



**HUMAN RESOURCES MANAGEMENT POLICY  
FEDERAL STUDENT LOAN REPAYMENT PROGRAM**

**POLICY NUMBER: 3410.1A**

U.S. DEPARTMENT OF TRANSPORTATION

**PIPELINE AND HAZARDOUS MATERIALS  
SAFETY ADMINISTRATION**

**ORIGINATING OFFICE: OFFICE OF HUMAN RESOURCES**

**EFFECTIVE DATE: August 23, 2012**

A handwritten signature in blue ink, appearing to read "C. Quarterman", is written over a horizontal line.

Cynthia L. Quarterman  
Administrator, PHMSA

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**OVERVIEW:**

This policy establishes procedures governing the implementation of the U.S. Department of Transportation (DOT) Federal Student Loan Repayment Program for eligible PHMSA applicants and employees. This incentive is being made available to attract the best-qualified candidates to fill position vacancies and to retain outstanding employees who intend to separate from the Federal Government.

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## **1.0 INTRODUCTION**

### **1.1 Purpose**

This policy establishes procedures governing the implementation of the U.S. Department of Transportation (DOT) Federal Student Loan Repayment Program for eligible PHMSA applicants and employees. This Program is one of several tools PHMSA uses to manage its workforce strategically.

### **1.2 Authorities**

1. Title 5, United States Code (U.S.C.) 5379, Student Loan Repayments
2. 5 Code of Federal Regulations (CFR) Part 537, Repayment of Student Loans
3. Departmental Personnel Manual (DPM), Chapter 537, Repayment of Student Loans within the U.S. Department of Transportation (DOT)

### **1.3 Delegation of Authority**

In accordance with Departmental policy, the authority to approve student loan repayments is delegated to the Administrator. The Administrator may delegate this authority to a designated official. The designated official must be no lower than the level of Associate Administrator (e.g., delegation to the Associate Administrator for Administration). The delegation of authority must be in writing and forwarded to the Human Resources Division.

## 1.4 Definitions

- 1.4.1 **Federal Direct Student Loan** – The U. S. Department of Education is the lender for these loans. Direct loans include Federal Direct PLUS loans and Federal Direct Stafford loans.
- 1.4.2 **Federal Family Education Loan Program** – These loans are insured by the Department of Education. Loans are privately issued by a bank, credit union, or other lender that participates in the Federal Family Education Loan Programs.
- 1.4.3 **Involuntarily Separated** – A separation initiated by the Agency against the employee's will and without the employee's consent for reasons other than cause or charges of misconduct or delinquency. An involuntary separation includes a separation resulting from the employee's actual inability to do the work following genuine efforts to do so, but does not include a separation under 5 CFR Part 752 or an equivalent procedure for reasons that involve culpable wrongdoing on the part of the employee.
- 1.4.4 **Rate of Basic Pay** – The rate of pay fixed by law or administrative action for the position to which an employee is or will be appointed, before deductions and including any special rate supplement under 5 CFR part 530, subpart C, or similar payment under other legal authority, and any locality-based comparability payment under 5 CFR part 531, subpart F, or similar payment under other legal authority, but excluding additional pay of any other kind.
- 1.4.5 **Rating of Record** – The term rating refers to evaluating an employee's performance against the elements and standards in an employee's performance plan and assigning a summary rating of record. The rating of record is assigned according to procedures included in the organization's appraisal program. It is based on work performed during an entire appraisal period. The rating of record has a bearing on various other personnel actions, such as granting within-grade pay increases and determining additional retention service credit in a reduction in force.
- 1.4.6 **Service Agreement** – A written agreement between PHMSA and an employee, including an applicant to whom a written offer of employment has been made, under which the employee or applicant agrees to be employed with PHMSA for a specific period of not less than 3 years, in return for payments toward a student loan previously taken out by the employee or applicant.
- 1.4.7 **Service Period** – The period of employment under a student loan repayment service agreement. The period may not be less than 3 years.
- 1.4.8 **Student Loan** – (1) a loan made, insured, or guaranteed under parts B, D, or E of Title IV of the Higher Education Act of 1965; or (2) a health education assistance loan made or insured under part A of Title VII of the Public Health Service Act, or under part E of Title VIII of that Act.
- 1.4.9 **Subsidized Loan** – The U.S. Government pays the interest on the loan while the student is in school, during the 6-month grace period, and during periods of authorized deferment.
- 1.4.10 **Unsubsidized Loan** – The student is responsible for paying the interest accrued while the student is in school, during the 6-month grace period, and during authorized periods of deferment.

## 2.0 POLICY

It is the policy of PHMSA to authorize the repayment of student loans of up to \$10,000 per calendar year, subject to a cumulative maximum of \$60,000 per eligible employee to attract and retain a highly-skilled and productive workforce for difficult and hard-to-fill positions. In accordance with applicable laws, regulations and guidance, the following policy is applied:

- a. The repayment of student loans is subject to agency discretion and is intended for use in situations where the failure to offer such payment would make it difficult to attract or retain a highly-skilled employee.
- b. Approval is based upon written documentation that addresses requisite criteria.
- c. The repayments of student loans are contingent upon the employee signing a service agreement to remain in service with PHMSA for a specified period. The minimum period of employment established under the service agreement must be at least 3 years, regardless of the amount of loan repayment authorized. The recommending official may extend the required 3 year service period.
- d. Student loan repayments may not be used to (1) recruit employees from other Federal agencies; or (2) retain an employee who is likely to leave PHMSA for another position within the Federal government.
- e. When selecting employees and applicants to receive loan repayment benefits, the agency must adhere to merit system principles and take into consideration the need to maintain a balanced workforce in which members of underrepresented groups are appropriately represented in Government service.
- f. Student loan repayments may be authorized for recruitment and retention purposes. However, the determination to authorize student loan repayments should be made on a case-by-case basis. There is no entitlement, either implied or explicit, for an employee to receive the maximum student loan repayment allowable under the law.

In exercising this authority, responsible officials must consider financial/budgetary implications. This policy does not contain guidance on the financial, accounting or budgetary aspects of payment.

### 2.1 Employee Eligibility

PHMSA may authorize the repayment of student loans to the following categories of employees:

- Permanent employees;
- Employees serving term appointments with at least three years remaining on their appointments;
- Employees serving in excepted service appointments with non-competitive conversion to term, career, or career-conditional appointments (i.e., Presidential Management Fellow, Veterans' Recruitment Appointments (VRAs), and employees serving under the Pathways Program; or
- Temporary employees under 5 CFR 315.704, Conversion to Career or Career-Conditional Employment, who are serving in appointments leading to conversion to term or permanent appointments.

### 2.1.1 *Exclusion of Eligibility*

PHMSA may not authorize the repayment of student loans to an employee serving in a position which has been excepted from the competitive service by reason of its confidential, policy-determining, policy-making, or policy-advocating character (i.e., employees serving under Schedule C appointments).

## 2.2 **Eligible Loans**

Loans made or insured under the Higher Education Act of 1965 include the following:

- **Federal Family Education Loans (FFEL)**
  - Subsidized Federal Stafford Loans
  - Unsubsidized Federal Stafford Loans
  - Federal PLUS Loans
  - Federal Consolidation Loans
- **William D. Ford Direct Loan Program (Direct Loans)**
  - Direct Subsidized Stafford Loans
  - Direct Unsubsidized Stafford Loans
  - Direct PLUS Loans
  - Direct Subsidized Consolidation Loans
  - Direct Unsubsidized Consolidation Loans
- **Federal Perkins Loan Program**
  - National Defense Student Loans (made before July 1, 1972)
  - National Direct Student Loans (made between July 1, 1972, and July 1, 1987)
  - Perkins Loans (made after July 1, 1987)

Loan repayments may only be made for tuition paid to a college or university accredited by a nationally recognized accrediting agency or association, as identified by the U.S. Department of Education.

## 2.3 **Reimbursement for Failure to Satisfy Service**

An employee who receives student loan repayments must comply with the provisions contained in the service agreement or reimburse PHMSA for the amount of any student loan repayment benefits it pays. An employee who, voluntarily or because of performance or misconduct, fails to complete the initial three year period of employment is indebted to the agency and **must** reimburse PHMSA for the full gross amount of student loan repayments. Employees who fail to complete the period of service under an extension (i.e., 4<sup>th</sup> year or 5<sup>th</sup> year), must reimburse PHMSA for the amount of payments received in the extension year only.

## **2.4 Waiver of Reimbursement**

The Administrator (or delegated official) may waive, in whole or in part, a right of recovery of an employee's debt if he/she determines that recovery would be against equity and good conscience or against the public interest. In making this determination, due consideration must be given to the consistency, fairness, and cost to the taxpayer of recovering monies owed to the government.

A waiver may be considered, but is not guaranteed, if an employee accepts a position in another operating administration of the Department.

Repayment is automatically waived when an employee is separated by death, disability retirement, or is unable to continue working because of a disability evidenced by medical documentation acceptable to the Administrator (or delegated official).

## **2.5 Termination of Service Agreement**

The service agreement will be terminated if (1) an employee is demoted or separated for cause (i.e., for unacceptable performance or conduct); (2) receives a rating of record lower than "Exceeded Expectations" or equivalent during the service period; or (3) otherwise fails to fulfill the terms of the service agreement.

PHMSA must notify an employee in writing when it terminates a student loan repayment service agreement. Termination of a student loan repayment is not grievable or appealable. However, this is not meant to extinguish or lessen any right or remedy under Title 5 U.S.C., Chapter 12 or any other law referred to in 5 U.S.C. 2302(d), Prohibited Personnel Practices.

## **3.0 ROLES AND RESPONSIBILITIES**

### **3.1 Director of Human Resources**

The Director of Human Resources (PHMSA) is responsible for providing guidance and policy and for ensuring compliance with applicable laws and regulations.

### **3.2 Human Resources Division**

The Human Resources Division (PHMSA) is responsible for reviewing all recommendations for student loan repayments and ensuring that requests meet Departmental and Office of Personnel Management (OPM) regulatory requirements.

### **3.3 Recommending Officials**

The Recommending Officials (Deputy Administrator, Associate Administrators, Chief Safety Officer, and the Chief Counsel) are responsible for reviewing and submitting recommendations for student loan

repayments covered by this guidance. The Recommending Officials must consider a number of factors when submitting requests, including the criteria set forth in this order, the availability of highly qualified applicants or employees, and organizational/budgetary constraints.

### **3.4 Administrator**

The Administrator (or a delegated official) is delegated authority to review and approve student loan repayments.

### **3.5 Employee**

The employee is responsible for making loan payments on the portion of the loan(s) that continues to be the employee's responsibility. Payments under this policy do not exempt an employee from responsibility and/or liability for any loan(s) the individual has taken out. Loan payments will be reflected on employee Form W-2, Tax and Wage Statement. The employee will also be responsible for any income tax obligations resulting from the loan repayment benefit.

## **4.0 PROCEDURES**

### **4.1 Recruitment**

Student loan repayments authorized for recruitment purposes must be based upon written justification that, in the absence of such a bonus, it would be difficult to attract a highly-qualified candidate into the Federal service. Each determination (including the amount to be paid) must be made before the employee enters on duty in the position for which he/she was selected.

#### **4.1.1 Criteria**

In determining whether repayment of a student loan is appropriate for recruitment purposes and the amount of such payment, the following factors must be considered:

- Difficulty encountered in filling the position, such as the success or failure of recent efforts to recruit high quality candidates, the length of time required to fill the position, and offer/acceptance rates; the proportion of positions filled, and the length of time required to fill similar positions;
- Recent turnover, i.e., the number and/or frequency of losses in the position, or in similar positions;
- Employment trends and labor-market factors, such as location, comparative salaries, and the economy in the area that may affect the agency's ability to recruit a sufficient number of qualified candidates;
- The value of the candidate because of special or unique competencies/qualifications for the position; and
- Other supporting factors.



#### 4.1.2 Approval Determination/Documentation

For each determination to repay a student loan for recruitment purposes, the recommending official **must** document all of the following factors in writing:

- . The severity of the recruiting problem;
- . The importance/criticality of the position to be filled and the effect on the agency if it is not filled or if there is a delay in filling it;
- . Projected cost of further recruitment effort if the candidate does not accept the position;
- . The extent of the individual's past training and experience, or quality of education as indicated by the candidate's GPA, that serves to qualify the individual for the position; and
- . Budget availability.

#### 4.2 Retention

Student loan repayments authorized to retain an employee must be based upon a written justification that (1) the employee possesses unusually high or unique qualifications, or a special need of the agency makes it essential to retain the employee's services; and (2) the employee would be likely to leave the Federal service (for any reason, including retirement) in the absence of offering student loan repayment benefits. Evidence that an employee is likely to leave Federal Service may include a job offer from a private company or other similar evidence of intent to depart. Further, a student loan may be paid only when the employee's rating of record (or an official performance appraisal or evaluation under a system not covered by 5 U.S.C. chapter 43 or 5 CFR part 430) is at least "Exceeds Expectations" or equivalent and there is no performance or conduct action pending against the employee.

##### 4.2.1 Criteria

In determining whether repayment of a student loan is appropriate for retention purposes and the amount of such payment, the following factors must be considered:

- . Employment trends and labor market factors, such as the availability and quality of candidates in the labor market possessing the competencies required for the position and who, with minimal training, cost, or disruption of service to the public, could perform the full range of duties and responsibilities of the employee's position at the level performed by the employee;
- . The success of recent efforts to recruit candidates and retain employees with qualifications similar to those possessed by the employee for positions similar to the position held by the employee;
- . The extent to which the employee's departure would affect the agency's ability to carry out an activity, perform a function, or complete a project the agency deems essential to its mission;
- . The value of the candidate because of special or unique competencies/qualifications for the position;
- . Comparative salaries typically paid outside the federal government; and
- . Other supporting factors.

#### **4.2.2 Approval Determination/Documentation**

For each determination to repay a student loan for retention purposes, the recommending official **must** document all of the following factors in writing:

- Salary levels reported in published salary surveys for comparable non-Federal positions;
- Salary documented in a competing job offer;
- The importance/criticality of the position and the effect on the agency if the employee were to leave;
- The projected cost of recruitment and training associated with replacement of the employee;
- The employee's length of service with PHMSA; and
- budget availability.

#### **4.3 Approval Procedures for Recruitment or Retention**

To request authorization to repay a student loan, the recommending official must submit a written justification to the Human Resources Division. The justification must include the following information:

- Candidate's name;
- Position Title/Series/Grade;
- Justification for a student loan repayment that conforms to the applicable criteria referenced.
- Payment amount;
- Length of service period; and
- Other supporting documentation, as applicable.

The Human Resources Division will review the written justification to ensure that it is consistent with the criteria stated in this policy. The servicing HR Specialist will draft an action memorandum for signature from the Director of Human Resources, through the Associate Administrator for Administration, to the Administrator (or delegated official) for review and approval.

Once the request is approved or disapproved by the Administrator (or delegated official), the Human Resources Division is responsible for maintaining the original documents for recordkeeping and reporting requirements.

Please contact your servicing HR specialist for additional information or guidance.

#### **4.4 Payment**

Payments may be applied only to the indebtedness outstanding at the time the agency and the employee enter into a written service agreement, and may not begin before the employee enters on duty with the agency. Student loan repayment benefits are in addition to the rate of basic pay, and any other form of compensation otherwise payable to the employee involved.

In determining the size of the loan payments, PHMSA must take into account the employee's value to the agency, and how far in advance the agency can commit funds. If budgetary considerations are an issue,

PHMSA has the discretion to determine the repayment benefit amount given to an employee each year. This type of arrangement must be included in the written service agreement with the employee.

#### 4.5 Tax Withholdings

Tax withholdings must be deducted or applied at the time any payment is made. Tax withholdings may not be spread out over time. The impact of tax withholdings on an employee's paycheck may be lessened in one of the following ways:

- The agency may make smaller payments at periodic intervals throughout the fiscal year rather than issuing payments in one lump sum;
- The employee can write a check to the paying agency to cover their tax liability rather than have the tax liability withheld from the employee's paycheck; or
- The agency can deduct the amount of taxes to be withheld from the loan repayment benefit before issuing payment to the holder of the loan.

A loan repayment recipient is advised to consult the Internal Revenue Service or tax advisor for further details concerning these options as well as the tax withholding implications of payments under this policy.

#### 4.6 Repaid Loans/Payment Procedures

Before authorizing student loan repayments, PHMSA Human Resources Division must verify with the holder of the loan that the employee has an outstanding student loan that qualifies for repayment under this policy (See [Appendix B](#) for Outstanding Loan Information). The agency must verify remaining balances to ensure that loans are not overpaid. Student loan payment(s) **must** be made directly to the lending institution holding the loan on behalf of the employee. The agency may repay more than one loan as long as the loan repayments do not exceed the limits stated in this guidance.

#### 4.7 Service Agreement

Before receiving payment on a student loan, the agency must require an employee to sign a written service agreement (See [Appendix A](#) for Service Agreement) to complete a specified period of employment with PHMSA. The minimum period of employment established under the service agreement must be least three years, regardless of the amount of loan repayment authorized. The recommending official may extend the required three year service period, however, the service agreement must document the basis for determining the length of service. The required service period will begin the date PHMSA makes the first student loan repayment and will be extended one year for each additional year the employee receives a loan repayment.

The service agreement must specify:

- The required period of service, which will be expressed in years,
- Payment amount,
- Conditions under which an agreement will be terminated by the agency if the employee does not complete the service agreement, and

- Conditions under which the employee would be required to repay the Agency, and how repayment will be computed.

In addition to the service requirements outlined above, the service agreement may specify other terms and conditions applicable to the employee and/or agency.

A service agreement made under this policy in no way constitutes a right, promise, or entitlement for continued employment or noncompetitive conversion to the competitive service. This language must be stated in the service agreement.

## **5.0 REPORTING**

All student loan repayments made under these provisions are required to be reported annually to the Office of Personnel Management (OPM). Information is made available to the Departmental Office of Human Resource Management or OPM upon request to ensure compliance with annual reporting requirements.

Before January 1<sup>st</sup> of each year, PHMSA's Human Resources Division is required to submit a written report to OPM through the Departmental Office of Human Resource stating when the agency made student loan repayments on behalf of an employee during the previous fiscal year. The report must include the following information:

- The number of employees selected to receive this benefit,
- The job classifications of the employees selected to receive benefits under this policy, and
- The cost to the Federal government for providing benefits under this policy.

## **6.0 RECORDS**

PHMSA's Human Resources Division is required to maintain a record of each student loan repayment determination. The records must contain the employee's name, the amount of payment, justification for approval, and the original service agreement. These documents must be made available and subject to review upon request by the Departmental Office of Human Resource Management or OPM. These records may be destroyed after 3 years or after OPM formally evaluates the program (whichever comes first).

Copies of the service agreement(s) and supporting justification will be filed on the left side of the employee's Official Personnel Folder (OPF). Additional copies of the agreement will be provided to the employee and recommending official.

Individual offices may maintain additional information as they deem useful and appropriate subject to the provisions of Privacy Act of 1974, as amended.

**APPENDIX A: SERVICE AGREEMENT - STUDENT LOAN REPAYMENT**



U.S. Department  
Of Transportation

**Service Agreement - Student Loan Repayment**

**Pipeline and Hazardous Materials  
Safety Administration**

Name of Employee:	Effective Date	Completion Date
Organizational Location (Office/Division):		
Position Title/Series/Grade		
Payment Amount: \$		
Payment Intervals:		

The U.S. Department of Transportation (DOT), Pipeline and Hazardous Materials Safety Administration (PHMSA), under provisions of Title 5, United States Code (U.S.C.), authorize student loan repayment benefits to the undersigned employee under the conditions and terms of this agreement.

In consideration of this payment, I \_\_\_\_\_ hereby agree to remain in the service of the Pipeline and Hazardous Materials Safety Administration for \_\_\_\_\_ years, following the effective date of this agreement.

In return for the payment specified above, I agree to accept the terms specified below:

1. I understand the student loan repayment benefits made on my behalf will not exceed \$10,000 per calendar year, or cumulative \$60,000.
2. I understand repayments may only be applied to indebtedness outstanding at the time I enter into this service agreement with PHMSA.
3. I understand that PHMSA is authorized to verify the status and outstanding balance of each loan and to discuss the terms with the lender or note holder.
4. I understand that I am responsible for making loan payments on the portion of the loan that continues to be my responsibility.
5. I understand that this agreement does not exempt me from my responsibility and/or liability for the loan.
6. I understand that I am responsible for any income tax obligations resulting from the student loan repayment benefit.

7. I understand PHMSA is not responsible for any late fees assessed by the lender if the student loan repayment benefit is not received on time.
8. I understand this service agreement in no way constitutes a right, promise, or entitlement for continued employment or non-competitive conversion to the competitive service, if serving on an excepted service appointment. Acceptance of this agreement does not alter the conditions or terms of employment; accordingly, this agreement will not preclude or limit PHMSA from effecting personnel actions as appropriate.
9. I understand that this agreement **will** be terminated if (1) I am demoted or separated for cause (i.e., for unacceptable performance or conduct); (2) I receive a rating of record lower than "Exceeded Expectations" or equivalent during the service period; or (3) I otherwise fail to fulfill the terms of the service agreement.
10. I understand I will be notified in writing if PHMSA terminates my student loan repayment service agreement.
11. I understand that if the agreement is terminated during the initial 3 year period of employment, I am indebted to the agency and **must** reimburse PHMSA for the full gross amount of student loan repayments. If the agreement is terminated during a 1 year extension (i.e., 4<sup>th</sup> year or 5<sup>th</sup> year), I must reimburse PHMSA for the amount of payments received in the extension year only.
12. I understand that if I voluntarily leave PHMSA before the end of this service period, I am indebted to the agency and **must** reimburse the agency by the same conditions stated above.
13. In case of violation of this agreement, as a result of failure to meet the terms and conditions, any amount due to PHMSA may be withheld from monies owed to me by the United States Government, or may be recovered by such other method as approved, by law, unless repayment is waived, in whole or in part, by PHMSA.
14. I understand I must serve a minimum of 3 years with PHMSA, regardless of the amount of payment authorized.
15. I understand if student loan repayments are made beyond 3 years, my service agreement will be extended by one year for each payment made beyond the 3<sup>rd</sup> year.

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I certify that I have read and understand and hereby agree to the terms and conditions of this agreement.

\_\_\_\_\_  
(Approving Official) (Date)

\_\_\_\_\_  
(Printed Name of Employee) (Date)

\_\_\_\_\_  
(Signature of Employee) (Date)

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*Distribution of Copies*

Original – Human Resources Division  
Copy – Supervisor

Copy – Employee  
Copy – Electronic Official Personnel Folder

**APPENDIX B:                   OUTSTANDING LOAN INFORMATION**  
**STUDENT LOAN REPAYMENT PROGRAM**

NAME: \_\_\_\_\_  
SSN: \_\_\_\_\_

The following information is required for each of the lender(s) of loan(s) being considered under the Student Loan Repayment Program. **Please fill out one form for each outstanding loan.**

**LOAN INFORMATION:**

- Name of Federally funded loan (i.e., Federal Stafford Loan, Federal Plus Loan, Federally Insured Student Loan, etc.):  
\_\_\_\_\_
- Date Loan was obtained: \_\_\_\_\_ Remaining Balance: \_\_\_\_\_
- Loan Number: \_\_\_\_\_

Name, address, and telephone number for the lending institution holding the loan, e.g., bank, educational institution:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name, address, and telephone number of servicing agent of the loan to whom payments are sent, if different from above:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name, title, and telephone number of authorized official for the lending institution:

\_\_\_\_\_  
\_\_\_\_\_

Federal Tax Identification Number or EIN (Required for sending payments)

\_\_\_\_\_

“This information is subject to the Privacy Act of 1974, as amended.”