

DEPARTMENT OF HOMELAND SECURITY
U.S. Immigration and Customs Enforcement

STUDENT LOAN REPAYMENT PROGRAM SERVICE AGREEMENT

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|--|---|------------------|
| Name (Print or Type - First Middle Last) | Last 4 Digits of Social Security Number | Employing Office |
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In consideration of the student loan repayment benefit for which I qualify under 5 U.S.C. § 5379, as implemented by the regulations of the Office of Personnel Management (5 CFR 537) and the policies of the U.S. Immigration and Customs Enforcement (ICE), I hereby agree to the following terms and conditions:

1. I agree to serve as _____
(Position Title, Series, and Grade)
for three-years (initial agreement) or one year (extension).
2. The amount of the student loan repayment benefit is \$ _____
(up to \$10,000 annually).
3. I understand that the commitment to repay my loan is for one year, subject to yearly extensions.
4. If student loan repayment benefits are made in the second or third year, my service agreement will not be extended.
5. If student loan repayment benefits are made beyond three years, my service agreement will be extended by one year for each annual payment made beyond the third year.
6. The service agreement is effective _____ through _____.
(Month/Day/Year) (Month/Day/Year)
7. _____ is authorized to verify the status and outstanding
(Employing Office)
balance of each loan and to discuss the terms with the lender or note holder.
8. This service agreement in no way constitutes a right, promise, or entitlement for continued employment or noncompetitive conversion to the competitive service. Acceptance of this agreement does not alter the conditions or terms of my employment; accordingly, this agreement will not preclude nor limit ICE from effecting personnel actions as may be appropriate.
9. In the event I voluntarily leave the position for which recruited or retained, or in the event I am involuntary separated for misconduct, unacceptable performance, or a negative suitability determination under 5 CFR Part 731, before completing the agreed upon period of service, I will be indebted to the Federal Government and must reimburse ICE for the full amount of any student loan repayment benefits received under this service agreement.

- ____ 10. I am responsible for making loan payments on the portion of the loan that continues to be my responsibility.
- ____ 11. The student loan repayment benefits made do not exempt me from my responsibility and/or liability for the loan.
- ____ 12. I am responsible for any income tax (e.g. FICA, Medicare) obligation resulting from the student loan repayment benefit.
- ____ 13. ICE/ _____ is not responsible for any late fees assessed
(Program Office)
by the lender if the student loan repayment benefit is not received on time.
- ____ 14. The student loan repayment benefits made on my behalf by ICE will not exceed the maximum amount of \$60,000 annually.
- ____ 15. I also agree to the following condition(s):

I AGREE TO THE TERMS AND CONDITIONS OF THIS SERVICE AGREEMENT

Signature _____ Date _____

Name (Print/Type) _____

General

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

Authority for Collection of Information

5 U.S.C. § 5379

Purposes and Uses

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

Information Regarding Disclosure of Your Social Security Account Number

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

Effect of Non-disclosure

Your submission of this agreement is voluntary, however, if the agreement is submitted, omission of significant information requested would preclude continued processing of the agreement for you to receive a student loan repayment benefit because payroll would be unable to process the necessary actions.