



KANSAS GOVERNOR'S GRANTS PROGRAM

Federal John R. Justice Grant Program

2021 Grant Solicitation

APPLICATION DEADLINE:

Postmarked by November 30, 2020

**Kansas Governor's Grants Program
Landon State Office Building, Room 304 North
900 SW Jackson Street
Topeka, KS 66612-1220**

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JOHN R. JUSTICE (JRJ) GRANT PROGRAM

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JRJ Grant Application Checklist

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

- Applicant Information Form
- Employment Information Form
- Income Information Worksheet
- Asset Worksheet
- Loan Indebtedness Worksheet
- Certified Assurances
- NSLDS Documents
- Program Narrative
- Service Agreement – select the version applicable to applicant

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 application?

APPLICATION DEADLINE:

Applications must be postmarked on or before November 30, 2020.

Mailing Address:

Kansas Governor's Grants Program
Landon State Office Building, Room 304N
900 SW Jackson Street
Topeka, KS 66612-1220

PROGRAM GUIDELINES

JOHN R. JUSTICE (JRJ) GRANT PROGRAM

CFDA #16.816

INTRODUCTION

The John R. Justice (JRJ) Grant Program is administered by the U.S. Department of Justice, Bureau of Justice Assistance (BJA), and the Kansas Governor's Grants Program (KGGP) is the State Administering Agency (SAA). BJA awards 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 Grant Program is 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 government 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 every day to ensure that our communities are protected, the rule of law is upheld, and the rights of citizens are safeguarded. Student loan debt is consistently cited as the overwhelming reason why attorneys decline or leave positions as government prosecutors and public defenders.

The JRJ Grant Program provides loan repayment assistance for local, state, and federal government public defenders and local and state government 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.

Eligible applicants should also consider other loan repayment assistance programs (LRAPs), including but not limited to:

- Income-Based Repayment (IBR) plans;
- <http://www.finaid.org/loans/ibr.phtml>
- Public Service Loan Forgiveness (PSLF); and
- <http://www.finaid.org/loans/publicservice.phtml>
- Other LRAPs that may apply.

STATE FUNDING ALLOCATION

The Federal Bureau of Justice Statistics calculated a minimum base allocation for each state, territory, and the District of Columbia. This minimum base allocation is then enhanced by an amount proportional to each state's share of the national population.

Kansas has \$32,514 available to award for the 2021 grant period. A maximum of \$16,257 will be allocated to prosecutors and a maximum of \$16,257 will be allocated to public defenders.

State agencies administering the JRJ Grant Program must ensure that funding for local repayment is allocated equally between prosecutors and public defenders. Therefore, the KGGP 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 awards administered by the KGGP 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. Likewise, attorneys who handle an exclusively civil caseload 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 in Kansas.

NOTE: Attorneys who are in private practice and not a full-time employee of a nonprofit 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. Elected prosecutors or public defenders are ineligible for the JRJ grant program.

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 eligibility criteria, 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; and
- 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); and
- 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 beneficiaries will be required to submit a signed agreement 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 employment. All applicants must sign and submit the Service Agreement. Signing the Agreement does not guarantee JRJ funds will be awarded. The period of service begins with the effective date of the first JRJ award made to the beneficiary.

A beneficiary that completed their 36th or more month of eligible service in calendar year 2020 may apply for additional JRJ benefits by agreeing to commit to an additional one year (12 months) of service obligation in exchange for those additional benefits.

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

A beneficiary of funds may change employers within the designated three years but must remain employed as a qualifying government prosecutor or public defender to continue receiving benefits and to satisfy the service agreement. The KGGP must be notified of any change in employment by submitting the *JRJ Change of Information Form*, within 10 business days from the effective date of such change. Such change may be subject to approval.

The beneficiary is allowed a reasonable break in service when changing employers, not to exceed 60 days. A break in service exceeding 60 days is subject to review by the KGGP and may result in the termination of the award unless there are extenuating circumstances. Periods of leave without pay, or other periods in which the

beneficiary 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 KGGP) toward the required service period upon re-employment.

DEFAULT OF SERVICE AGREEMENT / 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 the U.S. Department of Justice for the full amount of any student loan repayments made under this program. The return of funds is not determined on a pro-rata calculation.

AWARD PERIOD

The 2021 JRJ award period for approved beneficiaries is dependent upon the number of previous JRJ awards received. JRJ recipients must 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 employment. The period of service begins with the effective date of the *first* JRJ award made to the beneficiary.

A beneficiary that completed their 36th or more month of eligible service in calendar year 2020 may apply for additional JRJ benefits by agreeing to commit to an additional one year (12 months) of service obligation in exchange for those additional benefits.

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 the KGGP to renew a benefit or to renew such benefit in the same (or greater) amount previously received by a beneficiary.

Funding for subsequent award periods is subject to availability of funds and federal re-appropriation of such monies under the JRJ Grant 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.

The KGGP will disperse payments to the lending institution in one or two installments a year depending on the awarded date of the grant award.

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 U. S. Department of Justice nor the KGGP will be held responsible for any late fees assessed by the lending institution. Therefore, the recipient will be responsible to ensure the payment is paid in full and in a timely manner, especially if the payment is due on or before the KGGP issues 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. Applicants should consult with the U.S. Department of Education to learn how receipt of JRJ benefits may affect awards through the Public Service Student Loan Forgiveness Program. Law school, state-based, and employer-based Loan Repayment Assistance Programs (LRAPs) have individual policies regarding the effect of receiving benefits from other LRAPs (which may include JRJ benefits). Applicants are encouraged to contact the LRAP administrators of the programs they participate in to determine whether JRJ benefits influence eligibility or award amount.

The maximum annual award amount for FY2021 in Kansas is \$5,000. This amount may be increased if funds remain after awarding up to \$5,000 to all eligible applicants in the respective category.

REPORTING REQUIREMENTS

Recipients of JRJ funds will be required to submit a Proof of Employment Form by the 10th day following the end of a calendar quarter (*or the following business day if the 10th falls on a holiday or weekend*) in order to initiate assisted payments on their student loan and verify continued qualifying employment to satisfy the service agreement.

PERFORMANCE METRICS

The KGGP is required to complete quarterly performance metric reports as a means to evaluate the JRJ grant program. This data is collected during the application and award process and therefore should be readily available.

In addition, however, the KGGP is required to annually evaluate the overall program and award of funds based on feedback from each recipient. This information will be collected with an annual survey due January 10th.

KANSAS GOVERNOR'S GRANTS PROGRAM CONTACTS

Any questions regarding the application for funding or the administration of the award may be directed to:

Kim Gerety, Grants Specialist II

kim.gerety@ks.gov

Voice: 785-368-6620

Fax: 785-291-3204

APPLICATION GUIDELINES

APPLICATION FORMS and DOCUMENTS

All required application forms must be complete, typewritten, and submitted by the due date for consideration. The fillable forms are attached to this application packet. Applicants will not be notified if their application is deficient in information. Please refer to the Application Checklist on page four of this solicitation to ensure all documents are submitted and the application is assembled in the requested order.

The required application forms are as follows:

1. Applicant Information Form
2. Employment Information Form
3. Income Information Worksheet
4. Asset Worksheet
5. Loan Indebtedness Worksheet
6. Certified Assurances

In addition, 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 for 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 ED programs. Applicants can access this document at https://nsldsfa.ed.gov/nslds_FAP/. This site displays information on loan and/or grant amounts, outstanding balances, loan status, and disbursements.

In order to use the NSLDS Student Access website, you 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. Program Narrative

Applicants must submit a narrative with any relevant information not included elsewhere in the application that he/she would like to have taken into consideration by the review panel. The program narrative must be double-spaced, using a standard 12-point font, Times New Roman, with 1-inch margins and must not exceed one page. In addition, the applicant may want to include employee evaluations to show commitment and meritorious service.

3. Service Agreement

Applicants must sign and submit the Service Agreement. The agreement states that, if JRJ funds are awarded, the applicant agrees to remain employed as an eligible prosecutor or public defender for three years, or for an additional year if the beneficiary reached their 36th or more month of employment during 2020.

Three versions of the Service Agreement are appended to this solicitation. The applicant must review and select the proper Service Agreement determined by the number of years the applicant has received JRJ grant funds.

APPLICATION PROCESS

Applications must be postmarked on or before November 30, 2020.

Completed and properly signed application should be submitted as follows:

Mailing Address:

Kansas Governor's Grants Program
Landon State Office Building, Room 304N
900 SW Jackson Street
Topeka, KS 66612-1220

APPLICATION REVIEW PROCESS

All applications postmarked by the above deadline will be accepted by the KGGP for consideration. The KGGP staff will review all applications. The KGGP staff will screen applications to ensure beneficiary and loan eligibility and then prioritize eligible beneficiaries who have the least ability to repay their loans. The KGGP may use outside reviewers to help determine recipients for the JRJ funds. Criteria used to determine the 'least ability to repay' may include, but shall not be limited to:

- Amount of qualifying loan debt
- Income, debt, and loan data as requested on the application
- Geographic location and cost of living in that location
- Meritorious service (i.e. high mark job evaluations), to be included in the program narrative

Following the review process, applicants will be notified by email of award decisions. All decisions are final and there is not an appeal process.

The KGGP only uses the personal information provided by applicants to determine their eligibility for assistance and, in the event an applicant is selected, to arrange payments to lenders. The KGGP does not otherwise disclose or disseminate the information. Personal information of applicants not receiving an award is destroyed within a month after the awards are released.

FINANCIAL & ADMINISTRATIVE GUIDELINES

AWARD AND ACCEPTANCE

A. Award

After completion of the review process, an Award Document is formally awarded by the KGGP. This document identifies the Recipient, Award Period, Lending Institution Name, Total Award, Award Payment Amounts, and Award Number. If necessary, Special Conditions may be included that the Beneficiary shall meet if the award is accepted. All correspondence concerning the award shall refer to the designated Award Number shown on the document.

B. Acceptance of Award

The Award Document constitutes an agreement between the KGGP and the Beneficiary for the award of federal funds for the intended purpose of the JRJ grant program. This agreement may be terminated

without further cause if the Beneficiary fails to affirm their acceptance of the award by signing and returning the award document to the KGGP **within 14 days** from the date of award. No federal funds shall be disbursed until the signed acceptance is received by the KGGP.

C. Promissory Note

Recipients of funds are required to sign and return a Promissory Note Agreement within 14 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 award. No federal funds shall be disbursed until the signed agreement is received by the KGGP. Failure to return the signed agreement may result in termination of the award.

REQUEST AND PAYMENT OF FUNDS

A. Request for Payment

Recipients of JRJ funds will be required to submit Employment Verification Form by the 10th day following the end of a calendar quarter (*or the following business day if the 10th falls on a weekend or holiday*) to initiate assisted payments on their student loan and verify continued qualifying employment to satisfy the terms of the recipient's current service agreement.

Failure to submit the required form by the due date may result in delay of payments. Neither the U.S. Department of Justice nor the KGGP will be held responsible for any late fees assessed by the lending institution. Consistent delinquency may result in cancellation of the award.

B. Payment Information

Funds can only be paid to the institution holding the qualifying loan. In accordance with 42 U.S.C. §3797cc-21(c), no funds may be paid directly to the beneficiary. Funds will be dispersed in one or two payments, unless stated otherwise. Payments made on behalf of approved beneficiary cannot exceed the total qualifying loan balance. The beneficiary remains responsible for any remaining payments or balances.

C. Payment Method

The KGGP disperses funds directly to the lending institution for the duration of the award period unless notified otherwise.

NOTIFICATION OF PROGRAM CHANGES

A. Program Changes

Recipients shall submit in writing on the *JRJ Change of Information Form* (attached) any program changes that the recipient experiences during the award period within 10 business days from the effective date of the change. Major program changes may be subject to approval from the KGGP. Program revisions include changes as outlined below:

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

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 KGGP and/or the U.S. Department of Justice if necessary and retained by the beneficiary for at least five 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 electronic format.

1. **Retention Period.** The five-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 started before the expiration of the five-year period, the records must be retained until completion of the action and resolution of all issues that arise from it or until the end of the regular five-year period, whichever is later.
2. **Maintenance.** Beneficiaries 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.

APPLICANT INFORMATION FORM

Applicant Name: _____

Type of Application: State or Local Prosecutor State Public Defender Federal Public Defender

Were you aware of the JRJ program prior to your current employment? Yes No

If yes, did the JRJ program affect your decision to apply for a government position? Yes No

Has the JRJ program affected your decision to remain employed with a government entity? Yes No

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:** _____

Home Telephone #: _____ **Work Telephone #** _____

Email Address: _____

Name of Law School: _____ **Attendance Dates:** _____

Additional School(s) Attended:

Name of Law School: _____ **Attendance Dates:** _____

Name of Law School: _____ **Attendance Dates:** _____

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 #: _____

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 denial of my grant request or termination of such contract if awarded funds under the JRJ Grant Program. I agree to provide additional verification of any information provided as requested.

Applicant Signature: _____ **Date:** _____

EMPLOYMENT INFORMATION FORM

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: _____

If Other, please specify: _____

SECTION B: EMPLOYMENT SERVICE
The following information shall determine the applicant's eligibility.

Position Title: _____ Hire Date: _____

Type of Work: _____

If Other, please specify: _____

Position Status: _____

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 Grant 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: _____

INCOME INFORMATION WORKSHEET

Applicant Name: _____

Marital Status: _____ **Number of Dependents*:** _____

**For purposes of this box, Applicant and spouse shall not be counted as dependents.*

Please report **estimated household** income for the period of January 1, 2020 through December 31, 2020.

Household Income

Gross Income \$ _____

Household Income

Net Income \$ _____

Overtime/Bonus/Commissions \$ _____

Total Interest Income \$ _____
(if more than \$500)

Total Dividend Income \$ _____
(if more than \$500)

Business Income \$ _____

Alimony Received \$ _____

Unemployment Compensation \$ _____

Rental Income \$ _____

Trust Fund Income \$ _____

Other Income (specify):
_____ \$ _____

_____ \$ _____

TOTAL = \$ _____

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 Grant Program. I agree to provide additional verification of any information provided as requested.

Applicant Signature: _____ **Date:** _____

ASSET WORKSHEET

Applicant Name: _____

Please report actual assets at this time.

	Household
Cash and Bank Accounts	\$ _____
Real Estate	\$ _____
Trust or Inheritance	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL =	\$ _____

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 Grant Program. I agree to provide additional verification of any information provided as requested.

Applicant Signature: _____ **Date:** _____

LOAN INDEBTEDNESS WORKSHEET

Applicant Name: _____

Use the information taken from your loan statement to complete the following section of the worksheet. This section shall provide information on the qualifying student loan for which the applicant is requesting assistance.

Lender: _____

Federal Tax ID #: _____

Type of Loan: _____

Principal Balance: \$ _____

Remaining Term of Loan:
(in months) _____

Monthly Payment: \$ _____

Monthly Payment Due Date: _____

Please report current debt amounts (student and non-student) not reported above.

Household Information

Total Other Educational Loan Debt: \$ _____

Total Other Debt: \$ _____

TOTAL GROSS DEBT = \$ _____

Loan Repayment Assistance/ Forgiveness Programs: \$ _____

TOTAL NET DEBT = \$ _____

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 Grant Program. I agree to provide additional verification of any information provided as requested.

Applicant 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, the applicant's personal student loan obligations.
2. **Release of Information:** The Applicant agrees to provide the appropriate documentation as requested by the KGGP 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 five (5) years following notification by the KGGP 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.
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 award period. Major program changes may be subject to approval from the KGGP. Program revisions include changes as outlined below:
 1. Change in contact information;
 2. Change in lending institution information;
 3. Change in employment information; or
 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 Grant Program and should consult with their tax advisors for advice on any tax obligations resulting from benefits paid on their behalf. The Bureau of Justice Assistance has requested information from the Internal Revenue Service (IRS) that may be helpful. This inquiry and the IRS response is available on BJA's website at https://www.bja.gov/ProgramDetails.aspx?Program_ID=65.
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 first award received, unless involuntarily separated from employment. If the Applicant has previously received JRJ awards and completed their 36th or more month of eligible service in calendar year 2020, he/she understands that the signed agreement will be to commit to an additional one year (12 months) of service obligation.
8. **Default on Contract:** The Applicant agrees that 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 U.S. Department of Justice 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 KGGP in the form of an *Award of Contract* document. The Applicant understands that such document must be signed and returned within 14 days of the award date. In addition, the recipient will be required to sign a Promissory Note, which acknowledges the recipient will repay the U.S. Department of Justice in the event he/she defaults on the contract and return the note to the KGGP within 14 days of the award date.

10. Termination of Contract: The KGGP 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 KGGP, become property of the State of Kansas.

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

**Kansas Governor's Grants Program
Federal John R. Justice Student Loan Repayment Program (JRJ)
Service Agreement**

For First-Time JRJ Applicants

NAME: _____

In consideration of the student loan repayment incentive for which I have been offered under 34 U.S.C. §10671, 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 34 U.S.C. §10671(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 34 U.S.C. §10671(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 their 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 JRJ 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 JRJ 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 JRJ 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 34 U.S.C. §10671(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 JRJ State administrative agency, without delay, in writing, of any transfer to a new position or employing agency, identifying myself as a JRJ beneficiary.
5. I will notify the designated JRJ 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 JRJ 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 34 U.S.C. §10671(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 JRJ, and that I am required to continue to make personal payments toward my qualifying loans to remain eligible for the JRJ in the future. I understand that JRJ 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 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 website at www.bja.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 34 U.S.C. §§ 10671(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, Family and Medical Leave Act leave, 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 JRJ 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 34 U.S.C. §10671. 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

**Kansas Governor's Grants Program
Federal John R. Justice Student Loan Repayment Program (JRJ)
Service Agreement**

**Acknowledgment of Benefit: JRJ Applicant Is Requesting JRJ Funds for Year Two or
Three of Initial Three-Year Commitment**

I, _____, hereby acknowledge the following:
NAME

1. I have personally executed a JRJ 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 JRJ 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 JRJ Service Agreement.
4. At the expiration of my term of obligated public service (as designated in the JRJ 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 JRJ benefits received on my behalf outside the terms and conditions of the JRJ Service Agreement to which I am now subject.

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 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 website at www.bja.gov/ProgramDetails.aspx?Program_ID=65.

SIGNATURE

DATE

**Kansas Governor's Grants Program
Federal John R. Justice Student Loan Repayment Program (JRJ)
Service Agreement**

**Term of Service: JRJ Applicants Have Completed Three or More Years of Service as a
JRJ Beneficiary and is Requesting an Additional 12 Month Commitment**

NAME: _____

In consideration of the student loan repayment incentive for which I may qualify under 34 U.S.C. §10671, 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 34 U.S.C. §10671(b)(1), the term "prosecutor" is understood to mean a full-time employee of a state or local government who—

(A) is continually licensed to practice law; and

(B) prosecutes criminal or juvenile delinquency cases at the state or local government level (including supervision, education, or training of other persons prosecuting such cases).

In accordance with 34 U.S.C. §10671(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 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 their 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 JRJ 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 JRJ 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 JRJ 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 34 U.S.C. §10671(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 JRJ State administrative agency, without delay, in writing, of any transfer to a new position or employing agency, identifying myself as a JRJ beneficiary.
5. I will notify the designated JRJ 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 JRJ 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 34 U.S.C. §10671(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 JRJ, and that I am required to continue to make personal payments toward my qualifying loans to remain eligible for the JRJ in the future. I understand that JRJ 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 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 the BJA website at:
www.bja.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 34 U.S.C. §10671(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, Family Medical Leave Act leave, or due to compensable injury is considered creditable (within the sole discretion of the Director of BJA) toward the required service period upon reemployment.
13. This agreement is null and void if I am not selected for JRJSLRP in the year I sign and date this agreement.
14. Privacy Act Notification: This information is provided pursuant to the Privacy Act of 1974 (Public Law No. 94-579), as amended, for individuals supplying information for inclusion in a system of records. The authority for the collection of this information is

34 U.S.C. §10671. The purpose of the John R. Justice Loan Repayment for Prosecutors and Public Defenders statute is to encourage qualified individuals to enter and continue employment as prosecutors and public defenders. This Agreement and related data are made part of the file to be used within the Department of Justice for record-keeping and management while participating in the John R. Justice Student Loan Repayment program. The information also may be disclosed outside the Department, as permitted by the Privacy Act and Freedom of Information Act, to the Congress, the Internal Revenue Service, and pursuant to court order. You are asked to provide your Social Security Number. Please note that if you do not provide 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