



UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

February 3, 2015

CBCA 3847-RELO

In the Matter of KRISTINA R. DRONENBURG

Kristina R. Dronenburg, Lexington Park, MD, Claimant.

Sheila Melton, Director, Travel Functional Area, Standards and Compliance, Defense Finance and Accounting Service, Indianapolis, IN, appearing for Department of Defense.

DANIELS, Board Judge (Chairman).

Kristina R. Dronenburg, an employee of the Naval Air Warfare Center – Aircraft Division at Patuxent River, Maryland (NAVAIR Pax River), asks us to review the agency’s decision to deny her reimbursement for the costs of travel and transportation to that duty station, her first with the Government. We grant Ms. Dronenburg’s claim because although she moved to Maryland before her travel orders were issued, the facility had manifested a clear administrative intent to employ her prior to her move.

Background

Under the Science, Mathematics, and Research for Transformation (SMART) program, the Secretary of Defense may pay to or on behalf of certain individuals educational expenses they incur. To be eligible for this benefit, an individual must be a citizen who is pursuing in an institution of higher education a degree in science, mathematics, engineering, or technology skills that are critical to the national security. In return for payment of educational expenses, the individual must agree to accept and continue employment in the Department of Defense for a period of time specified by the Secretary. 10 U.S.C. § 2192a (2012).

In 2010, Ms. Dronenburg was offered a scholarship under this program. She accepted the scholarship with the understanding that she had “been assigned to [NAVAIR Pax River] and that this organization is [her sponsoring facility] at which [she is] required to complete internship period(s) and [her] post-graduation service commitment employment unless [she is] reassigned by the [SMART Program Office].” Ms. Dronenburg completed her internship periods with this facility, and there is no evidence in the record that she was ever reassigned to another location.

In the fall of 2012, Ms. Dronenburg reminded NAVAIR Pax River that she expected to graduate from college in Colorado in May 2013. She asked what she needed to do regarding employment with the facility following graduation. A representative of the facility told her that it expected to receive hiring authority that winter – and indeed, in February 2013, the SMART Program Office told the facility that she would be “cleared for hire at the Sponsoring Facility,” pending graduation.

In March, the facility’s representative reported to her by electronic mail that its human resources office had been “directed to support the hiring action.” On May 13, another representative told her that the human resources office would “be contacting her this week to extend her tentative offer, with final offer subject to completing the normal pre-employment security check, etc.” This tentative offer was finally extended in writing on June 6, and it was followed by a formal offer on June 27. The facility issued travel orders on June 28, providing for reimbursement of expenses of her travel and transportation of her household goods from Colorado to Maryland.

Ms. Dronenburg graduated from college in May, and the lease on her apartment in Colorado ended on May 31. At the end of that month, she rented a truck, packed her belongings in it, and drove to Maryland. She incurred expenses of \$2382.17 for truck rental, fuel, tolls, lodging, meals, and per diem allowance while driving across the country.

The agency denied her claim for reimbursement on the ground that she had moved before receiving orders to do so and before the agency had manifested a clear administrative intent to make an offer of employment.

Discussion

Agencies are authorized by statute to pay the expenses of travel and transportation by a new appointee between the individual’s place of residence at the time of selection and the initial duty station. 5 U.S.C. § 5723 (2012). Generally, these expenses are reimbursable only if they are incurred after the individual receives his travel orders. 41 CFR 302-2.7 (2012); JTR (the Defense Department’s Joint Travel Regulations) C2200-D. This Board and its

predecessors in settling relocation expense claims have consistently held, however, that an exception to this rule will be made where, prior to issuing travel orders, the agency manifested a clear administrative intent to hire the individual and have him move to the initial duty station at Government expense. *Johann Schlager*, CBCA 3294-RELO, 13 BCA ¶ 35,328; *Jorge L. Gonzalez*, CBCA 984-RELO, 08-2 BCA ¶ 34,004; *Michael L. Scott*, GSBCA 16310-RELO, 04-1 BCA ¶ 32,526 (2003); *Orville H. Myers*, 57 Comp. Gen. 447 (1978). We note that since September 1, 2013, JTR C2200-D has been amended to state this exception.

Here, the NAVAIR Pax River facility which employs Ms. Dronenburg conveyed its intention to hire her as early as 2010, when it sponsored her participation in the SMART program. The facility transmitted to her through increasingly specific communications in the fall of 2012 and the spring of 2013 that she would indeed be hired. By May 13 – before she left Colorado – that commitment became concrete with the promise that an offer would be extended by the end of the week. The fact that the offer would be only tentative is of no consequence, for its becoming final was contingent merely on completion of routine actions. *Gonzalez* (citing *Connie F. Green*, GSBCA 15301-RELO, 01-1 BCA ¶ 31,175 (2000)). We find that these actions constitute clear administrative intent that Ms. Dronenburg would be hired before she embarked on her cross-country trip to begin work. The agency's conclusion to the contrary – its sole reason for denying her claim – is clearly erroneous.

Decision

The agency has not objected to any of the elements of Ms. Dronenburg's claim. The claim is granted.

STEPHEN M. DANIELS
Board Judge