

**REHABILITATION SERVICES ADMINISTRATION (RSA)
PAYBACK AGREEMENT**

**ALL RSA SCHOLARS ARE REQUIRED TO SIGN THIS DOCUMENT
ACKNOWLEDGING THEIR UNDERSTANDING OF THE RSA REHABILITATION
LONG-TERM TRAINING PROGRAM, FINANCIAL OBLIGATION, AND SERVICE
OBLIGATION AS A RECIPIENT OF THE TRAINEESHIP BEING PROVIDED.**

**THIS AGREEMENT MUST BE SIGNED AND DATED BY THE RSA SCHOLAR AND
UNIVERSITY OFFICIAL (PROJECT DIRECTOR).**

Important Note to the Grantee: Prior to disbursing financial assistance or granting training to a scholar, you must enter into the below agreement, where the scholar agrees to the terms and conditions set forth herein. An agreement must be executed between the grantee and scholar for each subsequent year that scholarship funds are disbursed, including the terms and conditions.

This Scholarship Agreement is entered into on the date noted below in compliance with Federal regulations at Title 34 of the CFR (Code of Federal Regulations), Part 386 related to the LongTerm Training Program funded by the Rehabilitation Services Administration of the U.S. Department of Education.

TERMS AND CONDITIONS

I, _____, agree to abide by the stipulations noted below as conditions of receipt of the scholarship for training in the _____ at _____ under PR/Award # _____.

My receipt of these scholarship funds is predicated upon the expectation that I will seek and maintain employment in a designated State rehabilitation agency or in a nonprofit rehabilitation agency, professional corporation, professional practice group, or related agency providing services to individuals with disabilities under an agreement with a designated State agency. Under the terms of the LongTerm Training Program, scholarship funds include all disbursements or credits for student stipends, tuition and fees, and student travel in conjunction with training assignments.

Therefore, as a designated RSA (LongTerm Training) scholar, **I agree to:**

- (1) Enroll in a course of study leading to a certificate or degree;
- (2) Receive training at the educational institution or agency designated in this scholarship agreement;
- (3) Not accept payment of educational allowances from any other entity if that allowance conflicts with my obligation under this agreement;

- (4) Not receive concurrent scholarships for the same academic term from more than one project under this program;
- (5) Enter this signed written agreement with the grantee, prior to the receipt of scholarship funds, as required in §386.34(c); and,
- (6) Maintain satisfactory progress toward the certificate or degree as determined by the grantee (program officials).

Upon exiting the training program, **I further agree to:**

- (7) Maintain employment on a full- or part-time basis
 - (a) **In the field of study for which the training was provided;**
 - (b) In a nonprofit rehabilitation agency or related agency or in a State rehabilitation agency or related agency, including a professional corporation or professional practice group through which the agency has a service arrangement with the designated State agency; and
 - (c) Complete the service obligation that will begin after exiting the training program for which the scholarship was awarded and a two-year grace period. The service obligation is calculated as thus: for every one year of financial assistance a scholar receives, the scholar must work two years in service full-time .
- (8) The employment obligation as applied to a parttime scholar will be based on the accumulated academic years of training for which the scholarship is received.
- (9) **Repay all or part of any scholarship received, plus interest** as provided in 34 CFR 386.43 **if I do not fulfill the requirements** of this agreement and/or complete one academic year of training, except as the Secretary of Education by regulations may provide for repayment exceptions and deferrals.
- (10) Immediately inform the institution which awarded the scholarship and update the RSA Payback Information Management System (PIMS) of any change of name, address, or employment status and enter all employment for review and approval in PIMS pursuant to the terms of the agreement, until I have satisfied the employment obligation described above.

CERTIFICATION

Scholar: I, _____ hereby certify that the Federal regulations noted above in this Agreement have been explained to me and a copy of the RSA Long-Term Training Program Scholarship (Payback) Manual has been made available to me by the institution that awarded the scholarship funds. I further acknowledge a meeting was held on _____ with the below named official and I certify that all information I provided is true and correct to the best of my knowledge. I understand that if I purposely give false or misleading information, I 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 my false statement. - False Claims Act, 31USC§ 3729.

Scholar Initials:

Project Director for _____ or official of _____:

By signing this Agreement, I acknowledge that I met with the scholar on _____ and fully discussed the terms and conditions of the scholarship and provided him/her with a copy of the RSA Long-Term Training Scholarship (Payback) Manual. I, therefore, certify that all information provided herein is true and correct to the best of my knowledge. I understand that if I purposely give false or misleading information, I 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 my false statement. - False Claims Act, 31 USC § 3729.

Grantee Initials:

Scholar Signature:

Social Security Number:

Date Scholar Signed: _____

Signature of
Project Director
or Other Grantee
Official:

Date Grantee Signed: _____