

CHAPTER 4850
MINNESOTA OFFICE OF HIGHER EDUCATION
SUPPLEMENTAL STUDENT LOANS

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4850.0010 PURPOSE.

The purpose of parts 4850.0010 to 4850.0024 is to augment Minnesota Statutes, sections 136A.15 to 136A.1702, establishing a state program of supplemental loans to postsecondary students by providing standards, criteria, and rules for the program.

Statutory Authority: *MS s 136A.04; 136A.111; 136A.16; 136A.1701; 136A.234*

History: *10 SR 1852; 15 SR 1780*

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4850.0011 DEFINITIONS.

Subpart 1. **Academic year.** "Academic year" means:

A. a period of time, typically eight or nine months, in which a full-time student is expected to complete the equivalent of at least two semesters, two trimesters, or three quarters at an eligible school using credit hours; or

B. at least 900 clock hours of training for a program at an eligible school using clock hours.

A student may borrow for a portion of the academic year, or for all of it (see "loan period").

Subp. 2. **Anticipated graduation date.** "Anticipated graduation date" means the date indicated by the eligible school at the time the student applies for a SELF loan, as the date that the student will graduate given the enrolled program and normal satisfactory academic progress.

Subp. 3. [Repealed, 20 SR 2214]

Subp. 4. **Capitalized interest.** "Capitalized interest" means accrued interest that is added to the outstanding loan principal.

Subp. 5. **Certificate or degree.** "Certificate" or "degree" means a written or printed statement of the fact that the holder has met the eligible school's minimum requirements for completion, and certifies a minimum mastery of the subject matter for a particular academic or vocational program.

Subp. 6. **Certification.** "Certification" means an eligible school verifies and documents the identity, eligible enrollment, satisfactory academic progress, and cost of attendance of the borrower; performs the "maximum effort" test; and calculates the maximum allowable SELF loan eligibility and recommends a specific loan amount. The school also shall determine whether or not the student is in default of previous loans through:

- A. checking loan history at the school;
- B. checking an available financial aid transcript from a school previously attended by a borrower who is a transfer student; and
- C. using any other information reasonably available to the school about the student's prior student loan history, written, verbal, or electronic.

Subp. 7. [Repealed, 20 SR 2214]

Subp. 8. **Cost of attendance.** "Cost of attendance" includes:

- A. tuition and fees charged for the loan period;
- B. room and board charged for the loan period, or a reasonable allowance as determined by the school, for off-campus living; and
- C. a reasonable allowance as determined by the school for books, supplies, transportation, and personal expenses.

Subp. 9. **Creditworthy cosigner.** "Creditworthy cosigner" means one who, based on either information provided by a national credit bureau or information available to the office, has:

- A. no account balances discharged through bankruptcy;
- B. no garnishments, attachments, foreclosure, repossession, or suit;
- C. no more than \$300 combined total in unsatisfied credit or unsatisfied payment obligations including, but not limited to, charged-off loans, credit, medical, utility accounts, collection items, and tax or mechanics liens;
- D. no more than five percent of total credit bureau balances past due, unless the amount past due is \$300 or less;
- E. no current delinquency on any loan payments to the office;

F. no defaulted loan with the office which has not been paid in full in accordance with the requirements of the office; and

G. a required credit score, if established, under part 4850.0013.

Subp. 10. **Cosigners.** All SELF borrowers shall have a creditworthy cosigner who is either a United States citizen or a permanent resident. The cosigner is jointly and separately responsible for making loan payments (principal, interest, and other charges). A cosigner must:

A. be a person at least 24 years old or if a sibling (sister, brother, half-sister, half-brother, stepsister, or stepbrother) of the borrower be at least 18 years old;

B. agree to the release of information to a consumer credit reporting agency, as described in part 4850.0012, subpart 4; and

C. permanently reside in the United States.

Subp. 11. **Default.** "Default" means the condition that exists if the borrower fails to perform any of the conditions of the promissory note.

Subp. 11a. **Default date.** "Default date" means the date the loan is submitted by the office to the loan servicer as a default due to failure to comply with the required terms of the promissory note.

Subp. 12. **Delinquency.** "Delinquency" means the condition that exists when a borrower's scheduled payment of principal or interest or both is not received by the commissioner or the office's agent by the due date.

Subp. 12a. **Commissioner.** "Commissioner" means the commissioner of the office, or office staff who perform duties as assigned by the commissioner.

Subp. 13. **Due diligence.** "Due diligence" means the use of practices by the office in making, servicing, and collecting of SELF loans that are at least as extensive and forceful as those generally practiced by financial institutions for consumer loans.

Subp. 14. **Eligible school.** "Eligible school" means a school that meets the requirements for an eligible institution as defined in Minnesota Statutes, section 136A.155, and either:

A. signs an institutional loan participation agreement with the commissioner that lists the duties and responsibilities of both the school and the commissioner; or

B. is designated by the office as a maintenance-only school. The office shall designate a school as a maintenance-only school if the school participates in the National Student Clearinghouse and the school is not certifying new SELF loans. Maintenance-only schools allow eligible students, as reported by the National Student Clearinghouse, to continue in the in-school period.

Subp. 15. **Eligible student.** "Eligible student" means a student who:

A. is enrolled in an eligible school in Minnesota, or is a Minnesota resident enrolled in an eligible school in another state or United States territory as defined in Minnesota Statutes, section 136A.155;

B. is enrolled at least half time in a program leading to a certificate, associate, baccalaureate, masters, doctorate, or other professional degree;

C. is making satisfactory academic progress as defined in Minnesota Statutes, section 136A.101, subdivision 10;

D. is not currently in default, as defined by each specific program, of any student educational loan program (Stafford Loan, GSL, FISL, NDSL, Perkins, HPL, HEAL, ALAS/SLS, or other similar federal, state, private, or institutional student loan program) at the current or any previous school;

E. is not currently delinquent in payment of interest or principal on an outstanding SELF loan;

F. has a creditworthy cosigner;

G. demonstrates financial eligibility by meeting the "maximum effort" test; and

H. has agreed to the release of information to a consumer credit reporting agency, as listed in part 4850.0012, subpart 4.

Subp. 16. **Enrolled student.** "Enrolled student" means a student who has registered for and begun the loan period at the eligible school.

Subp. 16a. [Repealed, 20 SR 2214]

Subp. 17. **Financial aid.** "Financial aid" includes all money flowing to the student that is contingent upon the student's enrollment at the eligible school.

Subp. 18. **Forbearance.** "Forbearance" means permitting the temporary halt of payments, allowing an extension of time for making payments, or accepting smaller payments than were scheduled.

Subp. 19. **Full-time student.** "Full-time student" means one who is enrolled in an eligible school and who carries a full-time postsecondary level, vocational or academic workload as determined by the eligible school, ending in a certificate or degree.

Subp. 20. **Grade level.** "Grade level" means the relative position of an eligible student in a degree or certificate granting program.

Subp. 21. **Graduate student.** "Graduate student" means a student who is pursuing a program, or has a baccalaureate degree and is enrolled in courses which are normally part of a program, leading to a graduate or professional degree or certificate at an eligible school; and has successfully completed the equivalent of at least three years of full-time study at an eligible school either prior to entrance into the program or as part of the program itself.

Subp. 22. **Half-time student.** "Half-time student" means one who is enrolled in an eligible school and carrying a half-time academic workload as determined by the eligible school that amounts to at least one-half the workload of a full-time certificate or degree seeking student. In eligible schools utilizing clock hours, half-time enrollment includes programs requiring at least 300 clock hours.

Subp. 23. **In-school period.** "In-school period" means the period that the eligible student is enrolled on at least a half-time basis in an eligible school.

Subp. 24. **Late charge.** "Late charge" means a charge, not to exceed \$20, that is assessed against borrowers each time a payment of principal, interest, or both is not paid to the commissioner within 15 days after the due date.

Subp. 24a. **Loan forgiveness.** "Loan forgiveness" means the obligation of the borrower and the cosigner to repay the SELF loan is forgiven due to the death or total and permanent disability of the borrower.

Subp. 25. **Loan period.** "Loan period" means the period for which the student receives the loan. The period begins on the first day of class. It must be at least 30 days in length, and must not exceed 12 months. A loan period may be the same as, or a portion of, the academic year. For example, the loan period may be for a single semester, or quarter.

Subp. 26. **Maximum effort.** To have used "maximum effort" means that the student has applied for and exhausted all eligibility for other forms of financial aid (except work-study, federal student loans covered under Code of Federal Regulations, title 34, part 674, the federal Perkins Loan Program, Code of Federal Regulations, title 34, part 682, the federal Family Education Loan Program or FFEL, Code of Federal Regulations, title 34, part 685, the William D. Ford federal Direct Loan Program, or other similar federal student loan, and HEAL) before applying for a SELF loan. Financial aid administrators must include any financial aid that has been awarded or is expected to be awarded to the student for the loan period.

Subp. 26a. **Office.** "Office" means the Minnesota Office of Higher Education or its predecessors or successors.

Subp. 27. [Repealed, 32 SR 2268]

Subp. 28. [Repealed, 26 SR 1333]

Subp. 28a. **SELF II loans.** "SELF II loans" means SELF loans where the interest rate on the loan is determined by the commissioner at a margin in excess of the SELF II index rate. The SELF II index rate is the average rounded to the nearest quarter of one percent of the bond equivalent yield, for auctions of 13-week treasury bills, during the calendar quarter immediately preceding the interest rate adjustment date.

Subp. 28b. **SELF III loans.** "SELF III loans" means SELF loans where the interest rate on the loan is determined by the commissioner at a margin in excess of a SELF III index rate. The SELF III initial index rate is the arithmetic average rounded to the nearest tenth of one percent of the three-month London Interbank Offered Rates (LIBOR) rate during the calendar quarter

immediately preceding the interest rate adjustment date. The LIBOR rate is determined by the British Banker's Association. Where terms can be obtained for issuance of SELF loans at a rate favorable to borrowers, the commissioner may establish other indexes or utilize a fixed rate as provided for in the promissory note.

Subp. 28c. **SELF IV loans.** "SELF IV loans" means SELF loans where the interest rate on the loan is determined by the commissioner at a margin in excess of a SELF IV index rate. The SELF IV initial index rate is the arithmetic average rounded to the nearest tenth of one percent of the three-month London Interbank Offered Rates (LIBOR) rate during the calendar quarter immediately preceding the interest rate adjustment date. The LIBOR rate is determined by the British Banker's Association. The commissioner may establish other indexes or utilize a fixed rate or maximum rate as provided for in the promissory note.

Subp. 28d. **SELF V loans.** "SELF V loans" means SELF loans where the interest rate on the loan is determined by the commissioner at a margin in excess of a SELF V index rate or is a fixed rate. The SELF V initial index rate is the arithmetic average rounded to the nearest tenth of one percent of the three-month London Interbank Offered Rates (LIBOR) rate during the calendar quarter immediately preceding the interest rate adjustment date. The LIBOR rate is determined by the British Banker's Association. The commissioner may establish other indexes or utilize a fixed rate or maximum rate as provided for in the promissory note.

Subp. 28e. **Temporary total disability.** "Temporary total disability" means a disability resulting from an injury or illness that is expected to last at least four months and that interferes with the borrower's ability to make loan payments. A borrower has a temporary total disability if a doctor of medicine or osteopathic medicine, legally authorized to practice in a state, certifies that the borrower is unable to work and earn money because of an injury or illness expected to last at least four months. A borrower is not considered to have a temporary total disability on the basis of a condition that existed at the time the loan was made.

Subp. 28f. **Total and permanent disability.** "Total and permanent disability" means a disability resulting from an injury or illness that is expected to continue indefinitely or result in death, that interferes with the borrower's ability to make loan payments because the borrower is unable to work or earn money, as certified by a doctor of medicine or osteopathic medicine, legally authorized to practice in a state. A borrower is not considered totally and permanently disabled on the basis of a condition that existed at the time the loan was made.

Subp. 29. **Transition period.** "Transition period" means a 12-month period immediately following graduation or termination of enrollment. Borrowers may extend the transition period, if permitted by the terms of the promissory note, an additional period not to exceed 24 months. During the transition period, borrowers are billed for interest only.

Subp. 30. **Undergraduate student.** "Undergraduate student" means a student who is not a graduate student.

Statutory Authority: *MS s 136A.01; 136A.04; 136A.111; 136A.134; 136A.16; 136A.1701; 136A.234*

History: 10 SR 1852; 13 SR 128; 15 SR 1780; 18 SR 1848; L 1995 c 212 art 3 s 59; 20 SR 2214; 26 SR 1333; L 2005 c 107 art 2 s 60; 32 SR 2268; 35 SR 1092; L 2013 c 99 art 2 s 29; L 2014 c 149 s 75; L 2016 c 119 s 7; 43 SR 831

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4850.0012 SCHOOL AGREEMENTS AND STUDENT APPLICATIONS.

Subpart 1. **Institutional loan participation agreement.** For an eligible school to certify new SELF loans, the eligible school and the commissioner must sign a loan participation agreement that will:

A. state the eligible school's responsibility for proper certification and delivery of loans to students; and

B. name a representative of the eligible school who is to be responsible for the administration of the agreement.

Subp. 2. **Termination.** The commissioner may terminate the agreement for participation in the SELF program with an eligible school upon determining:

A. the school is not complying with parts 4850.0010 to 4850.0024; or

B. loans originated at the school that go into default exceed the guidelines established in the SELF Loan Operations Manual.

Termination can also occur in accordance with the terms of the Institutional Loan Participation Agreement.

All obligations of the school under the agreement shall continue in full force and effect with respect to all SELF loans then outstanding to students of the school. The termination of an agreement with a school shall be made pursuant to parts 4830.0140 and 4830.0150.

Subp. 3. **Application and promissory note.** The student shall follow the appropriate SELF application process used at the eligible school. If the commissioner rejects the loan application, the applicant and the cosigner must be advised in writing of the decision and the reasons for the rejection.

Subp. 4. **Release of information.** The following information about the borrower and cosigner will be periodically released to a consumer credit reporting agency throughout the life of the loan:

A. the lender-assigned borrower identification number, if any;

B. the name and address of borrower;

C. the name and address of cosigner;

D. the date the account is opened;

E. the outstanding account balance;

F. the dollar amount past due;

- G. the number of payments past due;
- H. the number of late payments in previous 12 months;
- I. the type of account;
- J. the responsibility for the account; and
- K. the status or remarks code.

Statutory Authority: *MS s 136A.01; 136A.04; 136A.111; 136A.16; 136A.1701; 136A.234*

History: *10 SR 1852; 15 SR 1780; 17 SR 1279; 18 SR 1848; 20 SR 2214; 24 SR 389; 32 SR 2268; 35 SR 1092; L 2013 c 99 art 2 s 29; 43 SR 831*

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4850.0013 CREDIT SCORE.

The commissioner may establish credit score requirements following a written determination that the financial strength of the loan program, or the office's ability to obtain cost-effective financing requires this change. The written determination shall detail how current or projected market conditions, loan defaults, bond rating agency requirements, and credit-scoring definitions or any of these, justify the establishment of credit score requirements. The commissioner must review and, if appropriate, adjust the credit score requirements and the written determination at least every 12 months using current and projected market conditions to support any changes in the credit score requirements or determination document. The required credit scores must be available to prospective borrowers on the office's website.

Statutory Authority: *MS s 136A.16*

History: *43 SR 831*

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4850.0014 AMOUNT AND TERMS.

Subpart 1. **Loan amounts.** The minimum SELF loan amount is \$500.

Subp. 2. **Multiple loans at the same grade level.** A student may borrow up to the maximum amount twice in the same grade level, as long as:

- A. a total of seven months elapses from the beginning of the first loan period to the beginning of the second loan period;
- B. the cumulative SELF loan debt maximum for that grade level is not exceeded; and
- C. the amount approved is at least \$500.

Subp. 3. **Interest rate.**

A. For SELF II loans, the interest rate on the loan will be determined by the commissioner at a margin in excess of the SELF II index rate as defined under part 4850.0011, subpart 28a. If the

index rate increases or decreases, the interest rate on the loan automatically increases or decreases on the same day without notice to the borrower. The interest rate on the loan cannot increase or decrease more than two percentage points over any four consecutive calendar quarters exclusive of any individual loan interest rate reductions and reinstatements resulting from the application of benefit programs for military, on-time payments and automated payments or other program interest rate reductions. The commissioner shall set the margin to reflect the costs of the SELF program. If the commissioner determines that the margin does not reflect the costs of the SELF program, the commissioner must increase or decrease the margin. The commissioner shall advise borrowers of changes in the margin.

B. For SELF III and SELF IV loans, the interest rate on the loan will be determined by the commissioner at a margin in excess of SELF III and SELF IV index rates, as defined under part 4850.0011, subparts 28b and 28c. The interest rate on the loan cannot increase or decrease more than three percentage points over any four consecutive calendar quarters exclusive of any individual loan interest rate reductions and reinstatements resulting from the application of benefit programs for military, on-time payments and automated payments or other program interest rate reductions. The commissioner shall set the margin to reflect the costs of the SELF program. If the commissioner determines that the margin does not reflect the costs of the SELF program, the commissioner must increase or decrease the margin.

C. For SELF V loans, the interest rate on the loan will be a fixed rate, a maximum rate provided in the promissory note, or a rate determined by the commissioner at a margin in excess of SELF V index rates, as defined under part 4850.0011, subpart 28d. The interest rate on the loan cannot increase or decrease more than three percentage points over any four consecutive calendar quarters exclusive of any individual loan interest rate reductions and reinstatements resulting from the application of benefit programs for military, on-time and automated payments, or other program interest rate reductions. The commissioner shall set the margin to reflect the costs of the SELF program. If the commissioner determines that the margin does not reflect the costs of the SELF program, the commissioner must increase or decrease the margin.

Statutory Authority: *MS s 136A.01; 136A.04; 136A.111; 136A.134; 136A.16; 136A.1701; 136A.234*

History: *10 SR 1852; 13 SR 128; 15 SR 1780; 18 SR 1848; 20 SR 2214; 22 SR 1369; 24 SR 389; 26 SR 1333; 32 SR 2268; 35 SR 1092; L 2013 c 99 art 2 s 29*

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4850.0015 LOAN DISBURSEMENTS.

Subpart 1. **Disbursement scheduling.** If loan proceeds are in the form of an individual check, the check must be jointly payable to the borrower and the eligible school. If the loan period covers more than one academic or payment period, the loan must be disbursed in installments during each academic or payment period. (For example, if an eligible school's academic year is divided by quarters, the student's loan amount may be disbursed in three installments, once each quarter.) Disbursements must be made at the beginning of each academic term, unless the commissioner requires or the school suggests other more appropriate dates.

Subp. 2. **Disbursement when loan proceeds arrive before loan period.** Loan proceeds must not be disbursed to the student before the start of the loan period. The school must verify the student's enrollment and that the student meets satisfactory academic progress requirements. If the loan proceeds are in the form of an individual check, the school must deliver the check to the student for endorsement. The check must then be endorsed by the school. In the case of either a check or an electronic funds transfer, the school must next subtract from the loan proceeds the amount owed to it for the payment period, and make arrangements with the student for the use of any remaining proceeds. The remaining proceeds may be returned to the student or retained on account at the election of the student. The school may not keep on account any more money than it charges for that payment period without the written permission of the student.

Subp. 3. **Disbursement when loan proceeds arrive during loan period.** When the loan proceeds arrive during the loan period, the school must verify the student's enrollment and that the student meets satisfactory academic progress requirements. If the loan proceeds are in the form of an individual check, the school shall endorse the check along with the student, subtract from the proceeds that amount owed to it for the payment period, and make arrangements with the student for the use of any remaining proceeds. The student has the same options for receiving any remaining proceeds as described in subpart 2. If the student is on a school approved leave of absence when the loan proceeds arrive and is scheduled to return within 30 days from the date on the check or the date of the electronic funds transfer, the school may hold the loan proceeds until the student returns. If the student fails to return or does not show up for disbursement, the loan proceeds must be returned to the commissioner within 30 days from the date on the check or the date of the electronic funds transfer, whichever is applicable.

Subp. 4. **Disbursement when loan proceeds arrive after loan period.** When the loan proceeds arrive after the loan period, the school must verify the student's enrollment and that the student meets satisfactory academic progress requirements. If the loan proceeds are in the form of an individual check, the school must endorse the check along with the student within 45 days from the end of the loan period, subtract from the proceeds that amount owed to it for the payment period, and make arrangements with the student for use of any remaining proceeds. The remaining proceeds must be returned to the student or retained on account at the election of the student. The school may not keep on account more money than it charges for that payment period without the written permission of the student. If the loan proceeds arrive more than 45 days after the end of the loan period, the school must return the loan proceeds to the commissioner.

Statutory Authority: *MS s 136A.01; 136A.04; 136A.111; 136A.16; 136A.1701; 136A.234*

History: *10 SR 1852; 15 SR 1780; 20 SR 2214; 22 SR 1369; 35 SR 1092; L 2013 c 99 art 2 s 29*

Published Electronically: *July 1, 2013*

4850.0016 NONENROLLMENT, TRANSFER, AND WITHDRAWAL.

Subpart 1. **Nonenrollment.** A school shall return a payment to the commissioner for a student who fails to enroll within 30 days of the payment date.

Subp. 2. **Withdrawal and transfer to another eligible school.** If the student fails to complete the loan period at the school where the loan application was certified and transfers to another eligible school, any remaining scheduled disbursements must be canceled. The school must immediately notify the commissioner of any borrower who withdraws for any purpose. The student may apply for any remaining loan eligibility at the other eligible school, assuming the amount approved is at least \$500.

Subp. 3. **Withdrawal.** In the event that a borrower, for any reason, fails to complete a loan period, withdraws, and the school calculates a SELF refund for the borrower, that refund must be returned to the office for the SELF loan program within 30 days of the date the school becomes aware of the withdrawal. Refunds to the office are determined by items A and B.

A. Determine the percentage that the SELF loan represents of the student's total nonfederal financial aid package for the applicable term.

B. Multiply that percentage by the amount determined to be refunded to nonfederal aid providers under the school's refund policy. The result yields the amount to be refunded to the office.

Subp. 4. **Reduction of enrollment to less than half-time status.** The school shall notify the commissioner immediately when a student reduces enrollment below a half-time status, but remains enrolled.

Statutory Authority: *MS s 136A.01; 136A.04; 136A.111; 136A.134; 136A.16; 136A.1701; 136A.234*

History: *10 SR 1852; 13 SR 128; 15 SR 1780; L 1995 c 212 art 3 s 59; 20 SR 2214; 26 SR 1333; 35 SR 1092; L 2013 c 99 art 2 s 29*

Published Electronically: *July 1, 2013*

4850.0017 REPAYMENT PROCEDURES.

Borrowers or cosigners shall make payments of principal and interest according to the following schedule.

A. During the in-school period, the office or its agent shall bill borrowers for accrued interest and applicable late charges at least once during each calendar quarter.

B. During the transition period, the office or its agent shall bill borrowers for accrued interest and applicable late charges once during each calendar month.

C. During the repayment period, the office or its agent shall bill borrowers for accrued interest, applicable late charges, and principal once during each calendar month. The interest rate may vary throughout the period. The sum of the monthly payments must equal the sum of accrued interest plus principal, plus any applicable late charges. The borrower must pay a total of at least \$600 each year on all of the borrower's SELF loans.

D. Interest payments during the in-school period that are delinquent in excess of 120 days from the billing date may be capitalized. Capitalization of past due interest must be limited to two occasions before filing a claim.

E. A prepayment penalty must not be assessed against borrowers who elect to make unscheduled payments of loan principal.

F. The commissioner shall grant forbearances in those instances when the borrower is unable to make payment and has not exhausted the permitted number of occurrences. The forbearance shall be granted upon receipt of a written request from the borrower and the cosigner. The commissioner shall waive the requirement for signatures from both the borrower and the cosigner when there is no current contact information for one of the parties or an affidavit or police report documents an adversarial relationship between the parties. Forbearances are limited to four months, renewable upon receipt of further documentation for another four months.

G. Upon request, the commissioner shall provide borrowers and cosigners with an annual statement of outstanding principal and interest paid during the previous calendar year.

Statutory Authority: *MS s 136A.01; 136A.04; 136A.111; 136A.134; 136A.16; 136A.1701; 136A.234*

History: *10 SR 1852; 11 SR 1276; 13 SR 128; 15 SR 1780; 18 SR 1848; L 1995 c 212 art 3 s 59; 20 SR 2214; 26 SR 1333; 35 SR 1092; L 2013 c 99 art 2 s 29; 43 SR 831*

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4850.0018 CLAIMS.

Subpart 1. **When filed.** If after exercising due diligence, and after 120 days from the billing date the commissioner fails to collect a payment from a borrower or the cosigner, a claim must be filed to the bad debt reserve by the commissioner for the outstanding principal of the loan plus accrued interest.

Subp. 2. **When paid.** Claims are paid in four categories:

A. A claim for death of the borrower must be filed by the commissioner upon receipt of a death record. The cosigner's obligation to make any further payment of principal and interest or both on a SELF loan is canceled as of the date of death.

B. If the borrower becomes totally and permanently disabled, a claim must be filed by the commissioner upon receipt of proper medical documentation. The borrower's and cosigner's obligation to make any further payment of principal and interest on a SELF loan is canceled as of the date of approval of the medical documentation by the office.

C. If a borrower or cosigner fails to perform any of the conditions of the promissory note, a claim must be filed by the commissioner.

D. If a borrower is adjudicated bankrupt and has liability for the SELF loan discharged, the cosigner remains liable for unpaid principal and interest. If the cosigner fails to perform any of the conditions of the promissory note, the commissioner shall file a claim.

Statutory Authority: *MS s 136A.01; 136A.04; 136A.111; 136A.16; 136A.1701; 136A.234*

History: 10 SR 1852; 15 SR 1780; 20 SR 2214; L 2001 1Sp9 art 15 s 32; 32 SR 2268; L 2013 c 99 art 2 s 29

Published Electronically: July 1, 2013

4850.0020 LOAN FORGIVENESS.

Subpart 1. **Death of borrower.** The obligation of the borrower and the cosigner to repay a SELF loan shall be forgiven upon documentation of the death of the borrower. Payments made after the borrower's death prior to the submission of a death certificate will not be reimbursed.

Subp. 2. **Total and permanent disability of borrower.** The obligation of the borrower and the cosigner to repay the SELF loan shall be forgiven upon written request to the office if the office determines that a borrower has a total and permanent disability and if the total and permanent disability of the borrower occurred after all disbursements of the loan were made. The forgiveness is effective the date the total and permanent disability documentation is approved and accepted by the office.

Statutory Authority: MS s 136A.16

History: 32 SR 2268

Published Electronically: July 7, 2008

4850.0021 NONACCRUAL OF INTEREST PERIOD DURING A TEMPORARY TOTAL DISABILITY.

A borrower who has a temporary total disability shall be granted a period of nonaccrual of interest upon written request to the office, effective the date the temporary total disability documentation is approved and accepted by the office, if the office determines that the borrower has a temporary total disability and if the temporary total disability of the borrower occurred after all disbursements of the loan were made. Interest does not accrue during an approved nonaccrual of interest period and no payments will be required to be made during this time. A nonaccrual of interest period may be granted for up to one year at a time with a maximum of no more than three years. Extensions may be requested after the end of each approved period of nonaccrual of interest. Updated medical information is required of the borrower for each extension request. If at any time during a nonaccrual of interest period the borrower qualifies for loan forgiveness due to total and permanent disability status, the borrower may submit the required medical documentation to the office for review. At the end of the nonaccrual of interest period the borrower must resume payments at an amount necessary to repay the loan in the time period required by the promissory note unless a payment extension agreement has been entered into with the office.

Statutory Authority: MS s 136A.16

History: 32 SR 2268

Published Electronically: July 7, 2008

4850.0022 ACTIVE MILITARY DUTY INTEREST REDUCTION BENEFIT.

Eligible borrowers on active military duty may qualify for interest rate reductions greater than reductions already required by federal or state law based on a determination by the commissioner of available benefits. The military interest rate reduction availability and the amount of any reduction is determined quarterly. Eligible borrowers must request the reduction and provide a copy of active military orders in order to qualify. An available reduction is only effective for dates the borrower is on active duty. Interest reductions, other than reductions required by federal or state law, shall be discontinued without notice for any quarter in which the benefit is unavailable.

Statutory Authority: *MS s 136A.16*

History: *32 SR 2268; L 2013 c 99 art 2 s 29*

Published Electronically: *July 1, 2013*

4850.0024 DEFAULTED LOAN REHABILITATION.

Subpart 1. **Availability.** A defaulted loan rehabilitation option is available for loans which defaulted after June 30, 2008.

Subp. 2. **Exclusions.** A defaulted loan rehabilitation option is not available for loans that have been turned over to a collection entity or that are in default for a second time.

Subp. 3. **Rehabilitation deadline.** Rehabilitation must be completed within two years from the default date.

Subp. 4. **Payment in full option.** A defaulted loan is considered rehabilitated if the outstanding balance of the defaulted loan is paid in full to the office within 90 days from the default date.

Subp. 5. **Payment plan option.** A borrower or cosigner may rehabilitate a defaulted loan upon approval by the office of a rehabilitation request signed by the borrower or cosigner and submitted to the office. If the office approves the rehabilitation request, the borrower or cosigner must make 12 monthly on-time payments on the defaulted loan. If the borrower or cosigner fails to make 12 consecutive on-time payments and if there is sufficient time remaining within the maximum two-year rehabilitation period, the borrower or cosigner may submit a second rehabilitation request for approval by the office to make 12 on-time payments. The combined payment amounts must be sufficient so that at the end of the rehabilitation period the loan conforms with the promissory note repayment terms had the loan not defaulted. A payment is considered on time if the payment is received by the office no later than seven calendar days after the agreed upon due date.

Subp. 6. **Rehabilitated loan requirement.** Once a loan has successfully been rehabilitated, the remaining balance must be repaid within the original time frame and according to the original terms and conditions of the promissory note.

Subp. 7. **Deletion of default loan status.** Upon completion of the loan rehabilitation, the office shall request deletion of the defaulted loan status from the credit bureaus if deletion is permitted by the credit bureaus. Deletion of the default status is contingent upon approval by the credit bureaus. Any past due reporting to the credit bureaus prior to the default will not be deleted.

Statutory Authority: *MS s 136A.16*

History: *32 SR 2268; 35 SR 1092*

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