

U.S. Army Judge Advocate Student Loan Repayment Program Application

Authority: Title 5, United States Code, Section 301, Title 10, United States Code, Sections 3013; Executive Order 9397, Title 37, United States Code, Sections 324

Principle Purpose(s): To specify and record the contractual agreements and obligations for participation in the U.S. Army Judge Advocate Student Loan Repayment Program (JASLRP) Contract as a part of the Judge Advocate Officer Incentives Program (JAOIP).

Routine Use(s): This form, when complete, will be permanently maintained in the officer's military personnel record as confirmation of contracting obligations. All uses of this form are internal to the U.S. Army.

Disclosure: Disclosure of the SSN and other personal information is voluntary. However, failure to provide the required information may result in denial of participation in the JAOIP.

1. Last Name: _____
2. First Name/Middle Initial: _____
3. SSN: _____
4. Current E-mail address: _____ .mil@mail.mil
5. Projected duty location: _____
6. a. Date accessed into the U.S. Army JAGC: _____
b. First Day of the Judge Advocate Officer Basic Course (JAOBC): _____
7. JAOBC Class Number: _____
8. Length of contracted initial JAGC Active Duty Service Obligation (ADSO): _____
9. Projected JAOBC graduation month/year (if applicable): _____
10. Source of Appointment in JAGC:
 ROTC Ed Delay Direct Commission
 Other: (e.g. RC to AC, branch transfer) _____
11. Today's Date: _____
12. Requesting officer must acknowledge each statement below by **INITIALING** in the

I did not participate in the Officer Menu of Incentive Programs for the Army Competitive Category.

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I have not been found guilty of a Uniform Code of Military Justice (UCMJ) violation as a commissioned officer.

I have not received a General Officer Memorandum of Reprimand (GOMOR) as a commissioned officer.

I am not pending administrative action under the UCMJ.

I currently meet Army height and weight standards IAW AR 600-9.

I understand that, if approved, this contract becomes valid and binding upon approval by The Judge Advocate General (TJAG) or her designee.

I understand that in order to participate in the JASLRP, I may not enroll in the Montgomery GI Bill (MGIB) and must disenroll if applicable unless my eligibility for the MGIB was established under a period of prior service. My decision to disenroll from MGIB will be irrevocable. I will not be able to establish eligibility for the MGIB at a later date if I disenroll or decline for any reason.

I understand, in accordance with Department of Defense Instruction 1341.13 Post-9/11 GI Bill, May 31, 2013, that by accepting JASLRP the first three years of service of my initial JA ADSO are not qualifying time towards the Post 9/11 GI Bill.

I understand that only certain loans qualify for JASLRP. Loans which qualify for this program include those which are made, insured, or guaranteed under Title IV, Part B (Federal Family Education Loan Program), Part D (William D. Ford Federal Student Loan Program), Part E (Federal Perkins Loans), and any loan incurred for educational purposes made by a lender that is – (1) an agency or instrumentality of a State; (2) a financial or credit institution (including an insurance company) that is subject to examination and supervision by an agency of the United States or any State; or (3) from a pension fund or a non-profit private entity (subject to case-by-case review/approval by Office of the Judge Advocate General (OTJAG) – Personnel, Plans, and Training Office (PPTO)). The loan must have been incurred prior to entering active duty.

I understand that the JASLRP will not repay any portion of my cumulative student loans that exceeds \$65,000.

I understand that payments made under JASLRP are taxable income in the year(s) that payments are made and that applicable federal and state taxes will be withheld by DFAS.

I understand that my annual payments cannot exceed \$21,668 and are established at 33 1/3% of the original unpaid principal balance as of my entry date into the JAGC, or \$1500.00, whichever is greater.

I understand that JASLRP payments are made in three equal annual installments after the anniversary of my entry date onto active duty in the JAGC.

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I understand that my eligibility for payments under the JASLRP expires upon the completion of my initial JA ADSO.

I understand I may be asked to provide loan information, i.e. promissory notes or loan statements that include loan disbursement date, loan type, and loan disbursement amount.

The applicant must fill in the following blocks identifying all applicable loans for JASLRP.

Lending Institution	Account Number of Loan	Original Amount of Loan	Current Unpaid Loan Principal

See Continuation Sheet

I understand that interest, even interest recapitalized into the principal, will not be repaid. I also understand that I will not be reimbursed for payments I make or have already made to my lenders.

I understand that my loans must not be in default and must remain in good standing. I understand the US Army cannot assume my loan and it is my responsibility to coordinate with my loan holder(s) regarding payment and forbearance matters.

I understand that if I separate from active duty, for any reason, prior to completing the JASLRP payment process, my JASLRP benefits will stop. I understand I must submit to OTJAG-PPTO a copy of my DD Form 214 (Certificate of Release or Discharge from Active Duty) (member copy 4) to determine if further payment would be authorized.

I understand that in order for the JASLRP payment cycle to begin on my student loans, I must first receive the JAOIP Form 1 from OTJAG-PPTO. I will then coordinate with and have my loan holders provide additional critical information on JAOIP Form 1 to OTJAG-PPTO.

I understand that I must promptly contact OTJAG-PPTO and inform them of any address change I have and/or whenever any of my loans are sold to another lender.

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I understand that if OTJAG-PPTO has not contacted me prior to the completion of my 10th month on active duty, it is my responsibility to contact PPTO at the number or address listed below:

OTJAG-PPTO (DAJA-PT), ATTN: Incentives Manager
2200 Army Pentagon, Washington, DC 20310-2200
(703) 545-2063

I understand that I must serve my entire initial JA ADSO in fulfillment of the requirements under 10 U.S.C. § 2171.

I understand that I am not eligible for the Critical Skills Accession Bonus, if offered. I will not receive both accession initiatives.

13. Acknowledgement/Statement of Understanding:

a. I understand the option selected above constitutes a voluntary and legally binding retention action. I will not be released from active duty before fulfilling the term of the ADSO agreed to in paragraph 13 above and also outlined in my agreement to access into the Regular Army JAGC.

b. I understand that I must maintain the highest levels of ethical, professional, and personal conduct; moral behavior; and legal proficiency. Acts that constitute a failure to adhere to these standards, as determined by TJAG, or her designee, may result in disqualification from or termination of the JASLRP.

c. I have been advised and understand that I must remain technically qualified in my current branch. I understand that I will be considered not technically qualified if I voluntarily or because of misconduct or negligence am precluded from performing my current or any future assignment in that branch. These actions may include, but are not limited to:

(1) I refuse to perform certain duties for which I volunteered prior to my accepting the incentive indicated and which are required for effective performance in the branch.

(2) Disciplinary action taken under the UCMJ or a civil court conviction disqualifies me for future performance in the branch.

(3) My own misconduct causes injury, illness, or some other condition that interferes with effective performance in the branch.

(4) Withdrawal of the minimum security clearance, or loss of any other mandatory qualification required for effective performance in the branch to include the maintenance of a status of good standing in at least one jurisdiction/licensing authority.

(5) Application for and receipt of conscientious objector status, so that I am no longer qualified in the branch.

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(6) Application for an acceptance of transfer to another Branch, Area of Concentration or Functional Area.

d. Requests for release from active duty or voluntary retirement with an effective date during the period of this agreement will be disapproved except where considered to be in the best interest of the Army. TJAG is the approving authority for these requests.

e. In the event of termination under subparagraphs b or c above, unearned JASLRP payments will be recouped by the government and shall be subject to the repayment provisions of section 303a(e), Title 37 U.S.C. based on the length of JASLRP active duty obligation actually served, unless the failure to complete the period of active duty specified in the agreement is due to:

(1) Death or disability that is not the result of misconduct or willful neglect and not incurred during a period of unauthorized absence or,

(2) Separation from the military service by operation of law or regulation of Department of Defense or the Army, when waiver for recoupment has been approved by the Secretary of the Army.

f. I understand that this agreement may be canceled by the Secretary of the Army, or his designee, at any time based on the needs of the Army.

g. I understand that the availability of my incentive is subject to change based on the requirements of the Army.

h. I understand that I accrue no right to an incentive solely by signing this contract. Upon approval of this contract, the Army will afford me, subject to availability, the option requested under the provisions of the above referenced program. In the event that the incentive I have indicated above is not available based on circumstances not under my control or due to lack of availability to the Army, this contract will become void.

14. I have read and understand the statements above and understand these statements are intended to constitute all the promises and guarantees concerning my participation in the JASLRP. No other (verbal or otherwise) promise or representation not contained in this agreement is valid or will be honored. I hereby state that I have not been promised anything other than what is written on this agreement and hereby waive any claim based upon any promise or representation not contained in this agreement.

Officer's Signature and Date: _____

Officer's Typed or Printed Name: _____

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15. I certify that this officer meets the eligibility requirements for the selected option, meets Army height and weight standards IAW AR 600-9, has not received an Article 15 under the UCMJ, has not received a GOMOR, is not pending any adverse action and is otherwise eligible to receive an incentive from JAOIP.

LTC (or higher) Judge Advocate in the requesting officer's JA supervisory chain.

Signature and date:

Typed or printed rank and name:

E-mail address: _____ .mil@mail.mil

16. Submit Completed Contract To: Office of The Judge Advocate General, ATTN: PPTO (Plans Br.), 2200 Army Pentagon, Washington, DC 20310-2200

----- **FOR OTJAG, PPTO USE** -----

17. Agreement of the Department of the Army (Completed by PPTO).

In consideration of the request by the officer as indicated by his/her signature above, the Department of the Army approves the request.

WILLIAM R. MARTIN
COL, JA
Chief, Personnel, Plans and
Training Office