

Government of the District of Columbia
Executive Office of the Mayor
Office of Justice Grants Administration and Victim Services
1350 Pennsylvania Avenue, NW Suite 407
Washington D.C. 20004



REQUEST FOR APPLICATIONS

RFA # 2014-01

John R. Justice Program

Released: February 5, 2014

Applications Due: **April 7, 2014 by 12:00 PM**

Late applications will not be accepted

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The Executive Office of the Mayor (EOM) of the Government of the District of Columbia reserves the right to, without prior notice, reduce or cancel one or more programs listed in this Request for Applications (RFA), reject all applications, adjust total funds available, or cancel the RFA in part or whole. Funding levels in the respective program areas and budget amount in the, if awarded, sub grant agreement or Memorandum of Understanding, are contingent on continued federal funding, sub grantee performance, and/or reduction, elimination, or reallocation of federal funds by the United States Congress and/or the US Department of Justice, and in accordance with applicable sections within the sub grant award and/or agreement.

DISTRICT OF COLUMBIA JOHN R. JUSTICE PROGRAM

2014 REQUEST FOR APPLICATIONS

Completed applications should be submitted to elizabeth.krauss@dc.gov by **12:00 PM on Monday, April 7, 2014.**

Neither the Bureau of Justice Assistance, nor Justice Grants Administration, provides legal advice on tax issues. Information regarding tax issues is provided for informational purposes only. Beneficiaries of John R. Justice Student Loan Repayment Program benefits remain responsible for, and should consult with their tax advisors for advice on, any tax obligations resulting from benefits paid on their behalf.

More information on the taxable nature of awards received from the John R. Justice Student Loan Repayment Program is available on the BJA website at: https://www.bja.gov/ProgramDetails.aspx?Program_ID=65

Program Description

The Government of the District of Columbia, Justice Grants Administration (JGA) announces the John R. Justice (JRJ) Program. The JRJ Program funds will support repayment of *eligible* student loans for *eligible* prosecutors and *eligible* public defenders in the District of Columbia. Applicants will be awarded loan repayment assistance based on their eligibility, provided the applicant is in good standing with their employer and signs a three-year service agreement. The purpose of the program is to encourage qualified attorneys to choose careers as prosecutors and public defenders and to continue in that service.

Amount of Program Funding and Benefit Amount

\$46,207.80 in John R. Justice funds are available for loan assistance in FY14. One half of the funds will be awarded to prosecutors working with the OAG (\$23,103.90) and one half of the funds will be awarded to the Public Defender Service of DC.

****Awardees are required to sign a service agreement, committing to three (3) years of service with their agency. Failure to fulfill the service agreement will result in the awardee's name being submitted to the Department of Justice for recovery of the funds.****

Eligible Employment

Full-time employees (at least 75% of a 40 hour work week) with the Office of the Attorney General (OAG) who are prosecuting criminal and juvenile delinquency cases and/or prosecuting criminal violations of Civil Protective Orders (CPO) as well as individuals who are full-time employees (at least 75% of a 40 hour work week) with the Public Defender Service of the District of Columbia or a full-time federal defender attorney in a defender organization pursuant to Subsection (g) of section 3006A of Title 18, United States Code who defend criminal and juvenile delinquency cases are eligible for the program.

Eligible employment includes employment with (1) the Office of the Attorney General for the District of Columbia, specifically a division that prosecutes criminal and/or juvenile delinquency cases or prosecutes violations of Civil Protective Orders (CPO); (2) the Public Defender Service for the District of Columbia; or (3) the

Public Defender Service for the District of Columbia or other defender organization established pursuant to 18 USC 3006A that provides legal representation to indigent persons in criminal or juvenile delinquency cases; or (4) a nonprofit organization operating under a contract with the District of Columbia, specifically in a position devoted substantially full-time to providing legal representation to indigent persons in criminal or juvenile delinquency cases.

Eligible Student Loans

The following loans are eligible for repayment with JRJ funds:

- (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).

The following loans are ineligible for repayment with JRJ funds:

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

Applicants who have consolidated their qualifying loans with ineligible loans need to provide documentation showing the dollar amount of eligible loans and ineligible loans held at the time of consolidation and calculate what percentage of the new combined loan is attributable to each loan program. Likewise, applicants who have consolidated their qualifying loans with a partner's loans need to provide documentation showing the dollar amount each party held at the time of consolidation and calculate what percentage of the new combined loan is attributable to each person.

Selection of Beneficiaries

By the terms of the federal program, the total amount of benefits funded with JRJ funding will be divided equally between eligible prosecutors and eligible public defenders. The amount of individual awards will be divided equally among the awardees, up to a possible 15awardees in each category of service.

The amount awarded to each individual awardee will be at least \$1,500, but may not exceed \$10,000.

Beneficiaries will be ranked on the following factors:

- (1) Prior participation in JR Justice Program (Applicants who participated in the JR justice program in previous years will receive priority points.)
- (2) Educational debt to income ratio (Applicants may include spousal educational debt, as well as ineligible loans in this calculation.)
- (3) Strength of supervisor recommendation (Applicants with strong supervisor recommendation will receive priority points.)
- (4) Number of dependents (Applicants with more dependants will receive priority points.)

Service Agreement

Attorneys selected to receive assistance must sign a service agreement with the U.S. Department of Justice. The service agreement obligates a beneficiary of 2013 JRJ funds to “remain employed as a prosecutor or public defender for a period of not less than three years (36 months), to begin on the date that the grantee accepts the loan, unless involuntarily separated from employment.”

Benefits Distribution

The District of Columbia JRJ Program will pay the awarded benefits to the lender of the beneficiary's loan(s). The amount paid will not exceed \$10,000 or the qualifying loan balance, whichever is greater. The District of Columbia JRJ Program will not be held responsible for any late fees assessed by the lending institution. If the beneficiary has more than one eligible loan, he or she will indicate on the application the loan to which the District of Columbia JRJ Program should make the payment.

Instructions

A complete application package will include:

- (1) Application Form
- (2) Employment Verification Form
- (3) Loan Verification Form, including a recent (within the last 30 days) statement for the loan that the applicant wishes to be paid
- (4) Service Agreement

For each of the Forms included in document (Required Items 1-5), please use the fillable type option on the PDF or print neatly. Original signature is required on the final application.

*Please note an employer must fill out the bottom portion of the Employment Verification Form and give back to you for inclusion with the package.

Please scan completed and signed forms into a PDF document and email to elizabeth.krauss@dc.gov by **12:00 PM on Monday, April 7, 2014**

Technical Assistance

The JR Justice State Administrator and an Office of Justice Grants Administration and Victim Services will be available to provide technical assistance on the application process to those applicants or potential applicants who feel that they might benefit from the assistance. Technical assistance may be obtained by emailing Cortney Fisher at cortney.fisher@dc.gov or Elizabeth Krauss at Elizabeth.krauss@dc.gov.

**DISTRICT OF COLUMBIA JOHN R. JUSTICE PROGRAM
FY 2014 APPLICATION FORM**

Section A – Certification

I understand that an **application package** will not be considered complete unless the following documents are submitted:

- (1) **Section A – Certification Form:** Read and sign the *District of Columbia JRJ Program FY2014 Certification* form.
- (2) **Section B – Applicant Information Form:** Complete and sign the *District of Columbia JRJ Program FY2014 Applicant Information* form
- (3) **Section C – Educational Debt Information:** Complete and sign the *District of Columbia JRJ FY2014 Educational Debt Information* form.
- (4) **Section D – Employment Verification Form:** Complete the top portion of the *Employment Verification* form and have your employer complete the lower portion of the form.
- (5) **Section E – Loan Verification Form:** There should be one Loan Verification Form completed, i.e. a Loan Verification form for the loan that the applicant wants the District of Columbia JRJ Program to repay.
- (6) **Service Agreement:** Complete and sign the John R. Justice Student Loan Repayment Program (JRJSLRP) Service Agreement.

I understand that the full application packet must be received by **Monday, April 7, 2014 at 12:00 pm.**

All the information on this application is true and complete to the best of my knowledge. If asked by the District of Columbia JRJ Program, I will provide proof of the information I have given on this application. I acknowledge that falsified information could result in the denial of my application or termination of an award under the JRJ Program.

Further, I acknowledge that false statements or claims made in connection with this award may result in fines, imprisonment, and disbarment from participating in federal grants or contracts, and/or other remedy available by law.

Signature of Applicant

Date

Section B - Applicant Information Form

Name: _____

Employment Information

Employment Organization: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____

Email: _____

Supervisor Information

Supervisor Name: _____

Supervisor Title: _____

Supervisor Phone: _____

Supervisor Email: _____

Personal Employment Information

Position Title: _____

Date of Hire: _____

Hours per Week Employed: _____

Years of Service*: _____

**Years of Service includes employment with (1) the Office of the Attorney General for the District of Columbia, specifically a division that prosecutes criminal and/or juvenile delinquency cases; (2) the Public Defender Service of the District of Columbia; (3) the Federal Public Defender for the District of Columbia or other defender organization established pursuant to 18 USC 3006A that provides legal representation to indigent persons in criminal or juvenile delinquency cases; or (4) a nonprofit organization operating under a contract with the District of Columbia, specifically in a position devoted substantially full-time to providing legal representation to indigent persons in criminal or juvenile delinquency cases.*

Personal Information

Home Address: _____

City: _____ State: _____ Zip: _____

Phone: _____

Phone (other): _____

Email: _____

Marital or Domestic Partnership Status (circle one):

Single Married Divorced

Separated Domestic Partnership

Widowed Other: _____

Number of Dependents*: _____

**Number of dependants is defined by the IRS. Do not include yourself or spouse or domestic partner.*

2012 Adjusted Gross Income (AGI):

\$ _____

Total Household Educational Debt (as of 12.31.13):

\$ _____

Educational Information

Institution Conferring Law Degree:

Year degree earned: _____

Licensure

Are you licensed to practice law?

___ Yes ___ No

State(s) and license number(s) in which you are licensed:

State: _____ License #: _____

State: _____ License #: _____

Section C - Educational Debt

In the third column of each row, you must indicate the eligible loan programs of which your loan is a part. Failure to indicate which type of loan you owe will result in that loan becoming ineligible for repayment assistance.

The following loans are eligible for repayment with JRJ funds:

- (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).

***NOTE:** If you are listing a consolidation loan, you need to attach a bank statement which indicates the specific information about which loans were consolidated.*

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

LENDER/SERVICER	OUTSTANDING BALANCE ON LOAN	ELIGIBLE LOAN PROGRAM
Ineligible loans and/or spousal loans		

NOTE: If you would like your ineligible educational loans and/or your partner's educational debt included in the calculation of your educational debt to income ratio, you may add those loans in the bottom half of the table above. If you wish that additional loans be considered, you need to include a recent bank statement for each loan that you are submitting for consideration.

Section D — Employment Verification

Section D.1: Release (to be completed by applicant)

Last Name: _____ First Name: _____ MI: _____

Home Address: _____

City: _____ State: _____ Zip Code: _____

I authorize my employer to provide the employment information requested by the District of Columbia JRJ Program.

Applicant's Signature

Date

Section D.2: Employment (to be completed by employer)

The above named employee has applied for benefits from the District of Columbia JRJ Program. Please complete the following section and return this form to the applicant.

Job Title of Employee: _____ Date of Hire: _____

Is the applicant employed full-time (not less than 75 percent of a 40 hour work week?) ____Yes ____No

The applicant is (check one):

- ☐ An employee of a the Office of the Attorney General for the District of Columbia prosecuting criminal or juvenile delinquency cases, which can include supervision, education, or training of other persons prosecuting such cases.
- ☐ An employee of the Public Defender Service for the District of Columbia providing legal representation to indigent persons in criminal or juvenile delinquency cases, which can include supervision, education, or training of other persons providing such representation.
- ☐ An employee of the Federal Public Defender for the District of Columbia or other 18 USC 3006A defender organization providing legal representation to indigent persons in criminal or juvenile delinquency cases.
- ☐ An employee of a non-profit organization operating under a contract with a District of Columbia agency who devotes substantially all of his/her full-time employment to providing legal representation to indigent persons in criminal or juvenile delinquency cases, which can include supervision, education, or training of other persons providing such representation.

Office location of employee: _____ Current Annual Salary: _____

Please rank the candidate based on the following areas:

	Poor 0	Fair 1	Good 2	Very Good 3	Excellent 4	No Ability to Measure 0
Quality of work						
Likelihood of pursue a significant career in this field						
Commitment to the community						

Has the candidate had any negative employment issues? 0 Yes 1 No

If you checked yes the above question, please explain. _____

If given the opportunity, would you re-employ this candidate? 1 Yes 0 No

Any additional comments?

I certify that the information provided above is true and complete to the best of my knowledge and that the applicant meets the District of Columbia JRJ Program eligibility definition of prosecutor or public defender.

****** I also certify that the employee is currently in good standing, which includes not being on probation for poor performance at the time of the application and not being the subject of a disciplinary action in the year prior to application.

Signature of Authorized Official

Date

Printed name: _____

Title: _____

Telephone number: _____

E-mail: _____

**** Definition of Prosecutor** – A full-time employee of a state or unit of local government (including tribal government) who is continually licensed to practice law and prosecutes criminal or juvenile delinquency cases or prosecutes criminal violations of Civil Protective Orders (CPO) at the state or unit of local government level (including supervision, education, or training of other persons prosecuting such cases). 42 U.S.C. §3797cc-21(b)(1).

**** Definition of Public Defender** – An attorney who is continually licensed to practice law and is a full-time employee of a state or unit of local government (including tribal government) who provides legal representation to indigent persons in criminal or juvenile delinquency cases including supervision, education, or training of other persons providing such representation; is 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 employed as a full-time federal defender attorney in a defender organization pursuant to Subsection)(g) of section 3006A of Title 18, United States Code, that provides legal representation to indigent persons in criminal or juvenile delinquency cases. 42 U.S.C. §3797cc-21(b)(2).

Section E — Loan Verification

The applicant must submit a recent (within the past 30 days) account statement for each eligible educational loan *for which you are seeking repayment* and must complete the information below in full. If the account statement does not contain all the required information, the applicant may write it on the account statement.

Loans for which you are not seeking repayment, but which you would like included in the calculation of your debt to income ratio should be included in Section C only. A recent (within the past 90 days) bank statement should be included for each loan included in Section C as well.

Required Loan Information

	Loan #1	Loan #2	Loan #3
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.)			
Monthly Payment Amount			

Complete the release below to give permission to the District of Columbia JRJ Program to obtain additional information from all lenders of the above-listed loans.

Release (to be completed by applicant)

Last Name: _____ First Name: _____ MI: _____ DOB: ____/____/____

Permanent Mailing Address: _____

City: _____ State: _____ Zip Code: _____

I authorize the lenders indicated above to provide the loan information requested by the District of Columbia JRJ Program.

Applicant's Signature

Date

**John R. Justice Student Loan Repayment Program
Service Agreement**

NAME: _____

In consideration of the student loan repayment incentive for which I have been offered under 42 USC §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 from the date of this award (36 months) unless involuntarily separated from my employment.

In accordance with 42 USC §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 USC §3797cc-21(b)(1), 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 John R. Justice 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 John R. Justice funds 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 District of Columbia Justice Grants Administration 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 USC §3797cc-21(b)(3):

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

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

- (a) A loan made to the parents of a dependent student under section 1078-2 of Title 20.
 - (b) A Federal Direct PLUS Loan made to the parents of a dependent student.
 - (c) A loan made under section 1078-3 or 1087(e)(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 District of Columbia Justice Grants Administration, without delay, in writing, of any transfer to a new position or employing agency.
 5. I will notify the District of Columbia Justice Grants Administration, 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 District of Columbia Justice Grants Administration, without delay, in writing, of my status in default of any loan obligation with respect to a qualifying “student loan,” as defined in 42 USC §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 John R. Justice program, and that I am required to continue to make personal payments toward my qualifying loans to remain eligible for the John R. Justice program in the future. I understand that John R. Justice 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 USC §§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 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. 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 USC §3797cc-21. The purpose of the John R. Justice program 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 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, 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