DHS Continued Service Agreement

Print Full Name ______________________ Telephone # _______________________

Training ______________________ DHS Component _______________________

Agreement to Continue in Service

This agreement applies to all non-government training, education and professional development (hereafter referred to as training) that exceeds 80 hours, and/or, government or non-government long term training in excess of 120 calendar days and for which the Government approves payment of costs prior to commencement. 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 training.

a. I agree that upon completion of the Government sponsored training described in this request, I will serve in the Department of Homeland Security (DHS) or other agency of the Government for 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 DHS 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 Training Office at least 30 days 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. If the employee fails to give the required written notice it will be assumed that reimbursement must be made.

c. If I voluntarily leave the DHS and the Federal service before completing the period of service agreed to in item a above, I agree to reimburse the DHS for the tuition and related fees, 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 the DHS $300 instead of the original $900.)

d. 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.

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

f. Training period requiring obligated service:
   Program Title: ____________________________
   From (MM/DD/YYYY) ________________________ To (MM/DD/YYYY) ________________________
   Number of duty hours ______________________ Non-duty hours ______________________

h. 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

OPR: OCHCO-CLO

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