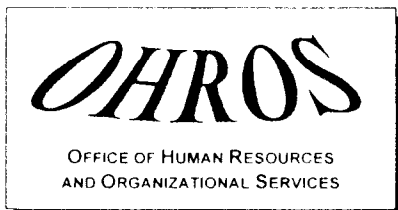




# Intergovernmental Personnel Act Policy and Procedures Manual (IPA)



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## CHAPTER 1

INTRODUCTION1. BACKGROUND

The U.S. Environmental Protection Agency (EPA), since 1971, has been one of the leaders in implementing the mobility provisions of Title IV of the Intergovernmental Personnel Act (IPA) of 1970, as amended (Public Law 91-648.) Temporary assignments governed by the *Intergovernmental Personnel Act* allow for the interchange of employees between the federal and non-federal sectors. Temporary assignments between federal agencies are addressed in *Interagency Agreements*. Assignments under the Intergovernmental Personnel Act are commonly referred to as "intergovernmental mobility assignments," "IPA mobility assignments," or simply "IPA assignments" and will be referred to, as such, throughout this manual.

In 1995, the Agency's "IPA Program" was audited by the Office of Inspector General (OIG). As a result, the Office of Human Resources and Organizational Services (OHROS) revised the Agency's IPA Policy and Procedures Manual to improve upon internal administrative controls and provide managers with a better understanding of the program. This manual replaces previous guidance provided in the EPA IPA Policy and Procedures Manual, approved April 3, 1989, and in the abolished Federal Personnel Manual (FPM), Chapter 334, dated December 1, 1983.

2. PURPOSE

The purpose of Title IV of the IPA of 1970, as amended, is to facilitate intergovernmental cooperation to improve the exchange of personnel and the quality and effectiveness of personnel resources; allow employees to perform assignments mutually beneficial to the organizations involved; and allow employees to gain valuable experience in working at various levels of government. Under the mobility provisions of the Act, employees may be assigned between federal, state and/or local

governments,<sup>1</sup> institutions of higher learning, Indian tribal governments and "other organizations"<sup>2</sup> approved by the Office of Personnel Management (OPM) or the Agency.

The objective of the Act is clear: to make it feasible and simple to assign people to other organizations for short periods of time when the assignment can serve a sound public purpose. Work assignments which provide experience and understanding of operations at a different level of government, thus, improving the employee's effectiveness in his/her regular assignment, are fully within the scope of the law. With continued cooperation by managers and personnel at all levels, participants and their organizations can benefit considerably from IPA assignments.

The Act is focused on employee interchange as a means of solving common problems and sharing hard-to-find expertise. It provides the legal means to temporarily move skilled people between appropriate organizations whenever there is sufficient need and a common interest.

### 3. AUTHORITY

Section 3376 of Title 5, United States Code (USC), authorizes the President to prescribe regulations necessary to carry out the provisions governing the IPA program. By Executive Order 11589 of April 1, 1971, the President delegated to the Civil Service Commission (now the Office of Personnel Management) the authority to issue guidance necessary to administer these provisions. OPM's authority to implement regulations is found in Title 5 Code of Federal Regulations (CFR) Part 334.

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<sup>1</sup> For the sake of convenience, the term "state and/or local governments", as used in this manual, will also include public or private institutions of higher education, Indian tribal governments, and other organizations as approved by the Office of Personnel Management.

<sup>2</sup> Other organization means a national, regional, statewide, area-wide, or metropolitan organization representing member state or local governments; an association of state or local public officials; a non-profit organization which has as one of its principal functions the offering of professional advisory, research, educational, or developmental services, or related services to governments or universities concerned with public management; or a federally-funded research and development center.

#### 4. WHAT IS AN IPA?

An "IPA assignment" is a personnel assignment authorized under the IPA of 1970. As an integral part of EPA's outreach program to states and/or local governments, IPA assignments serve the Agency in three principal ways: (1) as a means of acquiring hard-to-find expertise and skills for the solution of common problems, (2) by providing a training ground where EPA employees can experience first-hand application of environmental programs and regulations at the grass roots level, and (3) by enabling EPA and the environmental community to communicate environmental concerns and information in a uniquely flexible way.

An IPA assignment occurs when a federal or non-federal employee leaves his/her "home organization" to work for a "hosting organization" on a temporary basis. In accordance with the Act, EPA approves assignments which clearly demonstrate a mutual benefit to EPA and its counterpart in the non-federal sector.

Employees may be placed in an IPA assignment on a detail or by appointment. Employees *on detail* remain employees of their permanent agencies for all purposes except work and supervision. Employees *on appointment* are on leave-without-pay status in their "home organizations" and are given appointments into the "hosting organization" in accordance with the terms of the written Assignment Agreement and the personnel policies of the "hosting organization". The manual distinguishes between the two cases when the IPA guidelines differ for assignees on detail and on appointment.

Personal contact or official correspondence between EPA managers and their non-federal counterparts is the most common way for IPA assignments to be proposed.

#### 5. ARRANGING AN ASSIGNMENT

An assignment under the IPA must be implemented by a written Assignment Agreement (OF69 Rev. 9/79, EPA Version [06-97]). The primary purpose of the Assignment Agreement is to officially document the temporary assignment of an employee under the IPA. The Assignment Agreement also establishes the basis for personnel

and financial transactions which facilitates these temporary assignments. In addition, the Assignment Agreement provides statistical data on mobility program activities which may be furnished, without personal identification, to other federal agencies, Congress, or other interested parties or individuals under the Freedom of Information (FOI) Act. The specific contents of the agreement will vary according to the assignment. The assignment procedures discussed in this manual apply equally, unless otherwise specified, to the assignment of an employee from EPA to a state and/or local government, or vice versa. The assignment may involve one or more persons. It may be drawn up in conjunction with reciprocal agreements, or it may be a one-way agreement regarding a detail or an appointment.

IPA assignments are management-initiated actions which may be proposed by either a state and/or local government or EPA. Only management representatives and personnel officers are involved in the initiation and negotiation of assignments. Individual employees can not become involved in initiating or proposing their own assignment to a state and/or local government, nor should EPA officials deal directly with individual state and/or local employees who personally seek assignments to EPA. Assignments arranged to meet the personal interests of employees or solely to meet workforce ceilings are contrary to the spirit and intent of the IPA. The assignment is voluntary and must be agreed to by the employee.

The overriding factors which must be taken into account by officials when negotiating an IPA assignment are the benefits which will accrue to the participating organizations and the impact on the effective delivery of public services.

## 6. POLICY

It is Agency policy to utilize the IPA program to the maximum extent possible consistent with the provisions of the Act. Both technical and administrative personnel can be utilized to cover a wide variety of assignment types. Where costs are involved, maximum flexibility is allowed to determine the share to be borne by the parties to the agreement. However, the organization benefiting the most from an IPA assignment is expected to bear the greater share of the costs. Agency policy

requires that a "Cost/Benefits Justification Form," EPA Form 3140-36 (9/96), (Figure 5-1), be submitted to the Agency IPA Coordinator for all IPA assignments to substantiate specific tangible and intangible benefits. A sample "Cost/Benefits Justification" is shown in Figure 5-2.

It is important that the right people be assigned to state and local governments--people who are fully qualified for the given assignment and who will be able to work effectively with state and local personnel. When employees from state and local governments are selected for assignment to EPA under this program, they should also be carefully chosen and EPA should make the most of the opportunity to utilize their talents. Under the IPA, participating organizations must ensure fair treatment in selecting employees for intergovernmental assignments, without regard to political affiliation, race, color, national origin, age, sex, sexual orientation, religious creed, or physical handicap.

The Agency IPA Coordinator will refer Headquarters Assignment Agreements to the Office of General Counsel (OGC) for a determination if there is a question of possible conflict-of-interest in the assignment prior to granting final approval or concurrence. Human Resources Officers (HRO) in the regions and the field (EPA Labs/Centers) are responsible for submitting all legal questions regarding Assignment Agreements to their Regional Counsel, senior regional legal enforcement manager(s), or his/her designee for review for possible conflict-of-interest prior to approval of the Assignment Agreements.

In keeping with the spirit of the Act, which provides the legal means to temporarily assign skilled people between appropriate organizations whenever there is sufficient need and a common interest, an IPA assignment will not be used to gain permanent employment with the mobility employer or to secure temporary employment in a geographic area to which the employee anticipates moving or retiring at the conclusion of his/her career.

Employers are not to convert employees to a different employment status for the sole purpose of the employee becoming eligible to participate in the program. An "Employment Status



Certification Statement," EPA Form 3140-34 (8/96), (Figure 5-3), must be completed to certify participant eligibility prior to approval of an IPA assignment.

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## CHAPTER 2

GENERAL PROVISIONS1. COVERAGE

The following employees and jurisdictions ARE eligible for IPA participation.

A. Federal Government. Any part-time or full-time federal employee with a career or career conditional appointment (not otherwise excluded) in the competitive service, including career appointments in the Senior Executive Service (SES), and attorneys in the excepted service, from any of the following jurisdictions:

- Federal Executive Agencies
- Administrative Office of the United States Courts
- Library of Congress
- General Accounting Office
- Botanical Gardens
- Government Printing Office
- Congressional Budget Office
- United States Postal Service
- Postal Rate Commission
- Office of the Architect of the Capitol

B. State and/or Local Governments, Institutions of Higher Learning, and Other Organizations. Any permanent (career) employee from one of the following jurisdictions who has been employed for at least 90 days prior to entering into a mobility assignment with a federal agency:

- An agency of a state or local government

- An instrumentality of a state or local government, provided that the organization within which it is located is either:
  - (1) government created or controlled;
  - (2) public or non-profit in nature (e.g., primary and/or secondary institutions covered under local school districts); or
  - (3) has some governmental function delegated to it, with the intent that it functions as an instrumentality.
- A multi-state or intra-state authority
- The District of Columbia
- The Commonwealth of Puerto Rico
- A territory or possession of the United States
- A junior college
- A private, public and/or technical four year college and/or university
- A federally funded research and development center (which formally had to apply for certification), defined as amended by the National Defense Authorization Act for FY95, Public Law 103-337
- Another (OPM or agency-certified) non-profit organization (which has as one of its principal functions the offering of professional advisory, research, educational or developmental services, or related services, to governments or universities concerned with public management).

If an organization is interested in becoming agency-certified as an eligible participant of the IPA

program, a request should be mailed to:

Agency IPA Coordinator (3641)  
U.S. Environmental Protection Agency  
401 M Street, SW  
Washington, DC 20460

The certification request must include a copy of the organization's articles of incorporation, by-laws, Internal Revenue Service (IRS) non-profit statement, and any information describing the organization's public management activities. A sample letter from a non-profit organization requesting certification of eligibility for the IPA program is shown in Figure 5-4. Interested organizations should contact the Agency IPA Coordinator for a list of current eligible organizations previously approved by OPM (5 CFR Part 334, section 334.103 was changed to require the non-profit status of "other organizations" to be determined by agencies, not OPM).

C. Indian Tribal Governments. Any member of the governing body of any Indian tribe, band, nation, or other organized group or community; and/or any Alaska native village as defined in the Alaska Native Claims Settlement Act (85 Stat. 688).

D. Foreign Nationals. A foreign national may participate only if such participation is consistent with EPA appropriations and if the individual is an eligible employee of an institute of higher learning or a state or local government within the United States.

## 2. RESPONSIBILITIES

### A. Agency Responsibilities.

(1) Director, Office of Human Resources and Organizational Services is responsible for developing policy and procedural guidelines and directing assignments of employees under the Act. This authority is re-delegated from the Assistant Administrator for Administration and Resource Management, through the Director, OHROS and the Director, Human Resource Staff for



OA/OIA and SES, to the Agency IPA Coordinator as authorized by Delegation 1-9, titled "Intergovernmental Personnel Act (IPA) Program."

(2) EPA Managers and Supervisors are responsible for:

(a) maintaining an awareness of the objectives and requirements of mobility assignments under the IPA; ensuring that their staffs are familiar with IPA provisions and that program officials are responsive to requests from state and local governments;

(b) utilizing IPA assignments as an effective management tool for accomplishing program objectives; ensuring that all recommended assignments are mutually beneficial to both parties involved, as well as the employees;

(c) initiating and negotiating Assignment Agreements. The most common way that IPA assignments are proposed is through personal contacts or official correspondence between EPA managers and their non-federal counterparts. Only management representatives and personnel officers are authorized in the initiation and negotiation of assignments. Individual employees are not authorized to initiate these discussions. Managers should discuss the purposes and benefits of the assignment, cost-sharing arrangements, length of time involved for the proposed assignment, and skills required with their counterpart organizations;

(d) ensuring that funds obligated against reimbursable authorities established for IPA assignments requiring advanced payment are limited to the amount of the advance received from the non-federal organization;

(e) utilizing the IPA program to render local assistance and carry out environmentally related programs in which EPA has a vested interest;

(f) ensuring that necessary leave records and progress reports associated with the IPA assignment are maintained;

(g) developing performance agreements for any EPA employee with three months or more of service on an IPA assignment during any given rating year.<sup>3</sup> A rating is required from the EPA supervisor of record and must be provided to the employee. The agreement must be on "Performance Agreement, Appraisal and Certification," EPA Form 3115-24 (Rev. 8-87), (Figure 5-5),<sup>4</sup> and signed by the EPA supervisor of record, if a General Schedule (GS) employee is involved; or "Performance Agreement, Appraisal and Certification for Supervisors, Managers and Executives," EPA Form 3140-32 (9-92), (Figure 5-6), if supervisors, managers or executives are involved;

(h) ensuring that applicable federal, state, and local government conflict-of-interest laws have been reviewed with individuals proposed for IPA assignments to ensure that conflict-of-interest situations do not inadvertently occur during the course of an assignment;

(i) certifying (in the "Employment Status Certification Statement," EPA Form 3140-34 (8/96), (Figure 5-3), that it is not their intent to recruit and/or hire an IPA assignee to a "like position" while he/she is on a temporary assignment to the Agency; and

(j) meeting obligations to employees returning to their "home organizations". Upon completion of the assignment, managers must certify in the "Program's Certification of Employee Status," EPA Form 3140-35 (6/97), (Figure 5-7), that their employee has returned to the "home organization" and there is no liability to the U.S. Government for expenses incurred during the IPA assignment. Certification of the above will ensure tighter internal management controls of the mobility program, reduce the

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<sup>3</sup>A new performance management system is being developed. When implemented, the performance management program in effect in the employee's EPA office may have a different minimum rating period than the Agency standard. If the lengths of these two periods differ, the requirements of the employee's EPA office apply.

<sup>4</sup>The performance management program in effect in the employee's EPA office may require the use of a different form. If these forms differ, the requirements of the employee's EPA office apply.

likelihood of individual financial liability to the federal government, and clarify programmatic uncertainties.

(3) Senior Program Officers (SPO) and Headquarters, Regional/Field Human Resources Officers are responsible for:

(a) participating in the negotiation of IPA assignments and advising and assisting managers and employees in the preparation of necessary documentation for IPA assignments;

(b) ensuring that necessary personnel documents are submitted to the Agency IPA Coordinator for concurrence or approval;

(c) recommending approval or disapproval of proposed IPA assignments of EPA employees to state or local governments within their respective regions;

(d) making all changes recommended by the Agency IPA Coordinator and returning the corrected or amended Assignment Agreements to the Agency IPA Coordinator within 10 working days;

(e) assuring that the assignee does not begin an IPA assignment or incur any expenses under the IPA agreement until all appropriate signatures have been obtained and the assignment approved by the Agency IPA Coordinator;

(f) assisting managers in returning EPA employees to duty in appropriate positions at the expiration of IPA assignments, in accordance with governing personnel regulations; and

(g) sending to the assignee and his/her supervisor, in accordance with the provisions of the Assignment Agreement or prior to the expiration of the assignment, "Assignee's Evaluation of Mobility Assignments," EPA Form 3140-18 (Rev. 06/97), (Figure 5-8), and "Supervisor's Evaluation of EPA's IPA Personnel Exchange Program," EPA Form 3140-20 (Rev. 06/97), (Figure 5-9), for completion. The completed forms are to be forwarded to the Agency IPA Coordinator at the address shown on the forms.

(4) Chief of Staff/Deputy Chief of Staff<sup>5</sup>, Assistant Administrators, Inspector General, General Counsel, and Regional Administrators are responsible for:

(a) approving IPA assignments of employees under their jurisdiction when the costs to EPA do not exceed 30 percent of salary costs or whenever extensions are requested and forwarding those Assignment Agreements to the Agency IPA Coordinator for concurrence (the Director, OHROS has delegated approval of any cost exceeding 30 percent of salary to the Agency IPA Coordinator); and

(b) signing and submitting to the Agency IPA Coordinator, an annual written assessment of program administration and sponsorship for their particular offices. The continued submission of these written assessments will assist the Agency IPA Coordinator in responding to Congressional, Office of Management and Budget (OMB), OPM, and FOI requests. (See paragraph 13-C, Annual Written Review).

(5) Headquarters Budget Division is responsible for:

(a) ensuring that IPA assignments are included in Agency estimates of reimbursement at the beginning of each fiscal year;

(b) ensuring that reimbursable budget authority is issued to Allowance Holders for IPA assignments when advances or reimbursements are received; and

(c) ensuring that the Finance Office is notified of the issuance of reimbursable authority for an IPA and activating the reimbursable account number(s) for Allowance Holders.

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<sup>5</sup> Approval of all IPA assignments originating in the Immediate Office of the Administrator, the Associate Administrator's Offices, or one of the Staff Offices reporting directly to the Administrator is re-delegated to the Chief of Staff/Deputy Chief of Staff.

(6) Finance Offices are responsible for:

(a) ensuring that they follow appropriate accounting procedures for IPA reimbursements provided by the Headquarters Financial Management Division, Office of the Comptroller;

(b) billing the non-federal entities for the amount specified in the Assignment Agreements in accordance with the Policy Announcement (PA), No. 97-104, dated March 3, 1997, issued by the Office of the Comptroller pertaining to funding for reimbursable IPA agreements;

(c) recording advances of funds for reimbursable work as an unearned revenue;

(d) establishing a liability and reducing the liability by accrued costs;

(e) tracking the advance throughout the life of the IPA agreement. As such, reconciling actual cost against paid advances bi-weekly (or when appropriate); billing the non-federal entity as soon as possible if actual costs are more than the advance provided; preparing final reconciliation upon completion of assignment to determine if any refunds are due the non-federal entity, and sending refunds (if applicable) as soon as possible; and

(f) activating account number(s) after receiving notification from the Budget Division that the reimbursable authority has been issued against an IPA.

(7) Agency IPA Coordinator is responsible for:

(a) program oversight, taking corrective administrative actions as necessary to resolve problems and correct errors;

(b) reviewing all Assignment Agreements for regulatory compliance and ensuring that necessary concurrences and approvals have been obtained from the appropriate officials;

(c) advising Headquarters managers and employees regarding the goals and provisions of the IPA program and assisting in the preparation of necessary documentation;

(d) approving the Assignment Agreement if the agreement calls for the Agency to pay more than 30 percent of salary and concurring if the agreement calls for the Agency to pay 30 percent or less;

(e) notifying the appropriate HRO or SPO of such approval or concurrence;

(f) approving extensions, in accordance with the rules governing the maximum length of an IPA Assignment, when the extension is fully justified and of mutual benefit to the organizations concerned;

(g) advertising open requests throughout the Agency and notifying officials in the state and local governments of opportunities under the IPA program;

(h) maintaining a complete file of all IPA Assignment Agreements and confidential IPA evaluation forms while the assignment is in progress and for a period of two years following the termination of the assignment;

(i) forwarding copies of all completed Assignment Agreements to the appropriate programs utilizing the program; and

(j) approving/rejecting certification of non-profit organizations for participation in the IPA mobility program.

(8) Employees are responsible for:

(a) agreeing to return to the federal government (as a condition of accepting an IPA assignment) and, upon return, serving for a period of time equal to the length of the assignment. If the employee fails to carry out this agreement, he/she must reimburse EPA for its share of the costs of the assignment (excluding salary and benefits);

(b) ensuring that the IPA Assignment Agreement accurately documents duties and responsibilities that they are expected to perform and any job-related training they will receive, while on assignment;

(c) while on assignment, completing and submitting progress reports to the Agency IPA Coordinator no later than 10 work days following the close of each fiscal year (September 30). In addition, "Assignee's Evaluation of Mobility Assignments," EPA Form 3140-18 (Rev. 06/97), (Figure 5-8), must be submitted to the Agency IPA Coordinator within 10 work days following the end of the assignment; and

(d) working with the EPA supervisor of record to ensure appropriate documentation of performance agreements and appraisals are in place.

B. State and/or Local Government Responsibility. When an assignment involves the detail or appointment of a state and/or local government employee to EPA, specific provisions must be made in the Assignment Agreement. Some of the provisions are that the employee involved will return to the original agency, to the position occupied prior to the assignment or to one of "like" grade and pay, and that all rights and benefits of the employee will be fully protected while on the IPA assignment.

Within 10 working days of the end of the assignment, the supervisor at the "hosting organization" must complete and submit "Supervisor's Evaluation of EPA's IPA Personnel Exchange Program," EPA Form 3140-20 (Rev. 06-97), (Figure 5-9), to the Agency IPA Coordinator.

C. Mutual Responsibilities. Before the Agency makes a decision on an IPA assignment, the employee must be informed of the impact on his/her rights and benefits. For example, an employee should understand not only the conditions under which leave is earned, but also recognize the extent to which an assignment may affect accrued leave. In negotiating an assignment, all parties should keep in mind the effect of assignments upon the rights of an employee resulting from collective bargaining agreements or established relationships under either state and/or local laws or regulations of Executive

Order 11491, as amended. Executive Order 11491 states ". . . each employee of the Executive Branch of the federal government has the right, freely and without fear of penalty or reprisal, to form, join, and assist a labor organization or to refrain from any such activity and each employee shall be protected in the exercise of this right." Therefore, an executive agency should consider the possible effects of assigning an employee to a position in a state and/or local agency which requires membership in a union, and in some cases, the payment of the equivalent of union dues under an agency-shop agreement as a condition of employment.

Responsible offices should negotiate with non-federal entities to make advance payments or prepayments to EPA before the effective date of the IPA assignment. Prepayment keeps EPA from using its direct appropriation for funding IPA assignments, thereby having more funds free for other expenditures. When non-federal entities are not able to provide an advance or prepayment, managers, supervisors, SPOs, HROs, and the Agency IPA Coordinator must ensure that this is documented in the Assignment Agreement so that finance offices can promptly bill the non-federal entities for actual cost(s).

### 3. EXCLUSIONS FROM IPA PARTICIPATION

The following ARE NOT eligible for IPA participation:

A. Federal Government. Employees of federal agencies holding time-limited, temporary or term appointments; non-career or limited SES appointments; Schedule C and Administratively Determined (AD) appointees; Armed Forces personnel; or Commissioned Corps Officers of the Public Health Service and/or the National Oceanographic and Atmospheric Administration.

B. State and/or Local Governments. Elected state and local officials.

C. Institutions of Higher Learning. Graduate students, research assistants, or visiting professors/associates, who are not considered permanent employees of the institutions.



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D. Indian Tribal Governments. There are no exclusions as long as they meet 1-C of this chapter.

E. Foreign Nationals. Assignments with universities of foreign countries are not permitted under the IPA regulations. Assignments directly to foreign countries are not permitted.

F. Other Organizations. Employees who are not permanent career employees for at least 90 days prior to entering into a mobility assignment.

4. LENGTH OF THE ASSIGNMENT

A. The mobility provisions are for temporary assignments of two years or less. Assignments should be kept to the minimum time period necessary to complete the objective and assigned tasks. Assignments can be made on a full-time, part-time or intermittent basis. The Agency IPA Coordinator may approve an extension of a two-year assignment for up to an additional two years when the extension is fully justified and of mutual benefit to the organizations concerned. However, extensions of assignments that exceed a total of four consecutive years, whether the assignment is full-time, part-time or intermittent, will not be granted.

Successive agreements (e.g., employees going from one assignment to another) without a break of at least 60 calendar days will be regarded as continuous service under the mobility program and are not allowed under the IPA authority. IPA assignments will not be extended without assignee performance evaluations being current and in the Agency's IPA reporting system. Before an extension is made, the EPA supervisor of record should consider very carefully the impact of lengthy assignments on the operations of EPA organizations.

B. An employee completing a mobility assignment or combination of assignments totaling four years must return to the original employer for at least 12 months before he/she can be considered for another mobility assignment. Even then, multiple mobility assignments for one individual should be approved only after the Agency has determined that the employee in question is the only person available and capable of fulfilling the new

assignment. Such an assignment can only be approved for an additional two years and may not be extended again. The maximum limit for IPA assignments is six years during an employee's career regardless of whether or not that employee is a federal employee or a non-federal employee.

C. When assignments of EPA employees are extended beyond two years, the Chief of Staff/Deputy Chief of Staff, Assistant Administrator, Inspector General, General Counsel or Regional Administrator must submit to the Agency IPA Coordinator a written justification for the extension. The justification should be submitted along with the "Mutually Agreed Upon Extension Assignment Agreement."

D. For state and/or local government employees on assignments to EPA who are extended beyond two years, the extension justification statement must clearly state that the assignment's impact has been fully discussed with the outside organization.

## 5. FURLoughS

The specific authority for furloughing persons who are working under an IPA mobility agreement, either inside the federal government or with other organizations, will depend upon the nature of individual agreements, the status of the appointment, and/or the funding arrangements for the specific assignment. As a general rule, the following principles are applicable in determining whether to furlough personnel on IPA mobility assignments:

- Personnel from non-federal organizations on appointment to the federal government are subject to furlough in the same manner as other employees.
- Personnel on detail to federal agencies from non-federal organizations which share part of the cost of the detail may continue to work if the federal portion of the cost was obligated from prior year appropriation, at the time the IPA mobility agreement was executed. In the event that a furlough takes place during the second year

of an agreement, at which time no funds are appropriated, the assignment will be terminated.

- Personnel on detail to federal agencies from non-federal organizations which do not pay or share the cost of the detail are subject to furlough in the same manner as all EPA employees.

Employees on a reimbursable detail from the Agency will not be subject to furlough, due to lack of funds, if full reimbursement continues. However, if reimbursement is reduced or eliminated, the employee will be subject to furlough. Agencies may prorate the required furlough time for employees being paid by the outside organization during only part of the furlough period. Federal employees assigned to non-federal organizations who are on LWOP from their federal positions may continue working.

## 6. FINANCING AN IPA ASSIGNMENT

A. General. The financial arrangements governing a mobility assignment are negotiable between the participating agencies. Financial aspects covered include pay, fringe benefits, relocation costs, and travel and per diem expenses. The financial arrangements have an impact on the employment ceiling in an individual's office as follows:

(1) EPA employees on detail to state and/or local governments are not counted against the ceiling if the organization to which an assignment is made reimburses the Agency for at least 51 percent of an assigned employee's salary cost during the assignment. If the Agency is responsible for more than 49 percent of the employee's salary, the employee is counted against ceiling.

(2) EPA employees placed on leave-without-pay (LWOP) while on appointment(s) to state and/or local governments are not counted against ceiling.

(3) State and/or local government employees on detail into EPA are not counted against ceiling regardless of the reimbursement.

(4) State and/or local government employees on an appointment to EPA under 5 USC 3374 (a)(5) are counted against ceiling.

Under no circumstances are mobility assignments to be made solely to comply with workforce ceilings.

B. Grant Funds. Under the IPA, there is no prohibition against using grant funds to support, in whole or in part, an IPA assignment for an EPA employee. In such cases, the concurrence of the funding agency should be obtained. However, grant funds may not be used for state employees on IPA assignments into EPA.

Job duties and responsibilities must be clearly defined when grant funds are involved in an IPA agreement. Functions performed by an EPA employee working for a state agency pursuant to an IPA that are exclusively EPA functions are not appropriate activities for an IPA funded by a federal grant. To the extent that the EPA employee performs an activity that is a function of both the state and EPA, he/she may carry out that responsibility during the IPA assignment, so long as the principal purpose of the grant is to support state functions. However, under no circumstance should employees serving as Project Officers be allowed to participate in IPA assignments funded by grants that they oversee and monitor.

C. Cost Analysis. A cost analysis will be required for all IPA assignments that involve the Agency funding either per diem or relocation expenses.

In addition to the cost analysis, the submission of a "Cost/Benefits Justification Form," EPA Form 3140-36 (9/96), (Figure 5-1), with specific tangible and intangible criteria to be addressed, will also be required for all IPA Assignments. The criteria is required in response to item #26, Federal Agency Obligations, in the IPA Assignment Agreement, regardless of whether or not the Agency pays more than 49 percent of salary costs for a period of time exceeding six months.

## 7. REIMBURSEMENT FOR ASSIGNMENTS

A. General. EPA and the state or local government concerned may agree to establish the assignment on a wholly or partially reimbursable or non-reimbursable basis, including travel and transportation expenses, allowable relocation costs, pay, supplemental pay, and fringe benefits. Chapter 5 provides additional guidance on the procedures for reimbursable agreements and submission of the OF69.

In the past, Agency practice has been to exclude anticipated reimbursements resulting from IPA assignments when requesting reimbursable authority from OMB. EPA employees on IPA assignments to non-federal entities were paid from EPA's direct appropriation. The direct appropriation was then refunded through subsequent billing of and payment from the non-federal entities. However, the expenditure was not reclassified into a reimbursable expenditure.

B. Funding for IPA Assignments. Beginning Fiscal Year 1997, the Budget Division has included reimbursements for IPAs in its request for reimbursable authority from OMB. According to OMB Circular A-34, budgetary resources available for obligation for reimbursable work given to non-federal entities are limited to the amount of the advance or payments received from the non-federal entities.

For policy and procedural guidance on proper accounting and reporting of budgetary resources for reimbursable IPA agreements, refer to the IPA-related Policy Announcements issued by the Office of the Comptroller under the Office of the Chief Financial Officer.

### C. Establish Reimbursable Budget Authority.

(1) IPA assignments approved or extended on or after the date of issuance of the Policy Announcement will be funded by reimbursable authority. The Budget Division will ensure that anticipated reimbursements from non-federal entities resulting from IPA assignments are included in its estimates of reimbursements at the beginning of each fiscal year and that reimbursable budget authority is issued for IPA assignments when

advances or reimbursements are received. In addition, allowance holders may obligate funds against the reimbursable authority only up to the amount of payments actually received from the non-federal entity.

(2) Reimbursable account numbers will be established and activated by the Cincinnati Financial Management Center (CFMC) once the Headquarters Budget Division has informed CFMC that authority has been issued for reimbursable IPA agreements. These reimbursable agreements will be processed under existing Agency requirements for reimbursable activities. This means that EPA employees' accounts funded under a regular appropriation will be amended partially or wholly to a reimbursable account when their IPA assignments become effective.

D. Request Advance Payments or Prepayments for IPAs.

(1) Responsible offices should negotiate with non-federal entities to make advance payments or prepayments to EPA before the employee's effective date of assignment.

(2) Advance payments may be made for the full amount (duration of the IPA agreement) when the agreement is signed or may be made in installments before the services are performed. If payment is made in installments, the value of each installment should not be less than the amount required to fund one fiscal quarter of the assignment. This means that the IPA assignment will be funded initially for at least three months. However, if the non-federal entity agrees to prepay or to provide funds for the duration of the IPA agreement, then EPA must accept. IPA agreements will include the terms of the advance or prepayment.

(3) The advance will be deposited to the reimbursable account within the appropriation that will be used to pay the salaries and expenses of EPA employees who are on IPA assignments. If the terms of the IPA agreement stipulate full reimbursement, IPA employees will be transferred from a fixed account number to a reimbursable account number. If the terms of the agreement stipulate partial reimbursement, IPA employees will have a fixed account number and a reimbursable account number.

E. Bill for Advances or Reimbursements.

(1) When non-federal entities agree to pay in advance, finance offices must bill in advance. Bills must be sent to ensure collections are received at least 10 working days before the employee's effective date of the assignment.

(2) When non-federal entities are not able to provide an advance or prepayment, that fact must be justified and appropriately documented in the Assignment Agreement. The IPA assignment can then be effected. Finance offices must promptly bill the non-federal entities for actual cost. When payments are received, finance offices will notify the program office that payment has been received and they should ensure that the direct appropriation is adjusted and the reimbursable account properly charged for expenditures.

F. Recognize Budgetary Resources. Budgetary resources for anticipated advances and reimbursements must be recognized when actual payments are received. This means that program offices may not obligate or spend against the anticipated advances or reimbursements until actual payment is received.

G. Billing. In order to ensure appropriate lead time for advance billing, program offices must submit all IPA agreements that involve prepayments to the Agency IPA Coordinator not later than 60 days prior to the proposed effective date of the assignment. Program offices must inform prospective IPA participants that they can not begin their assignment(s) prior to receiving written or verbal approval from the Agency IPA Coordinator.

H. Other Costs. Federal agencies are precluded from reimbursing state or local governments for any overhead costs associated with negotiating an Assignment Agreement, preparing and/or maintaining payroll records or developing any reports on the mobility assignment, tuition credits, office space, furnishings, supplies, staff support, and computer time. Real estate or house hunting trips cannot be reimbursed because of the temporary nature of an IPA assignment.

I. Supplemental Pay. Managers have flexibility when negotiating the reimbursement of supplemental pay. Supplemental pay may vary during the assignment depending on the employee's entitlement to promotions, within-grade increases, pay plan revisions, or comparable changes in pay from state or local government organizations. IPA organizations may agree to reimburse all, some, or none of the supplemental pay. The determination of whether an employee is entitled to supplemental pay is made by the Agency official authorized to sign the written Assignment Agreement. Employees must, however, be informed of supplemental pay decisions prior to being assigned to an IPA position.

(1) A federal, state or local government employee, assigned by appointment or detail to a classified position into an eligible IPA organization is entitled to supplemental pay only under the following conditions:

(a) Federal Employee:

(i) if the basic rate of pay received from the non-federal organization is less than the appropriate rate of pay the employee would have received had he/she remained in his/her federal position of record. Therefore, EPA must supplement the difference between the federal and non-federal salaries. An EPA employee will be paid no less than he/she would receive in his/her EPA position; or

(ii) when, in certain limited circumstances, the basic rate of pay received from the non-federal organization is higher than the appropriate rate of pay the employee would have received had he/she remained in his/her federal position of record. The non-federal organization must provide documentation to support paying a federal employee the higher salary; and certify that the non-federal salary is an established salary "commensurate" to that which would be paid to other non-federal employees for performing the same (or similar) duties assigned under the IPA agreement.

In the event supplemental pay is authorized for a federal employee, EPA will agree to pay the employee for the supplemental pay along with his/her rate of basic pay and will



negotiate reimbursement from the non-federal organization. This will allow EPA to maintain tighter management control of the salaries that EPA employees are receiving under IPA assignments and will assist with maintaining accurate financial data for FOI requests.

(b) State or Local Government Employee:

if the basic rate of pay received from the non-federal organization is less than the appropriate rate of the federal government position to which the non-federal employee will be assigned. Supplemental pay for state or local government employees can only be authorized at the minimum rate of the federal grade at which the employee is assigned.

(2) A supplemental pay form must be completed and submitted with the IPA agreement 30 days before the initial payment is scheduled to be made. See "Supplemental Pay for Federal and Non-Federal IPA Detailees," EPA Form 3155-3 (Rev. 9-96) attached to OF69, Figure 5-10. Whenever there is a change in supplemental pay due to a cost-of-living-allowance (COLA) increase or other salary change, a new supplemental pay form must be submitted to the Agency IPA Coordinator two weeks prior to the effective date.

8. LIABILITY STATUTES APPLICABLE

The federal tort claims statute and any other federal tort liability statutes continue to apply to a federal employee whether he/she is detailed or on LWOP. These statutes also apply to a state and/or local government employee on assignment to EPA.

9. TRAVEL AND TRANSPORTATION EXPENSES

EPA may, at its discretion, use its appropriations to pay or reimburse a state or local government employee on assignment for expenses authorized under subchapter 1 of Chapter 57 of Title 5, USC, and Chapters 3 and 6 of the Resource Management Directives System (RMDS) Travel Manual, 2550B, CHG 20, November 14, 1995.

When an EPA, state, or local government employee is on assignment, the Agency may pay for either relocation expenses to

and from the assignment location or a per diem allowance at the assignment location during the period of assignment. EPA may select either one of these approaches to relocation and living expenses, but not both. The cost to the government should be one of the major factors taken into account when making a determination on which type of travel expenses will be reimbursed.

If the EPA, state, or local government employee on assignment is to receive relocation expenses, EPA may reimburse the employee and his/her immediate family for:

A. transportation and movement of household goods and personal effects to and from the assignment location. In the event that the "home organization" does not return an employee to a "like" position at his/her original duty station, he/she may be relocated to another duty station providing it is cost effective to the government and it does not exceed the original cost estimated in the initial cost analysis prepared by the program office;

B. en route per diem allowances for the employee and his/her immediate family members for travel to and from the assignment location;

C. subsistence while occupying temporary quarters (up to 60 days) at the assignment location and on return to his/her former duty post;

D. non-temporary storage of household goods and personal effects in connection with assignment at an isolated location. (This is subject to Federal Travel Regulations [FTR], and the RMDS Travel Manual.);

E. temporary storage of household goods (up to 60 days);

F. Relocation Income Tax Allowance; and

G. miscellaneous expenses if movement and storage of household goods are involved.

Expenses which can be paid if per diem is authorized instead of relocation expenses include:

A. travel for the employee only, including a per diem allowance, to and from the assignment location (Note: travel expenses for members of the immediate family are only authorized if the assignee is paid relocation expenses);

B. a reduced per diem allowance at the assignment location during the period of the assignment after the first 30 days or upon immediate occupancy in permanent housing, (whichever comes first); and

C. travel, including a per diem allowance, while traveling on official business away from the designated post of duty during the assignment, when EPA considers the travel in the interest of the Agency.

A per diem allowance at the assignment location is intended for short term assignments of less than one year. However, if per diem is approved by the Assistant Administrator or Regional Administrator (or his/her designee) for assignments beyond one year, employees should be informed of new tax laws and possible additional tax liability for both cases: relocation and extended temporary duty. The justification for approval MUST BE COST EFFECTIVE TO THE GOVERNMENT. In addition to the "Cost/Benefits Justification Form," a cost analysis prepared by the originating office must be submitted along with the IPA agreement prior to the effective date of the assignment. In the event per diem is approved, the employee may receive 100 percent of the maximum allowable rate up to 30 days. Thereafter, the rate will be reduced and the employee will receive 55 percent of the maximum allowable rate.

Reimbursement of the travel expenses of a federal, state or local employee may be allowed only if the employee agrees, as part of the written agreement, to serve the entire period of the assignment or one year, whichever is shorter, unless the assignment is terminated for reasons beyond the employee's control that are acceptable to the Agency. If the assignment is not completed by the federal, state or local government employee, these expenses are recoverable from the employee as a debt due

the United States Government. In the case of a federal employee, salary and fringe benefits are excluded from the reimbursement.

The Director, OHROS is delegated the authority to waive the right of recovery of relocation expenses for a federal employee failing to complete his/her assignment or failing to remain in government service for a time equal to the length of the assignment; and for a state or local government employee assigned to EPA if in the Director's judgment, a waiver is justified. (OPM, in the past, has advised EPA that there are no specific criteria established for waiver of expenses; however, we are informed that agencies generally waive repayment if a federal employee remains with an agency for at least one year. In cases where federal employees serve less than one year, repayment is usually waived if the employee leaves because of retirement, disability, involuntary separation, or resignation, in lieu of reduction-in-force [RIF]. Similar justifications for state or local government employees would be considered as a basis for granting a waiver.)

All questions regarding transportation and per diem should be referred to the appropriate servicing finance office (SFO).

#### 10. CONFLICT-OF-INTEREST AND EMPLOYEE CONDUCT

A. Federal Government. The IPA does not exempt a federal employee, whether on detail or on LWOP, from federal conflict-of-interest statutes when assigned to a state or local government. However, where an EPA employee is assigned under the IPA to work on enumerated matters for which EPA and the states have joint responsibility, he/she may generally deal with EPA and other federal agencies on matters of joint concern. (See EPA Ethics Advisory 87-2, March 16, 1987).

B. State and/or Local Government. State and/or local government employees on assignment to EPA, whether on a detail or an appointment, are subject to a number of provisions of law governing the ethical and professional conduct of federal employees. Briefly, these employees are subject to the following provisions of Title 18, USC:

- Section 203 (receiving compensation for claims, contracts, etc.);
- Section 205 (communicating with the government on behalf of another with intent to influence); in particular, employees on IPA assignments are subject to the 18 USC section 205 restrictions against communicating with federal agencies with the intent to influence on behalf of outside parties (including organizations to which they are detailed) regarding any "particular matter";
- Section 207 (former employees communicating with the government as agent or attorney concerning particular matters involving specific parties [grants, contracts, etc.] in which they participated in the course of government review--disqualification of partners);
- Section 208 (acting or participating in any matter in which the employee, his/her immediate family, his/her partner, or an organization with which he/she is connected or is negotiating or has an arrangement regarding prospective employment or has a financial interest);
- Section 209 (receiving salaries or contributions from other than government sources for government services);
- Section 602 (solicitation of political contributions generally);
- Section 603 (solicitation of political contributions in federal buildings);
- Section 606 (intimidation to secure political contributions);
- Section 607 (making political contributions);
- Section 643 (failure to account for public money);

- Section 654 (wrongfully covering property of another);
- Section 1905 (disclosure of confidential information); and
- Section 1913 (lobbying with appropriated funds).

These employees are covered by section 1343 of Title 31, USC, which prohibits the misuse of government vehicles. For more complete information on these sections see FPM Chapter 735, Appendix A. These employees are also subject to Executive Order 12674, Principles of Ethical Conduct; 5 CFR Part 2635, Employee Responsibilities and Conduct; and EPA Supplemental Regulations at 5 CFR Chapter LIV.

For details of more than six months, the Designated Agency Ethics Official may grant a written exemption from the gift restrictions at 5 CFR Part 2635, Subpart B, if the entity to which the employee is assigned has adopted appropriate written ethical standards governing gifts.

When EPA officials believe a conflict-of-interest situation might exist with a proposed mobility assignment or when an individual already on an assignment undertakes new duties which might create a conflict-of-interest situation, they should contact the Alternate Designated Agency Ethics Official or his/her Deputy in the OGC for advice.

State and local government employees on assignment are subject to the provisions of Chapter 73 of Title 5, USC (suitability, security, and conduct, including restrictions on political activity), and any applicable state or local prohibitions.

C. EPA Program Managers and Supervisors. Must inform an employee of the provisions of the foregoing statutes and regulations or must provide copies of the information to the employee before he/she consents to the assignment. The employee must acknowledge receipt in writing on the Assignment Agreement of this information or documentation.

D. Indian Tribal Governments. Federal employees on assignment to an Indian tribal government are exempt from conflict-of-interest provisions concerning representational capacities, provided they meet certain notification requirements. Employees assigned to Indian tribes may act as agents or attorneys for or appear on behalf of such tribes in connection with any matter pending before any department, agency, court, or commission. This includes any matter in which the United States is a party or has a direct and substantial interest provided that the employee advises, in writing, the head of the department, agency, court or commission of any personal and substantial involvement he/she may have had as an officer or employee of the United States in connection with the matter involved.

#### 11. TRAINING

Assignments solely for training are not allowable under this authority. Employees MAY NOT use the IPA program to earn a degree of any kind. However, persons on IPA assignment may be assigned to training if that training is in the interest of the government and provisions for the training are included in the Assignment Agreement. Assignments made for career developmental purposes under the Executive Development Program, and/or any other Agency-approved developmental program (e.g., the Greater Leadership Opportunities [GLO] Program, Goalsetters Reaching for Opportunities [GRO] Program, Women's Executive Leadership [WEL] Program, etc.) are permissible.

A state or local government employee given an appointment in a federal agency under the authority of § 3374(b) of Title 5 of the USC, is deemed an employee of the federal agency. The agency may provide training for the state or local government employee as it does for other agency employees.

A state or local government employee on detail to a federal agency under the authority of § 3374(c) of Title 5 of the USC, is not deemed an employee of the federal agency. However, the detailed state or local government employee may be admitted to training programs the agency has established for federal personnel and may be trained in the rules, practices, procedures and/or systems pertaining to the federal government.

## 12. AWARDS

A. Agency Awards. EPA employees are eligible to receive cash awards for performance and payment for suggestions as well as honor awards and time off awards for their work while on a mobility assignment.

In deciding whether an EPA employee on an IPA assignment should receive a cash award, Agency officials should be particularly mindful of the relationship between the accomplishments of the assignment and the mission of the Agency. There must be a substantial benefit accruing to the federal agency's programs and activities for EPA to make a cash award. The cost of a cash award for a mobility assignee should be shared between participating governments, if the benefits accrue to each.

State and/or local government employees given temporary appointments to the Agency under the IPA are eligible to receive cash awards for suggestions or contributions. If EPA plans to recommend an award for a state or local employee on a mobility assignment, EPA should obtain the concurrence of the permanent employer.

State and/or local government employees on assignment to EPA, whether on detail or appointment, can receive honor awards (e.g., plaques, commendations).

A time off award may be granted to any employee on an IPA assignment to recognize a superior accomplishment or other personal effort that contributes to increased quality and effectiveness of EPA programs. These awards may not exceed 80 hours in one leave year.

B. State and/or Local Government Awards. If a state or local government wishes to grant an award to an EPA employee on a mobility assignment, the Agency IPA Coordinator and local HRO must be informed of the award, the reasons for it, and must concur in this action. Such state and local awards may be either a cash or honor award.



C. Quality Step Increase. Employees on IPA assignments are not eligible to receive Quality Step Increases (QSIs) during the assignment period. QSIs are not appropriate because of the temporary nature of the work assignment and thus the inability of a supervisor to certify that this level of performance will continue.

### 13. REPORTS REQUIRED

A. Progress Report. An annual progress report is required from the assignee and must be forwarded to the Agency IPA Coordinator within 10 work days following the close of each fiscal year (September 30). At a minimum, the report must contain an assessment of the assignment, accomplishments, and mutual benefits achieved or expected upon completion of the assignment. IPA assignments will not be extended unless progress reports have been received by the Agency IPA Coordinator. Failure to comply will lead to termination of the assignment.

B. Final Assignment Evaluations. Final evaluations of the IPA assignment by the assignee's IPA supervisor and the assignee must be submitted to the Agency IPA Coordinator and his/her EPA supervisor within 10 work days following the end of the assignment. "Assignee's Evaluation of Mobility Assignments," EPA Form 3140-18 (Rev. 06/97), (Figure 5-8) and "Supervisor's Evaluation of EPA's IPA Personnel Exchange Program," EPA Form 3140-20 (Rev. 06/97), (Figure 5-9), must be used.

C. Annual Written Review. The Chief of Staff/Deputy Chief of Staff, Assistant Administrators, Inspector General, General Counsel and Regional Administrators will submit to the Agency IPA Coordinator an annual written review/assessment of program administration and sponsorship for their particular offices, due within 10 work days after the end of each calendar year. Points to be addressed should include:

- (1) a comprehensive financial analysis for each assignee including salary, fringe benefits, travel expenditures, and cumulative totals. This information should be reported in the order listed;

- (2) successes of individual assignees; and
- (3) consistency of assignment with IPA objectives.

#### 14. TERMINATION OF AGREEMENT

An assignment may be terminated at any time at the option of EPA or the state and/or local government. Termination of the agreement shall be consistent with the terms of the Assignment Agreement. An assignment will be terminated if an assignee fails to comply with required reporting and evaluation requirements.

When a mobility assignment is terminated prior to the original completion date, the agency requesting the termination must inform the other agency, and the employee, of the reasons for early termination. Unless the assignment is terminated because of failure to comply with Agency reporting and evaluation requirements, a 30-day written notice must be given by the office requesting the termination.

All assignments are automatically terminated whenever the participating employee is no longer employed by his/her original employer.

OPM has the authority to direct federal agencies to terminate assignments or to take other corrective actions when assignments are found to have been made in violation of the requirements of the IPA.

#### 15. WORKERS' COMPENSATION

All EPA assignees on detail or LWOP are covered under the Federal Employees' Compensation Act. All state/local/university and "other organization" assignees on detail or appointment to EPA are covered under their individual state and/or local government Compensation Act.

#### 16. FREEDOM OF INFORMATION ACT AND PRIVACY ACT PROVISIONS

Assignment Agreements and other information pertaining to mobility assignments are Agency records within the meaning of the FOI Act. Thus, they are subject to requests for access under

that statute, either by the participant or by third parties. When the request is made by the participant, access shall be granted to the same extent as if the request was made under the Privacy Act. Third party requests must be handled through the Agency's FOI Office.

The law requires that where access is not totally provided, then reasonable portions of the record must be furnished. Thus, if the records sought contain individual identifiable data, the removal of this information may be appropriate, but other portions of the records should be disclosed. Each agency must decide when an exemption under the Act exists and whether it chooses to claim it. Generally, the most appropriate exemption pertains to a clearly unwanted invasion of personal privacy, cited in 5 USC 552 (B) (6).

OPM regulations provide for an appeal of an agency's FOI denial of access to OPM controlled records under certain circumstances described in 5 CFR 294.108. Statistical data, information on agency participation in the mobility program, and other general information concerning the program are available to the public.

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## CHAPTER 3

ASSIGNMENT OF EPA EMPLOYEES TO  
STATE OR LOCAL GOVERNMENTS, INSTITUTIONS OF  
HIGHER LEARNING, INDIAN TRIBAL GOVERNMENTS OR  
OTHER ORGANIZATIONS

1. GENERAL

Under the Act, an EPA employee, with his/her consent, may be assigned to a state or local government on either a detail or LWOP basis. In either case, the employee remains in an official employment status with EPA and retains the benefits attached to that status.

The choice of the most appropriate type of assignment, detail or LWOP, will be influenced by various factors, including the decisions by the EPA originating office concerning payment of expenses and the position and duties assigned to the employee. Managers and/or supervisors in the originating program office may decide whether or not to place an employee on LWOP when assignments require the employee to exercise legal or fiscal authority or to carry out supervisory responsibilities providing no conflict-of-interest or other regulatory ramifications exist.

EPA employees can be detailed long-term, short-term, or on an intermittent basis. Those employees detailed for long or short term should follow set procedures outlined in Chapter 5.

A. Performance Agreements. EPA employees on IPA assignments may receive a rating of record based on a combination of their IPA and EPA service or solely on the basis of their IPA performance if they did not work at EPA during the appraisal year, provided that certain conditions are met. If all of the following conditions are met by the end of the appraisal period, the IPA assignee must be rated at the end of 90 days under an approved agreement:<sup>6</sup>

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<sup>6</sup>The performance management program in effect in the employee's EPA office may have different minimum criteria than the Agency standard. The criteria must be sufficient to ensure a fair appraisal. If the criteria differs, the requirements of the employee's EPA office apply.

- (1) Critical Job Elements (CJE) and performance standards for the IPA assignment were approved by the EPA supervisor of record and the appropriate EPA approving official;
- (2) the employee had an opportunity to perform under the approved performance agreement for at least 90 calendar days during the appraisal period;<sup>7</sup>
- (3) the IPA supervisor provides a list of accomplishments or performance highlights to the EPA supervisor of record, but does not assign a numerical/adjectival value to any standard or an overall value for the performance. This information must be considered by the EPA supervisor of record in arriving at a recommended rating. Therefore, the EPA supervisor of record evaluates the performance information, assigns a value to each performance standard, and recommends an overall adjective rating of record, which is reviewed and approved by the appropriate EPA officials; and
- (4) the agreement must be on the "Performance Agreement, Appraisal and Certification," EPA Form 3115-24 (Rev. 8-87), (Figure 5-5),<sup>8</sup> or on the "Performance Agreement, Appraisal and Certification for Supervisors, Managers and Executives," EPA Form 3140-32 (9-92), (Figure 5-6), and signed by the EPA supervisor of record.

IPA assignees who do not have EPA performance agreements in place for at least 90 days prior to the end of the rating period will be unratable. They will carry over the previous year's rating; or, in the event their last appraisal is more than a year old, they will receive a presumed "Fully Successful" rating.

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<sup>7</sup>The performance management program in effect in the employee's EPA office may have a different minimum rating period than the Agency standard. The minimum period of performance must be of sufficient length to ensure a fair appraisal. If the lengths of these two periods differ, the requirements of the employee's EPA office apply.

<sup>8</sup>The performance management program in effect in the employee's EPA office may require the use of a different form. If these forms differ, the requirements of the employee's EPA office apply.

It is extremely important to determine the employment status of the employee before determining which performance management guidance to apply. Therefore, each case must be evaluated individually.

B. Promotions While on Assignment. Regardless of the type of assignment, an EPA employee on an IPA assignment must be considered for all career ladder promotions and/or be allowed to apply for positions for which he/she would otherwise be eligible for had he/she physically remained in his/her EPA position of record.

C. Reduction-in-Force (RIF). RIF provisions are applicable to employees on an IPA assignment. In certain situations, either a temporary continuing exception to the order of release, not to exceed 90 days, or a continuing exception can be justified in order to avoid undue interruption or a disruptive, premature termination of a mobility assignment. However, the mere fact that an employee is serving on an IPA is not sufficient justification for such an exception.

Approval requirements for temporary or continuing exceptions are found in the EPA Order on RIF and in RIF requirements published by OPM. If the determination is made to approve a temporary continuing exception to the order of release to retain an employee for 90 days or less in his/her IPA assignment, documentation and notice to other employees as required in the EPA Order on RIF will be completed. At the end of the temporary exception period, the employee will be released from his/her competitive level and separated or placed in another position in accordance with his/her retention standing.

## 2. PAY POLICIES

A. Cost-of-Living-Allowance (COLA). A COLA may be paid to an employee required to relocate to Hawaii, Alaska, Puerto Rico, or other designated non-foreign COLA areas, on an IPA assignment, if the following two criteria are met:

- (1) the employee is paid a relocation allowance; and
- (2) a per diem travel allowance is not authorized, or



is terminated upon authorization of a travel allowance in lieu of travel per diem.

A per diem travel allowance is:

- (1) required for details of one year duration or less;
- (2) conditional, depending upon cost analysis, for details and temporary assignments of more than one and less than two years duration; and
- (3) precluded for temporary reassignments of more than two years duration.

A relocation allowance is:

- (1) precluded for details of one year duration or less;
- (2) conditional, depending upon cost analysis, for details and temporary assignments of more than one and less than two years duration; and
- (3) required for temporary reassignments of more than two years duration.

B. Non-Foreign Area Cost-of-Living Allowance.

Authorization of a non-foreign area COLA for IPA mobility assignees who are paid a relocation allowance is a policy determination of EPA pursuant to regulatory authority in section 591.210 (Payment of Allowances and Differentials) of Title 5 of the CFR which holds that:

- Allowances and differentials under this subpart are payable to an employee whose permanent duty station is in a non-foreign area for which an allowance or differential is authorized.

Although, by statute, IPA mobility assignments are details, and not permanent assignments, recognition of current IRS rulings pertaining to taxation of travel allowances received for details and temporary assignments exceeding one year moves EPA to

authorize a non-foreign area COLA in conjunction with payment of a relocation allowance:

- IPA mobility assignees receiving a per diem travel allowance will be paid a locality pay rate derived from the location of the employee's position of record. IPA mobility assignees receiving the non-foreign area COLA will be paid the appropriate pay rate under the General Pay Schedule for their grade, step, and other contributing basic-rate-of-pay circumstances.

C. Locality Pay. The following prescribes EPA's policy for determining an employee's rate of locality pay under the circumstances described:

(1) Details

(a) Details Specifically of a Duration Not to Exceed One Year. Employees detailed to a temporary duty location for periods of one year or less will be paid a locality rate of pay that derives from the location of their permanent position. Employees detailed for one year or less will be paid the per diem rate relative to their travel status.

(b) Details and Temporary Assignments Beyond One Year, But Not Exceeding Two Years Duration. Employees detailed for more than one and up to two years will be paid a locality rate determined by whether they will receive per diem travel rate, or be paid for relocation to their temporary duty site. The determination of whether per diem or relocation is paid will derive from the Agency's calculation of the most advantageous cost benefit on a case-by-case basis. Therefore, one of the following two possibilities will pertain:

(i) if the Agency determines that it is less expensive to pay to relocate the employee for the duration of the temporary assignment or detail, the employee will be paid a locality rate of pay applicable at the area of the temporary assignment; or

(ii) if the Agency determines that it is less expensive to pay the per diem rate to the employee, the employee

will continue to receive the locality rate of pay applicable to his or her position of record at the area from which detailed.

(2) Temporary Assignments Exceeding Two Years Duration. All employees assigned to temporary duty stations for periods that exceed two years will be paid relocation costs and receive the locality rate of pay applicable at their temporary duty location.

For employees receiving per diem and position of record locality rates of pay on temporary duty assignments that become extended beyond two years, their per diem travel pay will be terminated, relocation allowance will be applied for the extended period, and their locality rate of pay will be converted to that which is applicable at their temporary duty location.

For temporary assignments that were intended for more than two years, or for which cost comparison dictated payment of relocation allowances, that subsequently experience a premature termination short of one year, a determination must be made on whether the termination is in the best interest of the government or of the employee to ascertain the appropriateness of collection of the relocation costs.

(3) Relationship Between Non-Foreign Area Cost-of-Living-Allowance and Locality Pay. For employees sent to non-foreign COLA areas, such as Alaska or Hawaii, receipt of the COLA and locality pay are mutually exclusive; an employee cannot receive both. Therefore, if an employee is sent to a non-foreign COLA area and is paid a relocation allowance, their locality pay will terminate and they will be paid the non-foreign area COLA. If they continue to receive a travel per diem rate, their locality rate will continue and they will be ineligible for the non-foreign area COLA.

D. Federal Income Tax Liability for Details Exceeding One Year. An IRS Rule mandates that per diem travel expenses for details exceeding one year are liable to taxation as income. Therefore, employees on details of more than one year should be advised by their program offices of the tax liability of per diem travel pay while in this status.

### 3. STATUS OF AN EPA EMPLOYEE

A. While on Detail to an IPA Assignment. Employees on detail to an IPA assignment (Assignment Agreement, OF69 Rev. 9/79, EPA Version [06-97], Figure 5-10) rather than in a LWOP status, remain EPA employees for all purposes except work supervision.

(1) Pay and Benefits. The detailed employee's pay, allowances, privileges, rights, seniority, and other benefits are preserved and remain in effect while on the assignment. The employee continues to receive pay, allowances, and benefits from funds available to EPA, even though these may be reimbursed to EPA in whole or in part by the state or local government.

(2) Retirement, Group Life Insurance, and Health Benefits. An EPA employee's contributions for retirement, life insurance, and health benefits are withheld from his/her pay. If the detail is on a reimbursable basis, the written agreement must define specifically what portion of the EPA contribution to these benefits each of the two parties involved agrees to pay.

(3) Leave. An EPA employee continues to earn leave under the federal leave system and all approved absence from duty with the state or local government will be charged against that leave. Except for SES employees, the 240-hour annual leave accrual limit remains in effect for employees on an IPA assignment. In order for employees not to forfeit annual leave in excess of the 240-hour leave accrual limit, employees on IPA assignments MUST schedule annual leave before the beginning of the third bi-weekly pay period at the end of each leave year. This will allow for subsequent forfeited leave to be restorable. All leave used, as well as hours worked, must be certified by the state or local government to the EPA supervisor of record. Other leave provisions or other types of absences from duty should be coordinated by the state or local government with the assignee's EPA supervisor of record. The responsibility for documenting leave-crediting and leave-charging for detailed employees should be specified in the Assignment Agreement.

(4) Workweek, Hours of Duty, and Holidays. An EPA employee's workweek schedule and hours of duty will be determined

by the state or local government but must be at least 40 hours per week if the assignee is a full-time employee. An EPA employee will either be excused from duty without charge to leave on all federal holidays not recognized by the state or local government or he/she will receive holiday pay for work performed on a federal holiday. If the employee is required to work more than eight hours on a federal holiday then pay for hours worked in excess of the normal scheduled work hours will be paid at the employee's normal hourly rate of pay.

(5) Supplemental Pay. As stated in Chapter 2 of this manual, a supplemental salary payment must be made by EPA when the rate of basic pay of the state or local government position to which the EPA employee is appointed is less than the rate of basic pay the employee would have received had he/she remained in his/her federal position. See "Supplemental Pay for Federal and Non-Federal IPA Detailees," EPA Form 3155-3 (Rev. 9-96) attached to OF69, Figure 5-10.

B. While on Leave-Without-Pay in an IPA Assignment. An EPA employee assigned to a state or local government on LWOP is given an appointment in accordance with the terms of the written agreement (Assignment Agreement, OF69 Rev. 9/79, EPA Version [06-97], Figure 5-11) and the host's accepted personnel policies.

(1) Pay and Benefits. An EPA employee on LWOP is paid by the state or local government to which he/she is temporarily assigned, and in certain limited circumstances, his/her salary may be at a rate in excess of the employee's current federal salary. In this event, supplemental pay may be granted by the IPA approving authority.

(2) Retirement, Group Life Insurance, and Health Benefits.

(a) Retirement Coverage:

(i) an EPA employee is entitled to receive full service credit for the LWOP period while on assignment if he/she pays currently into the Federal Retirement and Disability Fund (or other federal retirement systems) the employee's percentage of retirement contributions. EPA will, at the time

the employee makes payment, match the contribution. If the employee elects to retain full retirement credit under the Federal Retirement System, the Assignment Agreement should specify (if the state or local government laws permit such an arrangement) that he/she is exempt from making retirement contributions to any mandatory state or local retirement system;

(ii) if the EPA employee elects not to pay the current contributions as indicated above, he/she will receive, if subject to the Federal Retirement System, full-service credit for up to six months of LWOP in a calendar year;

(iii) an EPA employee who elects not to pay contributions to the Federal Retirement System while on a mobility assignment cannot retroactively pay back any contributions;

(iv) an EPA employee who is injured or disabled on LWOP may not receive both federal disability retirement and state or local government compensation or other benefits for injury or disability covering the same period of time. This provision does not bar the right of the employee to elect the benefit paying the greater amount or his/her right to a federal retirement annuity on account of his/her service (i.e., a non-disability annuity);

(v) if the EPA employee or survivor elects to receive any benefit based on contributions made to a state or local government's retirement system during the employee's IPA assignment, and OPM determines that the system is similar to the employee's Federal Retirement System, no federal retirement credit may be allowed for the period of time the employee was on the assignment. If the state salary for the employee on LWOP is greater than the basic pay of the employee's federal position, the basic pay of his federal position constitutes the maximum amount of salary which may be considered for federal retirement purposes; and

(vi) EPA employees in LWOP status are not covered by social security unless they had social security coverage in their federal employment.

(b) Group Life Insurance and Health BenefitsCoverage:

(i) an EPA employee on LWOP is entitled to continuation of his/her life insurance and health benefits coverage for the duration of his/her assignment, even if the LWOP exceeds one year. In order to continue coverage, the employee must pay currently (i.e., while on assignment) his/her share of the premiums through the Agency and the Agency will pay its share. An employee assigned to a state or local government is covered so long as the premiums are paid. There is no period of "free" coverage;

(ii) if the EPA employee elects to be covered under a state or local government's life insurance or health benefits program, which OPM determines is similar to the programs for federal employees, the assigned employee is not entitled to continue his/her coverage under the federal programs. Requests for such a determination should be addressed to:

Director  
Bureau of Retirement, Insurance, and  
Occupational Health  
Office of Personnel Management  
Washington, DC 20415

(iii) at the completion of a mobility assignment, an EPA employee's federal health benefits and life insurance coverage are to be restored so as to provide for continuous coverage. There is no waiting time for the individual to be enrolled in either the health or life insurance program.

(3) Leave. An EPA employee, while on LWOP from his/her EPA position for assignment to a state or local government, is entitled to earned annual and sick leave to the same extent as if he/she had continued in the regular EPA position. To facilitate record keeping, annual and sick leave balances are transferrable both to and from these assignments, subject to the limitation prescribed for annual leave carryover by section 6304 of Title 5, USC. The Assignment Agreement will specify whether the state or local government or EPA will bear responsibility for the cost of leave, whether earned or used.

The Assignment Agreement should provide for the state or local government to maintain leave records for the EPA employee on LWOP.

The entire assignment period of LWOP is creditable in determining the rate of accrual for annual leave.

(4) Workweek, Hours of Duty, and Holidays. The state or local government, in accordance with its regulations and policies, will determine the employee's workweek and hours of duty, and the holidays to which he/she is entitled.

(5) Supplemental Pay. As stated in Chapter 2 of this manual, a supplemental salary payment must be made by EPA when the rate of basic pay of the state or local government position to which the EPA employee is appointed is less than the rate of basic pay the employee would have received had he/she remained in his/her federal position. See "Supplemental Pay for Federal and Non-Federal IPA Detailees," EPA Form 3155-3 (Rev. 9-96) attached to OF69, Figure 5-10.

(6) Agency Responsibility. For retirement and group life insurance purposes, EPA is responsible for determining the applicable rate of basic pay (not to exceed federal salary) in accordance with the provisions of section 3373 of Title 5, USC. The Agency is also responsible for collecting, accounting for, and depositing into the respective program office account, all retirement, group life insurance, and health benefit payments required to protect the rights of the employee on LWOP; and accounting for and depositing into the respective program office account, all Agency contributions. As part of the written Assignment Agreement, the Agency must furnish the employee with specific information about how, when, and where payments are to be submitted. The Agency must also keep the employee informed of all developments which affect rates, coverage, and enrollment under the retirement, life insurance, and health benefits programs.

(7) Coverage. Employee payments are currently deposited if received by the Agency before, during, or within three months after the end of the pay period for which the payments were due. The employee's failure to submit the payments



in these timeframes will terminate full retirement credit and/or coverage under the group life insurance and/or health benefits programs on the last day of the pay period for which payments were currently deposited, subject to a 31-day extension of group life insurance and health benefits as provided by Parts 870 and 890 of Title 5, USC. Coverage so terminated may not start again until and unless the employee actually enters on duty in a pay status in a position which is not excluded from coverage. However, full retirement credit and group life insurance and health benefit coverage may be reinstated retroactively when, in the judgment of OPM, the failure to make the required current payment(s) was due to administrative error or other circumstances beyond the control of the employee and the required payments were submitted at the first reasonable opportunity available to the employee.

(8) Service Credit.

(a) service on a LWOP assignment is creditable in full for federal salary purposes including within-grade increases, retention, and leave accrual purposes;

(b) determination of an acceptable level of competence for within-grade increases, retention, and leave accrual purposes under 5 CFR 531.410 is waived for the period of service under an assignment to a state or local government.

(9) Promotion. An employee on LWOP is still a federal employee and is to be considered for career ladder promotions on an equal basis with other EPA employees as if he/she were still serving in the Agency. EPA will document this consideration during the period of LWOP.

C. Blanket Assignment Agreement. In order to streamline the agreement approval process and provide assistance to state, local, and non-profit organizations, EPA's Region 9 implemented the "Blanket IPA Program" in 1989. Blanket agreements (Assignment Agreement, OF69 Rev. 9/79, EPA Version [06-97], Figure 5-12), are used as a vehicle to allow EPA personnel to be detailed to a non-federal organization on an intermittent basis throughout the year. The work to be performed can be done by one or several EPA employees. Rather than executing a new agreement

each time an EPA employee is assigned to the same non-federal organization, one blanket agreement is approved/concurred with and executed by the Agency IPA Coordinator, setting forth the general agreement between EPA and the recipient organization. By utilizing the addendum to the blanket agreement ("Addendum to Blanket," EPA Form 3140-37 [06/97] attached to Figure 5-12), specific individuals and duties can be identified. The addendum to the agreement must be agreed upon by all parties.

Regions have been the primary users of blanket agreements, with Region 9 being the heaviest user. However, use of these agreements is not restricted to regions. To avoid legal ramifications, it is imperative that conflict-of-interest requirements for each individual assignee are met and that the individual assignee signs both a copy of the blanket agreement and the addendum. The employee must agree to the provisions of the blanket IPA assignment prior to the assignment being effected.

D. Status and Utilization of Returning Employees. EPA should return an employee, after detail or LWOP, to the same position he/she occupied at the time the mobility assignment was executed unless the employee was promoted while on assignment. If EPA assigns the individual to another position, it must be of "like" grade and pay.

EPA officials must plan for the appropriate utilization of employees returning from IPA assignments. Since assignees have had an opportunity to view their organization, the federal government, and the intergovernmental system from a different perspective, EPA should benefit to the maximum extent possible from these assignment experiences. Therefore, supervisors and managers must make a special effort to utilize returning employees in order to benefit from the experience and insights gained in special assignments.

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## CHAPTER 4

ASSIGNMENT OF EMPLOYEES  
FROM STATE OR LOCAL GOVERNMENTS, INSTITUTIONS OF  
HIGHER LEARNING, INDIAN TRIBAL GOVERNMENTS  
OR OTHER ORGANIZATIONS

1. GENERAL

A state or local government employee assigned under the IPA program may be given a temporary excepted appointment or a detail into EPA. These employees, whether on appointment or detail, may exercise supervision over EPA employees. However, they may not be assigned as Project Officers over Agency contracts nor can they be Work Assignment Managers (WAM). State and/or local employees must be made aware of applicable federal laws prior to the effective date of their appointment. These laws should be reviewed with the employee by the appropriate SPO or HRO. In the event questions arise concerning conflict-of-interest the local General Counsel or Regional Counsel's Offices should be contacted.

2. STATUS OF A STATE OR LOCAL GOVERNMENT EMPLOYEE ON DETAIL

State or local government employees detailed into EPA (Assignment Agreement, OF69 Rev. 9/79, EPA Version [06-97], Figure 5-13), remain state or local government employees for most purposes. They are not entitled to federal pay nor are they eligible to enroll in the Federal Employees Health Benefits Program (FEHBP) (except as indicated in paragraph 3E below), group life insurance program, or the Federal Retirement System; but are considered federal employees for the purposes of applicable conflict-of-interest laws and standards of conduct provisions.

A. Pay. Pay includes both salary and fringe benefits. State or local government employees on detail into EPA are not eligible to receive federal comparability increases and other federal pay differentials. They must be paid at their basic rate of pay (not to exceed the federal executive level salary) with the state or local government. University employees who earned consultant fees during the year prior to their IPA assignment

may, upon proof of such income, include such fees in determining their rate of basic pay.

B. Hours of Duty. Employees will have the same workweek and hours of duty as EPA employees in the organization to which they are assigned. If the detailee's organization has a compressed workweek or flexiplace schedule, it will be at the discretion of the assignee's EPA supervisor of record for the assignee's participation in such.

C. Holidays. State holidays will be observed by detailees in accordance with state or local laws and regulations. If there is a federal holiday which is not observed by the specific locality, the employee should be excused from duty for that day by the EPA supervisor.

D. Leave. Detailees are covered under their permanent employer's leave system. The Assignment Agreement will specify how the permanent employer will be notified of leave taken and how the use of leave will be requested and approved.

E. Health Benefits. A state or local government employee on detail is not eligible to enroll in the FEHBP.

F. Retirement and Life Insurance Coverage. A state or local government employee on detail to EPA is not covered by the Federal Retirement System or by the Federal Employee Group Life Insurance Program.

### 3. STATUS OF A STATE OR LOCAL GOVERNMENT EMPLOYEE RECEIVING A FEDERAL APPOINTMENT

By statute, a state or local government employee may be given a temporary excepted appointment (Assignment Agreement, OF69 Rev. 9/79, EPA Version [06-97], Figure 5-14), for a two-year period without regard to the provisions governing appointment in the competitive service. This appointment, as indicated in 5 USC 3374, may be extended for no more than an additional two-year period. A written justification for extending the appointment must accompany the Assignment Agreement. (See Length of the Assignment in Chapter 2.)

Normally, an appointment is made at the minimum rate of the grade at which the employee is hired. If a proposal is made to pay an employee hired at GS-11 through GS-15 above the minimum rate of a grade, a request for a superior qualification appointment must be approved by the appropriate EPA HRO before the employee enters on duty.

In requesting a superior qualification appointment, EPA officials must submit a "Request for Approval of Noncompetitive Action," SF-59 (Rev. 1/79), (Figure 5-15), along with justification which is consistent with the Agency delegation agreement if the proposed rate of pay exceeds 20 percent of the candidate's existing pay.

An appointment under 5 USC 3374 to a position at the SES level may not be made without prior approval of the Director, OHROS. Questions concerning SES level positions must be directed to the Headquarters Human Resources Staff Director for the Administrator's Office/Office of International Activities (AO/OIA), Senior Executive Services and Special Resources Staff, OHROS.

A. Pay. A state or local government employee given an appointment whose assignment extends beyond 12 months is eligible for within-grade increases. State or local government employees given an IPA appointment in EPA are federal employees for pay purposes and, therefore, are entitled to comparability increases and differentials.

B. Hours of Duty. Appointees will have the same workweek and hours of duty as EPA employees in the organization to which they are assigned. If the appointee's organization has a compressed workweek or flexiplace schedule, it will be at the discretion of the EPA supervisor of record for his/her participation in such.

C. Holidays. Appointees will be excused from duty for holidays recognized by the federal government.

D. Leave. Appointees will earn and accrue leave on the same basis as federal employees.



E. Health Benefits. A state or local government employee on appointment is not eligible to enroll in the FEHBP unless his/her federal appointment results in the loss of coverage under a state or local government health benefits system; the premium of which has been paid in whole or in part by a state or local government contribution. In such case, the employee should be given the right to enroll in the FEHBP.

F. Retirement and Life Insurance Coverage. A state or local government employee given a federal appointment is not covered by the Federal Retirement System or by the Federal Employee Group Life Insurance Program.

G. Failure of Employer to Pay Contributions. If a state or local government fails to continue the employer's contribution to the state or local government retirement, life insurance, or health benefits plan for the employee, EPA may pay the employer's contributions for the employee's period of appointment. EPA will transmit any such contributions directly to the state or local government system. The employee must continue to make his/her contributions to the applicable benefit program as covered in the Assignment Agreement.

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## CHAPTER 5

PROCESSING ASSIGNMENT AGREEMENTS AND REQUIRED FORMS1. GENERAL

This chapter provides managers and supervisors a comprehensive view of the completed IPA package. Optional Form 69 (OF69) Rev. 9/79 (EPA Version [06-97]) is used to document the mutual agreement between EPA and the non-federal organization. Assignment Agreements will vary according to the specific assignment.

To ensure that managers have all of the necessary forms, justifications, and guidance, this chapter includes:

- Directions on how to complete the OF69;
- Reimbursable accounting process and procedures for submitting the OF69;
- Examples of each type of OF69;
- Examples of the required forms;
- A sample letter requesting the services of an employee (Figure 5-16);
- A sample justification for the extension of an IPA assignment (Figure 5-17); and
- A checklist of documents required for an IPA assignment (Figure 5-18).

2. HOW TO COMPLETE ASSIGNMENT AGREEMENT (OF69 Rev. 9/79)  
(EPA Version [06-97])Part 1 Nature of the Assignment Agreement

- Item 1. Check the appropriate box. If the assignment is both an extension and a modification, both boxes are checked.

Part 2 Information on Participating Employee

Items 2 to 4. Name, social security number, and current home address. The employee must notify the Agency IPA Coordinator of any change in home address in the event relocation is approved for the assignment.

Items 5a and b. Check appropriate boxes as necessary, and show actual dates of previous IPA assignments.

Part 3 Parties to the Agreement

Item 6. Fully identify the EPA organization, and include the Mail Code.

Item 7. Fully identify the state and/or local government, including appropriate mail code (if applicable).

Item 8. Answer as appropriate.

Part 4 Position Data

Item 9. Employee's current employing office. Be sure to include the full address and zip code.

Item 10. The employee's current position title.

Item 11. The employee's current office phone number (include the area code).

Item 12. The employee's permanent supervisor's name and title.

Item 13. Federal employee must indicate career status and provide current grade level.

Item 14. State employee must provide current annual salary and the original date of employment with the state and/or local government. Non-federal employees must be permanent career employees of their organization for at least 90 days prior to

entering into an IPA assignment with EPA or the Assignment Agreement will immediately become null and void.

- Item 15. Identify fully the agency to which the employee will be assigned.
- Item 16. Self explanatory.
- Item 17. Self explanatory.
- Item 18. The employee's immediate IPA supervisor's name and title while on the assignment.

Part 5 Type of Assignment

- Item 19. Check appropriate box.
- Item 20. Indicate the actual dates of assignment (does not include allowable travel time).

Part 6 Reason for Mobility Assignment

- Item 21. State the purpose and goals of the assignment and a brief statement of how the goals are to be achieved. Discuss how the assignment will benefit the participating agencies. Include a statement as to how the employee's skills and abilities gained through the assignment will be utilized at the completion of the assignment. The requirement for annual progress reports should be included under this item.

Part 7 Position Description

- Item 22. For employees on detail, list the major duties and responsibilities. For employees on a temporary appointment a position description MUST be attached.



Part 8 Employee Benefits

- Item 23. Rate of Basic Pay. Provide the annual basic rate of pay, plus any other payments for which the employee will be compensated, (i.e., supplemental pay, consultant fees, etc.). State and/or local government employees will not be compensated in excess of the imposed federal executive level salary limits.
- Item 24. Special Pay Conditions. Include any proposed or anticipated increase that the employee will receive from his/her original employer during the period of the assignment, such as annual cost-of-living expenses, career ladder promotions, or merit pay provisions.
- Item 25. Leave provisions. Indicate the number of hours or days of annual and sick leave earned. Non-federal employees on detail into EPA can not earn federal leave. However, non-federal employees on appointment into EPA may earn leave and that leave must be recorded, as appropriate. Include procedures for requesting, reporting, and recording leave.

Specify if a state and/or local government employee on LWOP to EPA earns less leave in a federal position than he/she would have received in his/her permanent agency. The state and/or local government must indicate whether it will pay him/her for the additional leave or make the balance available to him/her upon return to the permanent agency.

Part 9 Fiscal Obligations

- Items 26 & 27. Clearly spell out EPA's and the state's fiscal obligations. Include the "Cost/Benefits Justification Form," EPA Form 3140-36 (9-96), (Figure 5-1), as an attachment. Indicate the amount of cost-sharing between the two agencies

(the number of hours, percent of salary and fringe benefits to be paid by each agency). Include the appropriation information: account numbers, object class codes, and Document Control Numbers (DCN). The sub-object class codes to be used for an IPA assignment are:

11.12 Permanent, Full-Time, Civilian, Other than Wage Board Permanent Full-Time (PFT). Permanent refers to positions occupied without regard to type of appointment and are positions established or occupied for a period of one year or more.

11.34 Temporary Civilian (Other Than Permanent Full-Time [OPFT]). Regular pay for civilian and wage board employees in positions where tenure is classified as temporary and work schedule is classified as full-time, intermittent (When Actually Employed [WAE]), and part-time. Excludes experts and consultants.

11.82 Intergovernmental Personnel Act. Refunds for applicable personal charges of employee's on IPA assignment. (Reimbursement from a non-federal agency.)

11.83 Payment of Less Than 50 Percent. THIS IS A PROPOSED OBJECT CLASS CODE for IPA non-ceiling salary paid to an EPA employee on an IPA assignment where EPA pays less than 50 percent of the employee's salary and the full-time equivalent (FTE) position is not counted against ceiling.

However, Figure 5-19 provides additional sub-object class codes that can be used at the Financial Management Officer's (FMO's) discretion in accordance with Financial Management Division's (FMD's) policies and procedures. Be sure to include the addresses where bills, payments, and time and attendance records are to be sent.

Part 10 Conflicts-of-Interest and Employee Conduct

Items 28 & 29. Before the employee checks Items 28 & 29, the participating agencies must ensure that the employee reviews the conflict-of-interest and employee conduct laws and regulations. Rules, regulations, and policies on employee conduct and standards of conduct of the state and/or local jurisdiction and the Agency apply.

Part 11 Options

Items 30 & 31. Federal Employees. The agreement documents the choices the federal employee makes (specifically those on LWOP) in regard to retirement, group life insurance, and health benefits. Before the employee consents to the agreement, EPA must notify the employee of his/her rights to receive full retirement credit under the retirement system and to retain full coverage under the group life insurance and health benefits programs. If the employee elects to continue to receive full benefits under these programs, the agreement will obligate the employee to continue making his/her share of the payments and will spell out the arrangements for making the payments.

State and/or Local Government Employees. The agreement must document for the employee on an appointment to EPA, the entitlement, if applicable, to coverage under the Federal Employee Health Benefits Program. A state or local government employee is not eligible to enroll in the Federal Employees Health Benefits Program unless his or her federal appointment results in loss of coverage under a state and/or local health benefits program. The benefits (as well as salary) retained by the state employee must be itemized, showing the amount of each benefit claimed, and verified by the state and/or local government's fiscal or contract officer. This

information may be placed on a separate sheet of paper and attached to the OF69.

- Item 32. Other Benefits. Include the entitlements for compensation for injury or death, within-grade increases, federal pay increases, and any other benefits the employee normally receives.

Part 12 Travel and Transportation Expenses and Allowances

- Item 33. Indicate whether the federal or state agency will pay for travel and transportation to and from the assignment and which relocation expenses will be included. This is a negotiable item and may be shared by both the participating agencies or paid by either.

Part 13 Applicability of Rules, Regulations and Policies

- Item 34. The state employee MUST read and check Items A, B, C, and D before completing and signing Part 14 of the agreement. Federal employees MUST read and check all the items under Part 13, particularly Item E, which states that the employee must, upon completion of the assignment, agree to serve in the federal government for an equal amount of time as that of the assignment. If he/she does not comply with this regulation, the employee is liable to the federal government for its share of all expenses (exclusive of salary and benefits) of the assignment.

Part 14 Certification of Assigned Employee

- Items 35 to 38. After agreeing to the above, the employee signs and dates Items 37 and 38.

Part 15 Certification of Approving Officials

When signing the Assignment Agreement, the approving officials are certifying that:

- the employee's description of duties and responsibilities are current and fully and accurately described;
- the assignment is sound and of mutual benefit to the participating agencies and not for the employee's benefit; and
- at the completion of the assignment, the employee will be returned to the position he or she occupied at the time the agreement was entered into, or to a position of "like" seniority, status, and pay.

As a reminder, attach the "Cost/Benefits Justification Form," EPA Form 3140-36 (9/96), (Figure 5-1); the "Employment Status Certification Statement," EPA Form 3140-34 (8/96), (Figure 5-3); the "Supplemental Pay for Federal and Non-Federal IPA Detailees," EPA Form 3155-3 (Rev. 9-96), (attachment to Figure 5-10), and any other supporting documentation.

3. REIMBURSABLE ACCOUNTING PROCESS AND PROCEDURES FOR SUBMITTING THE OF69

Additional procedures and accounting entries to implement the changes cited in the Office of the Comptroller's Policy Announcement will be issued as a Comptroller Transmittal Notice. However, the following will be treated as an interim to that issuance.

A. Standard OF69. The Assignment Agreement (OF69) outlining specific and individualized provisions of the IPA assignment, is completed in its entirety by the program office initiating the agreement.

- Appropriate signatures must be obtained from the IPA assignee, the non-federal approving official, and the EPA approving official.

- The completed IPA agreement and supporting documents are to be routed through the appropriate Senior Budget Officer (SBO), or Regional Comptroller Office and the SPO or HRO with a Standard Form-52 (SF-52, Request for Personnel Action [Rev. 7/91], Figure 5-20) to the Agency IPA Coordinator for approval/disapproval.
- When non-federal entities can provide documented justification for not being able to provide an advance or prepayment, an IPA assignment may be effected prior to collection of reimbursements. Appropriate EPA finance offices must promptly bill the non-federal entities for actual costs. When payments are received, the finance office(s) will notify the program office that payment has been received. The direct appropriation will be adjusted and the reimbursable account properly charged for expenditures.
- Since all expenditures will eventually have to be charged to the reimbursable account, program offices must include the allowance holder/responsibility center (normally, two-digits and an alpha character) on all IPA agreements. This will also ensure that reimbursable account numbers can be assigned appropriately. If negotiated, program offices will include the terms of the advance or prepayment in the agreement. The following are examples of language that may be included under item 27 of the IPA agreement:

"The University of Virginia (UV) will be responsible for 51 percent of employee's salary or a total of \$40,000 per year. The UV will reimburse EPA in advance on a quarterly basis. The first advance of \$10,000 must be paid 10 days before the effective date of the employee's assignment."

"The University of Virginia (UV) will be responsible for 51 percent of employee's

salary or a total of \$40,000 per year. The UV will reimburse EPA in advance on an annual basis. The first annual advance must be paid 10 days before the effective date of the employee's assignment."

- The Agency IPA Coordinator will review and process IPA agreements in accordance with the provisions of the Act and will request reimbursable account numbers from the CFMC. Copies of all approved agreements will be forwarded to the Headquarters Budget Division and appropriate finance offices. Upon receipt of the approved IPA Agreement, if advance payments or prepayments are involved, the appropriate finance office must bill the non-federal entity in advance. Bills must be sent in a timely manner to ensure that collections are received at least 10 working days prior to the effective date of the assignment.
- The appropriate finance office will follow-up with the non-federal entity to ensure that advances are received prior to the effective date of the employee's assignment or to ensure that the IPA employee continues with the service.
- Upon receipt of the advance, the appropriate finance office will notify the Agency IPA Coordinator and the Budget Division. When the Budget Division receives notification that the advance has been received, the Budget Division will contact the appropriate Headquarters or regional program office to input a reprogramming document into the Integrated Financial Management System (IFMS). Once reprogramming has been approved, the Headquarters Budget Division will issue reimbursable authority limited to the amount of the advance and notify the CFMC that the reimbursable account code can be activated. Once this step is completed, the allowance holder should change the employee's fixed account number to reflect the reimbursable account code for the

percentage stated in the IPA agreement. This will assure that the obligation to pay the employee will be charged to the reimbursable account code. If there is a percent remaining, it will be charged to the employee's normal fixed account number.

- The Agency IPA Coordinator will direct the program office(s) to notify the IPA employee(s) to report to their respective IPA assignments, as scheduled, or continue with the extension of their assignment.

B. Blanket Agreements. Blanket agreements (utilizing Assignment Agreement, OF69s) outlining general provisions of the IPA assignment, are signed by appropriate parties and submitted to the Agency IPA Coordinator for approval. Part 13 (Applicability of Rules, Regulations and Policies) and Part 14 (Certification of Assigned Employee) of the OF69 should remain blank.

- Prior to an individual detail, the initiating program office will instruct the assignee to complete the full blanket IPA agreement (including "Addendum to Blanket," EPA Form 3140-37 (06/97), (attached to Figure 5-12), which is then routed with an SF-52 to the FMO, and if appropriate, SPO or HRO for review and approval/disapproval. Further, the assignee MUST be instructed not to begin the individual detail or incur expenses under the blanket IPA agreement until all appropriate signatures have been obtained.
- The SPO or HRO will fax/mail the full blanket IPA agreement and the addendum form, which has specific information concerning travel costs, salary and benefits costs, duties and responsibilities, length of assignment, and the assignee's signature agreeing to the IPA provisions, to the receiving organization.



- The receiving organization will review the agreement and addendum, and approve the individual detail by signing the addendum form and faxing/ mailing the entire package back to the originator.
- The SPO or HRO may fax, but must mail, the hard copy of the entire IPA file to the Agency IPA Coordinator for approval/disapproval per established IPA policy and procedures.

If reimbursements occur with a blanket agreement, the procedures outlined in 3A of this chapter, for the "Standard" OF69, should be followed.

#### 4. REQUIRED FORMS

Examples of the forms and documents required to arrange an IPA assignment can be found on the following pages.



## COST/BENEFITS JUSTIFICATION FORM

Please specify the rationale for the cost-sharing decision by answering the following questions:

1. How does the assignment support EPA's mission, or government-wide initiatives?

2. How will the assignment strengthen relations with institutions important to the overall environmental mission and "network"?

3. List the specific products derived from this assignment that will be utilized by EPA and/or the federal government.

4. What are the specific factors that will be applied in evaluating the progress of this assignment and the evaluation of cost/benefits achieved?

# SAMPLE

## COST/BENEFITS JUSTIFICATION

PLEASE SPECIFY THE RATIONALE FOR THE COST-SHARING DECISION BY ANSWERING THE FOLLOWING:

1. How does the assignment support EPA's mission, or government-wide initiatives?

Region 7's Strategic Directions development, in March 1996, lists three items which would be addressed by this agreement:

- Lead/Manage EPA/State Partnership to achieve mutual environmental goals to promote environmental and economic health in communities.
- Enhance partnership with states to focus on environmental/public health issues presenting the greatest risk by building state capacity with training and technical support, consistent with state interests and capability.
- Balance the need for enforcement/compliance assistance to achieve responsible environmental management to assist small business to achieve compliance.

The rapid development in the Branson-Table Rock Lake area results in substantial environmental burdens on the water quality of the groundwater as well as Table Rock Lake--an important environmental and economic resource.

2. How will the assignment strengthen relations with institutions important to the overall environmental mission and "network"?

Ms. Smith has quite a bit of experience in working with federal, state and local officials and industry in the environmental area. This experience has enabled her to establish contacts with state and local agencies, industries and environmental organizations in the southwestern part of Missouri. Ms. Smith has worked with federal, state and local organizations in the following areas:

- Safe Drinking Water Act program
- Decision-Making Process workshops (Risk Assessment/Management/Communication)
- Environmental manager for an Army installation
- Strategic Planning Program Manager
- Emergency Planning and Community Right-to-Know program
- Risk Management Program (Clean Air Act-112(r)) rule development workgroup

Her experience and involvement in southwestern Missouri will contribute to better relations in that area.

3. List the specific products derived from this agreement that will be utilized by EPA and/or the federal government.

Develop a model plan for community-based environmental projects to incorporate the following:

- Establish rural water districts which will improve the quality of public drinking water supplies.
- Work with local/county agencies to establish improved sewage collection and treatment programs, thus improving the groundwater and surface water quality.
- Encourage industries to adopt pollution prevention measures which reduce the hazardous chemicals discharged to the sewage treatment plants or surface waters.
- Encourage industries to construct facilities to minimize the water pollution resulting from stormwater run-off or accidental releases.
- Improve coordination between businesses and state/local governments in establishing emergency response programs for hazardous chemicals.

4. What are the specific factors that will be applied in evaluating the progress of this assignment and the evaluation of cost/benefits achieved?

- Improved coordination between EPA, Missouri Department of Natural Resources (MDNR) and local organizations/businesses.
- Transfer of information to other communities for development of water protection programs.
- Reduced degradation of the groundwater and surface waters.
- Submission of periodic progress reports to the Agency IPA Coordinator and the "home organization" to substantiate the cost/benefits achieved during the assignment.



# EMPLOYMENT STATUS CERTIFICATION STATEMENT

## Authorizing Official for Home Organization

I hereby certify that \_\_\_\_\_ (Assignee's name) \_\_\_\_\_ has permanent status in \_\_\_\_\_ (Assignee's home office) \_\_\_\_\_ pursuant to the IPA manual, Chapter 1, Section 6. I further certify that he/she was not converted to a different employment authority in the past 180 days for the sole purpose of becoming an eligible participant of the IPA program. Further, our organization intends to return this employee to a permanent position upon completion of the IPA assignment. It is not the intent of the Program to hire the assignee to a "like" position while on temporary assignment to the Agency.

Pursuant to Chapter 2, Section 9, I further certify that all applicable federal, state, and local conflict-of-interest and employee conduct laws have been reviewed with this employee.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## Federal IPA Assignee

Upon completion of my IPA assignment, I agree to return to my permanent position of record (or some "like" position). Should I fail to serve the required time (Chapter 2, Section 8), I have been informed that I may be liable to the federal government for all expenses incurred (excluding salary and benefits).

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## Non-Federal IPA Assignee

If I fail to complete my assignment (Chapter 2, Section 8), and/or fail to return to my previous employer for the required time, I may be liable for all expenses incurred (excluding salary and benefits).

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

# SAMPLE

LETTER TO EPA FOR CERTIFICATION  
OF ELIGIBILITY INTO THE IPA PROGRAM  
FOR NON-PROFIT ORGANIZATIONS

(Date of Letter)

Agency IPA Coordinator (3641)  
U.S. Environmental Protection Agency  
401 M Street, SW  
Washington, DC 20460

Dear (Agency IPA Coordinator):

Please accept this letter as a request to participate in the Intergovernmental Personnel Act (IPA) Mobility Program. Enclosed are the required documents to support certification:

1. IRS (non-profit certification) letter that is dated
2. Articles of Incorporation
3. By-laws
4. Description of Activities (e.g., brochures, list[s] of Officers, Committee Directory, etc.)
5. Public management related activities

If you have any questions, please do not hesitate to contact me on ( ) .

Sincerely,

\_\_\_\_\_  
(Name, Organization and  
Mailing Address)

Enclosures


## Performance Agreement, Appraisal, and Certification

**Instructions:** Use Sections A, B, C, and D of this form for all performance agreements beginning October 1, 1987. You need not retype all existing performance standards in the new format, Section E. Instead, you can continue to use the existing format for standards that will remain the same. Use the new format, Section E, when new standards are developed or significant changes are made in existing standards.

This form is available in automated format. Contact your Servicing Personnel Office for more information.

**Do Not Remove This Cover Sheet Until the Entire Form Is Placed in the Employee Performance File in the Servicing Personnel Office.**

**Security Provisions:** Personal information entered on this form, such as performance highlights, ratings on individual performance standards, and the overall performance appraisal, is protected by the Privacy Act. Protected records maintained in office files, on floppy disks, or in any other manner, must be secured in accordance with the safeguards specified for performance records (See 49 FR 36930).

	US Environmental Protection Agency Washington, DC 20460 <b>Performance Agreement                  Appraisal and Certification</b>	Employee's Name (Last, First, MI)	
	Title, Pay Plan, Series, Grade, Step	Organization (AA, Ofc, Div, Br)	Performance Period From _____ To _____
<b>Privacy Act Statement</b>			
Authority: The information on this form is collected under the Authority of the Civil Service Reform Act of 1978, 5 U.S.C. Sec. 1101 et. seq., and Executive Order 12107. Collection of your Social Security Number is authorized by Executive Order 9397.			
Effects of Not Providing the Information Requested: Your disclosure of the information is voluntary, but your failure to do so means that management will provide the information without input from you.			
Purposes and Routine Uses: This information is used to define the critical job elements, performance standards and measures directly related to your job. It will be used to document your midyear review and final performance appraisal. The information may also be used in connection with selection for and publicizing of cash and honor awards; other personnel actions based on performance, such as reduction-in-force actions; training decisions; the hiring or retention of an individual or issuance of other benefits; relevant judicial or administrative proceedings or law enforcement purposes; personnel research of survey purposes; and negotiated grievance procedures. Disclosures may also be made to the MSPB, EEOC, and other Federal agencies for purposes authorized by law; to a Congressional office at your request; and to officials of labor organizations when relevant and necessary to their duties of exclusive representation of Federal employees. This is a summary of the routine uses for these records. For a full description of the routine uses, see 49 FR 36958 (1984).			
Confidentiality: Certifications, critical job elements, performance standards, performance measures and similar position specific information may be made available under the Freedom of Information Act. Performance highlights, ratings on standards, the rating of records, personnel decisions and other personal information are protected by the Privacy Act. This information will be available only to your immediate and higher level supervisors and to other Agency officials in the exercise of their official duties, for a routine use as set forth in this statement of as otherwise authorized by the Privacy Act.			
<b>Security Provisions</b>			
Personal information entered on this form, such as performance highlights, ratings on individual performance standards, and the overall performance appraisal, is protected by the Privacy Act. Protected records maintained in office files, on floppy disks, or in any other manner, must be secured in accordance with the safeguards specified for performance records (See 49 FR 36930).			
<b>Section A. Performance Agreement and Midyear Review Certifications</b>			
Sign and date the appropriate block below to certify completion of the events.			
I. Discussion and/or approval of the performance agreement	Employee Signature	Supervisor Signature	Approving Official Signature
	Date	Date	Date
II. Midyear performance review and career development discussion	Signature	Signature	
	Date	Date	
<b>Section B. Overall Performance Appraisal and Certification</b>			
I. Supervisor I have appraised this employee's performance and prepared a recommended rating.			
Name and Title (type or print)	Signature	Date	
II. Reviewing Official (SES and PMRS Only) The recommended rating reflects my assessment of the employee's performance			
Name and Title (type or print)	Signature	Date	
III. Approving Official (All Employees) I approve the rating of record and related personnel decisions for this employee.			
Name and Title (type or print)	Signature	Date	
IV. Rating of Record <input type="checkbox"/> Outstanding <input type="checkbox"/> Exceeds Expectations <input type="checkbox"/> Fully Successful <input type="checkbox"/> Minimally Satisfactory <input type="checkbox"/> Unsatisfactory			
V. Employee My supervisor and I have discussed my performance for this period in relation to my performance standards and measures, and my supervisor has informed me of my rating of record.			
Signature	Date	Comments Attached? <input type="checkbox"/> Yes <input type="checkbox"/> No	
		Social Security Number	

EPA Form 3115-24 (Rev. 8-87) Previous editions are obsolete. (E-Forms)



<b>Section C Appraisal Worksheet</b>									
Employee's Name		Title, Pay Plan, Grade		Organization					
				Performance Period					
				From	To				
<b>Instructions to Supervisors</b>									
1. Calculate a value for each standard by multiplying its weight by the recommended rating.* 2. Add the values for each performance standard to get a total value. 3. Use the table below to convert the total value to a recommended rating of record. 4. Sign the Appraisal form in Section B, Overall Performance Appraisal and Certification. Send the recommendation on for higher level review and approval. 5. After review and approval by higher level management, conduct the appraisal discussion with the employee.									
*If the rating on any standard is "1" (Unsatisfactory), use the columns on the right hand side of the Worksheet to calculate the overall rating for the CJE to which the standard belongs. To do this, add the values of the standards in the CJE, and divide by the sum of the weights of the standards for that CJE. If the resulting CJE rating is below 2.0, overall performance must be "Unsatisfactory" regardless of the total value for all performance standards. Following approval of an Unsatisfactory rating, supervisors should put a Performance Improvement Plan in place within 15 working days from the date the rating is communicated to the employee.									
<b>Instructions to Reviewing and Approving Officials</b>									
1. Review the recommended rating and the performance agreement on which it is based. 2. If you do not agree with the rating for a standard, adjust the rating and value on the individual performance standard and on the Appraisal Worksheet and recalculate the total value of all of the standards. Change the adjective rating on the Worksheet if necessary. 3. Sign in the appropriate block in Section B, Overall Performance Appraisal and Certification. 4. Approving officials assign the rating of record by checking the appropriate adjective rating in Section B.IV. 5. Approving officials are also the final authority on other personnel decisions related to the rating. (For PMRS employees, rating and other personnel decisions (except for performance awards) may be delegated to Office Directors. Performance award decisions remain with the AA, RA, IG, or GC and are certified by them through the PMRS ADP Support System.)									
CJE No.	Standard No.	Weight	x	Rating	=	Value	Required Only When Rating on a Standard is "1"		
							CJE Values / CJE Weights = CJE Rating		
				Total Value					
<b>Conversion of Total Value to Recommended Rating of Record</b>						<b>Compensation Decisions</b>			
Range of Total Values		Recommended Rating of Records ('X' one)							
100 -199		Unsatisfactory							
200 -299		Minimally Satisfactory							
300 - 399		Fully Successful							
400- 449		Exceeds Expectations							
450 - 500		Outstanding							
<b>Other Personnel Decisions</b>									

Section D				<b>Performance Agreement Summary</b>							
Employee's Name	Title, Pay Plan, Grade	Organization	Performance Period								
			From	To							
<b>Summary of Critical Job Elements, Performance Objectives, and Weights</b>											
<p>List 4-7 critical job elements and the performance objectives/standards related to each element. There should be no more than 10 performance objectives or standards in the entire performance agreement. Weight each objective according to its relative importance. The sum as the weights must be 100.</p>											
<p><b>Example</b></p> <table style="width:100%; border: none;"> <tr> <td style="width: 10%; padding: 5px;">Weights</td> <td style="padding: 5px;">CJE1. Develop policies and programs to implement the Performance Management System.</td> </tr> <tr> <td style="padding: 5px;">20</td> <td style="padding: 5px;">OBJ 1. Revise performance management plans</td> </tr> <tr> <td style="padding: 5px;">10</td> <td style="padding: 5px;">OBJ 2. Issue guidance on Performance Standards Review Boards</td> </tr> </table>						Weights	CJE1. Develop policies and programs to implement the Performance Management System.	20	OBJ 1. Revise performance management plans	10	OBJ 2. Issue guidance on Performance Standards Review Boards
Weights	CJE1. Develop policies and programs to implement the Performance Management System.										
20	OBJ 1. Revise performance management plans										
10	OBJ 2. Issue guidance on Performance Standards Review Boards										
Weights	Critical Job Elements and Performance Objectives/Standards										

Section E		Performance Standard			
Fill in the performance objective for the standard and the weight assigned to the standard. Add assumptions if external factors should be considered in the final appraisal. Performance measures may include quality, quantity, timeliness, and manner of performance.					
Employee's Name	Critical Job Element No.	Standard No.	Weight	Rating x	Value =
Rating System for Quality, Quantity, Timeliness, and Manner of Performance <i>(use whole numbers only)</i> : Outstanding =5; Exceeds Expectations = 4; Fully Successful =3; Minimally Satisfactory =2; Unsatisfactory =1					
Objective					
Assumptions					
<b>Performance Measures</b>					
Outstanding					
Fully Successful					
Unsatisfactory					
Performance Highlights					



## Performance Agreement, Appraisal and Certification for Supervisors, Managers and Executives

### Instructions

Use Sections A, B, C and D of this form for all employees who are covered by the Performance Management and Recognition System. You need not retype all existing performance standards in the new format. Instead, you may continue to use the existing format for standards that will remain the same. Use the new format, Section C, when new standards are developed or significant changes are made in existing standards.

#### Performance Agreements

- \* must be established within 30 calendar days of appointment or other position change
- \* must include three critical job elements or work objectives that reflect management effectiveness criteria, and
- \* may contain no less than three and no more than seven critical job elements (CJE's) or work objectives.

#### Individual Development Plan (IDP's)

- \* must be established within 30 calendar days of appointment or other position change
- \* are established at the Midyear Performance Review and cover one full year. Therefore, the effective dates should be May 1 through April 30.

#### Performance Appraisals:

- \* must include written narrative for each CJE or work objective that is rated Outstanding, Minimally Satisfied or Unsatisfactory.

**Do Not Remove This Cover Sheet Until the Entire Form is Placed in  
the Employee Performance File in the Servicing Personnel Office.**

### Privacy Act Statement

Authority: The information on this form is collected under the Authority of the Civil Service Reform Act of 1978, 5 U.S.C. Sec. 1101 et. seq., and Executive Order 12107. Collection of your Social Security Number is authorized by Executive Order 9397.

Effects of Not Providing the Information Requested: Your disclosure of the information is voluntary, but your failure to do so means that management will provide the information without input from you.

Purposes and Routine Uses: This information is used to define the critical job elements, work objectives, performance standards and measures directly related to your job. It will be used to document your midyear review, including development and completion of individual development plans, and final performance appraisal. The information may also be used in connection with selection for and publicizing of cash and honor awards; other personnel actions based on performance, such as reduction-in-force actions; training decisions, the hiring or retention of an individual or issuance of other benefits; relevant judicial or administrative proceeding or law enforcement purposes; personnel research or survey purposes; and negotiated grievance procedures. Disclosures may also be made to the MSPB, EEOC, and other Federal agencies for purposes authorized by law; to a Congressional office at your request; and to officials of labor organizations when relevant and necessary to their duties of exclusive representation of Federal employees. This is a summary of the routine uses for these records. For a full description of the routine uses, see 49 FR 36958 (1984).

Confidentiality: Certifications, critical job elements, work objectives, performance standards, performance measures and similar position specific information may be made available under the Freedom of Information Act. Performance narratives, ratings on standards, the rating of record, personnel decisions and other personnel information are protected by the Privacy Act. This information will be available only to your immediate and higher level supervisors to other Agency officials in the exercise of their official duties, for a routine use as set forth in this statement or as otherwise authorized by the Privacy Act.

### Security Provisions

Personal information entered on this form such as performance narratives, ratings on individual performance standards, and the overall performance appraisal, is protected by the Privacy Act. Protected records maintained in office files, on floppy disks, or in any other manner, must be secured in accordance with the safeguards specified for performance records (See 49 FR 36930).

EPA Form 3140-32 (9-92)

5-23  
Figure 5-6 (1 of 5)



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**Performance Agreement, Appraisal and Certification for Supervisors, Managers and Executives**

Employee's Name (Last, First, MI)	Performance Period	
	From	To
Title, Pay Plan, Series, Grade, Step	Organization (AA, Ofc, Div, Br)	

**Section A. Performance Agreement and Midyear Review Certifications**

*Please sign and date the appropriate block below to certify completion of the events.*

	Employee	Supervisor	Approving Official
1. Discussion and/or approval of the performance agreement	Signature	Signature	Signature
	Date	Date	Date
2. Midyear performance review and career development discussion	<b>Yes / No</b>		
	<input type="checkbox"/>	Was standard for recertification discussed? (SES members only)	
	<input type="checkbox"/>	Was previous IDP completed? (Participated in 40 hours of development activities)	
	<input type="checkbox"/>	Has new IDP been Established? (Date _____)	
	Comments Attached		
Signature - Employee	Date	Signature - Supervisor	Date

**Section B. Overall Performance Appraisal and Certification**

Summary Performance Rating: (Definitions apply to GM employees only)

- Outstanding - One-half or more CJE's are rated Outstanding, none lower than Exceeds Expectations.
- Exceeds Expectations - One-half or more CJE's are rated Exceeds Expectations or higher, none lower than Fully Successful.
- Fully Successful - Majority of CJE's are rated Fully Successful, none lower than Fully Successful.
- Minimally Satisfactory - One or more CJE's are rated Minimally Satisfactory, none are Unsatisfactory.
- Unsatisfactory - One or more CJE's are rated Unsatisfactory.

Type of Summary Rating:

- End of annual cycle   
  Employee Reassigned   
  Employee Leaving Agency   
  Other (Specify) \_\_\_\_\_

**I. Supervisor:** I have appraised this employee's performance and prepared a recommended rating.

Name and Title (type or print)	Signature	Date
--------------------------------	-----------	------

**II. Reviewing Official:** (SES and PMRS Only) The recommended rating reflects my assessment of the employee's performance.

Name and Title (type or print)	Signature	Date
--------------------------------	-----------	------

**III. Approving Official:** (All Employees) I approve the rating of record and related personnel decisions for this employee.

Name and Title (type or print)	Signature	Date
--------------------------------	-----------	------

*Privacy Act Statement: Disclosure of your Social Security Number on this form is voluntary. The number is linked with your name in the official personnel records system to ensure unique identification of your records. The Social Security Number will be used solely to ensure accurate entry of your performance rating into the automated record system.*

**IV. Employee:** My Supervisor and I have discussed my performance for this period in relation to my performance standards and measures, and my supervisor has informed me of my rating of record.

Signature	Date	Comments Attached?	Social Security Number
	5-24	Yes <input type="checkbox"/> No <input type="checkbox"/>	

Additional copies of this page may be xeroxed if necessary.

Section C (Please Type Information)		Performance Standard			
Employee Name	Title, Pay Plan, Grade				
Organization	Performance Period From _____ To _____				
CJE/Work Objective (Assumptions Optional)					
Fully Successful Performance Measure:					
Performance Narrative (Required for Outstanding, Minimally Satisfactory and Unsatisfactory Ratings)					
Rating:	<input type="checkbox"/> Outstanding	<input type="checkbox"/> Exceeds Expectations	<input type="checkbox"/> Fully Successful 5-25	<input type="checkbox"/> Minimally Unsatisfactory	<input type="checkbox"/> Unsatisfactory

# Environmental Protection Agency Individual Development Plan

Name: \_\_\_\_\_ Effective Dates: \_\_\_\_\_

Long-Term Goal: \_\_\_\_\_

Short-Term Goal:	Specific Development Activities	
Development Objectives	Description	Time Frame

Figure 5-6 (4 of 5)

Development Objectives	Specific Development Activities	
	Description	Time Frame

5-27  
Figure 5-6 (5 of 5)

Others, as appropriate:

\_\_\_\_\_  
Employee Signature                      Date

\_\_\_\_\_  
Assistant/Regional Administrator                      Date

\_\_\_\_\_  
Manager Signature                      Date

\_\_\_\_\_  
Executive Resources Board                      Date

\_\_\_\_\_  
Mentor                      Date



PROGRAM'S CERTIFICATION  
OF EMPLOYEE STATUS



I hereby certify that \_\_\_\_\_ (Assignee's Name) \_\_\_\_\_ has returned to his/her permanent position of record (or position of "like" pay and grade). In addition, I certify that there is no liability to the U.S. Government for non-salary expenses incurred during the assignment.

\_\_\_\_\_  
Signature Title Date

I hereby certify that \_\_\_\_\_ (Assignee's Name) \_\_\_\_\_ has not returned to his/her permanent position of record as originally anticipated. Therefore, I will send a request for waiver of the expenses incurred within the next 30 calendar days. Further, I understand and agree that in the event the waiver is denied, I will inform the employee of the Agency's decision to recoup non-salary expenses.

\_\_\_\_\_  
Signature Title Date



# U. S. Environmental Protection Agency

## Assignee's Evaluation of Mobility Assignments

(Title IV of the Intergovernmental Personnel Act of 1990)

This questionnaire is confidential and will be used only in the Agency's annual report to the U.S. Office of Personnel Management. Send the completed form to the Agency IPA Coordinator, U.S. Environmental Protection Agency, Executive Resources and Special Programs, 401 M Street, SW, Washington, DC 20460.

### GENERAL INFORMATION

Assignee's Name

Period of Assignment

Position to Which Assigned

Office and Location of Assignment

How was the assignment initiated?

### EVALUATION

Explain the goals and objectives of the assignment.

To what degree were the stated goals and objectives of the assignment achieved?

What problems did you encounter and how can they be eliminated from future assignments?

How can the quality of assignments and the mobility of Personnel under the IPA be improved?

What additional assignments are needed to further the program of the State/University/EPA?

Did you received necessary help and support from your supervisor, human resources staffs and other individuals when initiating your assignment?

In what way did EPA benefit from your IPA assignment?

Comments:

Assignee's Signature

Date (Month/Day/Year)



# U. S. Environmental Protection Agency

## Supervisor's Evaluation of EPA's IPA Personnel Exchange Program

(Title IV of the Intergovernmental Personnel Act of 1990)

This questionnaire is confidential and will be used only in the Agency's annual report to the U.S. Office of Personnel Management. Send the completed form to the Agency IPA Coordinator, U.S. Environmental Protection Agency, Executive Resources and Special Programs, 401 M Street, SW, Washington, DC 20460.

### GENERAL INFORMATION

Assignee's Name

Period of Assignment

Supervisor's Name and Title

Office and Location of Assignment

### EVALUATION

Were the goals and objectives of the assignment completed?

What contribution did the assignee make while on assignment?

Did the participant face any significant limitations or barriers on this agreement? (Comment)

Were there any activities that should have been completed or achieved that were not? (Comment)

Will the work performed on this assignment be continued after the assignee has returned to his/her original employer?

Yes

No

Based on your present experience with EPA's Mobility Program, would you like to have more participation?

Yes

No

Do you have any suggestion for improving EPA's Mobility Program? (If so, specify)

Did the assignment give you a better understanding of EPA programs and policies? (Explain)

How did the participant perform while on the assignment?

Other comments:

Supervisor's Signature

Date (Month/Day/Year)

**ASSIGNMENT AGREEMENT**

Title IV of the  
 Intergovernmental Personnel Act of 1970  
 (5 U.S.C. 3371 - 3376)

EPA EMPLOYEE ON DETAIL

**SAMPLE**

**INSTRUCTIONS**

This agreement constitutes the written record of the obligations and responsibilities of the parties to a temporary assignment arranged under the provisions of the Intergovernmental Personnel Act of 1970.

The term "State or local government," when appearing on this form, also refers to an institution of higher education, an Indian tribal government, and any other eligible organization.

Copies of the completed and signed agreement should be retained by each signatory.

Within 15 days of the effective date of the assignment, two copies of this form must be sent to:

Faculty Fellows and Personnel Mobility Division  
 Office of Intergovernmental Personnel Programs  
 Office of Personnel Management  
 P.O. Box 14184  
 Washington, DC 20044

Procedural questions on completing the assignment agreement form or on other aspects relating to the mobility program should be addressed to either mobility program coordinators in each Federal agency or to the staff in the Intergovernmental Personnel Programs Division in Office of Personnel Management's regional office.

**PART 1—NATURE OF THE ASSIGNMENT AGREEMENT**

1.  New Agreement  Modification  Extension

**PART 2—INFORMATION ON PARTICIPATING EMPLOYEE**

2. Name (Last, First, Middle) DOE, JOHN I.		3. Social Security Number 123-34-5555
4. Home Address (Street, City, State, ZIP Code) 4527 Fawn Avenue Clinton, MD 20785		5. - A. Have you ever been on a mobility assignment? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO 5. - B. If "YES", date of each assignment (Month and Year) FROM: TO:

**PART 3—PARTIES TO THE AGREEMENT**

6. Federal Agency (List office, bureau or organizational unit which is party to the agreement) U.S. Environmental Protection Agency Office of Solid Waste (5101)	7. State or Local Government (Identify the governmental agency) State of Oregon Department of Environmental Quality
8. Is assignment being made through a faculty fellows program? If yes, give name of program. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	

**PART 4—POSITION DATA**

**A—Position Currently Held**

9. Employment Office Name and Address (Building, Street, City, State and ZIP code) U.S. Environmental Protection Agency Immediate Office of Solid Waste 401 M Street, SW (5101) Washington, DC 20460	10. Employee's Position Title Environmental Protection Specialist	11. Office Phone No. (Area Code) (703) 308-8622
	12. Immediate Supervisor (Name and Title) Matt Small, Director Permits and State Programs Division	

**B—Type of Current Appointment**

13. Federal Employees (Check appropriate box.)		14. State and Local Employees	
<input checked="" type="checkbox"/> Career Competitive	Indicate GS Level GS-14	State or Local Annual Salary N/A	Original Date Employed by the State or Local Government N/A
<input type="checkbox"/> Other (Specify)			

**C—Position To Which Assignment Will Be Made**

15. Employment Office Name and Address (Building, Street, City, State and ZIP code) Oregon Department of Environmental Quality Hazardous Waste Section 811 SW 8th Street Portland, OR 97204	16. Assignee's Position Title Environmental Specialist	17. Office Phone No. (Area Code) (503) 754-4799
	18. Immediate Supervisor (Name and Title) Raymond Browner, Manager - Hazardous Waste Section	



**PART 9—FISCAL OBLIGATIONS**

Identify, where appropriate, the office to which invoices and time and attendance records should be sent.

26. Federal Agency Obligations (If paying more than 50 percent of a Federal employee's salary beyond a 6-month period, specify rationale for cost-sharing decision.)

EPA will continue to pay the assignee's salary and employer's share of contributions and allowable benefits. Costs for this assignment will be accumulated and billed on a quarterly basis from EPA Salary and Expenses appropriation to the current year of the RCRA grant #L99 4040 01 as "in-kind" services based on the actual hours worked by Mr. Doe as shown on bi-weekly payroll distribution timesheets. Estimated salary, supplemental pay, benefits, and relocation: \$94,373 (not including relocation to ODEQ).  
 Salary \$39,012 per annum  
 Supp. Pay \$21,600 per annum  
 Benefits \$14,547 per annum  
 Relocation \$19,214 (from ODEQ)  
 EPA will pay supplemental pay directly to employee.  
 Budget organization: (11A)

27. State or Local Government Agency Obligations

Oregon's DEQ will reimburse EPA, Office of Solid Waste, for 100% of salary and benefits through grant #L99 4040 01 as "in-kind" service. The State of Oregon will reimburse EPA for relocation expenses and travel costs to the assignment not to exceed \$20,000.

**PART 10—CONFLICTS OF INTEREST AND EMPLOYEE CONDUCT**

- 28. Applicable Federal, State or local conflict-of-interest laws have been reviewed with the employee to assure that conflict-of-interest situations do not inadvertently arise during this assignment.
- 29. The employee has been notified of laws, rules and regulations, and policies on employee conduct which apply to him/her while on this assignment.

**PART 11—OPTIONS**

30. Indicate coverage or "N.A." if not applicable

A. Federal Employees Group Life Insurance

Covered  N.A.

B. Federal Civil Service Retirement

Covered  N.A.

C. Federal Employee Health Benefits

Covered  N.A.

31. State or Local Agency Benefits (Indicate all State employee benefits that will be retained by the State or local agency employee being assigned to a Federal agency. Also include a statement certifying coverage in all State and local employee benefit programs that are elected by the Federal employee on leave without pay from the Federal agency to a State or local agency.)

32. Other Benefits (Indicate any other employee benefits to be made part of this agreement)

Employee (or beneficiary) is entitled to compensation for injury (or death) and consideration for any and all benefits normally accrued to federal employees with permanent career status.

**PART 12—TRAVEL AND TRANSPORTATION EXPENSES AND ALLOWANCES**

33. Indicate: (1) Whether the Federal agency or State or local agency will pay travel and transportation expenses to, from, and during the assignment as specified in Chapter 334, of the Federal Personnel Manual, and (2) which travel and relocation expenses will be included.

All travel and training directed by Oregon's DEQ will be paid by Oregon. All travel and IPA related training directed by EPA will be paid by EPA. ODEQ will be responsible for relocation expenses to the assignment including change of station allowance for travel and transportation of the employee's immediate family, household goods, and personal effects to the assignment location; a per diem allowance for employee to the assignment location; subsistence expenses for the employee and his immediate family while occupying temporary quarters (up to 30 days) at the assignment location; temporary storage of household goods (up to 60 days) in connection with the assignment. EPA agrees to the same, upon return of the assignee to EPA. The employee will have access and privileges to a U.S. Government credit card (currently American Express) to facilitate reimbursement for EPA travel.



**PART 13—APPLICABILITY OF RULES, REGULATIONS AND POLICIES**

34. Check Appropriate Boxes

- YES A. The rules and policies governing the internal operation and management of the agency to which my assignment is made under this agreement will be observed by me.
- Yes, with exceptions attached
- B. I have been informed that my assignment may be terminated at any time at the option of the Federal agency or the State or local government.
- C. I have been informed that any travel and transportation expenses covered from Federal agency appropriations may be recoverable as a debt due the United States, if I do not serve until the completion of my assignment (unless terminated earlier by either employer) or one year, whichever is shorter.
- D. I have been informed of applicable provisions should my position with my permanent employer become subject to a reduction-in-force procedure.
- E. I agree to serve in the Civil Service upon the completion of my assignment for a period equal to that of my assignment. Should I fail to serve the required time, I have been informed that I will be liable to the United States for all expenses (except salary and benefits) of my assignment. *(For Federal employees only)*

**PART 14—CERTIFICATION OF ASSIGNED EMPLOYEE**

In signing this agreement, I certify that I understand the terms of this agreement and agree to the rules, regulations and policies as indicated in Part 13 above.

35. Location of Assignment ( <i>Name of Organization</i> )  Oregon Department of Environmental Quality	36. Date ( <i>Month, Day, Year</i> ) From: 9/27/95      To: 9/26/97
37. Signature of Assigned Employee	38. Date of Signature ( <i>Month, Day, Year</i> )

**PART 15—CERTIFICATION OF APPROVING OFFICIALS**

In signing this agreement, we certify that:

- the description of duties and responsibilities is current and fully and accurately describes those of the assigned employee;
- this assignment is being entered into to serve a sound, mutual public purpose and not solely for the employee's benefit;
- at the completion of the assignment, the participating employee will be returned to the position he or she occupied at the time this agreement was entered into or a position of like seniority, status and pay.

	Signature of Authorizing Officer	Typed Name and Title	Date of Signature ( <i>Month, Day, Year</i> )
State or Local Government Agency	39.	40. William T. Cooper, Director Oregon Department of Environmental Quality	41.
Federal Agency	42.	43. Elliott P. Laws, Assistant Administrator for Office of Solid Waste & Emergency Response	44.
Headquarters Concurring Official	45.	46. Cynthia D. Jones-Jackson Agency IPA Coordinator	47.

**PRIVACY ACT STATEMENT**

Sections 3373 and 3374, Assignment of Employees To or From State or Local Governments, of Title 5, U.S. Code, authorizes collection of this information. The data will be used primarily to formally document and record your temporary assignment to or from a State or local government, institution of higher education, Indian tribal government, or other eligible organization. This information may also be used as the legal basis for personnel and financial transactions, to identify you when requesting information about you, e.g., from prior employers, educational institutions, or law enforcement agencies, or by State, local, or Federal income taxing agencies.

Solicitation of your Social Security Number (SSN) is authorized by Executive Order 9397, which permitted use of the SSN as an identifier of individual records maintained by Federal agencies. Furnishing your SSN or any other data requested is voluntary. However, failure to provide any of the requested information may result in your being ineligible for participation in the Intergovernmental Assignment Program.



**SUPPLEMENTAL PAY FOR FEDERAL AND NON-FEDERAL IPA DETAILEES**

**INSTRUCTIONS:** This form and the OF-69 must be submitted to the IPA Coordinator at least 15 workdays before the effective date of the IPA assignment.

The individual named below is detailed to EPA under the provisions of the Intergovernmental Personal Act (IPA) and will receive supplemental pay from EPA (see OF-69 attached).

NAME <b>John I. Doe</b>	SUPPLEMENTAL SALARY <b>\$21,600 per annum (\$1,800 per month)</b>
SOCIAL SECURITY NUMBER <b>123-34-5555</b>	GRADE LEVEL <i>(first step only)</i> <b>GS-14</b>
ADDRESS <b>4527 Fawn Avenue, Clinton, MD 20785</b>	DESIGNATED AGENT <b>DA-8362</b>
EFFECTIVE DATE <b>September 27, 1995</b>	TERMINATED DATE <b>September 26, 1997</b>

DEDUCTIONS <i>(Check appropriate boxes and name City and State.)</i>  <input type="checkbox"/> FICA <input type="checkbox"/> FEDERAL TAX <input checked="" type="checkbox"/> STATE TAX <u>Maryland</u> <input type="checkbox"/> CITY TAX _____ <input type="checkbox"/> OTHER _____	JUSTIFICATION FOR SUPPLEMENTAL PAY  <p>This supplemental pay will compensate the employee for the difference in pay between the Oregon Department of Environmental Quality's IPA position and that of his position of record with the U.S. Environmental Protection Agency.</p> <p style="text-align: center; font-size: 2em;"><b>SAMPLE</b></p>
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**WILL BE PAID ON** *(Check appropriate box)*

MONTHLY       QUARTERLY       BI-WEEKLY

Questions concerning the above may be directed to: Shelly Hall  
*(Administrative Officer)*  
 on (202) 260-9403, or the IPA Coordinator.  
*(Telephone number)*

**Financial and Accounting Data**

Line	DCN (Max 8)	Budget/FYs (Max 4)	Appropriation Code (Max 8)	Budget Org/Code (Max 7)	Program Element (Max 9)	Object Class (Max 4)	SFO
1							(Max 2)
2							
3							

Line	Amount (Dollars)	(Cents)	Site/Project (Max 8)	Cost Org/Code (Max 7)	Funding Approp. (%) (Max 7)
1					
2					
3					

APPROVED: *(Program Official)*

APPROVED: *(IPA Coordinator)*

**ASSIGNMENT AGREEMENT**

Title IV of the

Intergovernmental Personnel Act of 1970

EPA EMPLOYEE ON LWOP

**SAMPLE**

(5 U.S.C. 3371 - 3376)

**INSTRUCTIONS**

This agreement constitutes the written record of the obligations and responsibilities of the parties to a temporary assignment arranged under the provisions of the Intergovernmental Personnel Act of 1970.

Within 15 days of the effective date of the assignment, two copies of this form must be sent to:

Faculty Fellows and Personnel Mobility Division  
 Office of Intergovernmental Personnel Programs  
 Office of Personnel Management  
 P.O. Box 14184  
 Washington, DC 20044

The term "State or local government," when appearing on this form, also refers to an institution of higher education, an Indian tribal government, and any other eligible organization.

Procedural questions on completing the assignment agreement form or on other aspects relating to the mobility program should be addressed to either mobility program coordinators in each Federal agency or to the staff in the Intergovernmental Personnel Programs Division in Office of Personnel Management's regional office.

Copies of the completed and signed agreement should be retained by each signatory.

**PART 1—NATURE OF THE ASSIGNMENT AGREEMENT**

1.  New Agreement  Modification  Extension

**PART 2—INFORMATION ON PARTICIPATING EMPLOYEE**

2. Name (Last, First, Middle) **DOE, JOHN I.** 3. Social Security Number **123-34-5555**

4. Home Address (Street, City, State, ZIP Code)  
**4527 Fawn Avenue  
 Clinton, MD 20785**

5. - A. Have you ever been on a mobility assignment?  
 YES  NO

5. - B. If "YES", date of each assignment (Month and Year)  
 FROM: TO:

**PART 3—PARTIES TO THE AGREEMENT**

6. Federal Agency (List office, bureau or organizational unit which is party to the agreement)  
**U.S. Environmental Protection Agency  
 Office of Solid Waste (5101)**

7. State or Local Government (Identify the governmental agency)  
**State of Oregon  
 Department of Environmental Quality**

8. Is assignment being made through a faculty fellows program? If yes, give name of program.  YES  NO

**PART 4—POSITION DATA**

**A—Position Currently Held**

9. Employment Office Name and Address (Building, Street, City, State and ZIP code)  
**U.S. Environmental Protection Agency  
 Immediate Office of Solid Waste  
 401 M Street, SW (5101)  
 Washington, DC 20460**

10. Employee's Position Title  
**Environmental  
 Protection Specialist**

11. Office Phone No. (Area Code)  
**(703) 308-8622**

12. Immediate Supervisor (Name and Title)  
**Matt Small, Director  
 Permits and State Programs Division**

**B—Type of Current Appointment**

13. Federal Employees (Check appropriate box.)  Career Competitive  Other (Specify) **Indicate GS Level**  
**GS-14**

14. State and Local Employees **State or Local Annual Salary**  
**N/A** **Original Date Employed by the State or Local Government**  
**N/A**

**C—Position To Which Assignment Will Be Made**

15. Employment Office Name and Address (Building, Street, City, State and ZIP code)  
**Oregon Department of Environmental Quality  
 Hazardous Waste Section  
 811 SW 8th Street  
 Portland, OR 97204**

16. Assignee's Position Title  
**Environmental Specialist**

17. Office Phone No. (Area Code)  
**(503) 754-4799**

18. Immediate Supervisor (Name and Title)  
**Raymond Browner, Manager - Hazardous Waste Section**

CHAPTER 5

Rev. 6/97 (2)

**PART 5—TYPE OF ASSIGNMENT**

<p>19. Check Appropriate Box</p> <p><input type="checkbox"/> On detail from a Federal agency</p> <p><input checked="" type="checkbox"/> On leave without pay from a Federal agency</p> <p><input type="checkbox"/> On detail to a Federal agency</p> <p><input type="checkbox"/> On appointment in a Federal agency</p>	<p>20. Period of Assignment (Month, Day, Year)</p> <p>FROM: 9-27-95 TO: 9-26-97</p>
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**PART 6—REASON FOR MOBILITY ASSIGNMENT**

21. Indicate the reasons for this mobility assignment and discuss how the work will benefit the participating governments. In addition, indicate how the employee will be utilized at the completion of this assignment.

This mobility assignment will benefit both the Office of Solid Waste and the State of Oregon's Department of Environmental Quality (ODEQ). The experience the assignee will gain in working in a state hazardous waste program will enhance EPA's ability to ensure that state needs and perspectives are adequately represented in the development of national hazardous waste policies and regulations; and will assist in furthering the Agency's commitment to building partnerships with states as "co-regulators and implementers" of the national hazardous waste management program under the Resource Conservation and Recovery Act (RCRA). The expertise provided by the assignee in the areas of corrective action and permitting of hazardous waste management facilities will be of great benefit to the State of Oregon. Also, the assignee's reputation as a national expert in this area will be instrumental in communications with the regulated community, at national meetings and conferences of state hazardous waste officials, etc. Upon completion of the assignment, the assignee will be returned to a position of "like grade and pay".

**PART 7—POSITION DESCRIPTION**

22. List the major duties and responsibilities to be performed while on the mobility assignment. Attach an accurate current description of the position being filled through the IPA assignment.

Major duties and responsibilities include:

- serving as the focal point for corrective action authorization and capability building issues, including but not limited to, developing program procedures, analyzing differences and developing consistent approaches to cleanups between RCRA corrective action and the state cleanup program;
- assisting ODEQ staff on implementation of Land Disposal Restriction program issues;
- tracking development of national policies and regulations affecting the state RCRA program, and other state remedial programs.

**PART 8—EMPLOYEE BENEFITS**

<p>23. Rate of Basic Pay</p> <p>\$60,612 per annum</p>	<p>24. Special Pay Conditions (Indicate any conditions that could increase the assigned employee's compensation during the assignment period)</p> <p>Assignee is eligible for career ladder promotions, with-grade increases, annual cost of living increases, etc.</p>
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25. Leave Provisions (Indicate the annual and sick leave benefits for which the assigned employee is eligible. Specify the procedures for reporting, requesting and recording such leave)

The employee, while on LWOP from his EPA position for assignment to a non-federal organization (ODEQ), is entitled to earn annual and sick leave to the same extent as if he had continued in his regular EPA position. To facilitate record keeping, annual and sick leave balances are transferrable both to and from the assignment. Therefore, ODEQ has agreed to allow the transfer of 340 hours of sick leave and 150 hours of annual leave for the employee. Leave will still be subject to the limitation prescribed for annual leave carryover by Section 6304 of Title 5, USC. ODEQ has also agreed to maintain leave records that will be transferred back to EPA upon completion of the assignment. The employee is currently earning eight hours of annual leave and four hours of sick leave and will continue to do so for the entire period of his assignment to ODEQ.

**PART 9—FISCAL OBLIGATIONS**

Identify, where appropriate, the office to which invoices and time and attendance records should be sent.

26. Federal Agency Obligations *(If paying more than 50 percent of a Federal employee's salary beyond a 6-month period, specify rationale for cost-sharing decision.)*

EPA agrees to allow the employee to go into a LWOP status.

27. State or Local Government Agency Obligations

Oregon agrees to pay employee for 100% of salary and benefits. The State of Oregon will reimburse EPA for relocation expenses and travel costs to the assignment not to exceed \$20,000. ODEQ has agreed to bear the cost of leave, whether earned or used. Provisions found under part 8, section 25.

**PART 10—CONFLICTS OF INTEREST AND EMPLOYEE CONDUCT**

28. Applicable Federal, State or local conflict-of-interest laws have been reviewed with the employee to assure that conflict-of-interest situations do not inadvertently arise during this assignment.

29. The employee has been notified of laws, rules and regulations, and policies on employee conduct which apply to him/her while on this assignment.

*Must be filled in after the employee reviews conflict-of-interest rules and regulations.*

**PART 11—OPTIONS**

30. Indicate coverage or "N.A." if not applicable

A. Federal Employees Group Life Insurance

Covered  N.A.

B. Federal Civil Service Retirement

Covered  N.A.

C. Federal Employee Health Benefits

Covered  N.A.

31. State or Local Agency Benefits *(Indicate all State employee benefits that will be retained by the State or local agency employee being assigned to a Federal agency. Also include a statement certifying coverage in all State and local employee benefit programs that are elected by the Federal employee on leave without pay from the Federal agency to a State or local agency.)*

32. Other Benefits *(Indicate any other employee benefits to be made part of this agreement)*

Employee elects to retain full retirement credit under the Federal Retirement System. Employee must agree to pay his share of contributions for health benefits, life insurance, and retirement, or otherwise jeopardize loss of benefits and interruption of full service credit for retirement purposes. Employee (or beneficiary) is entitled to compensation for injury (or death) and consideration of all benefits that would normally accrue to employees of EPA.

**PART 12—TRAVEL AND TRANSPORTATION EXPENSES AND ALLOWANCES**

33. Indicate: (1) Whether the Federal agency or State or local agency will pay travel and transportation expenses to, from, and during the assignment as specified in Chapter 334, of the Federal Personnel Manual, and (2) which travel and relocation expenses will be included.

ODEQ agrees to pay for travel and relocation expenses of employee and his dependents to the assignment. Movement of household effects will be paid in accordance with state travel regulations. EPA agrees to pay for expenses associated with relocating the employee and his dependents for the assignment.

(This is a negotiable item.)

**PART 13—APPLICABILITY OF RULES, REGULATIONS AND POLICIES**

34. Check Appropriate Boxes

- YES A. The rules and policies governing the internal operation and management of the agency to which my assignment is made under this agreement will be observed by me.
- Yes, with exceptions attached
- B. I have been informed that my assignment may be terminated at any time at the option of the Federal agency or the State or local government.
- C. I have been informed that any travel and transportation expenses covered from Federal agency appropriations may be recoverable as a debt due the United States, if I do not serve until the completion of my assignment (unless terminated earlier by either employer) or one year, whichever is shorter.
- D. I have been informed of applicable provisions should my position with my permanent employer become subject to a reduction-in-force procedure.
- E. I agree to serve in the Civil Service upon the completion of my assignment for a period equal to that of my assignment. Should I fail to serve the required time, I have been informed that I will be liable to the United States for all expenses (except salary and benefits) of my assignment. *(For Federal employees only)*

**PART 14—CERTIFICATION OF ASSIGNED EMPLOYEE**

In signing this agreement, I certify that I understand the terms of this agreement and agree to the rules, regulations and policies as indicated in Part 13 above.

35. Location of Assignment ( <i>Name of Organization</i> )  Oregon Department of Environmental Quality	36. Date ( <i>Month, Day, Year</i> ) From: 9/27/95 To: 9/26/97
37. Signature of Assigned Employee	38. Date of Signature ( <i>Month, Day, Year</i> )

**PART 15—CERTIFICATION OF APPROVING OFFICIALS**

In signing this agreement, we certify that:

- the description of duties and responsibilities is current and fully and accurately describes those of the assigned employee;
- this assignment is being entered into to serve a sound, mutual public purpose and not solely for the employee's benefit;
- at the completion of the assignment, the participating employee will be returned to the position he or she occupied at the time this agreement was entered into or a position of like seniority, status and pay.

Signature of Authorizing Officer		Typed Name and Title	Date of Signature ( <i>Month, Day, Year</i> )
State or Local Government Agency	39.	40. William T. Cooper, Director Oregon Department of Environmental Quality	41.
Federal Agency	42.	43. Elliott P. Laws, Assistant Administrator for Office of Solid Waste & Emergency Response	44.
Headquarters Concurring Official	45.	46. Cynthia D. Jones-Jackson Agency IPA Coordinator	47.

**PRIVACY ACT STATEMENT**

Sections 3373 and 3374, Assignment of Employees To or From State or Local Governments, of Title 5, U.S. Code, authorizes collection of this information. The data will be used primarily to formally document and record your temporary assignment to or from a State or local government, institution of higher education, Indian tribal government, or other eligible organization. This information may also be used as the legal basis for personnel and financial transactions, to identify you when requesting information about you, e.g., from prior employers, educational institutions, or law enforcement agencies, or by State, local, or Federal income taxing agencies.

Solicitation of your Social Security Number (SSN) is authorized by Executive Order 9397, which permitted use of the SSN as an identifier of individual records maintained by Federal agencies. Furnishing your SSN or any other data requested is voluntary. However, failure to provide any of the requested information may result in your being ineligible for participation in the Intergovernmental Assignment Program.

**ASSIGNMENT AGREEMENT**

Title IV of the

Intergovernmental Personnel Act of 1970

BLANKET IPA ASSIGNMENT

**SAMPLE**

(5 U.S.C. 3371 - 3376)

**INSTRUCTIONS**

This agreement constitutes the written record of the obligations and responsibilities of the parties to a temporary assignment arranged under the provisions of the Intergovernmental Personnel Act of 1970.

The term "State or local government," when appearing on this form, also refers to an institution of higher education, an Indian tribal government, and any other eligible organization.

Copies of the completed and signed agreement should be retained by each signatory.

Within 15 days of the effective date of the assignment, two copies of this form must be sent to:

Faculty Fellows and Personnel Mobility Division  
 Office of Intergovernmental Personnel Programs  
 Office of Personnel Management  
 P.O. Box 14184  
 Washington, DC 20044

Procedural questions on completing the assignment agreement form or on other aspects relating to the mobility program should be addressed to either mobility program coordinators in each Federal agency or to the staff in the Intergovernmental Personnel Programs Division in Office of Personnel Management's regional office.

**PART 1—NATURE OF THE ASSIGNMENT AGREEMENT**

1.  New Agreement  Modification  Extension

**PART 2—INFORMATION ON PARTICIPATING EMPLOYEE**

2. Name (Last, First, Middle) 3. Social Security Number

4. Home Address (Street, City, State, ZIP Code) 5. - A. Have you ever been on a mobility assignment?  
 YES  NO

5. - B. If "YES", date of each assignment (Month and Year)  
 FROM: TO:

**PART 3—PARTIES TO THE AGREEMENT**

6. Federal Agency (List office, bureau or organizational unit which is party to the agreement)  
 U.S. Environmental Protection Agency  
 Region 9 7. State or Local Government (Identify the governmental agency)  
 Arizona Department of Environmental Quality (ADEQ)

8. Is assignment being made through a faculty fellows program?  
 If yes, give name of program.  YES  NO

**PART 4—POSITION DATA**

**A—Position Currently Held**

9. Employment Office Name and Address (Building, Street, City, State and ZIP code)  
 U.S. Environmental Protection Agency  
 Region 9  
 75 Hawthorne Street (W-3)  
 San Francisco, CA 94105 10. Employee's Position Title 11. Office Phone No. (Area Code)

12. Immediate Supervisor (Name and Title)

**B—Type of Current Appointment**

13. Federal Employees (Check appropriate box.)		14. State and Local Employees	
<input type="checkbox"/> Career Competitive	Indicate GS Level	State or Local Annual Salary	Original Date Employed by the State or Local Government
<input type="checkbox"/> Other (Specify)			

**C—Position To Which Assignment Will Be Made**

15. Employment Office Name and Address (Building, Street, City, State and ZIP code)  
 Arizona Department of Environmental Quality  
 Division of Water  
 3033 North Central Avenue  
 Phoenix, AZ 85012 16. Assignee's Position Title 17. Office Phone No. (Area Code)

18. Immediate Supervisor (Name and Title)  
 Don Shroyer, Manager - Nonpoint Source Unit





**PART 9—FISCAL OBLIGATIONS**

Identify, where appropriate, the office to which invoices and time and attendance records should be sent.

26. Federal Agency Obligations (If paying more than 50 percent of a Federal employee's salary beyond a 6-month period, specify rationale for cost-sharing decision.)

EPA will continue to pay employee's salary and employee's share of the contributions and allowable benefits. Costs will be billed as "in-kind" services to EPA grant #C9-999140-94.

27. State or Local Government Agency Obligations

Arizona's Department of Environmental Quality will reimburse EPA for travel and per diem cost associated with this agreement through Grant #C-999140-94.

The amount of this IPA contract is: \$ \_\_\_\_\_

NTE \$7,526 estimated travel and per diem.

Travel	\$ _____
Per Diem	\$ _____
Total	\$ _____

**PART 10—CONFLICTS OF INTEREST AND EMPLOYEE CONDUCT**

- 28. Applicable Federal, State or local conflict-of-interest laws have been reviewed with the employee to assure that conflict-of-interest situations do not inadvertently arise during this assignment.
- 29. The employee has been notified of laws, rules and regulations, and policies on employee conduct which apply to him/her while on this assignment.

**PART 11—OPTIONS**

30. Indicate coverage or "N.A." if not applicable

A. Federal Employees Group Life Insurance

Covered  N.A.

B. Federal Civil Service Retirement

Covered  N.A.

C. Federal Employee Health Benefits

Covered  N.A.

31. State or Local Agency Benefits (Indicate all State employee benefits that will be retained by the State or local agency employee being assigned to a Federal agency. Also include a statement certifying coverage in all State and local employee benefit programs that are elected by the Federal employee on leave without pay from the Federal agency to a State or local agency.)

32. Other Benefits (Indicate any other employee benefits to be made part of this agreement)

Employee (or beneficiary) is entitled to compensation for injury (or death) and consideration for within-grade increase, federal pay increase, and other benefits that normally accrue to the employees of EPA.

**PART 12—TRAVEL AND TRANSPORTATION EXPENSES AND ALLOWANCES**

33. Indicate: (1) Whether the Federal agency or State or local agency will pay travel and transportation expenses to, from, and during the assignment as specified in Chapter 334, of the Federal Personnel Manual, and (2) which travel and relocation expenses will be included.

Employee will be reimbursed for travel and expenses to and from the Arizona Department of Environmental Quality and per diem expenses during the assignment in accordance with applicable current federal regulations.

**PART 13—APPLICABILITY OF RULES, REGULATIONS AND POLICIES**

**34. Check Appropriate Boxes**

- YES
- Yes, with exceptions attached
- B. I have been informed that my assignment may be terminated at any time at the option of the Federal agency or the State or local government.
- C. I have been informed that any travel and transportation expenses covered from Federal agency appropriations may be recoverable as a debt due the United States, if I do not serve until the completion of my assignment (unless terminated earlier by either employer) or one year, whichever is shorter.
- D. I have been informed of applicable provisions should my position with my permanent employer become subject to a reduction-in-force procedure.
- E. I agree to serve in the Civil Service upon the completion of my assignment for a period equal to that of my assignment. Should I fail to serve the required time, I have been informed that I will be liable to the United States for all expenses (except salary and benefits) of my assignment. *(For Federal employees only)*

A. The rules and policies governing the internal operation and management of the agency to which my assignment is made under this agreement will be observed by me.

**PART 14—CERTIFICATION OF ASSIGNED EMPLOYEE**

In signing this agreement, I certify that I understand the terms of this agreement and agree to the rules, regulations and policies as indicated in Part 13 above.

<p>35. Location of Assignment (<i>Name of Organization</i>) Arizona Department of Environmental Quality Phoenix, AZ</p>	<p>36. Date (<i>Month, Day, Year</i>) From: _____ To: _____</p>
<p>37. Signature of Assigned Employee</p>	<p>38. Date of Signature (<i>Month, Day, Year</i>)</p>

**PART 15—CERTIFICATION OF APPROVING OFFICIALS**

In signing this agreement, we certify that:

- the description of duties and responsibilities is current and fully and accurately describes those of the assigned employee;
- this assignment is being entered into to serve a sound, mutual public purpose and not solely for the employee's benefit;
- at the completion of the assignment, the participating employee will be returned to the position he or she occupied at the time this agreement was entered into or a position of like seniority, status and pay.

Signature of Authorizing Officer		Typed Name and Title	Date of Signature ( <i>Month, Day, Year</i> )
State or Local Government Agency	39.	40. Russell F. Rhoades Director	41.
Federal Agency	42.	43. Felicia A. Marcus Regional Administrator	44.
Headquarters Concurring Official	45.	46. Cynthia D. Jones-Jackson Agency IPA Coordinator	47.

**PRIVACY ACT STATEMENT**

Sections 3373 and 3374, Assignment of Employees To or From State or Local Governments, of Title 5, U.S. Code, authorizes collection of this information. The data will be used primarily to formally document and record your temporary assignment to or from a State or local government, institution of higher education, Indian tribal government, or other eligible organization. This information may also be used as the legal basis for personnel and financial transactions, to identify you when requesting information about you, e.g., from prior employers, educational institutions, or law enforcement agencies, or by State, local, or Federal income taxing agencies.

Solicitation of your Social Security Number (SSN) is authorized by Executive Order 9397, which permitted use of the SSN as an identifier of individual records maintained by Federal agencies. Furnishing your SSN or any other data requested is voluntary. However, failure to provide any of the requested information may result in your being ineligible for participation in the Intergovernmental Assignment Program.

**SAMPLE**

ADDENDUM TO BLANKET  
IPA ASSIGNMENT AGREEMENT



IPA # \_\_\_\_\_

**PARTICIPATING EMPLOYEE**

Name: \_\_\_\_\_  
Social Security Number: \_\_\_\_\_  
Branch/Office: \_\_\_\_\_  
Section: \_\_\_\_\_

**PERIOD OF ASSIGNMENT**

From: \_\_\_\_\_ To: \_\_\_\_\_

**FINANCIAL**

**TRAVEL**

**SALARY & BENEFITS**

Per Diem \$ \_\_\_\_\_  
Air Fare \$ \_\_\_\_\_  
Ground  
Transportation \$ \_\_\_\_\_  
Total Travel \$ \_\_\_\_\_

Salary \$ \_\_\_\_\_  
Benefits \$ \_\_\_\_\_  
Total S&B \$ \_\_\_\_\_

GRANT # (if applicable) \_\_\_\_\_

**POSITION DESCRIPTION**

The duties of this position will be performed for the State of Arizona. The state will receive the major benefit of this assignment. The duties include:  
This is a blanket IPA agreement. An addendum will be completed for each individual assignment. Duties will vary with each assignment but will generally include: Assist ADEQ in facilitating the Nonpoint Management Zones and Upper Gila Interstate watershed project; and provide guidance and technical assistance on the Nonpoint Source Program. Attend Verde Watershed Conference in Prescott, AZ and interagency meeting to discuss alternative designs for agricultural diversions in the Verde River. Provide technical/policy assistance.

**CERTIFICATIONS**

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
State Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Agency IPA Coordinator

\_\_\_\_\_  
Date

**ASSIGNMENT AGREEMENT**

**SAMPLE**

Title IV of the  
 Intergovernmental Personnel Act of 1970  
 (5 U.S.C. 3371 - 3376)

NON-FEDERAL EMPLOYEE  
ON DETAIL INTO EPA

**INSTRUCTIONS**

This agreement constitutes the written record of the obligations and responsibilities of the parties to a temporary assignment arranged under the provisions of the Intergovernmental Personnel Act of 1970.

The term "State or local government," when appearing on this form, also refers to an institution of higher education, an Indian tribal government, and any other eligible organization.

Copies of the completed and signed agreement should be retained by each signatory.

Within 15 days of the effective date of the assignment, two copies of this form must be sent to:

Faculty Fellows and Personnel Mobility Division  
 Office of Intergovernmental Personnel Programs  
 Office of Personnel Management  
 P.O. Box 14184  
 Washington, DC 20044

Procedural questions on completing the assignment agreement form or on other aspects relating to the mobility program should be addressed to either mobility program coordinators in each Federal agency or to the staff in the Intergovernmental Personnel Programs Division in Office of Personnel Management's regional office.

**PART 1—NATURE OF THE ASSIGNMENT AGREEMENT**

1.  New Agreement  Modification  Extension

**PART 2—INFORMATION ON PARTICIPATING EMPLOYEE**

2. Name (Last, First, Middle)  
 WILLIAMS, THOMAS

3. Social Security Number  
 233-36-6481

4. Home Address (Street, City, State, ZIP Code)  
 23 2nd Avenue, SW  
 Marysville, WA 98271

5. - A. Have you ever been on a mobility assignment?  
 YES  NO

5. - B. If "YES", date of each assignment (Month and Year)  
 FROM: TO:

**PART 3—PARTIES TO THE AGREEMENT**

6. Federal Agency (List office, bureau or organizational unit which is party to the agreement)  
 U.S. Environmental Protection Agency

7. State or Local Government (Identify the governmental agency)  
 Tulalip Tribe

8. Is assignment being made through a faculty fellows program?  
 If yes, give name of program.  YES  NO

**PART 4—POSITION DATA**

**A—Position Currently Held**

9. Employment Office Name and Address (Building, Street, City, State and ZIP code)  
 Tulalip Tribe  
 Natural Resources Department  
 67 Totem Bay Watch Road  
 Marysville, WA 98272

10. Employee's Position Title  
 Executive Director  
 Fisheries & Natural Resources

11. Office Phone No. (Area Code)  
 (206) 356-5485

12. Immediate Supervisor (Name and Title)  
 Frank Henry, CEO

**B—Type of Current Appointment**

13. Federal Employees (Check appropriate box.)		14. State and Local Employees	
<input type="checkbox"/> Career Competitive	Indicate GS Level	State or Local Annual Salary	Original Date Employed by the State or Local Government
<input type="checkbox"/> Other (Specify)		\$60,612	12/08/81

**C—Position To Which Assignment Will Be Made**

15. Employment Office Name and Address (Building, Street, City, State and ZIP code)  
 U.S. Environmental Protection Agency  
 Office of the Assistant Administrator for Water  
 401 M Street, SW  
 Washington, DC 20460

16. Assignee's Position Title  
 American Indian Environmental  
 Office of Water

17. Office Phone No. (Area Code)  
 (503) 754-4799

18. Immediate Supervisor (Name and Title)  
 Robert Perciasepe, Assistant Administrator for Water

CHAPTER 5

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**PART 5—TYPE OF ASSIGNMENT**

19. Check Appropriate Box		20. Period of Assignment (Month, Day, Year)	
<input type="checkbox"/>	On detail from a Federal agency	FROM :	TO:
<input type="checkbox"/>	On leave without pay from a Federal agency	9-22-94	9-21-96
<input checked="" type="checkbox"/>	On detail to a Federal agency		
<input type="checkbox"/>	On appointment in a Federal agency		

**PART 6—REASON FOR MOBILITY ASSIGNMENT**

21. Indicate the reasons for this mobility assignment and discuss how the work will benefit the participating governments. In addition, indicate how the employee will be utilized at the completion of this assignment.

The U.S. EPA's Administrator has committed to strengthening the Agency's tribal operation. As a part of this commitment, the National Office of Indian Affairs (NOIA) will be established; and will serve to enhance the government-to-government relationship between EPA and the Tribes. To the Tribes, the establishment of this office is a strong indicator of the Agency's commitment to protect human health and the environment in Indian country; and affirms that the Indian program is a high priority for the Agency. The goals of the EPA and the Tulalip Tribe are compatible, therefore, the Tribe has agreed to provide an "Executive" to direct the newly established NOIA. This person will utilize his technical and managerial expertise to ensure that environmental protection is "happening" in Indian country through the building for tribal capacity and, where necessary and appropriate, plan, coordinate, and direct federal implementation. At the conclusion of the assignment the employee will return to his position as Executive Director of Fisheries and Natural Resources, Tulalip Tribe.

**PART 7—POSITION DESCRIPTION**

22. List the major duties and responsibilities to be performed while on the mobility assignment. Attach an accurate current description of the position being filled through the IPA assignment.

Initially, the incumbent will be responsible for assisting the EPA Administrator and Assistant Administrator (AA) for Water in establishing and/or setting-up the NOIA. As such, the employee will be responsible for providing technical advice to the Administrator and the AA in establishing the office, including but not limited to, approving required staffing and organizational patterns, mission and/or functional statements and as required, negotiating on labor relations/management issues, etc. Upon formal approval of the organization, the employee will perform the duties and responsibilities of the director of NOIA. As Director, employee: provides leadership and direction for all administrative, scientific, and technical matters; directs the coordination of Agency Indian Programs to ensure appropriate communication and consistency among the Regions and other EPA programs; promotes cross-media integration of the tribal operations; chairs the National Indian Workgroup; serves as the National Program Manager for the General Assistance Program; and manages the coordination of education and awareness training.

**PART 8—EMPLOYEE BENEFITS**

23. Rate of Basic Pay	24. Special Pay Conditions (Indicate any conditions that could increase the assigned employee's compensation during the assignment period)
\$60,612 per annum	\$55,571 in supplemental pay to compensate the employee for the difference between tribal and EPA SES pay.
25. Leave Provisions (Indicate the annual and sick leave benefits for which the assigned employee is eligible. Specify the procedures for reporting, requesting and recording such leave)	

The employee's leave will be accrued according to the current Tribe policies and/or provisions. Leave will be requested from and approved by the assignee's EPA supervisor; and reported to the Tribe timekeeper. Time and attendance records will be sent to:

Wilbur Dave  
 Tulalip Natural Resources  
 76 Totem Bay Watch Road  
 Marysville, WA 98272

**PART 9—FISCAL OBLIGATIONS**

Identify, where appropriate, the office to which invoices and time and attendance records should be sent.

26. Federal Agency Obligations *(If paying more than 50 percent of a Federal employee's salary beyond a 6-month period, specify rationale for cost-sharing decision.)*

EPA will repay the Tulalip Tribe for 100% of the employee's salary and the Tribe's share of the assignee's retirement fund. The Agency's financial obligations will exclude medical and dental costs. EPA will reimburse the Tribe upon receipt of billing. EPA will pay a supplemental salary directly to the assignee. Bills will be send to: EPA, Accounting Operations Office, Mail Stop 002, 26 West Martin Luther King Drive, Cincinnati, OH 45268.

(See attachment for accounting information)

27. State or Local Government Agency Obligations

The Tulalip Tribe will continue to pay assignee's salary and fringe benefits (including medical and dental); and will bill EPA monthly for 100% of the salary costs and the Tribe's share of the assignee's retirement fund.

**PART 10—CONFLICTS OF INTEREST AND EMPLOYEE CONDUCT**

28. Applicable Federal, State or local conflict-of-interest laws have been reviewed with the employee to assure that conflict-of-interest situations do not inadvertently arise during this assignment.

29. The employee has been notified of laws, rules and regulations, and policies on employee conduct which apply to him/her while on this assignment.

**PART 11—OPTIONS**

30. Indicate coverage or "N.A." if not applicable

A. Federal Employees Group Life Insurance

Covered  N.A.

B. Federal Civil Service Retirement

Covered  N.A.

C. Federal Employee Health Benefits

Covered  N.A.

31. State or Local Agency Benefits *(Indicate all State employee benefits that will be retained by the State or local agency employee being assigned to a Federal agency. Also include a statement certifying coverage in all State and local employee benefit programs that are elected by the Federal employee on leave without pay from the Federal agency to a State or local agency.)*

All Tulalip Tribe employee benefits will be retained during the period of this assignment in accordance with tribal policies.

32. Other Benefits *(Indicate any other employee benefits to be made part of this agreement)*

Assignee will receive a supplemental salary directly from EPA. This supplemental pay will be the difference between what the assignee is currently paid as a Tribe employee and what would normally be paid to a federal employee performing the duties at the ES-5 SES level.

**PART 12—TRAVEL AND TRANSPORTATION EXPENSES AND ALLOWANCES**

33. Indicate: (1) Whether the Federal agency or State or local agency will pay travel and transportation expenses to, from, and during the assignment as specified in Chapter 334, of the Federal Personnel Manual, and (2) which travel and relocation expenses will be included.

EPA agrees to pay travel and transportation expenses incurred via the use of common carrier to and from the assignment; relocation of the assignee's tribal office effects (which will ultimately benefit EPA); and no more than 300 pounds of excess baggage.

Any travel directly related to the IPA assignment, on behalf of EPA, will be paid by EPA; any travel initiated by the Tulalip Tribe on behalf of their tribal affairs will be paid by the Tribe.

**PART 9 - FISCAL OBLIGATIONS (continued)****Item 26. Federal Agency Obligations**

Account #: 4A3D11A000 and DCN: AR0003 should be used for the initial portion of this assignment (September 22, 23, 27, and 28; October 4, 5, 11, 12, 13, and 20, 1994, including official travel expenditures for trips to and from Alaska and Arizona --attachment B). Thereafter, an Office of Water (OW) account number and DCN will be provided upon the establishment of the NOIA, and should be used for the duration of the assignment. Rebecca Fredericks (202) 260-2470 and/or Lynn Pennington (202) 260-2271 should be contacted for further budget information.

Assignee will initially work (full days) on a part-time basis as follows: September 22, 23, 27, and 28; October 4, 5, 11, 12, 13, and 20, 1994, in EPA Region 10, Seattle Washington Office. Thereafter, starting on October 24, 1994, the assignee will work on a full-time basis in EPA Headquarters (Washington, DC area) until the completion of the assignment. It is anticipated that the assignment will last for at least 18 months, starting from October 24, 1994, unless the Tribe request the return of their employee after a 12-month period of time. In the event that happens, EPA requests (in advance) a 30-day notice prior to the termination date to ensure that a smooth transition might occur in finding a suitable replacement.

**SPECIAL REQUIREMENTS:**

Upon entering on duty, the assignee should meet with the Agency's Designated Ethics Official to arrange for a written and agreed upon waiver to take part in or "direct" the general activities which will impact the home Tribe and the Northwest Indian Fisheries Commission, in addition to other Indian organizations. This would apply specifically to the setting of directions for granting activities and overall Indian policies. As such, he will be able to manage and lead the office, even though subordinate parts of the office will be engaged in activities with his home tribe or the Northwest Indian Fisheries Commission in specific matters.

**PART 13—APPLICABILITY OF RULES, REGULATIONS AND POLICIES**

**34. Check Appropriate Boxes**

- YES** A. The rules and policies governing the internal operation and management of the agency to which my assignment is made under this agreement will be observed by me.  
Yes, with exceptions attached
- B. I have been informed that my assignment may be terminated at any time at the option of the Federal agency or the State or local government.
- C. I have been informed that any travel and transportation expenses covered from Federal agency appropriations may be recoverable as a debt due the United States, if I do not serve until the completion of my assignment (unless terminated earlier by either employer) or one year, whichever is shorter.
- D. I have been informed of applicable provisions should my position with my permanent employer become subject to a reduction-in-force procedure.
- E. I agree to serve in the Civil Service upon the completion of my assignment for a period equal to that of my assignment. Should I fail to serve the required time, I have been informed that I will be liable to the United States for all expenses (except salary and benefits) of my assignment. *(For Federal employees only)*

**PART 14—CERTIFICATION OF ASSIGNED EMPLOYEE**

In signing this agreement, I certify that I understand the terms of this agreement and agree to the rules, regulations and policies as indicated in Part 13 above.

<b>35. Location of Assignment (Name of Organization)</b>  Washington, DC	<b>36. Date (Month, Day, Year)</b> From: 9/22/94 To: 9/21/96
<b>37. Signature of Assigned Employee</b>	<b>38. Date of Signature (Month, Day, Year)</b>

**PART 15—CERTIFICATION OF APPROVING OFFICIALS**

In signing this agreement, we certify that:

- the description of duties and responsibilities is current and fully and accurately describes those of the assigned employee;
- this assignment is being entered into to serve a sound, mutual public purpose and not solely for the employee's benefit;
- at the completion of the assignment, the participating employee will be returned to the position he or she occupied at the time this agreement was entered into or a position of like seniority, status and pay.

Signature of Authorizing Officer		Typed Name and Title	Date of Signature (Month, Day, Year)
State or Local Government Agency	39.	40. James Jones, Chairman Board of Directors Tulalip Tribe	41.
Federal Agency	42.	43. Robert Perciasepe Assistant Administrator/Office of Water	44.
Headquarters Concurring Official	45.	46. Cynthia D. Jones-Jackson Agency IPA Coordinator	47.

**PRIVACY ACT STATEMENT**

Sections 3373 and 3374, Assignment of Employees To or From State or Local Governments, of Title 5, U.S. Code, authorizes collection of this information. The data will be used primarily to formally document and record your temporary assignment to or from a State or local government, institution of higher education, Indian tribal government, or other eligible organization. This information may also be used as the legal basis for personnel and financial transactions, to identify you when requesting information about you, e.g., from prior employers, educational institutions, or law enforcement agencies, or by State, local, or Federal income taxing agencies.

Solicitation of your Social Security Number (SSN) is authorized by Executive Order 9397, which permitted use of the SSN as an identifier of individual records maintained by Federal agencies. Furnishing your SSN or any other data requested is voluntary. However, failure to provide any of the requested information may result in your being ineligible for participation in the Intergovernmental Assignment Program.



## ASSIGNMENT AGREEMENT

Title IV of the

Intergovernmental Personnel Act of 1970

APPOINTMENT TO EPA

# SAMPLE

(5 U.S.C. 3371 - 3376)

### INSTRUCTIONS

This agreement constitutes the written record of the obligations and responsibilities of the parties to a temporary assignment arranged under the provisions of the Intergovernmental Personnel Act of 1970.

The term "State or local government," when appearing on this form, also refers to an institution of higher education, an Indian tribal government, and any other eligible organization.

Copies of the completed and signed agreement should be retained by each signatory.

Within 15 days of the effective date of the assignment, two copies of this form must be sent to:

Faculty Fellows and Personnel Mobility Division  
 Office of Intergovernmental Personnel Programs  
 Office of Personnel Management  
 P.O. Box 14184  
 Washington, DC 20044

Procedural questions on completing the assignment agreement form or on other aspects relating to the mobility program should be addressed to either mobility program coordinators in each Federal agency or to the staff in the Intergovernmental Personnel Programs Division in Office of Personnel Management's regional office.

#### PART 1—NATURE OF THE ASSIGNMENT AGREEMENT

1.  New Agreement       Modification       Extension

#### PART 2—INFORMATION ON PARTICIPATING EMPLOYEE

2. Name (Last, First, Middle) SANCHEZ, LUIS E.	3. Social Security Number 485-24-8712
4. Home Address (Street, City, State, ZIP Code) 9th St. M-28 Valparaiso Bayamon, Puerto Rico 00619	5. - A. Have you ever been on a mobility assignment? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO 5. - B. If "YES", date of each assignment (Month and Year) FROM:      TO:

#### PART 3—PARTIES TO THE AGREEMENT

6. Federal Agency (List office, bureau or organizational unit which is party to the agreement) U.S. Environmental Protection Agency Region 2	7. State or Local Government (Identify the governmental agency) Puerto Rico Environmental Quality Board (EQB)
8. Is assignment being made through a faculty fellows program? If yes, give name of program.	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO

#### PART 4—POSITION DATA

##### A—Position Currently Held

9. Employment Office Name and Address (Building, Street, City, State and ZIP code) Puerto Rico Environmental Quality Board P. O. Box 11488 Santurce, Puerto Rico 00910	10. Employee's Position Title Assistant Director Water Sampling Division	11. Office Phone No. (Area Code) (809) 833-4953
	12. Immediate Supervisor (Name and Title) Osvaldo Alvarez	

##### B—Type of Current Appointment

13. Federal Employees (Check appropriate box.) <input type="checkbox"/> Career Competitive      Indicate GS Level <input type="checkbox"/> Other (Specify)	14. State and Local Employees State or Local Annual Salary \$21,066 Original Date Employed by the State or Local Government August 1976
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##### C—Position To Which Assignment Will Be Made

15. Employment Office Name and Address (Building, Street, City, State and ZIP code) U.S. Environmental Protection Agency - Region 2 Caribbean Field Office Stop 8½, Avenue Fernandez Juncos San Juan, Puerto Rico 00902	16. Assignee's Position Title Environmental Scientist	17. Office Phone No. (Area Code) (809) 645-4933
	18. Immediate Supervisor (Name and Title) Weems Clevenger, Director, Caribbean Field Office	

CHAPTER 5

Rev. 6/97 (2)

**PART 5--TYPE OF ASSIGNMENT**

<p>19. Check Appropriate Box</p> <p><input type="checkbox"/> On detail from a Federal agency</p> <p><input type="checkbox"/> On leave without pay from a Federal agency</p> <p><input type="checkbox"/> On detail to a Federal agency</p> <p><input checked="" type="checkbox"/> On appointment in a Federal agency</p>	<p>20. Period of Assignment (Month, Day, Year)</p> <p>FROM:                      TO:</p> <p style="text-align: center;">11-25-95                      11-22-96</p>
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**PART 6--REASON FOR MOBILITY ASSIGNMENT**

21. Indicate the reasons for this mobility assignment and discuss how the work will benefit the participating governments. In addition, indicate how the employee will be utilized at the completion of this assignment.

Employee will conduct investigations, oversee remedial activities, and provide technical support for enforcement actions related to implementation of the Superfund program in Puerto Rico. The assignment will provide EPA with the services of a qualified scientist who will provide on-scene professional support to scientific studies and remedial activities at hazardous waste sites in Puerto Rico and the Virgin Islands. The employee will also be able to contribute a knowledge of local conditions to the implementation of the Superfund program in the Caribbean. At the conclusion of the assignment the employee will return to EQB with an enhanced knowledge of federal procedures and the requirements of the Superfund program.

**PART 7--POSITION DESCRIPTION**

22. List the major duties and responsibilities to be performed while on the mobility assignment. Attach an accurate current description of the position being filled through the IPA assignment.

See attached position description.

**PART 8--EMPLOYEE BENEFITS**

<p>23. Rate of Basic Pay</p> <p>GS-9, Step 1 \$30,658 plus 7.5% COLA</p>	<p>24. Special Pay Conditions (Indicate any conditions that could increase the assigned employee's compensation during the assignment period)</p> <p>General salary increases granted federal employees; COLA subject to adjustment up or down.</p>
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25. Leave Provisions (Indicate the annual and sick leave benefits for which the assigned employee is eligible. Specify the procedures for reporting, requesting and recording such leave)

The assignee is entitled to accumulate and use leave to the same extent as other federal employees. (Leave accrual is four hours of annual and four hours of sick leave per pay period.) All leave taken must be approved in advance by the employee's Federal supervisor. Leave balances are not transferable to and from the assignment.

**PART 9—FISCAL OBLIGATIONS**

Identify, where appropriate, the office to which invoices and time and attendance records should be sent.

26. Federal Agency Obligations (*If paying more than 50 percent of a Federal employee's salary beyond a 6-month period, specify rationale for cost-sharing decision.*)

EPA will pay the full cost of the employee's salary during the assignment, since the employee will be occupying an established position and performing the work of a regular federal employee. In addition, EPA will reimburse EQB for its contribution to the local government health benefits program and retirement system. EPA will make payroll deductions to continue employee's social security coverage.

INCLUDE: Account number, DCN, and applicable object class codes.

27. State or Local Government Agency Obligations

The EQB will continue contributions to employee's health benefit plan and retirement system subject to reimbursement from EPA for employer's share and payment from employee for his share of enrollment costs. Retirement contributions will be based on employee's local (EQB) salary rate. The EQB will bill reimbursable costs on a quarterly or annual basis to:

EPA Region 2  
Financial Management Branch  
26 Federal Plaza  
New York, NY 10278

**PART 10—CONFLICTS OF INTEREST AND EMPLOYEE CONDUCT**

28. Applicable Federal, State or local conflict-of-interest laws have been reviewed with the employee to assure that conflict-of-interest situations do not inadvertently arise during this assignment.

29. The employee has been notified of laws, rules and regulations, and policies on employee conduct which apply to him/her while on this assignment.

**PART 11—OPTIONS**

30. Indicate coverage or "N.A." if not applicable

A. Federal Employees Group Life Insurance

Covered  N.A.

B. Federal Civil Service Retirement

Covered  N.A.

C. Federal Employee Health Benefits

Covered  N.A.

31. State or Local Agency Benefits (*Indicate all State employee benefits that will be retained by the State or local agency employee being assigned to a Federal agency. Also include a statement certifying coverage in all State and local employee benefit programs that are elected by the Federal employee on leave without pay from the Federal agency to a State or local agency.*) Employee will continue enrollment in EQB health benefits plan and retirement system provided he transmits payment for his share of enrollment costs directly to EQB on a quarterly basis. The employee will also continue social security coverage as a ~~commonwealth employee.~~

32. Other Benefits (*Indicate any other employee benefits to be made part of this agreement*)

The assignee is eligible for cash awards for performance or suggestions under EPA Awards program.

**PART 12—TRAVEL AND TRANSPORTATION EXPENSES AND ALLOWANCES**

33. Indicate: (1) Whether the Federal agency or State or local agency will pay travel and transportation expenses to, from, and during the assignment as specified in Chapter 334, of the Federal Personnel Manual, and (2) which travel and relocation expenses will be included.

EPA will pay travel and transportation expenses incurred in the course of official duty in accord with Federal Travel Regulations.

No relocation costs are involved.

**PART 13—APPLICABILITY OF RULES, REGULATIONS AND POLICIES**

**34. Check Appropriate Boxes**

- YES **A.** The rules and policies governing the internal operation and management of the agency to which my assignment is made under this agreement will be observed by me.
- Yes, with exceptions attached
- B.** I have been informed that my assignment may be terminated at any time at the option of the Federal agency or the State or local government.
- C.** I have been informed that any travel and transportation expenses covered from Federal agency appropriations may be recoverable as a debt due the United States, if I do not serve until the completion of my assignment (unless terminated earlier by either employer) or one year, whichever is shorter.
- D.** I have been informed of applicable provisions should my position with my permanent employer become subject to a reduction-in-force procedure.
- E.** I agree to serve in the Civil Service upon the completion of my assignment for a period equal to that of my assignment. Should I fail to serve the required time, I have been informed that I will be liable to the United States for all expenses (except salary and benefits) of my assignment. *(For Federal employees only)*

**PART 14—CERTIFICATION OF ASSIGNED EMPLOYEE**

In signing this agreement, I certify that I understand the terms of this agreement and agree to the rules, regulations and policies as indicated in Part 13 above.

35. Location of Assignment ( <i>Name of Organization</i> ) U.S. Environmental Protection Agency Region 2, Caribbean Field Office		36. Date ( <i>Month, Day, Year</i> ) From: 11/25/95 To: 11/22/96	
37. Signature of Assigned Employee		38. Date of Signature ( <i>Month, Day, Year</i> )	

**PART 15—CERTIFICATION OF APPROVING OFFICIALS**

In signing this agreement, we certify that:

- the description of duties and responsibilities is current and fully and accurately describes those of the assigned employee;
- this assignment is being entered into to serve a sound, mutual public purpose and not solely for the employee's benefit;
- at the completion of the assignment, the participating employee will be returned to the position he or she occupied at the time this agreement was entered into or a position of like seniority, status and pay.

Signature of Authorizing Officer		Typed Name and Title	Date of Signature ( <i>Month, Day, Year</i> )
State or Local Government Agency	39.	40. Pedro Gelabert, Chairman Environmental Quality Board	41.
Federal Agency	42.	43. Jeanne M. Fox Regional Administrator	44.
Headquarters Concurring Official	45.	46. Cynthia D. Jones-Jackson Agency IPA Coordinator	47.

**PRIVACY ACT STATEMENT**

Sections 3373 and 3374, Assignment of Employees To or From State or Local Governments, of Title 5, U.S. Code, authorizes collection of this information. The data will be used primarily to formally document and record your temporary assignment to or from a State or local government, institution of higher education, Indian tribal government, or other eligible organization. This information may also be used as the legal basis for personnel and financial transactions, to identify you when requesting information about you, e.g., from prior employers, educational institutions, or law enforcement agencies, or by State, local, or Federal income taxing agencies.

Solicitation of your Social Security Number (SSN) is authorized by Executive Order 9397, which permitted use of the SSN as an identifier of individual records maintained by Federal agencies. Furnishing your SSN or any other data requested is voluntary. However, failure to provide any of the requested information may result in your being ineligible for participation in the Intergovernmental Assignment Program.

# REQUEST FOR APPROVAL OF NONCOMPETITIVE ACTION

**IMPORTANT: See instructions on reverse and detailed instructions in Subchapters S4 and S5, Appendix A, FPM Supplement 296-31.**

<p style="text-align: center;"><i>(Enter Name, Address, and ZIP Code of OPM Office)</i></p> <div style="border: 1px solid black; padding: 10px; margin: 10px auto; width: 80%; text-align: center;"> <p><b>Office of Personnel Management</b></p>    <p><b>ATTENTION:</b></p> </div>	<p><b>1. Type of Action</b></p> <table style="width: 100%; border: none;"> <tr> <td><input type="checkbox"/> Transfer</td> <td><input type="checkbox"/> Conversion to Career or Career-Conditional Appointment</td> </tr> <tr> <td><input type="checkbox"/> Position change</td> <td><input type="checkbox"/> Appointment (Spec. Tenure)</td> </tr> <tr> <td><input type="checkbox"/> Reinstatement</td> <td><input type="checkbox"/> Excepted Appointment</td> </tr> <tr> <td><input type="checkbox"/> Temporary or Term Appointment based on Reinstatement Eligibility</td> <td><input type="checkbox"/> Detail</td> </tr> <tr> <td><input type="checkbox"/> Career Appointment</td> <td><input type="checkbox"/> Other (Specify):</td> </tr> <tr> <td><input type="checkbox"/> Career Conditional Appointment</td> <td></td> </tr> </table> <p><b>2. OPM Regulation or other authority under which action is requested:</b></p> <p><b>3. Is employee now serving under a career or career conditional appointment?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><b>5. Total length of service in present grade:</b></p>	<input type="checkbox"/> Transfer	<input type="checkbox"/> Conversion to Career or Career-Conditional Appointment	<input type="checkbox"/> Position change	<input type="checkbox"/> Appointment (Spec. Tenure)	<input type="checkbox"/> Reinstatement	<input type="checkbox"/> Excepted Appointment	<input type="checkbox"/> Temporary or Term Appointment based on Reinstatement Eligibility	<input type="checkbox"/> Detail	<input type="checkbox"/> Career Appointment	<input type="checkbox"/> Other (Specify):	<input type="checkbox"/> Career Conditional Appointment	
<input type="checkbox"/> Transfer	<input type="checkbox"/> Conversion to Career or Career-Conditional Appointment												
<input type="checkbox"/> Position change	<input type="checkbox"/> Appointment (Spec. Tenure)												
<input type="checkbox"/> Reinstatement	<input type="checkbox"/> Excepted Appointment												
<input type="checkbox"/> Temporary or Term Appointment based on Reinstatement Eligibility	<input type="checkbox"/> Detail												
<input type="checkbox"/> Career Appointment	<input type="checkbox"/> Other (Specify):												
<input type="checkbox"/> Career Conditional Appointment													

**Fold**

<p><b>4. Name (Last, First, M.I.)</b></p>	<p><b>7. Veteran Preference</b></p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p><b>6. Home Address—Complete if employee is to take written test. (Number, Street, City, State, and ZIP Code)</b></p>	<p><b>8. Birth Date (Month, Day, Year)</b></p>

	FROM	TO
<p><b>9. A. Position Title</b></p> <p>Pay Plan</p> <p>Occupational Code</p> <p>Grade and Salary</p>		
<p><b>B. Bureau of Office</b></p>		
<p><b>C. Duty Station</b></p>		

**10. Have requirements other than those for which prior approval is requested been met? (Fill out in ALL cases)**

Yes  No *(If "No," explain in Item 11, below.)*

**11. Enter (or attach) any supporting statements required by instructions on this form or in FPM Supplement 296-31, Appendix A.**

**3d**

*Attach description of duties of proposed position (except where title is descriptive of the duties, such as typist, stenographer, etc.)*

**12. Reason for Submission (To be checked by agency.)**

<p><input type="checkbox"/> A. Prior approval of nominee's experience and training.</p> <p><input type="checkbox"/> B. Prior approval of action involved:</p> <p><input type="checkbox"/> (1) Waiver of Time-After-Competitive-Appointment restriction under OPM Regulation 330.501.</p> <p><input type="checkbox"/> (2) Waiver of experience and training requirement.</p> <p><input type="checkbox"/> (3) Written test.</p>	<p><b>B (Continued)</b></p> <p><input type="checkbox"/> (4) A position for which no experience and training standards have been issued.</p> <p><input type="checkbox"/> (5) A person separated for cause.</p> <p><input type="checkbox"/> (6) Extension of detail beyond 120 days.</p> <p><input type="checkbox"/> (7) Other (Specify):</p>
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<p style="text-align: center;"><i>(Enter Name, Address, and ZIP Code of Requesting Office)</i></p> <div style="border: 1px solid black; padding: 10px; margin: 10px auto; width: 80%; text-align: center;">      </div>	<p><b>For Information Call (Name, Phone No., including Area Code)</b></p> <hr/> <p><b>Authorized Signature</b></p> <hr/> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;"> <p><b>Title</b></p> </td> <td style="width: 50%; border: none;"> <p><b>Date Signed (Month, Day, Year)</b></p> </td> </tr> </table>	<p><b>Title</b></p>	<p><b>Date Signed (Month, Day, Year)</b></p>
<p><b>Title</b></p>	<p><b>Date Signed (Month, Day, Year)</b></p>		

INSTRUCTIONS

NUMBER OF COPIES TO BE SUBMITTED

Submit this form in duplicate.

OFFICE TO WHICH REQUEST IS SUBMITTED

Submit this request to the office which has recruiting jurisdiction over the position involved, except where instructions applicable to the case (see Subchapters S4 and S5, Appendix A, FPM Supplement 296-31) require submission to the OPM's central office (for example, all requests for career appointment based on service in the legislative or judicial branch under section 2(b) or (c) of the Ramspeck Act are submitted to the Staffing Systems and Services Group, Office of Personnel Management, Washington, DC 20415).

SUPPORTING DOCUMENTS AND STATEMENTS

Attach to all request a completed copy of Standard Form 171 (or 173), Personal Qualifications Statement: except that Standard Form 172, Amendment to Personal Qualifications Statement, may be used with requests which involve qualification requirements only. (Standard Form 172 may be omitted when the administration of a written test is the only action involved.) Attach any additional documents and include in Item 11 (or attach) any statements required by applicable instructions in Subchapter S4 or S5, Appendix A, FPM Supplement 296-31.

REQUEST INVOLVING SEPARATION FOR CAUSE

State whether the nominee's Official Personnel Folder is in the agency's possession, or has been requested by it.

OPM ACTION

The action proposed on the reverse side of this form is:

Approved

Disapproved (See note below.)

The requirements which are checked below were reviewed in making this decision:

- Qualifications requirements only
- Suitability
- Reinstatement eligibility determination
- Other (Specify under "Remarks")

Note: The agency must determine whether the individual meets all other requirements for the action proposed.

Remarks:

OFFICE OF PERSONNEL MANAGEMENT

Authorized Signature

Date (Month, Day, Year)

# SAMPLE

## REQUESTING AGENCY LETTERHEAD

(Date)

### MEMORANDUM

Subject: Request to Initiate Intergovernmental Personnel Act

From:

To:

Managers from the Technical Assistance Program (TAP), the Water Pollution Control Program (WPCP), the Public Drinking Water Program, and the Southwest Regional Office (SWRO) recently met to discuss the general nature of the assignment of (name of assignee) to SWRO. The meeting resulted in the following understanding:

- Table Rock Lake/James River Basin - There is momentum underway by several organizations to identify sources of pollution entering this major ecosystem. Suspected sources lie both within Missouri and Arkansas. John I. Doe would be working to identify, compile and catalog existing water quality information, and assist in the development of a repository for this data within the SWRO and the WPCP. He would attend meetings and conferences of the organizations and act as the departmental liaison. Mr. Doe would become the focus of technical information on this watershed and provide input to department decision makers and members of the local James River Partnership. The objective is to reverse the trend in water quality degradation in the Table Rock Lake system. Approximate time allocation: 40%

- Water and Sewer Districts - The southwest Missouri area continues to experience rapid growth, creating demands for safe drinking water, and the need for wastewater equipment. Several areas consist of clusters of small communities, each with independent, often problem systems. The goal would be for Mr. Doe to promote the formation of drinking water and wastewater districts in these areas. Assistance may also be provided in special problem cases, such as near state or federal superfund sites. Mr. Doe would coordinate his efforts with the department's TAP. The recent approval by the federal government to fund a State Revolving

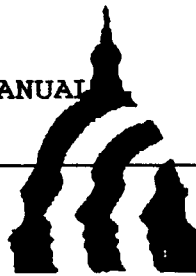
Fund (SRF) program for drinking water will complement an already existing SRF for sewer, and, may give him additional tools to accomplish this effort. The objective is to protect water quality, both surface and groundwater and to provide safe drinking water to the public.

Approximate time allocation: 40%

- Chemical Emergency Planning and Prevention - In coordination with the regional emergency response personnel, Mr. John I. Doe will continue to be a valuable resource to the communities of southwest Missouri. His participation in workshops, speaking opportunities, and other related activities are anticipated. Approximate time allocation: 20%

I would ask that you initiate the formal procedures necessary to complete a successful Intergovernmental Personnel Agreement (IPA) between the department and the U.S. Environmental Protection Agency (EPA). Alternately, I would ask for the assistance of your staff in completing any necessary paperwork to accomplish this task. My understanding is that EPA will pay all of Mr. Doe's salary and benefits. The SWRO has agreed to provide office space and utilities, equipment, use of state vehicle pool for official travel, and eligible expense account reimbursements, as with all of it's employees. Should you have need for further information, please contact me directly.





University of Southern California  
School of Public Administration  
Washington Public Affairs Center  
512 Tenth Street, N.W., Washington, D.C. 20004-1401  
(202) 638-4949 FAX (202) 347-3410  
June 19, 1996

## SAMPLE LETTER

Lynn R. Goldman, M.D.  
Assistant Administrator  
Office of Prevention, Pesticides,  
and Toxic Substances  
U.S. Environmental Protection Agency  
401 M Street, SW (7101)  
Washington, DC 20460

Dear Dr. Goldman:

The Washington Public Affairs Center of the University of Southern California's School of Public Administration would like to request a one year extension of the assignment of John I. Doe as Distinguished Practitioner in Residence. He is currently completing an initial assignment in the capacity under the provisions of the Intergovernmental Personnel Act. Extending this agreement will allow Mr. Doe to continue his research and teaching activities, and help the Center in its current effort to expand its Masters level programs.

Mr. Doe's activities for the next academic year will include:

1. Teaching and research related to two courses including decision making within regulatory agencies and policy formulation and implementation;
2. The development of a symposium with the Woodrow Wilson School at Princeton University on the decision-making process in regulatory agencies concerned with the protection of the nation's public health and environments;
3. Evaluating the continuing efforts to implement performance-based management systems under the Government Performance and Results Act;
4. Linking with the practitioner community to promote the vitality of the Center as a forum for the discussion of critical public policy issues; and

Lynn R. Goldman, M.D.

2

5. Mentoring students in our newly developed Masters level program.

As you know from previous communications, we have been very pleased with the contribution Mr. Doe has made to our program since joining the faculty. We also believe he has acquired a great deal of specialized knowledge about the academic field of public administration which should be of value to the future management of regulatory agencies.

Because of the broad benefits associated with these continuing activities, we ask that the existing agreement under the Intergovernmental Personnel Act be extended through the end of July 1997. We recognize that it would not be possible to extend this detail beyond that time; however, I believe the requested added time would allow for the completion of a number of important ongoing tasks.

We hope that EPA will grant our request and we look forward to working with your office to complete the necessary arrangements.

Thank you again for your cooperation and continued support.

Yours truly,

Judith Broida, Ph.D.  
Associate Dean and Director



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
WASHINGTON, D.C. 20460

July 2, 1996

**SAMPLE**

OFFICE OF  
PREVENTION, PESTICIDES AND  
TOXIC SUBSTANCES

**MEMORANDUM**

**SUBJECT:** Extension of IPA Assignment

**FROM:** Lynn R. Goldman, M.D.  
Assistant Administrator

**TO:** (Agency IPA Coordinator - 3641)

The University of Southern California, School of Public Administration, Washington Public Affairs Center has requested an extension of John I. Doe's IPA assignment as Distinguished Practitioner in Residence. I concur with this request for an extension, through the end of July 1997, to allow Mr. Doe to complete work in progress as outlined in the attached letter from the University. Please take whatever action is necessary to effect this extension.

**Attachment**



**CHECKLIST OF DOCUMENTS REQUIRED  
FOR AN IPA ASSIGNMENT**

- \_\_\_\_\_ LETTER REQUESTING SERVICES OF EMPLOYEE
- \_\_\_\_\_ IPA ASSIGNMENT AGREEMENT FORM (Include salary, fringe benefits, per diem, relocation expenses, travel, arrangements for reimbursement, etc.)
- \_\_\_\_\_ EMPLOYMENT STATUS CERTIFICATION FORM
- \_\_\_\_\_ COST/BENEFITS JUSTIFICATION FORM
- \_\_\_\_\_ COST ANALYSIS (Per Diem VS. Relocation.)
- \_\_\_\_\_ LIST OF OFFICIALS (including telephone numbers) INVOLVED IN NEGOTIATIONS FOR THE IPA ASSIGNMENT
- \_\_\_\_\_ SUPPLEMENTAL PAY FORM (If applicable.)
- \_\_\_\_\_ SF-52 (If Headquarters Employee, submit to IPA Coordinator; if Regional Employee, submit to HRO.)
- \_\_\_\_\_ CONCURRENCE (WITH OGC if Conflict-of-Interest issues exist); (WITH FMD if finance or travel issues exist.)
- \_\_\_\_\_ JUSTIFICATION FOR EXTENSION (If applicable.)
- \_\_\_\_\_ PROGRESS REPORT (Due from assignee within 10 work days following the close of each fiscal year [September 30].)
- \_\_\_\_\_ FINAL ASSIGNMENT EVALUATIONS (Due from the assignee's IPA supervisor and the assignee within 10 work days following the end of the assignment.)
- \_\_\_\_\_ ANNUAL WRITTEN REVIEW (Due within 10 work days after the end of each calendar year from the Chief of Staff/Deputy Chief of Staff, Assistant Administrators, Inspector General, General Counsel or Regional Administrators.)

IPA SUB OBJECT CLASS CODES11.00 PERSONNEL COMPENSATION:

- 11.12 - Permanent, Full-Time, Civilian - Other than Wage Board Permanent Full-Time (PFT). Permanent refers to positions occupied without regard to type of appointment and are positions established or occupied for a period of one (1) year or more.
- 11.34 - Temporary Civilian (Other Than Permanent Full-Time [OPFT]). Regular pay for civilian and wage board employees in positions where tenure is classified as temporary and work schedule is classified as full-time, intermittent (When Actually Employed [WAE]) and part-time. Excludes experts and consultants.
- 11.51 - Overtime Pay, (PFT). Payment for services in excess of the 40-hour week or 8-hour day for permanent full-time employees. (See object class code 11.12.)
- 11.53 - Overtime Pay (OPFT). Payment for services in excess of the 40-hour week or 8-hour day for other than permanent full-time employees. (See object class codes 11.34.)
- 11.56 - Sunday Pay. Pay above the basic rate of 8 hours or less of regularly scheduled work on Sundays.
- 11.57 - Holiday Pay. Payment for services performed on a legal holiday.
- 11.62 - Performance Awards, Senior Executive Service Members. Payment to members of the Senior Executive Service (SES) of not more than 20% of their basic rate of pay, that do not become part of the basic pay of the employee.
- 11.63 - Meritorious Executive Awards (of rank). Payment to members of the SES of \$10,000 that do not become part of the basic pay of the employee.
- 11.64 - Distinguished Executive Awards (of rank). Payments to members of the SES of \$20,000 that do not become part of the basic pay of the employee.
- 11.65 - Other Personnel Compensation. Payments of cash awards, incentive awards, that do not become part of the basic pay of the employee.

- 11.82 - Intergovernmental Personnel Act. Refund for applicable personal charges of employee's on IPA assignment. (Reimbursement from a non-federal agency.)
- 11.83 - Payment of Less Than 50 Percent. THIS IS A PROPOSED OBJECT CLASS CODE. IPA non-ceiling salary paid to an EPA employee on an IPA assignment where EPA pays less than 50% of the employee's salary and the full-time equivalent position is not counted against ceiling.

12.00 PERSONNEL BENEFITS:

- 12.10 - FICA Contributions, Civilian (PFT). Employer's portion of FICA taxes.
- 12.11 - Retirement Contributions (PFT). Employer's contribution to the employee's retirement fund.
- 12.12 - Federal Employees Group Life Insurance (FEGLI) Contributions (PFT). Employer's share of FEGLI.
- 12.13 - Health Benefits Contributions (PFT). Employer's share of the employee's Health Benefit Plan Costs.
- 12.15 - Non-foreign Allowances, Civilian, (COLA)(PFT). Payment above the basic rate for services rendered to compensate for a higher cost-of-living in Alaska, Hawaii, Puerto Rico and the Virgin Islands.
- 12.30 - FICA Contributions, Civilian (OPFT). Employer's portion of FICA taxes.
- 12.31 - Retirement Contributions (OPFT). Employer's contribution to the employee's retirement fund.
- 12.32 - FEGLI Contributions (OPFT). Employer's share of FEGLI.
- 12.33 - Health Benefits Contributions (OPFT). Employer's share of the employee's Health Benefit Plan Costs.
- 12.35 - Non-foreign Allowances, Civilian, (COLA)(OPFT). Payment above the basic rate for services rendered to compensate for a higher cost-of-living in Alaska, Hawaii, Puerto Rico and the Virgin Islands.
- 12.49 - Federal Employees Retirement System (FERS) Contributions, Civilian (PFT). Employer's contribution to the Thrift Savings Plan (TSP) on behalf of employees.

- 12.50 - Federal Employees Retirement System (FERS) Contributions, Civilian (OPFT). Employer's contribution to the TSP on behalf of employees.

21.00 TRAVEL AND TRANSPORTATION OF PERSONS:

- 21.11 - Per Diem and Subsistence. Includes all charges for lodging, meals (excluding alcoholic beverages and entertainment expenses, and any expense incurred for other persons) and incidental expenses.
- 21.13 - Commercial Carrier. Includes all commercial transportation by train, steamer, aircraft, and bus.
- 21.14 - Privately-owned Vehicle (POV). Includes the use of privately-owned automobiles, motorcycle, and airplane for mileage only. Includes POV mileage to and from airport.
- 21.17 - Incidental Costs. Includes taxicabs, limousine, baggage handling charges, public transportation, and other intracity transportation incurred outside of the local travel area. For additional inclusions refer to the Resource Management Directives, 2590 - Part IV.
- 21.91 - Local Travel. Includes local travel and transportation of persons in and around (50-mile area) the official duty station when claimed on a SF-1164. It may include...privately-owned vehicle milage and other intra-city transportation. For additional inclusions refer to the Resource Management Directives, 2590 - Part IV.

THESE SUB OBJECT CLASS CODES ARE FOR SITE RELATED TRAVEL UNDER SUCH ACTS AS SUPERFUND and LUST:

21.00 TRAVEL AND TRANSPORTATION OF PERSONS:

- 21.21 - Per Diem and Subsistence. See the definition of object class code 21.11.
- 21.23 - Commercial Carrier. See the definition of object class code 21.13.
- 21.24 - Privately-owned Vehicle (POV). See the definition of object class code 21.14.
- 21.27 - Incidental Costs. See the definition of object class code 21.17.

21.92 - Local Travel. See the definition of object class code 21.91.

22.00 TRANSPORTATION OF THINGS:

22.23 - Administrative - Permanent Change of Station (PCS) Transfer of Effects. Transportation of household goods and effects related to an official change of station (For storage see object class code 25.62).

22.24 - Programmatic - Transportation of Things. Transportation of mission-related packages and/or parcels.

25.00 OTHER CONTRACTUAL SERVICES:

25.01 - Administrative - Training. Contracts with other federal agencies, universities, private firms, hotels, etc., for administrative training, tuition, and room rental, if necessary.

25.02 - Programmatic - Training. Contracts with other federal agencies, universities, private firms, hotels, etc., for programmatic training, tuition, and room rental, if necessary.

25.03 - Administrative - Rotational and Developmental Training. Cost of necessary expenses associated with rotational and developmental training assignments. These costs may include tuition, books, reimbursement to employees for training, charges for meals and/or lodging.

25.62 - Administrative - Storage of Household Goods. Cost for storage of household goods for a limited period of time at origin, destination, or en route in connection with transportation to, from, or between official stations or posts of duty.



SF 52 (E-Forms)  
Rev. 7/91  
U.S. Office of Personnel Management  
FPM Supp. 296-33, Subch. 3

**REQUEST FOR PERSONNEL ACTION**

**PART A - Requesting Office (Also complete Part B, Items 1, 7-22, 32, 33, 36 and 39.)**

1. Actions Requested	2. Request Number
3. For Additional Information Call (Name and Telephone Number)	4. Proposed Effective Date
5. Action Requested By (Typed Name, Title, Signature, and Request Date)	6. Action Authorized By (Typed Name, Title, Signature, and Concurrence Date)

**PART B - For Preparation of SF 50 (Use only codes in FPM Supplement 292-1. Show all dates in month-day-year order.)**

1. Name	2. Social Security Number	3. Date of Birth	4. Effective Date
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FIRST ACTION		SECOND ACTION	
5-A. Code	5-B. Nature of Action	6-A. Code	6-B. Nature of Action
5-C. Code	5-D. Legal Authority	6-C. Code	6-D. Legal Authority
5-E. Code	5-F. Legal Authority	6-E. Code	6-F. Legal Authority

7. FROM: Position Title and Number	15. TO: Position Title and Number										
8. Pay Plan GS	9. Occ. Code	10. Grade or Level	11. Step or Rate	12. Total Salary	13. Pay Basis PA	16. Pay Plan GS	17. Occ. Code	18. Grade or Level	19. Step or Rate	20. Total Salary/Award	21. Pay Basis PA
12A. Basic Pay	12B. Locality Adj.	12C. Adj. Basic Pay	12D. Other Pay	20A. Basic Pay	20B. Locality Adj.	20C. Adj. Basic Pay	20D. Other Pay	14. Name and Location of Position's Organization			

<b>EMPLOYEE DATA</b>			
23. Veterans Preference 1 - None 2 - 5-Point 3 - 10-Point/Disability 4 - 10-Point/Compensable	5 - 10-Point/Other 6 - 10-Point/Compensable/30%	24. Tenure 0 - None 1 - Permanent 2 - Conditional 3 - Indefinite	25. Agency Use <input type="checkbox"/> YES <input type="checkbox"/> NO
27. FEGLI	28. Annuitant Indicator	26. Veterans Preference for RIF <input type="checkbox"/> YES <input type="checkbox"/> NO	
30. Retirement Plan	31. Service Comp. Date (Leave)	32. Work Schedule	29. Pay Rate Determinant
33. Part Time Hours Per Biweekly Pay Period			

<b>POSITION DATA</b>			
34. Position Occupied 1 - Competitive Service 2 - Excepted Service 3 - SES General 4 - SES Career Reserved	35. FLSA Category	36. Appropriation Code	37. Bargaining Unit Status
38. Duty Station Code	39. Duty Station		
40. Agency Data	41.	42.	43.
44.	45. Educational Level		
46. Year Degree Attained	47. Academic Discipline	48. Functional Class	49. Citizenship 1 - USA 8 - Other
50. Veterans Status		51. Supervisory Status	

**PART C - Reviews and Approvals (Not to be used by requesting office.)**

1. Office/Function	Initials/Signature	Date	Office/Function	Initials/Signature	Date
A.			D.		
B.			E.		
C.			F.		

2. Approval: I certify that the information entered on this form is accurate and that the proposed action is in compliance with statutory and regulatory requirements.	Signature	Approval Date
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CONTINUED ON REVERSE SIDE

Editions Prior to 7/91 Are Not Usable After 6/30/93  
NSN 7540-01-333-6239

CHAPTER 5

Rev. 6/97

**PART D - Remarks by Requesting Office**

(Note to Supervisors: Do you know of additional or conflicting reasons for the employee's resignation/retirement? If "YES", please state these facts on a separate sheet and attach to SF 52.)

YES  NO

**PART E - Employee Resignation/Retirement**

**Privacy Act Statement**

You are requested to furnish a specific reason for your resignation or retirement and a forwarding address. Your reason may be considered in any future decision regarding your re-employment in the Federal service and may also be used to determine your eligibility for unemployment compensation benefits. Your forwarding address will be used primarily to mail you copies of any documents you should have or any pay or compensation to which you are entitled.

agencies to issue regulations with regard to employment of individuals in the Federal service and their records, while section 8506 requires agencies to furnish the specific reason for termination of Federal service to the Secretary of Labor or a State agency in connection with administration of unemployment compensation programs.

The furnishing of this information is voluntary; however, failure to provide it may result in your not receiving: (1) your copies of those documents you should have; (2) pay or other compensation due you; and (3) any unemployment compensation benefits to which you may be entitled.

This information is requested under authority of sections 301, 3301, and 8506 of title 5, U.S. Code. Sections 301 and 3301 authorize OPM and

1. Reasons for Resignation/Retirement (NOTE: Your reasons are used in determining possible unemployment benefits. Please be specific and avoid generalizations. Your resignation/retirement is effective at the end of the day - midnight - unless you specify otherwise.)

2. Effective Date	3. Your Signature	4. Date Signed	5. Forwarding Address (Number, Street, City, State, ZIP Code)
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**PART F - Remarks for SF 50**

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ACRONYMS

AA	Assistant Administrator
AD	Administratively Determined
ADEQ	Arizona Department of Environmental Quality
AO/OIA	Administrator's Office/Office of International Activities
CFMC	Cincinnati Financial Management Center
CFR	Code of Federal Regulations
CJE	Critical Job Elements
COLA	Cost-of-Living-Allowance
DCN	Document Control Number
EPA	U.S. Environmental Protection Agency
EQB	Environmental Quality Board
FEGLI	Federal Employees Group Life Insurance
FEHBP	Federal Employees Health Benefits Program
FERS	Federal Employees Retirement System
FMD	Financial Management Division
FMO	Financial Management Officer
FOI	Freedom of Information
FPM	Federal Personnel Manual
FTE	Full-time Equivalent
FTR	Federal Travel Regulations
GLO	Greater Leadership Opportunities
GRO	Goalsetters Reaching for Opportunities
GS	General Schedule

ACRONYMS  
(continued)

HRO	Human Resources Officers
IFMS	Integrated Financial Management System
IPA	Intergovernmental Personnel Act
IRS	Internal Revenue Service
LWOP	Leave-Without-Pay
MDNR	Missouri Department of Natural Resources
NOIA	National Office of Indian Affairs
ODEQ	Oregon's Department of Environmental Quality
OF	Optional Form
OGC	Office of General Counsel
OHROS	Office of Human Resources and Organizational Services
OIG	Office of Inspector General
OMB	Office of Management and Budget
OPFT	Other Than Permanent Full-Time
OPM	Office of Personnel Management
OW	Office of Water
PA	Policy Announcement
PCS	Permanent Change of Station
PFT	Permanent Full-Time
POV	Privately-owned Vehicle
QSI	Quality Step Increase
RCRA	Resource Conservation and Recovery Act
RIF	Reduction-in-Force

ACRONYMS  
(continued)

RMDS	Resource Management Directives System
SBO	Senior Budget Officer
SES	Senior Executive Service
SF	Standard Form
SFO	Servicing Finance Office
SPO	Senior Program Officer
SRF	State Revolving Fund
SWRO	Southwest Regional Office
TAP	Technical Assistance Program
TSP	Thrift Savings Plan
USC	United States Code
WAE	When Actually Employed
WAM	Work Assignment Managers
WEL	Women's Executive Leadership
WPCP	Water Pollution Control Program

FIGURES

- Figure 5-1 Cost/Benefits Justification Form,  
EPA Form 3140-36 (9/96)
- Figure 5-2 Cost/Benefits Justification
- Figure 5-3 Employment Status Certification Statement,  
EPA Form 3140-34 (8/96)
- Figure 5-4 Sample Letter to EPA for Certification of  
Eligibility Into the IPA Program for  
Non-Profit Organizations
- Figure 5-5 Performance Agreement, Appraisal, and  
Certification, EPA Form 3115-24 (Rev. 8-87)
- Figure 5-6 Performance Agreement, Appraisal and  
Certification for Supervisors, Managers  
and Executives, EPA Form 3140-32 (9-92)
- Figure 5-7 Program's Certification of Employee Status,  
EPA Form 3140-35 (06/97)
- Figure 5-8 Assignee's Evaluation of Mobility Assignments,  
EPA Form 3140-18 (Rev. 06/97)
- Figure 5-9 Supervisor's Evaluation of EPA's IPA Personnel  
Exchange Program, EPA Form 3140-20 (Rev. 06/97)
- Figure 5-10 Assignment Agreement - OF69 Rev. 9/79 (EPA  
Version [06-97]) (EPA Employee on Detail) and  
Supplemental Pay for Federal and Non-Federal  
IPA Detailees, EPA Form 3155-3 (Rev. 9-96),  
(Page 5 of 5)
- Figure 5-11 Assignment Agreement - OF69 Rev. 9/79 (EPA  
Version [06-97]) (EPA Employee on LWOP)
- Figure 5-12 Assignment Agreement - OF69 Rev. 9/79 (EPA  
Version [06-97]) (Blanket IPA Assignment) and  
Addendum to Blanket IPA Assignment Agreement,  
EPA Form 3140-37 (06/97), (Page 5 of 5)
- Figure 5-13 Assignment Agreement - OF69 Rev. 9/79 (EPA  
Version [06-97]) (Non-Federal Employee on  
Detail into EPA)

FIGURES  
(continued)

- Figure 5-14      Assignment Agreement - OF69 Rev. 9/79 (EPA Version [06-97]) (Appointment to EPA)
- Figure 5-15      Request for Approval of Noncompetitive Action, SF-59 (Rev. 1/79)
- Figure 5-16      Sample Letter Requesting the Services of an Employee
- Figure 5-17      Sample Justification for the Extension of an IPA Assignment
- Figure 5-18      Checklist of Documents Required for an IPA Assignment
- Figure 5-19      IPA Sub Object Class Codes
- Figure 5-20      Request for Personnel Action, SF-52 (Rev. 7/91)



REFERENCES

1. Title IV of the IPA of 1970, as amended (Public Law 91-648)
2. Section 3376 of Title 5, USC
3. Executive Order 11589 of April 1, 1971
4. Title 5 CFR Part 334 - Temporary Assignment of Employees Between Executive Agencies and States, Local Governments and Institutions of Higher Education and Other Eligible Organizations
5. National Defense Authorization Act for FY95, Public Law 103-337
6. 5 CFR Part 334, Section 334.103
7. Alaska Native Claims Settlement Act (85 Stat. 688)
8. Delegations Manual, 1200, April 11, 1991, Chapter 1-9
9. Office of the Comptroller Policy Announcement, No. 97-104, dated March 3, 1997
10. Executive Order 11491, as amended
11. 5 USC 3374 (a)(5)
12. OMB Circular A-34
13. Subchapter 1 of Chapter 57 of Title 5, USC
14. Chapters 3 and 6 of the Resource Management Directives System Travel Manual, 2550B, CHG 20, November 14, 1995
15. Federal Travel Regulations
16. EPA Ethics Advisory 87-2, (March 16, 1987)
17. Title 18, USC: Section 203, Section 205, Section 207, Section 208, Section 209, Section 602, Section 603, Section 606, Section 607, Section 643, Section 654, Section 1905 and Section 1913
18. Section 1343 of Title 31, USC
19. FPM Chapter 735, Appendix A

REFERENCES  
(continued)

20. Executive Order 12674, Principles of Ethical Conduct
21. 5 CFR Part 2635, Employee Responsibilities and Conduct
22. EPA Supplemental Regulations at 5 CFR Chapter LIV
23. 5 CFR Part 2635, Subpart B
24. Chapter 73 of Title 5, USC
25. § 3374(b) of Title 5, USC
26. § 3374(c) of Title 5, USC
27. 5 USC 552 (B)(6)
28. 5 CFR 294.108
29. Section 591.210 (Payment of Allowances and Differentials) of Title 5 of the CFR,
30. Section 6304 of Title 5, USC
31. Section 3373 of Title 5, USC
32. Parts 870 and 890 of Title 5, USC
33. 5 CFR 531.410
34. 5 USC 3374
35. Resource Management Directives, 2590-Part IV
36. Alaska Native Claims Settlement Act, Public Law 92-203
37. Intergovernmental Personnel Act, Public Law 91-648, as amended, 5 USC § 3371 et seq
38. As amended, Indian Self-Determination and Education Assistance Act, Public Law 93-638
39. Civil Service Reform Act of 1978, Public Law 95-454
40. EPA Order 3120.1 - Conduct and Discipline
41. EPA Performance Management System Manual 3151

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