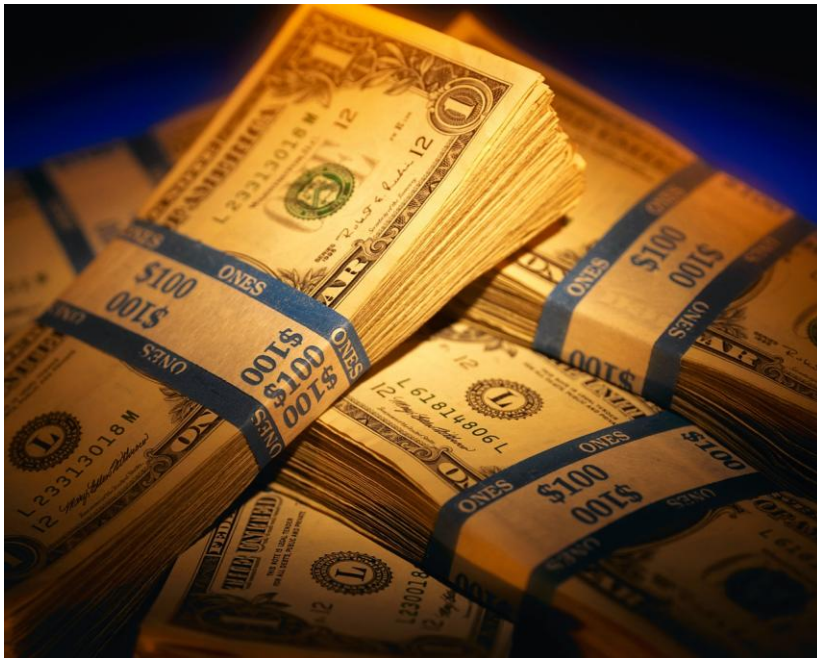


DOE DESK REFERENCE ON RECRUITMENT AND RETENTION INCENTIVES



APRIL 2012

OFFICE OF THE CHIEF HUMAN CAPITAL OFFICER

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Introduction

This desk reference contains sample recruitment, relocation, retention, and student loan incentive plans and service agreements for eligible employees; sample worksheets to assist in documenting the justification and approvals for all types of recruitment and retention incentives; information on superior qualification determinations; guidance and sample documents regarding crediting directly-related service for annual leave for new appointments; frequently asked questions regarding relocation expenses; and other relevant documents. This desk reference is intended to supplement information currently available in the following references.

1. **Title 5, Code of Federal Regulations (CFR):**

- a. Part 537, Repayment of Student Loans;
- b. Part 575, Recruitment, Relocation, and Retention Incentives; Supervisory Differentials; and Extended Assignment Incentives; and
- c. Section 630.205, Credit for prior work experience and experience in a uniformed service for determining annual leave accrual rate,

which are available at <http://www.gpo.gov/fdsys/pkg/CFR-2011-title5-vol1/pdf/CFR-2011-title5-vol1-chapI.pdf>.

2. **DOE O 322.1, PAY AND LEAVE ADMINISTRATION AND HOURS OF DUTY**, which is available at <https://www.directives.doe.gov/directives/0322.1-BOrder-c/view>; the Order establishes requirements and responsibilities for administering all types of incentives.
3. **DOE O 533.1, COLLECTION FROM CURRENT AND FORMER EMPLOYEES FOR INDEBTEDNESS TO THE UNITED STATES**, which is available at <https://www.directives.doe.gov/directives/0533.1-BOrder/view>; the Order describes the debt collection procedures in DOE.
4. **DOE M 552.1-1, U. S. DEPARTMENT OF ENERGY TRAVEL MANUAL**, which is available at <https://www.directives.doe.gov/directives/0552.1-BOrder-aac1/view> ; the manual establishes requirements for the payment of relocation expenses.

This desk reference applies to competitive and noncompetitive recruitment actions.

Sample Recruitment Incentive Plan

(Revised March 2012)

Approving Official:

5 U.S.C. Section 5753 and 5 CFR Part 575, Subpart A authorizes the head of an agency or subordinate official who has been delegated the authority to pay a recruitment incentive of up to 25% per year of the first-year basic pay, i.e., with locality pay or a special salary rate, in order to fill a position that, in the absence of the incentive, would be difficult to fill with a well-qualified newly appointed employee. DOE O 322.1 authorizes the Head of a Departmental element to approve a recruitment incentive. *(Insert a statement if this authority has been re-delegated and to what level or position. Approving officials must be at least a 2nd level supervisor, unless the employee reports directly to the Head of the Departmental element.)*

An amount above 25% per year, up to 50% per year of basic pay, may be approved by the Office of Personnel Management based on a critical need of the Department.

Eligible Employees:

All newly appointed employees (see the definition of *newly appointed* at 5 CFR 575.102) are eligible (*if applicable, add: except for employees on Schedule C appointments for confidential, policy-determining, policy-making, or policy-advocating positions and nonSES employees*).

Amount of the Incentive

There must be a valid business case for using this incentive. The percentage amount of the recruitment incentive will be based on one or more of the following criteria, unless otherwise documented in a current staffing plan, e.g., workforce plan or diversity plan, with the applicable percentage based on a history of difficulty in filling a shortage category occupation. The plan should provide a brief explanation as to the basis for the amount that is authorized. If the amount may vary, then the following rating process should be used for each employee or group of employees.

1. **Recruitment Success.** The success or lack of success of recent efforts to recruit candidates for similar positions, including acceptance rates, the proportion of positions filled, and the length of time required to fill similar positions.

<u>Success Rate</u>	<u>Percentage</u>	<u>Description</u>
Good	1 - 10	Several qualified candidates, but only a few well-qualified candidates, are located as a result of 1 or 2 vacancy announcements; 1 or 2 of the best-qualified candidates have turned down an offer without the incentive or an advanced step rate
Limited	11 - 17	A few qualified candidates, but only 1 or 2 well-qualified candidates, are located after 2 or more vacancy announcements over 2-4 months; 1 or 2 of the best-qualified candidates have

turned down an offer without the incentive or an advanced step rate

Poor	18 – 25	3 or less qualified candidates, when 1 or 2 are well-qualified, are located after 2 or more searches/vacancy announcements/job fairs over several months; the best-qualified candidate will not accept the position without an advanced rate of pay at steps 8-10, or equivalent, in the pay range with the incentive
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2. Turnover. Recent turnover, i.e., the number and/or frequency of losses in the position, or similar position, being filled for any reason.

<u>Number/Frequency</u>	<u>Percentage</u>
Few/Seldom	1 - 10
Some/Moderate	11 - 17
Significant/High	18 – 25

3. Labor Market. Labor market factors, such as location, comparative salaries, and economy in the area, affect the ability to recruit a sufficient number of well-qualified candidates.

<u>Availability</u>	<u>Percentage</u>	<u>Description</u>
Good	1 – 10	The location compares favorably with other similar locations, particularly for a large metropolitan area; candidates want a reasonable increase above their current compensation package; the local economy is expanding
Limited	11 – 17	The location is somewhat unattractive because of the high cost of living or lack of housing or conveniences; most candidates prefer non-government work because of better benefit packages; the local economy is stable
Poor	18 – 25	The location is unattractive because of unavailable or the high cost of housing, services, or conveniences or because a DOE site is viewed by the public as one with the potential for exposure to hazardous materials; normally the organization must recruit outside government and candidates have significantly higher compensation packages than what can be offered with an advanced step; the local economy is not expanding or is depressed

4. Competencies. The value of a candidate because of the candidate’s competencies, i.e., knowledge, skills, abilities, behavior, or other special characteristics, that are required for the position.

<u>Value</u>	<u>Percentage</u>	<u>Description</u>
Limited	1 – 10	Candidate scored high on most ranking factors with previous experience that is directly related to the position
Moderate	11 – 17	Candidate scored very high on most ranking factors with recent experience that is directly related to the position
High	18 – 25	Candidate scored exceptionally high on all ranking factors because of current, directly-related experience for a unique or top managerial position

5. Critical Need. A critical need exists because (*describe*) _____

<u>Need</u>	<u>Percentage</u>	<u>Description</u>
High	25.5 – 37.5	A significant shortage exists in one of DOE’s critical occupations, as evidenced in the Department’s Strategic Workforce Plan or a report to OMB or Congress
Exceptional	38 – 50	A high priority or politically sensitive program is being established or has been criticized by Congress or GAO for being mismanaged or for lack of adequate staff

Service Agreement and Service Period

When a recruitment incentive is authorized, the employee must sign a service agreement with a minimum period of service of 6 months and a maximum service period of 4 years. If the employee is being relocated and relocation expenses are authorized, then the minimum service period must be at least 12 months to be consistent with the Federal Travel Regulation (FTR) service requirement at 41 CFR Chapter 302.

The service period should be consistent with past practices. The following service periods are established based on the percentage of the incentive.

Service Period	Percentage* - DOE Approved	Percentage* – OPM Approved
6 months**	1 - 12.5%	NA
12 months	13 - 25%	25.5 – 50%
18 months	25.5 - 37.5%	50.5% - 75%
24 months	38 - 50%	75.5-100%
30 months	50.5 - 62.5%	
36 months	63 - 75%	
42 months	75.5 - 87.5%	
48 months	88 - 100%	

- * Percentage is either a whole number or .5 and is based on the employee's first-year basic pay
- ** If relocation expenses are paid, then 12 months

Payment Options

A recruitment incentive may be paid as an initial lump-sum payment at or before the commencement of the service period required by the service agreement in equal or variable installment payments, as a final lump-sum payment upon completion of the full service period, or in a combination of these payment methods. A recruitment incentive may be paid in conjunction with the payment of an advanced step of the pay grade or range of the position that will be filled and a student loan repayment service agreement. A brief explanation as to the payment option utilized should be provided on the Recruitment Incentive Determination Worksheet.

Procedures

1. First, supervisors must complete the applicable parts, including number 4 under the "Proposed Initial Offer" section, of the attached Recruitment Incentive Determination Worksheet which serves as a written justification, i.e., documents the basis for, and the recommended amount, duration, and payment option of, the incentive based on the above criteria.
2. Once completed, the worksheet must be submitted through the servicing human resources and finance staffs and (title) Manager for approval. For positions that report directly to the Head of a Departmental element, the approving official is the Head of that element.
3. Selectees must sign the attached service agreement by the first workday after entering on duty.
4. A copy of the Recruitment Incentive Determination Worksheet, which will be scanned and placed in the Performance Folder of the electronic Official Personnel Folder (eOPF) with the SF-50, Notification of Personnel Action.

Attachments: Recruitment Incentive Determination Worksheet
Recruitment Incentive Service Agreement

(Notes: 1) The Recruitment Incentive Determination Worksheet in this desk reference may be used in conjunction with this plan to satisfy the regulatory requirement to document/justify use of the incentive. 2) Servicing Human Resources offices may combine the sample recruitment and relocation incentive plans since they are the same.)

Sample Relocation Incentive Plan

(Revised March 2012)

Approving Official

5 U.S.C. Section 5753 and 5 CFR Part 575, Subpart B authorizes the head of an agency or subordinate official who has been delegated the authority to pay a relocation incentive of up to 25% per year of the first-year basic pay, i.e., with locality pay or a special salary rate, in order to fill a position that, in the absence of the incentive, would be difficult to fill with a well-qualified current Federal employee. DOE O 322.1A authorizes the Head of the Departmental element to approve a relocation incentive. *(Insert a statement if this authority has been re-delegated and to what level or position. Approving officials must be at least a 2nd level supervisor, unless the employee reports directly to the Head of the Departmental element.)*

An amount above 25% per year, up to 50% per year of basic pay may be authorized by the Office of Personnel Management based on a critical need of the Department.

Before a relocation incentive may be paid, the employee must establish a temporary or permanent residence in the new commuting area, which must be 50 miles or more from the worksite of the position held immediately before the move. However, the 50-mile requirement may be waived by the approving official if the employee must relocate, i.e., establish a new residence, to accept the position. See the Policy Guidance Memorandum #14: Establishing a Residence for a Relocation Incentive at Appendix C. Once paid, an employee must maintain a residence in the geographic area as a part of the condition for the incentive.

Eligible Employees:

All current Federal employees are eligible (see 5 CFR 575.203 and 575.204; *if applicable, add: except for employees on Schedule C appointments for confidential, policy-determining, policy-making, or policy-advocating positions and nonSES employees*). The employee must have a current rating of record of “fully successful” or equivalent.

Amount of the Incentive

There must be a valid business case for using this incentive. The percentage amount of the relocation incentive will be based on one or more of the following criteria, unless otherwise documented in a current staffing plan, e.g., workforce plan or diversity plan, with the applicable percentage based on a history of difficulty in filling a shortage category occupation. The plan should provide a brief explanation as to the basis for the amount that is authorized. If the amount may vary, then the following rating process should be used for each employee or group of employees.

1. **Recruitment Success.** The success or lack of success of recent efforts to recruit candidates for similar positions, including acceptance rates, the proportion of positions filled, and the length of time required to fill similar positions.

<u>Success Rate</u>	<u>Percentage</u>	<u>Description</u>
Good	1 - 10	Several qualified candidates, but only a few well-qualified candidates, are located as a result of 1 or 2 vacancy announcements; 1 or 2 of the best-qualified candidates have turned down an offer without the incentive or an advanced step rate
Limited	11 - 17	A few qualified candidates, but only 1 or 2 well-qualified candidates, are located after 2 or more vacancy announcements over 2-4 months; 1 or 2 of the best-qualified candidates have turned down an offer without the incentive or an advanced step rate
Poor	18 – 25	3 or less qualified candidates, when 1 or 2 are well-qualified, are located after 2 or more searches/vacancy announcements/job fairs over several months; the best-qualified candidate will not accept the position without an advanced rate of pay at steps 8-10, or equivalent, in the pay range with the incentive

2. Labor Market. Labor market factors, such as location, comparative salaries, and economy in the area, affect the ability to recruit a sufficient number of well-qualified candidates.

<u>Availability</u>	<u>Percentage</u>	<u>Description</u>
Good	1 – 10	The location compares favorably with other similar locations, particularly for a large metropolitan area; candidates want a reasonable increase above their current compensation package; the local economy is expanding
Limited	11 – 17	The location is somewhat unattractive because of the high cost of living or lack of housing or conveniences; most candidates prefer non-government work because of better benefit packages; the local economy is stable
Poor	18 – 25	The location is unattractive because of unavailable or the high cost of housing, services, or conveniences or because a DOE site is viewed by the public as one with the potential for exposure to hazardous materials; normally the organization must recruit outside government and candidates have significantly higher compensation packages than what can be offered with an advanced step; the local economy is not expanding or is depressed

3. Competencies. The value of a candidate because of the candidate’s competencies, i.e., knowledge, skills, abilities, behavior, or other special characteristics, that are for the position.

<u>Value</u>	<u>Percentage</u>	<u>Description</u>
Limited	1 – 10	Candidate scored very high on most ranking factors with previous experience that is directly related to the position
Moderate	11 – 17	Candidate scored very high on most ranking factors with recent experience that is directly related to the position
High	18 – 25	Candidate scored exceptionally high on all ranking factors because of current, directly-related experience for a unique or top managerial position

4. Critical Need. A critical need exists because *(describe)* _____

<u>Need</u>	<u>Percentage</u>	<u>Description</u>
High	25.5 – 37.5	A significant shortage exists in one of DOE’s critical occupations, as evidenced in the Department’s Strategic Workforce Plan or a report to OMB or Congress
Exceptional	38 – 50	A high priority or politically sensitive program is being established or has been criticized by Congress or GAO for being mismanaged or for lack of adequate staff

Service Agreement and Service Period

When a recruitment incentive is authorized, the employee must sign a service agreement with a minimum period of service of 6 months and a maximum service period of 4 years. If the employee is being relocated and relocation expenses are authorized, then the minimum service period must be at least 12 months to be consistent with the Federal Travel Regulation (FTR) service requirement at 41 CFR Chapter 302.

The service period should be consistent with past practices. The following sample periods are suggested for new plans or should be considered when reviewing existing ones.

Service Period	Percentage* - DOE Approved	Percentage* – OPM Approved
6 months**	1 - 12.5%	NA
12 months	13 - 25%	25.5 – 50%
18 months	25.5 - 37.5%	50.5% - 75%
24 months	38 - 50%	75.5-100%
30 months	50.5 - 62.5%	
36 months	63 - 75%	

42 months	75.5 - 87.5%	
48 months	88 - 100%	

* Percentage is expressed as a whole number or .5 and is based on the employee's first-year basic pay

** If relocation expenses are paid, then 12 months

Payment Options

A relocation incentive may be paid as an initial lump-sum payment at the commencement of the service period required by the service agreement in equal or variable installment payments, as a final lump-sum payment upon completion of the full service period, or in a combination of these payment methods. It may be paid in conjunction with the payment of an advanced step of the pay grade or range of the position that will be filled and a student loan repayment service agreement. A brief explanation as to the payment option utilized should be provided on the Recruitment Incentive Determination Worksheet.

Procedures

1. First, supervisors must complete the applicable parts, including number 5 under the "Proposed Initial Offer" section, of the attached Recruitment Incentive Determination Worksheet which serves as a written justification, i.e., documents the basis for, and the recommended amount, duration, and payment option of, the incentive based on the above criteria.
2. Once completed, the worksheet must be submitted through the servicing human resources and finance staffs and (title) Manager for approval. For positions that report directly to the head of a field element, the approving official is the Head of that element.
3. Selectees must sign the attached service agreement by the first workday after entering on duty.
4. A copy of the Recruitment Incentive Determination Worksheet, which will be scanned and placed in the Performance Folder of the electronic Official Personnel Folder (eOPF) with the SF-50, Notification of Personnel Action.

Attachments: Recruitment Incentive Determination Worksheet
 Recruitment Incentive Service Agreement

(Notes: 1) The Recruitment Incentive Determination Worksheet in this desk reference may be used in conjunction with this plan to satisfy the regulatory requirement to document/justify use of the incentive. 2) Servicing Human Resources offices may combine the sample recruitment and relocation incentive plans since they are the same.)

Sample Retention Incentive Plan

(Revised March 2012)

Approving Official

5 U.S.C. Section 5754 and 5 CFR Part 575, Subpart C authorizes the head of an agency to pay a retention incentive of up to 25 % per year of the annual basic pay, i.e., with locality pay or a special salary rate, to a current employee and up to 10 percent for a group of employees. DOE O 322.1, PAY AND LEAVE ADMINISTRATION AND HOURS OF DUTY, authorizes the Head of the Departmental element to approve retention incentives for the amounts specified above, including a group incentive up to 10% per year of basic pay.. *(Insert a statement if this authority has been re-delegated and to what level or position. Approving officials must be at least a 2nd level supervisor, unless the employee reports directly to the Head of the Departmental element.)*

An amount above 25% per year for an employee or 10% per year for a group of employees, up to 50% per year of basic pay, may be authorized by the Office of Personnel Management based on a critical need of the Department.

Eligible Employees:

All employees are eligible (see 5 CFR 575.303 and 575.304; *if applicable, add: except for employees on Schedule C appointments for confidential, policy-determining, policy-making, or policy-advocating positions*) providing:

1. the employee or group of employees possesses unusually high or unique qualifications/competencies, or a special need of the agency for the employee's(s') services exists, that makes it essential to retain the employee(s), and
2. the employee(s) would likely leave the Federal service or would likely transfer to another agency during a period of time before the closure or relocation of the employee's office, facility, activity, or organization in the absence of a retention incentive.

A retention incentive may not be paid to an employee:

1. who is obtaining employment in DOE, i.e., the incentive may not be included in an offer letter, or
2. when the employee has a service agreement in effect for a recruitment or relocation incentive.

Once these restrictions have been satisfied, consideration may be given to payment of the incentive (*note: if the Departmental element has a minimum time frame from the date an employee enters on duty before an employee may be considered for the incentive, it should be specified here*). In addition, the employee(s) must have and maintain a current rating of record of "fully successful" or equivalent. Until an annual rating can be done, an employee is presumed to meet this requirement unless otherwise documented as part of a progress review. (*Note: An employee is not required to provide an offer letter to reflect that s/he is pursuing employment outside DOE; however, the justification must reflect that*

at least the employee's supervisor has knowledge that the employee is pursuing other employment.)

Amount of the Incentive

The percentage amount of the retention incentive will be based on one or more of the following criteria, which are guidelines for making determinations.

1. Retention Success. The success or lack of success of recent efforts to retain employees with qualifications/competencies held by the employee. This criterion is intended to include the availability of higher paying positions that utilize the employee's competencies in the labor market area that would entice the employee to leave.

<u>Success Rate</u>	<u>Percentage</u>	<u>Description</u>
Good	1 - 10	A few competitive positions may be available
Limited	11 - 17	Some turnover has occurred within 5 years because of several employers in the labor market area that utilize the employee's competencies
Poor	18 - 25	Because of a very limited number of candidates in the labor market area with the competencies that the employee possesses, high turnover in the occupation has occurred within 5 years

3. Turnover. The number and/or frequency of losses in an occupation or function attributed to retirement or accelerated closure activities.

<u>Number/Frequency</u>	<u>Percentage</u>
Few/Seldom	1 - 10
Some/Moderate	11 - 17
Significant/High	18 - 25

3. Competencies. The value of an employee or group of employees to the success of the mission of the organization during critical times, e.g., establishing a new program or closure activities, because of the employee's(s') knowledge, skills, and/or abilities, and contributions.

<u>Value</u>	<u>Percentage</u>	<u>Description</u>
Limited	1 - 10	Employee's departure would delay some of the organization's primary activities
Moderate	11 - 17	Employee's departure would be disruptive
High	18 - 25	Employee's departure would significantly impact the mission of the organization

4. Critical Need. A critical need exists because describe) _____

<u>Need</u>	<u>Percentage</u>	<u>Description</u>
High	25.5 – 37.5	A significant shortage exists in one of DOE’s critical occupations, as evidenced in the Department’s Strategic Workforce Plan or a report to OMB or Congress
Exceptional	38 – 50	A high priority or politically sensitive program is being established or has been criticized by Congress or GAO for being mismanaged or for lack of adequate staff

Service Agreement and Service Period

When a retention incentive is authorized, the employee must sign a service agreement unless payments will be made in biweekly installments of equal amounts. There is no minimum or maximum period of service required. A brief explanation regarding the length of the service period should be included on the Retention Incentive Determination worksheet.

Payment Options

A retention incentive may be paid in installments after completion of specified service periods, e.g., biweekly, monthly, quarterly, annually, etc., or a single lump-sum payment after completion of a specified event or deliverable or the full service period. A retention incentive may not be paid as an initial lump-sum payment at the start of a service period or in advance of fulfilling the required service period for which the incentive is being paid.

Procedures

1. First, supervisors must complete the attached Retention Incentive Determination Worksheet which serves as a written justification, i.e., documents the basis for, and the recommended amount, duration, and payment option of, the incentive based on the above criteria.
2. Once completed, the worksheet must be submitted through the servicing human resources and financial staffs and (title) Manager for approval. For positions that report directly to the head of a field element, the approving official is the Head of the Departmental element.
4. Each approved incentive must be reviewed by supervisors at least annually to determine that it continues to be warranted and, if so, the amount of the incentive. The retention incentive may continue as long as one or more of the above conditions still exist. Supervisors must submit their recommendation to either continue it with the same or different amount, or stop it. Recommendations are to be sent through the human resources and applicable financial staffs to the (title) Manager for approval.

The Retention Incentive Determination Worksheet may be used to document re-certifications.

5. Human resources staffs must ensure that the following language is included in the Remarks section of the SF-50:

A retention incentive is subject to review and recertification at least annually, at which time it may be reduced or terminated if warranted.

5. A copy of the Retention Incentive Determination Worksheet, which will be scanned and placed in the Performance Folder of the electronic Official Personnel Folder (eOPF) with the SF-50, Notification of Personnel Action.

Attachment: Retention Incentive Determination Worksheet
Retention Incentive Service Agreement (*if applicable*)

(Departmental Element)
SAMPLE STUDENT LOAN REPAYMENT PROGRAM (SLRP) PLAN
(Revised March 2012)

1. Purpose: To establish a program and implement a process for repaying a student loan in accordance with 5 CFR Part 537 and DOE Order 322.1, PAY AND LEAVE ADMINISTRATION AND HOURS OF DUTY.
2. Policy: It shall be the policy of *(Departmental element)* to judiciously utilize the flexibility to repay all or part of any qualifying federally insured student loan or loans previously taken out by candidates to whom an offer of employment has been made or current *(Departmental element)* employees in order to recruit or retain highly qualified personnel consistent with the overall *(Departmental element)* staffing plan and budgetary considerations.
3. Requirements:
 - A. Use of the authority - Use of loan repayment authority under this plan must be based on a detailed written determination by an approving official that, if *(Departmental element)* did not offer the loan repayment benefit, it would encounter difficulty either in filling a specific position with a highly qualified candidate or retaining a highly qualified employee in that position. This authority will be used on a case-by-case basis even for a class of employees, such as career interns.
 - B. Eligibility Criteria
 - (1) Eligible Employees – The following employees are eligible for this benefit:
 - (a) Candidates who have been selected for full-time career or career-conditional appointments, appointments without time limit in the excepted service, term appointments of at least three years remaining, or appointments with non-competitive conversion to term, career, or career-conditional (e.g. Career Intern, Presidential Management Fellow, etc.);
 - (b) Current full-time DOE employees serving under career or career-conditional appointments, appointments without time limit in the excepted service, term appointments with at least three years remaining, or appointments with non-competitive conversion to term, career, or career-conditional (e.g., Career Intern, Presidential Management Fellow, etc.) who are likely to leave for employment outside the Federal service and it is essential to retain the employee based on the employee’s high or unique qualifications or special need of the Department; and
 - (c) Employees and candidates as described in (a) and (b) above who have defaulted on their student loans, providing that the default is resolved and is not expected to reoccur with the benefit.
 - (2) Degree/Major - Any degree or major area of study is eligible provided the loan is a Qualifying Student Loan (as defined below). A degree, diploma, or certificate need not have been earned or awarded.
 - (3) Qualifying Student Loans – The following types of loans are eligible for this benefit:

- (a) Outstanding loans made, insured, and guaranteed under parts B, D or E of title IV of the Higher Education Act of 1965;
 - (b) Outstanding health education assistance loans made or insured under part A of title VII of the Public Health Service Act, or under part E of title VIII of that Act; and
 - (c) Outstanding PLUS loans held by eligible employees for their children.
 - (d) Examples of Qualifying Student Loans include: Subsidized, unsubsidized, Direct subsidized, and Direct unsubsidized Federal Stafford loans; Supplemental Loans; Federal and Direct Federal Plus Loans; Direct subsidized, Direct unsubsidized, and Federal Consolidation Loans; Defense Loans; National Direct Student Loans; Perkins Loans; Nursing Student Loan Program loans; Health Profession Student Loan Program loans; and Health Education Assistance Loan Program loans.
- (4) Non-Qualifying Student Loans – The following types of loans are not eligible for this benefit:
- (a) Loans not meeting the criteria outlined above;
 - (b) Previously repaid student loans;
 - (c) Outstanding PLUS loans held by the parent(s) of an otherwise eligible employee; and.
 - (d) Future student loans accrued by an employee subsequent to the service agreement being executed.

4. Procedures:

A. Selecting Candidates

- (1) When selecting candidates for loan repayment benefits, an approving official must adhere to merit system principles and take into consideration the need to maintain a balanced workforce in which women and members of racial and ethnic minority groups are represented appropriately in Government service. This benefit may not be offered to a current Federal employee at the time a selection is pending, but may be approved after the employee transfers to DOE.
- (2) In addition, each approving official should consider:
 - (a) past problems, or other information, on recruiting highly qualified candidates in similar occupations;
 - (b) labor market conditions that may be affecting current recruitment efforts;
 - (c) special qualifications, skills, or education needed for the subject position;
 - (d) if a candidate is employed (in DOE or elsewhere), demonstrated proficiency in performing the tasks and functions required by the subject position;
 - (e) the appropriateness of this incentive in lieu of or in addition to other incentives, e.g., a recruitment or retention incentive or superior qualifications

appointment, i.e., a pay rate above the minimum for the grade or pay band level to which appointed;

- (f) the availability of funds; and, for current employees,
 - (g) the cost of training already given the employee or that would be needed by a new employee if the candidate did not possess the skills needed; and
 - (h) if attending school, their grade point average (GPA).
- (3) When used as a recruitment incentive, the student loan repayment benefit determination must be made **before** the employee actually enters on duty in the position for which s/he was recruited.
- (4) When used as a retention incentive, the student loan repayment benefit determination must be based on a written description of the extent to which the employee's departure would affect (*Departmental element's*) ability to carry out an activity or perform a function essential to its mission.
- B. Priority Consideration - Priority consideration will be given in the following order:
- (1) Intern programs.
 - (2) Positions identified in current staffing and (*Departmental element*) workforce plans (or other equivalent published document) as shortage category positions.
 - (3) Outside candidates graduating in the top ten percent of their class and/or a 3.5 or better grade point average.
 - (4) Other candidates that meet the criteria (a) through (f) above.
- C. Determining the Benefit Amount - 5 CFR §537.106(c) allows for differences in the size of the loan payment among eligible employees based on a consideration of the employee's relative value to (*Departmental element*) and how much and how far in advance (*Departmental element*) wishes to commit funds. Further, if budgetary considerations are an issue, agencies have the discretion to determine the repayment benefit amount given to an employee each year.
- (1) Unequal Loan Repayment Benefits - If (*Departmental element*) decides to award a greater student loan repayment benefit to one employee than another, the authorizing official must include in his/her written determination, required by 5 CFR § 537.105(a), all facts demonstrating that such difference in treatment is fair and equitable.
 - (2) The maximum benefit is \$ (*up to \$10,000*) per calendar year (pre-tax)/\$ (*up to \$60,000*) lifetime (pre-tax) at the Department of Energy (DOE) for eligible current employees or selected candidates. (*Note: When payments are made biweekly, then the biweekly amount must be calculated accordingly and normally results in payments up to \$10,000 over each one-year period beginning on the effective date of the first payment. Once the \$10,000 maximum is attained during a calendar year, the payroll system will not make any further payment or deduction. Organizations need to specify whether or not interest that continues to accrue while the loan is being paid off is included in the total benefit or not.*)

- D. Service Requirement - At a minimum, a recipient must complete a three-year period of employment with DOE regardless of the amount of loan repayment authorized. The following table indicates the specific service requirement based on the total repayment amount. *(Note: The repayment amount represents the cumulative benefit amount that may be provided an employee while at DOE and provides suggested periods of service when the maximum total amount authorized is \$10,000 per year. Each Departmental element should establish a table based on the total amount that may be authorized and the period of service that will be required.)*

Period of Service	Total Repayment Benefit Amount
3 Years	Up to \$30,000
4 Years	\$30,001 to \$40,000
5 Years	\$40,001 to \$50,000
6 Years	\$50,001 to \$60,000

E. Service Agreements

- (1) A service agreement is required. *(Note: See the sample SLRP service agreement at Part II of the DOE Desk Reference on Recruitment and Retention Incentives.)*
- (2) Service agreements between individual recipients and approving officials in one Departmental element are not binding on another Departmental element. Right to placement as a surplus and/or displaced employee under the Career Transition and Assistance Program does not grant an affected employee loan repayment by the gaining Departmental element. However, if an employee is reassigned to another Departmental element as a management directed action, the gaining element will assume full responsibility for the service agreement.

F. Preparation and Processing SLRP Actions

- (1) The selected candidate or employee must provide information on their outstanding loan(s) so that the information can be verified. Normally, the latest computer printout from the lender(s)/note holder(s) is provided.
- (2) *(Organization title)* is responsible for verifying with each lender/note holder that the student loan(s) is eligible for repayment under this plan, the amount of each outstanding balance, and ensure that each loan is not in arrears or default or overpaid. There must be agreement with the lender/note holder on the terms of the DOE payments and understand how the payments will be applied to principal and accrued interest. At least annually thereafter, *(Organization title)* will determine the status of each loan to make sure that it is not in arrears or default in order to recertify payments. *(Note: A sample SLRP determination worksheet and related documents that will assist in making determinations of eligibility and communicating with lenders/noteholders are available at Part III of the DOE Desk Reference on Recruitment and Retention Incentives. The SLRP determination worksheet is for administrative and human resources staff's use, as opposed to the sample recruitment and retention determination worksheets that supervisors and managers may use to authorize or recertify incentives.)*

- (3) An SF-52, Request for Personnel Action must be prepared along with the service agreement. A copy of the SLRP determination worksheet must be sent with these documents to the servicing human resources staff which will provide a copy of the service agreement and worksheet to the servicing payroll office along with an SF-50, Personnel Action. The period of service will begin on the effective date on the SF-50 and service agreement. Documentation that repayments are recertified and an SF-50 must be prepared annually for each 1-year period that repayments will be made after the initial approval. *(Note: Extensions and increases in amounts may be made as an amendment to the original service agreement.)*
 - (4) Loan payments are made directly to the lender/note holder, rather than to the employee, by the payroll service provider as an allotment. If multiple loans are being repaid on behalf of an employee, the organization needs to inform the payroll liaison staff of the amount to be paid for each loan as a dollar amount or percentage of the total loan payment. Disbursements will begin approximately 12 days after the end of the pay period in which the SF-50 and service agreement are processed by the payroll service provider.
 - (5) The lender/note holder will be informed that payment is on behalf of the employee with appropriate identifying information, such as name, social security number, loan number, etc.
 - (6) Subject to the lender's/note holder's approval, the employee may choose to have loan payments made either
 - (a) on a biweekly basis, in which case the income taxes will be deducted from the employee's salary; or
 - (b) as a lump sum amount during the first pay period that the service agreement is effective and annually thereafter, in which case the taxes will be deducted from the gross loan amount and a net payment made.
- G. Performance Ratings - Recipients must maintain satisfactory performance (i.e., a performance rating of "Meets Expectations" or the equivalent) during the service period to be eligible for continued payments.
- H. Approving Officials - Heads of Departmental Elements are delegated the authority to approve repayment of student loans. This authority may be redelegated to subordinate officials. For *(Departmental element)*, all student loan service agreements must be signed by *(insert titles)* as approving officials before any loan repayments may be made.

Sample Recruitment Incentive Service Agreement

(Revised March 2012)

Introduction

This is an employment agreement between _____ (*employee's name*) (hereinafter referred to as "you" or "your") and the _____ (*Departmental element*) (hereinafter referred to as "the employer" or Departmental element) for the purpose of the employer committing to paying a recruitment incentive and, in return, your committing to a period of service to the employer. This agreement must be signed by all parties prior to your being paid the incentive.

Amount of Incentive and Payment(s)

Recruitment incentives are expressed as a percentage of your basic pay (locality pay or special salary rate). Your basic pay (*will be/is*) \$_____. You are approved for a recruitment incentive at the annualized rate of ____%. The total amount of your incentive is \$_____. Payment(s) will be made as follows: (specify the method of payment, i.e., as a lump sum or installments or a combination of both methods, and when each payment will be made, e.g., at the beginning or ending of the service period or intervals in between, e.g., biweekly, monthly, etc.).

Position

This agreement is in effect for your position as a _____ (*title, series, & grade*)_____. This position has known growth potential to grade ____ as a career promotion (*insert NA if not applicable*).

Effective Date

The effective date will be (*date of first day of the pay period on or after commencement of service in the organization*). That date will be documented on your SF-50, Notice of Personnel Action.

Period of Service

The period of service to the employer or successor organization will be for (*No. of months, years, or pay periods*) (*the minimum service period must be 6 months, 12 months when relocation expenses are paid, and the maximum is 4 years*) beginning (*date of first day in the organization or after completion of an initial period of formal training or required probationary period*) and ending _____ (*date*)_____.

Conditions

1. You are required to maintain at least a fully successful or equivalent performance rating, an applicable security clearance (access authorization), and/or applicable professional credential, and remain in the same position or occupation for the duration of the service period. If your performance rating falls below that level, your security clearance is revoked, you fail to maintain a professional credential that serves as a basis for the incentive, you are demoted or separated for cause, or

you change positions other than for a grade level change as a career promotion, then

- a. you are entitled to retain the prorated portion of any payment(s) previously paid that is attributable to the completed portion of the service period, except when you are separated as a result of material false or inaccurate statements or deception or fraud in conjunction with your application for employment or you fail to meet employment qualifications, then you must repay all payments received under Department of Energy's (DOE's) debt collection procedures.
 - b. if the total amount of the payment(s) paid is less than the amount that would be attributable to the completed portion of the service period, the employer is not obligated to pay the difference.
 - c. if you received a payment(s) in excess of the amount that would be attributable to the completed portion of the service, you must repay the excess amount under Department of Energy's (DOE's) debt collection procedures.
2. Except for an absence due to uniformed service or compensable injury, time in a nonpay status is not creditable service toward completion of the service period. The service period will be extended by the amount for noncreditable time in a nonpay status up to 4 years. If you do not complete the required service obligation within 4 years, then this agreement will be terminated for failure to fulfill the terms of the agreement. When the agreement is terminated, you may retain the prorated portion of any payment(s) previously paid that is attributable to the completed portion of the service period. Any excess amount is subject to recovery by DOE as an indebtedness.
3. The employer reserves the right to terminate this agreement early by notifying you in writing in the event that
- a. funding is no longer available.
 - b. your position is subject to a management initiated action, such as a reduction in force or reassignment, but not a transfer of function or reclassification when the competencies of the position that serve as the basis for the incentive are retained, or other unforeseen management need.
 - c. you apply and are selected for a similar or different position in a Departmental element other than the Departmental element that entered into this agreement. However, you will be required to complete the service period specified herein, but the gaining Departmental element is not required to assume responsibility for completing any payment(s).

When paragraph a or b applies, you are entitled to be paid for and/or retain the prorated portion of any payment(s) previously paid that is attributable to the completed portion of the service period and you may retain any portion paid for uncompleted service. When paragraph c applies, you are entitled to retain the

prorated portion of any payment(s) previously paid that is attributable to the completed portion of the service period.

3. The termination of this agreement is not grievable or appealable.
4. If you are determined to be indebted to DOE, you have the right to file a request for a waiver of any indebtedness that you may have to DOE under this service agreement based on a demonstration by you that DOE's recovery of such indebtedness, in whole or in part, would be against equity and good conscience or against the public interest. The filing of such a waiver request shall not stay the operation of DOE's debt collection procedures.
5. This agreement in no way constitutes a right, promise, or entitlement for continued employment and/or noncompetitive conversion to the competitive service, if applicable.
6. In the event that applicable laws or regulations change that would result in a change(s) in the terms and conditions of this agreement, the parties hereto mutually agree that this agreement will be subject to them. If such a change reduces the minimum-length-of-service requirement, and if existing agreements are potentially affected, the employer agrees to renegotiate the period of service section of this agreement if it deems it appropriate to do so. Any changes other than those required by applicable laws or regulations must be mutually agreed to in writing by the parties hereto.

Certification

I hereby certify that I have read and understand the terms and conditions of this agreement.

_____	_____
Employee's Signature	Date
_____	_____
Human Resources Official	Date
_____	_____
Financial Management Official	Date
_____	_____
Approving Management Official	Date

Privacy Act Notice

Title 5 United States Code section 5753(c) and Title 5 Code of Federal Regulations section 575.110 require the use of a service agreement to document employer-paid recruitment incentives. Signing this agreement is voluntary, but failure to sign this agreement will preclude payment of the incentive. It will not, however, affect your being appointed to a position offered by the Department of Energy. The use of this agreement is by applicable management officials and supporting administrative staffs, payroll and accounting staffs, human resource staffs, and equal employment opportunity staffs to verify that this agreement is properly completed, process and make the payment, maintain appropriate documents that support the use of Government funds, ensure equitable treatment, monitor the use of the incentive as part of an oversight function of this program, and report the use as part of an annual reporting requirement to Congress. There are no additional uses that may be made of the information collected.

The official copy of this agreement is maintained in your Performance Folder of the electronic Official Personnel File (eOPF), which is a category of record included in the OPM/GOVT-1 General Personnel Records system. One copy of this agreement will be maintained in your payroll file, which is a category of record included in DOE-13, Payroll and Leave Records. Other copies may be maintained in your Departmental element, such as by your supervisor and finance office, which is appropriate under the OPM/GOVT-1 records system.

Distribution:

Original: Performance Folder/electronic Official Personnel File (eOPF)

Copy: Employee

Departmental element

Payroll record

Sample Relocation Incentive Service Agreement

(Revised March 2012)

Introduction

This is an employment agreement between _____ (*employee's name*) (hereinafter referred to as "you" or "your") and the _____ (*Departmental element*) (hereinafter referred to as "the employer" or Departmental element) for the purpose of the employer committing to paying a relocation incentive and, in return, your committing to a period of service to the employer. This agreement must be signed by all parties prior to your being paid the incentive.

Amount of Incentive and Payment(s)

Relocation incentives are expressed as a percentage of your basic pay (locality pay or special salary rate). Your basic pay (*will be/is*) \$_____. You are approved for a relocation incentive at the annualized rate of ____%. The total amount of your incentive is \$_____. Payment(s) will be made as follows: (specify the method of payment, i.e., as a lump sum or installments or a combination of both methods, and when each payment will be made, e.g., at the beginning or ending of the service period or intervals in between, e.g., biweekly, monthly, etc.).

Position

This agreement is in effect for your position as a _____ (*Title, series, & grade*)_____. This position has known growth potential to grade ____ as a career promotion (*insert NA if not applicable*).

Effective Date

Once you have established a temporary or permanent residence in the commuting area where authorized, the effective date will be (the first day of the first full pay period for the service period unless delayed to complete an initial period of training). That date will be documented on your SF-50, Notice of Personnel Action.

Period of Service

The period of service to the employer or successor organization will be for (No. of months, years, or pay periods) (*the minimum service period must be 6 months and the maximum is 4 years*) beginning (date of first day in the organization or after completion of an initial period of formal training or required probationary period) and ending _____ (*date*)_____.

Conditions

1. You are required to maintain a residence in the geographic area and maintain at least a fully successful or equivalent performance rating, an applicable security clearance (access authorization), and/or applicable professional credential, and remain in the same position or occupation for the duration of the service period. If you move out of the area before the end of the service period, your performance

rating falls below that level, your security clearance is revoked, you fail to maintain a professional credential that is required of your position, you are demoted or separated for cause, or you change positions other than for a grade level change as a career promotion, then

- a. you are entitled to retain the prorated portion of any payment(s) previously paid that is attributable to the completed portion of the service period.
 - b. if the total amount of the payment(s) paid is less than the amount that would be attributable to the completed portion of the service period, the employer is not obligated to pay the difference.
 - c. if you received a payment(s) in excess of the amount that would be attributable to the completed portion of the service, you must repay the excess amount under Department of Energy's (DOE's) debt collection procedures.
2. Except for an absence due to uniformed service or compensable injury, time in a nonpay status is not creditable service toward completion of the service period. The service period will be extended by the amount for noncreditable time in a nonpay status up to 4 years. If you do not complete the required service obligation within 4 years, then this agreement will be terminated for failure to fulfill the terms of the agreement. When the agreement is terminated, you may retain the prorated portion of any payment(s) previously paid that is attributable to the completed portion of the service period. Any excess amount is subject to recovery by DOE as an indebtedness.
3. The employer reserves the right to terminate this agreement early by notifying you in writing in the event that
- a. funding is no longer available.
 - b. your position is subject to a management initiated action, such as a reduction in force or reassignment, but not a transfer of function or reclassification when the competencies of the position that serve as the basis for the incentive are retained, or other unforeseen management need.
 - c. you apply and are selected for a similar or different position in a Departmental element other than the Departmental element that entered into this agreement. However, you will be required to complete the service period specified herein, but the gaining Departmental element is not required to assume responsibility for completing any payment(s).

When paragraph a or b applies, you are entitled to be paid for and/or retain the prorated portion of any payment(s) previously paid that is attributable to the completed portion of the service period and you may retain any portion paid for uncompleted service. When paragraph c applies, you are entitled to retain the prorated portion of any payment(s) previously paid that is attributable to the completed portion of the service period.

4. The termination of this agreement is not grievable or appealable.
5. If you are determined to be indebted to DOE, you have the right to file a request for a waiver of any indebtedness that you may have to DOE under this service agreement based on a demonstration by you that DOE's recovery of such indebtedness, in whole or in part, would be against equity and good conscience or against the public interest. The filing of such a waiver request shall not stay the operation of DOE's debt collection procedures.
6. This agreement in no way constitutes a right, promise, or entitlement for continued employment and/or noncompetitive conversion to the competitive service, if applicable.
7. In the event that applicable laws or regulations change that would result in a change(s) in the terms and conditions of this agreement, the parties hereto mutually agree that this agreement will be subject to them. If such a change reduces the minimum-length-of-service requirement, and if existing agreements are potentially affected, the employer agrees to renegotiate the period of service section of this agreement if it deems it appropriate to do so. Any changes other than those required by applicable laws or regulations must be mutually agreed to in writing by the parties hereto.

Certification

I hereby certify that I have read and understand the terms and conditions of this agreement.

Employee's Signature	Date
Human Resources Official	Date
Financial Management Official	Date
Approving Management Official	Date

Privacy Act Notice

Title 5 United States Code section 5753(c) and Title 5 Code of Federal Regulations section 575.210 require the use of a service agreement to document employer-paid relocation incentives. Signing this agreement is voluntary, but failure to sign this agreement will preclude payment of the incentive. It will not, however, affect your being appointed to a position offered by the Department of Energy. The use of this agreement is by applicable management officials and

supporting administrative staffs, payroll and accounting staffs, human resource staffs, and equal employment opportunity staffs to verify that this agreement is properly completed, process and make the payment, maintain appropriate documents that support the use of Government funds, ensure equitable treatment, monitor the use of the incentive as part of an oversight function of this program, and report the use as part of an annual reporting requirement to Congress. There are no additional uses that may be made of the information collected.

The official copy of this agreement is maintained in your Performance Folder of the electronic Official Personnel File (eOPF), which is a category of record included in the OPM/GOVT-1 General Personnel Records system. One copy of this agreement will be maintained in your payroll file, which is a category of record included in DOE-13, Payroll and Leave Records. Other copies may be maintained in your Departmental element, such as by your supervisor and finance office, which is appropriate under the OPM/GOVT-1 records system.

Distribution:

Original: Performance Folder/electronic Official Personnel File (eOPF)

Copy: Employee

Departmental element

Payroll record

Sample Retention Incentive Service Agreement

(Revised March 2012)

Introduction

This is an employment agreement between _____ (*employee's name*) (hereinafter referred to as "you" or "your") and the _____ (*Departmental element*) (hereinafter referred to as "the employer" or Departmental element) for the purpose of the employer committing to paying a retention incentive and, in return, your committing to a period of service to the employer. This agreement must be signed by all parties prior to your being paid the incentive.

Amount of Incentive and Payment(s)

Retention incentives are expressed as a percentage of your basic pay (locality pay or special salary rate). Your basic pay (*will be/is*) \$_____. You are approved for a retention incentive at the annualized rate of ____%. The total amount of your incentive is \$_____. Payment(s) will be made as follows: (*specify the method of payment, i.e., as a lump sum or installments or a combination of both methods, and when each payment will be made, e.g., biweekly, monthly, completing of training, etc., or at the end of the service period*).

Position

This agreement is in effect for your position as a _____ (*Title, series, & grade*)_____. This position has known growth potential to grade ____ as a career promotion (*insert NA if not applicable*).

Period of Service

The period of service to the employer or successor organization will be for (*No. of months, years, or pay periods*) (*there is no minimum or maximum service period*) beginning (*date of first day of the effective pay period*) and ending (*date of the last day of the ending pay period*).

Conditions

1. You are required to maintain at least a fully successful or equivalent performance rating, an applicable security clearance (access authorization), and/or applicable professional credential, and remain in the same position or occupation for the duration of the service period. If your performance rating falls below that level, your security clearance is revoked, you fail to maintain a professional credential that serves as a basis for the incentive, you are demoted or separated for cause, or you change positions other than for a grade level change as a career promotion, then
 - a. you are entitled to retain any payment(s) previously paid that is attributable to the completed portion of the service period.

- b. if the total amount of the payment(s) paid is less than the amount that would be attributable to the completed portion of the service period, the employer is not obligated to pay the difference.
2. Except for an absence due to uniformed service or compensable injury, time in a nonpay status is not creditable service toward completion of the service period. The service period will be extended by the amount for noncreditable time in a nonpay status. If you do not complete the required service obligation, then this agreement will be terminated for failure to fulfill the terms of the agreement. When the agreement is terminated, you may retain the prorated portion of any payment(s) previously paid that is attributable to the completed portion of the service period. Any excess amount is subject to recovery by DOE as an indebtedness.
3. The employer reserves the right to terminate this agreement early by notifying you in writing in the event that
 - a. funding is no longer available.
 - b. the labor market conditions change.
 - c. the need for your services has been reduced to a level that makes it unnecessary to continue paying the incentive.
 - d. your position is subject to a management initiated action, such as a reduction in force or reassignment, but not a transfer of function or reclassification when the competencies of the position that serve as the basis for the incentive are retained, or other unforeseen management need.
 - e. you apply and are selected for a similar or different position in a Departmental element other than the Departmental element that entered into this agreement.

When paragraph a through d applies, you are entitled to retain the payment(s) previously paid that are attributable to the completed portion of the service period and any portion owed by the employer for completed service. When paragraph e applies, you are entitled to retain the payment(s) previously paid that are attributable to the completed portion of the service period, but not for any portion of the completed service that the employer has not paid at the time of the position change.

4. The termination of this agreement is not grievable or appealable.
5. If you are determined to be indebted to DOE, you have the right to file a request for a waiver of any indebtedness that you may have to DOE under this service agreement based on a demonstration by you that DOE's recovery of such indebtedness, in whole or in part, would be against equity and good conscience or against the public interest. The filing of such a waiver request shall not stay the operation of DOE's debt collection procedures.

6. This agreement in no way constitutes a right, promise, or entitlement for continued employment and/or noncompetitive conversion to the competitive service, if applicable.
7. In the event that applicable laws or regulations change that would result in a change(s) in the terms and conditions of this agreement, the parties hereto mutually agree that this agreement will be subject to them. If such a change reduces the minimum-length-of-service requirement, and if existing agreements are potentially affected, the employer agrees to renegotiate the period of service section of this agreement if it deems it appropriate to do so. Any changes other than those required by applicable laws or regulations must be mutually agreed to in writing by the parties hereto.

Certification

I hereby certify that I have read and understand the terms and conditions of this agreement.

Employee’s Signature	Date
Human Resources Official	Date
Financial Management Official	Date
Approving Management Official	Date

Privacy Act Notice

Title 5 United States Code section 5753(c) and Title 5 Code of Federal Regulations section 575.110 require the use of a service agreement to document employer-paid retention incentives when the incentive is not paid in equal installments. Signing this agreement is voluntary, but failure to sign this agreement will preclude payment of the incentive. It will not, however, affect your being appointed to a position offered by the Department of Energy. The use of this agreement is by applicable management officials and supporting administrative staffs, payroll and accounting staffs, human resource staffs, and equal employment opportunity staffs to verify that this agreement is properly completed, process and make the payment, maintain appropriate documents that support the use of Government funds, ensure equitable treatment, monitor the use of the incentive as part of an oversight function of this program, and report the use as part of an annual reporting requirement to Congress. There are no additional uses that may be made of the information collected.

The official copy of this agreement is maintained in your Performance Folder of the electronic Official Personnel File (eOPF), which is a category of record included in the OPM/GOVT-1 General Personnel Records system. One copy of this agreement will be maintained in your payroll

file, which is a category of record included in DOE-13, Payroll and Leave Records. Other copies may be maintained in your Departmental element, such as by your supervisor and finance office, which is appropriate under the OPM/GOVT-1 records system.

Distribution:

Original: Performance Folder/electronic Official Personnel File (eOPF)

Copy: Employee

Departmental element

Payroll record

Sample Student Loan Repayment Program (SLRP) Service Agreement

(Revised March 2012)

1. Introduction

This Student Loan Repayment Program service agreement is an employment agreement between the Department of Energy (DOE) and (employee's name) (hereinafter referred to as “you” or “your”) for the purpose of specifying conditions under which you agree to work as a Federal employee at DOE’s (Departmental element) in return for (Departmental element's) repaying part or all of your outstanding student loan(s) through loan payments to the lender(s). This agreement will continue in effect until the terms and conditions have been satisfied or funding is no longer available.

2. Period of Service

You are required to serve (number of years; minimum of 3 years) , beginning (date, i.e., either the first day of the applicable pay period for which the initial loan payment is to be disbursed by the servicing payroll provider following signing of the service agreement; the date that the employee enters on duty (EOD); the date the employee returns to duty from school; or at any time after EOD) and ending (date) .

3. Loan Payments

- a. The amount of the applicable outstanding student loan balance(s) as of (date) is \$ (amount) . The amount of student loan payments that DOE will make on your behalf under this service agreement is \$ (maximum \$10,000) per **calendar** year, and a total amount of \$ (maximum \$60,000; if accrued interest will be paid, specify whether or not the total amount includes it, e.g., “including or excluding accrued interest”, or add “plus accrued interest”) over (no.) years subject to annual reviews and re-certification by the (Departmental element) to ensure that funds are available and to determine the status of the subject student loan(s).
- b. Payments by DOE under this service agreement do not exempt you from your responsibility and/or liability for any loan(s) for which you are obligated, as DOE is not obligated to the lender/note holder for its commitment to you. You are still responsible for the entire loan balance(s), including any amount not paid by DOE, and any late fees associated with the timing of the DOE loan payments. Further, you will also be responsible for any tax obligations resulting from the loan payment benefits made pursuant to this agreement.
- c. Loan payments by DOE hereunder will be made through the payroll disbursement process directly to the lender/note holder. Payments will be made approximately 25 days after the period of service under this agreement begins (12 days after the end of the pay period). The loan payments made on your behalf are treated as wages that are subject to income, social security, and Medicare taxes being withheld. The amount of the loan payments to each lender may be reduced by mandatory and voluntary deductions, including tax

levies and garnishments.

DOE's payments will be made (*mark the applicable payment method*)

_____ on a biweekly basis, in which case the income taxes will be deducted from the employee's salary; or

_____ as a lump sum amount during the first pay period that the service agreement is effective and annually thereafter, in which case the taxes will be deducted from the gross loan amount and a net payment made.

4. Conditions

- a. During the term of this agreement, you agree that the _____ (*Departmental element*) is authorized to verify the status of each loan, including any obligation that you have; and to discuss the terms and amount of the outstanding obligation(s) with each lender/note holder. You agree to provide DOE with the information about each loan, such as the lender/note holder's name, address, phone number, bank routing number, etc., your identifying information, including social security number, and your payment obligation, i.e., the amount due and the time period that the loan is to be paid. You hereby represent that the payment benefits which are the subject of this service agreement will apply only to your student loan indebtedness outstanding as of the date that this service agreement is executed by you and (*Departmental element*) _____.
- b. If DOE's payments hereunder cover only a part of your repayment obligation(s) under the subject student loan(s), and if you are in arrears or default on your own loan repayment obligation(s), then DOE will determine the appropriate course of action at that time. DOE will consider such remedies as paying the amount in arrears or default and extending the period of service if appropriate, renegotiating the terms of the loan repayment schedule, and terminating future DOE payments. If payments are terminated under this paragraph, the minimum period of service - 3 years - must be completed or you will be obligated to reimburse DOE, under DOE's debt collection procedures, for the full amount of the loan payments that DOE has paid on your behalf pursuant to this agreement; if 3 years of service under this service agreement have already been completed, then any remaining service obligation under this paragraph will be terminated.
- c. Except for an absence due to uniformed service or compensable injury, time in a nonpay status is not creditable service toward completion of the service period. The service period will be extended by the amount for noncreditable time in a nonpay status. If you do not complete the required service obligation, then this agreement will be terminated for failure to fulfill the terms of the agreement. When the agreement is terminated, you may retain the prorated portion of any payment(s) previously paid that is attributable to the completed portion of the service period. Any excess amount is subject to recovery by DOE as an indebtedness.

- d. DOE reserves the right to terminate this agreement early in the event that funding is no longer available after the first fiscal year. If payments are terminated under this paragraph, the minimum period of service, 3 years, must nevertheless be completed or you will be obligated to reimburse DOE, under DOE's debt collection procedures, the full amount of the loan payments that DOE has paid on your behalf pursuant to this agreement; if 3 years of service have already been completed under this service agreement, then any remaining service obligation will be terminated at the end of the fiscal year in which the funding will expire. You will be notified at least 90 days prior to termination to allow you time to make other arrangements.
- e. You are required to maintain at least a fully successful or equivalent performance rating and applicable security clearance (access authorization) for the duration of this service agreement. If your performance rating falls below that level, if your security clearance is revoked, or if you are separated involuntarily on account of misconduct, then the loan payments will be terminated immediately and you will be obligated to reimburse DOE, under DOE's debt collection procedures, the full amount of the loan payments that DOE has paid on your behalf pursuant to this agreement.
- f. If you fail to complete the period of service hereunder because you voluntarily separate from DOE for any reason, the loan payments will be terminated immediately; and, further, you will be obligated to reimburse DOE, under DOE's debt collection procedures, the full amount of the loan payments that DOE has paid on your behalf pursuant to this agreement. However, if you separate from DOE in order to accept employment in another agency and that agency agrees to reimburse DOE for the loan payments it made on your behalf, or if you are separated involuntarily for reasons other than those set out in the immediately preceding paragraph, you will no longer be considered indebted to DOE. If you complete the period of service hereunder and then voluntarily separate from DOE, you will be ineligible for continued loan payments and DOE will immediately terminate any remaining loan payments, but you will have no reimbursement obligation to DOE.
- g. If you apply and are selected for a position in a DOE Element other than the Departmental element that entered into this agreement, DOE's policy is that the gaining Departmental element is not required to assume the loan repayment obligation hereunder, but you must complete any remaining period of service to satisfy the minimum 3-year period required by law to avoid being obligated to reimburse DOE, under DOE's debt collection procedures, the full amount of the loan payments that DOE has paid on your behalf pursuant to this agreement. Accordingly, your right to placement as a surplus, displaced, or "at risk" employee under the Career Transition and Assistance Program does not grant you loan repayment by the gaining Departmental element. However, if you are reassigned to another Departmental element as a management directed action or as a result of a transfer of function, the gaining Departmental element will assume full responsibility for this agreement.

- h. If this service agreement pertains to a student loan for courses that you are taking while employed at DOE, then you must maintain a grade point average (GPA) of at least (no.) each term at all times during this service agreement. In the event that the GPA drops below (no.) , DOE will determine whether future payments should be terminated. If payments are terminated under this paragraph, the minimum period of service, 3 years, must be completed or you will be obligated to reimburse DOE, under DOE's debt collection procedures, the full amount of the loan payments that DOE has paid on your behalf pursuant to this agreement; if 3 years of service under this service agreement have already been completed, then any remaining service obligation will be terminated. So long as this service agreement is in effect, following each term of the school you are attending you are to provide your Departmental element with a copy of your course grades from that school so that DOE can verify your continued eligibility for loan payment benefits under this paragraph.
- i. If you are determined to be indebted to DOE, you have the right to file a request for a waiver of any indebtedness that you may have to DOE under this service agreement based on a demonstration by you that DOE's recovery of such indebtedness, in whole or in part, would be against equity and good conscience or against the public interest. The filing of such a waiver request shall not stay the operation of DOE's debt collection procedures.
- j. This agreement in no way constitutes a right, promise, or entitlement for continued employment and/or noncompetitive conversion to the competitive service, if applicable.
- k. In the event that applicable laws or regulations change that would result in a change(s) in the terms and conditions of this agreement, the parties hereto mutually agree that this agreement will be subject to them. If such a change reduces the minimum-length-of-service requirement, and if existing agreements are potentially affected, DOE agrees to renegotiate the period of service section of this agreement if it deems it appropriate to do so. Any changes other than those required by applicable laws or regulations must be mutually agreed to in writing by the parties hereto.

5. Certifications

I hereby certify that I have read and understand the terms and conditions of this agreement and have attached the necessary information on each loan for which DOE will make payments.

Selected Applicant/Employee

Date

Pursuant to OPM regulations, 5 CFR 537.105, I hereby certify that:

- In the absence of the loan repayment benefits contemplated in this agreement, _____ (*Departmental element*) _____ would encounter difficulty in filling the position of _____ (*name of position*) _____ with a highly-qualified candidate (or retaining a highly-qualified employee in the position of _____ (*name of position*) _____), and I have stated my detailed reasons for this conclusion in my written determination that is part of the official file pertaining to this matter.
- When selecting the above-named employee to receive loan repayment benefits, I have adhered to merit system principles and have taken into consideration the need to maintain a balanced workforce in which women and members of racial and ethnic minority groups are appropriately represented in Government service.
- To my knowledge, approval of this agreement does not create any inequitable treatment of candidates and employees and has been exercised consistent with the diversity goals and needs of this Departmental element.

The source of funding for this agreement is (accounting information: fund-type, B&R, if other than employee's salary accounting information).

_____	_____
Authorizing Management Official	Date
_____	_____
Human Resources Official	Date

Attachment(s): Information on each loan and lender/note holder
SLRP Determination Worksheet

Distribution:
Original – Performance Folder/electronic Official Personnel File (eOPF)
Copies - Employee, payroll office, supervisor, finance staff, etc.

Privacy Act Statement

Part 537 of Title 5 of the Code of Federal Regulations requires the use of a service agreement to support employer repayments of student loans. Providing information and signing this agreement is voluntary, but failure to provide the requested information on your loan(s) and, if applicable, course grades in order to determine your grade point average, or to sign this agreement will preclude the authorization of such payments on your behalf. It will not, however, affect your being appointed to a position offered by the Department of Energy. The use of the information involved with this agreement is by applicable management officials and supporting administrative staffs, payroll and

accounting staffs, human resource staffs, and equal employment opportunity staffs to verify the status of your loan(s), make the payments to the appropriate note holder(s), and ensure equitable treatment. There are no additional uses that may be made of the information collected.

The official copy of this agreement is maintained in your Performance Folder of the electronic Official Personnel File (eOPF), which is a category of record included in the OPM/GOVT-1 General Personnel Records system. One copy of the information that you provide, along with a copy of this agreement will be maintained in your payroll file, which is a category of record included in DOE-13, Payroll and Leave Records. Other copies may be maintained in your Departmental element, such as by your supervisor and finance office, which is appropriate under the OPM/GOVT-1 records system.

SAMPLE
RECRUITMENT INCENTIVE DETERMINATION WORKSHEET
(Revised March 2012)

A. Background Information (Complete the information for each item.)

1. Selectee's name: _____
2. Organization: _____
3. Vacancy announcement no.: _____
4. Position title, series, and grade: _____
5. Is this position or occupational title listed in a local staffing plan as one that is eligible for a recruitment incentive? ____ yes ____ no; if yes, attached a copy of the section of the applicable staffing plan; if no, describe why this position has been difficult to fill.

6. Number of well-qualified candidates on the selection certificate(s): _____
7. Value of selectee's current or former compensation (salary, commissions, differentials, other incentives, previous rate, benefits, etc.) that is being used to determine the value of this offer: \$_____ (identify what information is used)

B. Proposed Initial Offer (Check each incentive that is being recommended.)

- _____ 1. **Basic pay** (minimum pay of grade level of the applicable locality or special salary rate schedule or pay range): value: \$_____

- _____ 2. **Premium pay***:
 - _____ a. Night shift differential (for all selectees): 10 % value: \$_____
 - _____ b. Sunday work (for all selectees): 25 % value: \$_____
 - _____ c. Availability pay (for eligible law enforcement positions): 25 % value: \$_____

- _____ 3. **Advanced step***** (for new appointments or reappointments): step no.: (2-10) value: \$_____

- _____ 4. **Recruitment incentive**** (for new appointments) (see the recruitment incentive plan for a description of the factors and service period; rate one or more factors if the occupation and percentage is not in a local staffing plan): (up to 25/50#) % value: \$_____ ; service period: ____ months

<u>Factor</u>	<u>Rating</u>	<u>%</u>
Recruitment Success	(Good, Limited, Poor)	
Turnover	(Few/Seldom; Some/Moderate; Significant/High)	
Labor Market	(Good, Limited, Poor)	
Competencies	(Limited; Moderate; High)	
Critical Need	(High; Exceptional)	

_____ 5. **Relocation** incentive** (for current Federal employees): (see the relocation incentive plan for a description of the factors and service period; rate one or more factors if the occupation and percentage is not in a local staffing plan): *(up to 25/50#)* %
value: \$ _____ service period: _____ months performance rating: _____

<u>Factor</u>	<u>Rating</u>	<u>%</u>
Recruitment Success	<i>(Good, Limited, Poor)</i>	
Labor Market	<i>(Good, Limited, Poor)</i>	
Competencies	<i>(Limited; Moderate; High)</i>	
Critical Need	<i>(High; Exceptional)</i>	

_____ 6. **Payment of travel and transportation expenses** (for all selectees): value:
\$ _____

_____ 7. **Repayment of student loan(s)**** (for all selectees): value: \$ _____ per year
\$ _____ total amount to be paid

_____ 8. **Obtain an academic degree** (for all selectees):

- a. Type of degree: _____ bachelors _____ masters _____ doctorate _____ other
- b. Status: _____ full salary _____ leave/LWOP
- c. No. of years: _____
- d. Value (cost of salary, travel expenses, tuition, etc.): \$ _____

_____ 9. **Waiver of dual compensation reduction** (for Federal retirees): value:
\$ _____

_____ 10. **Payment of expenses to obtain a professional credential** (for all selectees): value:
\$ _____

Total value of basic pay (no. 1) plus incentive(s) (nos. 2-11): \$ _____

If more than one incentive is recommended, briefly explain why.

Recommending Official

Date

C. Certifications Each section should be completed by the applicable official, signed, dated, and include the official's title.

1. **Review of Eligibility**

_____ The selectee is eligible for the proposed incentive(s).

_____ The selectee is not eligible for _____, so the adjusted total value of the initial offer is \$ _____.

Human Resources Official
(Title) _____ Date

Financial Staff Official
(Title) _____ Date

2. **Results of the Initial Offer**

_____ The selectee accepted the initial offer.

_____ The selectee declined the initial offer for the following reason(s):

The minimum compensation that the selectee will accept is \$_____ with the following increase(s):

Human Resources Official
(Title) _____ Date

3. **Approval/Disapproval**

_____ The initial offer is approved.

_____ The minimum compensation that the selectee will accept is approved.

_____ The selectee is disapproved for appointment.

Approving/Disapproving Official
(Title) _____ Date

File: Original: Performance Folder/electronic Official Personnel File (eOPF)
Copy: Organization

- * Percentage of basic pay without locality pay
- ** Requires a signed service agreement
- *** Also known as advanced-in-hire rate and special qualifications appointment rate
- # Percentage of locality pay or special salary rate; OPM must approve above 25%

SAMPLE
RETENTION INCENTIVE DETERMINATION WORKSHEET
(Revised March 2012)

A. Background Information (Complete the information for each item.)

1. Employee's name: _____
2. Position title, series, and grade: _____
3. If for a group of positions, describe the function or occupational series or title of the group:

4. Organization: _____
5. Is this position/group of positions listed in a local staffing plan as eligible for a retention incentive? ____ yes ____ no; if no, describe the unusually high or unique qualifications/competencies of the employee occupying the position or the special need of the organization that makes it essential to retain the employee(s) and the likelihood of the employee(s) leaving the Federal service in the absence of the incentive

B. Proposed Incentive (Check each incentive that is being recommended.)

- _____ 1. Quality step/range increase (QI): step no: (2-10) value: \$ (amount of the incremental increase)
 - a. Employee's last performance rating: _____
 - b. Has the employee demonstrated sustained high quality performance? ____ yes ____ no
 - c. Has the employee received a QI in the last year? ____ yes ____ no; if yes, then not eligible
- _____ 2. Retention incentive (see the retention incentive plan for evaluation criteria/factors and service period; rate one or more factors if the occupation and percentage is not in a local staffing plan): individual: (up to 25/50%*) %; (up to 10/50%**); amount: \$ _____ service period: ____ months performance rating: _____

<u>Factor</u>	<u>Rating</u>	<u>%</u>
Retention success	(Good, Limited, or Poor)	
Turnover	(Few/Seldom; Some/Moderate; Significant/High)	
Competencies	(Limited; Moderate; High)	
Critical Need	(High; Exceptional)	

* Percentage of locality pay or special salary rate; OPM must approve above 50%
** Percentage of locality pay or special salary rate; OPM must approve above 10%

_____ 3. Repayment of student loan(s)***: value: \$_____ per year \$_____ total amount to be paid

*** Requires a signed service agreement

_____ 4. Obtain an academic degree:

a. Type of degree: _____ bachelors _____ masters _____ doctorate _____ other

b. Status: _____ full salary _____ leave/LWOP

c. No. of years: _____

d. Value (cost of salary, travel expenses, tuition, etc.): \$_____

Recommending Official
(Title)

Date

C. Certifications Each section should be completed by the applicable official, signed, dated, and include the official's title.

1. Review of Eligibility

_____ The employee is eligible for the proposed incentive

_____ The employee is not eligible for the proposed incentive because:

Human Resources Official
(Title)

Date

Financial Staff Official
(Title)

Date

2. Approval/Disapproval

_____ The proposed incentive is approved.

_____ The proposed incentive is modified as:

_____ The proposed incentive is disapproved.

Approving/Disapproving Official
(Title)

Date

File: Original: Performance Folder/electronic Official Personnel File (eOPF)
Copy: Organization

Sample Student Loan Repayment Program (SLRP) Determination Worksheet
(February 2010)

Candidate's Name: _____ *(Last, First, MI)*
_____ Applicant _____ Employee

Position: _____ *(Title, series, & grade)*
_____ Initial Verification _____ Annual Recertification

Total amount of outstanding loan(s) to be paid: \$ _____ *

Loan 1:

Lender's Name: _____
Lender's Address: _____
Account Number: _____
Amount to be paid: \$ _____ Biweekly \$ _____ Annual Lump Sum
Date loan is scheduled to be paid off, including accrued interest: _____

Loan 2:

Lender's Name: _____
Lender's Address: _____
Account Number: _____
Amount to be paid: \$ _____ Biweekly \$ _____ Annual Lump Sum
Date loan is scheduled to be paid off, including accrued interest: _____

Loan 3:

Lender's Name: _____
Lender's Address: _____
Account Number: _____
Amount to be paid: \$ _____ Biweekly \$ _____ Annual Lump Sum
Date loan is scheduled to be paid off, including accrued interest: _____

Is any loan in default? _____ Yes _____ No If yes, which one(s) and why?

If yes, will the default be resolved with DOE's payments? _____ Yes _____ No

Period of service: _____ Years

Recommendation: _____ Approve _____ Disapprove

(Processor)

Date

Once approved, complete a service agreement, have the candidate sign it, and forward it to the applicable approving officials for signature. A copy of this document must accompany the original service agreement and sent to your servicing human resources staff with an SF-52, Request for Personnel Action.

*Attachment(s): A copy of each loan statement

Superior Qualifications Appointment
(Also referred to as “Advanced-in-Hire” Pay Rate)
(March 2012)

- A. See the Fact Sheet and FAQs on this subject on pages 17 and 18 of the publication “A Manager’s Desk Reference on Human Capital Management Flexibilities” which is currently available at <http://humancapital.doe.gov/resources/Mgrs-Desk-Ref-on-HCM-Flexibilities-10-01-10.pdf>.

- B. Chief Human Capital Officer Memorandum for Heads of Departmental Elements, Subject: Prudent Use of Superior Qualifications/Advanced-in-Hire Pay Rates, dated March 12, 2012.



CHCO Memo re
Superior Qualification

(Click on the icon to open the document)

Crediting Directly-Related Service for Annual Leave
(March 2012)

**Policy Guidance Memorandum #20:
Crediting Directly-Related Service for Annual Leave**

Guidance on Submissions

Sample Service Agreement



GUIDANCE
MEMORANDUM #20 (

(Click on the icon to open the 3 documents)

SAMPLE REQUEST MEMORANDUM FORMAT

(March 2012)

MEMORANDUM FOR: KENNETH T. VENUTO, DIRECTOR
OFFICE OF HUMAN CAPITAL MANAGEMENT
OFFICE OF THE CHIEF HUMAN CAPITAL OFFICER

FROM: (HRD OR HQS RESOURCE MANAGER*)
(DEPARTMENTAL ELEMENT)
(* HQs elements must send their request through their servicing HR team)

SUBJECT: REQUEST FOR CREDITABLE SERVICE FOR ANNUAL
LEAVE FOR (*SELECTEE'S NAME*)

This is to request approval for creditable service for (*selectee's name*), who has been selected for (*position title, series, and grade or level*).

Acceptance. Will the candidate accept the position if not offered the benefit? Provide a statement from the selectee or the human resources staff member who has talked with the selectee.

Impact on the organization. What is the impact if the selectee declines the offer if the benefit is not offered, i.e., would the organization, with reasonable time and effort, be able to find another well-qualified candidate? Provide the recruitment efforts on this position.

Consideration of other candidates. Are there any other available well qualified candidates on the best qualified list or any other highly qualified candidates within reach for consideration by other recruitment efforts for this position? (Note: this can be combined with the section "Comparison to other candidates".)

Comparison to competencies. List each ranking factor that was in the vacancy announcement. After each one, describe the selectee's work experience that is directly related to it and the selecting official's assessment as to why or how that experience meets or doesn't meet the criteria.

Comparison to other candidates. Compare the selectee's score and experience to the other candidates and address why the other candidates should not be considered.

Amount of credit. What is the amount of credit that is being recommended and why that amount? Attach the employee's current leave and earnings statement to support the recommendation when it's based on the selectee's current benefit.

Attachments

Selectee's resumé
Selectee's declination
Position description
Leave and earnings statement
Offer letter
Any other pertinent document

SAMPLE REQUEST MEMORANDUM

(March 2012)

MEMORANDUM FOR: KENNETH T. VENUTO, DIRECTOR
OFFICE OF HUMAN CAPITAL MANAGEMENT
OFFICE OF THE CHIEF HUMAN CAPITAL OFFICER

FROM: (HRD OR HQS RESOURCE MANAGER*)
(DEPARTMENTAL ELEMENT)

(* HQs elements must send their request through their servicing HR team)

SUBJECT: REQUEST FOR CREDITABLE SERVICE FOR ANNUAL
LEAVE FOR (*SELECTEE'S NAME*)

This is to request approval for creditable service for (*selectee's name*), who has been selected for the position Supervisory Information Technology Specialist (Enterprise Architecture), GS-2210-15 in the Office of the Chief Information Officer.

The purpose of this position is to plan and execute the Department's Information Technology infrastructure by implementing, managing and directing complex financial and administrative projects and applications related to the Energy Efficiency and Conservation Block in support of the nations recovery act. The position requires extensive experience and detailed knowledge in operations, leadership, budgeting, strategic and policy planning, and wide variety of information technology infrastructure projects in support of a nation-wide program.

We are confident that (*selectee*) will bring a wealth of experience and knowledge in IT infrastructure and program management as required for the position. (*Selectee*) is currently employed by New Testament Technologies as a Strategic Planner for the Systems Integration Branch. He is uniquely positioned to provide vision, leadership, and guidance for planned major development activities which involves utilizing a Data Centric and Service provisioning approach to application development. He was determined by the selecting official as the most qualified applicant based on his superior qualifications in developing and executing operational plans as evident in his application package, references, and professional interview.

As a Team Lead, (*selectee*) will execute the Program Manager's goal to support the Department's overall strategic plan by leading a staff of technical personnel, developing system requirements, implementing system/subsystem designs and enforcing the development of feasible studies, cost/benefit analysis, system specifications and operational systems documentation. Moreover, (*selectee*) will be responsible for 1) setting team goals and advising program managers on the allocation of resources to meet the Departments goals that may impact or support the recovery act; 2) designing processes and systems to optimize execution; 3) preparing briefings, recommendations and presentations for senior management; 4) managing key stakeholder interactions; and 5) managing budget planning activities including milestones and funding requirements to ensure the program remains on track with funding constraints.

Attached is a statement from (*selectee*) that indicates that (*she/he*) will not accept the position if the benefit is not offered. If (*selectee*) declines this offer, this will cause a major delay in the development of the IT Office for the Recovery Act of 2009 as he is the best qualified candidate for this position. The Recovery Act management team has set goals and objectives we must meet. Therefore we have been given a set deadline from the Department that indicated the timeframe in which we have to establish and implement this office in support of the Recovery Act initiative.

This position was announced to the general public for a total of 14 calendar days. The announcement yielded 10 best qualified candidates with (*selectee*) being the highest scored candidate. After conducting a paneled interview of all 10 candidates, we found that (*selectee*'s) experience in the deployment of a nationwide infrastructure program was more suitable for this position compared to the other candidates. Most of the other candidates either supported a program or worked with minimum developmental program that supported branch – organizational level infrastructure programs with little to no strategic management experience. As the vacancy announcement indicates, this position requires support and management of a nation-wide program in addition to an extensive technical background in strategic and program planning.

(*Selectee*) has overall 10 years of directly-related experience which he acquired from his current and former positions that is directly related to the following competencies required for this position:

1. Demonstrated knowledge of and skill in setting team goals and advising program managers on the allocation of resources to meet the Departments goals that may impact or support the Recovery Act.

Beginning in January 1, 2004 – April 1, 2010, this candidate performed as a Strategic Planner for New Testament Technologies as a contractor/consultant for the Department of Energy in support of the Recovery Act. In this position he worked with (XXX) to examine ways to accelerate the making of awards, goal setting for priorities and projects and implementing and advising the Program Manager on project management approaches for meeting IT goals and generating rapid system development through the department's infrastructure program.

2. Knowledge of and experience with the designing processes and systems to optimize execution.

Beginning in June 5, 2000 – December 31, 2003, served as Chief and Lead Enterprise Architect for ABC Technologies who designed and deployed the current CIO IT infrastructure. He managed a nationwide network, cloud base service center and led multiple complex projects such as the \$425 million dollar data network modernization project. He was responsible for the analysis and study of the organization's world class business analytics for strategic and operational planning, thus he engaged in stakeholder management as a part of a leading industry IT association.

3. Ability to prepare briefings, recommendations and presentations for senior management.

Upon completion of national studies and planning, he prepared briefings and recommendations for major clients dealing with the Office of Management and Budget and to congressional liaisons on Capitol Hill.

4. Skilled in managing key stakeholder interactions and budget planning activities including milestones and funding requirements to ensure the program remains on track with funding constraints.

Beginning May 7, 1998 – June 5, 2000 he performed as Lead Information Technology Manager for DEF Technologies who co-founded a software development that deployed a large scale integration product. He developed technical requirements for new and modified applications; evaluated, selected, and coordinated acquisition of commercially available software packages and appropriate hardware. Managed key stakeholder interactions along with budget allocations and funding requirements in order to continually support major programmatic goals and outcomes.

Based on the aforementioned description of (*selectee's*) experience, we are requesting creditable service in the amount of 10-years which will place him in the 6 hour category. In (*selectee's*) current position he accumulates a total of 208 vacation (annual) leave hours per year. Offering him the 10 years of creditable service and a 6 hour leave category will be comparable to what he is currently making in his present position. Other recruitment incentives were considered in lieu of creditable service, however, after a careful consideration, we found this credit to be more practical for both the employee and the overall Department of Energy.

We believe the requirements of the Departmental guidance are met and approval is requested to grant this candidate with 10 years of credit for his directly-related experience.

Frequently Asked Questions Regarding Relocation Expenses

(October 2007)

Background

This document supplements the Federal Travel Regulations and DOE M 552.1-1A, DOE Travel Manual, and is based on several Comptroller General and GSA Board of Contract Appeals decisions. It is intended for human resource staffs and travel coordinators.

General

- 1. What are relocation expenses or allowances?** Relocation expenses are the costs associated with relocating an employee from one location to another, which is usually a DOE worksite. Depending on the type of relocation, i.e., a new hire, current employee within the US, international, etc., these expenses may include: roundtrip transportation for a house hunting trip (not to exceed 10 days) for an employee and/or spouse, transportation of the employee or employee and family to the new worksite, shipment of household goods (HHG), temporary storage of HHG, real estate expenses incurred in home sales and purchases, home marketing incentive, property management expenses in lieu of a home sale, shipment of a privately owned vehicle, temporary quarters subsistence, and use of a relocation services provider.

- 2. Who is eligible for relocation expenses?** The following is a list of eligibles:
 - a. a new appointee traveling to a first official worksite (duty station) (see Q & A 6c);
 - b. an employee transferring in the interest of the Government from one worksite to another or from one agency to another for permanent duty in which the worksite is at least 50 miles from the former worksite;
 - c. an employee traveling to an overseas worksite either for the first time or upon renewal of an overseas assignment, or returning from an overseas assignment, including for separation from the Government;
 - d. a student trainee assigned to any position upon completion of college work;
 - e. an employee eligible for a “last move home” benefit upon separation from the Government, including a career appointee to the Senior Executive Service (SES) as defined in 5 U.S.C. 3132(a)(4), and a prior SES appointee, and the employee’s immediate family in the event of the death of the employee; and
 - f. an employee on a permanent appointment assigned to a temporary worksite; i.e., a temporary change in worksite (TCS) of at least 6 months, but not more than 30 months.

Even though an employee may be eligible for relocation expenses, s/he is not necessarily entitled to the allowances.

- 3. What does it cost to relocate an employee?** The cost will vary depending upon the relocation expenses authorized, whether the selectee is a new hire or transfer, size of family, weight of HHG to be shipped, home sale, etc.

When Paid/Not Paid

- 4. When are relocation expenses to be paid?** Mandatory expenses are to be paid consistent with the Federal Travel Regulations at 41 CFR Chapter 302 when the relocation is in the interest of the Government (see Q and A 5). Discretionary expenses are optional, are determined by the Departmental element, and are to be treated consistently.
- 5. When is relocation in the interest of the Government?** DOE defines “in the interest of the Government” in Chapter 302 of DOE M 552.1-1A, DOE Travel Manual (see <http://www.directives.doe.gov/>) when:
- a. a relocation is involuntary, i.e., the organization is relocating or the employee is directed to relocate;
 - b. a relocation will facilitate a planned reorganization or restructuring activity within an organization; or
 - c. the vacancy announcement or equivalent notice specifies that relocation expenses will be paid or it does not specify whether they will be paid and
 - 1) the distance between the employee’s old official worksite and the new one is at least 50 miles, or
 - 2) the distance is less than 50 miles and the following conditions apply:
 - a) the position is listed in a local staffing plan as “hard to fill” or “shortage category,” i.e., the specific series and grade level of the position has been identified in a workforce or EEO plan because an adequate supply of candidates has not been, and is not expected to continue to be, available without the need to pay relocation expenses;
 - b) the relocation is involuntary; or
 - c) the relocation will facilitate a planned reorganization or restructuring activity within an organization.

Note: FTR 302-2.6 includes additional conditions for short distance moves that include either:

- a) the one way commuting pattern between the old and new official station increases by at least 10 miles, but no more than 50 miles;
 - b) there is an increase in the commuting time to the new official station; or
 - c) a financial hardship is imposed due to increased commuting costs.
- 6. When should relocation expenses not be paid?** They should not be paid when:
- a. a position is advertised that expenses will not be paid;

- b. a candidate initiates a request to relocate and there is no vacancy announcement or equivalent notice and/or a determination has not been made that expenses will be paid to fill the position (this is regarded as primarily in the interest of the candidate); or
- c. an organization determines that a new appointee will not be authorized allowances in accordance with FTR 302-3.2.

7. May relocation expenses be paid when:

- a. **a position is advertised that expenses will be paid and the selectee is at the same grade level (lateral) or will be downgraded?** Yes.
- b. **a position is advertised that expenses will be paid, but funds become restricted?** Yes (see 56 Comp.Gen. 509 (1977)); however, the organization should wait until funds are available to relocate the employee to avoid a problem with a claim. To facilitate the recruitment process, organizations should consider having the employee begin work in the current location as a flexiplace arrangement when the duties support the arrangement until s/he can be relocated. In the event that a flexiplace arrangement is used, the official worksite for pay and travel purposes will be wherever the selectee actually works, e.g., home.
- c. **when a position is advertised that expenses will be paid, the area of consideration is beyond the commuting area, however, the selectee is from the local commuting area and wants to relocate closer to the new worksite?** Yes, if the move is more than 50 miles between worksites, not residences, then expenses are to be paid. If the move is less than 50 miles, but at least 10 miles between worksites, then expenses are to be paid when the position is listed in a local staffing plan as a “hard-to-fill” or “shortage category” position, or the relocation will facilitate a planned reorganization or restructuring activity, otherwise, expenses are not to be paid. For reorganization and restructuring situations to be approved, written notice must have been given to employees.
- d. **a position is advertised “commuting area only” and “expenses will not be paid” because of an expected adequate supply of candidates in the area, but the top candidate is a lateral from outside the commuting area?** No, the position would have to be re-advertised stating that either “expenses will be paid” or “expenses may be paid consistent with the Department’s policy and guidance” to give all interested candidates the opportunity to apply (see Q and A 11a and b below).
- e. **a position is advertised nationwide that relocation expenses will not be paid?** No.
- f. **a position has not been advertised and a likely candidate has been identified who is from outside the commuting area?** It depends; if there is a precedent for paying expenses for similar positions, the position is identified in

a local staffing plan as a “hard-to-fill” or “shortage category” position which would make it eligible, or management has already determined that expenses should be paid, including relocating employees who would otherwise be displaced as a result of a closure activity or reorganization, then expenses are to be paid. If none of these situations has occurred, then the situation is regarded as primarily in the interest of the candidate and expenses are not to be paid.

- g. **the selectee will be appointed on a temporary or time-limited appointment?** It depends on the duration of the appointment. As long as the appointment is for 1 year or longer so the 12-month transportation service agreement is satisfied, then yes [see GSBCA 15480-RELO and CG decision B-171495 (March 4, 1971)].
8. **Can expenses be negotiated with selectees in an effort to limit costs?** Once it is determined that relocation expenses will be paid, mandatory and applicable discretionary expenses are to be paid. If funds are limited or restricted, the timing of the relocation may need to be discussed (see Q and A 7b above).
9. **When may an employee incur costs for relocating?** A travel authorization must be in place and a service agreement must be signed by the employee prior to incurring relocation expenses (see Q and A 14 regarding service agreements).

Vacancy Announcements

10. **Should an announcement contain a statement regarding relocation expenses?** Yes, the Department’s vacancy announcements are to provide a statement regarding the payment of relocation expenses will or will not be paid to ensure that there is no misunderstanding on the part of interested parties. (Note: When a statement is not on an announcement and the relocation is in the interest of the Government (see Q & A 5), expenses must be paid (see GSBCA 15286-RELO, dated August 15, 2000, and all referenced cases in that decision).
11. **What statements are to be used on vacancy announcements?** The following statements are examples that may be used:
- a. “Relocation expenses will be paid.”
 - b. “Relocation expenses may be paid consistent with the Department’s policy and guidance.” This statement may be used for any announcement and permits officials to reserve a final determination as to whether or not mandatory and discretionary expenses will be paid. It may be determined at any time during the recruitment and selection process.
 - c. “Relocation expenses will not be paid.
12. **May an announcement be cancelled if funds are no longer available to pay relocation expenses?** Yes; however, the recruitment process can continue, in which case all, or the top, candidate(s) should be informed that the selection process may be delayed because of a restriction of funds or, if a selection has been

made, the selectee informed that s/he cannot be relocated until adequate funds are available to pay relocation expenses when expenses are to be paid. The other alternative is to select a top candidate from the commuting area if possible so relocation expenses will not be an issue.

Selection Process

- 13. May a selection be based on the cost to relocate the top candidates under consideration?** No, selections should be based on the merits of the top candidate(s).

Relocation Expenses vs Relocation Incentives

- 14. What is the difference in relocation expenses and relocation incentives?**

Relocation *expenses* are described in Q and A 1. A relocation *incentive* is a payment of up to 25% (up to 50% with OPM approval) of basic pay that may be paid in addition to payment of relocation expenses to attract a well-qualified current government employee to fill a position that would otherwise be difficult to fill without the use of the incentive. The *incentive* should not be used solely to augment the candidate's salary or to provide a "signing bonus." To be paid the incentive, the employee must have established a residence in the new location. Service agreements are required for both relocation expenses and relocation incentives. Employees must commit to at least 12 months Federal service from the reporting date in order to be paid relocation expenses. Although the minimum service period for payment of a relocation incentive is 6 months, normally organizations will use at least 12 months when relocation expenses have been paid. Organizations should be consistent among employees.

- 15. Can relocation expenses and incentives be paid concurrently?** When relocation *expenses* have been determined to be paid during the recruitment process, then at least the mandatory allowances must be paid; however, a relocation *incentive* may be paid in addition to payment for relocation *expenses*. In the event that a determination has been made that relocation *expenses* will not be paid, a relocation *incentive* may still be paid, but it should be well justified as this is not normally done. Decisions regarding both benefits are normally made separately, unless a position has been advertised that relocation *expenses* "may be paid" and the decision to pay them is deferred to late in the selection process when consideration is given to paying a relocation *incentive*. To assist in reviewing all costs associated with a recruitment, it is recommended that the Sample Recruitment Incentive Determination Worksheet be used. It is available in the DOE Desk Reference on Recruitment and Retention Incentives.

Administration

- 16. How does an employee get paid when relocating?** A claim must be submitted to the servicing chief financial office using the information sheet available at <http://www.mbe.doe.gov/cf11/aod/pcsguid2.html>, including copies of actual expenses incurred.

17. Are service agreements required for payment of relocation expenses and/or relocation incentives? Yes, see Q and A 14 and the applicable sections of this desk reference regarding relocation incentives for more information.

APPENDIX A
Sample Student Loan Repayment Program (SLRP)
Lender/Noteholder Verification Letter
(Revised March 2012)

(Departmental element's name and address)

(Date)

(Lender/Noteholder's full address)

Re: Loan No.

Dear Loan Officer:

The *(Departmental element)* , U.S. Department of Energy, is considering repaying all or a portion of *(Name of Candidate)* 's student loan(s). Attached is the candidate's consent to release information to us regarding the loan(s) that is(are) identified above along with the information that the candidate has provided us. Please complete the following and return this form to me at either at the address above or the fax or email address below.

Yes, the information that the candidate provided is current as of the date of the statement(s).

No, the information is not current. Attached is the current information.

Have payments been made on a timely basis? Yes No

If no, is the loan in arrears? Yes No

If yes, what is the arrearage amount? \$_____

Will you accept:

annual lump sum payments? Yes No

biweekly payments? Yes No

Please tell us how the payments will be treated to pay the principal and interest that will accrue, e.g., are you willing to defer accruing interest if annual lump sum payments are made at the beginning of the 12-month period?

(Processor's Name)

Date

Loan Officer

Date

(Title)

(Phone & Fax Nos.)

(Phone & Fax Nos.)

(email address)

(email address)

Attachments:

- 1) Loan Information Release Consent Form
- 2) Loan information/statement

APPENDIX B
Sample Student Loan Repayment Program (SLRP)
(March 2010)

LOAN INFORMATION RELEASE CONSENT FORM

This is to authorize _____ (*Lender/Noteholder*) to release any and all information to the _____ (*Departmental element*), U.S. Department of Energy, to verify the status of my student loan(s) and to discuss the terms and amount of the outstanding obligation(s) with a representative from that organization. I understand and agree that the _____ (*Departmental element*) will discuss repayment options with the Lender/Noteholder on my behalf to determine 1) the acceptability of those terms with the Lender/Noteholder and 2) how the Lender/Noteholder will treat the repayments in the event that I am approved for this program.

If I am approved for this program, I understand and agree that the _____ (*Departmental element*) will do annual reverifications of my loan(s) to determine continuing eligibility and that this consent form will remain in effect from the signature date below through the end of the student loan service period.

Candidate's Signature

Date

APPENDIX C
Policy Guidance Memorandum #14:
Establishing a Residence for a Relocation Incentive
(March 2012)



GUIDANCE
MEMORANDUM #14 E

(Click on the icon to open the document)

APPENDIX D
Processing Debt Collection Actions
(March 2012)

When an employee fails to fulfill the terms of their service agreement, the following steps should be followed.

First, the employee's organization should notify the servicing HRO in writing, e.g., by email or memo, that it is not waiving its right of recovery and copy the employee on that communication. This is expected unless there are some unusual circumstances, such as a gaining agency "buying out," i.e., reimbursing DOE, for the remainder of the employee's service agreement or the dollar amount being to be recovered does not exceed \$50.

Second, an SF-52 must be prepared by the losing organization to change the dollar amount of the incentive. The following statements are to be in the Remarks section:

"The employee did not fulfill the service agreement; therefore, the dollar amount of the *(type of incentive)* is reduced. The prorated amount previously paid that is to be recovered is \$(amount)."

Third, once the servicing HRO processes the action in CHRIS and it flows to DFAS, DFAS will establish the debt and notify the (former) employee.

Fourth, once the debt letter is received by the employee, the employee will have the right to submit a waiver request that is to be sent to DFAS according to the instructions in the debt letter. DFAS will forward the waiver request to the DOE Payroll Team for coordination within DOE. Filing a waiver request will not stay the operation of DOE's debt collection procedures.

(Note: 5 U.S.C. 5584 only allows waiver of debts arising out of an erroneous payment of pay and allowances. A debt established as a result of an employee's failure to fulfill a service agreement would rarely involve an erroneous payment. Payments made to the employee for recruitment and retention incentives are normally proper at the time they were paid and therefore not erroneous payments.)

Finally, if the waiver request is denied and the debt involves more than one tax year, the gross amount must be reimbursed.