

OSM STUDENT LOAN REPAYMENT SERVICE AGREEMENT

Title 5 U.S.C. 5379 allows repayment of outstanding federally insured or guaranteed student loans 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, as defined in 5 CFR 537.102. Student loan repayments are made directly to the lender 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.

CONDITIONS OF EMPLOYMENT

The OFFICE OF SURFACE MINING agrees to provide a student loan repayment benefit to:

EMPLOYEE	SOCIAL SECURITY NUMBER	POSITION

subject to the conditions of employment as described in their position description and performance plan. Performance must be at a minimum level of achieved on all critical elements. There must be no conduct based actions.

CONDITIONS OF LOAN REPAYMENT

I _____ agree to complete three continuous years of service for the OFFICE OF SURFACE MINING beginning when the OFFICE OF SURFACE MINING makes the first payment to:

(LENDER NAME AND FULL ADDRESS)

In return for my service, the OFFICE OF SURFACE MINING, through its payroll provider, will make payments on my outstanding federally insured or guaranteed loan under the following terms. Increases or renewals made under this part,

not to exceed \$6000 each calendar year up to a lifetime total of \$40,000, may be made without requiring a new service agreement, but will require recertification each year to determined continued need of the agency.

REPAYMENT AMOUNT	YEARS	TOTAL

LOAN REPAYMENT PROCEDURES

The National Business Center's Payroll Operations Division will make payments to _____(LENDER)_____ on an annual basis. The Payroll Operations Division will disburse the net of the repayment amount to the loan holder. Income and employment taxes will be withheld from the gross amount of the loan repayment amount. 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. Payments to lenders will be in the form determined by the Payroll Operations Division. The Department of Interior is not responsible for any late fees or penalties assessed by the loan holder(s) prior, during, or subsequent to this agreement.

TERMINATION AND REIMBURSEMENT OF LOAN REPAYMENT BENEFIT

I understand I will no longer be eligible for the loan repayment incentive if I voluntarily end my employment with the OFFICE OF SURFACE MINING, am separated for reasons of misconduct or performance, fail to maintain an acceptable level of performance, or in any way violate the terms of this agreement. Further, I understand that if my employment with the OFFICE OF SURFACE MINING terminates, for the aforementioned reasons, including when I leave the OFFICE OF SURFACE MINING to accept employment in another federal bureau or agency, before I have completed the period of service specified in this agreement, I will be indebted to the OFFICE OF SURFACE MINING.

CONTINUED EMPLOYEE LOAN REPAYMENT RESPONSIBILITY

I understand that it is my responsibility, and I agree, to make

loan payments on the portion of the loan(s) that continues to be my responsibility. I understand that my failure to continue to make these loan payments violates this agreement and terminates my eligibility for further loan repayment benefits.

I CERTIFY THAT I HAVE DISCUSSED THE CONDITIONS OF THE STUDENT LOAN REPAYMENT PROGRAM WITH THE HUMAN RESOURCES OFFICE REPRESENTATIVE. I AGREE THAT, IF I FAIL TO COMPLETE THE PRESCRIBED PERIOD OF SERVICE UNDER THE TERMS OF THE SERVICE AGREEMENT, WITH THE OFFICE OF SURFACE MINING, I WILL REIMBURSE THE OFFICE OF SURFACE MINING FOR THE ENTIRE AMOUNT OF ALL LOAN REPAYMENTS (GROSS, BEFORE TAXES, AND DEDUCTIONS) THE OFFICE OF SURFACE MINING MADE ON MY BEHALF UNDER THIS AGREEMENT.

EMPLOYEE SIGNATURE

DATE

HRO REPRESENTATIVE SIGNATURE

DATE

"This information is subject to the Privacy Act of 1974, as amended."