

**UNIVERSITY OF SAN DIEGO SCHOOL OF LAW
FEDERAL CARL PERKINS LOAN
BORROWER DATA SHEET**

PLEASE PRINT ALL INFORMATION

1. BORROWER'S FULL NAME: _____
FORMER NAMES USED: _____
2. ADDRESS WHILE IN SCHOOL: _____
PHONE: () _____ E-MAIL: _____
3. PERMANENT ADDRESS: _____
PHONE: () _____ 4. USD ID #: _____
5. SOCIAL SECURITY #: _____ - _____ - _____ 6. DRIVER'S LICENSE #: _____ STATE: _____
7. COLLEGE OR UNIVERSITY FROM WHICH YOU GRADUATED: _____
8. BIRTHDATE: _____ PLACE OF BIRTH: _____
9. ARE YOU A VETERAN OF THE ARMED FORCES OF THE UNITED STATES? YES NO
10. BORROWER'S MOTHER AND FATHER: _____
PARENT'S FULL ADDRESS: _____
11. NAME OF CURRENT EMPLOYER: _____
FULL ADDRESS: _____
12. BORROWER'S MARITAL STATUS: SINGLE MARRIED WIDOWED DIVORCED
13. IF MARRIED, SPOUSE'S NAME: _____
SPOUSE'S EMPLOYER: _____
SPOUSE'S EMPLOYER ADDRESS: _____
14. SPOUSE'S MOTHER AND FATHER: _____
ADDRESS: _____ PHONE: () _____
15. TWO (2) RELATIVES (NOT YOUR PARENTS) WHO WILL KNOW YOUR ADDRESS:
- NAME: _____ PHONE: () _____
FULL ADDRESS: _____
- NAME: _____ PHONE: () _____
FULL ADDRESS: _____
16. BANKS – CHECKING: NAME: _____ BRANCH: _____
_ SAVINGS NAME: _____ BRANCH: _____
17. LIFE INSURANCE – NAME: _____
ADDRESS: _____
18. FRATERNAL, PROFESSIONAL OR OTHER ORGANIZATIONAL MEMBERSHIPS: _____
19. WHAT IS YOUR EXPECTED DATE OF GRADUATION FROM USD? _____
20. YEAR LEVEL FOR 08-09 ACADEMIC YEAR: _____
21. PRIOR FEDERAL PERKINS LOANS OR NDSL: YES NO IF YES, DATE: _____
22. HAVE YOU EVER DEFAULTED ON ANY PRIOR EDUCATIONAL LOAN? YES NO
IF YES, EXPLAIN: _____

23. HAVE YOU EVER HAD AN EDUCATIONAL LOAN DISCHARGED THROUGH BANKRUPTCY? YES NO

- I understand I must go to Loan Administration to sign the promissory note. I also understand that NO ADDITIONAL NOTICES will be sent to me.
- I understand that this loan will be reported to a credit bureau, and that my credit records may be accessed by the University of San Diego (USD) in the administration and collection of this loan.
- I authorize USD to contact any past, present, or future creditor regarding my account status, employment verification, and any information regarding my name, address and/or telephone information, should such procedures be deemed necessary by USD.
- I authorize USD to contact any school which I may attend, to obtain information concerning my student status, my year of study, my dates of attendance, graduation, withdrawal, or transfer, or my current address.

SIGNATURE OF STUDENT

DATE

**FEDERAL PERKINS LOAN/NDSL
ENTRANCE INTERVIEW**

Name: _____ Social Security Number: _____

I understand the terms of the Federal Perkins Loan/NDSL and certify that I have read the following provisions listed in the Statement of Borrower's Rights and Responsibilities.

I understand:

I must report any changes in address, name or social security number to the University of San Diego Loan Administration Office, Hughes Administration Center, Room 204, 5998 Alcalá Park, San Diego, CA 92110-2492, (619) 260-4130.

This is a loan which I must repay with any accrued interest.

The interest rate for this loan and the ten (10) year repayment limit.

The length of the grace period and the definition of grace period.

The student, military, deferment and forbearance provisions.

The teaching, military, disability and other cancellation provisions.

This loan will be reported to a credit reporting bureau.

I must satisfactorily complete an Exit Interview with the USD Loan Administration Office before I graduate, withdraw, or before I transfer to another institution.

If I fail to repay my loan or comply with the terms of my promissory note, I will be considered in default and the following may result:

- * **THE ENTIRE UNPAID BALANCE OF THE LOAN, PLUS INTEREST AND PENALTY CHARGES, MAY BE DUE AND PAYABLE IMMEDIATELY.**
- * **MY ACADEMIC TRANSCRIPTS AND/OR DIPLOMA MAY BE WITHHELD.**
- * **I WILL LOSE ANY DEFERMENT, CANCELLATION AND OTHER LOAN BENEFITS ELIGIBILITY.**
- * **THE DELINQUENT STATUS OF MY ACCOUNT WILL BE REPORTED TO A CREDIT BUREAU, WHICH WILL NEGATIVELY AFFECT MY CREDIT RATING.**
- * **MY ACCOUNT MAY BE SENT TO A COLLECTION AGENCY OR TO AN ATTORNEY. I WILL BE LIABLE FOR COLLECTION AND/OR LITIGATION COSTS.**
- * **MY STATE AND/OR FEDERAL INCOME TAX REFUND MAY BE WITHHELD.**
- * **I WILL BECOME INELIGIBLE TO RECEIVE ADDITIONAL FINANCIAL AID.**
- * **THE ACCOUNT MAY BE ASSIGNED TO THE U.S. DEPARTMENT OF EDUCATION.**

I certify that:

I have received a copy of the Federal Perkins Loan Statement of Borrower's Rights and Responsibilities and a copy of the sample repayment schedule.

Signature of Borrower

Date

NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION: A three year deferment is available for active duty service with the National Oceanic and Atmospheric Administration.

PARENTAL LEAVE: Six months of deferred repayment for parental leave is available, due to pregnancy, care of newborn, or care of an adopted child. This deferment may be used by either or both parents.

WORKING MOTHERS: One year of deferment is available for a mother with preschool age children, who is entering the work force, and is compensated at the rate of not more than one dollar over the minimum wage.

DEPENDENTS: A three year deferment is available if you are unable to work as a result of caring for a dependent who is totally disabled. Certification by a physician is required.

DEFERMENT PRIVILEGES FOR FEDERAL PERKINS LOANS MADE ON OR AFTER JULY 1, 1993

Repayment of both the principal and interest on your student loan may be deferred (delayed) by submitting properly completed Deferment Request forms. You are entitled to a six month grace period following each deferment period. These forms should be completed at the start of each year to be deferred, or with school deferments, at the start of each semester, term, or quarter.

STUDENT DEFERMENT: A borrower is eligible for a deferment if they are enrolled as a full or half-time student at an accredited institution of higher learning in the United States, or at a comparable institution outside the United States. A "half-time student" is defined as a student who is carrying at least one half of the normal full-time academic workload as determined by the institution where enrolled.

FELLOWSHIPS: A borrower pursuing a course of study in an approved graduate fellowship program for disabled individuals excluding a medical internship or residency program.

UNEMPLOYED: A borrower seeking and unable to find full-time employment, but not in excess of three years.

ECONOMIC HARDSHIP: A borrower suffering an economic hardship, but not in excess of three years.

PARTIAL CANCELLATION BENEFITS FOR NATIONAL DIRECT STUDENT LOANS

By performing certain services, as explained briefly below, you may be eligible for cancellation credits which will reduce both your loan balance as well as the accrued interest on your loan. To receive any of these benefits, you must submit a properly completed Request for Partial Cancellation form when entering service, (or upon receiving a bill), whichever comes first. You must also submit a properly completed request at the completion of each full year of service. After completing and signing the form, have your school principal, district official, or commanding officer certify the form. Then send it to the location indicated on the form, or to the lending institution.

TEACHING: If you are a full-time teacher in an elementary or secondary school determined by the federal government to have a high concentration of students from low income families, you may be eligible for a partial cancellation. The list of qualifying schools is published annually by the government in the Department of Education Listing of Low-Income Schools. To qualify for cancellation benefits in this category, you must be employed as a full-time teacher for a complete academic year or its equivalent.

If you are a full-time teacher of handicapped children in a secondary or elementary school, you may also be eligible for partial loan cancellation. Handicapped children, as defined by the NDSL/Perkins program, includes those who are mentally retarded, hard of hearing, deaf, speech impaired, visually handicapped, seriously emotionally disturbed, orthopedically impaired, or the health-impaired children, who require special education and services. Starting with the 1980-81 academic school year, this definition of handicapped children was expanded to include children with specific learning disabilities. Teaching children with specific learning disabilities prior to this year does not qualify for cancellation as teaching of handicapped. If eligible, your loan will be canceled at the rate of 15% for the first and second years of teaching, 20% for the third and fourth years, and 30% for the fifth year.

HEADSTART PROGRAM: If you teach in this program, you may cancel each year at the 15% rate until the entire loan is canceled.

MILITARY SERVICE: If you become a member of the United States Armed Forces subsequent to receiving your loan, you may qualify for a military cancellation. Eligibility is limited to those who are serving in an area of hostilities and receiving special pay under section 310 of Title 37, United States code. You may cancel at the annual rate of twelve-and-one-half percent for a maximum of four years. Cancellations are granted upon completion of 12 consecutive months of service.

LAW ENFORCEMENT: If you become a Law Enforcement or Corrections Officer you may qualify for partial cancellation of your loan for any advance granted on or after 11/29/90. You must be a "sworn officer or person whose principal responsibilities are unique to the criminal justice system and are essential in the performance of the agency's primary mission." Cancellation will be at the rate of 15% for the first and second years, 20% for the third and fourth years, and 30% for the fifth year.

BANKRUPTCY: Your loan cannot be discharged due to bankruptcy unless the bankruptcy court determines that repayment of the loan would impose undue hardship on you.

DEATH OR DISABILITY: In case of death, your loan will be canceled on the basis of a death certificate or other evidence that is conclusive under state law. If you become permanently or totally disabled after receiving the loan, the school will discharge the total amount owed on this loan. The loan will then be assigned to the US Department of Education, which will discharge the total amount owed on this loan if it determines that you are eligible for the discharge.

PARTIAL CANCELLATION BENEFITS FOR PERKINS LOAN PROGRAM

Same as above, but to also include:

PEACE CORPS OR VISTA SERVICE: 15% of the total principal amount of the loan, plus interest on the unpaid balance, will be canceled for the first and second years of volunteer service; 20% of the total principal amount of the loan, plus interest on the unpaid balance, will be canceled for the third and fourth years of service. Up to 70% of the amount of your loan plus interest may be canceled.

PARTIAL CANCELLATION BENEFITS FOR FEDERAL PERKINS LOANS ADVANCED ON OR AFTER JULY 23, 1992

Same as above, but expanded to include:

TEACHING: A full-time special education teacher, including a teacher of infants, toddlers, children or youths with disabilities in a public or other non-profit elementary or secondary school system, or as a full-time qualified professional providing early intervention services in a public or other non-profit program under public supervision by the lead agency as authorized in Section 676(B)(9) of the Individuals With Disabilities Education Act.

A full-time teacher of mathematics, science, foreign languages, bilingual education or any other field of expertise that is determined by the State Education Agency to have a shortage of qualified teachers.

ALSO: A full-time nurse or medical technician providing health care service.

A full-time employee of a public or private non-profit child or family service agency who is providing or supervising the provision of service to high risk children from low-income communities and their families.

If eligible, your loan will be canceled at the rate of 15% of the total principal amount of the loan plus accrued interest for the first and second years, 20% for the third and fourth years, and 30% for the fifth year.

POSTPONEMENT: If you expect to be eligible for cancellation benefits and a repayment installment will become due before completion of the year, you should apply for postponement of payment at the start of your year of service. The postponement delays billing until the end of your year of service and then upon receipt of your bill, you should request a cancellation by completing the cancellation request form. Loans disbursed on/after 7/1/93 do not carry postponement provisions. Instead borrower's will receive a deferment pending the completion of the year's employment service.

FORBEARANCE

On receipt of a written request, the lending institution may grant a forbearance principal only, renewable at twelve month intervals for a period not to exceed three years (36 months); the borrower's annual Title IV Loan repayment obligation must equal or exceed 20 percent of his/her gross annual income.

CONSOLIDATION

If you have borrowed through any of the following loan programs, you may consolidate these loans: Federal Perkins/NDSL, HPST, Stafford/GSL, SLS/ALAS, or PLUS loans. Consolidation means that you may only have one monthly bill to pay instead of several for your student loans; however, although you may pay lower payments each month, your repayment period may be extended for up to 30 years, and the interest rate you repay will most likely be increased, so that you pay more interest over the life of the loan. Contact the Loan Administration for further information on Loan Consolidation.

REHABILITATION

A borrower may rehabilitate a defaulted Perkins Loan by making twelve consecutive on time payments. Contact the Loan Administration to set up a rehabilitation agreement. After successfully completing rehab and returning to regular repayment status, a borrower regains the benefits and privileges of the promissory note, including deferment and cancellation and the default will be removed from the credit bureau.

I certify I am aware of the amount of money which I am borrowing, and that I am aware of the procedures to be followed when making payments and/or requesting deferments, cancellations, or forbearance from such payments. I further certify that I have read and understand the rights and responsibilities on this form and that I will adhere to them. I certify the information supplied by me on this form is true and correct to the best of my knowledge.

Student Signature

Date

Signature of Lending Institution

Date