

25 **B. Student loans that qualify for repayment are:**

- 26 1. A loan made, insured, or guaranteed under parts B, D or E of Title
27 IV of the Higher Education Act of 1965 (20 USC 1071 et seq.); or
28 2. A health education assistance loan made or insured under Part A
29 of Title VII of the Public Health Service Act or under Part E of Title
30 VIII of that Act.

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32 **C. The dollar value of the student loan repayment benefits repaid by the**
33 **Agency will be credited to the employee at the time of a loan payment to**
34 **the holder of the loan, before deducting any employee tax withholdings**
35 **from that gross amount. Although taxable, a student loan repayment**
36 **benefit is not considered basic pay for any purpose.**

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38 **D. Highly qualified may be defined as, but not limited to:**

- 39 1. An employee with specialized experience; or
40 2. An employee with specialized workload experience; or
41 3. Unique skills or special Agency needs such as,
42 ○ Multilingual or Bilingual skills;
43 ○ Sign language proficiency;
44 ○ Information Technology expertise;
45 ○ Employees whose absence would adversely effect the
46 Agency from accomplishing its mission;
47 ○ Employees who occupy positions or perform services
48 that would be difficult to replace.

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E. Bargaining unit employees from all job series are eligible to apply for Student Loan Repayment Plans.

Section 2. Student Loan Repayment Plans (SLRP)

A. Candidates for the SLRP will be required to complete an application. The application will elicit information regarding the applicant's outstanding student loans, the nature of their qualifications, unique skills and/or agency special needs that they provide. Application will also require the employee to certify that they are considering seeking employment from a non-federal employer.

The Agency agrees the application the Student Loan Repayment Plan will include the following language: "Upon submitting this application, I am informing the Social Security Administration that I am considering seeking employment outside the Federal service, but would remain as an employee of the Agency in consideration of a student loan repayment benefit."

B. There will be a SLRP application filing period each year from January 1st to March 31st. The Agency will decide which applicants are eligible for SLRP payments and the amount of payments no later than 30 days after

73 **the close of the application period. After such decision are made, if any**
74 **budgeted funds are not spent, SLRP applications filed after the**
75 **application period will be provided full consideration for SLRP**
76 **payments on a first come, first serve basis.**

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78 **C. The Agency will review all applications and determine those who meet**
79 **the eligibility criteria. The Agency will make payments to the loan**
80 **holder of eligible candidates of up to a maximum of \$10,000 for an**
81 **employee in a calendar year and a total of not more than \$60,000 for any**
82 **one employee. If budget permits, the Agency will pay benefits for each**
83 **eligible candidate of \$5,000.00 per year or the full loan balance if the**
84 **balance is less than \$5,000.00.**

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86 **D. The Agency has determined that the minimum amount of money**
87 **allocated for SLRP for each fiscal year shall be as follows:**

88 **FY 10 \$3,500,000.00**

89 **FY 11 \$4,000,000.00**

90 **FY 12 \$4,500,000.00**

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92 **E. An employee receiving this benefit must sign a service agreement to**
93 **remain in the service of the Social Security Administration for a period**
94 **of at least three (3) years. The Agency and an employee may mutually**
95 **agree to modify an existing service agreement to provide additional**
96 **student loan repayment benefits for additional service without the need**

97 **for an entirely new service agreement (which would require a new 3-year**
98 **minimum service period).**

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100 **F. An employee must reimburse the Agency for all benefits received if**
101 **he/she is separated voluntarily or separated involuntarily for**
102 **misconduct, unacceptable performance, or a negative suitability**
103 **determination under 5 CFR 731.**

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105 **Upon request, the Agency may waive, in whole or in part, a right of**
106 **recovery of an employee's debt if the authorized agency official**
107 **determines that the recovery would be against equity and good**
108 **conscience or against the public interest.**

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110 **When an employee is separated by death or disability retirement, or is**
111 **unable to continuing working because of disability evidenced by**
112 **acceptable medical documentation, repayment will be automatically**
113 **waived.**

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115 **G. Periods of leave without pay, or periods during which the employee is**
116 **not in a pay status, does not count toward completion of the required**
117 **service period. There service completion date must be extended by the**
118 **total amount of time spent in non-pay status.**

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120 **H. Absence because of uniformed service or compensable injury is**
121 **considered creditable toward the required service period upon**
122 **reemployment.**

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124 **I. A service agreement in no way constitutes a promise of, or right or**
125 **entitlement to, appointment, continued employment, or noncompetitive**
126 **conversion to competitive service. This condition will be stated in the**
127 **service agreement.**

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129 **J. Denied applications for benefits must include the following information:**

- 130 **1. Reason for denial**
- 131 **2. Criteria not met, if any**
- 132 **3. Eligibility requirements not met, if any**
- 133 **4. Identify documents and/or verifications not submitted**
- 134 **5. Lack of Agency funding, if applicable**
- 135 **6. Right to file a grievance in accordance with Article 24 of the**
136 **National Agreement.**

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138 **Section 3. Other Provisions**

139 **A. The Agency will provide an introductory IVT broadcast to introduce the**
140 **SLRP. The broadcast shall include, but is not limited to, an explanation**
141 **the Agency's SLRP policy and procedures for Student Loan Repayment**
142 **Plans, and directions to access the electronic application. Additionally,**
143 **the Agency will make its policy and procedures for SLRP available on**

144 **its web site. All communication forums regarding the SLRP shall**
145 **include the following information:**

- 146 **1. Eligibility requirements**
- 147 **2. Application Process**
- 148 **3. Necessary documentation and verifications**
- 149 **4. Decision criteria**
- 150 **5. Agency officials with authority to review and approve offering**
151 **student loan repayment benefits.**
- 152 **6. Service Agreement Process**
- 153 **7. Tax liability**

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155 **B. The Agency agrees to provide training on the SLRP, which will be**
156 **archived on Video On Demand (VOD). All employees will be encouraged**
157 **to attend this training, but training will be voluntary.**

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159 **C. An employee's working conditions will not change as a result of**
160 **approval of a Student Loan Repayment Plan (e.g. no additional duties**
161 **outside the employee's position description, no change in hours of**
162 **work or shift, etc...).**

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164 **D. Approval of a Student Loan Repayment Plan will not count for**
165 **promotional credit under Article 26 of this Agreement.**

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167 **E. Within 15 days of the effective date of this agreement, SSA will conduct**
168 **a Student Loan Repayment Plan survey. The purpose of the survey is**
169 **to:**

- 170 **1. identify the number of potential applicants**
- 171 **2. identify the number of outstanding student loans**
- 172 **3. Determine if the Student Loan Repayment Plan program is**
173 **a factor in employee retention.**

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175 **If the survey results indicate that potential SLRP applicants will be either**
176 **much greater or much less than anticipated, the Parties can opt to**
177 **mutually agree to reopen the provisions of this agreement regarding**
178 **total funds and SLRP payments.**

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180 **F. Student Loan Repayment Plan benefits are awarded without regard to**
181 **political affiliation, race, color, religion, national origin, sex, sexual**
182 **orientation, marital status, age, or disabling condition.**

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184 **G. The parties recognize that meetings involving the discussion of Student**
185 **Loan Repayment Plan are formal discussions and the Union will be**
186 **provide advance notice of such meetings.**

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188 **H. All data pertaining to the use of the SLRP program will be collected and**
189 **retained for a period of three (3) years.**

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191 **This data should include:**

- 192 ○ **EEO profiles for each applicant;**
- 193 ○ **The number of employees who applied for the SLRP;**
- 194 ○ **The number of employees who received SLRP benefits;**
- 195 ○ **The amount of SLRP funding paid for each employee;**
- 196 ○ **The Title and job series of each applicant;**
- 197 ○ **The component and Region of each applicant.**

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199 **A report of this information shall be provided to the AFGE General Committee**
200 **Spokesperson annually.**

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202 **Additionally, the Agency will provide the AFGE General Committee Spokesperson**
203 **with copies of all written reports submitted to OPM in accordance with 5 CFR**
204 **537.110 upon completion.**

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