

South Carolina Commission on Prosecution Coordination

P.O. Box 11561
Columbia, SC 29211-1561
(803) 343-0765
E-mail: edubois@cpc.sc.gov

2018-19 JOHN R. JUSTICE STUDENT LOAN REPAYMENT PROGRAM (JRJSLRP) APPLICATION AND SERVICE AGREEMENT PACKET

PART 1. APPLICATION Complete Application Documents Due by June 28, 2019

BEFORE SUBMITTING THE APPLICATION, CAREFULLY READ THE ENTIRE APPLICATION PACKET, TO INCLUDE PARTS 1-6, AND APPENDICES A-D. For your convenience, an "Application Checklist" is provided in Appendix D to identify documents required to complete your application. The application will not be considered complete without the following documents: Application, Employment Verification, Eligible Loan Verification, 2018 Tax Return that was filed in 2019, National Student Loan Data System (NSLDS) Loan History with Detailed Loan Information for each loan and current account statement, and appropriate Service Agreement found on pages 5-11 of this Application and Service Agreement Packet. Please note that the applicant must submit the appropriate Service Agreement to be considered for benefits through the JRJSLRP. **The South Carolina Commission on Prosecution Coordination will only accept an Application and Service Agreement with an original ink signature and date. Facsimile or emailed copies will not be accepted.** *The application and all required documents (See Checklist, Appendix D) must be hand-delivered or mailed to: South Carolina Commission on Prosecution Coordination, P.O. Box 11561, Columbia, SC 29211-1561; via hand-delivery 1200 Senate Street, Suite B-03, Wade Hampton Building, Columbia, SC 29201.*

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.

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, Line 7 (2018 Form)		Calculated Deductions from Fed 1040 (2018 Form)		

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. ***Any award will be applied to the first loan listed below.***

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.)

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

Part 1. Application

Applicant's Initials: _____ Date: _____

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2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

TOTAL Monthly Payment(s):	TOTAL Outstanding Principal Balance:
----------------------------------	---------------------------------------------

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 _____

Part 1. Application

Applicant's Initials: _____ **Date:** _____

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PART 2. EMPLOYMENT VERIFICATION

2018-19 JOHN R. JUSTICE STUDENT LOAN REPAYMENT PROGRAM

SECTION A: RELEASE (to be completed by applicant)		
Last four #'s of SSN: xxx-xx-		
Last Name	First Name	MI
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
---------------------	------

SECTION B: EMPLOYMENT (to be completed by employer)			
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). Please complete the following section and return this form to the applicant. To be eligible, the employee must fall into one of the employment descriptions below.			
Job Title of Employee: _____		Date of Hire: _____	
Name of Employer/Organization: _____		Current Annual Salary: _____	
Office Location of Employee	Address		
	City	State	ZIP Code

The applicant is currently 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) eligibility definition of prosecutor or public defender.

Signature of Authorized Official	Date
Print Name	Title
Area Code/Telephone Number	E-mail

This project is supported by Grant No. 2018-RJ-BX-0038 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

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PART 3. LOAN VERIFICATION

2018-19 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/Service
- Payment Address of Holder/Service
- Area Code / Phone Number of Holder/Service
- 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 to obtain additional information for the John R. Justice Student Loan Repayment Program (JRJSLRP), if needed.

(Note that the award is paid directly to the lender to reduce the outstanding principal of the loan.)

Release (to be completed by applicant)

(Print Legibly)

Account Number: _____ Date of Birth: _____

Last Name: _____ First Name: _____ MI: _____

Permanent Mailing Address: _____

City: _____ State: _____ ZIP Code: _____

I authorize my Holder/Service, _____ 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

JOHNR.JUSTICESTUDENTLOAN REPAYMENT PROGRAM

The following Service Agreement should be used only in cases wherein a JRJ applicant is applying to participate for the first time.

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.

South Carolina Commission on Prosecution Coordination

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- (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.

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 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.
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

Part 4. Service Agreement

Applicant's Initials: _____ Date: _____

South Carolina Commission on Prosecution Coordination

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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.

Signature

Date

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PART 5. SERVICE AGREEMENT-SECONDARY TERM OF SERVICE

JOHN R. JUSTICE STUDENT LOAN REPAYMENT PROGRAM

The following Service Agreement should be used only in cases wherein a previously selected JRJ beneficiary has fulfilled his/her initial 3-year service obligation, has been selected again by the South Carolina Commission on Prosecution Coordination to receive additional JRJ benefits and has agreed to commit to an additional 1 year of service obligation in exchange for those additional benefits.

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.

Part 5. Service Agreement-Secondary Term of Service

Applicant's Initials: _____ Date: _____

South Carolina Commission on Prosecution Coordination

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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, 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).

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

Part 5. Service Agreement-Secondary Term of Service

Applicant's Initials: _____ Date: _____

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considered ineligible to participate in the program.

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

SIGNATURE

DATE

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PART 6. SERVICE AGREEMENT- ACKNOWLEDGMENT OF BENEFIT

JOHN R. JUSTICE STUDENT LOAN REPAYMENT PROGRAM

Second- and third-year beneficiaries who have not yet fulfilled his/her initial three-year service obligation, but remain eligible for JRJSLRP benefits will be asked to review and sign the "John R. Justice Student Loan Repayment Program (JRJSLRP) Service Agreement- Acknowledgment of Benefit," which reaffirms and re-acknowledges the beneficiary/recipient's obligations to fulfill the original three-year (36 month) commitment. 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- Secondary Term of Service document (see Part 5 above).

NAME: _____

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

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.

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 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.

SIGNATURE

DATE

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APPENDIX A PROGRAM INFORMATION

I. 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. EITHER,

- (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.

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.

II. 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).

III. Equal Allocation to Prosecutors and Public Defenders:

South Carolina has received federal funds in the amount of for \$40,762.00 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 \$20,381.00 to allocate for eligible awards.

IV. Selection of Recipients

- (1) The South Carolina Commission on Prosecution Coordination in consultation with the JRJSLRP Advisory Committee shall select recipients from those who have submitted a complete application and Service Agreement with all required documentation.
- (2) In subsequent years, **priority consideration** will be given to eligible applicants who file renewal applications by the published due date and awards will be given according to the modified gross income formula to total outstanding loan amount formula.
- (3) In subsequent years the total number of payments made for 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.
- (4) Priority, in combination with the above criteria, is then given to those who file timely applications and are considered the least able to pay their student loans.
- (5) In the event that not enough applicants apply for the program (so that there is funding left over from the allocation made

South Carolina Commission on Prosecution Coordination

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for prosecutors/defenders after all applicants have received awards), then the remaining dollars would 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, 2018 line 7. **If Line 7 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 2018 Fed 1040. Additionally, an applicant must provide the balances of all eligible outstanding loans.

VI. Awards:

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.

Please be advised that 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.

VII. 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:

May 8, 2019: Enrollment period opens for submission of "completed" application.
June 28, 2019: Final deadline for applications to be received by the South Carolina Commission on Prosecution Coordination.

Mailing Address:

Post Office Box 11561
Columbia, South Carolina 29211

Hand-Delivery:

1200 Senate Street, Suite B-03
Columbia, South Carolina 29201

Telephone: (803) 343-0765

July 30, 2019 Approximate date of notification of eligibility.
August 30, 2019: Approximate date awards will be issued to lending institution of eligible participating attorneys with 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 Part 4. 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. Applicants who have previously completed a three-year term of service **must** complete Part 5. Service Agreement for a Secondary Term of Service, which requires the applicant to complete a term of service of one additional year as an eligible prosecutor or public defender 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. Applicants who have not yet completed the initial three-year term of service **must** complete the Part 6. Acknowledgment of Benefit, which states that additional JRJSLRP benefit payments are being made on the applicant's behalf. 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.**

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APPENDIX B

CHANGES: **Legal Name/Address;**
 Employment Information;
 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, via the edubois@cpc.sc.gov email.

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.

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

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APPENDIX D

APPLICATION CHECKLIST

Be sure to complete, sign, date, review, and submit all required documents. Failure to do so will delay processing of your application packet. It is the applicant's responsibility to allow enough mailing time for complete applications to be received at the South Carolina Commission on Prosecution Coordination on or before the applicable due date of June 28, 2019. The South Carolina Commission on Prosecution Coordination is not responsible for misdirected, incomplete, or illegible applications.

	APPLICANT SIGNATURE IN INK where applicable on application package
	PART 1. APPLICATION
	PART 2. EMPLOYMENT VERIFICATION
	PART 3. LOAN VERIFICATION
	PART 4- SERVICE AGREEMENT for first time applicants.
	NATIONAL STUDENT LOAN DATA SYSTEM (NSLDS): Submit verification of all eligible loans listed on the Application Part 1; 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.
	LOAN ACCOUNT STATEMENT: Provide the most recent copy.
	SIGNED 2018 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.