



**MHEC**

*Creating a state of achievement*

**Maryland John R. Justice Grant  
Student Loan Repayment Program**

**2020-2021 Application**

**Maryland Higher Education Commission  
Office of Outreach and Grants Management  
6 N. Liberty Street, 10<sup>th</sup> Floor  
Baltimore, MD 21201**

**Application Due: Friday, January 22, 2021 at 5:00 p.m.**

**Maryland John R. Justice Grant Student Loan Repayment Program**

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Maryland John R. Justice Grant Student Loan Repayment Program



**SUMMARY TIMETABLE**

Application Open	December 9, 2020
Applications Due by 5:00 p.m. to MHEC	January 22, 2021
Notice of Grant Award	February 8, 2021
Grant Ends	February 8, 2022

# Maryland John R. Justice Grant Student Loan Repayment Program

## **PROGRAM INFORMATION**

The Maryland John R. Justice Grant Student Loan Repayment Program provides loan repayment assistance for state and federal Maryland public defenders and prosecutors. To receive assistance, the state and federal public defenders and prosecutors agree to remain employed as public defenders and prosecutors for a minimum of three-years. Recipients must sign a three-year service obligation agreement to receive a Maryland John R. Justice Grant. If the grant recipient fails to fulfill the three-year service obligation, the recipient must repay the full grant award.

## **ELIGIBLE APPLICANT**

Eligible applicants are Maryland state and federal public defenders and prosecutors who meet the following criteria:

- Be a U.S. Citizen or eligible non-citizen;
- Have an outstanding balance due on a qualified education loan(s), which includes Federal Stafford loans, Graduate PLUS loans, consolidation loans, and Perkins loans;
- Be an attorney continually licensed to practice law in Maryland, and
  - A full-time employee of the state of Maryland or unit of local government, including tribal government, who prosecutes criminal or juvenile delinquency cases at the state or unit of local government level, including supervision, education, or training of other persons prosecuting such cases;
  - A full-time employee of the state of Maryland or unit of local government, including tribal government, who provides legal representation to indigent persons in criminal or juvenile delinquency cases including supervision, education or training of other persons providing such representation;
  - A full-time employee of a nonprofit organization operating under a contract with the state of Maryland or unit of local government who devotes substantially all of the employee's full-time employment to providing legal representation to indigent persons in criminal or juvenile cases including supervision, education, or training of other persons providing such representation; or
  - Employed in the state of Maryland as a full-time federal defender attorney in a defender organization pursuant to Section 9 (g) of section 3006A of Title 18, United States Code that provides legal representation to indigent persons in criminal or juvenile delinquency cases.
  - Not be in default on a federal guaranteed educational loan or owe a refund on any scholarship or grant program administered by MHEC's Office of Student Financial Assistance.

*Prosecutors employed with the federal government are not eligible to apply.*

## **Student Loans Eligible for Repayment**

- A loan made, insured or guaranteed under Part B of subchapter IV of Chapter 28 of Title 20 (Federal Family Education Loan Program);
- A loan made under part C or D of subchapter IV of Chapter 28 of Title 20 (William D. Ford Federal Direct Loan and Federal Perkins Loans); and
- A loan made under section 1078-3 or 1087 e(g) of Title 20 (Federal consolidation loans and Federal Direct Consolidation loans, respectively).

## **Student Loans Ineligible for Repayment**

- A loan made to parents of a dependent student under section 428B of the Higher Education Act of 1965 (20 U.S.C. 1078-2);
- A Federal Direct PLUS loan made to the parents of a dependent student; and
- A loan under section 428C or 455 (g) of the Higher Education Act of 1965 (20 U.S.C. 1078-3 (Federal consolidation loans) and 1087 e(g) (Federal Direct Consolidation loans) to the extent that such loan was used to repay a loan described in clause (iv) or (v).

## **INCOME and Loan Debt Limits**

Applicants' prior-year Adjusted Gross Income (AGI) must equal or be less than \$60,000 if single, or \$130,000 if married AND have a minimum of \$40,000 total eligible student loan debt. If a sufficient number of applicants are not received within the income and loan debt guidelines, the AGI and/or loan balance minimums will be adjusted.

## **NOTICE OF GRANT AWARD**

Awardees will receive notice of award by midnight on Monday, February 8, 2021.

## **GRANT AWARD AND DISBURSEMENT**

Allocation of program funds will be equally distributed between prosecutors and public defenders. Each Appellate Court district will be allocated an equal share of funds for prosecutors and public defenders. This process will allow an equitable distribution based on geography and populations served as program guidelines require.

Recipients are selected based on their ability to repay their student loans as determined by a ratio of student loan debt to adjusted gross income (AGI) and a cost of living factor based on the applicant's residence.

Applicants in each Appellate Court district, identified by county of employment, will be ranked by their loan debt/AGI ratio, and the applicant with the highest ratio will be eligible to receive an award. A cost of living factor based on county of residence will be used if qualified applicants have identical loan debt/AGI ratios. Applicants not receiving benefits under another program that provides loan repayment/forgiveness assistance for eligible educational loans will be considered before applicants receiving such benefits. Once all the funds allocated for a particular district have been exhausted on prosecutor and defender rankings, there will be no additional awards for the district. If the number of applicants from a specific region is insufficient to exhaust the funds, then the remaining dollars in that district's allocation will be awarded to the highest-ranked individuals who were not funded in other appellate districts. During the initial year of awarding, modifications may be required to meet all program guidelines

***All payments to eligible applicants are subject to federal and state tax regulations***

### ***Disclaimer***

*All Maryland John R. Justice Grant Student Loan Repayment Program grant awards are subject to the availability of funding and the U.S. Department of Justice approval of the signed service obligation agreement.*

## **APPLICATION FORMAT & DELIVERY INSTRUCTIONS**

The application and supporting documents must be received by January 22, 2021.

Submit original documents to:

Beneé Edwards

John R. Justice Grant Program

Maryland Higher Education Commission

6 N. Liberty Street, 10th Floor

Baltimore, MD 21201

Please contact Beneé Edwards at [benee.edwards@mayland.gov](mailto:benee.edwards@mayland.gov) with any questions.

**MARYLAND JOHN R. JUSTICE GRANT PROGRAM**  
**Application**

Award Year 2020-2021

Questions: [benec.edwards@maryland.gov](mailto:benec.edwards@maryland.gov)



**Section A - Applicant Information** (Please print)

1. Social Security Number: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Date of birth: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_
2. Last name: \_\_\_\_\_ First name: \_\_\_\_\_ MI: \_\_\_\_\_  
Previous name under which records may be kept: \_\_\_\_\_
3. Permanent mailing address: \_\_\_\_\_  
City: \_\_\_\_\_ State: MD Zip code: \_\_\_\_\_ County: \_\_\_\_\_
4. Home phone: \_\_\_\_\_ Work phone: \_\_\_\_\_
5. E-mail address: \_\_\_\_\_
6. Marital status:  Unmarried  Married Spouse: \_\_\_\_\_
7. Are you currently or will receive any other loan repayment assistance including from any loan forgiveness program during the period 2/8/2021 to 2/8/2022?  YES  NO.

**Section B - School Debt**

Loans eligible for repayment assistance are made, insured, or guaranteed under part B of subchapter IV of chapter 28 of Title 20(Federal Family Education Loan Program); A loan made under part C or D of Subchapter IV of chapter 28 of Title 20 (William D. Ford Federal Direct Loan and Federal Perkins Loans); A loan made under section 1078-3 or 1087e(g) of Title 20 (Federal Consolidation Loans and Federal Direct Consolidation loans). The first listed will be the lender receiving the payment.

- Lender/Service: \_\_\_\_\_ Type of Loan \_\_\_\_\_ Balance: \_\_\_\_\_
- Lender/Service: \_\_\_\_\_ Type of Loan \_\_\_\_\_ Balance: \_\_\_\_\_
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- Lender/Service: \_\_\_\_\_ Type of Loan \_\_\_\_\_ Balance: \_\_\_\_\_
- Lender/Service: \_\_\_\_\_ Type of Loan \_\_\_\_\_ Balance: \_\_\_\_\_

(Please add additional sheets if necessary)

Monthly student loan payment for all outstanding loans:\$ \_\_\_\_\_

## Section C – Certification

I understand that an application packet will not be considered complete until all the following completed documents are submitted:

1. **Application**: Complete and sign the *2020-2021 John R. Justice Grant Program Application*.
2. **Proof of Employment**: Complete the top portion of the *Employment Verification* form and have your employer completely fill out the lower portion of the form. Incomplete forms will be returned for completion.
3. **Proof of Loans**: Complete the top portion of the *Lender Verification* form for each loan and have your lender completely fill out the lower portion of the form. Recent account statements that contain all the pertinent loan information **and specifically indicate the type of loan which is eligible for this program** may be submitted instead of the lender verification form. Applicants will be contacted if documentation is not sufficient.
4. **Tax Return**: Photocopy of your (and your spouse's) **signed 2019 Federal** income tax return if filed and a copy of your **2020 W-2s**. **If you do not sign your tax return it will be considered incomplete – this includes copies of tax returns which were electronically filed.** If you were **not required** to file taxes, you must request verification of non-filing by calling the IRS at 1-800-829-1040.
5. **Service Agreement**:
  - a. Appendix A: Complete and sign the John R. Justice Student Loan Repayment Program Service Agreement if this is your initial John R. Justice Grant Program Application.
  - b. Appendix B: Complete and sign the John R. Justice Student Loan Repayment Program Service Agreement Acknowledgment of Benefit if you are in your 2<sup>nd</sup> or 3<sup>rd</sup> year of participating in the John R. Justice Grant Program.
  - c. Appendix C: Complete and sign the John R. Justice Student Loan Repayment Program Service Agreement – Secondary Term of Service if you have already completed a 3-year John R. Justice Grant Program service obligation and you are seeking an additional benefit.

All the information on this application is true and complete to the best of my (our) knowledge. If asked, I (we) will provide proof of the information I (we) have given on this application. By signing this application, I acknowledge that if I am awarded through this program that the amount received is taxable income for the year that it is received and it is my responsibility to declare it on my income tax return.

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Signature of applicant

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Date

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Signature of applicant's spouse

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Date

**Application due: January 22, 2021 at 5:00 p.m.**

*Mail to:*

*Dr. Beneé Edwards, John R. Justice Grant Program  
Maryland Higher Education Commission  
6 N. Liberty Street, 10<sup>th</sup> Floor  
Baltimore, MD 21201*



**MARYLAND JOHN R. JUSTICE GRANT PROGRAM**  
Employment Verification  
Award Year 2020-2021

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**Section A - Release (To be completed by the applicant)**

Social Security Number: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Date of birth: \_\_\_\_/\_\_\_\_/\_\_\_\_

Last name: \_\_\_\_\_ First name: \_\_\_\_\_ MI: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip code: \_\_\_\_\_

I authorize my employer to provide the employment information to the Maryland Higher Education Commission.

\_\_\_\_\_  
Applicant's signature

\_\_\_\_\_  
Date

**Section B - Employment (To be completed by employer)**

The above named employee has applied for the John R. Justice Grant Program with the Maryland Higher Education Commission. **Please complete the following section and return it to the employee.**

Employer Type & Field (check one): \_\_\_\_ State Prosecutor \_\_\_\_ State Public Defender \_\_\_\_ Federal Public Defender

Job title of employee: \_\_\_\_\_

Annual Salary: \_\_\_\_\_

Name of organization: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_

State: MD Zip Code: \_\_\_\_\_ County: \_\_\_\_\_

I certify that the information provided above is true and complete to the best of my knowledge and the applicant meets the definition of an eligible prosecutor or public defender for assistance under the John R. Justice Grant program.

\_\_\_\_\_  
Signature of Employer

\_\_\_\_\_  
Date

Printed name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

**Note:** If employer is a nonprofit organization, please enclose copy of the verification under Section 501 (c) (3) or (4) of the Internal Revenue Code of 1986.

**MARYLAND JOHN R. JUSTICE GRANT PROGRAM**  
**Lender Verification**  
**Award Year 2020-2021**



**Note:** This form must be completed for each loan listed in Part A of the application. Copy as necessary.

**Section A – Release (To be completed by the applicant)**

Social Security Number: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Date of birth: \_\_\_\_/\_\_\_\_/\_\_\_\_

Last name: \_\_\_\_\_ First name: \_\_\_\_\_ MI: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip code: \_\_\_\_\_

I authorize my lender, \_\_\_\_\_, to provide the loan information requested by the Maryland Higher Education Commission.

\_\_\_\_\_  
Applicant's signature

\_\_\_\_\_  
Date

**Section B - (To be completed by the lender)**

\_\_\_\_\_  
Type of Loan (Please see types of eligible loans listed below)

\_\_\_\_\_  
Account Number

*Loans eligible for repayment assistance are made, insured, or guaranteed under part B of subchapter IV of chapter 28 of Title 20 (Federal Family Education Loan Program); A loan made under part C or D of Subchapter IV of chapter 28 of Title 20 (William D. Ford Federal Direct Loan and Federal Perkins Loans); A loan made under section 1078-3 or 1087e(g) of Title 20 (Federal Consolidation Loans and Federal Direct Consolidation loans).*

\$ \_\_\_\_\_ This loan is:  Current  In-default  In-deferment  
Outstanding balance

\_\_\_\_\_  
Name of lender or servicer

\_\_\_\_\_  
Federal I.D. number of lender or servicer

\_\_\_\_\_  
Address of lender or servicer

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip code

I certify that the information provided above is true and complete to the best of my knowledge.

\_\_\_\_\_  
Signature of official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed name of official

\_\_\_\_\_  
Title of official

Telephone number: \_\_\_\_\_

E-mail: \_\_\_\_\_

***Please return completed form to the applicant at the above address.***

**Appendix A**  
**U.S. Department of Justice**  
**John R. Justice Student Loan Repayment Program (JRJSLRP)**  
**Service Agreement**

NAME: \_\_\_\_\_

In consideration of the student loan repayment incentive for which I have been offered under 42 U.S.C. §3797cc-21, I hereby agree as follows:

1. I will remain employed as a prosecutor or public defender for a period of service of not less than three years (36 months) unless involuntarily separated from my employment.

In accordance with 42 U.S.C. §3797cc-21(b)(1), the term “prosecutor” is understood to mean a full-time employee of a State or unit of local government who—

- (A) is continually licensed to practice law; and
- (B) Prosecutes criminal or juvenile delinquency cases at the State or unit of local government level (including supervision, education, or training of other persons prosecuting such cases).

In accordance with 42 U.S.C. §3797cc-21(b)(2), the term “public defender” is understood to mean an attorney who—

- (A) Is continually licensed to practice law; and
- (B) Is—
  - (i) a full-time employee of a State or unit of local government who provides legal representation to indigent persons in criminal or juvenile delinquency cases (including supervision, education, or training of other persons providing such representation);
  - (ii) a full-time employee of a nonprofit organization operating under contract with a State or unit of local government, who devotes substantially all of the employee’s full-time employment to providing legal representation to indigent persons in criminal or juvenile delinquency cases (including supervision, education, or training of other persons providing such representation); or
  - (iii) employed as a full-time Federal defender attorney in a defender organization established pursuant to section 3006A of Title 18, that provides legal representation to indigent persons in criminal or juvenile delinquency cases.

2. I understand that JRJSLRP funds are a supplement to, not a substitute for, my personal student loan obligations. I understand that amounts to be paid on my behalf are subject to the availability of funds and my continued eligibility. I understand that if I do not remain eligible, then further loan repayment benefits may be denied although the service obligation will remain in force. I understand that the award of JRJSLRP in any fiscal year does not guarantee benefits in future fiscal years, and that awards are subject to the 21 availability of appropriations. I understand that any loan repayments made on my behalf may be taxable and subject to withholding.

3. I authorize the Department of Justice and/or the designated JRJSLRP State administrative agency, to verify the status, payment history, and outstanding balance of each qualifying loan, and to discuss the terms with the lender or note holder, or predecessors or successors in interest.

The term “qualifying loan” is understood to have the same meaning as “student loan” in 42 U.S.C. §3797cc-21(b)(3):

- (1) A loan made, insured, or guaranteed under part B of subchapter IV of chapter 28 of Title 20;
- (2) A loan made under part C or D of subchapter IV of chapter 28 of Title 20; and
- (3) A loan made under section 1078-3 or 1087e(g) of Title 20.

Further, the term “qualifying loan” is expressly understood not to include any of the following loans:

- (1) A loan made to the parents of a dependent student under section 1078-2 of Title 20.
- (2) A Federal Direct PLUS Loan made to the parents of a dependent student.

(3) A loan made under section 1078-3 or 1087e(g) of Title 20 to the extent that such loan was used to repay a loan described in sub. (1) or (2) above.

4. I will notify the designated JRJSLRP State administrative agency, without delay, in writing, of any transfer to a new position or employing agency, identifying myself as a JRJSLRP beneficiary.
5. I will notify the designated JRJSLRP State administrative agency, without delay, in writing, of my intention to voluntarily separate, resign, or retire from my position as an eligible beneficiary before completing my service obligation under paragraph 1 above.
6. I will notify the designated JRJSLRP State administrative agency, without delay, in writing, of my status in default of any loan obligation with respect to a qualifying "student loan," as defined in 42 U.S.C. §3797cc-21(b)(3)(A).
7. In the event I voluntarily leave my position as an eligible beneficiary, or in the event I am involuntarily separated for misconduct or unacceptable performance before completing the agreed upon period of service, I will be indebted to the Federal government and must reimburse the Department of Justice for the full amount of any student loan repayments made on my behalf under this service agreement. I further acknowledge that a sum equal to the amount that I am required to repay shall be recoverable by the Federal government from me (or my estate, if applicable) by such methods as are provided by law for the recovery of amounts owed to the Federal government.
8. I understand and affirm that I remain responsible for making regular student loan payments, that such responsibility is not abated by selection for participation in the JRJSLRP, and that I am required to continue to make personal payments toward my qualifying loans to remain eligible for the JRJSLRP in the future. I understand that JRJSLRP payments will be made directly to the holder of my qualifying loan(s) and that I will not be the direct recipient of any such funds.
9. Loan repayments made on my behalf pursuant to this agreement do not exempt me from responsibility and/or liability for the full amount of any loan in which I am the debtor.
10. I am responsible for any income tax obligation resulting from the student loan repayments made on my behalf.

**The Bureau of Justice Assistance does not provide legal advice on possible tax obligations resulting from receipt of JRJ benefits. The following is provided for informational purposes only. Beneficiaries of JRJ Student Loan Repayment Program benefits remain personally responsible for, and should consult with their tax advisors for advice on, any tax obligations resulting from benefits paid on their behalf.**

*As a courtesy to JRJ beneficiaries and state administering agencies, BJA has requested information from the Internal Revenue Service (IRS) that may be helpful to beneficiaries and JRJ state administering agencies (SAAs) in determining tax consequences of JRJ benefits. The IRS provided a response to that request and a copy of both the inquiry and response are available on our web site at: [www.bja.gov/ProgramDetails.aspx?Program\\_ID=65](http://www.bja.gov/ProgramDetails.aspx?Program_ID=65).*

11. I understand that, by law, repayment benefits made on my behalf cannot exceed \$10,000 in any calendar year or an aggregate total of \$60,000. This limitation should not, under any circumstances, be construed as an obligation of said benefits. This agreement may be modified by the parties, subject to the limitations of 42 U.S.C. §§ 3797cc-21(d) and (e), to provide additional student loan repayment benefits without the need for an entirely new agreement. Such modifications include, but are not limited to, the possibility of payment increases, or the extension of benefits beyond the initial three-year service obligation, in consideration for additional service commitment by the beneficiary, based upon terms to be determined by the parties.
12. Periods of leave without pay, or other periods during which I am not in a pay status do not count toward the completion of the required service period upon reemployment. The service completion date must be extended by the total time spent in non-pay status. However, absence because of uniformed service in a recognized branch of the United States military, authorized maternity/paternity, FMLA, or due to compensable injury is considered

creditable (within the sole discretion of the Director of BJA) toward the required service period upon reemployment.

13. This agreement is null and void if I am not selected for JRJSLRP in the year I sign and date this agreement.

14. Privacy Act Notification: This information is provided pursuant to the Privacy Act of 1974 (Public Law 94-579), as amended, for individuals supplying information for inclusion in a system of records. The authority for the collection of this information is 42 U.S.C. §3797cc-21. The purpose of the John R. Justice Loan Repayment for Prosecutors and Public Defenders statute is to encourage qualified individuals to enter and continue employment as prosecutors and public defenders. This Agreement and related data are made part of the file to be used within the Department of Justice for record-keeping and management while participating in the John R. Justice Loan Repayment program. The information also may be disclosed outside the Department, as permitted by the Privacy Act and Freedom of Information Act, to the Congress, the Internal Revenue Service, and pursuant to court order. You are asked to provide your Social Security Number. Please note that if you do not provide this information, and you are selected to participate in the John R. Justice Loan Repayment program, your Social Security Number will be required later to enable the Department to verify your eligibility status. Failure to submit this information will render this Agreement incomplete and you will be considered ineligible to participate in the program.

I, \_\_\_\_\_, agree to the terms of this Service Agreement.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

**Appendix B**  
**U.S. Department of Justice**  
**John R. Justice Student Loan Repayment Program (JRJSLRP)**  
**Service Agreement Acknowledgment of Benefit**

I, \_\_\_\_\_, hereby acknowledge the following:

1. I have personally executed a JRJSLRP Service Agreement and the term of obligated public service thereunder (as designated in said Service Agreement) has not yet expired as of the date of execution hereunder.
2. Additional JRJSLRP benefit payments have been made on my behalf during the fiscal year in which this document is executed.
3. I remain bound by the terms of my JRJSLRP Service Agreement.
4. At the expiration of my term of obligated public service (as designated in the JRJSLRP Service Agreement to which I am currently subject), I may enter into a separate agreement that will govern the terms and conditions of the receipt of any additional JRJSLRP benefits received on my behalf outside the terms and conditions of the JRJSLRP Service Agreement to which I am now subject.

***The Bureau of Justice Assistance does not provide legal advice on possible tax obligations resulting from receipt of JRJ benefits. The following is provided for informational purposes only. Beneficiaries of JRJ Student Loan Repayment Program benefits remain personally responsible for, and should consult with their tax advisors for advice on, any tax obligations resulting from benefits paid on their behalf.***

*As a courtesy to JRJ beneficiaries and state administering agencies, BJA has requested information from the Internal Revenue Service (IRS) that may be helpful to beneficiaries and JRJ state administering agencies (SAAs) in determining tax consequences of JRJ benefits. The IRS provided a response to that request and a copy of both the inquiry and response are available on our web site at: [www.bja.gov/ProgramDetails.aspx?Program\\_ID=65](http://www.bja.gov/ProgramDetails.aspx?Program_ID=65).*

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

**Appendix C**  
**U.S. Department of Justice**  
**John R. Justice Student Loan Repayment Program (JRJSLRP)**  
**Service Agreement – Secondary Term of Service**

NAME: \_\_\_\_\_

In consideration of the student loan repayment incentive for which I may qualify under 42 U.S.C. §3797cc-21, such incentive having been offered above and beyond the incentive(s) from which I have already benefitted from in exchange for a term of service that I have fulfilled, I hereby agree as follows:

1. I will remain employed as a prosecutor or public defender for a period of service of not less than one year (12 months), unless involuntarily separated from my employment.

In accordance with 42 U.S.C. §3797cc-21(b)(1), the term “prosecutor” is understood to mean a full-time employee of a State or unit of local government who—

- (C) is continually licensed to practice law; and
- (D) prosecutes criminal or juvenile delinquency cases at the State or unit of local government level (including supervision, education, or training of other persons prosecuting such cases).

In accordance with 42 U.S.C. §3797cc-21(b)(2), the term “public defender” is understood to mean an attorney who—

- (C) is continually licensed to practice law; and
- (D) is—
  - (iv) a full-time employee of a State or unit of local government who provides legal representation to indigent persons in criminal or juvenile delinquency cases (including supervision, education, or training of other persons providing such representation);
  - (v) a full-time employee of a nonprofit organization operating under contract with a State or unit of local government, who devotes substantially all of the employee’s full-time employment to providing legal representation to indigent persons in criminal or juvenile delinquency cases (including supervision, education, or training of other persons providing such representation); or
  - (vi) employed as a full-time Federal defender attorney in a defender organization established pursuant to section 3006A of Title 18, that provides legal representation to indigent persons in criminal or juvenile delinquency cases.

2. I understand that JRJSLRP funds are a supplement to, not a substitute for, my personal student loan obligations. I understand that amounts to be paid on my behalf are subject to the availability of funds and my continued eligibility. I understand that if I do not remain eligible, then further loan repayment benefits may be denied although the service obligation will remain in force. I understand that the award of JRJSLRP in any fiscal year does not guarantee benefits in future fiscal years. I understand that any loan repayments made on my behalf may be taxable and subject to withholding.
3. I authorize the Department of Justice and/or the designated JRJSLRP State administrative agency, to verify the status, payment history, and outstanding balance of each qualifying loan, and to discuss the terms with the lender or note holder, or predecessors or successors in interest.

The term “qualifying loan” is understood to have the same meaning as “student loan” in 42 U.S.C. §3797cc-21(b)(3):

- (4) A loan made, insured, or guaranteed under part B of subchapter IV of chapter 28 of Title 20;
- (5) A loan made under part C or D of subchapter IV of chapter 28 of Title 20; and
- (6) A loan made under section 1078-3 or 1087e(g) of Title 20.

Further, the term “qualifying loan” is expressly understood not to include any of the following loans:

- (4) A loan made to the parents of a dependent student under section 1078-2 of Title 20.
  - (5) A Federal Direct PLUS Loan made to the parents of a dependent student.
  - (6) A loan made under section 1078-3 or 1087e(g) of Title 20 to the extent that such loan was used to repay a loan described in sub. (1) or (2) above.
4. I will notify the designated JRJSLRP State administrative agency, without delay, in writing, of any transfer to a new position or employing agency, identifying myself as a JRJSLRP beneficiary.
  5. I will notify the designated JRJSLRP State administrative agency, without delay, in writing, of my intention to voluntarily separate, resign, or retire from my position as an eligible beneficiary before completing my service obligation under paragraph 1 above.
  6. I will notify the designated JRJSLRP State administrative agency, without delay, in writing, of my status in default of any loan obligation with respect to a qualifying “student loan,” as defined in 42 U.S.C. §3797cc-21(b)(3)(A).
  7. In the event I voluntarily leave my position as an eligible beneficiary, or in the event I am involuntarily separated for misconduct or unacceptable performance before completing the agreed upon period of service, I will be indebted to the Federal government and must reimburse the Department of Justice for the full amount of any student loan repayments made on my behalf under this service agreement, to include any collection fees associated therewith. I further acknowledge that any said sum shall be recoverable by the Federal government from me (or my estate, if applicable) by such methods as are provided by law for the recovery of amounts owed to the Federal government.
  8. I understand and affirm that I remain responsible for making regular student loan payments, that such responsibility is not abated by selection for participation in the JRJSLRP, and that I am required to continue to make personal payments toward my qualifying loans to remain eligible for the JRJSLRP in the future. I understand that JRJSLRP payments will be made directly to the holder of my qualifying loan(s) and that I will not be the direct recipient of any such funds.
  9. Loan repayments made on my behalf pursuant to this agreement do not exempt me from responsibility and/or liability for the full amount of any loan in which I am the debtor.
  10. I am responsible for any income tax obligation resulting from the student loan repayments made on my behalf.

***The Bureau of Justice Assistance does not provide legal advice on possible tax obligations resulting from receipt of JRJ benefits. The following is provided for informational purposes only. Beneficiaries of JRJ Student Loan Repayment Program benefits remain personally responsible for, and should consult with their tax advisors for advice on, any tax obligations resulting from benefits paid on their behalf.***

*As a courtesy to JRJ beneficiaries and state administering agencies, BJA has requested information from the Internal Revenue Service (IRS) that may be helpful to beneficiaries and JRJ state administering agencies (SAAs) in determining tax consequences of JRJ benefits. The IRS provided a response to that request and a copy of both the inquiry and response are available on our web site at: [www.bja.gov/ProgramDetails.aspx?Program\\_ID=65](http://www.bja.gov/ProgramDetails.aspx?Program_ID=65).*

11. I understand that, by law, repayment benefits made on my behalf cannot exceed \$10,000 in any calendar year or an aggregate total of \$60,000. This limitation should not, under any circumstances, be construed as an obligation of said benefits. This agreement may be modified by the parties, subject to the limitations of 42U.S.C.

§3797cc-21(d) and (e), to provide additional loan repayment benefits without the need for an entirely new agreement. Such modifications include, but are not limited to, the possibility of payment increases, or the extension of benefits beyond the initial three- year service obligation, in consideration for additional service commitment by the beneficiary, based upon terms to be determined by the parties.



12. Periods of leave without pay, or other periods during which I am not in a pay status do not count toward the completion of the required service period upon reemployment. The service completion date must be extended by the total time spent in non-pay status. However, absence because of uniformed service in a recognized branch of the United States military, authorized maternity/paternity, FMLA, or due to compensable injury is considered creditable (within the sole discretion of the Director of BJA) toward the required service period upon reemployment.

13. This agreement is null and void if I am not selected for JRJSLRP in the year I sign and date this agreement.

14. Privacy Act Notification: This information is provided pursuant to the Privacy Act of 1974 (Public Law No. 94-579), as amended, for individuals supplying information for inclusion in a system of records. The authority for the collection of this information is 42 U.S.C. §3797cc-21. The purpose of the John R. Justice Loan Repayment for Prosecutors and Public Defenders statute is to encourage qualified individuals to enter and continue employment as prosecutors and public defenders. This Agreement and related data are made part of the file to be used within the Department of Justice for record-keeping and management while participating in the John R. Justice Student Loan Repayment program. The information also may be disclosed outside the Department, as permitted by the Privacy Act and Freedom of Information Act, to the Congress, the Internal Revenue Service, and pursuant to court order. You are asked to provide your Social Security Number. Please note that if you do not provide the information, and you are selected to participate in the John R. Justice Student Loan Repayment program, your Social Security Number will be required later to enable the Department to verify your eligibility status. Failure to submit this information will render this Agreement incomplete and you be considered ineligible to participate in the program.

I, \_\_\_\_\_, agree to the terms of this Service Agreement.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE