

**IRS STUDENT LOAN REPAYMENT PROGRAM SERVICE AGREEMENT**

|                                 |             |
|---------------------------------|-------------|
| <b>Name (First Middle Last)</b> | <b>SEID</b> |
|---------------------------------|-------------|

Per 5 CFR 537.106(b), IRS may make loan payments only for student loan debts that are outstanding at the time IRS and the employee enter into a service agreement. Before authorizing loan payments, IRS must verify with the holder of the loan that the employee has an outstanding student loan that qualifies for repayment under this part. IRS must verify remaining balances to ensure that loans are not overpaid.

Per 5 CFR 537.106(c), the maximum amount of the student loan repayment benefit is up to \$10,000 per employee, per calendar year, not-to-exceed \$60,000 per employee. This agreement will continue in effect until the terms and conditions have been satisfied or IRS determines that funding is no longer available.

Please read each requirement of the IRS Student Loan Repayment Program Service Agreement outlined below carefully and provide your required signature on the last page for your full agreement.

**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 U.S. Office of Personnel Management (5 CFR, Part 537), the policies of the IRS, and the Department of Treasury, I hereby agree to the following:**

1. I understand that, **based on availability of funds**, the amount of the loan repayment by the IRS under this Agreement will be the lesser of \$10,000 per calendar year and a total of \$60,000 or the amount of my outstanding qualified student loan(s), whichever is less. The amount of the loan repayment will be subject to annual reviews and recertifications by the IRS to ensure funds are available and to determine the status of the subject student loan(s).
  
2. I understand that I am required to serve in the IRS a minimum of three years regardless of the amount of the student loan repayment benefits authorized. I understand that 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.

**Impact of leave without pay (LWOP) or other non-pay status**

- A. The service commitment period will be extended by the number of days that an employee is in an unpaid status, including LWOP.
- B. As provided by [5 CFR 353.107](#), absence because of uniformed service or compensable injury is considered creditable toward the required service period upon reemployment.
- C. Employees are required to notify the Student Loan Repayment Program (SLRP) Office, Human Resource Shared Services (HRSS), Go to [OS GetServices](#) > Request Help > Employee Resources > Work-Life Programs > Student Loan Repayment Program (SLRP) > SLRP-Inquires, when they are on or anticipate being in an unpaid leave status.

## **IRS STUDENT LOAN REPAYMENT PROGRAM SERVICE AGREEMENT**

3. I understand that if I only receive one year of benefits, I am still committed to serve within the IRS for 3 years.
4. I understand I need to reapply for all future payments and my eligibility for student loan repayments will be considered based on each application.
5. I understand that **an annual lump-sum** loan payment will be made directly to the lender on my behalf.
6. I understand that loan payments made on my behalf are treated as wages and subject to all applicable taxes, including income, social security, and Medicare taxes. Taxes will be withheld from the payment to the institution.
7. I understand that the IRS is authorized to verify the status and outstanding balance of each loan.
8. I understand that this service agreement in no way constitutes a promise of, or right or entitlement to, appointment, continued employment, or noncompetitive conversion to the competitive service.
9. I understand that this agreement does not alter the conditions or terms of my employment, and it will not preclude or limit the IRS from effecting personnel actions as may be appropriate.
10. I understand that I must maintain a performance rating of Fully Successful or higher to continue to receive repayment benefits, and failure to do so will make me ineligible for Student Loan Repayment Program.
11. I understand that in the event I voluntarily leave the IRS (including to work at another federal agency) or I am involuntarily 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 the IRS for the full amount of any student loan repayment benefits received under this service agreement. The IRS debt collection process may begin immediately after my departure or involuntary separation.
12. **I understand that the Commissioner, Internal Revenue Service (or designee) may waive, in whole or in part, a right of recovery of an employee's debt if he or she determines that recovery would be against equity and good conscience or against the public interest.**
13. I understand that I am responsible for making loan payments on any portion of the loan over and above the amount paid via the student loan repayment benefit.
14. I understand that the student loan repayment benefits received do not exempt me from my responsibility and/or liability for the loan.
15. I understand that the IRS is not responsible for any fees, including late fees assessed by the lender if the lender does not timely receive my student loan repayment benefit.

**IRS STUDENT LOAN REPAYMENT PROGRAM SERVICE AGREEMENT**

- 16. I understand and agree that if payments are made that result in an overpayment (paid in excess of what is due) of my qualified student loan debt included in my SLRP application, I am responsible for returning any and all overpaid benefits to the IRS SLRP office within sixty calendar days of the date of the payment made to the lender.
- 17. I understand that if overpaid benefits are not repaid to the IRS SLRP office within sixty calendar days of the lender's receipt, the IRS debt collection process may begin.
- 18. I understand that I am responsible for all IRS debt collection resulting from my SLRP overpayment, as outlined above, including tax consequences.
- 19. I understand that if the debt collection process begins from failure to timely repay my SLRP overpayment to the IRS, I must return any SLRP benefits I received in the current year and will be ineligible for SLRP benefits in future years.
- 20. I understand that **within 60 business days** after payment has been issued to the lender by the IRS, I must provide a current payment history from the lender to the SLRP office for payment verification. If I fail to provide this information, I must return all SLRP benefits received for the most recent year and will be ineligible for all future SLRP benefits.
- 21. In the event that applicable laws or regulations change that would result in change(s) in terms and conditions of this agreement, the parties hereto mutually agree that this agreement will be subject to them.

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

**Employee Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Print Full Name:** \_\_\_\_\_

To be completed by IRS Student Loan Repayment Program Administration Office

22. This service agreement is effective Date to be input 2023

23. Amount of the Student Loan Repayment issued: \_\_\_\_\_ Date issued: \_\_\_\_\_

**Program Office:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Privacy Act Notice**

**Purpose:** We ask for this information to establish the terms under which you may receive a student loan repayment benefit from the Internal Revenue Service as part of the Student Loan Repayment Program. **Authority:** codified at 5 U.S.C. § 5379, and its regulations at 5 C.F.R. Part 537. The regulations require a service agreement to support agency repayment of student loans. **Disclosure:** the SSN is mandatory since it is the identifier used by the IRS and for the withholding of taxes from your salary. Providing information and signing this agreement is voluntary. **Effect of Non-disclosure:** failure to provide the requested information or to sign this agreement will preclude the authorization of such repayments on your behalf. Providing false or fraudulent information may subject you to penalties.

**Routine Uses:** The Privacy Act of 1974 (P.L. 93-597) requires Federal agencies that maintain a system of records to publish systems of records notices (SORNS Treasury/IRS 36.003) in the Federal Register for records from which information is retrieved by any personal identifier for an individual who is a U.S. citizen. We may disclose your information in accordance with routine uses found in System of Records Notice Treasury/IRS 36.003, General Personnel and Payroll Records, including: to a

## **IRS STUDENT LOAN REPAYMENT PROGRAM SERVICE AGREEMENT**

Federal, state, or local government agency so that the agency may adjudicate your eligibility for a benefit; and to financial institutions for payroll purposes.