



Total and Permanent Disability Discharge: Post-Discharge Monitoring

OMB No. 1845-0065
Form Approved
Exp. Date 6/30/2016

William D. Ford Federal Direct Loan (Direct Loan) Program / Federal Family Education Loan (FFEL) Program / Federal Perkins Loan (Perkins) Program / Teacher Education Assistance for College and Higher Education (TEACH) Grant Program

Use this form to provide documentation of your annual earnings from employment during the post-discharge monitoring period.

WARNING: Any person who knowingly makes a false statement or misrepresentation on this form or on any accompanying document is subject to penalties that may include fines, imprisonment, or both, under the U.S. Criminal Code and 20 U.S.C. 1097.

TPD PDM

SECTION 1: APPLICANT IDENTIFICATION

Please enter or correct the following information.

Check this box if any of your information has changed.

SSN [] [] [] - [] [] [] - [] [] [] []

Name

Address

City, State, Zip Code

Telephone ()

E-mail Address (Optional)

SECTION 2: DOCUMENTATION OF EARNED INCOME

Type or print using dark ink. Enter dates as month-day-year (mm-dd-yyyy). Use only numbers. Example: January 31, 2013 = 01-31-2013. Include your name and Social Security Number on any documentation that you submit with this form.

U.S. Department of Education, TPD Servicing, P.O. Box 87130, Lincoln, NE 68501-7130.

Your obligation to repay a discharged loan or complete a discharged TEACH Grant service obligation will be reinstated if you receive annual earnings from employment above the poverty guideline for a family size of two, regardless of your actual family size, for any of the three years following the date on which your loans and/or TEACH Grant service obligations were discharged.

Table with 4 columns: Family Size, 48 States & DC, Alaska, Hawaii. Row 1: 2, \$15,510, \$19,380, \$17,850

Note: If you do not reside in a U.S. state or DC, we will use the poverty guideline for the contiguous 48 states and DC.

Your post-discharge monitoring period begins the day after we grant a discharge of your loans or TEACH Grant service obligation, and ends three years from that date.

1. Complete item 2, based on the following period: [] [] [] - [] [] [] - [] [] [] [] through [] [] [] - [] [] [] - [] [] [] []

2. Did you have income earned from employment during the period described in Item 1? Income from employment includes (1) wages, tips, or other taxable employee pay, or (2) earnings from self-employment.

- Yes - You must provide documentation of all income you receive from employment or self-employment. See Acceptable Documentation below.
No - By signing this form, you are certifying that you had no earned income from employment for the period described in Item 1.

Acceptable Documentation

Do not provide documentation of unearned income, such as income from interest or dividends. Do not report untaxed income, such as Supplemental Security Income, child support, or federal or state public assistance.

- You must provide one piece of supporting documentation for each source of income earned from employment.
Unless the frequency is clearly indicated on the documentation that you provide, write on your documentation how often you receive the income.
If you are submitting documentation of income that you receive on a calendar-year basis, but a portion of the income in the documentation is outside of the period described in Item 1, write on your documentation the amount of the income that you received during the period described in Item 1.
Copies of original documentation are acceptable.
If no documentation of your earned income is available, submit a signed statement explaining the amount and source of your source of earned income.

SECTION 3: APPLICANT UNDERSTANDINGS AND CERTIFICATION

- I understand that: I may be required to repay my discharged loans and/or complete my discharged TEACH Grant service obligation if, during the three-year post-discharge monitoring period, which begins on the date that I receive a discharge, (1) I receive annual earnings from employment that exceed the poverty guideline amount for a family of two in my state, regardless of my actual family size; (2) I receive a new loan under the Direct Loan or Perkins Loan Program or a new TEACH Grant; (3) I receive a disbursement of a Direct Loan, Perkins Loan, or TEACH Grant that was initially disbursed prior to my discharge date and I fail to ensure that the disbursement is returned to the loan holder or (for a TEACH Grant) to the U.S. Department of Education within 120 days of the disbursement date; or (4) the Social Security Administration determines that I am no longer disabled or changes my continuing disability review period to a period that is shorter than 5-7 years or more, after I had been previously determined to be disabled by the Social Security Administration and was receiving SSDI or SSI benefits with a continuing disability review period of 5-7 years or more.
I certify that all of the information I have provided on this form and in any accompanying documentation is true, complete, and correct to the best of my knowledge and belief.

Applicant's or Representative's Signature

Date

Printed Name of Representative (if applicable)

SECTION 4: DEFINITIONS

- A **discharge of a loan** due to a total and permanent disability cancels your obligation (and, if applicable, an endorser's obligation) to repay the remaining balance on your FFEL, Perkins Loan, and/or Direct Loan program loans.
- The **post-discharge monitoring period** begins on the date the U.S. Department of Education grants a discharge of your loan or TEACH Grant service obligation and lasts for three years. If you fail to meet certain conditions at any time during or at the end of the post-discharge monitoring period, the U.S. Department of Education will reinstate your obligation to repay your loan or complete your TEACH Grant service. See Section 5 for more information.
- The **William D. Ford Federal Direct Loan (Direct Loan) Program** includes Direct Subsidized Loans, Direct Unsubsidized Loans, Direct PLUS Loans, and Direct Consolidation Loans.
- The **Federal Perkins (Perkins) Loan Program** includes Federal Perkins Loans, National Direct Student Loans (NDSL), and National Defense Student Loans (Defense Loan).
- The **Teacher Education Assistance for College (TEACH) Grant** provides grants to students who agree to teach full time for at least four years in high-need fields in low-income elementary or secondary schools as a condition for receiving the grant funds. If a TEACH Grant recipient does not complete the required teaching service within eight years after completing the program of study for which the TEACH Grant was received, the TEACH Grant funds are converted to a Direct Unsubsidized Loan that the grant recipient must repay in full, with interest, to the U.S. Department of Education.
- A **representative** is a member of your family, your attorney, a law firm or legal aid society, or another individual or organization authorized to act on your behalf in connection with your total and permanent disability discharge application.

SECTION 5: IMPORTANT INFORMATION ABOUT THE POST-DISCHARGE MONITORING PERIOD AND REINSTATEMENT

POST-DISCHARGE MONITORING PERIOD

If you were granted a discharge, we will monitor your status during the 3-year post-discharge monitoring period that begins on the date the discharge is granted. We will reinstate your obligation to repay your loan(s) and/or to complete your TEACH Grant service if, at any time during the post-discharge monitoring period, you:

- Receive annual earnings from employment that exceed the poverty guideline amount for a family of two in your state, regardless of your actual family size;
- Receive a new loan under the Direct Loan Program or Perkins Loan Program, or a new TEACH Grant;
- Receive a disbursement of a Direct Loan, Perkins Loan, or TEACH Grant that was initially disbursed prior to your discharge date and fail to ensure that the disbursement is returned to the loan holder or (for a TEACH Grant) to us within 120 days of the disbursement date; or
- Receive a notice from the Social Security Administration (SSA) indicating that you are no longer disabled or that your continuing disability review will no longer be 5 to 7 years or more from the date of your last SSA disability determination (after you had been previously determined to be disabled by the SSA, were receiving SSDI or SSI benefits, and had a continuing disability review period of 5-7 years or more from the date of your last SSA disability determination).

During the 3-year post-discharge monitoring period, we will monitor the National Student Loan Data System (NSLDS) to determine whether you have received a new loan under the Direct Loan Program or the Perkins Loan Program or a TEACH Grant, or whether you have failed to ensure that a loan or TEACH Grant disbursement was returned to the loan holder or (for a TEACH Grant) to us within 120 days of the disbursement date.

During the 3-year post-discharge monitoring period, you (or your representative) must:

- Promptly notify us if your annual earnings from employment exceed the poverty guideline amount for a family of two in your state, regardless of your actual family size;
- Promptly notify us of any changes in your address or telephone number;
- Provide us with documentation of your annual earnings from employment, on a form that we will provide; and
- Promptly notify us if you had been previously determined to be disabled by the SSA, were receiving SSDI or SSI benefits, and had a continuing disability review period of 5 to 7 years or more from the date of your last SSA disability determination, but the SSA determines that you are no longer disabled or changes your continuing disability review period to a period that is shorter than 5 to 7 years.

REINSTATEMENT OF OBLIGATION TO REPAY A LOAN OR COMPLETE TEACH GRANT SERVICE

If you do not meet the requirements outlined above at any time during or at the end of the post-discharge monitoring period, we will reinstate your obligation to repay your loans and/or to complete your TEACH Grant service. If your loan is reinstated, you will be responsible for repaying your loans to us in accordance with the terms of your promissory note(s). Your loans will be returned to the status that would have existed if we had not received your total and permanent disability discharge application. However, you will not be required to pay interest on your loans for the period from the date of the discharge until the date your repayment obligation was reinstated. We will be your loan holder. If your TEACH Grant service obligation is reinstated, you will again be subject to the requirements of your TEACH Grant Agreement to Serve. If you do not meet the terms of that agreement and the TEACH Grant funds you received are converted to a Direct Unsubsidized Loan, you must repay that loan in full, and interest will be charged from the date(s) that the TEACH Grant funds were disbursed. If your obligation to repay your loans or complete your TEACH Grant service obligation is reinstated, we will notify you of the reinstatement. This notification will include:

- The reason or reasons for the reinstatement;
- For loans, an explanation that the first payment due date on the loan following the reinstatement will be no earlier than 60 days following the date of the notification of reinstatement; and
- Information on how you may contact us if you have questions about the reinstatement, or if you believe that your obligation to repay a loan or complete TEACH Grant service was reinstated based on incorrect information.

SECTION 6: IMPORTANT NOTICES

Privacy Act Notice. The Privacy Act of 1974 (5 U.S.C. 552a) requires that the following notice be provided to you:

The authorities for collecting the requested information from and about you are §421 *et seq.*, §451 *et seq.*, §461 *et seq.*, and §420L *et seq.* of the Higher Education Act of 1965, as amended (the HEA) (20 U.S.C. 1071 *et seq.*, 20 U.S.C. 1087a *et seq.*, 20 U.S.C. 1087aa *et seq.*, and 20 U.S.C. 1070g *et seq.*) and the authorities for collecting and using your Social Security Number (SSN) are §§428B(f) and 484(a)(4) of the HEA (20 U.S.C. 1078-2(f) and 1091(a)(4)) and §31001(i)(1) of the Debt Collection Improvement Act of 1996 (31 U.S.C. 7701(c)). Participating in the Federal Family Education Loan (FFEL) Program, the William D. Ford Federal Direct Loan (Direct Loan) Program, the Federal Perkins Loan (Perkins Loan) Program, and/or the Teacher Education Assistance for College and Higher Education (TEACH) Grant Program and giving us your SSN are voluntary, but you must provide the requested information, including your SSN, to participate.

The principal purposes for collecting the information on this form, including your SSN, are to verify your identity, to determine your eligibility to receive a FFEL, Direct Loan, and/or Perkins Loan program loan or a TEACH Grant, to receive a benefit on a loan (such as a deferment, forbearance, discharge, or forgiveness) or a discharge of a TEACH Grant service obligation, to permit the servicing of your loan(s) or TEACH Grant(s), and, if it becomes necessary, to locate you and to collect and report on your loan(s) if your loan(s) become delinquent or in default. We also use your SSN as an account identifier and to permit you to access your account information electronically.

The information in your file may be disclosed, on a case-by-case basis or under a computer matching program, to third parties as authorized under routine uses in the appropriate systems of records notices.

For a loan or for a TEACH Grant that has not been converted to a Direct Unsubsidized Loan, the routine uses of the information that we collect about you include, but are not limited to, its disclosure to federal, state, or local agencies, to institutions of higher education, and to third party servicers to determine your eligibility to receive a loan or a TEACH Grant, to investigate possible fraud, and to verify compliance with federal student financial aid program regulations.

In the event of litigation, we may send records to the Department of Justice, a court, adjudicative body, counsel, party, or witness if the disclosure is relevant and necessary to the litigation. If this information, either alone or with other information, indicates a potential violation of law, we may send it to the appropriate authority for action. We may send information to members of Congress if you ask them to help you with federal student aid questions. In circumstances involving employment complaints, grievances, or disciplinary actions, we may disclose relevant records to adjudicate or investigate the issues. If provided for by a collective bargaining agreement, we may disclose records to a labor organization recognized under 5 U.S.C. Chapter 71. Disclosures may be made to our contractors for the purpose of performing any programmatic function that requires disclosure of records. Before making any such disclosure, we will require the contractor to maintain Privacy Act safeguards. Disclosures may also be made to qualified researchers under Privacy Act safeguards.

For a loan, including a TEACH Grant that has been converted to a Direct Unsubsidized Loan, the routine uses of this information also include, but are not limited to, its disclosure to federal, state, or local agencies, to private parties such as relatives, present and former employers, business and personal associates, to creditors, to financial and educational institutions, and to guaranty agencies to verify your identity, to determine your program eligibility and benefits, to permit making, servicing, assigning, collecting, adjusting, or discharging your loan(s), to enforce the terms of the loan(s), to investigate possible fraud and to verify compliance with federal student financial aid program regulations, to locate you if you become delinquent in your loan payments or if you default, or to verify whether your debt qualifies for discharge or cancellation. To provide default rate calculations, disclosures may be made to guaranty agencies, to financial and educational institutions, or to federal, state or local agencies. To provide financial aid history information, disclosures may be made to educational institutions. To assist program administrators with tracking refunds and cancellations, disclosures may be made to guaranty agencies, to financial and educational institutions, or to federal or state agencies. To provide a standardized method for educational institutions to efficiently submit student enrollment status, disclosures may be made to guaranty agencies or to financial and educational institutions. To counsel you in repayment efforts, disclosures may be made to guaranty agencies, to financial and educational institutions, or to federal, state, or local agencies.

Paperwork Reduction Notice. According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a currently valid OMB control number. Public reporting burden for this collection of information is estimated to average 0.5 hours (30 minutes) per response, including the time for reviewing instructions, searching existing data resources, gathering and maintaining the data needed, and completing and reviewing the information collection. Individuals are obligated to respond to this collection to obtain a benefit in accordance with 34 CFR 674.61(b) or (c), 34 CFR 682.402(c)(2) or (c)(9), 34 CFR 685.213(b) or (c), and 34 CFR 686.42(b). Send comments regarding the burden estimate(s) or any other aspect of this collection of information, including suggestions for reducing this burden, to the U.S. Department of Education, 400 Maryland Avenue, SW, Washington, DC 20210-4537, or e-mail ICDocketMgr@ed.gov and reference OMB Control Number 1845-0065. **IMPORTANT: Do NOT return the completed Post-Discharge Monitoring form to this address. If you return the completed form to this address, it will delay the processing of your request.**

If you have comments or concerns regarding the status of your individual submission of this form, contact the U.S. Department of Education at 1-888-303-7818.