

**WICHITA PUBLIC SCHOOLS/ UNIFIED SCHOOL DISTRICT NO. 259
SPECIAL EDUCATION CERTIFICATION
FORGIVABLE LOAN PROGRAM AGREEMENT**

THIS AGREEMENT entered into this _____ day of _____, 20____, by and between Unified School District No. 259, Wichita, Sedgwick County, Kansas (the “District”) and _____ (the “Teacher”).

WHEREAS, the District is experiencing a shortage of special education teachers;

WHEREAS, the District desires to encourage District teachers to become certified and/or licensed to provide special education services at District schools;

WHEREAS, the District has provided Teacher with a description of the Forgivable Loan program as set forth at <https://www.usd259.org/Page/16718>

WHEREAS, Teacher has met with a representative of the District’s Forgivable Loan Committee to determine the appropriate school and course of study to obtain the required endorsement and has received approval from the District.

WHEREAS, the District is willing, subject to the terms and conditions set forth below, to make loans to District Teachers for the tuition and fees to pursue a certification or license to provide special education services; and

WHEREAS, the loans will be forgiven by the District if certain conditions are met.

NOW THEREFORE, for mutual consideration hereafter set forth, the District and Teacher agree as follows:

Section 1. Eligibility. The Teacher understands that he/she has been approved to participate in the District’s Special Education Certification Forgivable Loan Program (the “Program”) to obtain certification in the area of _____ by taking coursework at _____.

Section 2. District Obligations. The District agrees to loan to Teacher funds in the amount of the tuition, fees and texts for courses being taken as part of a plan of study for Teacher to become certified or licensed as a special education teacher. The loan in the amount of tuition, fees and required texts for each course will be made to Teacher upon proof of payment of such amounts and upon proof of successful completion of the course. The payments to Teacher will constitute a loan to Teacher as set forth in Section 4 below. The District may make such loans for a maximum of six (6) credit hours per semester and up to a Program maximum of Eight Thousand and no/100 Dollars (\$8,000.00).

Section 3. Teacher’s Obligations. By signing this Agreement, the Teacher commits to the following:

- (a) To remain employed by the District at all times until the commitment to provide services as set forth in subsection (g) below has been completed;
- (b) To enroll in college/university courses leading towards certification or licensure, up to full licensure, to teach special education classes and provide special education services in the District;
- (c) To obtain a plan of study from the assigned special education advisor at the college/university, and have such plan of study approved by the District. Any deviation from the plan of study will require approval by both the college/university advisor and the District;
- (d) To sign a promissory note as set forth in subsection 4(a) below;
- (e) To complete all coursework with a letter grade of C or better, or a “pass” grade for any pass/fail courses;
- (f) To submit invoices and receipts to the District for the tuition, fees and texts paid in connection with the classes being taken as a part of the plan of study and provide a transcript showing the grade for each course within thirty (30) days of the date the grades are issued to Teacher; and
- (g) Upon obtaining full special education certification or licensure, to continue to be employed by the District as a full-time special education teacher for the greater of three (3) years, or one semester for each semester the District makes a loan for tuition, fees and texts under this Program.

Section 4. Loan Repayment or Forgiveness. The Teacher’s loan repayment obligation and the District’s conditions for loan forgiveness are as follows:

- (a) **Teacher is obligated to repay to the District the total amount loaned by the District for tuition, fees and texts under the Program. The loan repayment shall be immediately due upon Teacher’s failure to comply with any of the requirements set forth in Section 3 above.** The terms of the repayment of the loan amount, plus interest, shall be set forth in a Promissory Note. Teacher agrees to sign a Promissory Note(s) for each semester that the District makes a payment under this Program, evidencing the loan made by the District to Teacher for tuition, fees and texts under this Agreement.
- (b) If Teacher fails to promptly repay the loan amount pursuant to the terms of the Promissory Note(s), Teacher authorizes the District to recover the repayment obligation under the Promissory Note(s) through payroll deductions of up to Five Hundred and no/100 Dollars (\$500.00) per pay period from wages the District would otherwise pay to Teacher, until the amount owed is paid in full.

- (c) If Teacher leaves employment with the District for any reason before the amount owed under the Promissory Note(s) has been fully repaid, then the balance remaining due under the Promissory Note(s) will be immediately due unless Teacher and the District agree to a payment plan. Teacher authorizes the District to deduct the balance remaining due from his/her final paycheck. The payroll deduction from Teacher's final paycheck is not subject to the maximum limit described in subsection (b) above.
- (d) The entire repayment obligation under this Agreement, with the terms as set forth in the Promissory Note(s) executed by Teacher under this Program, will be forgiven if all of the requirements in Section 3 are timely completed. The forgiveness of the repayment obligation will be effective as of the date of completion of all requirements under Section 3. There will be no partial forgiveness of the repayment obligation upon the completion of less than all of the requirements under Section 3.

Section 5. Income Taxation. Teacher acknowledges and understands that the payments made under this Program by the District shall be treated as loan proceeds and Teacher will be required to repay such amounts immediately upon Teacher's failure to comply with any requirement set forth under Section 3 above. Teacher also acknowledges and understands that any forgiveness of the loan due to timely completion of all the requirements of Section 3 shall be treated as taxable compensation to Teacher in the calendar year such forgiveness occurs, and the District will include the amount of debt forgiveness on Teacher's Form W-2.

Section 6. Budget Constraints. Teacher acknowledges that due to budget constraints imposed by state law the District cannot obligate itself to pay for tuition and fees beyond its current budget year and therefore Teacher understands that the District may in any upcoming budget year discontinue or suspend paying for tuition, fees and texts under the Program.

Section 7. Continued Employment. Teacher understands and agrees that this Agreement shall not be construed as a contract of employment for any period of time. Teacher will at all times remain subject to any and all applicable state statutes regarding teacher due process and continuing contracts, USD 259 collective bargaining agreements, policies, and procedures.

Section 8. Governing Law. This Agreement shall be subject to and governed by the laws of the State of Kansas.

Section 9. Teacher Acknowledgment. By signing this Agreement, the Teacher acknowledges that he/she has read it, that all blanks have been filled in prior to his/her signature, and that he/she promises to pay all amounts required hereunder in accordance with the terms of this Agreement, and to otherwise comply with the terms of this Agreement and the Promissory Note(s).

IN WITNESS WHEREOF, this Agreement was signed by the parties as of the day and year first above written.

“DISTRICT”

Unified School District No. 259

By: _____

Name: _____

SPECIAL EDUCATION _____

“TEACHER”

Name: _____