

U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance



John R. Justice (JRJ) Program FY 2020 Formula Grant Solicitation

CFDA # 16.816

Solicitation Release Date: February 19, 2020

Application Deadline: 11:59 p.m. eastern time on April 20, 2020

The [U.S. Department of Justice](#) (DOJ), [Office of Justice Programs](#) (OJP), [Bureau of Justice Assistance](#) (BJA) is seeking applications for funding from the John R. Justice (JRJ) Grant Program, which provides student loan repayment assistance for local, state and federal public defenders and local and state prosecutors who commit to extended service in those roles. By assisting in the recruitment and retention of qualified attorneys, the program helps to fulfill the Department's mission to enhance the criminal justice system.

This solicitation incorporates the [OJP Grant Application Resource Guide](#) by reference. The OJP Grant Application Resource Guide provides guidance to applicants for the preparation and submission to OJP of applications for funding. If this solicitation expressly modifies any provision in the OJP Grant Application Resource Guide, the applicant is to follow the guidelines in this solicitation as to that provision.

This solicitation expressly modifies the OJP Grant Application Resource Guide by not incorporating the "Limitation on Use of Award Funds for Employee Compensation; Waiver" provisions in the "Financial Information" section of the OJP Grant Application Resource Guide.

Eligibility

The following entities are eligible to apply:

- Agencies designated by the governor of the state or territory (or the Mayor of Washington, D.C.) to serve as the JRJ-specific administering agency and to which BJA may award funds to serve eligible recipients working within the respective state's, territory's, or District's jurisdiction.

Contact Information

For technical assistance with submitting an application, contact the Grants Management System Support Hotline at 888-549-9901, option 3, or via email to GMS.HelpDesk@usdoj.gov. The [GMS](#) Support Hotline operates 24 hours a day, 7 days a week, including on federal holidays.

An applicant that experiences unforeseen GMS technical issues beyond its control that prevent it from submitting its application by the deadline must email the contact identified below **within 24 hours after the application deadline** in order to request approval to submit its application after the deadline. For information on reporting technical issues, see "Experiencing Unforeseen GMS Technical Issues" under **How to Apply (GMS)** in the [OJP Grant Application Resource Guide](#).

For assistance with any other requirements of this solicitation, contact the National Criminal Justice Reference Service (NCJRS) Response Center: toll-free at 800-851-3420; via TTY at 301-240-6310 (hearing impaired only); email grants@ncjrs.gov; fax to 301-240-5830; or web chat at <https://webcontact.ncjrs.gov/ncjchat/chat.jsp>. The NCJRS Response Center hours of operation are 10:00 a.m. to 6:00 p.m. eastern time, Monday through Friday, and 10:00 a.m. to 8:00 p.m. eastern time on the solicitation close date

Deadline details

Applicants must register in the OJP Grants Management System (GMS) at <https://grants.ojp.usdoj.gov> prior to submitting an application under this solicitation. All applicants must register, even those that previously registered in GMS. Select the “Apply Online” button associated with the solicitation title. All registrations and applications are due by 11:59 p.m. eastern time on April 20, 2020.

For additional information, see the “**How to Apply (GMS)**” section in the [OJP Grant Application Resource Guide](#).

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John R. Justice (JRJ) Program FY 2020 Application Guidance CFDA #16.816

A. Program Description

Overview

The John R. Justice Prosecutors and Defenders Incentive Act (hereinafter referred to as the “Act”), codified at 34 U.S.C. § 10671, 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 serve in those roles for extended periods. 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 extended employment in those roles.

Statutory Authority: 34 U.S.C. § 10671

Program-Specific Information

The purpose of the JRJ Grant Program is to encourage qualified individuals to enter and continue employment as prosecutors and public defenders.

For each state and territory that is eligible to apply 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 designated agencies shall establish and maintain a statewide JRJ Grant Program consistent with the guidance contained in this document and the Act. Additional guidance is available at https://www.bja.gov/ProgramDetails.aspx?Program_ID=65.

Objective and Deliverable

The objective of the JRJ Grant Program is to offer an incentive to attract and retain qualified local, state, and federal public defenders and local and state prosecutors who commit to extended employment in those roles.

The required deliverable is the:

- Signed JRJ Beneficiary Service Agreements for the current fiscal year

Information Regarding Potential Evaluation of Programs and Activities

Applicants should note that OJP may conduct or support an evaluation of the programs and activities funded under this solicitation. For additional information, see the [OJP Grant Application Resource Guide](#) section entitled “Information Regarding Potential Evaluation of Programs and Activities.”

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 supplemented 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 the prior year, all based upon such reasonable formulas as is necessary to extend accessibility to program funding.

Agencies designated by the governor of a state or territory, as well as 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 made for a two-year period.

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

BJA will make awards under this solicitation as grants. See the “Administrative, National Policy, and Other Legal Requirements” section of the [OJP Grant Application Resource Guide](#) for additional information.

Financial Management and System of Internal Controls

Award recipients and subrecipients (including recipients or subrecipients that are pass-through entities) must, as described in the Part 200 Uniform Requirements¹ as set out at 2 C.F.R. 200.303, comply with standards for financial and program management. See [OJP Grant Application Resource Guide](#) for additional information.

Budget Information

Supplanting

Federal funds must be used to supplement existing funds for program activities and cannot replace, or supplant, nonfederal funds that have been appropriated for the same purpose.

Prohibited Uses

The designated JRJ agency may **not allocate more than** ten percent of the state award for costs associated with administering the program within the state or territory.

Cost Sharing or Match Requirement

This program does not require a match.

Please see the [OJP Grant Application Resource Guide](#) for information on the following:

[Pre-agreement Costs \(also known as Pre-award Costs\)](#)

[Prior Approval, Planning, and Reporting of Conference/Meeting/Training Costs](#)

[Costs Associated with Language Assistance \(if applicable\)](#)

C. Eligibility Information

For eligibility information, see the title page.

¹ The "Part 200 Uniform Requirements" means the DOJ regulation at 2 C.F.R Part 2800, which adopts (with certain modifications) the provisions of 2 C.F.R. Part 200.

D. Application and Submission Information

What an Application Should Include

See the “Application Elements and Formatting Instructions” section of the [OJP Grant Application Resource Guide](#) for information on what happens to an application that does not contain all the specified elements. (This solicitation expressly modifies the “Application Elements and Formatting Instructions” section of the [OJP Grant Application Resource Guide](#) by not incorporating paragraph two of that section (referring to nonresponsive applications or applications missing critical elements not “[proceeding] to peer review”).)

1. Application for Federal Assistance (Standard Form (SF)-424)

The SF-424 is a required standard form used as a cover sheet for submission of pre-applications, applications, and related information. See the [OJP Grant Application Resource Guide](#) for additional information on completing the SF-424.

Intergovernmental Review: This solicitation (“funding opportunity”) is not subject to Executive Order 12372. (In completing the SF-424, an applicant is to answer question 19 by selecting the response that the “Program is not covered by E.O. 12372.”)

2. Project Abstract

Include a project abstract that summarizes the proposed project in 400 words or fewer. Project abstracts should be:

- Written for a general public audience
- Submitted as a separate attachment with “Project Abstract” as part of its file name
- Single-spaced, using a standard 12-point Times New Roman font (with one- inch margins)

All project abstracts should follow the detailed template available at <http://ojp.gov/funding/Apply/Resources/ProjectAbstractTemplate.pdf>.

Note: As a separate attachment, the project abstract will **not** count against the page limit for the program narrative.

3. Program Narrative

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 Times New Roman font 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. Project Design and Implementation

- Evaluation process and criteria used to determine applicant eligibility.
- 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.

b. Capabilities and Competencies

- Applications must address a statutory compliance plan describing how the JRJ agency will 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.
- The application statutory compliance plan must also address:
 - How it will ensure fair allocation of repayment benefits among prosecutors and public defenders, and among employing entities.
 - How much of the current award will be used to meet the statutory requirement found in 34 U.S.C. §10671(f)(2), which provides that priority be given to those individuals who: (a) have received repayment benefits in the prior fiscal year (FY 2019) and (b) who have completed fewer than 3 years of their initial JRJSLRP Service Agreement.

c. Plan for Collecting the Data Required for this Solicitation’s Performance Measures

- Proposed methods for collecting data for performance measure evaluation.
- Plan for verifying, on an annual basis, continued employment eligibility and satisfaction of required service terms as well as tracking and reporting the status of all beneficiaries and reporting said information to BJA.

OJP will require each successful applicant to submit regular performance data that demonstrate the results of the work carried out under the award. The performance data directly relate to the purpose, objectives, and deliverables identified in [Section A. Program Description](#).

Applicants should visit OJP’s performance measurement page at www.ojp.gov/performance for an overview of performance measurement activities at OJP.

The application should demonstrate the applicant’s understanding of the performance data reporting requirements for this grant program and detail how the applicant will gather the required data should it receive funding.

Please note that applicants are **not** required to submit performance data with the application. Performance measures information is included as an alert that successful applicants will be required to submit performance data as part of the reporting requirements under an award.

Post award, recipients will be required to provide relevant data by submitting quarterly performance metrics through BJA’s online Performance Measurement Tool (PMT) located at: <https://bjapmt.ojp.gov>. Applicants should review the complete list of John R. Justice Grant Program performance measures found here: <https://bjapmt.ojp.gov/help/JRJgrid.pdf>.

Note on Project Evaluations

An applicant that proposes to use award funds through this solicitation to conduct project evaluations should follow the guidance under Note on Project Evaluations in the [OJP Grant Application Resource Guide](#).

4. Designated Agency Representative Letter

Applicants must include as an attachment 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. While the most recent copy must be provided, a new Designated Agency Representative Letter is only required if there is a change in the designated agency.

Please see the [OJP Grant Application Resource Guide](#) for information on the following:

5. [Budget and Associated Documentation](#) in the Budget Preparation and Submission Information section.
6. [Indirect Cost Rate Agreement](#) (if applicable)
7. [Financial Management and System of Internal Controls Questionnaire \(including applicant disclosure of high-risk status\)](#)
8. [Disclosure of Lobbying Activities](#)
9. [Applicant Disclosure of Pending Applications](#)
10. [Applicant Disclosure and Justification – DOJ High Risk Grantees](#)² (if applicable)

How to Apply

An applicant must submit its application through the [Grants Management System \(GMS\)](#), which provides support for the application, award, and management of awards at OJP. Find information, registration and submission steps on how to apply in GMS in response to this solicitation under **How to Apply (GMS)** in the [OJP Grant Application Resource Guide](#).

E. Application Review Information

Review Process

BJA reviews the application to make sure that the information presented is reasonable, understandable, measurable, achievable, and consistent with the solicitation. See the [OJP Grant Application Resource Guide](#) for information on the application review process for this solicitation.

In addition, if OJP anticipates that an award will exceed \$250,000 in federal funds, OJP also must review and consider any information about the applicant that appears in the non-public segment of the integrity and performance system accessible through SAM (currently, the Federal Awardee Performance and Integrity Information System; “FAPIS”).

Important note on FAPIS: An applicant, at its option, may review and comment on any information about itself that currently appears in FAPIS and was entered by a federal awarding agency. OJP will consider any such comments by the applicant, in addition to the other information in FAPIS, in its assessment of the risk posed by the applicant.

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

Please see the [OJP Grant Application Resource Guide](#) for information on the following:

[Federal Award Notices](#)

[Administrative, National Policy, and Other Legal Requirements](#)

² A “DOJ High Risk Grantee” is a recipient that has received a DOJ High-Risk designation based on a documented history of unsatisfactory performance, financial instability, management system or other internal control deficiencies, or noncompliance with award terms and conditions on prior awards, or that is otherwise not responsible.

OJP strongly encourages prospective applicants to review information on post-award legal requirements and common OJP award conditions prior to submitting an application.

If selected for funding, in addition to implementing the funded project consistent with the OJP-approved application, the recipient must comply with all award conditions, and all applicable requirements of federal statutes and regulations (including applicable requirements referred to in the assurances and certifications executed in connection with award acceptance).

For additional information on these legal requirements, see the “Administrative, National Policy, and Other Legal Requirements” section in the [OJP Grant Application Resource Guide](#).

Information Technology (IT) Security Clauses

General Information about Post-federal Award Reporting Requirements

In addition to the deliverables identified in [Section A. Program Description](#), any recipient of an award under this solicitation will be required to submit the following reports and data.

Required reports. Recipients typically must submit quarterly financial reports, semi-annual reports, final financial and progress reports, and, if applicable, an annual audit report in accordance with the Part 200 Uniform Requirements or specific award conditions. Future awards and fund drawdowns may be withheld if reports are delinquent. (In appropriate cases, OJP may require additional reports.)

See the [OJP Grant Application Resource Guide](#) for additional information on specific post-award reporting requirements, including performance measures data.

G. Federal Awarding Agency Contact(s)

For OJP contact(s), see page 2.

For contact information for GMS, see page 2.

H. Other Information

Please see the [OJP Grant Application Resource Guide](#) for information on the following:

[Freedom of Information and Privacy Act \(5 U.S.C. 552 and 5 U.S.C. 552a\)](#)

[Provide Feedback to OJP](#)

Application Checklist

John R. Justice FY 2020 Application

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

What an Applicant Should Do:

Prior to Registering in GMS:

- Acquire a DUNS Number (see [OJP Grant Application Resource Guide](#))
- Acquire or renew registration with SAM (see [OJP Grant Application Resource Guide](#))

To Register with GMS:

- For new users, acquire a GMS username and password* (see [OJP Grant Application Resource Guide](#))
- For existing users, check GMS username and password* to ensure account access (see [OJP Grant Application Resource Guide](#))
- Verify SAM registration in GMS (see [OJP Grant Application Resource Guide](#))
- Search for and select correct funding opportunity in GMS (see [OJP Grant Application Resource Guide](#))
- Register by selecting the “Apply Online” button associated with the funding opportunity title (see [OJP Grant Application Resource Guide](#))
- Read OJP policy and guidance on conference approval, planning, and reporting available at ojp.gov/financialguide/DOJ/PostawardRequirements/chapter3.10a.htm (see [OJP Grant Application Resource Guide](#))
- If experiencing technical difficulties in GMS, contact the National Criminal Justice Reference Service (see [OJP Grant Application Resource Guide](#))

*Password Reset Notice – GMS users are reminded that while password reset capabilities exist, this function is only associated with points of contact designated within GMS at the time the account was established. Neither OJP nor the GMS Help Desk will initiate a password reset unless requested by the authorized official or a designated point of contact associated with an award or application.

Overview of Post-Award Legal Requirements:

- Review the “[Overview of Legal Requirements Generally Applicable to OJP Grants and Cooperative Agreements - FY 2020 Awards](#)” in the [OJP Funding Resource Center](#).

Scope Requirement:

- The federal amount requested is within the allowable limit(s) based on the formula allocation.

Eligibility Requirement: Eligible applicants are the agencies designated by the governor of the state or territory (or the Mayor of Washington, D.C.) as the JRJ agency for each of the 50 states, five territories, and the District of Columbia. BJA will award funds to serve eligible recipients working within the state’s, territory’s, or District’s jurisdiction.

What an Application Should Include:

- Application for Federal Assistance (SF-424) (see [OJP Grant Application Resource Guide](#))
- Project Abstract (see page 7)
- Program Narrative (see page 7)
- Governor Designated Agency Letter (see page 8)
- Budget Detail Worksheet (including Budget Narrative) (see [OJP Grant Application Resource Guide](#))
- Indirect Cost Rate Agreement (*if applicable*) (see [OJP Grant Application Resource Guide](#))
- Financial Management and System of Internal Controls Questionnaire (see [OJP Grant Application Resource Guide](#))
- Disclosure of Lobbying Activities (SF-LLL) (see [OJP Grant Application Resource Guide](#))
- Applicant Disclosure of Pending Applications (see [OJP Grant Application Resource Guide](#))
- Applicant Disclosure and Justification – DOJ High Risk Grantees (see [OJP Grant Application Resource Guide](#))

Appendix A

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.

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 34 U.S.C. §10671, I hereby agree as follows:

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

In accordance with 34 U.S.C. §10671(b)(1), the term “prosecutor” is understood to mean a full-time employee of a state or local government who—

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

In accordance with 34 U.S.C. §10671(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 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 local government, who devotes substantially all of their 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 34 U.S.C. §10671(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 34 U.S.C. §10671(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; a copy of both the inquiry and response are available on the BJA website at: 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 34 U.S.C. §§ 10671(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 3-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 leave, Family and Medical Leave Act leave, 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.

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 34 U.S.C. §10671. 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

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 year of service obligation in exchange for those additional benefits.

**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 34 U.S.C. §10671, 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 34 U.S.C. §10671(b)(1), the term “prosecutor” is understood to mean a full-time employee of a state or local government who—

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

In accordance with 34 U.S.C. §10671(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 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 local government, who devotes substantially all of their 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. 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 34 U.S.C. §10671(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 34 U.S.C. §10671(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; a copy of both the inquiry and response are available on the BJA website at:

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 34 U.S.C. §10671(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 3-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 leave, Family Medical Leave Act leave, 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 34 U.S.C. §10671. 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

Appendix C

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).

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 in determining tax consequences of JRJ benefits. The IRS provided a response to that request; a copy of both the inquiry and response are available on our website at: www.bja.gov/ProgramDetails.aspx?Program_ID=65.

SIGNATURE

DATE