



**2010 CIVIL LEGAL ASSISTANCE ATTORNEY STUDENT LOAN REPAYMENT PROGRAM
APPLICATION TO PARTICIPATE AND SERVICE AGREEMENT**

**Federal Perkins Loan Program / Federal Family Education Loan Program /
William D. Ford Federal Direct Loan Program**

OMB No. 1845-0104
Form Approved
Exp. Date 11/30/2010

WARNING: Any person who knowingly makes a false statement or misrepresentation on this form or on any accompanying documents shall be subject to penalties that may include fines, imprisonment, or both, under the U.S. Criminal Code and 20 U.S.C. 1097.

CLAA

Before completing this form, carefully read the entire form, including the information on pages 2 & 3. Type or print using dark ink. Show dates as MM-DD-YYYY (for example, show "January 1, 2010" as "01-01-2010"). Keep a copy of this form and any documentation that you send with this form for your records. Return the completed form to the address shown in Section 7.

SECTION 1: BORROWER'S IDENTIFICATION			<i>Please print the following information.</i>
Last Name	First Name	Middle Initial	Social Security Number
Street Address			Area Code/Telephone Number (home) ()
City	State	Zip Code	Area Code/Telephone Number (other) ()

SECTION 2: BORROWER'S CERTIFICATION OF ELIGIBILITY TO PARTICIPATE AND SERVICE AGREEMENT
The borrower must sign this section.

I certify that I:

- Have an eligible loan as defined in Section 5;
- Am not in default on any loan for which I am seeking repayment;
- Am currently employed as a civil legal assistance attorney on a full-time basis as defined in Section 5; and
- Am currently licensed to practice law and have been continually licensed to practice law since I began employment as a civil legal assistance attorney.

I understand and agree to the terms and conditions of the Civil Legal Assistance Attorney Student Loan Repayment Program Service Agreement as outlined in Section 4 and will provide documentation of qualifying employment as required by the U.S. Department of Education (the Department). I agree to repay any student loan repayment benefit that has been applied to my loan accounts if I fail to meet the terms and conditions described in Section 4. The information that I have provided on this form is true and correct. I understand that I am not eligible to receive benefits for the same service under both this program and the Loan Forgiveness for Service in Areas of National Need Program under section 428K of the Higher Education Act of 1965, as amended (HEA), 20 U.S.C. 1078-11 or the Public Service Loan Forgiveness Program under section 455(m) of the HEA, 20 U.S.C. 1087e (m).

Borrower's Signature

Date

SECTION 3: GENERAL INFORMATION FOR THE CIVIL LEGAL ASSISTANCE ATTORNEY STUDENT LOAN REPAYMENT PROGRAM

- The Civil Legal Assistance Attorney Student Loan Repayment Program provides benefits to borrowers on a first-come, first-served basis. Loan repayment commitments are limited to the amount appropriated for the program for a given fiscal year by Congress and are only available to eligible applicants until those funds are fully committed. A loan repayment commitment to a borrower in one fiscal year does not guarantee a commitment for the remainder of the years covered by the borrower's Service Agreement or in future years. The Department cannot provide any benefits to a borrower for a year for which Congress does not appropriate funds.
- A borrower employed on a full-time basis as a civil legal assistance attorney who meets all of the criteria for student loan repayment, under the borrower's Service Agreement with the Department, may receive repayment of up to \$6,000 of the outstanding balance of the borrower's eligible student loans for each year of completed service, subject to the availability of funds for the fiscal year, under one or more Service Agreements, up to a total amount of \$40,000 per borrower.
- The Department does not reimburse a borrower for any payments on a loan made by the borrower prior to the date the Department entered into the Service Agreement with the borrower.

SECTION 4: TERMS AND CONDITIONS OF THE SERVICE AGREEMENT

To be eligible to receive and retain payment benefits under the Civil Legal Assistance Attorney Student Loan Repayment Program, I agree to the following terms of service:

- I am and will remain employed as a civil legal assistance attorney on a full-time basis for a period of not less than three years, beginning on a date identified by the Department that will be on or after the date my Service Agreement with the Department is signed;
- I understand that to retain the loan repayment benefits I must remain employed as a civil legal assistance attorney for the entire three-year service period described above, regardless of whether I receive funding for additional years of service.
- I will submit to the Department a certification of annual employment, on the approved form, within 90 days after the end of each year of qualifying employment;
- If I am involuntarily separated from qualifying employment due to misconduct or voluntarily leave employment before the end of the three year service period specified in the Service Agreement I signed with the Department, I will notify the Department and repay the Department the amount of any benefit I receive under the Service Agreement I signed with the Department;
- If I am required to repay an amount to the Department and fail to do so, I understand that the amount will be collected by the Federal Government as a Federal debt using all the methods provided for by law for recovery of amounts owed to the Federal Government;
- I understand that on a case-by-case basis, the Department may waive, in whole or in part, the right to recover an amount owed under this program if, in the Department's judgment, such recovery would be contrary to the public interest; and
- I understand that the Department will make student loan payments on my behalf for the period of the Service Agreement, subject to the availability of annual appropriations.
- Upon completion of the required period of service, the Department and I may enter into an additional agreement under which I agree to continue to provide qualifying legal assistance services as described on this form and the Department will make additional loan repayments on my behalf. The additional agreement may require a period of employment as a civil legal assistance attorney for a period of less than three years.
- Upon receipt of my complete Annual Employer Certification, I understand that the Department will send any approved repayment amount first to the holder of my highest outstanding unsubsidized loan, and if I have no outstanding unsubsidized loan, to the holder of my highest outstanding subsidized loan.

SECTION 5: DEFINITIONS

- **Civil legal assistance attorney** means an attorney who is a full-time employee of –
 - (A) A nonprofit organization that provides legal assistance with respect to civil matters to low-income individuals without a fee, or
 - (B) A protection and advocacy system or client assistance program that provides legal assistance to clients with respect to civil matters and receives funding under-
 - (1) Subtitle C of title I of the Developmental Disabilities Assistance and Bill of Rights Act of 2000 (42 U.S.C. 15041 *et seq.*);
 - (2) Section 112 or section 509 of the Rehabilitation Act of 1973 (29 U.S.C. 732, 794e);
 - (3) Part A of title I of the Protection and Advocacy for Individuals with Mental Illness Act (42 U.S.C. 10801 *et seq.*);
 - (4) Section 5 of the Assistive Technology Act of 1998 (29 U.S.C. 3004);
 - (5) Section 1150 of the Social Security Act (42 U.S.C. 1320b-21);
 - (6) Section 1253 of the Public Health Service Act (42 U.S.C. 300d-53); or
 - (7) Section 291 of the Help America Vote Act of 2002 (42 U.S.C. 15461).
- **Eligible student loan** is a loan made under the Federal Perkins Loan (Perkins Loan) Program, the Federal Family Education Loan (FFEL) Program, or the William D. Ford Federal Direct Loan (Direct Loan) Program, excluding PLUS loans made under the FFEL and Direct Loan programs to parents of dependent undergraduate students and Federal Consolidation Loans and Direct Consolidation Loans that repaid a parent PLUS loan.
 - The **Perkins Loan Program** includes Federal Perkins Loans. The Perkins Loan Program was previously named the National Direct Student Loan (NDSL) Program, which was a continuation of the National Defense Loan (Defense Loan) Program.
 - The **FFEL Program** includes Federal Stafford Loans (both subsidized and unsubsidized), Federal PLUS Loans, Federal Consolidation Loans, and Federal Supplemental Loans for Students (SLS).
 - The **Direct Loan Program** includes Federal Direct Stafford/Ford (Direct Subsidized) Loans, Federal Direct Unsubsidized Stafford/Ford (Direct Unsubsidized) Loans, Federal Direct PLUS (Direct PLUS) Loans, and Federal Direct Consolidation (Direct Consolidation) Loans.
- **Employee** means an individual who, under Federal tax law, is considered an employee of the non-profit organization, protection and advocacy system, or client assistance program.
- **Full-time employment** means (A) working in qualifying employment in one or more jobs for the greater of –
 - (1) An annual average of at least 30 hours per week, or
 - (2) Unless the qualifying employment is with two or more employers, the number of hours the employer considers full-time.(B) Vacation or leave time provided by the employer or leave taken for a condition that is a qualifying reason under the Family and Medical Leave Act of 1993, 29 U.S.C. 2612(a)(1) and (3) is not considered in determining the average hours worked on an annual basis.
- **Involuntary separation due to misconduct** means termination from employment that results in the borrower not being eligible to receive unemployment benefits under applicable state law.
- **Non-profit organization** means an organization under section 501(c)(3) of the Internal Revenue Code that is exempt from taxation under section 501(a) of the Internal Revenue Code.
- **Year** means a consecutive 12-month period that begins on a date identified by the Department that is on or after the date of the signed written Service Agreement between the borrower and the Department.

SECTION 6: IMPORTANT NOTICES

Privacy Act Notice. The Privacy Act of 1974 (5 U.S.C. 552a) requires that the following notice be provided to you:

The authorities for collecting the requested information from and about you are §421 *et seq.*, §451 *et seq.*, and/or §461 *et seq.* of the Higher Education Act of 1965, as amended (the HEA) (20 U.S.C. 1071 *et seq.*, 20 U.S.C. 1087a *et seq.*, and/or 20 U.S.C. 1087aa *et seq.*), and the authorities for collecting and using your Social Security Number (SSN) are §§428B(f) and 484(a)(4) of the HEA (20 U.S.C. 1078-2(f) and 1091(a)(4)) and §31001(i)(1) of the Debt Collection Improvement Act of 1996 (31 U.S.C. 7701(c)). Participating in the Federal Family Education Loan (FFEL) Program, the William D. Ford Federal Direct Loan (Direct Loan) Program, and/or the Federal Perkins Loan (Perkins Loan) Program and giving us your SSN are voluntary, but you must provide the requested information, including your SSN, to participate.

The principal purposes for collecting the information on this form, including your SSN, are to verify your identity, to determine your eligibility to receive a loan or a benefit on a loan (such as a deferment, forbearance, discharge, or forgiveness) under the FFEL Program, Direct Loan Program, and/or Perkins Program, to permit the servicing of your loan(s), and, if it becomes necessary, to locate you and to collect and report on your loan(s) if your loan(s) become delinquent or in default. We also use your SSN as an account identifier and to permit you to access your account information electronically.

The information in your file may be disclosed, on a case-by-case basis or under a computer matching program, to third parties as authorized under routine uses in the appropriate systems of records notices. The routine uses of this information include, but are not limited to, its disclosure to federal, state, or local agencies, to private parties such as relatives, present and former employers, business and personal associates, to consumer reporting agencies, to financial and educational institutions, and to guaranty agencies in order to verify your identity, to determine your eligibility to receive a loan or a benefit on a loan, to permit the servicing or collection of your loan(s), to enforce the terms of the loan(s), to investigate possible fraud and to verify compliance with federal student financial aid program regulations, or to locate you if you become delinquent in your loan payments or if you default. To provide default rate calculations, disclosures may be made to guaranty agencies, to financial and educational institutions, or to state agencies. To provide financial aid history information, disclosures may be made to educational institutions. To assist program administrators with tracking refunds and cancellations, disclosures may be made to guaranty agencies, to financial and educational institutions, or to federal or state agencies. To provide a standardized method for educational institutions to efficiently submit student enrollment status, disclosures may be made to guaranty agencies or to financial and educational institutions. To counsel you in repayment efforts, disclosures may be made to guaranty agencies, to financial and educational institutions, or to federal, state, or local agencies.

In the event of litigation, we may send records to the Department of Justice, a court, adjudicative body, counsel, party, or witness if the disclosure is relevant and necessary to the litigation. If this information, either alone or with other information, indicates a potential violation of law, we may send it to the appropriate authority for action. We may send information to members of Congress if you ask them to help you with federal student aid questions. In circumstances involving employment complaints, grievances, or disciplinary actions, we may disclose relevant records to adjudicate or investigate the issues. If provided for by a collective bargaining agreement, we may disclose records to a labor organization recognized under 5 U.S.C. Chapter 71. Disclosures may be made to our contractors for the purpose of performing any programmatic function that requires disclosure of records. Before making any such disclosure, we will require the contractor to maintain Privacy Act safeguards. Disclosures may also be made to qualified researchers under Privacy Act safeguards.

Paperwork Reduction Notice: According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a currently valid OMB control number. The valid OMB control number for this information collection is 1845-0104. The time required to complete this information collection is estimated to average 0.17 hours (10 minutes) per response, including the time to review instructions, search existing data resources, gather and maintain the data needed and complete and review the information collection. ***If you have any comments concerning the accuracy of the time estimate(s) or suggestions for improving this form, please write to:*** U.S. Department of Education, Washington, DC 20202-4651.

If you have any comments or concerns regarding the status of your individual submission of this form, write directly to the address shown below.

SECTION 7: WHERE TO SEND THE COMPLETED APPLICATION TO PARTICIPATE AND SERVICE AGREEMENT

Return the completed Application to Participate and Service Agreement to:

U.S. Department of Education
Civil Legal Assistance Attorney Student Loan Repayment Program
PO Box 4399
Utica, NY 13504

If you need assistance with this form, call:

1-877-699-1834