



United States Department of State

*Bureau of Human Resources
Office of Career Development and Assignments
Room 3110, SA-3
2121 Virginia Avenue
Washington, D.C. 20520*

RESIGNATION/VOLUNTARY RETIREMENT CHECKLIST

Employees who are resigning or voluntarily retiring from the Foreign Service need to certify whether they are responsible for repayment of any of the following allowances or other payments. An explanation of each benefit is appended. Employees may request a waiver of repayment. A waiver is only granted when compelling circumstances exist. Justification must be provided in such a request. Final payments will not be processed until any and all offsetting liabilities have been determined.

<u>REQUIREMENT</u>	<u>YES OR N/A</u>	<u>NO</u>	<u>WAIVED/ REPAID</u>
1. Have you completed 12 months of U.S. Government service since the date of your appointment to the Foreign Service?	_____	_____	_____
2. If you were paid a recruitment bonus , have you completed the required period of service (generally one year from date of appointment)?	_____	_____	_____
3. Have you completed the required length of service (generally three times the length of the training) since receiving long-term training at non-U.S. Government facilities?	_____	_____	_____
4. If you have accepted any portion of the Domestic Relocation Allowances within the last year, have you completed 12 months of U.S. Government service since the date of your transfer to your new duty station?	_____	_____	_____
5. If you have taken R&R during your tour, have you fulfilled your exact tour of duty requirements?	_____	_____	_____
6. Since your last home leave , have you served overseas for 12 months, or served in a domestic assignment for 6 months?	_____	_____	_____

REQUIREMENT**YES OR N/A****NO****WAIVED/
REPAID**

7. If you have accepted any portion of the **Home Service Transfer Allowance** within the last year, have you completed 12 months of U.S. Government service since the date of your transfer to the U.S.?

8. If you have signed an agreement to receive a **Physician's Comparability Allowance** (PCA), have you served one year since then?

9. Do you qualify for U.S. Government-paid **travel and shipment of effects upon separation** from the Service (see eligibility criteria attached)?

10. If you received a **travel advance**, an **advance of pay**, or any salary or other **overpayment** within the last year, have you repaid the full amount due the Department?

11. If you were a **Foreign Affairs Fellow**, have you repaid the total academic support costs to the U.S. Government? Please give your CDO a copy of your contract.

By answering NO to any of the above questions, I acknowledge that I am responsible for the amount of indebtedness to be determined by the Department, unless, repayment is waived by the appropriate authority.

(SIGNATURE)_____
(DATE)_____
(PRINTED NAME)_____
(SSN)

WARNING: ANY INTENTIONAL FALSE STATEMENT IN THIS FORM OR WILLFUL MISREPRESENTATION IS A VIOLATION OF THE LAW PUNISHABLE BY A FINE OF NOT MORE THAN \$10,000.00 OR IMPRISONMENT OF NOT MORE THAN 5 YEARS OR BOTH (18 U.S. CODE 1001)

RESIGNATION/VOLUNTARY RETIREMENT AND CONTINUED SERVICE OBLIGATIONS

Employees who are resigning or voluntarily retiring from the Foreign Service need to certify whether they are responsible for repayment of any of the following allowances/payments. Employees may request a waiver of repayment. Justification must be provided in such a request. Generally, a waiver is only granted when compelling circumstances exist.

1. APPOINTMENTS TO THE SERVICE (41 CFR 302-1.5; 22 USC 4081; 33 USC 3375)

The following statement is signed by employees on their appointment to the Foreign Service:

In consideration of the payment by the U.S. Government of expenses incident to my appointment for travel, transportation, moving and/or storage of household goods and personal effects and other applicable allowances for myself and dependents as authorized under Public Law 96-465, I hereby agree to remain in the service of the U.S. government for 12 months following the effective date of my appointment.

I further agree that, in case I should become in violation of the terms of this agreement during the twelve-month period, unless separated for reasons beyond my control and acceptable to the Department of State, all monies expended by the U.S. Government for such travel, transportation, and other applicable allowances will become due and payable by me and recoverable as a debt due to the United States Government.

Waiver: By FMP in accordance with 22 CFR Part 34 if it is determined that recovery of the debt would be against equity and good conscience.

2. RECRUITMENT BONUS (3 FAM 3183)

An employee who receives a recruitment bonus signs an agreement which specifies the amount of the bonus and the required period of service as well as:

I agree that if I fail to remain employed by the U.S. State Department for the above specified period, I will be indebted to the Department, and required to repay the recruitment bonus on a pro-rata basis, except when I am involuntarily separated.

The amount I will be required to repay, in the event I fail to fulfill the terms of this agreement, is determined by providing credit for each full month of employment. I understand that under such circumstances, these monies are recoverable from me as a debt due to the United States Government. I understand that if I do not repay the balance of the bonus owed to the Department, as explained above, the unpaid portion will be recovered from me through salary offset or by such other means provided for under Federal law and regulation.

Waiver: By FMP in accordance with 22 CFR Part 34 if it is determined that recovery of the debt would be against equity and good conscience.

3. EXTERNAL TRAINING (3 FAH-1 H-2713)

Employees accepting training in excess of 80 hours at non-government facilities for which the Department approves payment must execute an OF-134 and agree to the following conditions:

- (1) To continue in the service of the Department after the end-of-training for a period at least equal to three times the length of the training period unless involuntarily separated; and
- (2) If voluntarily separated before completion of the training or completion of the required period of continued service, to reimburse the Government the amount of the additional expenses incurred by the Department in connection with such assignments, unless the employee is exempted as provided by this subchapter.

Waiver: The Director General may waive in whole or in part any right to recovery whenever recovery may be against equity and good conscience or against the public interest.

4. DOMESTIC RELOCATION ALLOWANCE (6 FAM 149.3)

In accepting the Domestic Relocation Allowance, employees sign the following agreement:

In consideration of the payment by the United States Government of expenses incident to the change of my official duty station for travel, transportation, moving and/or storage of household goods and personal effects and other applicable allowances for myself and dependents, I hereby agree to remain in the service of the United States Government for twelve (12) months following the date I report for duty at my new duty station.

I further agree that, in case I should become in violation of the terms of this agreement during the twelve-month period, unless separated for reasons beyond my control and acceptable to the Department, all moneys expended by the United States Government for such travel, transportation and other applicable allowances will become due and payable by me and recoverable as a debt due the United States Government.

Waiver: By FMP in accordance with 22 CFR Part 34 if it is determined that recovery of the debt would be against equity and good conscience.

5. REST & RECUPERATION (R&R) (3 FAM 3727.1-4)

An employee is not required to refund the costs of R&R if, after an employee takes R&R, but prior to the completion of the employee's scheduled tour of duty, the Department:

- (1) Transfers the employee at the option of and for the benefit of the employing agency;
- (2) Transfers the employee for compassionate reasons; or
- (3) Separates the employee involuntarily.

Except for compassionate reasons, repayment of R&R costs will not be waived when a tour is shortened for the convenience of the employee. Therefore, a request for approval of a shortened tour must state whether the employee has or has not taken R&R travel and the dates of such travel, and state the basis for waiving the R&R travel costs if appropriate. Curtailment requests will not be considered if this information is not supplied.

Waiver: The appropriate HR/CDA Assignments Panel may waive repayment in connection with resignation or voluntary retirement.

6. HOME LEAVE (3 FAM 3438)

A. An employee shall be indebted for home leave used if the employee: (1) Fails to return to service abroad after the period of home leave; or (2) Fails to complete after the period of home leave at least six months of an assignment in the United States or a U.S. Commonwealth or possession if that is the employee's home leave residence. Employees who return overseas upon completion of home leave must serve one year of the tour.

B. When a determination is made that a refund of all home leave is required, the employee shall repay the transportation costs connected with the home leave, and shall have the home leave charge changed to annual leave. If a partial refund of home leave is required, that portion is charged to annual leave, and there is no requirement to repay the transportation costs, provided that the minimum time requirements for home leave are met.

Waiver: No refund of home leave indebtedness is required when the appropriate HR/CDA Assignments Panel:

- (1) Determines that the employee's failure to return to duty and to serve one year of the overseas tour or serve six months of an assignment in the U.S. was due to compelling personal reasons of a humanitarian or compassionate nature, such exceptions may involve physical or mental health or circumstances over which the employee had no control; or
- (2) Determines that it is in the public interest not to return the employee to an overseas assignment.

7. HOME SERVICE TRANSFER ALLOWANCE (3 FAM 3231.1)

In accepting the Home Service Transfer Allowance, employees sign the following agreement:

In order to be eligible for a grant of the home service transfer allowance, I certify that I agree to complete 12 months in the United States Government service following the effective date of my transfer to a post in the United States or other non-foreign area, unless separated for reasons beyond my control which are acceptable to my employing agency. Failure to comply will result in my liability for repayment of this allowance.

Waiver: By FMP in accordance with 22 CFR Part 34 if it is determined that recovery of the debt would be against equity and good conscience.

8. PHYSICIANS' COMPARABILITY ALLOWANCE (3 FAM 3293)

The following Continuing Service Agreement for Medical Officers (excerpted) is signed by physicians:

The amount due the Department under Section 3 or 4 for failure to complete the agreed period of service will be equivalent to the total amount of the PCA I have received pursuant to this Agreement from its effective date unless I complete more than one year of service under this Agreement and give the Department at least 30 days notice of my intention to separate or retire. In the latter case, the amount due will be equivalent to the PCA paid to me during the past 26 weeks. I understand that the amount specified by this section will be due unless the Secretary (or the designee of the Secretary) in his/her sole discretion determines that my separation from the Department is necessitated by circumstances beyond my control.

Waiver: Authority for waiver of repayment has been delegated to the Undersecretary for Management.

9. SEPARATION TRAVEL AND SHIPMENT OF EFFECTS (3 FAM 788.1)

The Department may authorize travel and shipment of effects of the following U.S. citizen non-temporary employees separating from the Service:

- a. A Chief of Mission who resigns;
- b. An employee who retires or is separated involuntarily from the Foreign Service;
- c. An employee who has had five years of continuous service in the Foreign Service;
- d. An employee on first assignment abroad who has completed the assignment, or has served two years of such assignment, without home leave within the past year;
- e. An employee on a second or subsequent assignment abroad who has completed at least one year of such assignment without home leave within the past year;
- f. An employee who has had an assignment abroad and is: (1) On home leave; (2) On consultation in the United States, or (3) Assigned in the United States and has been so assigned for at least six months.

Service abroad for other agencies of the Government (including the Armed Forces) immediately preceding appointment in the Foreign Service counts toward the service requirements specified in subparagraphs c, d, and e, provided the employee has served abroad at least six months in the Foreign Service.

Waiver: The service requirements specified in this section may be waived by the appropriate HR/CDA Assignments Panel when acceptance of a resignation is determined to be advantageous to the Government.

For a list of HR/CDA contacts visit: http://hrdevweb.hr.state.gov:3080/cda/CDA_Who_We_Are.html

For additional information, please contact:

*Bureau of Human Resources
Office of Career Development and Assignments
Room 3110, SA-3
2121 Virginia Avenue
Washington, D.C. 20520*