Maryland Higher Education Commission
Office of Student Financial Assistance
6 North Liberty Street
Baltimore, MD. 21201
(410) 767-3300; (800) 974-1024
TTY for the Deaf - (800) 735-2258
www.mhec.maryland.gov
osfamail.mhec@maryland.gov

## MARYLAND JOHN R. JUSTICE GRANT PROGRAM Application

Award Year 2018-2019

Margaret Tawfik (410) 767-3238 margaret.tawfik@maryland.gov

Sect	tion A - Applicant Information	(Please print)	
1.	Social Security Number:		Date of birth:/
2.	Last name:	First name:	MI:
	Previous name under which records r	may be kept:	
3.	Permanent mailing address:		
	City:	State: MD Zip code:	County:
4.	Home phone:	Work ph	one:
5.	E-mail address:		
6.	Marital status: Unmarried Married Name of spouse:		
7.	Are you currently or will receive any other loan repayment assistance including from any loan forgiveness program during the period 7/1/2018 to 6/30/2019?YESNO.		
Sect	tion B - School Debt		
Title Title 1087	e 20(Federal Family Education Loan e 20 (William D. Ford Federal Direct	re made, insured, or guaranteed under p Program); A loan made under part C o et Loan and Federal Perkins Loans); A on Loans and Federal Direct Consolida	r D of Subchapter IV of chapter 28 of A loan made under section 1078-3 or
Lend	ler/Servicer:	_ Type of Loan	Balance:
Lend	ler/Servicer:	_ Type of Loan	Balance:

Lender/Servicer:\_\_\_\_\_\_ Type of Loan\_\_\_\_\_\_ Balance:\_\_\_\_\_

(Please add additional sheets if necessary)

Monthly student loan payment for all outstanding loans:\$

#### **Section C – Certification**

I understand that an application packet will not be considered <u>complete</u> until all the following completed documents are submitted:

- 1. **Application**: Complete and sign the 2018-2019 John R. Justice Grant Program Application form.
- 2. **Proof of Employment**: Complete the top portion of the *Employment Verification* form and have your employer completely fill out the lower portion of the form. Incomplete forms will be returned for completion.
- 3. **Proof of Loans**: Complete the top portion of the *Lender Verification* form for each loan and have your lender completely fill out the lower portion of the form. Recent account statements that contain all the pertinent loan information *and specifically indicate the type of loan which is eligible for this program* may be submitted instead of the lender verification form. Applicants will be contacted if documentation is not sufficient.
- 4. <u>Tax Return</u>: Photocopy of your (and your spouse's) <u>signed</u> 2018 Federal income tax return, if filed. <u>If you do not sign your tax return it will be considered incomplete this includes copies of tax returns which were <u>electronically filed</u>. If you were <u>not required</u> to file taxes, you must request verification of non-filing by calling the IRS at 1-800-829-1040.</u>

#### 5. Service Agreement:

- a. Appendix A: Complete and sign the John R. Justice Student Loan Repayment Program Service Agreement if this is your initial John R. Justice Grant Program Application.
- b. Appendix B: Complete and sign the John R. Justice Student Loan Repayment Program Service Agreement Acknowledgment of Benefit if you are in your 2<sup>nd</sup> or 3<sup>rd</sup> year of participating in the John R. Justice Grant Program.
- c. Appendix C: Complete and sign the John R. Justice Student Loan Repayment Program Service Agreement Secondary Term of Service if you have already completed a 3-year John R. Justice Grant Program service obligation and you are seeking an additional benefit.

All the information on this application is true and complete to the best of my (our) knowledge. If asked by the Office of Student Financial Assistance, I (we) will provide proof of the information I (we) have given on this application. By signing this application I acknowledge that if I am awarded through this program that the amount received is taxable income for the year that it is received and it is my responsibility to declare it on my income tax return.

Signature of applicant	Date	
Signature of applicant's spouse	 Date	

Application and supporting documents must be <u>received by the Office of Student Financial</u> <u>Assistance</u> on or before <u>April 1, 2019</u>.

Original copies must be mailed. Applications may not be faxed.

Complete and return application and all required documents to:

Maryland Higher Education Commission, Office of Student Financial Assistance

Attention: John R. Justice Grant Program

6 North Liberty Street, Baltimore, MD 21201

#### All Awards Are Subject To The Availability Of Funds

Maryland Higher Education Commission Office of Student Financial Assistance 6 North Liberty Street Baltimore, MD. 21201 (410) 767-3300; (800) 974-1024 TTY for the Deaf - (800) 735-2258 www.mhec.maryland.gov

#### MARYLAND JOHN R. JUSTICE GRANT PROGRAM

Employment Verification Award Year 2018-2019

Margaret Tawfik (410) 767-3128 margaret.tawfik@maryland.gov

### osfamail.mhec@maryland.gov (To be completed by the applicant) **Section A - Release** Social Security Number: \_\_\_\_ - \_\_\_ - \_\_\_ Date of birth: \_\_\_\_/\_\_\_ Last name: First name: MI: Address: City: \_\_\_\_\_ State: \_\_\_\_ Zip code: \_\_\_\_\_ I authorize my employer to provide the employment information the Office of Student Financial Assistance requested. Applicant's signature Date **Section B - Employment** (To be completed by employer) The above named employee has applied for the John R. Justice Grant Program with the Office of Student Financial Assistance. Please complete the following section and return it to the employee. Employer Type & Field (check one): \_\_\_\_ State Prosecutor \_\_\_\_ State Public Defender \_\_\_\_ Federal Public Defender Job title of employee: Annual Salary: Name of organization: Address: City: State: MD Zip Code: County: I certify that the information provided above is true and complete to the best of my knowledge and the applicant meets the definition of an eligible prosecutor or public defender for assistance under the John R. Justice Grant program. Signature of Employer Date Printed name:

**Note:** If employer is a nonprofit organization, please enclose copy of the verification under Section 501 (c) (3) or (4) of the Internal Revenue Code of 1986.

Telephone Number:( )

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osfamail.mhec@maryland.gov

#### MARYLAND JOHN R. JUSTICE GRANT PROGRAM

Lender Verification Award Year 2018-2019

Margaret Tawfik (410) 767-3128 margaret.tawfik@maryland.gov

**Note:** This form must be completed for <u>each</u> of your loans listed in Part A of the application. Make as many copies as necessary.

Section A - Release (To be co	ompleted by the <u>applicant</u> )			
Social Security Number:		Date of birth:	/	/
Last name:	First name	:		MI:
Address:				
City:		State:	Zip code:	
I authorize my lender,Assistance.	, to provide the lo	oan information requested by th	e Office of Student	Financial
Applicant's signature		Date		
Section B - (To be comple	eted by the <u>lender</u> )			
Type of Loan (Please see types of	eligible loans listed below)		Account Number	er
or 1087e(g) of Title 20 (Federal \$	rd Federal Direct Loan and Federal Consolidation Loans and Federal This loan is: Current	eral Direct Consolidation lo		tion 1078-3
Outstanding balance				
Name of lender or servicer		Federal I.D. number of l	ender or servicer	
Address of lender or servicer	_	City	State	Zip code
I certify that the information provide	ded above is true and complete to the	best of my knowledge.		
Signature of official				
D		Date		
Printed name of official		Date Title of official		

Please return to the applicant at the above address. If form is faxed, original must be mailed.

#### Appendix A

#### U.S. Department of Justice 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 21availability 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.

The Bureau of Justice Assistance does not provide legal advice on possible tax obligations resulting from receipt of JRJ benefits. The following is provided for informational purposes only. Beneficiaries of JRJ Student Loan Repayment Program benefits remain personally responsible for, and should consult with their tax advisors for advice on, any tax obligations resulting from benefits paid on their behalf.

As a courtesy to JRJ beneficiaries and state administering agencies, BJA has requested information from the Internal Revenue Service (IRS) that may be helpful to beneficiaries and JRJ state administering agencies (SAAs) in determining tax consequences of JRJ benefits. The IRS provided a response to that request and a copy of both the inquiry and response are available on our web site at: <a href="www.bja.gov/ProgramDetails.aspx?Program\_ID=65">www.bja.gov/ProgramDetails.aspx?Program\_ID=65</a>.

- 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.

# Appendix B U.S. Department of Justice John R. Justice Student Loan Repayment Program (JRJSLRP) Service Agreement Acknowledgment of Benefit

l,	, hereby acknowledge the following:
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.
from recei IRJ Stude with their As a court	au of Justice Assistance does not provide legal advice on possible tax obligations resulting ipt of JRJ benefits. The following is provided for informational purposes only. Beneficiaries of ent Loan Repayment Program benefits remain personally responsible for, and should consult tax advisors for advice on, any tax obligations resulting from benefits paid on their behalf.  The test to JRJ beneficiaries and state administering agencies, BJA has requested information from the devenue Service (IRS) that may be helpful to beneficiaries and JRJ state administering agencies
(SAAs) in copy of bo	determining tax consequences of JRJ benefits. The IRS provided a response to that request and a oth the inquiry and response are available on our web site at:  gov/ProgramDetails.aspx?Program_ID=65.
SIGNATU	JRE DATE

#### 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—

- (C) is continually licensed to practice law; and
- (D) 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—

- (C) is continually licensed to practice law; and
- (D) is—
  - (iv) 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);
  - (v) 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
  - (vi) 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):

- (4) A loan made, insured, or guaranteed under part B of subchapter IV of chapter 28 of Title 20;
- (5) A loan made under part C or D of subchapter IV of chapter 28 of Title 20; and
- (6) 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:

- (4) A loan made to the parents of a dependent student under section 1078-2 of Title 20.
- (5) A Federal Direct PLUS Loan made to the parents of a dependent student.
- (6) 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 JRSJLRP 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.

The Bureau of Justice Assistance does not provide legal advice on possible tax obligations resulting from receipt of JRJ benefits. The following is provided for informational purposes only. Beneficiaries of JRJ Student Loan Repayment Program benefits remain personally responsible for, and should consult with their tax advisors for advice on, any tax obligations resulting from benefits paid on their behalf.

As a courtesy to JRJ beneficiaries and state administering agencies, BJA has requested information from the Internal Revenue Service (IRS) that may be helpful to beneficiaries and JRJ state administering agencies (SAAs) in determining tax consequences of JRJ benefits. The IRS provided a response to that request and a copy of both the inquiry and response are available on our web site at: www.bia.gov/ProgramDetails.aspx?Program ID=65.

#### 11. I understand that, by law, repayment benefits made on my behalf cannot exceed

\$10,000 in any calendar year or an aggregate total of \$60,000. This limitation should not, under any circumstances, be construed as an obligation of said benefits. This agreement may be modified by the parties, subject to the limitations of 42 U.S.C.

§3797cc-21(d) and (e), to provide additional loan repayment benefits without the need for an entirely new agreement. Such modifications include, but are not limited to, the possibility of payment increases, or the extension of benefits beyond the initial three- year service obligation, in consideration for additional service commitment by the beneficiary, based upon terms to be determined by the parties.

- 12. Periods of leave without pay, or other periods during which I am not in a pay status do not count toward the completion of the required service period upon reemployment. The service completion date must be extended by the total time spent in non-pay status. However, absence because of uniformed service in a recognized branch of the United States military, authorized maternity/paternity, FMLA, or due to compensable injury is considered creditable (within the sole discretion of the Director of BJA) toward the required service period upon reemployment.
- 13. This agreement is null and void if I am not selected for JRJSLRP in the year I sign and date this agreement.

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