**U. S. SMALL BUSINESS ADMINISTRATION**
**Office of Disaster Assistance**
**Term Intermittent Employment Agreement**

---

As a Term Intermittent employee, I acknowledge and agree to the following:

- I have been hired on a Term Appointment not to exceed 4 years to assist the U.S. Small Business Administration in fulfilling its disaster relief responsibilities. My work schedule is intermittent.
- As an intermittent employee, generally I am not eligible for Federal benefits (life insurance, health insurance, retirement). However, if I occupied a position immediately preceding this appointment where I was enrolled in benefits, those benefits can continue in this position provided there is no break in service of more than 3 days. Also, if I work or am expected to work at least 90 consecutive days and 130 hours per month, I will become eligible for health insurance benefits only. If I am in a non-pay status for 365 days my Federal health and/or life insurance benefits will terminate.
- While I am on the intermittent work schedule, I am not eligible to earn or use annual and sick leave. However, if my work schedule changes to part-time, full-time or seasonal, I become eligible to earn and use annual and sick leave. If my work schedule changes back to intermittent, a lump sum payment will be made for annual leave. I will not receive payment for any accumulated sick leave; it will remain in my sick leave account until I separate or enter into another work schedule and/or appointment that allows leave accrual.
- I am not eligible for holiday pay. If I am scheduled to work on a Federal holiday, my pay will be at my regular rate of pay for hours worked.
- I understand the following are availability requirements I am expected to meet.
  - I will notify my Center of Record immediately with any changes or additions to my contact information.
  - I will notify my Center of Record in advance of any periods of unavailability.
  - I will respond within 24 hours to any inquiry of availability for assignment.
  - I will be available to report to duty within 48 hours of notification to anywhere in the US or its territories, and I will make myself available to be contacted at all times for such notification.
  - Failure to meet any one of these availability requirements may be considered a "strike." Upon reaching the third strike, I may be separated for not meeting the terms of this agreement.
  - I am aware that if I decline three assignments, my appointment may be terminated.
- Due to the sporadic and unpredictable nature of disaster activity, the agency will not likely be able to schedule my work in advance on a regular basis. However, if the level of disaster activity is such that the agency is able to schedule my work in advance on a regular basis, my work schedule will be changed to part-time or full-time to ensure proper service credit. Specifically, I must be expected to work at least 90 consecutive days. Once the work is no longer needed on a regular basis, my work schedule will be returned to intermittent.
- I understand that I may be released to non-pay status for any of the following reasons: lack of work, budget constraints, performance deficiencies, conduct issues, or lack of the requisite skills needed for the disaster activity.
- I may be required to work up to 14 hours per day, 7 days per week, and the geographic area of assignment may be changed according to the needs of the disaster mission.
- I understand I may be required to travel to disaster field offices which may result in unknown, possibly hazardous working conditions. I may encounter problematic living conditions at disaster work assignments, such as no running water or electricity, minimal lodging facilities (e.g. shared lodging, tents, military barracks).
- I understand my travel and transportation costs will be reimbursed in accordance with governing guidelines unless I am assigned to an office in my local commuting area. I also understand I must maintain my government travel credit card (TCC) in good standing to remain employed. I am responsible for paying my TCC balance in full each month whether I have been reimbursed or not.
- I understand if the results of the National Agency Check and Inquiry (NACI) investigation raise a question as to my suitability, I may be separated solely on the basis of the information provided.
- I am in receipt of an employee orientation package that includes information about the standards of conduct expected of me in my personal and professional dealings as a Federal employee. I understand that I am responsible for adhering to these requirements, including the safeguarding and proper use of any Government equipment or travel credit card that has been issued to me.

I am aware that if I do not abide by the terms of this agreement my appointment may be terminated

Print name: Jane Doe

Jane Doe — Signature

09/09/2016 — Date

ODA Form HR-005 (01-15)