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GAO

United States General Accounting Office  
Washington, DC 20548

Office of  
General Counsel

In Reply  
Refer to: B-195605(DAS)

*[Collection of Debt Incurred by Former FAA Employee]*  
November 1, 1979

Mrs. Linda S. Miller  
4241 Crestline  
Ann Arbor, Michigan 48103

*APC 30*

Dear Mrs. Miller:

We refer to your letter dated July 18, 1979, concerning the collection of a debt incurred by your husband when he was an employee of the Federal Aviation Administration (FAA). We offer the following comments instead of a formal decision based upon the information contained in your letter. If, after studying this information your husband wishes to file a claim for the amount in question, he may submit it to the Claims Division, U.S. General Accounting Office, Washington, D.C. 20548.

Your letter indicates that during your husband's employment with the FAA, he signed an agreement to continue in the service of the agency following a period of outside training paid for by the FAA. Before completing his required period of service, your husband resigned from the FAA in order to accept private employment. The FAA demanded repayment of the total cost of training and denied your husband's requests for waiver of the payment. Your husband then signed a promissory note agreeing to repay the costs of training on an installment basis, and FAA's Great Lakes Regional Office informed him that his final salary check, lump-sum payment for leave, and retirement contribution would be paid to him. However, the FAA later ruled that these funds must first be applied to repay the indebtedness, and the agency refused to release the money. You argue that this action was illegal since your husband had already entered into a valid agreement with the FAA.

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The law provides that an employee selected for training must agree in writing that at the end of the training period he will remain in the service of his agency for a period equal to three times the length of the training period and that he will repay to the Government the cost of training if he is voluntarily separated from the service of this agency before the end of the required period of service. See 5 U.S.C. § 4108(a) (1976) and Federal Personnel

*Educational or training  
Reimbursements or costs  
Debt collection for  
Federal employees  
collection procedures*



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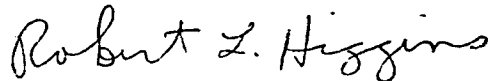
B-195605

Manual (FPM), chapter 410 S5-6 (copies enclosed). Repayment may be waived in part or in whole in the discretion of the agency. See FPM chapter 410, S5-7(b). However, where waiver has been denied, the law provides that the cost of training is recoverable by setoff against accrued pay, compensation, amount of retirement credit, or other amount due the employee from the Government, and by such other methods as provided by law for the collection of debts. See 5 U.S.C. § 4108(c) (1976).

The FAA's Great Lakes Regional Office does not have an accounting division and, therefore, they had no authority to recover monies owed to the FAA. This Regional Office committed an error when it advised your husband that his salary check, retirement benefits and lump-sum leave payment would be released after he signed the promissory note. It is unfortunate that the agency erroneously advised your husband, but it is a well settled rule that in the absence of specific statutory authority, the United States is not responsible for the erroneous acts of its officers, agents, or employees, even though committed in performance of their official duties. Montilla v. United States, 457 F.2d 978 (Ct. Cl. 1972).

We trust that this information is of assistance to you.

Sincerely yours,



Robert L. Higgins  
Assistant General Counsel

Enclosures