

2023-24 JOHN R. JUSTICE STUDENT LOAN REPAYMENT PROGRAM (JRJSLRP) APPLICATION AND SERVICE AGREEMENT PACKET

APPLICATION – PART 1

Complete application documents must be received on or before: **March 15, 2024**

Before submitting the application, carefully read the entire application packet. The application documents will not be considered complete unless the following documents are submitted: Application, Employment Verification, Eligible Loan Verification, National Student Loan Data System (NSLDS®) Loan History with Detail Loan Information for each loan, current account statement, and appropriate Service Agreement as described on pages 7 and 8 of the Application and Service Agreement Packet. Please note that the applicant must submit the appropriate Service Agreement in order to be considered for benefits through the JRJSLRP. ISAC will only accept an Application and Service Agreement with an original ink signature and date. **Facsimile or scanned copies will not be accepted.** *The application and all required documents must be mailed to: ISAC, JRJ Processing, 1755 Lake Cook Road, Deerfield, IL 60015.*

IMPORTANT – PLEASE NOTE that your Social Security number is needed for the purpose of collecting funds awarded to you in the event that those funds convert to a loan under the terms of the Service Agreement.

SECTION A:					APPLICANT'S INFORMATION (Print Legibly)					
Social Security Number <input style="width: 100%;" type="text"/>	Last Name <input style="width: 100%;" type="text"/>			First Name <input style="width: 100%;" type="text"/>		MI <input style="width: 100%;" type="text"/>				
Permanent Home Address <input style="width: 100%;" type="text"/>					Date of Birth <input style="width: 100%;" type="text"/>					
City <input style="width: 100%;" type="text"/>			State <input style="width: 100%;" type="text"/>		ZIP Code <input style="width: 100%;" type="text"/>					
Home: Area Code and Telephone Number (<input style="width: 30px;" type="text"/>) <input style="width: 100px;" type="text"/>			Cell: Area Code and Telephone Number (<input style="width: 30px;" type="text"/>) <input style="width: 100px;" type="text"/>			Work: Area Code and Telephone Number (<input style="width: 30px;" type="text"/>) <input style="width: 100px;" type="text"/>				
Home e-mail address (required): <input style="width: 100%;" type="text"/>					Work e-mail address (required): <input style="width: 100%;" type="text"/>					
Adjusted Gross Income (AGI) from 2022 IRS Form 1040, line 11 (required) <input style="width: 100%;" type="text"/>					Number of dependents listed on Fed 1040, <u>including yourself and spouse</u> (if applicable) (required) <input style="width: 100%;" type="text"/>					
SECTION B:					ELIGIBLE LOAN(S)					
<p>The following educational loans made under the Federal Family Education Loan Program (FFELP), Federal Direct Loan Program and/or Federal Perkins Loan Program are eligible for payment under this program:</p> <ul style="list-style-type: none"> Federal Stafford Loans; Federal Graduate PLUS Loans; Federal Consolidation Loans; and Federal Perkins Loans <p>List below loan repayment details for each Holder/Servicer as of the date of this application. If you are including a consolidation loan(s), please refer to the Eligible and Non-Eligible Loans section of Program Information for further information.</p> <p><u>The first loan listed will be the one for which your benefits are paid. For each loan listed provide the NSLDS Loan History with Detail Loan Information and a current account statement. If you have more than 7 outstanding loans, please provide this information on a separate sheet attached to the application.</u></p>										
LOAN TYPE <small>(e.g., Stafford, Perkins)</small>	HOLDER/SERVICER NAME	HOLDER/SERVICER ADDRESS			MONTHLY PAYMENT	OUTSTANDING PRINCIPAL BALANCE				
1.										
2.										
3.										
4.										
5.										
6.										
7.										
TOTAL Monthly Payment(s):					TOTAL Outstanding Principal Balance:					
Are you receiving benefits under another program that provides loan repayment/forgiveness assistance? ___ Yes ___ No										
NOTE: If you qualify for the Public Service Loan Forgiveness (PSLF) or any other loan assistance repayment program(s), we recommend that you contact the Federal Direct Loan Servicer or administrator of the program(s) to determine how receiving funds through the JRJSLRP will impact your eligibility.										
SECTION C:					APPLICANT CERTIFICATION					
I certify I am not in default on any federal student loans, and all of the information on this application and accompanying documents is true and complete to the best of my knowledge. If asked by the Illinois Student Assistance Commission (ISAC), I will provide proof of the information I have given in this application.										
Applicant Signature (must be in ink) _____					Date _____					

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**2023-24 JOHN R. JUSTICE STUDENT LOAN REPAYMENT PROGRAM (JRJSLRP)
 EMPLOYMENT VERIFICATION – PART 2**

SECTION A: RELEASE (to be completed by applicant)

Last four #'s of SSN: xxx-xx-		
Last Name	First Name	MI
Address		
City	State	ZIP Code
I authorize my employer or future employer to provide the employment information requested by the Illinois Student Assistance Commission (ISAC) for the JRJSLRP.		
Applicant Signature (must be in ink)		Date

SECTION B: EMPLOYMENT (to be completed by employer)

The above-named employee or recruited employee has applied for benefits with the Illinois Student Assistance Commission (ISAC) for the John R. Justice Student Loan Repayment Program (JRJSLRP). Please complete the following section and return this form to the applicant. **The JRJSLRP eligibility definition of prosecutor or public defender is provided below.**

Job Title of Employee: _____	Date of Hire: _____		
Name of Employer/Organization: _____	Current Annual Salary: _____		
Office Location of Employee	Address		
	City	State	ZIP Code

Appellate Court District Number: _____

- The applicant is currently employed or has accepted an employment offer as: (check one)
- _____ **A full-time employee** of the state of Illinois or unit of local government (including tribal government) who prosecutes criminal or juvenile delinquency cases at the state or unit of local government level.
 - _____ **A full-time employee** of the state of Illinois or unit of local government (including tribal government) who provides legal representation to indigent persons in criminal or juvenile delinquency cases.
 - _____ **A full-time employee** of a nonprofit organization operating under a contract with Illinois or unit of local government who devotes substantially all of his/her full-time employment to providing legal representation to indigent persons in criminal or juvenile cases.
 - _____ **Employed** in Illinois 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.
 - _____ **None** of the above.

Is the applicant employed (or will be) full time (not less than 75 percent of a 40-hour work week)? ___ Yes ___ No

The individual seeking repayment benefits is (check one) ___ a current employee or ___ a recruited attorney who has accepted an offer of employment.

I certify the information provided above is true and complete to the best of my knowledge and that the applicant meets the John R. Justice Student Loan Repayment Program (JRJSLRP) eligibility definition of prosecutor or public defender.

_____ Signature of Authorized Official (must be in ink)	_____ Date
_____ Print Name	_____ Title
_____ Area Code/Telephone Number	_____ E-mail (required)

The John R. Justice Student Loan Repayment Program (JRJSLRP) eligibility definition of a prosecutor or public defender is as follows:

Prosecutor – A 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). 34 U.S.C § 10671 (b)(1).

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. 34 U.S.C. §10671(b)(2).

Ineligible employment: Prosecutors who are employees of the federal government are ineligible. 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 are not eligible.

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**2023-24 JOHN R. JUSTICE STUDENT LOAN REPAYMENT PROGRAM (JRJSLRP)
ELIGIBLE LOAN VERIFICATION – PART 3**

SECTION A:

Last four #'s of SSN: xxx-xx-

For each eligible educational loan, the applicant must submit a recent National Student Loan Data System (NSLDS®) Loan History (https://nsldsfa.ed.gov/nslds_SA) with Detail Loan Information and current account statement that contains the information listed below:

Required Loan Information

- | | |
|---|---|
| • Name of Holder/Servicer | • Type of Loan (Stafford, Perkins, etc.) |
| • Payment Address of Holder/Servicer | • Monthly Payment and Outstanding Balance |
| • Area Code / Phone Number of Holder/Servicer | • Type of Repayment Plan |
| • Account Number | • Loan Status |

YOU MUST PROVIDE NSLDS VERIFICATION of current status for each loan listed in Section B on page 1.

Complete the release below to give permission to the Illinois Student Assistance Commission (ISAC) to obtain additional information for the John R. Justice Student Loan Repayment Program (JRJSLRP), if needed. Make copies of the form for multiple Holders/Servicers.

Release (to be completed by applicant)

(Print Legibly)

Account Number: _____ Date of Birth: _____

Last Name: _____ First Name: _____ MI: _____

Permanent Mailing Address: _____

City: _____ State: _____ ZIP Code: _____

I authorize my Holder/Servicer, _____, and all subsequent Holders/Servicers of my loans to provide the loan information requested by ISAC for the JRJSLRP.

Applicant Signature (must be in ink)

Date

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2023-24 JOHN R. JUSTICE STUDENT LOAN REPAYMENT PROGRAM (JRJSLRP) PROGRAM INFORMATION

Program Overview

The maximum annual amount for the John R. Justice Student Loan Repayment Program (JRJSLRP) in Illinois may be up to \$10,000 for 2023-24, and up to an aggregate total of \$60,000, to pay a recipient's student loan debt. Allocation of program funds in the amount of \$179,023.00 will be equally distributed between prosecutors and public defenders. Funds available are \$89,511.50 for prosecutors and \$89,511.50 for public defenders.

The amount of funding for each of the five appellate districts in the state will be allocated according to the number of prosecutors and public defenders in each district and is based on the percentage of the state's total number of prosecutors and public defenders that are employed within each of the districts. There is an additional statewide category for prosecutors (assistant attorneys general and assistant appellate prosecutors), and the funding allocation for this sixth category will be based on the percentage of the total number of prosecutors that are employed in a statewide capacity.

Benefits to individual applicants within each of the five districts will be awarded based on a formula that ranks each applicant according to the applicant's "ability to pay" his/her student loans. The formula uses a maximum amount of \$10,000 and accounts for salary differences, regional cost of living and dependents. The income component is the applicant's Adjusted Gross Income (AGI) from the IRS Form 1040. **An automatic elimination from consideration for AGIs of \$140,000 or more is built into the calculation.** Additional program information, including the formula, can be found on the ISAC website, isac.org. Pursuant to the program's guidelines, ISAC has sole discretion involving distribution of funds to beneficiaries.

Applicant Eligibility

A qualified applicant must be an attorney continually licensed to practice law and shall:

- be a full-time employee of the state of Illinois or unit of local government (including tribal government) who prosecutes criminal or juvenile delinquency cases at the state or unit of local government level, including supervision, education, or training of other persons prosecuting such cases; or
- be a full-time employee of the state of Illinois 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; or
- be a full-time employee of a nonprofit organization operating under a contract with Illinois or unit of local government who devotes substantially all the employee's full-time employment to providing legal representation to indigent persons in criminal or juvenile cases including supervision, education, or training of other persons providing such representation; or
- be employed in Illinois 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.

This includes a qualified attorney that has accepted an offer of employment in the case of a recruited attorney.

A qualified applicant **must** also:

- have an outstanding balance on an eligible educational loan;
- not be in **default** on repayment of any federal student loans; and
- make a commitment to complete a term of service as described in the Service Agreement submitted with the application.

Prosecutors who are employees of the federal government are not eligible. Attorneys who are in private practice and not a full-time employee of a nonprofit organization, even if individually or part of a firm that is under contract with the state of Illinois or court appointed to provide public defense services, do not qualify as public defenders and are not considered to be qualified applicants.

Eligible and Non-Eligible Loans

Eligible educational loans include:	Non-eligible loans include:
<ul style="list-style-type: none"> • Federal Stafford Loans; • Federal Graduate PLUS Loans; • Federal Consolidation Loans; and • Federal Perkins Loans. 	<ul style="list-style-type: none"> • Federal Parent PLUS Loans; • Federal Consolidation Loans used to repay Federal Parent PLUS Loans; • any eligible loans that have been paid in full; and • non-federal student loans.

Attorneys who consolidated their qualifying loans with a spouse's loans should provide documentation showing the dollar amount each party held at the time of consolidation and calculate what percentage of the new combined loan is attributable to each person. ISAC will establish the portion of the loan balance eligible for repayment based on the percentage attributable to the attorney requesting participation.

Application Processing and Service Agreements

All applicants must complete an Application and Service Agreement and must provide documentation about the applicant's eligible educational loan debt obligations. By signing the application, the applicant is agreeing to the requirements and provisions of the program. By signing the applicable Service Agreement, the applicant is acknowledging the program requires that he or she remain employed as an eligible prosecutor or public defender for the term described therein. Initial applicants **must** complete the three-year Service Agreement found on page 11, which requires the applicant to complete a term of service of three years as an eligible prosecutor or public defender in exchange for repayment benefits. The benefit shall be in the form of a loan that must be repaid if the service commitment is not fulfilled. Applicants who have previously completed a three-year term of service **must** complete the Service Agreement for a Secondary Term of Service found on page 13, which requires the applicant to complete a term of service of one additional year as an eligible prosecutor or public defender in exchange for repayment benefits. The benefit shall be in the form of a loan that must be repaid if the service commitment is not fulfilled. Applicants who have not yet completed the initial three-year term of service **must** complete the Acknowledgment of Benefit found on page 15 which states that additional JRJSLRP benefit payments are being made on the applicant's behalf. The benefit shall be in the form of a loan that must be repaid if the service commitment is not fulfilled.

If the application or applicable Service Agreement is incomplete, ISAC will notify the applicant who will have an opportunity to furnish the missing information. Consideration for the benefit is given only if both documents are complete and received in ISAC's Deerfield office prior to the due date. Applications received after the due date will be considered only if funds remain available.

The application will require the applicant's employer (or future employer in the case of recruited attorneys) to certify the following:

- The employer is an eligible employing entity under the John R. Justice Prosecutors and Defenders Incentive Act;
- The attorney seeking benefits meets the definition of "prosecutor" or "public defender" under the Act; and
- The employer verifies employment (or an accepted offer of employment in the case of a recruited attorney) for the individual who seeks repayment benefits.

Selection of Recipients

ISAC shall select recipients from those who have submitted a complete Application and Service Agreement with all required documentation. ISAC reserves the right to request additional documentation to verify data reported on the application.

Priority consideration will be given to applicants who file renewal applications by the published due date, have complied with the requirements and qualify for an award according to the formula. Selection is then made from among qualified new applicants.

The pool of applicants is based on the five appellate districts in the state plus an additional category for statewide prosecutors. ISAC will use the ZIP code of the applicant's employer to determine in which district to count the applicant. Benefits to individual applicants within each of the five appellate districts will be awarded based on a formula that ranks each applicant according to the applicant's "ability to pay" his/her student loans (with separate rankings for the prosecutor side and the defender side). Awards are then made to individuals, starting with those individuals that the formula has determined are least able to pay

and moving down the list. Those not receiving benefits under another program that provides loan repayment assistance for eligible educational loans will be considered before those who are receiving such benefits.

Once all the money allocated for a particular district has been exhausted on the prosecutor ranking list or the defender list, the awarding for that district will cease.

In the event that not enough applicants from a particular district apply for the program (i.e., there is funding left over from the allocation made for prosecutors/defenders in that district after all applicants from that district have received awards), then the remaining dollars in that district's allocation would be awarded to the highest-ranked individuals (ensuring the prosecutor/defender allocated funds remain in balance) who have not been funded regardless of the district in which their employer is located.

Disbursement Information

The award amount is based on the applicant's remaining balance on eligible educational loans, not to exceed \$10,000.00 per year (depending on available funds, the maximum award may be less than \$10,000.00 in any given year). Proceeds will be remitted directly to the holder of the loan to be repaid in a one-time payment. Recipients must contact the loan holder to arrange for payment to be applied to the loan.

Responsibility for making the monthly loan payments and fulfilling the terms of the repayment agreement remains with the recipient.

Other Information

A recipient must respond to any notifications from ISAC and must notify ISAC of changes to his or her address, loan servicer/holder, employment status or loan status (default) within ten (10) days of the change.

ISAC routinely updates our website as new program information becomes available. Check isac.org periodically for the current processing status.

CHECKLIST

Be sure to complete, sign, date, review, and submit all of the required documents. Failure to do so will delay processing until your application packet is complete. It is the applicant's responsibility to allow sufficient mailing time in order for complete applications to be **received at ISAC** on or before the due date of **March 15, 2024**. ISAC is not responsible for misdirected or illegible applications.

1. **2023-24 John R. Justice Student Loan Repayment Program (JRJSLRP) Application – Part 1:** Complete, sign and date (will only accept an original ink signature). List only eligible loans in Section B on page 1.
2. **JRJSLRP Employment Verification – Part 2:** Complete, sign and date. You must have an authorized official complete Section B on page 3.
3. **JRJSLRP Eligible Loan Verification – Part 3:** Complete, sign and date a copy for each holder/servicer listed on the application in Section B on page 1.
4. **Program Information:** It is recommended that you review the details of this document. It is not necessary to return pages 7, 8, 9 and 10.
5. **JRJSLRP Service Agreements:** Complete, sign and date (will only accept an original ink signature) the applicable form as explained below
 - a. **JRJSLRP Service Agreement:** Complete this form if you have not previously received JRJSLRP benefits. If you previously signed a JRJSLRP Service Agreement and have not yet completed the initial three-year term of service you do not need to complete this document; the Service Agreement on file is still valid. See 5c.
 - b. **JRJSLRP Service Agreement – Secondary Term of Service:** Complete this form if you have completed the initial three-year term of service, and are applying to receive additional benefits which require an additional one year of service.
 - c. **Acknowledgment of Benefit:** Complete this form if you have not yet completed the initial three-year term of service, and are applying to receive additional benefits.
6. **National Student Loan Data System (NSLDS®):** Submit verification of all eligible loans listed on the Application – Part 1 in Section B. You must provide NSLDS Loan History with Detail Loan Information for each loan. Access the NSLDS website at https://nsldsfa.ed.gov/nslds_SA and print screens detailing all applicable loan information.
7. **Loan Account Statement:** Provide the most recent copy.

NOTE: The full Social Security number is required on page 1 of the application and last 4 #'s on the top of subsequent pages where indicated.

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JOHN R. JUSTICE STUDENT LOAN REPAYMENT PROGRAM (JRJSLRP) SERVICE AGREEMENT

NAME: _____ Last four #'s of SSN: xxx-xx-_____

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 less 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 unit of 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 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 the website at: https://bja.ojp.gov/program/john-r-justice-jrj-program/overview?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 Medical Leave Act (FMLA) 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 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 this 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 will be considered ineligible to participate in the program.

I, _____, agree to the terms of this Service Agreement.

SIGNATURE (must be in ink)

DATE

This form is to be used only by JRJSLRP recipients who have completed the initial three-year term of service and are applying to receive additional benefits which require an additional one year of service.

**JOHN R. JUSTICE STUDENT LOAN REPAYMENT PROGRAM (JRJSLRP)
SERVICE AGREEMENT- SECONDARY TERM OF SERVICE**

NAME: _____ Last four #'s of SSN: xxx-xx-_____

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 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. 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 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 the website at: https://bj.a.ojp.gov/program/john-r-justice-jrj-program/overview?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 (FMLA) 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 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 will be considered ineligible to participate in the program.

I, _____, agree to the terms of the Service Agreement.

SIGNATURE (must be in ink)

DATE

This form is to be used only by JRJSLRP recipients who have not yet completed the initial three-year term of service and are applying to receive additional benefits.

**JOHN R. JUSTICE STUDENT LOAN REPAYMENT PROGRAM (JRJSLRP)
SERVICE AGREEMENT
ACKNOWLEDGMENT OF BENEFIT**

NAME: _____ Last four #'s of SSN: xxx-xx-_____

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 on, any tax obligations resulting from benefits paid on their behalf.

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