

**U.S. FISH AND WILDLIFE SERVICE
STUDENT LOAN REPAYMENT SERVICE AGREEMENT**

Title 5 U.S.C. 5379 allows for the repayment of outstanding federally insured or guaranteed student loans that are made by educational institutions or banks and other private lenders as authorized by the Higher Education Act of 1965 and the Public Health Service Act, and defined in 5 CFR 537.102. Student loan repayments are made directly to the lender and are subject to the conditions stated in this agreement. Use of this authority in no way constitutes a right, promise, or entitlement for continued employment or noncompetitive conversion to the competitive service.

Subject to the conditions stated in this agreement, the U.S. Fish and Wildlife Service agrees to provide a student loan repayment benefit to:

Employee:

Title/Series/Grade: _____

Conditions of Employment

As the employee receiving the repayment, I agree to:

- ▶ Remain employed by the U.S. Fish and Wildlife Service during the entire period that the Service makes payments to the lender and continuing until 3 years after the date when the last payment is made. Payments under this program will be made to: (lender name and address):
▶

- ▶ Maintain an acceptable level of performance.
- ▶ Continue to make loan repayments on the portion of the loan that continues to be my responsibility.
- ▶ Not violate any of the conditions of this service agreement.

Conditions of Loan Repayment:

The Service (through the DOI Payroll Office) will make payments on my outstanding federally insured or guaranteed loan under the following terms. Payments made under this part may not exceed \$10,000 each calendar year or a lifetime total of \$60,000, and may be made annually without a new service agreement provided that I supply documentation (current within the previous 30 days) from the lending institution that states the outstanding loan balance and certifies that the loan is authorized by the Higher Education Act of 1965 or the Public Health Service Act.

- ▶ Total amount of the repayment:

- ▶ Number of years over which the repayment will be made: _____
- ▶ Amount of repayment to be made each year:

Continued Employee Loan Repayment Responsibility

I understand that as a recipient under the Student Loan Repayment Program I am required to make loan payments on the portion of the loan(s) that continue to be my responsibility. Failure to continue to make these loan payments violates this agreement and terminates my eligibility for further student loan repayment benefits.

I also understand that each year before another repayment can be made, I must provide my supervisor with official documentation from the qualifying lending institution that shows the current outstanding loan balance (within the previous 30 days) and certifies that I continued to make any required payments during the previous year.

Loan Repayment Procedures

The National Business Center's Payroll Operations Division will make payments to (Name of Lender) on an annual basis. The Payroll Operations Division will disburse the **net** amount of the repayment to the loan holder; however, it is the gross amount that is applied to the annual and lifetime payment limits for me. Taxes and withholdings will be deducted from the gross amount of the loan repayment. I understand that my W-2 Form will show the gross amount of the repayment as wages and that taxes and other assessments, deducted from the gross amount, will be shown in their appropriate categories on the W-2 Form. The Department of the Interior is not responsible for any late fees or penalties assessed by the loan holder(s), prior to, during, or subsequent to this agreement.

Discontinuation of the Loan Repayment Benefit

I understand that I will no longer be eligible for the loan repayment incentive under this agreement if, during the period of the service agreement, I:

- ▶ leave the Service;
- ▶ do not maintain an acceptable level of performance;
- ▶ fail to make loan payments that continue to be my responsibility; or
- ▶ violate any of the conditions of this agreement.

I further understand that if during the period of the service agreement, I leave the position I was occupying or entered into when entering into this agreement, further benefits under this program do not transfer with me, and, if appropriate, will have to be applied for by the supervisor of my new position.

Reimbursement of the Loan Repayment Benefit

I understand that I am responsible for repaying the Service the entire gross amount of the loan paid on my behalf by the Service plus interest if during the service period:

- ▶ I voluntarily leave the Service before the end of my service agreement; or
- ▶ I am removed from the Service because of my performance or misconduct on my part before the end of my service agreement.

Certification

I certify that I have discussed this service agreement with _____ (supervisor) in coordination with my servicing personnel office, and I understand and agree to the conditions set forth herein.

Employee Signature

Date

Supervisor/Manager Signature

Date

SPO Representative Signature

Date