mine to provide any information to my Lender relating to my obligation to complete my eligibility to participate in the Illinois Special Education Teacher Tuition Waiver Program.

E. I understand that if my awards convert to a loan, my Lender will be the Illinois Student Assistance Commission ("ISAC" or "Lender").

F. **PROMISE TO PAY – I promise to pay to the order of the Lender, or any subsequent holder, amounts awarded for my participation in the Illinois Special Education Teacher Tuition Waiver Program if, at any time, I am no longer eligible to participate in the program pursuant to the Illinois Higher Education Student Assistance Act [110 ILCS 947/65.15] or its implementing regulations, found at Ill. Admin. Code tit. 23, § 2765.**
I understand that I may receive one or more awards through the Illinois Special Education Teacher Tuition Waiver Program for more than one year and, if I fail to complete the teaching obligations described in this Master Promissory Note, the funds awarded or a portion thereof awarded shall convert to a Loan, the terms of which will be governed by this Master Promissory Note. If funds awarded are converted to a Loan, I must repay my Lender for the aggregate amount of funds awarded together with interest, late payment charges, collection costs, reasonable attorneys' fees as described in the terms of this Master Promissory Note. I understand that I may cancel this obligation by refusing to accept or by returning all proceeds that were issued for my benefit PROVIDED THAT THE PROCEEDS ARE RETURNED PRIOR TO THE END OF THE ACADEMIC YEAR FOR WHICH THEY WERE AWARDED.

G. I understand that I have the right at any time to pay in advance the unpaid balance due under this agreement without penalty.

H. **I WILL NOT SIGN THIS MASTER PROMISSORY NOTE BEFORE READING THE ENTIRE NOTE, EVEN IF I AM TOLD OR INSTRUCTED OTHERWISE. I WILL NOT SIGN THIS NOTE IF IT CONTAINS ANY BLANK SPACES. BY SIGNING THIS NOTE I ACKNOWLEDGE THAT I HAVE READ IT, IT CONTAINS NO BLANK SPACES, AND THAT I HAVE RECEIVED AN EXACT COPY. MY SIGNATURE CERTIFIES I HAVE READ, UNDERSTAND, AND AGREE TO THE TERMS AND CONDITIONS OF THIS MASTER PROMISSORY NOTE, AS WELL AS THE CERTIFICATIONS ABOVE AND BELOW MY SIGNATURE.**

Applicant Signature (must be in ink) Date

SECTION B - Required For Licensed Teachers Only

I am a licensed teacher in the State of Illinois and I am seeking an initial professional educator license in special education. (For the purpose of this program, substitute teaching license does not qualify as a valid teaching license.)

I am now licensed to teach:

[A copy of your Credentials page from the Illinois State Board of Education (ISBE) Educator Licensure Information System (ELIS) must be attached.] Type (Number)

Applicant Signature (must be in ink) Date

(This page left blank intentionally.)

2016-17 Illinois Special Education Teacher Tuition Waiver (SETTW)
Application/Teaching Agreement/Promissory Note
INSTRUCTIONS AND TERMS AND CONDITIONS

Instructions: All applicable sections of the form must be complete. The complete application must be postmarked on or before March 1, 2016 for priority consideration. Additional documentation is not required and, if submitted, will not be returned to the applicant. If the application is incomplete, ISAC will notify the applicant. The application will be considered for processing as of the date the student section is complete and received in ISAC's Deerfield Office.

Section A. Applicant Information:

- All applicants must complete this section. ISAC will only accept applications with an original ink signature.
- For 2015-16 high school graduates, ISAC works with the high school to obtain your 6th semester data.
- A listing of Illinois 4-year public colleges approved to participate in the SETTW Program (providing the college offers a concentration in special education) including each college's 6-digit code, is available online at isac.org. You may also contact a Call Center Representative via telephone at 800.899.4722 or e-mail at isac.studentservices@isac.illinois.gov.

Section B. Licensed Teachers Only:

- Must be seeking an **initial** professional educator license in a special education discipline, and in addition to signing in Section A, must sign the section designated (B) "Required For Licensed Teachers Only."
- Must submit a copy of your Credentials page from the Illinois State Board of Education (ISBE) Educator Licensure Information System (ELIS) with this application.

SECTION C – TERMS AND CONDITIONS

1. Definitions.

A. In this Master Promissory Note, herein referred to as "Note", the words "I", "me", "my", and "mine" mean the borrower. Unless otherwise indicated, "you", "your", and "yours" mean the Illinois Student Assistance Commission or "ISAC", its successors and assigns, and any other holder of this Note.

B. "Award" or "award funds", or words of similar import, shall mean the monetary value of any waived tuition and mandatory fees resulting from my participation in SETTW Program, as defined below, pursuant to the Illinois Higher Education Student Assistance Act [110 ILCS 947/65.15] and its implementing regulations.

C. "Convert" or "conversion" means the conversion of award funds provided to me through the Illinois Special Education Teacher Tuition Waiver Program.

D. "Loan" or "loan proceeds" shall mean the amount of converted award funds provided to me through the SETTW Program, as defined below, and owed by me under this Note. The calculation for reducing the total loan by award funds through the partial fulfillment of my teaching obligation is described in further detail below.

E. "Repayment Period" will begin on the day as described in Section 4F and shall end no later than ten (10) years after such date unless otherwise extended pursuant to the terms of this Note.

F. "SETTW Program" shall mean the Special Education Teacher Tuition Waiver Program established by 110 ILCS 947/65.15.

2. Student/Borrower Certifications and Authorizations.

A. I certify that I meet the following eligibility requirements for the SETTW Program: I am a United States citizen or eligible noncitizen; I am a resident of Illinois; I am enrolled or accepted for enrollment as an undergraduate or graduate student seeking an initial professional educator license in an area of Special Education as determined by the university; I am attending or plan to attend an eligible postsecondary institution; I have not received a SETTW Program waiver in the past; I am not receiving financial assistance through any other teacher scholarship program listed at Ill. Admin. Code tit. 23, § 2765.20(b); and I (i) graduated or am scheduled to graduate from an approved high school in the 2015-16 academic year and I rank in the upper half of my graduating class, (ii) I graduated from an approved high school prior to the 2015-16 academic year and I do not hold a valid professional educator license, or (iii) I hold a valid professional educator icense that is not in the area of special education.

B. I certify that I must maintain eligibility for participation in the SETTW Program, and that a failure to maintain eligibility as described in this Note may result in the conversion of the waiver into a loan.

C. I certify that the tuition waiver awarded to me through participation in the SETTW Program shall be used for qualified educational credits assessed by an institution of higher education in which I am or plan to be enrolled and that such waiver will be considered awarded funds equal to the monetary value of any and all credits waived by the institution as a result of my participation in the program.

D. I agree to observe and comply with all the administrative rules applicable to this program and to inform ISAC <u>within 10 days</u> of <u>any</u> changes occurring in my postsecondary enrollment status or my name or address.

E. I acknowledge that I may appeal any ISAC administrative decision in accordance with 23 Ill. Adm. Code 2700.70.

F. I authorize you and your agents to request any information from the educational institution or institutions that I attend, of the status of my eligibility, of the status of the award(s), or of this Loan.

G. I authorize my future employers or their agents to release any information requested by you and your agents regarding my employment and my continued eligibility to participate in the SETTW Program.

H. In the event the awarded funds convert to a loan under this Note, including any interest assessed in accordance with this Note, you and your agents may report the repayment status of the resulting loan to all credit bureaus. Therefore, to maintain a good credit rating, it is to my advantage to comply with the terms of this Note and to meet my responsibilities as a borrower under the SETTW Program.

I. I authorize you and your agents to request and receive from others, credit-related information about me.

J. Unless prohibited by applicable law, you and your agents are authorized to share information about this Loan, including but not limited to my name, Social Security Number (SSN), address, and account status with your agents and affiliates, other creditors, my parents, and spouse and other persons or organizations permitted by law to receive such information.

K. I must update you with all my personal <u>information within 10 days of any change</u> occurring and upon a request from you or your agents. Personal information includes but is not limited to, name changes, current address, current home and cell phone numbers, current email address', current employers, and citizenship status.

L. I understand that in the event awarded funds I receive through the SETTW Program are converted to a loan, this loan is a qualified educational loan and is made under a program, which is funded in part by a nonprofit organization and/or government unit and, as such, is not dischargeable in bankruptcy.

M. The award of a waiver through the SETTW Program will be made in accordance with the procedures described in the Illinois Higher Educations Student Assistance Act [110 ILCS 947/65.15] or its implementing regulations, found at Ill. Admin. Code tit. 23, § 2765. All awards are subject to appropriation for the SETTW program by the State of Illinois

N. I certify that I am not in default on an educational loan and do not owe a refund on any federal or state grants.

O. I have complied with Federal Selective Service registration requirements.

3. Tuition Waiver/Teaching Obligation

I understand that the assistance provided through the Special Education Teacher Tuition Waiver Program ("SETTW" Program) is in the form of an institutional waiver of tuition and mandatory fees assessed as a result of my enrollment in eligible coursework at a qualifying postsecondary institution. The waiver shall be considered to have the monetary value of any and all tuition and mandatory fees that the postsecondary institution would otherwise assess for enrollment in such eligible coursework. The waiver shall be valid for up to four continuous years from the date of issuance unless I have been granted a leave of absence as described in this Note and so long as I pursue an initial special education professional educator license at an approved postsecondary institution. Such tuition waiver will expire upon receipt of my initial Special Education professional educator license. In consideration of this waiver, I agree to teach in a special education discipline on a full-time basis at a nonprofit Illinois public, private or parochial preschool, elementary or secondary school **<u>beginning within one year</u>** and continue teaching for at least two of the five

years immediately following graduation or termination of enrollment in a teacher education program. A failure to complete this teaching obligation or to maintain eligibility for the SETTW Program, as described in this Note, shall result in a conversion of the awarded funds into a loan as described herein.

4. Terms of Conversion

A. Following the award of a tuition waiver to me as a result of my participation in the SETTW Program, I understand and agree during the terms for which I receive a waiver to (i) remain enrolled at an eligible Illinois postsecondary institution approved for participation in the SETTW Program; (ii) register and remain enrolled in a program leading to an initial professional educator license in special education at postsecondary institution **within 10 days after the beginning of the term immediately following receipt of the tuition waiver**; (iii) remain in attendance at the postsecondary institution on a continuous basis during the regular academic year (summer sessions optional) unless otherwise granted a leave of absence as described herein; and (iv) pursue a course of study leading to an initial professional educator license in special education.

B. Following graduation from my postsecondary course of study, I agree to (i) to teach on a full-time basis, in the field of Special Education, for at least 2 of the 5 years immediately following graduation; (ii) begin teaching within one year following completion of the postsecondary education degree or professional educator license program for which the award funds were provided; (iii) fulfill the teaching requirement described above at a nonprofit Illinois public, private, or parochial preschool, or elementary or secondary school; and (iv) provide you with evidence of compliance with the program requirements.

C. If I fail to comply with all the requirements listed in Subsections A and B immediately above, funds awarded as a result of my participation in the SETTW Program shall convert to a Loan under this Note plus interest at a rate equal to five percent (5%) per annum and other costs, including reasonable collection costs and attorneys' fees.

D. In the event that I begin my teaching requirement, but fail to complete my obligation, the Loan balance shall be determined by first calculating the entire amount of the awards granted plus interest at a rate equal to five percent (5%) per annum and, if applicable, reasonable collection fees, then reducing such amount pro rata by the fraction of the teaching obligation that was fulfilled.

E. I shall not be considered to have failed to fulfill my commitment to begin teaching following graduation if (i) I serve, for not more than three years, as a member of the United States Armed Forces; or (ii) I am enrolled full-time in a graduate course of study leading to a graduate or postgraduate degree related to the field of teaching at an institution of higher learning; or (iii) I am temporarily totally disabled, for not more than three years, as established by the sworn affidavit of a qualified physician; or (iv) I am actively seeking but unable to find full-time employment as a teacher at a school that satisfies the criteria described above, for one continuous period not to exceed two years and am able to provide evidence of that fact; or (v) I am taking additional courses, on at least a half-time basis, needed to obtain a professional educator license as a teacher in Illinois; or (vi) I am fulfilling teaching requirements associated with other programs administered by you and cannot concurrently fulfill them in a period of time equal to the length of the teaching obligation.

F. Upon conversion of the monetary value of the tuition and mandatory fees that were waived as a result of my participation in the SETTW Program, I shall enter repayment status on the earliest of the following dates: (i) the first day of the first calendar month after I cease to pursue a course of study leading to an initial professional educator license as a Special Education teacher, but not until six (6) months have elapsed after cessation of at least half-time enrollment in such a course of study; (ii) the date you learn that I do not plan to fulfill, cannot fulfill, or have failed to fulfill the teaching obligation described in Section 3 of this Note; or (iii) the day after the latest date by which I must begin teaching in order to fulfill the teaching obligation described in Section 3 of this Note.

G. I understand that, during the Repayment Period, you may send me a monthly electronic notice, statement or coupon book. The monthly statements will cover periods beginning on the first day of the Repayment Period and will cover one contractual month based on your billing periods. I will make consecutive monthly payments in the amounts and on the payment due dates shown on my monthly statement or coupons until I have paid all of the interest and principal or any other charges I may incur under this Note.

H. I will repay this Loan in equal consecutive monthly installments of principal and interest necessary to amortize the unpaid balance of this Loan (as of the date of calculation) over the number of months remaining in the Repayment Period. If an adjustment to my repayment terms is required because the final payment on this Loan will be a different amount than the preceding monthly payments on this loan, you may, at your option, adjust the terms of my repayment or the amount of my monthly payments.

I. Upon conversion, interest shall accrue on this loan at the rate of five percent (5%) per annum throughout the Repayment Period until the principal, interest accruing and any other costs incurred on this Loan are paid in full. Interest will be calculated on the basis of a 365 day year for the actual number of days elapsed.

J. If I make payments after my payment due dates, I will owe additional interest or may be subject to the assessment of late charges. In such cases, I acknowledge that you will increase the amount of my regular monthly payment or increase the last payment to an amount necessary to repay this Loan in full on an amortized basis.

K. During the Repayment Period, I agree to pay at least a minimum amount of $50 each month (principal and interest) or the monthly interest charge, whichever is greater.

L. I will pay a late charge of up to five percent (5%) of my installment payment if I fail to make any part of an installment payment within 15 days after it becomes due. Additional late charges of up to five percent (5%) of my installment payment will charged for each additional 30 day period when I fail to make any part of an installment payment.

M. If I am unable to repay this Loan in accordance with the terms of this Note, I may request in writing that you modify these terms. I understand that such modification would be solely at your discretion. I understand that I will remain responsible for payment during any period of deferment. I guarantee that I will accept any new terms for the Loan including any capitalized interest that was the result of forbearances granted.

N. I understand that, at your sole discretion, my Repayment Period may be extended during periods of deferment, hardship, or while in forbearance. Furthermore, I shall make graduated installments in accordance with a schedule approved by you.

O. **Except as otherwise provided by law, I will be in default and you have the right to accelerate the total outstanding principal balance, accrued interest, and all other amounts payable to you under the terms of this Note. Default is defined as: (i) I fail to make any monthly payment to you when due; (ii) Any payment has not reached you within 15 days after it is due; (iii) I fail to notify you of a change in any of my personal information as stated in Sections 2D and 2K within 10 days after a change occurs; (iv) I fail to comply with any term, condition, covenant, or agreement contained in this Note; (v) any bankruptcy proceeding is begun by or against me or I assign any of my assets for the benefit of my creditors; or (vi) I make any false written or oral statements in applying for participation in the Illinois Special Education Teacher Tuition Waiver Program or this Note.**

P. My failure to receive notice, a coupon book or a monthly statement does not relieve me of my responsibility and obligation of making my required Loan payments in accordance with the terms and conditions of this Note.

Q. I authorize you or your agents to contact me regarding this Note or the Loan at the telephone number I have provided, which I provide in the future, or which ISAC reasonably believes is my current telephone number, even if the number is a cellular telephone number. I understand that automated telephone number dialing equipment or an artificial pre-recorded message may be used.

R. My death or permanent disability shall discharge any obligation under the terms of this Note.

5. Leave of Absence

I may maintain my eligibility to participate in the SETTW Program on the basis of continuous enrollment in a program leading to an initial professional educator license in special education if such continuous enrollment is not possible by requesting authorization for a leave of absence through the postsecondary institution in which I am enrolled. In order to maintain eligibility, I must apply to the President (or the President's designee) of my postsecondary institution for a leave of absence if I find it necessary to interrupt my studies because of my illness or that of an immediate family member as established by the sworn statement of a licensed physician, to earn funds to defray my educational expenses or to enter into the military service. If a leave of absence is granted, I must complete my course of study within six years. Time served in the Armed Forces of the United States will not be counted as part of that six years.

6. Governing Law

At your option, you will have the right, without further notice, to file suit against me to collect this debt. I understand that you are located in Cook County, Illinois. Your decision on whether to lend me money will be made in Illinois. Consequently, the provisions of this Note will be governed by the Laws of the State of Illinois. I agree that any suit that you bring against me will be brought in a court of competent jurisdiction in the county in which you maintain your principal place of business. In accordance with the terms of this Note, I agree to pay you reasonable costs and expenses to the extent permitted by law, including reasonable attorneys' fees, court and other collection costs, which you incur in enforcing the terms of this Note if I am in default.

7. Additional Agreements

A. My responsibility for paying this Loan is unaffected by the liability of any other persons or by your failure to notify me that a required payment has not been made. Without losing any of your rights under this Note, you may accept (i) late payments or (ii) partial payments.

B. I may not assign this Note or any of its benefits or obligations. You may assign this Note at any time.

C. The terms and conditions set forth in this Note constitute the entire agreement between you and me.

D. If any provision of this Note is held invalid or unenforceable, that provisions shall be considered omitted from this Note, and such omission shall not affect the validity of enforceability of any other provision of this Note.

E. Any notice required to be given to me by you will be effective the day it is mailed by you by means of first-class mail to the latest address that I have provided you or you have otherwise learned.

F. I agree that all amounts due hereunder shall be paid in U.S. currency by draft drawn on a U.S. domiciled bank or foreign bank with a U.S. branch, in either case that shall be a member of the Federal Reserve System.