**U.S. Department of Housing and Urban Development**
Office of the Chief Human Capital Officer

# DETAILS,
# INTERAGENCY AGREEMENT ASSIGNMENTS,
# AND
# INTERGOVERNMENTAL PERSONNEL ACT ASSIGNMENTS
# POLICY

***(FOR AFGE BARGAINING UNIT EMPLOYEEES ONLY)***

## HANDBOOK 750.1 – AFGE

**Paragraph** **Page**

# Table of Contents

## CHAPTER 1. GENERAL


1-1 Introduction .....3
1-2 Purpose .....3
1-3 Authorities.....3
1-4 Applicability .....4
1-5 Definitions.....4
1-6 Forms .....5


## CHAPTER 2. ROLES AND RESPONSIBILITIES


2-1 Supervisors and Managers .....6
2-2 Chief Human Capital Officer.....6
2-3 Director, Recruitment and Staffing Division .....6
2-4 Director, Policy, Programs, and Advisory Staff .....6
2-5 Assistant Secretary or General Deputy Assistant Secretary .....7


## CHAPTER 3. REIMBURSEMENT AND EXCEPTIONS


3-1 Reimbursable Assignments .....9
3-2 Exceptions for Non-Reimbursable Assignments .....9
3-3 Expenses for Temporary Assignments .....9
3-4 Negotiable Expenses.....9


## CHAPTER 4. DETAILS WITHIN THE DEPARTMENT


4-1 Purpose.....10
4-2 Qualification Requirements .....10
4-3 Time Limits.....10
4-4 Approval Process and Documentation .....11
4-5 Provisions for SES Details .....11
4-6 Provisions for Competitive and Excepted Service Employees.....12
4-7 Documentation and Processing.....12


## CHAPTER 5. INTERAGENCY ASSIGNMENTS


5-1 Purpose .....13
5-2 Reimbursement/Funding.....13
5-3 Training and Developmental Assignments.....13
5-4 Interagency Agreement Form .....14

5-5 Length of Assignments and Recording .....14
5-6 Request and Approval Process for IAs .....14

## CHAPTER 6. INTERGOVERNMENTAL PERSONNEL ACT (IPA) ASSIGMENTS

6-1 Purpose .....16
6-2 Ethics and Standards of Conduct Provisions .....16
6-3 Organization Participation .....17
6-4 Requirements for Approval of "Other Organizations" .....18
6-5 Exclusions .....19
6-6 Funding, Travel, Relocation Expenses .....19
6-7 Length of Assignments .....19
6-8 Request and Approval Process for IPAs .....20
6-9 Termination of an IPA Assignment .....21

## CHAPTER 7. ADMINISTRATIVE INFORMATION

7-1 Time and Attendance .....22
7-2 Hours of Duty .....22
7-3 Telework .....22
7-4 Performance Appraisals .....23
7-5 Other AFGE Bargaining Unit Employee Provisions .....24

## APPENDICES

Summary Chart of Details .....A
Details Funding Certification Form .....B
Interagency Agreement Form .....C
OF-69, Assignment Agreement for IPAs .....D
IPA Ethics Review Form .....E
IPA and IA Instructions and Guidelines .....F

# CHAPTER 1. GENERAL PROVISIONS

1-1. Introduction:

The Department's personnel funding is appropriated (in most cases) by program offices. In collaboration with the Office of the Chief Financial Officer (CFO), this policy has been developed to ensure those appropriations are obligated and spent in compliance with appropriations laws, the Antideficiency Act (ADA) and the Economy Act. To this end, program offices receive funding for employees to perform work within their offices. If those employees are not performing work for their offices, then the appropriated funds are not being spent in compliance with appropriation laws. Therefore, with few exceptions, employees may not be outside of a program office (i.e. to an office with their own appropriated personnel funding) or outside the Department without reimbursement. Funding for each program office is specifically earmarked for their program(s); accordingly, those funds may not be used to pay for an employee detailed to perform work in another program office.

In general, the ADA prohibits an agency official or employee from authorizing an obligation or expenditure exceeding the amount available (appropriated, apportioned, and allotted) for a specific purpose. Accordingly, when approving a reimbursable detail or assignment, it is imperative that the funds are available at the time the commitment is made and prior to the effective date of the detail or assignment. Failure to ensure the funds are available could result in violation of the ADA. An agency official or employee responsible for an ADA violation may be subject to administrative and other sanctions. Both the losing and gaining organizations will be held responsible and risk disciplinary action for violation of this policy. ADA violations must be reported to the President and Congress.

1-2. Purpose: The purpose of this policy is to provide regulatory and departmental guidance to managers and supervisors for the use of details, Interagency Agreement (IA) assignments, Intergovernmental Personnel Act (IPA) assignments and details of federal employees to international organizations. Details, IA, and IPA assignments are management driven personnel actions whereby employees are temporarily assigned to positions within or outside the Department [Supplement *Purpose*].

No employee rights under the HUD/AFGE Agreement, including all supplements, shall be waived as a result of implementation of the Details, Interagency Agreement Assignments, and Intergovernmental Personnel Act Assignments Policy or as a result of employee participation in such assignments. [Supplement item #1]

1-3. Authorities:

- 5 CFR 300, Subpart C – Detail of Employees
- 5 USC 3341, Details; Within Executive or Military Departments
- 5 CFR 335, Promotion and Internal Placement
- HUD Merit Staffing Policy Handbook 335

- 5 CFR 317, Employment in the Senior Executive Service
- 5 CFR 334, Temporary Assignments under the Intergovernmental Personnel Act
- 5 CFR 352, Subpart C – Detail and Transfer of Federal Employees to International Organizations
- 31 USC 1535, The Economy Act of 1932, as amended
- 3 USC 112 – Sec. 112, Detail of Employees of Executive Departments
- 5 CFR 410, Training
- 31 USC 1341, Limitation on Expending and Obligating Amounts (also referred to as the Antideficiency Act, in part)
- 31 USC 1517, Prohibited Obligations and Expenditures (Antideficiency Act, in part)

1-4. Applicability:

1. This policy is applicable to all employees within the Department of Housing and Urban Development, including those employees in permanent, temporary, career, career conditional, excepted (including Schedule C), and Senior Executive Service (SES) positions.

2. Experts and Consultants may not be detailed.

3. Details within program lines are exempt from this policy, and should follow proper recording procedures.

4. Assignments made under the Rotational Assignment Program (RAP) are not covered by this policy. Temporary assignments covered by this policy must benefit both the losing and gaining organizations. RAP is considered a career developmental program which primarily benefits the employee rather than the organizations. Accordingly, RAP assignments do not meet the requirements as it relates to the training and development exclusion for reimbursement.

1-5. Definitions:

**Detail:** Temporary assignment of an employee to a different position for a specified period, with the employee returning to regular duties at the end of the detail. Solely for the purpose of this policy "internal" details refer to those details within the Department, but across program lines.

**Developmental Position:** Includes an upward mobility position, or position in the Presidential Management Fellowship (PMF), Pathways Programs, Emerging Professionals Program, etc.

**Gaining Organization:** The program office, agency or organization to which an employee is temporarily assigned or "detailed."

**Losing Organization:** The program office or agency to which an employee is permanently assigned. Sometimes referred to as the "parent organization."

**Non-reimbursable Detail:** The losing organization or agency is not reimbursed for the costs associated with the detail of an employee.
**Program Office:** Program offices are responsible for the administration of the programs and functions assigned them. Each program office has its own funding source specifically allocated in the Department's annual appropriations.

**Reimbursable Detail:** Program offices or agencies are reimbursed all of the costs associated with the detail of an employee.

**Unclassified Duties:** Is a position that has not been classified; therefore there is no official title, series or grade. However, an employee may not be detailed to unclassified duties for longer than 240 days (in increments of 120 days or less).

1-6. Forms:

1. The Details Funding Certification form (Appendix B) was developed for documentation and funding authorization for internal details. It is the joint responsibility of both program offices to ensure this form is properly completed. It is the responsibility of the gaining organization to ensure and certify that necessary funds are available for reimbursement prior to the start of the detail and appropriate budget information is properly documented on the form.

2. The Interagency Agreement form (Appendix C) was developed for use with temporary assignments of Federal employees between Federal agencies. It is the responsibility of the program office to ensure this form is properly completed. The program office is also responsible for obtaining appropriate signatures from the other Federal agency prior to submitting the form to OCHCO for final review and approval.

3. The OF-69 (Rev. 2-89), Assignment Agreement (Appendix D) is used for IPAs. This form can also be found online at http://www.opm.gov/forms/pdf_fill/of69.pdf. It is the responsibility of the program office and participating organization to negotiate the terms of the agreement and complete the form according to those terms.

## CHAPTER 2. ROLES AND RESPONSIBILITIES

2-1. Supervisors and managers are responsible for determining the need to utilize the flexibilities outlined in this policy. This decision should be based on the needs of the Department. Program offices are responsible for submitting appropriate documentation to the appropriate office within the Office of the Chief Human Capital Officer (OCHCO) prior to the movement of any employee.

2-2. The CHCO or designee is responsible for the administration of this policy. Approval to deviate from the policy must be obtained in writing from the CHCO or designee. Requests should be forwarded to the OCHCO Policy, Programs, and Advisory Staff (PPAS) for review and to obtain the appropriate approval.

2-3. The Director of the Recruitment and Staffing Division (RSD) will:

1. Review and evaluate internal detail requests from program offices to ensure they meet all of the requirements of this policy;

2. Recommend approval or disapproval to the Director, PPAS, for each request;

3. In coordination with the appropriate RSD Branch Chief and/or the appropriate Human Resources (HR) Specialist, ensure the following:

    a. Documentation is completed and properly executed in accordance with this policy;

    b. Requests are properly documented in HIHRTS, if necessary;

    c. Signed documentation is forwarded to the Office of the Chief Financial Officer (OCFO), Accounting Office;

    d. Signed copy of the returned documentation is forwarded to both the gaining and losing organizations;

2-4. The Director, PPAS will:

1. Review and obtain appropriate approvals/disapprovals on any requests involving movement of employees into or out of the Department, i.e. IAs, IPAs, etc.

2. Obtain the Office of the General Counsel's concurrence on IPA assignments.

3. Review reports from on internal details (across program lines) to ensure accuracy, consistency and compliance with this policy.

4. Ensure this policy is implemented consistently throughout the Department and is communicated to management.

5. Provide a copy of all IAs and IPAs to the Pay, Benefits and Retirement Division (PBRD) for inclusion in employee official personnel file, if applicable.

6. Maintain IA and IPA files for a minimum of 5 years.

2-5. The Assistant Secretary (AS) or General Deputy Assistant Secretary (GDAS) or equivalent of each program area (Housing, Public Indian Housing, Community Planning and Development, Office of the Chief Procurement Officer, etc.) is responsible for ensuring the appropriate use of this policy by all managers within their respective area of responsibility. [NOTE: Receiving employees or "lending" employees outside program lines or to/from another agency without following the procedures in this policy is a violation of Departmental policy.]

1. The AS or GDAS of each Program Area will designate a key member of his/her staff to be responsible for:

    a. Ensuring details or temporary assignments of any type are in compliance with this policy;

    b. Ensuring documentation is complete, accurate and properly signed;

    c. Working with the program office Budget Officer to ensure sufficient funding is available;

    d. Notifying the appropriate OCHCO office with changes to any agreement OR changes in assignments.

2. Each program office Budget Officer is responsible for ensuring appropriate funds are available to initiate, continue or execute a detail involving the obligation and expenditure of funds. The Budget Officer will ensure compliance with 31 USC 1341 (a)(1) (Antideficiency Act, in part) and may not:

    a. Make or authorize an expenditure or obligation exceeding an amount available in an appropriation of fund for the expenditure or obligation;

    b. Involve either government agency in a contract or obligation for the payment of money before an appropriation is made unless authorized by law;

    c. Make or authorize an expenditure or obligation of funds required to be sequestered under section 252 of the Balanced Budget and Emergency Deficit Control Act of 1985; or

    d. Involve either government agency in a contract or obligation for the payment of money required to be sequestered under section 252 of the Balanced Budget and Emergency Deficit Control Act of 1985.

3. The Budget Officer will ensure compliance with 31 USC 1517(a) (Antideficiency Act, in part) and may not make or authorize and expenditure or obligation exceeding:

    a. An apportionment; or

    b. The amount permitted by regulations prescribed under section 1514(a) of such title (which in the Department's case are amounts allotted by OCFO budget).

## CHAPTER 3. REIMBURSMENT AND EXCEPTIONS

3-1. Reimbursable Assignments: Temporary Assignments covered by this policy must be made on a reimbursable basis whereby the gaining organization or agency reimburses the losing organization or agency for all costs associated with the assignment. Costs include employee salary, travel and per diem. Assignments may not be made on a partial reimbursement basis.

3-2. Exceptions for Non-Reimbursable Assignments: There are exceptions which may justify a non-reimbursable assignment under which the losing organization or agency incurs all costs associated with the assignment. A justification memo signed by the program office's GDAS or equivalent is required for any non-reimbursable assignment. Accordingly, before such assignments are made, the specific reasons for the assignment should be thoroughly assessed to determine whether it meets one of the exceptions listed below:

1. Training and/or Developmental Assignments;

2. Assignments specifically authorized by statute (64 CG 370, March 20, 1985);

3. Assignments to Special Projects, Task Forces, etc. associated with natural disasters, Department-wide projects, or multi-agency ventures.

    a. An assignment under this exception for non-reimbursement would require employee to participate in such project(s) as a representative of his/her employing office.

    b. An assignment whereby an employee is assigned to such project(s), outside of his/her permanent employing office, and is supervised and tasked by another program office's supervisor while performing work for the benefit of that program office, would not be eligible for non-reimbursement.

3-3. Expenses for Temporary Assignments: In accordance with provisions outlined in Federal Travel Regulations (FTR), employees may be entitled to reimbursement for expenses associated with temporary assignments outlined in this policy. Such expenses may include travel, relocation, lodging, per diem, etc. Employees may not waive these entitlements or volunteer to pay for such expenses.

3-4. Negotiable Expenses: Costs such as travel, per diem, lodging, etc. associated with a training and/or developmental assignment may be negotiated between the losing and gaining organizations (including other Federal agencies), even when such assignment is made on a non-reimbursable basis whereby the losing organization continues to pay the employee's salary and benefits.

## CHAPTER 4. DETAILS WITHIN THE DEPARTMENT

4-1. Purpose: Details are temporary assignments of employees within the Department to a classified position or to a position that has not been classified (commonly referred to as "unclassified duties"). Details should be used to meet short term workload demands and are not to be used to fill or substitute the filling of a vacant position.

1. Details crossing program lines which have different funding sources, (e.g. a Housing employee detailed to PIH) OR from different funding sources within the program office must be on a reimbursable basis. Specifically, the gaining organization must:

    a. Have personnel funds available (allotted under its Salaries and Expenses appropriations); and

    b. Reimburse the losing organization for all employee expenses, including salary, travel and per diem associated with the detail.

4-2. Qualification Requirements: Employees do not have to meet the qualification requirements for the position to which they are detailed, except for any minimum educational, licensure and certification requirements.

4-3. Time Limits:

1. A detail to a position of the same or lower grade level must be made in 120 day increments or less and may be extended up to one year.

    a. Extensions beyond 1 year must have the approval of the OCHCO. A justification must be submitted through the PDB which:

        i. Explains the nature of the assignment or special project that justifies not filling the position through reassignment or competitive procedures; and

        ii. Includes the anticipated date the assignment or special project will be completed or the need will no longer exist.

2. A detail to a higher grade position or a position with higher promotion potential may not exceed 120 days.

    a. Details beyond 120 days must be made through competitive procedures.

        i. Prior service during the preceding 12 months under noncompetitive details to higher graded positions and noncompetitive time-limited promotions counts toward the 120-day total.

        ii. If an employee previously held a higher permanent position equal to or greater than the position to which the detail will be made, competitive

procedures are not required (unless the employee was removed or demoted for performance or conduct reasons).

b. A detail to a higher graded position or a position with higher promotion potential does not result in a temporary promotion unless it is advertised as such. The Merit Staffing Handbook and applicable bargaining unit contracts should be reviewed to ensure adherence to the rules surrounding details to higher graded positions.

3. A detail to unclassified duties may not exceed 240 days (in 120 day increments or less). If the detail is to continue, the set of duties that the employee is performing must be classified and the appropriate time limits (referenced above) must be exercised.

4-4. Approval Process and Documentation:

1. Details across Departmental program lines require the approval of both the losing and gaining GDAS or equivalent.

2. The gaining organization must submit a completed "Details Funding Certification" (see appendix B) form to the PPAS, at least 2 weeks prior to the requested effective date of a detail.

3. If a detail is being proposed as non-reimbursable, a justification memo must accompany the "Details Funding Certification" form. The justification memo must be addressed to the Director, PPAS, and signed by the GDAS or equivalent.

   a. The justification must demonstrate why the detail is exempt from reimbursement requirements, e.g. it is for training and development purposes.

4. PPAS will notify the program office usually within 1 week of the decision to approve/disapprove and provide them with final copy of appropriate documents.

5. Details may not commence (i.e. employee may not begin performing work under a detail) until all appropriate approvals are obtained.

6. Details will not be made retroactively. Reimbursable details which begin prior to approvals may be referred for ADA investigation.

7. Upon approval, PPAS will send the completed "Details Funding Certification" form to the OCFO's Accounting Office.

4-5. Provisions for SES Details:

SES members may be detailed to another position within or outside of the SES. Non-SES employees may be detailed to SES positions.

1. Details must be made in increments up to no more than 120 days.

2. SES employees may not be detailed to “unclassified duties” for longer than 240 days.

    a. Competitive procedures must be used when detailing a non-SES employee to an SES position for more than 240 days unless the employee is eligible for a noncompetitive career SES appointment.

3. OPM approval is required to detail:

    a. A non-SES employee to a SES position that supervises other SES positions or;

    b. SES employee to a position at the GS-15 or equivalent level or below.

4. Only career SES appointee or a career-type non-SES appointee may be detailed to a career reserved position.

5. Any SES appointee or non-SES appointee may be detailed to a general position.

4-6. Provisions for Competitive and Excepted Service employees:

1. Competitive Service employees may be detailed to positions in the competitive or excepted service.

2. Excepted Service employees may be detailed to excepted service positions.

3. Excepted Service employees serving under Schedule A, Schedule B, or a Veterans Recruitment Appointment (VRA) may be detailed to a position in the competitive service.

4. Any other detail of an employee in the excepted service to a position in the competitive service may be made only with the prior approval of OPM or under a delegated agreement between the agency and OPM.

4-7. Documentation and Processing:

While details are not actually processed in the payroll system, documentation is required in order to document the employee’s official records; therefore a Personnel Action Request (PAR) must be submitted in HIHRTS. Upon submitting the PAR in HIHRTS, the PBRD will print the request and file it in the employee eOPF. SES detail documentation will be printed and filed by the Executive Resources Division.

## CHAPTER 5. INTERAGENCY ASSIGNMENTS

5-1. Purpose:

1. Interagency Assignments (IA) are temporary assignments of federal employees between federal agencies, i.e. a HUD employee assigned to another federal agency, or a federal employee from another federal agency assigned to HUD.

2. Such assignments are also referred to as Interagency Assignment Agreements (IAA). These terms are used interchangeably; however, for the purpose of this policy, the acronym "IA" will be used.

3. IAs must be a benefit to both agencies.

4. Details with the Federal Emergency Management Agency (FEMA) are considered IAs and must be reviewed and approved by OCHCO.

5. IAs are not used for details with non-federal entities.

5-2. Reimbursement/Funding:

1. IAs are reimbursable whereby the gaining agency pays all salary and expenses of the employee during the assignment. Limited exceptions may be made for non-reimbursable IAs which meet the requirements listed in chapter 3-2 of this policy; i.e. assignments for training or developmental purposes; or those specifically authorized by statute.

2. All necessary and appropriate funding must be available at the time of execution of the IA to support the obligation.

5-3. Training and Developmental Assignments:

1. IAs may include rotational assignments for those employees in training positions such as Presidential Management Fellows (PMF) rotational assignments;

2. IAs for training assignments or developmental positions may be on a non-reimbursable basis; however, a justification must be submitted which explains the training and developmental aspects of the assignment. Specifically, the justification must describe how the assignment will enhance the employee's skill set directly related to the employee's official position of record.

3. Departments may detail, from time to time, employees to the White House Office, the Executive Residence of the White House, the Office of the Vice President, the Domestic Policy Staff, and the Office of Administration. This type of detail requires reimbursement for any assignment period occurring beyond 180 calendar days after the employee is detailed in a fiscal year.

5-4. Interagency Agreement:

1. The agency requesting the assignment must submit a request using the Interagency Agreement form (see Appendix D for template).

   [NOTE: Employees assigned to the Department from other agencies may use their agencies' form if the required information is included.]

2. The agreement must be signed by both agencies and include the information outlined below:

   a. Name, title and grade of the employee;
   b. Approximate length of assignment, e.g. 2 months, 6 months, etc., including proposed effective date, (specific date will be established and annotated on the IA form upon final approval);
   c. Position to which the employee is being assigned and its location;
   d. Purpose of the IA and a brief statement of duties;
   e. Funding and contact information for both agencies;
   f. Performance appraisal and time/attendance reporting requirements;
   g. A statement providing for either agency to immediately terminate the assignment;
   h. Names and contact information of losing agency (the agency to which the employee is permanently assigned) officials;
   i. Names and contact information of gaining agency officials;
   j. Signatures (and dates of signatures) of both agencies' officials.

5-5. Length of Assignments and Recording:

1. IAs lasting longer than 30 calendar days must be recorded in the HIHRTS system;

2. IAs must be made in 120-day increments on the HIHRTS PAR action; however, the IA form should document the entire length of the proposed assignment;

3. Extensions requests for IAs must be submitted at least 30 days prior to the expiration of the detail.

5-6. Request and Approval Process for IAs:

1. Program Offices are responsible for establishing the specifics of an IA with the other agency, including identification and verification of all necessary and appropriate funding, and must have the appropriate Assistant Secretary's approval.
2. All IAs, whether temporarily assigning an employee out of the Department or accepting an employee from another agency, require the approval of the Chief Human Capital Officer (CHCO) or designee. Extensions also require the approval of the CHCO.

3. The requesting Program Office must submit the IA form and justification (if applicable) signed by the GDAS or equivalent to OCHCO/PDB at least 30 days prior to the requested start of the detail.

4. Upon receipt of the IA agreement or a memorandum of understanding, OCHCO/PDB will review for completeness/appropriateness and forward to the CHCO or designee for final approval.

5. OCHCO/PDB will notify the Program Office of the decision to approve/disapprove the IA, usually within 2 weeks of receipt. If approved, OCHCO/PDB will provide the program office with the approved, fully executed agreement.

6. IAs may be approved in 1-year increments and are not to commence until all appropriate approvals, including funding, are obtained.

7. The PDB will provide a copy of the approved, fully executed IA form to the PBRD for inclusion in employee eOPF. The original approved documents will be retained by the PDB.

8. Upon approval, the program office will enter a PAR action into HIHRTS to document the detail. PAR actions must be entered in 120 increments to comply with federal regulations. Therefore, more than one action may be required for IAs in excess of 120 days. IAs are not processed in the payroll system.

## CHAPTER 6. INTERGOVERNMENTAL PERSONNEL ACT (IPA) ASSIGNMENTS

6-1. Purpose: Intergovernmental Personnel Act (IPA) assignments, also known as the IPA mobility program, allows for the temporary assignment of employees between the Federal Government and State, local and Indian tribal governments, institutions of higher education and other eligible organizations. These assignments are intended to facilitate cooperation between the Federal Government and the non-Federal entity through the temporary assignment of skilled personnel.

1. IPA assignments allow employees of Federal agencies to serve with eligible non-Federal organizations for a limited period without loss of employee rights and benefits. Likewise, employees of State and local governments, Indian tribal governments, institutions of higher education and other eligible organizations may serve in Federal agencies for similar periods. Federal agencies must ensure employees placed on IPA assignments have had appropriate training or experience to perform the work required by an assignment.

2. IPA assignments should be of mutual benefit to both organizations and will be carefully examined to ensure it is for sound public purposes and furthers the goals and objectives of the Department and the participating organization. Such assignments may be used to achieve objectives such as:

    a. Strengthening the management capabilities of federal agencies, state, local and Indian tribal governments and other eligible organizations;

    b. Assisting the transfer and use of new technologies and approaches to solving governmental problems;

    c. Facilitating an effective means of involving state and local officials in developing and implementing federal policies and programs; and,

    d. Providing program and developmental experience which will enhance the assignee's performance in his/her regular job.

3. Assignments arranged to meet the personal interests of employees, to circumvent personnel ceilings, or to avoid unpleasant personnel decisions are contrary to the spirit and intent of the IPA mobility program.

4. A non-federal employee coming to the Department on an IPA assignment may not occupy a supervisory/management position or assume a supervisory/management role whereby he/she supervises federal employees; e.g. he/she may not be responsible for making or authorizing personnel actions, including hiring.

6-2. Ethics and Standards of Conduct Provisions:

1. Prior to submitting a request for an employee to participate in an IPA assignment, the program office is responsible for consulting with the OGC to ensure there are no conflicts of interest. Please note, the OCHCO/PDB will be obtaining OGC's concurrence, so failure to consult with OGC on the front end, may slow down the process.

2. A non-federal employee on assignment to a federal agency, whether by appointment or on detail, is subject to a number of provisions of law, regulations and agency standards of conduct governing the ethical and other conduct of federal employees.

3. A non-federal employee on assignment to the federal government is subject to the provisions of 5 U.S.C. chapter 73, Suitability, Security, and Conduct, including restrictions on political activity, and any applicable non-federal prohibitions.

4. Program offices must ensure a non-federal employee assigned to the Department on an IPA assignment is provided with appropriate ethics information. Prior to the start of the assignment, the employee must certify that he/she understands and agrees to the Department's ethics statement. The employee may also be required to attend ethics training as determined by the Department.

6-3. Organization Participation: Organizations participating in the IPA mobility program must relate to public management concerns or governments or universities. An individual must be employed by the organization for at least 90 days in a career position before he/she is eligible for an IPA assignment. Below is a list of the type of organizations eligible for participation in the IPA mobility program:

1. *Indian tribal* government means any Indian tribe, band, nation, or other organized group or community, including any Alaska Native village as defined in the Alaska Native Claims Settlement Act (85 Stat. 668), which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians and includes any tribal organization as defined in section 4(c) of the Indian Self-Determination and Education Assistance Act;

2. *Institution of Higher Education* is a domestic accredited public or private 4-year and/or graduate level college or university, or a technical or junior college;

3. *Local Government* as defined in 5 U.S.C. 3371(2)(A) and (B) is:

    a. Any political subdivision, instrumentality, or authority of a state or states; and

    b. Any general or special purpose agency of such a political subdivision, Instrumentality, or authority;

4. *Other Organization* as defined in 5 U.S.C. 3371(4) is:

    a. A national, regional, statewide, area-wide, or metropolitan organization representing member State or local governments;

b. An association of state or local public officials;
c. A non-profit organization which offers, as one of its principle functions, professional advisory, research, educational, or developmental services, or related services, to governments or universities concerned with public management; or

d. A federally funded research and development center.

5. *State* as defined in 5 U.S.C. 3371(1) is

a. a state of the United States, the District of Columbia, the Commonwealth of Puerto Rico, the Trust Territory of the Pacific Islands, and a territory or possession of the United States; and

b. an instrumentality or authority of a State or States and a Federal-State authority or instrumentality.

6-4. Requirements for Approval of "Other Organizations":

1. Organizations interested in participating in the IPA mobility program as an instrumentality or authority of a State or local government or as an "other organization" must have their eligibility certified by a federal agency. The OCHCO/PDB is responsible for certifications within the Department.

2. In order to be considered for certification, organizations must provide a written request for certification accompanied by a copy of the organization's:

a. Articles of Incorporation;

b. Bylaws;

c. Internal Revenue Service non-profit statement; and

d. Any other information which indicates the organization has a principal function the offering of professional advisory, research, educational, or developmental services, or related services to governments or universities concerned with public management.

3. An organization denied certification by an agency may request reconsideration by OPM.

4. Organizations must only be certified once; therefore, an organization that has been certified is eligible to participate in the IPA mobility program at any federal agency. Organizations may be expected to provide proof of certification if they are not listed on the OPM list of certified organizations.

6-5. Exclusions: Individuals excluded from participation in the IPA mobility program include:

1. Federal, State or local government employees serving under non-career, excepted service, noncompetitive, time-limited, temporary or term appointments;

2. Elected Federal, State or local government officials;

3. Members of uniformed military services and the Commissioned Corps of the Public Health Service and the National Oceanic and Atmospheric Administration; and

4. Students employed in research, graduate or teaching assistant and similar temporary positions.

6-6. Funding, Travel, Relocation and Expenses: IPA assignments may be reimbursable or non-reimbursable. Reimbursable means the Gaining Organization will pay all salary and expenses of the employee during the assignment. Non-reimbursable means the cost of the assignment is borne by the Losing Organization.

1. Cost-sharing arrangements are negotiated between the participating organizations. Costs include basic pay, supplemental pay, fringe benefits, travel and relocation expenses. The negotiated terms of the agreement must be documented and submitted with the final package to OCHCO for review. Specifically, the supporting documentation must include the names of those officials from both the losing and gaining organizations who negotiated the terms, their contact information (i.e. phone number and email address), and how the decision was made to split the funding.

2. Cost-sharing arrangements should be based on the extent to which the participating organizations benefit from the assignment. The larger share of the costs should be absorbed by the organization which benefits most from the assignment. Exceptions might occur when the resources of an organization do not permit costs to be shared on a relative benefit basis. A written justification is required when the Department will incur more than half of the expenses associated with the assignment.

3. The Department may pay the travel expenses of an assignment authorized under the Federal Travel Regulation (FTR) 41 CFR chapters 301-304. Also, the Department may pay per diem allowance at the assignment location in accordance with the FTR.

4. All necessary and appropriate funding must be available at the time of execution of the IPA to support the obligation.

6-7. Length of Assignments: Assignments may be made for up to two years, and may be intermittent, part-time, or full-time. Assignments may be extended for an additional two years if the parties agree.

1. Employees who have participated in the program for four continuous years may not be sent on another assignment without at least a 12-month return to duty (at the organization from which they were originally assigned).

2. Successive assignments without a break of at least 60 calendar days will be regarded as continuous service under the IPA authority.

3. Employee participation in the IPA mobility program may not exceed six years total in his/her federal career. OPM may waive this restriction upon the written request of the agency head or designee.

4. Federal employees must return to their agency upon completion of the IPA assignment and must remain in the federal service for the amount of time equal to the length of the assignment. Employees who fail to carry out this obligation must reimburse the Federal agency for its share of the IPA assignment costs (exclusive of salary and benefits).

5. Unlike other types of temporary assignments, the employee must agree to the IPA.

6-8. Request and Approval Process for IPAs:

1. All IPAs, whether temporarily assigning an employee out of the Department or accepting an employee from another organization, require the approval of the Chief Human Capital Officer (CHCO) or designee. Extensions also require the approval of the CHCO.

2. The program office is responsible for coordinating the specifics of an IPA, obtaining necessary documentation from the participating organization, identifying and verifying necessary and appropriate funding for any reimbursements, and obtaining the appropriate Assistant Secretary's approval.

3. At least 30 days prior to the anticipated start date, the program office must submit an OF-69 (Assignment Agreement), to the OCHCO/PDB. [NOTE: Please disregard the directions on the form which instructs submission to OPM. Certification and approval authority have been delegated to the OCHCO.]

4. In addition to the OF-69, the program office must submit a written justification memo, signed by the appropriate Assistant Secretary, to the OCHCO/PDB. The justification should clearly indicate that the assignment is for sound public purpose and furthers the goals and objectives of the participating organizations.

5. Upon receipt, the OCHCO/PDB will determine if additional information is necessary for approval. If certification is needed, PDB will contact the organization to obtain the required documentation. Once all documentation is received, PDB will prepare the appropriate documentation for approval of the CHCO.

6. Under no circumstances should an IPA assignment be effectuated without proper approvals. The effective date will be established or confirmed upon final approval.

7. OCHCO/PDB will notify the program office of the decision to approve/disapprove the IPA assignment, usually within 2 weeks of receipt. If approved, OCHCO/PDB will provide the program office with the approved documents.

8. Requests for extensions follow the same procedures above (except for certification) and must be received at least 30 days prior to the expiration date of the assignment.

6-9. Termination of an IPA Assignment:

1. Assignments may be terminated at any time by either organization.

    a. Where possible, the party terminating the agreement before the original expiration date should give a 30-day notice to all parties involved.

    b. Notification of termination should be in writing and include reasons for the termination.

2. OPM may terminate an assignment or take other corrective action when an assignment is found to violate the IPA regulations. A mobility assignment must be terminated immediately when the assignee is no longer employed by his/her original employer, regardless of whether the assignment is a detail or an appointment.

3. A Federal employee on an IPA assignment continues to encumber his/her position within the Department during the assignment. The position is subject to any personnel actions that might normally occur. The employee is entitled to resume the duties of that position or be reassigned to another position of like pay and grade upon completion of the IPA assignment.

4. While IPAs are not actually processed in the payroll system, documentation is retained by OCHCO/PDB.

## CHAPTER 7. ADMINISTRATIVE INFORMATION

7-1. Time and Attendance:

1. A **Department employee** on any detail must continue to record leave on HUD's Web Time and Attendance (WebTA) system, to be approved by the employee's official supervisor of record.

2. In addition to entering request in the WebTA system, the Department employee should send an email request to the temporary supervisor, with a cc: to his/her official supervisor of record. Upon approval from the temporary supervisor, the official supervisor of record will approve the leave in the WebTA system.

    a. The employee is responsible for contacting both the temporary and official supervisor of record when requesting unscheduled leave, e.g. sick leave or leave for emergency purposes.

    b. To the maximum extent possible, management will honor previously approved annual leave. Previously approved sick leave will not be rescinded as a result of the implementation of this supplement. Management will adhere to the terms of the CBA and leave policies for future requests. [Supplement item #10]

3. A non-Departmental employee coming to HUD on an IPA or IA assignment must adhere to the parent organization's time and attendance procedures as outlined in the OF-69 or IA Agreement respectively. A non-Departmental employee is responsible for coordinating his/her leave with the supervisors at both the losing and gaining organizations.

7-2. Hours of Duty: While supervisors are encouraged to exercise as much flexibility as possible, work schedules for detailed employees are at the discretion of the temporary supervisor and should be established to meet the needs of each office.

7-3. Telework:

1. A detailed employee currently under a telework agreement may be required to suspend some or all of his/her participation while on a detail assignment. While on detail, the employee must make telework arrangements with his/her temporary supervisor.

2. In accordance with the Telework Policy, HUD Handbook 625.1, employees in training positions may only telework 1 day per week providing:

    a. The temporary supervisor has approved the telework day;
    b. The detail program office Assistant Secretary (or equivalent) has approved the telework day;
    c. The employee reports to the office a minimum of 4 days per week.

        i. If the employee is on a compressed work schedule, adjustments may be needed to ensure the employee reports to the office a minimum of 4 days per week.

    d. The telework program does not impede the progress or ability for the employee to complete all of the requirements of his/her training program.

3. Exceptions to the above stipulations may be made at the discretion of the temporary supervisor for emergency/situational telework in cases where the option to telework is declared. For example, if the office is closed due to inclement weather or other emergency situation, and an employee is under an active telework agreement, he/she may be required to telework at a remote location, even if it is not his/her regularly scheduled telework day.

4. An employee that does not currently work under an active telework agreement may not telework for any period. If the temporary supervisor and the official supervisor of record agree to allow telework, a telework agreement must be completed and approved by the official supervisor of record.

5. As a result of the implementation of this supplement, and with the gaining supervisor's approval, employees will be allowed to maintain Alternate Work Schedule and Individual Telework agreements currently in effect. Alternate Work Schedules and Telework shall continue to be administered in accordance with their respective policies and the terms of the Collective Bargaining Agreement (CBA). [Supplement item #2]

7-4. <u>Performance Appraisals:</u>

1. Department employees must receive performance plans for details and/or other temporary assignments which are expected to last at least 90 days. Written performance plans must be communicated within the first 30 days of the detail or temporary assignments or as soon as possible after the beginning of the detail or temporary assignment.

2. Department employees who have spent at least 90 days in their permanent position are rated on each critical element for their permanent position by their permanent supervisor. Employees who have spent at least 90 days on a detail or other temporary assignment are rated on each critical element established for the detail or temporary assignment by the temporary supervisor. (This procedure assumes that the employee has worked under a performance plan for the minimum time required.)

3. The permanent supervisor receives all element ratings, converts them to a summary rating, and then follows normal rating procedures. [NOTE: The ePerformance system will automatically calculate the summary rating based on the ratings assigned each critical element].

4. The temporary supervisor will receive all the element ratings and convert them to a summary rating, following normal rating procedures when the temporary supervisor:

    a. Has supervised the employee for at least 90 days (with the employee working under elements and standards for the minimum time); and

    b. Is still supervising the employee at rating time.

5. Refer to the HUD Performance Management Plan Handbook for additional information regarding Performance Management.

6. Employee affected by this supplement shall receive performance plans and ratings, as applicable, in accordance with the Collective Bargaining Agreement and Departmental Performance Policy. [Supplement #11]

7. Performance feedback for a non-Departmental employee assigned to HUD on an IPA or IA assignment may be requested by the other organization or agency. In accordance with the OF-69 or IA Agreement respectively, HUD supervisors should provide this information for consideration in the evaluation of the employee's performance appraisal.

8. Any information received from the gaining organization that affects employees' performance evaluations must be substantiated. [Supplement item #17]

7-5. <u>Other AFGE Bargaining Unit Employee Provisions:</u>

1. HUD shall provide information on the HUD@Work website (or any successor departmental website) regarding the Details, IA, and IPA Assignments Policy, including information on how to participate in such assignments. [Supplement item #3]

2. No employee shall be permanently removed from the bargaining unit as a result of being assigned on a Detail, IA or IPA assignment. Management is responsible for

advising employees when an applicable assignment is outside the bargaining unit. [Supplement item #4]

3. No adverse action shall be taken against any bargaining unit employee in connection with either requesting or being assigned on a Detail, IA, or IPA assignment. This policy shall not have any adverse impact on any employee's promotion, within grade increase, or career ladder position. [Supplement item #5]

4. Decisions related to employees being assigned on Details, IA, or IPA may not be based on political affiliation, labor organization affiliation or non-affiliation, marital status, race, color, religion, gender, sexual orientation, sex, national origin, disability, or age. [Supplement item #6]

5. HUD shall notify each Local Union regarding local changes that may occur to bargaining unit employees in connection with Details, IA, or IPA assignments. [Supplement item #7]

6. Bargaining unit employees' eligibility for other training opportunities and training funds through their permanent offices shall not be affected as a result of participating in Detail, IA, or IPA assignments. To the extent practicable and appropriate, employees participating in a Detail, IA, or IPA assignment may be permitted to attend training that was scheduled before the assignment was finalized. [Supplement item #8]

7. There shall be no adverse impact to any reasonable accommodation of any affected employee who is assigned on a Detail, IA, or IPA assignment. Management shall not discriminate against any employee with a reasonable accommodation who request or participates in an assignment covered by this policy, provided that the employee is able to perform the duties of the assignment under the existing reasonable accommodation. [Supplement item #9]

8. Upon request by the Union, HUD shall provide a copy of each Detail, IA, or IPA assignments advertised, and shall provide information about such assignments that have been filled or cancelled. [Supplement item #12]

9. The geographic location of an employee's permanent program office shall not be a bar for consideration for Details, IA, or IPA assignments. Nevertheless, an employee's geographic location may be considered a significant factor in the assignment to the extent that funds for travel may be limited. [Supplement item #13]

10. Any substantive changes made to Handbook 750.1, including referenced procedures and forms, subsequent to the current negotiations shall be subject to notice and negotiation. [Supplement item #14]

11. The terms of the agreement reached in this mid-term negotiation shall be incorporated into the successor collective bargaining agreement that follows the existing 1998 HUD-AFGE national collective bargaining agreement. [Supplement item #15]

12. When provisions of the Departmental policy are inconsistent with or contradict this supplement, this supplement will prevail. [Supplement item #16]

13. Lateral movements shall specifically be made in accordance with the negotiated terms of Article 27 and the Agreement. Rotational Assignments under RAP shall specifically be made in accordance with the negotiated terms of Supplement 137 and the Agreement. Details, Interagency Agreement Assignments and Intergovernmental Personnel Act Assignments shall specifically be made in accordance with the negotiated terms of the Supplement and the Agreement. [Supplement item #18]

14. Parties agree that the Details, Interagency Agreement Assignments and Intergovernmental Personnel Act Assignments Policy and Procedures Handbook, Management will conform the agreed upon supplement and issue as the Details, IA and IPA Policy and procedures handbook for AFGE bargaining unit employees. [Supplement item #19]

## Summary Chart

| Employee | Assignment | Permitted/Not Permitted | Documentation | Approval Level |
|---|---|---|---|---|
| HUD Employee | Reimbursable Detail (Across Program Lines within the Department) | Permitted | Details Funding Certification Form. | PPAS |
| HUD Employee | Non- Reimbursable Detail (Across Program Lines within the Department) | Not Permitted* | N/A | N/A |
| HUD Employee | Reimbursable IA | Permitted | Interagency Agreement Form; Justification memo, Instructions and Guidelines form. | CHCO |
| HUD Employee | Non-Reimbursable IA | Not Permitted* | N/A | N/A |
| Non-HUD Employee | Reimbursable IA | Permitted | Interagency Agreement Form; Justification memo, Instructions and Guidelines form.** | CHCO |
| Non-HUD Employee | Non-Reimbursable IA | Not Permitted* | N/A | N/A |
| HUD Employee | Reimbursable or Non-Reimbursable IPA | Permitted | OF-69, Justification memo, Instructions and Guidelines form.*** | CHCO |
| Non-HUD Employee | Reimbursable or Non-Reimbursable IPA | Permitted | OF-69, Justification memo, Ethics Review Form, Instructions and Guidelines form.*** | CHCO |

* May be permitted only if assignment meets one of the exceptions for non-reimbursement as outlined in Chapter 3-2 of this policy. Justification memo signed by GDAS or equivalent is required. Details Funding Certification Form or Interagency Agreement Form required as appropriate.

** Non-HUD Federal employees coming to the Department may use their agencies' form or MOU provided it includes all necessary information as specified in Chapter 5-4 of this policy.

*** Additional certification documents are required (see Chapters 6-3 and 6-4) if the non-Federal organization has not been certified to participate in IPA assignments.

# DETAILS FUNDING CERTIFICATION FORM

**For Use With Internal Details Across Program Lines**

(Details With The Same Funding Source Do Not Require The Use Of This Form)

_____

**Employee Name** **Current Organization**

**Current Title, Series, Grade, Step:**_____

**Detail Position Title, Series & Grade:** _____

**Salary:** _____ **Any other Payments, Bonuses, Incentives, Benefits:** _____

**Start Date:** _____ **End Date:** _____ **From: Pay Period #** _____**To: Pay Period #** _____

NOTE: Effective Dates must start and end at the beginning of the pay period. Assignment may not begin until all approvals are obtained.

## TYPE OF ASSIGNMENT

☐ Reimbursable (Funds Must Be Available At The Time Of Agreement.)

☐ Non-Reimbursable (Please select reason below for non-reimbursement and attach a justification memo signed by GDAS or equivalent.)

- ☐ Training Assignment
- ☐ Developmental Assignment
- ☐ Assignment based on statutory exceptions

## GAINING ORGANIZATION

Program Office:_____

Duty Location:_____

**Accounting Information that funds will be transferred from:**

Fiscal Year: _____ Fund: _____ Budget Org: _____ BOC:_____

**I certify that the funds ARE available for reimbursement to the losing organization. (Complete this section if assignment will be made on a reimbursable basis).**

Budget Officer's Name (Please Print): _____

Signature: _____ DATE: _____

Assistant Secretary or Equivalent Name (Please Print): _____

Signature: _____ DATE: _____

## LOSING ORGANIZATION

Program Office:_____

Duty Location:_____

**Accounting Information that funds will be transferred to:**

Fiscal Year: _____ Fund: _____ Budget Org: _____ BOC:_____

Assistant Secretary or Equivalent Name (Please Print): _____

Signature: _____ DATE: _____

## POLICY, PROGRAMS AND ADVISORY STAFF REVIEW & CONCURRENCE

☐ **Recommended Approval** ☐ **Recommended Disapproval**

**Name, Title (Please Print):** _____

Signature: _____ Date: _____

**Comments Required if recommending Disapproval:** _____

_____

## HUMAN CAPITAL SERVICES/OCHCO DECISION

☐ **Approved** ☐ **Disapproved**

**Name, Title (Please Print):** _____

Signature: _____ Date: _____

**GAINING OFFICE: Upon Approval – e-mail this form to:**

**MARY.L.DOMINGUEZ@HUD.GOV**
**AND**
**SUZANNE.L.MARTINEZ@HUD.GOV**

**SENSITIVE INFORMATION:** The information collected on this form is considered sensitive and is protected by the Privacy Act. The Privacy Act requires that these records be maintained with appropriate administrative, technical and physical safeguards to ensure security and confidentially. In addition these records should be protected against any anticipated threats or hazards to their security or integrity which could result in substantial harm, embarrassment, inconvenience, or unfairness to any individual on whom the information is maintained.

Department of Housing and Urban Development

# INTERAGENCY AGREEMENT

For Use With Temporary Assignments Between Federal Agencies

## I. GENERAL

This agreement documents the arrangement for a temporary assignment between the Department and another Federal Agency. This agreement and all documents and actions pursuant to it shall be governed by applicable statues, regulations, directives, and procedures of the United States.

Extensions will require the approval of both agencies. During this detail, the employee will not be assigned to any office, organization, or position other than stated in this agreement without prior written consent of both agencies. This detail may be terminated at any time by either agency.

*A. Employee Name*

*B. Current Position Title*

*C. Pay Plan, Series, Grade (if applicable)*

*D. Assignment is* ☐ New ☐ Extension

*E. Projected Start and End Dates*

*FOR OCHCO USE ONLY – CONFIRM DATES HERE*
START: END:

HR SPECIALIST:

## II. LOSING AGENCY INFORMATION

*A. Name and Address of Agency (Including specific office or division)*

*B. POC Info (Including name, phone number and email address)*

## III. GAINING AGENCY INFORMATION

*A. Name and Address of Agency (Including specific office or division)*

*B. POC Info (Including name, phone number and email address)*

## IV. PURPOSE

*Explain what employee will be doing while on this detail; i.e. list major duties and responsibilities. Attach additional pages if necessary.*

## V. ADMINISTRATIVE, FUNDING AND REGULATORY INFORMATION

*A.* **Salary and Benefits:** This assignment is being made on the following basis:

- ☐ REIMBURSABLE – Salary and benefits will be reimbursed to the Losing Department/Agency (IAW 31 U.S.C. § 1535); or
- ☐ NON-REIMBURSABLE – Please select reason for non-reimbursement below:
  - o Training or Developmental Assignment which benefits both organizations; or
  - o Reimbursement not required under (e.g. White House Provision under Title 3 of the U.S. Code):

    _____

**NOTE: Travel and Per Diem:** *Associated travel and per diem expenses incidental to official travel for the detail will be incurred by the office responsible for assignment costs*.

*B.* **Performance Evaluations:** *The gaining supervisor must provide any requested information to the supervisor of the losing organization for consideration in the employee's performance appraisal. Please specify any other terms related to performance evaluation here:*

*C.* **Time and Attendance:** *Specify what time and attendance system will be used, how leave procedures will be handled, employee responsibility for coordinating and requesting leave, etc. NOTE: Other pay entitlements such as overtime are not authorized.*

## VI. AUTHORIZATION OF INTERAGENCY (DETAIL) AGREEMENT

| | |
|---|---|
| Losing Agency Approvals | *Name, Title and Date*<br><br>X |
| | *Name, Title and Date*<br><br>X |
| Gaining Agency Approvals | *Name, Title and Date*<br><br>X |
| | *Name, Title and Date*<br><br>X |

*OF 69 # (REV. 2-89)*
*U.S. Office of Personnel Management*
*FPM Chapter 334*

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

INSTRUCTIONS

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

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

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

Within 30 days of the effective date of the assignment, two copies of this form must be sent to:

U.S. Office of Personnel Management
Personnel Mobility Program
Staffing Operations Division/CEG
1900 E street, NW
Washington, D.C. 20415

Procedural questions on completing the assignment agreement form or on other aspects relating to the mobility program should be addresses to either mobility program coordinators in each Federal agency or to the staff of the Personnel Mobility Program is the U.S. Office of Personnel Management.

## PART 1 - NATURE OF THE ASSIGNMENT AGREEMENT

1. Check Appropriate Box

☐ New Agreement ☐ Modification ☐ Extension

## PART 2 - INFORMATION ON PARTICIPATING EMPLOYEE

2. Name *(Last, First, Middle)*

3. Social Security Number

4. Home Address (Street, City, State, Zip Code)

5.- **A.** Have you ever been on a mobility assignment?

☐ YES ☐ NO

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

From To

## PART 3 - PARTIES TO THE AGREEMENT

6. Federal Agency *(List office, bureau or organizational unit which is party to the agreement)*

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

8. Is assignment being made through a faculty fellows program? If "YES", give name of the program.

☐ YES ☐ NO

## PART 4 - POSITION DATA

A - Position Currently Held

9. Employment Office Name and Address (Street, City, State and ZIP Code)

10. Employee's Position Title

11. Office Telephone Number (Include the Area Code)

12. Immediate Supervisor *(Name and Title)*

B - Type of Current Appointment

13. Federal Employees *(Check appropriate box.)*

☐ Career Competitive

☐ Other *(Specify)*:

Grade Level

14. State and Local Employees

State or Local Annual Salary

Original Date Employed by the State or Local Government *(Month, Day, Year)*

C - Position To Which Assignment Will Be Made

15. Employment Office Name and Address *(Street, City, State and ZIP Code)*

16. Assignee's Position Title

17. Office Telephone Number *(Include the Area Code)*

18. Immediate supervisor *(Name and Title)*

## PART 5 - TYPE OF ASSIGNMENT

19. Check Appropriate Boxes

- ☐ On detail from a Federal agency
- ☐ On leave c from a Federal agency
- ☐ On detail to a Federal agency
- ☐ On appointment in a Federal agency

- ☐ Full Time
- ☐ Part Time
- ☐ Intermittent

20. Period of Assignment (Month, Day, Year)

From | To

## PART 6 - REASON FOR MOBILITY ASSIGNMENT

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

## PART 7 - POSITION DESCRIPTION

22. List the major duties and responsibilities to be performed while on the mobility assignment.

## PART 8 - EMPLOYEE BENEFITS

23. Rate of Basic Pay During Assignment

24. Special Pay Conditions *(Indicate any conditions that could increase the assigned employee's compensation during the assignment period)*

25. Leave Provisions *(Indicate the annual and sick leave benefits for which employee is eligible. Specify the procedures for reporting, requesting and recording such leave.)*

## PART 9 - FISCAL OBLIGATIONS

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

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

27. State or Local Government agency Obligations

## PART 10 - CONFLICTS OF INTEREST AND EMPLOYEE CONDUCT

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

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

## PART 11 - OPTIONS

30. Indicate coverage "**N/A**", if not applicable.

A. Federal Employees Group Life Insurance

☐ Covered ☐ N/A

B. Federal Civil Service Retirement system or federal Employees Retirement System

☐ Covered ☐ N/A

C. Federal employee Health Benefits

☐ Covered ☐ N/A

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

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

## PART 12 - TRAVEL AND TRANSPORTATION

33. Indicate: (1) Whether the Federal agency or State or local agency will pay travel and transportation expenses to, from, and during the assignment as specified in Chapter 3344 of the Federal Personnel Manual, and (2) which travel and relocation expenses will be included.

## PART 13 - APPLICABILITY OF RULES, REGULATIONS AND POLICIES

34. Check Appropriate Boxes.

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

## PART 14 - CERTIFICATION OF ASSIGNED EMPLOYEE

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

| 35. Location of Assignment *(Name of Organization)* | 36. Date *(Month, Day, Year)*<br>From To |
|---|---|
| 37. Signature of Assigned Employee | 38. Date of Signature *(Month, Day, Year)* |

## PART 15 - CERTIFICATION OF APPROVING OFFICIALS

In signing this agreement, we certify that;

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

| State or Local Government Agency | Federal Agency |
|---|---|
| 39. Signature of Authorizing Officer | 40. Signature of Authorizing Officer |
| 41. Date of Signature *(Month, Day, Year)* | 42. Date of Signature *(Month, Day, Year)* |
| 43. Typed Name and Title | 44. Typed Name and Title |

# PRIVACY ACT STATEMENT

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

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

Department of Housing and Urban Development

# Intergovernmental Personnel Act Assignment
# Office of General Counsel Review

For Use With Intergovernmental Personnel Assignments

| | |
|---|---|
| **I. PURPOSE:** This form provides a summary of the proposed arrangement between the Department of Housing and Urban Development (HUD) and an eligible organization under Title IV of the Intergovernmental Personnel Act (IPA) of 1970 (5 U.S.C. 3371-3376). Departmental policy requires the Office of General Counsel (OGC) to review such agreements for non-federal employees being assigned to the Department to ensure the assignment does not pose a conflict of interest. | |
| *A. Employee Name (Last, First, Middle)* | |
| *B. Current Position Title* | |
| *C. Pay Plan, Series, Grade (if applicable)* | |
| *D. Assignment is* New ☐ Extension | *E. Projected Start and End Dates* |
| **II. PARENT ORGANIZATION** | **III. GAINING ORGANIZATION** |
| *A. Name of Organization (Including specific office or division)* | *B. Name of Organization (Including specific office or division)* |

**IV. OGC REVIEW OF IPA AGREEMENT**

☐ CONCUR: There are no conflict-of-interest implications associated with this IPA agreement which would prevent this assignment. OGC will advise employee of ethics rules and any necessary training while assigned to HUD.

☐ NON-CONCUR: There are conflict-of-interest implications associated with this IPA agreement. Due to ethical concerns, OGC does not recommend this assignment.

Comments:

*Name, Title*

Signature Date

**V. OCHCO RECEIPT AND ACKNOWLEDGEMENT**

*Name, Title*

Signature Date

**INTERGOVERNMENTAL PERSONNEL ACT (IPA) ASSIGNMENTS**
**& INTERAGENCY ASSIGNMENTS**

# INSTRUCTIONS AND GUIDELINES

## *For Managers, Supervisors, Administrative Officers and Participants*

- A complete request package must be submitted to OCHCO for approval - a minimum of 30 days in advance of the projected effective date.
- Under no circumstances may a detail start prior to obtaining approval.
- The agreement that was approved has the duties and responsibilities outlined. While we understand that the duties listed may not be all inclusive, the assigned duties must be related to those in the agreement.
- The participant may NOT be moved to any office – OR other program office under any circumstances without prior approval from the OCHCO who will also engage the OGC Ethics office.
- The OCHCO/Policy, Programs, and Advisory Staff **MUST** be notified upon termination of this assignment – for any reason.
- IPA participants may not serve in Supervisory or Managerial positions and may not have any authority inferred with that type of responsibility, such as approving leave, hiring, disciplinary actions, performance review, etc.

## *Acknowledgements*

*Immediate Supervisor:*
Print Name: _____

Signature:_____ DATE: _____

*Participant:*
Print Name: _____

Signature:_____ DATE: _____