

# **FLORIDA JOHN R. JUSTICE STUDENT LOAN REPAYMENT PROGRAM 2024-25 APPLICATION PACKET**

The John R. Justice (JRJ) Student Loan Repayment Program provides loan repayment assistance for state and federal public defenders and state prosecutors who agree to remain employed as public defenders and prosecutors for at least three years.

## **ATTORNEY ELIGIBILITY REQUIREMENTS**

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- State and federal public defenders and state prosecutors may qualify if they are employed with a qualifying entity and agree to:
  - Remain employed for at least three years as a new applicant;
  - Remain employed for at least one year as a JRJ beneficiary who has fulfilled the initial three-year service obligation and is selected again to receive additional JRJ benefits; or
  - Complete a Service Agreement Acknowledgement of Benefit, for current JRJ beneficiaries who have not yet completed their initial three-year service obligation, but remain eligible for JRJ benefits.
- All eligible attorneys must be “continually licensed to practice law.”
- Eligible prosecutors must be full-time employees of a state or local government (including tribal government) who “prosecute criminal or juvenile delinquency cases at the state or local government level.”
- Public defenders must be either full-time employees of a state or local government (including tribal government) or full-time employees of a nonprofit organization operating under a contract with a state or local government who “provide legal representation to indigent persons in criminal or juvenile delinquency cases.”
- Full-time federal defender attorneys must be employed with a defender organization providing legal representation to indigent persons in criminal or juvenile delinquency cases pursuant to subsection (g) of section 3006A of Title 18, United States Code.
- Attorneys providing supervision, education, or training of other persons providing prosecutor or public defender representation.

## **ATTORNEY DISQUALIFICATIONS**

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- Prosecutors must not be employees of the federal government.
- Prosecutors or public defenders must not be elected.
- Attorneys who are in private practice (and not a full-time employee of a non-profit organization), even if providing public defense services under contract with the state will not qualify.
- Attorneys who are in default on repayment of any federal student loans are not eligible to participate.

The JRJ Application Packet includes the following documents:

- 2024 Application Checklist
- Bureau of Justice Assistance Survey 2024 Award
- Section A – Certification
- Section B – Applicant Information
- Section C – Educational Debt
- Section D – Participation
- 2024 Employment Verification
- Appendix A – Service Agreement – First-time Applicants
- Appendix B – Service Agreement – Secondary Term of Service
- Appendix C – Service Agreement – Acknowledgement of Benefit
- Privacy Act Disclosure Notice

You may receive up to \$10,000 in repayment each calendar year or an aggregate total of \$60,000 of principal and interest of your Federal Family Education Loan Program (FFELP) or Direct Loan Program loan(s). Funds are provided on a first-come, first-served basis and are subject to the availability of legislative appropriation. Your employer will use a formula to award benefits, which ranks each applicant according to the applicant's ability to pay his or her student loans. The formula accounts for family income, qualifying student loan debt, and the number of dependents. You are responsible for repaying any loan balance that remains after the repayment is granted.

If your employer determines that you are eligible for loan repayment under this program, your loan holder will not refund payments that you have made or that were made on your behalf before the determination of eligibility. Funds are paid directly to the holder/servicer of your federal loan(s). Granting of this loan repayment may be counted as income. Please check with your tax specialist for a determination.

If you receive loan repayment based on any false, fictitious, or fraudulent statements that you make on the application or on any enclosed documents, you may be subject to civil and criminal penalties under applicable federal law.

JRJ funds will be applied to your loans in the following order:

- FFELP or Direct Unsubsidized Loans
- FFELP or Direct Subsidized Loans
- FFELP or Direct Consolidation Loans
- FFELP or Direct Graduate PLUS Loans
- Federal Perkins Loans

If you require assistance or have questions, please contact:

Susan Screws  
[OSFAJRJustice@fldoe.org](mailto:OSFAJRJustice@fldoe.org)  
850-245-1870

Florida Department of Education  
Office of Student Financial Assistance  
325 West Gaines Street, Suite 1344  
Tallahassee, Florida 32399-0400

## Florida John R. Justice Student Loan Repayment Program 2024 Application Checklist

Applicant Name \_\_\_\_\_ Applicant SSN \_\_\_\_\_

Employing Agency \_\_\_\_\_ New Applicant: Yes \_\_\_\_ No \_\_\_\_

\_\_\_\_\_ Bureau of Justice Assistance Survey 2024 Award

\_\_\_\_\_ 2024-25 Application Packet (Sections A, B, C, and D)

\_\_\_\_\_ 2024 Employment Verification

\_\_\_\_\_ Service Agreement – **Original Signature Required**

- Appendix A – Service Agreement – First-time Applicants
- Appendix B – Service Agreement – Secondary Term of Service – Applicants who have completed the 3-year agreement
- Appendix C – Service Agreement – Acknowledgement of Benefit – Applicants who have not completed the 3-year agreement

\_\_\_\_\_ Loan Documentation – Must include the information below:

- Name of Lender
- Payment Address
- Payment History
- Outstanding Balance
- Type of Repayment Plan (standard, income-based, income-contingent, pay as you earn, etc.)
- Loan Status (repayment, deferment, forbearance, etc.)

\_\_\_\_\_ Internal Revenue Service Form 1040 (pages one and two of your 2023 Federal Form 1040 is required.)

\_\_\_\_\_ Eligibility Calculation Spreadsheet

Provide this checklist and supporting documentation to your employer by November 29, 2024. Your employer will determine your eligibility and forward your application and documents to the Florida Department of Education, Office of Student Financial Assistance.

**Bureau of Justice Assistance Survey  
2024 Award**

Thank you for applying for the John R. Justice (JRJ) Student Loan Repayment Program.

As the administrator of the JRJ program, the Florida Department of Education, Office of Student Financial Assistance, must evaluate the impact of the JRJ program on the recruitment and retention of prosecutors and public defenders in the state.

Your assistance completing the survey is appreciated.

Applicant Name \_\_\_\_\_

Applicant SSN \_\_\_\_\_

Agency \_\_\_\_\_

Did the JRJ program influence your decision to apply for a government position?

Yes     No

Does the JRJ program influence your decision to remain employed with a government entity?

Yes     No

Comments:

# FLORIDA JOHN R. JUSTICE STUDENT LOAN REPAYMENT PROGRAM

## Section A – Certification

Applicant Name: \_\_\_\_\_

I understand that, by November 29, 2024, I must submit a completed application packet to my employer with a copy of my 2023 Federal Form 1040 (pages one and two), the appropriate Service Agreement, and an account statement from my lender.

I certify that all of the information provided in this application is true and complete to the best of my knowledge. If asked by the Florida John R. Justice Student Loan Repayment Program, I will provide proof of the information I have provided.

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Date

# FLORIDA JOHN R. JUSTICE STUDENT LOAN REPAYMENT PROGRAM

## Section B - Applicant Information

Applicant Name: \_\_\_\_\_ Applicant SSN: \_\_\_\_\_

Applicant Home Address: \_\_\_\_\_

Applicant City, State, Zip Code: \_\_\_\_\_

Applicant Work Address: \_\_\_\_\_

Applicant City, State, Zip Code: \_\_\_\_\_

Applicant Work Phone: \_\_\_\_\_ Applicant Cell Phone: \_\_\_\_\_

Applicant Work Email Address: \_\_\_\_\_ Applicant Home Email Address: \_\_\_\_\_

Applicant Employer: \_\_\_\_\_

Are you employed full-time (not less than 75 percent of a 40-hour workweek), with a qualifying entity, and not permitted to provide outside legal services?  Yes  No

Which of the following requirements does your employment satisfy?

- I prosecute 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.
- I provide legal representation to indigent persons in criminal or juvenile delinquency cases including supervision, education, or training of other persons providing such representation.
- I am a full-time employee of a nonprofit organization operating under a contract with the state of Florida or unit of local government who devotes substantially all of my 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.
- I am employed in the state of Florida 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.

## Licensure Information

Florida license number: \_\_\_\_\_

## Degree Information

Law degree from: \_\_\_\_\_ Law school graduation year: \_\_\_\_\_

# FLORIDA JOHN R. JUSTICE STUDENT LOAN REPAYMENT PROGRAM

## Section C - Educational Debt

Applicant Name: \_\_\_\_\_

The following loans are eligible for repayment with JRJ funds:

- FFELP or Direct Unsubsidized Loans
- FFELP or Direct Subsidized Loans
- FFELP or Direct Consolidation Loans
- FFELP or Direct Graduate PLUS Loans
- Federal Perkins Loans

**Please list lender/servicer and outstanding balance(s) for all eligible loans below:**

Lender/Servicer: \_\_\_\_\_

Outstanding balance: \_\_\_\_\_

Lender/Servicer: \_\_\_\_\_

Outstanding balance: \_\_\_\_\_

Lender/Servicer: \_\_\_\_\_

Outstanding balance: \_\_\_\_\_

Lender/Servicer: \_\_\_\_\_

Outstanding balance: \_\_\_\_\_

Lender/Servicer: \_\_\_\_\_

Outstanding balance: \_\_\_\_\_

Lender/Servicer: \_\_\_\_\_

Outstanding balance: \_\_\_\_\_

Lender/Servicer: \_\_\_\_\_

Outstanding balance: \_\_\_\_\_

**TOTAL Outstanding Balance: \_\_\_\_\_ TOTAL Monthly Payment: \_\_\_\_\_**

# FLORIDA JOHN R. JUSTICE STUDENT LOAN REPAYMENT PROGRAM

## Section D – Participation

Applicant Name: \_\_\_\_\_

Please Note: Participation in other loan assistance programs may or may not exclude you from this program. Each applicant is strongly encouraged to determine the effect that the John R. Justice Student Loan Repayment Program may have on other programs for which they are participating before applying.

Are you currently participating in other loan programs that assist you in repayment of your federal student loan debt?  Yes  No

If you answered yes, please list other programs for which you are receiving assistance on your federal loans. Types of assistance may include Loan Repayment Assistance Program (LRAP), Income-Driven Repayment, Public Service Loan Forgiveness, etc.

Type of Assistance: \_\_\_\_\_

Program End Date: \_\_\_\_\_

Amount of Assistance: \_\_\_\_\_

Type of Assistance: \_\_\_\_\_

Program End Date: \_\_\_\_\_

Amount of Assistance: \_\_\_\_\_

Type of Assistance: \_\_\_\_\_

Program End Date: \_\_\_\_\_

Amount of Assistance: \_\_\_\_\_

Type of Assistance: \_\_\_\_\_

Program End Date: \_\_\_\_\_

Amount of Assistance: \_\_\_\_\_



**FLORIDA JOHN R. JUSTICE STUDENT LOAN REPAYMENT PROGRAM  
2024 Employment Verification**

**Section A - Release (to be completed by applicant)**

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_

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

City \_\_\_\_\_ State: \_\_\_\_\_ Zip Code \_\_\_\_\_

I authorize my employer to provide the employment information requested by the Florida John R. Justice Student Loan Repayment Program.

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Date

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

The above named employee has applied for benefits from the Florida John R. Justice Student Loan Repayment Program. Please complete the following section.

Job Title of Employee: \_\_\_\_\_

Date of Hire: \_\_\_\_\_

Has the applicant been employed full-time (not less than 75 percent of a 40-hour workweek) with a qualifying entity and not permitted to provide outside legal services?

Yes  No

Name of Organization: \_\_\_\_\_

Office location (City) of employee: \_\_\_\_\_ Current Annual Salary: \_\_\_\_\_

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

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

Printed Name: \_\_\_\_\_

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

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

Email: \_\_\_\_\_

## Appendix A

*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 (JRJ) Student Loan Repayment Program 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 funds 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 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](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 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 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.

**NAME**

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**DATE**

## Appendix B

*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.*

**U.S. Department of Justice  
John R. Justice (JRJ) Student Loan Repayment Program  
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 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](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 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.



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.

**NAME**

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**DATE**

**Appendix C**

***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 B above).***

**John R. Justice (JRJ) Student Loan Repayment Program  
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 the BJA website at: [www.bja.gov/ProgramDetails.aspx?Program\\_ID=65](http://www.bja.gov/ProgramDetails.aspx?Program_ID=65).*

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**DATE**

## PRIVACY ACT DISCLOSURE NOTICE

The Privacy Act of 1974 (5 U.S.C. 552a) requires that the following notice be provided to you:

The authorities for collecting the requested information from and about you are 428L of the Higher Education Act of 1965, as amended (20 U.S.C. 1078-12) and the authority for collecting and using your Social Security Number (SSN) is 484(a)(4) of the Higher Education Act of 1965, as amended (20 U.S.C. 1091(a)(4)).

The principal purposes for collecting the information on this form, including your SSN, are to verify your identity, to determine your eligibility to receive a loan or a benefit on a loan (such as a deferment, forbearance, discharge, or repayment) under the John R. Justice Loan Repayment Program regarding your Federal Family Education Loan Program and Direct Loan Program student loans. We also use your SSN as an account identifier and to permit you to access your account information electronically.

The information in your file may be disclosed to third parties as authorized under routine uses in the appropriate systems of records. The routine uses of this information include its disclosure to federal, state, or local agencies, to other federal agencies under computer matching programs, to agencies that we authorize to assist us in administering our loan programs, to private parties such as relatives, present and former employers, business and personal associates, to credit bureau organizations, to financial and educational institutions, to guaranty agencies, and to contractors in order to verify your identity, to determine your eligibility to receive a loan or a benefit on a loan, to permit the servicing or collection of your loan(s), to counsel you in repayment efforts, to enforce the terms of the loan(s), to investigate possible fraud and to verify compliance with federal student financial aid program regulations, to locate you if you become delinquent in your loan payments or if you default, to provide default rate calculations, to provide financial aid history information, to assist program administrators with tracking refunds and cancellations, or to provide a standardized method for educational institutions efficiently to submit student enrollment status.

In the event of litigation, we may send records to the Department of Justice, a court, adjudicative body, counsel, party, or witness if the disclosure is relevant and necessary to the litigation. If this information, either alone or with other information, indicates a potential violation of law, we may send it to the appropriate authority for action. We may send information to members of Congress if you ask them to help you with federal student aid questions. In circumstances involving employment complaints, grievances, or disciplinary actions, we may disclose relevant records to adjudicate or investigate the issues. If provided for by a collective bargaining agreement, we may disclose records to a labor organization recognized under 5 U.S.C. Chapter 71. Disclosures may also be made to qualified researchers under Privacy Act safeguards.