

2016 Supplemental Agreement on the Non-Duty Hours Legal Studies Program

August 18, 2016

This agreement between the United States Patent and Trademark Office (USPTO or Office) and the Patent Office Professional Association (POPA or Association) supersedes the 2014 Supplemental agreement on the Non-duty Hours Legal Studies program and supplements the original agreement on the Non-duty Hours Legal Studies Program (Program) that was signed on December 15, 1998. All portions of that agreement remain in effect unless superseded by this agreement.

I. Funding for the Program

1. Prior to the beginning of each fiscal year, the USPTO will share with POPA the budget for the Program. The funding will be calculated to capture the costs of the program unless a lower amount of funding is appropriate under Section I.5 of the 1998 agreement.

2. The allocated funding will be divided into three pools, one each for the Fall, Spring, and Summer terms. Beginning in FY 2017, funding will be allocated as follows:

- a. 50% of the available funding for the Fall term;
- b. 40% available for the Spring term, and;
- c. 10% available for the Summer term.

3. Unused funding for the Fall term will be available for the Spring term. Unused funding for the Spring term will be available for the Summer term and potentially for the subsequent Fall term if applications are received early enough.

4. At the request of either party, the parties will discuss, and if necessary, negotiate to the extent required by law, over the percentage of funding allocated to each pool described in paragraph 2 of this section.

6. If requests exceed the allocated amount, or if funding is reduced below what is expected, reimbursements will be reduced based on the percentage that the allocated funding falls below actual costs. For example, if \$2.7 million is available for a term and the costs total \$3 million, each participant will receive 90% of their total requested funding.

7. Requests for funding which are received after the deadlines in section II, paragraph 1, will be paid on a first-come, first-serve basis until the funding limit for the academic term is reached. Employees are reminded that requests for reimbursement must be submitted before the first day of a class.

II. Timing of Reimbursement

1a. Requests for funding must be made before the following deadlines:

- a. By August 15 for the Fall term;
- b. By January 15 for the Spring term, and;
- c. By the earlier of May 15 or the first day of class for the Summer term.

1b. Book receipts must be submitted on or before the following deadlines:

- a. By October 1 for the Fall term;
- b. By March 1 for the Spring term, and;
- c. By July 1 for the Summer term.

2. Employees who attend a law school which operates on an alternative schedule such as trimesters, and who are not permitted to register by the deadlines in section II, paragraph 1, must submit a written estimate of the expenses for which they expect to request reimbursement, by the closest due date prior to the start of an academic term. These estimated amounts will be included in the total calculated in section I, paragraph 2. Requests made by the Fall term deadline for classes that begin after October 1, will be paid out of any funds remaining for the prior fiscal year to the extent practical. Otherwise, they will be paid out of the Spring term funds. In this event, any necessary proration of funding (as set out in paragraph 4 below) for the Spring term will be accomplished through a reduction in funding for subsequent courses taken during the same year (if additional funding is requested).

3. At the close of each of the requesting periods identified above, the Office will total the requests to see if the amount allocated will cover the expenses.

4. If the amount allocated does not cover the amount requested, the Office will determine the percent of the total requested funds that can be covered by the allocated funding (proration).

5. Each request for funding will be reduced by the same percentage identified in paragraph 4 above as indicated in Section I, paragraph 6 of this agreement.

6. Reimbursements to the participants will be processed by the Office through the National Finance Center as soon as this determination can be made.

7. Participants may use a copy of this agreement to help explain the program to the law school they are attending to justify the need for a delayed payment or for other purposes.

III. Employee Service Obligation (Replaces Section IV on Continued Service Agreements in the 1998 Agreement)

1. Subject to 5 U.S.C. 4108(b), an employee who participates in this Program is obligated to continued service with the federal government for 30 days for each credit paid for by the USPTO. If the employee leaves the federal government prior to completing the length of the continued service, the employee's tuition reimbursement obligation will be on a pro rata basis (based on thirty-day increments).

2. If the employee separates from the federal government prior to completing the length of the continued service, the employee's required course materials reimbursement obligation will be for the class(es) for which continuing service was not completed.

3. Continued service begins with the end of the term or prior service obligation period, whichever is later.

4. The "end of the term" is defined as the day of the employee's last final examination or day the last final paper is due for that term.

5. Any reimbursement to the USPTO will be based on the actual tuition cost incurred by the USPTO.

6. If funding for this program is prorated pursuant to section 1 of this agreement as set out above, the continued service requirements for the affected courses will be prorated to the same extent as the funding on a whole day basis. For example, in the scenario set out in paragraph I.6 above, an employee seeking reimbursement for 10 credits would be responsible for 270 of the 300 days. $10 \times 30 = 300$. $300 \times .9 = 270$.

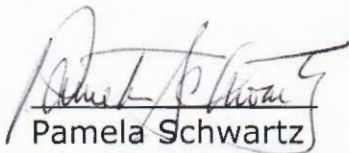
IV. Non-Loan Financial Aid

1. If a participant in the program receives a scholarship, grant, or other non-loan financial aid (scholarship), the scholarship funds will first be used to pay for any course not eligible for reimbursement by the agency under the 1998 agreement. Any remaining scholarship funds will be deducted from the amount of the reimbursement and the continued service requirements will be adjusted to reflect only the portion of tuition expenses paid by the Agency. Participants who are charged a reduced tuition compared to the actual tuition charged by the law school will be reimbursed only for the reduced tuition amount.
2. Participants who receive a scholarship, grant, or other non-loan financial aid are required to disclose the aid received to the Legal Studies Program Administrator.

V. Approval of Courses

1. The USPTO will make available lists of courses for which funding has been approved and disapproved. These lists will be updated at least twice per year, prior to the funding request deadlines for the Spring and Fall terms set forth in section II.a. of this agreement.
2. Employees considering courses for an upcoming semester that are not on the approved list may contact the Program Administrator for review prior to requesting funding. An e-mail to the Program Administrator at legalstudiesprogram@USPTO.GOV is preferred.

Signatures



Pamela Schwartz
President
POPA

8/18/2016
Date



Kathy Matecki
Director
TC 3600

Date