



Service Payback Agreement **for Support and Training received from** **Indian Education Professional Development Program**

This Service Payback Agreement (the “Agreement”) is made between two parties:

Name of the Program Participant (“Participant”)

Name of the Grantee (“Grantee”)

Note: The Indian Education Professional Development (PD) Program is authorized as a Special Program under Section 6122 of Title VI, Part A, Subpart 2 of the Elementary and Secondary Education Act of 1965 (ESEA) as amended by the Every Student Succeeds Act of 2015 (ESSA). The assistance listing number is 84.299B and is codified under 20 U.S.C. 7442.

PRIVACY ACT NOTICE

The Privacy Act of 1974 (5 U.S.C. 552a) requires that the following notice be provided to you. The authority for collecting the requested information about the participant is section 6122 of the ESEA, as amended. We request the participant's information pertinent to the Indian Education Professional Development Program (PD) grant received whether provided by the participant, grantee, or other entity, including social security number and other personally identifiable information (PII), in order to accurately track the participant's records and to differentiate the participant's financial obligation from other participants who may have the same name. Participating in PD is voluntary, but you must provide the requested information, including the participant's PII, to participate in PD. The information will be used to ensure that program participants meet specific statutory and regulatory requirements, including service obligation fulfillment or repayment of financial obligation.

Participant records may be disclosed to third parties as authorized under routine uses in the appropriate systems of records, either on a case-by-case basis, or, if the U.S. Department of Education (ED) has complied with the computer matching requirements of the Privacy Act, under a computer matching agreement. Routine uses include sending the information, in the event of litigation, to the U.S. Department of Justice (DOJ), a court, adjudicative body, counsel, party, or witness if the disclosure is relevant and necessary to the litigation. If this information, either alone or with other information, indicates a potential violation of law, we may send it to the appropriate authority for action. We may send this information to law enforcement agencies if it is relevant to any enforcement, regulatory, investigative, or prosecutorial responsibility within the receiving entity's jurisdiction. We may send information to the U.S. Department of Treasury (Treasury) and to credit agencies to verify the identity and location of the debtor and to the Treasury, collection agencies, and employers of the scholarship recipient to service or collect on the debt. We may send information to members of Congress if you ask them to help you with questions related to your participation.

In circumstances involving employment complaints, grievances, or disciplinary actions, we may disclose relevant records to adjudicate or investigate the issues. If provided for by a collective bargaining agreement, we may disclose records to a labor organization recognized under 5 U.S.C. Chapter 71. If necessary for ED to obtain advice from DOJ, we can disclose information to the DOJ. We may disclose information to DOJ or the Office of Management and Budget (OMB) to help us determine whether the Freedom of Information Act (FOIA) requires the disclosure of records. We can disclose records to contractors if we contract with an entity to perform functions that require the disclosure. Disclosures may also be made to qualified researchers under Privacy Act safeguards. Finally, disclosures may be made to OMB as necessary under the requirements of the Credit Reform Act.

ABOUT THIS AGREEMENT

Prior to granting support and training to Participant, the Grantee will require each Participant to enter into a written agreement in which the Participant agrees to the terms and conditions set forth in the regulations for the Indian Education Professional Development Program ([34 CFR part 263](#)), including the requirement that the Secretary of Education track the service payback of participants.

ED tracks service payback obligation via the Office of Indian Education (OIE) Professional Development Program Data Collection System (PDPDCS). You can access the PDPDCS online at: <https://pdp.ed.gov/oie>. The regulations are available online at: <https://www.ecfr.gov/current/title-34/subtitle-B/chapter-II/part-263/subpart-A/>

For correspondence to ED please see the information below:

U.S. Department of Education
Office of Indian Education
Professional Development Program
400 Maryland Avenue, SW
Washington, DC 20202

For correspondence to PDPDCS, see below:

Help Desk

1700 Research Blvd, RB 2268
Rockville, MD 20850

Toll Free Hotline, 8:00 a.m. – 8:00 p.m. Eastern Time, Monday - Friday

1-888-884-7110

For TTY dial 711 for your state's
Relay Service Provider

Fax

1-888-252-6960

E-mail

paybackobligations@ed.gov

REPAYMENT AGREEMENT FOR

Name of Program ("Program")

This is a repayment Agreement between:

Name of Grantee ("Grantee")

; and

Name of Participant ("Participant")

The Grantee is providing financial assistance to the Participant who will receive training through the Program named above, which is funded by the United States Department of Education through Office of Indian Education's Professional Development (PD) program. The PD Program is authorized as a Special Program under Section 6122 of Title VI, Part A, Subpart 2 of the Elementary and Secondary Education Act of 1965 (ESEA) as amended by the Every Student Succeeds Act of 2015 (ESSA). The assistance listing number is 84.299B and is codified under 20 U.S.C. 7442.

Before the Grantee provides any funding or services to the Participant, the Grantee must first conduct a service payback meeting to explain the costs of training and payment responsibilities and then enter into a written service repayment agreement with the Participant that meets the requirements pursuant to 34 CFR 263.12(b); the agreement may be signed during the meeting or completed at another time.

GRANTEE INFORMATION

To be completed by the Grantee

For purposes of transparency, the Grantee hereby provides the following information:

Date of the Payback Meeting: _____

Grant PR/Award Number: _____

Name of Grantee: _____

Project Title: _____

Name of Project Director: _____

TRAINING INFORMATION

To be completed by the Grantee

The Grantee estimates that the Participant will spend approximately _____ months total in training. Grantee estimates that the approximate month/year of the exit meeting will be _____.

The Grantee estimates the total training cost will be approximately \$ _____.

The Participant is estimated to accrue approximately _____ months of service payback obligation by the time they exit the program in good standing. The name of the institution providing the training is _____ which in some cases may be different than the name of the Grantee.

PARTICIPANT INFORMATION

For purposes of eligibility, the Participant hereby provides the following information:

Legal Full Name: _____

Date of Birth: _____

Student ID Number: _____

Social Security Number: _____

Street Address: _____

City, State, Zip Code: _____

Primary Email Address: _____

Secondary Email Address: _____

PARTICIPANT ACKNOWLEDGEMENTS

For purposes of transparency, the Participant will provide their initials for each of the applicable assurances related to work payback, post-graduation requirements, cash payback, and general requirements. By initialing below, I, the Participant, agree that:

_____ I have read and understand the applicable regulations about how my payback obligation ("work payback") is calculated as required by 34 CFR 263.9. Further, I understand that:

- If I am full-time student in a pre-service training program, the work payback period is one month of work payback for each month of training under the program.
- If I am part-time student in a pre-service training program, the work payback period will be calculated by comparing the total amount of training I received on a month-to-month basis to number of academic years the training would cover, using the academic calendar of the institution that trained me.
- If I am a full-time student in pre-service training for part of the program and a part-time student for another part of the program, the period of work-related payback is prorated accordingly.

_____ I understand that to qualify for work payback after completing the program I must have credible work:

- In my field of training; and
- For a Local Educational Agency (LEA) or school that serves a high proportion of Indian students as compared to other LEAs in the State.

_____ After my training is complete, I will inform the U.S. Department of Education (ED) through the U.S. Office of Indian Education PD Data Collection Center of my intention to either complete work payback or reimburse the Department for the funds received and spent for my training ("cash payback") within 30 days. I understand that if I haven't logged in to my OIE PDP Data Collection Center account within 6 months of completing my training, I will be referred to cash payback. (34 CFR 263.11)

_____ I understand that I must submit an employment status report every six months and provide the information necessary for the Secretary to track my service payback.

_____ I understand the Secretary's authority to grant deferrals is limited to military service, continued education, or full-time volunteer work with Indian Tribes. Exceptions may be granted at the discretion of the Secretary, including in cases of permanent disability or death of the participant. pursuant to 34 CFR 263.10. Please contact your Project Director or the U.S. Office of Indian Education directly for additional assistance.

_____ I understand that if I am referred to cash payback. The amount I will be required to pay:

- Will be the total amount of funds received and expended for my training, minus any credit for work payback approved by the U.S. Office of Indian Education;
- May include non-refundable penalty and administrative fees in addition to the total training costs;
- Will incur interest charges starting the day of referral.

_____ I have completed the Certification of Eligibility for Federal Assistance Form (ED-80-0016).

_____ I will complete a profile in the U.S. Office of Indian Education Professional Development Program Data Collection System (PDPDCS) and keep all of my information current and accurate.

_____ I understand if I take a leave of absence, my living stipend payments will be stopped.

_____ I understand that the living stipends I receive as a participant will generate a 1098T that needs to be filed with my taxes. It is possible that I will need to pay taxes on some or all of the amount given to me as a living stipend and that it is my responsibility to consult with my own tax counselor on this issue.

_____ I understand that it is my responsibility to verify that the amount of fellowship posted in OIE PDP Data Collection Center is current and accurate. If I find a discrepancy between the amount that is posted in the OIE PDP Data Collection Center and the amount I believe I received, I will notify Department of Education immediately and will continue to contact them until the issue is resolved.

_____ I have reviewed all of the items listed above and have been given an opportunity and time to ask questions and receive clarification on any of the items I was unclear about. Signing below indicates that I understand and accept the stipulations of the program.

AGREEMENT CERTIFICATION

The Participant and Grantee both certify that all of the information provided is true, accurate, and correct to the best of our knowledge. We understand that if either party purposely give false or misleading information, the violating party may be fined in an amount not less than \$5,000 and not greater than \$10,000, plus 3 times the amount of damages the Government sustains due to false statement (31 USC § 3729).

Participant Name
(*please print*)

Participant Signature

Date

Grantee Representative Name
(*please print*)

Grantee Representative Signature

Date