
COLORADO JOHN R. JUSTICE PROGRAM

REQUEST FOR APPLICATIONS

Overview, Eligibility
and
Application Instructions
2017 (FY17 Funds)

Colorado Division of Criminal Justice

Deadline for Submission: 10:00 p.m. on November 13, 2017

Table of Contents:

OVERVIEW

I. AMOUNT OF PROGRAM FUNDING AND BENEFIT AMOUNT .. 3

II. ELIGIBILITY.....3

A. Eligible Employment..... 3

B. Ineligible Employment 4

C. Eligible Student Loans 4

D. Ineligible Student Loans..... 4

E. Disqualifying Conditions 4

III. SERVICE AGREEMENT 5

IV. BENEFITS DISTRIBUTION AND BENEFICIARIES RESPONSIBILITIES 5

V. APPLICATION PROCEDURE AND DEADLINE..... 6

VI. SELECTION OF BENEFICIARIES..... 6

A. "Least Ability To Pay" 6

B. Additional Selection Factors 6

C. Final Decisions..... 6

VII. RENEWAL OF BENEFITS FOR PREVIOUS BENEFICIARIES.....7

VIII. CHANGES IN BENEFICIARY EMPLOYMENT.....7

IX. QUESTIONS AND CONTACT INFORMATION.....7

X. APPLICATION INSTRUCTIONS.....7

PROJECT TIMELINE.....11

APPENDIX A: SERVICE AGREEMENT

APPENDIX B: SERVICE AGREEMENT - ACKNOWLEDGMENT OF BENEFIT

APPENDIX C: SERVICE AGREEMENT – SECONDARY TERM OF SERVICE

APPENDIX D: FAQ's

OVERVIEW

The Colorado John R. Justice (JRJ) Program provides educational loan repayment benefits to prosecutors and public defenders in Colorado, using funding from the John R. Justice (JRJ) Program codified as 42 U.S.C. §3797cc-21. The purpose of the program is to encourage qualified attorneys to choose and remain in careers as prosecutors and public defenders. Selected beneficiaries must commit to continued employment as public defenders and prosecutors for at least three years.

I. AMOUNT OF PROGRAM FUNDING AND BENEFIT AMOUNT

Colorado received a total of \$37,475 from the Bureau of Justice Assistance (BJA) for program fiscal year 2017 will make an equal allocation of \$18,737.50 to eligible selected prosecutors and \$18,737.50 to eligible public defenders. Three prosecutors will be selected for an award in addition, 3 public defenders will be selected for an award.

The six applicants (beneficiaries) awarded John R Justice funds for loan repayment will receive awards in the \$6,000 range to be paid directly to the loan company in 6 installments to maximize participation in the federal loan forgiveness program. A beneficiary may not receive more than \$60,000 in total lifetime benefits provided by JRJ grant funds.

Minimum Criteria: This will be a competitive process due to program eligibility and available funding limitations. Funding is based on need; please read this document for more information on how need is defined. For that reason, only applicants with a gross income (salary prior to taxes) of \$65,000 or below (this is the gross income of the applicant only) and with education loan debt of \$100,000 and higher are eligible to apply this program year.

II. ELIGIBILITY

A. ELIGIBLE EMPLOYMENT

Program defined employment eligible prosecutors and public defenders are:

Prosecutor: Full-time employee (defined as 30 hours or more per week) of a state or unit of local government (including tribal government) who is continually licensed to practice law and prosecutes criminal or juvenile delinquency cases at the state or unit of local government level including supervision, education, or training of other persons prosecuting such cases. 42 U.S.C. §3797cc-21(b)(1)

Public Defender: An attorney who is continually licensed to practice law and is a full-time employee (defined as 30 hours or more per week) 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.

and/or

An attorney who 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 (30 hours or more per week) to providing legal representation to indigent persons in

criminal or juvenile delinquency cases including supervision, education, or training of other persons providing such representation.

and/or

An attorney employed as a full-time federal defender in a defender organization pursuant to Subsection (g) of section 3006A of Title 18, United States Code, that provides legal representation to indigent persons in criminal or juvenile delinquency cases. 42 U.S.C. §3797cc-21(b)(2).

B. INELIGIBLE EMPLOYMENT

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 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. Elected officials such as the elected district attorney are not eligible.

C. ELIGIBLE STUDENT LOANS

The following student loans are eligible for repayment with JRJ funds:

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

Note: Applicants who have 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. The Colorado JRJ Program will look at the current loan balance, and, based on the percentage attributable to the attorney requesting participation, will establish that portion as the “loan balance” eligible for repayment.

D. INELIGIBLE LOANS

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

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

E. DISQUALIFYING CONDITIONS

An attorney must not be in default on repayment of any education loans.

III. SERVICE AGREEMENT

Attorneys selected to receive benefits for the first time must sign a Service Agreement (Appendix A) with the U.S. Department of Justice. This Service Agreement obligates a beneficiary to “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 employment.” In the event a beneficiary voluntarily leaves their position as an eligible beneficiary, or in the event they are involuntarily separated for misconduct or unacceptable performance before completing the agreed upon period of service, they 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 their behalf under this service agreement. The 36-month period of service begins on the day the beneficiary signs the paper document.

Beneficiaries who are selected to receive either second or third year of benefits will sign a Service Agreement- Acknowledgement of Benefit form (Appendix B) which confirms their commitment to stay in a JRJ eligible position for a term of 36 months from the date of the originally executed Service Agreement.

Beneficiaries, who have completed their first 36-month term and are selected for a fourth year of benefits, will sign a Service Agreement – Secondary Term of Service (Appendix C) which requires them to remain in a JRJ eligible position for an additional 12 month period.

Service agreements are an agreement between the eligible beneficiary selected by the state agency and the Department of Justice, and as such, may not be modified. All applicants should read the service agreement thoroughly for all of the agreements that the beneficiary will be agreeing to and entering into with the U.S. Department of Justice.

Note: During the application process, applicants will be required to electronically sign and indicate that they have read and agree to comply with the requirements in their applicable service agreement. Selected beneficiaries will be required to sign a paper copy of their service agreement once notified of the award and send it in with their acceptance packet.

IV. BENEFITS DISTRIBUTION AND BENEFICIARY RESPONSIBILITIES

The Colorado JRJ Program will make six equal payments toward the principal of one of the beneficiaries' eligible loans. The amount paid will not exceed the total qualifying loan balance. The Colorado JRJ Program will not be held responsible for any late fees assessed by the lending institution. It is the applicant's responsibility to ensure his or her loan payment is made as there may be delays in the administration of the loan payments. The beneficiary will be notified prior to a payment being made on their behalf. It is the applicant's responsibility to determine how this will affect their participation in any loan forgiveness programs. If the beneficiary has more than one eligible loan, the Colorado JRJ Program will make this payment on the first loan listed on the application form.

Applicants selected to receive funds (become a beneficiary) will be notified by email of their selection. Beneficiaries will have 5 working days to accept the award and 14 days to provide additional information necessary for contracting purposes.

V. APPLICATION PROCEDURE AND DEADLINE

Applicants must submit an application packet using the on-line application system (all questions answered and all requested documents uploaded) by November 13, 2017 by 10:00 p.m. The entire application and all required documents must be in by the deadline. **Incomplete applications including those missing information or documents will not be eligible for consideration. Applicants who do not meet the minimum requirement will not be eligible to submit an application.**

VI. SELECTION OF BENEFICIARIES

The total dollar amount of benefits awarded with JRJ funding will be equally divided between prosecutors and public defenders.

A. “LEAST ABILITY TO PAY” CRITERIA

Within the two employment categories, **priority will be given to those attorneys who have the least ability to repay their student loans.** Several factors will be considered including but not limited to:

- Annual Gross Income:
This includes income earned from all sources by the individual applicant prior to taxes being taken out. (This does not include income of anyone else in the household.)
- Cost of Living:
Factors such as household size, number of dependents and other household income will be considered.
- Amount of Loan Debt (eligible and non-eligible education loans)
This education loan debt must only include that of the applicant. This can include the applicant's undergraduate, graduate and law school loan debt. Although private education loan debt cannot be paid with JRJ program funds, private education debt of the applicant can be considered when determining need.

B. ADDITIONAL SELECTION FACTORS

Final funding decisions of the JRJ Board will be based upon an assessment of the individual applications with priority consideration for those applicants with the “least ability to repay”. Efforts will be made to widely distribute funds across geographic and population density areas to ensure that funding is not isolated or heavily concentrated in any particular metropolitan area or geographic section of the state. Additional criteria used to make selections include, but is not limited to:

- Applicant's Additional Circumstances (included in the application)

C. FINAL DECISIONS

Final decisions made by the JRJ Board are final and non-reviewable.

VII. RENEWAL OF BENEFITS FOR PREVIOUS BENEFICIARIES

Once approved for loan repayment, there is a rebuttable presumption that a beneficiary will be given priority consideration to receive funding during the second and third years of their three-year service agreement, depending on the availability of funds. Renewal is not automatic and nothing shall obligate the Colorado JRJ Program to renew a benefit in the same (or greater) amount previously received by a beneficiary. **Note:** [Dependent on future John R Justice funding from the Bureau of Justice Assistance, there is no guarantee or implication that future funds will be available.](#)

VIII. CHANGES IN BENEFICIARY EMPLOYMENT

Beneficiaries who change jobs, but remain in continual JRJ eligible employment in Colorado will continue to be eligible for current or renewed benefits to the same extent as those who did not change employment.

IX. QUESTIONS AND CONTACT INFORMATION

Direct all questions to Anna Lopez at the Division of Criminal Justice, Office of Adult and Juvenile Justice Assistance at, anna.lopez@state.co.us.

X. APPLICATION INSTRUCTIONS

You are required to answer all of the questions in the application. If your response to one of the minimum eligibility questions indicates you do not meet a minimum eligibility requirement you will not be able to move forward in the application process. Minimum criteria questions are designated with an asterisk in the question instructions below.

Any required documents will need to be scanned and attached in the online application system. This is a secure site. Necessary steps have been taken to keep sensitive information secure. **Failure to provide requested documentation will result in the disqualification of your application.**

User Name and Password: To use the on-line application you will first have to establish a user name and password. To do this go to the JRJ User Name link first:

https://coloradopco.co1.qualtrics.com/jfe/form/SV_1XozTispKMYM0q9

Note: Please remember your user name and password this will allow you to save your information and return to complete the application at a later time. If you forget your user name or password please contact Anna Lopez at anna.lopez@state.co.us. Do not create a new user name and password, this may result in multiple applications under your name and the system may delete duplicate applications making you ineligible.

After you have a user name and password you will go to the John R. Justice Application link to begin. To access the application you must enter your user name and password. Once you have logged on you will be able to begin the application.

Link to application: https://coloradopco.co1.qualtrics.com/jfe/form/SV_a9r18JW8EJfkLK5

Name of Applicant

- This is your current full legal name

Applicant's Home Contact Information

- Street Address, City, State and Zip Code - Your mailing address
- Phone Number - The best phone number to reach you (this can be your cell phone number)
- Personal Email Address - Your personal email address. If you do not have one use your work email address. You must provide a valid email address to move on to the next question.

Law School Information

- Name of School Received Law Degree - The name of the school from which you received your law degree
- Graduation Year - Only the year you received your law degree
- If your degree is under another name, what is that name - The name on your law degree

***Are you licensed to practice law in Colorado**

You must be licensed to practice law in Colorado to be eligible to participate in this program. If you are not licensed to practice law in Colorado, you will need to select "no" which will send you to a message indicating you are not eligible to apply for this program.

What is your license #

Your valid Colorado license #

*** Type of Applicant**

If you are not one of the attorney types listed, you will need to select "other" which will send you to a message indicating you are ineligible. See the eligible employment section on page 3 of these instructions.

Current Employer

- Agency Name, Address, City, State and Zip Code - This is the location where you currently work
- Your work number and email address - self explanatory

***Employed**

Select either Full-time (30 hours or more), Part-time (less than 30 hours) or Unemployed. If you are either part-time, defined as working less than 30 hours a week, or unemployed you are not eligible to participate in this program. See the eligible employment section on page 3 of these instructions.

Number of months employed in the public sector as an eligible attorney

Provide only the number of months you have been employed in your JRJ-eligible position. Only provide the number of months round up or down appropriately.

Supervisor's Information

Provide your immediate supervisor's name, phone number and email address.

Previous JRJ Beneficiary

If you have been the recipient of Colorado JRJ funds in previous years, please indicate the number of years you have received JRJ benefits.

Your total 2016 gross income (all sources)

Provide the total amount of your gross income (income prior to taxes or other deductions) you received in 2016 from all sources. This includes your primary job as well as any other sources of income you have earned (do not include any one else's income in this question). If you have been in your JRJ eligible position for less than 12 months prior to your application your paystub will be used to calculate your gross salary (monthly gross X 12 mos).

Employment Verification – Scan and Upload

You will need to scan and upload a copy of your previous month's paystub. This will verify your employment in an eligible JRJ position and the number of hours you work.

Scan and upload a copy of your 2016 W-2

Provide a copy of your 2016 W-2 from your JRJ eligible position. Scan and upload this document.

Information on your household: Identify all persons in your household over age 18

Provide the first name, relationship to you and total gross income information for every person living in your household who is over age 18. This includes a spouse, adult children, roommate(s), etc.

Total number of dependents under 18 living with you

Provide the number of dependents you claimed on your 2016 Income Tax Form. You may be required to provide documentation at a later date to verify this number.

*** Do you have any education loans in default status?**

If you have any education loans under your name that are currently being reported by the loan holder as in default, you will answer yes to this question. Default status does not include forbearance or deferred. If you do not know the answer to this question, check with your loan company. If you are in default on any education loan you must select "yes" which will send you to a message indicating you are ineligible to apply for this program.

Current amount owed on all your public education loans (JRJ eligible loans). Verifiable by the NSLDS Loan Detail Documentation requested below.

Include the total amount you currently owe on all public education loans used to pay for your education. Include loans taken out for your undergraduate, graduate (if applicable) and law degree. Do not include your spouse's loans or any loans in your name taken out for your dependents education. You will be asked to upload documentation of these loans.

Scan and upload documentation of all your public educational loans from NSLDS. Any amount of public loan debt that cannot be verified on the NSLDS report will not be considered toward your total loan debt.

Public - NSLDS documentation

To verify the amount of public educational loan debt reported in a previous question, the applicant is required to submit via the on-line application system, Loan details from the National Student Loan Data System (NSLDS). This database tracks all public loans and includes a summary page and then a detail page for each loan. You must upload the summary page and all of the detail pages. Instructions for accessing the system follow.

In order to access your information on this database you must have a PIN from the US Department of Education. [Allow plenty of time so that you can request a PIN if you do not already have one.](#)

1. Access the NSLDS website at: http://www.nsls.ed.gov/nsls_SA/

2. Select the Financial Aid Review button and follow the directions on the site. You can request a pin from this page or log-in using your social security number, first two-digits of your last name, date of birth and pin.

3. Once you have a pin and have logged on you will see a summary page listing all of your student loans you need to print this page or pages.

4. You will then select each individual loan and print the information on the loan page(s) - this includes details on your repayment status and the original amount borrowed. This must be done for each educational loan included on your summary page.

Once you have printed all the information from NSLDS (summary and details for each loan), you will scan all these documents and attach them in this section. Note: You must submit both the summary page and all the back-up documents that follows which provides specific information on each individual loan you have (in some instances this is over 30 pages). The total on the summary must be verified by the specific loan detail and the loan detail must add up to the summary total. If the details for each loan is not submitted, you may be disqualified.

Current amount owed on your private education loans (through private lending institutions such as banks). Verifiable through lender institution documentation requested below.

Include the total amount you currently owe on all private education loans used to pay for your education. These are typically loans from private institutions such as banks. Include loans taken out for your undergraduate, graduate (if applicable) and law degree. Do not include your spouse's loans or any loans in your name taken out for your dependents education or any Bar loans.

Scan and upload documentation of all your private educational loans (excluding Bar Loans).

Provide documentation of private education loans for the applicant including, undergraduate, graduate (if applicable) and law degree. Documentation must match the amount of private loan debt reported in the previous question. The documentation should show at a minimum the beginning loan amount, the balance of the loan at the time of applying for JRJ funds, monthly payment and the status of the loan (repayment, forbearance, deferred, defaulted, consolidated). Do not include your spouse's loans or any loans in your name taken out for your dependents education. Once you have your entire private loan documentation scan and upload all the documents. Any amount of private loan debt that cannot be verified by documentation you supply will not be considered toward your total loan debt.

Current minimum monthly payment on all your education loans

Add up your monthly payment for each of your education loans currently in repayment status (only include the minimum required payment due each month). Include loans both eligible (public) and not eligible (private) for payment using JRJ funds. Include loans taken out for your undergraduate, graduate (if applicable) and law degree. Do not include your spouse's loans or any loans in your name taken out for your dependents' education.

Payment Information for JRJ Eligible Loan

Enter the loan payment information for one JRJ eligible education loan (loan eligibility on page 4). If selected as a beneficiary of this program the amount awarded will be paid on this loan only (see page 5 for details on the payment). If you do not have some of the information requested contact your loan company and ask for the information.

Please present any circumstances you would like the review board to consider. This is a scored portion of the application, DO NOT LEAVE IT BLANK.

You have 1000 characters to present any information you would like the review board to consider when they are reviewing "least ability to pay" situations.

Applicant Notice and Validate and Submit Application

You must read this notice and type the user name and password you selected for this system in the boxes. Not completing this section will make you ineligible.

PROJECT TIMELINE:

COLORADO JRJ PROJECT 2017-18	
Task	Timeline
Open Process for Applicants	By October 13, 2017
On-line Application Packet due to DCJ	November 13, 2017 by 10:00 p.m.
Prescreen applications for eligibility	By December 11, 2017
Board makes decisions	By January 19, 2018
Notify applicants of funding decisions	By January 24, 2018
Acceptance form and all documents for contracts returned to DCJ from selected beneficiaries (5 days after notification)	T.B.D. by February 2, 2018
Projected payments (6 total) made to loan company on behalf of applicant	April – September, 2018
Reporting	Annually

CHECK-LIST OF REQUIRED DOCUMENTS THAT MUST BE UPLOADED IN THE APPLICATION SITE:

Documentation Required	Uploaded
1. Previous month's pay stub	
2. 2016 W-2 from JRJ qualified position	
3. NSLDS Loan Summary page(s)	
4. NSLDS Loan Detail (at least one page per loan)	
5. Private loan documentation (only if you have private loans)	

APPENDIX A: SERVICE AGREEMENT – FIRST YEAR

**John R. Justice Student Loan Repayment Program (JRJSLRP)
Service Agreement**

NAME: _____

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

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

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

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

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

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

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

3. I authorize the Department of Justice and/or the designated JRJSLRP State administrative agency, to verify the status, payment history, and outstanding balance of

each qualifying loan, and to discuss the terms with the lender or note holder, or predecessors or successors in interest.

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

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

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

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

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

11. I understand that, by law, repayment benefits made on my behalf cannot exceed \$10,000 in any calendar year or an aggregate total of \$60,000. This limitation should not, under any circumstances, be construed as an obligation of said benefits. This agreement may be modified by the parties, subject to the limitations of 42 U.S.C. §§ 3797cc-21(d) and (e), to provide additional student loan repayment benefits without the need for an entirely new agreement. Such modifications include, but are not limited to, the possibility of payment increases, or the extension of benefits beyond the initial three-year service obligation, in consideration for additional service commitment by the beneficiary, based upon terms to be determined by the parties.

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

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

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

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

SIGNATURE

DATE

APPENDIX B: SERVICE AGREEMENT – ACKNOWLEDGMENT OF BENEFIT

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.

SIGNATURE

DATE

APPENDIX C: SERVICE AGREEMENT – SECONDARY TERM OF SERVICES

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

NAME: _____

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

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

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

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

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

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

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

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

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

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

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

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

4. I will notify the designated JRJSLRP State administrative agency, without delay, in writing, of any transfer to a new position or employing agency, identifying myself as a JRJSLRP beneficiary.
5. I will notify the designated JRJSLRP State administrative agency, without delay, in writing, of my intention to voluntarily separate, resign, or retire from my position as an eligible beneficiary before completing my service obligation under paragraph 1 above.
6. I will notify the designated JRJSLRP State administrative agency, without delay, in writing, of my status in default of any loan obligation with respect to a qualifying "student loan," as defined in 42 U.S.C. §3797cc-21(b)(3)(A).
7. In the event I voluntarily leave my position as an eligible beneficiary, or in the event I am involuntarily separated for misconduct or unacceptable performance before completing the agreed upon period of service, I will be indebted to the Federal government and must reimburse the Department of Justice for the full amount of any student loan repayments made on my behalf under this service agreement, 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.
11. I understand that, by law, repayment benefits made on my behalf cannot exceed \$10,000 in any calendar year or an aggregate total of \$60,000. This limitation should not, under any circumstances, be construed as an obligation of said benefits. This agreement may be modified by the parties, subject to the limitations of 42 U.S.C. §3797cc-21(d) and (e), to provide additional loan repayment benefits without the need for an entirely new agreement. Such modifications include, but are not limited to, the possibility of payment increases, or the extension of benefits beyond the initial three-year service obligation, in consideration for additional service commitment by the beneficiary, based upon terms to be determined by the parties.
12. Periods of leave without pay, or other periods during which I am not in a pay status do not count toward the completion of the required service period upon reemployment. The service completion date must be extended by the total time spent in non-pay status. However, absence because of uniformed service in a recognized branch of the United States military, authorized maternity/paternity, FMLA, or due to compensable injury is considered creditable (within the sole discretion of the Director of BJA) toward the required service period upon reemployment.
13. This agreement is null and void if I am not selected for JRJSLRP in the year I sign and date this agreement.
14. Privacy Act Notification: This information is provided pursuant to the Privacy Act of 1974 (Public Law No. 94-579), as amended, for individuals supplying information for inclusion in a system of records. The authority for the collection of this information is 42 U.S.C. §3797cc-21. The purpose of the John R. Justice Loan Repayment for Prosecutors and Public Defenders statute is to encourage qualified individuals to enter and continue employment as prosecutors and public defenders. This Agreement and related data are made part of the file to be used within the Department of Justice for record-keeping and management while participating in the John R. Justice Student Loan Repayment program. The information also may be disclosed outside the Department, as permitted by the Privacy Act and Freedom of Information Act, to the Congress, the Internal Revenue Service, and pursuant to court order. You are asked to provide your Social Security Number. Please note that if you do not provide the information, and you are selected to participate in the John R. Justice Student Loan Repayment program, your Social Security Number will be required later to enable the Department to verify your eligibility status. Failure to submit this information will render this Agreement incomplete and you be considered ineligible to participate in the program.

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

SIGNATURE

DATE

APPENDIX D: FREQUENTLY ASKED QUESTIONS (FAQs)

1. What will satisfy as the National Student Loan Data System (NSLDS) “document”?

You just need to print the screen with the loan information. Unfortunately, the NSLDS website does not have a printer friendly option to create a “document”.

You must **print and submit** the summary page and a NSLDS “document” **for each student loan** that you possess, including the loan for which you are requesting assistance.

2. What if I have more than one qualifying student loan?

An applicant may have more than one qualifying student loan, but for purposes of this solicitation, the applicant must choose the one loan for which he/she requests financial assistance. Payments will not be made to multiple lending institutions or towards multiple loan numbers held at a one lending institution.

3. What if I do not have my lending institution’s Federal Tax ID (FEIN) number?

Contact your lending institution and ask them to provide you with this information as it is needed for federal reporting. The FEIN number should be a nine-digit numerical sequence.

If selected to receive funds, payment on your behalf cannot be made without a FEIN number for the loan company to be paid. This is an essential component of the application.

4. Will I be contacted if my application is missing information?

No. Applicants will not be notified if any information or document is missing from their application. Any missing information or documentation will result in the denial of your request.

5. If I have already submitted my application but have since discovered errors, may I resubmit?

Yes. You may resubmit your application up until the posted deadline. When resubmitting your application, use the on-line system in addition send an email to anna.lopez@state.co.us asking to replace the first submission with the most recently submitted version. This will result in the deletion of the application date stamped earliest.

6. The Application requests the contact person for my loan institution. What if I don’t have a specific contact person?

If your lending institution has a customer service center in which there is not one specific person that can handle inquiries, please just indicate “Customer Service Rep” and provide the telephone and fax number for that center. If your lending institution does have a contact person, please provide that designated person’s name and telephone/fax number.

7. If I have a student loan currently in forbearance, is that loan still eligible?

Yes. A loan in forbearance is eligible. Unless you have any other federal student loans reported as defaulted.

If an applicant has defaulted on any federal student loan, he or she is ineligible to apply for JRJ benefits.

8. Do I have to currently be employed as a prosecutor or public defender in order to submit an application under JRJ?

Yes. To qualify for JRJ benefits you must be actively employed and meet the applicant eligibility requirements at the time of submitting your application. Being offered a position with a start date after 11/13/17 but before the contract start date does not make you eligible this year.