

October 19, 2011

Nebraska Crime Commission

JOHN R. JUSTICE (JRJ) GRANT PROGRAM 2011 Application Packet

**Applications Are Due
In The Crime Commission Office on
November 29, 2011 by 5:00 p.m. CST
No Exceptions**

Please read the attached information thoroughly.
If you have questions, contact:

Lisa Stamm
Nebraska Crime Commission
301 Centennial Mall South
P.O. Box 94946
Lincoln, Nebraska 68509-4946
(402) 471-3687
Email: Lisa.Stamm@nebraska.gov

In accordance with the Americans with Disabilities Act, the State would like to provide reasonable accommodation with respect to a grant application to persons with disabilities. If you need a reasonable accommodation, please contact the Nebraska Crime Commission, (402) 471-2194 or TDD at (800) 833-7352.



2011 JRJ Grant Application Checklist

Have you included and assembled your application in the following order:

- Application Form
- Employment Verification Form
- Program Narrative-Optional
- Loan Verification Form
- Certified Assurances
- United States Citizenship Attestation Form
- Service Agreement (Appendix A)
- NSLDS Documents--- www.nsls.ed.gov

Have you:

- Typewritten your entire application?
- Checked that all forms are accurate and fully completed?
- Assembled your application in the above order?
- Verified all forms are signed and dated by the correct individuals?
- Submitted one original and 10 copies (11 total) of the application for review?

PROGRAM GUIDELINES: ***JOHN R. JUSTICE (JRJ) GRANT PROGRAM***

CFDA #16.816

INTRODUCTION

The John R. Justice (JRJ) Program is administered by the U.S. Department of Justice, Bureau of Justice Assistance (BJA), and the Nebraska Commission for Law Enforcement and Criminal Justice (Nebraska Crime Commission) is the elected State Administering Agency (SAA) of these grant funds. BJA has awarded funds to each of the 50 states and the District of Columbia to serve eligible recipients working within the state's or District's jurisdictions.

The JRJ Program was codified at 42 U.S.C. 3797cc-21, and named for the late John Reid Justice of South Carolina, to encourage qualified attorneys to choose careers as prosecutors and public defenders and to continue in that service. The criminal justice system faces a challenge of retaining qualified prosecutors and public defenders who serve everyday to ensure that our communities are protected, the rule of law is upheld, and the rights of citizenry are safeguarded. Student loan debt is consistently cited as the overwhelming reason why attorneys decline or leave positions as prosecutors and public defenders. The vast majority of law students borrow to finance their legal education, but public defender and prosecutor salaries have failed to keep pace with the escalating cost of education.

The JRJ Program provides loan repayment assistance for local, state, and federal public defenders and local and state prosecutors who commit to continued employment as public defenders and prosecutors for at least three (3) years. An attorney must not be in default on repayment of any federal student loans.

STATE FUNDING ALLOCATION

Nebraska's FY2011 funding has been calculated at **\$96,919.00**.

State agencies administering the JRJ Program must ensure that funding for local repayment is allocated equally between prosecutors and public defenders. Therefore, the Nebraska Crime Commission must demonstrate that the total amount of loan repayment funding awarded to eligible prosecutors is equal to the total amount awarded to eligible public defenders. This equal allocation requirement applies only to the total amounts repaid. States are not required to make an equal number of awards to eligible beneficiaries of each category.

ELIGIBLE APPLICANTS

JRJ contracts administered by the Nebraska Crime Commission are intended to encourage qualified individuals to enter and continue employment as prosecutors and public defenders. Consistent with BJA guidance, the following persons shall be considered eligible:

- **Prosecutor 42 U.S.C. 3797cc-21(b)(1)** – a full-time employee of a state or unit of local government who is continually licensed to practice law and 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.
- **Public Defender (42 U.S.C. 3797cc-21(b)(2))** – an attorney who is:
 1. continually licensed to practice law and is 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 representation;
 2. a full-time employee of a nonprofit organization operating under a contract with a state or unit of local government who devotes substantially all of the employee’s full-time employment to providing legal representation to indigent persons in criminal or juvenile delinquency cases including supervision, education, or training of other persons providing such representation; or
 3. employed as a full-time federal defender attorney in a defender organization pursuant to Subsection (g) of section 3006A of Title 18, U.S.C., that provides legal representation to indigent persons in criminal or juvenile delinquency cases.

***NOTE:** Attorneys who are in private practice and not a full-time employee of a non-profit organization, even if individually or part of a firm that is under contract with a state or court-appointed to provide public defense services, do not qualify as “public defenders” and therefore are not considered to be eligible as beneficiaries under this solicitation.*

Full-time employment is considered “not less than 75 percent of a 40 hour work week” for the purpose of this solicitation.

In addition to the above definitions and requirements, eligible recipients must:

- be a U.S. citizen or an eligible non-citizen
- have an outstanding balance due on an eligible educational loan
- be continually licensed to practice law
- not be in default on a federally guaranteed education loan

LOAN ELIGIBILITY

Loans eligible for repayment are defined as, and limited to the following:

Student Loan:

- 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).

INELIGIBLE LOANS

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

- 1) A loan made to a person of a dependent student under section 428B of the Higher Education Act of 1965 (20 U.S.C. 1078-2).
- 2) A Federal Direct PLUS Loan made to the parents of a dependent student.
- 3) A loan made under section 428C or 455 (g) of a higher Education Act of 1965 (20 U.S.C. 1078-3 (Federal consolidation loans) and 1087e(g) (Federal Direct Consolidation loans) to the extent that such loan was used to repay a loan described in clause (1) or (2).

SERVICE AGREEMENT

As a condition precedent to the repayment of any loan obligation under this program, all eligible recipients must sign an agreement (APPENDIX A) to 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. The period of service begins with the effective award date.

For purposes of this program, involuntary separation could result from layoff, loss of election, or similar nature. Termination as a result of misconduct or unacceptable performance would not qualify as involuntary separation.

A recipient of funds may change employers within the designated three years but must remain employed as a qualifying prosecutor or public defender to continue receiving benefits and to satisfy their service agreement. The recipient will be allowed a reasonable break in service when changing employers, not to exceed 30 days. A break in service exceeding 30 days will be subject to review by the Nebraska Crime Commission and may result in the termination of contract. Periods of leave without pay, or other periods in which the recipient is not in pay status, do not count toward the completion of the required service period upon re-employment. The service completion date must be extended by the total time spent in non-pay status.

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 (pending approval of the Director of BJA obtained by the Nebraska Crime Commission) toward the required service period upon re-employment.

In the event a 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 the Federal government or Nebraska Crime Commission for the full amount of any student loan repayments made under this solicitation. The return of funds will not be determined on a pro-rata calculation.

CONTRACT PERIOD

The 2011 JRJ contract period for approved beneficiaries is October 1, 2011 through September 30, 2012.

Once approved for loan repayment, there is a rebuttable presumption that a beneficiary will be given priority consideration to receive funding during the second and third years of the three-year service agreement, depending on the availability of funds. **Renewal is not automatic and nothing shall obligate Nebraska Crime Commission to renew a benefit or to renew such benefit in the same (or greater) amount previously received by a beneficiary.**

Funding for subsequent contract periods will be subject to availability of funds and federal re-appropriation of such monies under the JRJ Program.

PAYMENT INFORMATION

In accordance with 42 U.S.C. 3797cc-21(c), funds can only be paid to the institution holding the qualifying loan and may not be paid directly to the beneficiary. The recipient may hold more than one qualifying student loan, **but funds will only be issued to one institution**, as identified by the applicant in the application form.

Funds awarded under this program are a supplement to, not a substitute for, personal student loan obligations. Recipients remain responsible for making regular student loan payments and must continue to make personal payments toward their qualifying loan to remain eligible for the JRJ Program in the future.

Nebraska Crime Commission will disperse funds to the lending institution for the duration of the contract period in **one** installment of the award total, unless notified otherwise. Payments will be made via **Electronic Funds Transfer (EFT)** if the lending institution is capable of such transaction. **A one time payment, for the total awarded amount, will be made at the end of the grant period to applicants who have met the employment eligibility requirement by the end of the grant period and who have submitted all necessary quarterly reports and documents to the Nebraska Crime Commission.**

Payments made on behalf of approved recipients cannot exceed the total qualifying loan balance. The beneficiary remains responsible for any remaining payments or balances. Neither the Department of Justice nor the Nebraska Crime Commission will be held responsible for any late fees assessed by the lending institution. Therefore, the recipient will be responsible to ensure their monthly payment is paid in full and in a timely manner, especially if the payment is due on or before Nebraska Crime Commission issues the payment.

Note: Commonly, a lending institution will reduce or advance the debtor's payments if a loan repayment is made under a program like JRJ. **It will be the responsibility of the recipient to discuss this issue with their lending institution.**

The amount paid by Nebraska Crime Commission shall not exceed \$6,000.00 for any individual in any 12-month contract period or an aggregate total of \$60,000 in the case of any individual.

REPORTING REQUIREMENT

Recipients of JRJ funds will be required to submit the following documentation by the 15th of the month following the end of each quarter during the specific period in order to initiate assisted payments on their student loan and verify continued qualifying employment in order to satisfy Year 1 of the service agreement:

- Proof of Employment Form (Appendix B)

- Monthly Statement Due (either a copy of the statement mailed each month from the lending institution or a screen printout of an account that may have been set-up online). The Statement Due should show the name of the lending institution, name of beneficiary, balance of loan, payment due, payment due date, and remittance address, at a minimum.

Regardless of the start date, the above documentation is due for normal quarters as listed below.

Jan-March	July-Sept
April-June	Oct- Dec

Failure to submit proper documentation by instructed due dates may result in termination of service agreement and future funding.

PERFORMANCE METRICS

The Nebraska Crime Commission will be required to complete quarterly performance metric reports as a means to evaluate this program. This data will be collected during the application and award process and therefore should be readily available.

In addition, however, the Nebraska Crime Commission will be required to annually evaluate the overall program and award of funds based on feedback from each recipient. It is anticipated that such feedback will be collected through means of a survey, but further information will be provided once it becomes available.

Nebraska Crime Commission Contacts

Any questions regarding the application for funding or the administration of your contract may be directed to the Nebraska Crime Commission staff person indicated below:

Program Information:

Name	Title	Phone Number	Email Address
Lisa Stamm	Program Administrator	(402) 471-3687	Lisa.Stamm@nebraska.gov
Mary Thomason	Accounting	(402) 471-4496	Mary.Thomason@nebraska.gov
Shawn Roberts	Program Support Staff	(402) 471-2194	Shawn.Roberts@nebraska.gov

APPLICATION GUIDELINES: **JOHN R. JUSTICE (JRJ) GRANT PROGRAM**

APPLICATION FORMS & DOCUMENTS

All required application forms must be typewritten, completed, and submitted for consideration. Such forms are included in this application packet. **Applicants will not be notified if their application is deficient in information. If the application is deficient in information, the applicant will not be considered for this round of funding and will have to re-apply the following year.** Please refer to the Application Checklist on page 2 of this solicitation to ensure all documents are submitted and your application is assembled in the requested order.

The required application forms are as follows:

1. Applicant Information Form
2. Employment Verification Form
3. Program Narrative- **Optional**
4. Loan Verification Form
5. Certified Assurances
6. U.S. Citizenship Attestation Form
7. Service Agreement (**Appendix A**)
8. National Student Loan Data System (NSLDS) Documents (www.nsls.ed.gov)

Please remember, applicants must submit the following information:

1. National Student Loan Data System (NSLDS) Document

Applicants must obtain a NSLDS document for each student loan the applicant has with a lending institution, including the qualifying student loan in which assistance is being requested. NSLDS is the U.S. Department of Education's (ED's) central database for student aid. NSLDS receives data from schools, guaranty agencies, the Direct Loan program, and other Department of ED programs. Applicants can access this document at www.nsls.ed.gov. This site displays information on loan and/or grant amounts, outstanding balances, loan statuses, and disbursements.

In order to use the NSLDS Student Access website, you will need to provide your Social Security number, the first two letters of your last name, your date of birth, and your PIN (formerly known as EAC).

2. Service Agreement (Appendix A)

Applicants must sign and submit the Service Agreement agreeing to remain employed as an eligible prosecutor or public defender for 3 years.

APPLICATION PROCESS

Applications are due to the Nebraska Crime Commission office no later than 5:00 p.m. (CST) on November 29, 2011. Include 1 (one) original and 10 copies of the complete application.

No late or faxed applications will be accepted.

Completed and properly signed applications (original and 10 copies) should be submitted as follows:

**Nebraska Crime Commission
301 Centennial Mall South
P.O. Box 94946
Lincoln, Nebraska 68509-4946**

APPLICANT INFORMATION FORM

Nebraska Crime Commission 2011 John R. Justice (JRJ) Program

Applicant Name: _____

Type of Application: State Prosecutor Local Prosecutor Attorney General
 State Public Defender Federal Public Defender

SECTION A: APPLICANT INFORMATION

The following information will be used for contact and taxation purposes.

Social Security Number: _____

Home Address: _____

City: _____ State: _____ Zip Code: _____ County: _____

Work Telephone #: _____ Work Fax #: _____

Email Address: _____

Name of Law School: _____ Attendance Dates: _____

Name of Law School: _____ Attendance Dates: _____

Name of Law School: _____ Attendance Dates: _____

**Multiple lines have been provided above in the event the applicant attended more than one law school.*

Have you ever served on active duty in the US military service? Yes _____ No _____

Number of Years Served _____

SECTION B: LOAN INSTITUTION INFORMATION

The following information shall identify the lending institution to which benefits will be paid if awarded a grant.

Name of Institution: _____

Federal Tax ID #: _____ DUNS #: _____

Payment Remittance Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person: _____ Title: _____

Telephone #: _____ Fax #: _____

SECTION C: CERTIFICATION

I certify that all information provided above is true and accurate as of this date. I acknowledge that falsified information could result in the denial of my grant request or termination of such contract if I am awarded funds under the JRJ Program. I agree to provide additional verification of any information provided as requested.

Applicant Signature: _____ Date: _____

EMPLOYMENT INFORMATION FORM-

Nebraska Crime Commission 2011 John R. Justice (JRJ) Program

Applicant Name: _____

SECTION A: EMPLOYMENT INFORMATION

The following information shall represent the applicant's current employer.

Employer Name: _____

Employer Address: _____

City: _____ State: _____ Zip Code: _____ County: _____

Supervisor Name: _____ Title: _____

Supervisor Telephone #: _____ Supervisor Fax #: _____

Supervisor Email: _____

Employer Type: (Select) _____

If Other, please specify: _____

Annual Gross Income: _____

SECTION B: EMPLOYMENT SERVICE

The following information shall determine the applicant's eligibility.

Position Title: _____ Hire Date: _____

Type of Work: (Select) _____

If Other, please specify: _____

Position Status: (Select) _____

If Part Time, please indicate the average number of hours worked in a normal week: _____

Note: Full-time employment is considered "not less than 75% of a 40 hour work week".

SECTION C: CERTIFICATION

I certify that all information provide above is true and accurate as of this date. I acknowledge that falsified information could result in the denial of my grant request or termination of such contract if I am awarded funds under the JRJ Program. I agree to provide additional verification of any information provided as requested.

Applicant Signature: _____ Date: _____

I certify this individual is a current employee of the above referenced agency and that all information provided is true and accurate as of this date.

Supervisor Signature: _____ Date: _____

Program Narrative- Optional

Nebraska Crime Commission 2011 John R. Justice (JRJ) Program

OPTIONAL: Applicants may submit a narrative in the space provided below with any relevant information not included elsewhere in the application that he/she would like to have taken into consideration by the John R. Justice Ad Hoc Committee.

CERTIFICATION

I certify that all information provided above is true and accurate as of this date. I acknowledge that falsified information could result in the denial of my grant request or termination of such contract if I am awarded funds under the JRJ Program. I agree to provide additional verification of any information provided as requested.

Applicant Signature: _____

Date: _____

LOAN VERIFICATION WORKSHEET-

Nebraska Crime Commission 2011 John R. Justice (JRJ) Program

Applicant Name: _____

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

Required Loan Information

- Name of Lender
- Address of Lender
- Account Number
- Type of Loan (Federal Direct, etc.)
- Outstanding Balance
- Type of Repayment Plan
- Loan Status (current, deferral, etc.)

Complete the release below to give permission to Nebraska Crime Commission to obtain additional information, if needed. Make copies of the form if needed for multiple lenders.

Release (to be completed by applicant)

Account Number: _____ **Date of Birth:** __/__/__

Last Name: _____ **First Name:** _____ **MI:** _____

Permanent Mailing Address:

City: _____ **State:** _____ **Zip Code:** _____

I authorize my lender, _____, to provide the loan information requested by Nebraska Crime Commission.

Applicant's Signature **Date**

CERTIFIED ASSURANCES

In addition to the general terms contained in the *John R. Justice (JRJ) Application Packet*, the Applicant is also conditioned upon and subject to compliance with the following assurances:

1. **Availability of Funds:** The Applicant understands all awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law. It is understood and agreed upon that, in the event funds from federal sources are not appropriated and continued at an aggregate level sufficient to cover the contract costs, or in the event of a change in federal or state laws relevant to these costs, the obligations of each party hereunder shall thereupon be terminated immediately upon receipt of written notice. In addition, the Applicant understands that JRJ funds are a supplement to, not substitute for, my personal student loan obligations.
2. **Release of Information:** The Applicant agrees to provide the appropriate documentation as requested by the Nebraska Crime Commission to verify the information provided within this application, if necessary.
3. **Record Retention:** The Applicant agrees to maintain the application, and supporting documentation pertaining to this application, and make such records available for Federal and/or State audit or examination, if necessary. Such records shall be maintained for at least 3 years following notification by the Nebraska Crime Commission that the grant has been programmatically and fiscally closed.
4. **Reporting Requirement:** The Applicant agrees to submit the appropriate documentation in a timely manner as required in the *Program Guidelines* under the “Reporting Requirement” section. The applicant agrees that failure to **submit proper documentation** by instructed due dates may result in termination of service agreement and future funding.
5. **Notification of Program Changes:** The Applicant shall submit in writing on the *JRJ Change of Information Form* any program changes that he/she experiences during the contract period. Major program changes may be subject to approval from the Nebraska Crime Commission. Program revisions include changes as outlined below:
 1. Change in contact information
 2. Change in lending institution information
 3. Change in employment information
 4. Change in supervisor information
6. **Income Tax:** The Applicant understands he/she is responsible for any income tax obligation resulting from the student loan repayments made under the JRJ Program. The State of Nebraska will issue an Internal Revenue Service (IRS) 1099-MISC form to each recipient of funds and will file the 1099-MISC form to the IRS. The 1099-MISC form is used to report miscellaneous income that does not fall in the category of salary, wages, or tips.
7. **Service Agreement:** The Applicant understands that he/she must remain employed as a prosecutor or public defender for a period of service not less than three years (36 months), beginning with the award date, unless involuntarily separated from employment.
8. **Default on Contract:** The Applicant agrees, in the event he/she leaves a position as an eligible beneficiary or is involuntarily separated for misconduct or unacceptable performance before completing the agreed upon period of service, he/she will be indebted to the Federal government and must reimburse the Nebraska Crime Commission for the full amount of any student loan repayments made under this contract.
9. **Award Documents:** If the Applicant receives an award under the JRJ Program, he/she will be issued a contract by the Nebraska Crime Commission in the form of an *Award of Contract* document. The applicant understands that such document must be signed and returned within 30 days of the award date. In addition, the recipient acknowledges the recipient will repay the Nebraska Crime Commission in the event he/she defaults on the contract, and return such within 30 days of the award date.

10. **Termination of Contract:** The Nebraska Crime Commission, reserves the right to terminate any contract entered into as a result of this application at its sole discretion and without penalty or recourse by giving written notice to the beneficiary of the effective date of termination. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the beneficiary under the contract shall, at the option of the Nebraska Crime Commission, become property of the State of Nebraska.

11. **Renewal of Contract:** An award of contract, entered into as a result of this application, shall not bind or purport to bind the Nebraska Crime Commission for any contractual commitment in excess of the original contract period contained in such an award of contract. However, the Nebraska Crime Commission shall have the right, at its sole discretion, to renew any such award of contract on a year-to-year basis. Should the Nebraska Crime Commission exercise its right to renew the contract, the renewal shall be subject to the terms set forth by the Nebraska Crime Commission developed for such renewal. Failure to comply with such terms set forth by the Nebraska Crime Commission will result in the forfeiture of such a renewal option.

Failure to comply with any of the foregoing certified assurances could result in funds being withheld until such time as the contractor takes appropriate action to rectify the incident(s) of non-compliance. The Applicant hereby certifies, by signature, acceptance of the terms and conditions specified or incorporated by reference herein, including those stated in the grant application.

Applicant Name (Please Print)

Signature

Date

Please Complete and Send in With Application

United States Citizenship Attestation Form

For the purpose of complying with Neb. Rev. Stat. §§ 4-108 through 4-114, I attest as follows:

I am a citizen of the United States.

— OR —

I am a qualified alien under the federal Immigration and Nationality Act, my immigration status and alien number are as follows: _____, and I agree to provide a copy of my USCIS documentation upon request.

I hereby attest that my response and the information provided on this form and any related application for public benefits are true, complete, and accurate and I understand that this information may be used to verify my lawful presence in the United States.

PRINT NAME	<hr/> <u>(first, middle, last)</u>
SIGNATURE	<hr/> <hr/>
DATE	<hr/> <hr/>

FINANCIAL AND ADMINISTRATIVE **GUIDELINES:** **JOHN R. JUSTICE (JRJ) GRANT PROGRAM**

I. AWARD AND ACCEPTANCE OF CONTRACT

A. Award of Contract

After completion of the review process, a contract is formally awarded by the Nebraska Crime Commission in the form of the *Award of Contract*. This award identifies the Recipient, Contract Period, Lending Institution Name, Total Award, Quarterly Award Payment, and Contract Number. If necessary, Special Conditions may be included which the Beneficiary shall meet if the award is accepted. All correspondence concerning the award shall refer to the designated Contract Number shown on the *Award of Contract* document.

B. Acceptance of Award

The *Award of Contract* constitutes a contractual agreement between the Nebraska Crime Commission and the Recipient for the award of federal funds for the intended purpose of this program. This contractual agreement may be terminated without further cause if the Recipient fails to affirm its acceptance of the award by signing and returning the *Award of Contract* to the Nebraska Crime Commission **within 30 days** from the date of award. No federal funds shall be disbursed until the signed acceptance has been received by the Nebraska Crime Commission.

C. Promissory Note

Recipients of funds will be required to sign and return a Promissory Note Agreement within 30 days from the date of award. The promissory note acknowledges the recipient will repay any loan payments that have been disbursed if he/she defaults on the contract. No federal funds shall be disbursed until the signed agreement has been received by the Nebraska Crime Commission. Failure to return the signed agreement may result in termination of the contract.

II. NOTIFICATION OF PROGRAM CHANGES

A. Program Changes

Recipients shall submit in writing on the *JRJ Change of Information Form* (APPENDIX D) any program changes that the agency experiences during the contract period. Major program changes may be subject to approval from the Nebraska Crime Commission. Program revisions include changes as outlined below:

1. Change in contact information
2. Change in lending institution information
3. Change in employment information
4. Change in supervisor information

IV. FINANCIAL RECORDS

A. Record Retention

All financial records, job records, supporting documents, and any other records pertinent to this award shall be made available to the Nebraska Crime Commission and/or the Department of Justice if necessary and retained by the beneficiary for at least 3 years following notification by the awarding agency that the grant has been programmatically and fiscally closed. Retention is required for purposes of Federal and/or State examination and audit. Records may be retained in an automated format.

1. **Retention Period.** The 3-year retention period starts from the date of notification by the awarding agency that the grant has been programmatically and fiscally closed. If any litigation, claim, audit, or other action involving the records have started before the expiration of the 3-year period, the records must be retained until completion of the action and resolution of all issues which arise from it or until the regular 3-year period, whichever is later.
2. **Maintenance.** Recipients of funds are expected to see that records of different contract periods are separately identified and maintained so that information desired may be readily located. Recipients are also obligated to protect records adequately against fire or other damage.

V. DEFAULT OF CONTRACT

A. Service Agreement

Applicants must sign the John R. Justice Student Loan Repayment Program (JRJSLRP) Service Agreement (**APPENDIX A**). Such agreement states the applicant/recipient must remain employed as a prosecutor or public defender for a period of service not less than three years (36 months) unless involuntarily separated from employment. The period of service begins with the effective date of award.

For purposes of this program, involuntary separation could result from layoff, loss of election, or similar nature. Termination as a result of misconduct or unacceptable performance would not qualify as involuntary separation.

A recipient of funds may change employers within the designated three years but must remain employed as a qualifying prosecutor or public defender to continue receiving benefits and to satisfy their service agreement. The Nebraska Crime Commission must be notified of any change in employment by submitting the *JRJ Change of Information Form*. Such change may be subject to approval.

The recipient will be allowed a reasonable break in service when changing employers, not to exceed 30 days. A break in service exceeding 30 days will be subject to review by the Nebraska Crime Commission and may result in the termination of contract. Periods of leave without pay, or other periods in which the recipient is not in pay status, do not count toward the completion of the required service period upon re-employment. The service completion date must be extended by the total time spent in non-pay status.

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 (pending approval of the Director of BJA obtained by the Nebraska Crime Commission) toward the required service period upon re-employment.

B. Return of Funds

In the event a 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 Nebraska Crime Commission for the full amount of any student loan repayments made under this solicitation. The return of funds will not be determined on a pro-rata calculation.

VI. General Federal Financial and Administrative Guidelines

A. OMB Circulars

The Office of Management and Budget (OMB) oversees and coordinates federal procurement, financial management, information, and regulatory policies and has published Circulars by which these standards are governed. While guidelines specific to the John R. Justice (JRJ) Program have been outlined within this solicitation, it is the responsibility of the recipient to comply with the federal guideline outlined in the OMB Circulars, as applicable. The Circulars can be accessed at <http://www.whitehouse.gov/OMB/circulars/>.

B. OCFO Financial Guide

The Office of Chief Financial Officer (OCFO) within the Office of Justice Programs (OJP) provides fiscal policy guidance and provides accounting, budget, financial and grants management, and claims collection services and has published a Financial Guide by which these standards are governed. Again while guidelines specific to the JRJ Program have been outlined within this solicitation, it is the responsibility of the recipient to comply with the federal guidelines outlined in the OCFO Financial Guide, as applicable. The Financial Guide can be accessed at <http://www.ojp.usdoj.gov/financialguide/>.

APPENDIX A – SERVICE AGREEMENT

*The following service agreement must be signed **and submitted with the application agreeing to the terms and conditions of continued employment.***

**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

APPENDIX B – PROOF OF EMPLOYMENT FORM

This form will need to be submitted each quarter by approved recipients as proof of continued employment as an eligible prosecutor or public defender.

Fax to (402) 471-2837

**Attach Statement Due Sheet from lending institution as well for proof of loan payment information*

**Nebraska Crime Commission
JOHN R. JUSTICE (JRJ) PROGRAM
PROOF OF EMPLOYMENT FORM**

MONTH & YEAR:	
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RECIPIENT NAME:	
CONTRACT NUMBER:	

SECTION A: EMPLOYMENT INFORMATION
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Employer Name: _____

Supervisor Name: _____ **Title:** _____

Supervisor Telephone #: _____ **Supervisor Fax #:** _____

Supervisor Email: _____

SECTION B: EMPLOYMENT SERVICE

Position Title: _____

Hire Date: _____ **Position Status:** _____

SECTION C: CERTIFICATION

I certify that all information provide above is true and accurate as of this date. I acknowledge that falsified information could result in the termination of such contract under the JRJ Program.

Applicant Signature: _____ **Date:** _____

I certify this individual is a current employee of the above referenced agency and that all information provided is true and accurate as of this date.

Supervisor Signature: _____ **Date:** _____

Attach Statement Due Sheet from lending institution as well for proof of loan payment information.

APPENDIX C – JRJ CHANGE OF INFORMATION FORM

This form must be submitted if the Recipient of JRJ funds experiences a program change as outlined in the Certified Assurances.

**JOHN R. JUSTICE (JRJ) PROGRAM
Change of Information Form**

Beneficiary Name: _____

Contract Number: _____

Please complete only the sections with applicable changes from your approved contract:

BENEFICIARY INFORMATION:

Mailing/Street Address: _____

City/State/Zip Code: _____

E-Mail Address: _____

LOAN INSTITUTION INFORMATION:

Name: _____

Federal Tax ID #: _____ DUNS #: _____

Mailing/Street Address: _____

City/State/Zip Code: _____

Contact Person: _____

Telephone: _____ Fax: _____

EMPLOYMENT INFORMATION:

Employer's Name: _____

Mailing/Street Address: _____

City/State/Zip Code: _____

Supervisor's Name & Title: _____

Telephone: _____ Fax: _____

E-Mail Address: _____

Other Changes:

Include any other changes not identified above for which NCC should be notified.

For changes in job descriptions, position status, etc, please attach appropriate documentation.

Signature: _____ Date: _____