

LAW EDUCATION PROGRAM SERVICE AGREEMENT

1. Having been selected for participation in the Law Education Program (hereinafter referred to as the program), I hereby acknowledge and agree in connection with that program:

a. That I shall be designated as a student judge advocate (195X) without change in Regular or Reserve status, grade or date of rank. Upon successful completion of law school and admission to the practice of law, or sooner if deemed appropriate, I shall be designated as a judge advocate (2500) in the Regular Navy.

b. That I agree as part of the program to pursue legal studies leading to the degree of bachelor of laws or juris doctor at a law school in the United States, accredited by the American Bar Association, for which attendance is approved by the Naval Personnel Command (NPC-4416) and further that I will attend such law school on a nonaccelerated and nondecelerated basis, unless an exception is granted by the Commanding Officer CPPD N2A2, with the concurrence of the Judge Advocate General of the Navy;

c. That I will not engage in outside or paid civilian employment while assigned to law school under this program, unless permitted by law and specifically approved by the Navy Personnel Command (NPC-4416);

d. That I will be assigned to a Navy activity near the law school to be attended in the status of duty under instruction at such law school;

e. That I will be eligible for all pay and allowances appropriate to my grade and length of service as an officer in the Judge Advocate General's Corps, but that hazardous duty pay and special pays (such as sea pay, incentive pay, and flight pay) to which I may have been entitled by virtue of special qualifications or prior duty assignment, will be terminated upon reporting for duty in this program;

f. That mandatory tuition and fees incurred by me in connection with the program will be funded by the Navy, and further that essential books, up to an amount prescribed by service regulations, which are purchased by me in connection with the program, will be funded by the Navy.

g. That I will, at the discretion of the Judge Advocate General of the Navy, during summer vacation periods, either be required to attend school sessions or be assigned to a legal office to perform military duties. In the event I am assigned to duty at a legal office, such duty shall, to the extent possible, involve legal and paralegal tasks consistent with my law education and experience and will be performed at command or activity as near to my law school as practicable, except when otherwise directed by the Judge Advocate General of the Navy;

h. That, upon successful completion of law school, I will make prompt application of admission to practice law before a federal court or the highest court of a state, or the District of Columbia in the jurisdiction of: (1) the law school attended; (2) my domicile; or (3) if approved by the Judge Advocate General of the Navy, any other jurisdiction in which I may be eligible to seek admission to the practice of law. In the event I apply for admission to the practice of law in a jurisdiction which requires the passage of a bar examination, in addition to graduation from law school as condition to admission to the bar, I agree to take the first bar examination after receipt of the law degree (and the next bar examination, in the event I fail the first);

i. That I will, upon notification of satisfactory completion of all the requirements for admission to the practice of law before a federal court or the highest court of a state, territory, commonwealth, or the District of Columbia, make prompt arrangements at no cost to the government, to proceed to, and be admitted to, the practice of law before that court;

j. That I will accept transfer or detail as a judge advocate upon successful completion of law school;

k. That if upon successful completion of law school, I fail to attain admission to the practice of law before a federal court of a state, territory, commonwealth, or the District of Columbia, within a reasonable period of time as defined by the Judge Advocate General, I agree to accept an appointment in the designator I held prior to my acceptance into the program and to serve the obligated active-duty service computed under paragraphs 1.m and 1.n below;

l. That I shall serve on active duty following completion of training under this program, for a period of two (2) whole years (24 months) for each year (12 months) or part thereof of my training in the program. For purposes of the preceding

sentence, my training in the program commences as of the date of my reporting for duty under instruction to the unit to which first assigned while attending law school and terminates on the earliest of the following dates: (1) my admission to the practice of law before a federal court or the highest court of a state, territory, commonwealth, or the District of Columbia; (2) my detachment from duty under instruction; or (3) conferral of a law degree. The active-duty-service obligation commences to run on the day following the day my training in the program terminates. My active-duty service obligation is computed in 2-year increments, not on a monthly or other proportional basis for both whole and partial years of training;

m. That my service obligation incurred in this program is in addition to any service obligation incurred by me under any other provision of law or agreement, except that periods of time spent during summer vacation, periods between law school, while in a leave status or under orders at a legal office will be subtracted on a day-for-day basis for any obligated service accrued prior to entering this program;

n. That I will not enter my resignation or request release from active duty until I have completed my active-duty service obligation under this program, in addition to any other service obligation; if I should voluntarily or because of misconduct, fail to complete the period of active duty specified in the agreement, I will reimburse the United States in an amount that bears the same ratio to the total cost of advanced education provided me as the unserved portion of active duty bears to the total period of active duty I agreed to serve;

o. That, in the event prior to graduation from law school, I am terminated for failure to maintain acceptable grades, or abandonment of the study of law, or for other reasons, as determined by the Judge Advocate General of the Navy, I agree to accept an appointment in the designator I held prior to my acceptance into the program and to serve 1 whole year (12 months) of active-duty service in that designator for each whole year (12 months) or any part thereof in the program not to exceed 3 years in total;

p. That section 671a of Title 10, United States Code, set forth below, may affect my service obligation:

671a. Members: service extension during war.

Unless terminated at an earlier date by the Secretary

concerned, the period of active service of any member of an armed force is extended for the duration of any war in which the United States may be engaged and for six months thereafter.

671b. Members: service extension when Congress is not in session.

(a) Notwithstanding any other provision of law, when the President determines that the national interest so requires, he may, if Congress is not in session, having adjourned sine die, authorize the Secretary of Defense to extend for not more than six months enlistments, appointments, periods of active duty, periods of active duty for training, periods of obligated service, or other military status, in any component of the Armed Forces of the United States, that expire before the thirtieth day after Congress next convenes or reconvenes.

(b) An extension under this section continues until the sixtieth day after Congress next convenes or reconvenes or until the expiration of the period of extension specified by the Secretary of Defense, whichever occurs earlier, unless sooner terminated by law or Executive Order.

q. That federal statutes and pertinent regulations applicable to the personnel in the United States Navy may change without notice, and that such changes may affect my status as a commissioned officer and obligations to serve as such.

2. I certify that I have read and completely understand the meaning and content of the foregoing. No promises, either written or oral, have been made to me in connection with my application for this program, except as specified herein. I acknowledge receipt of a copy of this agreement.

(Signature of Witnessing Officer)

(Signature of Applicant)
(Must be witnessed by Naval
Officer or Notary Public)

(Typed Name and Grade of
Witnessing Officer)

(Typed Name of Applicant)

(Typed Social Security Number
of Witnessing Officer)

(Date)