

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA**

AMERICAN FEDERATION OF
TEACHERS,

Plaintiff,

v.

U.S. DEPARTMENT OF EDUCATION, *et*
al.,

Defendants.

No. 1:25-cv-802-RBW

DECLARATION OF JAMES BERGERON

I, James Bergeron, do declare under penalty of perjury and pursuant to 28 U.S.C. § 1746, that the following is true and accurate to the best of my information and belief:

1. I am the Acting Under Secretary of Education at the United States Department of Education (“Education”). I am a duly authorized Custodian of Records, or other qualified witness for Education, located in Washington, District of Columbia. As such, I am fully competent to make the statements contained in this Declaration. I make this declaration based on my personal knowledge and based on information provided to me in my official capacity.

2. As the Acting Under Secretary of Education, my responsibilities include the coordination of major policies, programs, and activities related to Postsecondary Education and Federal Student Aid. These responsibilities include, but are not limited to, ensuring compliance with a revised preliminary injunction Education anticipates the Eastern District of Missouri will issue, based on the February 18, 2025 opinion from the United States Court of Appeals for the Eighth Circuit in *Missouri v. Trump*, 128 F.4th 979 (8th Cir. 2025).

Education's IDR Repayment Plans

3. Under the Higher Education Act, Education offers federal student loan borrowers a choice of repayment plans established according to varying statutory and regulatory criteria. At issue in this litigation are Education's income driven repayment ("IDR") plans. "IDR" is a blanket term that encompasses income contingent repayment ("ICR") plans and income based repayment ("IBR") plans. There are three ICR plans: "original" ICR, PAYE, and REPAYE (now known as "SAVE"). As detailed in the following paragraphs, Education anticipates that REPAYE/SAVE will soon be enjoined in its entirety. There is only one IBR plan.

The SAVE Litigation

4. In July 2023, Education promulgated a Final Rule that enacted various changes to IDR plans. *Improving Income Driven Repayment for the William D. Ford Federal Direct Loan Program*, 88 Fed. Reg. 43,820, 43,827 (July 10, 2023). One of the regulatory changes in the Final Rule was the establishment of the Saving on a Valuable Education ("SAVE") repayment plan, an ICR plan that replaced the REPAYE plan. As a general matter, SAVE altered monthly payment formulas for enrolled borrowers (with the general effect of lowering monthly payments), waived interest in certain circumstances, and provided for a shortened timeline to loan forgiveness.

5. The Final Rule also enacted regulatory changes whose effects extended beyond SAVE to other IDR plans, including changes affecting the counting of payments made in bankruptcy towards IDR forgiveness (*i.e.*, forgiveness resulting from a borrower's qualifying payments (or the equivalent) while enrolled in an IDR plan), changes affecting the counting of certain forbearances and deferments towards IDR forgiveness, and the treatment of spousal information for all IDR plans, including SAVE. These changes affect all IDR plans, including IBR.

6. The plaintiffs in *Missouri v. Trump* challenged certain SAVE-related provisions of the Final Rule in the Eastern District of Missouri, and obtained a preliminary injunction barring Education “from any further loan forgiveness for borrowers under the Final Rule’s SAVE plan.” Prelim. Inj. at 1, *Missouri v. Trump*, No. 4:24-cv-00520-JAR (June 24, 2024).

7. The Eighth Circuit issued its decision on cross-appeals of the preliminary injunction on February 18, 2025. The Eighth Circuit’s decision instructs the district court to preliminarily enjoin the entire July 2023 Final Rule, not only the provisions related to SAVE. *See Missouri*, 128 F.4th at 998-99.

8. To prepare to comply with the broadened preliminary injunction Education anticipates the Eastern District of Missouri will issue, Education needed to revise both its online and paper applications for IDR plans. The online application is an interactive digital interface whose underlying code needed to be changed to remove effects related to the soon-to-be-enjoined provisions of the Final Rule. The online application interface Education used for REPAYE/SAVE was inextricably intertwined with the application for other IDR plans, and thus had to be revised in its entirety, which required access to it to be temporarily disabled.

9. In addition to the technical changes identified above, both the online and PDF (printable) applications were modified to remove references to the REPAYE/SAVE plans, enrollment in which will no longer be permitted due to the Eighth Circuit’s opinion. The PDF application also included an income information section for married borrowers filing separately. This information is no longer needed. Consequently, the PDF application needed to be revised and had to be temporarily removed. See Attachment A (Old IDR application form).

10. Borrowers who are required to recertify their income and family size to determine their monthly payment amounts under the IDR plans must utilize the online IDR application interface, even if not enrolling in a new repayment plan.

11. In sum, because the online application process for REPAYE/SAVE is inextricably intertwined with the application for other IDR plans, and because the Eighth Circuit's order directed the injunction of provisions that applied to other IDR plans, in order to prepare to comply with anticipated injunction from the Eastern District of Missouri, Education had to temporarily disable the online and paper application process for all IDR plans.

Payment Plan Applications

12. On March 26, 2025, Defendants reopened the online application process, with a revised application, for IDR plans. See U.S. Dep't of Education, *Income-Driven Repayment (IDR) Plan Request*, <https://perma.cc/P8ER-TNN4?type=image> (providing link to apply for an IDR plan and for loan consolidation); U.S. Dep't of Education, *Demonstration for Income-Driven Repayment (IDR) Plan Request*, <https://perma.cc/4BCP-R2SZ?type=image> (demonstration tool showing online application allows for the selection of the IBR, original ICR, and PAYE plans).

13. Education published the PDF versions of the updated IDR form on March 28, 2025. See U.S. Dep't of Education, *Income-Driven Repayment (IDR) Plan Request*, <https://perma.cc/HR9P-CX9Z>. Borrowers can print this form, fill it out manually, and mail it to Education.

Income and Family Size Recertification

14. As described in paragraph 10, borrowers who are required to recertify their income and family size must use Education's online interface to do so.

15. Education directed its contracted loan servicers to move the deadline by which all

borrowers who were required to certify their income and family size after the application became temporarily unavailable and are currently enrolled in the original ICR plan, PAYE, or the IBR plan one year into the future. Servicers are already extending the recertification deadline for affected borrowers. Education expects that its servicers will finish implementing the extension for affected borrowers by April 26, 2025.

16. For borrowers currently enrolled in ICR, PAYE, and IBR whose recertification dates were not extended by their recertification deadline and whose monthly payment amounts increased as a result, Education will adjust their monthly payment amount to equal the amount in place prior to their recertification date by May 10, 2025. Borrowers who did not make payments at the higher amount will be placed in an administrative forbearance that will cover the period of delinquency.

Payment Plan Processing

17. Education directed its servicers to resume placing borrowers that apply for ICR, PAYE and IBR into their respective plans as soon as possible. At present, based on information provided by servicers, Education expects that servicers will be able to resume doing so by May 10, 2025. Education does not currently have an estimated date for when servicers will have completed processing the backlog of IDR applications. This timeline is due to the servicers' internal procedures. Specifically, before servicers can begin to process applications, they must update the processing rules in their systems according to the terms of their contracts with Education. Servicers are required by contract to follow a Software Development Lifecycle that includes several steps including: drafting system requirements, drafting system design documentation, making programming changes, and testing programming changes.

18. Education expects that by May 10, 2025, servicers will implement the treatment of

spousal information for ICR, PAYE and IBR such that married borrowers filing separate income tax returns or separated from their spouses will have spousal income counted for the purposes of calculating monthly payment amount under IDR plans, which is a required consequence of the Eighth Circuit's opinion directing a broadened preliminary injunction.

19. Education expects that servicers will start placing borrowers currently enrolled in SAVE that are applying for different IDR plans into the plan of their choice by May 10, 2025. Education does not currently have an estimated date for the completion of this process.


20. Once borrowers apply for any IDR plan, they will be placed in a processing forbearance under 34 CFR § 685.205(b)(9) for up to 60 days, or until the processing of their application is complete, whichever is earlier. Any applications that are pending for over 60 days will be moved into the general administrative forbearance under 34 CFR § 685.205(b)

21. Periods of time spent in processing forbearance will count towards Public Service Loan Forgiveness ("PSLF") eligibility under 34 CFR § 685.219(c)(2)(v)(H). Those periods will not, however, count towards eligibility for forgiveness due to a borrower's enrollment in an IDR plan.

22. Borrowers with 120 months of qualifying employment can use the Public Service Loan Forgiveness Buyback program under 34 CFR § 685.219(g)(6) to count periods of administrative and processing forbearance towards forgiveness.

I declare under the penalty of perjury that the forgoing is true and correct.

Executed on this 7th day of April, 2025.



James Bergeron



INCOME-DRIVEN REPAYMENT (IDR) PLAN REQUEST

For the Saving on a Valuable Education (SAVE) (formerly known as Revised Pay As You Earn (REPAYE)), Pay As You Earn (PAYE), Income-Based Repayment (IBR), and Income-Contingent Repayment (ICR) plans under the William D. Ford Federal Direct Loan (Direct Loan) Program and Federal Family Education Loan (FFEL) Programs

OMB No. 1845-0102
 Form Approved
 Exp. Date: 4/30/2027

WARNING/IMPORTANT: 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

SECTION 1: BORROWER INFORMATION

Please enter or correct the following information.

Check this box if any or your information has changed.

Social Security Number: _____

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: _____

Email (optional): _____

SECTION 2: REPAYMENT PLAN OR RECERTIFICATION REQUEST

It's faster and easier to complete this form online at [StudentAid.gov](https://studentaid.gov). You can learn more at [StudentAid.gov/IDR](https://studentaid.gov/IDR) and by reading Sections 9 and 10. It's simple to get repayment estimates at [StudentAid.gov/loan-simulator](https://studentaid.gov/loan-simulator). You never need to pay for assistance completing this form, contact your loan holder or servicer for free assistance. You can find out who your loan holder or servicer is at [StudentAid.gov/login](https://studentaid.gov/login). You may have to report any loan amount forgiven under an income-driven plan as taxable income when you file your federal and/or state tax returns.

1. Select the reason you are submitting this form (Check only one)

- I want to *enter an income-driven plan* - **Continue to Item 2.**
- I am submitting documentation for the *annual recertification* of my income-driven payment – **Skip to Item 3.**
- I am submitting documentation early to have my income-driven *payment recalculated immediately* - **Skip to Item 3.**
- I want to *change to a different income-driven plan* - **Continue to Item 2.**

2. Choose a plan and then continue to Item 3.

- (Recommended) I want the income-driven repayment plan with the lowest monthly payment.
- SAVE (formerly known as REPAYE)
- IBR PAYE ICR

3. Do you have multiple loan holders or servicers?

- Yes – Submit a request to each holder or servicer – **Continue to Item 4.**
- No – **Continue to Item 4.**

4. Are you currently in deferment or forbearance? After answering continue to Item 5.

- No.
- Yes, but I want to start making payments under my plan immediately.
- Yes, and I do not want to start repaying my loans until the deferment or forbearance ends.

Note: If you have FFEL Program loans, they are only eligible for IBR. However, you can consolidate your loans at [StudentAid.gov/manage-loans/consolidation](https://studentaid.gov/manage-loans/consolidation) to access more beneficial income-driven repayment plans.

SECTION 3: FAMILY SIZE INFORMATION

Borrower Identifiers: Borrower Name: _____ SSN: _____

5. How many children, including unborn children, are in your family and receive more than half of their support from you? _____
6. How many other people, excluding your spouse and children, live with you and receive more than half of their support from you? _____

Note: A definition of "family size" is provided in Section 9. Do not enter a value for you or your spouse. Those values are automatically included in your family size, if appropriate.

SECTION 4A: MARITAL STATUS INFORMATION**7. What is your marital status?**

- Single - **Skip to Item 11.**
- Married - **Continue to Item 8.**
- Married, but separated or unable to reasonably access my spouse's income information - You will be treated as single. **Skip to Item 11.**

8. Does your spouse have federal student loans?

- Yes - **Continue to Item 9.**
- No - **Skip to Item 10.**

9. Provide the following information about your spouse and then continue to Item 10:

- a. Spouse's SSN _____
- b. Spouse's Name _____
- c. Spouse's Date of Birth _____

10. When you filed your last federal income tax return, did you file jointly with your spouse?

- Yes - **Skip to Item 13.**
- No - **Continue to Item 11.**

SECTION 4B: INCOME INFORMATION FOR SINGLE BORROWERS AND MARRIED BORROWERS FILING SEPARATELY**11. Has your income significantly decreased, or your marital status changed since you filed your last federal income tax return?**

For example, have you lost your job, experienced a drop in income, or gotten divorced, or did you most recently file a joint return with your spouse, but you have since become separated.

- Yes - **Continue to Item 12.**
- No - Provide your most recent federal income tax return or transcript and **skip to Section 5A.**
- I haven't filed a federal income tax return in the last two years - **Continue to Item 12.**

12. Do you currently have taxable income?

Check "No" if you do not have any income or receive only untaxed income.

- Yes - Provide documentation of your income as instructed in Section 5B. **Skip to that section.**
- No - You are not required to provide documentation of your income. **Skip to Section 6.**

Note: Any person who knowingly makes a false statement or misrepresentation on this form can be subject to penalties including fines, imprisonment, or both.

SECTION 4C: INCOME INFORMATION FOR MARRIED FILING JOINTLY

Borrower Identifiers: Borrower Name: _____ SSN: _____

13. Has your income significantly decreased since you filed your last federal income tax return?

For example, have you lost your job or experienced a drop in income?

- Yes - **Skip to Item 15.**
- No - **Continue to Item 14.**
- We haven't filed a federal income tax return in the last two years - Skip to Item 15.

14. Has your spouse's income significantly decreased since your spouse filed their last federal income tax return?

For example, has your spouse lost their job or experienced a drop in income?

- Yes - **Continue to Item 15.**
- No - Provide your and your spouse's most recent federal income tax return or transcript and **skip to Section 5A.**

15. Do you currently have taxable income?

Check "No" if you do not have any income or receive only untaxed income.

- Yes - You must provide documentation of your income according to the instructions in Section 5B. **Continue to Item 16.**
- No - You are not required to provide documentation of your income. **Continue to Item 16.**

16. Does your spouse currently have taxable income?

Check "No" if your spouse does not have any income or receives only untaxed income.

- Yes - **Skip to Section 5B** and provide documentation of your spouse's income as instructed in that section.
- No - You are not required to provide documentation of your spouse's income. If you selected "Yes" to Item 15, **skip to Section 5B** and document your income. If you selected "No" to Item 15, **skip to Section 6.**

Note: Any person who knowingly makes a false statement or misrepresentation on this form can be subject to penalties including fines, imprisonment, or both.

SECTION 5A: AUTHORIZATION TO RETRIEVE FEDERAL TAX INFORMATION FROM THE IRS

This section is intended for borrowers holding Direct Loans only. If you have Federal Family Education Loan (FFEL) Program loans with a remaining balance, you must skip to section 5B.

By accepting below, you will be: (1) consenting to the U.S. Department of Education disclosing certain information about you to the U.S. Department of the Treasury, Internal Revenue Service (IRS); (2) affirmatively approving the U.S. Department of Education obtaining your Federal Tax Information (FTI) from the IRS for certain purposes on an annual basis, as described below; and (3) agreeing that your approval will be ongoing until you fulfill your repayment obligations under an income-driven repayment (IDR) plan, withdraw from your IDR plan, or, as described below, revoke your approval and consent, as further described below. You are not required to provide your consent, approval, or agreement as a condition of eligibility for an IDR plan but, if approval and consent are not provided, you are required to provide alternative documentation of income (as described in Section 5B).

**SECTION 5A: AUTHORIZATION TO RETRIEVE FEDERAL TAX INFORMATION FROM THE IRS
(CONTINUED)**

Borrower Identifiers: Borrower Name: _____ SSN: _____

By checking 'I approve, consent, and agree' below, I consent to, affirmatively approve of, and agree to, as applicable, the following:

1. The U.S. Department of Education may disclose my Social Security number (SSN)/Taxpayer Identification Number (TIN), last name, and date of birth that I provided in Section 1 (Borrower Information) of this form, as well as my unique identifier and the tax year for which FTI is required, to the IRS for the U.S. Department of Education to receive my FTI for the purpose of, and to the extent necessary in, determining my eligibility for, or repayment obligations under, IDR plans as authorized under part D of title IV of the Higher Education Act of 1965, as amended, as described in 26 U.S.C. § 6103(l)(13)(A);
2. The U.S. Department of Education may use my FTI on an annual basis for the purposes of determining my eligibility for, and repayment obligations under, a qualifying IDR plan until I fulfill my repayment obligations under an IDR plan, withdraw from my IDR plan, or, as described below, revoke my approval and consent; and
3. The U.S. Department of Education may automatically execute the recertification of eligibility determination and repayment obligations for a qualifying IDR plan on an annual basis until I fulfill my repayment obligations under an IDR plan, withdraw from my IDR plan, or, as described below, revoke my approval and consent.

By checking 'I approve, consent, and agree' below, I further understand that:

1. During recertification, my eligibility and monthly payment amount for a previously approved IDR plan may change based on the FTI that the U.S. Department of Education receives from the IRS when my IDR plan is automatically recertified on annual basis;
2. I am also providing my written consent for the redisclosure of my FTI by the U.S. Department of Education to the Office of Inspector General of the U.S. Department of Education for audit purposes, as described in 26 U.S.C. § 6103(l)(13)(D)(iv); and
3. I may revoke my consent for the disclosure of the SSN/TIN, last name, and date of birth information that I provided in Section 1 (Borrower Information) of this form, as well as my unique identifier and the tax year for which FTI is required, and my affirmative approval for the receipt and use of my FTI by the U.S. Department of Education within the user settings of my account at StudentAid.gov. (You must be logged into your account with your FSA ID in order to revoke approval and consent.) However, by revoking my affirmative approval and consent, I understand and acknowledge that the U.S. Department of Education will be unable to automatically determine my eligibility for, and repayment obligations under, an IDR plan on an annual basis, and will require that I, and my spouse (if applicable), provide alternative documentation of income on an annual basis if I wish to continue participating in an IDR plan.

- I **APPROVE, CONSENT, and AGREE** and certify under penalty of perjury under the laws of the United States of America, that the foregoing is true and correct, and that I am the person named in Section 1 (Borrower Information) of this form providing consent to disclose and authorize the disclosure of my records, as set forth above. I further authorize the disclosure of my personally identifiable information, as outlined above, to the IRS for ED to receive my FTI for purposes of determining my eligibility for, or repayment obligations under, an IDR plan request. I understand that any falsification of this statement is punishable under the provisions of 18 U.S.C. § 1001 by a fine, imprisonment of not more than five years, or both, and that the knowing and willful request for or acquisition of a record pertaining to an individual under false pretenses is a criminal offense under the Privacy Act of 1974, as amended, subject to a fine of not more than \$5,000 (5 U.S.C. § 552a(i)(3)). **(Skip to Section 6)**
- I **DO NOT** approve, consent, and agree to the disclosure of my information to the IRS for the U.S. Department of Education to receive my FTI, as described above. **(Continue to Section 5B).**

SECTION 5B: INSTRUCTIONS FOR DOCUMENTING CURRENT INCOME

Borrower Identifiers: Borrower Name: _____ SSN: _____

If you were directed here from Section 5A, provide your most recent federal tax return or tax transcript, and **skip to Section 6**.

If you were directed here based on your answers in Section 4, you and your spouse (if applicable) must provide documentation of your current income instead of a federal tax return or tax transcript.

This is the income you must document:

- You must provide documentation of all taxable income you and your spouse (if applicable) currently receive.
- Taxable income includes, for example, income from employment, unemployment income, dividend income, interest income, tips, and alimony.
- Do not provide documentation of untaxed income such as Supplemental Security Income, child support, or federal or state public assistance.

This is how you document your income:

- The date on any supporting documentation you provide must be no older than 90 days from the date you sign this form.
- Documentation will usually include a pay stub or letter from your employer listing your gross pay.
- Write on your documentation how often you receive the income, for example, "twice per month" or "every other week."
- You must provide at least one piece of documentation for each source of taxable income.
- If documentation is not available or you want to explain your income, attach a signed statement explaining each source of income and giving the name and the address of each source of income.
- Copies of documentation are acceptable.

After gathering the appropriate documentation, continue to Section 6.

SECTION 6: BORROWER REQUESTS, UNDERSTANDINGS, AUTHORIZATION AND CERTIFICATION

If I am requesting an income-driven repayment plan or seeking to change income-driven repayment plans, I request:

- That my loan holder place me on the plan I selected in Section 2 to repay my eligible Direct Loan or FFEL Program loans held by the holder to which I submit this form.
- If I do not qualify for the plan or plans I requested, or did not make a selection in Item 2, that my loan holder place me on the plan with the lowest monthly payment amount.
- If I selected more than one plan, that my loan holder place me on the plan with the lowest monthly payment amount from the plans that I requested.
- If more than one of the plans that I selected provides the same initial payment amount, or if my loan holder is determining which of the income-driven plans I qualify for, that my loan holder use the following order in choosing my plan: SAVE (if my repayment period is 20 years), PAYE, SAVE (if my repayment period is 25 years), IBR, and then ICR.

If I am not currently on an income-driven repayment plan, but I did not complete Item 1 or I incorrectly indicated in Item 1 that I was already in an income-driven repayment plan, I request that my loan holder treat my request as if I had indicated in Item 1 that I wanted to enter an income-driven repayment plan.

SECTION 6: BORROWER REQUESTS, UNDERSTANDINGS, AUTHORIZATION AND CERTIFICATION (CONTINUED)

Borrower Identifiers: Borrower Name: _____ SSN: _____

If I am currently repaying my Direct Loans under the IBR plan and I am requesting a change to a different income-driven plan, I request a one-month reduced-payment forbearance in the amount of my current monthly IBR payment or \$5, whichever is greater (unless I request another amount below or I decline the forbearance), to help me move from IBR to the new income-driven plan I requested.

I request a one-month reduced-payment forbearance in the amount of: _____ (must be at least \$5).

I understand that:

- If I do not provide my loan holder with this completed form and any other required documentation, I will not be placed on the plan that I requested or my request for recertification or recalculation will not be processed.
- I may choose a different repayment plan for any loans that are not eligible for income-driven repayment.
- If I requested a reduced-payment forbearance of less than \$5 above, my loan holder will grant my forbearance for \$5.
- If I am requesting a change from the IBR Plan to a different income-driven repayment plan, I may decline the one-month reduced payment forbearance described above by contacting my loan holder. If I decline the forbearance, I will be placed on the Standard Repayment Plan and cannot change repayment plans until I make one monthly payment under that plan.
- If I am requesting the ICR plan, my initial payment amount will be the amount of interest that accrues each month on my loan until my loan holder receives the income documentation needed to calculate my payment amount. If I cannot afford the initial payment amount, I may request a forbearance by contacting my loan holder.
- If I am married and I request the ICR plan, my spouse and I have the option of repaying our Direct Loans jointly under this plan. My loan servicer can provide me with information about this option.
- If I have FFEL Program loans, my spouse may be required to give my loan holder access to their information in the National Student Loan Data System (NSLDS). If this applies to me, my loan holder will contact me with instructions.
- My loan holder may grant me a forbearance while processing my application or to cover any period of delinquency that exists when I submit my application.

I authorize the entity to which I submit this request and its agents to contact me regarding my request or my loans at any cellular telephone number that I provide now or in the future using automated telephone dialing equipment or artificial or prerecorded voice or text messages.

If I approve (checked the box in Section 5A) to authorize retrieval of FTI from the IRS, I further **consent** to the disclosure by the U.S. Department to the IRS of my personally identifiable information, as described in Section 5A, and **agree** to the conditions to permit the disclosure of my FTI for purposes of this IDR plan request.

I certify under penalty of perjury under the laws of the United States of America, that all 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. I further certify that I will repay my loans according to the terms of my promissory note and repayment schedule.

Borrower's Signature _____ **Date** _____

SECTION 7: WHERE TO SEND THE COMPLETED FORM

Return the completed form and any documentation to: (If no address is shown, return to your loan holder.)

If you need help completing this form call: (If no phone number is shown, call your loan holder.)

SECTION 8: INSTRUCTIONS FOR COMPLETING THE FORM

Type or print using dark ink. Enter dates as month-day-year (mm-dd-yyyy). Example: March 14, 2023 = 03-14-2023. Include your name and account number on any documentation that you are required to submit with this form. Return the completed form and any required documentation to the address shown in Section 7.

SECTION 9: DEFINITIONS

Common Definitions For All Plans:

Capitalization is the addition of unpaid interest to the principal balance of your loan. This will increase the principal balance and the total cost of your loan.

A **deferment** is a period during which you are entitled to postpone repayment of your loans. Interest is not generally charged to you during a deferment on your subsidized loans. Interest is always charged to you during a deferment on your unsubsidized loans.

The **William D. Ford Federal Direct Loan (Direct Loan) Program** includes Direct Subsidized Loans, Direct Unsubsidized Loans, Direct PLUS Loans, and Direct Consolidation Loans.

Family size always includes you and your children (including unborn children who will be born during the year for which you certify your family size), if the children will receive more than half their support from you.

For Direct Loan program borrowers who choose to provide consent: for any plan, family size includes your spouse only if you filed your federal tax return as married filing jointly unless you have indicated that you are separated from your spouse.

For all FFEL program loan borrowers and Direct Loan program borrowers who choose not to provide consent or choose to provide alternative income documentation: for the PAYE, IBR, and ICR Plans, family size always includes your spouse. For the SAVE (formerly REPAYE) plan, family size includes your spouse unless your spouse's income is excluded from the calculation of your payment amount.

For all plans, family size also includes other people only if they live with you now, receive more than half their support from you now, and will continue to receive this support for the year that you certify your family size. Support includes money, gifts, loans, housing, food, clothes, car, medical and dental care, and payment of college costs. Your family size may be different from the number of exemptions you claim for tax purposes.

The **Federal Family Education Loan (FFEL) Program** includes Federal Stafford Loans (both subsidized and unsubsidized), Federal PLUS Loans, Federal Consolidation Loans, and Federal Supplemental Loans for Students (SLS).

A **forbearance** is a period during which you are permitted to postpone making payments temporarily, allowed an extension of time for making payments, or temporarily allowed to make smaller payments than scheduled.

The **holder** of your Direct Loans is the U.S. Department of Education (the Department). The holder of your FFEL Program loans may be a lender, secondary market, guaranty agency, or the Department. Your loan holder may use a servicer to handle billing, payment, repayment options, and other communications. References to "your loan holder" on this form mean either your loan holder or your servicer.

SECTION 9: DEFINITIONS (CONTINUED)

A **partial financial hardship** is an eligibility requirement for the PAYE and IBR plans. You have a partial financial hardship when the annual amount due on all of your eligible loans (and, if you are required to provide documentation of your spouse's income, the annual amount due on your spouse's eligible loans) exceeds what you would pay under PAYE or IBR.

The annual amount due is calculated based on the greater of (1) the total amount owed on eligible loans at the time those loans initially entered repayment, or (2) the total amount owed on eligible loans at the time you initially request the PAYE or IBR plan. The annual amount due is calculated using a standard repayment plan with a 10-year repayment period, regardless of loan type. When determining whether you have a partial financial hardship for the PAYE plan, the Department will include any FFEL Program loans that you have into account even though those loans are not eligible to be repaid under the PAYE plan, except for: (1) a FFEL Program loan that is in default, (2) a Federal PLUS Loan made to a parent borrower, or (3) a Federal Consolidation Loan that repaid a Federal or Direct PLUS Loan made to a parent borrower.

The **poverty guideline amount** is the figure for your state and family size from the poverty guidelines published annually by the U.S. Department of Health and Human Services (HHS) at aspe.hhs.gov/poverty-guidelines. If you are not a resident of a state identified in the poverty guidelines, your poverty guideline amount is the amount used for the 48 contiguous states.

The **standard repayment plan** has a fixed monthly payment amount over a repayment period of up to 10 years for loans other than Direct or Federal Consolidation Loans, or up to 30 years for Direct and Federal Consolidation Loans.

Definitions For The SAVE (formerly known as the REPAYE) PLAN:

The **Saving on a Valuable Education (SAVE) (formerly known as the Revised Pay As You Earn (REPAYE)) plan** is a repayment plan with monthly payments that are generally equal to 10% of your discretionary income, divided by 12.

Discretionary income for the SAVE plan is the amount by which your income exceeds 225% of the poverty guideline amount.

Eligible loans for the SAVE plan are Direct Loan Program loans other than: (1) a loan that is in default, (2) a Direct PLUS Loan made to a parent borrower, or (3) a Direct Consolidation Loan that repaid a Direct or Federal PLUS Loan made to a parent borrower.

Definitions For The PAYE PLAN:

The Pay As You Earn (PAYE) plan is a repayment plan with monthly payments that are generally equal to 10% of your discretionary income, divided by 12.

Discretionary income for the PAYE plan is the amount by which your income exceeds 150% of the poverty guideline amount.

Eligible loans for the PAYE plan are Direct Loan Program loans other than: (1) a loan that is in default, (2) a Direct PLUS Loan made to a parent borrower, or (3) a Direct Consolidation Loan that repaid a Direct or Federal PLUS Loan made to a parent borrower.

You are a new borrower for the PAYE plan if: (1) you have no outstanding balance on a Direct Loan or FFEL Program loan as of October 1, 2007 or have no outstanding balance on a Direct Loan or FFEL Program loan when you obtain a new loan on or after October 1, 2007, and (2) you receive a disbursement of an eligible loan on or after October 1, 2011, or you receive a Direct Consolidation Loan based on an application received on or after October 1, 2011.

Definitions For The IBR PLAN:

The **Income-Based Repayment (IBR) plan** is a repayment plan with monthly payments that are generally equal to 15% (10% if you are a new borrower) of your discretionary income, divided by 12.

Discretionary income for the IBR plan is the amount by which your adjusted gross income exceeds 150% of the poverty guideline amount.

SECTION 9: DEFINITIONS (CONTINUED)

Eligible loans for the IBR plan are Direct Loan and FFEL Program loans other than: (1) a loan that is in default, (2) a Direct or Federal PLUS Loan made to a parent borrower, or (3) a Direct or Federal Consolidation Loan that repaid a Direct or Federal PLUS Loan made to a parent borrower.

You are a **new borrower for the IBR plan** if (1) you have no outstanding balance on a Direct Loan or FFEL Program loan as of July 1, 2014 or (2) have no outstanding balance on a Direct Loan or FFEL Program loan when you obtain a new loan on or after July 1, 2014.

Definitions For The ICR PLAN:

The **Income-Contingent Repayment (ICR) plan** is a repayment plan with monthly payments that are the lesser of (1) what you would pay on a repayment plan with a fixed monthly payment over 12 years, adjusted based on your income or (2) 20% of your discretionary income divided by 12.

Discretionary income for the ICR plan is the amount by which your adjusted gross income exceeds the poverty guideline amount for your state of residence and family size.

Eligible loans for the ICR plan are Direct Loan Program loans other than: (1) a loan that is in default, (2) a Direct PLUS Loan made to a parent borrower, or (3) a Direct PLUS Consolidation Loan (based on an application received prior to July 1, 2006 that repaid Direct or Federal PLUS Loans made to a parent borrower). However, a Direct Consolidation Loan made based on an application received on or after July 1, 2006 that repaid a Direct or Federal PLUS Loan made to a parent borrower is eligible for the ICR plan.

SECTION 10: INCOME DRIVEN REPAYMENT PLAN REQUIREMENTS AND GENERAL INFORMATION

See Table Below For Income Driven Repayment Plan Requirements and General Information.

Plan Feature	SAVE (formerly REPAYE)	PAYE	IBR	ICR
Payment Amount	Generally, 10% of discretionary income.	Generally, 10% of discretionary income.	Never more than 15% of discretionary income.	Lesser of 20% of discretionary income or what you would pay under a repayment plan with fixed payments over 12 years, adjusted based on your income.
Cap on Payment Amount	None. Your payment may exceed what you would have paid under the 10-year standard repayment plan.	What you would have paid under the 10-year standard repayment plan when you entered the plan.	What you would have paid under the 10-year standard repayment plan when you entered the plan.	None. Your payment may exceed what you would have paid under the 10-year standard repayment plan.
Married Borrowers	Your payment will be based on the combined income and loan debt of you and your spouse only if you file a joint Federal income tax return, unless you and your spouse (1) are separated or (2) you are unable to reasonably access your spouse's income information.	Your payment will be based on the combined income and loan debt of you and your spouse only if you file a joint Federal income tax return, unless you and your spouse (1) are separated or (2) you are unable to reasonably access your spouse's income information.	Your payment will be based on the combined income and loan debt of you and your spouse only if you file a joint Federal income tax return, unless you and your spouse (1) are separated or (2) you are unable to reasonably access your spouse's income information.	Your payment will be based on the combined income of you and your spouse only if you file a joint Federal income tax return, unless you and your spouse (1) are separated or (2) you are unable to reasonably access your spouse's income information.
Borrower Responsibility for Interest	On all loans, you do not have to pay the difference between your monthly payment amount and the interest that accrues while you remain on the plan.	On subsidized loans, you do not have to pay the difference between your monthly payment amount and the interest that accrues for your first 3 consecutive years in the plan.	On subsidized loans, you do not have to pay the difference between your monthly payment amount and the interest that accrues for your first 3 consecutive years in the plan.	You are responsible for paying all of the interest that accrues.

Plan Feature	SAVE (formerly REPAYE)	PAYE	IBR	ICR
Forgiveness Period	If you only have eligible loans that you received for undergraduate study, any remaining balance is forgiven after 20 years of qualifying repayment. If you have any eligible loans that you received for graduate or professional study, any remaining balance is forgiven after 25 years of qualifying repayment on all of your loans. Forgiveness may be taxable.	Any remaining balance is forgiven after 20 years of qualifying repayment, and may be taxable.	Any remaining balance is forgiven after no more than 25 years of qualifying repayment, and may be taxable.	Any remaining balance is forgiven after 25 years of qualifying repayment, and may be taxable.
Income Eligibility	None	You must have a "partial financial hardship".	You must have a "partial financial hardship".	None
Borrower Eligibility	You must be a Direct Loan borrower with eligible loans.	You must be a "new borrower" with eligible Direct Loans.	You must be a Direct Loan or FFEL borrower with eligible loans.	You must be a Direct Loan borrower with eligible loans.
Recertify Income and Family Size	Annually. Failure to submit documentation by the deadline may result in an increase to your payment to ensure that your loan is paid in full over the lesser of 10 or the remainder of 20 or 25 years.	Annually. Failure to submit documentation by the deadline may result in an increase of the payment amount to the 10-year standard payment amount.	Annually. Failure to submit documentation by the deadline will result in the capitalization of interest and increase in payment amount to the 10-year standard payment amount.	Annually. Failure to submit documentation by the deadline will result in the recalculation of your payment amount to be the 10-year standard payment amount.
Leaving the Plan	At any time, you may change to any other repayment plan for which you are eligible.	At any time, you may change to any other repayment plan for which you are eligible.	If you want to leave the plan, you will be placed on the standard repayment plan. You may not change plans until you have made one payment under that plan or a reduced-payment forbearance.	At any time, you may change to any other repayment plan for which you are eligible.
Interest Capitalization	None	None	If you are determined to no longer have a "partial financial hardship", fail to recertify your income by the deadline, or leave the plan, interest is capitalized.	None

SECTION 11: SAMPLE PAYMENT AMOUNTS

To obtain estimated payment amounts under all of the repayment plans, visit [StudentAid.gov/loan-simulator/](https://studentaid.gov/loan-simulator/).

SECTION 12: IMPORTANT NOTICES

Privacy Act Statement.

Authorities: The authorities for collecting the requested information from and about you are §421 et seq. and §451 et seq. of the Higher Education Act of 1965, as amended (20 U.S.C. 1071 et seq. and 20 U.S.C. 1087a et seq.) (HEA), 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 31 U.S.C. 7701(b).

Purposes: 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 loan or a benefit on a loan (such as a deferment, forbearance, discharge, or forgiveness) under the FFEL and/or Direct Loan Programs, to permit the servicing of your loans, and, if it becomes necessary, to locate you and to collect and report on your loans if your loans become delinquent or default. We also use your SSN as an account identifier and to permit you to access your account information electronically.

Disclosures: The information provided on the Income-Driven Repayment (IDR) Plan Request will only be disclosed outside of the Department with prior written consent or as otherwise allowed by the Privacy Act of 1974, as amended (Privacy Act) (5 U.S.C. 552a). One of the exceptions to the Privacy Act's prior written consent requirement that allows for disclosure, without consent, is for "routine uses" that the Department publishes in our System of Records Notices (SORNs). The Department may disclose, without consent, the information provided on the IDR Plan Request form, on a case-by-case basis or under a computer matching program, to third parties pursuant to the routine uses identified in the "Common Origination and Disbursement System" (18-11-02) SORN. This notice is available on the Department's "Privacy Act System of Record Notice Issuances (SORN)" webpage located at <https://www2.ed.gov/notices/ed-pia.html>.

These routine uses include, but are not limited to:

- To assist with the determination of program eligibility and benefits, the Department may disclose records to institutions of higher education, financial institutions, third-party servicers, and Federal, State, Tribal, or local agencies;
- To maintain data that supports the existence of a legal obligation to repay funds disbursed under title IV, HEA programs, including documentation such as promissory notes and other agreements, the Department may disclose records to institutions of higher education, third-party servicers, and Federal agencies;
- To assist an eligible lender in processing an aid recipient's IDR plan, the Department may disclose records, including, but not limited to, the calculated monthly payment amount based on the IDR plan selected and ADOIs, to eligible lenders.
- If the Department contracts with an entity to perform any function that requires disclosure of records in this system to employees of the contractor, the Department may disclose the records to those employees. As part of such a contract, the Department shall require the contractor to agree to establish and maintain safeguards to protect the security and confidentiality of the disclosed records.

For additional routine uses, view the "Common Origination and Disbursement System" (18-11-02) SORN. This notice is available on the Department's "Privacy Act System of Record Notice Issuances (SORN)" webpage located at <https://www2.ed.gov/notices/ed-pia.html>.

Consequences of Failure to Provide information: Participating in the Federal Family Education Loan (FFEL) Program or the William D. Ford Federal Direct Loan (Direct Loan) Program and providing the Department your SSN and requested information is mandatory to participate.

SECTION 12: IMPORTANT NOTICES (CONTINUED)

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 valid Office of Management and Budget (OMB) control number. The valid OMB control number for this information collection is 1845-0102. Public reporting burden for this collection of information is estimated to average 20 minutes (0.33 hours) per response, including time for reviewing instructions, searching existing data sources, 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 682.215, 685.209, or 685.221.

If you have comments or concerns regarding the status of your individual submission of this form, please contact your loan holder directly (see Section 7).