

**NEBRASKA COMMISSION ON PUBLIC ADVOCACY
LEGAL EDUCATION FOR PUBLIC SERVICE AND RURAL PRACTICE
LOAN REPAYMENT ASSISTANCE PROGRAM**

2021 Application Packet

Applications are due in the office of the
Nebraska Commission on Public Advocacy on
October 22, 2021, by 5:00 p.m. CDT

No Exceptions

Please read the attached information thoroughly. If you have questions, contact:

Kendra Werth

Nebraska Commission on Public Advocacy

140 No. 8th St., Suite 270

Lincoln, NE 68508

(402) 471-8088

[Email: kwert@ncpa.ne.gov](mailto:kwert@ncpa.ne.gov)

In accordance with the Americans with Disabilities Act, the Commission will provide reasonable accommodation to persons with disabilities. If you need accommodation, please contact the name/address listed above.

Program Application Checklist

Have you included your application in the following order:

- Participant Information Form
- Program Narrative-Optional
- National Student Loan Data System (NSLDS) Documents (www.nsls.ed.gov)
- Citizenship Eligibility Attestation Form
- Service Agreement (Appendix A)
- Proof of Employment Form - For Employment by an Organization (Appendix B)
- Proof of Employment Form - For Self-Employment (Appendix C)
- Program Change of Information Form (Appendix D) (if necessary)
- Fee of \$25.00 made payable to Nebraska Commission on Public Advocacy

PROGRAM GUIDELINES

INTRODUCTION

The Nebraska Legislature revised Neb. Rev. Stat. §§ 7-201, *et seq.* (Cum. Supp. 2018) to fund The Legal Education for Public Service and Rural Practice Loan Repayment Assistance Program (“Program”) to provide educational loan repayment assistance to attorneys who qualify for such assistance.

The purpose of the Program is to recruit and retain qualified attorneys who: 1) are employed by tax-exempt charitable organizations and provide legal services to low-income people; or 2) provide legal services in designated legal profession shortage areas in Nebraska.

The Nebraska Commission on Public Advocacy (“Commission”) is required, among other things, to make loan assistance awards, distribute such awards, and administer the Program.

The Legal Education for Public Service and Rural Practice Loan Repayment Board (“Board”) is required, among other things, to develop and recommend to the Commission rules and regulations that will govern the Program and review qualified applications submitted to it by the Commission and thereafter make recommendations to the Commission.

ELIGIBLE PARTICIPANTS

a. Employment: A participant must be either: 1) a full-time, salaried attorney working for a tax-exempt charitable nonprofit organization in Nebraska whose primary duties are public legal service or 2) a full-time attorney primarily serving in a designated legal profession shortage area in Nebraska. Full-time employment is defined as not less than 75 percent of a 40-hour work week.

b. Legal shortage area: A designated legal shortage area is defined as “a rural area located within any county in Nebraska having a population of less than fifteen thousand inhabitants and not included within a metropolitan statistical area as defined by the United States Department of Commerce, Bureau of Census, and determined by the board to be underserved by available legal representation.” Neb. Rev. Stat. § 7-203 (Cum. Supp. 2018).

c. Underserved area: An attorney who provides legal services in a county or counties with fewer than 15,000 inhabitants but whose primary office is in a county with 15,000 or more inhabitants may be considered for assistance through this Program by identifying the counties served, the counties’ needs for specific legal services, the specific legal services the attorney provides such counties, and the average number of hours per week the attorney

provides such services to such counties. You may provide this information on the Application Information Form on page 10 and attach additional sheets if needed.

d Eligibility: An applicant/participant is eligible to be considered for Program assistance if he or she:

1. Is an attorney licensed in the state of Nebraska, or becomes an attorney licensed in Nebraska within twelve months of becoming a participant;
2. Is a U.S. Citizen or an eligible non-citizen;
3. Has an outstanding balance due on a qualifying loan;
4. Is not in default on any educational loan;
5. Timely submits a program application and supporting documentation for qualifying loans;
6. Agrees to remain employed in either a tax-exempt charitable organization whose primary duties are public legal service or in a designated legal profession shortage area for not less than three years; and
7. Meets all other criteria for loan eligibility, application payment and/or repayment assistance identified by the Commission or the Board to carry out the purposes of the program.

e. Duration of loan repayment assistance and participant service: The Program’s intent is to provide loan repayment assistance to participants for three years. In exchange, participants will provide legal services for three years while: 1) employed by a tax-exempt charitable nonprofit organization in Nebraska whose primary duties are public legal service, or 2) serving in a designated legal profession shortage area.

f. Loan repayment assistance beyond initial three-year commitment: An attorney who received loan repayment assistance through this Program for three years and who for three years remained employed by a tax-exempt charitable nonprofit organization in Nebraska whose primary duties are public legal service or continued serving in a designated legal profession shortage area may be eligible for additional loan repayment assistance through this program. After the initial three year commitment, otherwise eligible participants may receive loan repayment assistance on a year-to-year basis. For each subsequent year the participant receives loan repayment assistance, he or she must commit to provide qualified legal services for an additional year. Participants may receive loan repayment assistance in this manner until he or she has received the Program’s maximum aggregate total of \$42,000.

g. Financial: The Program has no financial eligibility requirements. However, an applicant/participant's annual gross income, student loan debt, and/or student loan debt-to-gross income ratio are factors that may be considered when determining whether and how much assistance will be provided.

h. Years of service: The number of years an applicant/participant has provided legal services in a designated legal profession shortage area or in public service may be considered when determining whether and how much assistance will be provided.

i. Other program assistance: A participant's receipt of assistance from other loan repayment assistance programs is a factor when determining whether and how much assistance will be provided.

AWARDS

In the past, the Commission awarded equal amounts of assistance to all eligible applicants/participants. At its December 4, 2021 meeting, the Commission will consider establishing a base amount of assistance to award all eligible applicants/participants and awarding additional assistance to eligible applicants/participants based on the applicant/participant's financial considerations, years of service, and other program assistance.

QUALIFYING LOANS

Qualifying educational loans means "loans received as an educational benefit, scholarship, or stipend toward a juris doctor degree and either (a) made, insured, or guaranteed by a governmental unit or (b) made under a program funded in whole or in part by a governmental unit or nonprofit institution." Neb. Rev. Stat. § 7-203(3) (Cum. Supp. 2018). The following loans are not included as qualifying educational loans: 1) loans for other than educational purposes, including personal loans, credit card debt, and credit card loans; 2) loans made to the parents of a dependent student (e.g., PLUS loans); and 3) any other type of loan or consolidation to the extent that such loan or consolidation was used to repay or refinance a debt described in preceding sections of this sentence.

SERVICE AGREEMENT

As a condition precedent to assistance under this program, all eligible participants must sign a Service Agreement (Appendix A).

CONTRACT PERIOD

The program award year is for calendar year 2022. The maximum annual loan amount that may be awarded to a participant is \$6,000. The Commission may adjust the maximum loan amount annually to account for inflation and other relevant factors. The maximum lifetime amount a participant may receive under the Program shall be determined by the Commission based on available funds but presently is \$42,000. Once approved for loan assistance, there is no guarantee that a participant will receive assistance in future years.

PAYMENT INFORMATION

Participants must continue to make educational debt payments (interest and/or principal) as promised to the lender during the program award year. Funds awarded under the Program are a supplement to personal student loan obligations. The purpose for this loan repayment assistance is to reduce the principal balance or interest owed on existing student loans and not to provide money to make monthly payments. Payments made on behalf of a participant cannot exceed the total qualifying loan balance. Any loan repayment assistance received by a participant must be paid to the lender. The Commission will not be held responsible for any late fees assessed by the lending institution. Therefore, the participant is responsible to ensure his/her monthly payment is paid in a timely manner.

APPLICATION PROCEDURES

Participants must complete and submit the required documentation and a non-refundable fee of \$25.00 made payable to the Nebraska Commission on Public Advocacy by the deadline. All information submitted in the application is confidential to the extent permitted by law. Participants must re-apply each year to be considered for assistance.

LOAN DISTRIBUTION AND VERIFICATION OF ELIGIBILITY AND REPORTING REQUIREMENTS

Program assistance is expected to be disbursed to participants in December of 2021. As soon as possible, the participant shall apply the full amount of the award to his/her lender. The participant shall send proof of such payment to the Commission no later than 60 days from receipt of the award.

Participants receiving an award are required to submit loan status documentation and proof of continuous qualifying employment semi-annually. These are due by the 15th of the month following the end of each half-year (July 15, January 15). Such loan status documentation must show the name of the lending institution, name of participant, balance of loan, payment due, payment due date, and remittance address, to assure that no loan is in default.

Failure to submit proper documentation by due dates will be considered a breach of the service agreement and may require participant to repay his/her award(s). Any and all legal remedies may be used to enforce this Agreement.

A summary of all required documents to stay qualified under this Program is as follows:
30 days from date of Award = Returned signed Award of Contract;

60 days from date of Award = Submit proof of payment (front and back of cancelled check, statement from lender, etc., which shows that the award received was applied to loan principal);
Semi-Annually = Loan status documentation and verification of continuous qualifying employment.

ADMINISTRATION

The Commission shall administer the Program and may amend this Program at any time, provided the original intent and purpose of the Program is retained. Subject to pertinent statutes, the Commission shall have the discretion to determine:

- a. The attorneys who qualify for the Program;
- b. The amount of eligible loan assistance (award);
- c. The priorities by which awards are made to eligible participants;
- d. The loans that qualify for assistance;
- e. The adequacy of the documentation submitted to be eligible for a loan payment;
- f. The timing and method of payment; and
- g. Circumstances allowing disqualification or reinstatement of any participant in the Program.

LIMITED FUNDS AND PROGRAM FUNDING

In the event there are insufficient funds in the Legal Education for Public Service and Rural Practice Loan Repayment Fund to fund all of the qualified attorneys applying, the available funds will be distributed by priorities determined by the Commission, after conferring with the Board.

Continued operation and award allocations under this Program are contingent upon available funding. If the Commission does not make a subsequent award to a participant because of funding issues, the participant will no longer be bound by the conditions of the award.

INCOME TAX LIABILITY

The participant is responsible for any income tax obligation resulting from the student loan assistance made under this Program. The State of Nebraska will issue an Internal Revenue Services (IRS) 1099-MISC form to each participant of funds and will file the 1099-MISC form to the IRS. The 1099-MISC form is used to report miscellaneous income that does not fall in the category of salary, wages, or tips.

CONTACT INFORMATION

Inquiries about the Program should be directed to:

Kendra Werth, Admin Asst/Fiscal Officer, 402-471-8088
Nebraska Commission on Public Advocacy
140 No. 8th St., Suite 270
Lincoln, NE 68508
(402) 471-8088
kwerth@ncpa.ne.gov

APPLICATION FORM & DOCUMENTS

All required application forms must be completed and submitted for consideration.

Participants will not be notified if their application is deficient, and will not be considered for the current year's funding. Please refer to the Application Checklist to ensure all documents are submitted and the application is assembled in the requested order.

The required application forms are as follows:

1. Participant Information Form
2. Program Narrative-Optional
3. National Student Loan Data System (NSLDS) Documents (www.nsls.ed.gov)
4. Citizenship Eligibility Attestation Form
5. Service Agreement (Appendix A)
6. Proof of Employment Form - For Employment by an Organization (Appendix B)
7. Proof of Employment Form - For Self-Employment (Appendix C)
8. Program Change of Information Form (Appendix D)(if needed)
9. Fee of \$25.00 made payable to Nebraska Commission on Public Advocacy.

The National Student Loan Data System (NSLDS) Document referenced above - Participants must obtain a NSLDS document for each student loan the participant has with a lending institution, including the qualifying student loan in which assistance is requested. NSLDS is the U.S. Department of Education's (ED's) central database for student aid. NSLDS receives data from schools, guaranty agencies, the Direct Loan Program, and other Department of ED programs. Participants can access this document at www.nsls.ed.gov. This site displays information on loan and/or grant amounts, outstanding balances, loan statuses, and disbursements.

APPLICATION PROCESS

Applications are due to the Nebraska Commission on Public Advocacy office no later than 5:00 p.m. (CDT) on October 22, 2021. Include 1 (one) original completed application. An application may be electronically submitted in PDF format.

No late applications will be accepted.

The completed and properly signed applications must be submitted as follows:

Nebraska Commission on Public Advocacy

140 No. 8th St., Suite 270

Lincoln, NE 68508

Attn: Kendra Werth

E-mail: kwerth@ncpa.ne.gov

Fax: (402) 471-8087

APPLICANT/PARTICIPANT INFORMATION FORM

APPLICANT/PARTICIPANT INFORMATION:

Applicant/Participant Name: _____

TOTAL DEBT (with interest): _____ **ANNUAL GROSS INCOME:** _____

Social Security Number: _____

Home Address: _____

City: _____ State: ____ Zip Code + 4 digits: _____ County: _____

Home/Cell Telephone: _____ Work Telephone: _____

E-mail Address: _____

Employer Name/Address: _____

City: _____ State: ____ Zip Code + 4 digits: _____ County: _____

Name of Law School: _____ Attendance Dates: _____

Name of Law School: _____ Attendance Dates: _____

Name of Law School: _____ Attendance Dates: _____

If you are seeking assistance on the basis that you provide legal services in a designated legal profession shortage area, please provide the following information: Where is your primary office located? _____.

Do you have an office or offices in counties populated by fewer than 15,000 inhabitants? If so, please provide the location of such office(s): _____

If you provide legal services in a county or counties with fewer than 15,000 inhabitants, please identify: each county served; each county's need or needs for specific legal services, if any; the specific legal services you provide for each county, if any; and the average number of hours per

week you provide such services to each county, if any. _____

_____.

LOAN INSTITUTION INFORMATION:

Name of Institution: _____

Payment Remittance Address: _____

City: _____ State: _____ Zip Code: _____ Telephone #: _____

RELEASE (to be completed by Applicant/Participant)

I authorize any of my lenders to provide loan information requested by the Commission.

Applicant/Participant: _____ Date of Birth: _____

List/describe any other loan repayment assistance programs in which you are participating and the amount of the award you are receiving annually from each program. If you are participating in a program intended to result in the forgiveness of your principal loan balance and/or interest after you have made monthly payments for a certain period of time, please identify the name of the program, the total number of years you must participate in the program to receive forgiveness, the number of years in which you have participated in such program, and how you will benefit if you receive an award from The Legal Education for Public Service and Rural Practice Loan Repayment Assistance Program.

CERTIFICATION:

I certify that all information provided above is true and accurate as of this date. I acknowledge that falsified information will result in the denial of my assistance request or termination of such contract if I am awarded funds under this Program. I agree to provide additional verification of any information provided as requested.

Applicant/Participant Signature: _____ Date: _____

PROGRAM NARRATIVE (OPTIONAL)

OPTIONAL: Applicant/Participant may submit a narrative in the space provided below with any relevant information not included elsewhere in the application that he/she would like to have taken into consideration.

CERTIFICATION:

I certify that all information provided above is true and accurate as of this date. I acknowledge that falsified information will result in the denial of my assistance request or termination of such contract if I am awarded funds under this Program. I agree to provide additional verification of any information provided as requested.

Applicant/Participant Signature: _____ Date: _____

Citizenship Eligibility Attestation Form

For the purpose of complying with Neb. Rev. Stat. §§ 4-108 through 4-114, I attest as follows:

- I am a citizen of the United States.

—OR—

- I am a qualified alien under the federal Immigration and Nationality Act, my immigration status and alien number are as follows: _____, and I agree to provide a copy of my USCIS documentation upon request.

I hereby attest that my response and the information provided on this form and any related application for public benefits are true, complete, and accurate and I understand that this information may be used to verify my lawful presence in the United States.

PRINT NAME (FIRST, MIDDLE, LAST)

SIGNATURE

DATE: _____

APPENDIX A
SERVICE AGREEMENT

NAME: _____

In consideration of the student loan repayment assistance offered under Neb. Rev. Stat. §§ 7-201-209, *et seq.* I hereby agree as follows:

1. I will remain employed as a full-time, salaried attorney employed by a tax-exempt charitable nonprofit organization in Nebraska whose primary duties involve public legal service or as a full-time attorney primarily serving in a designated legal profession shortage area for a period of not less than three years unless involuntarily separated from my employment. The period of service begins with the effective award date. If I voluntarily leave such position before three years, any money awarded to me must be repaid to the Commission. I further acknowledge that the Commission shall recover from me (or my estate, if applicable) a sum equal to the amount that I am required to repay by such methods as are provided by law for the recovery of amounts owed to the Commission. After three years' participation in the Program, I may apply for additional assistance on a year-to-year basis. For each subsequent year I receive loan repayment assistance, I will provide legal services for an additional year while: 1) employed by a tax-exempt charitable nonprofit organization in Nebraska whose primary duties are public legal service, or 2) serving in a designated legal profession shortage area. Participants may receive loan repayment assistance in this manner until he or she has received the Program's maximum aggregate total of \$42,000.

I will remain a licensed attorney and U.S. citizen or eligible non-citizen.

I will remain employed full-time, which is defined as not less than 75 percent of a 40-hour work week.

2. I understand that I may change employment within the designated three years but must remain employed as described above in paragraph 1 to continue receiving benefits and to satisfy the service agreement. I will be allowed a reasonable break in service when changing employers, not to exceed 30 days. A break in service exceeding 30 days will be subject to review by the Commission and may result in the termination of contract. Periods of leave without pay do not count toward the completion of the required service period upon re-employment. The period of service completion date must be extended by the total time spent in non-pay status. However, absence due to uniformed service in a recognized branch of the United States military, authorized maternity/paternity, FLMA, or compensable injury, are considered credible evidence (within the sole discretion of the Commission) of the required service period upon reemployment. For purposes of this Program, involuntary separation could result from layoff, loss of election, or similar nature. Termination as a result of misconduct or unacceptable performance will not qualify as involuntary separation.

3. I understand that Program funds are a supplement to, not a substitute for, my personal student loan obligations. I understand that amounts to be paid are subject to the availability of funds and my continued eligibility. I understand that if I do not remain eligible, further loan benefits may be denied, although the service obligation and reporting requirements will remain in force. I understand that the Award of this Program in any fiscal year does not guarantee benefits in future fiscal years, and that awards are subject to the availability of appropriations. I understand that any loan assistance made to me may be taxable and subject to withholding.

If the Commission has insufficient funds which prohibit it from being able to fund three years of service and I have complied with all of the conditions of the Award, then I will not be required to pay back the full amount of student loan assistance, and I will no longer be bound by the conditions of the Award.

4. I authorize the Board and the Commission to verify the status, payment history, and outstanding balance of each qualifying loan, and to discuss the terms with the lender or note holder, or predecessors or successors in interest. I understand the terms “qualifying loan” and “student loan” as defined in the Loan Eligibility section of the Application Packet, as well as what loans are not considered eligible for assistance.

5. I understand that the Award of Contract constitutes a contractual agreement between the Commission and me for the award of funds for the intended purpose of this Program. The Commission may terminate this Award without further cause if I fail to affirm acceptance of the Award of Contract by signing and returning it to the Commission within 30 days from the date of the Award of Contract.

6. I agree to provide the appropriate documentation as requested by the Commission to verify the information provided within this application, if necessary. I agree to maintain the application, and supporting documentation pertaining to this application, and make such records available for audit or examination, if necessary. Such records shall be maintained for at least three years following notification by the Commission that the Award has been made. The three year retention period starts from the date of Award by the Commission. If any litigation, claim, audit, or other action involving the records has started before the expiration of the three year period, the records must be retained until completion of the action and resolution of all issues which arise from it or until the end of the regular three year period, whichever is later.

7. I will submit in writing on the Program Change of Information Form (APPENDIX D) any Program changes that I experience during the contract period, subject to approval from the Commission, such as:

- Change in contact information;
- Change in lending institution information;
- Change in employment information; and/or
- Change in supervisor information.

8. I will notify the Commission, without delay, in writing, of my intention to voluntarily separate, resign, or retire from my position as an eligible Participant before completing my service obligation.

9. I will notify the Commission, without delay, in writing, of my status in default of any qualifying loan obligation.

10. I understand that I remain responsible for making regular student loan payments toward my qualifying loans to remain eligible for future Program assistance.

11. I understand that, by law, repayment assistance made to me under the Program cannot exceed \$6,000 in any calendar year. This limitation should not, under any circumstances, be construed as an obligation of said benefits.

12. This Agreement is null and void if I am not selected for Program funds in the year I sign and date this Agreement. I understand that the Commission reserves the right to terminate for cause any contract entered into as a result of this Application by giving written notice to me of the effective date of termination. Cause for termination can include, but is not limited to, my default on contract; misconduct or unacceptable performance; the inability of me to fulfill my obligations under the contract, including meeting reporting requirements; or a determination by the Commission that there are insufficient funds in the Legal Education for Public Service and Rural Practice Loan Repayment Fund to continue to honor the contract. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by me under the contract shall, at the option of the Commission, become property of the State of Nebraska.

13. I understand that an Award of Contract, entered into as a result of this Application, does not bind the Commission for any contractual commitment in excess of the original contract period contained in such an Award of Contract.

14. Privacy Act Notification. This information is provided pursuant to the Privacy Act of 1974 (Public Law 94-579), as amended, for individuals supplying information for inclusion in a system of records. This Agreement and related data are made part of the file to be used within the Commission for record-keeping and management while participating in this Program. The information also may be disclosed outside the Commission, as permitted by the Nebraska Freedom of Information Act, and pursuant to court order. I am asked to provide my Social

Security Number. Failure to submit this will render this Agreement incomplete and I will be considered ineligible to participate in this Program.

I, _____,

agree to the terms of this Service Agreement.

Applicant/Participant's Signature

Date

APPENDIX B
PROOF OF EMPLOYMENT FORM
FOR EMPLOYMENT BY AN ORGANIZATION

This form will need to be submitted semi-annually by approved Participants as proof of continued employment to remain eligible.

Applicant/Participant Name: _____

EMPLOYMENT INFORMATION/SERVICE:

Employer Name/Address: _____

City: _____ State: ____ Zip Code + 4 digits: _____ County: _____

Supervisor Name: _____ Title: _____

Supervisor Telephone #: _____ Supervisor Fax #: _____

Supervisor E-mail: _____ Position Title: _____

Hire Date: _____ Annual Gross Income: _____

I am either employed as a full-time, salaried attorney working for a tax-exempt charitable organization in Nebraska whose primary duties involve public legal service or a full-time attorney primarily serving in a designated legal profession shortage area.

CERTIFICATION:

I certify that all information provided above is true and accurate as of this date. I acknowledge that falsified information could result in the denial of my assistance request or termination of such contract if I am awarded funds under this Program. I agree to provide additional verification of any information provided as requested.

Applicant/Participant Signature: _____ Date: _____

I certify that this individual is a current employee of the above-referenced agency and that all information provided is true and accurate as of this date.

Supervisor Signature: _____ Date: _____

APPENDIX C
PROOF OF EMPLOYMENT FORM
FOR SELF-EMPLOYMENT

This form will need to be submitted semi-annually by approved Participants as proof of continued employment to remain eligible.

AFFIDAVIT OF ATTESTATION

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

Affiant, being first duly sworn upon oath, states:

1. I am either a licensed attorney or will become licensed within twelve months of becoming a Program Participant.
2. I am a U.S. citizen or an eligible non-citizen.
3. I am self-employed full-time, which is defined as not less than 75 percent of a 40-hour work week for purposes of this Program, providing public legal service, and/or am primarily providing legal services in a designated legal profession shortage area.
4. The address of my office is: _____,
City: _____ State: ___ Zip Code + 4 digits: _____
County: _____.

Further Affiant sayeth not.

Affiant

Subscribed and sworn to before me this ____day of _____, 20_____.

Notary Public

(affix seal)

APPENDIX D
CHANGE OF INFORMATION FORM

This form must be submitted if the Participant receiving Program funds experiences a Program change as outlined in the Service Agreement.

Please attach appropriate documentation

Applicant/Participant Name: _____

Please complete only the sections with applicable changes from your approved contract.

Home Address: _____

City: _____ State: ____ Zip Code + 4 digits: _____ County: _____

Home/Cell Telephone: _____ Work Telephone: _____

E-mail Address: _____

LOAN INSTITUTION INFORMATION:

Name of Institution: _____

Payment Remittance Address: _____

City: _____ State: ____ Zip Code: _____ Telephone #: _____

EMPLOYMENT INFORMATION/SERVICE:

Employer Name/Address: _____

City: _____ State: ____ Zip Code + 4 digits: _____ County: _____

Supervisor Name: _____ Title: _____

Supervisor Telephone #: _____ Supervisor Fax #: _____

Supervisor E-mail: _____ Position Title: _____

Applicant/Participant Signature: _____ Date: _____