

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

2017 Application Packet

Applications are due in the office of the
Nebraska Commission on Public Advocacy on
October 17, 2016, 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

Lincoln, NE 68508

(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)
- 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)
- Fee of \$25.00 made payable to Nebraska Commission on Public Advocacy

PROGRAM GUIDELINES

INTRODUCTION

The Nebraska Legislature revised Neb. Rev. Stat. §§ 7-201, *et seq.* (Cum. Supp. 2014) 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 assistance.

The purpose of the Program is to recruit and retain qualified attorneys who: 1) are employed by tax-exempt charitable organizations and provide legal services to low-income people; or 2) provide legal services in designated legal profession shortage areas in Nebraska.

The Nebraska Commission on Public Advocacy (“Commission”) is required, among other things, to make loan assistance awards, distribute such awards, and administer the Program.

The Legal Education for Public Service and Rural Practice Loan Repayment Board (“Board”) is required, among other things, to develop and recommend to the Commission rules and regulations that will govern the program and review qualified applications submitted to it by the Commission and thereafter make recommendations to the Commission.

ELIGIBLE PARTICIPANTS

a. Employment: A participant must be either: 1) a full-time, salaried attorney working for a tax-exempt charitable nonprofit organization in Nebraska whose primary duties are public legal service or 2) a full-time attorney primarily serving in a designated legal profession shortage area in Nebraska. Full-time employment is defined as not less than 75 percent of a 40-hour work week.

b. Legal shortage area: 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 underserved by available legal representation.” Neb. Rev. Stat. § 7-203 (Cum. Supp. 2014). An “underserved rural area” shall mean a rural area within any county in Nebraska with a population of less than 15,000 inhabitants, and either: 1) such county has a ratio of not more than 1.0 attorneys (not including judges) per 1,000 inhabitants and such rural area is more than 60 miles driving distance to a county with a population of at least 15,000 inhabitants; or 2) applicant can demonstrate by a preponderance of the evidence that such county and rural area have particular local needs for legal services.

c. Eligibility: An applicant is eligible to be considered for Program assistance if he or she:

1. Is an attorney licensed in the state of Nebraska, or becomes an attorney licensed in Nebraska within twelve (12) months of becoming a participant;

2. Is a U.S. Citizen or an eligible non-citizen;
3. Has an outstanding balance due on a qualifying loan;
4. Is not in default on any educational loan;
5. Timely submits a program application and supporting documentation for qualifying loans;
6. Agrees to remain employed in either a tax-exempt charitable organization whose primary duties are public legal service or in a designated legal profession shortage area, for not less than three (3) years; and
7. Meets all other criteria for loan eligibility, application payment and/or repayment assistance identified by the Commission or the Board to carry out the purposes of the program.

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

e. **Other program assistance:** A participant's receipt of assistance from other loan repayment assistance programs is a factor when determining whether and how much assistance will be provided.

QUALIFYING LOANS

Qualifying educational loans means "loans received as an educational benefit, scholarship, or stipend toward a juris doctor degree and either (a) made, insured, or guaranteed by a governmental unit or (b) made under a program funded in whole or in part by a governmental unit or nonprofit institution." Neb. Rev. Stat. § 7-203(3) (Cum. Supp. 2014). The following loans are not included as qualifying educational loans: 1) loans for other than educational purposes, including personal loans, credit card debt, and credit card loans; 2) loans made to the parents of a dependent student (e.g. PLUS loans); and 3) any other type of loan or consolidation to the extent that such loan or consolidation was used to repay or refinance a debt described in preceding sections of this sentence.

SERVICE AGREEMENT

As a condition precedent to assistance under this program, all eligible participants must sign a Service Agreement (Appendix A).

CONTRACT PERIOD

The program award year is from January 1 to December 31, 2017. The maximum annual loan amount that may be awarded to a participant is \$6,000. The Commission may adjust the maximum loan amount annually to account for inflation and other relevant factors. The maximum lifetime amount a participant may receive under the Program shall be determined by the Commission based on available funds. Once approved for loan assistance, there is no guarantee that a participant will receive assistance in future years.

PAYMENT INFORMATION

Program assistance is provided in the form of loan repayment assistance and will be disbursed in the first quarter of the program award year. Participants must continue to make educational debt payments (interest and/or principal) as promised to the lender during the program award year. Funds awarded under the Program are a supplement to personal student loan obligations. The purpose of this Program is to reduce the principal balance or interest owed on existing student loans and not to provide money to make monthly payments. Payments made on behalf of a participant cannot exceed the total qualifying loan balance. Any loan repayment assistance received by a participant must be paid to the lender. The Commission will not be held responsible for any late fees assessed by the lending institution. Therefore, the participant is responsible to ensure his/her monthly payment is paid in a timely manner.

APPLICATION PROCEDURES

Participants must complete and submit the required documentation and a non-refundable fee of \$25.00 made payable to the Nebraska Commission on Public Advocacy by the deadline. All information submitted in the application is confidential. Participants must re-apply each year to be considered for assistance.

LOAN DISTRIBUTION AND VERIFICATION OF ELIGIBILITY AND REPORTING REQUIREMENTS

Program assistance will be disbursed to a participant in one check annually in the first quarter of the Program year. As soon as possible, the participant shall apply the full amount of the award to his/her lender. The participant shall send proof of such payment to the Commission no later than 60 days from receipt of the award.

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

Participants receiving Program funds will be required to quarterly submit loan status documentation. This is due by the 15th of the month following the end of each quarter of the year (April 15, July 15, October 15, January 15). Such loan status documentation must show the name of the lending institution, name of participant, balance of loan, payment due, payment due date, and remittance address, to assure that no loan is in default.

Failure to submit proper documentation by due dates will be considered a breach of the service agreement and will require participant to repay his/her award(s).

A summary of all required documents to stay qualified under this Program is as follows:

30 days from date of Award = Returned signed Award of Contract;

60 days from date of Award = Submit proof of payment (front and back of cancelled check, statement from lender, etc., which shows that the award received was applied to loan principal);

Quarterly = Loan status documentation; and

Semi-Annually = Provide verification of continuous employment eligibility.

ADMINISTRATION

The Commission shall administer the Program and may 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 AND PROGRAM FUNDING

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.

Continued operation and award allocations under this Program are contingent upon available funding. If the Commission does not make a subsequent award to a participant because of funding issues, participant will no longer be bound by the conditions of the award.

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.

CONTACT INFORMATION

Inquiries about the Program should be directed to:

Rita Wesely, Admin Asst/Fiscal Officer, 402-471-8088
Nebraska Commission on Public Advocacy
140 No. 8th St., Suite 270
Lincoln, NE 68508
(402)471-7774
rwesely@ncpa.ne.gov

APPLICATION FORM & DOCUMENTS

All required application forms must be completed and submitted for consideration.

Participants will not be notified if their application is deficient, and will not be considered for the current year's funding. Please refer to the Application Checklist 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. U.S. Citizenship Attestation Form
5. Service Agreement (Appendix A)
6. Proof of Employment Form - For Employment by an Organization (Appendix B)
7. Proof of Employment Form - For Self-Employment (Appendix C)
8. Program Change of Information Form (Appendix D)(if needed)
9. Fee of \$25.00 made payable to Nebraska Commission on Public Advocacy.

The National Student Loan Data System (NSLDS) Document referenced above - 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 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.

APPLICATION PROCESS

Applications are due to the Nebraska Commission on Public Advocacy office no later than 5:00 p.m. (CST) on October 17, 2016. Include 1 (one) original completed application. An application may be electronically submitted in PDF format.

No late applications will be accepted.

The completed and properly signed applications must be submitted as follows:

Nebraska Commission on Public Advocacy
140 No. 8th St., Suite 270
Lincoln, NE 68508
Attn: Rita J. Wesely
E-mail: rwesely@ncpa.ne.gov
Fax: (402) 471-8087

PARTICIPANT INFORMATION FORM

PARTICIPANT INFORMATION:

Participant Name: _____

TOTAL DEBT (with interest): _____ **ANNUAL GROSS INCOME:** _____

Social Security Number: _____

Home Address: _____

City: _____ State: ____ Zip Code + 4 digits: _____ County: _____

Home/Cell Telephone: _____ Work Telephone: _____

E-mail Address: _____

Employer Name/Address: _____

City: _____ State: ____ Zip Code + 4 digits: _____ County: _____

Name of Law School: _____ Attendance Dates: _____

Name of Law School: _____ Attendance Dates: _____

Name of Law School: _____ Attendance Dates: _____

If you are seeking assistance on the basis that you provide legal services in an underserved, designated legal profession shortage area, please provide the following information: Where is your primary office located? _____

Do you have an office or offices in counties populated by fewer than 15,000 inhabitants? If so, please provide the location of such office(s): _____

If you provide legal services in a county or counties with fewer than 15,000 inhabitants, please identify each county and the percentage of your practice that you devote to each county. _____

If the county or counties in which you provide legal services that have fewer than 15,000 inhabitants have any particular local needs for legal services, please identify each county and its particular local needs. _____

LOAN INSTITUTION INFORMATION:

Name of Institution: _____

Payment Remittance Address: _____

City: _____ State: _____ Zip Code: _____ Telephone #: _____

List/describe any other loan repayment assistance programs in which you are participating and the amount of the award you are receiving annually from each program. If you are participating in a program intended to result in the forgiveness of your principal loan balance and/or interest after you have made monthly payments for a certain period of time, please identify the name of the program, the total number of years you must participate in the program to receive forgiveness, the number of years in which you have participated in such program, and how you will benefit if you receive an award from The Legal Education for Public Service and Rural Practice Loan Repayment Assistance Program.

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: _____

RELEASE (to be completed by Participant)

I authorize any of my lenders to provide loan information requested by the Commission.

Participant: _____ Date of Birth: _____

PROGRAM NARRATIVE (OPTIONAL)

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: _____

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: _____

APPENDIX A
SERVICE AGREEMENT

NAME: _____

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

1. I will remain employed as a full-time, salaried attorney employed by a tax-exempt charitable nonprofit organization in Nebraska whose primary duties involve public legal service or as a full-time attorney primarily serving in a designated legal profession shortage area for a period 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. 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. After I have satisfied the three year (36 month) requirement, I may apply for additional loan repayment assistance.

I will remain a licensed attorney and U.S. citizen or 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 I may change employment within the designated three years but must remain employed as described above in paragraph 1 to continue receiving benefits and to satisfy the service agreement. I 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 I am 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. 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. 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.

3. 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 prohibit 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.

4. 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. I understand the terms “qualifying loan” and “student loan” as defined in the Loan Eligibility section of the Application Packet, as well as what loans are not considered eligible for assistance.

5. I understand that the Award constitutes a contractual agreement between the Commission and me for the award of funds for the intended purpose of this Program. The Commission may terminate this Award without further cause if I fail to affirm acceptance of the Award by signing and returning the Award to the Commission within 30 days from the date of Award.

6. I agree to provide the appropriate documentation as requested by the Commission to verify the information provided within this application, if necessary. I agree 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. The three year retention period starts from the date of Award by the Commission. If any litigation, claim, audit, or other action involving the records has started before the expiration of the three year period, the records must be retained until completion of the action and resolution of all issues which arise from it or until the end of the regular three year period, whichever is later.

7. I will submit in writing on the Program Change of Information Form (APPENDIX D) any Program changes that I experience during the contract period, subject to approval from the Commission, such as:

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

8. 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.

9. I will notify the Commission, without delay, in writing, of my status in default of any qualifying loan obligation.

10. I understand that I remain responsible for making regular student loan payments toward my qualifying loans to remain eligible for future Program assistance.

11. I understand that, by law, repayment assistance made to me under the Program cannot exceed \$6,000 in any calendar year. This limitation should not, under any circumstances, be construed as an obligation of said benefits.

12. I understand that if I receive an award under the Program, I will be issued a contract by the Commission in the form of an Award of Contract document. Such document must be signed and returned within 30 days of the award date.

13. This Agreement is null and void if I am not selected for Program funds in the year I sign and date this Agreement. I understand that the Commission reserves the right to terminate for cause any contract entered into as a result of this Application by giving written notice to me of the effective date of termination. Cause for termination can include, but is not limited to, my default on contract; misconduct or unacceptable performance; the inability of me to fulfill my 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 me under the contract shall, at the option of the Commission, become property of the State of Nebraska.

14. I understand that an Award of Contract, entered into as a result of this Application, does not 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.

15. 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. Failure to submit this 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 semi-annually by approved Participants as proof of continued employment to remain eligible.

Participant Name: _____

EMPLOYMENT INFORMATION/SERVICE:

Employer Name/Address: _____

City: _____ State: ____ Zip Code + 4 digits: _____ County: _____

Supervisor Name: _____ Title: _____

Supervisor Telephone #: _____ Supervisor Fax #: _____

Supervisor E-mail: _____ Position Title: _____

Hire Date: _____ Annual Gross Income: _____

I am either employed as a full-time, salaried attorney working for a tax-exempt charitable organization in Nebraska whose primary duties involve public legal service or a full-time attorney primarily serving in a designated legal profession shortage area.

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: _____

APPENDIX D
CHANGE OF INFORMATION FORM

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

Please attach appropriate documentation

Participant Name: _____

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

Home Address: _____

City: _____ State: ____ Zip Code + 4 digits: _____ County: _____

Home/Cell Telephone: _____ Work Telephone: _____

E-mail Address: _____

LOAN INSTITUTION INFORMATION:

Name of Institution: _____

Payment Remittance Address: _____

City: _____ State: ____ Zip Code: _____ Telephone #: _____

EMPLOYMENT INFORMATION/SERVICE:

Employer Name/Address: _____

City: _____ State: ____ Zip Code + 4 digits: _____ County: _____

If you provide legal services in an underserved, designated legal shortage area, as described on page 3 of the Program Guidelines, please provide the location of your office(s), the percentage of your practice that is devoted to each county that is inhabited by less than 15,000 people, and any particular local needs for legal services in such counties: _____

_____.

Supervisor Name: _____ Title: _____

Supervisor Telephone #: _____ Supervisor Fax #: _____

Supervisor E-mail: _____ Position Title: _____

Participant Signature: _____ Date: _____