

FEPLA 12 Week Service Agreement (SA)

I, _____ [insert employee's name], understand that the usage of Federal Employees Paid Leave (FEPLA) requires that I complete a 12-week SA work obligation at the agency employing me at the time I conclude using FEPLA granted in connection with the birth or placement (for adoption or foster care) of my child.

I agree to return to work and complete the required 12 weeks of work. I understand that 12 weeks of work will be converted to hours of work based on my work schedule, consistent with OPM regulations at 5 CFR 630.1705.

I understand that:

- The required 12-week work obligation is fixed and not proportionally reduced if I use less than 12 weeks of paid parental leave (FEPLA).
- Only actual work periods when I am on duty (during my scheduled tour of duty) will count toward the 12-week work obligation.
- Periods (paid or unpaid) of leave and time off (including holiday time off) do not count towards the completion of the 12-week work obligation.
- Only work performed after use of FEPLA concludes counts toward the 12-week work obligation.
- Any period(s) of work during intermittent usage of FEPLA (i.e., work performed prior to the conclusion of the use of paid parental leave) does not count toward the 12-week work obligation.

If I fail to return to work and fully complete the required 12-week work obligation, any agency that employed me during a period of time in which I used FEPLA may require a reimbursement equal in

- amount to the total amount of any Government contributions paid by the agency(ies) on my behalf to maintain my health insurance coverage under the Federal Employees Health Benefits (FEHB) Program established under 5 U.S.C. chapter 89 during that period of time, unless I meet statutory conditions that bar application of such a reimbursement requirement. If I do not meet those conditions and if my agency determines that reimbursement must be made, I understand that it must seek collection of the full amount and that there is no authority for a partial waiver of the amount owed.
- If I separate from the employing agency to which the 12-week work obligation is owed before completing that obligation, such separation is considered to be a failure to meet that obligation. In that circumstance, I will not be allowed to complete the work obligation at a later time. (Note: An intra-agency reassignment without a break in service will not be considered a separation.)

If an affected agency determines that the reimbursement requirement applies, I agree to make the required reimbursement to that agency and to permit offset of Federal payments to recover the amount owed. However, I reserve the right to challenge the agency decision through any applicable administrative or judicial process and to seek return of any amounts erroneously collected from me.

Employee's Signature _____

Date: _____

Supervisor's Signature _____

Date _____