



# Texas Higher Education Coordinating Board

## JOHN R. JUSTICE STUDENT LOAN REPAYMENT PROGRAM (JRJ SLRP)

### 2010-2011 Application and Service Agreement Package

#### PROGRAM INFORMATION AND INSTRUCTIONS

The purpose of the JRJ SLRP is to attract and retain qualified attorneys as prosecutors and public defenders. This program is authorized by the John R. Justice Prosecutors and Defenders Incentive Act (42 U.S.C. §3797cc-21).

#### ELIGIBILITY REQUIREMENTS

To qualify for loan repayment assistance, an applicant must (1) have been employed for at least 12 months as an eligible prosecutor or public defender (or both), (2) be employed currently as an eligible prosecutor or public defender, and (3) sign a service agreement committing to remain employed as an eligible public defender or prosecutor for at least three years. The applicant must not be in default on the repayment of any federal student loans.

#### Eligible Prosecutor:

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

#### Eligible Public Defender:

An attorney who is continually licensed to practice law in Texas and is: (1) a full-time employee of the state of Texas or local unit of government in Texas who provides legal representation to indigent persons in criminal or juvenile delinquency cases (including supervision, education, or training of other persons providing such representation), (2) a full-time employee of a non-profit organization operating under contract with the state of Texas or local unit of government in Texas, 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 (3) employed as a full-time federal defender attorney in Texas in a defender organization established pursuant to Subsection (g) of section 3006A of Title 18, United States Code, that provides legal representation to indigent persons in criminal or juvenile delinquency cases.

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

#### Eligible Education Loans

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

#### Ineligible Education Loans

- Federal Parent PLUS Loans
- Federal Consolidation Loans used to repay Federal Parent Plus Loans
- Any portion of Federal Consolidation Loans used to repay a spouse's federal loans
- Non-federal student loans

## Selection Process

The application ranking process for public defenders and prosecutors will occur separately for each group. After the 2010-2011 state fiscal year, priority will be given to renewal applications. New applications will be ranked according to a formula established to identify candidates who are the least able to repay their student loans. The formula will take into account the following: (1) the applicant's Adjusted Gross Income and dependent data reported on IRS 1040, 1040A, or 1040EZ, (2) regional cost of living differences, and (3) estimated annual student loan payment amounts.

A predetermined number of prosecutor applications within each of eight geographic regions will be selected; the remainder of the prosecutor applications will be ranked without regard to geographic location. Geographic location will not be a factor in the ranking of public defender applications.

## Loan Repayment Assistance

- The maximum annual repayment amount for prosecutors for 2010-2011 is \$2,500;
- The maximum annual repayment amount for public defenders for 2010-2011 is \$5,000;
- The maximum aggregate amount allowed for a prosecutor or public defender is \$60,000;
- Loan repayment assistance received through this program is considered taxable income by the Internal Revenue Service and will be reported as such by the THECB;
- Annual loan repayment awards are disbursed to lenders after verification of eligible service and are remitted directly to the holder/servicer of the loans to be repaid.

## Instructions for Applicants

- ✓ Complete (1) all sections of Part I, (2) Section A of Part II, and (3) Section A of Part III
- ✓ Ask the Human Resources administrator who is authorized to verify employment information to complete Section B of Part II
- ✓ Complete IRS [Form 4506-T](#); if your spouse filed a separate tax return, he or she must complete a separate Form 4506-T
- ✓ Read, sign, and date the Service Agreement, and
- ✓ Ensure that the Texas Higher Education Coordinating Board receives your completed application, Service Agreement, and Form(s) 4506-T before the January 7, 2011 deadline.\*

**Only applications and service agreements with original ink signatures will be accepted. Facsimile copies will not be accepted.** Each applicant may submit only one application. Submission of an application confers no rights on an applicant to an award of benefits. Applications received after the published deadline will be considered only if funds remain available.

Upon acceptance of the application, all information submitted with the application becomes subject to disclosure under the Texas Public Information Act (Texas Government Code Section 552.001 *et seq.*), unless an exception under the Texas Public Information Act is applicable.

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JOHN R. JUSTICE STUDENT LOAN REPAYMENT PROGRAM (JRJ SLRP)

PART 1 – APPLICATION

Due Date for Completed Application and All Required Documents: January 7, 2011

Before submitting the application, carefully read the Program Information and Eligibility Requirements on page 1. An application will not be considered complete unless all of the following documents are received in our office: Parts 1-3 of the Application, a signed Service Agreement, and a [Form 4506-T](#) for you and, if applicable, your spouse. Submission of an incomplete application is cause for rejection of that application. THECB may seek clarification from an applicant at any time, and failure to respond within a reasonable time frame is cause for rejection of an application. Only applications and service agreements with original ink signatures will be accepted. Facsimile copies will not be accepted. The application and all required documents must be mailed to: THECB, PO Box 12788, Austin, TX 78711-2788

SECTION A: APPLICANT INFORMATION

Social Security Number	– –	Last Name	First Name	MI
Permanent Home Address			Date of Birth	
City	State		ZIP Code	
County	E-mail Address			
Home: Area Code and Telephone Number		Work or Cell: Area Code and Telephone Number		
Law School Attended		Date of Graduation from Law School		
Information Reported to the IRS for 2009		Filing Status: <input type="checkbox"/> Single <input type="checkbox"/> Married, Filing Jointly <input type="checkbox"/> Married, Filing Separately		
Adjusted Gross Income (AGI) from 2009 IRS Form 1040, Line 37; 1040A, line 21 or 1040EZ, line 4		Calculated Exemptions Claimed from 2009 IRS Form 1040, line 42; 1040A, line 26 or 1040EZ, \$3,650 if single or \$7,300 if joint		
If Married, Filing Separately: Spouse's Adjusted Gross Income (AGI) from 2009 IRS Form 1040, Line 37; 1040A, line 21 or 1040EZ, line 4		If Married, Filing Separately: Spouse's Calculated Exemptions Claimed from 2009 IRS Form 1040, line 42; 1040A, line 26 or 1040EZ, \$3,650 for single		

SECTION B: ELIGIBLE LOAN(S)

The following educational loans made under the Federal Family Education Loan Program (FFELP) and/or Federal Direct Loan Program are eligible for repayment through the John R. Justice Student Loan Repayment Program:

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

Enter requested loan information for each loan holder/servicer as of the date of this application. If you include consolidation loans, please refer to the Eligible Loans section of Program Information and Instructions for further information.

**The first loan listed will be the one for which your benefits are paid.**

LOAN TYPE(S) (e.g., Stafford, Perkins)	NAME HOLDER/SERVICER	ACCOUNT NUMBER	OUTSTANDING BALANCE
1.			
2.			
3.			
4.			
Total balance due on all federal student loan accounts (even if not included above)			

Are you receiving benefits under another program that provides loan repayment /forgiveness assistance? Yes No

**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.

SECTION C: APPLICATION CERTIFICATION

By signing this application, I am agreeing to the requirements and provisions of the John R. Justice Student Loan Repayment Program. I understand that disbursements through this program are contingent upon the availability of funds, are considered taxable income by the Internal Revenue Service, and will be reported as taxable income by the Texas Higher Education Coordinating Board. I certify that I am not in default on any federal student loans and that all of the information contained in this application and on accompanying documents is true and complete to the best of my knowledge. I agree to notify THECB of changes to my address or employment status within ten (10) days of the change.

Applicant Signature

Date

**Warning:** A person submitting misleading or fraudulent information to the Texas Higher Education Coordinating Board in an attempt to obtain financial aid is subject to criminal prosecution.



## Texas Higher Education Coordinating Board

### JOHN R. JUSTICE STUDENT LOAN REPAYMENT PROGRAM

#### PART 2 – EMPLOYMENT VERIFICATION

##### SECTION A: AUTHORIZATION TO RELEASE EMPLOYMENT INFORMATION (To be completed by applicant)

Last four #'s of SSN: XXX-XX-	Last Name	First Name	MI
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I certify that I am an eligible full-time prosecutor or an eligible public defender, as defined below, and have been working in that capacity for at least 12 months. I authorize my employer to provide the employment information requested by the Texas Higher Education Coordinating Board for the John R. Justice Loan Repayment Program.

Applicant Signature

Date

**Warning:** A person submitting misleading or fraudulent information to the Texas Higher Education Coordinating Board in an attempt to obtain financial assistance is subject to criminal prosecution.

##### SECTION B: EMPLOYMENT VERIFICATION (To be completed by employer)

The above named employee has applied to the Texas Higher Education Coordinating Board to receive assistance from the John R. Justice Loan Repayment Program. Please complete the following section and return this form to the applicant.

Job Title of Applicant		Date of Hire
Name of Employer/Organization		Current Annual Salary
Employee Office Address		County
City	State	ZIP Code

The applicant has been employed for *at least 12 months* in one or more of the eligible capacities listed below and is currently employed in Texas as:

- ☐ **An Eligible Prosecutor:** A full-time employee of the state of Texas or local unit of government in Texas who is continually licensed to practice law in Texas and prosecutes criminal or juvenile delinquency cases at the state or local unit of government level (including supervision, education, or training of other persons prosecuting such cases). Prosecutors who are employees of the federal government are not eligible.
- ☐ **An Eligible Public Defender:** An attorney who is continually licensed to practice law in Texas and is: (1) a full-time employee of the state of Texas or local unit of government in Texas who provides legal representation to indigent persons in criminal or juvenile delinquency cases (including supervision, education, or training of other persons providing such representation), (2) a full-time employee of a non-profit organization operating under contract with the state of Texas or local unit of government in Texas, 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 (3) employed as a full-time federal defender attorney in Texas in a defender organization established pursuant to Subsection (g) of section 3006A of Title 18, United States Code, that provides legal representation to indigent persons in criminal or juvenile delinquency cases.

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

☐ **Neither of the Above**

Is the applicant employed full-time (at least 75 percent of a 40-hour work week)? \_\_\_\_ Yes \_\_\_\_ No

Is the applicant an elected official? \_\_\_\_ Yes \_\_\_\_ No

I certify the information provided above is true and complete to the best of my knowledge.

Signature of Authorized Official

Date

Printed Name and Title

Title

Email Address

Phone Number



## Texas Higher Education Coordinating Board

### JOHN R. JUSTICE STUDENT LOAN REPAYMENT PROGRAM

#### PART 3 – LOAN VERIFICATION

##### SECTION A: AUTHORIZATION TO RELEASE LOAN INFORMATION

I authorize my lender or servicer to release information regarding my student loan(s) to the Texas Higher Education Coordinating Board (THECB). Please accept this as my written request to provide my student loan information to the THECB.

Last four #'s of SSN XXX-XX-	Last Name	First Name	MI
Home Address		Date of Birth	
City	State	ZIP Code	
Home Phone		Email	

##### SECTION B: IRS FORM 4506-T INFORMATION

Completion of the [IRS Form 4506-T](#) is required for verification of household income for 2009. If you are married and filed jointly, your spouse's information and signature is also required on the form. If you are married but filed separately, your spouse must complete a separate Form 4506-T. Please fill in the blank in item 6 and check the box for item 6(c). Copy and paste the following information into number 5 of the form(s):

**Texas Higher Education Coordinating Board**  
**PO Box 12788**  
**Austin, Texas 78711-2788**  
**512-427-6340**

*Please be sure to mail your completed form(s) to the THECB with your application.*

##### SECTION C: PRIVACY ACT NOTICE

Certain information required on the application is made confidential by the Privacy Act of 1974 (5 USC 552a). The requested information is necessary for participation in the John R. Justice Student Loan Repayment Program, to verify your identity and to determine your eligibility for the program and for any benefits from it. The Privacy Act provides that an agency may continue to require disclosure of an applicant's Social Security Number (SSN) as a condition for the granting of a right, benefit, or privilege if the agency required this disclosure prior to January 1975. The Texas Higher Education Coordination Board has, for years prior to 1975, required the disclosure of the SSN of all applicants for the programs that it administers. The SSN may be used to verify your identity and as an account number (identifier) throughout your participation in the program, in order to make certain that THECB records necessary data accurately. As an identifier, the SSN will be used to determine program eligibility.

**The following notices are provided in accordance with Texas Government Code, Section 559.003(a):**

1. With few exceptions, you are entitled on request to be informed what information THECB collects about you, and to receive and review the information.
2. Under Section 559.004 of the Government Code, you are entitled to have THECB correct information about you that is incorrect. You may do so by writing to the John R. Justice Student Loan Repayment Program, Texas Higher Education Coordinating Board, P.O. Box 12788, Austin, Texas 78711.
3. The information that the Texas Higher Education Coordinating Board collects will be retained and maintained as required by Texas record retention laws (Texas Government Code, Section 441.180 et seq.) and rules. Different types of information are kept for different periods of time.

**Texas Higher Education Coordinating Board**  
**PO Box 12788**  
**Austin, Texas 78711-2788**  
**512-427-6340 (Austin area) 1-800-242-3062 (Outside Austin)**



**JOHN R. JUSTICE STUDENT LOAN REPAYMENT PROGRAM  
SERVICE AGREEMENT**

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

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

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

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

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

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

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

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

2. I understand that JRJSLRP funds are a supplement to, not a substitute for, my personal student loan obligations. I understand that amounts to be paid on my behalf are subject to the availability of funds and my continued eligibility. I understand that if I do not remain eligible, then further loan repayment benefits may be denied although the service obligation will remain in force. I understand that the award of JRJSLRP in any fiscal year does not guarantee benefits in future fiscal years, and that awards are subject to the availability of appropriations. I understand that any loan repayments made on my behalf may be taxable and subject to withholding.
3. I authorize the Department of Justice and/or the designated JRJSLRP State administrative agency, to verify the status, payment history, and outstanding balance of each qualifying loan, and to discuss the terms with the lender or note holder, or predecessors or successors in interest.

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

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

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

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

4. I will notify the designated JRJSLRP State administrative agency, without delay, in writing, of any transfer to a new position or employing agency, identifying myself as a JRJSLRP beneficiary.
5. I will notify the designated JRJSLRP State administrative agency, without delay, in writing, of my intention to voluntarily separate, resign, or retire from my position as an eligible beneficiary before completing my service obligation under paragraph 1 above.
6. I will notify the designated JRJSLRP State administrative agency, without delay, in writing, of my status in default of any loan obligation with respect to a qualifying "student loan," as defined in 42 U.S.C. §3797cc-21(b)(3)(A).

7. In the event I voluntarily leave my position as an eligible beneficiary, or in the event I am involuntarily separated for misconduct or unacceptable performance before completing the agreed upon period of service, I will be indebted to the Federal government and must reimburse the Department of Justice for the full amount of any student loan repayments made on my behalf under this service agreement. I further acknowledge that a sum equal to the amount that I am required to repay shall be recoverable by the Federal government from me (or my estate, if applicable) by such methods as are provided by law for the recovery of amounts owed to the Federal government.
8. I understand and affirm that I remain responsible for making regular student loan payments, that such responsibility is not abated by selection for participation in the JRJSLRP, and that I am required to continue to make personal payments toward my qualifying loans to remain eligible for the JRJSLRP in the future. I understand that JRJSLRP payments will be made directly to the holder of my qualifying loan(s) and that I will not be the direct recipient of any such funds.
9. Loan repayments made on my behalf pursuant to this agreement do not exempt me from responsibility and/or liability for the full amount of any loan in which I am the debtor.
10. I am responsible for any income tax obligation resulting from the student loan repayments made on my behalf.
11. I understand that, by law, repayment benefits made on my behalf cannot exceed \$10,000 in any calendar year or an aggregate total of \$60,000. This limitation should not, under any circumstances, be construed as an obligation of said benefits. This agreement may be modified by the parties, subject to the limitations of 42 U.S.C. §§ 3797cc-21(d) and (e), to provide additional student loan repayment benefits without the need for an entirely new agreement. Such modifications include, but are not limited to, the possibility of payment increases, or the extension of benefits beyond the initial three year service obligation, in consideration for additional service commitment by the beneficiary, based upon terms to be determined by the parties.
12. Periods of leave without pay, or other periods during which I am not in a pay status do not count toward the completion of the required service period upon reemployment. The service completion date must be extended by the total time spent in non-pay status. However, absence because of uniformed service in a recognized branch of the United States military, authorized maternity/paternity, FMLA, or due to compensable injury is considered creditable (within the sole discretion of the Director of BJA) toward the required service period upon reemployment.
13. This agreement is null and void if I am not selected for JRJSLRP in the year I sign and date this agreement.
14. Privacy Act Notification: This information is provided pursuant to the Privacy Act of 1974 (Public Law 94-579), as amended, for individuals supplying information for inclusion in a system of records. The authority for the collection of this information is 42 U.S.C. §3797cc-21. The purpose of the John R. Justice Loan Repayment for Prosecutors and Public Defenders statute is to encourage qualified individuals to enter and continue employment as prosecutors and public defenders. This Agreement and related data are made part of the file to be used within the Department of Justice for record-keeping and management while participating in the John R. Justice Loan Repayment program. The information also may be disclosed outside the Department, as permitted by the Privacy Act and Freedom of Information Act, to the Congress, the Internal Revenue Service, and pursuant to court order. You are asked to provide your Social Security Number. Please note that if you do not provide this information, and you are selected to participate in the John R. Justice Loan Repayment program, your Social Security Number will be required later to enable the Department to verify your eligibility status. Failure to submit this information will render this Agreement incomplete and you will be considered ineligible to participate in the program.

I, \_\_\_\_\_, agree to the terms of this Service Agreement.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE