

Department of the Treasury - Internal Revenue Service
Continuing Service Agreement
(for Candidate Development Program Participants)

Participant name _____

Training _____

Estimated cost of training _____

Agreement to Continue in Service

This agreement applies to candidates selected to participate in the Senior Executive Service Candidate Development Program (SESCDP) and includes all training, education, and professional development related to the program for which the federal government approves payment of cost prior to commencement. The period of obligated service for participation in the SESCO DP will commence the day after completing the one to two-year SESCO DP. 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 this training.

- a. I agree upon completing the SESCO DP described in this request, I will serve in the federal service for a period equivalent to at least three times the length of time served in the program. (For example, if a participant remains in SESCO DP for a period of one year, four months, he/she will be required to serve for a period of four years.) Since the SESCO DP is a one to two-year program, this agreement period will be for no less than three calendar years but not-to-exceed six calendar years.
- b. If I voluntarily leave Government service before completing the terms of the agreement, I will be required to repay the cost of training and related travel expenses, excluding salary or other compensation. This does not preclude me from pursuing promotion or reassignment opportunities within the Federal Government during the program.
- c. If I voluntarily withdraw from the SESCO DP and/or leave federal service before completing the period of service agreed to in item (a) above, I agree to reimburse my agency 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-rated basis for the percentage of completion of the obligated service. (For example, if the cost of training is \$3,000 and I complete two-thirds of the obligated service, I will reimburse my agency \$1,000.)
- d. I understand any amount which may be due to the employing agency resulting from my failure 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 laid out in 5 U.S.C. 5514.
- e. I acknowledge my agency (according to the Memorandum of Understanding between the host agency and my home agency), must terminate this continuing service agreement if I am demoted or separated for cause (i.e. unacceptable performance or conduct); receive a performance rating lower than "Fully Successful"; or otherwise fail to fulfill the terms of this continuing service agreement. In such case, I acknowledge I must repay the full cost of the SESCO DP training.
- f. I understand, in extenuating circumstances, I may request a reconsideration of the recovery amount or appeal for a waiver of the agency's right to recover payment. Such extenuating circumstances may include, but are not limited to, personal death, personal illness, illness of a close family member, or financial hardship. Procedures for requesting a reconsideration or waiver are established under Internal Revenue Manual 1.35.13.7.
- g. I acknowledge that this agreement does not in any way commit the government to continue my employment.
- h. The period requiring obligated service is the official start date of the Executive Development (XD) training until completion of the one to two year program. The completion of the program is indicated by the date the Chair, Executive Resources Board (ERB) signs the certification paperwork for submission to the Office of Personnel Management's Qualifications Review Board for SES certification.
From _____ To _____
- i. The period of obligated service is three times the length of your participation in the SESCO DP.
From _____ To _____
- j. I understand signing this continuing service agreement is a requirement for participating in the SESCO DP. Failure to sign this agreement will result in my declination from participating in the program.

Participant signature _____

Date _____

Participant's agency _____