
**2020 JOHN R. JUSTICE STUDENT
LOAN REPAYMENT PROGRAM (JRJSLRP)
APPLICATION AND SERVICE AGREEMENT PACKET**

ALL APPLICATIONS MUST BE ELECTRONICALLY SUBMITTED, AND THE ORIGINAL HARD COPY SUBMITTED VIA U.S. MAIL. BEFORE SUBMITTING THE APPLICATION, CAREFULLY READ THE ENTIRE APPLICATION PACKET, 23 PAGES, INCLUDING ALL PARTS AND APPENDICES A-F. An Application Checklist is provided in Appendix D, which lists documents required to complete your application. The application will not be considered complete without the documents set forth in the Application Checklist.

This project is supported by Grant No. 2019-RJ-BX-0016 awarded 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 of 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.

PLEASE NOTE your Social Security Number is needed for processing your application, please see Part 4(14) or Part 5(14) for the Privacy Act Notification. Further, be aware that if your service agreement is not fulfilled, any award will have to be paid back in full within 30 days of breaking agreement.

The application and all required documents must be scanned and emailed to asancho-baker@cpc.sc.gov by November 16, 2020 at 5:00 PM. Original hard copy must be sent via U.S. Mail, postmarked by 11/16/2020 to: SC Commission on Prosecution Coordination; Attn: Andrea C. Sancho-Baker; Post Office Box 11561; Columbia, South Carolina 29211-1561.

(Application Packet in Following Pages)



PART 1. APPLICATION
Complete Application Documents Due by November 16, 2020

Social Security Number:		Last Name:	First Name:	MI:
Permanent Home Address:			Date of Birth:	
City:		State:	ZIP Code:	
Home: Area Code and Telephone Number	Cell: Area Code and Telephone Number		Work: Area Code and Telephone Number	
Home e-mail address:		Work e-mail address:		
Adjusted Gross Income (AGI) from Fed 1040:		Calculated Deductions from Fed 1040:		



The following educational loans made under the Federal Family Education Loan Program (FFELP) and/or Federal Direct Loan Program are eligible for payment under this program:

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

List loan repayment details for each Holder/Service as of the date of this application. If you are including a consolidation loan(s), please refer to the Eligible and Non-Eligible Loans section of Program Information for further information.

For each loan listed provide the NSLDS Loan History with Detailed Loan Information for each loan and a current account statement. (Note: the award is paid directly to the lender to reduce the outstanding principal of the loan.) **Any award will be applied to the first loan listed below.**

LOAN TYPE(S) (e.g., Stafford, Perkins)	HOLDER/SERVICER NAME	HOLDER/SERVICER ADDRESS	MONTHLY PAYMENT	OUTSTANDING PRINCIPAL BALANCE
1.				
2.				

3.				
4.				

TOTAL Monthly Payment(s):	TOTAL Outstanding Principal Balance:
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NOTE: If you qualify for the Public Service Loan Forgiveness (PSLF) or any other loan assistance repayment program(s), we recommend that you contact the Federal Direct Loan Servicer or administrator of the program(s) to determine how receiving funds through the JRJSLRP will impact your eligibility.

I certify I am not in default on any federal student loans, and all the information on this application and accompanying documents is true and complete to the best of my knowledge. If asked by the South Carolina Commission on Prosecution Coordination (SCCPC), I will provide proof of the information I have given in this application. I acknowledge that if I am awarded through this program that the amount received may be taxable income for the year that it is received, and it is my responsibility to consult a tax expert and declare it on my income tax return.

Applicant Signature: _____ Date: _____



Have you previously received a John R. Justice Loan Repayment Award through the SCCPC?

NO YES (complete table below)

Please indicate prior John R. Justice Loan Repayment Awards you have received from the SCCPC.

Year	Amount

Explain the impact, if any, of the JRJ Grant Program on your continuation as prosecutor/public defender in South Carolina:



PART 2. EMPLOYMENT VERIFICATION

2020 JOHN R. JUSTICE STUDENT LOAN REPAYMENT PROGRAM

The following Employment Verification must be completed by applicant and applicant's employer for submission with applicant's completed application.

Last Name		First Name	Middle Initial:
Last Four Social:	Address:		
City:	State:	ZIP Code:	

I authorize my employer or future employer to provide the employment information requested by the South Carolina Commission on Prosecution Coordination (SCCPC) for the JRJSLRP.

Applicant Signature

Date

The above-named employee or recruited employee has applied for benefits with the South Carolina Commission on Prosecution Coordination (SCCPC) for the John R. Justice Student Loan Repayment Program (JRJSLRP).

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

Employment Descriptions. The applicant is currently employed or has accepted an employment offer as: (check one)

- A full-time employee** of the state of South Carolina or unit of local government (including tribal government) who prosecutes criminal or juvenile delinquency cases at the state or unit of local government level.
- A full-time employee** of the state of South Carolina or unit of local government (including tribal government) who provides legal representation to indigent persons in criminal or juvenile delinquency cases.
- A full-time employee** of a nonprofit organization operating under a contract with South Carolina 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 cases.
- Employed** in South Carolina as a full-time federal defender attorney in a defender organization pursuant to Subsection (g) of section 3006A of Title 18, United States Code, that provides legal representation to indigent persons in criminal or juvenile delinquency cases.
- None** of the above.

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

Signature of Authorized Official

Date

Print Name

Title

Area Code/Telephone Number

E-mail

PART 3. LOAN VERIFICATION

2020 JOHN R. JUSTICE STUDENT LOAN REPAYMENT PROGRAM

SECTION A:

Last four #s of SSN: xxx-xx-

In addition to this document the applicant must submit a recent account statement for each eligible educational loan that contains the information listed below. If the account does not contain all the required information, the applicant may write it on the account statement.

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

Complete the release below for each eligible loan listed on page 1 to give permission to the South Carolina Commission on Prosecution Coordination (SCCPC) to obtain additional information for the John R. Justice Student Loan Repayment Program (JRJSLRP), if needed.

The award is paid directly from SCCPC to the lender to reduce the outstanding principal of the loan.

Release
(to be completed by applicant)



SCCPC
South Carolina Commission
on Prosecution Coordination

Account Number: _____ Date of Birth: _____

Last Name: _____ First Name: _____ MI: _____

Permanent Mailing Address: _____

City: _____ State: _____ ZIP Code: _____

I authorize my Holder/Servicer, _____ and all subsequent Holder/Services of my loans, to provide the loan information requested by the South Carolina Commission on Prosecution Coordination for the JRJSLRP.

Applicant Signature _____

Date _____

PART 4. SERVICE AGREEMENT I

JOHNR. JUSTICE STUDENT LOAN REPAYMENT PROGRAM

The following Service Agreement I is for first-time JRJSLRP applicants.

NAME: _____

In consideration of the student loan repayment incentive for which I may qualify 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 the State of South Carolina (“State”) or unit of local government therein who—

- (A) is continually licensed to practice law; and
- (B) prosecutes criminal or juvenile delinquency cases in the State of South Carolina or unit of local government level therein (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 South Carolina 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 the State of South Carolina or unit of local government therein, 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 South Carolina Commission on Prosecution Commission 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 South Carolina Commission on Prosecution Coordination, 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 South Carolina Commission on Prosecution Coordination, 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 South Carolina Commission on Prosecution Coordination, 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.

The Bureau of Justice Assistance does not provide legal advice on possible tax obligations resulting from receipt of JRJSLRP benefits. The following is provided for informational purposes only. Beneficiaries of JRJSLRP 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.

BJA has provided 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. This information is available 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 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 Loan Repayment program. The information also may be disclosed outside the Department, as permitted by the Privacy Act and Freedom of Information Act, South Carolina 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 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 I.

Signature

Date



PART 5. SERVICE AGREEMENT II

JOHN R. JUSTICE STUDENT LOAN REPAYMENT PROGRAM

The following Service Agreement II should be completed by prior JRJSLRP beneficiaries who have fulfilled an initial three-year service obligation, and have received a new award, notwithstanding a break in reapplication and award. This Service Agreement II contains the commitment to a 1 year of service obligation.

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

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 of South Carolina or unit of local government therein (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 the State of South Carolina or unit of local government therein 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) full-time employee of a nonprofit organization operating under contract with the State of South Carolina or unit of local government therein, 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 South Carolina Commission on Prosecution Coordination, 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 South Carolina Commission on Prosecution Coordination, 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 South Carolina Commission on Prosecution Coordination, 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 South Carolina Commission on Prosecution Coordination, 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.

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 tax obligations and should consult with their tax advisors for advice on any tax obligations resulting from benefits paid on their behalf.

BJA has provided 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. This information is available 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 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.

(Signature Block on Following Page)

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

SIGNATURE

DATE



PART 6. SERVICE AGREEMENT III

ACKNOWLEDGMENT OF BENEFIT

JOHN R. JUSTICE STUDENT LOAN REPAYMENT PROGRAM

This Service Agreement III is for individuals who are still within the three-year service obligation from their initial award of a prior year and thus have not yet fulfilled the initial three-year obligation. This Service Agreement III reaffirms and re-acknowledges the beneficiary/recipient's obligations to fulfill the original three-year (36 month) commitment and does not add additional years to the three-year obligation currently being served. Upon fulfilling his/her initial three-year service obligation, the JRJSLRP beneficiary may exit the program or, if selected to receive additional JRJSLRP benefits, should execute JRJSLRP- Service Agreement II.

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 JRJSLRP benefits. The following is provided for informational purposes only. Beneficiaries of JRJSLRP 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.

BJA has provided 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. This information is available at: www.bja.gov/ProgramDetails.aspx?Program_ID=65.

SIGNATURE

DATE

APPENDIX A

PROGRAM INFORMATION

I. Program Overview

- i. The John R. Justice (JRJ) Student Loan Repayment Program is administered in accordance with the Congressionally enacted John R. Justice Prosecutors and Defenders Incentive Act, codified at 42 U.S.C. §3797cc-21 and named for the late John Reid Justice of South Carolina. The purpose of the program is to encourage qualified individuals to enter into employment and remain employed as prosecutors and public defenders. The JRJSLRP is a federal program that provides for the repayment of eligible educational loans on behalf of selected state and federal prosecutors and public defenders. Annual payment amounts are dependent on the availability of federal funds for that year. Under the JRJSLRP, an eligible attorney may receive a maximum lifetime total of \$60,000 or the current total of their eligible student loan debt, whichever is less. JRJ applicants may, in some cases, also be eligible for a Public Service Loan Forgiveness Program. The JRJ will be used to supplement the Public Service Loan Forgiveness Program. Learn more about Public Service Loan Forgiveness Program here: <https://studentaid.gov/manage-loans/forgiveness-cancellation/public-service>.

II. Eligible Beneficiaries:

A qualified applicant must be an attorney continually licensed to practice law in South Carolina, be a member in good standing with the South Carolina Bar, and shall:

- i. Be one of the following:
 - (1) be a full-time employee of the State of South Carolina or unit of local government (including tribal government) who prosecutes criminal or juvenile delinquency cases at the state or unit of local government level, including supervision, education, or training of other persons prosecuting such cases. Prosecutors who are employees of the federal government are not eligible; OR
 - (2) be a full-time employee of the State of South Carolina or unit of local government (including tribal government) who provides legal representation to indigent persons in criminal or juvenile delinquency cases including supervision, education, or training of other persons providing such representation; OR
 - (3) be employed in South Carolina 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;
- ii. AND
 - (1) have an outstanding balance on a “qualifying educational loan”; and
 - (2) not be in default on repayment of any federal student loans; and
 - (3) make a commitment to a three-year service agreement each time benefits are received.
- iii. The amount for each recipient shall not exceed a maximum annual award of \$10,000, up to a maximum lifetime award of \$60,000. The annual amount may be reduced in order to make more loan repayment assistance awards when funding is insufficient to honor all applicants. Proceeds will be remitted directly to the holder of the loans to be repaid.

Attorneys who are in private practice, even if individually or part of a firm that is under contract with the State of South Carolina, or court appointed to provide public defense services do not qualify as public defenders and are not considered to be qualified applicants.

III. Eligible Educational Loans Include:

- (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).

IV. Equal Allocation to Prosecutors and Public Defenders:

South Carolina has received federal funds in the amount of \$40,385.00 for awards to prosecutors and public defenders who meet the criteria of eligible beneficiary. The aggregate dollar value will be divided equally between the two groups, prosecutors and public defenders, with each group receiving \$20,192.50 to allocate for eligible awards. **Selection of Recipients**

- (1) JRJSLRP awards are made to eligible South Carolina-licensed attorneys.
- (2) The South Carolina Commission on Prosecution Coordination shall select recipients based on eligibility set forth above and pursuant to statute. Recipients will be selected from those who have timely submitted a complete application and appropriate Service Agreement.
- (3) Priority consideration will be given to those eligible beneficiaries who have the least ability to repay their loans and those who have received the JRJSLRP benefits in the prior fiscal year.
- (4) The total number of awards made to qualified applicants in a given fiscal year is contingent upon available funding. If funding is insufficient to make awards to all eligible applicants, first preference is given to renewal applicants.
- (5) JRJSLRP awards will be granted to eligible attorneys evidencing the greatest financial need. This will be determined by evaluating the applicant's income to the applicant's student loan debt.
- (6) In the event that not enough applicants apply for the program (so that there is funding left over from the allocation made for prosecutors/defenders after all applicants have received awards), then the remaining dollars will be awarded to the highest-ranked individuals (ensuring the prosecutor/defender allocated funds remain in balance) who have not been funded.

V. Qualifying for the Award:

Each applicant must provide his "Adjusted Gross Income" from his/her Fed 1040. **If applicant's Adjusted Gross Income is equal to or greater than \$90,000, the applicant is not considered for the program.** If the amount is less than \$90,000, then the applicant must provide the "Modified Adjusted Gross Income," which accounts for dependents, from Fed 1040. Additionally, an applicant must provide the balances of all eligible outstanding loans.

VI. Award Notification and Distribution:

Award Notification Eligible applicants will be notified by email if they are selected to receive a JRJSLRP award and may be required to affirm acceptance of their award.

Proceeds will be remitted directly to the holder of the loans to be repaid. **Applicants must notify the SCCPC if a loan servicer has changed between the time of submission of application and distribution of awards.** Payments will only be distributed after the SCCPC receives final confirmation of approval of applicants and funding; please see Part IX "Application Process" below.

VIII. Income Reporting:

The award to individuals may be considered income. Please contact your tax advisor to determine whether your award is taxable.

IX. Application Process:

October 12, 2020: Application Enrollment Period Commences.

November 16, 2020: Final deadline for applications to be electronically received by the South Carolina Commission on Prosecution Coordination (SCCPC). A hard copy must also be mailed to the SCCPC, postmarked by November 16, 2020.

E-Mail: asancho-baker@cpc.sc.gov

U.S. Mail: SC Commission on Prosecution Coordination
Attn: Andrea C. Sancho-Baker
Post Office Box 11561
Columbia, South Carolina 29211-1561

NOTE: DATES ARE SUBJECT TO CHANGE. ISSUANCE OF AWARD IS DEPENDENT UPON MANY FACTORS, INCLUDING BUT NOT LIMITED TO FEDERAL GOVERNMENT APPROVAL OF EACH APPLICANT AND FEDERAL GOVERNMENT TIMELINES. ALL PAYMENTS ARE CONTINGENT ON FUNDING BY THE FEDERAL GOVERNMENT; THEREFORE, ANY CHANGE IN PROGRAM FUNDING COULD NECESSITATE A CHANGE IN THE AMOUNT AWARDED TO ELIGIBLE APPLICANTS FOR PAYMENTS MADE ON OUTSTANDING EDUCATIONAL LOANS.

X. Application Processing and Service Agreements

All applicants must complete an application and Service Agreement and must provide documentation of the applicant's eligible educational loan debt obligations. By signing the application, the applicant is agreeing that he or she has read, understood, acknowledged and accepted the requirements and provisions of the program. By signing the applicable Service Agreement, the applicant is acknowledging the program requires that he or she remain employed as an eligible prosecutor or public defender for the term described therein in exchange for repayment benefits. The benefit shall be in the form of a loan that must be repaid if the service commitment is not fulfilled. **Please note that service as a prosecutor or public defender prior to receiving an award will not count towards the service commitment. The service commitment starts once the award is given.**

This project is supported by Grant No. 2019-RJ-BX-0016 awarded 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 of 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

**CHANGES: Legal Name/Address;
 Employment Information; and
 Loan Information.**

A change in legal name or address, employer or supervisor information, or loan information will require the recipient to notify, within ten (10) days of the change, the South Carolina Commission on Prosecution Coordination, asancho-baker@cpc.sc.gov.

APPENDIX C

REPAYMENT OF FUNDS

In the event the recipient voluntarily leaves a position as an eligible beneficiary, or in the event of involuntary separation for misconduct or unacceptable performance before completing the agreed upon period of service, the recipient will be indebted to the federal government and must reimburse for the full amount of any student loan repayments made under this solicitation, and prior solicitations as applicable. The return of funds will not be determined on a pro-rata calculation.

Consistent with the terms of the JRJSLRP Service Agreement, JRJSLRP recipients are required to inform the South Carolina Commission on Prosecution Coordination of their separation from a qualified position of employment and the status of their repayment and will be responsible for contacting the DOJ for possible waiver of repayment.

Contact asancho-baker@cpc.sc.gov or 803-343-0765 for additional information regarding repayment of funds.



APPENDIX D

APPLICATION CHECKLIST

Application Deadline

The following completed documents must be scanned and submitted via email attachments to the Director of Business Services and Communications at the SCCPC, Andrea Sancho-Baker at asancho-baker@cpc.sc.gov electronically by 5:00 PM on Monday, November 16, 2020. The original of each document must also be submitted by U.S. mail, postmarked by 11/16/20.

E-Mail: asancho-baker@cpc.sc.gov

U.S. Mail: SC Commission on Prosecution Coordination
Attn: Andrea C. Sancho-Baker
Post Office Box 11561
Columbia, South Carolina 29211-1561

Please use the following checklist to verify your application is complete.

- Signed JRJ Student Loan Repayment Application;
- Documentation from each lender or servicer of each loan listed in your application;
- Signed JRJ Student Loan Repayment Employer Certification Form;
- Signed JRJ Student Loan Repayment Loan Verification;
- Signed JRJ Student Loan Repayment Application Service Agreement;
- NATIONAL STUDENT LOAN DATA SYSTEM (NSLDS): Submit verification of all eligible loans listed on the Application; you must provide NSLDS Loan History with Detail Loan Information for each loan. Access the NSLDS website at www.nsls.ed.gov and print screens detailing all applicable loan information.
- Student Loan Account Statement (most recent);
- Completed 2019 Federal Tax Return. If you were not required to file taxes, you must request verification of non-filing by calling the IRS at 1-800-829-1040



APPENDIX E

§3797cc–21. Grant authorization

(a) Purpose

The purpose of this section is to encourage qualified individuals to enter and continue employment as prosecutors and public defenders.

(b) Definitions

In this section:

(1) Prosecutor

The term “prosecutor” means 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).

(2) Public defender

The term “public defender” means 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 a contract with a State or unit of local government, who devotes substantially all of the employee's full-time employment to providing legal representation to indigent persons in criminal or juvenile delinquency cases (including supervision, education, or training of other persons providing such representation); or
 - (iii) employed as a full-time Federal defender attorney in a defender organization established pursuant to [subsection \(g\) of section 3006A of title 18](#) that provides legal representation to indigent persons in criminal or juvenile delinquency cases.

(3) Student loan

(A) In general

Except as provided in subparagraph (B), the term “student loan” means—

- (i) a loan made, insured, or guaranteed under part B of title IV of the Higher Education Act of 1965 (20 U.S.C. 1071 et seq.);
- (ii) a loan made under part D or E of title IV of the Higher Education Act of 1965 (20 U.S.C. 1087a et seq. and 1087aa et seq.); and
- (iii) a loan made under section 428C or 455(g) of the Higher Education Act of 1965 (20 U.S.C. 1078–3 and 1087e(g)).

(B) Exclusion of parent PLUS loans

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

- (i) 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).
- (ii) A Federal Direct PLUS Loan made to the parents of a dependent student.

(iii) A loan made under section 428C or 455(g) of the Higher Education Act of 1965 (20 U.S.C. 1078-3 and 1087e(g)) to the extent that such loan was used to repay a loan described in clause (i) or (ii).

(c) Program authorized

The Attorney General shall establish a program by which the Department of Justice shall assume the obligation to repay a student loan, by direct payments on behalf of a borrower to the holder of such loan, in accordance with subsection (d), for any borrower who—

- (1) is employed as a prosecutor or public defender; and
- (2) is not in default on a loan for which the borrower seeks forgiveness.

(d) Terms of agreement

(1) In general

To be eligible to receive repayment benefits under subsection (c), a borrower shall enter into a written agreement that specifies that—

- (A) the borrower will remain employed as a prosecutor or public defender for a required period of service of not less than three years, unless involuntarily separated from that employment;
- (B) if the borrower is involuntarily separated from employment on account of misconduct, or voluntarily separates from employment, before the end of the period specified in the agreement, the borrower will repay the Attorney General the amount of any benefits received by such employee under this section;
- (C) if the borrower is required to repay an amount to the Attorney General under subparagraph (B) and fails to repay such amount, a sum equal to that amount shall be recoverable by the Federal Government from the employee (or such employee's estate, if applicable) by such methods as are provided by law for the recovery of amounts owed to the Federal Government;
- (D) the Attorney General may waive, in whole or in part, a right of recovery under this subsection if it is shown that recovery would be against equity and good conscience or against the public interest; and
- (E) the Attorney General shall make student loan payments under this section for the period of the agreement, subject to the availability of appropriations.

(2) Repayments

(A) In general

Any amount repaid by, or recovered from, an individual or the estate of an individual under this subsection shall be credited to the appropriation account from which the amount involved was originally paid.

(B) Merger

Any amount credited under subparagraph (A) shall be merged with other sums in such account and shall be available for the same purposes and period, and subject to the same limitations, if any, as the sums with which the amount was merged.

(3) Limitations

(A) Student loan payment amount

Student loan repayments made by the Attorney General under this section shall be made subject to such terms, limitations, or conditions as may be mutually agreed upon by the borrower and the Attorney General in an agreement under paragraph (1), except that the amount paid by the Attorney General under this section shall not exceed—

- (i) \$10,000 for any borrower in any calendar year; or
- (ii) an aggregate total of \$60,000 in the case of any borrower.

(B) Beginning of payments

Nothing in this section shall authorize the Attorney General to pay any amount to reimburse a borrower for any repayments made by such borrower prior to the date on which the Attorney General entered into an agreement with the borrower under this subsection.

(e) Additional agreements

(1) In general

On completion of the required period of service under an agreement under subsection (d), the borrower and the Attorney General may, subject to paragraph (2), enter into an additional agreement in accordance with subsection (d).

(2) Term

An agreement entered into under paragraph (1) may require the borrower to remain employed as a prosecutor or public defender for less than three years.

(f) Award basis; priority

(1) Award basis

Subject to paragraph (2), the Attorney General shall provide repayment benefits under this section—

- (A) giving priority to borrowers who have the least ability to repay their loans, except that the Attorney General shall determine a fair allocation of repayment benefits among prosecutors and public defenders, and among employing entities nationwide; and
- (B) subject to the availability of appropriations.

(2) Priority

The Attorney General shall give priority in providing repayment benefits under this section in any fiscal year to a borrower who—

- (A) received repayment benefits under this section during the preceding fiscal year; and
- (B) has completed less than three years of the first required period of service specified for the borrower in an agreement entered into under subsection (d).

(g) Regulations

The Attorney General is authorized to issue such regulations as may be necessary to carry out the provisions of this section.

(h) Report by Inspector General

Not later than three years after August 14, 2008, the Inspector General of the Department of Justice shall submit to Congress a report on—

- (1) the cost of the program authorized under this section; and
- (2) the impact of such program on the hiring and retention of prosecutors and public defenders.

(i) GAO study

Not later than one year after August 14, 2008, the Comptroller General shall conduct a study of, and report to Congress on, the impact that law school accreditation requirements and other factors have on the costs of law school and student access to law school, including the impact of such requirements on racial and ethnic minorities.

(j) Authorization of appropriations

There are authorized to be appropriated to carry out this section \$25,000,000 for fiscal year 2009 and such sums as may be necessary for each of the five succeeding fiscal years.

(Pub. L. 90-351, title I, §3001, as added Pub. L. 110-315, title IX, §952, Aug. 14, 2008, 122 Stat. 3470.)

APPENDIX F.

The signature below affirms I have read, understood, and agree to adhere to the requirements, policies and procedures contained in the entire 2020 JRJSLRP application, to include Appendices A-D, and Appendix E containing the United States Code Sections applicable to the JRJSLRP, and all information and answers to questions herein are complete, true and accurate to the best of my knowledge and belief.

Signature: _____



SCCPC
South Carolina Commission
on Prosecution Coordination

Printed Name: _____

Date: _____, 2020