



Inspector General

2024-0020-INVI-P — Student Loan Repayment Program Violations

Suspected Violations of the Architect of the Capitol (AOC) “Student Loan Repayment Program (SLRP)” Policy and Multiple SLRP Agreements.

Substantiated

Suspected Violations of Title 18 U.S.C. § 641 Public Money, Property or Records. Not Substantiated

In January of 2023, the AOC Office of Inspector General (OIG) initiated a proactive investigation (2023-0001-INVPRO-P)¹ to review the AOC’s SLRP with the goal to ensure that individuals receiving AOC funds were compliant with AOC policy and service agreements and that the program was being administered in compliance with agency policy. Our initial review of the data provided revealed that between FY 2017 and FY 2022, 17 AOC employees separated from the agency prior to the fulfillment of their Student Loan Repayment Agreement. Of those, seven former employees had outstanding balances, two of whom had not made any payments at the time of the report but were not yet considered delinquent. In May of 2024, while conducting a follow up review of the outstanding debt, it was determined that of those seven former employees, one paid their balance in full and three maintained outstanding balances but had made regular payments and were not identified as delinquent.

Former AOC employee, Mr. Michael Buratty, WG-11, Maintenance Mechanic, Senate Office Buildings, was identified as one of the remaining three employees with a delinquent and unfulfilled financial obligation to the AOC. Buratty had entered into two loan agreements with the AOC in 2015 and 2016, respectively, receiving \$16,000, in return for seven years of service to the AOC. Buratty then departed the AOC in January 2017 for a position with another government agency.

The OIG’s investigation revealed that Buratty had not made a loan payment since 2020 and as of October 8, 2024, due to late fees and penalties, had an outstanding balance of \$18,605.42. The OIG identified these funds to be a questioned cost,² or potentially, theft of government funds. When interviewed by the OIG, Buratty acknowledged his participation in the AOC’s SLRP and stated he had misunderstood a previously received letter from the Department of the Treasury. Following the interview, Buratty immediately took steps to begin repayment to the AOC.

Neither AOC Order 537-1, Student Loan Repayment Program, April 16, 2014, nor the Student Loan Repayment Service Agreement specify how a former employee is expected to repay AOC

¹ [AOC OIG 2023-0001-INVPRO-P AOC Student Loan Repayment Program](#)

² Net Questioned Costs: As defined in the Section 5 (f)(1) of the IG Act, the term “questioned cost” means a cost that is questioned by the Office because of— (A) an alleged violation of a provision of a law, regulation, contract, grant, cooperative agreement, or other agreement or document governing the expenditure of funds.



if they violate their Service Agreement. Section 17.3 of the Order states: “If an employee fails to repay the AOC for the amount owed, a sum equal to the amount outstanding shall be recovered from the employee under applicable regulations for collection by offset from an indebted government employee, or governing debt collection if the individual is no longer a federal employee.” Similarly, the Service Agreement states only, “I understand that if I fail to reimburse the AOC for the full amount owed as described in paragraph 2 above, the amount outstanding may be recovered from me through collection by salary offset or through the appropriate provisions under the Federal Claims Collection Standards.” Additionally, the Order states in Section 20: “As part of the ongoing administration of the Student Loan Repayment Program, Human Capital Management Division is required to regularly monitor and review regulatory changes that affect the Student Loan Repayment Program.” The Order does not identify a process in place for ensuring continued compliance with Service Agreements once debts have been submitted to the National Finance Center.

While the conditions of repayment to the agency for violating the Service Agreement may have been left vague intentionally as the circumstances for each loan repayment are unique, the AOC may benefit by informing program participants on the expectations of repayment upfront in the event employees break their Service Agreement. The concerns identified within the investigation may be referred to other divisions within the OIG for potential future work.

Final Management Action: The OIG substantiated that Buratty violated AOC policy and the administrative violation was submitted to the Architect of the Capitol for action deemed appropriate, if any. Because the OIG was unable to obtain sufficient evidence of a criminal violation of theft, the case was not presented to the United States Attorney’s Office for prosecutorial consideration. The case is closed pending management action.