**Continuation of Service Agreement**

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| **1. REQUEST INFO** |
| **Employee Last Name**  | **Employee Middle Name**  | **Employee Last Name**  |
| **Appointment Type (E.g., Term, Permanent, etc.)**  | **Service Type (e.g., Career Service, Management Supervisory, etc.)**  |
| **Agency Code**  | **Agency Name**  |
| **2. PURPOSE OF REQUEST** |
| [ ]  Pre-employment [ ]  Relocation Expense Reimbursement [ ]  Temporary Housing Allowance Reimbursement[ ]  Hiring Bonus

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| **Bonus Amount** |
|   |

[ ]  Paid Family and Medical Leave | [ ]  Additional Income Allowance (AIA)

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| --- | --- | --- |
| **Total AIA Amount** |  | **Employee’s Salary** |
|   |  |   |

[ ]  Training and Travel

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| --- | --- | --- | --- |
| **Course Title** |  | **Course Date: From** | **To** |
|   |  |   |   |
| **Total Reimbursement Amount** |
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| **3. PERIOD OF AGREEMENT** |
| **Start Date**  | **End Date**  |
| **4. GENERAL TERMS AND CONDITIONS OF THE SERVICE AGREEMENT** |
| Employees, please review the general terms and conditions of your continuation of service agreement relevant to your request:See 4a if you are receiving relocation expenses and/or a temporary housing allowance.See 4b if you are receiving an AIA and/or hiring bonus.See 4c if you are receiving reimbursement for training and travel.See 4d if you are receiving PFML as a new hire and are still serving a probationary period. |
| **4A. TERMS AND CONDITIONS FOR CONTINUATION OF SERVICE – RELOCATION EXPENSES & TEMPORARY HOUSING ALLOWANCE** |
| I understand that I will work for the employing agency from the agreement’s start date until the agreement’s end date as a condition of accepting relocation expenses and/or a temporary housing allowance unless I am separated for reasons beyond my control that are acceptable to the Mayor or agency head, as applicable. If I am separated for reasons that are unacceptable to the Mayor or the agency head, as applicable, the money paid by the District government for relocation expenses and/or a temporary housing allowance will become a debt that I owe to the District government and shall be recoverable by set-off against my accrued pay or any other amount due to me. |
| **4B. TERMS AND CONDITIONS FOR CONTINUATION OF SERVICE – ADDITIONAL INCOME ALLOWANCE & HIRING BONUS** |
| I understand that I will work for the employing agency from the agreement’s start date until the agreement’s end date as a condition of accepting an AIA and/or a hiring bonus. I understand, if paid an AIA, that the AIA is not considered basic pay and will not be used for calculating retirement entitlement, insurance entitlement, or other benefits or compensation related to basic pay. Additionally, I will not be paid the AIA if I am in a non-paid status (leave without pay, absence without leave, suspension, etc.) for 41 hours or more. I understand that the AIA will not be adjusted by future pay increases, adjustments to a special rate schedule or step increases I may receive during the period of this agreement. I further understand that payment of an AIA may not begin during a period of employment covered under an agreement required for payment of a hiring bonus. Additionally, this agreement will remain in effect if I am reassigned or promoted internally to a position for which an equal amount of the AIA is authorized. Pertaining specifically to receiving an AIA, I understand that this agreement will terminate if:1. DCHR determines that the position is no longer authorized to receive an AIA;
2. I no longer occupy the position for which the allowance was authorized, including being promoted or reassigned to a position within the employing agency for which no allowance or a lesser amount of the allowance is authorized, and the unpaid portion is not payable;
3. The agency head elects to terminate the AIA and agreement, provided the agency head gives notice to me at least 15 calendar days in advance; or
4. This agreement expires.

I understand, if paid a hiring bonus, that the hiring bonus shall be in addition to basic pay and shall not constitute an increase to my basic pay or rate of basic pay, nor shall it be construed to constitute any portion of my rate of basic pay. I further understand that the hiring bonus shall be paid on a date to be determined by the agency head.I understand that an AIA and hiring bonus are both subject to federal, District of Columbia, and State income taxes as well as court ordered garnishments depending upon the specific provisions of the court order.I understand that I will be required to refund either an AIA, hiring bonus, or both to the employing agency if: 1. I am demoted;
2. I resign (except as noted below);
3. I retire (except as noted below); or
4. I separate, including separation for cause, failure to comply with residency laws, and unsatisfactory performance during a probationary period (except as noted below).

This refund may be withheld from any monies owed to me by the District.I understand that I *will not* need to repay an AIA or hiring bonus if:1. I am rendered disabled or injured, which prevents me from returning to duty or prompts my resignation or retirement;
2. My employment ends as a result of a reduction in force;
3. I am terminated at will or during my probationary period and not at my request or as a result of any demotions, resignations, retirements or separations in which a refund is required; or
4. The requirement to repay is waived in whole or in part in accordance with Chapter 29 of Title 6-B of the DC Municipal Regulations.

Relating specifically to an AIA, a refund of an AIA may not exceed the amount paid to me for a period of 26 weeks.I understand that failure of an agency to offer an AIA or hiring bonus, or the termination of an AIA, is neither grievable or appealable. I am aware that any unpaid portion of the agreement is not payable to my estate if I should die during the term of this agreement. |
| **4C. TERMS AND CONDITIONS FOR CONTINUATION OF SERVICE – TRAINING & TRAVEL EXPENSES** |
| I understand that I will work for the employing agency from the agreement’s start date until the agreement’s end date as a condition of acceptance of reimbursement for training and travel expenses by the District government. I understand that I must successfully complete the training course unless my withdrawal is required by or acceptable to the District government. Additionally, I must obtain approval from my immediate supervisor and agency training authority, in advance, of any change in my approved training program involving course or schedule changes, withdrawal or incompletion, or increased costs.I understand that I must reimburse the District government for training and travel expenses if:1. I voluntarily leave the District government before the end date of this agreement;
2. I fail to complete this training in a manner acceptable to the District government; or
3. I am not given written notice of waiver of payment, or if I transfer to another agency, I am not given a written notice of transfer of my obligation to the gaining agency.

Prior to completion of this agreement, I understand that I must provide advanced written notice of 10 workdays to my agency through my immediate supervisor prior to me separating from District government service or if I transfer to another District government agency for waiver consideration. If I fail to fulfill this agreement, a sum equal to the training and travel expenses paid by the District is recoverable by the District from me, or my estate, by setoff against pay, amount of retirement credit, or other amount due me from the District. I understand that I *will not* need to repay training and travel expenses if the requirement to repay is waived in whole or in part by the Mayor, where recovery would be against equity and good conscience, or against the public interest. |
| **4D. TERMS AND CONDITIONS FOR CONTINUATION OF SERVICE – PAID FAMILY AND MEDICAL LEAVE** |
| I understand that probationary employees who use PFML must enter a one-year continuation of service agreement. I understand my use of PFML also extends my probationary period by the duration of leave used, and that if I voluntarily separate before the end of my continuation of service agreement, that I will be indebted to the District for the salary amount paid during my use of PFML. I understand that this payment will be considered an erroneous payment under Title 6-B, Chapter 29 of the District municipal regulations and may only be repaid through lump sum leave payment deductions. |
| **5. SIGNATURES**  |
| **EMPLOYEE CERTIFICATION** – if you are receiving relocation expenses and/or a temporary housing allowance, you must have this agreement notarized. |
| By signing below, I certify that I have reviewed, understand and agree to the applicable terms and conditions above. |
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| **Employee Signature** | **Date**  |
| **AGENCY ACKNOWLEDGMENT** |
| By signing below, I certify that the employee named in this continuation of service agreement meets the criteria established in the District personnel regulations for the purpose, corresponding funding, and duration specified. |
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| **Agency Representative Name (PRINT)** | **Initials**  |
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| **Agency Representative Signature** | **Date**  |

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| **6. NOTARY** |
| SUBSCRIBED AND SWORN TO BEFORE ME THIS \_\_\_\_\_\_\_\_\_\_ DAY OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Notary PublicMY COMMISSION EXPIRES: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
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