

ATTACHMENT 1

SAMPLE STUDENT LOAN REPAYMENT PROGRAM SERVICE AGREEMENT

NAME (Print or Type – First Middle Last)	SOCIAL SECURITY NUMBER	[AGENCY COMPONENT]
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In consideration of the student loan repayment benefit for which I qualify under 5 U.S.C. 5379 as implemented by the regulations of the U.S. Office of Personnel Management (5 CFR, Part 537), the policies of the [AGENCY], and the _____, I hereby agree:

1. To serve in _____ for 3 years (initial contract) or 1 year (extensions).
(AGENCY COMPONENT)
2. The amount of the student loan repayment benefit is \$_____ (up to \$10,000). I understand that the commitment to repay my loan is for one year, subject to yearly extensions.
3. If student loan repayment benefits are made in the 2nd or 3rd year, my service agreement will not be extended.
4. If student loan repayment benefits are made beyond 3 years, my service agreement will be extended by one year for each payment made beyond the 3rd year.
5. The service agreement is effective _____ through _____.
(Month/Day/Year) (Month/Day/Year)
6. That _____ is authorized to verify the status and outstanding balance of each loan and to discuss the terms with the lender or note holder.
7. This service agreement in no way constitutes a right, promise, or entitlement for continued employment or noncompetitive conversion to the competitive service. That acceptance of this agreement does not alter the conditions or terms of my employment; accordingly, this agreement will not preclude nor limit the Agency from effecting personnel actions as may be appropriate.
8. That in the event I voluntarily leave [AGENCY], or in the event I am involuntarily separated for misconduct or performance before completing the agreed upon period of service, I will be indebted to the Federal Government and must reimburse [AGENCY] for the full amount of any student loan repayment benefits received under this service agreement.
9. I am responsible for making loan payments on the portion of the loan that continues to be my responsibility.
10. The student loan repayment benefits made do not exempt me from my responsibility and/or liability for the loan.
11. I am responsible for any income tax obligation resulting from the student loan repayment benefit.
12. [AGENCY]/_____ is not responsible for any late fees assessed by the lender if the student loan repayment benefit is not received on time.
13. The student loan repayment benefits made on my behalf by [AGENCY] have/will not exceed the maximum amount of \$60,000.

14. Other condition(s) agreed to by employee and the [AGENCY COMPONENT]:

I AGREE TO THE TERMS OF THIS SERVICE AGREEMENT:

Signature _____ Date _____

Name (Print/Type) _____

General

This information is provided pursuant to the Privacy Act of 1974 (P.L. 93-597).

Authority for Collection of Information

5 U.S.C 5379

Purpose and Uses

The main purpose for collecting the information requested on this form is to establish the terms under which an individual receives a student loan repayment benefit under the Student Loan Repayment Program. The information collected will be used as a basis for payroll actions. Accordingly, disclosure of identifiable information, including your Social Security Number (SSN), may be made to the Internal Revenue Service for tax withholding purposes, the Department of Treasury for payroll action, and to the Department of Labor for worker compensation claims. This information may also be disclosed to the Department of Justice for other lawful purposes including law enforcement and in the event of litigation. In addition, these records, or information therefrom, may also be used within [AGENCY] for study purposes, such as projection of staffing needs, and/or creation of non-identifiable statistical data for reports to other Federal agencies and Congress.

Information Regarding Disclosure of Your Social Security Account Number

Disclosure of the SSN is mandatory since it is the identifier used by the Internal Revenue Service and for the withholding of taxes from your salary. The use of the SSN is necessary because of the large number of present and former employees and applicants who have identical names and birth dates, and whose identities can be distinguished only by the SSN. It is used primarily to identify an employee's personnel, leave, and pay records and to relate on to the other. In this regard, it is also used by the [AGENCY] to locate records in order to respond to lawful requests for information from former employers, educational institutions, and financial or other organizations. The information gathered through the use of the number will be used only as necessary in personnel administration processes carried out in accordance with established regulations and published notices of systems of records. The SSN also will be used for the selection of persons to be included in statistical studies of personnel management matters.

Effect of Non-disclosure

Your submission of this agreement is voluntary; however, if the agreement is submitted, omission of significant information requested would preclude continued processing of the agreement for you to receive an allowance because payroll would be unable to process the necessary actions.