

**ADS Chapter 437 - TEMPORARY ASSIGNMENTS UNDER THE  
INTERGOVERNMENTAL PERSONNEL ACT**

**Table of Contents**

<a href="#"><u>437.1</u></a>	<a href="#"><u>Authority</u></a> .....	<a href="#"><u>3</u></a>
<a href="#"><u>437.2</u></a>	<a href="#"><u>Objective</u></a> .....	<a href="#"><u>3</u></a>
<a href="#"><u>437.3</u></a>	<a href="#"><u>Responsibility</u></a> .....	<a href="#"><u>3</u></a>
<a href="#"><u>437.4</u></a>	<a href="#"><u>Definitions</u></a> .....	<a href="#"><u>5</u></a>
<a href="#"><u>437.5</u></a>	<a href="#"><u>POLICY</u></a> .....	<a href="#"><u>6</u></a>
<a href="#"><u>437.5.1</u></a>	<a href="#"><u>ASSIGNMENT OF USAID EMPLOYEES TO A PARTICIPATING ORGANIZATION</u></a> .....	<a href="#"><u>6</u></a>
<a href="#"><u>E437.5.1</u></a>	<a href="#"><u>Assignment of USAID Employees to a Participating Organization</u></a> .....	<a href="#"><u>6</u></a>
<a href="#"><u>437.5.2</u></a>	<a href="#"><u>ASSIGNMENT OF PARTICIPATING ORGANIZATION EMPLOYEES TO USAID</u></a> .....	<a href="#"><u>6</u></a>
<a href="#"><u>E437.5.2</u></a>	<a href="#"><u>Assignment of Participating Organization Employees to USAID</u></a> .....	<a href="#"><u>7</u></a>
<a href="#"><u>437.5.3</u></a>	<a href="#"><u>STATUTORY PROVISIONS</u></a> .....	<a href="#"><u>8</u></a>
<a href="#"><u>E437.5.3</u></a>	<a href="#"><u>Statutory Provisions</u></a> .....	<a href="#"><u>9</u></a>
<a href="#"><u>437.5.4</u></a>	<a href="#"><u>ASSIGNMENT AGREEMENTS</u></a> .....	<a href="#"><u>9</u></a>
<a href="#"><u>E437.5.4</u></a>	<a href="#"><u>Assignment Agreements</u></a> .....	<a href="#"><u>9</u></a>
<a href="#"><u>437.5.4a</u></a>	<a href="#"><u>DURATION, EXTENSION AND TERMINATION OF ASSIGNMENTS</u></a> .....	<a href="#"><u>9</u></a>
<a href="#"><u>E437.5.4a</u></a>	<a href="#"><u>Duration, Extension and Termination of Assignments</u></a> .....	<a href="#"><u>10</u></a>
<a href="#"><u>437.5.4b</u></a>	<a href="#"><u>ASSIGNMENT PROVISIONS</u></a> .....	<a href="#"><u>10</u></a>
<a href="#"><u>E437.5.4b</u></a>	<a href="#"><u>Assignment Provisions</u></a> .....	<a href="#"><u>13</u></a>
<a href="#"><u>437.5.4c</u></a>	<a href="#"><u>REIMBURSEMENT PROVISIONS</u></a> .....	<a href="#"><u>13</u></a>
<a href="#"><u>E437.5.4c</u></a>	<a href="#"><u>Reimbursement Provisions</u></a> .....	<a href="#"><u>14</u></a>
<a href="#"><u>437.5.4d</u></a>	<a href="#"><u>TRAVEL AND TRANSPORTATION</u></a> .....	<a href="#"><u>14</u></a>
<a href="#"><u>E437.5.4d</u></a>	<a href="#"><u>Travel and Transportation</u></a> .....	<a href="#"><u>15</u></a>
<a href="#"><u>437.5.4e</u></a>	<a href="#"><u>COMPENSATION</u></a> .....	<a href="#"><u>16</u></a>
<a href="#"><u>E437.5.4e</u></a>	<a href="#"><u>Compensation</u></a> .....	<a href="#"><u>17</u></a>
<a href="#"><u>437.5.4f</u></a>	<a href="#"><u>ALLOWANCES AND DIFFERENTIALS</u></a> .....	<a href="#"><u>17</u></a>
<a href="#"><u>E437.5.4f</u></a>	<a href="#"><u>Allowances and Differentials</u></a> .....	<a href="#"><u>17</u></a>
<a href="#"><u>437.5.4g</u></a>	<a href="#"><u>ATTENDANCE AND LEAVE</u></a> .....	<a href="#"><u>17</u></a>
<a href="#"><u>E437.5.4g</u></a>	<a href="#"><u>Attendance and Leave</u></a> .....	<a href="#"><u>20</u></a>
<a href="#"><u>437.5.4h</u></a>	<a href="#"><u>EMPLOYEE BENEFITS</u></a> .....	<a href="#"><u>20</u></a>
<a href="#"><u>E437.5.4h</u></a>	<a href="#"><u>Employee Benefits</u></a> .....	<a href="#"><u>24</u></a>
<a href="#"><u>437.5.4i</u></a>	<a href="#"><u>EMPLOYEE DEVELOPMENT</u></a> .....	<a href="#"><u>24</u></a>

<a href="#">E437.5.4i</a>	<a href="#">Employment Development</a> .....	<a href="#">24</a>
<b><a href="#">437.5.5</a></b>	<b><a href="#">JOINT CAREER CORPS PROGRAM (JCC) AND REVERSE JOINT CAREER CORPS (RJCC)</a></b> .....	<b><a href="#">24</a></b>
<a href="#">E437.5.5</a>	<a href="#">Joint Career Corps Program (JCC) and Reverse Joint Career Corps (RJCC)</a> .....	<a href="#">25</a>
<a href="#">437.5.5a</a>	<a href="#">NATURE OF ASSIGNMENTS</a> .....	<a href="#">25</a>
<a href="#">E437.5.5a</a>	<a href="#">Nature of Assignments</a> .....	<a href="#">25</a>
<a href="#">437.5.5b</a>	<a href="#">PERFORMANCE EVALUATION</a> .....	<a href="#">25</a>
<a href="#">E437.5.5b</a>	<a href="#">Performance Evaluation</a> .....	<a href="#">25</a>
<a href="#">437.5.5c</a>	<a href="#">REIMBURSEMENT PROVISIONS</a> .....	<a href="#">26</a>
<a href="#">E437.5.5c</a>	<a href="#">Reimbursement Provisions</a> .....	<a href="#">26</a>
<b><a href="#">437.6</a></b>	<b><a href="#">Supplementary Reference</a></b> .....	<b><a href="#">27</a></b>
<b><a href="#">437.7</a></b>	<b><a href="#">Mandatory Reference</a></b> .....	<b><a href="#">27</a></b>

**Functional Series 400: Personnel**  
**ADS Chapter 437 - Temporary Assignments under the Intergovernmental Personnel Act**

**437.1 Authority**

1. Title IV, Intergovernmental Personnel Act of 1970, as amended
2. [5 USC 3371-3376](#)
3. [5 CFR 334](#)
4. [The Foreign Service Act of 1980](#)
5. [3 FAM 1536](#)
6. [Section 545, Child Survival and AIDS Activities, of the Foreign Assistance Appropriations Act](#)

**437.2 Objective**

This chapter sets forth the policies, regulations and procedures, which govern the temporary assignment of personnel under Title IV of the Intergovernmental Personnel Act (IPA) of 1970, as amended.

This chapter applies to the temporary overseas assignment of university faculty members under the Joint Career Corps (JCC) Program. JCC assignments are implemented as details under Title IV of the IPA, as amended. This chapter also applies to the temporary assignment of USAID Foreign Service (FS) and Senior Foreign Service (SFS) members to participating universities in the United States under the Reverse Joint Career Corps (RJCCs) Program. RJCC assignments are implemented as details under Title IV of the IPA, as amended.

**437.3 Responsibility**

1. U.S. Office of Personnel Management (OPM) is responsible for the following:

Issuing regulations regarding the implementation and administration of assignments under Title IV of the Intergovernmental Personnel Act (IPA). OPM provides guidance and direction concerning all aspects of the IPA program and monitors overall usage of this authority through periodic evaluations.

2. Assistant Administrator for Management (AAM) or designee is responsible for the following:

Authorizing all assignments, whether by appointment or by detail,

under the provisions of this chapter for all employees (except for BS-08, Inspector General Office employees) and determines the funding source(s).

3. Office of the Inspector General (IG) or designee is responsible for the following:

Authorizing all assignments, extensions and/or replacement personnel whether by appointment or by detail, under the provisions of this chapter for BS-08 employees.

4. Bureau for Management, Office of Human Resources (M/HR) is responsible for the following:
  - a. Monitoring selection criteria based on Agency priorities.
  - b. Approving assignment terms, conditions and rates of compensation. All Assignment Agreements are signed by the Director of Human Resources or designee.
  - c. Preparing periodic evaluation reports for OPM and providing other information as requested or required.
5. Bureau for Management, Office of Human Resources, Executive Management Staff (M/HR/EM) and Personnel Operations Division (M/HR/POD) are responsible for the following:
  - a. The overall management of IPA, Joint Career Corps (JCC), and Reverse Joint Career Corps (RJCC) assignments within USAID and ensuring that all assignments are effected in accordance with applicable laws, regulations, and internal policies and procedures.
  - b. Ensuring that all required personnel actions for employees assigned under the IPA, JCC and RJCC are effected in accordance with applicable laws, regulations and Agency policies, e.g., obtaining necessary security and medical clearances (or waivers, as appropriate); ensuring that the descriptions of duties to be performed are current, accurate and appropriately classified; processing assignment actions; obtaining required performance evaluation reports of USAID employees under IPA assignments; and processing periodic step increases and pay actions as applicable.
  - c. Providing technical guidance to Missions, USAID/W Bureaus and Offices, participating organizations, and IPA, JCC or

RJCC participants.

6. Bureau for Management, Office of Financial Management (M/FM) is responsible for the following:

Ensuring that all fiscal obligations specified in, or required as a result of, USAID's participation in an IPA, JCC, or RJCC agreement are satisfied in accordance with applicable laws, Federal regulations and internal policies and procedures.

7. USAID Geographic Bureaus and Independent Offices are responsible for the following:

- a. Advising M/HR/POD of long-range plans and requirements, initiating requests for the assignment of participating organization employees to USAID in accordance with established procedures and participating in the preliminary negotiations with participating organizations.
- b. In conjunction with M/HR/POD, establishing selection criteria and preparing the description of duties for the position.
- c. When it is in the interest of the Agency and the employee, concurring in the release of a Bureau or Office employee for assignment to a participating organization under this chapter.

8. Employees are responsible for the following:

Fulfilling the terms and conditions to which they have agreed by signing the Assignment Agreement.

9. Office of the General Counsel/Deputy Ethics Officials (GC/EA) are responsible for the following:

Counseling candidates for IPA assignments on potential conflicts of interest or related matters.

10. IPA Participants, JCC and RJCC Members are responsible for the following:

Fulfilling the terms and conditions of the IPA agreement and "umbrella" JCC Agreement to which they have agreed.

For IPA (See Mandatory Reference [5 CFR 334.102](#))

## **437.5 POLICY**

The statements contained within the .5 section of this ADS chapter are the official Agency policies and corresponding essential procedures.

### **437.5.1 ASSIGNMENT OF USAID EMPLOYEES TO A PARTICIPATING ORGANIZATION**

USAID Employees may be assigned to a participating organization by detail or by appointment, as follows:

#### **a) By Detail**

USAID employees detailed to a participating organization shall be considered USAID employees in all respects except supervision, and retain all the rights and benefits of Federal employment. They shall be paid by USAID and count against USAID's full-time equivalent (FTE) ceiling, unless the participating organization pays 50 percent or more of the employee's salary costs.

#### **b) By Appointment**

USAID employees may be granted Leave Without Pay (LWOP) and subsequently be appointed to a participating organization. Such employees, although paid by the participating organization, remain USAID employees and retain all the rights and benefits of Federal employment. Service under the Intergovernmental Personnel Act (IPA) is creditable in full for Federal salary purposes, including within-grade increases, retention, and leave accrual purposes. Employees on LWOP remain incorporated in the Agency's personnel system but do not count against the FTE ceiling after the first 30 days of their IPA assignment.

### **E437.5.1 Assignment of USAID Employees to a Participating Organization**

### **437.5.2 ASSIGNMENT OF PARTICIPATING ORGANIZATION EMPLOYEES TO USAID**

Employees of participating organization employees may be assigned to USAID by detail or by appointment, as follows:

#### **a) By Detail**

Employees of a participating organization may be detailed to

USAID. Such personnel remain employees of their parent organization for all purposes except that they are subject to the Federal and USAID regulations. Employees on detail to USAID do not count against the FTE ceiling. Participants involved in the TAACS and USAID programs do not count against the FTE ceiling.

Employees shall be assigned to an established position or to a set of ad hoc duties that have been given a GS-equivalency grade. Such assignments are controlled by the USAID supervisor to the extent required to ensure that the services provided are productive and mutually beneficial and that the costs do not exceed the amount allocated. Detailees normally serve on staff assignments or in an advisory capacity rather than performing line management functions. Detailees serve under USAID supervision.

b) By Appointment

Employees of participating organizations may be appointed to USAID while on LWOP from their parent organization. Appointees are USAID employees for all purposes except entitlement to retirement and other benefit programs. IPAs may be appointed to General Schedule and Senior Executive Service positions.

Personnel appointed to USAID are included in USAID's personnel system. Appointees count against the FTE ceiling.

Appointments, rather than details, shall be used if supervision of USAID employees or line management responsibilities are involved. IPA appointments may be used to temporarily fill USAID positions only when such positions clearly and demonstrably cannot be filled by the promotion or reassignment of a qualified career employee and recruitment is neither feasible nor appropriate.

#### **E437.5.2 Assignment of Participating Organization Employees to USAID**

The assignment of participating organization employees to USAID shall be initiated by USAID Geographic Bureaus and Offices. All IPA assignments, whether by detail or by appointment, must be authorized by the Assistant Administrator for Management (AA/M). After this authorization has been received, the requesting office must submit to the Bureau for Management, Office of Human Resources, Personnel Operations Division (M/HR/POD) a completed Request for Employment Under the Intergovernmental Personnel Act of 1970, form AID 410-2, and pre-employment forms, which include an updated Application for Federal Employment, form SF-171. The requested effective date of assignment

must provide adequate time to complete the required security clearance and negotiations among all parties to the agreement.

### **437.5.3 STATUTORY PROVISIONS**

The following statutory provisions apply to all personnel on temporary assignments under the IPA:

a) Liability Statutes

The Federal tort claims statutes and any other Federal tort liability statute shall apply to all personnel assigned under this chapter.

b) Privacy Act and Freedom of Information Act

Assignment Agreements and other records pertaining to IPA assignments are subject to the provisions of the Privacy Act of 1974 and the Freedom of Information Act of 1967, as amended. Disclosure of information under the provisions of either Act shall be made only in accordance with the regulations set forth in ADS Chapters **507** and **508**, as appropriate. Requests for information under the provisions of either Act shall be sent to USAID's Customer Outreach and Oversight Staff (M/AS/IRD). (See [ADS 507](#) and [ADS 508](#).)

c) Employee Responsibilities, Conduct and Political Activity

1. Employees assigned under this chapter, whether to or from USAID, are subject to the Federal statutory and regulatory provisions which govern ethical and other standards of conduct, conflicts of interest, suitability, security, and limitations on political activity; and to applicable state and local government statutory and regulatory provisions. Prospective employees shall be informed, and provided a copy, of such regulations, and shall indicate in writing on the assignment agreement that such information and documentation has been received. (Contact GC/EA for more information.)
2. Before any proposed disciplinary or adverse action is taken against an employee assigned to USAID under the IPA, representatives of the participating organization and USAID shall consult concerning the proposed action. Issues to be resolved will include responsibility and jurisdiction for the action, suitability of the proposed action, and protection of



employee rights and appeals.

- d) Employee as used in this chapter includes any individual serving in a Federal agency under a career or career-conditional appointment including career appointees in the Senior Executive Service, individuals under appointments of equivalent tenure in excepted service positions, and presidential management interns; or an individual employed for at least 90 days in a career position with a State, local, or Indian tribal government, institution of higher education, or other eligible organization. **(See Mandatory reference [5 CFR 334.102](#))**

### **E437.5.3 Statutory Provisions**

#### **437.5.4 ASSIGNMENT AGREEMENTS**

IPA assignments are implemented using an Assignment Agreement, form OF 69. The agreement documents the conditions of the assignment including job duties, fiscal obligations and employee benefits, rights and obligations.

Before an agreement is effected, USAID and the participating organization must reach all necessary agreements regarding allotment and appropriation charges for salaries and allowances. Financial costs and billing instructions must be specified in the agreement, including the billing addresses of both the host and lending agencies; starting and ending dates; name, grade, step, and salary of the employee; names of contact persons; and any other pertinent billing information.

Assignees must be informed of their choices in connection with their rights and benefits, including retirement, group life insurance or health benefits programs, and of their obligations and responsibilities for preserving such rights and benefits.

All agreements with USAID must specify that the assignee should return to the position occupied prior to the IPA assignment, or to one of comparable pay, duties and seniority and that the assignee's rights and benefits shall be fully protected.

Any significant changes in an employee's responsibilities, duties, salary, duty station or supervisory relationships shall be documented as a modification to the original agreement.

### **E437.5.4 Assignment Agreements**

#### **437.5.4a DURATION, EXTENSION AND TERMINATION OF ASSIGNMENTS**

An agreement may be made for up to two years and can provide for intermittent, part-time or full-time employment, but must be kept to the minimum time necessary to complete the assigned tasks.

Assignees who have served for 48 consecutive months, whether on an intermittent, part-time, or full-time basis, may not serve under another, IPA assignment without at least a 12-month return to duty with their parent organization. Successive assignments with a break of less than 60 calendar days is considered continuous service.

USAID employees who have served under IPA assignments in excess of six years during their Federal career may not be considered for another IPA assignment. This provision must be waived by the Office of Personnel Management (OPM) at the request of the head of the Agency, or designee.

Extensions are documented with a revised agreement, which explains the reason(s) for the extension beyond the first two years, and the participating organization's original plan for utilizing the assignee at the completion of the assignment.

An assignment may be terminated at any time at the request of USAID or the participating organization. Thirty days advance notice, along with a statement of the reason(s), shall be sent to all parties to the agreement. For further information see 5 CFR 334, 334.107 Termination of agreement.

M/HR/POD provides copies of each new agreement to OPM, all parties to the agreement and the Bureau for Management, Office of Financial Management (M/FM). M/HR/POD retains the original of the agreement and any supporting documentation. Agreements which are modified, extended or terminated before the original completion date must be sent to OPM within thirty days after the revised agreement is signed. Copies of the revised form are sent to OPM, all parties to the agreement and M/FM.

#### **E437.5.4a Duration, Extension and Termination of Assignments**

#### **437.5.4b ASSIGNMENT PROVISIONS**

The following assignment provisions must be included in all assignment agreements:

- 1) Obligated Service Agreement

As a condition of acceptance, USAID employees, whether

appointed or detailed to a participating organization, must agree to return to Federal service for a period of time equal to the length of their IPA assignment. Reimbursement to USAID for its share of the assignment costs, exclusive of salary, shall be required if an employee fails to carry out this agreement. Reimbursement may be waived by the Head of the Agency, or designee, for reasons acceptable to the Agency.

2) Personnel Actions During Assignment

- a. All personnel actions, which apply to a USAID employee or the employee's position, e.g., reclassification, transfer of function, or reassignment, are applicable while an employee is on an IPA assignment. An employee must be notified of any organizational or staffing changes affecting the position from which they were assigned.
- b. USAID Reduction-In-Force (RIF) provisions outlined in ADS Chapter 452, Reduction in Force - Civil Service, continue to apply. In some cases, a temporary or continuing exception to a RIF order may be justified to avoid interruption or untimely termination of an assignment.
- c. Bureau for Management, Office of Human Resources, Personnel Operations Division (M/HR/POD) must process an Standard Form 50, Notification of Personnel Actions, SF-50s, to effect, correct, extend, amend, and terminate all reimbursable and non-reimbursable assignments.

3) Performance Evaluations, Promotions and Awards

- a. Performance Evaluations
  - 1. For USAID employees serving under an IPA assignment, performance evaluations shall be prepared by the IPA supervisor in accordance with the procedures outlined in the Assignment Agreement. USAID performance evaluation forms must be used.
  - 2. Official performance evaluations of employees of participating organizations shall be prepared by the employee's immediate supervisor if requested by the employee or the participating organization.
- b. Promotions

USAID employees are eligible to participate in the USAID Merit Promotion Program. Employees must forward a statement to their prior Administrative Management Staff or to M/HR/POD listing the types and grades of positions for which they wish to apply. The statement must indicate also the planned duration of the IPA assignment and the employee's current mailing address.

c. Awards

1. A USAID employee assigned under the IPA is not eligible for a Quality Step Increase (QSI). However, an employee may receive a cash or honorary award for performance or suggestions related to the IPA assignment. The grant of a cash award must document substantial benefits, which have accrued to USAID programs or activities. The cost of a cash award may be shared between USAID and the participating organization. If a participating organization wishes to grant a cash or honorary award, USAID must be informed of the award, the reasons for it, and must concur in the action. A copy of any applicable documentation shall be filed in the employee's Official Personnel Folder.
2. USAID employees assigned under the IPA are eligible for within-grade increases in accordance with ADS Chapters 470 Pay FS and 471 Pay GS. Determination of an acceptable level of competence is waived for the period of assignment. (**See Handbook 26, Chapter 2** (future ADS 470) and **ADS 471.**)
3. The interrupted service benefit shall be applied in accordance with OPM statutory regulations.
4. Employees appointed to USAID for a period of more than one year shall be considered for within-grade increases.
5. All employees assigned to USAID under the IPA are eligible for honor awards. Only employees appointed to USAID are eligible for cash awards. In conjunction with a recommendation for an award, the concurrence of the participating organization must be obtained.

Employees assigned to USAID are not eligible for QSIs.

4) Completion of Assignment

- a. Participants in the IPA program may be awarded a Certificate of Recognition, OPM form 1161, upon completion of their assignment.
- b. Employees of USAID must be returned to the position occupied at the time of assignment or be reassigned to a position of like pay and grade level. If promoted while on assignment, the employee must be returned to the new position. The Agency must notify the employee of the position to which they will be returned at least thirty days before the end of the IPA assignment. If the position offered is of a lower grade or pay than the position held immediately before the IPA assignment, the proposed action must be treated as an adverse action.
- c. A returning employee who is not satisfied with the position to which they will be assigned may seek relief through the appropriate Agency channels.

5) Injury or Death Compensation

If an employee on LWOP from USAID or a participating organization is injured or killed in the performance of official duties, the employee or beneficiaries the option to elect to receive benefits under ADS Chapter 442, Workers' Compensation Program or the benefits to which entitled from the participating organization, but not both. The election shall be made within three year after the injury or death, or such further time as the Secretary of Labor allows for reasonable cause shown. When made, the election is irrevocable unless otherwise provided by law. (See [ADS 442](#))

**E437.5.4b Assignment Provisions**

**437.5.4c REIMBURSEMENT PROVISIONS**

The Agency shall adhere to the following policies regarding reimbursement:

1) Reimbursable Costs

Assignments shall be made on a wholly or partially reimbursable

basis, including payment of travel, transportation and related costs, basic pay, and supplemental pay. The recipient organization normally pays at least 50 percent of the total salary costs and 50 percent of the employer's share of fringe benefits costs.

2) Nonreimbursable Costs

Nonreimbursable costs include, but are not limited to, the following indirect or administrative costs: charges for negotiating the agreement, preparing and maintaining payroll records, developing IPA reports, tuition credits, office space and furnishings, supplies, staff support, and computer time.

3) Cost-Sharing Arrangements

- a. Cost-sharing shall be based on the extent to which each party benefits from the assignment. While the largest share of costs must be borne by the party, which benefits most, generally the recipient organization, rare exceptions occur when available resources do not permit cost-sharing on a relative basis.
- b. Relative benefit shall be based on the assignment purposes listed in the Principal Benefits chart and a statement of relative benefit must be included in Part 6, Reason for Mobility Assignment, of the Assignment Agreement. **(See Mandatory Reference, [Principal Benefits](#))**
- c. Factors other than or in addition to relative benefits must be explained in Part 9, Fiscal Obligations, of the Assignment Agreement.

**E437.5.4c Reimbursement Provisions**

**437.5.4d TRAVEL AND TRANSPORTATION**

Handbook 22 has been superseded by ADS Chapters 522, 523, 524 and 525. Please reference the appropriate Chapter. **(See [ADS 522](#), [523](#), [524](#) and [525](#))**

The following travel and transportation expenses shall be authorized in conjunction with all assignments under this chapter in accordance with the IPA and ADS Chapter 522, Travel and Transportation **(See [ADS 522](#)):**

- 1) Travel, including per diem, to and from the official duty station and for official Government business during the assignment. Reimbursement of authorized expenses incurred during

assignment to USAID shall be made to the employee through the appropriate USAID Bureau or Office, unless such travel is performed at the request of the participating organization.

- 2) Travel and transportation of immediate family and household and personal effects to and from the official duty station, including temporary storage of effects not to exceed sixty days. Nontemporary storage expenses shall be authorized in connection with assignment to an isolated location.
- 3) Subsistence allowances for the employee and immediate family while occupying temporary quarters at the assignment location and on return to the former duty post.
- 4) Per diem or relocation allowances, but not both. Per diem normally is authorized only for short term assignments or when it is not feasible to move the employee's family and effects for a period of less than one year. When authorized, per diem is payable for the employee only and is calculated on a decreasing scale for assignments in excess of thirty calendar days. Per diem shall be authorized concurrently at the duty station and during official travel not to exceed the statutory daily limitation.
- 5) Transportation of the remains and personal effects of an employee or family member if death occurs during the assignment.

Prior to travel at USAID expense, assignees must agree in writing to serve the entire period of the assignment or one year, whichever is shorter, unless the assignment is terminated for reasons acceptable to USAID or the participating organization, as applicable. If the assignment is terminated for reasons deemed unacceptable, the travel and transportation expenses are recoverable from the assignee as a debt due the United States. The head of the Agency, or designee, may determine a waiver is justified and waive the right to recovery from a participating organization employee.

Allowable expenses shall be authorized by a USAID employee, or reimbursed to a participating organization, only in accordance with the provisions of the IPA and the FTR, whether paid by USAID or the participating organization.

Due to the temporary nature of IPA assignments, house hunting trips and the costs of selling or purchasing a residence, including real estate costs, shall not be authorized.

#### **E437.5.4d Travel and Transportation**

#### **437.5.4e      COMPENSATION**

The Agency shall adhere to the following policies regarding compensation to employees on temporary assignment:

1)      USAID Employees on Detail to a Participating Organization

USAID employees on detail are paid by USAID and are entitled to their federal rate of pay. If the rate of pay for the position to which detailed is higher, the assignee shall receive a supplementary salary from the participating organization in accordance with its regulations.

2)      USAID Employees Appointed to a Participating Organization

a.      USAID employees are paid by the participating organization to which appointed. If the rate of pay is less than that received from USAID prior to the appointment, USAID shall pay the employee an amount equal to the difference (supplemental pay).

b.      Supplemental pay is authorized and approved by the Director, Bureau for Management (M/HR), and is payable biweekly for the duration of the assignment. An employee shall be advised of any entitlement to supplemental pay, including the method of payment, before execution of the agreement. The amount of the payment shall vary during the assignment due to such things as promotion, within-grade increases and pay plan revisions, or comparable changes in pay from the participating organization.

c.      If the rate of pay is greater than the basic pay received from USAID prior to the appointment, the Federal rate of pay shall constitute the maximum salary rate which shall be considered for retirement purposes.

3)      Employees on Detail to USAID

The rate of pay approved for employees on detail to USAID shall be the highest rate established using the following criteria:

a.      An amount equal to that received from the participating organization, including a university (if university employment is for less than 12 months, the salary may be annualized);



- b. The Federal rate authorized for the grade level at which the position was established; or
  - c. A rate equal to annual university earnings plus foregone consulting income in an amount up to 15 percent of the university earnings. Reimbursement of foregone consulting income in excess of 15 percent must be approved by the AA/M. University earnings are not annualized if foregone consulting income is included in the salary computation.
- 4) Employees Appointed to USAID
- a. The minimum rate of the grade level established for a position is usually authorized. Higher rates for positions at the GS-11 to GS-15, or equivalent, grade levels shall be authorized based on the superior qualifications of the applicant and subject to the approval of either OPM or USAID, as appropriate.
  - b. USAID appointees are entitled to cost of living increases.

**E437.5.4e Compensation**

**437.5.4f ALLOWANCES AND DIFFERENTIALS**

For allowances and differentials associated with overseas assignments, see ADS Chapter 477. (See [ADS 477](#))

**E437.5.4f Allowances and Differentials**

**437.5.4g ATTENDANCE AND LEAVE**

The Agency shall adhere to the following policies regarding attendance and leave for employees on temporary assignment:

- 1) Employees on Detail to a Participating Organization
  - a. Basic Workweek and Hours of Duty

The workweek and hours of duty, which shall be specified in the Assignment Agreement, shall be determined by the participating organization subject to the 40-hour workweek and 8-hour nonovertime day requirements for Federal employees.
  - b. Holidays

On Federal holidays, employees are either excused from duty without charge to leave or, if required to work, shall receive holiday pay or compensatory time off. Employees on an IPA assignment with a state or local government may be excused from duty without charge to leave on state or local government holidays, but will not receive premium pay if required to work. Premium pay must be approved in advance by USAID.

c. Annual and Sick Leave

Annual and sick leave continue to accrue in accordance with the provisions of Chapter 480, Attendance and Leave. Arrangements for maintaining leave records, both for earnings and charges, shall be specified in the Assignment Agreement. **(See ADS 480.)**

2) Employees Appointed to a Participating Organization

a. Basic Workweek and Hours of Duty

The workweek and hours of duty shall be determined by the participating organization and must be specified in the Assignment Agreement.

b. Holidays

Entitlement is determined by the participating organization in accordance with its regulations.

c. Annual and Sick Leave

1. Employees on LWOP are entitled to accrue annual and sick leave at the rates prescribed in Chapter 479, Hours of Duty. If the rates authorized by the participating organization are less than those prescribed in Chapter 479, Hours of Duty, the appropriate leave accounts shall be adjusted to reflect the difference upon the employee's return to USAID. This provision must be specified in the Assignment Agreement. **(See [ADS 479](#))**

2. Responsibility for the maintenance of leave records for USAID employees on LWOP, although normally assigned to the participating organization, shall be

specified in the Assignment Agreement.

3) Employees on Detail to USAID

a. Basic Workweek and Hours of Duty

The workweek and hours of duty normally shall be the same as for USAID direct-hire employees. However, if the workweek of a state or local government is shorter by state law or local ordinances, the employee's workweek will be adjusted. Employees detailed to USAID/W are eligible to participate in the authorized Agency flextime schedule with the approval of their immediate supervisor, unless this practice conflicts with state law or local ordinances. **(See [ADS Chapter 479, Hours of Duty](#))**

b. Holidays

Employees on detail to USAID shall be excused from duty for state holidays in accordance with state or local laws and regulations, and for all Federal holidays.

c. Annual and Sick Leave

Employees on detail to USAID are covered under their parent organization's leave system. The Assignment Agreement shall specify the procedures by which leave is approved and reported to the parent organization. USAID shall not reimburse detailees for unused leave. If an employee earns less leave while detailed to USAID, the parent organization shall either pay the employee for the additional leave or shall make the balance available upon the employee's return to the organization.

4) Employees Appointed to USAID

a. Basic Workweek and Hours of Duty

Employees appointed to USAID have the same workweek and hours of duty, including participation in the Agency's flextime schedule, as USAID direct-hire employees. **(See [ADS Chapter 479, Hours of Duty](#))**

b. Holidays

Appointees are eligible for all Federal holidays.

c. Annual and Sick Leave

Appointees are entitled to accrue and use leave to the same extent as other Agency employees. (See [ADS Chapter 479, Hours of Duty](#))

**E437.5.4g Attendance and Leave**

**437.5.4h EMPLOYEE BENEFITS**

The Agency shall adhere to the following policies regarding benefits for employees on temporary assignment:

1) USAID Employees on Detail to a Participating Organization

a. Retirement

Employees on detail who are eligible for coverage under the Civil Service Retirement System (CSRS) or other Federal retirement systems shall continue to be covered. Likewise, employees subject to mandatory Social Security (FICA) and Civil Service Retirement coverage under the provisions of Public Law 98-369 will continue to be covered. The applicable biweekly salary deduction will continue to be withheld. Funding arrangements governing USAID's contributions will be specified in the agreement.

b. Federal Group Life Insurance and Health Benefits

Employees on detail continue to be covered under Federal group life insurance and health benefits programs. An employee's contributions for such programs continue to be deducted biweekly. Funding arrangements governing USAID's contributions are specified in the Assignment Agreement.

2) USAID Employees Appointed to a Participating Organization

a. Retirement

1. Employees on LWOP from USAID who are eligible for full coverage under the CSRS or that portion under

the provisions of Public Law 98-369, may elect to continue coverage. Coverage is continued when an employee's contribution to the appropriate retirement fund is currently deposited. Contributions are considered currently deposited if received by USAID within three months of the end of the pay period for which payment was due. The Assignment Agreement shall specify the procedures by which the employee's and USAID's contributions shall be made. If an employee remains under a Federal retirement system, the Assignment Agreement must specify also that the employee is exempt from contributing to any mandatory state or local retirement system.

2. Employees who elect not to make retirement contributions shall receive, if under the CSRS, credit for up to six months LWOP in a calendar year.
3. Contributions shall not be made retroactively. However, full retirement credit shall be reinstated retroactively if OPM determines that failure to make current deposits was due to administrative error or to circumstances beyond the control of the employee and the required payments were deposited at the first reasonable opportunity.
4. Employees who are injured or disabled while on LWOP shall not receive both Federal disability retirement and compensation from a participating organization for the same period. This provision does not bar the right of employees to receive the benefit paying the greater amount, or to their right to a Federal retirement annuity based on service, i.e., a nondisability annuity.
5. If an employee, or surviving family member(s), elects to receive any benefit from a participating organization's retirement system which OPM determines is similar to the employee's Federal retirement system, Federal retirement credit shall not be allowed for the period of the employee's appointment to the participating organization.

b. Social Security and Medicare

1. Employees on LWOP are covered by Social Security only if they were covered under this system during

their Federal employment.

2. Wages paid after December 31, 1982 are taxed the hospital insurance portion of the FICA tax for Medicare coverage, Part A. Deductions are withheld and reported in accordance with the Treasury Fiscal Requirements Manual Instructions.

c. Federal Group Life Insurance and Health Benefits Programs

1. Employees appointed under the provisions of this chapter may continue Federal group life insurance and may elect health benefits coverage for the duration of their appointment. Coverage is continued when an employee's contribution to the appropriate program is currently deposited. Contributions are considered currently deposited if received by USAID within three months of the end of the pay period for which payment was due. USAID shall make matching contributions upon receipt of the employee's portion. Such coverage shall be continued when an employee returns to USAID upon completion of the IPA assignment.
2. Failure to deposit payments currently for either program shall result in the termination of coverage effective the last day of the pay period for which payment was currently deposited, subject to a 31-day extension as provided by Federal regulation. Once terminated, coverage shall not be reinstated until an employee actually enters on duty in a pay status in USAID in a position not excluded from coverage. However, such coverage shall be reinstated retroactively if OPM determines that failure to make current deposits was due to administrative error or other circumstances beyond the control of the employee and that payments were deposited at the first reasonable opportunity.
3. Coverage under a Federal life insurance or health benefits program must be terminated if an employee elects coverage under a participating organization's life insurance or health benefits program which OPM determines is similar to the Federal program. Terminations are processed by M/HR/POD in accordance with established procedures.

3) Employees on Detail to USAID

Employees detailed to USAID are not eligible to participate in Federal retirement, group life insurance or health benefits programs.

4) Employees Appointed to USAID

a. Retirement

Appointees are not eligible to participate in a Federal retirement system.

b. Social Security

If an appointee was covered by social security in their parent organization, the appointee may continue to be covered, but as an employee of the parent organization rather than USAID. Coverage must not be extended to appointees who were excluded from coverage in their parent organization.

c. Federal Group Life Insurance and Health Benefits Programs

1. Appointees are not eligible to participate in the Federal Employee's Group Life Insurance (FEGLI) program.

2. Appointees are eligible to participate in the Federal health benefits program only if appointment to AID results in the loss of coverage under their parent organization's health benefits program, the premium for which has been paid in whole or in part by the parent organization.

d. Failure of Employer to Pay Contribution

If a participating organization fails to continue the employer's contribution to the organization's retirement, life insurance or health benefits programs, USAID shall pay the employer's contributions, or any part of them, for the employee's period of assignment. Such contributions shall be sent by USAID directly to the organization's system or to the appropriate fund. The employee must continue their contributions to the applicable benefit program. The procedures for any such payments must be specified in the Assignment Agreement.

#### **E437.5.4h Employee Benefits**

#### **437.5.4i EMPLOYEE DEVELOPMENT**

- 1) USAID Employees Assigned to a Participating Organization
  - a. USAID employees assigned to a participating organization are subject to the policies and procedures contained in Handbook 25, Chapter 46 (future ADS Chapter 458, Training).
  - b. A USAID employee on detail must obtain the concurrence of the participating organization for training scheduled during the employee's normal hours of duty. Such concurrence must be forwarded with the training request.
  - c. A USAID employee appointed to a participating organization must obtain the concurrence of the participating organization for all training requests. Such concurrence must be forwarded with the training request.
- 2) Employees Assigned to USAID
  - a. Employees assigned to USAID shall be admitted to USAID training programs for professional, administrative or technical personnel in accordance with established Agency policies and procedures (**see [Handbook 25, Chapter 46](#)** (future ADS Chapter 458, Learning Support Program)).
  - b. Payment from, or in behalf of, a participating organization for training costs shall be waived by the Chief, Bureau for Management, Office of Human Resources, Training Division (M/HR/TD), or designee, in whole or in part. Payments reserved by the Agency for training shall be credited to the appropriation or fund used for paying the training costs.

#### **E437.5.4i Employment Development**

#### **437.5.5 JOINT CAREER CORPS PROGRAM (JCC) AND REVERSE JOINT CAREER CORPS (RJCC)**

JCC and RJCC assignments are implemented as details under Title IV of the IPA, as amended. See 437.5.2 for complete information on assignments under the IPA. An RJCC assignment involves some liaison responsibilities for, or technical linkage with, a USAID project or activity being undertaken by the participating university. **(See 437.5.2)**



a) JCC members are senior-level, tenured professionals able to provide technical, scientific and policy-related advice to USAID Missions, high-level host government officials, and, in some cases, USAID/W Bureaus. Only faculty members of universities that have entered into an "umbrella" agreement with USAID are eligible for assignment under this program.

b) RJCC assignments shall be for a minimum of one academic year. The period of assignment will be specified in the Assignment Agreement.

## **E437.5.5 Joint Career Corps Program (JCC) and Reverse Joint Career Corps (RJCC)**

### **437.5.5a NATURE OF ASSIGNMENTS**

JCC members shall be assigned to USAID, primarily at overseas posts. Their careers at the university shall be in a reserve status, during which the JCC members' services shall be utilized by USAID via short term (TDY) consultancies. The combination of university and USAID assignments permits JCC members to develop extensive experience in their technical specialties within both the U.S. and developing countries.

The length of an overseas JCC assignment with USAID is subject to biannual negotiation and shall conform with the assignment policies which govern USAID Foreign Service members. In no case shall an assignment be for more than four years.

RJCC assignments are viewed as sabbatical or visiting staff arrangements, rather than school-student relationships, which are authorized under the Agency's employee development and training regulations. Registration for courses by RJCC assignees shall be in addition to the assignee's full-time university responsibilities.

### **E437.5.5a Nature of Assignments**

### **437.5.5b PERFORMANCE EVALUATION**

The performance of JCC members shall be evaluated annually and formal evaluation reports prepared by the appropriate USAID supervisors.

The performance of RJCC members shall be evaluated in accordance with ADS Chapter 462, Performance Evaluation. (See [ADS 462](#))

### **E437.5.5b Performance Evaluation**

#### **437.5.5c REIMBURSEMENT PROVISIONS**

- 1) Allowable expenses shall be specified in the "umbrella" agreement between USAID and the participating university. Funding arrangements shall be specified in the Assignment or "umbrella" agreements, as appropriate. Costs associated with JCC assignments shall include, but are not limited to, the following:
  - a. Basic salary, which shall be set by M/HR in accordance with established guidelines;
  - b. University fringe benefits, including health and life insurance and contributions to retirement accounts;
  - c. Overseas allowances and benefits allowable under the Standardized Regulations (Government Civilian, Foreign Areas) ([see ADS Chapter 477](#)); and
  - d. Travel, transportation and related costs allowable under the Federal Travel Regulations ([see ADS Chapter 522, Travel and Transportation](#)).
- 2) RJCC detail assignments are made on a wholly or partially reimbursable basis. Universities are expected to pay at least half of the salary of RJCC assignees. Allowable expenses, fiscal obligations and reimbursement provisions must be specified in the Assignment Agreement.
  - a. Foreign Service (FS) and Senior Foreign Service (SFS) members detailed to a university from a post within the United States are eligible for the Domestic Relocation Allowance.
  - b. Members detailed from an overseas post are eligible for the same allowances and benefits that are authorized for a USAID/W rotation assignment ([See ADS chapters 522 - 525 and HB26-13](#)).
  - c. If a member's dependent(s) elect not to accompany the member to the university, Separate Maintenance Allowance (SMA) shall not be payable.

#### **E437.5.5c Reimbursement Provisions**

To participate in the JCC Program, USAID negotiates an "umbrella" agreement with a university whereby a select number of faculty members, who are engaged in fields of science and technology relevant to USAID's programs in developing countries, alternate between university and

USAID Foreign Service assignments while retaining their university appointments, and FS and SF members may be assigned to participating universities. RJCC, ES and SFS members undertake teaching, research/extension and/or serve as technical resource persons at participating universities.

Evaluation reports for JCC members shall be provided to the applicable universities for use as an additional means of documenting professional contributions and evaluating performance for purposes of salary and promotion. Participating universities are required to complete the Annual Evaluation Form (AEF), a mandatory reference to ADS Chapter 462 - Employee Evaluation Program. The regulations provided in Handbook 29, Chapter 5 (future ADS Chapter 491), Incentive Awards Program, also apply to RJCC assignees. (See [Handbook 29, Chapter 5](#) (future ADS 491))

**437.6 Supplementary Reference**

**437.7 Mandatory Reference**

[5 CFR 334.102](#)

[5 CFR 334.107](#)

[ADS 442](#)

[ADS 452](#)

[ADS 462](#)

[ADS 471](#)

[ADS 477](#)

[ADS 479](#)

[ADS 480](#)

[ADS 507](#)

[ADS 508](#)

[ADS 522](#)

[ADS 523](#)

[ADS 524](#)

[ADS 525](#)

[Handbook 25, Chapter 46](#) (future ADS 458)

[Handbook 26, Chapter 2](#) (future ADS 470)

[Handbook 29, Chapter 5](#) (future ADS 491)

[Principal Benefits](#)

437\_w091702