Agreement To Continue In Service

• Department of the Army (DA) policy requires civilian employees selected for non-Government training in excess of 80 hours, or long-term training and developmental programs in excess of 120 calendar days (Government or non-Government) complete a service agreement before assignment to the training.
• The period of service will equal at least three times the length of the training, to begin upon the employee’s return to duty following training completion.
• Nothing in this agreement 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.
• Approving officials will retain a copy of each signed agreement and monitor execution of the obligation period.

a. I AGREE that upon completion of the training that I have requested, I will serve in the Department of Defense (DoD) three times the length of the training period; 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 leave the DoD and the Federal service before completing the period of service agreed to in item a above, I AGREE to reimburse the DoD for the registration fees, tuition and matriculation fees, library and laboratory fees, purchase or rental of books, materials, supplies, travel, per diem, and miscellaneous other related training program costs (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 the DoD $300 instead of the original $900.)

c. If I voluntarily leave the DoD to enter 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 serving personnel office or training office advance 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. Requests to waive repayment of training dollars will be sent to Headquarters Department of the Army for final coordination. Send requests, including the command’s recommendation, to HQDA, ODCS G-1, ATTN: DAPE-CP-PPD, 2461 Eisenhower Avenue, Alexandria, VA 22332-0300.

d. I understand that any amounts which may be due to 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.

e. I acknowledge that this agreement does not in any way commit the Government to continue my employment.

Period of obligated service:

FROM (enter date): ___________________ TO (enter date): ___________________

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.

Trainee Signature               Date Signed

__________________________________     ________________________________

Code of Federal Regulations: Title 5, Ch 410.309(c)
Army Regulations 690-400, Ch 410, subchs 1-16,5-7,5-8, and 14-2.