



UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

February 2, 2023

CBCA 7520-RELO

In the Matter of KARL D.

Susan F. Tylar of Bell Law Group, PLLC, Syosset, NY, appearing for Claimant.

Sarah G. Fishel and James E. Hicks, Office of Chief Counsel, Drug Enforcement Administration, Department of Justice, Springfield, VA, appearing for Department of Justice.

RUSSELL, Board Judge.

In this matter, claimant challenges a debt assessed against him by the Drug Enforcement Agency (DEA or agency) for reimbursement of relocation expenses that claimant incurred under a service agreement with the agency. Under the agreement, claimant was required to remain in the employ of the United States Government for at least a twelve-month period after the date on which he reported to his duty station. DEA assessed the disputed debt because claimant failed to meet the time requirements set forth in the service agreement. For the reasons stated below, we deny the claim.

Background

Claimant was assigned temporarily to a DEA office in Winchester, Virginia, and on December 27, 2017, he signed a service agreement pursuant to which he was assigned to DEA offices in Savannah, Georgia, with a reporting date of March 4, 2018. Under the agreement, in consideration of the DEA paying for all of his relocation expenses, claimant agreed to remain in his position with DEA for a one-year period. The agreement stated that if claimant failed to fulfill the terms of the agreement by resigning, vacating his position without authority, or being removed for cause before the end of the twelve-month period, he would have to repay the Government all costs that the DEA had paid towards his relocation

expenses. On September 28, 2018, citing personal and workplace reasons, claimant voluntarily resigned from the DEA, six months into his twelve-month service agreement.

Discussion

An agency may pay for travel, transportation, and other relocation expenses of a federal employee when the “employee is transferred within the continental United States only after the employee agrees in writing to remain in the Government service for 12 months after his transfer, unless separated for reasons beyond his control that are acceptable to the agency concerned.” 5 U.S.C. § 5724(i) (2018). “If the employee violates the agreement, the money spent by the Government for the expenses and allowances is recoverable from the employee as a debt due the Government.” *Id.*; see also 41 CFR 302-2.13 to .15 (2018).

Claimant argues that his resignation was beyond his control due to a lack of mentorship and guidance from the agency and the emotional toll resulting from a separation from his friends and family. However, “[t]he Board has found that [a] voluntary resignation is not a matter outside of the control of [an] employee[,]” even a resignation based on a claimant’s concerns about his or her workplace environment or personal issues. *Andrea L. LeMay*, CBCA 4421-RELO, 15-1 BCA ¶ 35,946, at 175,675; see also *Kenneth Evans*, CBCA 3446-RELO, 14-1 BCA ¶ 35,484 (2013) (denying claim notwithstanding claimant’s assertion that he was dealing with “insurmountable personal reasons” and workplace issues at the time of his resignation); *David S. Garber*, CBCA 2400-RELO, 11-2 BCA ¶ 34,831.

Claimant also states that he believed that he had satisfied the one-year service requirement based upon his interaction and discussion with management during his exit interview. Yet, “[t]he statute, regulation, and service agreement itself made it abundantly clear to claimant that if he violated the terms of the service agreement by leaving government service before completing one year of . . . employment, the agency would be entitled to require him to repay the relocation expenses incurred by the Government.” *Kenneth Evans*, 14-1 BCA at 173,962. Claimant signed and dated the one-page service agreement and was, thus, aware of this term. Further, even assuming that claimant had received erroneous advice about the one-year service term from his managers, an agency “is not bound by the erroneous advice of its officials, even when the employee has relied on this advice to his detriment.” *Jason N. Fischell*, CBCA 6706-RELO, 20-1 BCA ¶ 37,591, at 182,523 (quoting *Daryl J. Steffan*, CBCA 3821-TRAV, 14-1 BCA ¶ 35,734 (quoting *Flordeliza Velasco-Walden*, CBCA 740-RELO, 07-2 BCA ¶ 33,634)).

Decision

The claim is denied.

Beverly M. Russell
BEVERLY M. RUSSELL
Board Judge