

ASLRP NEW REQUEST – FORM-FILLABLE VERSION
INSTRUCTIONS

Attorneys: Complete **Parts 1 and 2, the Service Agreement**, then submit electronically (with two attachments: (1) a scanned copy of your loan history, and (2) your Justification and Resume to your component HR Representative.

The loan history must:

- Show your personal payments to qualifying loans from January through December of the previous calendar year, not the 12 months preceding submission. ALSRP awards are calculated on a calendar year basis.
- Reflect any 2016 ALSRP payment(s), even if that loan has been paid in full (prior ALSRP participants only).

Naming Protocol:

- Name your scanned loan history documents “Last Name, First Name – Loan History”
- Name your Justification “Last Name, First Name – Justification & Resume”

Component HR Representative: Review Parts 1 and 2, then complete Part 3.

- Check to see if the packet is complete.
- Forward to the Executive Office (or equivalent) or authorized delegate for completion of **Part 4** (final validation).
- When complete, forward entire packet to OARM electronically (Attn: Rae Alston, rae.alston@usdoj.gov).
- Ensure attachments are included.
- Print and retain a copy for your records.

| PART 1: PERSONAL AND ELIGIBILITY INFORMATION | |
|--|--|
| 1. | Last: _____ First: _____ Middle: _____ Suffix: _____ Last Four SSN: <u>***-**-_____</u> |
| 2. | Component/District: _____ Work Telephone: _____ Email: _____ |
| 3. | Entry on duty date: _____ (Incoming hires can enter a tentative EOD.) |
| 4. | Type of Appointment <input type="checkbox"/> Permanent <input type="checkbox"/> Temporary, not to exceed 14 months, to be converted to permanent upon admission to the bar. <input type="checkbox"/> Time-Limited Current End date: _____ |

INCOMING ATTORNEYS ONLY:

Are you an incoming Honors Program attorney? Yes No

Are you currently in a permanent appointment with another Federal agency? Yes No
(Federal judicial law clerks are not considered permanent employees.)

CURRENT EMPLOYEES ONLY:

Were you previously selected for the ASLRP? Yes No

If yes, years received: _____.

End date of most recent ASLRP service obligation (mm/year) ____ / ____

If performing a current service obligation, did you incur any period of leave without pay or time not in a pay status since you last requested ASLRP?

No

Yes Dates: _____

If absence was due to uniformed service or compensable injury, check this box and attach orders/supporting documents to your loan history. (scanned file)

PART 2: LOAN AND ASLRP PAYMENT DISTRIBUTION INFORMATION

| | | |
|----|---|----------|
| 1. | Enter the number of qualifying federal student loans: | _____ |
| 2. | List your total Federal student loan indebtedness (estimated as of May 1, 2017) Do <u>not</u> include private student loan debt. | \$ _____ |
| 3. | Enter your personal loan payments to qualifying Federal student loans from January 1, 2016 – December 30, 2016. | \$ _____ |
| 4. | <p>Please check one of the boxes below and enter the appropriate information.</p> <p><input type="checkbox"/> I hold a general schedule appointment under the excepted Federal service. As of December 31, 2016, I held the grade GS: _____ Step: _____</p> <p><input type="checkbox"/> I am an Assistant U.S. Attorney paid under Title 28, USC. As of December 31, 2016, I held the grade of AD _____ My base salary as of December 31, 2016 (not including locality pay) was: \$ _____</p> | |
| 5. | If you graduated from law school in 2016, were your qualifying Federal student loan payments were tolled for part of the year? <input type="checkbox"/> No <input type="checkbox"/> Yes (Enter dates payments were tolled (mo/year): ____ / ____) | |
| 6. | List the source and amount of any other student loan repayment benefits you received in the previous calendar year (e.g., from a law school, from a prior federal employer, etc.) _____ | \$ _____ |
| 7. | <p>CURRENT LOAN INFORMATION/LOAN HISTORY:</p> <ul style="list-style-type: none"> • Attach <u>one</u> scanned “Loan History” consisting of a letters, statements, or Internet printout from <u>each lender</u> or loan servicing organization for <u>each loan</u> demonstrating that you continued to make personal , that the loan payments are current, that the loan is in good standing, and: <ul style="list-style-type: none"> ○ All your personal payments for the previous calendar year (January – December, <u>not</u> the 12 months preceding submission of this request); and ○ The distribution of any ASLRP payments issued on your behalf in the past 12 months (prior ASLRP recipients only). • Name your scanned loan history documents “Last Name, First Name – Loan History” • If you consolidated your loans with a spouse, you must segregate your qualifying loans and provide supporting documentation identifying the amount of your share of the consolidated loan. You must adequately explain your student loan information so that the amount of debt and the percentage of payment amounts that are attributable to your share of the consolidated debt can be easily understood. • Complete the table below for each of your qualifying Federal student loans. Ensure that you | |

- If you have more than two loans, use the loan information continuation page to add additional loans.
- The table must be completed for each **loan**, even if all loans are with the same **lender**.
- List loans in the order you wish the ASLRP payment to be issued. You may direct the payment to one loan, or split between multiple loans. Please note that your loan agreement may direct the internal distribution of payments – you must personally insure that ASLRP payments are applied only to qualifying federal student loans and not to private loans.

| | Loan 1 | Loan 2 |
|---|--------------------|--------------------|
| Amount owed: | \$ _____ | \$ _____ |
| Date corresponding to balance above: | _____ | _____ |
| Loan holder / Loan Servicing Organization: <i>Enter the loan holder's name, the address to which <u>payments</u> are sent, which may differ from the regular business address.</i> | | |
| Account Number / Loan Identification Number <i>Provide complete information DOJ should list on the payment issued to your loan holder.</i> | _____ | _____ |
| Your regular payment amount and frequency (e.g., monthly, quarterly, annually) | \$ _____ per _____ | \$ _____ per _____ |
| Amount you paid to this loan between January 1 and December 31, 2016. | \$ _____ | \$ _____ |
| Net amount of ASLRP payment applied to this loan in 2016. | \$ _____ | \$ _____ |
| Amount you will pay to this loan in 2017 | \$ _____ | \$ _____ |

8. Additional Information: Use this space to address any issues you need to raise to OARM's attention.

ATTORNEY CERTIFICATION:

Read the certification block carefully before signing and dating. If you do not understand the terms, review the ASLRP policy (<https://www.justice.gov/oarm/policy>) for clarification. If you need further assistance, contact OARM.

I certify that all the information I provided for ASLRP consideration is true and correct, including the data provided in my Justification, and that I am not in default on any qualifying Federal student loans, whether or not listed here. As part of this certification, I attest that:

- I have read and understand the Attorney Student Loan Repayment Program (ASLRP) policy.
- I understand that the ASLRP is an agency incentive program, not an entitlement, and is subject to availability of funds as determined solely in the discretion of the Department of Justice. If selected, there is no guarantee that I will receive payments beyond this fiscal year.
- I understand that ASLRP payments are issued directly to the loan holder, not to the attorney.
- I understand that ASLRP awards are subject to tax and withholdings, which are deducted before payment is issued to the loan holder.
- I am aware of the eligibility requirements, the “matching funds” provisions, and **the requirement to continue making personal payments** toward my qualifying Federal student loans while participating in the ASLRP.
- 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 **it is my responsibility to monitor my loan accounts and manage my personal payments** to ensure the loan holder does not stop taking automatic debits based on receipt of ASLRP, or shift my automatic payments to non-qualifying loans (which impacts on future renewal).
- I understand that the ASLRP is a supplement to, not a substitute for, my personal payments to qualifying Federal student loans.
- I understand that accepting ASLRP funds triggers a three-year service obligation to the Department of Justice and not to federal service in general.
- I understand that I am required to remain compliant with the ASLRP policy and that failure to do so may impact on payment eligibility.
- I acknowledge that period of leave without pay or other period in which I am not in a pay status (except absence due to uniformed service or compensable injury) do not count toward completion of my service obligation.
- I certify that I have not been the subject of any substantiated misconduct, performance, or disciplinary actions in the past 24 months. (Contact OARM for guidance if such actions are pending.)
- I understand that I may be subject to administrative or disciplinary action, including but not limited to termination of the repayment incentive payments, if I provide false information.

Digital Signature _____ Date: _____

SERVICE AGREEMENT

1. 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 to complete three (3) years of service with the Department of Justice.

Effective Date: The effective date of the service obligation is the date notification of selection is issued unless the attorney has a prior ASLRP service obligation with a later expiration date. In that case, a new three-year service obligation starts the day after the prior obligation expires. Sequential ASLRP service obligations are consecutive, not concurrent. For attorneys who are not yet a Department of Justice employee, the effective date of the service obligation will be the date of entry on duty with the Department.

Leave Without Pay: With the exception of absences due to uniformed service or compensable injury, periods of leave without pay, or other periods during which an ASLRP participant is not in a pay status do not count toward completion of the required service period. The service completion date must be extended by the total amount of time spent in non-pay status.

Leaving DOJ Prior To Completing Service Obligation: 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 at the pre-tax amount. 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.).

I agree to notify OARM and my component Human Resources office, in writing, at least 30 days in advance of my departure date if I voluntarily separate, resign, or retire before completing the 3-year service obligation or if I am involuntarily separated for misconduct or unacceptable performance.

2. My total Federal student loan debt (see 5 U.S.C. § 5379 for qualifying loans) is currently \$_____. I understand that by Department policy, only qualifying loans taken out by me and used to pay costs incurred by me for my education may be approved for ASLRP incentives. The amount of the student loan repayment I am requesting (may not exceed \$6,000 or the loan balance, if less) is: \$_____ I understand that if I am selected, then the maximum amount permitted by ASLRP policy will be approved. If the approved amount differs from that requested, my acceptance serves as a modification of this agreement.

3. If I am selected for the ALSRP, I agree to:

Monitor my student loan accounts to ensure my loan holder credits my ASLRP payment in a timely manner (not later than early December); distributes the ASLRP payment only to qualifying federally-insured/guaranteed loans; continues to make direct my personal payments to my qualifying federal student; and does not suspend automatic upon receipt of the ASLRP payment.

Continue to make personal payments while participating in the ASLRP and to take other actions, as necessary, to remain in compliance with the ASLRP policy. The ASLRP Policy requires me to continue to make personal payments toward my qualifying student loans. I understand that this responsibility is not

abated by selection for participation in the ASLRP I understand that the **ASLRP is a supplement to, not a substitute for, my personal payments, and is intended to reduce my overall student loan debt.** I will not allow my loan holder to substitute the ASLRP payment for my personal payments or to advance my regularly scheduled payments to a future date (e.g., “pay ahead.”) and suspend my personal payments. If I have authorized my loan holder to automatically deduct payments from a bank account, I will ensure that, after my ASLRP payment is credited, the lender continues to deduct payments and continues to apply them toward my qualifying federal loans (e.g., does not stop taking payments or does not continue to take payments but redirect them to non-qualifying loans).

4. **Taxes and Withholdings.** ASLRP awards are subject to applicable taxes and withholdings, which are deducted prior to distribution to the loan holder and are included in the annual W-2 provided by the Department.

5. **Payment Information.**

- By law, ASLRP payments are issued directly to the loan holder, not to the individual attorney. The Department issues payments in one lump sum annually. Payment is reflected on the Earning and Leave Statement for the pay period in which it is issued. If I erroneously receive the payment directly, I will take immediate corrective action to repay the funds and have them correctly issued.
- Payment transactions for current DOJ attorneys should be made by pay period 17. Payments for incoming hires will be made after entry on duty. Recipients must monitor their Earning and Leave Statement and follow up with the servicing Human Resources office to ensure payment is issued.
- Any necessary follow-up or corrective action must be completed prior to the end of December because the Department complies with statutory limits on the amount that can be awarded each calendar year. Late payment (after December 31st) can negatively impact the amount of future awards. Questions concerning payment status must be directed to the servicing Human Resources office.
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6. **Future Payments.** I understand that, if selected, I am eligible to receive ASLRP payments for the second and third year of my service obligation, provided I remain eligible and in compliance with the ASLRP policy, subject to availability of funds. I understand that renewal is not automatic – I must submit an annual renewal request, generally due the end of March. Annual deadlines will be posted on the OARM webpage under the ALSRP link (www.justice.gov/oarm).

7. **Matching Funds Policy.** I am aware that if my base salary as of December 31st of the prior calendar year meets or exceeds the “matching funds” threshold, then Department policy provides for a payment matching what I paid toward qualifying federal loans in the preceding calendar year (January through December), not to exceed \$6000.00.

8. **Consent to Disclosure.** I authorize the Department or designated employees or agents of the Department to verify the status, payment history, and outstanding balance of each of my loans, and to discuss the terms with the lender or note holder, or predecessors or successors in interest.

9. 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.

10. 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.

11. **Tax Obligation.** I am responsible for any income tax obligation resulting from the student loan repayments the Department makes on my behalf. Taxes and withholdings are applied before payment is issued to the loan holder.

12. **Lifetime Maximum:** I understand that the Department will not award student loan repayment benefits in excess of the \$60,000 lifetime maximum currently established by Department policy and statute. I will report all loan repayments issued by the Department on my behalf when requesting ASLRP funds.

13. 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.

14. 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

Digital Signature _____ Date: _____

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 benefit under the Attorney Student Loan Repayment Program. The information collected will be used as a basis for payroll actions and to identify and validate qualifying Federal student loans. Disclosure of identifiable information, including the truncated 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, and to lending or educational institutions to identify and validate qualifying Federal student loans. This information may also be used by the Department of Justice for other lawful purposes including 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 truncated SSN is mandatory since it is the identifier used by the DOJ Office of the Inspector General and Office of Professional Responsibility when reviewing candidates for awards. The use of the truncated 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. It also may be used by the Department of Justice to identify and validate qualifying Federal student loans. 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.

Effect of Non-Disclosure

Provision of this information is voluntary; however, failure to do so may result in non-selection or preclude issuance of payment.

STATISTICAL DATA ON RACE, ETHNICITY, NATIONAL ORIGIN, AND GENDER

- Provision of this information is voluntary. Completion or non-completion of this section has no impact on your request.
- This information is collected for statistical purposes only. The provisions of 5 CFR § 537.105(d) require the Department to adhere to merit systems principles. This information is not provided to the Program Administration Panel for consideration and is not considered when selecting ASLRP recipients.

Gender: Male Female

Ethnicity:

- Hispanic or Latino – a person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.
- Not Hispanic or Latino

Race (check all that apply):

- American Indian or Alaska native – a person having origins in any of the original peoples of North or South American (including Central America), and who maintains tribal affiliation or community attachment.
- Asian – a person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent, including, e.g., Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, or Vietnam.
- Black or African American – a person having origins in any of the black racial groups of Africa.
- Native Hawaiian or Other Pacific Islander – a person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
- White – a person having origins in any of the original peoples of Europe, the Middle East, or North Africa.

PART 3: COMPONENT VERIFICATION by HR Representative

Component HR Representative:

- Review the submission and respond to all areas highlighted for your action.
- Check to see if the packet is complete.
- Forward to the Executive Office (or equivalent) or authorized delegate for final validation, then to OARM (Attn: Rae Alston, Rae.Alston@usdoj.gov)
- Print and retain a copy for your records.

1. Confirm applicants EOD Date: _____

Type of appointment

- Permanent
- Temporary, not to exceed 14 months, to be converted to permanent upon admission to the bar.
- Time-Limited Current End date: _____

Base Salary: _____

2. Was the attorney the subject of any performance or disciplinary actions in the past 24 months?

- No Yes If yes, then provide details

3. Has the attorney engaged in substantiated misconduct in the past 24 months?

- No Yes If yes, then provide details

4. Does the attorney list at least \$10,000 in qualifying federal student loan debt in Part 2, para. 2 (not applicable to prior ASLRP recipients re-competing for continuation of benefits).

- Yes *Continue to process request.*
- No *Attorney is not eligible – notify attorney and do not forward to OARM.*

5. Was the attorney’s last performance evaluation at least at the Fully Successful level under Part 430 of Title 5, CFR, or a similar level of performance under another applicable performance management system?

- Yes *Continue to process request.*
- No *Attorney is not eligible – notify attorney and do not forward to OARM.*

6. Is the attorney a prior ASLRP recipient? No Yes. If yes:

List the expiration date of the attorney’s most recent service obligation (mm/yyyy) ____ / ____

If the attorney is currently in an ASLRP service obligation, list all periods of leave without pay status or any other non-pay status during the past year: _____

- If any periods in a non-pay status were attributable to uniformed service or compensable injury, ensure attorney submitted orders or documentation.

7. Review the Justification, Item 4 (Basis for a Determination of Recruitment or Retention Difficulty). If the attorney is a current DOJ employee, does Item 4 address the extent to which the attorney’s departure would affect the Department’s ability to carry out an activity or perform a mission-essential function and the likelihood of leaving the Department for employment outside the Federal service if not selected for participation?

(Applies only to current DOJ attorneys, not incoming hires)

- Yes *Continue to process request.*
- No *Stop processing – return to attorney for correction and resubmission. No exceptions to the OARM receipt deadline are authorized based on corrective action..*

HR Representative’s Name: _____ Email: _____

Position Title: _____ Telephone: _____

HR Representative Digital Signature: _____ Date: _____

PART 4: COMPONENT VALIDATION:

In this part of the review, components recommend the points to be awarded to the attorney in two key areas of the Justification he or she submitted for review by the ASLRP Panel. Each Justification consists of five parts:

1. Education
2. High or Unique Qualifications Relevant to DOJ or Special Need of the Department
3. Demonstrated Potential Based on Objective Accomplishments
4. Basis for a Determination of Recruitment/Retention Difficulty
5. Short Essay

1. Please review Item 2 “High or Unique Qualifications Relevant to DOJ Duties – or –Special Need of the Department of the attorney’s Justification.

This portion of the Justification must reasonably establish “High or Unique Qualifications Relevant to DOJ Duties or Special Need of the Department. Please note that an attorney’s justification may or may not rely on your Component’s qualifications or criteria in Appendix A; however, if it does, and you do not find that the criteria are met, it is inconsistent to recommend a high score unless you find the attorney otherwise met his or her burden of persuasion.

If the attorney based all or part of Item 2 on specific component-identified qualifications or criteria listed in Appendix A for 2017, do you agree that he/she met the requirement? (Check N/A if the component did not list qualifications/criteria in Appendix A or if the attorney submitted a justification that was not based on the component’s criteria.)

- Yes
- No
- N/A

Areas of interest for Item 2 may include component-identified qualifications or criteria, as posted in Appendix A, ASLRP policy, judicial clerkship (if relevant to current duties); other knowledge, skills, experience, education, prior employment or training that contributes to effectiveness as a DOJ attorney; and the manner in which the attorney contributes to accomplishment of one or more of DOJ’s Strategic Goals.

Please recommend a numeric score (from 1 to 40) for Item 2.. The maximum score is 40. _____

2. Please review Item 3 “Demonstrated Potential Based on Objective Accomplishments, and recommend a numeric score (from 1 to 10). The maximum score is 10. _____

Item 3 focuses on overall potential as demonstrated by performance, activities, and accomplishments within the past year. Incoming attorneys may base their response on current employment or law school activities. Areas of interest include performance evaluations, ability to train or mentor others, pro bono or other volunteer or public service activities, other service to the Department or component, and demonstrated leadership.

- I certify that the attorney’s last performance evaluation was at least at the Fully Successful level under Part 430 of Title 5, CFR, or a similar level of performance under another applicable performance management system; or that the attorney has been with the Department less than one year and has not qualified for an evaluation.
- I certify that the attorney meets the requirements to receive ASLRP (OARM will validate loan data).

Component/District: _____

Name: _____ Date: _____ Digital Signature: _____

(Must be signed by the Executive Office or equivalent, or designate)