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The [U.S. Department of Justice](#) (DOJ), [Office of Justice Programs](#) (OJP), [Bureau of Justice Assistance](#) (BJA) is seeking applications for the John R. Justice (JRJ) Grant Program which provides loan repayment assistance for local, state, and federal public defenders and local and state prosecutors who commit to continued employment as public defenders and prosecutors. This program furthers the Department's mission by enhancing the criminal justice system by assisting with the recruitment and retention of qualified public defenders and prosecutors.

# John R. Justice (JRJ) FY 2015 Program Application Guidance

## Eligibility

Eligible applicants are agencies, as designated by the Governor of the state, territory, or the Mayor of Washington, D.C., to serve as the JRJ-specific administering agency and to which BJA will award funds to serve eligible recipients working within the respective state's, territory's, or District's jurisdiction.

## Deadline

Applicants must register in the [Grants Management System](#) (GMS) prior to submitting an application for this funding opportunity. Select the "Apply Online" button associated with the solicitation title. (See "How To Apply," page 14.) All registrations and applications are due by 8:00 p.m. eastern time on April 13, 2015. (See "Deadlines: Registration and Application," page 4.)

## Contact Information

For technical assistance with submitting the application, call the Grants Management System Support Hotline at 1-888-549-9901, option 3, or via e-mail to [GMSHelpDesk@usdoj.gov](mailto:GMSHelpDesk@usdoj.gov). The GMS Support Hotline hours of operation are Monday-Friday from 6:00 a.m. to 12 midnight eastern time, except federal holidays.

For assistance with any other requirements of this solicitation, contact Latanza Wilson, BJA State Policy Advisor, by telephone at 202-514-8267, or by e-mail at [Latanza.Wilson@usdoj.gov](mailto:Latanza.Wilson@usdoj.gov).

**Release date: February 17, 2015**

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# **John R. Justice (JRJ) FY 2015 Program Application Guidance (CFDA #16.816)**

## **A. Program Description**

### **Overview**

One pressing challenge facing our criminal justice system today is the recruitment and retention of qualified prosecutors and public defenders, who serve every day to ensure that our communities are protected, the rule of law is upheld, and the rights of the citizenry are safeguarded. Both prosecutor and public defender offices consistently find it difficult to attract and retain talented attorneys. Driven by educational debt, attorneys interested in public interest law often forego opportunities to work in these offices in order to seek more lucrative private sector positions. Attorney shortages in these offices can result in overworked attorneys handling unmanageable caseloads, potentially affecting public safety, the administration of justice, and ultimately the public's confidence in our justice system.

Student loan debt is consistently cited as the overwhelming reason why many attorneys decline or leave positions as prosecutors and public defenders. The vast majority of law students borrow to finance their legal education and the rising costs have imposed staggering debt. Furthermore, public defender and prosecutor salaries have failed to keep pace with the escalating cost of education. As a result, talented lawyers who would otherwise consider a career in this critical public service are often unwilling to accept or remain in attorney positions as prosecutors or public defenders, creating real challenges for those offices in their quest to hire and retain capable attorneys.

Acknowledging this challenge, the John R. Justice Prosecutors and Defenders Incentive Act (hereinafter referred to as the "Act"), codified at 42 U.S.C. §3797cc-21, and named for the late John Reid Justice of South Carolina, was enacted to encourage qualified attorneys to choose careers as prosecutors and public defenders and to continue in that service. The JRJ Grant Program (also referred to as the John R. Justice Student Loan Repayment Program or JRJSLRP) provides loan repayment assistance for local, state, and federal public defenders and local and state prosecutors who commit to continued employment as public defenders and prosecutors. To administer this program, BJA will fund the designated JRJ administering agency for each of the 56 states and territories to serve eligible recipients ("beneficiaries").

For each state and territory that is eligible for funding under the JRJ Grant Program, BJA will make awards to agencies designated by the Governor of those states or territories (or in the case of the District of Columbia, by the Mayor) to administer the JRJ Grant Program within the state or territory. These Governor-designated agencies shall establish and maintain a statewide JRJ Grant Program consistent with the guidance contained in this document and the Act.

## **B. Federal Award Information**

The Bureau of Justice Statistics has calculated a minimum base allocation for each state, territory, and the District of Columbia. This minimum base allocation will then be enhanced by

an amount proportional to that state's or territory's share of the national population. BJA reserves the right to reallocate unrequested funding in any fiscal year for use by participating states and to reduce future awards by amounts unexpended from prior year, all based upon such reasonable formulae as is necessary to extend accessibility to program funding.

Agencies designated by the Governor of a state or territory, including the Mayor of the District of Columbia, to administer the JRJ funding are eligible for the state allocation determined by the allocation process described above. Awards will be for 1 year.

All awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law.

### **Type of Award<sup>1</sup>**

BJA expects that it will make any award from this announcement in the form of a grant.

### **Match Requirement**

This program does not require a match. However, if a successful application proposes a voluntary match amount, the match amount incorporated into the OJP-approved budget becomes mandatory and subject to audit.

### **Pre-Agreement Cost Approvals**

OJP does not typically approve pre-agreement costs; an applicant must request and obtain the prior written approval of OJP for all such costs. If approved, pre-agreement costs could be paid from grant funds consistent with a grantee's approved budget, and under applicable cost standards. However, all such costs prior to award and prior to approval of the costs are incurred at the sole risk of an applicant. Generally, no applicant should incur project costs *before* submitting an application requesting federal funding for those costs. Should there be extenuating circumstances that appear to be appropriate for OJP's consideration as pre-agreement costs, the applicant should contact the point of contact listed on the title page of this announcement for details on the requirements for submitting a written request for approval. See the section on Costs Requiring Prior Approval in the [OJP Financial Guide](#), for more information.

### **Limitation on Use of Award Funds for Employee Compensation; Waiver**

With respect to any award of more than \$250,000 made under this solicitation, recipients may not use federal funds to pay total cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110 percent of the maximum annual salary payable to a member of the Federal Government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (The 2015 salary table for SES employees is available at [www.opm.gov/salary-tables](http://www.opm.gov/salary-tables).) Note: A recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds. (Any such additional compensation will not be considered matching funds where match requirements apply.)

The Assistant Attorney General for OJP may exercise discretion to waive, on an individual basis, the limitation on compensation rates allowable under an award. An applicant requesting a waiver should include a detailed justification in the budget narrative of the application. Unless the applicant submits a waiver request and justification with the application, the applicant should anticipate that OJP will request the applicant to adjust and resubmit the budget.

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<sup>1</sup> See *generally* 31 U.S.C. §§ 6301-6305 (defines and describes various forms of federal assistance relationships, including grants and cooperative agreements (a type of grant)).

The justification should include the particular qualifications and expertise of the individual, the uniqueness of the service the individual will provide, the individual's specific knowledge of the program or project being undertaken with award funds, and a statement explaining that the individual's salary is commensurate with the regular and customary rate for an individual with his/her qualifications and expertise, and for the work that is to be done.

### **Prior Approval, Planning, and Reporting of Conference/Meeting/Training Costs**

OJP strongly encourages applicants that propose to use award funds for any conference-, meeting-, or training-related activity to review carefully—before submitting an application—the OJP policy and guidance on “conference” approval, planning, and reporting available at [www.ojp.gov/funding/confcost.htm](http://www.ojp.gov/funding/confcost.htm). OJP policy and guidance (1) encourage minimization of conference, meeting, and training costs; (2) require prior written approval (which may affect project timelines) of most such costs for cooperative agreement recipients and of some such costs for grant recipients; and (3) set cost limits, including a general prohibition of all food and beverage costs.

### **Costs Associated with Language Assistance (if applicable)**

If an applicant proposes a program or activity that would deliver services or benefits to individuals, the costs of taking reasonable steps to provide meaningful access to those services or benefits for individuals with limited English proficiency may be allowable. Reasonable steps to provide meaningful access to services or benefits may include interpretation or translation services where appropriate.

For additional information, see the "Civil Rights Compliance" section under “Solicitation Requirements” in the [OJP Funding Resource Center](#).

## **Performance Measures**

To assist in fulfilling the Department's responsibilities under the Government Performance and Results Act of 1993 (GPRA), Public Law 103-62, and the GPRA Modernization Act of 2010, Public Law 111-352, applicants who receive funding under this program must provide data that measures the results of their work done under this solicitation. Post award, recipients will be required to submit quarterly performance metrics through BJA's online Performance Measurement Tool (PMT), located at [www.bjaperformancetools.org](http://www.bjaperformancetools.org). Applicants should review the complete list of JRJ performance measures at: [www.bjaperformancetools.org/help/JRJgrid.pdf](http://www.bjaperformancetools.org/help/JRJgrid.pdf). (Note: Due to ongoing review, the performance measures for this program may change slightly within the next year.)

OJP does not require applicants to submit performance measures data with their applications. Instead, applicants should discuss their proposed methods for collecting data for performance measures in their application. Refer to the section “What an Application Should Include” (page 6) for additional information.

## **C. Eligibility**

Refer to the title page for eligibility under this program.

## D. Application and Submission Information

### What an Application Should Include

Applicants should anticipate that if they fail to submit an application that contains all of the specified, its elements may negatively affect the review of the application; and, should a decision be made to make an award, it may result in the inclusion of special conditions that preclude the recipient from accessing or using award funds pending satisfaction of the conditions.

Applicants may combine the Budget Narrative and the Budget Detail Worksheet in one document. However, if an applicant submits only one budget document, it must contain **both** narrative and detail information. Please review the “Note on File Names and File Types” under [How to Apply](#) to be sure applications are submitted in permitted formats.

OJP strongly recommends that applicants use appropriately descriptive file names (e.g., “Program Narrative,” “Budget Detail Worksheet and Budget Narrative,” “Timelines,” “Memoranda of Understanding,” “Resumes”) for all attachments. Also, OJP recommends that applicants include resumes in a single file.

Grant recipients are required to comply with the information in [Appendix A: Guidance on State Implementation of the JRJ Program](#).

#### 1. Information to Complete the Application for Federal Assistance (SF- 424)

The SF-424 is a required standard form used as a cover sheet for submission of pre-applications, applications, and related information. Grants.gov and GMS take information from the applicant’s profile to populate the fields on this form. When selecting “type of applicant,” if the applicant is a for-profit entity, select “For-Profit Organization” or “Small Business” (as applicable).

#### 2. Project Abstract (Attachment 1)

Applicants should provide an abstract that includes the applicant’s name, goals of the program, and a description of the strategy to be used. The abstract should also list the total number of prosecutors, public defenders, and federal public defenders employed in the state prior to the availability of JRJ funds along with the current number employed for each. The abstract should not exceed 1 page and must be double-spaced.

#### 3. Program Narrative (Attachment 2)

Applicants must submit a program narrative that generally describes the proposed program activities for the 1-year grant period. The program narrative must be double-spaced, using a standard 12-point font (Times New Roman is preferred) with not less than 1-inch margins, and must not exceed 15 pages. Number pages “1 of 15,” “2 of 15,” etc.

The narrative must include:

##### a. Outreach Plan

Applicants must submit a plan outlining their outreach strategy for prospective eligible beneficiaries (including current and continuing beneficiaries) in their state. This plan must reflect an equal emphasis on outreach to both prosecutors and public defenders. In conducting outreach, BJA encourages agencies that administer JRJ Grant Programs to publicize the availability of the Income-Based Repayment (IBR) plan, Public Service

Loan Forgiveness (PSLF), and other available loan repayment assistance programs (LRAPs) that may apply.

b. Program Plan Overview

Applicants must provide a brief overview to explain how beneficiaries will apply for loan repayment, how decisions will be made as to eligibility and awards, and how data will be collected and assessed for performance measure evaluation. This overview should include details about:

- Evaluation criteria used to determine applicant eligibility and least ability to repay.
- General grant application process.
- Technical application process (e.g., how prospective beneficiaries will submit their application).
- Attachments that prospective beneficiaries will be required to submit with their applications (e.g., loan documents, debt obligation data, proof of employment, income verification, transcripts, job evaluations, etc.).
- Proposed process and method for awarding additional JRJ benefits on behalf of individuals who have already completed the initial 3-year term of service of their original JRJSLRP Service Agreement and would like to apply for additional benefits in exchange for additional terms of service.
- Proposed methods for collecting data for performance measure evaluation.

c. Compliance with Statutory Requirements

Applications must address a JRJ agency's plan to comply with the statutory requirement that priority consideration be given to those with "the least ability to repay" their loans. Applicants may use their own discretion in identifying a methodology that best identifies a person's ability to repay their loans; however, at a minimum, this plan must include an assessment of the following:

- The beneficiary's total educational debt. (The beneficiary's total educational debt, not just monthly student loan payment(s) should be considered.)
- The beneficiary's gross or net income; or, if married, household gross or net income.
- An adjustment for the cost of living.

Applicants may also wish to give consideration to additional factors in identifying those potential beneficiaries who have "the least ability to repay" their loans, such as:

- The ratio of the beneficiary's total education debt to total assets.
- Number of dependents claimed by the beneficiary.
- The beneficiary's non-educational debt financial obligations.

d. Distribution of Funding

The application must include a statutory compliance plan that addresses a JRJ agency's plan to consider a fair distribution of funding based on geography and population density. Applications should ensure that funding is not isolated or heavily concentrated in any particular metropolitan area or geographic section of the state or territory. The plan should also address how much of the current award will be used to meet the statutory requirement found in 42 U.S.C. §3797cc-21(f)(2), which provides that priority be given to those individuals who: (a) have received repayment benefits in the prior fiscal year (FY 2014) and (b) who have completed less than 3 years of their initial JRJSLRP Service Agreement.

#### **4. Designated Agency Representative Letter (Attachment 3)**

Applicants should include a copy of the most recent letter from the Governor of the state, territory, or the Mayor of the District of Columbia (or person expressly designated by the Governor or Mayor) designating a JRJ agency to administer these funds as Attachment 3. A new Designated Agency Representative Letter is only required if there is a change in designated agency.

#### **5. Budget Detail Worksheet and Budget Narrative (Attachment 4)**

Applicants must submit a budget detail worksheet and budget narrative outlining how JRJ funds, including administrative funds, if applicable, will be used to support and/or implement the program. The Governor-designated JRJ agency may use up to 10 percent of the state award for costs associated with administering the program within the state or territory. Among the administrative costs that would be considered are costs incurred in producing outreach materials (e.g., marketing materials, web sites, brochures, briefings, surveys, and analyses to measure the impact of the program).

##### **a. Budget Detail Worksheet**

A sample Budget Detail Worksheet can be found at [www.ojp.gov/funding/Apply/Resources/BudgetDetailWorksheet.pdf](http://www.ojp.gov/funding/Apply/Resources/BudgetDetailWorksheet.pdf). Applicants that submit their budget in a different format should include the budget categories listed in the sample budget worksheet.

For questions pertaining to budget and examples of allowable and unallowable costs, see the OJP Financial Guide at [www.ojp.gov/financialguide/index.htm](http://www.ojp.gov/financialguide/index.htm).

##### **b. Budget Narrative**

The Budget Narrative should thoroughly and clearly describe every category of expense listed in the Budget Detail Worksheet. OJP expects proposed budgets to be complete, cost effective, and allowable (e.g., reasonable, allocable, and necessary for project activities).

Applicants should demonstrate in their budget narratives how they will maximize cost effectiveness of grant expenditures. Budget narratives should generally describe cost effectiveness in relation to potential alternatives and the goals of the project. For example, a budget narrative should detail why planned in-person meetings are necessary, or how technology and collaboration with outside organizations could be used to reduce costs, without compromising quality.

The narrative should be mathematically sound and correspond with the information and figures provided in the Budget Detail Worksheet. The narrative should explain how the applicant estimated and calculated all costs, and how they are relevant to the completion of the proposed project. The narrative may include tables for clarification purposes but need not be in a spreadsheet format. As with the Budget Detail Worksheet, the Budget Narrative should be broken down by year.

##### **c. Non-Competitive Procurement Contracts In Excess of Simplified Acquisition Threshold**

If an applicant proposes to make one or more non-competitive procurements of products or services, where the non-competitive procurement will exceed the simplified acquisition threshold (also known as the small purchase threshold), which is currently set at \$150,000, the application should address the considerations outlined in the [Financial Guide](#).



#### **d. Pre-Agreement Costs**

For information on pre-agreement costs, see “Pre-Agreement Cost Approvals” under Section [B. Federal Award Information](#).

#### **6. Indirect Cost Rate Agreement (if applicable)**

Indirect costs are allowed only if the applicant has a federally approved indirect cost rate. (This requirement does not apply to units of local government.) Attach a copy of the federally approved indirect cost rate agreement to the application. Applicants that do not have an approved rate may request one through their cognizant federal agency, which will review all documentation and approve a rate for the applicant organization, or, if the applicant’s accounting system permits, costs may be allocated in the direct cost categories. If DOJ is the cognizant federal agency, obtain information needed to submit an indirect cost rate proposal at [www.ojp.usdoj.gov/funding/pdfs/indirect\\_costs.pdf](http://www.ojp.usdoj.gov/funding/pdfs/indirect_costs.pdf).

#### **7. Applicant Disclosure of High Risk Status**

Applicants are to disclose whether they are currently designated high risk by another federal grant making agency. This includes any status requiring additional oversight by the federal agency due to past programmatic or financial concerns. If an applicant is designated high risk by another federal grant making agency, you must email the following information to [OJPComplianceReporting@usdoj.gov](mailto:OJPComplianceReporting@usdoj.gov) at the time of application submission:

- The federal agency that currently designated the applicant as high risk
- Date the applicant was designated high risk
- The high risk point of contact name, phone number, and email address, from that federal agency
- Reasons for the high risk status

OJP seeks this information to ensure appropriate federal oversight of any grant award. Unlike the Excluded Parties List, this high risk information does not disqualify any organization from receiving an OJP award. However, additional grant oversight may be included, if necessary, in award documentation.

#### **8. Applicant Disclosure of Pending Applications**

All applicants are to disclose whether they have pending applications for federally funded assistance that include requests for funding to support the same project being proposed under this solicitation and will cover the identical cost items outlined in the budget narrative and worksheet in the application under this solicitation. The disclosure should include both direct applications for federal funding (e.g., applications to federal agencies) and indirect applications for such funding (e.g., applications to State agencies that will be subawarding federal funds).

OJP seeks this information to help avoid any inappropriate duplication of funding. Leveraging multiple funding sources in a complementary manner to implement comprehensive programs or projects is encouraged and is not seen as inappropriate duplication.

Applicants that have pending applications as described above are to provide the following information about pending applications submitted within the last 12 months:

- The federal or state funding agency
- The solicitation name/project name

- The point of contact information at the applicable funding agency

Federal or State Funding Agency	Solicitation Name/Project Name	Name/Phone/E-mail for Point of Contact at Funding Agency
DOJ/COPS	COPS Hiring Program	Jane Doe, 202/000-0000; <a href="mailto:jane.doe@usdoj.gov">jane.doe@usdoj.gov</a>
HHS/ Substance Abuse & Mental Health Services Administration	Drug Free Communities Mentoring Program/ North County Youth Mentoring Program	John Doe, 202/000-0000; <a href="mailto:john.doe@hhs.gov">john.doe@hhs.gov</a>

Applicants should include the table as a separate attachment, with the file name “Disclosure of Pending Applications,” to their application. Applicants that do not have pending applications as described above are to include a statement to this effect in a separate attachment page. (e.g., “[Applicant Name] does not have pending applications submitted within the last 12 months for federally funded assistance that include requests for funding to support the same project being proposed under this solicitation and will cover the identical cost items outlined in the budget narrative and worksheet in the application under this solicitation.”), with the file name “Disclosure of Pending Applications,” to their application.

### 9. Accounting System and Financial Capability Questionnaire

Any applicant (other than an individual) that is a non-governmental entity and that has not received any award from OJP within the past 3 years must download, complete, and submit this [form](#).

### 10. Disclosure of Lobbying Activities

Any applicant that expends any funds for lobbying activities is to provide the detailed information requested on the form, Disclosure of Lobbying Activities ([SF-LLL](#)).

## How to Apply

Applicants must submit applications through the [Grants Management System \(GMS\)](#), which provides cradle to grave support for the application, award, and management of awards at OJP. Applicants **must register in GMS for each specific funding opportunity**. Although the registration and submission deadlines are the same, OJP urges applicants to **register promptly**, especially if this is their first time using the system. Find complete instructions on how to register and submit an application in GMS at [www.ojp.usdoj.gov/gmscbt/](http://www.ojp.usdoj.gov/gmscbt/). Applicants that experience technical difficulties during this process should e-mail [GMS.HelpDesk@usdoj.gov](mailto:GMS.HelpDesk@usdoj.gov) or call 888-549-9901 (option 3), Monday – Friday from 6:00 a.m. to midnight, Eastern Time, except federal holidays. OJP recommends that applicants **register promptly** to prevent delays in submitting an application package by the deadline.

**Note on File Types: GMS does not accept executable file types as application attachments.** These disallowed file types include, but are not limited to, the following extensions: “.com,” “.bat,” “.exe,” “.vbs,” “.cfg,” “.dat,” “.db,” “.dbf,” “.dll,” “.ini,” “.log,” “.ora,” “.sys,” and “.zip.”

All applicants should complete the following steps:

1. **Acquire a Data Universal Numbering System (DUNS) number.** In general, the Office of Management and Budget requires that all applicants (other than individuals) for federal funds include a DUNS number in their application for a new award or a supplement to an existing award. A DUNS number is a unique nine-digit sequence recognized as the

universal standard for identifying and differentiating entities receiving federal funds. The identifier is used for tracking purposes and to validate address and point of contact information for federal assistance applicants, recipients, and sub-recipients. The DUNS number will be used throughout the grant life cycle. Obtaining a DUNS number is a free, one-time activity. Call Dun and Bradstreet at 866-705-5711 to obtain a DUNS number or apply online at [www.dnb.com](http://www.dnb.com). A DUNS number is usually received within 1-2 business days.

2. **Acquire registration with the System for Award Management (SAM).** SAM is the repository for standard information about federal financial assistance applicants, recipients, and subrecipients. OJP requires that all applicants (other than individuals) for federal financial assistance maintain current registrations in the SAM database. Applicants must **update or renew their SAM registration annually** to maintain an active status.

Information about SAM registration procedures can be accessed at [www.sam.gov](http://www.sam.gov).

3. **Acquire a GMS username and password.** New users must create a GMS profile by selecting the “First Time User” link under the sign-in box of the [GMS](#) home page. For more information on how to register in GMS, go to [www.ojp.usdoj.gov/gmscbt/](http://www.ojp.usdoj.gov/gmscbt/).
4. **Verify the SAM (formerly CCR) registration in GMS.** OJP requests that all applicants verify their SAM registration in GMS. Once logged into GMS, click the “CCR Claim” link on the left side of the default screen. Click the submit button to verify the SAM (formerly CCR) registration.
5. **Search for the funding opportunity on GMS.** After logging into GMS or completing the GMS profile for username and password, go to the “Funding Opportunities” link on the left side of the page. Select BJA and BJA FY14 John R. Justice.
6. **Register by selecting the “Apply Online” button associated with the solicitation title.** The search results from step 5 will display the solicitation title along with the registration and application deadlines for this funding opportunity. Select the “Apply Online” button in the “Action” column to register for this solicitation and create an application in the system.
7. **Follow the directions in GMS to submit an application consistent with this solicitation.** Once submitted, GMS will display a confirmation screen stating the submission was successful. **Important:** In some instances, applicants must wait for GMS approval before they can submit an application. OJP urges applicants to submit the application **at least 72 hours prior** to the due date of the application.

#### **Note: Duplicate Applications**

If an applicant submits multiple versions of an application, BJA will review only the most recent system-validated version submitted. See Note on “File Names and File Types” under [How to Apply](#).

#### **Experiencing Unforeseen GMS Technical Issues**

Applicants that experience unforeseen GMS technical issues beyond their control that prevent them from submitting their application by the deadline must e-mail the BJA contact identified in the Contact Information section on page 2 **within 24 hours after the application deadline** and request approval to submit their application. The e-mail must describe the technical difficulties and include a timeline of the applicant’s submission efforts, the complete grant application, the applicant’s DUNS number, and any GMS Help Desk or SAM tracking number(s). **Note: BJA**

**does not approve requests automatically.** After the program office reviews the submission, and contacts the GMS Help Desk to validate the reported technical issues, OJP will inform the applicant whether the request to submit a late application has been approved or denied. If OJP determines that the applicant failed to follow all required procedures, which resulted in an untimely application submission, OJP will deny the applicant's request to submit their application.

The following conditions are generally insufficient to justify late submissions:

- Failure to register in SAM or GMS in sufficient time
- Failure to follow GMS instructions on how to register and apply as posted on the GMS web site
- Failure to follow each instruction in the OJP solicitation
- Technical issues with the applicant's computer or information technology environment, including firewalls.

**Notifications regarding known technical problems with GMS, if any, are posted at the top of the OJP funding web page at [www.ojp.gov/funding/Explore/CurrentFundingOpportunities.htm](http://www.ojp.gov/funding/Explore/CurrentFundingOpportunities.htm).**

## **E. Application and Submission Information**

### **Review Process**

OJP is committed to ensuring a fair and open process for awarding grants. BJA reviews the application to make sure that the information presented is reasonable, understandable, measurable, and achievable, as well as consistent with the program guidance. BJA will review applications for formula awards to ensure statutory requirements have been met.

Absent explicit statutory authorization or written delegation of authority to the contrary, the Assistant Attorney General will make all final award decisions.

## **F. Federal Award Administration Information**

### **Federal Award Notices**

OJP award notification will be sent from GMS. Recipients will be required to login; accept any outstanding assurances and certifications on the award; designate a financial point of contact; and review, sign, and accept the award. The award acceptance process involves physical signature of the award document by the authorized representative and the scanning of the fully-executed award document to OJP.

### **Administrative, National Policy, and other Legal Requirements**

If selected for funding, in addition to implementing the funded project consistent with the agency-approved project proposal and budget, the recipient must comply with award terms and conditions, and other legal requirements, including but not limited to OMB, DOJ or other federal regulations which will be included in the award, incorporated into the award by reference, or are otherwise applicable to the award. OJP strongly encourages prospective applicants to review the information pertaining to these requirements **prior** to submitting an application. To assist applicants and recipients in accessing and reviewing this information, OJP has placed pertinent

information on its [Solicitation Requirements](#) page of the [OJP Funding Resource Center](#) webpages.

Please note in particular the following two forms, which applicants must accept in GMS prior to the receipt of any award funds, as each details legal requirements with which applicants must provide specific assurances and certifications of compliance. Applicants may view these forms in the Apply section of the [OJP Funding Resource Center](#) and are strongly encouraged to review and consider them carefully prior to making an application for OJP grant funds.

- [Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements](#)
- [Standard Assurances](#)

Upon grant approval, OJP electronically transmits (via GMS) the award document to the prospective award recipient. In addition to other award information, the award document contains award terms and conditions that specify national policy requirements<sup>2</sup> with which recipients of federal funding must comply; uniform administrative requirements, cost principles, and audit requirements; and program-specific terms and conditions required based on applicable program (statutory) authority or requirements set forth in OJP solicitations and program announcements, and other requirements which may be attached to appropriated funding. For example, certain efforts may call for special requirements, terms, or conditions relating to intellectual property, data/information-sharing or -access, or information security; or audit requirements, expenditures and milestones, or publications and/or press releases. OJP also may place additional terms and conditions on an award based on its risk assessment of the applicant, or for other reasons it determines necessary to fulfill the goals and objectives of the program.

Prospective applicants may access and review the text of mandatory conditions OJP includes in all OJP awards, as well as the text of certain other conditions, such as administrative conditions, via OJP's [Mandatory Award Terms and Conditions](#) page of the [OJP Funding Resource Center](#).

Once an award is accepted, the designated JRJ administering agency must submit quarterly financial status reports, quarterly performance metrics reports in BJA's Performance Measurement Tool (PMT), and semi-annual progress reports. Incorporated into the PMT reporting process, administering agencies will be required to provide information related to the impact of the JRJ Grant Program on the recruitment and retention of prosecutors and public defenders in the state allowing for a more consistent and robust evaluation and analysis of such impact. Additionally, BJA requires that JRJ administering agencies submit copies of the executed JRJ Student Loan Repayment Program (JRJSLRP) Service Agreements to BJA and maintain standard documentation verifying both a recipient's eligibility and loan eligibility under the JRJ Grant Program guidelines. Executed JRJSLRP agreements and related addenda (including JRJSLRP agreement modifications) must be submitted via the Grants Management System (GMS) as a "Special Report."

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<sup>2</sup> See generally 2 C.F.R. 200.300 (provides a general description of national policy requirements typically applicable to recipients of federal awards, including the Federal Funding Accountability and Transparency Act of 2006 (FFATA)).

## Appendix A

### Guidance on State Implementation of the JRJ Program

The JRJ administering agency shall conduct outreach and education and begin or continue soliciting applications from eligible beneficiaries. States and territories are encouraged to design their JRJ Grant Program based on their experience in administering the program in previous years, along with similar state-run programs and should consider the purpose of the Act in the planning and implementation process.

#### I. JRJ Administering Agency Program Model Considerations

In developing criteria and formulating a plan for the administration of a state-administered JRJ program, JRJ agencies are strongly encouraged to consider replicating the methodology of existing, analogous loan repayment programs in their respective states. The methodology must be consistent with the requirements of this solicitation, but it is anticipated that the expertise derived from previous administration of a state program will be useful in the administration of this program. In order to provide for the equitable distribution of funds, any award selection committees must be comprised of an equal number of prosecutors and public defenders. For federal defender applicants, the state in which the attorney practices is the appropriate state in which to apply for an award. (Federal prosecutors are not eligible under the JRJ statute, though other similar funding opportunities may exist from other, non-OJP sources).

JRJ agencies should continue to govern their program in one of the following manners:

- Applicants apply directly to the governor-designated JRJ administering agency, which decides (based on the programmatic criteria set forth herein) which applicants should receive funding; or
- A governor-designated JRJ administering agency, maintaining centralized control of funding and eligibility determinations: (1) develops a basis for the fair distribution of funding to state prosecutor and defender offices throughout the state; (2) coordinates the solicitation of applications by those offices and (3) collects nominations from those offices of persons within their employment who are recommended to the JRJ administering agency for consideration for awards (based upon the programmatic criteria set forth herein).

Regardless of the model ultimately selected, all final JRJ beneficiary selection decisions will be made by the Governor-designated JRJ administering agency.

When developing a program model, JRJ agencies must ensure that funding for loan repayment is allocated equally between prosecutors and public defenders. To comply with this requirement, a JRJ agency must demonstrate that the total amount of loan repayment funding awarded to eligible prosecutors is equal to the total amount awarded to eligible public defenders. This equal allocation requirement applies only to the total amounts repaid on behalf of the two categories of eligible beneficiaries. States are not required to make an equal number of awards to eligible beneficiaries of each category. For example, if a gross sum of \$50,000 is awarded to prosecutors, a gross sum of \$50,000 must also be awarded to public defenders. While not required, states are encouraged to also strive for an equal number of awards between

prosecutors and defenders, however it is recognized that various factors may affect the ability of a state to achieve 100 percent equality in the number of repayment distributions.

If a JRJ administering agency demonstrates good cause, a waiver of the equal allocation requirement may be granted, but only at the discretion of the BJA Director. The waiver request must be submitted to BJA in writing, at the time of application and prior to any funding commitments. In order to demonstrate “good cause,” an application for such a waiver must, at a minimum, include documentation of the JRJ agency’s efforts to comply with the equal distribution requirement (including outreach efforts) and state the reasons for its inability to comply. In the event that a waiver is granted, the equal allocation requirement shall be suspended and a JRJ agency shall be permitted to make a disproportionate funding distribution to prosecutors and public defenders. Such a waiver shall pertain only to the fiscal year in which it is granted and shall not, under any circumstances, be construed as a waiver of any other requirement of this program.

## **II. Factors to Consider in Assessing Eligible Beneficiaries**

### **Eligible Beneficiaries**

The purpose of this program is to encourage qualified individuals to enter and continue employment as prosecutors and public defenders. JRJ agencies must give top consideration to those eligible beneficiaries who have the least ability to repay their loans, and to those who have received JRJ benefits in the prior fiscal year (and have less than 3 years remaining on their JRJSLRP Service Agreement). Individuals are permitted to apply for JRJ funding only from the state where they are employed. The JRJ agency must accept applications from federal defenders who practice in that state, regardless of where the applicant is licensed to practice law.

For purposes of this program the following persons shall be considered eligible:

**Prosecutor**—full-time employee of a state or unit of local government (including tribal government) who is continually licensed to practice law and 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). 42 U.S.C. §3797cc-21(b)(1). Prosecutors who are employees of the federal government are not eligible.

**Public Defender**—an attorney who is continually licensed to practice law and is a full-time employee of a state 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; is a full-time employee of a nonprofit organization operating under a 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 employed as a full-time federal defender attorney in a defender organization pursuant to Subsection (g) of section 3006A of Title 18, United States Code, that provides legal representation to indigent persons in criminal or juvenile delinquency cases. 42 U.S.C. §3797cc-21(b)(2).

Full-time employment is considered “not less than 75 percent of a 40 hour work week” for the purpose of this solicitation.

**NOTE:** Attorneys who are in private practice and not a full-time employee of a non-profit organization, even if individually or part of a firm that is under contract with a state or court-appointed to provide public defense services, do not qualify as “public defenders” and therefore are not considered to be eligible as beneficiaries under this solicitation.

BJA, in its discretion, has determined that policy and ethical considerations preclude elected officials from being eligible. This prohibition does not extend to persons who hold elected offices other than as a prosecutor or public defender (e.g., city council member status unrelated to prosecutor/public defender position), provided: (1) a reasonable person could conclude that the individual’s elected status did not form a basis for their selection for JRJ benefits; (2) that the person did not use their office to influence a decision pertaining to the application; and (3) that the person’s obligations to his/her elected office do not interfere with the fulfillment of the JRJ service obligation.

JRJ agencies are encouraged to use their expertise and discretion in identifying factors to be considered in the evaluation of applicant beneficiaries. In addition to the requirement of giving consideration to an applicant’s ability to repay his/her student loan obligations, the JRJ administering agency may wish to consider the following additional factors:

- Salary cap for initial applicants.
- Distribution of awards to ensure a range of geographic and demographic representatives (i.e., distribution amongst all quadrants of a state and between rural and urban areas).
- Assistance from other sources.
- Amount of total qualifying loan debt.
- Amount of the repayment benefit (statutorily limited to \$10,000 per beneficiary in a calendar year/\$60,000 aggregate per beneficiary).
- Consideration of academic achievement (e.g., class rank, GPA, academic honors).
- Meritorious service (e.g., high mark job evaluations).

JRJ administering agencies may accord each factor a different weight when selecting eligible beneficiaries, but should ensure that such weighing of factors does not disproportionately favor one group of eligible beneficiaries.

JRJ administering agencies must keep on record, available for audit and, if necessary, collection purposes, any record relied upon by the JRJ agency to support its funding decisions, including:

- (1) Applications received.
- (2) Income, debt, and loan data provided as part of each such application.
- (3) Documentation of outreach efforts implemented to distribute funding amongst a wide range of employing agencies within the state.
- (4) Documentation of decisional processes in the evaluation of an individual’s ability to repay his/her loan obligations.
- (5) Documentation of decisional processes in the evaluation of an individual’s meritorious service (including military service) (if applicable).
- (6) Proof of an individual’s eligibility under the statutory definitions of “prosecutor” or “public defender.”



(7) Proof of an individual's debt obligations under a "qualifying loan."

BJA maintains the right to request from the JRJ administering agency any other records that are reasonably required to determine compliance with statutory obligations, and the JRJ agency, in receiving funds, will agree to cooperate to the fullest extent possible in producing all such records.

Additionally, once an eligible applicant is approved for JRJ student loan repayment, according to statute, the beneficiary should be given priority consideration to receive funding during the second and third years of the three-year service agreement, pending the availability of funds. Renewal is not automatic and nothing shall obligate the state to renew a benefit in the same (or greater) amount previously received by a beneficiary. Beneficiaries should consult their state guidance and follow any renewal request process established therein. States may consider developing separate renewal forms. Priority consideration granted in the second and third year of an initial JRJSLRP Service Agreement obligation will ordinarily satisfy the priority consideration requirement. Priority consideration beyond the third year is not required.

A lateral move, provided the beneficiary maintains his/her status as an eligible beneficiary (as defined above), should not affect renewal eligibility during the course of an existing service obligation, unless the availability of funds and/or the beneficiary's eligibility status is otherwise compromised by the beneficiary changing his/her employment to a state other than the state from which the benefit was paid on his/her behalf. Note, however, that a person who is initially eligible, but changes his/her employment to a position that renders him/her ineligible (e.g., a transfer from a state public defender office to a private firm contracted by the state to provide public defense services) will lose their status as an "eligible beneficiary."

### **III. Factors to Consider in Assessing Eligible Student Loans**

Loans eligible for repayment are defined as, and limited to the following:

#### **Student Loan:**

- (1) A loan made, insured, or guaranteed under part B of subchapter IV of chapter 28 of Title 20 (Federal Family Education Loan Program);
- (2) 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);
- (3) A loan made under section 1078-3 or 1087e(g) of Title 20 (Federal consolidation loans and Federal Direct Consolidation loans, respectively).

#### **Ineligible Loans**

The term "student loan" does not include any of the following loans:

- (1) A loan made to the parents of a dependent student under section 428B of the Higher Education Act of 1965 (20 U.S.C. 1078-2).
- (2) A Federal Direct PLUS Loan made to the parents of a dependent student.
- (3) A loan made under section 428C or 455 (g) of the higher Education Act of 1965 (20 U.S.C. 1078-3 (Federal consolidation loans) and 1087e(g) (Federal Direct Consolidation loans) to the extent that such loan was used to repay a loan described in clause (1) or (2).

As a condition precedent to the payment of any benefit under this program, all selected

beneficiaries must sign the “Service Agreement” included as part of this solicitation as Appendix B. Appendix B is an agreement between the eligible beneficiaries selected by the JRJ agency and the Department of Justice, and as such, may not be modified by the JRJ agency or anyone else without the express written authorization of the BJA Director, and DOJ (through BJA) will not accept or consider variances of the terms or form of Appendix B. The JRJ agency must provide a copy of the properly executed original service agreement and any subsequent service agreements to BJA for each JRJ Student Loan Repayment Program beneficiary. Upon completion of the original 3-year service obligation, subsequent agreements may be entered into for additional obligations of service in consideration for future grant awards. The terms of additional service obligations are addressed in Appendix C (JRJSLRP Service Agreement – Secondary Term of Service). The Appendix C form should be exclusively used by the state JRJ administering agencies in situations under which the selected beneficiary has both: a) successfully completed his/her initial 3-year term of service obligation, and b) been selected to have additional JRJ benefits paid on his/her behalf. See BJA-promulgated JRJ Grant Program FAQs for further information.

Through the first 3 years of the program, JRJ beneficiaries had been subject only to one JRJSLRP Service Agreement, executed at the time that the JRJ beneficiary first entered into the JRJ program. BJA is aware that, in certain cases, some JRJ beneficiaries have been asked to, and have subsequently signed, additional JRJSLRP Service Agreements even though the date of such execution occurred within the original 3-year term of the JRJ beneficiary’s obligation of service. Such subsequent “agreements” should not be understood to extend the original term of the service obligation, but rather serve as a reaffirmation and acknowledgement of the original signed agreement and its terms and conditions. Beginning in fiscal year 2013, any JRJ beneficiary who enters into a JRJSLRP Service Agreement – Secondary Term of Service (i.e., an additional year or years of service after the original 3-year term has been satisfied), however, will agree to extend the beneficiary’s term of service obligation by the period of time expressed therein, in exchange for the receipt of additional JRJ benefits. State JRJ agencies should immediately cease the practice of having JRJ beneficiaries execute additional JRJSLRP Agreements during the second and third year of a JRJ beneficiary’s original Service Agreement, and instead have the beneficiary execute the JRJSLRP Acknowledgment of Benefit form (see Appendix D) on an annual basis during the course of the beneficiary’s original Service Agreement.

Grant funds received by any agency designated by the Governor (or Mayor in the case of D.C.) can only be paid to the institution holding the qualifying loan. In accordance with 42 U.S.C. § 3797cc-21(c), no funds may be paid directly to the beneficiary. Payments made on behalf of approved beneficiaries cannot exceed the total qualifying loan balance. The beneficiary remains responsible for any remaining payments or balances. Neither the Department of Justice nor the state will be held responsible for any late fees assessed by the lending institution. The amount paid by any state shall not exceed \$10,000 for any individual in any calendar year or an aggregate total of \$60,000 in the case of any individual. The JRJ administering agency determines award payment amounts and payment dates in accordance with their programmatic needs, this solicitation and the legislative authority. Within the parameters of this solicitation, JRJ agencies are encouraged to maximize the number of beneficiaries who receive program benefits. It is left within the discretion of the JRJ administering agency to determine the number and amount of payments(s) made to the lending institutions on behalf of each beneficiary.

## Disqualifying Conditions

An attorney must not be in default on repayment of any federal student loans. States may use discretion in applying other considerations for beneficiary continuation in the program, such as merit, etc.; however, states must ensure that any such considerations do not disproportionately affect one type of beneficiary (i.e., prosecutors v. public defenders) over another.

## Coordination with other Repayment Programs

While BJA encourages agencies that administer JRJ Grant Programs to publicize the availability of the Income-Based Repayment (IBR) plan, Public Service Loan Forgiveness (PSLF), and other available loan repayment assistance programs (LRAPs) that may apply, BJA also encourages JRJ administering agencies to coordinate the interplay between such programs to promote the optimum benefit to the recipient when at all possible. The following articulates how lump sum payments and monthly payments of JRJ benefits may interplay with PSLF program and how to improve the coordination between the two programs.

To be eligible for PSLF program, a borrower must make 120 “separate, monthly” payments. When a loan servicer receives a lump sum payment – which is to say, a payment in excess of what the borrower is obligated to pay for the month – the loan servicer assumes that the excess, while immediately applied to reduce outstanding interest and principal on the loan, is intended to cover future installments. When future installments are satisfied, the borrower is no longer obligated to make monthly payments for the number of months for which the installment has been fully satisfied. This presents two problems for PSLF.

- The first is that the lump sum payment, while satisfying more than one month’s payment obligation, is not a “separate payment”. Therefore, it can only count as one PSLF payment.
- The second problem is that, by removing the borrower’s obligation to make future monthly payments, the borrower cannot, for those months, make a “monthly payment” in some cases – even if the borrower voluntarily remits money.

The second problem can be remedied by providing payment instructions with the payment. Specifically, the payor/borrower should state that the excess is not intended to cover future installments, which will ensure that the borrower continues to be obligated to make future payments over subsequent months. Each loan servicer provides, on the billing statement, information regarding how the borrower/payor must provide payment instructions. Therefore, JRJ recipients should be advised, to maximize the amount of credit they may receive from PSLF program while working in employment that also entitles them to JRJ program benefits, to provide special payment instructions associated with their JRJ Program award. Borrowers should also be able to provide these instructions for a payment that has already been applied, provided that it is done promptly after the payment is applied.

*Note to JRJ State Administering Agencies: the following form should be used only in cases wherein a JRJ program applicant has been selected to participate for the first time.*

## **Appendix B**

### **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

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**

*Note to JRJ State Administering Agencies: the following form should be used only in cases wherein a previously selected JRJ beneficiary has fulfilled his/her initial 3-year service obligation, has been selected again by the JRJ State Administering Agency to receive additional JRJ benefits and has agreed to commit to an additional 1 year of service obligation in exchange for those additional benefits.*

## 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 42 U.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**

*Note to JRJ State Administering Agencies: the following form should be used only in cases where a current JRJ beneficiary has not yet fulfilled his/her initial 3-year service obligation, but remains eligible for JRJ benefits. Upon fulfilling his/her initial 3-year service obligation, the JRJ beneficiary may exit the program or, if selected to receive additional JRJ benefits, should execute the JRJSLRP – Secondary Term of Service document (see Appendix C above).*

## Appendix D

### John R. Justice Student Loan Repayment Program (JRJSLRP) Service Agreement Acknowledgment of Benefit

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

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

# Application Checklist

## John R. Justice FY 2015 Program Application Guidance

This application checklist has been created to assist in developing an application.

**Eligibility Requirement:** *Eligible applicants are the agencies designated by the Governor of the state, territory, or the Mayor of as the JRJ agency for each of the 50 states, five territories, and the District of Columbia which the Bureau of Justice Assistance (BJA) will award funds to serve eligible recipients working within the state's, territory's, or District's jurisdiction.*

\_\_\_\_\_ The federal amount requested is within the allowable limit(s) of the FY 2015 JRJ state allocation amount.

### What an Application Should Include:

- \_\_\_\_\_ Application for Federal Assistance (SF-424) (See page 6)
- \_\_\_\_\_ Abstract (See pages 6)
- \_\_\_\_\_ Program Narrative (See page 6 – 7)
- \_\_\_\_\_ Designated Agency Representative Letter (See page 7 – 8)
- \_\_\_\_\_ Budget Detail Worksheet (See page 8)
- \_\_\_\_\_ Budget Narrative (See page 8)
- \_\_\_\_\_ Indirect Cost Rate Agreement (*if applicable*) (See pages 9)
- \_\_\_\_\_ Applicant Disclosure of Pending Applications (See page 9)
- \_\_\_\_\_ Accounting System and Financial Capability Questionnaire (*if applicable*) (See pages 10)

## Provide Feedback to OJP on This Program Guidance

To assist OJP in improving its application and award processes, we encourage applicants to provide feedback on this program guidance, the application submission process, and/or the application review/peer review process. Feedback may be provided to [OJPSolicitationFeedback@usdoj.gov](mailto:OJPSolicitationFeedback@usdoj.gov).

**IMPORTANT:** This email is for feedback and suggestions only. Replies are **not** sent from this mailbox. If you have specific questions on any program or technical aspect of the solicitation, **you must** directly contact the appropriate number or email listed on the front of this solicitation document. These contacts are provided to help ensure that you can directly reach an individual who can address your specific questions in a timely manner.

If you are interested in being a reviewer for other OJP grant applications, please email your resume to [ojppeerreview@lmbps.com](mailto:ojppeerreview@lmbps.com). The OJP Solicitation Feedback email account will not forward your resume. **Note:** Neither you nor anyone else from your organization can be a peer reviewer in a competition in which you or your organization have submitted an application.