

## EXHIBIT 1

### NOAA STUDENT LOAN REPAYMENT SERVICE AGREEMENT

Employee:	
Position:	Pay Plan/Series/Grade or Band:
Duty Station:	Organization:
Type of Appointment:	
Employee's required service period:	
<b>Commencement date:</b>	<b>Termination Date:</b>
Total loan repayment amount:	Total amount to be paid in current calendar year:
Name and Address of lending institution: (if additional lending institutions, attach additional sheet)	

**Payment may be renewed for each calendar 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.**

In return for accepting the benefit of the loan repayments specified above, I, the employee, hereby **ACCEPT EMPLOYMENT WITH OR 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 the required period of service indicated above, from the effective date of the personnel action initiating the action.
2. If within said period I separate from the employment of DOC, then I shall be indebted to and hereby oblige myself to repay DOC for all loan repayments made by DOC as specified herein.
3. I understand that if I fail to meet the service requirement 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. This includes: leaving DOC voluntarily; leaving DOC involuntarily because of misconduct or poor performance, on disability retirement, or because of a disabling condition.
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; or
  - b. Such other conditions are found to be against equity and good conscience or contrary to the public interest, as determined in writing by the Director, Workforce Management Office.
5. If I separate from the employment of DOC during the service period, 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 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 fully successful 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, 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.
  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 Workforce Management Office with official documentation from the lending institution showing the outstanding loan balance, current within the last 30 days, and certifying that I made payments during the previous year, if required.

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.

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EMPLOYEE'S SIGNATURE

DATE

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MANAGER'S SIGNATURE

DATE

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AUTHORIZED LINE/STAFF OFFICE MANAGEMENT OFFICIAL SIGNATURE

DATE

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DIRECTOR, WORKFORCE MANAGEMENT OFFICE (OR DESIGNEE)

DATE

A copy of this agreement must be sent to the servicing WFMO for inclusion in the Official Personnel Folder.

Distribution:

Original – OPF

Copies - Employee

Supervisor