

PS 3000.02 CN 37 HUMAN RESOURCE MANAGEMENT MANUAL



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# Change Notice

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**DIRECTIVE AFFECTED:** 3000.02  
**CHANGE NOTICE NUMBER:** 37  
**DATE:** 1/24/2003

1. **PURPOSE AND SCOPE.** To allow for student loan repayments to recruit or retain highly qualified employees.

2. **SUMMARY OF CHANGES.** This CN adds a new section to the Human Resource Management Manual. It specifies:

- ! the criteria for student loan repayments,
- ! review and approval procedures,
- ! reporting requirements,
- ! service agreements, and
- ! pay-back requirements if employees fail to complete their agreements.

New Attachments (3-31 through 3-33) are included to implement the program.

3. **TABLE OF CHANGES**

Remove	Insert
Table of Contents	Table of Contents Chapter 3, Pages 93-99 Attachment 3-31 Attachment 3-32 Attachment 3-33

4. **ACTION.** File this CN in front of PS 3000.02, the Human Resource Management Manual

/s/  
Kathleen Hawk Sawyer  
Director

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### 340.1 STUDENT LOAN REPAYMENT

1. **PURPOSE AND SCOPE.** To institute the Bureau's plan for repaying a student loan to a newly appointed or current employee who has been determined to be highly qualified and, absent such an incentive, would be difficult to recruit or retain.

#### 2. DIRECTIVES REFERENCED

5 U.S.C. § 5379  
5 U.S.C. § 2301  
5 U.S.C. § 5514  
5 CFR Part 537  
5 CFR Part 550  
DOJ Order 2120.3B  
HRSAG Systems Notice #2001-13

#### 3. BENEFITS AND ELIGIBILITY

a. **Available Benefit.** A student loan repayment may be made on all or part of an outstanding federally insured student loan(s), excluding late fees, up to \$6,000 per calendar year. A total benefit of \$40,000 is allowed per employee. More than one loan may be repaid as long as it does not exceed the established limits.

The amount of the student loan repayment depends on the availability of local funds and the locality's anticipation or assessment of the employee's value and contribution to the Bureau. Each student loan repayment requires a written service agreement (See Section 6 and Attachment 3-32) in which the newly appointed or current employee agrees to at least 36 months of Bureau employment. Thirty-six months is the minimum service agreement period for a loan repayment in any amount up to \$6,000 per year and **may not be prorated** should the service agreement be unfulfilled.

The student loan repayment is limited to the outstanding indebtedness when the employee enters into a service agreement. Repayments may be made only on student loans that are not in default. New employees must successfully complete Introduction to Correctional Techniques prior to repayment of a student loan to the lender.

Candidates and employees being considered for the student loan repayment must provide written documentation (e.g., type of student loan, current balance, etc.) from the holder of the

student loan.

Until such documentation is submitted for verification, the Bureau cannot authorize the student repayment. The candidate or employee is responsible for repaying any outstanding loan amounts not covered by the loan repayment schedule and for any applicable late fees.

Employees who receive student loan repayments and renegotiate the terms or conditions (e.g., repayment schedule) with the lender must notify and provide documentation to their local Human Resource Management (HRM) Office.

Receiving a student loan repayment does not constitute a right, promise, or entitlement for continued employment or, if applicable, non-competitive conversion to the competitive service.

Participation in the Student Loan Repayment Program will be made without regard to race, color, religion, sex, sexual orientation, national origin, age, physical disability, marital status, or membership in an employee organization.

**b. Criteria.** To be eligible for a student loan repayment, the candidate or employee must meet the following criteria:

(1) the employee must occupy or be recruited for a position with education requirements as established by the Office of Personnel Management (OPM) Qualification Standards;

(2) the occupation must have a separation rate exceeding the national average separation rate for Bureau positions as established by the Human Resource Program Development and Evaluation Section; and

(3) the difficulty in filling the position on a local level must be demonstrated.

The student loan repayment must be based on education which has been earned, not in progress, and that fulfills the minimum OPM qualification requirements for the occupation. Unrelated education is not qualifying. Advanced degrees beyond the minimum education requirements may be considered on a case-by-case basis.

Employees who complete education while employed in a position without an education requirement will not be eligible for a student loan repayment until he/she obtains a position with an education requirement that meets the above criteria.

c. **Exceptions.** Exceptions to the above criteria may be made very rarely, as follows:

(1) if there is a need to employ individuals in occupations with no education requirements who possess unique experience, qualifications, and expertise necessary to the Bureau; and

(2) for candidates or incumbents of education-required positions whose separation rates are not above the national separation rate but have extreme local recruitment or retention problems.

d. **Eligibility.** Eligible or prospective employees may be in either the competitive or excepted service (non-Schedule C) and have a full-time or part-time schedule. They include the following:

- ! employees in permanent positions
- ! temporary employees serving on appointments which can be converted to term or permanent appointments (i.e., Career Experience),
- ! term employees with at least three years left on their appointments; and
- ! employees serving in excepted appointments which can be converted to term, career, or career conditional appointments (i.e., Career Intern, VRA).

The Student Loan Repayment Program may neither be used to recruit an individual from another federal agency nor be used to retain an individual who may leave for another federal agency.

e. **Continuing Eligibility.** To remain eligible for the student loan repayment, the employee:

- ! must maintain a performance evaluation of at least "fully successful,"
- ! remain in the education-required occupation for which the student loan repayment was approved, and
- ! comply with the Repayment Agreement's conditions.

4. **TYPES OF STUDENT LOANS.** The following types of student loans are eligible for payment under this program:

- ! Subsidized, Unsubsidized Loans, Direct Subsidized and Direct Unsubsidized Federal Stafford Loans;
- ! Federal and Direct Federal Plus Loans;
- ! Direct Subsidized, Direct Unsubsidized Loans and Federal Consolidation Loans;
- ! Defense Loans;
- ! National Direct Student Loans;

- ! Perkins Loans;
- ! Nursing Student Loan Program Loans;
- ! Health Profession Student Loan Program Loans; and
- ! Health Education Assistance Loan Program Loans.

5. **PAY ADMINISTRATION AND TAXES.** Student loan repayments can:

- ! be used in conjunction with other recruitment and retention incentives;
- ! are not considered part of the employee's rate of basic pay for any other purpose; and
- ! are subject to the aggregate limitation on pay.

6. **SERVICE AGREEMENTS AND PAY-BACK REQUIREMENTS.** Before a student loan repayment may be paid, the candidate or employee must sign a Student Loan Repayment Agreement (Attachment 3-32) to complete a minimum of 36 months of employment with DOJ, beginning on the date of the first repayment. The maximum allowable amount for 36 months is \$18,000 (\$6,000 per calendar year).

For repayments beyond the 36 months, the employee must sign a supplemental Student Loan Repayment Agreement (Attachment 3-32) to complete a minimum of 12 months of employment with DOJ for each whole increment of \$6,000, not to exceed a total maximum repayment of \$40,000. Repayments less than \$6,000 (beyond the 36 months) will not necessitate a supplemental Agreement.

The Repayment Agreement must reflect the student loan repayment's terms and conditions, including the amount of money authorized and the time frame covered.

An employee who fails to complete at least 36 months of DOJ service as the initial Repayment Agreement established or 12 months of DOJ service under a supplemental Repayment Agreement must be indebted to the federal government and must repay all student loan repayments received under the relevant agreement.

If an employee leaves the Bureau voluntarily or is separated involuntarily, no further loan repayments will be made under the Repayment Agreement's terms. If an employee moves to another DOJ component during the agreement's term, the employee will not be required to reimburse the Bureau for loan repayments already made.

Repayment is required for any of the following:

- ! Voluntary separation or transfer from DOJ for another federal agency, unless the receiving federal agency

authorizes reimbursement to the Bureau in its service agreement.

- ! Voluntary separation from DOJ for reasons other than employment in another federal agency.
- ! Involuntary separation due to performance or misconduct.

The Attorney General may waive the right of recovery of an employee's debt under 5 U.S.C. § 5514 in whole or in part if it is determined that recovery would be against equity and good conscience or against the public interest.

Amounts owed by an employee who fails to complete the period of employment established under a Repayment Agreement must be recovered from the employee in accordance with 5 U.S.C. § 5514 and 5 CFR, part 550, subpart K, Program Statement on Financial Management-Debt Management and DOJ Order 2120.3B.

**7. APPROVING OFFICIAL'S DETERMINATION ON REPAYING A STUDENT LOAN.** Each student loan repayment must be based on a written case-by-case determination by the approving official that includes:

- a. an explanation of the difficulty the Bureau would face in filling a position with a highly-qualified candidate absent a student loan repayment; or retaining a highly-qualified employee, who would likely leave for employment outside the federal service and such departure would impact activities or functions deemed essential to the agency;
- b. a description of the employee's high or unique qualifications or the special need for the employee's services, as applicable;
- c. the criteria used to determine the amount of repayment; the minimum repayment amount needed to ensure the acquisition or retention of the employee's services; and the term of the service agreement; and
- d. an explanation of the extent to which other available recruitment or retention incentives were considered or offered.

The Chief Executive Officer must request each student loan repayment in writing through the Regional Director, who will approve or disapprove the request. If the request is approved, it is forwarded to the Assistant Directors of the Human Resource Management Division (HRMD) and the discipline involved (Attachment 3-31) for final approval.

The Bureau General Counsel, with concurrence from the Assistant Director, HRMD, must approve student loan repayments for attorneys and law clerks.

Upon approval, the servicing HRM Office prepares an SF-52 to authorize the payroll office to make payment on the student loan and to document the action in the employee's Official Personnel Folder.

The Chief Executive Officer, or designee, is responsible for initiating payment, upon approval, for the first three years of eligibility up to the accumulated sum of \$18,000. After the third year, the determination to extend the student loan repayment beyond the \$18,000 payment will require a new Repayment Agreement and a brief certification statement from the servicing HRM Office that all previous eligibility requirements are still being met. The Regional Director must approve a determination to continue or discontinue a student loan repayment and have it forwarded to the HRMD Staffing Section, for concurrence with the Assistant Director, HRMD.

For regional office positions, the above steps apply, with the request originating with the Regional Director and sent to the Assistant Director, HRMD for concurrence with the Assistant Director of the discipline involved. For Central Office positions, the above steps apply, with the request originating with the Assistant Director and sent to the Assistant Director, HRMD, as applicable.

For candidates recruited and offered a new appointment, approving officials must approve the student loan repayment **before** the employee **enters on duty**.

Records justifying student loan repayments must be maintained for three years following final approval.

8. **CRITERIA FOR PAYMENT.** The recommending and approving officials will consider the following factors, as applicable:

- ! the candidate's or employee's qualifications;
- ! funds available for repayment;
- ! the success of recent efforts to recruit/retain candidates with qualifications similar to those the employee possesses;
- ! the availability in the labor-market of candidates for employment who, with minimal training or disruption of

mission accomplishment, can perform the duties and responsibilities of the employee's position;

- ! the relative advantages and disadvantages (both for the Bureau and the employee) of repaying student loans, as compared with other available recruitment or retention incentives;
- ! the need to maintain a balanced workforce in which women and members of racial and ethnic minority groups are appropriately represented.

**9. NATIONAL FINANCE CENTER (NFC) REQUIREMENTS.** Employees receiving this benefit are responsible for submitting the lending institution's electronic fund transfer (EFT) routing number and loan account number to the HRM Office. Prior to submitting this information to NFC, HRM Offices must verify the outstanding student loan balance and lending institution account number.

HRM Offices must submit requests to NFC on the Payroll Action Request Form (AD-343). Upon processing, the lump sum payment will be forwarded to the lending institution through EFT. HRM Offices must contact NFC for the date of payment to determine the beginning date of the service agreement for the employee.

The employee's Federal income tax withholding rate in effect at NFC will be applied if it is less than the 28% Federal tax rate. If not, the 28% Federal tax rate will be applied.

Employees interested in having their student loan repayment disbursed annually, semi-annually, or quarterly to the lending institution should indicate their preference in the Repayment Agreement. The HRM Office must notify NFC of the payment arrangement.

Annually, HRM Offices must verify outstanding loan account balances and determine the account is not in default, thus ensuring proper payment by NFC. For further guidance on NFC procedures, refer to HRSAG Systems Notice #2001-13.

**10. DEPARTMENT OF JUSTICE REPORTING REQUIREMENTS.** The Staffing Section, HRMD, must submit a DOJ-required annual student loan repayment report to DOJ on November 15. This documentation must be available for OPM review upon request and include sufficient information to clearly justify the student loan repayment.

Moreover, it must explain the criteria used to determine the need

for repayment and describe the candidate's qualifications in sufficient detail. To justify the student loan repayment and to comply with DOJ reporting requirements, **all** requests must be in the format **outlined in Attachment 3-31**.

U. S. Department of Justice  
Federal Bureau of Prisons

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Washington, DC 20534

MEMORANDUM FOR (NAME), ASSISTANT DIRECTOR  
HUMAN RESOURCE MANAGEMENT DIVISION

THROUGH: Regional or Assistant Director

FROM: Warden

SUBJECT: Student Loan Repayment

A student loan repayment is requested for **(name)**, **(intended position)**, **(intended location)** in the amount of **(amount)**.

The following brief narrative is provided concerning this request.

- (a) An explanation of the difficulty the Bureau would face in the absence of loan repayment in filling the position with a highly-qualified employee, or retaining a highly qualified employee, including applicable indicators/areas such as:
  - ! the success of efforts to recruit/retain high quality candidates in similar positions;
  - ! offer acceptance rates,
  - ! the proportion of positions filled,
  - ! the length of time required to fill the position, and
  - ! the vacancy rate;
- (b) evidence of local difficulty in recruiting or retaining staff in this position, including the separation rate in comparison to local/national levels;
- (c) a description of the employee's high or unique qualifications or the special need for the employee's services, as it relates to the position;

- (d) the criteria used to determine the amount of repayment;  
and
- (e) an explanation of the extent to which other available  
recruitment or retention incentives were considered or  
offered.

Action: Approved \_\_\_\_\_ Disapproved \_\_\_\_\_

Date: \_\_\_\_\_ Signature: \_\_\_\_\_  
Assistant Director, (insert  
discipline)

Action: Approved \_\_\_\_\_ Disapproved \_\_\_\_\_

Date: \_\_\_\_\_ Signature \_\_\_\_\_  
Assistant Director, Human Resource  
Management Division

If approved:

Amount Offered \$ \_\_\_\_\_ per year for \_\_\_\_\_ year(s).

**FEDERAL BUREAU OF PRISONS  
STUDENT LOAN REPAYMENT AGREEMENT**

In consideration of the repayment of my outstanding federally-insured student loan balance as described below,

**I (insert employee's name)** agree to remain in the service of the Bureau of Prisons for a period of **(insert term of 36 months or 12 months for supplemental agreements)**, beginning on the date that the repayment is made. The loan(s) subject to this agreement is not/are not in default.

I enter into this agreement with the understanding that:

- ! The loan repayment schedule will be as follows: the Bureau of Prisons will repay \$ **(insert dollar amount)** in outstanding federally-insured student loans directly to **(insert name of an source)** in **(amount and payment frequency) (e.g., one repayment of \$6,000 in Fiscal year 2001 and one repayment of \$6,000) in Fiscal year 2002)**;
- ! Appropriate tax withholding will be made at the time of each payment;
- ! I am responsible for any applicable taxes on repaid amounts;
- ! I am responsible for the repayment of any outstanding loan amounts not covered by the loan repayment schedule, and for any applicable late fees.
- ! If I'm a new employee, I must successfully complete Introduction to Correctional Techniques prior to a student loan repayment being made to the lender.

I will lose eligibility for continued loan repayment benefits if I:

- ! separate from the Bureau;
- ! the loan goes into default;
- ! do not maintain a fully successful job performance level, as reflected in my most recent performance rating;
- ! depart from the education-required occupation for which the student loan was approved, if applicable; or

! violate any of the conditions of this agreement.

I agree to reimburse the Government for any repaid amounts if I do not complete this period of service due to:

- ! voluntary departure from the Department of Justice;
- ! voluntary separation or transfer from the Department of Justice to enter service in another federal agency; or
- ! involuntary separation on account of misconduct or performance.

I request the student loan repayment to the lending institution be disbursed in one of the following methods:

- ! \_{ } Annually
- ! { } Semi-Annually
- ! { } Quarterly

In addition, I understand that:

- ! I may request a waiver of any required reimbursement to the Government;
- ! I must notify the local HRM Office and provide documentation if I renegotiate the terms or conditions (e.g., payment schedule, amount paid) of my student loan with the lender.
- ! This agreement in no way constitutes a right, promise, or entitlement for continued employment or, if applicable, non-competitive conversion to the competitive service; and
- ! Payments beyond the initial service agreement will require a supplemental service agreement.

---

Signature/Date

WITNESS (HRM REPRESENTATIVE):

---

Signature/Title/Date

**Note:** This agreement should be filed on the left side of the OPF.

**STUDENT LOAN REPAYMENT**

Amount	Up to \$6,000 per calendar year for the first three years of repayment (up to a maximum amount of \$18,000). Subsequent amounts up to \$6,000 not to exceed a maximum amount of \$40,000. Amounts paid in a lump sum to employee's lender.
Eligibility	Candidates offered employment and current Bureau of Prisons employees who will/currently occupy positions as: -Permanent employees; -Temporary employees serving on appointments which can be converted to term or permanent appointments; -Term employees with at least three years left on their appointment; or -Employees serving on excepted appointments which can be converted to term, career, or career conditional appointments (i.e., Career Intern, VRA).
Service Agreement	Thirty-six months. For payments beyond 36 months (i.e., \$18,000), an additional 12 months of service will be required for each whole increment of \$6,000 paid.
Approvals	Case-by-case basis with written documentation. The Assistant Director, HRMD has been delegated general approving authority by the Director with the Assistant Director over the discipline.
Approval Levels:	
General Schedule and Wage Grade (Except Attorneys)	Request in writing by the Regional or Assistant Director. Approved by the Assistant Director, HRMD and the Assistant Director over the discipline.
Attorney	The Bureau of Prisons General Counsel will submit to the Assistant Director, HRMD for conference and final approval.
Schedule C of the Excepted Service	Ineligible.
Reports	Bureau of Prisons submits an annual report to DOJ Director, Personnel Staff no later than November 15, covering the preceding fiscal year.