

U.S. Department of Commerce Continued Service Agreement

Employee's Full Name _____ Telephone No. _____
Operating Unit _____
Office _____

Agreement to Continue in Service

This agreement is made pursuant to 5 U.S.C. 4108 and 5 CFR 410.309 and applies to all training that costs more than \$_____, non-Government training in excess of _____ hours and Government or non-Government training of a long term nature in excess of 120 calendar days that is part of an established or requisite curriculum for which the Government approves payment of training costs prior to the commencement of such training. The period of obligation begins the first workday after the training ends. Nothing contained in this section shall be construed as limiting the authority of an agency to waive, in whole or in part, an obligation of an employee to pay expenses incurred by the Government in connection with the training.

a. I agree that upon completion of the training described in this request, I will serve in the Department of Commerce (Commerce) a minimum of three times the length of the training period (or time period prescribed by the bureau); except that if I receive no salary for the time spent in training the period of obligated service will be either one month or a period equal to the amount of time spent in training, whichever is greater. The length of part-time training is the number of hours spent in class or with the instructor. The length of full-time training is eight hours for each day of training, up to a maximum of 40 hours a week.

b. If I voluntarily separate from Commerce and the Federal service before successfully completing the period of service agreed to in item (a) above, I agree to reimburse Commerce for the tuition and related fees (including books, materials, and equipment), travel, and other special expenses (excluding salary) paid in connection with my training. However, the amount of the reimbursement will be reduced on a pro rata basis for the percentage of completion of the obligated service. (For example, if the cost of training is \$900 and I complete two-thirds of the obligated service, I will reimburse Commerce \$300 instead of the original \$900.)

c. If I voluntarily separate from Commerce to enter the service of another Federal agency or other organization in any branch of the Government before completing the period of service agreed to in item (a) above, I will give my servicing human resource manager 10 days advance written notice during which time, in accordance with Federal regulations, a determination concerning reimbursement or transfer of the remaining service obligation to the gaining agency will be made.

d. If I am separated involuntarily for reasons beyond my control and not because of misconduct or personal delinquency during the training or the post-training obligated service period, I understand that this agreement will be cancelled and the right of Commerce to recover will be waived.

e. I understand that any amounts which may be due the employing agency as a result of any failure on my part to meet the terms of this agreement may be withheld from any monies owed me by the Government, or may be recovered by such other methods as are approved by law.

f. I acknowledge that this agreement does not in any way commit or require the government to continue my employment.

g. Training period requiring obligated service:

Program Title:

From (YYMMDD) _____ To (YYMMDD)

Number of duty hours _____ Non-duty hours

h. Period of obligated service:

From (YYMMDD) _____ To (YYMMDD)

i. I am not receiving any contributions, awards, or payments in connection with this training, from any other government agency or non-government organization and shall not accept such without first obtaining approval from the authorizing training official. I agree that should I fail to complete the requested training successfully due to circumstances within my control, I will reimburse the agency for all training costs (excluding salary) associated with my attendance.

j. By signing this Agreement, I acknowledge and understand my obligation to Commerce as described above.

Employee signature

Date signed