

COMMITTEE ON HOUSE ADMINISTRATION

117th CONGRESS

A RESOLUTION

COMMITTEE RESOLUTION 117-06

A Resolution to Promulgate Regulations Governing the House Student Loan Repayment Program

Be it resolved, that the Committee on House Administration promulgates the following regulations implementing the House Student Loan Repayment Program, pursuant to 2 U.S.C. § 4536(b) (Public Law 116-260), and that these regulations supersede and replace the Committee's prior regulations on this topic:

House Student Loan Repayment Program

SECTION 1. HOUSE STUDENT LOAN REPAYMENT PROGRAM.

- (a) Establishment of program.-- There is hereby established a student loan repayment program for the House of Representatives (hereafter in these regulations referred to as the "Program") under which the head of an employing office and an eligible employee may enter into a written service agreement under which direct payments shall be made by the Chief Administrative Officer of the House of Representatives on behalf of the employee to repay the employee's student loan indebtedness, in accordance with the requirements of these regulations.
- (b) Length of agreement.-- A service agreement entered into under the Program between an employing office and an employee shall be in effect for a 1-year period. The employing office and employee may enter into subsequent agreements for subsequent 1-year periods.
- (c) Timing and number of payments.
 - (1) Timing.-- Student loan payments made on behalf of an eligible employee under the Program shall be made on a monthly basis on the 15th business day of each month, beginning with the first month which begins after eligibility is verified in accordance with section 4(b)(2).
 - (2) Number.-- The service agreement entered into under the Program between an employing office and an employee shall require the Chief Administrative Officer to make 12 monthly student loan payments on behalf of the employee, and the Chief Administrative

Officer shall make payments during such number of months which occur after the expiration of the 1-year period described in subsection (b) as may be required to meet the requirement of this paragraph.

(d) Contents of service agreements.

(1) Contents. -- A service agreement under this section shall include

(A) the period during which the agreement is to be in effect;

(B) the monthly amount of the student loan payments to be made on the employee's behalf;

(C) the employee's agreement to reimburse the House of Representatives under the conditions set forth in section 3;

(D) disclosure of the terms and conditions of the Program which are provided in these regulations;

(E) such other terms and conditions to which the employing office and employee may agree (such as terms relating to job responsibilities or job performance expectations); and

(F) such other terms and conditions as may be prescribed by the Chief Administrative Officer with the approval of the Committee on House Administration of the House of Representatives.

(2) Standard service agreements.-- The Chief Administrative Officer shall establish standard service agreements that employing offices may use in participating in the Program.

SEC. 2. DETERMINING AMOUNT OF PAYMENT.

(a) In general.-- Subject to the limitations described in this section, the monthly amount of the student loan payment made under the Program on behalf of an eligible employee under a service agreement with an employing office shall be an amount agreed to by the employee and the office.

(b) Individual limitations on amount of payments.

(1) In general.-- The amount of student loan payments made under all service agreements under the Program on behalf of any individual may not exceed

(A) \$833 in any month;

(B) an aggregate amount of \$80,000 for all months; and

(C) employees that reached the former aggregate amount limit of \$60,000, becoming ineligible, are now eligible to

participate and permitted to utilize the additional \$20,000 to reach a total aggregate amount of \$80,000.

(2) Payments included in gross compensation limitations.- - Any student loan payment made under the Program on behalf of an employee in any month may not result in the sum of the payment and the compensation of the employee for that month exceeding 1/12th of the applicable limitation on the maximum gross compensation of the employee for the year.

(c) Annual limitation on amount of all payments made by employing offices.

(1) In general.-- The aggregate amount of the student loan payments made under the Program during a calendar year on behalf of all employees of an employing office may not exceed the office's annual aggregate payment limit for the year.

(2) Reduction in payments for insufficient amounts.

(A) In general.-- If the aggregate amount of student loan payments required to be made on behalf of all eligible employees of an employing office during a calendar year is greater than the office's annual aggregate payment limit for the year, the Chief Administrative Officer shall reduce the amount of each monthly payment made on behalf of eligible employees of the office by such uniform percentage as the Chief Administrative Officer determines necessary to ensure that the aggregate amount of all such payments made on behalf of such employees during the year will equal such limit.

(B) Reduction as grounds for termination.-- For purposes of determining whether a written service agreement has been terminated under section 3(a)(2), the reduction of the amount of a payment as described in subparagraph (A) shall be treated as a failure to make a student loan payment as required under the agreement, except that the eligible employee involved may waive the termination and permit the agreement to continue in effect.

(3) Annual aggregate payment limit defined.

(A) In general.-- The "annual aggregate payment limit" for a calendar year with respect to an employing office means

(i) in the case of an employing office which is the personal office of a Member of the House of Representatives (including a Delegate or the Resident Commissioner to the Congress), an amount equal to 3.5

percent of the average Member's Representational Allowance for all such offices for the year; or

(ii) in the case of any other employing office, an amount equal to 3.5 percent of the total amount made available for salaries and expenses for such office for the year.

(B) Alternative in case of insufficient availability of funds.-- If the total amount available in the central account described in section 4(a) for making student loan payments in a year is less than the sum of the annual aggregate payment limits for all employing offices for the year (as determined under subparagraph (A)), the annual aggregate payment limit for the year otherwise determined under subparagraph (A) with respect to each employing office shall be reduced by such uniform percentage as the Chief Administrative Officer determines necessary to ensure that the sum of such annual limits for all employing offices for that year (as so reduced) will equal the total amount available in such account for the year.

SEC. 3. TERMINATION OF AGREEMENTS; OBLIGATION TO REIMBURSE.

(a) In general.-- A written service agreement entered into between an eligible employee and an employing office under the Program shall terminate if any of the following occurs:

(1) The employee's employment with the employing office terminates, the employee enters part-time status, unpaid status (including status as an employee on leave without pay), or temporary status (including status as an intern) with the employing office, or the employee fails to meet any of the other applicable terms and conditions of the agreement.

(A) The employee must be in an active pay status with the terminating employing office from the 1st through the 16th calendar day of the month in order to receive a payment for that respective month.

(2) The Chief Administrative Officer fails to make a student loan payment as required under the agreement, or the employing office fails to meet any of the other applicable terms and conditions of the agreement.

(3) The employee and the employing office execute a written agreement to terminate the agreement.

(b) Permitting continuation of agreement in certain cases.-- Notwithstanding paragraph (a)(1), at the option of the employing office, the written service agreement with an eligible employee shall not terminate if the employee enters part-time or unpaid status because of illness or bereavement, or because the employee is furloughed for a reason other than for cause.

(c) Reimbursement of payments made.--

(1) In general.-- If a service agreement entered into between an eligible employee and an employing office terminates because the office terminates the employee's employment for cause or because the employee voluntarily separates from employment with the office, the employee shall reimburse the House of Representatives for the amount of all student loan payments made on behalf of the employee under the service agreement.

(A) The employing office must submit a Student Loan Repayment Program (SLRP) End Participation Form indicating the employing authority will require the employee to reimburse the U.S. House of Representatives for contributions made under the most recent 1-year SLRP Agreement that was not completed.

(2) Failure of employee to reimburse.-- If an eligible employee fails to reimburse the House of Representatives for the amount owed under paragraph (1), such amount shall be collected-

(A) under the first section of Public Law 85-492 (2 U.S.C. § 4559 (formerly codified at 2 U.S.C. § 89a)) or section 5514 of title 5, United States Code, in the case of an employee who is employed by the Federal Government (including another office of the House of Representatives); or

(B) under other applicable provisions of law, in the case of any other employee.

(3) Crediting of amounts.-- Any amount repaid by, or recovered from, an eligible employee under this paragraph shall be credited to the central account established and maintained by the Chief Administrative Officer under section 4(a).

(4) Waiver.-- Upon the termination of a service agreement on the grounds described in paragraph (1) or at any time thereafter, the employing office of the employee (including an employing office other than the office which entered into the agreement) may waive the application of this subsection with respect to the employee.

(A) If the employing office does not remit a SLRP End Participation form, the Student Loan payments disbursed under

the employee's most recent 1-year SLRP Agreement will not be required to be reimbursed.

SEC. 4. OTHER ADMINISTRATIVE MATTERS.

- (a) Central account for payments.--
 - (1) In general.-- The Chief Administrative Officer shall establish and maintain a central account in the House of Representatives consisting of the following amounts:
 - (A) Amounts appropriated for any fiscal year for making student loan payments under the Program.
 - (B) Amounts otherwise made available for the account, including amounts made available through the authorized reprogramming of funds.
 - (C) Amounts repaid by or recovered from eligible employees under section 3(c).
 - (D) Interest earned on balances in the account (as provided under Paragraph 4).
 - (2) Use of amounts.-- Amounts in the account shall be used solely for making student loan payments under written service agreements on behalf of eligible employees under the Program.
- (b) Beginning of payments.
 - (1) Submission of agreements.-- On entering into a service agreement with an eligible employee under these regulations, the employing office shall submit a copy of the service agreement to the Chief Administrative Officer.
 - (2) Verification of eligibility.-- Student loan payments may not be made under the Program with respect to an eligible employee until
 - (A) the Chief Administrative Officer receives the signed service agreement entered into between the employee and the employing office; and
 - (B) the Chief Administrative Officer has verified the employee is in a permanent benefits eligible position. Non-permanent part-time employees are eligible to participate in the program if permission is gained for the specific situation in the form of a letter signed by the employing authority.

(C) the Chief Administrative Officer verifies with the holder of the loan that the eligible employee has an outstanding student loan balance in repayment status that qualifies for payment under the Program. Verification can be completed with a current lender statement in the name of the employee dated within the last 30 calendar days of receipt of the statement by the Chief Administrative Officer.

(D) the employee receives at least one day of pay from the employing office that approved the Student Loan Repayment Agreement.

(c) Payment on multiple loans.-- Student loan payments may be made under the Program with respect to more than 1 student loan of an eligible employee at the same time or separately, so long as the total payments on behalf of the employee do not exceed the applicable limits under section 2(b).

(d) No payments for loans in default.-- No student loan payments may be made under the Program with respect to a student loan which is in default or arrears (past due), or if the loan is in the status of in school, grace, deferral or forbearance (exception permitted for “administrative forbearance” CARES Act).

(e) No relief from liability.-- The existence of a service agreement for making student loan payments on behalf of an eligible employee under the Program does not exempt the employee from any responsibility or liability with respect to the loan involved, and the employee shall continue to be responsible for making student loan payments on any portion of the loan that continues to be the employee's responsibility.

(f) No right to continued employment.-- A service agreement entered into under the Program between an employing office and an eligible employee may not be construed to create a right to, promise of, or entitlement to the continued employment of the eligible employee by the employing office.

(g) No entitlement.-- A student loan payment under the Program may not be construed to be an entitlement for any eligible employee.

(h) Treatment of payments for purposes of benefits and taxes.--To the extent consistent with applicable law, in administering the Program, the CAO shall ensure that a student loan payment on behalf of an eligible employee

(1) shall be in addition to any basic pay and other forms of compensation otherwise payable to the employee, and shall not be basic pay of an employee for purposes of chapters 83 and 84 of title 5, United States Code (relating to retirement) and chapter 87 of such title (relating to life insurance coverage);

(2) shall not be included in Federal wages for purposes of chapter 85 of such title (relating to unemployment compensation);

(3) shall be subject to withholding for income and employment tax obligations as provided for by law; and

(4) shall be excluded from income (tax-exempt) up to \$5,250 each calendar year for student loans “incurred by the employee for the education of the employee” with the change in 26 U.S. Code § 127 of the Internal Revenue Code (CARES Act P.L. 116-136).

(A) The change in the Internal Revenue Code was extended with the passage of the Consolidated Appropriations Act, 2021 (P.L. 116-260) through January 1, 2026.

(B) Federal Parent Plus loans are not subject to the exclusion from income.

SEC. 5. REPORTS.

(a) In general.-- Not later than January 1 of each year, the Chief Administrative Officer shall prepare and submit to the Committees on House Administration and Appropriations of the House of Representatives a report on the Program for the fiscal year preceding the fiscal year in which the report is submitted, and shall include in the report information specifying-

(1) the number of eligible employees participating in the Program;

(2) the amounts expended for student loan payments under the Program;

(3) the amounts received as reimbursements under section 3, including amounts collected pursuant to section 3(c)(2), and information on the number of waivers granted pursuant to section 3(c)(4); and

(4) any other information relating to the Program which is requested to be included in the report by the Committee on House Administration or the Committee on Appropriations of the House of Representatives.

(b) Confidentiality.-- Such report shall not include any information which is considered confidential or could disclose the identity of individual employees or employing offices. Information required to be contained in the report of the Chief Administrative Officer under section 105 (a) of the Legislative Branch Act, 1965 (2 U.S.C. § 104 a) shall not be considered to be personal information for purposes of this paragraph.

Sec. 6. Definitions. -- In these regulations:

- (a) Chief Administrative Officer.-- The term "Chief Administrative Officer" means the Chief Administrative Officer of the House of Representatives.
- (b) Eligible employee.-- The term "eligible employee" means an individual who is an employee of the House of Representatives.
- (c) Employee of the House of Representatives.--The term "employee of the House of Representatives" has the meaning given the term in section 101 of the Congressional Accountability Act of 1995 (2 U.S.C. § 1301), but does not include a Member of the House of Representatives or a Delegate or the Resident Commissioner to the Congress.
- (d) Employing office.-- The term "employing office" means the employing office, as defined in section 101 of the Congressional Accountability Act of 1995 (2 U.S.C. § 1301), of an employee of the House of Representatives.
- (e) Student loan.-- The term "student loan" means
 - (1) a loan made, insured, or guaranteed under part B, D, or E of title IV of the Higher Education Act of 1965 (20 U.S.C. §§ 1071 *et seq.*, 1087a *et seq.*, or 1087aa *et seq.*); and
 - (2) a health education assistance loan made or insured under part A of title VII of the Public Health Service Act (42 U.S.C. §§ 292 *et seq.*), or under part E of title VIII of such Act (42 U.S.C. §§ 297a *et seq.*).

Adopted February 10, 2021