

**John R. Justice Student Loan
Repayment Program
2019-RJ-BX-0035**

Application

HESAA-JRJ Program
PO Box 549
Trenton, NJ 08625-0549
www.hesaa.org
1-800-792-8670 Ext 5535

Personal Information (Please print in dark ink)				
First Name	MI	Last Name	Social Security Number	Date of Birth
Street Address			Contact Phone	
City	State	Zip Code	Email Address	
Employment Information				
Place of Employment			Job Title	
Street Address			NJ County of Employment	
City	State	Zip Code	Telephone	
I meet the program definition for eligible beneficiary as a:			Previous JRJ Award Recipient:	
☐ Public Defender ☐ Prosecutor			☐ Yes ☐ No	
Number of Years in Loan Repayment, not including periods of deferment/forbearance (check one)				
☐ less than 3 ☐ 3 to 7 ☐ 8+ years				
Number of Years of Service as Prosecutor/Public Defender in New Jersey, not counting internships/co-ops)				
☐ less than 3 ☐ 3 to 7 ☐ 8+ years				
Student Loan Information (Attach most recent billing or online statements from each lender/servicer)				
Lender Name			Amount Owed	
Lender Name			Amount Owed	
Lender Name			Amount Owed	
Lender Name			Amount Owed	
Certification and Authorization				
I certify that the information on this application is true, correct and complete to the best of my knowledge and belief and made in good faith. I certify that I am not in default on a Federal student loan. I understand that the Higher Education Student Assistance Authority ("HESAA" or "you") and your agents are relying on this certification. I authorize you to obtain verification of my eligibility status, including information related to my licensure, employment, and student loan debt. In addition, I agree to comply with all applicable laws, rules, regulations, policies, and directives of the John R. Justice Student Loan Repayment Program. I also understand that I, submitting this application, does not guarantee funding.				
_____ Applicant Signature			_____ Date	
Continues on Next Page				

Name of Applicant from Page 1		Applicant's Gross Annual Salary										
Name of Employing Organization and Department		County Where Office is Located										
Certification By signing below, I certify this attorney/applicant is a full-time (not less than 75% of a 40 hour work week) employee in my agency/organization. Further, I certify this attorney/applicant meets the appropriate definition of a prosecutor or public defender as detailed in the JRJ Service Agreement. I certify that the information I have provided is true, correct and complete according to our organization's records.												
Signature of Employer		Date										
Print Name	Title	Telephone										
Mailing Instructions DON'T FORGET! Your completed application along with all supporting documents must be <u>received</u> on or before the published deadline of <u>November 30, 2019</u>. Only completed applications will be considered. ✓ This application form. ✓ John R. Justice Service Agreement (Appendix B, C or D). ✓ Your student loan billing statements/online account printout that shows your lender's name, address, account number and balance. ✓ 2018 Federal Income Tax Return, with Schedule A and Form 2441, if applicable; and your W-2(s). <table border="0"> <tr> <td>Standard, US Postal Mail:</td> <td>Overnight Mail Services</td> </tr> <tr> <td>HESAA</td> <td>HESAA</td> </tr> <tr> <td>Special Loan Unit-JRJ</td> <td>Special Loan Unit-JRJ</td> </tr> <tr> <td>PO Box 549</td> <td>4 Quakerbridge Plaza</td> </tr> <tr> <td>Trenton, NJ 08625-0549</td> <td>Mercerville, NJ 08619</td> </tr> </table>			Standard, US Postal Mail:	Overnight Mail Services	HESAA	HESAA	Special Loan Unit-JRJ	Special Loan Unit-JRJ	PO Box 549	4 Quakerbridge Plaza	Trenton, NJ 08625-0549	Mercerville, NJ 08619
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Trenton, NJ 08625-0549	Mercerville, NJ 08619											
Program Definitions Eligible Prosecutor • A full-time employee of a state or unit of local government who is continually licensed to practice law in New Jersey and prosecutes criminal or juvenile delinquency cases at the state or local unit of government level (including supervision, education, or training of other persons prosecuting such cases). • Prosecutors who are employees of the federal government are not eligible. Eligible Public Defender An attorney who is continually licensed to practice law in New Jersey, and is a full-time employee of: • a state or unit of local government, and provides legal representation to indigent persons in criminal or juvenile delinquency cases (including supervision, education, or training of other persons providing such representation) or • a non-profit organization operating under contract with a state or unit of local government, and 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 • a defender organization established 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, and is a federal defender on a full-time basis Note: Attorneys who are in private practice and are not full-time employees of a non-profit organization do not qualify as "public defenders" for purposes of this program, even if they, as individuals or as employees of a firm, are under contract with a state or are appointed by the court to provide public defense services.												



STATE OF NEW JERSEY JOHN R. JUSTICE STUDENT LOAN REPAYMENT PROGRAM

The purpose of the John R. Justice Student Loan Repayment Program (JRJLRP) is to attract and retain qualified attorneys as prosecutors and public defenders. The program is funded for the current year by a grant from the U.S. Department of Justice.

To qualify for loan repayment assistance, an applicant must:

- 1) be currently employed full-time as an eligible prosecutor or public defender, and
- 2) have eligible outstanding student loan debt in good standing with each lender
- 3) sign a service agreement committing to remain employed as an eligible public defender or prosecutor for at least three years.

Eligible Prosecutor

- A full-time employee of a state or unit of local government who is continually licensed to practice law in New Jersey and prosecutes criminal or juvenile delinquency cases at the state or local unit of government level (including supervision, education, or training of other persons prosecuting such cases).
- Prosecutors who are employees of the federal government are not eligible.

Eligible Public Defender

An attorney who is continually licensed to practice law in New Jersey, and is a full-time employee of:

- a state or unit of local government, and provides legal representation to indigent persons in criminal or juvenile delinquency cases (including supervision, education, or training of other persons providing such representation) or
- a non-profit organization operating under contract with a state or unit of local government, and 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
- a defender organization established 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, and is a federal defender on a full-time basis

Note: Attorneys who are in private practice and are not full-time employees of a non-profit organization do not qualify as "public defenders" for purposes of this program, even if they, as individuals or as employees of a firm, are under contract with a state or are appointed by the court to provide public defense services.

Selection Process

The application ranking process for public defenders and prosecutors will occur separately for each group. Only complete applications received on or before the deadline will be considered. Each eligible application will be ranked according to objective criteria established to identify candidates who are the least able to repay their student loans.

Eligible Educational Loans, including undergraduate, graduate, and law school education

- Federal Stafford Loans
- Federal Graduate PLUS Loans
- Federal Consolidation Loans
- Federal Perkins Loans

Non-Eligible Loans

- Federal Parent PLUS Loans
- Federal Consolidation Loans used to repay Federal Parent PLUS Loans
- Any portion of Federal Consolidation Loans used to repay a spouse's federal loans
- Non-federal student loans, including NJCLASS or other private education debt
- Personal debt instruments, including credit card, home equity, or loans from family members

Borrowers who are in default status are ineligible for the JRJ Loan Repayment Program.

Loan Repayment Awards

- The 2019-2020 service contract award amount for prosecutors will be \$2,409.89.
- The 2019-2020 service contract award amount for public defenders will be \$2,409.89.
- One loan repayment award will be made directly to your lender(s) after verification of eligible service.
- Participants may apply for one renewal service contract at the end of their third year.
- Loan repayment assistance received through this program may be considered taxable income by the Internal Revenue Service and will be reported by HESAA (see your tax professional for further info).

Application Instructions

- 1) You must complete all applicant sections on the first page.
- 2) The Human Resources administrator who is authorized to verify employment information must complete the certification on the second page.
- 3) Attach a copy of your student loan billing statement from each lender.
- 4) Attach a signed copy of your 2018 Federal Income tax Return with W-2s; Schedule A and Form 2441, if applicable.
- 5) Attach the signed and dated applicable JRJ Service Agreement.
- 6) The applicant must ensure that HESAA receives the completed application and all required documents prior to the **deadline of November 30, 2019**. **Only complete and on time application packages will be considered.**

This program is supported by Grant No. 2019-RJ-BX-0035 by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the SMART Office, and the Office for Victims of Crime. Points of view or opinions in this document are those of the author and do not represent the official position or policies of the United States Department of Justice.

Appendix B

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

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

NAME: _____

In consideration of the student loan repayment incentive for which I have been offered under 34 U.S.C. §10671, I hereby agree as follows:

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

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

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

In accordance with 34 U.S.C. §10671(b)(2), the term “public defender” is understood to mean an attorney who—

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

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

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

The term “qualifying loan” is understood to have the same meaning as “student loan” in 34 U.S.C. §10671(b)(3):

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

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

- (1) A loan made to the parents of a dependent student under section 1078-2 of Title 20.
 - (2) A Federal Direct PLUS Loan made to the parents of a dependent student.
 - (3) A loan made under section 1078-3 or 1087e(g) of Title 20 to the extent that such loan was used to repay a loan described in sub. (1) or (2) above.
4. I will notify the designated JRJSLRP state administrative agency, without delay, in writing, of any transfer to a new position or employing agency, identifying myself as a JRJSLRP beneficiary.
 5. I will notify the designated JRJSLRP State administrative agency, without delay, in writing, of my intention to voluntarily separate, resign, or retire from my position as an eligible beneficiary before completing my service obligation under paragraph 1 above.
 6. I will notify the designated JRJSLRP State administrative agency, without delay, in writing, of my status in default of any loan obligation with respect to a qualifying “student loan,” as defined in 34 U.S.C. §10671(b)(3)(A).
 7. In the event I voluntarily leave my position as an eligible beneficiary, or in the event I am involuntarily separated for misconduct or unacceptable performance before completing the agreed upon period of service, I will be indebted to the federal government and must reimburse the Department of Justice for the full amount of any student loan repayments made on my behalf under this service agreement. I further acknowledge that a sum equal to the amount that I am required to repay shall be recoverable by the federal government from me (or my estate, if applicable) by such methods as are provided by law for the recovery of amounts owed to the federal government.
 8. I understand and affirm that I remain responsible for making regular student loan payments, that such responsibility is not abated by selection for participation in the JRJSLRP, and that I am required to continue to make personal payments toward my qualifying loans to remain eligible for the JRJSLRP in the future. I understand that JRJSLRP payments will be made directly to the holder of my qualifying loan(s) and that I will not be the direct recipient of any such funds.
 9. Loan repayments made on my behalf pursuant to this agreement do not exempt me from responsibility and/or liability for the full amount of any loan in which I am the debtor.

10. I am responsible for any income tax obligation resulting from the student loan repayments made on my behalf.

The Bureau of Justice Assistance does not provide legal advice on possible tax obligations resulting from receipt of JRJ benefits. The following is provided for informational purposes only. Beneficiaries of JRJ Student Loan Repayment Program benefits remain personally responsible for, and should consult with their tax advisors for advice on, any tax obligations resulting from benefits paid on their behalf.

As a courtesy to JRJ beneficiaries and state administering agencies, BJA has requested information from the Internal Revenue Service (IRS) that may be helpful to beneficiaries and JRJ state administering agencies (SAAs) in determining tax consequences of JRJ benefits. The IRS provided a response to that request; a copy of both the inquiry and response are available on the BJA website at:
www.bja.gov/ProgramDetails.aspx?Program_ID=65.

11. I understand that, by law, repayment benefits made on my behalf cannot exceed \$10,000 in any calendar year or an aggregate total of \$60,000. This limitation should not, under any circumstances, be construed as an obligation of said benefits. This agreement may be modified by the parties, subject to the limitations of 34 U.S.C. §§ 10671(d) and (e), to provide additional student loan repayment benefits without the need for an entirely new agreement. Such modifications include, but are not limited to, the possibility of payment increases, or the extension of benefits beyond the initial 3-year service obligation, in consideration for additional service commitment by the beneficiary, based upon terms to be determined by the parties.
12. Periods of leave without pay, or other periods during which I am not in a pay status, do not count toward the completion of the required service period upon reemployment. The service completion date must be extended by the total time spent in non-pay status. However, absence because of uniformed service in a recognized branch of the United States military, authorized maternity/paternity leave, Family and Medical Leave Act leave, or due to compensable injury is considered creditable (within the sole discretion of the Director of BJA) toward the required service period upon reemployment.
13. This agreement is null and void if I am not selected for JRJSLRP in the year I sign and date this agreement.

Privacy Act Notification: This information is provided pursuant to the Privacy Act of 1974 (Public Law 94-579), as amended, for individuals supplying information for inclusion in a system of records. The authority for the collection of this information is 34 U.S.C. §10671. The purpose of the John R. Justice Loan Repayment for Prosecutors and Public Defenders statute is to encourage qualified individuals to enter and continue employment as prosecutors and public defenders. This Agreement and related data are made part of the file to be used within the Department of Justice for record-keeping and management while participating in the John R. Justice Loan Repayment program. The information also may be disclosed outside the Department, as permitted by the Privacy Act and Freedom of Information Act, to the Congress, the Internal Revenue Service, and pursuant to court order. You are asked to provide your Social Security Number. Please note that if you do not provide this information, and you are selected to participate in the John R. Justice Loan Repayment program, your Social Security Number will

be required later to enable the Department to verify your eligibility status. Failure to submit this information will render this Agreement incomplete and you will be considered ineligible to participate in the program.

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

SIGNATURE

DATE