

# 2024 POST-GRADUATION DEBT REPAYMENT ASSISTANCE PROGRAM

# POLICY BOOKLET

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#### UNIVERSITY OF TORONTO FACULTY OF LAW

# POST-GRADUATION DEBT REPAYMENT ASSISTANCE PROGRAM (PDRAP)

#### PROGRAM GOALS AND OVERVIEW – SHORT SUMMARY

- ♦ The Post-Graduation Debt Repayment Assistance Program (PDRAP) is the first and is only one of two such programs currently offered in Canada. Its purpose is to provide law school loan repayment assistance for JD graduates who have lower incomes for up to 10 years after graduation. The goal is to ensure that our graduates can make career choices based on their interests rather than debt-induced financial pressure.
- ♦ PDRAP loans assist graduates with the repayment of eligible academic student debt after graduation. The assistance provided to the participant is in the form of loans from the Faculty of Law. The PDRAP loan covers the annual amount that the participant is required to pay on their law school debt (e.g. the monthly minimum payment for government student loans and Faculty of Law authorized Lines of Credit).
- ♦ A participant can enter, leave, and re-enter the program any time within 10 years of their graduation. Graduates may be eligible on the basis of the nature of their employment, health or disability-related issues, staying at home to care for dependents, and/or because they are continuing as full-time students after law school.
- ♦ At the end of each year, a certain percentage of the loan is forgiven. For each subsequent year that the student qualifies, the Faculty of Law will continue to provide a loan and forgive a higher percentage of the cumulative loan. PDRAP's loan forgiveness schedule is designed to provide the most forgiveness to those participants who remain in lower-paying careers for the longest period of time. If a student stays in the program for 10 years, the loan will be forgiven in its entirety.
- ♦ The Basic Income Level (BIL) for 2024 has been set at \$72,766 per year. If a participant's income does not exceed the Basic Income Level, the Faculty of Law will loan the participant their entire annual eligible debt repayment obligation.
- ♦ A participant with a higher income may still qualify for a PDRAP loan. If the participant's income exceeds the Basic Income Level, the participant will be expected to contribute 30% of the excess income per annum to reduce their loan obligation. If the participant's expected contribution is higher than their annual debt repayment obligation, the participant will be ineligible for PDRAP assistance.
- ♦ If the participant is no longer eligible to participate in PDRAP due to an increase in income, they will be required to start paying back the remaining balance of their PDRAP loan (i.e. amount that was not forgiven). The loan is non-interest bearing and must be paid back by the end of the participant's 10-year eligibility period.

#### **GLOSSARY**

#### **Adjusted Basic Income Level (ABIL)**

An exemption amount per year that may be added to the basic income level, such as pre-law educational loans or eligible dependents.

#### **Amortization Period**

The fixed period during which a borrower is required to pay back a debt.

#### **Annual Percentage Rate**

The total cost of borrowing money expressed as an annual rate.

#### **Basic Income Level (BIL)**

The income that a participant earns from all sources. If a participant is married and their spouse/partner is earning more than them, the basic income level will be the average of their incomes as determined by Line 15000 of the income tax Notice of Assessment (NOA).

#### Consolidation

Combining two or more educational loans into a new loan with a new payment schedule and interest rate.

#### **Credit Score**

The score used by lenders to measure a borrower's creditworthiness. It is based on previous borrowing and payment history.

#### **Dependent**

A parent or child (under the age of 18 years) whom the PDRAP participant supports financially.

#### Eligible Pre-law Debt

Educational loans taken during undergraduate and graduate studies before commencing the J.D. Program. Only government loans are eligible.

#### Forgivable Loan

A loan that a borrower does not have to pay back in full, so long as they meet conditions attached to the loan. For a portion of the loan to be forgiven, the borrower must fulfill certain responsibilities and adhere to certain restrictions.

#### **Grace Period**

A period of time before the borrower enters a repayment period. It begins when the borrower graduates and ends when the first loan payment is due.

#### Interest

The monthly cost of borrowing money. Interest is charged as a percentage of the amount that a borrower has borrowed.

#### **Line of Credit (LOC)**

A loan arrangement which allows a borrower to borrow up to a fixed amount of money. Lines of credit generally have lower interest rates than other forms of debt, such as credit cards.

#### Line of Credit - Authorized (formerly known as Interest-Free Loan)

Amount of eligible loan taken from LOC, based on financial aid assessment by the Faculty on which the Faculty reimbursed interest payments during law school enrollment.

#### **National Student Loans Service Centre (NSLSC)**

Graduates can check their federal student loan balance(s) on <u>NSLSC's website</u>. Ontario, British Columbia, Manitoba, Newfoundland and Labrador, and Saskatchewan have integrated student loans under NSLSC, which means students can see both their federal government loans and provincial government loans at one place.

#### **Parental Leave**

An approved leave from employment.

#### **Participant Contribution**

The amount, based on income from all sources, that the participant is expected to pay towards their loan payments before receiving any PDRAP assistance. If PDRAP participants earn less than the Basic Income Level specified by the program, this amount is \$0.

#### **Prime Interest Rate**

The interest rate used by banks to determine the cost of borrowing. It is used as an index rate for other interest rates. The rate of interest on lines of credit with the law school's preferred lenders (Scotiabank and TD Bank) is prime. The prime rate of interest can change over time.

#### **Principal**

The total amount borrowed.

#### Repayment Assistance Plan (RAP) and RAP-D for students with disabilities

A federal government program that helps graduates who are having difficulty making payments toward their government student loan. The program reduces participant's monthly payment amounts but is reassessed every six months.

#### Spouse/Partner

A person of the same or opposite sex to whom the participant is married, or with whom the participant has cohabited in a conjugal relationship for a period of three or more years, or who is reported to the government by the participant as a common-law partner. If the partners have a child together by birth or adoption, they only need to have been living together for one year.

#### **ELIGIBILITY**

PDRAP is open to all University of Toronto, Faculty of Law J.D. graduates within 10 years of their graduation date. Graduates may be eligible on the basis of the nature of their employment, health or disability-related issues, staying at home to care for dependents, and/or because they are continuing as full-time students after law school.

Graduates are eligible to apply for PDRAP any time within ten years of graduation, as long as they meet the Program's requirements. For graduates who do not enter the Program immediately after graduation, the eligibility period will be ten years less the number of years since graduation from the Faculty of Law.

#### **EMPLOYMENT**

Participants are expected to be working full-time. Participants who are not working full-time must confirm that they are actively seeking full-time work or demonstrate that there are extenuating circumstances preventing them from doing so (e.g. health or disability-related issues, staying at home to care for dependents, and/or because they are continuing as full-time students after law school). Supporting documentation may be required.

#### **INCOME**

For the purpose of determining a participant's PDRAP eligibility, annual gross income will be calculated as follows:

Canadian Income Tax Return	Line 15000	(Gross income)
Add Deduct Deduct	Line 21200	(taxable capital gains) (Union and Professional Dues) (Child Care Expenses)*

Participants are required to report the total cumulative value of gifts, inheritances, or other financial windfalls received by their household which, taken together, total over \$10,000 in value in a calendar year. The cumulative amount over \$10,000 will be added to the participant's or spouse's income for the year.

\*Childcare Expenses: PDRAP recognizes professional child care expenses in accordance with the CRA rules. This means that eligible childcare expenses will be deducted from the participant's or the participant's spouse's income, depending on who has the lower income in the household. Payments do not qualify as childcare expenses if they are made to the parent or guardian of the child.

#### **CREDIT SCORE**

Participants must have an acceptable credit rating as determined by a recognized credit bureau at the time of their application to PDRAP. Continuing eligibility for PDRAP is contingent upon participants maintaining an acceptable credit rating. Currently, the minimum acceptable score is around 600.

#### **ELIGIBLE LOANS**

The following types of loans are eligible to be covered by PDRAP:

- Federal and Provincial student loans taken while at the Faculty of Law
- Faculty of Law pre-authorized lines of credit amounts as determined by the Faculty of Law's Financial Aid Program, and borrowed from Scotiabank, TD Bank or another financial institution.

The repayment obligations of pre-law educational loans are not eligible for coverage by PDRAP. Instead, pre-law debt may be used to adjust the participant's Basic Income Level (BIL).

Graduates who only have pre-law educational loans (e.g. OSAP loans taken out during undergraduate years) and/or non-eligible law-related loans (e.g. amounts taken from the Scotiabank line-of-credit that were not approved as part of the Faculty of Law's interest-free loan program) do not qualify to participate in the PDRAP.

PDRAP only considers eligible debts that are currently in repayment. Loan repayments that have been suspended are not eligible (e.g. repayment on government loans is suspended when a student returns to full-time studies).

#### TERMINATION OF BENEFITS AND DISQUALIFICATION FROM THE PROGRAM

All PDRAP participants must be up to date on their loan repayment as required by the government and/or their bank. Default or delinquency on loan repayments will disqualify a participant from PDRAP.

PDRAP participants must not have outstanding balances owing to the University of Toronto or the Faculty of Law.

Misrepresentation of any information provided to the Faculty of Law will result in termination of eligibility under the Program. Outstanding amounts must be paid back immediately upon termination or disqualification.

#### CALCULATING ANNUAL PDRAP BENEFITS

To calculate a participant's annual PDRAP benefit, the program determines the participant's Basic Income Level, annual debt repayment obligations, and any expected annual contributions.

#### 1. DETERMINING BASIC INCOME LEVEL OR ADJUSTED BASIC INCOME LEVEL

#### **Basic Income Level (BIL)**

For 2024, the Basic Income Level has been set at \$72,760. This amount is adjusted annually for inflation based on the Consumer Price Index.

PDRAP asks participants to estimate their income for the year that they are applying for PDRAP benefits. In the following year they are asked to provide their previous year's income tax notice of assessment. If their total income as shown on the income tax notice of assessment is different from what they estimated in their previous year's PDRAP application, their benefit will be recalculated based on the new information. Any overpayment must be repaid immediately or it can be deducted from the participant's PDRAP benefit in the following year. See "Repayment of PDRAP Overpayment" on page 11.

For a participant who has a spouse/partner, the participant's income will be deemed as the greater of:

- Participant's income, or
- Half of the combined income of the participant and their spouse/partner.

If the spouse has eligible annual educational loan payments, they will be deducted from their annual income.

In cases in which the participant and their spouse/partner are both graduates of the Faculty of Law and are both eligible for the PDRAP in the same year:

- the income for each will be calculated as half of the couple's combined income, and
- no annual educational loan payments will be deducted from either spouse's income (as each spouse is subject to assistance under the PDRAP).

#### **Adjusted Basic Income Level (ABIL)**

The BIL can be adjusted if a participant has pre-law educational debt (such as government student loans taken during undergraduate years), has eligible dependents, and/or has bar admission expenses that were not reimbursed or covered by an employer. Supporting documentation is required.

- Annual loan payments (principal and interest) relating to pre-law educational debt will be added to the participant's BIL. The lesser of either the actual annual repayment obligation or \$4,000 per year may be claimed.
- An allowance of \$5,000 will be added to the participant's BIL for each eligible dependent.
- Bar admission expenses that were not reimbursed or covered by an employer will be added to the participant's BIL.

For examples of Adjusted Basic Income Levels, please see page 10.

#### 2. DETERMINING ANNUAL LOAN REPAYMENT OBLIGATIONS

For basic information about debt repayment principles, please see Appendix B: "Understanding Loan Repayment".

The Faculty of Law lends PDRAP participants the amount that they are required to pay toward their annual law school debt repayment. The Financial Aid Office determines participant's eligible annual loan repayment obligations based on the information provided in their PDRAP application.

- Government student loans: The monthly repayment is listed on the consolidated student loan and repayment form agreement. If government student loans include pre-law loans, the Financial Aid Office will calculate the monthly re-payment for the law-related loans only.
- **Pre-authorized Lines of Credit loans:** The monthly repayment is calculated based on the total loan amount that was approved by the Faculty of Law and that the participant actually borrowed during their J.D. program, the annual interest rate, and a 10-year amortization.
- **First-time participants right after graduation:** PDRAP benefits will be calculated based on the assumption that the pre-authorized loan entered an interest-only repayment period immediately following graduation. The interest-only repayment will continue during the articling period and for 24 months after the articling period is finished. The government loans will enter principal and interest repayment six months immediately following graduation.

PDRAP benefits are calculated assuming a 10-year amortization. Participants who are paying more than the minimum monthly payments (and therefore less than a 10-year amortization schedule) in order to pay down their debts faster will not receive more than the 10-year amortization amount from PDRAP.

Participants are required to use the amount received from the Program to pay their loans. Participants must provide proof of payment of their loans for the current academic year during which the benefit was awarded. PDRAP will not cover loan payments beyond 10 years after graduation.

#### Repayment Assistance Plan (RAP)

RAP is a government program to assist participants who are having difficulty or are unable to make payments toward their government loans. RAP participants typically have reduced government loan payment obligations, or no repayment obligations, for a temporary period of time.

For RAP participants, their PDRAP benefits will be assessed based on the actual amount of government debt repayment that they are required to pay during their participation in RAP. Participants are responsible to inform the Faculty of Law when their RAP repayment assistance period ends so that their PDRAP benefits can be reassessed and maximized.

#### 3. DETERMINING PARTICIPANT'S ANNUAL CONTRIBUTION

If a participant's income does not exceed the Basic Income Level (BIL) or Adjusted Basic Income Level (ABIL), the Faculty of Law will contribute the participant's entire annual debt repayment obligation. If the participant's income exceeds the BIL or ABIL, the participant will be expected to contribute 30% of the excess income per annum to reduce their loan obligations.

#### Examples (assuming the 2024 BIL of \$72,760):

**Participant #1** is married and neither partner has pre-law educational debt. The participant's expected annual income for 2024 is \$55,000. The participant's partner's income is \$70,000. The eligible income is calculated as (55,000+70,000)/2=\$62,500 which is lower than BIL of \$72,760, therefore the participant is not expected to contribute to their authorized debt obligations.

**Participant #2** is single, has pre-law educational debt which has an annual repayment of \$3,323. This pre-law debt raises participant's Adjusted BIL to \$76,083 (\$72,760+ \$3,323). This participant's annual income is \$80,000, which exceeds the ABIL and the participant is expected to contribute 30% of \$3,917 (80,000-76,083), which is \$1,175.10 towards their debt obligations. The remaining eligible debt obligations will be covered by PDRAP.

**Participant #3** is single, has pre-law educational debt which has an annual repayment of \$3,323 and one dependent. The participant has an actual annual income of \$100,000, and therefore has an Adjusted Basic Income Level of \$81,083 (\$72,760+\$3,323+\$5,000). This participant is expected to contribute 30% or \$5,675.10 (100,000-\$81,083) towards their debt. If the debt amount is higher, the participant remains in the program until such time as when their 30% contribution can cover their annual debt obligation. If the debt amount is lower than \$5,675.10, the participant is able to pay that amount and has graduated from the program. The participant will need to begin repaying unforgiven portion of their loan from the Faculty. The forgiveness portion is described below.

#### 4. PDRAP FORGIVENESS SCHEDULE

PDRAP's forgiveness schedule is designed to provide the most forgiveness to those participants who remain in lower-paying career streams for the longest period of time. At the end of 10 years in PDRAP, the entire PDRAP loan is forgiven by the Faculty of Law.

As the participant continues to be eligible, the loan portion that is not forgiven for the year is carried forward to the following year. This carry-forward loan amount is added to the participant's new PDRAP loan for that following year. The amount that will be forgiven for that year will be determined based on the cumulative, multi-year loan amount.

While a participant can enter the program any time within 10 years of their graduation, the loan forgiveness will be calculated based on the actual number of years in the program.

Years of participation in the PDRAP	Percentage of PDRAP loan to be forgiven at the end of the year	Percentage of PDRAP loan to be repaid before exiting the Program		
1	10%	90%		
2	20%	80%		
3	30%	70%		
4	40%	60%		
5	50%	50%		
6	60%	40%		
7	70%	30%		
8	80%	20%		
9	90%	10%		
10	100%	0%		

#### REPAYMENT OF PDRAP LOANS

PDRAP loans provided to participants do not require repayment so long as participants continue to be eligible. By the time the participant's 10-year term of eligibility in the program is over, no money will be owed to the Faculty because the loan will have either been repaid or forgiven, or a combination of both.

Participants who cease to be eligible because they start earning a higher income or have repaid all eligible loans will be required to start paying back the remaining balance of their PDRAP loan immediately. The amount to be repaid is the PDRAP loan amount minus the forgiven amount.

The maximum repayment term is a participant's remaining eligibility period in the PDRAP. For example, if a participant stays in the program for 4 years, they will have 6 years to repay the remaining loan. Faculty's PDRAP loan is non-interest bearing and the minimum monthly payment cannot be less than \$100.

#### REPAYMENT OF PDRAP OVERPAYMENTS

A returning participant will be asked to provide their (and partner's, if applicable) income tax notice of assessment (NOA) from previous year. The total income (line 15000 on Canadian income tax notice of assessment) on this assessment will be compared with the participant's estimated income on the previous year's PDRAP application.

If the participant's total income is greater than the estimated income, the participant's previous year's PDRAP benefits will be recalculated. If the recalculated PDRAP benefit is lower than the actual PDRAP benefit disbursed, the participant will be asked to repay the overpayment. The overpayment can be repaid immediately, or it can be deducted from the participant's PDRAP benefit in the following year, if the participant submits an application for that year and remains eligible for PDRAP benefit. If the recalculated PDRAP benefit is higher than the actual PDRAP benefit disbursed, the participant will receive the additional benefit.

A participant's (and partner's, if applicable) end-of-year employment salary information will also be used to confirm if they are still eligible for their original PDRAP benefit calculation. If their salary has changed, their PDRAP benefit will be re-calculated accordingly. Participants who are eligible for increased PDRAP benefits will receive bigger second payments. Participants who are eligible for lower PDRAP benefits will receive smaller second payments. Participants who are no longer eligible for PDRAP benefits because of increased employment salaries will be asked to repay their first payment, as well as any unforgiven PDRAP benefits from prior years.

#### PAYMENT SCHEDULE

PDRAP benefits are distributed twice a year. The first payment is for the first six-month period (January to June). The second payment is for the remaining six-month period (July to December). In order to be eligible to receive the second payment, the Financial Aid Office must be provided with updated employment information for both the participant and partner, an updated copy of the government loans details, and a recent copy of the participant's Scotiabank or TD Bank Line of Credit statement **no later than January 15, 2025**.

Delay in submitting supplementary information will result in participants forfeiting their benefits. Participants will also be asked to repay the first payment of PDRAP benefit that they received, as well as the unforgiven portion of the PDRAP loans they received in previous years.

The first payment will be provided directly to participants once the Faculty of Law has received their signed loan agreement form. Participants are required to use their entire PDRAP benefit to pay their government student and Lines of Credit loans for the current calendar year for which the benefit has been awarded. Proof of loan repayments will be required.

#### ALLOCATION OF PDRAP FUNDS

The Financial Aid Office will allocate PDRAP funds among eligible participants for each application year. Eligible participants will receive PDRAP benefits that are prorated based on the number of participants receiving assistance and funds available for disbursement in any given year. This means that a participant's benefit that was calculated using the formula may not be available in a given year.

#### APPLICATION PROCEDURE

Applications are online at the Faculty of Law website at <a href="law.utoronto.ca/financialaid/pdrap">law.utoronto.ca/financialaid/pdrap</a>

#### APPLICATION DEADLINE

#### May 31st

Current JD students apply the year after they graduate in June.

The deadline for applying to PDRAP is May 31<sup>st</sup> of the calendar year for which assistance is requested. PDRAP applications are assessed based on a participant's financial situation in a calendar year. An application must be made each calendar year for which assistance is sought. Late applications should be accompanied by a letter explaining any extenuating circumstances for the lateness. If the late application is accepted, PDRAP benefits will be *prorated* based on the lateness of the application. No applications will be accepted after July 31<sup>st</sup> of the calendar year for which benefits are requested.

Barring extraordinary circumstances, to be considered for PDRAP benefits, the Financial Aid Office must receive the completed application and all supporting documents by the deadline. Decisions on complete PDRAP applications will be communicated to participants by **June 30.** 

#### **REQUIRED DOCUMENTS**

The disbursement of PDRAP benefits is contingent on the participant signing a Loan Agreement and returning it to the Financial Aid Office within the required timeline.

Document	Applicant	Partner (If applicable)
Copy of Employment T-4 form/s for 2023 or 2023 NOA	X	X
Proof of employment/confirmation of annual salary (employer letter)	X	X
Consolidated Student Loan and Repayment form agreement(s) for all pre-law and law school loans showing current loan balance, payment terms, interest rate and monthly payment amount	X	X
Repayment Assistance program (RAP) documentation (if applicable)	X	X
Itemized annual loan statement(s) for Professional Line of Credit showing the current loan balance, monthly payment amount and proof of payment.	X	X
Proof of payment of PDRAP benefit towards government and Lines of Credit for continuing participants.	X	
Childcare documentation (i.e. a bill or a signed letter from the child care provider with child's name on it) - only lower income claims it	X	
2023 union and professional dues proof of payment	X	X
Bar admission expenses proof of payment (for newly admitted lawyers only if not covered/reimbursed by employer)	X	X (if spouse/partner is also a lawyer)

Other documentation may be required at the discretion of the Financial Aid Office.

#### PARTICIPANT INFORMATION

Participants are responsible for promptly notifying the Financial Aid Office in writing within 30 days of any changes in their income, marital status, deferment of loan repayment or other relevant information that may impact the participant's eligibility.

#### REQUEST FOR RECONSIDERATION

A participant may request that their application for PDRAP benefits be reconsidered by the Financial Aid Committee within four weeks of the date of the PDRAP notification letter. To request a reconsideration, please send a letter to outlining the relief sought to the Financial Aid Committee along with any supporting documentation to the financial aid office at financialaid.law@utoronto.ca

All decisions by the Financial Aid Committee are final.

#### **INDIVIDUAL FACTORS**

In administering the PDRAP, individual factors and special needs may be considered. Special circumstances will be treated on a case-by-case basis.

#### FINANCIAL AID OFFICE CONTACT INFORMATION

For any inquiries or for further information, please contact:

Irene Aiello, Manager, Financial Aid J.D. Program

Phone: 416-978-5842

Email: financialaid.law@utoronto.ca

## APPENDIX A

#### SAMPLE CALCULATIONS OF PDRAP BENEFITS

The following examples provide various possibilities under the PDRAP.

All PDRAP benefits calculated pursuant to the rules set out in this booklet are subject to being reduced proportionately based on the number of participants receiving assistance and funds available in any given year.

#### Example 1

Single participant and first year in PDRAP

- Class of 2023, consider loan payments for the period from July, 2023 through Dec, 2024
- Total projected annual income for 2024 is \$55,000
- Total eligible government law school debt with a monthly principal and interest payment of \$275. Government loans entered repayment on November 2023
- Total eligible Faculty of Law Line of Credit with a monthly interest payment of \$235.
- Annual eligible law loan obligation first year immediately after graduation (\$8,080 = \$3,850 + \$4,230):
  - Government loans (14 months x \$275) = \$3,850 (start in Nov, the year of graduation)
  - Line of Credit loan, interest payments only (18 months x \$235) = \$4,230 (*June-the year after graduation*)
- No eligible pre-law educational debt

This participant's basic income is not adjusted because they have no dependents and no eligible prelaw educational debt.

Participant's income minus participant's Basic Income Level	\$55,000 - \$72,760 = \$0
Participant's expected contribution 30% of Excess Income	\$0 x 30% = \$0
Faculty of Law's contribution/PDRAP benefit Annual eligible loan obligations minus participant's expected contribution	\$8,080 - \$0 = \$8,080

The Faculty of Law will provide this participant with a loan in the amount of \$8,080. This amount should be used by the participant to pay their monthly payment obligations on eligible law educational loans for the 2024 calendar year.

At the end of the first year, 10% of the \$8,080 PDRAP loan (\$808) will be forgiven. If after the first year this participant is no longer eligible to participate in the PDRAP, they will be required to start re-paying the remaining \$7,272 (\$8,080 - \$808) loan.

#### Example 2

Single participant with eligible pre-law educational debt and first year in PDRAP

- Class of 2023
- Total projected annual income \$75,000 for 2024
- Total eligible government law school debt with a monthly principal and interest payment of \$275.
- Total eligible Faculty of Law Line of Credit loan with monthly interest payment of \$235.
- Annual eligible law loan obligation first year immediately after graduation (\$8,080 = \$3,850 + \$4,230):
  - Government loans (14 months x \$275) = \$3,850
  - Faculty of Law interest-free loan (18 months  $\times$  \$235) = \$4,230
- Total eligible pre-law educational debt with an annual loan payment of \$3,178.
- Participants' adjusted Basic Income Level = \$75,938 (\$72,760 + \$3,178)

This participant's basic income is adjusted because of pre-law educational debt.

Excess income Participant's Income minus participant's adjusted Basic Income Level	\$75,000 - \$75,938 = 0
Participant's expected contribution 30% of Excess Income	\$0 x 30% = \$0
Faculty of Law's contribution/PDRAP benefit Annual eligible loan obligations minus Participant's expected contribution	\$8,080 - 0 = \$8,080

The Faculty of Law will provide this participant with a loan in the amount of \$8,080. This amount should be used by the participant to pay their monthly payment obligations on eligible law educational loans for the 2024 calendar year.

At the end of the first year, 10% of the \$8,080 PDRAP loan (\$808) will be forgiven. If after the first year this participant is no longer eligible to participate in the PDRAP, they will be required to start re-paying the remaining \$7,272 (\$8,080 - \$808) loan.

#### Example 3

Married participant and first year in PDRAP

- Class of 2023
- Participant's total annual income = \$75,000
- Spouse's total annual income = \$90,000
- Total family annual income after graduation the greater of:
  - Participant's income \$75,000 or
  - $\frac{1}{2}$  of combined income = \$82,500 (\$75,000 + \$90,000)/2
- Total eligible government law school debt with a monthly principal and interest payment of \$275.
- Total eligible Faculty of Law Line of Credit loan with a monthly interest payment of \$235.
- Annual eligible law loan obligation first year immediately after graduation (\$8,080 = \$3,850 + \$4,230):
  - Government loans (14 months x \$275) = \$3,850
  - Interest-free loan (18 months x \$235) = \$4,230
- No eligible pre-law educational debt
- Participant's Basic Income Level = \$72,760

This participant's basic income is not adjusted because they have no dependents and no prelaw educational debt.

Excess income Participant's Income minus participant's adjusted Basic Income Level	\$82,500 - \$72,760 = \$9,740
Participant's expected contribution 30% of Excess Income	\$9,749*30% = \$2,922
Faculty of Law's contribution/PDRAP benefit Annual eligible loan obligations minus Participant's expected contribution	\$8,080 - \$2,922 = \$5,158

The Faculty of Law will provide this participant with a loan in the amount of \$5,158. This amount should be used by the participant to pay their monthly payment obligations on eligible law educational loans for the 2024 calendar year.

At the end of the first year, 10% of the \$5,158 PDRAP loan (\$516) will be forgiven. If after the first year this participant is no longer eligible to participate in the PDRAP, they will be required to start re-paying the remaining \$4,642 (\$5,158-\$516) loan.

#### Example 4

Married participant with a child, eligible pre-law educational debt. This is 5<sup>th</sup> year in the program.

- Class of 2019
- Annual income of \$100,000 in 2023
- Partner's income of \$60,000 per year; partner has no student loans
- Participant has one dependent under 18 (\$5,000 will be added to the BIL)
- Total eligible government law school debt with a monthly payment of \$430.
- Total eligible Faculty of Law Line of Credit loan with a monthly principal and interest payment of \$575.
- Total eligible pre-law educational debt of with monthly principal and interest payment of \$385
  - Eligible annual pre-law educational loan repayment = \$4,620 (\$385 x 12 months). Only \$4,000 of this annual obligation will be added to the basic income level, per the pre-law educational loan policy explained on page 8.
- 2024 Basic Income Level = \$72,760
- Participant's adjusted Basic Level = \$81,760 (\$72,760 + \$5,000 + \$4,000)

This participant's basic income is adjusted because they have one dependent and eligible pre-law educational debt.

■ Participant needs to contribute 30% of (\$100,000-\$81,760) = \$5,472 towards their debt

The participants' Annual loan obligation is  $(\$430 \times 12)+(\$575 \times 12)=\$5,160+\$6,900=\$12,060$ The Faculty of Law's expected contribution is \$12,060-\$5,472=\$6,588.

This amount will be added to the debt from prior years and since this is participant's 5th year, 50% of the total cumulative loan will be forgiven.

# APPENDIX B

#### **UNDERSTANDING LOAN REPAYMENT**

This section provides a basic framework for understanding how loan repayment works.

All lenders will expect borrowers to begin repaying their loans within a certain time after graduation. The terms and conditions for each loan are different, even for educational loans. PDRAP participants or potential applicants are advised to either review the documentation they signed when they assumed their loans or speak to their lender(s).

Each loan has an interest rate attached to it. For example, Lines of Credit Loans with Scotiabank and TD have interest rate of prime. This means the cost of borrowing will fluctuate with the Bank of Canada's prime rate.

All lenders impose an amortization period, which is a limited time within which borrowers must pay back their loans. Some lenders may use a longer amortization period; for such cases, a borrower's monthly payment will be lower but there will be more interest paid overall.

Typically, lenders will tell borrowers the monthly minimum payment that they are required to pay. Borrowers who have taken out several loans will need to add up each monthly minimum payment required to determine their total monthly minimum payments to cover all loans.

Government lenders amortize loans over 114 months since during the first 6 month the students don't make any payments. The banks amortize loans over a variable period of time, but the law school assumes an amortization period of 120 months, or 10 years.

Applicants are encouraged to reach out to the Financial Aid office to discuss how their loan payment amounts are calculated for the purposes of the PDRAP program.

# **APPENDIX C**

#### PDRAP CALCULATION EXAMPLE

# **Student Graduated in 2021**

Post- Graduation Year & Count		Annual Debt Payment Graduate owes lenders (\$) (Amortized Payment)	UofT loan to Graduate to pay current year's Debt Payment (\$)	Total UofT Loans (PDRAP Benefit) given to Graduate to pay Debt Payments owed to lenders (\$)
2022	1st	10,000	10,000	After $l \ yr : 10,000 = 10,000$
2023	2nd	10,000	10,000	After 2 yrs : $10,000 + 10,000 = 20,000$
2024	3rd	10,000	10,000	After 3 yrs : $10,000 + 20,000 = 30,000$
2025	4th	10,000	10,000	After 4 yrs : $10,000 + 30,000 = 40,000$
2026	5th	10,000	10,000	After 5 yrs : $10,000 + 40,000 = 50,000$
2027	6th	10,000	10,000	After 6 yrs : $10,000 + 50,000 = 60,000$
2028	7th	10,000	10,000	After 7 yrs : $10,000 + 60,000 = 70,000$
2029	8th	10,000	10,000	After 8 yrs : $10,000 + 70,000 = 80,000$
2030	9th	10,000	10,000	After 9 yrs : $10,000 + 80,000 = 90,000$
2031	10th	10,000	10,000	After 10 yrs: $10,000 + 90,000 = 100,000$

# **UofT Loan (PDRAP Benefit) given to Graduate for paying Annual Debt Payment to lenders (\$)**

Post- Graduat Year & C	tion	UofT Loan for Annual Payment	UofT Loan owing from last year	Should now be owing to UofT	Portion that should now be owing to UofT that is forgiven by UofT  Actual UofT Loan amount that will be owing to UofT after forgiveness		owing to UofT that is		UofT		
2022	1st	10,000.00 +	0.00 =	= 10,000.00	10% of	10,000.00	=	1,000.00	10,000.00 -	1,000.00 =	9,000.00
2023	2nd	10,000.00 +	9,000.00 =	= 19,000.00	20% of	19,000.00	=	3,800.00	19,000.00 -	3,800.00 =	15,200.00
2024	3rd	10,000.00 +	15,200.00 =	= 25,200.00	30% of	25,200.00	=	7,560.00	25,200.00 -	7,560.00 =	17,640.00
2025	4th	10,000.00 +	17,640.00 =	= 27,640.00	40% of	27,640.00	=	11,056.00	27,640.00 -	11,056.00 =	16,584.00
2026	5th	10,000.00 +	16,584.00 =	= 26,584.00	50% of	26,584.00	=	13,292.00	26,584.00 -	13,292.00 =	13,292.00
2027	6th	10,000.00 +	13,292.00 =	= 23,292.00	60% of	23,292.00	=	13,975.20	23,292.00 -	13,975.20 =	9,316.80
2028	7th	10,000.00 +	9,316.80 =	= 19,316.80	70% of	19,316.80	=	13,521.76	19,316.80 -	13,521.76 =	5,795.04
2029	8th	10,000.00 +	5,795.04 =	= 15,795.04	80% of	15,795.04	=	12,636.03	15,795.04 -	12,636.03 =	3,159.01
2030	9th	10,000.00 +	3,159.01 =	= 13,159.01	90% of	13,159.01	=	11,843.11	13,159.01 -	11,843.11 =	1,315.90
2031	10th	10,000.00 +	1,315.90 =	= 11,315.90	100% of	11,315.90	=	11,315.90	11,315.90 -	11,315.90 =	0.00