



SUPREME COURT OF ARKANSAS

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FEDERAL STUDENT LOAN ASSISTANCE FOR ARKANSAS PUBLIC DEFENDERS AND PROSECUTORS

For the fourth year in a row, Arkansas public defenders and prosecutors are invited to apply for the U.S. Dept. of Justice's John R. Justice Loan Repayment Program, which helps award recipients alleviate student loan debt. The national grant program's purpose is to encourage attorneys to work as public defenders and prosecutors and to stay in those careers. Information about the John R. Justice Program may be found here:

https://www.bja.gov/ProgramDetails.aspx?Program_ID=65

(Or from www.bja.gov, go to "A-Z Index" to "JRJ Program")

Applications must be postmarked by December 1, 2013 and sent to the Public Defender Commission and the Office of the Prosecutor Coordinator. Gov. Mike Beebe designated the Administrative Office of the Courts to administer the John R. Justice Loan Repayment Program. *The AOC does not receive the award applications or select recipients.* You must apply to the PD or OPC offices.

Half of the \$56,259 grant will be awarded to public defenders and half to prosecutors. Individually, the awards will be distributed on an income-to-student loan debt ratio. Interested attorneys must work directly with either the Public Defender Commission (www.arkansas.gov/apdc) or with the Office of the Prosecutor Coordinator (www.arkpa.org).

****MORE****

****PLEASE SEE ATTACHED APPLICATION AND SERVICE AGREEMENT****

Applicants must submit (1) the Arkansas Program Application (see attached), (2) the John R. Justice Student Loan Repayment Program Service Agreement, and (3) a letter of recommendation from your supervisor. **Again, applications must be postmarked by December 1, 2013.** Award announcements will be made in January 2014. The funds will be paid directly to the loan creditors.

Office of the Prosecutor Coordinator
323 Center Street, Suite 750
Little Rock, Arkansas 72201
www.arkpa.org

Arkansas Public Defender Commission
101 East Capitol, Suite 201
Little Rock, Arkansas 72201
www.arkansas.gov/apdc

Eligible attorneys include state and federal public defenders and state prosecutors who agree to remain at their agencies for at least three years; and they

- Must be continually licensed to practice law;
- May be attorneys providing supervision, education, or training of prosecutors or defenders;
- Are not in private practice, even if they provide public defense services under contract to the state; and
- Are not in default on repayment of any federal student loans.

2013-14 ARKANSAS JOHN R. JUSTICE LOAN REPAYMENT PROGRAM

APPLICATION

1. **GENERAL INFORMATION**

Name _____ Social Security No. _____

Home Mailing Address (include city, state, zip) _____

Office Address (include city, state, zip) _____

Office Phone _____ Fax No. _____ Cell Phone _____

Email Address _____

Marital status (married, separated, divorced, single) _____

If married list spouse's name _____

Spouse's employer _____

Place check if you were the recipient of a John R. Justice grant in 2012-13.

2. **EMPLOYMENT INFORMATION**

[Pursuant to 42 U.S.C. § 3797cc-21(b), eligible applicants must be full-time employees of the State of Arkansas, continually licensed to practice law, and engaged in prosecuting or providing representation to indigent persons in criminal or juvenile delinquency cases. Full-time employees of the Federal Public Defender serving the Eastern and Western Districts of Arkansas are also eligible]

Arkansas Supreme Court Bar License Number _____

State(s) licensed and date(s) of licensure _____

Job Title _____

Date of Hire _____

Previous Dates of Service as a Full-Time Prosecutor or Public Defender _____

Judicial District and Counties Currently Serviced _____

Name, address, phone number, and email address of Direct Supervisor _____

Current Court assignment (juvenile, district, circuit) _____

If public defender, what is your level of certification? _____

Date of certification: _____

If prosecuting attorney - are you employed via federal grant? _____

Disciplinary actions, if any, please explain and provide documentation. _____

Have you received a merit raise or been eligible for one in the last 3 fiscal years? If yes, date(s) _____

3. **LOAN INFORMATION**

Qualifying loans are limited to those which are defined in 42 U.S.C. § 3797 cc-21(b)(3) and include the following:

- (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 (Williams 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 loan, respectively).

LOAN #1

Type of Loan _____

Date of original loan _____

Amount of original loan _____

Amount of loan currently outstanding _____

Loan Account Number _____

Amount paid to date _____

Amount paid monthly _____

End date of the loan _____

In default: Yes _____ No _____

Name of Lender/Service _____

Address _____

Telephone _____

LOAN #2

Type of Loan _____

Date of original loan _____

Amount of original loan _____

Amount of loan currently outstanding _____

Loan Account Number _____

Amount paid to date _____

Amount paid monthly _____

End date of the loan _____

In default: Yes _____ No _____

Name of Lender/Service _____

Address _____

Telephone _____

LOAN #3

Type of Loan _____

Date of original loan _____

Amount of original loan _____

Amount of loan currently outstanding _____

Loan Account Number _____

Amount paid to date _____

Amount paid monthly _____

End date of the loan _____

In default: Yes _____ No _____

Name of Lender/Service _____

Address _____

Telephone _____

4. **EVIDENCE OF FINANCIAL NEED**

2013 Gross Annual Approved Salary \$ _____

Adjusted Gross Income As Reported On Your 2012 Federal Tax Return \$ _____

Adjusted Gross Income of Your Spouse As Reported on His/Her 2012 Federal Tax

Return If Married Filing Separately \$ _____

In the event that the number of eligible applicants exceeds the funds which are available, applicants will be given priority based upon relative financial need. Initially, relative financial need will be determined by comparing the dollar amount of qualifying student loan debt to the income of the applicant and his/her spouse. Applicants may provide below additional information which they believe should be considered in the determination of their relative financial need.

Additional Information:

5. **CERTIFICATION**

I certify that the above and foregoing information is true and correct to the best of my knowledge, information, and belief.

Signature of Applicant

Date

Signature of Applicant's Spouse

Date

STATE OF ARKANSAS)
) SS.
COUNTY OF _____)

SUBSCRIBED and sworn to, before me, a Notary Public, this _____ day of
_____, 20_____.

Notary Public

My Commission Expires:

NOTE: Applicant must include a letter of recommendation from his or her supervisor and an executed John R. Justice Student Loan Repayment Program Service Agreement with this Application.

JRJ STUDENT LOAN REPAYMENT PROGRAM SERVICE AGREEMENT

Complete, sign and attach **one (1)** of the following versions of the Service Agreement with your application. The version you submit is dependent upon whether you have previously received a JRJ grant and previously signed a Service Agreement:

- Use the version titled “Appendix B” if you have not previously received a JRJ grant. If so, you will be committing to three years of service as a deputy prosecuting attorney or public defender;
- Use the version titled “Appendix C” if you have previously received a JRJ grant AND you have completed the original three-year service obligation since having received that grant. If so, you will be making a commitment for one additional year of service;
- Use the version titled “Appendix D” if you have previously received a JRJ grant and have NOT yet completed the original three-year service commitment. If so, you will be reaffirming your original commitment.

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

Appendix B

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

NAME: _____

In consideration of the student loan repayment incentive for which I have been offered under 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

Note to JRJ State Administering Agencies: the following form should be used only in cases wherein a previously selected JRJ beneficiary has fulfilled his/her initial three-year service obligation, has been selected again by the JRJ State Administering Agency to receive additional JRJ benefits and has agreed to commit to an additional one (1) year of service obligation in exchange for those additional benefits.

Appendix C

**U.S. Department of Justice
John R. Justice Student Loan Repayment Program (JRJSLRP)
Service Agreement – Secondary Term of Service**

NAME: _____

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 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. 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, 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.
11. I understand that, by law, repayment benefits made on my behalf cannot exceed \$10,000 in any calendar year or an aggregate total of \$60,000. This limitation should not, under any circumstances, be construed as an obligation of said benefits. This agreement may be modified by the parties, subject to the limitations of 42 U.S.C. §3797cc-21(d) and (e), to provide additional loan repayment benefits without the need for an entirely new agreement. Such modifications include, but are not limited to, the possibility of payment increases, or the extension of benefits beyond the initial three-year service obligation, in consideration for additional service commitment by the beneficiary, based upon terms to be determined by the parties.
12. Periods of leave without pay, or other periods during which I am not in a pay status do not count toward the completion of the required service period upon reemployment. The service completion date must be extended by the total time spent in non-pay status. However, absence because of uniformed service in a recognized branch of the United States military, authorized maternity/paternity, FMLA, or due to compensable injury is considered creditable (within the sole discretion of the Director of BJA) toward the required service period upon reemployment.
13. This agreement is null and void if I am not selected for JRJSLRP in the year I sign and date this agreement.

14. Privacy Act Notification: This information is provided pursuant to the Privacy Act of 1974 (Public Law No. 94-579), as amended, for individuals supplying information for inclusion in a system of records. The authority for the collection of this information is 42 U.S.C. §3797cc-21. The purpose of the John R. Justice Loan Repayment for Prosecutors and Public Defenders statute is to encourage qualified individuals to enter and continue employment as prosecutors and public defenders. This Agreement and related data are made part of the file to be used within the Department of Justice for record-keeping and management while participating in the John R. Justice Student Loan Repayment program. The information also may be disclosed outside the Department, as permitted by the Privacy Act and Freedom of Information Act, to the Congress, the Internal Revenue Service, and pursuant to court order. You are asked to provide your Social Security Number. Please note that if you do not provide the information, and you are selected to participate in the John R. Justice Student Loan Repayment program, your Social Security Number will be required later to enable the Department to verify your eligibility status. Failure to submit this information will render this Agreement incomplete and you be considered ineligible to participate in the program.

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

SIGNATURE

DATE

Note to JRJ State Administering Agencies: the following form should be used only in cases where a current JRJ beneficiary has not yet fulfilled his/her initial three-year service obligation, but remains eligible for JRJ benefits. Upon fulfilling his/her initial three-year service obligation, the JRJ beneficiary may exit the program or, if selected to receive additional JRJ benefits, should execute the JRJSLRP – Secondary Term of Service document (see Appendix C above).

Appendix D

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

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.

SIGNATURE

DATE