

U.S. Department of Justice
Attorney Student Loan Repayment Program (ASLRP)
Service Agreement

NAME: _____ SSN: _____

In consideration of the attorney student loan repayment incentive for which I may qualify under 5 U.S.C. § 5379, as implemented by the regulations of the U.S. Office of Personnel Management (5 CFR Part 537) and the policies of the Department of Justice, I hereby agree:

1. To complete three (3) years of service with the Department of Justice.
2. The amount of the student loan repayment I am requesting in FY-10 (may not exceed \$6,000) is: \$ _____. I have read and understand the "Matching Funds" provisions of the ASLRP Policy. **I understand that the ASLRP is a supplement to, not a substitute for, my personal student loan repayment obligations.** I understand that when determining the initial amount to repay on a my behalf (the baseline), the Department will match the annual amount that I pay on my qualifying Federal student loans (up to \$6,000 per calendar year), except that if my annual base salary is less than \$84,000, I automatically will receive the maximum repayment amount without being limited by the amount I paid in the preceding calendar year. I understand that amounts to be paid on my behalf beyond the year I am selected are subject to the baseline payment established at the time of selection, and contingent on the availability of funds and my continued eligibility. I understand that if I do not remain eligible, as determined by the ASLRP Policy, then further loan repayment benefits may be denied although the service obligation will remain in force. I understand that renewal is not automatic - I must request consideration for ASLRP annually. I understand that any loan repayments made on my behalf are taxable and subject to withholding and that the Department will deduct applicable withholdings from the approved amount prior to issuing payment to my loan holder(s). I acknowledge that I must receive at least a "fully successful" rating on my performance evaluation report (or equivalent level of performance under the applicable performance management system) to remain eligible.
3. My total Federal student loan debt (see 5 U.S.C. § 5379 for qualifying loans) is: \$ _____. (I understand that by Department policy, only loans taken out by me and used to pay costs incurred by me for my education may be approved for ASLRP incentives).
4. If I am a current DOJ employee when selected for the ASLRP, the effective date of the service commitment will be the date of initial approval by the Department, and is effective for three years thereafter. If I have not yet entered on duty on the date I am notified of selection for ASLRP, then the effective date of the service commitment is the date of entry on duty. I have read and understand the options available to me upon the expiration of my initial service obligation, as posted in the ASLRP Policy.
5. I authorize the Department or designated employees or agents of the Department to verify the status, payment history, and outstanding balance of each loan, and to discuss the terms with the lender or note holder, or predecessors or successors in interest.
6. This service agreement in no way constitutes a right, promise, or entitlement to appointment, continued employment, or noncompetitive conversion to the competitive service. Acceptance of this agreement does not alter the conditions or terms of my employment. Accordingly, this agreement will not preclude or limit the Department from effecting personnel actions as may be appropriate.
7. I will notify OARM in writing of any transfer to a new position or post, highlighting that I am an ASLRP recipient.

8. I will notify OARM and my component Human Resources office, in writing, of my intention to voluntarily separate, resign, or retire before completing the 3-year service obligation.

9. In the event I voluntarily leave the Department (including leaving to work for another Federal agency), or in the event I am involuntarily separated for misconduct or unacceptable performance before completing the agreed upon period of service, I will be indebted to the Federal government and must reimburse the Department for the full amount of any student loan repayment incentives received under this service agreement. (If I am an Honors Program attorney serving on a 14-month temporary appointment, I understand that I must reimburse the Department if I am not converted to permanent status (e.g., failure to pass the bar exam, failure of admission to a bar of any jurisdiction, found unsuitable subsequent to background investigation, etc.).

10. I understand that I remain responsible for making regular student loan payments. I understand that this responsibility is not abated by selection for participation in the ASLRP. I understand that the ASLRP Policy requires me to continue to make personal payments toward my qualifying student loans to remain eligible for the ASLRP in the future and that the ASLRP is a supplement to, not a substitute for my personal payments. I understand that the ASLRP payment should be applied in one lump sum to reduce the overall loan debt and not be used to advance regularly scheduled payments to a future due date, defer, or "pay forward" my regularly scheduled payments..

11. Loan repayments made by the Department of Justice pursuant to this agreement do not exempt me from responsibility and/or liability for the full amount of any loan taken out by me.

12. I am responsible for any income tax obligation resulting from the student loan repayments the Department makes on my behalf.

13. I understand that the Department will not award loan repayment benefits in excess of the \$60,000 lifetime maximum currently established by Department policy and statute.

14. During the period of this agreement is in effect, the Department and I may mutually agree to a modification, subject to the limitations of 5 C.F.R. § 537.106(c)(2), to provide additional student loan repayment benefits without the need for an entirely new service agreement. Such modifications include but are not limited to the possibility of payment increases, or the extension of benefits beyond the 3-year service obligation in exchange for a year by year extension of the service agreement.

15. Periods of leave without pay, or other periods during which I am not in a pay status do not count toward the completion of the required service period upon reemployment. The service completion date must be extended by the total time spent in non-pay status. However, absence because of uniformed service or compensable injury is considered creditable toward the required service period upon reemployment.

16. This agreement is null and void if I am not selected for ASLRP in the year I sign and date this agreement.

I, _____ agree to the terms of this Service Agreement.

PRINT or TYPE NAME

SIGNATURE

DATE

FOR OARM USE ONLY:

A. This individual was approved for ASLRP on _____, 2010 in the amount of \$ _____.

Effective date of service commitment is _____ through _____.

General

This information is provided pursuant to the Privacy Act of 1974 (P.L. 93-597).

Authority for Collection of Information

5 U.S.C § 5379

Purpose and Uses

The main purpose for collecting the information requested on this form is to establish the terms under which an individual receives a student loan repayment incentive under the Attorney Student Loan Repayment Program. The information collected will be used as a basis for payroll actions. Accordingly, disclosure of identifiable information, including your Social Security Number (SSN), may be made to the Internal Revenue Service for tax withholding purposes, the Department of Agriculture for payroll action, and to the Department of Labor for worker compensation claims. This information may also be used by the Department of Justice for other lawful purposes including recoupment, law enforcement and in the event of litigation. In addition, these records, or information therein, may also be used within the Department of Justice for study purposes, such as projection of staffing needs, and/or creation of non-identifiable statistical data for reports to other Federal agencies and Congress.

Information Regarding Disclosure of Your Social Security Account Number

Disclosure of the SSN is mandatory since it is the identifier used by the Internal Revenue Service and for the withholding of taxes from your salary. The use of the SSN is necessary because of the large number of present and former employees and applicants who have identical names and birth dates, and whose identities can be distinguished only by the SSN. It is used primarily to identify an employee's personnel, leave, and pay records and to relate one to the other. In this regard, it is also used by the Department of Justice to locate records in order to respond to lawful requests for information from former employers, educational institutions, and financial or other organizations. The information gathered through the use of the number will be used only as necessary in personnel administration processes carried out in accordance with established regulations and published notices of systems of records. The SSN also will be used for the selection of persons to be included in statistical studies of personnel management matters.

Effect of Non-disclosure

Your submission of this agreement is voluntary; however, if the agreement is submitted, omission of significant information requested would preclude continued processing of the agreement for you to receive an incentive benefit.