

## **2023-24 Illinois Special Education Teacher Tuition Waiver (SETTW) Teaching Agreement/Master Promissory Note/Terms and Conditions**

By submitting the 2023-24 Illinois Special Education Teacher Tuition Waiver (SETTW) Program Application, I agree to the terms and conditions of the 2023-24 Illinois Special Education Teacher Tuition Waiver (SETTW) Program rules and procedures as described in this Teaching Agreement/Master Promissory Note.

The SETTW Program provides assistance to teachers and academically talented students pursuing a career in special education who teach Illinois schools that have been approved by the Illinois State Board of Education (ISBE). The waiver may be received for up to four calendar years (provided you have not yet obtained an initial licensure in any area of special education) and covers tuition and mandatory fees (the college determines fees that are considered mandatory).

### **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 an 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 2021-22 academic year and I rank in the upper half of my graduating class, (ii) I graduated from an approved high school prior to the 2021-22 academic year and I do not hold a valid professional educator license, or (iii) I hold a valid professional educator license 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 within 10 days of any 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 information within 10 days of any change 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 Education 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 beginning within one year 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 fulltime 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 be 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**

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 will be maintained if I am granted 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.