

GOVERNMENT OF THE DISTRICT OF COLUMBIA
D.C. Department of Human Resources

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District Personnel Manual Issuance System

E-DPM Instruction No. 13-7

SUBJECT: Revised *D.C. Standard Form No. 1A, Agreement to Continue in Service* (Required for Approved Training in Non-District Government Facilities)

Date: May 15, 2009

1. Purpose

The purpose of this Electronic-District Personnel Manual (E-DPM) instruction is to issue an updated/revised *D.C. Standard Form (DCSF) No. 1A, Agreement to Continue in Service*. *DCSF No. 1A* (copy attached) is utilized whenever an employee is selected for training in a non-District facility and the District government pays any portion of the cost of the training expenses.

2. Authority

D.C. Official Code § 1-613.01; and Chapter 13 of the D.C. personnel regulations, Employee Development.

3. Provisions

- a. In accordance with D.C. Official Code § 1-613.01 (d)(1)(A) and (B), and section 1310 of Chapter 13 of the regulations, an employee selected for training in a non-District government facility must agree in writing to:
- (1) Continue in the service of the District government after the end of the training for a period of time at least equal to the length of the training period, unless the employee is involuntarily separated; and
 - (2) Pay to the District government the amount of all expenses incurred in connection with the training, other than his or her salary, if the employee voluntarily leaves District government service before the end of the period for which he or she had agreed to serve.
- b. *DCSF No. 1A* outlines the procedure to recover payment of expenses incurred in such training.

Note: E-DPM instructions that are strictly procedural in nature have direct applicability only to agencies and employees under the personnel authority of the Mayor. Other personnel authorities or independent agencies may adopt any or all of these procedures or guidance materials for agencies and employee under their respective jurisdictions.

Inquiries: Workforce Development Administration, DCHR (202) 442-9700

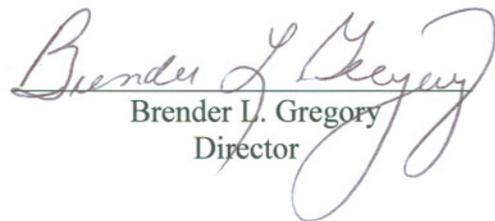
Distribution: Heads of Department and Agencies, HR Advisors, and DPM Subscribers

Retain Until Superseded

- c. An employee who enters into an agreement shall give his or her employing agency a minimum advanced notice of 10 workdays prior to separating from District government service.
- d. A written agreement is not necessary under the following situations:
 - (1) When an employee is selected for training provided by a *manufacturer* as a part of the normal service contract as a result of purchase or lease or demonstration of a product under a procurement contract;
 - (2) When an employee is selected for training that does not exceed 80 hours of duty time within a single training program;
 - (3) When an employee is selected for training that is given through an independent study course; or
 - (4) When the cost of training an employee is below \$2,500.
- e. The District government may recover the incurred training expenses as provided in Chapter 29 of the regulations, *Employee Debt Set-Offs*. The right of recovery of the amount of expenses incurred in connection with the training pursuant to D.C. Official Code § 1-613.01 (d)(B) may be waived, in whole or in part, by the Mayor, if recovery would be against equity and good conscience, or against the public interest.

5. **Form**

DCSF No. 1A may be reproduced by agencies, and will be used as the official Agreement to Continue in Service for the purposes specified in this E-DPM instruction.


Brender L. Gregory
Director

Attachment:

DCSF No. 1A, Agreement to Continue in Service (Rev. 5/09)

**GOVERNMENT OF THE DISTRICT OF COLUMBIA
D.C. DEPARTMENT OF HUMAN RESOURCES**

AGREEMENT TO CONTINUE IN SERVICE

[Carefully read this agreement for continuation of service, then sign and date it in ink.]

Name: _____ Agency: _____

Course Title: _____ Course Dates: _____

Obligated Service Dates: _____ Telephone Number: _____

1. I, _____, **AGREE** that upon completion of the training
(Name of Employee – Print)
described above and on the attached *Employee Training Authorization Form (DC Training Form 1)*, and pursuant to D.C. Official Code § 1-613.01 (d)(1)(A) and Chapter 13 of the D.C. Personnel Regulations, Employee Development, I will remain with the District government for a period of time at least equal to the length of the training, as shown above under "*Obligated Service Dates.*" I **AGREE** that the period of service shall be as computed by the appropriate authority, from official records, and that it shall commence on the first (1st) day following the end of the training.
2. I **AGREE** to participate in and complete the training course to the best of my ability, unless my withdrawal is required by or acceptable to the District government. I **AGREE** to 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 incompleteness, or increased costs.
3. I **AGREE** that if I voluntarily leave the District government before completing this period of obligated service, I shall reimburse the District government for the tuition and related fees, travel, per diem, and other special expenses (excluding salary and benefits) paid to me, or on my behalf, in connection with this training. I also **AGREE** that if I voluntarily leave my agency to enter the service of another District government agency also covered by the training provisions of D.C. Official Code § 1-613.01 and Chapter 13 of the D.C. Personnel Regulations, before completing the period of obligated service, I will give my agency, through my immediate supervisor, advanced written notice of at least 10 workdays, during which time a determination concerning reimbursement will be made. If I fail to give advanced notice, or I am not given written notice of waiver of payment or of transfer of my obligation to the gaining agency, I **AGREE** to repay the amount of additional expenses incurred by the District government for this training.
4. I **AGREE** that if I fail to complete this training in a manner acceptable to the District government, I will reimburse the District government for the tuition and related fees, travel, per diem, and other special expenses (excluding salary and benefits) paid to me, or on my behalf.
5. I **UNDERSTAND** that any amounts which may be due to the agency as a result of any failure on my part to meet the terms of this agreement may be withheld from any monies owed me by the District government, or may be recovered by such other methods as provided by law.
6. I **UNDERSTAND** that this agreement does not commit District government to continue my employment.

SIGNATURE: _____

DATE: _____