

NEBRASKA COMMISSION ON PUBLIC ADVOCACY
LEGAL EDUCATION FOR PUBLIC SERVICE AND RURAL PRACTICE
LOAN REPAYMENT ASSISTANCE PROGRAM

2015 Application Packet

Applications Are Due in the office of the
Nebraska Commission on Public Advocacy on
November 10, 2014, by 5:00 p.m. CST

No Exceptions

Please read the attached information thoroughly. If you have questions, contact:

Rita J. Wesely
Nebraska Commission on Public Advocacy
140 No. 8th St., Suite 270
P. O. Box 98932
Lincoln, NE 68509-8932
(402) 471-8088
Email: rwesely@ncpa.ne.gov

In accordance with the Americans with Disabilities Act, the State would like to provide reasonable accommodation with respect to a payment application to persons with disabilities. If you need a reasonable accommodation, please contact the name/address listed above.

Program Application Checklist

Have you included and assembled your application in the following order:

- Participant Information Form
- Program Narrative-Optional
- National Student Loan Data System (NSLDS) Documents (www.nsls.ed.gov)
- Certified Assurances
- United States Citizenship Attestation Form
- Service Agreement (Appendix A)
- Proof of Employment Form - For Employment by an Organization (Appendix B)
- Proof of Employment Form - For Self-Employment (Appendix C)
- Program Change of Information Form (Appendix D)(if necessary)

PROGRAM GUIDELINES

INTRODUCTION

The Nebraska Legislature revised Neb. Rev. Stat. §§ 7-201 to 209 to fund The Legal Education for Public Service and Rural Practice Loan Repayment Assistance Program (“Program”) to provide educational loan repayment assistance to attorneys who qualify for such repayments.

The purpose of the Program is to strengthen legal assistance for low-income persons by supporting the recruitment and retention of qualified attorneys 1) who are employed by tax-exempt charitable organizations performing such assistance, 2) may have skills in languages other than English, and/or 3) are employed in legal profession shortage areas in Nebraska.

The Nebraska Commission on Public Advocacy (“Commission”) has been designated to oversee the management of this Program and distribute such funds.

The Legal Education for Public Service and Rural Practice Loan Repayment Board (“Board”) Discretion and Guidance. The Board will meet at least annually to review applications for loan repayment assistance from qualified attorneys and make recommendations to the Commission for such assistance. The establishment, implementation or continuation of the Program is ultimately within the discretion of the Commission. The commencement date of this Program and the start of payments to qualified attorneys will be determined by the Board based on the availability of funds from the Program. The establishment and operation of this Program does not constitute an offer, promise or contract with any qualified attorney.

ELIGIBLE PARTICIPANTS

a. Employment: A Participant must be employed as an attorney by either a tax-exempt charitable nonprofit organization that is domiciled in Nebraska whose primary duties are public service or as a full-time attorney primarily serving in a designated legal profession shortage area. A Participant must be employed by or have accepted employment with such entity.

A Participant must be employed full-time, which is defined as not less than 75 percent of a 40-hour work week for purposes of this Program.

b. Qualification: A Participant is eligible to be considered for Program assistance if he or she:

1. is a licensed attorney or becomes licensed within twelve months of becoming a Program Participant;
2. is a U.S. citizen or an eligible non-citizen;
3. has an outstanding balance due on an eligible educational loan;
4. is not in default on a federally-guaranteed education loan;
5. submits a timely Program application and supporting documentation of eligible loans; and
6. meet all other criteria for loan eligibility, application, payment, and/or repayment assistance identified by the Commission to carry out the purposes of the Program.

c. Financial: The Program has no financial eligibility requirements. However, a Participant's salary and amount of debt are factors that will be taken into consideration when determining whether and how much assistance will be provided.

d. Other Program assistance: The Commission may use the Participant's receipt of assistance from other loan repayment assistance programs as a factor in the amount of assistance that will be given by the Program. All Participants are encouraged to apply to other loan repayment assistance programs as well as this one. To aid graduates in this process, attached to these Program Guidelines is a listing of other LRAP currently offering assistance. This list is subject to change without notice. Every Participant must research these programs on his or her own and cannot place any reliance on the list attached here.

LOAN ELIGIBILITY

Undergraduate and graduate loans received toward a juris doctor degree, as well as law school loans, made, insured or guaranteed by a government unit or under a program funded in whole or in part by a governmental unit or nonprofit institution which were provided for the education of the Participant, are eligible for repayment. The term "qualifying loan" is understood to have the same meaning as "student loan" defined as follows:

- (1) A loan made, insured, or guaranteed under part B of subchapter IV of chapter 28 of Title 20.
- (2) A loan made under part C or D of subchapter IV of chapter 28 of Title 20.
- (3) A loan made under section 1078-3 or 1087e(g) of Title 20.

Family, personal and credit card loans are excluded. Loans for other than educational purposes are also excluded. Further, the term "qualifying loan" is expressly understood not to include any of the following loans:

- (1) A loan made to the parents of a dependent student under section 1078-2 of Title 20.
- (2) A Federal Direct PLUS Loan made to the parents of a dependent student.
- (3) A loan made under section 1078-3 or 1087e(g) of Title 20 to the extent that such loan was used to repay a loan described in sub. (1) or (2) above.

SERVICE AGREEMENT

As a condition precedent to the assistance of any loan obligation under this Program, all eligible Participants must sign a Service Agreement (Appendix A). That Agreement specifies that in order to qualify Participant must be employed as an attorney by a tax-exempt charitable nonprofit organization domiciled in Nebraska whose primary duties are in the public service sector, or a full-time attorney primarily serving in a designated legal profession shortage area. The Agreement also states that Participant must remain employed, in either area of law, for a period of service of not less than three years (36 months) unless involuntarily separated from employment. The period of service begins with the effective award date. If the Participant voluntarily leaves his/her position before three years, any money awarded to Participant must be repaid to the Commission. Once the Participant has satisfied the three year requirement, and applies for additional loan repayment assistance, then the Participant must complete an additional full year of employment from the award date.

A designated legal shortage area is defined as “ a rural area located within any county in Nebraska having a population of less than fifteen thousand inhabitants and not included within a metropolitan statistical area as defined by the United States Department of Commerce, Bureau of Census, and determined by the board to be under-served by available legal representation.” Neb. Rev. Stat. § 7-203.

A Participant receiving funds may change employment within the designated three years but must remain employed as described above to continue receiving benefits and to satisfy the service agreement. The Participant will be allowed a reasonable break in service when changing employers, not to exceed 30 days. A break in service exceeding 30 days will be subject to review by the Commission and may result in the termination of contract. Periods of leave without pay, or other periods in which the Participant is not in pay status, do not count toward the completion of the required service period upon re-employment. The period of service completion date must be extended by the total time spent in non-pay status.

Absence due to uniformed service in a recognized branch of the United States military, authorized maternity/paternity, FMLA, or compensable injury is considered credible evidence (pending approval of the Commission) of the required service period upon re-employment. In the event a Participant voluntarily leaves a position as an eligible Participant for which he/she was eligible to receive Program funds, or in the event of involuntary separation for misconduct or unacceptable performance before completing the agreed upon period of service, the Participant will be indebted to state government and must reimburse the

Commission for the full amount of any student loan assistance made under this Program. The return of funds will not be determined on a pro-rata calculation. For purposes of this Program, involuntary separation could result from layoff, loss of election, or similar nature. Termination as a result of misconduct or unacceptable performance would not qualify as involuntary separation.

CONTRACT PERIOD

The Program award year is January 1 to December 31, 2015. The maximum annual loan amount that may be awarded to each approved Participant shall be determined annually, but cannot exceed \$6,000 per year, unless and until the Commission adjusts this amount as recommended by the Board, or an aggregate total of \$42,000 in the case of any Participant. The Commission may adjust the maximum loan amount annually to account for inflation and/or other relevant factors.

Once approved for loan assistance, there is a rebuttable presumption that a Participant will be given priority consideration to receive funding during the second and third years of the three-year service agreement, depending on the availability of funds. **Renewal is not automatic and nothing shall obligate the Commission to renew assistance in the same (or greater) amount previously received by a Participant.**

PAYMENT INFORMATION

The Program assistance is provided in the form of loan repayment assistance. To receive loan repayment assistance, a Participant shall: 1) complete a year of employment with a qualified employer or as a full time attorney serving a designated legal profession shortage area; and 2) make educational debt payments (interest and/or principal) as promised to the lender during the award year. Funds awarded under the Program are a supplement to, not a substitute for, personal student loan obligations. That is, the purpose of this Program is to reduce the principal balance, or interest owed, on existing student loans. It is not to provide money to make monthly payments. Participants remain responsible for making regular student loan payments with your own personal funds and must continue to make personal payments toward their qualifying loan to remain eligible for this Program in the future.

Payments made on behalf of approved Participants cannot exceed the total qualifying loan balance. The Participant remains responsible for any remaining payments or balances. The Commission will not be held responsible for any late fees assessed by the lending institution. Therefore, the Participant will be responsible to ensure his/her monthly payment is paid in full and in a timely manner, especially if the payment is due on or before the Commission issues the payment.

The maximum total life-time amount a Participant may receive under the Program shall be determined by the Commission based on funds available.

REPORTING REQUIREMENT

Participants receiving Program funds will be required to submit the following documentation by the 15th of the month following the end of each quarter during the year and to verify qualifying employment to satisfy Year 1 of the service agreement:

Monthly Statement Due (either a copy of the statement mailed each month from the lending institution or a screen printout of an account that may have been set up online) or copies of checks written. The Statement Due should show the name of the lending institution, name of Participant, balance of loan, payment due, payment due date, and remittance address, at a minimum.

Regardless of the start date, the above documentation is due for normal quarters listed below:

January-March
April-June

July-September
October-December.

Failure to submit proper documentation by instructed due dates may result in termination of service agreement and future funding.

APPLICATION PROCEDURES

Participants must complete the required documentation and submit to the Commission such documentation and a non-refundable fee of \$25.00 by the deadline for consideration. All information submitted in the application is confidential. Decisions about eligibility and the amount of assistance will be made by the Commission.

Participants must re-apply and be approved each year.

LOAN DISTRIBUTION AND VERIFICATION OF ELIGIBILITY

Assistance will be disbursed to a Participant in one check annually. The check will be disbursed at the beginning of the Program year, to the Participant. As soon as possible, the Participant shall apply the full amount of the award received to his/her education loan debt and shall send proof of such payment to the Commission, no later than 60 days from receipt of the award check.

The Participant shall verify eligible employment semi-annually and report to the Commission immediately any changes in employment status or debt eligibility.

ADMINISTRATION

The Commission shall administer the Program and is authorized to amend this Program at any time provided the original intent and purpose of the Program is retained. The Commission shall have the discretion to determine:

- a. Those attorneys who qualify for the Program;
- b. The amount of eligible loan assistance (award);
- c. The priority by which awards are made to eligible Participants;
- d. Those loans that qualify for assistance;
- e. The adequacy of the documentation submitted to be eligible for a loan payment;
- f. The method of payment; and
- g. Circumstances allowing disqualification or reinstatement of any Participant in the Program.

LIMITED FUNDS

In the event there are insufficient funds in the Legal Education for Public Service and Rural Practice Loan Repayment Fund to fund all of the qualified attorneys applying, the available funds will be distributed by priorities determined by the Commission, after conferring with the Board.

INCOME TAX LIABILITY

The Participant is responsible for any income tax obligation resulting from the student loan assistance made under this Program. The State of Nebraska will issue an Internal Revenue Services (IRS) 1099-MISC form to each Participant of funds and will file the 1099-MISC form to the IRS. The 1099-MISC form is used to report miscellaneous income that does not fall in the category of salary, wages, or tips.

PROGRAM FUNDING

Continued operation and funding allocations of this Program are contingent on available funding from the Act. If the Commission has insufficient funds which prevent it from being able to fund the three years of service, and the Participant has complied with all of the conditions of the award, then the Participant will not be required to pay back the full amount of student loan assistance, and will no longer be bound by the conditions of the award.

CONTACT INFORMATION

Inquiries about the Program should be directed to:

Name	Title	Telephone Number	E-mail Address
Rita J. Wesely	Admin Asst/Fiscal Officer	(402) 471-8088	rwesely@ncpa.ne.gov

Nebraska Commission on Public Advocacy
140 No. 8th St., Suite 270
P. O. Box 98932
Lincoln, NE 68509-8932
(402) 471-7774
rwesely@ncpa.ne.gov

Regional LRAP and Federal Programs

- **Iowa**

- John R. Justice Student Repayment Program

- <https://www.iowacollegeaid.gov/content/john-r-justice-student-loan-repayment-program>

- This program is for people who are public prosecutors or defenders that agree to remain as such for three (3) years. To be eligible the student must have outstanding eligible student loans from the federal government, be licensed to practice in Iowa, must be employed full-time which is considered 30 hours (75% of 40 hours). To be eligible the employee must have been in the position on or before January 1, 2013, for the September 30, 2014, deadline.

- Iowa State Bar Association Loan Repayment Assistance Program

- http://c.ymcdn.com/sites/www.iowabar.org/resource/resmgr/forms/lrap_q_a_2014.pdf

- f

- This program is for law school graduates that choose to work in and retain employment in public interest. There are five (5) eligibility requirements. The graduate must 1) be licensed to practice in Iowa, 2) be employed full time by January 1 of the assistance year 3) have an annual salary not exceeding \$50,000, 4) be active in the Iowa State Bar Association, and 5) have federal or private student loans which were used for school. If someone is a part-time employee and applies for this, the award granted will be pro-rated. The maximum assistance amount is \$2,000 per year. Applicants can renew their award in the future; but they must reapply each year. Prior award recipients will be given priority in the process. The applicants that receive the award are decided based on financial need and previous award assistance. The selection criteria for financial need are based on the debt and salary or an applicant. The funding, and therefore the number of awards, for this program vary from year to year.

- **Illinois**

- Chicago Bar Foundation

- <http://chicagobarfoundation.org/fellowships/anderson/>

- For the Kimball R. Anderson and Karen Gatsis Anderson Public Interest Law Fellowship a graduate has to work in a Chicago Bar Foundation funded public interest organizations. There is one \$50,000 fellowship awarded that is payable over a 5-year period. The recipient must have a commitment to public interest work, outstanding character, and integrity and good academic achievement while in law school.

- <http://chicagobarfoundation.org/fellowships/sun-times/>

- The Sun-Times Public Interest Law Fellowship awards at least 50 outstanding recent graduates of law school who are interested in public interest or legal aid a fellowship. These graduates may work at a Chicago Bar Foundation funded organization or any organization that qualifies that serves other areas of Illinois. The award for this fellowship is up to \$50,000 per individual.

- **Department of Justice**

- <http://www.justice.gov/oarm/policy>

- The Department of Justice offers a loan repayment program. This program is a privilege or incentive but not an entitlement. By accepting the loan assistance, the recipient is required to work three years in the Department of Justice. The minimum loan balance to qualify is \$10,000. This is a supplement to any amount the recipient is already paying. The department will match the recipient up to \$6000 a year. Please check the website for additional rules governing eligibility.

- http://www.americanbar.org/content/dam/aba/administrative/legal_aid_indigent_defendants/lis_slaid_lrap_state_chart_summary.authcheckdam.pdf

State	Illinois	Iowa	Nebraska
Year Created	2007	2007	2007-2010*
Creating entity/administrator	Chicago Bar Foundation	Iowa State Bar/Iowa Student Loan Liquidity Corporation	Nebraska Lawyers Trust Account Foundation
Number of Recipients	26 (2013)	8 (2013)	5 (2010) suspended for 2011
Time Limit and maximum years of assistance	Up to five years of assistance	None	None
Range and maximum annual grant/loan amounts	Max: 12,000 Average: 10,000 Range: 8,000 to 12,000	Max: 3,000 Average: 2,000 Range: 1,000 to 3,000	Max: 3,000 Average: 2,500 Range: 500 to 3,000
Full Time Employment Requirement	No (prorated to part time attorneys)	No (prorated for part time applicants)	No (prorated for part time applicants)
Income Cap	50,000	50,000	None
Law License Requirement	Yes (can be waived for 12 months)	Yes	Yes (or must receive within 12 months)
Grant/Loan/ Forgiveness	Loan	Loan	Loan
Specific Law School Requirements	No	No	No

*not funded since that time

APPLICATION GUIDELINES

NEBRASKA COMMISSION ON PUBLIC ADVOCACY LEGAL EDUCATION FOR PUBLIC SERVICE AND RURAL PRACTICE LOAN REPAYMENT ASSISTANCE PROGRAM

APPLICATION FORM & DOCUMENTS

All required application forms must be typewritten, completed, and submitted for consideration. Such forms are included in this application packet. **Participants will not be notified if their application is deficient in information. If the application is deficient in information, the Participant will not be considered for the current year's funding and will have to re-apply the following year.** Please refer to the Application Checklist on page 2 to ensure all documents are submitted and the application is assembled in the requested order.

The required application forms are as follows:

1. Participant Information Form
2. Program Narrative-Optional
3. National Student Loan Data System (NSLDS) Documents
(www.nsls.ed.gov)
4. Certified Assurances
5. U.S. Citizenship Attestation Form
6. Service Agreement (Appendix A)
7. Proof of Employment Form - For Employment by an Organization (Appendix B)
8. Proof of Employment Form - For Self-Employment (Appendix C)
9. Program Change of Information Form (Appendix D)(if needed)

Participants must submit the following information:

1. **National Student Loan Data System (NSLDS) Document**
Participants must obtain a NSLDS document for each student loan the Participant has with a lending institution, including the qualifying student loan in which assistance is being requested. NSLDS is the U.S. Department of Education's (ED's) central database for student aid. NSLDS receives data from schools, guaranty agencies, the Direct Loan Program, and other Department of ED programs. Participants can access this document at www.nsls.ed.gov. This site displays information on loan and/or grant amounts, outstanding balances, loan statuses, and disbursements.

In order to use the NSLDS Student Access website, the Participant will need to provide his/her Social Security number, the first two letters of the Participant's last name, the Participant's date of birth, and the Participant's PIN (formerly known as EAC).

2. Service Agreement (Appendix A)
Participants must sign and submit the Service Agreement agreeing to remain employed per guidelines for three (3) years.

APPLICATION PROCESS

Applications are due to the Nebraska Commission on Public Advocacy office no later than 5:00 p.m. (CST) on November 10, 2014. **Submit 1 original application.**

Electronically (**SUBMIT IN PDF FORMAT**) to: rwesely@ncpa.ne.gov or by:

U.S. mail or hand delivery to:

Nebraska Commission on Public Advocacy
140 No. 8th St., Suite 270
P. O. Box 98932
Lincoln, NE 68509-8932.

No late applications will be accepted. Direct any questions to Rita Wesely at (402) 471-8088 or rwesely@ncpa.ne.gov.

PARTICIPANT INFORMATION FORM

**NEBRASKA COMMISSION ON PUBLIC ADVOCACY
LEGAL EDUCATION FOR PUBLIC SERVICE AND RURAL PRACTICE
LOAN REPAYMENT ASSISTANCE PROGRAM**

PARTICIPANT INFORMATION (for contact and taxation purposes):

Participant Name: _____

Social Security Number: _____

Home Address: _____

City: _____ State: _____ Zip Code: _____ County: _____

Work Telephone: _____ Work Fax: _____

E-mail Address: _____

Name of Law School: _____ Attendance Dates: _____

Name of Law School: _____ Attendance Dates: _____

Name of Law School: _____ Attendance Dates: _____

Have you ever served on active duty in the U.S. military service? Yes _____ No _____

Number of Years Served: _____

LOAN INSTITUTION INFORMATION:

Name of Institution: _____

Federal Tax ID: _____ DUNS #: _____

Payment Remittance Address: _____

City: _____ State: _____ Zip Code: _____ County: _____

Contact Person: _____ Title: _____

Telephone #: _____ Fax #: _____

CERTIFICATION:

I certify that all information provided above is true and accurate as of this date. I acknowledge that falsified information will result in the denial of my assistance request or termination of such contract if I am awarded funds under this Program. I agree to provide additional verification of any information provided as requested.

Participant Signature: _____ Date: _____

PROGRAM NARRATIVE (OPTIONAL)

**NEBRASKA COMMISSION ON PUBLIC ADVOCACY
LEGAL EDUCATION FOR PUBLIC SERVICE AND RURAL PRACTICE
LOAN REPAYMENT ASSISTANCE PROGRAM**

OPTIONAL: Participant may submit a narrative in the space provided below with any relevant information not included elsewhere in the application that he/she would like to have taken into consideration.

CERTIFICATION:

I certify that all information provided above is true and accurate as of this date. I acknowledge that falsified information will result in the denial of my assistance request or termination of such contract if I am awarded funds under this Program. I agree to provide additional verification of any information provided as requested.

Participant Signature: _____ Date: _____

LOAN VERIFICATION WORKSHEET

**NEBRASKA COMMISSION ON PUBLIC ADVOCACY
LEGAL EDUCATION FOR PUBLIC SERVICE AND RURAL PRACTICE
LOAN REPAYMENT ASSISTANCE PROGRAM**

Participant Name: _____

The Participant must submit a recent account statement for each eligible educational loan that contains the information listed below. If the account statement does not contain all of the required information, the Participant may write it on the account statement.

Required Loan Information:

- Name of Lender
- Address of Lender
- Account Number
- Type of Loan (Federal Direct, etc.)
- Outstanding Balance
- Type of Repayment Plan
- Loan Status (current, deferral, etc.)

Complete the Release below to give permission to the Commission to obtain additional information, if needed. Make copies of the form for multiple lenders.

RELEASE (to be completed by Participant)

Account Number: _____ Date of Birth: ___/___/___

Last Name: _____ First Name: _____ MI: _____

Permanent Mailing Address: _____

City: _____ State: _____ Zip Code: _____

I authorize my lender, _____
to provide the loan information requested by the Commission.

Participant's Signature Date

CERTIFIED ASSURANCES

NEBRASKA COMMISSION ON PUBLIC ADVOCACY LEGAL EDUCATION FOR PUBLIC SERVICE AND RURAL PRACTICE LOAN REPAYMENT ASSISTANCE PROGRAM

In addition to the general terms contained in the Application Packet, the Application is also conditioned upon and subject to compliance with the following Assurances:

Availability of Funds: The Participant understands all awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law. Participant understands and agrees that, in the event funds are not appropriated and continued at an aggregate level sufficient to cover the contract costs, or in the event of a change in laws relevant to these costs, the obligations of each party hereunder will be terminated immediately upon receipt of written notice. Funds awarded under the Program are a supplement to, not a substitute for, personal student loan obligations. The purpose of this Program is to reduce the principal balance, or interest owed, on existing student loans. It is not to provide money to make monthly payments. Participants remain responsible for making regular student loan payments with their own personal funds and must continue to make personal payments toward their qualifying loan to remain eligible for this Program in the future.

If the Commission has insufficient funds which prevents it from being able to fund the three years of service, and the Participant has complied with all of the conditions of the award, then the Participant will not be required to pay back the full amount of student loan assistance, and will no longer be bound by the conditions of the award.

Release of Information: The Participant agrees to provide the appropriate documentation as requested by the Commission to verify the information provided within this application, if necessary.

Record Retention: The Participant agrees to maintain the application, and supporting documentation pertaining to this application, and make such records available for audit or examination, if necessary. Such records shall be maintained for at least three years (36 months) following notification by the Commission that the Award has been made.

Reporting Requirement: The Participant agrees to submit the appropriate documentation in a timely manner as required in the Program Guidelines. The Participant agrees that failure to submit proper documentation by instructed due dates may result in termination of service agreement and future funding.

Notification of Program Changes: The Participant shall submit in writing on the Program Change of Information Form any Program changes that he/she experiences during the contract period. Major Program changes may be subject to approval from the Commission. Program changes include:

- Change in contact information;
- Change in lending institution information;
- Change in employment information; and/or
- Change in supervisor information.

Income Tax: The Participant understands that he/she is responsible for any income tax obligation resulting from the student loan assistance made under this Program. The State of Nebraska will issue an Internal Revenue Services (IRS) 1099-MISC form to each Participant receiving funds and will file the 1099-MISC form to the IRS. The 1099-MISC form is used to report miscellaneous income that does not fall in the category of salary, wages, or tips.

Service Agreement: The Participant understands that he/she must remain employed as an attorney employed by a tax-exempt charitable nonprofit organization domiciled in Nebraska whose primary duties are public service or as a full-time attorney primarily serving in a designated legal profession shortage area for a period of service of not less than three years (36 months) unless involuntarily separated from employment. The period of service begins with the effective award date. If the Participant voluntarily leaves his or her position before three years, any money awarded to Participant must be repaid to the Commission. Once the Participant has satisfied the three year requirement, and applies for additional loan repayment assistance, then the Participant must complete an additional full year of employment from the award date.

Default on Contract: The Participant agrees, in the event he/she leaves a position as an eligible Participant or is involuntarily separated for misconduct or unacceptable performance before completing the agreed upon period of service, he/she will be indebted to and must reimburse the Commission for the full amount of any student loan assistance made under this contract.

Award Documents: If the Participant receives an award under the Program, he/she will be issued a contract by the Commission in the form of an Award of Contract document. The Participant understands that such document must be signed and returned within 30 days of the award date. In addition, the Participant acknowledges that the Participant will repay the Commission in the event he/she defaults on the contract, and return such within 30 days of the award date.

Termination of Contract: The Commission reserves the right to terminate for cause any contract entered into as a result of this Application by giving written notice to the Participant of the effective date of termination. Cause for termination can include, but is not limited to, the Participant's default on contract; misconduct or unacceptable performance; the inability of the Participant to fulfill his or her obligations under the contract; or a determination by the Commission that there are insufficient funds in the Legal Education for Public Service and Rural Practice Loan Repayment Fund to continue to honor the contract. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the Participant under the contract shall, at the option of the Commission, become property of the State of Nebraska.

Renewal of Contract: An Award of Contract, entered into as a result of this Application, does not bind or purport to bind the Commission for any contractual commitment in excess of the original contract period contained in such an Award of Contract. However, the Commission has the right, at its sole discretion, to renew any such award of contract on a year-to-year basis. Should the Commission exercise its right to renew the contract, the renewal is subject to the terms set forth by the Commission developed for such renewal. Failure to comply with such terms set forth by the Commission will result in the forfeiture of such a renewal option.

Failure to comply with any of the foregoing Certified Assurances could result in funds being withheld until such time as the Participant takes appropriate action to rectify the incident(s) of non-compliance. The Participant in signing below certifies acceptance of the terms and conditions specified or incorporated by reference, including those stated in the grant application.

Participant's Printed Name

Participant's Signature

Date

Please Complete and Send in With Application

United States Citizenship Attestation Form

For the purpose of complying with Neb. Rev. Stat. §§ 4-108 through 4-114, I attest as follows:

I am a citizen of the United States.

—OR—

I am a qualified alien under the federal Immigration and Nationality Act, my immigration status and alien number are as follows: _____, and I agree to provide a copy of my USCIS documentation upon request.

I hereby attest that my response and the information provided on this form and any related application for public benefits are true, complete, and accurate and I understand that this information may be used to verify my lawful presence in the United States.

PRINT NAME: _____

(FIRST, MIDDLE, LAST)

SIGNATURE: _____

DATE: _____

FINANCIAL AND ADMINISTRATIVE GUIDELINES

NEBRASKA COMMISSION ON PUBLIC ADVOCACY LEGAL EDUCATION FOR PUBLIC SERVICE AND RURAL PRACTICE LOAN REPAYMENT ASSISTANCE PROGRAM

I. AWARD AND ACCEPTANCE OF CONTRACT

Award of Contract: After completion of the review process, a contract is formally awarded by the Commission in the form of the Award of Contract (“Award”). This Award identifies the Participant, Contract Period, Lending Institution Name, Total Award, and Contract Number. If necessary, Special Conditions may be included which the Participant shall meet if the Award is accepted. All correspondence concerning the Award must refer to the designated Contract Number shown on the Award document.

Acceptance of Award: The Award constitutes a contractual agreement between the Commission and the Participant for the award of funds for the intended purpose of this Program. The Commission may terminate this Award without further cause if the Participant fails to affirm its acceptance of the Award by signing and returning the Award to the Commission within 30 days from the date of Award. No funds will be disbursed until the Commission receives the signed acceptance.

Service Agreement: Participants receiving funds will be required to sign and return a Service Agreement within 30 days from the date of Award. The Service Agreement acknowledges that the Participant will repay any loan assistance that has been disbursed if he/she defaults on the contract. No funds shall be disbursed until the Commission receives the signed agreement. Failure to return the signed agreement may result in termination of the contract.

II. NOTIFICATION OF PROGRAM CHANGES

Program Changes: Participants will submit in writing on the Program Change of Information Form (APPENDIX D) any Program changes that the Participant experiences during the contract period. Major Program changes are subject to approval from the Commission. Program changes include:

- Change in contact information;
- Change in lending institution information;
- Change in employment information; and/or
- Change in supervisor information.

III. FINANCIAL RECORDS

Record Retention: The Participant will make available to the Commission all financial records, job records, supporting documents, and any other records pertinent to this Award and

retained by the Participant for at least three years (36 months) following notification by the Commission that the Award has been made. Retention is required for purposes of audit. Records may be retained in an automated format.

Retention Period: The three year (36 month) retention period starts from the date of Award by the Commission. If any litigation, claim, audit, or other action involving the records have started before the expiration of the three year (36 month) period, the records must be retained until completion of the action and resolution of all issues which arise from it or until the regular three year (36 month) period, whichever is later.

Maintenance: Participants receiving funds are expected to see that their records of different contract periods are separately identified and maintained so that information desired may be readily located. Participants are also obligated to protect their records adequately against fire or other damage.

IV. DEFAULT OF CONTRACT

Service Agreement: Participant must sign the Service Agreement (APPENDIX A). Such Agreement states that the Participant must remain employed per Program Guidelines and Assurances for a period of service not less than three years (36 months) unless involuntarily separated from employment. The period of service begins with the effective Award date. If the Participant voluntarily leaves his/her position before three years, any money awarded to the Participant must be repaid to the Commission. Once the Participant has satisfied the three year requirement, and applies for additional loan repayment assistance, then the Participant must complete an additional full year of employment from the Award date.

For purposes of this Program, involuntary separation could result from layoff, loss of election, or similar nature. Termination as a result of misconduct or unacceptable performance would not qualify as involuntary separation.

A Participant may change employers within the designated three years but must remain employed as described above to continue receiving benefits and to satisfy the Service Agreement. The Participant will be allowed a reasonable break in service when changing employers, not to exceed 30 days. A break in service exceeding 30 days will be subject to review by the Commission and may result in the termination of the contract. Periods of leave without pay, or other periods in which the Participant is not in pay status, do not count toward the completion of the required service period upon re-employment. The service completion date must be extended by the total time spent in non-pay status.

Absence due to uniformed service in a recognized branch of the United States military, authorized maternity/paternity, FMLA, or compensable injury is considered credible evidence (pending approval of the Commission) of the required service period upon re-employment.

Return of Funds: In the event a Participant voluntarily leaves a position as an eligible Participant, or in the event of involuntary separation for misconduct or unacceptable

performance before completing the agreed upon period of service, the Participant will be indebted to state government and must reimburse the Commission for the full amount of any student loan assistance made under this Program. The return of funds will not be determined on a pro-rata calculation.

If the Commission has insufficient funds which prohibits it from being able to fund the three years of service, and the Participant has complied with all of the conditions of the Award, then the Participant will not be required to pay back the full amount of student loan assistance, and will no longer be bound by the conditions of the Award.

APPENDIX A – SERVICE AGREEMENT

The following Service Agreement must be signed and submitted with the Application agreeing to the terms and conditions of continued employment.

APPENDIX A

SERVICE AGREEMENT

**NEBRASKA COMMISSION ON PUBLIC ADVOCACY
LEGAL EDUCATION FOR PUBLIC SERVICE AND RURAL PRACTICE
LOAN REPAYMENT ASSISTANCE PROGRAM**

NAME: _____

In consideration of the student loan repayment assistance incentive for which I have been offered under Neb. Rev. Stat. §§ 7-201-209, I hereby agree as follows:

1. I will remain employed as an attorney employed by a tax-exempt charitable nonprofit organization domiciled in Nebraska whose primary duties are public service or as a full-time attorney primarily serving in a designated legal profession shortage area for a period of service of not less than three years (36 months) unless involuntarily separated from my employment. The period of service begins with the effective Award date. If I voluntarily leave my position before three years (36 months), any money awarded to me must be repaid to the Commission. Once I have satisfied the three year (36 month) requirement, and I apply for additional loan repayment assistance, then I must complete an additional full year of employment from the Award date.

I will remain a licensed attorney and U.S. citizen or be an eligible non-citizen.

I will remain employed full-time, which is defined as not less than 75 percent of a 40-hour work week.

2. I understand that Program funds are a supplement to, not a substitute for, my personal student loan obligations. I understand that amounts to be paid are subject to the availability of funds and my continued eligibility. I understand that if I do not remain eligible, then further loan benefits may be denied although the service obligation will remain in force. I understand that the Award of this Program in any fiscal year does not guarantee benefits in future fiscal years, and that awards are subject to the availability of appropriations. I understand that any loan assistance made to me may be taxable and subject to withholding.

If the Commission has insufficient funds which prohibits it from being able to fund the three years (36 months) of service, and I have complied with all of the conditions of the Award, then I will not be required to pay back the full amount of student loan assistance, and I will no longer be bound by the conditions of the Award.

3. I authorize the Board and the Commission to verify the status, payment history, and outstanding balance of each qualifying loan, and to discuss the terms with the lender or note holder, or predecessors or successors in interest.

The term “qualifying loan” is understood to have the same meaning as “student loan” defined as follows:

- (1) A loan made, insured, or guaranteed under part B of subchapter IV of chapter 28 of Title 20;
- (2) A loan made under part C or D of subchapter IV of chapter 28 of Title 20; and
- (3) A loan made under section 1078-3 or 1087e(g) of Title 20.

Further, the term “qualifying loan” is expressly understood not to include any of the following loans:

- (1) A loan made to the parents of a dependent student under section 1078-2 of Title 20.
- (2) A Federal Direct PLUS Loan made to the parents of a dependent student.
- (3) A loan made under section 1078-3 or 1087e(g) of Title 20 to the extent that such loan was used to repay a loan described in sub. (1) or (2) above.

4. I will notify the Commission, without delay, in writing, of any transfer to a new position or employing agency, identifying myself as a Program Participant.
5. I will notify the Commission, without delay, in writing, of my intention to voluntarily separate, resign, or retire from my position as an eligible Participant before completing my service obligation under paragraph 1 above.
6. I will notify the Commission, without delay, in writing, of my status in default of any loan obligation with respect to a qualifying “student loan” as defined above.
7. In the event I voluntarily leave my position as an eligible Participant, 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 Commission for the full amount of any student loan repayment assistance made to me under this Service Agreement. I further acknowledge that the Commission shall recover from me (or my estate, if applicable) a sum equal to the amount that I am required to repay by such methods as are provided by law for the recovery of amounts owed to the Commission.

8. I understand and affirm that I remain responsible for making regular student loan payments, that such responsibility is not abated by selection for participation in this Program, and that I am required to continue to make personal payments toward my qualifying loans to remain eligible for future Program assistance.
9. Loan repayment assistance made to me pursuant to this Agreement does not exempt me from responsibility and/or liability for the full amount of any loan in which I am the debtor.
10. I am responsible for any income tax obligation resulting from the loan repayment assistance made to me.
11. I understand that, by law, repayment assistance made to me under the Program cannot exceed \$6,000 in any calendar year or an aggregate total of \$42,000. This limitation should not, under any circumstances, be construed as an obligation of said benefits.
12. 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 due to uniformed service in a recognized branch of the United States military, authorized maternity/paternity, FLMA, or compensable injury, are considered credible evidence (within the sole discretion of the Commission) of the required service period upon reemployment.
13. This Agreement is null and void if I am not selected for Program funds in the year I sign and date this Agreement.
14. Privacy Act Notification. This information is provided pursuant to the Privacy Act of 1974 (Public Law 94-579), as amended, for individuals supplying information for inclusion in a system of records. This Agreement and related data are made part of the file to be used within the Commission for record-keeping and management while participating in this Program. The information also may be disclosed outside the Commission, as permitted by the Nebraska Freedom of Information Act, and pursuant to court order. I am asked to provide my Social Security Number. Please note that if I do not provide this information, and I am selected to participate in this Program, my Social Security Number will be required later to enable the Commission to verify my eligibility status. Failure to submit this Information will render this Agreement incomplete and I will be considered ineligible to participate in this Program.

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

Participant's Signature

Date

APPENDIX B – PROOF OF EMPLOYMENT FORM **FOR EMPLOYMENT BY AN ORGANIZATION**

This form will need to be submitted each quarter by approved Participants as proof of continued employment to remain eligible.

Fax to (402) 471-8087.

*Attach Statement Due Sheet from lending institution as well for proof of loan payment information.

APPENDIX B

PROOF OF EMPLOYMENT FORM
FOR EMPLOYMENT BY AN ORGANIZATION

NEBRASKA COMMISSION ON PUBLIC ADVOCACY
LEGAL EDUCATION FOR PUBLIC SERVICE AND RURAL PRACTICE
LOAN REPAYMENT ASSISTANCE PROGRAM

Participant Name: _____

EMPLOYMENT INFORMATION/SERVICE:

Employer Name: _____

Supervisor Name: _____ Title: _____

Supervisor Telephone #: _____ Supervisor Fax #: _____

Supervisor E-mail: _____ Position Title: _____

Hire Date: _____ Annual Gross Income: _____

I am either employed by a tax-exempt charitable nonprofit organization that is domiciled in Nebraska whose primary duties are public service or am an attorney primarily serving in a designated legal profession shortage area and am working as an attorney not less than 75 percent of a 40-hour work week.

CERTIFICATION:

I certify that all information provided above is true and accurate as of this date. I acknowledge that falsified information could result in the denial of my assistance request or termination of such contract if I am awarded funds under this Program. I agree to provide additional verification of any information provided as requested.

Participant Signature: _____ Date: _____

I certify that this individual is a current employee of the above-referenced agency and that all information provided is true and accurate as of this date.

Supervisor Signature: _____ Date: _____

Attach Statement Due Sheet from lending institution for proof of loan payment information.

APPENDIX C – PROOF OF EMPLOYMENT FORM FOR SELF-EMPLOYMENT

This form will need to be submitted each quarter by approved Participants as proof of continued employment to remain eligible.

Fax to (402) 471-8087.

*Attach Statement Due Sheet from lending institution as well for proof of loan payment information.

APPENDIX D – PROGRAM CHANGE OF INFORMATION FORM

This form must be submitted if the Participant receiving Program funds experiences a
Program change as outlined in the Certified Assurances.

APPENDIX D

CHANGE OF INFORMATION FORM

**NEBRASKA COMMISSION ON PUBLIC ADVOCACY
LEGAL EDUCATION FOR PUBLIC SERVICE AND RURAL PRACTICE
LOAN REPAYMENT ASSISTANCE PROGRAM**

Participant Name: _____

Contract Number: _____

Please complete only the sections with applicable changes from your approved contract:

PARTICIPANT INFORMATION:

Home Address: _____

City: _____ State: _____ Zip Code: _____ County: _____

E-mail Address: _____

LOAN INSTITUTION INFORMATION:

Name of Institution: _____

Federal Tax ID: _____ DUNS #: _____

Address: City: _____ State: _____ Zip Code: _____

Contact Person: _____ Title: _____

Telephone #: _____ Fax #: _____

EMPLOYMENT INFORMATION:

Employer Name: _____

Mailing/Street Address: _____

City: _____ State: _____ Zip Code: _____ County: _____

Supervisor Name: _____ Title: _____

Supervisor Telephone #: _____ Fax #: _____ E-mail: _____

Other Changes: Include any other changes as set forth in provision II of the Financial and Administrative Guidelines for which the Commission should be notified. For changes in job descriptions, position status, etc., please attach appropriate documentation.

Participant Signature: _____ Date: _____