

Appendix A

Midwestern State University
College of Education
State of Texas Special Education Recruitment Program
Agreement and Promissory Note
Student Seeking Special Education Teacher Certification

I. SCHOLAR LOAN AGREEMENT

- A. I _____ (Insert Full Name) agree to the following terms and conditions for the receipt of the special education recruitment and retention scholar loan awarded by the College of Education at **MIDWESTERN STATE UNIVERSITY** (“**MSU**”):
1. I will obtain a special education certificate from the State Board for Educator Certification (SBEC) within six months of my graduation.
 2. I promise to reimburse total payments made by **MSU** for my scholar loan if I do not complete the academic program leading to the Texas Special Education Teacher Certification, and obtain a special education certificate from the State Board for Educator Certification (SBEC) within six months of my graduation.
- B. I understand **MSU** will provide tuition assistance for expenses specifically associated with completion of the special education teacher certification program at **MSU** and will pay the scholar loan directly to the university or college providing the educational services.
- C. I expressly acknowledge the following terms and conditions:
1. This Agreement is null and void if I do not satisfy the basic eligibility criteria for the special education certification program.
 2. **MSU** has no obligation to find me employment as part of this Agreement.
 3. The State of Texas Special Education Recruitment and Retention Grant is conducting a statewide tracking program to gather data regarding students receiving special education teacher certification. By accepting financial assistance, I agree to participate in this program and to submit information as requested by the Grant Office. Requests for information (by mail) may include date of graduation, certification received, job related data such as specifics regarding teaching assignment, plans for additional education as well as other relevant information regarding my professional career.

II. PROMISSORY NOTE

- A. I agree I must comply with all terms and conditions of this Agreement. If I fail to meet any of the conditions of this Agreement, I will repay the full amount of the scholar loan received.
- B. Repayment and Collection Charges:
1. I agree that a repayment of scholar loan assistance will begin on or before six (6) months after I have ceased to pursue a course of study in K-12 Special Education at **MSU**. Establishment of such cessation date is in the sole discretion of **MSU**.
 2. I agree to make monthly payments to **MSU** which cover outstanding principal, interest, late charges and any incurred reasonable collection costs, including, but not limited to, attorney fees, according to a schedule established by **MSU**, which calls for complete repayment within five years after I enter repayment status. If I fail to make any monthly payment as required by the schedule established by **MSU** and such failure persists for a period of 180 days, **MSU**, without further notice, may accelerate the balance of the outstanding principal due, and I promise to pay the amount and reasonable collection charges on demand.
 3. It is further my understanding that if I do not make the monthly payments as required by the schedule established by **MSU**, **MSU** will engage in collection efforts, including notification of credit bureaus concerning my default and litigation, similar to the collection efforts which are used by lenders and guarantee agencies in the federal guaranteed student loan program, and those collection procedures are generally described in the Higher Education Act.
- C. Deferment: I understand that I will not be considered in violation of the repayment schedule during the time that I am:
1. Enrolled in a course of study that is required to obtain my Special Education Teacher Certification at **MSU**.
 2. Serving, not in excess of three (3) years on active duty as a member of the armed services of the United States.
 3. Temporarily disabled, for a period not to exceed three (3) years, as established by a sworn affidavit of a qualified physician.
 4. During the time I qualify for any of the above exceptions, I need not make the scholar loan repayments. In order to qualify for any of the exceptions, I must promptly notify **MSU** of my claim and provide acceptable supporting documentation.
 5. **MSU**, in its sole discretion, may extend the five-year scholar loan repayment period by a period equal to the length of time I meet any of the conditions above

or if I am unable to complete the scholar loan repayments within this five-year period because of my financial condition which has been established to the satisfaction of **MSU**, and on which basis **MSU** has granted to me a reduced schedule of repayments reflecting my financial condition.

- D. Cancellation: **MSU** may, in its sole discretion, cancel my repayment obligation if it determines:
1. On the basis of a sworn affidavit from a qualified physician that I am unable to work as a K-12 teacher because of impairment that is expected to continue indefinitely or results in death.
 2. I have become totally and permanently disabled as established by a qualified physician sworn affidavit.
 3. On the basis of a death certificate or other evidence of death that is conclusive under Texas law.
 4. Circumstances have occurred that **MSU** considers as a compelling reason to excuse repayment.

My signature below certifies that I have read and agree to the promissory note.

Executed this the _____ day of _____, in the year _____.

By: _____
Student Signature

ACCEPTED:

Executed this the _____ day of _____, in the year _____ by **MSU**.

**“MSU”
MIDWESTERN STATE UNIVERSITY**

By: _____
University Representative

Title: _____

ACKNOWLEDGMENT OF STUDENT SIGNATURE

STATE OF TEXAS §

§

COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed it for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, in the year _____.

Notary Public, State of Texas
My Commission Expires: _____