

EXHIBIT 1

STUDENT LOAN REPAYMENT SERVICE AGREEMENT

**DEPARTMENT OF COMMERCE
NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION
STUDENT LOAN REPAYMENT SERVICE AGREEMENT**

NAME OF EMPLOYEE _____

SSN _____

TITLE/SERIES/GRADE _____

LINE OFFICE/STAFF OFFICE _____

ORGANIZATIONAL UNIT _____

DUTY STATION _____

TYPE OF APPOINTMENT Career Career-Conditional Term NTE _____
(MM/DD/YYYY)

REQUIRED PERIOD OF SERVICE _____
(To be completed by the Servicing HR Office) (From: MM/DD/YYYY) (To: MM/DD/YYYY)

TYPE(S) OF LOAN _____

NAME AND ADDRESS OF LOAN HOLDER

TOTAL LOAN REPAYMENT AMOUNT \$ _____

TOTAL AMOUNT TO BE PAID IN CURRENT FISCAL YEAR (payment may be renewed for each fiscal year until the total repayment amount is reached, subject to availability of funds) _____

(Attach documentation showing that this is an authorized school loan in accordance with the definition in Title 5 U.S.C. §5379. The documentation must verify both the potential or current employee's liability and the outstanding balance. See Section 05.)

**DEPARTMENT OF COMMERCE
NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION
STUDENT LOAN REPAYMENT SERVICE AGREEMENT**

In return for accepting the benefit of the loan repayments specified above, I, the employee, hereby ACCEPT EMPLOYMENT WITH/AGREE TO REMAIN IN THE EMPLOYMENT OF the United States Department of Commerce (DOC) under the following terms:

1. I will remain an employee of DOC for a period of not less than (Number of Years Required) from the effective date of the personnel action initiating the recruitment or retention incentive.
2. If, within said three year period I separate from the employment of DOC, then I shall be indebted to, and hereby oblige myself to repay, DOC for all funds received from or loan repayments made by DOC as specified herein above.
3. I understand that if I fail to meet the service requirement because of disability retirement or if I leave Federal service because of a disabling condition, involuntarily because of misconduct or poor performance, or leave DOC voluntarily without meeting the terms of the service I shall be indebted to DOC for the total amount of the student loan repayments made on my behalf up until the date of separation.
4. Notwithstanding the foregoing, it is agreed that I shall not be so indebted and obligated if my separation of employment from DOC is for any of the following reasons:
 - a. Separation from employment with DOC is for the convenience of the Federal Government.
 - b. Such other conditions, as determined by the Director, Human Resources Management Office, are found to be against equity and good conscience or contrary to the public interest, so made in writing by the Director, Human Resources Management Office.
5. If I separate from the employment of DOC within said (Number of Years Required) for any reason, it is agreed and understood that DOC is immediately released from any obligation to continue making such loan repayments from the earlier of: (a) the date of separation from the employment; or (b) the date of notice of said impending separation of employment. DOC may also cease making such loan repayments if: (a) I do not maintain at least a satisfactory or equivalent performance rating; or (b) I violate any other condition of this Service Agreement.
6. Should I become so indebted to DOC, I agree that DOC may recover the entire amount of all funds received for loan repayments made as specified herein above, and that such indebtedness shall bear interest from the date of separation at a rate equal to the coupon issue yield equivalent (as determined by the Secretary of Treasury) of the average accepted auction price for the last auction of fifty-two (52) week United States Treasury bills settled immediately prior to said date. (This is the judgment rate of interest as set forth in 28 U.S.C. 1961.) DOC may also assess and collect other administrative costs and expenses as may be incurred in the collection of such indebtedness.

Student Loan Repayment Service Agreement

- 7. I am responsible for any late fees assessed by the holder of my student loan for untimely payments made to the lender by DOC. I understand that it is my responsibility 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 loan repayment benefits.
- 8. I am responsible for any tax consequences or other obligations which may result from either the loan repayments made hereunder and/or termination of such repayments and/or the collection of any indebtedness.
- 9. This Service Agreement in no way constitutes a right, promise, or entitlement for continued employment or noncompetitive conversion to the competitive service.
- 10. Payment amounts are reviewed on the anniversary of the effective date of the action to determine whether the payment is still warranted and if budgetary considerations are an issue. I must provide the servicing human resources office with official documentation (current within the previous 30 days) from the lending institution that shows the current outstanding loan balance (within the previous 30 days) and certifies I made payments during the previous year.

I hereby certify that I have read and understand the terms and conditions of this agreement and have attached the necessary information on each loan under this agreement.

EMPLOYEE

DATE

SUPERVISOR

DATE

**AUTHORIZING LINE, STAFF, or FMC OFFICE
MANAGEMENT OFFICIAL**

DATE

DIRECTOR, OFFICE OF HUMAN CAPITAL SERVICES

DATE

A copy of this agreement must be sent to the servicing human resources management office for inclusion in the Official Personnel Folder.

Distribution:

- Original – OPF
- Copies – Employee
- Supervisor