



Comptroller General
of the United States
Washington, D.C. 20548

1994

Decision

Matter of: Deborah C. Brooks
File: B-253496
Date: April 20, 1994

DIGEST

Employee of the Bureau of Reclamation transferred in the interest of the government from Sacramento to Willows, California. She is obligated to repay the government the amount paid by the agency in connection with her transfer because she resigned prior to fulfilling her service agreement. The employee alleges that harassment and discrimination forced her to resign and that the agency should waive her debt. However, she has not provided sufficient evidence to show that her separation was for reasons beyond her control and acceptable to the agency concerned, as provided by 5 U.S.C. § 5724 (i) (1988).

DECISION

This decision is in response to a request for review of the indebtedness of a former agency employee for relocation expenses.¹ The employee separated from government service before completing her 12-month service agreement. For the reasons that follow, we find that the employee is indebted to the United States.

Ms. Deborah C. Brooks, a former employee of the United States Department of the Interior, Bureau of Reclamation, was transferred in the interest of the government from Sacramento to Willows, California, in January 1990. In connection with the transfer, Ms. Brooks signed a service agreement in which she agreed to remain in the federal government for a period of 12 months following the effective date of her transfer. Ms. Brooks resigned from federal service effective July 6, 1990, prior to completing the requisite 12 months. The reason for the resignation was

¹The request was sent in by an Authorized Certifying Officer, United States Department of the Interior, Bureau of Reclamation, Finance and Accounting Division, Denver, Colorado, Reference: D-7738.

stated as misrepresentation to her of her duties since the position did not entail at least 50 percent fieldwork.

The Bureau of Reclamation determined that Ms. Brooks' reasons for leaving its employ were not acceptable and, therefore, that she was indebted to the United States for relocation expenses in the amount of \$2,719.11, for failure to fulfill her service agreement. After her resignation, Ms. Brooks furnished various additional reasons for leaving the Bureau, which she says should be acceptable to the agency, and should relieve her from the terms of her service agreement. In addition to the lack of fieldwork, the reasons are mainly allegations of harassment, and possible violations of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e-16, et seq. (1988).

The statutory authority under which the Bureau paid Ms. Brooks' relocation expenses from Sacramento to Willows, California, 5 U.S.C. § 5724(i) (1988), specifically requires that such expenses may be paid only after the employee agrees in writing to remain in government service for 12 months after a transfer, "unless separated for reasons beyond his control that are acceptable to the agency concerned." It further provides that if the employee violates the agreement, the money spent by the United States for such expenses "is recoverable from the employee as a debt due the United States." See also, Federal Travel Regulation, 41 C.F.R. § 302-1.5 (1993).

As noted above, Ms. Brooks signed such an agreement incident to her transfer, and subsequently left the agency prior to completion of the 12 months period. The determination whether to release Ms. Brooks from her service agreement is a matter within the agency's discretion, and it is not subject to question by this Office unless there is no reasonable basis for the determination. John P. Maille, 71 Comp. Gen. 199 (1992); Jeffrey P. Cardinal, 64 Comp. Gen. 643 (1985).

The Bureau advises us that it thoroughly reviewed each of the additional issues raised by Ms. Brooks and all were deemed insufficient to change the determination that her resignation was voluntary and not for reasons beyond her control that were acceptable to the agency.

There is insufficient evidence in the record to show that the Bureau has abused its discretion. For example, Ms. Brooks contends that she was harassed as to her use of breaks and has submitted a memorandum issued by the Project Superintendent as an example of such harassment. However, the memorandum is addressed to "All employees," and not specifically to Ms. Brooks. In addition, no evidence of discrimination has been presented. Rather, certain examples

are given of Ms. Brooks alleged experiences on the job and reference is made to a list of the various federal laws prohibiting discrimination.

There is no evidence that Ms. Brooks made any complaint to her employing agency or to the Equal Employment Opportunity Commission. Further, in her letter of resignation Ms. Brooks did not state that discrimination was her reason for resigning.

Therefore, we do not find sufficient evidence to show that the Bureau abused its discretion in not accepting her reasons for resigning. See Larry Goss, B-249707, Sept. 24, 1992.

Accordingly, Ms. Brooks is liable to repay the government the amounts expended for her relocation expenses.

for *Supervisor Efron*

Robert P. Murphy
Acting General Counsel