



United States  
Department of  
Agriculture

Food Safety  
and Inspection  
Service

FSIS Directive  
4334.1

# **Intergovernmental Personnel Act (IPA) Assignments**

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UNITED STATES DEPARTMENT OF AGRICULTURE  
FOOD SAFETY AND INSPECTION SERVICE  
WASHINGTON, DC

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<b>FSIS DIRECTIVE</b>	4334.1	7/14/03
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**INTERGOVERNMENTAL PERSONNEL ACT (IPA) ASSIGNMENTS**

**PART ONE – BASIC PROVISIONS**

**I. PURPOSE**

This directive establishes the FSIS policies and procedures for temporary assignment of employees between:

- A. FSIS and state or local governments.
- B. Institutions of higher education.
- C. Indian Tribal governments.
- D. Other eligible organizations under the Intergovernmental Personnel Act (IPA) Mobility Program.

**II. (RESERVED)**

**III. (RESERVED)**

**IV. REFERENCES**

- A. Executive Order 11589 of April 1, 1971, The Intergovernmental Personnel Act of 1970
- B. 5 U.S.C., Chapter 33, Subchapter VI, Section 3371-3375, Assignments To and From States
- C. 5 CFR Part 334, Temporary Assignment of Employees Between Federal Agencies and State, and Local, and Indian Tribal Governments, Institutions of Higher Education, and other Eligible Organizations
- D. 5 U.S.C. 3374, Assignments of Employees from State or Local Governments

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**DISTRIBUTION:**  
All Offices

**OPI:**  
HRD – Employment and Benefits Policy  
Branch

- E. 41 CFR Chapters 301-304, Federal Travel Regulations
- F. Federal Register, Volume 62, No. 82, Part 334 (amended), Final Regulation, dated April 29, 1997.
- G. Public Law 95-521, Ethics in Government Act of 1978
- H. Public Law 101-194, Ethics Reform Act of 1989

V. **ABBREVIATIONS AND FORMS**

The following will appear in their shortened form in this directive:

BD	Budget Division
EBPB	Employment and Benefits Policy Branch, HRD
FEHBP	Federal Employees Health Benefits Program
FMD	Financial Management Division
HRD	Human Resources Division
IPA	Intergovernmental Personnel Act
LWOP	Leave Without Pay
SES	Senior Executive Service
OF-69	Assignment Agreement
SF-52	Request for Personnel Action

VI. **POLICY**

It is FSIS policy to:

A. Encourage and support temporary assignment of personnel between FSIS and other qualified institutions under the IPA Mobility Program. The assignment of such work should mutually benefit FSIS and the institution. Assignments solely for training are not permissible. However, assignments that involve gaining experience and knowledge to improve an employee's subsequent effectiveness in their regular assignments are appropriate.

B. Make it feasible and convenient to temporarily assign skilled personnel between institutions. The temporary assignment should:

1. Serve sound public policy.
2. Provide experience in and knowledge of the assignment environment to FSIS employees and to outside organizations and institutions.
3. Give the receiving organization the benefit of the experience and knowledge brought with the FSIS employee. The temporary assignment of employee from other organizations allows FSIS to:

- a. Assist in the transfer and use of new technologies.
- b. Attract and use difficult to obtain talent.
- c. Give valued experience that will increase the assignee's and the home institution's future effectiveness when dealing with FSIS.
- d. Strengthen both organizations' resources.

C. Arrange for assignments that strengthen relationships between FSIS and other qualified institutions. Such assignments should not enhance the personal interests of employees, circumvent personnel ceilings, or avoid unpleasant personnel decisions.

D. Make an initial evaluation of assignment requests to decide if the IPA authority is appropriate. Use other staffing methods, including a Cooperative Agreement, if appropriate, when assignments are anticipated to exceed the limits of the IPA authority.

## VII. DEFINITIONS

A. **Employee.** An individual:

1. Serving in a Federal agency under a career or career-conditional appointment, including career appointees in the SES and SENIOR LEVEL, individuals under appointments of equivalent tenure in excepted service positions, and Presidential Management Interns.

2. 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.

B. **Institutions of Higher Education.** An accredited U.S. public or private 4-year college or university, or a technical or junior college. USDA emphasis is on 1890/Land Grant and Historically Black Colleges and Universities, Hispanic Colleges and Universities, and Tribal Colleges and Universities.

C. **Other Organizations.** A national, regional, state-wide, or metropolitan organization representing member State or local governments; an association of State or local public officials; or a nonprofit organization that has as one of its principal functions the offering of professional advisory, research, educational, development, or related services to governments or universities concerned with public management.

D. **State or Local Government.** A State of the United States at any level including the District of Columbia, the Commonwealth of Puerto Rico, the Trust Territory of the Pacific Islands, other territories and possessions of the United States; any instrumentality or authority of a State; any political subdivision; any general or special purpose agency; and any Indian tribe, band, nation, or other organized group or community, including any Alaska Native village as described in the Alaska Native Claims Settlement Act.

## VIII. **COVERAGE**

A. This issuance covers:

1. Career or career conditional employees of Federal agencies, including SENIOR LEVEL employees, and career employees in the SES.

2. Individuals under appointments of equivalent tenure in accepted service positions and Presidential Management Interns.

3. Individuals employed for at least 90 days in career positions with State, local, or Indian tribal governments, U.S. institutions of higher education and other organizations certified as eligible to participate in the IPA Mobility Program.

B. Individuals excluded from participating in the IPA Mobility Program include:

1. Federal, State, or local government employees serving under non-career, temporary or term limited appointments, or an employee in a position that has been excepted from competitive service by reason of its confidential, policy making, policy determining, or policy advocating character.

2. Individuals employed for less than 90 days in a career position with a State, local, or Indian tribal government, institution of higher education, or other eligible organization.

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

4. Elected Federal, State or local government officials.

5. Students of universities employed in research, graduate, teaching assistants and similar temporary positions.

IX. **RESPONSIBILITIES**

A. **Employment and Benefits Policy Branch, HRD.**

1. Interprets the provisions of the IPA.
2. Develops policy.
3. Disseminates information and instructions to management officials about the use of this authority.
4. Obtains clearances and approval of agreements.
5. Distributes copies of approved agreements.
6. Notifies FMD of early termination of an existing agreement.
7. Certifies "other organizations."
8. Provides oversight and evaluation, and submits annual reports to the Department.

B. **Budget Division.** Verifies that adequate program funds are available and provides information related to travel and transportation entitlements (as appropriate).

C. **Financial Management Division.** Sets up appropriate payment mechanisms and ensures that the financial arrangements stated in the Assignment Agreement are upheld.

D. **Program Areas.**

1. Submit the following forms to EBPB.
  - a. A completed OF-69 (and pay stub for non-Federal employees).
  - b. SF-52 (only required for FSIS employees on IPA assignments).
2. Notify HRD-EBPB of modifications or early termination of an existing agreement (including extensions).
3. Resubmits agreements that span more than one fiscal year (to approve new fiscal year obligation of funds).

## PART TWO – APPROVAL PROCESS

### I. CERTIFICATION OF "OTHER ORGANIZATIONS"

A. **Existing Certification.** Non-Federal organizations interested in participating in an IPA Mobility Program must have a current certification from FSIS or another Federal agency (see 5 CFR 334.103).

1. **OPM Certification dated May 28, 1997 and earlier** is void and the organizations are required to reapply for certification.

2. **Agency Certification on May 29, 1997 and later** is valid indefinitely.

B. **Obtaining New Certification.** An organization must submit to EBPB the following documentation:

1. Articles of incorporation.

2. Bylaws.

3. Internal Revenue Service nonprofit statement.

4. Any other information describing the organization's activities as they relate to the public management concerns of governments or universities.

### II. ASSIGNING EMPLOYEES

IPA Mobility Program assignments are either by detail or appointment. Attachments 2-1 and 2-2 provide a quick reference guide for provisions related to the detail or appointment of employees of FSIS and non-Federal organizations. The EBPB ensures that an assignment agreement meets the requirements of this directive, and is prepared and approved before sending an FSIS employee to a non-Federal organization or allowing a non-Federal employee to begin an FSIS IPA.

#### A. Assigning FSIS Employees to Non-Federal Organizations.

1. **Detail.** FSIS employees on an IPA detail continue to occupy their positions and retain all Federal entitlements. The detailed employee continues to receive his or her salary from FSIS. The non-Federal organization may reimburse FSIS for all or any part of the employee's travel and transportation expenses, salary, and benefits. The detail is creditable service for within-grade increases.

2. **Appointment.** FSIS employees placed on LWOP may receive formal appointments from the non-Federal organization to which assigned. He or she remains a Federal employee and retains the rights and benefits associated with that status. FSIS continues to pay the employer share of benefit costs (these costs may be reimbursed in whole or part by the non-Federal organization). If the rate of pay authorized by the non-Federal organization is less than the Federal salary, the employee may receive supplemental salary payments from FSIS. An FSIS employee may receive a supplemental salary from the non-Federal organization only when the assigned position has an established and documented higher rate of pay than the employee's Federal salary.

**B. Assigning Non-Federal Employees to FSIS.**

1. **Detail.** Non-Federal employees on detail to FSIS are not considered employees of FSIS. Detailees:

a. May only serve in an advisory capacity, a consultative capacity, or a staff assignment.

b. May provide day-to-day supervision of employees.

c. Are paid by the non-Federal organization and are not entitled to Federal pay. FSIS may reimburse the employer; however, reimbursement may not be made for administrative costs of the assignment or tuition costs for children. Outside earnings may not be reimbursed, except if the assignee's regular tour of duty in the Non-Federal organization included consulting time that cannot be continued due to the IPA assignment.

2. **Appointment.** Non-Federal employees may be appointed in the excepted service under 5 USC 3374 (a)(1) to established positions in FSIS. Appointees:

a. May serve in line management positions. Although the appointee remains an employee of the non-Federal organization while a participant in the IPA Program, their employing organization must carry the appointee in a LWOP or similar non-duty status during the term of the IPA appointment.

b. Are paid at the level authorized for the position to which they are appointed and are entitled to the same cost-of-living allowances and differentials available to Federal employees. They are FSIS employees for all purposes except entitlement to coverage under the Federal Employees Retirement System, Federal Employees' Group Life Insurance, and Federal Employees Health Benefits Program. **EXCEPTION:** A non-Federal appointee may enroll in the FEHBP if their non-Federal coverage is lost as a result of the IPA assignment.

### III. LENGTH OF ASSIGNMENTS

A. An initial assignment may be made for up to 2 years and may be intermittent, part-time, or full-time. Extensions may be granted for up to 2 additional years and require Departmental approval. Assignees who have served for 4 continuous years may not be sent on another assignment without at least a 12-month return to duty. Successive assignments without a break of at least 60 calendar days are regarded as continuous service.

B. A Federal employee may not serve on an IPA assignment more than a total of 6 years during his or her Federal career. However, the 6-year limitation does not apply to assignees from non-Federal organizations.

### IV. ARRANGING AN ASSIGNMENT

Assistant administrators or their designee, negotiate tentative arrangements for IPA assignments within their respective organizations.

A. Management officials initiate IPA assignments and implement the written agreement, OF-69 (see Attachment 2-3 for instructions and a sample form). The form is available on the Internet site: <http://www.gsa.gov/Portal/formslibrary.jsp> (click on Optional (OF) Forms and then OF-69). The benefits to FSIS and the non-Federal organization are the primary considerations in initiating assignments. The assignment is voluntary and must be agreed to by the employee. When developing an assignment that involves the movement of a non-Federal employee to FSIS, the Agreement should specify that at the end of the assignment the employee is expected to return to their non-Federal employer.

B. The Agreement should state clearly that if an employee is paid allowable travel, relocation, and per diem expenses, he or she must complete the entire period of the assignment or one year, whichever is shorter, or reimburse FSIS for those expenses. Agreements for Federal employees must state clearly that the assignee is obligated to return to the Federal service for a time equal to the length of the assignment or be liable for all assignment associated expenses (except salary and benefits). **NOTE:** The FSIS Administrator may waive the reimbursement for good and sufficient reason.

C. Base cost-sharing arrangements for the IPA assignment on the extent to which FSIS and the participating organization benefit from the assignment. FSIS may pay all, some, or none of the costs. If the non-Federal entity is the primary beneficiary of an IPA assignment, that entity bears more than half of the expense. FSIS may pay 100 percent of the costs when:

1. The assignment contributes to the Department's work force diversity goals, including institution building efforts, **and**

2. The non-Federal entity has inadequate resources to pay its proportional share. When choosing to pay costs in excess of the benefits to FSIS, fully document the rationale and include the documentation as a part of the official file. Costs may include employee pay, fringe benefits (except employer contributions, tuition credit and family member benefits), relocation costs, and travel and per diem expenses.

D. Document all cost sharing and other arrangements for the original assignment on the OF-69. (See Attachment 2-3 for instructions to complete OF-69.) Document extension of the assignment period and modification to the agreement on the agreement form, OF-69 or extension form.

## V. TRAVEL, RELOCATION, AND PER DIEM

FSIS may pay travel expenses, relocation or per diem allowances for Federal or non-Federal employees (see Federal Travel Regulation). FSIS may elect to pay per diem allowance or relocation expenses, but may not pay both. The employee must sign a service agreement for one year or the length of the assignment, whichever is shorter, to be eligible for payment of per diem at the assignment location or relocation expenses.

## VI. CLEARANCE AND APPROVAL OF AGREEMENTS

A. All IPA agreements must clear through the Directors of HRD, BD, and FMD before approval. Submit IPA requests to EBPB at least 30 days before assignment starts.

B. The FSIS Administrator is the final approval authority for IPA assignments.  
**NOTE:** Departmental approval is required for an:

1. Unanticipated extension beyond two years.
2. Assignment initially anticipated to be extended beyond the first two years.
3. Assignment involving an SES or SENIOR LEVEL position.
4. Assignment where FSIS is paying more than 50 percent of the cost of an FSIS employee detailed to a non-Federal organization. **EXCEPTION:** Assignments contributing to work force diversity goals do not require departmental approval.

## VII. CHANGES OR MODIFICATION IN ASSIGNMENT

Document all significant changes in an employee's duties, responsibilities, salary, work assignment location or supervisory relationships as a modification to the original agreement with approval and distribution (see Paragraph VI.). Minor changes such as salary increases due to annual pay adjustments, changes in benefits due to revised coverage, and very short-term changes in duties do not require a modification.

VIII. **TERMINATION OF ASSIGNMENT**

A. An assignment may be terminated at any time at the option of the Federal or non-Federal organization or the assignee. Provide a written 30-day notice (including the reason(s) for the termination) to all parties involved when terminating an agreement before the original completion date. Advise EBPB of any early termination of the assignment. EBPB advises FMD to avoid overpayment of funds.

B. Immediately terminate an IPA assignment when the assignee is no longer employed by his or her original employer, regardless of whether the assignment is a detail or an appointment.

IX. **STANDARDS OF CONDUCT AND CONFLICT-OF-INTEREST PROVISIONS**

A. **A non-Federal employee** on assignment to a Federal agency, under an IPA appointment or detail, is subject to the provisions of the Ethics in Government Act of 1978, Ethics Reform Act of 1989, and applicable FSIS directives governing the ethical and other conduct of Federal employees. When in doubt if an action violates a provision, contact your supervisor or other designated official.

B. **A Federal employee** on an IPA assignment is not exempt from conflict of interest or Hatch Act statutes. An employee may not act as an agent or attorney on behalf of the non-Federal organization in any matter in which the Federal government is a party or has a direct or substantial interest.

  
to Acting Assistant Administrator  
Office of Management

**ASSIGNMENT OF FSIS EMPLOYEES TO NON-FEDERAL ORGANIZATIONS**

<b>PROVISIONS</b>	<b>EMPLOYEES ON DETAIL</b>	<b>EMPLOYEES ON LEAVE WITHOUT PAY</b>
<b>Status</b>	<p>An employee on an IPA assignment remains a Federal employee and continues to abide by all personnel actions that apply to an employee or the position (<b>example:</b> reclassification, transfer of function, reassignment, within-grade increase, promotion, rights, seniority, etc.).</p> <p>On completion of the assignment, the employee returns to his or her original position or to a position of equivalent or higher grade and salary.</p>	<p>An employee appointed to an outside organization receives all personnel actions that normally apply to a Federal employee or the Federal position (<b>example:</b> reclassification, transfer of function, reassignment, within-grade increase, promotion, rights, seniority, etc.)</p> <p>On completion of the assignment, the employee returns to his or her original position or to a position of equivalent grade and pay.</p>
<b>Length of Assignment</b>	<p>The initial assignment may extend for up to 2 years with an extension for up to 2 additional years. After 4 continuous years, an employee must return to FSIS for 12 months. Total IPA assignments may not exceed 6 years throughout the employee's Federal career.</p>	
<b>Hours of Duty</b>	<p>The non-Federal organization determines the tour of duty. The employee is excused from duty on all Federal holidays without charge to leave or receives holiday premium pay for work performed. The organization may excuse the employee from duty on State or local holidays without charge to leave, but the employee is not entitled to premium pay if required to work on these days.</p>	<p>The non-Federal organization determines the employee's workweek, hours of duty, and the holiday entitlement.</p>
<b>Leave</b>	<p>Accrual and use of sick and annual leave follows Federal regulations. Absence from duty with the outside organization is charged against the appropriate leave category. The 240 hour and 720 hour annual leave carryover limit remains in effect for non-SES and SES respectively.</p>	<p>The employee earns sick and annual leave following Federal regulations. Leave balances are transferable to and from the assignment within the prescribed carryover limits.</p>

<p><b>Pay By FSIS</b></p>	<p>FSIS continues to pay basic salary and allowances (including locality pay, special salary rate, cost-of living allowance, etc.) during the assignment. Other discretionary allowances (<b>example:</b> physicians comparability allowance and retention allowance) are discontinued. Use the permanent duty station for payment of temporary duty travel and relocation allowances. <b>Note:</b> An employee does not earn less basic salary and allowance while on assignment.</p>	<p>FSIS does not pay the employee's salary. <b>Exception:</b> When the salary from the non-Federal organization is less than the employee's Federal rate of pay, FSIS pays the cost of a supplemental salary. The cost of the supplemental salary may vary during the assignment depending on cost-of-living, locality rate and within-grade increases, etc. The assignment agreement may provide for reimbursement to FSIS for the cost of supplemental pay.</p>
<p><b>Pay By Outside Organization</b></p>	<p>The outside organization does not pay the Federal employee's salary. <b>Exception:</b> The outside organization may pay a supplementary salary if the assigned position has an established higher rate of pay than the FSIS salary. By agreement, the organization may reimburse FSIS for all or any part of the employee's salary and benefits.</p>	<p>The outside organization may provide a higher salary than the employee's Federal salary. The outside organization pays overtime payments.</p>
<p><b>Employee Benefits</b></p>	<p>Employee continues to pay into and receive all benefits (<b>example:</b> health and life insurance, retirement, etc.). Coverage under the Federal Employees Compensation Act continues. The Federal Tort Claims Statute and tort liability statutes continue to apply.</p>	<p>An employee is entitled to continue coverage under Federal retirement, life insurance, and health benefits plans. FSIS continues making employer contributions. The outside organization may reimburse FSIS for its contributions. Coverage under the Federal Employees Compensation Act continues. The Federal Tort Claims Statute and tort liability statutes continue to apply.</p>
<p><b>Service Obligation</b></p>	<p>As a condition of accepting a mobility assignment, the employee agrees to return to the Federal Government and to serve for a period of time equal to the length of the assignment. If the employee fails to carry out this agreement, he or she must reimburse the agency for its share of the costs of the assignment (exclusive of salary and benefits). <b>Note:</b> The FSIS Administrator may waive the reimbursement for good and sufficient reason.</p>	

FSIS DIRECTIVE 4334.1  
ATTACHMENT 2-1

<b>Supervision</b>	Employee receives work assignments and supervision from non-Federal organization official. An assigned FSIS supervisor maintains leave records.
<b>Applicable Laws and Regulations</b>	Follow Federal regulations and FSIS directives for disciplinary or adverse actions, and in adhering to and gaining approval of requests for outside work or activities.
<b>Conflict of Interest and Political Activity</b>	Employees are subject to Federal statutes, USDA policies and FSIS directives on conflicts of interest and prohibited political activities while on temporary assignments.

**ASSIGNMENT OF NON-FEDERAL EMPLOYEES TO FSIS**

PROVISIONS	NON-FEDERAL EMPLOYEE DETAIL	NON-FEDERAL EMPLOYEE APPOINTMENT
<p><b>Status</b></p>	<p>The assignee from non-Federal organization must be employed with the organization in a permanent position for at least 90 days before the approval of the IPA agreement.</p>	<p>The assignee continues as an employee of the non-Federal organization.</p>
	<p>Employee is on LWOP from the non-Federal organization. The assignee receives a time-limited appointment in the excepted service. Before appointing the assignee to a SES position, obtain an SES limited term authority from USDA. The initial appointment is for 2 years and may be extended no more than 2 additional years</p>	
<p><b>Length of Assignment</b></p>	<p>The initial assignment may be up to 2 years with extension up to 2 additional years. After 4 continuous years, an employee must return to non-Federal organization for 12 months. (Successive assignments without at least a 60 day break are regarded as continuous service.) No limitation on total length of assignments for non-Federal assignees.</p>	
<p><b>Hours of Duty</b></p>	<p>The assignee follows the same hours of duty for FSIS employees and are eligible to participate in alternative work schedules available to FSIS employees. Document the work schedule (full-time, part-time, intermittent) in the Agreement. <b>Exception:</b> If the non-Federal organization's normal workweek is less than the Federal workweek, make appropriate adjustments.</p>	<p>The employee follows Federal laws and FSIS directives for hours of duty. FSIS sets duty hours.</p>

<b>Leave</b>	The assignee follows the leave system of the non-Federal organization. The supervisor approves leave usage and reports the usage to the non-Federal organization per the Agreement. The assignee observes Federal holidays and the holidays documented in the Agreement that the non-Federal organization observes.	The employee follows Federal laws and FSIS directives for annual and sick leave accumulation and holiday observation.
<b>Supervision</b>	An FSIS official provides work assignments and supervision.	
<b>Employee Benefits</b>	<p>The assignee does not have coverage under Federal retirement system, life insurance, and health benefits plans. The assignee is covered by the Federal Tort Claims and any other Federal tort liability statute, and is eligible for benefits under the Federal Employees Compensation Act.</p> <p>The assignee is not eligible for awards under the incentive award program.</p>	<p>The employee is not eligible for coverage under the Federal retirement system <b>unless</b> the FSIS appointment results in loss of coverage under the non-Federal organization's plan. The employee is not covered by any Federal retirement system or life insurance program. If the employee retains eligibility under the organization's life, retirement, and health plans, but the organization fails to continue its contributions on behalf of the employer, FSIS may by agreement pay the employer's share of the cost of these plans.</p>

<p><b>Pay</b></p>	<p>FSIS <b>may not</b> reimburse indirect or administrative costs associated with the IPA assignment. Other prohibited costs include reimbursement or payment for tuition credit, office space, staff support, furnishings, and computer time.</p>	
	<p>FSIS does not provide salary payment for assignees. <b>EXCEPTION:</b> An assignee serving in a classified position earns the basic rate of pay, including locality pay, of that position. If the non-Federal salary is less than that of the minimum rate of the Federal position FSIS supplements the assignee's salary to make up the difference.</p>	<p>An employee receives a salary from FSIS in the amount appropriate to the position assigned. Premium pay may be given in accordance with Federal laws and regulations. The employee is eligible for a within-grade increase after 1 year.</p>
<p><b>Pay By Outside Organization</b></p>	<p>FSIS may reimburse the non-Federal organization for all, none, or any part of the assignee's pay as contained in the Agreement. (Pay may not include cost of employer contribution to employee benefit programs.)</p> <p>There is no maximum payable salary associated with IPAs.</p> <p>Assignee continues to receive salary payment from non-Federal organization (cost-sharing agreement may allow for reimbursement). The non-Federal employer pays contributions to Employee Benefit Programs.</p>	<p>The non-Federal organization continues to pay the employer share of benefit expenses.</p>
<p><b>Conflict of Interest and Political Activity</b></p>	<p>IPA assignees are subject to Federal statutes and FSIS directives on conflict of interest, suitability, and conduct, including restrictions on political activity.</p>	

**INSTRUCTIONS FOR COMPLETING  
OF-69, ASSIGNMENT AGREEMENT**

**INSTRUCTIONS**

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

Within 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

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

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

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

**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) Roc Jasper Q. 3. Social Security Number 123-45-6789

4. Home Address (Street, City, State, ZIP Code) 111 SunValley Ct. Anytown, NO 00000-1010  
 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) USDA - Food Safety and Inspection Service Washington, D.C. 20250  
 7. State or Local Government (Identify the governmental agency) Southern Illinois University Carbondale, IL 62901  
 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) Southern Illinois University Department of Human Resources XXX South Elizabeth Street Carbondale, IL 62901  
 10. Employee's Position Title Associate Professor  
 11. Office Telephone Number (Include the Area Code) (618) XXX-XXXX  
 12. Immediate Supervisor (Name and Title) Mary Smith, Chair Department of Agribusiness Economics

**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 \$75,000 (See attached pay stub)  
 Original Date Employed by the State or Local Government (Month, Day, Year) 8/1/94

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

15. Employment Office Name and Address (Street, City, State and ZIP Code) USDA - FSIS - OPPD Regulations and Directives Development Staff 300 12th Street, SW Washington, DC 20250  
 16. Assignee's Position Title Agricultural Economist  
 17. Office Telephone Number (Include the Area Code) (202) 720-XXXX  
 18. Immediate Supervisor (Name and Title) Dr. John Doe, Director

**PART 5 - TYPE OF ASSIGNMENT**

19. Check Appropriate Boxes		20. Period of Assignment (Month, Day, Year)	
<input type="checkbox"/> On detail from a Federal agency	<input type="checkbox"/> Full Time	From	To
<input type="checkbox"/> On leave without pay from a Federal agency	<input checked="" type="checkbox"/> Part Time	1-1-XX	12-31-XX
<input checked="" type="checkbox"/> On detail to a Federal agency	<input type="checkbox"/> Intermittent		
<input type="checkbox"/> On appointment in a Federal agency			

**PART 6 - REASON FOR MOBILITY ASSIGNMENT**

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

The assignment will provide access to a research economist who can impart leadership in economic analysis of major Agency rulemaking. This will strengthen economic assessments undertaken by the Agency's economic staff, particularly for proposals dealing with performance standards and pilot programs.

Assignee is on sabbatical leave from Southern Illinois University and will travel to Washington, D.C., and other locations outside Illinois to assist in evaluation of proposed Agency procedures.

**PART 7 - POSITION DESCRIPTION**

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

1. Assist in development and implementation of economic impact techniques for FSIS.
2. Assist in analysis of proposed Agency guidelines/actions relating to E.coli 0157:H7.
3. Initiate regulatory impact analysis related to proposed food security emergency actions.
4. Provide economic assessment of various aspects of HACCP implementation model program for poultry and young swine.

**PART 8 - EMPLOYEE BENEFITS**

23. Rate of Basic Pay During Assignment \$7,300 monthly	24. Special Pay Conditions (Indicate any conditions that could increase the assigned employee's compensation during the assignment period)
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25. Leave Provisions (Indicate the annual and sick leave benefits for which the assigned employee is eligible. Specify the procedures for reporting, requesting and recording such leave.

43 days sick leave per academic year are granted and sickness is reported upon return to work at Southern Illinois University.  
If the assignee does not return to the non-Federal organization, the non-Federal organization pays for any unused leave balances.

**Part 9.**

- ① Enter the percentage of Agency costs; total amount to be obligated, including a breakdown for each fiscal year; and the Accounting Code of the Program being charged. If the agreement spans 2 fiscal years, include the following statement: **“Subject to Availability of Funds.”**
- ② Identify the frequency of invoice issuance and include the following Address for submitting invoices for payment:

USDA FOOD SAFETY AND INSPECTION SERVICE  
FINANCIAL MANAGEMENT DIVISION  
FINANCIAL AND ACCOUNTING OPERATIONS BRANCH  
5601 SUNNYSIDE AVENUE MAILDROP 5265  
BELTSVILLE, MD 20705-5265

- ③ Include address for submitting time and attendance records.
- ④ Specify if relocation expenses are authorized and include any conditions For travel and transportation expenses.

**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.)

① FSIS pays 50 percent of salary and benefits for 6 months.

Salary \$43,410  
Benefits 11,210  
Indirect Cost 12,810

Total: \$67,430

Expenses for FY03 \$50,573  
FY04 \$16,857

Program Code: XXXXXXXX  
Subject to availability of funds

27. State or Local Government Agency Obligations

Submit Quarterly Bills to:

② USDA FOOD SAFETY AND INSPECTION SERVICE  
FINANCIAL MANAGEMENT DIVISION  
FINANCIAL AND ACCOUNTING OPERATIONS BRANCH  
5601 SUNNYSIDE AVENUE MAILDROP 5265  
BELTSVILLE, MD 20705-5265

③ SUBMIT BIWEEKLY T&A REPORTS TO  
SUSSIE GREEN - FAX NUMBER (202) 720-XXXX

**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 retained by the State or local agency employee being assigned to a Federal agency. Also include a statement certifying coverage in all State and local employee benefit programs that are elected by the Federal employee on leave without pay from the Federal agency to a State or local agency.)

All insurance, retirement, and other benefits continue through the State of Illinois.

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

None

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

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

④ Relocation expenses are not authorized.  
FSIS pays travel expenses to and from Washington, DC, monthly or as needed, up to \$XXXX.

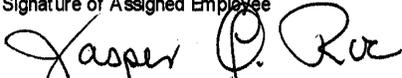
**PART 13 - APPLICABILITY OF RULES, REGULATIONS AND POLICIES**

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.

<p>35. Location of Assignment (<i>Name of Organization</i>)                  USDA, Food Safety and Inspection Service                  Regulations and Directives Development Staff</p>	<p>36. Date (<i>Month, Day, Year</i>)                  From 1/1/XX To 12/31/XX</p>
<p>37. Signature of Assigned Employee  </p>	<p>38. Date of Signature (<i>Month, Day, Year</i>)                  12/29/XX</p>

**PART 15 - CERTIFICATION OF APPROVING OFFICIALS**

In signing this agreement, we certify that:

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

<p>State or Local Government Agency</p>	<p>Federal Agency</p>
<p>39. Signature of Authorizing Officer</p>	<p>40. Signature of Authorizing Officer</p>
<p>41. Date of Signature (<i>Month, Day, Year</i>)</p>	<p>41. Date of Signature (<i>Month, Day, Year</i>)</p>
<p>43. Typed Name and Title</p>	<p>42. Typed Name and Title                  Garry L McKee, PH.D., M.P.H.                  Administrator, FSIS</p>

**PRIVACY ACT STATEMENT**

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

taxing agencies.

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