



# SCCPC

South Carolina Commission  
on Prosecution Coordination

## FALL 2022

### JOHN R. JUSTICE

## STUDENT LOAN REPAYMENT PROGRAM

## APPLICATION PACKET

DUE BY CLOSE OF BUSINESS WEDNESDAY, DECEMBER 21, 2022  
AS A PDF ATTACHMENT TO [asancho-baker@cpc.sc.gov](mailto:asancho-baker@cpc.sc.gov).

*This project is supported by Grant No. 2021-15PBJA-21-GG-00131-JRJX 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.*



## PART I. PROGRAM INFORMATION & APPLICATION INSTRUCTIONS

### I. ELIGIBLE BENEFICIARIES

To be considered a qualified applicant and eligible beneficiary of the JRJ Student Loan Repayment Program, the applicant must:

- a. be an attorney continually licensed to practice law in South Carolina and as of the date of application and if applicable, award, is practicing in South Carolina;
- b. not be in private practice, even if individually or part of a firm that is under contract with the State of South Carolina, or who are court appointed to provide public defense services;
- c. be a member in good standing with the South Carolina Bar;
- d. have an outstanding balance on an eligible student loan identified in Section II;
- e. agree to the term of service outlined in the relevant Service Agreement;
- f. not currently be in default on any student loan obligations;
- g. have an Adjusted Gross Income of \$90,000 or less if single or married filing jointly, and \$115,000 if married;
- h. have not received more than \$60,000.00 in lifetime John R. Justice Student Loan Repayment Program awards; and
- i. meet one of the following eligible employment requirements:
  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. ELIGIBLE EDUCATIONAL LOANS INCLUDE

- a. A loan made, insured, or guaranteed under part B of subchapter IV of chapter 28 of Title 20 (Federal Family Education Loan Program);
- b. 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); and
- c. A loan made under section 1078-3 or 1087e(g) of Title 20 (Federal consolidation loans and Federal Direct Consolidation loans, respectively).

### III. INELIGIBLE EDUCATIONAL LOANS INCLUDE

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

### IV. EQUAL ALLOCATION TO PROSECUTORS AND PUBLIC DEFENDERS

- a. South Carolina has received federal funds in the amount of \$41,474.00 for awards to prosecutors and public defenders who meet the criteria of eligible beneficiaries.
- b. The aggregate dollar value will be divided equally between the two groups, prosecutors and public defenders, with each group receiving \$20,737.00 to allocate for eligible awards.



## **V. SELECTION OF RECIPIENTS**

- a. The South Carolina Commission on Prosecution Coordination ("SCCPC") selects recipients for the JRJ Student Loan Repayment Program (hereinafter, "JRJ Recipient" or "Recipient") from those applicants who have submitted a timely and complete Application Packet, a correct Service Agreement, and who meet the eligibility requirements in Sections I above.
- b. Priority consideration will be given to eligible selected applicants with the least ability to repay their loans, and to prior recipients in the second and third years of the initial 3-year Service Agreement term. The South Carolina Commission on Prosecution Coordination will consider additional factors including those impacting an applicant's ability to repay their loans such as the applicant's amount of total student loan debt and Adjusted Gross Income.
- c. The total number of awards made for qualified applicants in a given fiscal year is contingent upon available funding.

## **VI. AWARD PAYMENT**

- a. THE DATE OF ISSUANCE OF THE AWARD IS DEPENDENT UPON MANY FACTORS, INCLUDING BUT NOT LIMITED TO FEDERAL GOVERNMENT TIMELINES AND FEDERAL GOVERNMENT APPROVAL OF EACH SELECTED JRJ RECIPIENT.
- b. The award amounts will not be determined until the application period has closed, all applications have been reviewed, and JRJ Recipients have been selected.
- c. The amount for each JRJ Recipient shall not exceed a maximum annual award of \$10,000, and up to a maximum lifetime award of \$60,000.
- d. JRJ Recipients will be notified by the South Carolina Commission on Prosecution Coordination of their award, and selected JRJ Recipients must submit written approval of the award to receive the award. Once JRJ Recipients submit written approval of the award to the SCCPC, the
- e. Award proceeds are remitted by the South Carolina Commission on Prosecution Coordination directly to the JRJ Recipient's loan servicer that the Recipient indicated on their application.
- f. All award 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.
- g. The U.S. Department of Justice, HESC, DCJS and the State of South Carolina are not responsible for any late fees or penalties assessed by your lending institution. You must continue to make your own, regularly scheduled monthly payments.

## **VII. REQUIREMENTS OF JRJ AWARD RECIPIENTS**

- a. If an applicant is selected for an award and accepts and receives the award, requirements to which the JRJ Recipient must agree will depend on whether they are a first-year recipient, a second- or third-year Recipient of a prior commitment, or a Recipient who has completed the three-year service term of employment. Each applicant and JRJ Recipient should carefully review the relevant Service Agreement.
- b. If a JRJ Recipient has not completed their three-year term of service and must leave their eligible employment, they must comply with the steps outlined in Section VII.
- c. A change in legal name or address, employer or supervisor information, or loan information will require the Recipient to notify the South Carolina Commission on Prosecution Coordination within ten (10) days of the change. Notification should be sent to [asancho-baker@cpc.sc.gov](mailto:asancho-baker@cpc.sc.gov).

## **VIII. SEPARATION FROM ELIGIBLE EMPLOYMENT AND REPAYMENT OF FUNDS**

- a. As soon as a JRJ Recipient is aware of separation from eligible employment, they must inform the South Carolina Commission on Prosecution Coordination. Consistent with the terms of the JRJ Service Agreement, in the event a JRJ Recipient leaves a position as an eligible beneficiary, whether voluntarily or involuntarily for misconduct or unacceptable performance prior to completion of the agreed upon period of service, the recipient will be indebted to and must reimburse the federal government for the full amount of any awards received under this solicitation and any prior solicitations under which the JRJ Recipient is still serving under a Service Agreement.
- b. A JRJ Recipient who is separating from their qualified employment must send payment in the total amount of the JRJ Student Loan Repayment benefits that have been made on their behalf as a JRJ Recipient to the Office of Justice Programs (OJP) Office of the Chief Financial Officer (OCFO). The mailing of the payment must include:
  - i. a notation of the applicable Grant Number from which the funds derived;
  - ii. the amount from the grant; and
  - iii. a note stapled to the check with the award number(s) and amount(s) awarded from the award for which they were unable to meet their term obligations



This communication should be mailed to the following address:

U.S. Department of Justice, Office of Justice Programs  
Office of the Chief Financial Officer (Attn: Accounting Control Branch)  
810 Seventh Street, N.W.  
Washington, DC 20531

- c. JRJ RECIPIENTS ARE STRONGLY ENCOURAGED TO CONTACT THE UNITED STATES DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE PROGRAMS OFFICE OF THE CHIEF FINANCIAL OFFICER ACCOUNTING CONTROL BRANCH TO CONFIRM THE MAILING ADDRESS PRIOR TO MAILING REPAYMENT.
- d. JRJ Recipients seeking a waiver of repayment obligations by the United States Attorney General should contact the Bureau of Justice Assistance and the United States Department of Justice for more information.
- e. JRJ Recipients may also contact the South Carolina Commission on Prosecution Coordination ([asancho-baker@cpc.sc.gov](mailto:asancho-baker@cpc.sc.gov)) for additional information regarding repayment of funds.

**IX. POTENTIAL IMPACT(S) OF AWARD:**

- a. THE JRJ AWARD MAY BE CONSIDERED INCOME. PLEASE CONTACT THE IRS OR YOUR TAX ADVISOR TO DETERMINE WHETHER YOUR AWARD IS TAXABLE.
- b. RECEIPT OF THE JRJ STUDENT LOAN REPAYMENT PROGRAM AWARD MAY IMPACT ELIGIBILITY UNDER OTHER STUDENT LOAN FORGIVENESS PROGRAMS; APPLICANTS AND RECIPIENTS ARE STRONGLY ENCOURAGED TO CONTACT ANY RELEVANT STUDENT LOAN FORGIVENESS PROGRAMS TO VERIFY.

**X. APPLICATION INSTRUCTIONS:**

- a. Completed Application Packets must be submitted via email as a single PDF attachment to [asancho-baker@cpc.sc.gov](mailto:asancho-baker@cpc.sc.gov) by Close of Business Wednesday, December 21, 2022.
- b. To be considered complete, Application Packets must contain all completed items listed in the Application Packet and set forth below:
  - 1. All required forms filled and executed in all areas where either a signature or initial is required;
  - 2. Employment Verification Form
  - 3. Loan Verification Form
  - 4. Correct executed Service Agreement
    - i. **Appendix A Service Agreement:** For First-time Applicants.
      - 1. By signing the Service Agreement, the applicant is acknowledging the program requires that he or she remain employed as an eligible prosecutor for the term described therein.
    - ii. **Appendix B Acknowledgment of Benefit:** For applicants who are prior recipients and have not yet completed the original three-year term of service.
      - 1. The Acknowledgment of Benefit states that additional JRJ Student Loan Repayment Program award payments are being made on the applicant's behalf. The benefit of the award is in the form of a loan that must be repaid if the service commitment is not fulfilled.
    - iii. **Appendix C Service Agreement for a Secondary Term of Service:** For applicants who are prior recipients and have completed their original three-year term of service.
      - 1. The Service Agreement for a Secondary Term of Service requires the applicant to complete one additional year of service as an eligible prosecutor or public defender in exchange for repayment benefits.
  - 5. Loan Verification
  - 6. National Student Loan Data System (NSLDS) loan history
  - 7. IRS Federal Form 1040
  - 8. Bureau of Justice Assistance Survey



## PART II. BUREAU OF JUSTICE ASSISTANCE SURVEY

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

As administrator of the John R. Justice Student Loan Repayment Program for the State of South Carolina, the South Carolina Commission on Prosecution Coordination (SCCPC) must evaluate the impact of the John R. Justice Student Loan Repayment Program on the recruitment and retention of prosecutors and public defenders in South Carolina. Your responses to the survey below will assist the SCCPC in this process.

Please complete the following survey.

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

Date: \_\_\_\_\_

Did the John R. Justice Student Loan Repayment Program influence your decision to apply for a government position?

Yes                   No

Did the John R. Justice Student Loan Repayment Program influence your decision to remain employed with a government agency as a prosecutor or public defender?

Yes                   No

Comments:



### PART III. APPLICATION

BEFORE SUBMITTING THE APPLICATION, CAREFULLY READ THE ENTIRE APPLICATION PACKET, to include PART I Program Information and Instructions, and the appropriate Service Agreement you must sign. The application and all required documents must be submitted via email as a single PDF attachment to [asancho-baker@cpc.sc.gov](mailto:asancho-baker@cpc.sc.gov) by Close of Business, Wednesday, December 21, 2022.

Please note that your complete social security number is not currently required for this application, though the SCCPC may request you provide your social security number to complete the process of award processing with your lender. Please see the Privacy Act Notification in the Service Agreements presented herein.

#### APPLICANT INFORMATION

Last Name		First Name		MI
Permanent Home Address			Date of Birth	
City		State	ZIP Code	
Adjusted Gross Income (AGI) from Fed 1040	Cell: ( ) - - - -		Work: ( ) - - - -	
Work e-mail address:				

#### STUDENT LOAN DETAILS

Please list below the requested information for each eligible loan as of the date of this application. If you are including a consolidated loan(s), please refer to the Eligible and Non-Eligible Loans section of Program Information for further information.

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
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National Student Loan Data System (NSLDS) loan history with detailed loan information and a current account statement for each loan must be provided. (Note: the award is paid directly to the lender to reduce the outstanding principal of the loan.)

LOAN TYPE(S) (e.g., Stafford, Perkins)	LOAN SERVICER NAME	LOAN SERVICER ADDRESS	ACCOUNT NUMBER	MONTHLY PAYMENT	OUTSTANDING PRINCIPAL BALANCE
TOTAL Monthly Payment(s):		TOTAL Outstanding Principal Balance:			

\_\_\_\_\_  
 Initial & Date



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 JRSLRP 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, 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: \_\_\_\_\_

### PRIOR AWARDS

Are you a prior recipient of the John R. Justice Student Loan Repayment Program?  YES  NO

If yes, please List all prior awards you have received through the John R. Justice Student Loan Repayment Program:

Year: \_\_\_\_\_ Amount: \_\_\_\_\_

Year: \_\_\_\_\_ Amount: \_\_\_\_\_

Year: \_\_\_\_\_ Amount: \_\_\_\_\_

Year: \_\_\_\_\_ Amount: \_\_\_\_\_

Year: \_\_\_\_\_ Amount: \_\_\_\_\_

Year: \_\_\_\_\_ Amount: \_\_\_\_\_

Initial & Date



### PART IV. EMPLOYMENT VERIFICATION & RELEASE

RELEASE (to be completed by applicant)		
Last Name	First Name	MI
Address		
City	State	ZIP Code
<p>I authorize my employer or future employer to provide the employment information requested by the South Carolina Commission on Prosecution Coordination for the John R. Justice Student Loan Repayment Program.</p> <p><b>APPLICANT SIGNATURE:</b> _____</p> <p><b>DATE:</b> _____</p>		
EMPLOYMENT (to be completed by employer)		
<p>The above-named employee or recruited employee has applied for benefits with the South Carolina Commission on Prosecution Coordination for the John R. Justice Student Loan Repayment Program. Please complete the following section and return this form to the applicant. <b>To be eligible, the employee must fall into one of the employment descriptions below.</b></p>		
Job Title of Employee	Date of Hire	
Name of Employer/Organization	Current Annual Salary	
Office Location of Employee Address		
City	State	ZIP Code
<p>The applicant is currently or has accepted an employment offer as: (check one)</p> <p><input type="checkbox"/> <b>A full-time employee</b> 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.</p> <p><input type="checkbox"/> <b>A full-time employee</b> 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.</p> <p><input type="checkbox"/> <b>A full-time employee</b> 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.</p> <p><input type="checkbox"/> <b>Employed</b> 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.</p> <p><input type="checkbox"/> <b>None</b> of the above.</p>		
<p>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 definition of prosecutor or public defender.</p>		
SIGNATURE OF AUTHORIZED OFFICIAL		
Print Name	Date	Title
Telephone	Email	

\_\_\_\_\_  
 Initial & Date





PART V. LOAN VERIFICATION

LOAN VERIFICATION & RELEASE

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.

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

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

The award is paid directly to the lender to reduce the outstanding principal of the loan. Applicant is responsible for continuing to make all scheduled payments.

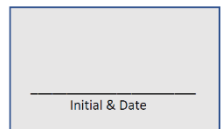
Release (to be completed by applicant)

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 VI. APPLICANT CERTIFICATION

### APPLICANT CERTIFICATION

I understand that an Application Packet will not be considered complete until all the following documents are submitted:

1. **Application:** Complete and signed in all relevant locations throughout the Application Packet.
2. **Proof of Employment:** Complete the top portion of the Employment Verification form and have your employer completely fill out the lower portion.
3. **Proof of Loans:** Complete the Loan Verification & Release form.
4. **National Student Loan Data System (NSLDS):** Loan History with Detailed Loan Information for each loan. Access the NSLDS website at [www.nsls.ed.gov](http://www.nsls.ed.gov).
5. **Tax Return:** Photocopy of your (and your spouse's) signed most recent Federal Income Tax Return to include IRS Form 1040. If you were not required to file taxes, you must request verification of non-filing by calling the IRS.
6. **Signed Service Agreement.**

By signing below, I certify all the information contained in this application is true and accurate. I understand that providing any false or misleading information will be grounds for immediate disqualification from the program. I certify I have read and understand the eligibility requirements of the program and am aware that completion of this application does not guarantee receipt of funding. I understand if I am chosen to receive funding, I may be asked for additional information and will comply accordingly. I certify I am not currently in default on any student loan account. I understand if I am chosen to receive funding from the repayment program, such proceeds are considered reportable for income tax purposes. I understand it is my responsibility to notify South Carolina Commission on Prosecution Coordination immediately at any time I fail to continue to meet any of the original eligibility requirements referenced in Part I of this application and detailed in the relevant JRJ Service Agreement. By signing, I also give permission to South Carolina Commission on Prosecution Coordination to collect and confirm any additional information with my lender/servicer, employer and personnel from the U.S. Dept. of Justice, Office of Justice Programs and/or Bureau of Justice Assistance.

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
DATE

\_\_\_\_\_  
APPLICANT SIGNATURE

### APPLICATION DEADLINE AND CONTACT INFORMATION

Applicant must submit the Completed Application Packet via email as a single PDF attachment to [asancho-baker@cpc.sc.gov](mailto:asancho-baker@cpc.sc.gov) by **Close of Business Wednesday, December 21, 2022.**

For more information, visit <https://scprosecutors.com/what-we-do/loan-forgiveness/>.

If you have any questions, please email Andrea Sancho-Baker at: [asancho-baker@cpc.sc.gov](mailto:asancho-baker@cpc.sc.gov).



# Appendix A.

## SERVICE AGREEMENT

### FALL 2022 JOHN R. JUSTICE STUDENT LOAN REPAYMENT PROGRAM

*This Service Agreement is for first-time applicants who have never previously applied for and received a John R. Justice Student Loan Repayment Program award.*

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

_____ Initial & Date
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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):
  - A. A loan made, insured, or guaranteed under part B of subchapter IV of chapter 28 of Title 20;
  - B. A loan made under part C or D of subchapter IV of chapter 28 of Title 20; and
  - C. 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:

- A. A loan made to the parents of a dependent student under section 1078-2 of Title 20.
  - B. A Federal Direct PLUS Loan made to the parents of a dependent student.
  - C. 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.
    - a. *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 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.*
    - b. *As a courtesy to JRJSLRP beneficiaries and state administering agencies, BJA has requested information from the Internal Revenue Service (IRS) that may be helpful to beneficiaries and JRJSLRP administering agencies (SAAs) in*



c. *determining tax consequences of JRJSLRP benefits. The IRS provided a response to that request and a copy of both the inquiry and response are available on our web site at [www.bja.gov/ProgramDetails.aspx?Program\\_ID=65](http://www.bja.gov/ProgramDetails.aspx?Program_ID=65).*

- 11. I understand that, by law, repayment benefits made on my behalf cannot exceed \$10,000 in any calendar year or an aggregate total of \$60,000. This limitation should not, under any circumstances, be construed as an obligation of said benefits. This agreement may be modified by the parties, subject to the limitations of 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.

\_\_\_\_\_  
APPLICANT SIGNATURE

\_\_\_\_\_  
DATE

_____ Initial & Date
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## Appendix B.

### SERVICE AGREEMENT- ACKNOWLEDGMENT OF BENEFIT

#### FALL 2022 JOHN R. JUSTICE STUDENT LOAN REPAYMENT PROGRAM

*This Service Agreement is for Applicants who have received a JRJ Student Loan Repayment Program award and are in year two or three of the original three-year term of service.*

NAME: \_\_\_\_\_

Last four #s of SSN: xxx-xx-\_\_\_\_\_

I, \_\_\_\_\_, hereby acknowledge the following:

1. I have personally executed a John R. Justice Student Loan Repayment Program 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 original John R. Justice Student Loan Repayment Program 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.***

*As a courtesy to John R. Justice Student Loan Repayment Program beneficiaries and state administering agencies, BJA has requested information from the Internal Revenue Service (IRS) that may be helpful to beneficiaries and JRJSLRP administering agencies (SAAs) in determining tax consequences of JRJSLRP benefits. The IRS provided a response to that request and a copy of both the inquiry and response are available on our web site at [www.bja.gov/ProgramDetails.aspx?Program\\_ID=65](http://www.bja.gov/ProgramDetails.aspx?Program_ID=65).*

\_\_\_\_\_  
APPLICANT SIGNATURE

\_\_\_\_\_  
DATE

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_____ Initial & Date
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# Appendix C.

## SERVICE AGREEMENT- SECONDARY TERM OF SERVICE

### FALL 2022 JOHN R. JUSTICE STUDENT LOAN REPAYMENT PROGRAM

*This Service Agreement is for Applicants who are prior JRJ Student Loan Repayment Program Recipients, have completed all three years of the original Service Agreement, and now must agree to one additional year of service.*

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.

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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.
4. 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.
  5. 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.
  6. 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.
  7. 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).
  8. 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.
  9. 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.
  10. 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.
  11. 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 and a copy of both the inquiry and response are available on our [website at: www.bja.gov/ProgramDetails.aspx?Program\\_ID=65](http://www.bja.gov/ProgramDetails.aspx?Program_ID=65).*

12. 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.
13. 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.

- 14. This agreement is null and void if I am not selected for JRJSLRP in the year I sign and date this agreement.
- 15. 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 the Service Agreement.

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

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

_____ Initial & Date
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