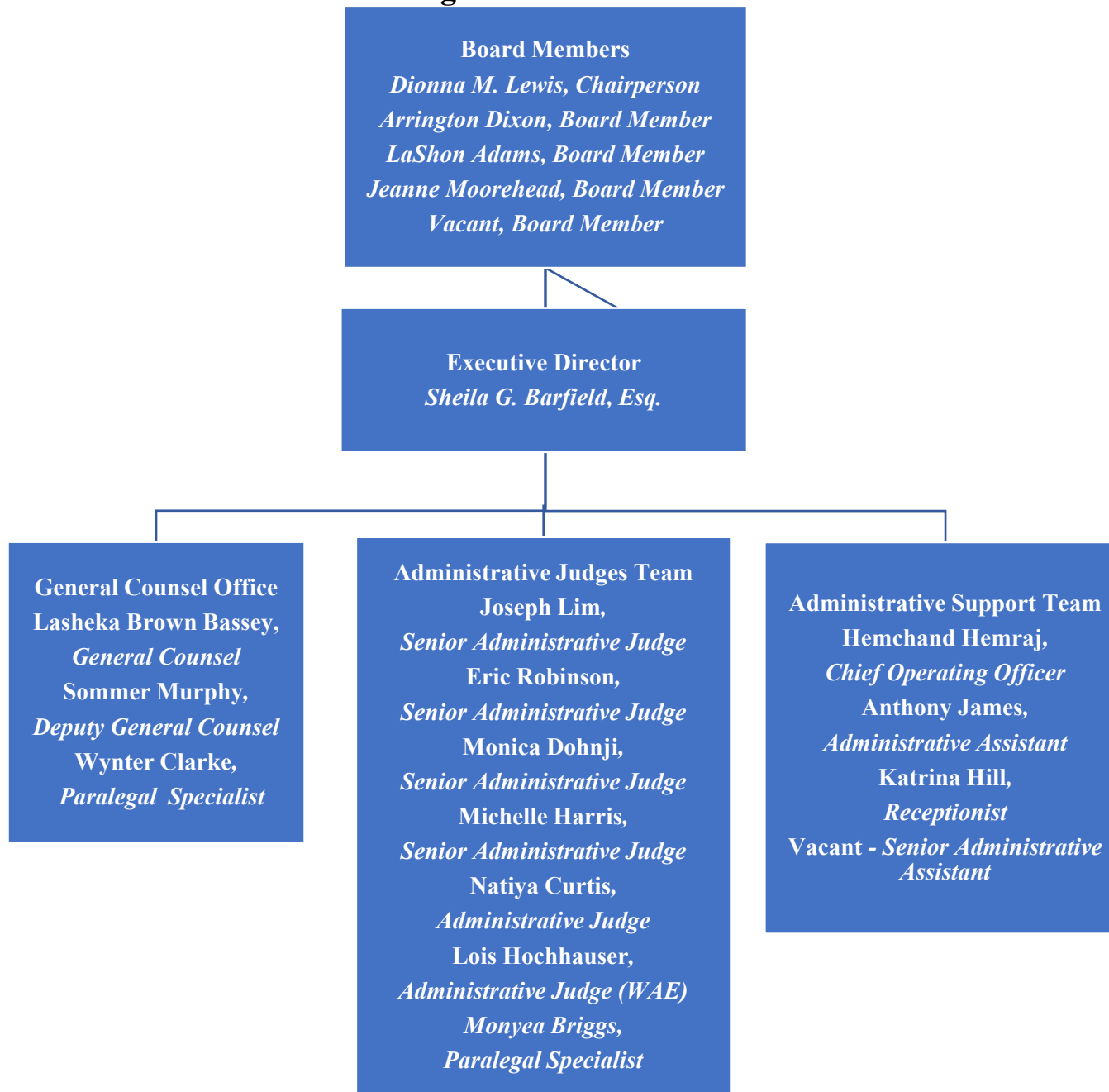


# ATTACHMENT #1

## Q.1 Org Chart

### Office of Employee Appeals (OEA) Organizational Chart



## Q.1 Org Chart

### Office of Employee Appeals (OEA) Organizational Chart

Agency Division	Number of Staff	Lead Person and Contact	Lead Person Tenure	Roles and Responsibilities
OEA Board	5	Dionna M. Lewis, Board Chair 955 L'Enfant Plaza, SW Washington, DC 20024 Email: <a href="mailto:clarence.labor@dc.gov">clarence.labor@dc.gov</a> Phone: (202) 727-0004	6	The Chairperson serves as the Chief Executive of the office.
Executive Office	1	Sheila Barfield, Esq. Executive Director 955 L'Enfant Plaza, SW Washington, DC 20024 Email: <a href="mailto:sheila.barfield@dc.gov">sheila.barfield@dc.gov</a> Phone: (202) 727-1811	31	The Executive Director is the administrator of the Office and serves as its chief personnel officer.
General Counsel Office	3	Lasheka Brown, Esq. General Counsel 955 L'Enfant Plaza, SW Washington, DC 20024 Email: <a href="mailto:lasheka.brown@dc.gov">lasheka.brown@dc.gov</a> Phone: (202) 727-0738	19	The General Counsel, with the assistance of the Deputy General Counsel, provides legal advice to the Board and the Office, prepares opinions and orders as directed by the board, assists in the enforcement of orders pursuant to law, and represents the Office before the Courts.
Administrative Judge Team	7	Sheila Barfield, Esq. Executive Director 955 L'Enfant Plaza, SW Washington, DC 20024 Email: <a href="mailto:sheila.barfield@dc.gov">sheila.barfield@dc.gov</a> Phone: (202) 727-1811	31	Administrative Judges, subject to the provisions of the agency rules and regulations, adjudicate and mediate appeals filed before the Office.
Operation/ Administrative Support Team	3	Hemchand Hemraj, Chief Operating Officer 955 L'Enfant Plaza, SW Washington, DC 20024 Email: <a href="mailto:hemchand.hemraj@dc.gov">hemchand.hemraj@dc.gov</a> Phone: (202) 727-5895	3	The Operation/Administrative Team provides support services to the Office.

## Q.1 Org Chart

### Office of Employee Appeals (OEA) Organizational Chart

#### Office of Employee Appeals (OEA) FY2024-2025 (Q1) Performance Evaluation Summary:

##### 1. Changes to the OEA Board:

- Clarence Labor, Jr.: Outgoing Chair
- Dionna M. Lewis: Incoming Chair
- LaShon Adams: Newly Elected Board Member
- Jeanne Moorehead: Newly Elected Board Member
- Peter Rosenstein: Outgoing Board Member

##### 2. Staffing Updates:

- A new team member, Monyea Briggs (Paralegal Specialist), joined the OEA Administrative Judge's Unit, effective November 2024.
- The vacant position of Senior Administrative Assistant is expected to be filled by the end of FY2025.



# ATTACHMENT #2

Q.2 Personnel

CHART OF OEA AGENCY PERSONNEL, as of JAN 29, 2025 (Q.2)

Position Number	Position status (A-active, R-frozen)	Vacancy Status (V/F)	Title	Employee's name (leave blank if position is vacant)	Reports to Name	Fund	Fund Name	Program	Cost Center	Grade	Step	Salary	Fringe	Total	Emplid	Hire Date	Type of appointment (e.g. career, excepted, MSS)	Reg/Temp/Term	DC Residency status (Yes/No)	Tenure with Agency
7174	A	F	EXECUTIVE DIRECTOR	Barfield,Sheila	Barfield,Sheila	1010001	LOCAL FUNDS	100154	50280	10	0	\$ 202,971.97	\$ 39,985.48	\$ 242,957.45	7080	10/18/1993	Excepted Service	Reg	No	31
6993	A	F	GEN COUNSEL	Bassey,Lasheka Brown	Barfield,Sheila	1010001	LOCAL FUNDS	100151	50281	15	10	\$ 193,382.00	\$ 38,096.25	\$ 231,478.25	29086	5/15/2005	Legal Service	Reg	No	19
47295	A	F	Deputy General Counsel	Murphy,Sommer Joy	Bassey,Lasheka Brown	1010001	LOCAL FUNDS	500198	50281	14	9	\$ 163,143.00	\$ 32,139.17	\$ 195,282.17	39028	6/9/2008	Legal Service	Reg	Yes	16
36540	A	F	PARALEGAL SPECIALIST	Clarke,Wynter A	Bassey,Lasheka Brown	1010001	LOCAL FUNDS	100151	50281	13	4	\$ 102,018.00	\$ 20,097.55	\$ 122,115.55	91024	5/23/2016	Career Service (General)	Reg	No	8
14026	A	F	SENIOR HEARING EXAMINER	Lim,Joseph Edward	Barfield,Sheila	1010001	LOCAL FUNDS	500198	50281	15	8	\$ 186,840.00	\$ 36,807.48	\$ 223,647.48	14147	8/3/1998	Legal Service	Reg	No	32
36642	A	F	SENIOR HEARING EXAMINER	Robinson,Eric Theodore	Barfield,Sheila	1010001	LOCAL FUNDS	100151	50281	15	7	\$ 181,792.00	\$ 35,813.02	\$ 217,605.02	29185	6/12/2005	Legal Service	Reg	No	19
19834	A	F	SENIOR HEARING EXAMINER	Dohnji,Monica N	Barfield,Sheila	1010001	LOCAL FUNDS	500198	50281	15	7	\$ 181,792.00	\$ 35,813.02	\$ 217,605.02	64979	5/26/2011	Legal Service	Reg	No	13
75085	A	F	Senior Hearing Examiner	Harris,Michelle R	Barfield,Sheila	1010001	LOCAL FUNDS	500198	50281	15	5	\$ 171,697.00	\$ 33,824.31	\$ 205,521.31	87056	7/27/2015	Legal Service	Reg	No	9
77069	A	F	HEARING EXAMINER	Curtis,Natiya	Barfield,Sheila	1010001	LOCAL FUNDS	500198	50281	15	2	\$ 156,552.00	\$ 30,840.74	\$ 187,392.74	130040	7/31/2023	Legal Service	Reg	Yes	1
1974	A	F	HEARING EXAMINER	Hochhauser,Lois C	Barfield,Sheila	1010001	LOCAL FUNDS	500198	50281	14	4	\$ 70,837.50	\$ 13,954.99	\$ 84,792.49	1990	4/3/1985	Legal Service	Term	Yes	39
18547	A	F	Paralegal Specialist	Briggs,Monyea	Barfield,Sheila	1010001	LOCAL FUNDS	100151	50281	13	1	\$ 93,069.00	\$ 18,334.59	\$ 111,403.59	137958	11/18/2024	Career Service (General)	Reg	No	0
113349	A	F	Chief Operating Officer	Hemraj,Hemchand	Barfield,Sheila	1010001	LOCAL FUNDS	100154	50280	14	0	\$ 137,328.50	\$ 27,053.71	\$ 164,382.21	119147	9/20/2021	Management Supervisory Services (MSS)	Reg	No	3
26005	A	F	Receptionist	Hill,Katrina	Hemraj,Hemchand	1010001	LOCAL FUNDS	100028	50280	7	8	\$ 55,764.00	\$ 10,985.51	\$ 66,749.51	26164	5/5/1997	Career Service (General)	Reg	No	27
37517	A	F	Administrative Assistant	James,Anthony Lester	Hemraj,Hemchand	1010001	LOCAL FUNDS	100151	50281	7	8	\$ 55,764.00	\$ 10,985.51	\$ 66,749.51	30026	7/25/2005	Career Service (General)	Reg	Yes	19
32406	A	V	Senior Administrative Assistan		Hemraj,Hemchand	1010001	LOCAL FUNDS	100071	50280	9	3	\$ 57,647.00	\$ 11,356.46	\$ 69,003.46			Career Service (General)			
TOTAL												\$ 2,010,597.97	\$ 396,087.79	\$ 2,406,685.76						

# **ATTACHMENT #3**

## Q.4 Staff Expenses

1

### Office of Employee Appeals (OEA) - Employee Expenses (FY24 and Q1 of FY25)

	Employee Name	Job Title	Agency-issued Cellphones (Yes/No)	MRC (cellphones cost)	Travel Expenses
1	Barfield, Sheila	Executive Director	Yes	\$ 7,164.02	\$ -
2	Bassey, Lasheka Brown	General Counsel	Yes		\$ -
3	Murphy, Sommer Joy	Deputy General Counsel	Yes		\$ -
4	Clarke, Wynter A	Paralegal Specialist	Yes		\$ 3,999.37
5	Lim, Joseph Edward	Senior Administrative Judge/Examiner	Yes		\$ 3,954.49
6	Robinson, Eric Theodore	Senior Administrative Judge/Examiner	Yes		\$ 4,157.20
7	Dohnji, Monica N	Senior Administrative Judge/Examiner	Yes		\$ -
8	Harris, Michelle R	Senior Administrative Judge/Examiner	Yes		\$ -
9	Hochhauser, Lois C	Administrative Judge/Examiner (WAE)	No		\$ -
10	Curtis, Natiya	Administrative Judge/Examiner	Yes		\$ -
11	Briggs, Monyea <sup>1</sup>	Paralegal Specialist	Yes		\$ -
12	Hemraj, Hemchand	Chief Operating Officer	Yes		\$ -
13	Hill, Katrina	Receptionist	Yes		\$ -
14	James, Anthony Lester	Administrative Assistant	No		\$ -

<sup>1</sup> Employee hired November 18, 2024

## Q.4 Staff Expenses (Travel and Phone charges)

**Q4. Staff Expenses****Monthly Recurring Cost (MRC) for Agency-issued Cellphones - (FY24 and Q1 of FY25)**

Phone# / Circuit	Invoice Month	Vendor	Agency	MRC	OCC	Total
2028081874	2024-12	AT&T WL Citywide (FAN No=00072572)	CH	\$ 36.99	\$ 6.01	\$ 43.00
2028081913	2024-12	AT&T WL Citywide (FAN No=00072572)	CH	\$ 36.99	\$ 6.01	\$ 43.00
2028081936	2024-12	AT&T WL Citywide (FAN No=00072572)	CH	\$ 36.99	\$ 6.01	\$ 43.00
2028081992	2024-12	AT&T WL Citywide (FAN No=00072572)	CH	\$ 36.99	\$ 6.01	\$ 43.00
2028084019	2024-12	AT&T WL Citywide (FAN No=00072572)	CH	\$ 36.99	\$ 6.01	\$ 43.00
2028084745	2024-12	AT&T WL Citywide (FAN No=00072572)	CH	\$ 36.99	\$ 6.01	\$ 43.00
2028084790	2024-12	AT&T WL Citywide (FAN No=00072572)	CH	\$ 36.99	\$ 6.01	\$ 43.00
2028084806	2024-12	AT&T WL Citywide (FAN No=00072572)	CH	\$ 36.99	\$ 6.01	\$ 43.00
2028084835	2024-12	AT&T WL Citywide (FAN No=00072572)	CH	\$ 36.99	\$ 6.01	\$ 43.00
2028084873	2024-12	AT&T WL Citywide (FAN No=00072572)	CH	\$ 36.99	\$ 6.01	\$ 43.00
2028084924	2024-12	AT&T WL Citywide (FAN No=00072572)	CH	\$ 0.01	\$ -	\$ 0.01
2028084948	2024-12	AT&T WL Citywide (FAN No=00072572)	CH	\$ 36.99	\$ 6.01	\$ 43.00
2028084964	2024-12	AT&T WL Citywide (FAN No=00072572)	CH	\$ 36.69	\$ 7.31	\$ 44.00
2028081874	2024-11	AT&T WL Citywide (FAN No=00072572)	CH	\$ 36.99	\$ 6.01	\$ 43.00
2028081913	2024-11	AT&T WL Citywide (FAN No=00072572)	CH	\$ 36.99	\$ 6.01	\$ 43.00
2028081936	2024-11	AT&T WL Citywide (FAN No=00072572)	CH	\$ 36.99	\$ 6.01	\$ 43.00
2028081992	2024-11	AT&T WL Citywide (FAN No=00072572)	CH	\$ 36.99	\$ 6.01	\$ 43.00
2028084019	2024-11	AT&T WL Citywide (FAN No=00072572)	CH	\$ 36.99	\$ 6.01	\$ 43.00
2028084745	2024-11	AT&T WL Citywide (FAN No=00072572)	CH	\$ 36.99	\$ 6.01	\$ 43.00
2028084790	2024-11	AT&T WL Citywide (FAN No=00072572)	CH	\$ 36.99	\$ 6.01	\$ 43.00
2028084806	2024-11	AT&T WL Citywide (FAN No=00072572)	CH	\$ 36.99	\$ 6.01	\$ 43.00
2028084835	2024-11	AT&T WL Citywide (FAN No=00072572)	CH	\$ 36.99	\$ 6.01	\$ 43.00
2028084873	2024-11	AT&T WL Citywide (FAN No=00072572)	CH	\$ 36.99	\$ 6.01	\$ 43.00
2028084924	2024-11	AT&T WL Citywide (FAN No=00072572)	CH	\$ 0.01	\$ -	\$ 0.01
2028084948	2024-11	AT&T WL Citywide (FAN No=00072572)	CH	\$ 36.99	\$ 6.01	\$ 43.00
2028084964	2024-11	AT&T WL Citywide (FAN No=00072572)	CH	\$ (0.82)	\$ 8.62	\$ 7.80
2028081874	2024-10	AT&T WL Citywide (FAN No=00072572)	CH	\$ 36.99	\$ 6.01	\$ 43.00
2028081913	2024-10	AT&T WL Citywide (FAN No=00072572)	CH	\$ 36.99	\$ 6.01	\$ 43.00
2028081936	2024-10	AT&T WL Citywide (FAN No=00072572)	CH	\$ 36.99	\$ 6.01	\$ 43.00
2028081992	2024-10	AT&T WL Citywide (FAN No=00072572)	CH	\$ 36.99	\$ 6.01	\$ 43.00
2028084019	2024-10	AT&T WL Citywide (FAN No=00072572)	CH	\$ 36.99	\$ 6.01	\$ 43.00
2028084745	2024-10	AT&T WL Citywide (FAN No=00072572)	CH	\$ 36.99	\$ 6.01	\$ 43.00
2028084790	2024-10	AT&T WL Citywide (FAN No=00072572)	CH	\$ 36.99	\$ 6.01	\$ 43.00
2028084806	2024-10	AT&T WL Citywide (FAN No=00072572)	CH	\$ 36.99	\$ 6.01	\$ 43.00
2028084835	2024-10	AT&T WL Citywide (FAN No=00072572)	CH	\$ 36.99	\$ 6.01	\$ 43.00
2028084873	2024-10	AT&T WL Citywide (FAN No=00072572)	CH	\$ 36.99	\$ 6.01	\$ 43.00
2028084924	2024-10	AT&T WL Citywide (FAN No=00072572)	CH	\$ 0.01	\$ -	\$ 0.01
2028084948	2024-10	AT&T WL Citywide (FAN No=00072572)	CH	\$ 36.99	\$ 6.01	\$ 43.00
2028084964	2024-10	AT&T WL Citywide (FAN No=00072572)	CH	\$ 0.01	\$ -	\$ 0.01
2028081874	2024-09	AT&T WL Citywide (FAN No=00072572)	CH	\$ 36.99	\$ 5.96	\$ 42.95
2028081913	2024-09	AT&T WL Citywide (FAN No=00072572)	CH	\$ 36.99	\$ 5.96	\$ 42.95
2028081936	2024-09	AT&T WL Citywide (FAN No=00072572)	CH	\$ 36.99	\$ 5.96	\$ 42.95
2028081992	2024-09	AT&T WL Citywide (FAN No=00072572)	CH	\$ 36.99	\$ 5.96	\$ 42.95
2028084019	2024-09	AT&T WL Citywide (FAN No=00072572)	CH	\$ 36.99	\$ 5.96	\$ 42.95
2028084745	2024-09	AT&T WL Citywide (FAN No=00072572)	CH	\$ 36.99	\$ 5.96	\$ 42.95
2028084790	2024-09	AT&T WL Citywide (FAN No=00072572)	CH	\$ 36.99	\$ 5.96	\$ 42.95
2028084806	2024-09	AT&T WL Citywide (FAN No=00072572)	CH	\$ 36.99	\$ 5.96	\$ 42.95

**Q4. Staff Expenses****Monthly Recurring Cost (MRC) for Agency-issued Cellphones - (FY24 and Q1 of FY25)**

Phone# / Circuit	Invoice Month	Vendor	Agency	MRC	OCC	Total
2028084835	2024-09	AT&T WL Citywide (FAN No=00072572)	CH	\$ 36.99	\$ 5.96	\$ 42.95
2028084873	2024-09	AT&T WL Citywide (FAN No=00072572)	CH	\$ 36.99	\$ 5.96	\$ 42.95
2028084924	2024-09	AT&T WL Citywide (FAN No=00072572)	CH	\$ 0.01	\$ -	\$ 0.01
2028084948	2024-09	AT&T WL Citywide (FAN No=00072572)	CH	\$ 36.99	\$ 5.96	\$ 42.95
2028084964	2024-09	AT&T WL Citywide (FAN No=00072572)	CH	\$ 0.01	\$ -	\$ 0.01
2028081874	2024-08	AT&T WL Citywide (FAN No=00072572)	CH	\$ 36.99	\$ 5.96	\$ 42.95
2028081913	2024-08	AT&T WL Citywide (FAN No=00072572)	CH	\$ 36.99	\$ 5.96	\$ 42.95
2028081936	2024-08	AT&T WL Citywide (FAN No=00072572)	CH	\$ 36.99	\$ 5.96	\$ 42.95
2028081992	2024-08	AT&T WL Citywide (FAN No=00072572)	CH	\$ 36.99	\$ 5.96	\$ 42.95
2028084019	2024-08	AT&T WL Citywide (FAN No=00072572)	CH	\$ 36.99	\$ 5.96	\$ 42.95
2028084745	2024-08	AT&T WL Citywide (FAN No=00072572)	CH	\$ 36.99	\$ 5.96	\$ 42.95
2028084790	2024-08	AT&T WL Citywide (FAN No=00072572)	CH	\$ 36.99	\$ 5.96	\$ 42.95
2028084806	2024-08	AT&T WL Citywide (FAN No=00072572)	CH	\$ 36.99	\$ 5.96	\$ 42.95
2028084835	2024-08	AT&T WL Citywide (FAN No=00072572)	CH	\$ 36.99	\$ 5.96	\$ 42.95
2028084873	2024-08	AT&T WL Citywide (FAN No=00072572)	CH	\$ 36.99	\$ 5.96	\$ 42.95
2028084924	2024-08	AT&T WL Citywide (FAN No=00072572)	CH	\$ 0.01	\$ -	\$ 0.01
2028084948	2024-08	AT&T WL Citywide (FAN No=00072572)	CH	\$ 36.99	\$ 5.96	\$ 42.95
2028084964	2024-08	AT&T WL Citywide (FAN No=00072572)	CH	\$ 0.01	\$ -	\$ 0.01
2028081874	2024-07	AT&T WL Citywide (FAN No=00072572)	CH	\$ 36.99	\$ 5.96	\$ 42.95
2028081913	2024-07	AT&T WL Citywide (FAN No=00072572)	CH	\$ 36.99	\$ 5.96	\$ 42.95
2028081936	2024-07	AT&T WL Citywide (FAN No=00072572)	CH	\$ 36.99	\$ 5.96	\$ 42.95
2028081992	2024-07	AT&T WL Citywide (FAN No=00072572)	CH	\$ 36.99	\$ 5.96	\$ 42.95
2028084019	2024-07	AT&T WL Citywide (FAN No=00072572)	CH	\$ 36.99	\$ 5.96	\$ 42.95
2028084745	2024-07	AT&T WL Citywide (FAN No=00072572)	CH	\$ 36.99	\$ 5.96	\$ 42.95
2028084790	2024-07	AT&T WL Citywide (FAN No=00072572)	CH	\$ 36.99	\$ 5.96	\$ 42.95
2028084806	2024-07	AT&T WL Citywide (FAN No=00072572)	CH	\$ 36.99	\$ 5.96	\$ 42.95
2028084835	2024-07	AT&T WL Citywide (FAN No=00072572)	CH	\$ 36.99	\$ 5.96	\$ 42.95
2028084873	2024-07	AT&T WL Citywide (FAN No=00072572)	CH	\$ 36.99	\$ 5.96	\$ 42.95
2028084924	2024-07	AT&T WL Citywide (FAN No=00072572)	CH	\$ 0.01	\$ -	\$ 0.01
2028084948	2024-07	AT&T WL Citywide (FAN No=00072572)	CH	\$ 36.99	\$ 5.96	\$ 42.95
2028084964	2024-07	AT&T WL Citywide (FAN No=00072572)	CH	\$ 0.01	\$ -	\$ 0.01
2028081874	2024-06	AT&T WL Citywide (FAN No=00072572)	CH	\$ 36.99	\$ 5.92	\$ 42.91
2028081913	2024-06	AT&T WL Citywide (FAN No=00072572)	CH	\$ 36.99	\$ 5.92	\$ 42.91
2028081936	2024-06	AT&T WL Citywide (FAN No=00072572)	CH	\$ 36.99	\$ 5.92	\$ 42.91
2028081992	2024-06	AT&T WL Citywide (FAN No=00072572)	CH	\$ 36.99	\$ 5.92	\$ 42.91
2028084019	2024-06	AT&T WL Citywide (FAN No=00072572)	CH	\$ 36.99	\$ 5.92	\$ 42.91
2028084745	2024-06	AT&T WL Citywide (FAN No=00072572)	CH	\$ 36.99	\$ 5.92	\$ 42.91
2028084790	2024-06	AT&T WL Citywide (FAN No=00072572)	CH	\$ 36.99	\$ 5.92	\$ 42.91
2028084806	2024-06	AT&T WL Citywide (FAN No=00072572)	CH	\$ 36.99	\$ 5.92	\$ 42.91
2028084835	2024-06	AT&T WL Citywide (FAN No=00072572)	CH	\$ 36.99	\$ 5.92	\$ 42.91
2028084873	2024-06	AT&T WL Citywide (FAN No=00072572)	CH	\$ 36.99	\$ 5.92	\$ 42.91
2028084924	2024-06	AT&T WL Citywide (FAN No=00072572)	CH	\$ 0.01	\$ -	\$ 0.01
2028084948	2024-06	AT&T WL Citywide (FAN No=00072572)	CH	\$ 36.99	\$ 5.92	\$ 42.91
2028084964	2024-06	AT&T WL Citywide (FAN No=00072572)	CH	\$ 0.01	\$ -	\$ 0.01
2028081874	2024-05	AT&T WL Citywide (FAN No=00072572)	CH	\$ 36.99	\$ 5.92	\$ 42.91
2028081913	2024-05	AT&T WL Citywide (FAN No=00072572)	CH	\$ 36.99	\$ 5.92	\$ 42.91
2028081936	2024-05	AT&T WL Citywide (FAN No=00072572)	CH	\$ 36.99	\$ 5.92	\$ 42.91

**Q4. Staff Expenses****Monthly Recurring Cost (MRC) for Agency-issued Cellphones - (FY24 and Q1 of FY25)**

Phone# / Circuit	Invoice Month	Vendor	Agency	MRC	OCC	Total
2028081992	2024-05	AT&T WL Citywide (FAN No=00072572)	CH	\$ 36.99	\$ 5.92	\$ 42.91
2028084019	2024-05	AT&T WL Citywide (FAN No=00072572)	CH	\$ 36.99	\$ 5.92	\$ 42.91
2028084745	2024-05	AT&T WL Citywide (FAN No=00072572)	CH	\$ 36.99	\$ 5.92	\$ 42.91
2028084790	2024-05	AT&T WL Citywide (FAN No=00072572)	CH	\$ 36.99	\$ 5.92	\$ 42.91
2028084806	2024-05	AT&T WL Citywide (FAN No=00072572)	CH	\$ 36.99	\$ 5.92	\$ 42.91
2028084835	2024-05	AT&T WL Citywide (FAN No=00072572)	CH	\$ 36.99	\$ 5.92	\$ 42.91
2028084873	2024-05	AT&T WL Citywide (FAN No=00072572)	CH	\$ 36.99	\$ 5.92	\$ 42.91
2028084924	2024-05	AT&T WL Citywide (FAN No=00072572)	CH	\$ 0.01	\$ -	\$ 0.01
2028084948	2024-05	AT&T WL Citywide (FAN No=00072572)	CH	\$ 36.99	\$ 5.92	\$ 42.91
2028084964	2024-05	AT&T WL Citywide (FAN No=00072572)	CH	\$ 0.01	\$ -	\$ 0.01
2028081874	2024-04	AT&T WL Citywide (FAN No=00072572)	CH	\$ 36.69	\$ 7.22	\$ 43.91
2028081913	2024-04	AT&T WL Citywide (FAN No=00072572)	CH	\$ 36.69	\$ 7.22	\$ 43.91
2028081936	2024-04	AT&T WL Citywide (FAN No=00072572)	CH	\$ 36.69	\$ 7.22	\$ 43.91
2028081992	2024-04	AT&T WL Citywide (FAN No=00072572)	CH	\$ 36.69	\$ 7.22	\$ 43.91
2028084019	2024-04	AT&T WL Citywide (FAN No=00072572)	CH	\$ 36.69	\$ 7.22	\$ 43.91
2028084745	2024-04	AT&T WL Citywide (FAN No=00072572)	CH	\$ 36.69	\$ 7.22	\$ 43.91
2028084790	2024-04	AT&T WL Citywide (FAN No=00072572)	CH	\$ 36.69	\$ 7.22	\$ 43.91
2028084806	2024-04	AT&T WL Citywide (FAN No=00072572)	CH	\$ 36.69	\$ 7.22	\$ 43.91
2028084835	2024-04	AT&T WL Citywide (FAN No=00072572)	CH	\$ 36.69	\$ 7.22	\$ 43.91
2028084873	2024-04	AT&T WL Citywide (FAN No=00072572)	CH	\$ 36.69	\$ 7.22	\$ 43.91
2028084924	2024-04	AT&T WL Citywide (FAN No=00072572)	CH	\$ 0.01	\$ -	\$ 0.01
2028084948	2024-04	AT&T WL Citywide (FAN No=00072572)	CH	\$ 36.69	\$ 7.22	\$ 43.91
2028084964	2024-04	AT&T WL Citywide (FAN No=00072572)	CH	\$ 0.01	\$ -	\$ 0.01
2028081874	2024-03	AT&T WL Citywide (FAN No=00072572)	CH	\$ 27.00	\$ 7.92	\$ 34.92
2028081913	2024-03	AT&T WL Citywide (FAN No=00072572)	CH	\$ 27.00	\$ 7.92	\$ 34.92
2028081936	2024-03	AT&T WL Citywide (FAN No=00072572)	CH	\$ 27.00	\$ 7.92	\$ 34.92
2028081992	2024-03	AT&T WL Citywide (FAN No=00072572)	CH	\$ 27.00	\$ 7.92	\$ 34.92
2028084019	2024-03	AT&T WL Citywide (FAN No=00072572)	CH	\$ 27.00	\$ 7.92	\$ 34.92
2028084745	2024-03	AT&T WL Citywide (FAN No=00072572)	CH	\$ 27.00	\$ 7.92	\$ 34.92
2028084790	2024-03	AT&T WL Citywide (FAN No=00072572)	CH	\$ 27.00	\$ 7.92	\$ 34.92
2028084806	2024-03	AT&T WL Citywide (FAN No=00072572)	CH	\$ 27.00	\$ 7.92	\$ 34.92
2028084835	2024-03	AT&T WL Citywide (FAN No=00072572)	CH	\$ 27.00	\$ 7.92	\$ 34.92
2028084873	2024-03	AT&T WL Citywide (FAN No=00072572)	CH	\$ 27.00	\$ 7.92	\$ 34.92
2028084924	2024-03	AT&T WL Citywide (FAN No=00072572)	CH	\$ 0.01	\$ -	\$ 0.01
2028084948	2024-03	AT&T WL Citywide (FAN No=00072572)	CH	\$ 27.00	\$ 7.92	\$ 34.92
2028084964	2024-03	AT&T WL Citywide (FAN No=00072572)	CH	\$ 0.01	\$ -	\$ 0.01
2028081874	2024-02	AT&T WL Citywide (FAN No=00072572)	CH	\$ 40.32	\$ (5.40)	\$ 34.92
2028081913	2024-02	AT&T WL Citywide (FAN No=00072572)	CH	\$ 40.32	\$ (5.40)	\$ 34.92
2028081936	2024-02	AT&T WL Citywide (FAN No=00072572)	CH	\$ 40.32	\$ (5.40)	\$ 34.92
2028081992	2024-02	AT&T WL Citywide (FAN No=00072572)	CH	\$ 40.32	\$ (5.40)	\$ 34.92
2028084019	2024-02	AT&T WL Citywide (FAN No=00072572)	CH	\$ 40.32	\$ (5.40)	\$ 34.92
2028084745	2024-02	AT&T WL Citywide (FAN No=00072572)	CH	\$ 40.32	\$ 9.47	\$ 34.92
2028084790	2024-02	AT&T WL Citywide (FAN No=00072572)	CH	\$ 40.32	\$ (5.40)	\$ 34.92
2028084806	2024-02	AT&T WL Citywide (FAN No=00072572)	CH	\$ 40.32	\$ (5.40)	\$ 34.92
2028084835	2024-02	AT&T WL Citywide (FAN No=00072572)	CH	\$ 40.32	\$ (5.40)	\$ 34.92
2028084873	2024-02	AT&T WL Citywide (FAN No=00072572)	CH	\$ 40.32	\$ (5.40)	\$ 34.92
2028084924	2024-02	AT&T WL Citywide (FAN No=00072572)	CH	\$ 0.01	\$ -	\$ 0.01

**Q4. Staff Expenses****Monthly Recurring Cost (MRC) for Agency-issued Cellphones - (FY24 and Q1 of FY25)**

Phone# / Circuit	Invoice Month	Vendor	Agency	MRC	OCC	Total
2028084948	2024-02	AT&T WL Citywide (FAN No=00072572)	CH	\$ 40.32	\$ (5.40)	\$ 34.92
2028084964	2024-02	AT&T WL Citywide (FAN No=00072572)	CH	\$ 0.01	\$ -	\$ 0.01
2028081874	2024-01	AT&T WL Citywide (FAN No=00072572)	CH	\$ 36.99	\$ 10.29	\$ 47.28
2028081913	2024-01	AT&T WL Citywide (FAN No=00072572)	CH	\$ 36.99	\$ 10.29	\$ 47.28
2028081936	2024-01	AT&T WL Citywide (FAN No=00072572)	CH	\$ 36.99	\$ 10.29	\$ 47.28
2028081992	2024-01	AT&T WL Citywide (FAN No=00072572)	CH	\$ 36.99	\$ 10.29	\$ 47.28
2028084019	2024-01	AT&T WL Citywide (FAN No=00072572)	CH	\$ 36.99	\$ 10.29	\$ 47.28
2028084745	2024-01	AT&T WL Citywide (FAN No=00072572)	CH	\$ 36.99	\$ 11.01	\$ 47.28
2028084790	2024-01	AT&T WL Citywide (FAN No=00072572)	CH	\$ 36.99	\$ 10.29	\$ 47.28
2028084806	2024-01	AT&T WL Citywide (FAN No=00072572)	CH	\$ 36.99	\$ 10.29	\$ 47.28
2028084835	2024-01	AT&T WL Citywide (FAN No=00072572)	CH	\$ 36.99	\$ 10.29	\$ 47.28
2028084873	2024-01	AT&T WL Citywide (FAN No=00072572)	CH	\$ 36.99	\$ 10.29	\$ 47.28
2028084924	2024-01	AT&T WL Citywide (FAN No=00072572)	CH	\$ 0.01	\$ -	\$ 0.01
2028084948	2024-01	AT&T WL Citywide (FAN No=00072572)	CH	\$ 36.99	\$ 10.29	\$ 47.28
2028084964	2024-01	AT&T WL Citywide (FAN No=00072572)	CH	\$ 0.01	\$ -	\$ 0.01
2028081874	2023-12	AT&T WL Citywide (FAN No=00072572)	CH	\$ 36.99	\$ 10.29	\$ 47.28
2028081913	2023-12	AT&T WL Citywide (FAN No=00072572)	CH	\$ 36.99	\$ 10.29	\$ 47.28
2028081936	2023-12	AT&T WL Citywide (FAN No=00072572)	CH	\$ 36.99	\$ 10.29	\$ 47.28
2028081992	2023-12	AT&T WL Citywide (FAN No=00072572)	CH	\$ 36.99	\$ 10.29	\$ 47.28
2028084019	2023-12	AT&T WL Citywide (FAN No=00072572)	CH	\$ 36.99	\$ 10.29	\$ 47.28
2028084745	2023-12	AT&T WL Citywide (FAN No=00072572)	CH	\$ 36.99	\$ 29.45	\$ 47.28
2028084790	2023-12	AT&T WL Citywide (FAN No=00072572)	CH	\$ 36.99	\$ 10.29	\$ 47.28
2028084806	2023-12	AT&T WL Citywide (FAN No=00072572)	CH	\$ 36.99	\$ 10.29	\$ 47.28
2028084835	2023-12	AT&T WL Citywide (FAN No=00072572)	CH	\$ 36.99	\$ 10.29	\$ 47.28
2028084873	2023-12	AT&T WL Citywide (FAN No=00072572)	CH	\$ 36.99	\$ 10.29	\$ 47.28
2028084924	2023-12	AT&T WL Citywide (FAN No=00072572)	CH	\$ 0.01	\$ -	\$ 0.01
2028084948	2023-12	AT&T WL Citywide (FAN No=00072572)	CH	\$ 36.99	\$ 10.29	\$ 47.28
2028084964	2023-12	AT&T WL Citywide (FAN No=00072572)	CH	\$ 0.01	\$ -	\$ 0.01
2028081874	2023-11	AT&T WL Citywide (FAN No=00072572)	CH	\$ 36.99	\$ 10.29	\$ 47.28
2028081913	2023-11	AT&T WL Citywide (FAN No=00072572)	CH	\$ 36.99	\$ 10.29	\$ 47.28
2028081936	2023-11	AT&T WL Citywide (FAN No=00072572)	CH	\$ 36.99	\$ 10.29	\$ 47.28
2028081992	2023-11	AT&T WL Citywide (FAN No=00072572)	CH	\$ 36.99	\$ 10.29	\$ 47.28
2028084019	2023-11	AT&T WL Citywide (FAN No=00072572)	CH	\$ 36.99	\$ 10.29	\$ 47.28
2028084745	2023-11	AT&T WL Citywide (FAN No=00072572)	CH	\$ 36.99	\$ 10.29	\$ 47.28
2028084790	2023-11	AT&T WL Citywide (FAN No=00072572)	CH	\$ 36.99	\$ 10.29	\$ 47.28
2028084806	2023-11	AT&T WL Citywide (FAN No=00072572)	CH	\$ 36.99	\$ 10.29	\$ 47.28
2028084835	2023-11	AT&T WL Citywide (FAN No=00072572)	CH	\$ 36.99	\$ 10.29	\$ 47.28
2028084873	2023-11	AT&T WL Citywide (FAN No=00072572)	CH	\$ 36.99	\$ 10.29	\$ 47.28
2028084924	2023-11	AT&T WL Citywide (FAN No=00072572)	CH	\$ 0.01	\$ -	\$ 0.01
2028084948	2023-11	AT&T WL Citywide (FAN No=00072572)	CH	\$ 36.99	\$ 10.29	\$ 47.28
2028084964	2023-11	AT&T WL Citywide (FAN No=00072572)	CH	\$ 0.01	\$ -	\$ 0.01
2028081874	2023-10	AT&T WL Citywide (FAN No=00072572)	CH	\$ 36.99	\$ 10.29	\$ 47.28
2028081913	2023-10	AT&T WL Citywide (FAN No=00072572)	CH	\$ 36.99	\$ 10.29	\$ 47.28
2028081936	2023-10	AT&T WL Citywide (FAN No=00072572)	CH	\$ 36.99	\$ 10.29	\$ 47.28
2028081992	2023-10	AT&T WL Citywide (FAN No=00072572)	CH	\$ 36.99	\$ 10.29	\$ 47.28
2028084019	2023-10	AT&T WL Citywide (FAN No=00072572)	CH	\$ 36.99	\$ 10.29	\$ 47.28
2028084745	2023-10	AT&T WL Citywide (FAN No=00072572)	CH	\$ 36.99	\$ 10.29	\$ 47.28



**Monthly Recurring Cost (MRC) for Agency-issued Cellphones - (FY24 and Q1 of FY25)**

<b>TOTAL COST</b>	<b>\$ 7,164.02</b>
-------------------	--------------------

## Q.4 Staff Expenses


### GOVERNMENT OF THE DISTRICT OF COLUMBIA

OFFICE OF EMPLOYEE APPEALS



REPLY TO:  
955 L'Enfant Plaza, S.W.  
Suite 2500  
Washington, DC 20024  
(202)727-0004  
FAX (202)727-5631

## Memo

**To:** Sheila G. Barfield, Esq. – Executive Director   
**From:** Hemchand Hemraj – Chief Operating Officer  
**Date:** November 08, 2024  
**Re:** Travel/Training Justification – Artificial Intelligence for all Judges and Lawyers: A Comprehensive Course (Pittsburgh, PA)

Per our discussion on October 28, 2024, and email sent to the OEA legal team on participating in the National Judicial College (NJC) first-ever Artificial Intelligence course for all Judges and Lawyers: A Comprehensive Course. I am hereby requesting your approval for the following staff: **Eric Robinson, Joseph Lim (Senior Administrative Judges), and Wynter Clarke (Paralegal Specialist)** to participate in the above mentioned in-person training.

The in-person training will take place at the Kline Center for Judicial Education at Duquesne University in Pittsburgh, Pennsylvania between Dec 2 -5, 2024. The learning objectives of this training on Artificial Intelligence is tailored specifically to the needs of judges and lawyers, to provide them with a solid grounding in AI essentials as we as a variety of legal and policy issues (Artificial Intelligence (AI) for all Judges and Lawyers: A Comprehensive Course - The National Judicial College).

The following is the training/travel budget information for the NJC training–Artificial Intelligence for all Judges and Lawyers: A Comprehensive Course (Pittsburgh, PA) for your consideration and approval.

i.	Registration fee (conference and tuition)	- \$5,400.00
ii.	Estimated Airfare (Washington, DC to Pittsburgh, PA)	- \$2,400.00
iii.	Estimated Hotel accommodation (Pittsburgh, PA)	- \$2,400.00
iv.	Reduced Per Diem (December 1-6)	- \$1,200.00
v.	Miscellaneous Expense (estimated)	- \$600.00

Please find the following copy of documents to support the training/travel in accordance with the District government travel checklist (training brochure, airfare cost, hotel accommodation cost, registration cost, and copy of the program agenda).

Thank you for your consideration and approval of this training/travel.

Approved: 

Sheila G. Barfield, Executive Director

## Q.4 Staff Expenses



**GOVERNMENT OF THE DISTRICT OF COLUMBIA**  
**TR-1 REQUEST FOR TRAINING AND TRAVEL AUTHORIZATION FORM**

**I. Training/Travel Request Summary**

1. Name of Traveler <b>Erla Robinson</b>		2. Employee ID: <b>00029185</b>	3. Agency/Department (Including Budget Code) <b>OEA (CHO)</b>
4. Position Title <b>Hearing Examiner</b>		5. Training or Conference Dates: From: <b>12/2/2024</b> To: <b>12/5/2024</b>	
6. Description of Travel/Training <b>Artificial Intelligence for all Judges and Lawyers: A Comprehensive Course</b>	7. Travel Destination <b>Pittsburgh, PA</b>	8. Total Cost (Travel, Training, or Conference) <b>\$4,027.23</b>	
9. Training, Conference or Seminar Event Location Address <b>Kline Center for Judicial Education at Duquesne University 600 Forbes Ave, Pittsburgh, PA 15282</b>		10. Training or Conference Vendor Name and Address (as it must appear on check) <b>National Judicial College (Reno, NV)</b>	
11. If Travel is Sponsored (List Sponsor) <b>Locally funded (OEA operating budget)</b>		12. Donation Application Request No. <b>N/A</b>	13. Sponsor's Donation Amount

**II. Transportation**

14. Mode of Transportation <b>Airline <input checked="" type="checkbox"/> Train <input type="checkbox"/> Other Private Vehicle <input type="checkbox"/></b>		15. Method of Payment <b><input checked="" type="checkbox"/> Advance <input checked="" type="checkbox"/> Travel Card <input type="checkbox"/> Other</b>				
Transportation to Destination <b>Air</b>	16. Point of Departure <b>BWI</b>	17. Travel Date <b>12/1/2024</b>	18. Carrier Name <b>SouthWest</b>	19. Flight or Train ID# <b>3951/73W</b>	20. Departure Time <b>9:25 AM</b>	21. Arrival Time <b>10:30 AM</b>
Transportation to Return <b>Air</b>	22. Point of Departure <b>PIT</b>	23. Travel Date <b>12/5/2024</b>	24. Carrier Name <b>SouthWest</b>	25. Flight or Train ID# <b>1111/73H</b>	26. Departure Time <b>1:45 PM</b>	27. Arrival Time <b>2:50 PM</b>

**III. Lodging**

28. Hotel Name and Address <b>Kimpton Hotel Manaco Pittsburgh / 620 William Penn Place, Pittsburgh, PA 15219</b>	29. Hotel Phone <b>412-471-1170</b>
30. Lodging Dates From <b>12/01/2024</b> To <b>12/05/2024</b>	
31. Length of Stay (Nights) <b>5 nights</b>	

**IV. Total Cost**

Item	Quantity	Unit Cost	Subtotal	Tax Rate	Total Rate	Total Cost	P-Card	Advance
Transportation (Airline, Train, etc.)	1	\$631.97	\$631.97	\$169.66	\$169.66	\$801.63	\$801.63	\$0.00
Lodging (Government Rate)	5	\$138.00	\$690.00	\$96.60	\$96.60	\$786.60	\$786.60	\$0.00
Per Diem	1	\$320.00	\$320.00	\$0.00	\$0.00	\$320.00	\$0.00	\$320.00
Per Diem (First and Last Day of Travel)	1	\$120.00	\$120.00	\$0.00	\$0.00	\$120.00	\$0.00	\$120.00
Car Rental (Only if Approved)	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Training/Registration Fees	1	\$1,799.00	\$1,799.00	\$0.00	\$0.00	\$1,799.00	\$1,799.00	\$0.00
Other Expenses (Ground Travel including shuttles, Taxis, Car Rental, Parking Fees / Baggage fees)	1	\$200.00	\$0.00	\$0.00	\$0.00	\$200.00	\$0.00	\$200.00
<b>TOTAL</b>							<b>\$3,387.23</b>	<b>\$640.00</b>

**V. Funding Attributes (Provided by Agency Budget Responsible Manager or Agency Fiscal Officer)**




Fund	Agency	Program	Cost Center	Account	Project	Award	Interfund	Future 1	Future 2
<b>1010001</b>	<b>CHO</b>	<b>100022</b>	<b>50280</b>	<b>7131027</b>	<b>000000</b>	<b>000000</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>

**VI. Traveler Signature**

I certify that I am requesting authorization to travel on official District government business. I will keep original receipts for all expenses and submit them, along with a properly completed travel reconciliation form, within ten (10) business days of the authorized travel completion date. I understand that I will not be reimbursed for any expenses that are not associated with official business, not authorized by this form, or not authorized by Title 1, Chapter 8 of the D.C. Municipal Regulations, District of Columbia Employees Travel and Related Expenses or other applicable District or federal law or regulations. I understand that if expenses are incurred by the District (such as through an advance to me or through advance payments to third parties) and I fail to travel or attend the training, fail to submit a properly completed travel reconciliation form by the required date, or fail to reimburse the District for any advance in excess of actual and authorized expenses, the balance due may be withheld from my pay or from other District payments due to me now or in the future; I may also be subject to disciplinary action.

Signature:  Date: **11/15/2024**

**VII. Authorizations**

Administration Representative	Name: <b>Hemchand Hemraj</b>	Title: <b>Chief Operating Officer</b>	Signature: 	Date: <b>11/15/2024</b>
AFO or Budget Analyst	Name: <b>Paul Blake</b>	Title: <b>Agency Fiscal Officer</b>	Signature: 	Date: <b>11/15/2024</b>
Agency Director or Designee	Name: <b>Shella Barfield</b>	Title: <b>Executive Director</b>	Signature: 	Date: <b>11/15/2024</b>
City Administrator (If required per Mayor's Order)	Name (Printed):	Title:	Signature:	Date:
Office of the Chief of Staff (International Only)	Name (Printed):	Title:	Signature:	Date:



## Q.4 Staff Expenses



**GOVERNMENT OF THE DISTRICT OF COLUMBIA**  
(Agency Name)



**TR-3 REQUEST FOR TRAVEL EXPENSE REIMBURSEMENT FORM**

**I. Travel Package Control**

1. Name of Traveler <b>Eric Robinson</b>		2. Employee ID: <b>00029185</b>	3. Agency <b>OEA (CHO)</b>
4. Position Title <b>Hearing Examiner</b>		5. Travel Date: To: <b>12/2/2024</b> From: <b>12/5/2024</b>	
6. Description of Travel/Training <b>Artificial Intelligence for all Judges and Lawyers: A Comprehensive Course</b>		7. Travel Destination <b>Pittsburgh, PA</b>	8. Training, Conference or Seminar Cost <b>\$4,027.23</b>

**II. Traveler Advance Request**

9. Traveler Home Address:	9. Reimbursement Requested Reimbursement Owed to Traveler <input checked="" type="checkbox"/> Complete section III not IV Reimbursement Owed to the District <input type="checkbox"/> Complete section IV no III
10. Phone Number	

11. Special Notes:

**III. Owed to the Traveler**


Item	Dollar Amount
Total Cost of Travel	\$4,027.23
Advance Amount	\$640.00
Reimbursement Amount Owed	\$129.97
<b>TOTAL Amount Requested for Reimbursement</b>	<b>\$129.97</b>
Enter Amount either from Section III or Section IV	

**IV. Owed to the District**

Item	Dollar Amount
Total Cost of Travel	\$4,027.23
Advance Amount	\$0.00
Reimbursement Amount Owed	\$0.00
<b>TOTAL Amount Requested for Reimbursement</b>	<b>\$129.97</b>
Enter Amount either from Section III or Section IV	

**VI. Traveler Signature**

I certify that I am requesting expense reimbursement for travel on official District government business. I will keep original receipts for all expenses and submit them, along with a properly completed travel reconciliation form, within ten (10) business days of the authorized travel completion date. I understand that I will not be reimbursed for any expenses that are not associated with official business, not authorized by this form, or not authorized by Title 1, Chapter 8 of the D.C. Municipal Regulations, District of Columbia Employees Travel and Related Expenses or other applicable District or federal law or regulations. I understand that if expenses are incurred by the District (such as through an advance to me or through advance payments to third parties) and I fail to travel or attend the training, fail to submit a properly completed travel reconciliation form by the required date, or fail to reimburse the District for any advance in excess of actual and authorized expenses, the balance due may be withheld from my pay or from other District payments due to me now or in the future; I may also be subject to disciplinary action.

Signature:  Date: 12/16/2024

**V. Review Checklist**

Travel Coordinator signs that the package is Complete, containing all required documentation: refer to SOP 890.100 for required documentation

*Hemchand Hemraj*  
Signature of Coordinator

Line Item	Receipt #1	Receipt #2	Receipt #3	Total Cost	Line Item	Receipt #1	Receipt #2	Receipt #3	Total Cost
Reviewers must calculate each expense item and write total amounts by hand.					Reviewers must calculate each expense item and write total amounts by hand.				
Training/Registration Fee	\$1,799.00	\$0.00	\$0.00	\$1,799.00	Training/Registration Fee	\$0.00	\$0.00	\$0.00	\$0.00
Transportation (Airlines, Train, Luggage, Fee)	\$801.63	\$0.00	\$0.00	\$801.63	Transportation (Airlines, Train, Luggage, Fee)	\$0.00	\$0.00	\$0.00	\$0.00
Lodging (Hotel, Tax)	\$786.60	\$0.00	\$0.00	\$786.60	Lodging (Hotel, Tax)	\$0.00	\$0.00	\$0.00	\$0.00
Food & Beverages (if more than 15 receipts are provided for food, reviewers should agree to use a combined per day calculation)	\$440.00	\$0.00	\$0.00	\$440.00	Food & Beverages (if more than 15 receipts are provided for food, reviewers should agree to use a combined per day calculation)	\$0.00	\$0.00	\$0.00	\$0.00
Personal Car (Mileage x \$0.535)	\$0.00	\$0.00	\$0.00	\$0.00	Personal Car (Mileage x \$0.535)	\$0.00	\$0.00	\$0.00	\$0.00
Ground Travel (Shuttles, Car Rental, Parking Fees)	\$329.97	\$0.00	\$0.00	\$329.97	Ground Travel (Shuttles, Car Rental, Parking Fees)	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL COST</b>				<b>\$4,157.20</b>	<b>TOTAL COST</b>				<b>\$4,157.20</b>
<b>Paperwork Accuracy</b> <input checked="" type="checkbox"/>					<b>Paperwork Accuracy</b> <input type="checkbox"/>				
All receipts were provided					All receipts were provided				
All Required Fields are Completed					All Required Fields are Completed				
Dollar Amount calculate correctly					Dollar Amount calculate correctly				
Information appears to be accurate					Information appears to be accurate				
No Found Spelling Errors					No Found Spelling Errors				
Reviewer #1 <i>Hemchand Hemraj</i>					Reviewer #2				
Print Name: Hemchand Hemraj, Chief Operating Officer					Print Name:				

## Q.4 Staff Expenses



### GOVERNMENT OF THE DISTRICT OF COLUMBIA TR-1 REQUEST FOR TRAINING AND TRAVEL AUTHORIZATION FORM



#### I. Training/Travel Request Summary

1. Name of Traveler <b>Joseph Lim</b>		2. Employee ID <b>00014147</b>	3. Agency/Department (Including Budget Code) <b>OEA (CHO)</b>
4. Position Title <b>Hearing Examiner</b>		5. Training or Conference Dates From <b>12/2/2024</b> To <b>12/5/2024</b>	
6. Description of Travel/Training <b>Artificial Intelligence for all Judges and Lawyers: A Comprehensive Course</b>		7. Travel Destination <b>Pittsburgh, PA</b>	8. Total Cost (Travel/Training or Conference) <b>\$4,027.23</b>
9. Training, Conference or Seminar Event Location Address <b>Kline Center for Judicial Education at Duquesne University 600 Forbes Ave, Pittsburgh, PA 15282</b>		10. Training or Conference Vendor Name and Address (as it must appear on check) <b>National Judicial College (Reno, NV)</b>	
11. If Travel is Sponsored (List Sponsor) <b>Locally funded (OEA operating budget)</b>		12. Donation Application Request No. <b>N/A</b> 13. Sponsor's Donation Amount	

#### II. Transportation

14. Mode of Transportation Airline <input checked="" type="checkbox"/> Train <input type="checkbox"/> Other Private Vehicle <input type="checkbox"/>				15. Method of Payment <input checked="" type="checkbox"/> Advance <input checked="" type="checkbox"/> Travel Card <input type="checkbox"/> Other			
Transportation to Destination <b>Air</b>		16. Point of Departure <b>BWI</b>	17. Travel Date <b>12/1/2024</b>	18. Carrier Name <b>SouthWest</b>	19. Flight or Train IDs <b>3951/73W</b>	20. Departure Time <b>9:25 AM</b>	21. Arrival Time <b>10:30 AM</b>
Transportation to Return <b>Air</b>		22. Point of Departure <b>PIT</b>	23. Travel Date <b>12/6/2024</b>	24. Carrier Name <b>SouthWest</b>	25. Flight or Train IDs <b>1111/73H</b>	26. Departure Time <b>1:45 PM</b>	27. Arrival Time <b>2:50 PM</b>

#### III. Lodging

28. Hotel Name and Address <b>Kimpton Hotel Manaco Pittsburgh / 620 William Penn Place, Pittsburgh, PA 15219</b>		29. Hotel Phone <b>412-471-1170</b>
30. Lodging Dates From <b>12/01/2024</b> To <b>12/06/2024</b>		31. Length of Stay(Nights) <b>5 nights</b>

Special Notes

#### IV. Total Cost

Item	Quantity	Unit Cost	Subtotal	Tax Rate	Total Rate	Total Cost	P-Card	Advance
Transportation (Airline, Train, etc.)	1	\$631.97	\$631.97	\$169.66	\$169.66	\$801.63	\$801.63	\$0.00
Lodging (Government Rate)	5	\$138.00	\$690.00	\$96.60	\$96.60	\$786.60	\$786.60	\$0.00
Per Diem	1	\$320.00	\$320.00	\$0.00	\$0.00	\$320.00	\$0.00	\$320.00
Per Diem (First and Last Day of Travel)	1	\$120.00	\$120.00	\$0.00	\$0.00	\$120.00	\$0.00	\$120.00
Car Rental (Only if Approved)	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Training/Registration Fees	1	\$1,799.00	\$1,799.00	\$0.00	\$0.00	\$1,799.00	\$1,799.00	\$0.00
Other Expenses (Ground Travel including shuttles, Taxis, Car Rental, Parking Fees / Baggage fees)	1	\$200.00	\$0.00	\$0.00	\$0.00	\$200.00	\$0.00	\$200.00
<b>TOTAL</b>							<b>\$3,387.23</b>	<b>\$640.00</b>

#### V. Funding Attributes (Provided by Agency Budget Responsible Manager or Agency Fiscal Officer)

Fund	Agency	Program	Cost Center	Account	Project	Award	Interfund	Future 1	Future 2
<b>1010001</b>	<b>CHO</b>	<b>100022</b>	<b>50280</b>	<b>7131027</b>	<b>000000</b>	<b>000000</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>

#### VI. Traveler Signature

I certify that I am requesting authorization to travel on official District government business. I will keep original receipts for all expenses and submit them, along with a properly completed travel reconciliation form, within ten (10) business days of the authorized travel completion date. I understand that I will not be reimbursed for any expenses that are not associated with official business, not authorized by this form, or not authorized by Title 1, Chapter 8 of the D.C. Municipal Regulations, District of Columbia Employees Travel and Related Expenses or other applicable District or federal law or regulations. I understand that if expenses are incurred by the District (such as through an advance to me or through advance payments to third parties) and I fail to travel or attend the training, fail to submit a properly completed travel reconciliation form by the required date, or fail to reimburse the District for any advance in excess of actual and authorized expenses, the balance due may be withheld from my pay or from other District payments due to me now or in the future; I may also be subject to disciplinary action.

Signature <b>/s/ Joseph Lim</b>	Date <b>11/15/2024</b>
------------------------------------	---------------------------

#### VII. Authorizations

Administration Representative	Name: Hemchand Hemraj	Title: Chief Operating Officer	Signature <i>Hemchand Hemraj</i>	Date: 11/15/2024
AFO or Budget Analyst	Name: Paul Blake	Title: Agency Fiscal Officer	Signature <i>Paul K. Blake</i>	Date: 11/15/2024
Agency Director or Designee	Name: Sheila Barfield	Title: Executive Director	Signature <i>Sheila Barfield</i>	Date: 11/15/2024
City Administrator (If required per Mayor's Order)	Name (Printed)	Title:	Signature	Date
Office of the Chief of Staff (International Only)	Name (Printed)	Title:	Signature	Date



Q.4 Staff Expenses  
GOVERNMENT OF THE DISTRICT OF COLUMBIA  
(Agency Name)



TR-3 REQUEST FOR TRAVEL EXPENSE REIMBURSEMENT FORM

I. Travel Package Control									
1. Name of Traveler <b>Joseph Lim</b>				2. Employee ID: <b>00014147</b>			3.. Agency <b>OEa (CHO)</b>		
4. Position Title <b>Hearing Examiner</b>				5. Travel Date: To: <b>12/2/2024</b> From: <b>12/5/2024</b>					
6. Description of Travel/Training <b>Artificial Intelligence for all Judges and Lawyers: A Comprehensive Course</b>				7. Travel Destination <b>Pittsburgh, PA</b>			8. Training, Conference or Seminar Cost <b>\$4,027.23</b>		
II. Traveler Advance Request									
7. Traveler Home Address:				9. Reimbursement Requested Reimbursement Owed to Traveler <input type="checkbox"/> Complete section III not IV Reimbursement Owed to the District <input checked="" type="checkbox"/> Complete section IV no III					
10. Phone Number									
11. Special Notes:									
III. Owed to the Traveler					IV. Owed to the District				
Item		Dollar Amount			Item		Dollar Amount		
Total Cost of Travel		\$0.00			Total Cost of Travel		\$4,027.23		
Advance Amount		\$0.00			Advance Amount		\$640.00		
Reimbursement Amount Owed		\$0.00			Reimbursement Amount Owed		\$72.24		
<b>TOTAL Amount Requested for Reimbursement</b> Enter Amount either from Section III or Section IV					<b>\$72.24</b>				
VI. Traveler Signature									
<p>I certify that I am requesting expense reimbursement for travel on official District government business. I will keep original receipts for all expenses and submit them, along with a properly completed travel reconciliation form, within ten (10) business days of the authorized travel completion date. I understand that I will not be reimbursed for any expenses that are not associated with official business, not authorized by this form, or not authorized by Title 1, Chapter 8 of the D.C. Municipal Regulations, District of Columbia Employees Travel and Related Expenses or other applicable District or federal law or regulations. I understand that if expenses are incurred by the District (such as through an advance to me or through advance payments to third parties) and I fail to travel or attend the training, fail to submit a properly completed travel reconciliation form by the required date, or fail to reimburse the District for any advance in excess of actual and authorized expenses, the balance due may be withheld from my pay or from other District payments due to me now or in the future; I may also be subject to disciplinary action.</p> <p>Signature: <i>Joseph Lim</i> Date: 12/16/2024</p>									
V. Review Checklist									
Travel Coordinator signs that the package is <u>Complete</u> , containing all required documentation: refer to SOP 890.100 for required documentation <i>Hemchand Hemraj</i> Signature of Coordinator									
Line Item	Receipt #1	Receipt #2	Receipt #3	Total Cost	Line Item	Receipt #1	Receipt #2	Receipt #3	Total Cost
Reviewers must calculate each expense item and write total amounts by hand.					Reviewers must calculate each expense item and write total amounts by hand.				
Training/Registration Fee	\$1,799.00	\$0.00	\$0.00	\$1,799.00	Training/Registration Fee	\$0.00	\$0.00	\$0.00	\$0.00
Transportation (Airlines, Train, Luggage, Fee)	\$801.63	\$0.00	\$0.00	\$801.63	Transportation (Airlines, Train, Luggage, Fee)	\$0.00	\$0.00	\$0.00	\$0.00
Lodging (Hotel, Tax)	\$786.60	\$0.00	\$0.00	\$786.60	Lodging (Hotel, Tax)	\$0.00	\$0.00	\$0.00	\$0.00
Food & Beverages (if more than 15 receipts are provided for food, reviewers should agree to use a combined per day calculation)	\$440.00	\$0.00	\$0.00	\$440.00	Food & Beverages (if more than 15 receipts are provided for food, reviewers should agree to use a combined per day calculation)	\$0.00	\$0.00	\$0.00	\$0.00
Personal Car (Milage x \$0.535)	\$0.00	\$0.00	\$0.00	\$0.00	Personal Car (Milage x \$0.535)	\$0.00	\$0.00	\$0.00	\$0.00
Ground Travel (Shuttles, Car Rental, Parking Fees)	\$127.26	\$0.00	\$0.00	\$127.26	Ground Travel (Shuttles, Car Rental, Parking Fees)	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL COST</b>				<b>\$3,954.49</b>	<b>TOTAL COST</b>				<b>\$3,954.49</b>
<b>Paperwork Accuracy</b> <input checked="" type="checkbox"/>					<b>Paperwork Accuracy</b> <input type="checkbox"/>				
All receipts were provided					All receipts were provided				
All Required Fields are Completed					All Required Fields are Completed				
Dollar Amount calculate correctly					Dollar Amount calculate correctly				
Information appears to be accurate					Information appears to be accurate				
No Found Spelling Errors					No Found Spelling Errors				
Reviewer # 1 <i>Hemchand Hemraj</i>					Reviewer #2				
Print Name: Hemchand Hemraj, Chief Operating Officer					Print Name:				

## Q.4 Staff Expenses

### GOVERNMENT OF THE DISTRICT OF COLUMBIA TR-1 REQUEST FOR TRAINING AND TRAVEL AUTHORIZATION FORM



#### I. Training/Travel Request Summary

1. Name of Traveler <b>Wynter Clarke</b>		2. Employee ID <b>00091024</b>	3. Agency/Department (Including Budget Code) <b>OEA (CHO)</b>
4. Position Title <b>Hearing Examiner</b>		5. Training or Conference Dates From <b>12/2/2024</b> To <b>12/5/2024</b>	
6. Description of Travel/Training <b>Artificial Intelligence for all Judges and Lawyers: A Comprehensive Course</b>	7. Travel Destination <b>Pittsburgh, PA</b>	8. Total Cost (Travel Training or Conference) <b>\$4,027.23</b>	
9. Training, Conference or Seminar Event Location Address <b>Kline Center for Judicial Education at Duquesne University 600 Forbes Ave, Pittsburgh, PA 15282</b>		10. Training or Conference Vendor Name and Address (as it must appear on check) <b>National Judicial College (Reno, NV)</b>	
11. If Travel is Sponsored (List Sponsor) <b>Locally funded (OEA operating budget)</b>		12. Donation Application Request No. <b>N/A</b>	13. Sponsor's Donation Amount

#### II. Transportation

14. Mode of Transportation Airline <input checked="" type="checkbox"/> Train <input type="checkbox"/> Other Private Vehicle <input type="checkbox"/>		15. Method of Payment <input checked="" type="checkbox"/> Advance <input checked="" type="checkbox"/> Travel Card <input type="checkbox"/> Other					
Transportation to Destination <b>Air</b>	16. Point of Departure <b>BWI</b>	17. Travel Date <b>12/1/2024</b>	18. Carrier Name <b>SouthWest</b>	19. Flight or Train IDs <b>3951/73W</b>	20. Departure Time <b>9:25 AM</b>	21. Arrival Time <b>10:30 AM</b>	
Transportation to Return <b>Air</b>	22. Point of Departure <b>PIT</b>	23. Travel Date <b>12/6/2024</b>	24. Carrier Name <b>SouthWest</b>	25. Flight or Train IDs <b>1111/73H</b>	26. Departure Time <b>1:45 PM</b>	27. Arrival Time <b>2:50 PM</b>	

#### III. Lodging

28. Hotel Name and Address <b>Kimpton Hotel Manaco Pittsburgh / 520 William Penn Place, Pittsburgh, PA 15219</b>	29. Hotel Phone <b>412-471-1170</b>
30. Lodging Dates From <b>12/01/2024</b> To <b>12/06/2024</b>	
31. Length of Stay(Nights) <b>5 nights</b>	

Special Notes

#### IV. Total Cost

Item	Quantity	Unit Cost	Subtotal	Tax Rate	Total Rate	Total Cost	P-Card	Advance
Transportation (Airline, Train, etc.)	1	\$631.97	\$631.97	\$169.66	\$169.66	\$801.63	\$801.63	\$0.00
Lodging (Government Rate)	5	\$138.00	\$690.00	\$96.60	\$96.60	\$786.60	\$786.60	\$0.00
Per Diem	1	\$320.00	\$320.00	\$0.00	\$0.00	\$320.00	\$0.00	\$320.00
Per Diem (First and Last Day of Travel)	1	\$120.00	\$120.00	\$0.00	\$0.00	\$120.00	\$0.00	\$120.00
Car Rental (Only If Approved)	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Training/Registration Fees	1	\$1,799.00	\$1,799.00	\$0.00	\$0.00	\$1,799.00	\$1,799.00	\$0.00
Other Expenses (Ground Travel including shuttles, Taxis, Car Rental, Parking Fees / Baggage fees)	1	\$200.00	\$0.00	\$0.00	\$0.00	\$200.00	\$0.00	\$200.00
<b>TOTAL</b>							<b>\$3,387.23</b>	<b>\$640.00</b>

#### V. Funding Attributes (Provided by Agency Budget Responsible Manager or Agency Fiscal Officer)

Fund	Agency	Program	Cost Center	Account	Project	Award	Interfund	Future 1	Future 2
<b>1010001</b>	<b>CHO</b>	<b>100022</b>	<b>50280</b>	<b>7131027</b>	<b>000000</b>	<b>000000</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>

#### VI. Traveler Signature

I certify that I am requesting authorization to travel on official District government business. I will keep original receipts for all expenses and submit them, along with a properly completed travel reconciliation form, within ten (10) business days of the authorized travel completion date. I understand that I will not be reimbursed for any expenses that are not associated with official business, not authorized by this form, or not authorized by Title 1, Chapter 8 of the D.C. Municipal Regulations, District of Columbia Employees Travel and Related Expenses or other applicable District or federal law or regulations. I understand that if expenses are incurred by the District (such as through an advance to me or through advance payments to third parties) and I fail to travel or attend the training, fail to submit a properly completed travel reconciliation form by the required date, or fail to reimburse the District for any advance in excess of actual and authorized expenses, the balance due may be withheld from my pay or from other District payments due to me now or in the future; I may also be subject to disciplinary action.

Signature <i>Wynter Clarke</i>	Date <b>11/15/2024</b>
-----------------------------------	---------------------------

#### VII. Authorizations

Administration Representative	Name: Hemchand Hemraj	Title: Chief Operating Officer	Signature: <i>Hemchand Hemraj</i>	Date: 11/15/2024
AFO or Budget Analyst	Name: Paul Blake	Title: Agency Fiscal Officer	Signature: <i>Paul K. Blake</i>	Date: 11/15/2024
Agency Director or Designee	Name: Sheila Barfield	Title: Executive Director	Signature: <i>Sheila Barfield</i>	Date: 11/15/2024
City Administrator (If required per Mayor's Order)	Name (Printed)	Title:	Signature	Date
Office of the Chief of Staff (International Only)	Name (Printed)	Title:	Signature	Date





Q.4 Staff Expenses  
GOVERNMENT OF THE DISTRICT OF COLUMBIA  
(Agency Name)



TR-3 REQUEST FOR TRAVEL EXPENSE REIMBURSEMENT FORM

I. Travel Package Control									
1. Name of Traveler <b>Wynter Clarke</b>		2. Employee ID: <b>00091024</b>		3.. Agency <b>OEa (CHO)</b>					
4. Position Title <b>Hearing Examiner</b>		5. Travel Date: To: <b>12/2/2024</b> From: <b>12/5/2024</b>							
6. Description of Travel/Training <b>Artificial Intelligence for all Judges and Lawyers: A Comprehensive Course</b>		7. Travel Destination <b>Pittsburgh, PA</b>		8. Training, Conference or Seminar Cost <b>\$4,027.23</b>					
II. Traveler Advance Request									
7. Traveler Home Address:		9. Reimbursement Requested Reimbursement Owed to Traveler <input type="checkbox"/> Complete section III not IV Reimbursement Owed to the District <input checked="" type="checkbox"/> Complete section IV no III							
10. Phone Number									
11. Special Notes:									
III. Owed to the Traveler				IV. Owed to the District					
Item		Dollar Amount		Item		Dollar Amount			
Total Cost of Travel		\$0.00		Total Cost of Travel		\$4,027.23			
Advance Amount		\$0.00		Advance Amount		\$640.00			
Reimbursement Amount Owed		\$0.00		Reimbursement Amount Owed		\$27.86			
<b>TOTAL Amount Requested for Reimbursement</b> Enter Amount either from Section III or Section IV				<b>\$27.86</b>					
VI. Traveler Signature									
<p>I certify that I am requesting expense reimbursement for travel on official District government business. I will keep original receipts for all expenses and submit them, along with a properly completed travel reconciliation form, within ten (10) business days of the authorized travel completion date. I understand that I will not be reimbursed for any expenses that are not associated with official business, not authorized by this form, or not authorized by Title 1, Chapter 8 of the D.C. Municipal Regulations, District of Columbia Employees Travel and Related Expenses or other applicable District or federal law or regulations. I understand that if expenses are incurred by the District (such as through an advance to me or through advance payments to third parties) and I fail to travel or attend the training, fail to submit a properly completed travel reconciliation form by the required date, or fail to reimburse the District for any advance in excess of actual and authorized expenses, the balance due may be withheld from my pay or from other District payments due to me now or in the future. I may also be subject to disciplinary action.</p> <p>Signature <i>Wynter Clarke</i> Date 12/12/2024</p>									
V. Review Checklist									
Travel Coordinator signs that the package is <u>Complete</u> , containing all required documentation: refer to SOP 890.100 for required documentation <i>Hemchand Hemraj</i> Signature of Coordinator									
Line Item	Receipt #1	Receipt #2	Receipt #3	Total Cost	Line Item	Receipt #1	Receipt #2	Receipt #3	Total Cost
Reviewers must calculate each expense item and write total amounts by hand.					Reviewers must calculate each expense item and write total amounts by hand.				
Training/Registration Fee	\$1,799.00	\$0.00	\$0.00	\$1,799.00	Training/Registration Fee	\$0.00	\$0.00	\$0.00	\$0.00
Transportation (Airlines, Train, Luggage, Fee)	\$801.63	\$0.00	\$0.00	\$801.63	Transportation (Airlines, Train, Luggage, Fee)	\$0.00	\$0.00	\$0.00	\$0.00
Lodging (Hotel, Tax)	\$786.60	\$0.00	\$0.00	\$786.60	Lodging (Hotel, Tax)	\$0.00	\$0.00	\$0.00	\$0.00
Food & Beverages (if more than 15 receipts are provided for food, reviewers should agree to use a combined per day calculation)	\$440.00	\$0.00	\$0.00	\$440.00	Food & Beverages (if more than 15 receipts are provided for food, reviewers should agree to use a combined per day calculation)	\$0.00	\$0.00	\$0.00	\$0.00
Personal Car (Milage x \$0.535)	\$0.00	\$0.00	\$0.00	\$0.00	Personal Car (Milage x \$0.535)	\$0.00	\$0.00	\$0.00	\$0.00
Ground Travel (Shuttles, Car Rental, Parking Fees)	\$172.14	\$0.00	\$0.00	\$172.14	Ground Travel (Shuttles, Car Rental, Parking Fees)	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL COST</b>				<b>\$3,999.37</b>	<b>TOTAL COST</b>				<b>\$3,999.37</b>
<b>Paperwork Accuracy</b> <input checked="" type="checkbox"/>					<b>Paperwork Accuracy</b> <input type="checkbox"/>				
All receipts were provided					All receipts were provided				
All Required Fields are Completed					All Required Fields are Completed				
Dollar Amount calculate correctly					Dollar Amount calculate correctly				
Information appears to be accurate					Information appears to be accurate				
No Found Spelling Errors					No Found Spelling Errors				
Reviewer # 1 <i>Hemchand Hemraj</i>					Reviewer #2				
Print Name: <b>Hemchand Hemraj, Chief Operating Officer</b>					Print Name:				



# ATTACHMENT #4

**Q.5 MOU (OEA)**

**OEA INTERAGENCY MOUS, FY2024 AND Q1 of FY2025, INCLUDING ANTICIPATED MOUS (Q5)**

Buyer agency name	Seller agency name	Seller Program name	Seller Program code	Buyer Activity name	Program	Original funding source (i.e. local, federal, SPR)	Service period (dates)	Description of MOU services, including name of project or initiative	Total MOU amount (\$), including any modifications	(Final) Date of signature on letter of intent	Date that funds were transferred to the buyer agency
OEA	OCTO			CONTRACTING & PROCUREMENT	100022	Local	10/01/2023 - 09/30/2024	OEA Case Management System	\$ 16,400.00		*
OEA	DCHR			CONTRACTING & PROCUREMENT	100022	Local	10/01/2023 - 09/30/2024	OEA HR Support Services	\$ 11,126.00		**
OEA	DGS			CONTRACTING & PROCUREMENT	100022	Local	10/01/2023 - 09/30/2024	OEA Security Services	\$ 527.94		***
OEA	DSLBD			CONTRACTING & PROCUREMENT	100022	Local	10/01/2023 - 09/30/2024	OEA Access to DSLBD E-Filing System	\$ 336.00		****

# ATTACHMENT #5

OFFICE OF THE CHIEF TECHNOLOGY OFFICER  
GOVERNMENT OF THE DISTRICT OF COLUMBIAMOU Executive Brief  
OCTO Division

## OCTO Deputy/Executive:

Carol Harrison

## Program Manager:

Mark McDermott

## Agency:

DISTRICT OF COLUMBIA OFFICE OF EMPLOYEE  
APPEALS (OEA)

## Dollar Amount:

\$16,400.00

## Date Submitted:

Oct 4 2023 3:17PM

## eMOU#:

TO0CH0-2024-02061

## Project Description:

This MOU covers production application support for the OEA CaseTrack/CaseSearch applications ("Application") for Fiscal Year 2024.

## Risks:

## Challenges:

## Urgency:



Normal



Rush



Expedite



# MEMORANDUM OF UNDERSTANDING

BETWEEN

**DISTRICT OF COLUMBIA OFFICE OF EMPLOYEE APPEALS**

AND

**DISTRICT OF COLUMBIA OFFICE OF THE CHIEF TECHNOLOGY  
OFFICER**

**FOR FISCAL YEAR 2024**

---

**MOU Number: TO0CH0-2024-02061**

## I. INTRODUCTION

This Memorandum of Understanding ( "**MOU**") is entered into between the **DISTRICT OF COLUMBIA OFFICE OF EMPLOYEE APPEALS** ("Buyer Agency") and the **OCTO** ("Seller Agency"), each of which is individually referred to in this MOU as a "Party" and both of which together are collectively referred to in this MOU as the "Parties".

## II. LEGAL AUTHORITY FOR MOU

D.C. Official Code § 1-301.01(k).

## III. OVERVIEW OF PROGRAM GOALS AND OBJECTIVES

This MOU represents services provided by OCTO to the Office of Employee Appeals to support the currently in production OEA CaseTrack application and the OEA CaseSearch website, which was developed by OCTO's Applications Development & Operations program in Fiscal Year 2018.

## IV. SCOPE OF SERVICES

Pursuant to the applicable authorities and in furtherance of the shared goals of the Parties, the Parties agree as follows:

### A. RESPONSIBILITIES OF SELLER AGENCY

The Seller Agency shall provide a total of 160 hours of:

1. Application management and maintenance;
2. Monthly Application patching to address known vulnerabilities;
3. Technical support;
4. Provide monthly status on expenses related to the funds provided in this MOU; Minor enhancements to the Application which do not require underlying architecture change.

## B. RESPONSIBILITIES OF BUYER AGENCY

The Buyer Agency shall:

1. Provide a Point of Contact (POC) for OEA;
2. Verify from the OEA side that the Application is operating without issue after each patching cycle;
3. Provide the funding identified under the heading, "Payment," below.

## V. DURATION OF THIS MOU

### A. PERIOD

The period of this MOU shall be from **Oct 01, 2023** (the "effective date") through **Sep 30, 2024**, unless early terminated pursuant to Section XI of this MOU.

### B. EXTENSION

The Parties may extend the period of this MOU by exercising a maximum of **four (4)** of **twelve month** option period(s). Option periods may consist of a fiscal year, a fraction thereof, or multiple successive fractions of a fiscal year. Buyer Agency shall provide Seller Agency with written notice of its intent to exercise an option period at least sixty **(60)** days before the expiration of the initial or extended term of this MOU. The exercise of an option period is subject to the availability of funds at the time it is exercised.

## VI. FUNDING PROVISIONS

### A. COST OF SERVICES

The total cost to the Buyer Agency for the goods and/or services provided under this MOU shall not exceed **\$16,400.00** for Fiscal Year 2024. The total cost of the goods and/or services is based on the [Buyer and] Seller Agency's estimate of the actual cost of the goods and/or services that will be provided under this MOU, including labor, materials and overhead.

### B. PAYMENT

1. Within thirty (30) days after this MOU is fully executed, the Buyer Agency shall create an Interagency Project and fund it through an Award in the amount set forth in Section VI.A of this MOU. The Interagency Project shall be established in a manner that allows the Seller Agency to directly charge the Project for the costs the Seller Agency incurs in providing goods and/or services under this MOU.
2. The Seller Agency shall charge the Interagency Project only for the actual cost of goods and/or services provided under this MOU.
3. For each charge against the Interagency Project, including personnel costs documented in Peoplesoft, the Seller Agency shall attach, to the Project, documentation that supports the charge, including invoices as applicable.

### C. ANTI-DEFICIENCY CONSIDERATIONS

The Parties acknowledge and agree that nothing in this MOU creates a financial obligation in anticipation of an appropriation and that all provisions of this MOU are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349, 1351, (ii) the District of Columbia Anti-deficiency Act, D.C. Official Code §§ 47-355.01-355.08, (iii) D.C. Official Code § 47-105, and (iv) D.C. Official Code § 1-204.46, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

## **VII. AMENDMENTS**

This MOU may be amended only by the written agreement of the Parties. Amendments shall be dated and signed by authorized representatives of the Parties.

## **VIII. CONSISTENT WITH LAW**

The Parties shall comply with all applicable laws, rules, and regulations whether now in effect or hereafter enacted or promulgated.

## **IX. COMPLIANCE AND MONITORING**

The Seller Agency will be subject to scheduled and unscheduled monitoring reviews to ensure compliance with all applicable requirements of this MOU.

## **X. RECORDS AND REPORTS**

A. The Buyer Agency and Seller Agency shall maintain records and receipts for the expenditure of all funds provided pursuant to this MOU for a period of no less than three (3) years after the date of expiration or termination of this MOU.

B. Both the Buyer Agency and Seller Agency shall have access to all records in the Interagency Project established pursuant to section VI.B. of this MOU.

## **XI. TERMINATION**

A. Either Party may terminate this MOU in whole or in part by giving thirty (30) calendar days advance written notice to the other Party.

B. In the event of termination of this MOU, the Buyer Agency and Seller Agency shall reconcile any amounts due to the Seller Agency under this MOU. The Buyer Agency shall not remove funding from the Interagency Project established pursuant to section VI.B. of this MOU until the Seller Agency has drawn down the amounts due, except to the extent that the funding in the Interagency Project exceeds the amounts due to the Seller Agency.

## **XII. NOTICES**

The following individuals are the contact points for each Party:

### **OEA**

Hemraj, Hemchand (OEA)

955 L'enfant Plaza, SW, Suite 2500  
Washington, D.C., 20024

Phone: (202) 727-5895  
Email : hemchand.hemraj@dc.gov

Q.7 MOU FY24

**OCTO**

Mark McDermott

200 I ST SE, 5th Floor  
Washington, D.C. 20003  
Phone : (202) 727 5959  
Email :mark.mcdermott@dc.gov

**XIII. RESOLUTION OF DISPUTES**

All disputes arising under this MOU shall be referred to the Hemraj, Hemchand (OEA) and the Mark McDermott for resolution. If these individuals are unable to resolve such a dispute, the dispute shall be referred to the directors of **DISTRICT OF COLUMBIA OFFICE OF EMPLOYEE APPEALS** and **OCTO** for resolution.

**XIV. CONFIDENTIAL INFORMATION**

The Parties shall use, restrict, safeguard, and dispose of all information related to good and/or services provided under this MOU in accordance with all relevant federal and District statutes, regulations, and policies.



**IN WITNESS WHEREOF, the Parties hereto have executed this MOU as follows:**

**DISTRICT OF COLUMBIA OFFICE OF EMPLOYEE APPEALS, District of Columbia**

*Sheila G. Barfield*

Date: 10/24/2023

---

Executive Director

Sheila G. Barfield

**DISTRICT OF COLUMBIA OFFICE OF THE CHIEF TECHNOLOGY OFFICER**

*Stephen N. Miller*

Date: Nov 14, 2023

---

Acting Chief Technology Officer

Dr. Christopher R. Rodriguez

## INTRA-DISTRICT STANDARD REQUEST FORM

Q.7 MOU FY24

Government of District of Columbia

MOU  
Number: TO0CH0-2024-02061Date of  
MOU: 10/12/2023**Buyer Information**Agency  
Name: OEAAgency  
Code: CH0Name of  
Contact: Paul K. Blake

Address: 955 L'enfant Plaza, SW, Suite 2500

Telephone #: (202) 727-5895

Fax #:

*Paul K. Blake*

Date: 10/24/2023

Signature

**Seller Information**Agency  
Name: OCTOAgency  
Code: TO0Name of  
Contact:Address: 200 I ST, SE WASHINGTON, DC  
20003

Telephone #:

Fax #:

Date:

Signature

**Service Information and Funding Codes**GOOD/  
SERVICE:**Buyer**

AGY	YR	ORG	FUND	INDEX	PCA	OBJ	AOBJ	GRANT	PROJ	AG1	AG2	AG3	AMOUNT
-----	----	-----	------	-------	-----	-----	------	-------	------	-----	-----	-----	--------

**Seller**

AGY	YR	ORG	FUND	INDEX	PCA	OBJ	AOBJ	GRANT	PROJ	AG1	AG2	AG3	AMOUNT
-----	----	-----	------	-------	-----	-----	------	-------	------	-----	-----	-----	--------

TO0CH0-2024-02061

Step Name	Name	Status Name	Status Date	Comments
Buyer Agency Final Review of MOU	Hemraj, Hemchand (OEA) (OEA)	Approved	10/24/2023 11:28:24 AM	Approve
MOU Signature - Buyer Agency	Sheila Barfield (OEA)	Signed	10/24/2023 12:59:32 PM	
IDS SR Form Signature - Buyer Agency	Paul Blake, AFO (OCFO)	Signed	10/24/2023 10:34:14 PM	

**Interagency Standard Request Form (IASRF) Agreement***(Completed by Awarding Agency after approval of MOU and Setup a Project, Budget & Award in DIFS)*Agreement Title: OEA 2024 Maintenance MOU Agreement Number: TO0CH0-2024-02061**Buyer Contact**

	Program Management	Agency Financial Manager	Agency Fiscal officer
Name	Hemchand Hemraj	Tiffany Gill	Paul Blake
Phone	202.727.5895	202.481.3427	202-727-9833

Buyer Agency: Office of Employee Appeals

Signature

*Paul K. Blake***Seller Contact**

	Program Management	Agency Budget	Agency Accountant
Name	Mark McDermott	Phil Peng	Mekonnen Dibaba
Phone	202.727.5959	202-727-8472	202-727-0562

Seller Agency: Office of the Chief Technology Officer

Signature

*phil peng* 12/18/23

Description	Attributes	Attributes (additional if needed)	Attributes (additional if needed)
<b>Seller Agency Code and Name</b>	TO0 – Office of the Chief Technology Officer		
<b>Buyer Agency Code and Name</b>	CH0 – District of Columbia Office of Employee Appeals		
Service Period	FY24		
Further Scope of Services or Conditions Attached (Y or N)	Y		
Extension Amount (Y or N)	N		
Buyers Fund	1010001		
Program	100022		
Cost Center	50280		
Project PATEO (Project, Award, Task, Expense Type, Organization)			
Project Name	CH0-Application-TO0		
Project Number	402020		
Award	1000837		
Task	Task 24, Sub Task 24.01		
Expense Type (Account)	7132001		
Organization			
Amount			
Funding Amount Agreed Upon (Total)	\$16,400.00		



# MEMORANDUM OF UNDERSTANDING

BETWEEN

THE OFFICE OF EMPLOYEE APPEALS

AND

THE DISTRICT OF COLUMBIA DEPARTMENT OF HUMAN RESOURCES

**FOR FISCAL YEAR 2024**

## **I. INTRODUCTION**

This Memorandum of Understanding (“MOU”) is entered into between the Office of Employee Appeals (OEA or “Buyer Agency”) and the District of Columbia Department of Human Resources (DCHR or “Seller Agency”), each of which is individually referred to in this MOU as a “Party” and both of which together are collectively referred to in this MOU as the “Parties”.

## **II. LEGAL AUTHORITY FOR MOU**

D.C. Official Code § 1-301.01(k).

## **III. OVERVIEW OF PROGRAM GOALS AND OBJECTIVES**

The Buyer serves as the personnel authority for its staff and provides personnel and resource support to other offices. However, the Buyer lacks the human resources (HR) processing infrastructure necessary to accommodate its personnel related operations. Through this MOU, the Seller shall provide the Buyer the needed HR services.

## **IV. SCOPE OF SERVICES**

Pursuant to the applicable authorities and in furtherance of the shared goals of the Parties, the Parties agree as follows:

### **A. RESPONSIBILITIES OF SELLER AGENCY**

The Seller Agency shall provide the Buyer Agency the HR services listed in *Attachment A*. For each service, the Seller Agency shall provide policy guidance, data processing, and customer service to the Buyer Agency, its management staff, and its employees, when applicable.

### **B. RESPONSIBILITIES OF BUYER AGENCY**

## Q.7 MOU FY24

In support of the services listed in *Attachment A*, the Buyer Agency shall:

1. Fund a project in the amount of \$11,126 (eleven thousand, one hundred and twenty-six dollars) within thirty (30) days of the effective date to Seller Agency;
2. Ensure that Seller Agency receives all documentation reasonably necessary in a timely fashion to carry out its responsibilities under this MOU;
3. Ensure that employees are actively enrolled in Employee Self Service;
4. Designate an OEA employee to serve as a Human Resources Advisor (HRA), who will coordinate with DCHR personnel to facilitate the services provided by DCHR.
5. Coordinate, in good faith and promptly, with DCHR before engaging in any corrective or adverse action procedure involving an OEA employee, non-union dispute resolution or mediation, or non-union grievance process;
6. Agree to be bound by the provisions of the Comprehensive Merit Personnel Act, Title 6B of the D.C. Municipal Regulations;
7. Understand that DCHR will not provide guidance and support on actions taken by OEA outside of DCHR's policies, procedures, issuances, and other guidance; and
8. Agree that this MOU does not include any services relating to enhanced suitability assessments pursuant to Chapter 4 of Title 6B of the D.C. Municipal Regulations.

### **V. DURATION OF THIS MOU**

#### **A. PERIOD**

The period of this MOU shall be from October 1, 2023 (the "effective date") through September 30, 2024, unless early terminated pursuant to Section XI of this MOU.

### **VI. FUNDING PROVISIONS**

#### **A. COST OF SERVICES**

The total cost to the Buyer Agency for the services provided under this MOU shall not exceed \$11,126 for Fiscal Year 2024. The total cost of the services is based on the Seller Agency's estimate of the actual cost of the services that will be provided under this MOU.

#### **B. PAYMENT**

1. Within thirty (30) days after this MOU is fully executed, or by November 1, 2023, the Buyer Agency shall create an Interagency Project and fund it through an Award in the amount set forth in Section VI.A of this MOU. The Interagency Project shall be established in a manner that allows the Seller Agency to directly charge the Project for the costs the Seller Agency incurs in providing goods and/or services under this MOU.
2. The Seller Agency shall charge the Interagency Project only for the actual cost of goods and/or services provided under this MOU.
3. For each charge against the Interagency Project, other than personnel costs documented in Peoplesoft, the Seller Agency shall attach, to the Project, documentation that supports the charge, including invoices as applicable.

**C. ANTI-DEFICIENCY CONSIDERATIONS**

The Parties acknowledge and agree that nothing in this MOU creates a financial obligation in anticipation of an appropriation and that all provisions of this MOU are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349, 1351, (ii) the District of Columbia Anti-deficiency Act, D.C. Official Code §§ 47-355.01-355.08, (iii) D.C. Official Code § 47-105, and (iv) D.C. Official Code § 1-204.46, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

**VII. AMENDMENTS**

This MOU may be amended only by the written agreement of the Parties. Amendments shall be dated and signed by authorized representatives of the Parties.

**VIII. COMPLIANCE WITH LAW**

The Parties shall comply with all applicable laws, rules, and regulations whether now in effect of hereafter enacted or promulgated.

**IX. COMPLIANCE MONITORING**

The Seller Agency will be subject to scheduled and unscheduled monitoring reviews to ensure compliance with all applicable requirements of this MOU.

**X. RECORDS AND REPORTS**

- A. The Buyer Agency and Seller Agency shall maintain records and receipts for the expenditure of all funds provided pursuant to this MOU for a period of no less than three (3) years after the date of expiration or termination of this MOU.

- B. Both the Buyer Agency and Seller Agency shall have access to all records in the Interagency Project established pursuant to section VI.B. of this MOU.
- C. Both the Buyer Agency and Seller Agency shall meet to reassess the Buyer Agency's HR needs by April 30, 2024. If it is determined that the required level of service provided is less than what was established on the effective date, the Agencies shall work to modify the services and adjust the funding at a prorated amount for the remainder of the fiscal year, as appropriate.

## **XI. TERMINATION**

- A. Either Party may terminate this MOU in whole or in part by giving forty-five (45) calendar days advance written notice to the other Party.
- B. In the event of termination of this MOU, the Buyer Agency and Seller Agency shall reconcile any amounts due to the Seller Agency under this MOU. The Buyer Agency shall not remove funding from the Interagency Project established pursuant to section VI.B. of this MOU until the Seller Agency has drawn down the amounts due, except to the extent that the funding in the Interagency Project exceeds the amounts due to the Seller Agency.

## **XII. NOTICES**

The following individuals are the contact points for each Party:

### Buyer Agency

Hemchand Hemraj, Chief Operating Officer  
955 L'Enfant Plaza, S.W., Suite 2500  
Washington, DC 20024  
(202) 727-5895

### Seller Agency

Nicole A. Cook, Chief Administrative Officer  
DC Department of Human Resources  
1015 Half Street, SE, 8<sup>th</sup> Floor  
Washington DC 20003  
(202) 316-8543

## **XIII. RESOLUTION OF DISPUTES**

All disputes arising under this MOU shall be referred to Hemchand Hemraj, Chief operating Officer and Nicole Cook, Chief Administrative Officer for resolution. If these individuals are unable to resolve such a dispute, the dispute shall be referred to the directors of OEA and DCHR for resolution.

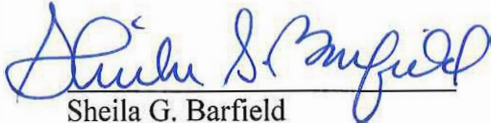


**XIV. CONFIDENTIAL INFORMATION**

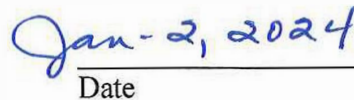
The Parties shall use, restrict, safeguard, and dispose of all information related to goods and/or services provided under this MOU in accordance with all relevant federal and District statutes, regulations, and policies.

**IN WITNESS WHEREOF**, the Parties have executed this MOU as follows:

**OFFICE OF EMPLOYEE APPEALS**



Sheila G. Barfield  
Executive Director

  
Date

**DISTRICT OF COLUMBIA DEPARTMENT OF HUMAN RESOURCES**



Charles Hall, Jr.  
Director

1/8/24

Date

DC DEPARTMENT OF HUMAN RESOURCES

Attachment A - HR SUPPORT SERVICES



**Benefits and Retirement Services**

Administrative processing of employee benefits coverage  
Administrative calculations and processing of retirements  
Individual retirement counseling



**Recruitment and Staffing Services**

Administrative processing of personnel actions  
Posting of vacancy announcements  
Rating and ranking of candidates  
Targeted recruitment  
Creation and maintenance of Official Personnel Folders  
New Hire Orientation services



**Classification and Compensation Services**

Classification of newly created positions  
Recertification of existing positions  
Desk audits  
Agency reorganizations or realignments  
Establishment of compensation schedules  
Processing of Within Grade Increases and COLAs



**Legal Review and Consultation Services**

Legal consultation and risk mitigation guidance, as requested



**Policy Advisement Services**

Management guidance on District Personnel Manual policies



**Employee Relations Services**

Management guidance on the progressive discipline process  
Guidance on FMLA/PFL policies and requirements



**Performance Management Services**

Guidance on effective Performance Management principles and implementation of e-Performance Management  
Oversight of performance management plans & evaluations  
Access to Performance Management appeals process

**Interagency Standard Request Form (IASRF) Agreement***(Completed by Awarding Agency after approval of MOU and Setup a Project, Budget & Award in DIFS)*

Agreement Title: \_\_\_\_\_ Agreement Number \_\_\_\_\_

**Buyer Contact**

	Program Management	Agency Budget	Agency Accountant
Name	Hemchand Hemraj	Tiffany Gill	Paul Blake
Phone	202-727-5895	202.481.3427	202.727.9833

Buyer Agency: Office of Employee Appeals Signature Paul K. Blake**Seller Contact**

	Program Management	Agency Budget	Agency Accountant
Name	Nicole Cook	Yared Assefa	Hugo Figueredo
Phone	202-316-8543	202-727-2718	240-491-2603

for

Seller Agency: James Hurley Signature Yared D. Assefa

Description	Attributes	Attributes (additional if needed)	Attributes (additional if needed)
Seller Agency Code and Name	BE0 – DCHR – Department of Human Resources		
Buyer Agency Code and Name	CH0 – OEA – Office of Employee Appeals		
Service Period	10/1/2023 – 9/30/2024		
Further Scope of Services or Conditions Attached (Y or N)	Y		
Extension Amount (Y or N)	N		
Services GL –Buyers Program & Cost Center	100022 & 50280		
Buyers Fund	1010001		
Buyer Project # – Assigned to Seller	202748		
Project Name	CH0-Personnel & Resource Support		
Project PATEO (Project, Award, Task, Expense Type, Organization)	202748,1000874,24.01, 7132001 ,CH0		
Funding Amount Agreed Upon	\$11,126		

# **MEMORANDUM OF UNDERSTANDING**

## **DGS | PROTECTIVE SERVICES DIVISION**

**Between OEA - Office of Employee Appeals and  
the Department of General Services (AM0)**

**Fiscal Year 2024**



## I. INTRODUCTION

This Memorandum of Understanding (“MOU”) is entered into between the *OEA - Office of Employee Appeals* (“Buyer Agency”) and the *District of Columbia Department of General Services* (“Seller Agency”), each of which is individually referred to in this MOU as a “Party” and both of which together are collectively referred to in this MOU as the “Parties.”

## II. LEGAL AUTHORITY FOR MOU

D.C. Official Code § 1-301.01(k).

## III. OVERVIEW OF PROGRAM GOALS AND OBJECTIVES

The Department of General Services’ Protective Services Division shall provide contract security guard services to the buyer agency. The details of the service schedule funded under this agreement can be found in Attachment A of this MOU.

## IV. SCOPE OF SERVICES

Pursuant to the applicable authorities and in furtherance of the shared goals of the Parties, the Parties agree as follows:

### a) Responsibilities of Seller Agency

DGS/PSD will post the specified number of contract security officers on the days and times specified in Attachment A, for security operations and visitor processing as outlined in the Post Orders found at each specific site location.

The security officer’s functions will include:

1. 100% I.D. check for all persons entering facility.
2. Monitor cameras for suspicious activity.
3. Appropriately respond to the observation or report of suspicious, emergency, and criminal activities.
4. Advise supervisor and the PSD Watch Command of suspicious activity, offenses and incidents.
5. Respond appropriately to all duress incidents, taking immediate action to control disruptive activity and maintain the proper decorum at shift locations.
6. Maintain the proper decorum for continued service of the clients.
7. Provide a written report on all unusual incidents to the PSD Watch Command, prior to the end of the tour of duty, and in addition to the normal reporting route.
8. Ensure the front entrance is clear of loitering.
9. De-escalate any conflicts.

### b) Responsibilities of Buyer Agency

1. Buyer Agency managers will work collaboratively and cooperatively with the officers, informing PSD of any absences or irregularities with the officers.
2. The Buyer Agency will work collaboratively with PSD on the development of a Post Order that fully encompasses the work of the Officers 24 hours before each event.

## V. DURATION OF THIS MOU

### a) Period

The period of this MOU shall be from the date the MOU is fully executed (the “Effective Date”) through September 30, 2024, unless terminated earlier pursuant to Section XI of this MOU.

## VI. FUNDING PROVISIONS

### a) Cost of Services

1. The total cost to the Buyer Agency for the goods and/or services provided under this MOU shall not exceed **\$527.94** for Fiscal Year 2024. Funding for services shall not exceed the actual cost of the goods and services.
2. The total cost of this MOU is based upon projected service costs outlined on the schedule provided in Attachment A, based on the type and number of contract security guards, hours worked, and the contract rates provided in Attachment A.
3. The Buyer agency may request additional security services that result in new costs. The Seller reserves the right to submit an amendment to increase funds under this MOU if additional security services increase the cost of services beyond the maximum amount of this MOU established in Section VI(a)(1) above.

### b) Payment

1. Within thirty (30) days after the Effective Date of this MOU, the Buyer Agency shall create an Interagency Project and fund it in the amount set forth in Section VI(a)(1) of this MOU. Within thirty (30) days of an amendment of this MOU as provided for in Section VI(a)(3), the Buyer Agency shall increase the funding in the Interagency Project to provide for the additional services requested by the Buyer Agency. Failure of the Buyer Agency to fund the additional services requested will result in a delay of the services being provided by Seller Agency. The Interagency Project shall be established in a manner that allows the Seller Agency to directly charge the Project for the costs the Seller Agency incurs in providing goods and/or services under this MOU.
2. If the services are requested by the Buyer Agency is sooner than thirty (30) days of the Effective Date of this MOU, then it is the responsibility of the Buying Agency to create an Interagency Project to meet the desired deadline.
3. The Seller Agency shall charge the Interagency Project only for the actual cost of goods and/or services provided under this MOU.
4. For each charge made directly against the Interagency Project via an accounting transaction, the Seller Agency shall attach, to the Interagency Project file, documentation that supports the charge, including invoices as applicable.
5. The Buyer Agency understands that its failure to timely comply with this Section VI(b) shall immediately result in the Seller Agency delaying or ceasing services under this MOU until payment is received.

### **c) Anti-deficiency Considerations**

The Parties acknowledge and agree that nothing in this MOU creates a financial obligation in anticipation of an appropriation and that all provisions of this MOU are and shall remain subject to the provisions of: (i) the Federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349, 1351; (ii) the District of Columbia Anti-deficiency Act, D.C. Official Code §§ 47-355.01-355.08; (iii) D.C. Official Code § 47-105; and (iv) D.C. Official Code § 1-204.46, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

## **VII. AMENDMENTS**

This MOU may be amended only by the written agreement of the Parties. Amendments shall be dated and signed by authorized representatives of the Parties.

## **VIII. COMPLIANCE WITH LAW**

The Parties shall comply with all applicable laws, rules, and regulations whether now in effect or hereafter enacted or promulgated.

## **IX. COMPLIANCE MONITORING**

The Seller Agency will be subject to scheduled and unscheduled monitoring reviews to ensure compliance with all applicable requirements of this MOU.

## **X. RECORDS AND REPORTS**

- A. The Buyer Agency and Seller Agency shall maintain records and receipts for the expenditure of all funds provided pursuant to this MOU for a period of no less than three (3) years after the date of expiration or termination of this MOU.
- B. Both the Buyer Agency and Seller Agency shall have access to all records in the Interagency Project established pursuant to Section VI(a) and (b) of this MOU.

## **XI. TERMINATION**

- A. Either Party may terminate this MOU in whole or in part by giving forty-five (45) calendar days advance written notice to the other Party's authorized representative.
- B. In the event of termination of this MOU, the Buyer Agency and Seller Agency shall reconcile any amounts due to the Seller Agency under this MOU. The Buyer Agency shall not remove funding from the Interagency Project established pursuant to Section VI of this MOU until the Seller Agency has drawn down the amounts due, except to the extent that the funding in the Interagency Project exceeds the amounts due to the Seller Agency.



## XII. NOTICES

The following individuals are the authorized representatives for each Party:

### Buyer Agency

Hemchand Hemraj  
Chief Operating Officer  
955 L'Enfant Plaza, SW, Suite#2500, Washington, DC 20024  
hemchand.hemraj@dc.gov  
2027275895

### Seller Agency

Larry "Nero" Priester  
Associate Director, Protective Services Division  
3924 Minnesota Ave NE  
Washington, DC 20019  
[larry.priester@dc.gov](mailto:larry.priester@dc.gov)  
202.701.4383

## XIII. RESOLUTION OF DISPUTES

All disputes arising under this MOU shall be referred to the *Sheila G. Barfield* and the *Associate Director Larry Priester* for resolution. If these individuals are unable to resolve such a dispute, the dispute shall be referred to the directors of OEA - Office of Employee Appeals and the District of Columbia Department of General Services for resolution.


## XIV. CONFIDENTIAL INFORMATION

The Parties shall use, restrict, safeguard, and dispose of all information related to goods and/or services provided under this MOU in accordance with all relevant federal and District statutes, regulations, and policies.



Q.7 MOU FY24

IN WITNESS WHEREOF, the parties have executed this MOU as follows:

 *Sheila G. Barfield*

2/22/2024

\_\_\_\_\_  
Sheila G. Barfield  
Executive Director

\_\_\_\_\_  
**Date**

DEPARTMENT OF GENERAL SERVICES

eSigned via SeamlessDocs.com  
*Delano Hunter*  
Key: 2612d4ad-c755-432a-9717-b105abe5bc17

02-27-2024

\_\_\_\_\_  
*Delano Hunter*  
Director

\_\_\_\_\_  
Date

Q.7 MOU FY24  
**ATTACHMENT A**

Location	Type Of Security	Total No Hours	Cost Per Hour	Total Cost
955 L'Enfant Plaza, Suite#2500 SW. Washington, DC 20024	Armed Special Police Officer	9	\$58.66	\$527.94

- **Total Cost - \$527.94**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
DISTRICT OF COLUMBIA OFFICE OF EMPLOYEE APPEALS  
AND  
DISTRICT OF COLUMBIA DEPARTMENT OF SMALL AND LOCAL BUSINESS  
DEVELOPMENT  
FOR FISCAL YEAR 2024**

**I. INTRODUCTION**

This Memorandum of Understanding (“**MOU**”) is entered into between the District of Columbia Office of Employee Appeals (“**OEA**” or “**Buyer Agency**”) and the District of Columbia Department of Small and Local Business Development (“**DSLBD**” or “**Seller Agency**”), collectively referred to herein as the “**Parties**” and individually as “**Party**.”

**II. LEGAL AUTHORITY FOR MOU**

D.C. Official Code § 1-301.01(k).

**III. OVERVIEW OF PROGRAM GOALS AND OBJECTIVES**

Buyer Agency has requested that Seller Agency provide Salesforce licenses for access to DSLBD’s District Enterprise System (“**DES**”). Such licenses are mandatory to access the DES. To this end, Seller Agency will procure one or more licenses, on behalf of the Buyer Agency, under the terms of this MOU so that the Buyer Agency may perform the budget, special exception, and expenditure review processes as well as update contract information and create waivers. Further, pursuant to D.C. Official Code §§ 2-218.46 and 2-218.51, Agencies are required to request a waiver for contracts in excess of \$250,000, if it is unable to allocate the required percentage of a contract to a Certified Business Enterprise (“**CBE**”).

**IV. SCOPE OF SERVICES**

Pursuant to the applicable authorities and in the furtherance of the shared goals of the Parties to carry out the purposes of this MOU expeditiously and economically, the Parties hereby agree as follows:

**A. RESPONSIBILITIES OF SELLER AGENCY**

1. The Seller Agency must provide the projected costs of the goods/services under this MOU. This detail shall be provided in the table in Section VI.A.
2. The Seller Agency works with the Buyer agency to complete the Interagency funding process using District Integrated Financial System (DIFS) on, or before, June 16, 2024

**B. RESPONSIBILITIES OF BUYER AGENCY**

## Q.7 MOU FY24

1. The Buyer Agency agrees to the terms, projected costs, and the funds' availability as associated with this MOU.
2. The Buyer Agency begins the Interagency funding process using DIFS within ten (10) days of the execution of the MOU.
3. The Buyer Agency shall create an Interagency Project and fund it through an Award in the amount set forth in Section VI.A of this MOU.
4. The Buyer Agency works with the Seller Agency to complete the Interagency funding process using DIFS on, or before, June 16, 2024.

### V. DURATION OF MOU

The duration of this MOU shall begin on the execution date of this MOU by the Parties, and it shall expire on July 9, 2025, unless (1) terminated in writing by the Parties prior to expiration pursuant to Section VII of this MOU or (2) extended by the Parties in writing.

### VI. FUNDING PROVISIONS

#### A. COST OF GOODS/ SERVICES

The total cost to the Buyer Agency for the goods and/or services provided under this MOU shall not exceed **\$336.00** for Fiscal Year 2024. The total cost of the goods and/or services is based on the Seller Agency's estimate of the actual cost of the goods and/or services that will be provided under this MOU listed herein:

LICENSE	UNIT PRICE	QTY	TOTAL
Lightning Platform Starter Unlimited Edition/Gov Cloud Access/Encryption Access	<b>\$168.00</b>	2	<b>\$336.00</b>

The license (*i.e.*, Lightning Platform Starter Unlimited Edition) works in conjunction with "Gov Cloud Access" and "Encryption Access." The cost of these additional products is included with the aforementioned license cost.

#### B. PAYMENT

1. The Buyer Agency shall create an Interagency Project and fund it through an Award in the amount set forth in Section VI.A of this MOU. The Interagency Project shall be established in a manner that allows the Seller Agency to directly charge the Project for the costs the Seller Agency incurs in providing goods and/or services under this MOU. The financial transaction shall be completed between the Buyer Agency and the Seller Agency on, or before June 16, 2024.

2. The Seller Agency shall charge the Interagency Project only for the actual cost of goods and/or services provided under this MOU.
3. For each charge against the Interagency Project, the Seller Agency shall attach, to the Project, documentation that supports the charge, including invoices as applicable.

**C. ANTI-DEFICIENCY CONSIDERATIONS**

The Parties acknowledge and agree that nothing in this MOU creates a financial obligation in anticipation of an appropriation, and that all provisions of this MOU are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349, 1351, (ii) the District of Columbia Anti-deficiency Act, D.C. Official Code §§ 47-355.01-355.08, (iii) D.C. Official Code § 47-105, and (iv) D.C. Official Code § 1-204.46, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

**VII. AMENDMENTS**

This MOU may be amended only by the written agreement of the Parties. Amendments shall be dated and signed by authorized representatives of the Parties.

**VIII. COMPLIANCE WITH LAW**

The Parties shall comply with all applicable laws, rules, and regulations whether now in effect or hereafter enacted or promulgated.

**IX. COMPLIANCE MONITORING**

The Seller Agency will be subject to scheduled and unscheduled monitoring reviews to ensure compliance with all applicable requirements of this MOU.

**X. RECORDS AND REPORTS**

- A. The Buyer Agency and Seller Agency shall maintain records and receipts for the expenditure of all funds provided pursuant to this MOU for a period of no less than three (3) years after the date of expiration or termination of this MOU.
- B. Both the Buyer Agency and Seller Agency shall have access to all records in the Interagency Project established pursuant to section VI.B. of this MOU.

## **XI. TERMINATION**

- A.** Either Party may terminate this MOU in whole or in part by giving thirty (30) calendar days advance written notice to the other Party.
- B.** In the event of termination of this MOU, the Buyer Agency and Seller Agency shall reconcile any amounts due to the Seller Agency under this MOU. The Buyer Agency shall not remove funding from the Interagency Project established pursuant to section VI.B. of this MOU until the Seller Agency has drawn down the amounts due, except to the extent that the funding in the Interagency Project exceeds the amounts due to the Seller Agency.

## **XII. NOTICES**

The following individuals are the contact points for each Party:

### **OEa**

#### **Hemchand Hemraj**

Chief Operating Officer

955 L'Enfant Plaza, SW, Suite 2500

Washington, DC 20024

Phone: (202) 727-5895

Email: [hemchand.hemraj@dc.gov](mailto:hemchand.hemraj@dc.gov)

### **DSLBD**

#### **Sirah Turner**

Chief Administrative Officer

441 4<sup>th</sup> Street, NW, Suite 850N

Washington, DC 20001

Phone: (202) 770-6283

Email: [sirah.turner@dc.gov](mailto:sirah.turner@dc.gov)

## **XIII. RESOLUTION OF DISPUTES**

All disputes arising under this MOU shall be referred to the individuals which are the contact points for each Party for resolution. If these individuals are unable to resolve such a dispute, the dispute shall be referred to the Directors of the Buyer Agency and the Seller Agency for resolution.

**XIV. CONFIDENTIAL INFORMATION**

The Parties shall use, restrict, safeguard, and dispose of all information related to goods and/or services provided under this MOU in accordance with all relevant federal and District statutes, regulations, and policies.


**IN WITNESS WHEREOF**, the Parties have executed this MOU as follows:

**BUYER AGENCY - OFFICE OF EMPLOYEE APPEALS**

  
\_\_\_\_\_  
Sheila G. Barfield  
Executive Director

Feb. 27, 2024  
Date

**SELLER AGENCY - DEPARTMENT OF SMALL AND LOCAL BUSINESS  
DEVELOPMENT**

  
\_\_\_\_\_  
Rosemary Suggs-Evans  
Director

04/01/2024  
Date



Q.7 MOU FY24

**Interagency Standard Request Form (IASRF) Agreement***(Completed by Awarding Agency after approval of MOU and Setup a Project, Budget & Award in DIFS)*Agreement Title: MOU Licensing Process - OEA Agreement Number **Buyer Contact**

	Program Management	Agency Budget	Agency Fiscal Officer
Name	Hemchand Hemraj	Anthony Bryant	Paul Blake
Phone	(202) 727-5895	202-727-2597	202.7279833

Buyer Agency: CH0 Signature Paul K. Blake**Seller Contact**

	Program Management	Agency Budget	Agency Fiscal Officer
Name	Sirah Turner	Ana Reyes	Curtis Lewis
Phone	202-770-6283 sirah.turner@dc.gov	202-724-8119 ana.reyes@dc.gov	202-724-7206 curtis.lewis3@dc.gov

Seller Agency: EN0 Signature Curtis Lewis Digitally signed by Curtis Lewis  
Date: 2024.04.19 15:01:12 -04'00'

Description	Attributes	Attributes (additional if needed)	Attributes (additional if needed)
Seller Agency Code and Name	EN0-DSLBD		
Buyer Agency Code and Name	CH0-OEA		
Service Period	3/26/2024 to 7/9/2025		
Further Scope of Services or Conditions Attached (Y or N)	Y		
Extension Amount (Y or N)	N		
Services GL –Buyers Program & Cost Center	100022 - 50280		
Buyers Fund	1010001		
Buyer Project # – Assigned to Seller	402222		
Project Name	EN0 Licensing OEA		
Project PATEO (Project, Award, Task, Expense Type, Organization)	402222, 1000913 24/24.01 - 7132001		
Funding Amount Agreed Upon	\$336.00		



<div>OFFICE OF THE CHIEF TECHNOLOGY OFFICER GOVERNMENT OF THE DISTRICT OF COLUMBIA</div> <div><div>★ ★ ★</div><div></div><div></div></div>		<div>Q.7 MOU FY25</div> <div>MOU Executive Brief OCTO Division</div>	
OCTO Deputy/Executive: Carol Harrison		Program Manager: Anup Sharma	
Agency: DISTRICT OF COLUMBIA OFFICE OF EMPLOYEE APPEALS (OEA)		Dollar Amount: \$16,400.00	
Date Submitted: Oct 3 2024 3:53PM		eMOU#: TO0CH0-2025-02163	
Project Description: This MOU covers production application support for the OEA CaseTrack/CaseSearch applications ("Application") for Fiscal Year 2025			
Risks:			
Challenges:			
Urgency: <div><div><input checked="" type="checkbox"/> Normal</div><div><input type="checkbox"/> Rush</div><div><input type="checkbox"/> Expedite</div></div>			



## MEMORANDUM OF UNDERSTANDING

BETWEEN

**DISTRICT OF COLUMBIA OFFICE OF EMPLOYEE APPEALS**

AND

**DISTRICT OF COLUMBIA OFFICE OF THE CHIEF TECHNOLOGY  
OFFICER**

**FOR FISCAL YEAR 2025**

---

**MOU Number: TO0CH0-2025-02163**

### I. INTRODUCTION

This Memorandum of Understanding ( "**MOU**") is entered into between the **DISTRICT OF COLUMBIA OFFICE OF EMPLOYEE APPEALS** ("Buyer Agency" or "OEA") and the **OFFICE OF THE CHIEF TECHNOLOGY OFFICER** ("Seller Agency" or "OCTO"), each of which is individually referred to in this MOU as a "Party" and both of which together are collectively referred to in this MOU as the "Parties".

### II. LEGAL AUTHORITY FOR MOU

D.C. Official Code § 1-301.01(k).

### III. OVERVIEW OF PROGRAM GOALS AND OBJECTIVES

This MOU covers production application support for the OEA CaseTrack/CaseSearch applications ("Application") for Fiscal Year 2025.

### IV. SCOPE OF SERVICES

Pursuant to the applicable authorities and in furtherance of the shared goals of the Parties, the Parties agree as follows:

#### A. RESPONSIBILITIES OF SELLER AGENCY

The Seller Agency shall provide a total of 160 hours of:

1. Application management and maintenance;
2. Monthly Application patching to address known vulnerabilities and
3. Technical support

#### B. RESPONSIBILITIES OF BUYER AGENCY

The Buyer Agency shall:

1. Provide a Point of Contact ("POC") for OEA;

2. Verify from the OEA side that the Application is operating without issue after each patching cycle; and
3. Provide the funding described under the heading "Payment" in this MOU

## **V. DURATION OF THIS MOU**

### **A. PERIOD**

The period of this MOU shall be from **Oct 01, 2024** (the "effective date") through **Sep 30, 2025**, unless early terminated pursuant to Section XI of this MOU.

### **B. EXTENSION**

The Parties may extend the period of this MOU by exercising a maximum of **four (4), 12-month** option period(s). Option periods may consist of a fiscal year, a fraction thereof, or multiple successive fractions of a fiscal year. Buyer Agency shall provide Seller Agency with written notice of its intent to exercise an option period at least **sixty (60)** days before the expiration of the initial or extended term of this MOU. The exercise of an option period is subject to the availability of funds at the time it is exercised.

## **VI. FUNDING PROVISIONS**

### **A. COST OF SERVICES**

The total cost to the Buyer Agency for the goods and/or services provided under this MOU shall not exceed **\$16,400.00** for Fiscal Year 2025. The total cost of the goods and/or services is based on the Buyer and Seller Agency's estimate of the actual cost of the goods and/or services provided under this MOU, including labor, materials, and overhead.

### **B. PAYMENT**

1. Within thirty (30) days after this MOU is fully executed, the Buyer Agency shall create an Interagency Project and fund it through an Award in the amount set forth in Section VI. A of this MOU. The Interagency Project shall be established to allow the Seller Agency to directly charge the Project for the costs the Seller Agency incurs in providing goods and/or services under this MOU.
2. The Seller Agency shall charge the Interagency Project only for the actual cost of goods and/or services provided under this MOU.
3. For each charge against the Interagency Project, other than personnel costs documented in Peoplesoft, the Seller Agency shall attach, to the Project, documentation that supports the charge, including invoices as applicable.

### **C. ANTI-DEFICIENCY CONSIDERATIONS**

The Parties acknowledge and agree that nothing in this MOU creates a financial obligation in anticipation of an appropriation and that all provisions of this MOU are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349, 1351, (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08, (iii) D.C. Official Code § 47-105, and (iv) D.C. Official Code § 1-204.46, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

## **VII. AMENDMENTS**

This MOU may be amended only by the written agreement of the Parties. Amendments shall be dated and signed by authorized representatives of the Parties.

#### **VIII. CONSISTENT WITH LAW**

The Parties shall comply with all applicable laws, rules, and regulations whether now in effect or hereafter enacted or promulgated.

#### **IX. COMPLIANCE AND MONITORING**

The Seller Agency will be subject to scheduled and unscheduled monitoring reviews to ensure compliance with all applicable requirements of this MOU.

#### **X. RECORDS AND REPORTS**

A. The Buyer Agency and Seller Agency shall maintain records and receipts for the expenditure of all funds provided pursuant to this MOU for a period of no less than three (3) years after the date of expiration or termination of this MOU.

B. Both the Buyer Agency and Seller Agency shall have access to all records in the Interagency Project established pursuant to Section VI.B. of this MOU.

#### **XI. TERMINATION**

A. Either Party may terminate this MOU in whole or in part by giving **thirty (30)** calendar days advance written notice to the other Party.

B. In the event of termination of this MOU, the Buyer Agency and Seller Agency shall reconcile any amounts due to the Seller Agency under this MOU. The Seller Agency shall return any remaining advance of funds that exceeds the amounts due within thirty (30) days after the reconciliation or at the end of the fiscal year, whichever is earlier.

#### **XII. NOTICES**

The following individuals are the contact points for each Party:

##### **OEA**

Hemraj, Hemchand (OEA)  
955 L'enfant Plaza, SW, Suite 2500  
Washington, D.C. 20024  
Phone: (202) 727-5895  
Email : hemchand.hemraj@dc.gov

##### **OCTO**

Anup Sharma  
200 I ST SE, 5th Floor  
Washington, D.C. 20003  
(202) 445-7383  
Email: anup.sharma@dc.gov

### **XIII. RESOLUTION OF DISPUTES**

All disputes arising under this MOU shall be referred to the Hemraj, Hemchand (OEA) and the Anup Sharma for resolution. If these individuals are unable to resolve such a dispute, the dispute shall be referred to the directors of **DISTRICT OF COLUMBIA OFFICE OF EMPLOYEE APPEALS** and **OFFICE OF THE CHIEF TECHNOLOGY OFFICER** for resolution.

### **XIV. CONFIDENTIAL INFORMATION**

The Parties shall use, restrict, safeguard, and dispose of all information related to goods and/or services provided under this MOU in accordance with all relevant federal and District statutes, regulations, and policies.

**IN WITNESS WHEREOF, the Parties hereto have executed this MOU as follows:**

**DISTRICT OF COLUMBIA OFFICE OF EMPLOYEE APPEALS, District of Columbia**

*Sheila G. Barfield*

Date: 10/8/2024

\_\_\_\_\_  
Executive Director  
Sheila G. Barfield

**Office of the Chief Technology Officer, District of Columbia**

*Stephen N Miller*

Date: 12/9/2024

\_\_\_\_\_  
Chief Technology Officer  
Stephen N Miller

**Attachment A – Spend Plan**

Department	Description	Account Name	Split Amount
DEVOPS (500228)		7131036 - IT SOFTWARE MAINTENANCE	\$14760.00
SQA (500227)		7131036 - IT SOFTWARE MAINTENANCE	\$1640.00
Total Amount:			\$16,400.00



## Q.7 MOU FY25

### Interagency Standard Request Form (IASRF) Agreement

(Completed by Awarding Agency after approval of MOU and Setup a Project, Budget & Award in DIFS)

Agreement Title: OEA 2025 Maintenance MOU

Agreement Number: TOOCH0-2025-02163

#### Buyer Contact

	Program Management	Agency Budget	Agency Accountant
Name:	Hemraj, Hemchand (OEA)		
Phone:	(202) 727-5895		

Buyer Agency: DISTRICT OF COLUMBIA OFFICE OF EMPLOYEE APPEALS

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

#### Seller Contact

	Program Management	Agency Budget	Agency Accountant
Name:	Anup Sharma		
Phone:	(202) 741 5841		

Seller Agency: DISTRICT OF COLUMBIA OFFICE OF THE CHIEF TECHNOLOGY OFFICER

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Description	Attributes	Attributes (additional if needed)	Attributes (additional if needed)
Seller Agency Code and Name	DISTRICT OF COLUMBIA OFFICE OF THE CHIEF TECHNOLOGY OFFICER - OCTO - TOO		
Buyer Agency Code and Name	DISTRICT OF COLUMBIA OFFICE OF EMPLOYEE APPEALS - OEA - CHO		
Service Period	10/01/2024-09/30/2025		
Further Scope of Services or Conditions Attached (Y or N)			
Extension Amount (Y or N)			
Services GL –Buyers Program & Cost Center			
Buyers Fund			
Buyer Project # – Assigned to Seller			
Project Name			
Project PATEO (Project, Award, Task, Expense Type, Organization)			
Funding Amount Agreed Upon	\$16,400.00		

Original Date 10/2/20; Rev. 8/2022

Interagency Standard Agreement v1

District Integrated Financial System

Government of The District of Columbia | Office of The Chief Financial Officer

## eMOU Approval History

1/23/2025 2:22:41  
PM

TO0CH0-2025-02163

Step Name	Name	Status Name	Status Date	Comments
MOU Author Review	Juan Easley (OCTO)	Approved	10/3/2024 4:00:10 PM	Approve
OCTO Program Manager Review	Anup Sharma (OCTO)	Approved	10/3/2024 4:30:57 PM	
OCTO General Counsel Review	Didden, Carly (OCTO)	Approved	10/7/2024 12:47:21 PM	
OCTO Executives Review	Carol Harrison (OCTO)	Approved	10/7/2024 1:45:59 PM	
Buyer Agency Final Review of MOU	Hemraj, Hemchand (OEA)	Approved	10/8/2024 10:07:03 AM	Approved
MOU Signature - Buyer Agency	Sheila Barfield (OEA)	Signed	10/8/2024 4:05:58 PM	
MOU Signature - OCTO	Stephen Miller (OCTO)	Signed	12/9/2024 11:11:16 AM	





# MEMORANDUM OF UNDERSTANDING

BETWEEN

THE OFFICE OF EMPLOYEE APPEALS

AND

THE DISTRICT OF COLUMBIA DEPARTMENT OF HUMAN RESOURCES

**FOR FISCAL YEAR 2025**

## **I. INTRODUCTION**

This Memorandum of Understanding (“MOU”) is entered into between the Office of Employee Appeals (OEA or “Buyer Agency”) and the District of Columbia Department of Human Resources (DCHR or “Seller Agency”), each of which is individually referred to in this MOU as a “Party” and both of which together are collectively referred to in this MOU as the “Parties”.

## **II. LEGAL AUTHORITY FOR MOU**

D.C. Official Code § 1-301.01(k).

## **III. OVERVIEW OF PROGRAM GOALS AND OBJECTIVES**

The Buyer serves as the personnel authority for its staff and provides personnel and resource support to other offices. However, the Buyer lacks the human resources (HR) processing infrastructure necessary to accommodate its personnel related operations. Through this MOU, the Seller shall provide the Buyer the needed HR services.

## **IV. SCOPE OF SERVICES**

Pursuant to the applicable authorities and in furtherance of the shared goals of the Parties, the Parties agree as follows:

### **A. RESPONSIBILITIES OF SELLER AGENCY**

The Seller Agency shall provide the Buyer Agency the HR services listed in *Attachment A*. For each service, the Seller Agency shall provide policy guidance, data processing, and customer service to the Buyer Agency, its management staff, and its employees, when applicable.

### **B. RESPONSIBILITIES OF BUYER AGENCY**

## Q.7 MOU FY25

In support of the services listed in *Attachment A*, the Buyer Agency shall:

1. Fund a project in the amount of \$11,126 (eleven thousand, one hundred and twenty-six dollars) within thirty (30) days of the effective date to Seller Agency;
2. Ensure that Seller Agency receives all documentation reasonably necessary in a timely fashion to carry out its responsibilities under this MOU;
3. Ensure that employees are actively enrolled in Employee Self Service;
4. Designate an OEA employee to serve as a Human Resources Advisor (HRA), who will coordinate with DCHR personnel to facilitate the services provided by DCHR.
5. Agree to be bound by the provisions of the Comprehensive Merit Personnel Act, Title 6B of the D.C. Municipal Regulations;
6. Understand that DCHR will not provide guidance and support on actions taken by OEA outside of DCHR's policies, procedures, issuances, and other guidance; and
7. Agree that this MOU does not include any services relating to enhanced suitability assessments pursuant to Chapter 4 of Title 6B of the D.C. Municipal Regulations.

### **V. DURATION OF THIS MOU**

#### **A. PERIOD**

The period of this MOU shall be from October 1, 2024 (the "effective date") through September 30, 2025, unless early terminated pursuant to Section XI of this MOU.

### **VI. FUNDING PROVISIONS**

#### **A. COST OF SERVICES**

The total cost to the Buyer Agency for the services provided under this MOU shall not exceed \$11,126 for Fiscal Year 2025. The total cost of the services is based on the Seller Agency's estimate of the actual cost of the services that will be provided under this MOU.

#### **B. PAYMENT**

1. Within thirty (30) days after this MOU is fully executed, or by November 1, 2024, the Buyer Agency shall create an Interagency Project and fund it

## Q.7 MOU FY25

through an Award in the amount set forth in Section VI.A of this MOU. The Interagency Project shall be established in a manner that allows the Seller Agency to directly charge the Project for the costs the Seller Agency incurs in providing goods and/or services under this MOU.

2. The Seller Agency shall charge the Interagency Project only for the actual cost of goods and/or services provided under this MOU.
3. For each charge against the Interagency Project, other than personnel costs documented in Peoplesoft, the Seller Agency shall attach, to the Project, documentation that supports the charge, including invoices as applicable.

### **C. ANTI-DEFICIENCY CONSIDERATIONS**

The Parties acknowledge and agree that nothing in this MOU creates a financial obligation in anticipation of an appropriation and that all provisions of this MOU are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349, 1351, (ii) the District of Columbia Anti-deficiency Act, D.C. Official Code §§ 47-355.01-355.08, (iii) D.C. Official Code § 47-105, and (iv) D.C. Official Code § 1-204.46, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

### **VII. AMENDMENTS**

This MOU may be amended only by the written agreement of the Parties. Amendments shall be dated and signed by authorized representatives of the Parties.

### **VIII. COMPLIANCE WITH LAW**

The Parties shall comply with all applicable laws, rules, and regulations whether now in effect of hereafter enacted or promulgated.

### **IX. COMPLIANCE MONITORING**

The Seller Agency will be subject to scheduled and unscheduled monitoring reviews to ensure compliance with all applicable requirements of this MOU.

### **X. RECORDS AND REPORTS**

- A. The Buyer Agency and Seller Agency shall maintain records and receipts for the expenditure of all funds provided pursuant to this MOU for a period of no less than three (3) years after the date of expiration or termination of this MOU.
- B. Both the Buyer Agency and Seller Agency shall have access to all records in the Interagency Project established pursuant to section VI.B. of this MOU.

- C. Both the Buyer Agency and Seller Agency shall meet to reassess the Buyer Agency's HR needs by April 30, 2025. If it is determined that the required level of service provided is less than what was established on the effective date, the Agencies shall work to modify the services and adjust the funding at a prorated amount for the remainder of the fiscal year, as appropriate.

## **XI. TERMINATION**

- A. Either Party may terminate this MOU in whole or in part by giving forty-five (45) calendar days advance written notice to the other Party.
- B. In the event of termination of this MOU, the Buyer Agency and Seller Agency shall reconcile any amounts due to the Seller Agency under this MOU. The Buyer Agency shall not remove funding from the Interagency Project established pursuant to section VI.B. of this MOU until the Seller Agency has drawn down the amounts due, except to the extent that the funding in the Interagency Project exceeds the amounts due to the Seller Agency.

## **XII. NOTICES**

The following individuals are the contact points for each Party:

### Buyer Agency

Hemchand Hemraj, Chief Operating Officer  
955 L'Enfant Plaza, S.W., Suite 2500  
Washington, DC 20024  
(202) 727-5895

### Seller Agency

Nicole A. Cook, Chief Administrative Officer  
DC Department of Human Resources  
1015 Half Street, SE, 8<sup>th</sup> Floor  
Washington DC 20003  
(202) 316-8543

## **XIII. RESOLUTION OF DISPUTES**

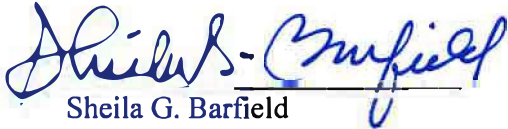
All disputes arising under this MOU shall be referred to Hemchand Hemraj, Chief operating Officer and Nicole Cook, Chief Administrative Officer for resolution. If these individuals are unable to resolve such a dispute, the dispute shall be referred to the directors of OEA and DCHR for resolution.

## **XIV. CONFIDENTIAL INFORMATION**

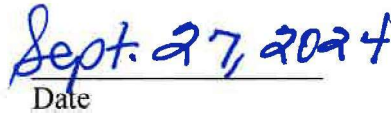
The Parties shall use, restrict, safeguard, and dispose of all information related to goods and/or services provided under this MOU in accordance with all relevant federal and District statutes, regulations, and policies.

IN WITNESS WHEREOF, the Parties have executed this MOU as follows:

**OFFICE OF EMPLOYEE APPEALS**



Sheila G. Barfield  
Executive Director



Date

**DISTRICT OF COLUMBIA DEPARTMENT OF HUMAN RESOURCES**



Charles Hall, Jr.  
Director

10/07/2024

Date

DC DEPARTMENT OF HUMAN RESOURCES

Attachment A - HR SUPPORT SERVICES



**Benefits and Retirement Services**

Administrative processing of employee benefits coverage  
Administrative calculations and processing of retirements  
Individual retirement counseling



**Recruitment and Staffing Services**

Administrative processing of personnel actions  
Posting of vacancy announcements  
Rating and ranking of candidates  
Targeted recruitment  
Creation and maintenance of Official Personnel Folders  
New Hire Orientation services



**Classification and Compensation Services**

Classification of newly created positions  
Recertification of existing positions  
Desk audits  
Agency reorganizations or realignments  
Establishment of compensation schedules  
Processing of Within Grade Increases and COLAs



**Legal Review and Consultation Services**

Legal consultation and risk mitigation guidance, as requested



**Policy Advisement Services**

Management guidance on District Personnel Manual policies



**Employee Relations Services**

Management guidance on the progressive discipline process  
Guidance on FMLA/PFL policies and requirements



**Performance Management Services**

Guidance on effective Performance Management principles and implementation of e-Performance Management  
Oversight of performance management plans & evaluations  
Access to Performance Management appeals process

# ATTACHMENT #6

# Office of Employee Appeals

[www.oea.dc.gov](http://www.oea.dc.gov)

Telephone: 202-727-0004

**Table CH0-1**

Description	FY 2022	FY 2023	FY 2024	FY 2025	% Change
	Actual	Actual	Approved	Approved	from FY 2024
OPERATING BUDGET	\$2,380,858	\$2,128,359	\$2,530,892	\$2,540,221	0.4
FTEs	14.3	13.9	14.5	14.5	0.0
CAPITAL BUDGET	\$0	\$0	\$0	\$0	N/A
FTEs	0.0	0.0	0.0	0.0	N/A

The mission of the Office of Employee Appeals (OEA) is to render impartial, legally sufficient, and timely decisions on appeals filed by District of Columbia government employees. OEA has jurisdiction over appeals in which an employee has been removed as a result of an adverse action for cause, placed on enforced leave for 10 days or more, suspended for 10 days or more, reduced in grade, subjected to a reduction in force, or appeals affecting a designation of the employee's position as safety-sensitive.

## Summary of Services

OEA offers District government agencies and employees the following three-part appeal process: mediation, adjudication, and petitions for review. The mediation process allows the employee and the agency an opportunity to resolve their disputes without going through the lengthy and costly adjudication process. The adjudication process results in disputes being resolved by an administrative judge who issues an initial decision and finds in favor of either the agency or employee. The petition for review process provides an impartial review of initial decisions by OEA's Board.



The agency's FY 2025 approved budget is presented in the following tables:

## FY 2025 Approved Gross Funds Operating Budget and FTEs, by Revenue Type

Table CH0-2 contains the approved FY 2025 budget by revenue type compared to the FY 2024 approved budget. It also provides FY 2022 and FY 2023 actual data.

**Table CH0-2**

(dollars in thousands)

	Dollars in Thousands						Full-Time Equivalents					
	Actual FY 2022	Actual FY 2023	Approved FY 2024	Approved FY 2025	Change from FY 2024	% Change*	Actual FY 2022	Actual FY 2023	Approved FY 2024	Approved FY 2025	Change from FY 2024	% Change*
<b>Appropriated Fund</b>												
<b>GENERAL FUND</b>												
Local Funds	2,381	2,128	2,531	2,540	9	0.4	14.3	13.9	14.5	14.5	0.0	0.0
<b>TOTAL FOR</b>												
<b>GENERAL FUND</b>	<b>2,381</b>	<b>2,128</b>	<b>2,531</b>	<b>2,540</b>	<b>9</b>	<b>0.4</b>	<b>14.3</b>	<b>13.9</b>	<b>14.5</b>	<b>14.5</b>	<b>0.0</b>	<b>0.0</b>
<b>GROSS FUNDS</b>	<b>2,381</b>	<b>2,128</b>	<b>2,531</b>	<b>2,540</b>	<b>9</b>	<b>0.4</b>	<b>14.3</b>	<b>13.9</b>	<b>14.5</b>	<b>14.5</b>	<b>0.0</b>	<b>0.0</b>

\*Percent change is based on whole dollars.

**Note:** If applicable, for a breakdown of each Grant (Federal and Private) and Special Purpose Revenue type, please refer to **Schedule 80 Agency Summary by Revenue Source** in the **FY 2025 Operating Appendices** located on the Office of the Chief Financial Officer's website.

## FY 2025 Approved Operating Budget, by Account Group

Table CH0-3 contains the approved FY 2025 budget at the Account Group level compared to the FY 2024 approved budget. It also provides FY 2022 and FY 2023 actual expenditures.

**Table CH0-3**

(dollars in thousands)

Account Group	Actual FY 2022	Actual FY 2023	Approved FY 2024	Approved FY 2025	Change from FY 2024	Percentage Change*
701100C - Continuing Full Time	1,649	1,593	1,762	1,933	171	9.7
701200C - Continuing Full Time - Others	179	88	206	71	-135	-65.6
701300C - Additional Gross Pay	108	1	0	0	0	N/A
701400C - Fringe Benefits - Current Personnel	347	329	396	395	-1	-0.2
<b>SUBTOTAL PERSONNEL SERVICES (PS)</b>	<b>2,284</b>	<b>2,012</b>	<b>2,363</b>	<b>2,399</b>	<b>35</b>	<b>1.5</b>
711100C - Supplies and Materials	4	8	7	7	0	0.0
712100C - Energy, Communications and Building Rentals	2	0	11	0	-11	-100.0
713100C - Other Services and Charges	36	64	39	54	15	38.8
713200C - Contractual Services - Other	30	19	80	80	0	0.0
715100C - Other Expenses	0	8	0	0	0	N/A
717100C - Purchases Equipment and Machinery	25	18	31	1	-30	-95.9
<b>SUBTOTAL NONPERSONNEL SERVICES (NPS)</b>	<b>97</b>	<b>117</b>	<b>168</b>	<b>142</b>	<b>-26</b>	<b>-15.5</b>
<b>GROSS FUNDS</b>	<b>2,381</b>	<b>2,128</b>	<b>2,531</b>	<b>2,540</b>	<b>9</b>	<b>0.4</b>

\*Percent change is based on whole dollars.

## FY 2025 Approved Operating Budget and FTEs, by Division/Program and Activity

Table CH0-4 contains the approved FY 2025 budget by division/program and activity compared to the FY 2024 approved budget. It also provides FY 2022 and FY 2023 actual data. For a more comprehensive explanation of divisions/programs and activities, please see the Division/Program Description section, which follows the table.

**Table CH0-4**

(dollars in thousands)

Division/Program and Activity	Dollars in Thousands					Full-Time Equivalents				
	Actual FY 2022	Actual FY 2023	Approved FY 2024	Approved FY 2025	Change from FY 2024	Actual FY 2022	Actual FY 2023	Approved FY 2024	Approved FY 2025	Change from FY 2024
<b>(AMP000) AGENCY MANAGEMENT PROGRAM</b>										
(AMP005) Contracting and Procurement	71	116	117	115	-1	0.0	0.0	0.0	0.0	0.0
(AMP006) Customer Service	73	73	64	67	3	1.0	0.9	1.0	1.0	0.0
(AMP012) Information Technology Services	85	43	74	69	-5	1.0	0.9	1.0	1.0	0.0
(AMP016) Performance and Strategic Management	344	365	442	402	-40	2.0	1.9	2.0	2.0	0.0
(AMP030) Executive Administration	682	624	759	771	12	5.0	4.6	5.0	5.0	0.0
<b>SUBTOTAL (AMP000) AGENCY MANAGEMENT PROGRAM</b>	<b>1,256</b>	<b>1,220</b>	<b>1,456</b>	<b>1,425</b>	<b>-31</b>	<b>8.9</b>	<b>8.4</b>	<b>9.0</b>	<b>9.0</b>	<b>0.0</b>
<b>(GO0054) ADJUDICATION</b>										
(O05401) Adjudication Process	1,021	888	971	1,116	144	5.2	5.1	5.0	5.5	0.5
(O05402) Appeals	27	1	11	0	-11	0.0	0.0	0.0	0.0	0.0
(O05403) Mediation	77	19	93	0	-93	0.2	0.5	0.5	0.0	-0.5
<b>SUBTOTAL (GO0054) ADJUDICATION</b>	<b>1,125</b>	<b>908</b>	<b>1,075</b>	<b>1,116</b>	<b>40</b>	<b>5.4</b>	<b>5.6</b>	<b>5.5</b>	<b>5.5</b>	<b>0.0</b>
<b>TOTAL APPROVED OPERATING BUDGET</b>	<b>2,381</b>	<b>2,128</b>	<b>2,531</b>	<b>2,540</b>	<b>9</b>	<b>14.3</b>	<b>13.9</b>	<b>14.5</b>	<b>14.5</b>	<b>0.0</b>

(Change is calculated by whole numbers and numbers may not add up due to rounding)

**Note:** For more detailed information regarding the approved funding for the activities within this agency's programs, please see **Schedule 30-PBB Program Summary by Activity**. For detailed information on this agency's Cost Center structure as reflected in the District's Chart of Accounts, please see **Schedule 30-CC FY 2025 Approved Operating Budget and FTEs, by Division/Office**. The schedules can be found in the **FY 2025 Operating Appendices** located on the Office of the Chief Financial Officer's website. Additional information on this agency's interagency agreements can be found in **Appendix H** in the **Executive Summary, Volume 1**.

## Program Description

The Office of Employee Appeals operates through the following 2 programs:

**Adjudication** – provides mediation sessions, impartial hearings, and adjudication appeals for District government employees who challenge an agency’s final decision on personnel matters.

This program contains the following activity:

- **Adjudication Process**– provides impartial, fair decisions to employees for timely resolution of their appeal.

**Agency Management** – provides for administrative support and the required tools to achieve operational and programmatic results. This program is standard for all agencies using performance-based budgeting.

## Program Structure Changes

The Office of Employee Appeals has no program structure changes in the FY 2025 approved budget.

---

## FY 2024 Approved Budget to FY 2025 Approved Budget, by Revenue Type

Table CH0-5 itemizes the changes by revenue type between the FY 2024 approved budget and the FY 2025 approved budget. For a more comprehensive explanation of changes, please see the FY 2025 Approved Budget Changes section, which follows the table.

---

**Table CH0-5**

(dollars in thousands)

DESCRIPTION	DIVISION/PROGRAM	BUDGET	FTE
<b>LOCAL FUNDS: FY 2024 Approved Budget and FTE</b>		<b>2,531</b>	<b>14.5</b>
Removal of One-Time Funding	Multiple Programs	-40	0.0
<b>LOCAL FUNDS: FY 2025 Recurring Budget</b>		<b>2,491</b>	<b>14.5</b>
Increase: To align personnel services and Fringe Benefits with projected costs	Multiple Programs	35	0.0
Decrease: To realize programmatic cost savings in nonpersonnel services	Multiple Programs	-11	0.0
<b>LOCAL FUNDS: FY 2025 Mayor’s Proposed Budget</b>		<b>2,515</b>	<b>14.5</b>
Enhance: To support the MOU with DCHR (one-time)	Agency Management Program	25	0.0
<b>LOCAL FUNDS: FY 2025 District’s Approved Budget</b>		<b>2,540</b>	<b>14.5</b>
<b>GROSS FOR CH0 - OFFICE OF EMPLOYEE APPEALS</b>		<b>2,540</b>	<b>14.5</b>

(Change is calculated by whole numbers and numbers may not add up due to rounding)

**Note:** For more detailed information regarding the approved funding for interagency projects funded within this agency, please see **Appendix H, FY 2025 Interagency Budgets, of the Executive Summary, Volume 1** located on the OCFO’s website.

---

## FY 2025 Approved Operating Budget Changes

Table CH0-6 contains the approved FY 2025 budget by fund compared to the FY 2024 approved budget.

---

**Table CH0-6**

<b>Appropriated Fund</b>	<b>FY 2024 Approved</b>	<b>FY 2025 Approved</b>	<b>% Change from FY 2024</b>
Local Funds	\$2,530,892	\$2,540,221	0.4
<b>GROSS FUNDS</b>	<b>\$2,530,892</b>	<b>\$2,540,221</b>	<b>0.4</b>

### Mayor's Proposed Budget

**Increase:** The Office of Employee Appeals' (OEA) proposed budget includes an increase of \$35,329 across multiple programs to support projected salary, step, and Fringe Benefit costs.

**Decrease:** OEA's budget proposal reflects a decrease of \$11,000 across multiple programs to realize programmatic cost savings in nonpersonal service costs.

### District's Approved Budget

**Enhance:** OEA's approved Local funds budget includes an increase of \$25,000 in the Agency Management program to support an Memorandum of Understanding (MOU) with the District of Columbia's Department of Human Resources (DCHR).

<b>Budget Details</b>	<b>FY2024</b>		<b>FY2025 (Q1)</b>	
District Approved Budget	\$	2,530,892	\$	2,540,221
Revised Budget	\$	2,365,892	\$	2,540,221
Actual Expenditure	\$	2,331,210	\$	685,261
Federal Funding	\$	-	\$	-

<sup>1</sup> ***FY2025 Actual Expenditure is as of Jan 24, 2025***

# ATTACHMENT #7

GOVERNMENT OF THE DISTRICT OF COLUMBIA  
OFFICE OF THE CHIEF FINANCIAL OFFICER  
GOVERNMENT OPERATIONS CLUSTER  
OFFICE OF FINANCE AND RESOURCE MANAGEMENT



MEMORANDUM

TO: The Office of Policy and Legislative Affairs

FROM: Sheila Barfield  
Executive Director  
Office of Employee Appeals

Kimberly A. Bassett  
Secretary of the District of Columbia  
Office of the Secretary

DATE: August 1, 2024

SUBJECT: FY 2024 Request to Reprogram \$125,000.00 from the (CH0) Office of Employee Appeals to the (BA0) Office of the Secretary

---

The Office of Employee Appeals (CH0) is requesting a budget reprogramming of \$125,000.00 in Local funds budget authority to the Office of the Secretary (BA0) to cover increased non-personnel services costs.

**Why are the funds needed?**

The funding is needed to cover unbudgeted non -personnel services expenditures in the 2024 fiscal year.

**Is this a reprogramming to restore a budget cut authorized by the Mayor and/or Council?**

No, this reprogramming will not restore a budget cut authorized by the Mayor or Council.

**How will the funds be reprogrammed?**

See the attached worksheet for details.

**Why are the funds available?**

The funds are available due to vacancy savings within the agency's FY2024 PS budget.



DIFS Journal Budget Entry (OPERATING BUDGET ONLY)

Government of the District of Columbia

Originating Agency Code and Name:

DATE

08/06/24

DOCUMENT INFORMATION

Fiscal Year: 24

Agency Director:

*David L. Pringle*

Budget Document Amount:

\$125,000.00

Period:

Agency CFO:

*Paul K. Blake*

Effective Date:

8/6/2024

Associate CFO:

*Paul K. Blake*

Approval Required for the Following (Check all that apply):

Shift Between Agencies/Projects

Shift Between Control Centers/Activities

Shift Between Responsibility Centers/Programs

Shift Within Responsibility Centers/Programs

Approval Level:

Agency

OBP

DC Council

FUND	AGENCY	PROGRAM	COST CENTER	ACCOUNT	PROJECT	AWARD	TASK	SUB-TASK	EXPENDITURE TYPE	CURRENT BUDGET AUTHORITY	AMT OF DECREASE	AMT OF INCREASE	REVISED BUDGET AUTHORITY
1010001	CHO	500198	50281	7012004	000000	0000000				128,795.00	(115,000.00)		13,795.00
1010001	CHO	500198	50281	7014008	000000	0000000				161,913.86	(1,000.00)		151,913.86
1010001	BAO	500075	50144	7132001	000000	0000000				0.00		125,000.00	125,000.00
TOTAL										290,708.86	(125,000.00)	125,000.00	290,708.86

DESCRIPTION:

Reprogramming to BAO to support non-personnel service expenses.



Control Budget	DC Authority Remission
Fiscal Year	2020
Month	6 - June
Revenue	0.00
Fund	AM
Account	AM
Program	AM
Project / Location	AM
Month	AM
Day	AM

[illegible]

[illegible]

# ATTACHMENT #8

## Welcome, Hemchand Hemraj

Select fiscal year:

2024

### Office of Employee Appeals

Fiscal Year: 2024

Budget Code: CH0

SBE Goal: \$83,765.88

SBE Spend: \$92,484.94

SBE Goal Completion: 110.41%

Manage Budget

Manage Expenditures

Manage Contracts

End of Year Narrative

Manage Agency Contacts

### NEED HELP?

### MY CASES

#### Contact DES Support

Submit a Case



#### District News

[Mayor's Public Schedule \(http://mayor.dc.gov/newsroom\)](http://mayor.dc.gov/newsroom)  
[Citywide News \(http://newsroom.dc.gov/\)](http://newsroom.dc.gov/)  
[Citywide Calendar \(http://calendar.dc.gov/\)](http://calendar.dc.gov/)  
[Subscribe to Receive Emails \(https://service.govdelivery.com/service/user.html?code=DCWASH\)](https://service.govdelivery.com/service/user.html?code=DCWASH)  
[Subscribe to Text Alerts \(https://textalert.ema.dc.gov/index.php?CCheck=1\)](https://textalert.ema.dc.gov/index.php?CCheck=1)



#### District Initiatives

[Green DC \(http://green.dc.gov/\)](http://green.dc.gov/)  
[Grade DC \(http://grade.dc.gov/\)](http://grade.dc.gov/)  
[Age-Friendly DC \(http://agefriendly.dc.gov/\)](http://agefriendly.dc.gov/)  
[Sustainable DC \(http://sustainable.dc.gov/\)](http://sustainable.dc.gov/)  
[Open DC \(http://open.dc.gov/\)](http://open.dc.gov/)  
[OGAG \(http://ogag.dc.gov/\)](http://ogag.dc.gov/)  
[Budget \(http://cfo.dc.gov/budget\)](http://cfo.dc.gov/budget)  
[Emancipation \(http://emancipation.dc.gov/\)](http://emancipation.dc.gov/)  
[Consumer Protection \(http://consumer.dc.gov/\)](http://consumer.dc.gov/)



#### About DC



#### Contact Us

[Agency Directory \(http://directory.dc.gov/\)](http://directory.dc.gov/)  
[Call 311 \(http://311.dc.gov/\)](http://311.dc.gov/)  
[Contact the Mayor \(http://app.dc.gov/apps/about.asp?page=atd&type=dsf&referrer=\[DSF\\_SERVER\\_NAME\\$\]&agency\\_id=1075\)](http://app.dc.gov/apps/about.asp?page=atd&type=dsf&referrer=[DSF_SERVER_NAME$]&agency_id=1075)  
[Contact Agency Directors \(https://dslbd.dc.gov/page/contact-agency-\)](https://dslbd.dc.gov/page/contact-agency-)

[Home](#)[Logout](#)

## Budget Summary

Agency Name: Office of Employee      Fiscal Year: 2024

FY Budget Code: 2024 CHO

### Appeals

APPROPRIATED BUDGET	BUDGET CHANGES	TOTAL ADJUSTED APPROVED BUDGET
Initial Appropriated Operating Budget: \$2,530,892.00	Adjusted Operating Budget: \$22,900.00	Appropriated Operating Budget: \$2,553,792.00
Initial Appropriated Capital Budget: \$0.00	Adjusted Capital Budget:	Appropriated Capital Budget: \$0.00
Total Appropriated Monitored Budget: \$2,530,892.00	Total Adjusted Monitored Budget: \$22,900.00	Monitored Budget: \$2,553,792.00
Total Initial Transfer Amount: \$0.00	Transfer Amounts: \$0.00	Appropriated Monitored Budget (excl. Transfers): \$2,553,792.00
Total Initial Automatic Exclusions: \$2,402,960.25	Automatic Exclusion Changes: (\$16,700.00)	Total Exclusions: \$2,386,260.25
Total Initial Approved Exceptions: \$0.00	Exceptions Changes: \$0.00	Total Exceptions: \$0.00
Total Initial Baseline Expendable Budget: \$127,931.75		
Total Initial Anticipated Transfers: \$0.00	Anticipated Transfers Changes: \$0.00	Total Adjusted Anticipated Transfers: \$0.00
Total Initial Approved Expendable Budget: \$127,931.75		Anticipated Expendable Budget: \$167,531.75
Total Approved SBE Goal: \$63,965.88		Adjusted Approved SBE Goal: \$83,765.88
Total SBE Spend: \$92,484.94		Percentage towards SBE Goal: 110.41%

## Expenditure Lines

\* If you disagree with your expenditures, please return to the "Expenditures" tab and request expenditure adjustments.

\* Wait until a final determination has been made on your adjustment requests before signing off on your quarterly expenditures.

### SBE Spend Summary by Quarter

Q1 SBE Spend: \$16,852.03

Q2 SBE Spend: \$6,273.34

Q3 SBE Spend: \$27,534.50

Q4 SBE Spend: \$41,825.07

### Signoff Section

Quarter: Q4

SBE Spend Amount: \$41,825.07

\* (required) Comments

Enter Comments

Approve

Reject

**Office of Employee Appeals (OEA) - Small Business Enterprise (SBE) Report for FY24 Expenditures**

Type of Expenditure	Purchase Order Number	Business Name	CBE Number	Is SBE?	CBE Status	Expenditure Amount	Payment Date	Fiscal Quarter
OCFO	PO699050	TPW CONSULTANTS LLC	LSDZ88326052025	Y	Active	\$ 2,727.00	12/16/2023	Q1
OCFO	PO699968	NEAL R GROSS AND CO INC	LSZXR10822082025	Y	Active	\$ 100.00	12/16/2023	Q1
OCFO	PO699968	NEAL R GROSS AND CO INC	LSZXR10822082025	Y	Active	\$ 195.00	12/16/2023	Q1
OCFO	PO699968	NEAL R GROSS AND CO INC	LSZXR10822082025	Y	Active	\$ 751.34	12/5/2023	Q1
OCFO	PO699968	NEAL R GROSS AND CO INC	LSZXR10822082025	Y	Active	\$ 385.31	12/5/2023	Q1
PCARD		STANDARD OFFICE SUPPLY	LSX72534032025	Y	Active	\$ 96.18	11/8/2023	Q1
PCARD		NEAL R GROSS CO I	LSZXR10822082025	Y	Active	\$ 914.40	11/2/2023	Q1
PCARD		STANDARD OFFICE SUPPLY	LSX72534032025	Y	Active	\$ 337.11	10/20/2023	Q1
PCARD		STANDARD OFFICE SUPPLY	LSX72534032025	Y	Active	\$ 75.84	10/30/2023	Q1
PCARD		NEAL R GROSS CO I	LSZXR10822082025	Y	Active	\$ 2,228.85	10/30/2023	Q1
PCARD		STANDARD OFFICE SUPPLY	LSX72534032025	Y	Active	\$ 255.18	12/26/2023	Q1
PCARD		STANDARD OFFICE SUPPLY	LSX72534032025	Y	Active	\$ 331.19	12/6/2023	Q1
PCARD		NEAL R GROSS CO I	LSZXR10822082025	Y	Active	\$ 295.00	11/28/2023	Q1
PCARD		NEAL R GROSS CO I	LSZXR10822082025	Y	Active	\$ 984.25	11/28/2023	Q1
PCARD		STANDARD OFFICE SUPPLY	LSX72534032025	Y	Active	\$ 30.00	11/20/2023	Q1
PCARD		NEAL R GROSS CO I	LSZXR10822082025	Y	Active	\$ 2,381.25	11/10/2023	Q1
PCARD		NEAL R GROSS CO I	LSZXR10822082025	Y	Active	\$ 2,622.55	11/10/2023	Q1
PCARD		STANDARD OFFICE SUPPLY	LSX72534032025	Y	Active	\$ 58.78	11/10/2023	Q1
PCARD		NEAL R GROSS CO I	LSZXR10822082025	Y	Active	\$ 2,082.80	11/8/2023	Q1

**\$ 16,852.03**

OCFO	PO699968	NEAL R GROSS AND CO INC	LSZXR10822082025	Y	Active	\$ 195.00	3/29/2024	Q2
OCFO	PO699968	NEAL R GROSS AND CO INC	LSZXR10822082025	Y	Active	\$ 650.61	3/29/2024	Q2
OCFO	PO699968	NEAL R GROSS AND CO INC	LSZXR10822082025	Y	Active	\$ 333.64	3/29/2024	Q2
OCFO	PO699968	NEAL R GROSS AND CO INC	LSZXR10822082025	Y	Active	\$ 100.00	3/29/2024	Q2
OCFO	PO699968	NEAL R GROSS AND CO INC	LSZXR10822082025	Y	Active	\$ 195.00	2/6/2024	Q2
OCFO	PO699968	NEAL R GROSS AND CO INC	LSZXR10822082025	Y	Active	\$ 100.00	2/6/2024	Q2
OCFO	PO699968	NEAL R GROSS AND CO INC	LSZXR10822082025	Y	Active	\$ 600.56	1/17/2024	Q2
OCFO	PO699968	NEAL R GROSS AND CO INC	LSZXR10822082025	Y	Active	\$ 1,171.09	1/17/2024	Q2
PCARD		STANDARD OFFICE SUPPLY	LSX72534032025	Y	Active	\$ 600.00	1/19/2024	Q2
PCARD		STANDARD OFFICE SUPPLY	LSX72534032025	Y	Active	\$ 1,906.58	2/7/2024	Q2
PCARD		STANDARD OFFICE SUPPLY	LSX72534032025	Y	Active	\$ 213.50	1/31/2024	Q2
PCARD		SENODA INC	LSZ96833052025	Y	Active	\$ 165.00	3/25/2024	Q2
PCARD		STANDARD OFFICE SUPPLY	LSX72534032025	Y	Active	\$ 42.36	3/11/2024	Q2

**\$ 6,273.34**

PCARD		STANDARD OFFICE SUPPLY	LSX72534032025	Y	Active	\$ 1,399.07	5/27/2024	Q3
PCARD		STANDARD OFFICE SUPPLY	LSX72534032025	Y	Active	\$ 664.30	5/27/2024	Q3
OCFO	PO699968	NEAL R GROSS AND CO INC	LSZXR10822082025	Y	Active	\$ 100.00	6/22/2024	Q3
OCFO	PO699968	NEAL R GROSS AND CO INC	LSZXR10822082025	Y	Active	\$ 195.00	6/22/2024	Q3
OCFO	PO699968	NEAL R GROSS AND CO INC	LSZXR10822082025	Y	Active	\$ 299.20	6/22/2024	Q3
OCFO	PO699968	NEAL R GROSS AND CO INC	LSZXR10822082025	Y	Active	\$ 583.45	6/22/2024	Q3
OCFO	PO699968	NEAL R GROSS AND CO INC	LSZXR10822082025	Y	Active	\$ 609.17	5/29/2024	Q3
OCFO	PO699968	NEAL R GROSS AND CO INC	LSZXR10822082025	Y	Active	\$ 1,225.66	5/29/2024	Q3
OCFO	PO699968	NEAL R GROSS AND CO INC	LSZXR10822082025	Y	Active	\$ 628.54	5/29/2024	Q3
OCFO	PO699968	NEAL R GROSS AND CO INC	LSZXR10822082025	Y	Active	\$ 1,158.50	5/29/2024	Q3
OCFO	PO699968	NEAL R GROSS AND CO INC	LSZXR10822082025	Y	Active	\$ 594.10	5/29/2024	Q3
OCFO	PO699968	NEAL R GROSS AND CO INC	LSZXR10822082025	Y	Active	\$ 1,187.88	5/29/2024	Q3
OCFO	PO699968	NEAL R GROSS AND CO INC	LSZXR10822082025	Y	Active	\$ 407.15	5/25/2024	Q3
OCFO	PO699968	NEAL R GROSS AND CO INC	LSZXR10822082025	Y	Active	\$ 208.80	5/25/2024	Q3
OCFO	PO699968	NEAL R GROSS AND CO INC	LSZXR10822082025	Y	Active	\$ 785.68	4/6/2024	Q3
OCFO	PO699968	NEAL R GROSS AND CO INC	LSZXR10822082025	Y	Active	\$ 1,246.64	4/6/2024	Q3
OCFO	PO699968	NEAL R GROSS AND CO INC	LSZXR10822082025	Y	Active	\$ 639.31	4/6/2024	Q3
OCFO	PO699968	NEAL R GROSS AND CO INC	LSZXR10822082025	Y	Active	\$ 1,532.07	4/6/2024	Q3
OCFO	PO705565	MVS INC	LSZX40206032027	Y	Active	\$ 14,069.98	5/7/2024	Q3

**\$ 27,534.50**

OCFO	PO712734	PUBLIC PERFORMANCE MANAGEMENT	LSDRE57224112026	Y	Active	\$ 4,275.76	9/28/2024	Q4
OCFO	PO712734	PUBLIC PERFORMANCE MANAGEMENT	LSDRE57224112026	Y	Active	\$ 114.00	9/28/2024	Q4
OCFO	PO712734	PUBLIC PERFORMANCE MANAGEMENT	LSDRE57224112026	Y	Active	\$ 1,702.36	9/28/2024	Q4
OCFO	PO699968	NEAL R GROSS AND CO INC	LSZXR10822082025	Y	Active	\$ 1,082.94	9/10/2024	Q4
OCFO	PO699968	NEAL R GROSS AND CO INC	LSZXR10822082025	Y	Active	\$ 555.36	9/10/2024	Q4
OCFO	PO699968	NEAL R GROSS AND CO INC	LSZXR10822082025	Y	Active	\$ 195.00	9/24/2024	Q4
OCFO	PO699968	NEAL R GROSS AND CO INC	LSZXR10822082025	Y	Active	\$ 100.00	9/24/2024	Q4

Type of Expenditure	Purchase Order Number	Business Name	CBE Number	Is SBE?	CBE Status	Expenditure Amount	Payment Date	Fiscal Quarter
OCFO	PO699968	NEAL R GROSS AND CO INC	LSZX10822082025	Y	Active	\$ 1,259.24	8/13/2024	Q4
OCFO	PO699968	NEAL R GROSS AND CO INC	LSZX10822082025	Y	Active	\$ 195.00	7/30/2024	Q4
OCFO	PO699968	NEAL R GROSS AND CO INC	LSZX10822082025	Y	Active	\$ 100.00	7/30/2024	Q4
OCFO	PO699968	NEAL R GROSS AND CO INC	LSZX10822082025	Y	Active	\$ 256.04	7/30/2024	Q4
OCFO	PO699968	NEAL R GROSS AND CO INC	LSZX10822082025	Y	Active	\$ 131.31	7/30/2024	Q4
OCFO	PO699968	NEAL R GROSS AND CO INC	LSZX10822082025	Y	Active	\$ 645.76	8/13/2024	Q4
OCFO	PO708888	MVS INC	LSZX40206032027	Y	Active	\$ 16,400.00	8/2/2024	Q4
PCARD		STANDARD OFFICE SUPPLY	LSX72534032025	Y	Active	\$ 1,854.00	7/1/2024	Q4
PCARD		STANDARD OFFICE SUPPLY	LSX72534032025	Y	Active	\$ 1,415.88	7/1/2024	Q4
PCARD		STANDARD OFFICE SUPPLY	LSX72534032025	Y	Active	\$ 1,207.30	7/18/2024	Q4
PCARD		STANDARD OFFICE SUPPLY	LSX72534032025	Y	Active	\$ 482.99	7/4/2024	Q4
PCARD		STANDARD OFFICE SUPPLY	LSX72534032025	Y	Active	\$ 698.90	8/22/2024	Q4
PCARD		STANDARD OFFICE SUPPLY	LSX72534032025	Y	Active	\$ 1,586.32	8/26/2024	Q4
PCARD		STANDARD OFFICE SUPPLY	LSX72534032025	Y	Active	\$ 303.60	8/1/2024	Q4
PCARD		STANDARD OFFICE SUPPLY	LSX72534032025	Y	Active	\$ 293.72	8/1/2024	Q4
PCARD		STANDARD OFFICE SUPPLY	LSX72534032025	Y	Active	\$ 145.41	9/12/2024	Q4
PCARD		STANDARD OFFICE SUPPLY	LSX72534032025	Y	Active	\$ (707.94)	9/30/2024	Q4
PCARD		STANDARD OFFICE SUPPLY	LSX72534032025	Y	Active	\$ 707.94	9/27/2024	Q4
PCARD		STANDARD OFFICE SUPPLY	LSX72534032025	Y	Active	\$ 804.42	9/26/2024	Q4
PCARD		STANDARD OFFICE SUPPLY	LSX72534032025	Y	Active	\$ 421.32	9/26/2024	Q4
PCARD		STANDARD OFFICE SUPPLY	LSX72534032025	Y	Active	\$ 82.46	9/23/2024	Q4
PCARD		STANDARD OFFICE SUPPLY	LSX72534032025	Y	Active	\$ 1,746.12	9/23/2024	Q4
PCARD		STANDARD OFFICE SUPPLY	LSX72534032025	Y	Active	\$ 106.65	9/19/2024	Q4
PCARD		STANDARD OFFICE SUPPLY	LSX72534032025	Y	Active	\$ 866.00	9/18/2024	Q4
PCARD		STANDARD OFFICE SUPPLY	LSX72534032025	Y	Active	\$ 2,485.56	9/23/2024	Q4
PCARD		STANDARD OFFICE SUPPLY	LSX72534032025	Y	Active	\$ 311.65	9/13/2024	Q4

**\$ 41,825.07**

**FY24 TOTAL**

**\$ 92,484.94**



# ATTACHMENT #9



# **OFFICE OF EMPLOYEE APPEALS**

## **FY 2024 PERFORMANCE PLAN**

**DECEMBER 1, 2023**

# CONTENTS

---

<b>Contents</b>	<b>2</b>
<b>1 Office of Employee Appeals</b>	<b>3</b>
<b>2 2024 Objectives</b>	<b>4</b>
<b>3 2024 Operations</b>	<b>5</b>
<b>4 2024 Strategic Initiatives</b>	<b>6</b>
<b>5 2024 Key Performance Indicators and Workload Measures</b>	<b>7</b>

# 1 OFFICE OF EMPLOYEE APPEALS

---

*Mission:* The Office of Employee Appeals (OEA) is an independent agency with a mission is to adjudicate employee appeals and rendering impartial decisions with sound legal reasoning in a timely manner.

*Services:* In accordance with DC Official Code 1-606.03, the Office of Employee Appeals adjudicates the several types of personnel actions. (a) An employee may appeal a final agency decision affecting a performance rating which results in removal of the employee (pursuant to subchapter XIII-A of this chapter), an adverse action for cause that results in removal, reduction in force (pursuant to subchapter XXIV of this chapter), reduction in grade, placement on enforced leave, or suspension for 10 days or more (pursuant to subchapter XVI-A of this chapter) to the Office upon the record and pursuant to other rules and regulations which the Office may issue.

## 2 2024 OBJECTIVES

---

---

### Strategic Objective

---

Render impartial, legally sound decisions in a timely manner.

Streamline the adjudication process.

Maintain a system to allow the public to have access to all decisions rendered by the OEA.

---

### 3 2024 OPERATIONS

Operation Title	Operation Description	Type of Operation
<b>Render impartial, legally sound decisions in a timely manner.</b>		
Petitions for Appeal	Intake Coordinator reviews Petition for Appeal, determines the type of appeal and assigns to Administrative Judge.	Daily Service
Petitions for Review	Office of the General Counsel reviews Petitions for Review, drafts the Opinion and Order and meets with the Board to present the appeal and issue the decision.	Daily Service
Initial Decisions	Administrative Judges process Petitions for Appeal which culminate in the issuance of an Initial Decision.	Daily Service
Appeals and Adjudication	Operations that occur within the appeals and adjudication process	Daily Service
<b>Streamline the adjudication process.</b>		
Mediation and Settlement	The goal of the mediation program is to help the parties, through the negotiation process, reach a settlement that is agreeable to both of them.	Key Project
<b>Maintain a system to allow the public to have access to all decisions rendered by the OEA.</b>		
Website	Decisions are uploaded to the agency's website so that the public is able to view the decisions and research the decisions.	Daily Service

## 4 2024 STRATEGIC INITIATIVES

---

Title	Description	Proposed Completion Date
-------	-------------	--------------------------------

## 5 2024 KEY PERFORMANCE INDICATORS AND WORKLOAD MEASURES

### Key Performance Indicators

Measure	Directionality	FY 2021	FY 2022	FY 2023	FY 2024 Target
<b>Render impartial, legally sound decisions in a timely manner.</b>					
Number of Opinions and Orders Issued	Up is Better	18	13	Not Available	15
Percent of OEA decisions upheld by D.C. Superior Court and the D.C. Court of Appeals	Up is Better	100%	100%	Not Available	100%
Number of Initial Decisions Issued	Up is Better	70	90	Not Available	80
Percent of cases reversing agency decisions	Neutral	18.2%	12.6%	Not Available	30%
Percent of agency answers timely filed	Up is Better	New in 2022	83.3%	Not Available	100%
Percent of decisions published within the D.C. Register	Up is Better	New in 2022	106.8%	Not Available	100%
Time Required to Complete Adjudications	Down is Better	New in 2022	236	Not Available	120
Time Required to Resolve Petitions for Review	Down is Better	New in 2023	New in 2023	Not Available	120
<b>Streamline the adjudication process.</b>					
Percent of appeals involved in mediation process	Neutral	87.2%	71.4%	Not Available	18%
Percent of appeals resolved through mediation	Neutral	4.9%	14.3%	Not Available	9%
<b>Maintain a system to allow the public to have access to all decisions rendered by the OEA.</b>					
Percent of Initial Decisions uploaded to website	Neutral	100%	100%	Not Available	100%
Percent of Opinions and Orders uploaded to website	Neutral	100%	100%	Not Available	100%



## Workload Measures

Measure	FY 2021	FY 2022	FY 2023
<b>Appeals and Adjudication</b>			
Number of evidentiary hearings conducted	New in 2022	12	Not Available
Number of Board meetings conducted	New in 2022	4	Not Available
Number of safety-sensitive designation appeals filed	New in 2022	0	Not Available
<b>Mediation and Settlement</b>			
Number of attorney fee appeals mediated	0	0	Not Available
Number of mediations declined by the agency	New in 2022	8	Not Available
Number of mediations declined by the employee	New in 2022	0	Not Available

# ATTACHMENT #10



# **OFFICE OF EMPLOYEE APPEALS**

## **FY 2025 PERFORMANCE PLAN**

**NOVEMBER 26, 2024**

# CONTENTS

---

<b>Contents</b>	<b>2</b>
<b>1 Introduction</b>	<b>3</b>
<b>2 Office of Employee Appeals Overview</b>	<b>5</b>
<b>3 Objectives</b>	<b>6</b>
3.1 Render impartial, legally sound decisions in a timely manner . . . . .	6
3.2 Streamline the adjudication process . . . . .	6
3.3 Maintain a system to allow the public to have access to all decisions rendered by the OEA . . . . .	6
<b>4 Activities</b>	<b>8</b>
4.1 Appeals and Adjudication . . . . .	8
4.2 Mediation . . . . .	8
4.3 Website . . . . .	8
4.4 Opinions and Orders . . . . .	8
4.5 Petitions for Appeal . . . . .	9
4.6 Petitions for Review . . . . .	9
4.7 Initial Decisions . . . . .	9

# 1 INTRODUCTION

---

This document presents the Fiscal Year 2025 Performance Plan for the Office of Employee Appeals.

This Performance Plan is the first of two agency performance documents published each year. The Performance Plan is published twice annually – preliminarily in March when the Mayor’s budget proposal is delivered, and again at the start of the fiscal year when budget decisions have been finalized. A companion document, the Performance Accountability Report (PAR), is published annually in January following the end of the fiscal year. Each PAR assesses agency performance relative to its annual Performance Plan.

**Performance Plan Structure:** Performance plans are comprised of agency Objectives, Administrative Structures (such as Divisions, Administrations, and Offices), Activities, Projects and related performance measures. The following describes these plan components, and the types of performance measures agencies use to assess their performance.

**Objectives:** Objectives are statements of the desired benefits that are expected from the performance of an agency’s mission. They describe the goals of the agency.

**Administrative Structures:** Administrative Structures represent the organizational units of an agency, such as Departments, Divisions, or Offices.

**Activities:** Activities represent the programs and services an agency provides. They reflect what an agency does on a regular basis (e.g., processing permits).

**Measures:** Performance Measures may be associated with any plan component, or with the agency overall. Performance Measures can answer broad questions about an agency’s overall performance or the performance of an organizational unit, a program or service, or the implementation of a major project. Measures can answer questions like “How much did we do?”, “How well did we do it?”, “How quickly did we do it?”, and “Is anyone better off?” as described in the table below. Measures are printed throughout the Performance Plan, as they may be measuring an objective, an administrative structure, an activity, or be related to the agency performance as a whole.

Measure Type	Measure Description	Example
Quantity	Quantity measures assess the volume of work an agency performs. These measures can describe the inputs (e.g., requests or cases) that an agency receives or the work that an agency completes (e.g., licenses issued or cases closed). Quantity measures often start with the phrase “Number of...”.	“Number of public art projects completed”
Quality	Quality measures assess how well an agency’s work meets standards, specifications, resident needs, or resident expectations. These measures can directly describe the quality of decisions or products or they can assess resident feelings, like satisfaction.	“Percent of citations issued that were appealed”
Efficiency	Efficiency measures assess the resources an agency used to perform its work and the speed with which that work was performed. Efficiency measures can assess the unit cost to deliver a product or service, but typically these measures assess describe completion rates, processing times, and backlog.	“Percent of claims processed within 10 business days”

(continued)

Measure Type	Measure Description	Example
Outcome	Outcome measures assess the results or impact of an agency's work. These measures describe the intended ultimate benefits associated with a program or service.	"Percent of families returning to homelessness within 6-12 months"
Context	Context measures describe the circumstances or environment that the agency operates in. These measures are typically outside of the agency's direct control.	"Recidivism rate for 18-24 year-olds"
District-wide Indicators	District-wide indicators describe demographic, economic, and environmental trends in the District of Columbia that are relevant to the agency's work, but are not in the control of a single agency.	"Area median income"

*Agencies set targets for most performance measures before the start of the fiscal year.* Targets may represent goals, requirements, or national standards for a performance measure. Agencies strive to achieve targets each year, and agencies provide explanations for targets that are not met at the end of the fiscal year in the subsequent Performance Accountability Report. Not all measures are associated with a target. For example, newly added measures do not require targets for the first year, as agencies determine a data-informed benchmark. Additionally, change in some quantity or context measures and District-wide indicators may not indicate better or worse performance, but are "neutral" measures of demand or input, or are outside of the agency's direct control. In some cases the relative improvement of a measure over a prior period is a more meaningful indicator than meeting or exceeding a particular numerical goal, so a target is not set.

## 2 OFFICE OF EMPLOYEE APPEALS OVERVIEW

---

*Mission:* The Office of Employee Appeals (OEA) is an independent agency with a mission to adjudicate employee appeals and render impartial decisions with sound legal reasoning in a timely manner.

*Summary of Services:* In accordance with DC Official Code Section 1-606.03, the Office of Employee Appeals adjudicates several types of personnel actions. (a) An employee may appeal a final agency decision affecting a performance rating which results in removal of the employee (pursuant to subchapter XIII-A of this chapter), an adverse action for cause that results in removal, reduction in force (pursuant to subchapter XXIV of this chapter), reduction in grade, placement on enforced leave, or suspension for 10 days or more (pursuant to subchapter XVI-A of this chapter) to the Office upon the record and pursuant to other rules and regulations which the Office may issue.

*Objectives:*

1. Render impartial, legally sound decisions in a timely manner
2. Streamline the adjudication process
3. Maintain a system to allow the public to have access to all decisions rendered by the OEA

*Activities:*

1. Petitions for Appeal
2. Petitions for Review
3. Initial Decisions
4. Website
5. Mediation
6. Appeals and Adjudication
7. Opinions and Orders

### 3 OBJECTIVES

#### 3.1 RENDER IMPARTIAL, LEGALLY SOUND DECISIONS IN A TIMELY MANNER

Related Measures	Measure Type	Directionality	FY2023	FY2024	FY2025 Target
Number of Initial Decisions Issued	Quantity	Up is Better	100	89	<b>80</b>
Number of Opinions and Orders Issued	Quantity	Up is Better	17	16	<b>15</b>
Percent of agency answers timely filed	Outcome	Up is Better	81.7%	88.76%	<b>100%</b>
Percent of cases reversing agency decisions	Outcome	Neutral	14.5%	10.58%	<b>*</b>
Percent of decisions published within the D.C. Register	Outcome	Up is Better	100%	100%	<b>100%</b>
Percent of OEA decisions upheld by D.C. Superior Court and the D.C. Court of Appeals	Outcome	Up is Better	88.9%	86.67%	<b>100%</b>
Time Required to Complete Adjudications	Quantity	Down is Better	231	200	<b>120</b>
Time Required to Resolve Petitions for Review	Efficiency	Down is Better	NA	91	<b>120</b>

\*Specific targets are not set for this measure

#### 3.2 STREAMLINE THE ADJUDICATION PROCESS

Related Measures	Measure Type	Directionality	FY2023	FY2024	FY2025 Target
Percent of appeals involved in mediation process	Outcome	Neutral	5.9%	5.49%	<b>18%</b>
Percent of appeals resolved through mediation	Outcome	Neutral	0%	0%	<b>9%</b>

#### 3.3 MAINTAIN A SYSTEM TO ALLOW THE PUBLIC TO HAVE ACCESS TO ALL DECISIONS RENDERED BY THE OEA



Related Measures	Measure Type	Directionality	FY2023	FY2024	FY2025 Target
Percent of Initial Decisions uploaded to website	Outcome	Neutral	100%	100%	<b>100%</b>
Percent of Opinions and Orders uploaded to website	Outcome	Neutral	100%	100%	<b>100%</b>

## 4 ACTIVITIES

### 4.1 APPEALS AND ADJUDICATION

Operations that occur within the appeals and adjudication process

Related Measures	Measure Type	Directionality	FY2023	FY2024	FY2025 Target
Number of Board meetings conducted	Quantity	Neutral	7	6	*
Number of evidentiary hearings conducted	Quantity	Up is Better	19	19	*
Number of safety-sensitive designation appeals filed	Quantity	Neutral	0	0	*

\*Specific targets are not set for this measure

### 4.2 MEDIATION

The goal of the mediation program is to help the parties, through the negotiation process, reach a settlement that is agreeable to both of them.

Related Measures	Measure Type	Directionality	FY2023	FY2024	FY2025 Target
Number of attorney fee appeals mediated	Quantity	Neutral	0	1	*
Number of mediations declined by the agency	Quantity	Neutral	0	0	*
Number of mediations declined by the employee	Quantity	Neutral	0	0	*

\*Specific targets are not set for this measure

### 4.3 WEBSITE

Decisions are uploaded to the agency's website so that the public is able to view the decisions and research the decisions.

*No Related Measures*

### 4.4 OPINIONS AND ORDERS

The Board reviews the Petitions for Review and related documents and issues an Opinion and Order.

*No Related Measures*

#### **4.5 PETITIONS FOR APPEAL**

Intake Coordinator reviews Petition for Appeal, determines the type of appeal and assigns to Administrative Judge.

*No Related Measures*

#### **4.6 PETITIONS FOR REVIEW**

Office of the General Counsel reviews Petitions for Review, drafts the Opinion and Order and meets with the Board to present the appeal and issue the decision.

*No Related Measures*

#### **4.7 INITIAL DECISIONS**

Administrative Judges process Petitions for Appeal which culminate in the issuance of an Initial Decision.

*No Related Measures*

# ATTACHMENT #11

OEA

Office of Employee Appeals

Annual Freedom of Information Act Report for Fiscal Year 2024

October 1, 2023 through September 30, 2024

FOIA Officer Reporting Sheila G. Barfield, Esq.

PROCESSING OF FOIA REQUESTS

1. Number of FOIA requests received during reporting period .....0.....
2. Number of FOIA requests pending on October 1, 2023.....0.....
3. Number of FOIA requests pending on September 30, 2024.....0.....
4. The average number of days unfilled requests have been pending before each public body as of September 30, 2024.....N/A.....

DISPOSITION OF FOIA REQUESTS

5. Number of requests granted, in whole.....N/A.....
6. Number of requests granted, in part, denied, in part.....N/A.....
7. Number of requests denied, in whole.....N/A.....
8. Number of requests withdrawn.....N/A.....
9. Number of requests referred or forwarded to other public bodies.....N/A.....
10. Other disposition .....N/A.....

NUMBER OF REQUESTS THAT RELIED UPON EACH FOIA EXEMPTION

11. Exemption 1 - D.C. Official Code § 2-534(a)(1).....N/A.....
12. Exemption 2 - D.C. Official Code § 2-534(a)(2).....N/A.....
13. Exemption 3 - D.C. Official Code § 2-534(a)(3) N/A
  - Subcategory (A).....
  - Subcategory (B).....
  - Subcategory (C) .....
  - Subcategory (D) .....
  - Subcategory (E) .....
  - Subcategory (F) .....
14. Exemption 4 - D.C. Official Code § 2-534(a)(4) .....N/A.....
15. Exemption 5 - D.C. Official Code § 2-534(a)(5).....N/A.....

16. Exemption 6 - D.C. Official Code § 2-534(a)(6) N/A  
 Subcategory (A).....  
 Subcategory (B).....
17. Exemption 7 - D.C. Official Code § 2-534(a)(7).....N/A.....
18. Exemption 8 - D.C. Official Code § 2-534(a)(8).....N/A.....
19. Exemption 9 - D.C. Official Code § 2-534(a)(9).....N/A.....
20. Exemption 10 - D.C. Official Code § 2-534(a)(10)...N/A.....
21. Exemption 11 - D.C. Official Code § 2-534(a)(11).....N/A.....
22. Exemption 12 - D.C. Official Code § 2-534(a)(12).....N/A.....

<b>TIME-FRAMES FOR PROCESSING FOIA REQUESTS</b>
---

23. Number of FOIA requests processed within 15 days.....N/A.....
24. Number of FOIA requests processed between 16 and 25 days...N/A.....
25. Number of FOIA requests processed in 26 days or more.....N/A.....
26. Median number of days to process FOIA Requests.....N/A.....

<b>RESOURCES ALLOCATED TO PROCESSING FOIA REQUESTS</b>
--

27. Number of staff hours devoted to processing FOIA requests...N/A.....
28. Total dollar amount expended by public body for processing FOIA requests.....N/A.....

<b>FEES FOR PROCESSING FOIA REQUESTS</b>
--

29. Total amount of fees collected by public body.....N/A.....

<b>PROSECUTIONS PURSUANT TO SECTION 207(d) OF THE D.C. FOIA</b>
---

30. Number of employees found guilty of a misdemeanor for arbitrarily or capriciously violating  
 any provision of the District of Columbia Freedom of Information Act  
 .....N/A.....

<b>QUALITATIVE DESCRIPTION OR SUMMARY STATEMENT</b>
---

Pursuant to section 208(a)(9) of the D.C. FOIA, provide in the space below or as an attachment, “[a] qualitative description or summary statement, and conclusions drawn from the data regarding compliance [with the provisions of the Act].”

OEA had no FOIA requests during the relevant time period.

# ATTACHMENT #12

**OEA Board Members FY2024-25**

<b>Member's Name</b>	<b>Confirmation Date</b>	<b>Term Expiration Date</b>	<b>District Resident? (y/n)</b>	<b>Ward</b>	<b>FY24 Attendance</b>	<b>Q1 FY25 Attendance</b>
Clarence Labor, Jr. (Term Expired)	04/02/2018	04/06/2024	Yes	Ward 5	11/16/2023 01/04/2024 03/07/2024 05/30/2024 07/11/2024 09/12/2024	NA
Peter Rosenstein (Term Expired)	08/07/2018	04/06/2024	Yes	Ward 2	11/16/2023 01/04/2024 03/07/2024 05/30/2024 07/11/2024 09/12/2024	NA
Dionna Maria Lewis	02/11/2019	04/06/2025	Yes	Ward 7	11/16/2023 01/04/2024 03/07/2024 05/30/2024 09/12/2024	01/16/2025
Arrington L. Dixon	11/09/2023	04/06/2029	Yes	Ward 8	11/16/2023 01/04/2024 03/07/2024 05/30/2024 07/11/2024 09/12/2024	01/16/2025
Jeanne Moorehead	10/29/2024 <sup>1</sup>	04/06/2030	Yes	Ward 1	NA	01/16/2025
LaShon Adams	10/29/2024 <sup>2</sup>	04/06/2030	Yes	Ward 8	NA	01/16/2025
Vacant Position	Vacant	Vacant	Vacant	Vacant	Vacant	Vacant

<sup>1</sup> Board Member Moorehead was sworn in on November 21, 2024.

<sup>2</sup> Board Member Adams was sworn in on November 21, 2024.



**OEA Board Meeting Agendas and Minutes  
for Fiscal Year 2024**

---

## **November 16, 2023 Board Meeting**

**DISTRICT OF COLUMBIA  
OFFICE OF EMPLOYEE APPEALS**

**NOTICE OF PUBLIC MEETING**

The District of Columbia Office of Employee Appeals will hold a meeting on November 16, 2023, at 9:00 a.m. The Board will meet remotely. Below is the agenda for the meeting.

Members of the public are welcome to observe the meeting. In order to attend the meeting, please visit:  
<https://dcnet.webex.com/dcnet/j.php?MTID=m6c60cb8e7481c30cb634db603d276d24>

Password: Board (26274 from phones and video systems)

We recommend logging in ten (10) minutes before the meeting starts. In order to access Webex, laptop or desktop computer users must use Google Chrome, Firefox, or Microsoft Edge Browsers.

Smartphone/Tablets or iPad user must first go to the App Store, download the Webex App (Cisco Webex Meetings), enter the Access Code, and enter your name, email address, and click Join. It is recommended that a laptop or desktop computer be utilized for this platform.

Your computer, tablet, or smartphone's built-in speaker and microphone will be used in the virtual meeting unless you use a headset. Headsets provide better sound quality and privacy.

If you do not have access to the internet, please call-in toll number (US/Canada) 1-650-479-3208, Access Code: 2316 597 5942

Questions about the meeting may be directed to [wynter.clarke@dc.gov](mailto:wynter.clarke@dc.gov).

**Agenda**

**D.C. OFFICE OF EMPLOYEE APPEALS ("OEA") BOARD MEETING**

Thursday, November 16, 2023, at 9:00 a.m.

Location: Virtual Meeting via Webex

**I. Call to Order**

**II. Ascertainment of Quorum**

**III. Adoption of Agenda**

**IV. Minutes Reviewed from Previous Meeting**

**V. New Business**

**A. Public Comments on Petitions for Review**

**B. Summary of Cases**

- 1. Employee v. Office of the Chief Technology Officer, OEA Matter No. 1601-0083-22**  
– Employee worked as an Information Technology Specialist for the Office of the Chief Technology Officer ("Agency"). On August 31, 2022, Agency issued a final notice of separation removing Employee from his position. Employee was charged with falsifying time entries, in violation of 6-B District of Columbia Municipal Regulations ("DCMR") §§ 1607.2(c)(1) – knowing submission of (or causing or allowing the submission of) falsely stated time logs, leave forms, travel or purchase vouchers, payroll, loan, or other

fiscal document(s) and 1607.2(b)(2) – misrepresentation, falsification, or concealment of material facts or records in connection with an official matter, including investigations. Agency alleged that Employee falsified time logs by submitting entries for hours not worked between August 4, 2021, and February 11, 2022, which resulted in the overpayment of \$53,391.66 to him in wages. Additionally, it alleged that during its investigation into the overpayment, Employee provided conflicting answers and refused to answer questions related to the overpayment of funds. Consequently, Employee was terminated effective September 2, 2022.

On September 30, 2022, Employee filed a Petition for Appeal with the Office of Employee Appeals (“OEA”). He asserted that he did not knowingly or intentionally submit false time logs. Employee contended that he was unaware that PeopleSoft was automatically inputting his time. He claimed that he and several of his colleagues, including his supervisor, were unaware of the automatic update in PeopleSoft. Further, Employee argued that he did not notice the overpayment because his paychecks were directly deposited into his bank account. As it related to his refusal to answer questions, Employee contended that it was only after investigators badgered him and asked the same questions to which he had already provided an answer. Thus, it was Employee’s position that he did not misrepresent, falsify, or conceal any material facts or records related to Agency’s investigation. Additionally, he argued that Agency failed to follow the progressive discipline guidelines provided under 6-B DCMR § 1607.2. As a result, he requested that the termination action be rescinded and that he be reinstated to his previous position.

Agency filed an Answer to the Petition for Appeal on October 31, 2022. It provided that Employee admitted that he manually input his time for days he reported to work in-person, which was a direct violation of its Exception Time Reporting (“ETR”) policy. Moreover, Agency asserted that Employee received ETR training and was aware that manually entering his regular hours constituted a violation of its policy and that his actions could have resulted in an overpayment of wages. Agency also argued that Employee misrepresented, falsified, or concealed material facts during an official investigation. Moreover, it contended that based on the Table of Illustrative Actions in 6-B DCMR § 1607.2, removal was appropriate given Employee’s conduct. Agency explained that it considered the *Douglas* factors when selecting the penalty of removal. Therefore, it requested that the Petition for Appeal be dismissed.

The Administrative Judge (“AJ”) issued an Initial Decision on July 18, 2023. She held that Employee accurately submitted his time manually into the PeopleSoft system, which was approved by his supervisor. The AJ noted that PeopleSoft automatically recorded the time for the same period that Employee submitted his time; thereby, prompting the payroll system to consider the additional time entered by Employee as overtime pay. Moreover, she determined that although Employee’s lengthy history of complying with the ETR policy proved that he was aware of how to accurately report the time, Agency failed to consider the impact that the Covid-19 Public Health Emergency had on its time recording policy. The AJ explained that Agency submitted a document dated March 10, 2022, approximately seven months after Employee returned to work in August of 2021, to support its assertion that Employee was placed on notice of its time entry policy. Thus, she reasoned that Agency failed to prove that Employee knowingly submitted, or allowed the submission of, falsified time logs into the payroll system. Furthermore, the AJ held that Employee did not misrepresent, falsify, or conceal material facts or records in connection with Agency’s investigation. According to the AJ, Employee maintained his offer to repay the overpayment with one \$25,000 installment, followed by smaller

installments. Consequently, she concluded that Agency lacked cause to terminate Employee. As a result, she ordered that Employee be reinstated and that Agency reimburse Employee all back and benefits lost, less the overpayment amount of \$53,391.66.

Agency disagreed with the Initial Decision and filed a Petition for Review with the OEA Board on August 23, 2023. It argues that the AJ did not issue her Initial Decision within 120 business days, in accordance with OEA Rule § 604.1. Agency opines that because the AJ violated the mandatory deadline, this Board should find the Initial Decision is without legal effect and uphold its termination action. Furthermore, it contends that the AJ's decision regarding its misrepresentation and falsification charges are based on an erroneous interpretation of the regulations and its policy. It claims that its ETR policy remained the same throughout, and after, the pandemic. It further maintains that employees were required to use PeopleSoft to manually enter time when working out of the office and could not enter time for hours worked in the office. Thus, Agency argues that the AJ incorrectly determined that Employee accurately submitted his time manually; that Agency failed to consider the impact of the pandemic on its ETR policy; and that Agency did not meet its burden of proof to establish that Employee knowingly submitted false time logs. Accordingly, Agency requests that the Board grant its petition because the Initial Decision was issued past the mandatory deadline; the AJ's conclusions of law are unsupported by the record; and the decision was based on an erroneous interpretation of OEA's regulations and Agency's policies.

On September 27, 2023, Employee filed a Response to Agency's Petition for Review. He argues that Agency's Petition for Review was untimely filed. Employee explains that pursuant to the mandatory language of 6-B DCMR § 637.2, any party may file a Petition for Review of an Initial Decision with the Board within thirty-five calendar days of the issuance of the Initial Decision. He contends that Agency's petition was filed one day late. Employee also proffers that counter to Agency's argument, the 120 business-day rule for adjudicating an OEA matter is discretionary. Furthermore, Employee argues that Agency failed to account for the fact that this matter was in mediation in December of 2022 and was not assigned to the AJ until January of 2023. Additionally, he opines that the AJ correctly determined that Agency failed to offer proof of Employee's intent to falsify his time logs. Employee argues that the AJ took judicial notice that all District employees were required to use the time reporting code "STTW" while teleworking during the Covid-19 Public Health Emergency, which represented a change in policy for reporting time prior to the pandemic. Finally, he contends that Agency lacked proof that Employee offered inconsistent statements or concealed evidence during its investigation. Therefore, Employee requests that Agency's Petition for Review be denied.

- 2. Employee v. Department of Consumer and Regulatory Affairs, OEA Matter No. 1601-0017-21** – Employee worked as an Elevator Inspector with the Department of Consumer and Regulatory Affairs ("Agency"). On October 30, 2020, Agency issued a Notice of Proposed Removal charging Employee with unauthorized absence for five workdays or more, in violation of Chapter 6-B, Sections 1607.2(f)(2) and 1607.2(f)(4) of the D.C. Municipal Regulations ("DCMR"). The charge stemmed from Employee's failure to apprise Agency of the status of his disability and inability to return to work because of a medical condition dating back to 2019. On February 10, 2021, Agency issued a Final Notice of Removal, sustaining the charge against Employee. The effective date of his termination was February 13, 2021.

Employee filed a Petition for Appeal with the Office of Employee Appeals ("OEA") on March 11, 2021. He argued that Agency's termination action was improper because he

was not able to perform the functions of his position because of his disability. Employee contended that Agency failed to properly address his disability and did not provide a reasonable accommodation for him. Additionally, he asserted that Agency misclassified his position of record that was used as a basis for the removal action. As a result, Employee asked that the termination action be reversed.

Agency filed its answer on June 14, 2021. It contended that OEA lacked jurisdiction to determine whether Employee's disability was the basis for the termination action because the D.C. Office of Human Rights was the proper venue to adjudicate those claims. Agency also posited that while Employee correctly identified his position as an Elevator Inspector and not a Housing Inspector, the error was not utilized as a basis for his removal. Therefore, it requested that Employee's appeal be dismissed.

After holding an evidentiary hearing, the AJ issued an Initial Decision on April 18, 2023. In determining whether Employee was disciplined for cause for unauthorized absences, the AJ first provided that this Office has consistently held that when an employee offers a legitimate excuse, such as illness, for being absent without leave, the absence is justified and therefore excusable. She confirmed that it was undisputed that Employee was absent from work during the relevant time period, of September 14, 2020, to October 30, 2020, while under the medical care of Dr. Kevin Griffiths ("Dr. Griffiths"). The AJ concluded that Employee was medically incapacitated during this period. She considered the testimony of Dr. Griffiths, who attested that Employee was under his care for end-stage renal disease while undergoing dialysis treatment during the AWOL period. According to the AJ, Dr. Griffiths credibly testified that Employee's position as an Elevator Inspector required him to stand on his feet for long periods of time, which is something most dialysis patients could not do. Moreover, according to Dr. Griffiths, Employee continued his dialysis regiment for four days a week during the period in which he was charged with being AWOL; Employee experienced weakness and fatigue from the medical treatments; and Employee's condition was so debilitating that it prevented him from performing his assigned duties during the relevant time period.

The AJ went on to explain that Agency was apprised on multiple occasions about Employee's medical condition, dating back to January of 2017, when he first applied for leave under the Family Medical Leave Act ("FMLA"). She opined that Agency could have contacted Dr. Griffiths to clarify his July 2020 doctors' note regarding Employee's ongoing medical care if it had additional questions pertaining to Employee's return-to-work date. Based on a review of the record, the AJ reasoned that Agency did not meet its burden of proof in establishing a charge of AWOL since Employee offered a legitimate medical excuse during that time period. Because Employee's absences were deemed excusable, the AJ concluded that Employee's removal was improper. Consequently, the termination action was reversed, and Agency was ordered to reinstate Employee with back pay and benefits.

Agency disagreed with the Initial Decision and filed Petition for Review with the OEA Board on May 23, 2023. Agency also filed a Motion for Extension of Time requesting additional time to file a Memorandum in Support of the Petition for Review. On June 22, 2023, the parties filed a Joint Motion to Stay OEA Proceedings, indicating that they began settlement negotiations. However, on August 9, 2023, Employee filed a praecipe withdrawing the motion, stating that the negotiations had failed between the parties. Thereafter, on September 8, 2023, Agency filed a Praecipe Withdrawing Petition for Review. Agency's filing requests to withdraw its petition before the Board and provides that Employee will be reinstated with back pay and benefits in accordance with the AJ's April 18, 2023, Initial Decision.

3. **Employee v. D.C. Fire and Emergency Services, OEA Matter No. 1601-0056-22** – Employee worked as a Paramedic with the Department of Fire & Emergency Services (“Agency”). On December 30, 2021, Agency served Employee with a Notice of Proposed Action: (“NPA”) Termination, charging her with failure or refusal to follow instructions, in violation of District Personnel Manual (“DPM”) §§ 1605.4(d) and 1607.2(d)(2) and neglect of duty, in violation of DPM §§ 1605.4(e) and 1607.2(e). The charges stemmed from Employee’s failure to provide the necessary medical documentation to Agency for a Fitness for Duty (“FFD”) assessment after being on medical leave for over one year. A Hearing Officer conducted an administrative review of the proposed charges and issued a Report and Recommendation finding that the termination action was supported by a preponderance of the evidence. On May 13, 2022, Agency issued its final notice, sustaining the charges against Employee. The effective date of her termination was May 20, 2022.

The AJ issued an Initial Decision on June 22, 2023. With respect to DPM § 1605.4(d), the AJ provided that a charge of failure/refusal to follow instructions includes the deliberate or malicious refusal to comply with rules, regulations, written procedures, or proper supervisory instructions. The AJ explained that under DPM § 1605.4(e), a charge of neglect of duty includes instances of failing to carry out official duties or responsibilities as would be expected of a reasonable individual in the same position and/or the failure to perform assigned tasks or duties. According to the AJ, Agency’s Order Book provided that if an employee was not in full duty status for thirty days or more, he or she was required to submit to a Fitness for Duty physical at the discretion of the MSO. She provided that contrary to Employee’s assertion that her discipline should have been governed by Chapter 20 of the DPM and DCHR Issuance I-2021-13, Article XI of the Order Book clearly provided that the PFC was responsible for medical evaluations of uniformed operational Emergency Medical Technicians (“EMT”) and paramedics. Thus, the AJ concluded that Article XI governed the instant termination action. Further, she stated that the record was clear that Employee refused to provide the necessary medical documentation after several requests from Agency, which was a prerequisite to returning to duty as a paramedic.

Additionally, the AJ clarified that it was evident from the record that Dr. Olusola Malomo from the PFC provided Employee with the correct medical form to forward to Dr. Passarelli, which evidenced that she was placed on notice of the nature of what was required to be medically cleared to return to work. In the alternative, she suggested that even if Employee’s FFD evaluation was governed by Chapter 20 of the DPM, the charges were nonetheless supported by the record because Employee refused to provide documentation from her physician to fulfill the request from Agency. As such, the AJ concluded that Employee failed to carry out the duties as would be expected of a reasonable paramedic in her position when she refused to submit the necessary medical documentation to the PFC. Therefore, the AJ held that Agency established cause to discipline Employee given the nature of her position as a paramedic, as well as the need to ensure the safety of Agency employees and the public.

Next, the AJ determined that Agency did not violate D.C. Code § 5-1031, which prohibits agencies from initiating adverse actions against members of the Fire & Emergency Medical Services more than ninety days, not including Saturdays, Sundays, or legal holidays, after the date Agency knew, or should have known, of the act or occurrence allegedly constituting cause. She agreed with Agency’s assessment that the holding in *Employee v. Department of Youth Rehabilitation Services*, OEA Matter No. 1601-0037-20, *Opinion & Order on Petition for Review* (February 24, 2022), was applicable because

the OEA Board held that the 90-day rule should not be applied with “rigidity” in instances where an agency waited to give an employee time to comply with instructions on several different occasions. The AJ noted that in this case, Employee was provided with instructions to submit the correct medical documentation to the PFC on at least five occasions, as well as an opportunity to comply.

The AJ emphasized that Employee’s previous counsel was granted an extension of time to submit the corrected forms after indicating that she would comply with the PFC’s request. Thus, she posited that the ninety-day period was not triggered under D.C. Code § 5-1031 until October 2, 2021, after Employee failed to submit the appropriate medical documentation to the PFC. The AJ reasoned that this date was a fair and practical trigger date since Agency demonstrated that it held out expectations for Employee’s compliance in light of her ongoing communication and subsequent request for an extension of time to comply. Since the ninety-day clock began running on October 2, 2021, and the NPA was issued to Employee on December 30, 2021, the AJ concluded that that Agency did not violate the 90-day rule. Finally, she opined that the penalty of termination was appropriate based on the DPM’s Table of Illustrative Actions, an assessment of the relevant *Douglas* factors, as well as the holding in *Stokes v. District of Columbia*, 502 A. 2d 1006 (D.C. 1985). As a result, the AJ held that Agency’s termination action was taken in accordance with all applicable regulations.

Employee disagreed and filed a Petition for Review with the OEA Board on July 24, 2023. She contends that the Initial Decision was based on an erroneous interpretation of regulations. Employee asserts that Agency did not meet its burden of proof in this matter because the Order Book articles are not applicable to civilian employees and do not contain a Table of Penalties associated with the various causes of action. According to Employee, Agency failed to produce evidence which established a legitimate reason for imposing discipline. She avers that because the Order Book does not apply to her position as a paramedic, she was unable to ascertain which charges should have been levied against her had Agency utilized the correct regulations.

Next, Employee argues that the AJ failed to address all issues of law, which constitutes a harmful procedural error. She submits that she was harmed because Agency’s findings were not based on substantial evidence and because the MSO never ordered the FFD examination as a prerequisite for returning to duty. Employee also opines that her due process rights were violated because Agency failed to provide notice to her regarding the FFD evaluation, a copy of Issuance I-2021-13, or a meaningful opportunity to respond to the charges. She avers that the Hearing Officer’s analysis modified the NPA by altering the Order Book violations to new violations articulated under Sections 1605 and 1607 of the DPM; however, the officer failed to include the corresponding penalties in her Report and Recommendation. Similarly, Employee takes issue with the Final Agency Notice, asserting that the deciding official added two new charges to the decision. Thus, it is her position that the proposed notice and final decision failed to adequately identify the charges underlying the instant adverse action. Finally, Employee submits that Agency violated the 90-day rule when it issued the NPA and maintains that Agency’s *Douglas* factor analysis was inaccurate.

In response, Agency reiterates that Employee’s termination was appropriate and necessary given the circumstances. It states that as a paramedic, Employee was required to abide by the Order Book, which includes the FFD assessment at the discretion of the MSO. Agency maintains that it properly analyzed and outlined the relevant *Douglas* factors in the NPA. It further reasons that termination is consistent with the Table of Illustrative Actions based on charges of failure/refusal to follow instructions and neglect



of duty, both of which serve as independent grounds for removal. Agency disagrees with Employee's argument that the charges were added mid-way through the disciplinary process, pointing out that both violations were referenced in the NPA and the Final Agency Decision, with the proper citation to the updated 2019 DPM regulations. According to Agency, Employee had an opportunity to contest each of the charges before the Hearing Officer as well as the AJ. Finally, it posits that the AJ correctly concluded that there was no ninety-day violation. Therefore, Agency believes that the Initial Decision is supported by substantial evidence, and it requests that Employee's petition be denied.

**C. Deliberations** – This portion of the meeting will be closed to the public for deliberations in accordance with D.C. Code § 2-575(b)(13).

**D. Open Portion Resumes**

**E. Final Votes on Cases**

**F. Public Comments**

**VI. Adjournment**

“This meeting is governed by the Open Meetings Act. Please address any questions or complaints arising under this meeting to the Office of Open Government at [opengovoffice@dc.gov](mailto:opengovoffice@dc.gov).”

## Minutes

### D.C. OFFICE OF EMPLOYEE APPEALS (OEA) BOARD MEETING

Thursday, November 16, 2023

Location: Virtual Meeting Via Webex

**Persons Present:** Lasheka Brown (OEA General Counsel), Sheila Barfield (OEA Executive Director), Sommer Murphy (OEA Deputy General Counsel), Clarence Labor, Jr. (OEA Board Chair), Peter Rosenstein (OEA Board Member), Dionna Maria Lewis (OEA Board Member), Arrington Dixon (OEA Board Member), Wynter Clarke (OEA Paralegal), Karl Carter (Member of the Public), and Employee 2 (Member of the Public).

**Call to Order** – Clarence Labor, Jr. called the meeting to order at 9:02 a.m.

- I. Ascertainment of Quorum** – There was a quorum of Board members present for the office to conduct business.
- II. Adoption of Agenda** – Peter Rosenstein moved to adopt the agenda. The agenda was adopted by the Board.
- III. Minutes from Previous Meeting** – The September 7, 2023, meeting minutes were reviewed. There were no corrections. The minutes were accepted.

#### **IV. New Business**

**A. Summary**— Clarence Labor provided that a summary of the matters to be decided were provided in the agenda for this meeting. The summaries were posted to the OEA website, the Board of Ethics and Government Accountability's website, and printed and posted in OEA's front office. The matters to be decided are as follows:

- 1. Employee v. Office of the Chief Technology Officer, OEA Matter No. 1601-0083-22
- 2. Employee v. Department of Commerce and Regulatory Affairs, OEA Matter No. 1601-0017-21
- 3. Employee v. D.C. Fire and Emergency Medical Services Department, OEA Matter No. 1601-0056-22

**B. Public Comments on Petitions for Review** – There were no public comments offered.

**C. Deliberations**– Dionna Maria Lewis moved that the meeting be closed for deliberations in accordance with D.C. Code § 2-575(b)(13). All Board members voted in favor of closing the meeting. Clarence Labor, Jr. stated that the meeting was closed for deliberations.

#### **D. Open Portion of Meeting Resumed**

**E. Final Votes** – Clarence Labor Jr. provided that the Board considered all of the matters. The following represents the final votes for each case:

- 1. **Employee v. Office of the Chief Technology Officer, OEA Matter No. 1601-0083-22**

MEMBER	GRANTED	REVERSED	DENIED	REMANDED	DISMISSED
Clarence Labor, Jr.				X	

Peter Rosenstein				X	
Dionna Lewis				X	
Arrington Dixon				X	

Four Board Members voted in favor of remanding the matter to the Administrative Judge for further findings. Therefore, the matter was remanded.

**2. Employee v. Department of Consumer and Regulatory Affairs, OEA Matter No. 1601-0017-21**

MEMBER	GRANTED	REVERSED	DENIED	REMANDED	DISMISSED
Clarence Labor, Jr.					X
Peter Rosenstein					X
Dionna Lewis					X
Arrington Dixon					X

Four Board Members voted in favor of dismissing Agency's Petition for Review. Therefore, Agency was ordered to reimburse Employee all back pay and benefits lost as a result of his termination, consistent with the April 18, 2023, Initial Decision.

**3. Employee v. D.C. Fire and Emergency Medical Services Department, OEA Matter No. 1601-0056-22**

MEMBER	GRANTED	REVERSED	DENIED	REMANDED	DISMISSED
Clarence Labor, Jr.			X		
Peter Rosenstein			X		
Dionna Lewis			X		
Arrington Dixon			X		

Four Board members voted in favor of denying Employee's Petition for Review. Therefore, the petition was denied.

**F. Public Comments**

1. The employee in *Employee v. Department of Consumer and Regulatory Affairs*, OEA Matter No. 1601-0017-21 stated that the Board referred to him as a female while providing their votes on the matter, when he is a male. The Board apologized and made the correction.

- V. Adjournment** – Peter Rosenstein moved that the meeting be adjourned. All members voted affirmatively to adjourn the meeting. Clarence Labor, Jr. adjourned the meeting at 9:38 a.m.

**Respectfully Submitted,**  
**Wynter Clarke**  
**Paralegal Specialist**

## **January 4, 2024 Board Meeting**

**DISTRICT OF COLUMBIA  
OFFICE OF EMPLOYEE APPEALS  
NOTICE OF PUBLIC MEETING**

The District of Columbia Office of Employee Appeals will hold a meeting on January 4, 2024, at 9:30 a.m. The Board will meet remotely. Below is the agenda for the meeting.

Members of the public are welcome to observe the meeting. In order to attend the meeting, please visit:

<https://dcnet.webex.com/dcnet/j.php?MTID=mbaf98912934f09c4112240f5e97f686f>

Password: Board (26274 from phones and video systems)

We recommend logging in ten (10) minutes before the meeting starts. In order to access Webex, laptop or desktop computer users must use Google Chrome, Firefox, or Microsoft Edge Browsers.

Smartphone/Tablets or iPad user must first go to the App Store, download the Webex App (Cisco Webex Meetings), enter the Access Code, and enter your name, email address, and click Join. It is recommended that a laptop or desktop computer be utilized for this platform.

Your computer, tablet, or smartphone's built-in speaker and microphone will be used in the virtual meeting unless you use a headset. Headsets provide better sound quality and privacy.

If you do not have access to the internet, please call-in toll number (US/Canada) 1-650-479-3208, Access code: 2312 929 2106.

Questions about the meeting may be directed to [wynter.clarke@dc.gov](mailto:wynter.clarke@dc.gov).

**Agenda**

**D.C. OFFICE OF EMPLOYEE APPEALS ("OEA") BOARD MEETING**

Thursday, January 4, 2024, at 9:30 a.m.

Location: Virtual Meeting via Webex

**I. Call to Order**

**II. Ascertainment of Quorum**

**III. Adoption of Agenda**

**IV. Minutes Reviewed from Previous Meeting**

**V. New Business**

**A. Public Comments on Petitions for Review**

**B. Summary of Cases**

- 1. Employee v. D.C. Public Schools, OEA Matter No. 1601-0015-20** — Employee was hired to work as a Teacher with D.C. Public Schools ("Agency/DCPS") in June of 2002. According to Agency, Employee was separated in August of 2009 for performance issues. However, on July 18, 2018, an Arbitrator reversed Agency's termination action and ordered Agency to reinstate Employee. On March 15, 2019, Agency issued a letter to Employee outlining the requirements for reinstatement. The document provided that in accordance with the District of Columbia Municipal Regulations ("DCMR"), Employee was required to obtain a current teaching license from the Office of State Superintendent of Education ("OSSE"). Additionally, he was required to complete a criminal background check, pursuant to the Criminal Background Checks for the Protection of

Children Act of 2004. Employee was also required to submit a negative tuberculosis ("TB") test dated within the past year, and he was required to complete a mandatory drug and alcohol test in accordance with Agency's Mandatory Drug and Alcohol Testing ("MDAT") policy.

However, after several requests for extensions, according to Agency, Employee failed to comply with its reinstatement requirements. Therefore, on October 18, 2019, Agency issued a notice of termination action against Employee. It charged him with violating 5-E DCMR §§ 1401.2(j) – willful disobedience and 1401.2(t) – violation of the rules, or lawful orders of the Board of Education, or any directive of the Superintendent of Schools, issued pursuant to the rules of the Board of Education. As a result, Employee was terminated again, effective November 4, 2019.

Employee filed a Petition for Appeal with the Office of Employee Appeals ("OEA") on December 2, 2019. He argued that he provided Agency with an x-ray and a doctor's note regarding his treatment for exposure to TB. Employee further asserted that he provided Agency with all of the required information, but he was still removed from his position. Therefore, he requested that he be reinstated to his position.

On January 8, 2020, Agency filed its Answer to Employee's Petition for Appeal. It explained that on May 25, 2019, Employee emailed Agency stating that he had contracted TB. In response, Agency emailed Employee's union outlining the mandatory information needed, including a negative TB or chest x-ray, to ensure that it was safe for Employee to return to the classroom. Agency provided that on August 27, 2019, Employee reported to its Central Office to be fingerprinted. However, when he informed Central Office staff members that he still had active TB and could not produce a negative test, Agency asked Employee to leave the building and, again, requested documentation outlining that it was safe for him to return. According to Agency, Employee presented a doctor's note dated August 27, 2019, which provided that Employee was "under . . . care for exposure to TB." Agency contended that Employee's doctor's note was not sufficient, and therefore, requested documentation, like a chest x-ray. However, it contended that Employee did not produce sufficient, requisite documentation, including a negative TB test. As a result, it terminated Employee.

Prior to the evidentiary hearing being held in this matter, the OEA Administrative Judge ("AJ") ordered both parties to submit legal briefs addressing whether Agency's adverse action was taken for cause, and if so, whether the penalty was appropriate given the circumstances. Agency provided that it received a copy of a diagnostic radiology report related to Employee's chest x-ray on September 20, 2019. However, it explained that the document did not indicate whether it was safe for Employee to return to work. It claimed that over one year later, on October 23, 2020, it finally received the requested information from Employee. Agency contended that OEA is tasked with reviewing whether the penalty it imposed was reasonable and if it considered the relevant factors. It opined that termination was reasonable and requested that its action should be upheld.

Employee filed his brief on December 21, 2020. He argued that when he was wrongfully removed on August 15, 2009, he had a current teaching license; a background clearance; and negative test results for drugs, alcohol, and TB. As for the adverse action taken against him, Employee asserted that Agency failed to provide specific dates for the willful disobedience charge. Moreover, he contended that his attempt to follow Agency's directive by going to its Central Office negates its claim that he engaged in willful disobedience. He also opined that Agency failed to offer any specific rules, orders, or directives to prove that he violated 5-E DCMR § 1401.2(t). Employee argued that

Agency abused its discretion and acted arbitrarily and capriciously when imposing its penalty. Additionally, he claimed that Agency failed to consider any relevant factors before terminating him. Therefore, Employee requested a summary disposition with an order for back pay and benefits.

After conducting an evidentiary hearing, the AJ issued an Initial Decision on September 13, 2023. On the issue of whether Employee was in Agency's employ, the AJ held that Agency's rebuttal witness, Yara Tanner, testified that Employee was on administrative leave with pay status when he was removed in November of 2019. The AJ noted that he could not find any precedent where administrative leave with pay was provided to anyone who was not employed by the District government. Accordingly, he ruled that Employee was reinstated in April of 2019, when he was placed on the administrative leave pay status and started to receive biweekly paychecks. Additionally, the AJ held that Employee complied with Agency's request to provide a chest x-ray, as it related to the TB testing requirement. As for Employee's background check, the AJ opined that Agency prevented Employee from completing the fingerprinting and should have communicated with Employee how he could have accomplished securing his background check, even with its concerns related to Employee's suspicion of TB.

As it related to Employee's license to teach, the AJ held that Agency should have provided him with a provisional license. The AJ noted that Employee's license lapsed because of the length of the arbitration process, but he reasoned that Agency could have simply searched Employee's former personnel file to find his original licensing documents. Finally, he held that Agency failed to provide authorization for Employee to schedule a drug test, which prevented him from efficiently completing his drug testing requirement. Consequently, the AJ ordered that Agency's termination action be reversed; that Agency reinstate Employee; and that Agency reimburse Employee all pay and benefits lost as a result of his removal.

On October 13, 2023, Agency filed a Petition for Review. It argues that the AJ's decision was not based on substantial evidence and did not address all findings of material facts raised in the appeal. Agency asserts that it was within its right to request additional information after receiving the x-ray to ensure that it was safe for Employee to return to work. It further contends that the AJ improperly placed the burden on Agency to ensure that Employee was licensed to teach. According to Agency, Employee was required to complete his own licensing application through OSSE but did not. Agency, again, asserts that Employee was not an employee in accordance with D.C. Code § 1-603.01(7) and notes that payments made to Employee were for back payment and not salary payments. It posits that Employee also failed to complete drug testing. Therefore, Agency requests that this Board dismiss Employee's petition or remand the matter to the AJ for further consideration.

Employee filed his response to Agency's Petition for Review on November 14, 2023. He maintains that he submitted a chest x-ray and agrees with the AJ's assessment that he provided Agency with what it requested. Employee asserts that the AJ correctly held that his lack of licensure should not have barred him from employment since he submitted his licensure paperwork when he was initially hired with Agency. Additionally, he contends that he was an employee because he was reinstated by the Arbitrator and was compensated while being on administrative leave with pay. Employee argues that he did not complete the drug testing because when he was initially sent the link to schedule the appointment, he had not yet signed Agency's reinstatement letter. He asserts that Agency did not send another link to schedule drug testing after the initial link expired. Therefore, he requests that the Initial Decision be upheld.

2. **Employee v. Department of Transportation, OEA Matter No. 1601-0037-21—** Employee worked as an Engineering Technician (“ET”) with the Department of Transportation’s (“Agency”) Public Space Regulation Division (“PSRD”). On May 10, 2021, Agency issued an Advance Written Notice of Proposed Adverse Suspension. The ten-day suspension notice charged Employee with “failure or refusal to follow instructions: negligence, including the failure to comply with rules, regulations, written procedures, or proper supervisory instructions.” He was also charged with “conduct prejudicial to the government: use of abusive, offensive, unprofessional, distracting, or otherwise unacceptable language, gestures, or other conduct, quarreling; creating a disturbance or disruption; or inappropriate horseplay.” The charges stemmed from Employee’s alleged failure to follow written supervisory instructions as well as his failure to meet Agency’s policies related to the approval of several public space permit applications in the District. Additionally, the charges were predicated upon Employee’s use of unprofessional email responses when communicating with both his supervisor and Agency customers who sought clarification on pending permit applications. On July 9, 2021, Agency issued its Notice of Final Decision, sustaining both charges. Employee served his suspension from July 12, 2021, through July 26, 2021.

The AJ issued an Initial Decision on September 6, 2023. With respect to Charge No. 1, the AJ held that under DPM §§ 1607.2(d)(1) and 1605.4(d), a charge of failure to follow instructions includes the careless failure to comply with rules, regulations, written procedures, or proper supervisory instructions. Regarding the specification of “Negligent Customer Service and Failure to Meet Department Responsiveness,” the AJ held that Agency met its burden of proof. She concluded that Employee failed to provide adequate customer service to contractor who expressed his frustration when he attempted to contact Employee about a permit application that was locked due to nonpayment. The AJ noted that it was unnecessary to determine whether Employee’s January 11, 2021, communications to the contractor conformed to Agency’s policy for returning calls and emails since Employee failed to respond to the customer and did not offer a compelling reason for failing to do so. She also concluded that Employee failed to comply with directives from his supervisor, Tenbrook.

Concerning the specification of “Negligent Customer Service, Lack of Accountability, and Deficient Goal Attainment,” the AJ explained that Employee failed to process permits related to the 2021 Presidential Inauguration after being assigned to the Presidential Inauguration Committee (“PIC”) by memorandum dated August 10, 2020. According to the AJ, Employee’s failure to process the applications resulted in the permits being escalated to Public Space Manager, Elliot Garrett (“Garrett”), on January 8, 2021, who processed the applications without issue. She assessed that Employee did not contradict Agency’s argument that the applications were not complicated and stated that Employee lacked a reasonable explanation as to why he did not respond to either of Program Support Supervisor Courtney Williams’ (“Williams”) January 8, 2021, directives requesting updates on the status of the assigned applications. The AJ agreed that the Covid-19 Public Health Emergency, as well as the January 6, 2021, insurrection, could have negatively impacted Employee’s ability to process the applications. However, she noted that even if the permit applications were assigned on December 30, 2021, as alleged by Employee, he still had at least three days to complete the priority assignments prior to January 6, 2021. The AJ also disagreed with Employee’s argument that it was improper for Agency to indicate that he failed to attain assigned goals related to the 2021 Inauguration since those goals were not included in his performance evaluation plan as required by the DPM. She reasoned that the position description for an ET required



Employee to process permitting applications, including those for the 2021 inauguration, and to interact with individuals in the public and private sectors during that process.

The AJ went on to discuss Employee's contention that he previously submitted supporting evidence of his challenges to Agency's charges by email after filing a Petition for Appeal with OEA. However, she deduced that no such documentation existed; neither Employee nor his representative requested additional time to obtain the information via discovery or subpoena; and Employee had seventeen months to present the purported evidence to either the Deciding Official or to OEA. Additionally, the AJ found Employee's argument that the email threads presented by Agency lacked authenticity and completeness to be without merit. She opined that Employee had the opportunity to investigate the accuracy of the emails during the discovery process, but if he did so, those efforts did not result in any evidence to support his claims. The AJ also found Employee's assertion that he responded to emails by telephone to be unpersuasive. She explained that while a record of the purported calls would not appear in the Transportation Online Permitting System ("TOPS") program, Employee could have introduced evidence of their existence but did not.

Regarding the third specification, "Negligence in Customer Service and Failure to Follow Supervisory Instructions," the AJ concluded that Employee failed to update a permit for a customer from City Permit after being directed to do so by his supervisor, which almost caused the application to lapse. As it related to the last specification, "Failure to Follow Supervisory Instruction, Negligent Customer Service, and Lack of Accountability," she held that Employee failed to provide adequate customer service to two separate contractors on December 17, 2020, and January 8, 2021, respectively. As a result, the AJ concluded that Agency met its burden of proof with respect to Charge No. 1 because Employee failed to respond to directives from his supervisors regarding PIC applications; failed to respond to inquiries from customers on pending applications; and offered no compelling explanation as to why he failed to process the PIC applications. Therefore, she held that Employee's conduct violated DPM §§ 1607.2(d)(1) and 1605.4(d).

The AJ also concluded that Charge No. 2 – conduct prejudicial to the District – was taken for cause. She explained that the language Employee used in emails to customer Mitchell was inappropriate, unprofessional, and did not reflect well on Agency or the District government. According to the AJ, Employee knew that his position as an ET required him to maintain professional and productive relationships with customers. However, the record demonstrated that instead of communicating to Mitchell what errors were made on the pending permit application in an amicable manner, Employee chose to add the names of individuals who retained Mitchell's services to emails in an effort to chastise her in a negative and demeaning manner. The AJ expounded that Employee treated his supervisor, Tenbrook, with disrespect; ignored her supervisory instructions; and created a negative work environment. She took note that Employee received counseling for his disrespectful conduct towards Tenbrook. Further, the AJ highlighted that Agency produced evidence that it implored other methods to work with Employee to improve his performance issues. As a result, she concluded that Employee's misconduct fit within the parameters of DPM §1605.4(a) and DPM §1607.2(a)(16).

Regarding witness veracity, the AJ concluded that Agency's witnesses provided credible and reliable testimony. Conversely, while the AJ found Employee to be knowledgeable and articulate, she nonetheless deemed his testimony to be counterfactual because he had no supporting documentary or testimonial evidence to support his assertions. She noted that Employee was afforded the time and opportunity to obtain supporting documentation

after claiming that it existed but failed to do so. Because neither Employee nor his representative requested assistance in obtaining the alleged supporting documentation, the AJ surmised that the evidence likely did not exist.

The AJ further opined that there was no evidence in the record to support Employee's claims of retaliation or bias other than his bare assertions. She believed that the penalty of a ten-day suspension was both permissible and appropriate based on the Table of Illustrative Actions, an assessment of the relevant *Douglas* factors, as well as the holding in *Stokes v. District of Columbia*, 502 A. 2d 1006 (D.C. 1985). As a result, the AJ held that Employee's suspension was taken in accordance with all applicable regulations.

Employee filed a Petition for Review with the OEA Board on October 11, 2023. He first argues that new and material evidence is now available that, despite due diligence, was not available when the record closed. Specifically, Employee proffers that he has been able to locate information relative to the TOPS program to support his position that the permits relied upon by Agency were not issued or assigned to him in December of 2020, as the AJ was inclined to believe. According to Employee, the new evidence establishes that the final versions of the permit applications were not received by him until January 15, 2021, which means that he did not have weeks in which to complete the required tasks. Employee opines that the AJ overlooked integral evidence to support her rulings; provided undue weight to the testimony of Agency's witnesses; and failed to sufficiently articulate with specificity what grounds were used to determine that Employee was not credible. Additionally, he contends that neither Charge No. 1, nor Charge No. 2 are supported by the record. As a result, Employee asks that the Board grant his Petition for Review.

**C. Deliberations** – This portion of the meeting will be closed to the public for deliberations. in accordance with D.C. Code § 2-575(b)(13).

**D. Open Portion Resumes**

**E. Final Votes on Cases**

**F. Public Comments**

## **VI. Adjournment**

“This meeting is governed by the Open Meetings Act. Please address any questions or complaints arising under this meeting to the Office of Open Government at [opengovoffice@dc.gov](mailto:opengovoffice@dc.gov).”

## Minutes

### D.C. OFFICE OF EMPLOYEE APPEALS (OEA) BOARD MEETING

Thursday, January 4, 2024

Location: Virtual Meeting Via Webex

**Persons Present:** Lasheka Brown (OEA General Counsel), Sheila Barfield (OEA Executive Director), Sommer Murphy (OEA Deputy General Counsel), Clarence Labor, Jr. (OEA Board Chair), Peter Rosenstein (OEA Board Member), Dionna Maria Lewis (OEA Board Member), Arrington Dixon (OEA Board Member), and Wynter Clarke (OEA Paralegal).

**Call to Order** – Clarence Labor, Jr. called the meeting to order at 9:32 a.m.

- I. Ascertainment of Quorum** – There was a quorum of Board members present for the office to conduct business.
- II. Adoption of Agenda** – Peter Rosenstein moved to adopt the agenda. The agenda was adopted by the Board.
- III. Minutes from Previous Meeting** – The November 16, 2023, meeting minutes were reviewed. There were no corrections. The minutes were accepted.
- IV. New Business**

**A. Summary**— Clarence Labor provided that a summary of the matters to be decided were provided in the agenda for this meeting. The summaries were posted to the OEA website, the Board of Ethics and Government Accountability's website, and printed and posted in OEA's front office. The matters to be decided are as follows:

1. Employee v. D.C. Public Schools, OEA Matter No. 1601-0015-20
2. Employee v. District of Columbia Department of Transportation, OEA Matter No. 1601-0037-21

**B. Public Comments on Petitions for Review** – There were no public comments offered.

**C. Deliberations**– Arrington Dixon moved that the meeting be closed for deliberations in accordance with D.C. Code § 2-575(b)(13). All Board members voted in favor of closing the meeting. Clarence Labor, Jr. stated that the meeting was closed for deliberations.

**D. Open Portion of Meeting Resumed**

**E. Final Votes** – Clarence Labor Jr. provided that the Board considered all of the matters. The following represents the final votes for each case:

**1. Employee v. D.C. Public Schools, OEA Matter No. 1601-0015-20**

MEMBER	GRANTED	REVERSED	DENIED	REMANDED	DISMISSED
Clarence Labor, Jr.			X		
Peter Rosenstein			X		
Dionna Lewis			X		
Arrington Dixon			X		

Four Board Members voted in favor of denying Agency's Petition for Review. Therefore, the petition was denied.

**2. Employee v. District of Columbia Department of Transportation, OEA Matter No. 1601-0037-21**

MEMBER	GRANTED	REVERSED	DENIED	REMANDED	DISMISSED
Clarence Labor, Jr.			X		
Peter Rosenstein			X		
Dionna Lewis			X		
Arrington Dixon			X		

Four Board Members voted in favor of denying Employee's Petition for Review. Therefore, the petition was denied.

**F. Public Comments**

1. There were no public comments offered.

- V. Adjournment** – Peter Rosenstein moved that the meeting be adjourned. All members voted affirmatively to adjourn the meeting. Clarence Labor, Jr. adjourned the meeting at 9:59 a.m.

**Respectfully Submitted,  
Wynter Clarke  
Paralegal Specialist**

## **March 7, 2024 Board Meeting**

**DISTRICT OF COLUMBIA  
OFFICE OF EMPLOYEE APPEALS**

**NOTICE OF PUBLIC MEETING**

The District of Columbia Office of Employee Appeals will hold a meeting on March 7, 2024, at 9:30 a.m. The Board will meet remotely. Below is the agenda for the meeting.

Members of the public are welcome to observe the meeting. In order to attend the meeting, please visit:  
<https://dcnet.webex.com/dcnet/j.php?MTID=mc9f7723e58000dec87cda0e2b62b1987>

Password: Board (26274 from phones and video systems)

We recommend logging in ten (10) minutes before the meeting starts. In order to access Webex, laptop or desktop computer users must use Google Chrome, Firefox, or Microsoft Edge Browsers.

Smartphone/Tablets or iPad user must first go to the App Store, download the Webex App (Cisco Webex Meetings), enter the Access Code, and enter your name, email address, and click Join. It is recommended that a laptop or desktop computer be utilized for this platform.

Your computer, tablet, or smartphone's built-in speaker and microphone will be used in the virtual meeting unless you use a headset. Headsets provide better sound quality and privacy.

If you do not have access to the internet, please call-in toll number (US/Canada) 1-650-479-3208, Access code: 2307 446 7371

Questions about the meeting may be directed to [wynter.clarke@dc.gov](mailto:wynter.clarke@dc.gov).

**Agenda**

**D.C. OFFICE OF EMPLOYEE APPEALS ("OEA") BOARD MEETING**

Thursday, March 7, 2024, at 9:30 a.m.

Location: Virtual Meeting via Webex

**I. Call to Order**

**II. Ascertainment of Quorum**

**III. Adoption of Agenda**

**IV. Minutes Reviewed from Previous Meeting**

**V. New Business**

**A. Public Comments on Petitions for Review**

**B. Summary of Cases**

- 1. Employee v. D.C. Public Schools, OEA Matter No. 1601-0044-23** — Employee worked as a Teacher with D.C. Public Schools ("Agency"). On April 6, 2023, Agency issued its notice of termination on Employee. Agency charged Employee with 5-E District of Columbia Municipal Regulation ("DCMR") section 1401.2(v) – other conduct during and outside of duty hours that would affect adversely the employee's or the agency's ability to perform effectively. Specifically, Employee was accused of purchasing a cell phone for a student; tracking the cell phone's location; and

communicating with the student inappropriately.

Employee filed a Petition for Appeal with the Office of Employee Appeals (“OEA”) on May 31, 2023. In his petition, Employee explained that he filed this appeal in addition to his grievance filed by his union because his grievance was denied on May 19, 2023. Employee argued that Agency abused its administrative power by deliberately withholding its investigation report which contained material evidence. Additionally, he conceded that he purchased a cell phone for a student, but he provided that he was unaware that doing so would result in an infraction. Employee argued that he did not track the phone’s location and opined that Agency failed to conduct a forensic examination of the phone to determine the accuracy of the allegation. Finally, he attested that he never had inappropriate communication with a student. As a result, Employee requested that he be reinstated to his position.

On June 8, 2023, Agency filed its answer and a motion to dismiss the petition. It contended that Employee was hired in December of 2022. However, on February 8, 2023, it issued a notice of pending investigation to Employee. Agency provided that it concluded its investigation on March 16, 2023, and it issued its notice of termination to Employee on April 6, 2023. According to Agency, Employee’s union filed a Step 1, Stage 3 grievance on May 19, 2023, and that while the grievance was still pending, Employee filed his Petition for Appeal with OEA on May 28, 2023. Agency argued that pursuant to D.C. Code § 1-616.52, Employee could file a grievance or an appeal with OEA but not both. It contended that because Employee elected to grieve his termination first, he was precluded from filing an appeal with OEA. Moreover, Agency explained that Employee was still within his probationary period with Agency, and pursuant to District Personnel Manual (“DPM”) § 814, he could not appeal a termination that occurred during his probationary period. Agency provided that OEA lacked jurisdiction over probationary employees; therefore, Employee’s petition should be dismissed.

The OEA Administrative Judge (“AJ”) issued an order requesting that Employee submit a brief on OEA’s jurisdiction over his appeal. On June 21, 2023, Employee filed a brief which outlined several of the same arguments raised in his Petition for Appeal. He also provided that his grievance was filed but rejected with prejudice because it was allegedly untimely filed. Employee noted that his grievance was not pending, as Agency alleged in its answer to his petition. He further argued that OEA has jurisdiction over whistleblower matters and highlighted his exposure of civil rights abuses and violations against Agency.

Agency filed a Sur Reply on July 14, 2023. It asserted that Employee’s grievance was filed timely and was still pending when he filed his Petition for Appeal with OEA. It, again, argued that Employee’s grievance was filed first, and as a result, Employee was precluded from filing an appeal with OEA. Employee filed a Sur Response to Agency’s Sur Reply highlighting that Agency only conceded that his grievance was timely filed because he filed an OEA appeal with evidence.

On September 13, 2023, the AJ issued an Initial Decision. He held that pursuant to DPM § 814.3, an employee’s termination during a probationary period is not appealable to OEA. The AJ noted that Employee admitted in his Petition for Appeal that he worked for Agency for less than one year prior to his termination. Therefore, because he was serving in his probationary status when he was removed from service, the AJ ruled that Employee was not allowed to appeal his removal to OEA. Moreover, the AJ opined that in accordance with D.C. Code §§ 1-616.52(e) and (f), because Employee chose to first grieve Agency’s action, this prevents him from subsequently appealing the action to

OEA. As a result, Employee's appeal was dismissed.

Employee disagreed with the Initial Decision and filed a Petition for Review with the OEA Board on October 18, 2023. In his petition, he argues that because his grievance was denied by Agency, he had no other means of redress except to file an appeal with OEA. He contends that the ruling in the Initial Decision stripped him of his constitutional and civil rights. Thus, he requests that OEA review his appeal.

On February 5, 2024, Agency filed its response to Employee's Petition for Review. It asserts that the Initial Decision was based on substantial evidence. Agency contends that it provided evidence that Employee timely filed his grievance, which it provides is still pending. It opines that because Employee's grievance was filed before his appeal before OEA, this appeal must be denied.

**2. Employee v. University of the District of Columbia, OEA Matter No. 1601-0006-21**

— Employee worked as a Police Officer with the University of the District of Columbia's ("Agency") Office of Public Safety and Emergency Management ("OPSEM"). On November 2, 2020, Agency issued a Notice of Proposed Adverse Action (Termination), charging Employee with willfully providing false, fraudulent, misleading or harmful statements; refusal or failure to give oral or written statements of testimony in connection with an injury; insubordination – willful and/or deliberate refusal to carry out orders; failure to comply with instructions; and unauthorized possession/inappropriate removal of University property or another person's personal property.

The notice proposed Employee's termination based on his act of falsely filing a workers' compensation claim with the D.C. Public Sector Workers' Compensation Program ("PSWCP"). Specifically, Agency alleged that on June 7, 2020, Employee reported that he sustained an injury to his toe while patrolling Building #38 of the Architectural Research Institute ("ARI"). However, a subsequent investigation into Employee's claims revealed that he did not fracture his toe while on duty and that Employee's key badge card never accessed Building # 38 on June 7, 2020. According to Agency, Employee could not answer inquiries as to how he was able to access an unauthorized and inaccessible area where the injury allegedly occurred, and Agency never gave Employee a directive to access the ARI suite. Agency subsequently notified Employee that his official termination date was December 17, 2020.

The AJ issued an Initial Decision on September 18, 2023. First, he held that Agency met its burden of proof with respect to the charges levied against Employee. The AJ explained that Employee was insubordinate when he failed to submit reports required of a campus police officer, which also evidenced a failure to comply with Agency instructions and policies. According to the AJ, Employee also failed to cooperate with an official investigation when he did not respond to a request for additional information from Agency's Director of Compliance and Risk Management about his workers' compensation claim. Additionally, he held that Employee filed a fraudulent compensation claim because his claim was for a non-compensable injury that did not occur during the course of employment. As a result, the AJ concluded that Employee was guilty of misrepresentation, falsification, or concealment of material facts or records in connection with an official matter, in addition to knowingly and willfully reporting false or misleading information or purposefully omitting material facts, to any supervisor. However, the AJ ruled that Agency did not meet its burden of proof in establishing the specification of unauthorized removal of property of others since it could not specify what property was removed by Employee.



The AJ ruled that Agency did not violate D.C. Code § 5-1031, which provides that, absent a tolling exception, corrective or adverse actions must be commenced within ninety days after an agency knew or should have known of the act or occurrence allegedly constituting cause. According to the AJ, Agency did not know that Employee possibly filed a false compensation claim until August 6, 2020, when ORM issued its Notice of Determination finding that Employee was not injured during the scope of employment. He clarified that while the PSWCP issued its notice denying Employee's compensation claim on July 24, 2020, Agency was not provided with its findings until after it requested such on August 4, 2020, and again on August 6, 2020. Consequently, because Agency's November 2, 2020, Notice of Proposed Adverse Action was issued within ninety days after the date on which Agency knew of the conduct allegedly constituting cause, the AJ concluded that there was no violation of D.C. Code § 5-1031.

Concerning Employee's arguments related to due process, the AJ assessed that Employee could not now argue before OEA that he was entitled to a post-termination conference since it was his union who scheduled the meeting, but subsequently cancelled it. Moreover, he concluded that Agency complied with the notice requirements of District Personnel Manual ("DPM") § 1618.2, which provides that advance written notices of proposed adverse actions must include the type of proposed adverse action; the nature of the action; the specific performance or conduct at issue; how the employee's performance fails to meet appropriate standards; and the name and contact information of the deciding official or anticipated hearing officer. The AJ also held that Agency complied with DPM § 1618.3, which affords employees the right to review any material upon which the proposed action is based; prepare a written response to the notice; and the right to an administrative review in the case of removal. Consequently, he ruled that Employee was properly apprised of the charges levied against him and was afforded a meaningful opportunity to respond.

As it related to Employee's claims of retaliation, the AJ ruled that there was insufficient evidence in the record to support a finding that he was engaged in a protected activity by opposing unlawful employment practices under the DCHRA. Thus, he found Employee's argument that he was terminated in retaliation for filing a complaint with OIG to be without merit. The AJ further concluded that Agency performed a reasonable assessment of the relevant *Douglas* factors. Lastly, he held that termination was a permissible penalty under the Table of Illustrative Actions. As a result, the AJ concluded that the adverse action was taken for cause and that termination was an appropriate penalty under the circumstances.

Employee disagreed with the AJ's findings and filed a Petition for Review with the OEA Board on October 23, 2023. He argues that the Initial Decision was not ripe for issuance because he moved for summary disposition under OEA Rule 618.1 based on procedural and due process arguments, not substantive arguments. According to Employee, if after reviewing his motion, the AJ determined *sua sponte* Agency's position merited summary disposition, he was required to provide notice and give Employee an opportunity to provide arguments in response to Agency's claims. Therefore, he asserts that the AJ erred because there are several material issues of fact in dispute; Agency is not entitled to a decision as a matter of law; and the Petition for Appeal clearly states a claim upon which relief can be granted.

Employee also claims that the AJ erred in concluding that Agency did not violate the 90-day rule. In support thereof, he notes that the AJ improperly utilized D.C. Code § 5-1031 in his analysis, instead of applying the ninety-day rule provided in 8B DCMR § 1502.3, which applies to University of the District of Columbia police officers. Employee

reiterates his previous argument that Agency should have known of the conduct allegedly constituting cause as early as June 12, 2020, when Smith expressed concerns that Employee possibly committed workers' compensation fraud. He also opines that the ninety-day period specified in 8B DCMR § 1502.3 is a mandatory provision and contends that Agency's violation of such constitutes a reversible error.

Regarding due process, Employee asserts that the AJ applied the incorrect regulations to his analysis, namely DPM Section 1618, which outlines what is required to be contained in an agency's advance notice of proposed adverse action. Instead, he submits that the AJ should have determined whether Agency's advance notice complied with 8B DCMR § 1500 *et seq.*, which applies to employees of the Board of Trustees of the University of the District of Columbia. Employee, therefore, maintains that Agency violated his due process rights because the advance notice failed to comply with the applicable regulations. In light of the above, Employee requests that the Board reverse the termination action. Alternatively, he asks that matter be remanded to the AJ for adjudication of the substantive merits.

In its response, Agency argues that the issuance of the Initial Decision was appropriate because Employee's Motion for Summary Judgment was not solely limited to alleged procedural violations. It highlights that Employee's motion contained arguments relative to retaliation and whether he actually committed workers' compensation fraud. Thus, it reasons that Employee was not entitled to an evidentiary hearing since he had an opportunity to address, and reply to, the substantive arguments at issue in this matter.

Next, Agency maintains that there is substantial evidence in the record to support a finding that Employee's termination was proper. It contends that the record reflects that Employee was not injured at the location and time identified in his statements and that he was not acting within the scope of employment at the time of the injury. Consequently, Agency opines that its investigation, in conjunction with ORM's determination, demonstrates that Employee filed a false workers' compensation claim. Additionally, it posits that managerial discretion was properly invoked in selecting the penalty, noting that termination was warranted based on an analysis of the *Douglas* factors and the Table of Penalties for Disciplinary and Adverse Actions.

Concerning the 90-day rule, Agency concedes that the AJ erroneously utilized D.C. Code § 5-1031, instead of 8B DCMR § 1502.3(a). However, it highlights that the AJ's conclusion regarding whether Agency violated the ninety-day period for commencing adverse actions is the same under both the Code and the regulations. Agency agrees with the AJ's identification of August 6, 2020, as the proper anchor date for purposes of calculating the ninety-day time period. Thus, it believes that the issuance of the advance notice of termination was timely. Alternatively, Agency states that even if it did not comply with 8B DCMR § 1502.3, the error was harmless. Lastly, it posits that Employee's arguments that he was denied due process should be rejected outright because he is raising them for the first time on Petition for Review. Consequently, Agency asks that Employee's petition be denied.

- C. **Deliberations** – This portion of the meeting will be closed to the public for deliberations. in accordance with D.C. Code § 2-575(b)(13).
- D. **Open Portion Resumes**
- E. **Final Votes on Cases**
- F. **Public Comments**

## **VI. Adjournment**

“This meeting is governed by the Open Meetings Act. Please address any questions or complaints arising under this meeting to the Office of Open Government at [opengovoffice@dc.gov](mailto:opengovoffice@dc.gov).”

## Minutes

### D.C. OFFICE OF EMPLOYEE APPEALS (OEA) BOARD MEETING

Thursday, March 7, 2024

Location: Virtual Meeting Via Webex

**Persons Present:** Lasheka Brown (OEA General Counsel), Sheila Barfield (OEA Executive Director), Sommer Murphy (OEA Deputy General Counsel), Clarence Labor, Jr. (OEA Board Chair), Peter Rosenstein (OEA Board Member), Dionna Maria Lewis (OEA Board Member), Arrington Dixon (OEA Board Member), and Wynter Clarke (OEA Paralegal).

**Call to Order** – Clarence Labor, Jr. called the meeting to order at 9:30 a.m.

- I. Ascertainment of Quorum** – There was a quorum of Board members present for the office to conduct business.
- II. Adoption of Agenda** – Peter Rosenstein moved to adopt the agenda. The agenda was adopted by the Board.
- III. Minutes from Previous Meeting** – January 4, 2024, meeting minutes were reviewed. There were no corrections. The minutes were accepted.

#### **IV. New Business**

**A. Summary** — Clarence Labor provided that a summary of the matters to be decided were provided in the agenda for this meeting. The summaries were posted to the OEA website, the Board of Ethics and Government Accountability's website, and printed and posted in OEA's front office. The matters to be decided are as follows:

1. Employee v. D.C. Public Schools, OEA Matter No. 1601-0044-23
2. Employee v. University of the District of Columbia, OEA Matter No. 1601-0006-21

**B. Public Comments on Petitions for Review** – There were no public comments offered.

**C. Deliberations**– Peter Rosenstein moved that the meeting be closed for deliberations in accordance with D.C. Code § 2-575(b)(13). All Board members voted in favor of closing the meeting. Clarence Labor, Jr. stated that the meeting was closed for deliberations.

#### **D. Open Portion of Meeting Resumed**

**E. Final Votes** – Clarence Labor Jr. provided that the Board considered all of the matters. The following represents the final votes for each case:

##### **1. Employee v. D.C. Public Schools, OEA Matter No. 1601-0044-23**

MEMBER	GRANTED	REVERSED	DENIED	REMANDED	DISMISSED
Clarence Labor, Jr.			X		
Peter Rosenstein			X		
Dionna Lewis			X		
Arrington Dixon			X		

Four Board Members voted in favor of denying Employee's Petition for Review. Therefore, the petition was denied.

**2. Employee v. University of the District of Columbia, OEA Matter No. 1601-0006-21**

<b>MEMBER</b>	<b>GRANTED</b>	<b>REVERSED</b>	<b>DENIED</b>	<b>REMANDED</b>	<b>DISMISSED</b>
Clarence Labor, Jr.				X	
Peter Rosenstein				X	
Dionna Lewis				X	
Arrington Dixon				X	

Four Board Members voted in favor of remanding the matter to the Administrative Judge for proceedings consistent with this order.

**F. Public Comments**

1. There were no public comments offered.

**V. Adjournment** – Peter Rosenstein moved that the meeting be adjourned. All members voted affirmatively to adjourn the meeting. Clarence Labor, Jr. adjourned the meeting at 9:58 a.m.

**Respectfully Submitted,  
Wynter Clarke  
Paralegal Specialist**

## **May 30, 2024 Board Meeting**

**DISTRICT OF COLUMBIA  
OFFICE OF EMPLOYEE APPEALS**

**NOTICE OF PUBLIC MEETING**

The District of Columbia Office of Employee Appeals will hold a meeting on May 30, 2024, at 9:30 a.m. The Board will meet remotely. Below is the agenda for the meeting.

Members of the public are welcome to observe the meeting. In order to attend the meeting, please visit:

Password: Board (26274 from phones and video systems)

<https://dcnet.webex.com/dcnet/j.php?MTID=m96998b98aedd8ddb3103c3f1d17f80fe>

We recommend logging in ten (10) minutes before the meeting starts. In order to access Webex, laptop or desktop computer users must use Google Chrome, Firefox, or Microsoft Edge Browsers.

Smartphone/Tablets or iPad user must first go to the App Store, download the Webex App (Cisco Webex Meetings), enter the Access Code, and enter your name, email address, and click Join. It is recommended that a laptop or desktop computer be utilized for this platform.

Your computer, tablet, or smartphone's built-in speaker and microphone will be used in the virtual meeting unless you use a headset. Headsets provide better sound quality and privacy.

If you do not have access to the internet, please call-in toll number (US/Canada) 1-650-479-3208, Access Code: 2307 176 0106

Questions about the meeting may be directed to [wynter.clarke@dc.gov](mailto:wynter.clarke@dc.gov).

**Agenda**

D.C. OFFICE OF EMPLOYEE APPEALS ("OEA") BOARD MEETING

Thursday, May 30, 2024, at 9:30 a.m.

Location: Virtual Meeting via Webex

**I. Call to Order**

**II. Ascertainment of Quorum**

**III. Adoption of Agenda**

**IV. Minutes Reviewed from Previous Meeting**

**V. New Business**

**A. Public Comments on Motion for Interlocutory Appeal**

**B. Public Comments on Petitions for Review**

**C. Summary of Motion for Interlocutory Appeal**

1. *Employee v. D.C. Fire & Emergency Medical Services, OEA Matter No. 1601-0040-21R24* – Employee worked as a Firefighter/Emergency Medical Technician ("FF/EMT") with the Department of Fire and Emergency Services ("Agency"). On August 7, 2020, Agency issued a Proposed Notice of Adverse Action, charging Employee with neglect of duty; unreasonable failure to give assistance to the public; and violation of Agency consent/refusal of care policy. The first charge alleged that Employee neglected her duties as a FF/EMT and unreasonably failed to aid a member of the public during an

emergency call. The second charge asserted that she violated the Pre-Hospital Treatment Protocols by failing to properly document the Electronic Patient Care Report ("ePCR") for the incident. Her termination became effective on July 31, 2021.

The OEA Administrative Judge ("AJ") issued an Initial Decision on September 7, 2022. The AJ held that the Trial Board met its burden of proof in establishing that Charge No. 1., Specification No. 1 was supported by substantial evidence. As it related to Charge No. 2, Specification No. 1, the AJ acknowledged that Employee pleaded guilty to this charge and specification during the Trial Board Hearing. As a result, she held that Charge No. 2 was supported by substantial evidence. However, the AJ concluded that Agency utilized the incorrect version of the District Personnel Manual ("DPM") in administering its adverse action. She ruled that Agency erred in relying on the 2012 iteration of DPM, instead of the 2017 version of the regulations, which were in effect at the time of the adverse action. As a result, the AJ held that Agency's failure to utilize the correct regulations constituted a harmful procedural error. Therefore, Agency's termination action was reversed.

Agency sought judicial review of the Board's decision in the Superior Court of the District of Columbia. It argued that the Initial Decision should be reversed or remanded because the AJ: (1) incorrectly based her decision on an issue raised sua sponte without briefing from the parties; (2) based her conclusions of law on an argument that was waived by Employee before the Trial Board; (3) erred in determining that the Trial Board committed a harmful procedural error by applying the wrong version of the DPM; (4) erroneously held that Employee's actions at issue were reasonable; and (5) erred by failing to address Agency's argument that OEA was estopped from ordering Employee's reinstatement. After ordering briefs and holding oral arguments, Superior Court issued a February 16, 2023, Order Vacating the Initial Decision of the Office of Employee Appeals and Remanding the Case.

Relying on the holding in *Smith v. United States*, 2023 D.C. App. LEXIS 345, \*20-22 (D.C. December 21, 2023), the Court noted that neither party cited to a statute, rule, or judicial decision which required the OEA AJ to provide Agency an opportunity to be heard prior to reversing an adverse action. However, it reasoned that a better practice in the spirit of judicial fairness is to "provide a party against which an adverse ruling is contemplated reasonable notice and an opportunity to be heard on the issue." As a result, the matter was remanded to OEA for reconsideration on at "least two issues following full briefing and argument – and, if necessary, the presentation of evidence – by the parties: (1) the propriety of [Agency's] application of the 2012 DPM – rather than the 2017 DPM – to its determination whether [Employee's] conduct was subject to discipline, and (2) whether Employee waived her right to challenge her discipline...by failing to raise the issue before the Trial Board."

The AJ subsequently issued a February 26, 2024, order directing the parties to address the following: 1) the propriety of Agency's application of the 2012 DPM – rather than the 2017 DPM – to its determination of whether Employee's conduct was subject to discipline, and (2) whether Employee waived her right to challenge her discipline on the ground that her conduct was not subject to discipline by failing to raise the issue before the Trial Board. On March 5, 2024, Employee filed a Motion for Leave to Conduct Limited Discovery and to Stay the Briefing Schedule. Her motion requested the opportunity to propound discovery requests upon Agency and the International Fire Fighters, Local 36, AFL-CIO MCW Union ("Local 36"). Agency filed an opposition to Employee's motion, arguing that discovery is not permitted in matters covered by



*Pinkard v. Metropolitan Police Department*, 801 A.2d 86 (D.C. 2006). According to Agency, the February 16, 2024, remand order from Superior Court only directed the AJ to elicit additional briefing, and if necessary, the presentation of additional evidence on the issue of waiver and the application of the 2012 DPM. Thus, it submitted that the AJ's remand order exceeded the scope of the Court's directives.

On March 20, 2024, the AJ issued an order granting Employee's Motion for Leave to Conduct Limited Discovery and subsequently held a status conference on March 26, 2024. On the same day, the AJ directed Agency to submit the Collective Bargaining Agreement ("CBA") with Local 36 that was in effect at the time Employee's termination action was initiated. On April 12, 2024, Agency filed a Notice Responsive to March 26, 2024, Order. It reiterated its previous position that OEA may not compel discovery or reopen the record in a matter governed by *Pinkard*; however, Agency conceded that this Office is permitted to take judicial notice of facts not subject to reasonable dispute.

On April 18, 2024, the AJ issued an order granting Employee's request for limited discovery and directed the parties to address several issues outlined in the Superior Court's remand order. The order acknowledged receipt of the CBA between Agency and Local 36 which was executed in September of 2018. The order also granted limited discovery to Employee to ascertain whether Agency and Local 36 were engaged in impacts and effects bargaining of the 2017 DPM at the time of the current adverse action.

On April 30, 2024, Agency filed a Motion for Certification of Interlocutory Appeal to the OEA Board and Request for Stay of Proceedings. According to Agency, the AJ's remand order granting Employee's request for leave to conduct discovery unlawfully opens this matter up for discovery, as well as a broad ranging evidentiary proceeding into bargaining between Agency and Local 36. It asserts that the AJ's directives to engage in discovery or to present new documentary evidence on remand are precluded by the holding in *Pinkard* as well as the CBA. Agency opines that nothing within the Court's remand order directed OEA to allow discovery. Instead, it posits that the AJ is limited to ordering direct briefing on the questions presented by Superior Court and any other question consistent with the remand order. Additionally, Agency reasons that the AJ's broad ranging inquiry into bargaining between the parties exceeds this Office's limited role under *Pinkard* and OEA's subject matter authority.

It further believes that the Board should direct that briefing proceed on the issue of waiver first because a tribunal should not address complex issues of first impression when a matter can be decided on well-established law. Consequently, Agency requests that the AJ's briefing order be vacated with instructions to: (1) bar the consideration of any evidence not presented to the Trial Board and (2) limit the consideration of issues to those presented in the Court's remand order or by the parties. On May 2, 2024, the AJ issued an order granting Agency's motion and certified the matter to the OEA Board for Consideration.

#### **D. Summary of Cases**

1. ***Employee v. Department of Transportation*, OEA Matter No. 1601-0049-20** – Employee worked as a Transportation Engineer with the District of Columbia Department of Transportation ("Agency"). On May 26, 2020, Agency issued a final notice of removal to Employee. It charged Employee with performance deficits – failure to meet established performance standards, pursuant to District Personnel Manual ("DPM") §§ 1605.4(m) and 1607.2(m) and neglect of duty – failure to carry out official duties or responsibilities as would be expected of a reasonable individual in the same position; failure to perform assigned tasks

or duties; failure to assist the public; undue delay in completing assigned tasks or duties; or careless work habits, pursuant to DPM §§ 1605.4(e) and 1607.2(e). The causes of action stemmed from a sixty-day Performance Improvement Plan ("PIP").

On June 29, 2020, Employee filed a Petition for Appeal with the Office of Employee Appeals ("OEA"). She claimed that Agency placed her on a PIP in retaliation after she filed a complaint with the Equal Employment Opportunity ("EEO"). She argued that Agency's PIP process was deficient and explained that she performed her duties in accordance with the requirements of her position description. Employee provided that she was not provided with clear goals for the PIP. As a result, she requested that she be reinstated to her position.

Agency filed its Answer to Employee's Petition for Appeal on September 21, 2020. It argued that its termination action was based on Employee's failure to meet the required standards of the PIP. Agency asserted that Employee neglected her duties by failing to carry out her official duties or responsibilities as expected of a reasonable person in her position; her delays negatively impacted her productivity and led to customer complaints; she was untimely in responding to tasks; and her work lacked clarity. Additionally, Agency contended that Employee's performance deficiencies adversely impacted the Public Space Plan Review and Permit Application process; it undermined the construction work in public spaces; and it impeded the progress of Agency's customers. Consequently, it implemented the PIP to address Employee's performance deficiencies in three Core Competencies and two S.M.A.R.T goals. It contended that because Employee failed to meet the requirements of the PIP, it had cause for disciplinary action. Agency opined that it considered the *Douglas* factors before reaching its decision to terminate Employee. Therefore, it requested that Employee's termination be upheld.

After holding a two-day evidentiary hearing and receiving written closing arguments, the OEA Administrative Judge ("AJ") issued an Initial Decision on September 27, 2023. She held that Agency complied with the requirements for implementing a PIP, in accordance with DPM § 1410. Moreover, she found that Agency established cause for Employee's failure to meet the performance standards and neglect of duty. The AJ noted that Agency provided emails from its clients about Employee's deficiencies during the sixty-day PIP. Additionally, it submitted documentation showing that Employee did not meet the quality of review SMART goals. The AJ relied on testimony from Dr. Petrosian who outlined Employee's failure to submit timely applications. She reasoned that removal was within the range of penalties for a first offense for neglect of duty and performance deficits; thus, Agency could impose termination as a penalty. She also determined that Agency adequately considered the *Douglas* factors. As a result, the AJ upheld Agency's termination action.

Employee makes many of the same arguments in her Petition for Review that she presented to the AJ. She also argues that the AJ's decision was based on an erroneous interpretation of statute, regulation, or policy and that the findings of the Initial Decision were not based on substantial evidence. Employee contends that progressive discipline is not optional and was not applied in the instant matter. According to Employee, Agency failed to provide any rationale for foregoing counseling or other forms of progressive discipline. As a result, she requests that the Board reverse the Initial Decision; that the disciplinary action be removed from her personnel record; and that she be reinstated with back pay and benefits.

2. ***Employee v. Department of Public Works, OEA Matter No. 1601-0023-22AF23*** – Employee worked as a Heavy Mobile Equipment Mechanic Supervisor at the Department of Public Works ("Agency"). On October 26, 2021, Agency issued a Notice of Final Decision on Proposed Removal which provided that Employee was suspended for thirty days, pursuant to District Personnel Manual ("DPM") § 1607. According to Agency, Employee was charged with failure or refusal to follow instructions, in accordance with DPM §§ 1607.2(d)(1) and (d)(2) and safety

and health violations, pursuant to DPM § 1607.2(i)(4). However, Agency failed to process Employee's suspension.

Accordingly, the Office of Employee Appeals' ("OEA") Administrative Judge ("AJ") ordered Agency to submit documentation or other personnel records related to its final notice, Employee's administrative leave, and the procedural administration of the adverse action. In its brief, Agency asserted that Employee did not serve his suspension and instead remained on paid administrative leave through December 1, 2021. It explained that the Covid-19 Public Health Emergency caused significant disruptions in the District and during this period, it failed to process Employee's suspension or place the final notice in his personnel file. Thus, it contended that Employee suffered no harm that would entitle him to a remedy.

In his response, Employee argued that due to Agency's error, he served a suspension but remained on paid administrative leave until December 1, 2021. He conceded that he received his regular pay during this period. However, he contended that he lived under the threat of unpaid leave because of Agency's notice on final decision. Employee also requested that Agency's action be removed from his personnel file.

On June 15, 2023, the AJ issued an Initial Decision. She opined that Agency committed numerous administrative processing errors and held that Agency lacked cause for the adverse action. The AJ determined that while the final decision imposed a thirty-day suspension against Employee, he never served the suspension. She held that Employee was on administrative leave prior to the effective date of the suspension, and Employee conceded that he received his full salary during the suspension period. Thus, she found that the issue of the thirty-day suspension without pay was moot. As it related to Employee's personnel file, the AJ found that Agency's assertion that the adverse action was not part of Employee's personnel file was made in good faith. Therefore, she held that his request that the action be removed from his personnel file was also moot. The AJ ordered that Agency's action of suspending Employee be reversed and that Agency confirm that this action is not part of Employee's personnel record.

Employee filed a Motion for Attorney's Fees on August 18, 2023. In his motion, he explained that he was the prevailing party in the matter and an award of attorney's fees and costs were warranted in the interest of justice. Accordingly, Employee requested \$46,237.85 in attorney fees, representing 47.8 hours of service performed by his attorneys before OEA.

In response to the motion, Agency argued that an award of attorney's fees was not appropriate because Employee was not the prevailing party because the thirty-day suspension without pay and his request for relief were moot. It further reasoned that an award of fees was not warranted in the interest of justice. However, Agency submitted that if fees are awarded, they should be reduced by \$6,411.80 for duplicative work and for work conducted on unrelated matters not before OEA.

The AJ issued an Addendum Decision on Attorney's Fees on January 3, 2024. She found that Employee was the prevailing party. The AJ also found that Agency was in violation of *Allen* factor 4, gross procedural error which prolonged the proceeding or severely prejudiced the employee. She explained that while Agency's action may not have caused severe prejudice or prolonged the proceeding, it was a procedural error on Agency's part that warranted an award of attorney fees in the interest of justice.

As it related to attorney fees, the AJ opined that Employee's request for fees was unreasonable. She determined that the number of hours expended was excessive given the degree of difficulty and the amount of time required in comparison to experienced attorneys who have appeared before OEA. Additionally, the AJ found that the fees requested included work performed prior to the filing of the OEA Petition for Appeal and a supplemental motion to Employee's original

motion on attorney's fees. Thus, she denied these fees. Further, the AJ highlighted that there were no complex legal arguments made by either party; there was no evidentiary hearing conducted; and the delays in adjudication were because of Employee. As a result, she ordered Agency to pay \$12,349.30 in attorney fees.

Agency disagreed with the decision and filed a Petition for Review with the OEA Board on February 7, 2024. Agency asserts that an award of attorney's fees is required when the appellant is the prevailing party, and where payment is warranted in the interest of justice. It is Agency's position that the AJ erroneously determined that attorney's fees should be awarded in the interest of justice. Specifically, it argues that it did not violate *Allen* factor 4, as the AJ contended. According to Agency, this factor required gross procedural error that prolonged the processing or severely prejudiced the employee. However, it opines that the AJ held that its procedural error did not severely prejudice Employee or prolong the proceedings. Thus, according to Agency, the AJ's finding was erroneous.

Furthermore, Agency argues that Employee never served the suspension, and he never lost wages because he was paid in full during the suspension period. It contends that the only relief Employee obtained was the acknowledgment that it did not have cause to take the adverse action against him. Agency opines that this is nominal relief that according to the holding in *Phillippa Mezile v. D.C. Department on Disability Services*, OEA Matter No. 2401-0158-09AF17 (June 14, 2017), would not warrant attorney's fees because the fees would be unreasonable and unwarranted in the interest of justice. Consequently, it requests that the Board reverse the Addendum Decision on Attorney Fees.

Employee filed a response to Agency's Petition for Review on March 13, 2024. He asserts that the AJ's decision is based on substantial evidence and that the fees are reasonable. Employee maintains that he is the prevailing party and is entitled to attorney's fees in the interest of justice. Employee, again, argues that Agency violated the second *Allen* factor. Further, Employee contends that Agency did not contest the fees requested by Employee. Therefore, it requests that the Addendum Decision on Attorney Fees be upheld.

3. ***Employee v. Metropolitan Police Department*, OEA Matter No. 1601-0081-13R16-R18-R22**—The AJ issued a Third Initial Decision on Remand on September 25, 2023. First, he explained that on April 21, 2023, the District of Columbia Council repealed the 90-day provision previously encapsulated within D.C. Code § 5-1031 in accordance with the Comprehensive Policing and Justice Reform Amendment Act of 2022 ("Reform Act") and made the repeal retroactive to "any matter pending, before any court or adjudicatory body." The AJ noted that the repeal of the 90-day provision, specifically applicable to members of the Metropolitan Police Department, also retroactively applied to cases pending before OEA. He disagreed with Employee's argument that the Reform Act did not compel this Office to do anything because there is a presumption against statutory retroactivity based upon the inherent unfairness of imposing new burdens on people after the fact. Highlighting the holding in *Employee v. D.C. Metropolitan Police Department et. al.*, Case No. 19-CV-1266 (D.C. 2023), the AJ provided that the Court of Appeals has made its position clear that the ninety-day provision related to retroactivity did not compel specific results under the old law, but rather directed courts to apply newly enacted legislation to pending civil cases. Since Employee's appeal was pending before OEA when the Reform Act became law, the AJ concluded that Employee's argument that Agency violated the repealed provisions of the 90-day rule was no longer valid. Consequently, he upheld Agency's termination action.

Employee filed a Petition for Review with the OEA Board on November 18, 2023. His sole argument is that it is unconstitutional to retroactively apply the Reform Act to his appeal that has been pending before OEA for over ten years because it violates the tenants of due process.

Thus, Employee asks this Board to not ignore longstanding precedent and assess whether Agency violated D.C. Code § 5-1031 based on the law that existed when the alleged misconduct occurred. Because he maintains that Agency violated the 90-day rule, Employee request that Agency's termination action be overturned.

In response, Agency contends that OEA is precluded from considering whether the Reform Act is constitutional. It further opines that the AJ properly applied binding precedent governing the retroactivity of the Reform Act's provisions related to the 90-day rule. Consequently, it requests that the Third Initial Decision on Remand be upheld.

4. ***Employee v. Department of Corrections, OEA Matter No. 1601-0025-23*** – Employee worked as a Correctional Officer with the Department of Corrections ("Agency"). On December 19, 2022, Agency issued a notice to Employee which proposed placing him on enforced leave beginning December 28, 2022. The action was taken based on Agency's receipt of an "Affidavit in Support of Criminal Complaint and Arrest Warrant" which charged Employee with wire fraud under 18 U.S.C. § 1343. The charges stemmed from Employee's alleged act of embezzling over \$10,000 from the Fraternal Order of the Police – Department of Corrections Labor Committee ("FOP"), while serving as the entity's chairman. Employee filed a response to the proposed notice on December 21, 2022, opposing his placement on enforced leave. On December 28, 2022, Agency issued its final decision. As a result, Employee was placed on enforced leave effective December 28, 2022.

The AJ issued an Initial Decision on July 27, 2023. She agreed with Agency's position that placing Employee on enforced leave was warranted following his arrest and charges for wire fraud. The AJ explained that Employee was arrested and charged by the U.S. Attorney's Office of the District of Columbia ("USAO") for violating 18 U.S.C. § 1343. She provided that 6-B DCMR § 1617.3 authorizes an agency to place an employee on enforced leave if he or she has been indicted on, arrested for, charged with, or convicted of a felony. According to the AJ, the record clearly established that Employee was arrested and charged with wire fraud under 18 U.S.C. § 1343, which constitutes a felony. She disagreed with Employee's argument that the charge was related to a workers' compensation claim because the claim was dismissed with prejudice by the Office of Administrative Hearings on May 8, 2023. Since Employee's conduct violated 6-B DCMR § 1617.3, the AJ concluded that Agency's enforced leave action was conducted in accordance with all applicable rules and regulations. As a result, Employee's placement on enforced leave was upheld.

Employee subsequently filed a Petition for Review with the OEA Board on November 15, 2023. He submits that Agency erred because he did not receive a copy of its Sur-Reply Brief until October 5, 2023, the same day it was filed with OEA. Thus, Employee asserts that Agency's brief is considered new evidence to which he was denied a meaningful opportunity to respond. Additionally, he maintains that Agency should not have placed him on enforced leave because he was in inactive duty status as result of his workers' compensation appeal. Employee claims that he had no knowledge of the dismissal of his claim in May of 2023. Notwithstanding, he maintains that the Initial Decision erroneously held that he could be placed on enforced leave and requests that his petition be granted.

In response, Agency highlights that a copy of its sur-reply was mailed to Employee on October 5, 2023. Furthermore, Agency questions the effect, if any, of its Sur-Reply Brief on the resolution of this appeal because from a substantive standpoint, Agency's filing solely aimed to reiterate its position that Employee's appeal of the denial of his workers' compensation claim had little to no impact on the criminal indictment for wire fraud. Agency agrees with the AJ's assessment that because Employee was charged with a felony, it had the authority to administer

the enforced leave action in accordance with 6-B DCMR §§ 1617.3. Therefore, it considers the Initial Decision to be based on substantial evidence.

**E. Deliberations** – This portion of the meeting will be closed to the public for deliberations in accordance with D.C. Official Code § 2-575(b)(13).

**F. Open Portion Resumes**

**G. Final Votes on Motion for Interlocutory Appeal**

**H. Final Votes on Cases**

**I. Public Comments**

## **VI. Adjournment**

“This meeting is governed by the Open Meetings Act. Please address any questions or complaints arising under this meeting to the Office of Open Government at [opengovoffice@dc.gov](mailto:opengovoffice@dc.gov).”

## **Minutes**

### **D.C. OFFICE OF EMPLOYEE APPEALS (OEA) BOARD MEETING**

Thursday, May 30, 2024

Location: Virtual Meeting Via Webex

**Persons Present:** Lasheka Brown (OEA General Counsel), Sheila Barfield (OEA Executive Director), Sommer Murphy (OEA Deputy General Counsel), Clarence Labor, Jr. (OEA Board Chair), Peter Rosenstein (OEA Board Member), Dionna Maria Lewis (OEA Board Member), Arrington Dixon (OEA Board Member), and Wynter Clarke (OEA Paralegal).

**Call to Order** – Clarence Labor, Jr. called the meeting to order at 9:33 a.m.

- I. Ascertainment of Quorum** – There was a quorum of Board members present for the office to conduct business.
- II. Adoption of Agenda** – Peter Rosenstein moved to adopt the agenda. The agenda was adopted by the Board.
- III. Minutes from Previous Meeting** – March 7, 2024, meeting minutes were reviewed. There were no corrections. The minutes were accepted.
- IV. New Business**

**A. Summary** — Clarence Labor provided that a summary of the matters to be decided were provided in the agenda for this meeting. The summaries were posted to the OEA website, the Board of Ethics and Government Accountability's website, and printed and posted in OEA's front office. The matters to be decided are as follows:

- 1. Employee v. D.C. Fire and Emergency Medical Services, OEA Matter No. 1601-0040-21R24 (Motion for Interlocutory Appeal)
- 2. Employee v. Department of Transportation, OEA Matter No. 1601-0049-20
- 3. Employee v. Department of Public Works, OEA Matter No. 1601-0023-22AF23
- 4. Employee v. Metropolitan Police Department, OEA Matter No. 1601-0081-13R16R18R22
- 5. Employee v. Department of Corrections, OEA Matter No. 1601-0025-23

**B. Public Comments on Motion for Interlocutory Appeal** — There were no public comments offered.

**C. Public Comments on Petitions for Review** — There were no public comments offered.

**D. Deliberations**– Peter Rosenstein moved that the meeting be closed for deliberations in accordance with D.C. Code § 2-575(b)(13). All Board members voted in favor of closing the meeting. Clarence Labor, Jr. stated that the meeting was closed for deliberations.

**E. Open Portion of Meeting Resumed**

**F. Final Votes** – Clarence Labor Jr. provided that the Board considered all of the matters. The following represents the final votes for each case:

**1. Employee v. D.C. Fire and Emergency Medical Services Department, OEA  
Matter No. 1601-0040-21R24 (Motion for Interlocutory Appeal)**

MEMBER	GRANTED	REVERSED	DENIED	REMANDED	DISMISSED
Clarence Labor, Jr.				X	
Peter Rosenstein				X	
Dionna Lewis				X	
Arrington Dixon				X	

Four Board Members voted in favor of remanding the matter to the Administrative Judge for further proceedings consistent with this opinion.

**2. Employee v. D.C. Department of Transportation, OEA Matter No. 1601-0049-20**

MEMBER	GRANTED	REVERSED	DENIED	REMANDED	DISMISSED
Clarence Labor, Jr.			X		
Peter Rosenstein			X		
Dionna Lewis			X		
Arrington Dixon			X		

Four Board Members voted in favor of denying Employee's Petition for Review. Therefore, the petition was denied.

**3. Employee v. D.C. Department of Public Works, OEA Matter No. 1601-0023-22AF23**

MEMBER	GRANTED	REVERSED	DENIED	REMANDED	DISMISSED
Clarence Labor, Jr.				X	
Peter Rosenstein				X	
Dionna Lewis				X	
Arrington Dixon				X	

Four Board Members voted in favor of remanding the matter to the Administrative Judge for further consideration.

**4. Employee v. Metropolitan Police Department, OEA Matter No. 1601-0081-13-R16-R18-R22**

MEMBER	GRANTED	REVERSED	DENIED	REMANDED	DISMISSED
Clarence Labor, Jr.			X		
Peter Rosenstein			X		
Dionna Lewis			X		
Arrington Dixon			X		

Four Board Members voted in favor of denying Employee's Petition or Review. Therefore, the petition was denied.



**5. Employee v. D.C. Department of Corrections, OEA Matter No. 1601-0025-23**

<b>MEMBER</b>	<b>GRANTED</b>	<b>REVERSED</b>	<b>DENIED</b>	<b>REMANDED</b>	<b>DISMISSED</b>
Clarence Labor, Jr.			X		
Peter Rosenstein			X		
Dionna Lewis			X		
Arrington Dixon			X		

Four Board Members voted in favor of denying Employee's Petition for Review. Therefore, the petition was denied.

**G. Public Comments**

1. There were no public comments offered.

- V. Adjournment** – Peter Rosenstein moved that the meeting be adjourned. All members voted affirmatively to adjourn the meeting. Clarence Labor, Jr. adjourned the meeting at 10:23 a.m.

**Respectfully Submitted,**  
**Wynter Clarke**  
**Paralegal Specialist**

## **July 11, 2024 Board Meeting**

**DISTRICT OF COLUMBIA  
OFFICE OF EMPLOYEE APPEALS**

**NOTICE OF PUBLIC MEETING**

The District of Columbia Office of Employee Appeals will hold a meeting on July 11, 2024, at 9:30 a.m. The Board will meet remotely. Below is the agenda for the meeting.

<https://denet.webex.com/denet/j.php?MTID=m8486e1c7f8cee31e9341c2c805b77d87>

Password: Board (26274 when dialing from a phone or video system)

We recommend logging in ten (10) minutes before the meeting starts. In order to access Webex, laptop or desktop computer users must use Google Chrome, Firefox, or Microsoft Edge Browsers.

Smartphone/Tablets or iPad user must first go to the App Store, download the Webex App (Cisco Webex Meetings), enter the Access Code, and enter your name, email address, and click Join. It is recommended that a laptop or desktop computer be utilized for this platform.

Your computer, tablet, or smartphone's built-in speaker and microphone will be used in the virtual meeting unless you use a headset. Headsets provide better sound quality and privacy.

If you do not have access to the internet, please call-in toll number (US/Canada) 1-650-479-3208, Access code: 2303 484 3917

Questions about the meeting may be directed to [wynter.clarke@dc.gov](mailto:wynter.clarke@dc.gov).

**Agenda**

D.C. OFFICE OF EMPLOYEE APPEALS ("OEA") BOARD MEETING

Thursday, July 11, 2024, at 9:30 a.m.

Location: Virtual Meeting via Webex

**I. Call to Order**

**II. Ascertainment of Quorum**

**III. Adoption of Agenda**

**IV. Minutes Reviewed from Previous Meeting**

**V. New Business**

**A. Public Comments on Petitions for Review**

**B. Summary of Cases**

- 1. Employee v. University of the District of Columbia , OEA Matter No. 1601-0035-21**  
— Employee worked as a Police Officer with the University of the District of Columbia ("Agency"). On May 24, 2021, Agency issued a notice to Employee informing her "that [she was] being separated from employment . . . due to job abandonment." The notice provided that Employee had been on unapproved leave since April 22, 2021; that she had exhausted her family medical leave; and that her request for leave without pay ("LWOP") was denied because she was an essential employee. Agency noted that it would accept this as Employee's resignation. As a result, the effective date of Employee's separation

was May 31, 2021.

Employee filed a Petition for Appeal with the Office of Employee Appeals (“OEA”) on June 28, 2021. In her petition, she asserted that she was wrongfully terminated; she did not abandon her job; and she did not resign from her position. Employee explained that she applied for LWOP to cover a period from April 22, 2021, to September of 2021. She contended that Agency was aware that she was on extended leave until September 1, 2021. However, she claimed that she did not receive notification of an approval or denial of her LWOP request. Additionally, Employee contended that the medical information that Agency requested for the LWOP form was provided in previous submissions by Employees weeks before. Finally, she argued that pursuant to Article 27 of the Collective Bargaining Agreement (“CBA”), Agency should have provided her with notice of a proposed termination, and it should have conducted a post-termination meeting. Employee claimed that neither happened. As a result, she requested that she be reinstated with back pay and benefits and that the adverse action be removed from her personnel file.

On September 20, 2023, Agency filed its Answer to the Petition for Appeal. It asserted that Employee’s separation was warranted because she abandoned her job. Agency explained that on April 22, 2021, it informed Employee that she exhausted her Family and Medical Leave Act (“FMLA”) entitlement of 640 hours within a 12-month period and that she had not worked the requisite 1,250 hours within the past 12 months to qualify for additional FMLA. Subsequently, Agency requested that Employee apply for LWOP and submit a medical release form and a medical information request form by May 7, 2021. It provided that Employee failed to submit the requested documents by the prescribed deadline, and she did not return to work. As a result, Agency requested that Employee’s petition be dismissed.

After holding an evidentiary hearing and receiving written closing arguments, the OEA Administrative Judge (“AJ”) issued an Initial Decision on February 7, 2024. She held that the record supported Employee’s contention that she was on approved leave without pay after her FMLA was exhausted. Additionally, she found that Agency could not charge Employee with job abandonment because: (1) it was aware of Employee’s efforts and intention to secure additional leave; (2) it was in receipt of Employee’s leave without pay application when her FMLA leave was exhausted; (3) it did not provide its denial of leave without pay to Employee prior to it issuing its termination letter; and (4) it did not provide Employee with a return-to-work date for which she could comply. Additionally, the AJ ruled that Agency did not provide any credible evidence to support its assertion that Employee voluntarily resigned. She reasoned that Employee was working with Agency to seek additional leave to continue her employment and at no time did she inform Agency that she intended to leave District government employment. Moreover, the AJ found that Agency failed to provide an advance notice of proposed discipline as required by Article 27, Section 5 of the CBA. Accordingly, she ruled that Agency lacked cause to take the adverse action against Employee. Therefore, she ordered that the penalty of termination be reversed, and that Employee be reinstated to the same or comparable position with reimbursement for back pay and benefits.

Agency filed a Petition for Review with the OEA Board on March 13, 2024. It argues that the Initial Decision is based on an erroneous interpretation of statute, regulation, or policy and that the AJ’s findings were not based on substantial evidence. It is Agency’s position that the AJ erroneously determined that an employee must be absent for ten consecutive days in order to have been deemed to have abandoned their job. Specifically, it argues that its regulations do not specify the length of time which an employee should

be disciplined for an unauthorized absence. Additionally, Agency contends that the AJ incorrectly relied on 6-B DCMR § 1607, as that regulation is not applicable to Agency's policies. Agency opines that there is substantial evidence to support that Employee abandoned her position because she failed to submit the requested medical documentation. Moreover, Agency argues that Employee's PeopleSoft records and witness testimony are not substantial evidence that Employee was on approved leave without pay. Finally, Agency provides that Employee did not assert in her Petition for Appeal that Agency violated Article 27, Section 5 of the CBA. Accordingly, it requests that the Initial Decision be reversed.

On April 17, 2024, Employee filed her Response to Agency's Petition for Review. She asserts that the AJ's decision is based on substantial evidence. Employee argues that she was never served with a notice proposing discipline. Additionally, she maintains that she did not abandon her position, nor did she voluntarily resign. Employee contends that she never tendered a resignation letter to Agency. She further asserts that Agency failed to provide her with notice of its decision to deny her LWOP; it also failed to provide a return-to-work date, which violated her due process rights. Employee argues that Agency did not provide her with an opportunity to respond to the action or to present her position. Further, Employee explains that she raised in her Petition for Appeal that Agency violated of Article 27, Section 7 of the CBA, which requires that Advance Notice be given pursuant to Article 27, Section 5. Therefore, she requests that the Initial Decision be denied.

2. **Employee v. D.C. Public Schools, OEA Matter No. 1601-0054-23** – Employee worked as a Teacher with D.C. Public Schools at Takoma Elementary School ("Agency"). On July 1, 2023, Agency issued a notice to Employee that she would be terminated from her position under IMPACT, its performance effectiveness system. The notice informed Employee that she was being separated after receiving a final IMPACT score of "Developing" for the 2021-2022 school year and final score of "Minimally Effective" for the 2022-2023 school year. Since employees whose final IMPACT scores declined between subsequent school years were subject to removal, Agency notified Employee that she would be terminated effective August 4, 2023.

Employee filed a Petition for Appeal with the Office of Employee Appeals ("OEA") on August 4, 2023. She argued that she never received thorough feedback from the school's principal regarding the sufficiency of her lesson plans, but when she did, the feedback was contradictory. As a result, Employee requested mediation to clarify why her evaluation was used as a basis for her termination. She further asked that her reputation be restored and that school administrators demonstrate a higher level of efficiency, good judgment, and accountability.

In response, Agency asserted that it properly followed the IMPACT process. It explained that Employee received a rating of "Developing" for the 2021-2022 school year and a rating of "Minimally Effective" for the 2022-2023 school year. Thus, according to Agency, Employee was subject to removal since she received a declining IMPACT rating for two consecutive years. As a result, it requested that the termination action be upheld.

The AJ issued an Initial Decision on January 16, 2024. He explained that according to the IMPACT process, Employee had three assessment cycles: an informal first assessment, a second assessment cycle ("Cycle 1"), and a third assessment cycle ("Cycle 2"). The AJ noted that each assessment was required to be followed by a post-observation conference with the evaluator within fifteen days of the assessment. As it related to the 2021-2022 school year, the AJ determined that: (1) Employee's informal observation

occurred on February 2, 2022; (2) the Cycle 1 observation and post-evaluation conference occurred on February 2, 2022, and February 11, 2022, respectively; and (3) the Cycle 2 observation and post-evaluation conference occurred on March 29, 2022, and April 6, 2022, respectively. Based on the IMPACT scoring rubric, Employee received a final rating of “Developing.”

Regarding the 2022-2023 school year, the AJ concluded that Employee’s informal observation occurred on November 2, 2022. Employee’s Cycle 1 observation was conducted on January 6, 2022, and the post-evaluation conference occurred on January 18, 2022. Likewise, she noted that the Cycle 2 evaluation occurred on March 31, 2023, with the post-assessment meeting being held on April 13, 2023. Since Employee’s performance under IMPACT declined from “Developing” to “Minimally Effective” between consecutive school years, the AJ ruled that Employee was subject to termination.

The AJ disagreed with Employee’s argument that the IMPACT report that she reviewed in April of 2022 was significantly different from the assessment submitted by the school principal. He noted that the documents referenced by Employee were identical to those produced in Agency’s Answer to the Petition for Appeal. Further, the AJ held that Employee failed to present a compelling argument that the school principal was not permitted to conduct her IMPACT assessments. Concerning Employee’s contentions related to the incident at Whittier Elementary, the AJ concluded that those interactions had no bearing on the outcome of her 2022-2023 IMPACT score. Citing the holding in *Shaibu v. District of Columbia Public Schools*, Case No. 2012 CA 003606 P(MPA)(D.C. Super. Ct. June 29, 2013), the AJ held that despite her stark disagreements with her IMPACT scores and evaluation notes, Employee failed to refute the factual observations made by her evaluators. He also noted that principals retain broad discretion in ranking their teachers. Thus, the AJ ruled that Agency followed all regulations related to the IMPACT process for both the 2021-2022 and 2022-2023 school years. Consequently, Agency’s termination action was upheld.

Employee filed a Petition for Review with the OEA Board on February 22, 2023. She argues that the Initial Decision is not based on substantial evidence and asserts that the AJ failed to address all issues of law and fact properly raised in her appeal. First, Employee claims that an email was sent to administration at her school regarding a meeting she attended at Whittier Elementary involving her son which led to her IMPACT scores being negatively altered. Employee explains that she was unjustly harassed at work and was accused of defamation of character when she observed a class at the direction of her IMPACT assessor. She believes that the school’s principal unfairly used his power, which created a conflict of interest at work. According to Employee, the use of different evaluators over the years resulted in her IMPACT assessments containing inconsistencies. As a result, she requests that a thorough review of her appeal be conducted.

In response, Agency asserts that the Initial Decision is based on substantial evidence. It highlights that the allegations outlined in Employee’s Petition for Review were already presented to and decided by the AJ. Agency reiterates its position that all IMPACT guidelines were followed in Employee’s case. It also submits that there is no basis for finding that Employee was retaliated against. Therefore, it asks the Board to deny the Petition for Review.

- C. Deliberations** – This portion of the meeting will be closed to the public for deliberations in accordance with D.C. Code § 2-575(b)(13).

**D. Open Portion Resumes**

**E. Final Votes on Cases**

**F. Public Comments**

**VI. Adjournment**

“This meeting is governed by the Open Meetings Act. Please address any questions or complaints arising under this meeting to the Office of Open Government at [opengovoffice@dc.gov](mailto:opengovoffice@dc.gov).”

**Minutes**  
**D.C. OFFICE OF EMPLOYEE APPEALS (OEA) BOARD MEETING**  
**Thursday, July 11, 2024**  
**Location: Virtual Meeting Via Webex**

**Persons Present:** Lasheka Brown (OEA General Counsel), Sheila Barfield (OEA Executive Director), Sommer Murphy (OEA Deputy General Counsel), Clarence Labor, Jr. (OEA Board Chair), Peter Rosenstein (OEA Board Member), Arrington Dixon (OEA Board Member), and Wynter Clarke (OEA Paralegal).

**Call to Order** – Clarence Labor, Jr. called the meeting to order at 9:36 a.m.

- I. Ascertainment of Quorum** – There was a quorum of Board members present for the office to conduct business.
- II. Adoption of Agenda** – Peter Rosenstein moved to adopt the agenda. The agenda was adopted by the Board.
- III. Minutes from Previous Meeting** – May 30, 2024, meeting minutes were reviewed. There were no corrections. The minutes were accepted.

**IV. New Business**

**A. Summary** — Clarence Labor provided that a summary of the matters to be decided were provided in the agenda for this meeting. The summaries were posted to the OEA website, the Board of Ethics and Government Accountability's website, and printed and posted in OEA's front office. The matters to be decided are as follows:

- 1. Employee v. University of the District of Columbia, OEA Matter No. 1601-0035-21
- 2. Employee v. District of Columbia Public Schools, OEA Matter No. 1601-0054-23

**B. Public Comments on Petitions for Review** – There were no public comments offered.

**C. Deliberations**– Peter Rosenstein moved that the meeting be closed for deliberations in accordance with D.C. Code § 2-575(b)(13). All Board members voted in favor of closing the meeting. Clarence Labor, Jr. stated that the meeting was closed for deliberations.

**D. Open Portion of Meeting Resumed**

**E. Final Votes** – Clarence Labor Jr. provided that the Board considered all of the matters. The following represents the final votes for each case:

- 1. **Employee v. University of the District of Columbia, OEA Matter No. 1601-0035-21**

MEMBER	GRANTED	REVERSED	DENIED	REMANDED	DISMISSED
Clarence Labor, Jr.			X		
Peter Rosenstein			X		
Arrington Dixon			X		



Three Board Members voted in favor of denying Agency's Petition for Review. Therefore, the petition was denied.

**2. Employee v. District of Columbia Public Schools, OEA Matter No. 1601-0054-23**

MEMBER	GRANTED	REVERSED	DENIED	REMANDED	DISMISSED
Clarence Labor, Jr.				X	
Peter Rosenstein				X	
Arrington Dixon				X	

Three Board Members voted in favor of denying Employee's Petition for Review. Therefore, the petition was denied.

**F. Public Comments**

1. There were no public comments offered.

- V. Adjournment** – Peter Rosenstein moved that the meeting be adjourned. All members voted affirmatively to adjourn the meeting. Clarence Labor, Jr. adjourned the meeting at 9:54 a.m.

**Respectfully Submitted,  
Wynter Clarke  
Paralegal Specialist**

## **September 12, 2024 Board Meeting**

**DISTRICT OF COLUMBIA  
OFFICE OF EMPLOYEE APPEALS**

**NOTICE OF PUBLIC MEETING**

The District of Columbia Office of Employee Appeals will hold a meeting on September 12, 2024, at 9:30 a.m. The Board will meet remotely. Below is the agenda for the meeting.

Members of the public are welcome to observe the meeting. In order to attend the meeting, please visit:

Password: Board (26274 from phones and video systems)

<https://denet.webex.com/denet/j.php?MTID=m8c3e59177bf67450dba44166f53f30eb>

We recommend logging in ten (10) minutes before the meeting starts. In order to access Webex, laptop or desktop computer users must use Google Chrome, Firefox, or Microsoft Edge Browsers.

Smartphone/Tablets or iPad user must first go to the App Store, download the Webex App (Cisco Webex Meetings), enter the Access Code, and enter your name, email address, and click Join. It is recommended that a laptop or desktop computer be utilized for this platform.

Your computer, tablet, or smartphone's built-in speaker and microphone will be used in the virtual meeting unless you use a headset. Headsets provide better sound quality and privacy.

If you do not have access to the internet, please call-in toll number (US/Canada) 1-650-479-3208, Access Code: 2315 545 5420

Questions about the meeting may be directed to [wynter.clarke@dc.gov](mailto:wynter.clarke@dc.gov).

**Agenda**

**D.C. OFFICE OF EMPLOYEE APPEALS ("OEA") BOARD MEETING**

Thursday, September 12, 2024, at 9:30 a.m.

Location: Virtual Meeting via Webex

**I. Call to Order**

**II. Ascertainment of Quorum**

**III. Adoption of Agenda**

**IV. Minutes Reviewed from Previous Meeting**

**V. New Business**

**A. Public Comments on Petitions for Review**

**B. Summary of Cases**

- 1. Employee v. D.C. Public Schools, OEA Matter No. 1601-0015-20AF24** – Employee was hired to work as a Teacher with D.C. Public Schools ("Agency/DCPS") in June of 2002. According to Agency, Employee was separated in August of 2009 for performance issues. However, on July 18, 2018, an Arbitrator reversed Agency's termination action and ordered Agency to reinstate Employee. On March 15, 2019, Agency issued a letter to Employee outlining the requirements for reinstatement. The document provided that in accordance with the District of Columbia Municipal Regulations ("DCMR"), Employee was required to obtain a current teaching license from the Office of State Superintendent of Education ("OSSE"). Additionally, he was required to complete a criminal background check, pursuant to the Criminal

Background Checks for the Protection of Children Act of 2004. Employee was also required to submit a negative tuberculosis ("TB") test dated within the past year, and he was required to complete a mandatory drug and alcohol test in accordance with Agency's Mandatory Drug and Alcohol Testing ("MDAT") policy.

However, according to Agency, after several requests for extensions, Employee failed to comply with its reinstatement requirements. Therefore, on October 18, 2019, Agency issued a notice of termination action to Employee. It charged him with violating 5-E DCMR §§ 1401.2(j) – willful disobedience and 1401.2(t) – violation of the rules, or lawful orders of the Board of Education, or any directive of the Superintendent of Schools, issued pursuant to the rules of the Board of Education. As a result, Employee was terminated again, effective November 4, 2019.

After conducting an evidentiary hearing, the AJ issued an Initial Decision on September 13, 2023. He held that Employee complied with Agency's request to provide a chest x-ray, as it related to the TB testing requirement. As for Employee's background check, the AJ opined that Agency prevented Employee from completing the fingerprinting and should have communicated with Employee how he could have accomplished securing his background check, even with its concerns related to Employee's suspicion of TB. As it related to Employee's license to teach, the AJ held that Agency should have provided him with a provisional license. The AJ noted that Employee's license lapsed because of the length of the arbitration process, but he reasoned that Agency could have simply searched Employee's former personnel file to find his original licensing documents. Finally, he held that Agency failed to provide authorization for Employee to schedule a drug test, which prevented him from efficiently completing his drug testing requirement. Consequently, the AJ ordered that Agency's termination action be reversed; that Agency reinstate Employee; and that Agency reimburse Employee all pay and benefits lost as a result of his removal.

On October 13, 2023, Agency filed a Petition for Review. Employee filed his response to Agency's Petition for Review on November 14, 2023. Ultimately, the Board upheld the Initial Decision and found that Agency terminated Employee because he failed to complete four onboarding requirements. However, it held that Agency prevented Employee from completing three of the four requirements. The Board found that although there was one requirement that Employee could have completed, Agency failed to offer a range of penalties to determine the reasonableness of its termination action. Furthermore, it ruled that Agency did not provide any evidence that it considered relevant factors before terminating Employee. As a result, the Board upheld the Initial Decision and denied Agency's Petition for Review. Accordingly, Employee was to be reinstated with back pay and benefits, as outlined in the Initial Decision.

Agency did not file an appeal of the OEA Board's Opinion and Order. Subsequently, on February 2, 2024, Employee's Counsel filed a Motion for Attorney's Fees alleging that Employee was the prevailing party and that an award for attorney's fees should be awarded in the interest of justice. Accordingly, his counsel requested an award of \$72,510.20 plus \$2,500 under the *Laffey* Matrix or \$55,154 plus \$2,500 under the *Fitzpatrick* Matrix.

In response to Employee's motion on attorney's fees, Agency filed a Motion for a Hearing on Employee's Obligation to Mitigate Damages. The motion did not address Employee's Counsel's motion for attorney's fees. It instead focused on Employee's obligation to mitigate damages for an award of back pay.

On February 15, 2024, the AJ issued an Order Regarding Employee's Motion for Attorney's Fees and Costs. The order requested that Employee's Counsel address if Employee completed Agency's required onboarding procedures; if Employee was reinstated to his last position of record or a similar position; and if there were any other compliance related complaints to be resolved to ensure that Employee's motion for attorney's fees was ripe for adjudication. The order further provided that if the answers to any of the aforementioned questions was negative, then returning Employee to his status quo was incomplete and would require the investment of additional resources that Employee's counsel may add to his fee invoice.

In response to Agency's motion for a hearing on mitigating damages, Employee argued that the motion should be denied because the issue of mitigation of damages is moot. He contended that the mitigation of damages is an affirmative defense which can be waived, and that Agency waived this defense by waiting to raise it after the case concluded. Employee further argued that Agency unlawfully refused to comply with the Initial Decision and that its filing of the motion for mitigation is in bad faith to avoid paying Employee as ordered.

As for the AJ's order related to his Counsel's motion for attorney's fees, Employee argued that the status of his onboarding was not relevant to the request for attorney's fees. He went on to note that Agency refused to conduct a back pay and benefits analysis despite the order in the Initial Decision. Consequently, it requested that the AJ order Employee's immediate reinstatement; that back pay, and benefits be paid within ten (10) days; and that his attorney's fee petition be granted and paid immediately.

On March 4, 2024, the AJ issued an Addendum Decision on Attorney's Fees and found that Employee was the prevailing party in this case. However, he opined that Employee has not been reinstated and has not received the back pay that he is owed. The AJ found that the process of reinstating Employee and having him receive back pay would require additional legal resourcing that would become part of the evolving attorney's fee petition. Therefore, he ruled that the motion for attorney's fees was premature, and it was dismissed without prejudice for resubmission.

Employee's Counsel filed a Petition for Review on April 1, 2024. He argues that he should not be denied attorney's fees because Agency refuses to implement OEA's decision. Employee's Counsel contends that the AJ's Addendum Decision punishes him for Agency's wrongdoing of not reinstating Employee with back pay and benefits. Therefore, he requests that the Addendum Decision on Attorney's Fees be reversed.

Agency filed its response to Employee's petition on May 1, 2024. It argues that Employee's request for attorney's fees is premature. It is Agency's position that the AJ still needs to resolve the issue of backpay and Employee's duty to mitigate before considering the petition for attorney's fees. Accordingly, it requests that the petition be denied.

There were several subsequent filings related to the compliance matter filed by both parties. However, on August 26, 2024, Employee's counsel filed a notice withdrawing his representation of Employee in this matter, effective immediately. His counsel provided that Employee terminated his firm from representing him, and Employee will continue in this matter as a *pro se* litigant.

2. **Employee v. D.C. Public Schools, OEA Matter No. 1601-0070-22** – Employee worked as a Teacher with D.C. Public Schools ("Agency"). On July 1, 2023, Employee received notice that he would be terminated from his position under IMPACT,

Agency's performance effectiveness system. The notice informed Employee that he was being separated after receiving a final IMPACT score of "Ineffective" for the 2021-2022 school year. In accordance with IMPACT, employees who receive a score of "Ineffective" are subject to removal. Consequently, Agency notified Employee that he would be terminated effective July 30, 2022.

Employee filed a Petition for Appeal with the Office of Employee Appeals ("OEA") on August 1, 2022. He argued that his termination was unwarranted and requested that he be reinstated to his position of record. Agency filed its Answer to the petition on August 26, 2022, asserting that it properly followed the IMPACT process. It explained that Employee was evaluated during Cycles 1 and 2 of the 2021-2022 school year and participated in post-evaluation conferences after each assessment. Thus, according to Agency, Employee was subject to removal because he received a final IMPACT score of "Ineffective." As a result, it requested that the termination action be upheld.

An OEA Administrative Judge ("AJ") was assigned to the matter in September of 2022. After conducting a prehearing conference, the AJ determined that the issues presented by the parties warranted an evidentiary hearing. Thereafter, a hearing was held on February 16, 2022, wherein both Employee and Agency presented documentary and testimonial evidence in support of their positions.

The AJ issued an Initial Decision on March 18, 2022. First, he provided that under Chapter 5E, Sections 1306.1 and 1306.2 of the D.C. Municipal Regulations ("DCMR"), each employee was required to be evaluated under IMPACT by an appropriate supervisor and rated annually based on procedures established by the Superintendent. He explained that pursuant to 5E DCMR § 1401.2, OEA's review of Agency's adverse action was limited to determining whether Employee was terminated for "just cause" and whether Agency followed all IMPACT procedures.

Next, the AJ provided that under the IMPACT guidelines, teachers were required to have three assessment cycles during the 2021-2022 school year: an informal first assessment, a second assessment cycle ("Cycle 1"), and a third assessment cycle ("Cycle 2"). The AJ stated that each assessment was required to be followed by a post-observation conference with the evaluator within fifteen days. As it related to the 2021-2022 school year, the AJ determined that: (1) Employee's informal observation occurred on December 15, 2021; (2) the Cycle 1 observation and post-evaluation conference occurred on March 14, 2022, and March 28, 2022, respectively; and (3) the Cycle 2 observation and post-evaluation conference occurred on May 18, 2022, and June 1, 2022, respectively. Based on the IMPACT scoring rubric, Employee received a final rating of "Ineffective."

Citing the holding in *Shaibu v. District of Columbia Public Schools*, Case No. 2012 CA 003606 P(MPA)(D.C. Super. Ct. June 29, 2013), the AJ noted that despite his disagreements with the final IMPACT score and evaluation notes, Employee failed to sufficiently refute the factual observations made by his evaluator, Assistant Principal Tiffany Goodman ("Goodman"). He ruled that Goodman, Agency's witness, provided consistent and credible testimony as it related to Employee's IMPACT evaluation for the 2021-2022 school year. The AJ also noted that evaluators retain broad discretion in ranking their teachers. Therefore, he deemed Employee's disagreements with the comments contained within his assessments to be unpersuasive. Because Employee received a final IMPACT rating of "Ineffective," the AJ held that Agency properly terminated him in accordance with the relevant regulations.

Employee filed a Petition for Review with the OEA Board on April 22, 2024. He argues that the Initial Decision was not based on substantial evidence; the decision did not address all material issues of law and fact; and new and material evidence is now available that, despite due diligence, was not available when the record closed. According to Employee, the AJ's rulings were arbitrary, capricious, and made in bad faith, which infringed upon his First Amendment right to free speech. Employee also disagrees with the AJ's conclusions related to the witnesses' credibility determinations, as well as his findings concerning the assessment of each IMPACT component. Relying on the holding in *Shaibu*, he submits that the circumstances surrounding the Cycle 1 and Cycle 2 observations, specifically regarding the misalignment of the comments with the actual scores, exhibits a factual basis to controvert the statements contained within his IMPACT evaluation. Employee further believes that his termination was retaliatory in nature, and he maintains that Goodman abused her discretion in evaluating him. Consequently, he requests that the Initial Decision be reversed.

Agency filed its response on May 1, 2024. It asserts that the Initial Decision was based on substantial evidence and states that it followed all IMPACT procedures in assessing Employee's work performance. Agency opines that Employee's petition to the Board only seeks to relitigate issues which have already been duly considered and decided by the AJ. It further reasons that the AJ's credibility determinations were rational considering the evidence presented. Concerning Employee's argument related to new and material evidence, Agency provides that Employee's emails and attachment of a summer paycheck have no bearing on the disposition of this matter. It also questions why Employee failed to expound upon why this purported new evidence was not produced at the evidentiary hearing, as he was represented by counsel at the time.

Lastly, Agency disagrees with Employee's contention that the AJ failed to address all material issues of fact in the Initial Decision. It maintains that the Petition for Review fails to raise an argument that the IMPACT guidelines were not followed; Employee never testified during direct testimony that he was retaliated against for engaging in protected speech; and the Initial Decision properly addressed the issue that was raised at the hearing: whether Agency had just cause to terminate Employee. Consequently, it requests that the Initial Decision be upheld.

On July 15, 2024, Employee filed a Motion to Compel the Release of Freedom of Information Act ("FOIA") Email Documents. His filing asserts that Agency failed to release certain emails to him in a timely manner that would have provided clarity for his arguments related to the termination action, namely his IMPACT accessor's alleged false testimony under oath. Employee subsequently filed a Motion to Consider Additional Evidence Which was Previously Unavailable. As it relates to the purported evidence, Employee claims that the newly submitted emails establish that Goodman fabricated testimony during the OEA evidentiary hearing which proves that his due process rights were infringed upon. As a result, he requests that this Board reverse the Initial Decision in light of the AJ's erroneous findings related to his IMPACT assessment.

- C. **Deliberations** – This portion of the meeting will be closed to the public for deliberations. in accordance with D.C. Code § 2-575(b)(13).
- D. **Open Portion Resumes**
- E. **Final Votes on Cases**

**F. Public Comments**

**VI. Adjournment**

“This meeting is governed by the Open Meetings Act. Please address any questions or complaints arising under this meeting to the Office of Open Government at [opengovoffice@dc.gov](mailto:opengovoffice@dc.gov).”



## Minutes

### D.C. OFFICE OF EMPLOYEE APPEALS (OEA) BOARD MEETING

Thursday, September 12, 2024

Location: Virtual Meeting Via Webex

**Persons Present:** Lasheka Brown (OEA General Counsel), Sheila Barfield (OEA Executive Director), Sommer Murphy (OEA Deputy General Counsel), Clarence Labor, Jr. (OEA Board Chair), Peter Rosenstein (OEA Board Member), Dionna Maria Lewis (OEA Board Member), Arrington Dixon (OEA Board Member), Wynter Clarke (OEA Paralegal), Katy Rivas (Member of the Public), and Anthony J. Scerbo (Member of the Public).

**Call to Order** – Clarence Labor, Jr. called the meeting to order at 9:35 a.m.

- I. Ascertainment of Quorum** – There was a quorum of Board members present for the office to conduct business.
- II. Adoption of Agenda** – Peter Rosenstein moved to adopt the agenda. The agenda was adopted by the Board.
- III. Minutes from Previous Meeting** – July 11, 2024, meeting minutes were reviewed. There were no corrections. The minutes were accepted.

#### **IV. New Business**

**A. Summary** — Clarence Labor provided that a summary of the matters to be decided were provided in the agenda for this meeting. The summaries were posted to the OEA website, the Board of Ethics and Government Accountability's website, and printed and posted in OEA's front office. The matters to be decided are as follows:

- 1. Employee v. District of Columbia Public Schools, OEA Matter No. 1601-0015-20AF24
- 2. Employee v. District of Columbia Public Schools, OEA Matter No. 1601-0070-22

**B. Public Comments on Petitions for Review** – There were no public comments offered.

**C. Deliberations**– Peter Rosenstein moved that the meeting be closed for deliberations in accordance with D.C. Code § 2-575(b)(13). All Board members voted in favor of closing the meeting. Clarence Labor, Jr. stated that the meeting was closed for deliberations.

#### **D. Open Portion of Meeting Resumed**

**E. Final Votes** – Clarence Labor Jr. provided that the Board considered all of the matters. The following represents the final votes for each case:

- 1. **Employee v. District of Columbia Public Schools, OEA Matter No. 1601-0015-20AF24**

MEMBER	GRANTED	REVERSED	DENIED	REMANDED	DISMISSED
Clarence Labor, Jr.	X				
Peter Rosenstein	X				
Dionna Lewis	X				
Arrington Dixon	X				

Four Board Members voted in favor of granting Employee's Petition for Review. Therefore, the petition was granted.

**2. Employee v. District of Columbia Public Schools, OEA Matter No. 1601-0070-22**

<b>MEMBER</b>	<b>GRANTED</b>	<b>REVERSED</b>	<b>DENIED</b>	<b>REMANDED</b>	<b>DISMISSED</b>
Clarence Labor, Jr.			X		
Peter Rosenstein			X		
Dionna Lewis			X		
Arrington Dixon			X		

Four Board Members voted in favor of denying Employee's Petition for Review. Therefore, the petition was denied.

**F. Public Comments**

1. There were no public comments offered.

- V. Adjournment** – Peter Rosenstein moved that the meeting be adjourned. All members voted affirmatively to adjourn the meeting. Clarence Labor, Jr. adjourned the meeting at 9:54 a.m.

**Respectfully Submitted,  
Wynter Clarke  
Paralegal Specialist**

**OEA Board Meeting Agendas and Minutes**  
**for Fiscal Year 2025**

---

## **January 16, 2025 Board Meeting**

**DISTRICT OF COLUMBIA  
OFFICE OF EMPLOYEE APPEALS**

**NOTICE OF PUBLIC MEETING**

The District of Columbia Office of Employee Appeals will hold a meeting on January 16, 2025, at 9:30 a.m. The Board will meet remotely. Below is the agenda for the meeting.

<https://dcnet.webex.com/dcnet/j.php?MTID=m647042502073f3c88647c7c128392f59>

Password: Board (26274 when dialing from a phone or video system)

We recommend logging in ten (10) minutes before the meeting starts. In order to access Webex, laptop or desktop computer users must use Google Chrome, Firefox, or Microsoft Edge Browsers.

Smartphone/Tablets or iPad user must first go to the App Store, download the Webex App (Cisco Webex Meetings), enter the Access Code, and enter your name, email address, and click Join. It is recommended that a laptop or desktop computer be utilized for this platform.

Your computer, tablet, or smartphone's built-in speaker and microphone will be used in the virtual meeting unless you use a headset. Headsets provide better sound quality and privacy.

If you do not have access to the internet, please call-in toll number (US/Canada) 1-650-479-3208, Access code: 2300 321 2401

Questions about the meeting may be directed to [wynter.clarke@dc.gov](mailto:wynter.clarke@dc.gov).

**Agenda**

**D.C. OFFICE OF EMPLOYEE APPEALS ("OEA") BOARD MEETING**

Thursday, January 16, 2025, at 9:30 a.m.

Location: Virtual Meeting via Webex

**I. Call to Order**

**II. Ascertainment of Quorum**

**III. Adoption of Agenda**

**IV. Minutes Reviewed from Previous Meeting**

**V. New Business**

**A. Public Comments on Petitions for Review**

**B. Summary of Cases**

- 1. Employee v. D.C. Fire & Emergency Medical Services Department, OEA Matter No. 1601-0082-22** – Employee worked as a Firefighter/Technician for the District of Columbia Fire and Emergency Medical Services Department ("Agency"). Agency issued its Notice of Proposed Adverse Action to Employee on December 28, 2021. The notice proposed to demote Employee to the rank of a Firefighter/Emergency Medical Technician. Employee was charged with: (1) Violation of Agency Order Book, Article VI, § 6, Conduct Unbecoming an Employee; (2) Agency Bulletin No. 33, Social Media Policy, § II; and (3) Agency Bulletin No. 24, Anti-Hazing Policy. The proposed action notice explained that these violations amounted to neglect of duty as defined in [Agency's] Order Book Article VII, Section 2(f)(3) and an on-duty/employment-related reason for corrective or adverse action as defined in [Agency's] Order Book Article VII,

§ 2(g). According to Agency, on September 7, 2021, while on duty, Employee made disparaging comments in a chat on an Agency-wide virtual town hall meeting alleging that a colleague attempted to have sexual relations with a minor. On July 28, 2022, Agency issued its Final Notice of Adverse Action against Employee, demoting him from Firefighter/Technician to the rank of Firefighter/Emergency Medical Technician. The effective date of Employee's demotion was August 28, 2022.

On September 27, 2022, Employee filed a Petition for Appeal with the Office of Employee Appeals ("OEA"). He asserted that his remarks about his colleague were made as a private citizen on a matter of public concern; thus, he posited that he did not violate Agency's Anti-Hazing and Social Media policies. Additionally, Employee argued that his demotion was unwarranted and violated his First Amendment rights. As a result, he requested that the demotion be reversed and that he receive back pay and benefits lost as a result of the adverse action.

Agency filed its Answer to the Petition for Appeal on October 27, 2022. It contended that its penalty for Employee's misconduct was warranted based on his inappropriate comments made about a colleague at an Agency virtual town hall meeting. Agency argued that Employee's remarks violated its Social Media and Anti-Hazing policies by bullying, harassing, and publicly shaming a colleague on social media. As it relates to Employee's First Amendment assertion, Agency argued that the free speech claim could not be protected in this instance because Employee did not speak as a private citizen, and his comments were not related to a matter of public concern. Additionally, it opined that it considered the *Douglas* factors before reaching its decision to demote Employee. Therefore, Agency requested that Employee's disciplinary action be upheld.

The OEA Administrative Judge ("AJ") issued an order requesting the parties to submit briefs addressing whether the Fire Trial Board's ("FTB") decision was supported by substantial evidence; whether there was harmful procedural error; and whether Agency's action was done in accordance with applicable laws or regulations. In its brief, Agency asserted many of the same arguments presented in its Answer to the Petition for Appeal. It explained that this was Employee's fourth disciplinary action for misconduct within the past three years. Agency further opined that Employee exhibited a brazen attitude regarding the incident and showed no remorse for the inappropriate comments made against his colleague. Moreover, it contended that Employee's disparaging comments impacted Agency's operations.

In his brief, Employee argued that Agency failed to provide substantial evidence to support any findings of fact. He asserted that the comments posted in the chat during the virtual town hall meeting were not negative or disparaging towards his colleague but were posed as a question of public concern. Thus, Employee reasoned that the comments did not invalidate his right to engage in constitutionally protected speech.

The AJ issued an Initial Decision on April 15, 2024. He found that Employee failed to provide substantial evidence that his First Amendment rights were violated or that his assertions were a mere personal complaint. The AJ held that Agency did not commit harmless error, and it afforded Employee due process in the matter. Furthermore, he determined that Employee's demotion was within the range of the Table of Penalties and that Agency appropriately considered the *Douglas* factors. Consequently, the AJ ruled that Agency's action of demoting Employee be upheld.

Employee filed a Petition for Review with the OEA Board on May 21, 2024. He maintains many of the same assertions made throughout his appeal. Employee argues

that there is no evidence that he had a history of hazing. Additionally, he claims that the Initial Decision was issued past the 120-business day deadline, as required in D.C. Code § 1-606.03. According to Employee, five hundred and sixty-seven (567) days passed before he received the Initial Decision. As a result, he requests that the Initial Decision be reversed.

On June 25, 2024, Agency filed its Opposition to Employee's Petition for Review. It asserts that Employee filed his petition beyond the 35-calendar day deadline; thus, the petition should be considered untimely. Agency also argues that the 35-day filing period is a mandatory claim processing rule, and Employee's Petition for Review is not subject to equitable tolling. As it related to Employee's assertions that the AJ did not issue the decision within 120 business days, Agency contends that the District of Columbia Court of Appeals held that the 120-business day timeframe is directory, not mandatory. It cites to *Anjuwan v. D.C. Department of Public Works*, 729 A.2d 883, 886 (D.C. 1998), in which the D.C. Court of Appeals ruled that OEA's failure to comply with the 120-business day requirement was not grounds for a reversal. Agency also notes that Employee contributed to the delay of the decision being issued when he filed his brief past the prescribed deadline. Accordingly, it requests that Employee's Petition for Review be denied.

2. **Employee v. D.C. Public Schools, OEA Matter No. 1601-0412-10R23** – This matter was previously before the Office of Employee Appeals' ("OEA") Board. Employee was a Teacher with the District of Columbia Public Schools ("Agency"). On August 23, 2010, Agency issued a final notice of separation informing Employee that she would be removed from her position because she was not a permanent status employee; she failed to secure a position within sixty days of being excessed; and she did not receive a final rating of at least "Effective" under IMPACT, Agency's performance assessment system. Consequently, she was terminated from employment effective August 23, 2010.

The Administrative Judge ("AJ") issued an Initial Decision on January 29, 2013. The AJ found that Employee was an Education Service employee, and "...educational service employees who are serving in a probationary period are precluded from appealing a removal action to [OEA] until their probationary period is finished." He found that Employee started working for Agency on January 3, 2010, and the effective date of her removal was August 23, 2010. As a result, the AJ held that pursuant to § 814.3 of the District Personnel Manual ("DPM"), OEA lacked jurisdiction over the matter. Accordingly, Employee's appeal was dismissed.

On February 27, 2013, Employee filed a Petition for Review with the OEA Board. She argued that the AJ did not address all issues of the facts and law raised in her appeal. Employee opined that the relevant section of the DPM, used by the AJ, which addressed appeals by probationary employees, did not apply to Educational Service positions. It was Employee's position that any employee can appeal a final agency decision to OEA which resulted in removal. Therefore, she requested that the Board reverse the Initial Decision and hold that OEA has jurisdiction over her appeal.

In response to the Petition for Review, Agency provided that Employee was not terminated based on any of the provisions provided in D.C. Code § 1-606.03, which outlined OEA's jurisdiction. It argued that she was excessed in accordance with the procedures of the Collective Bargaining Agreement ("CBA") that existed between it and the Washington Teachers' Union ("WTU"). Lastly, Agency reasoned that because Employee was in a probationary status, she had no statutory right to appeal to OEA.

This Board issued its Opinion and Order on Petition for Review on June 10, 2014. It found that Employee was correct that the AJ incorrectly applied DPM § 814.3 to uphold her removal. The Board explained that DPM § 814.3 applies to Career Service employees and not Educational employees. Thus, it determined that the AJ improperly cited to this section of the regulation in the Initial Decision. However, the Board opined that the reference was *de minimis* because the AJ properly relied on 5 DCMR § 1307 in reaching his decision that Employee was properly removed. The Board explained that in accordance with 5 DCMR § 1307.3, Employee was required to serve a two-year probationary period. Because Employee was hired by Agency on January 3, 2010, the Board determined that the probationary period would not have ended until January 3, 2012. Specifically, it held that District government employees serving a probationary period did not have a statutory right to be removed for cause and could not utilize the procedures under the Comprehensive Merit Personnel Act, which includes appealing those actions to this Office. Consequently, the Board denied Employee's Petition for Review for lack of jurisdiction.

Employee appealed the matter to the Superior Court of the District of Columbia. The Court found that there was substantial evidence in the record to support that the AJ properly relied on 5 DCMR § 1307.3 to conclude that Employee was required to serve a two-year probationary period. It held that Employee's probationary period ended on January 3, 2012, and Employee was terminated on June 21, 2011, before her probationary period ended. Accordingly, the Court upheld the AJ's decision.

The matter was then appealed to the District of Columbia Court of Appeals. On appeal before the D.C. Court of Appeals, Agency conceded that Employee had rights under the CBA, which according to Agency, made Employee neither an at-will employee nor a permanent employee but rather "something in between." Accordingly, it requested that this matter be remanded to OEA. The Court of Appeals remanded the matter for OEA to determine whether it had jurisdiction over Employee's appeal because Agency argued that Employee was indeed serving within her probationary period. Finally, the Court declined to consider Agency's belated argument that Employee's prior use of the grievance process stripped OEA of jurisdiction to consider Employee's appeal. As a result, it remanded the matter to OEA for further consideration.

After conducting a status conference, the AJ issued a Post-Conference Order on May 15, 2023. He requested that the parties submit briefs on whether the grievance, and subsequent settlement, filed by the WTU precluded Employee from prosecuting her petition for appeal before OEA. Additionally, he asked the parties to brief whether Employee's attempt (intentional or unintentional) at "splitting" her cause of action prevented OEA from exercising jurisdiction over the matter.

Agency filed its brief and argued that the grievance filed by the WTU was a class action litigation that included Employee. It explained that Employee filed her appeal with OEA after the WTU grievance was filed. According to Agency, D.C. Code § 1-616.52(f) provides that an employee shall be deemed to have exercised their option pursuant to subsection (e) to raise a matter either under the applicable statutory procedures or under the negotiated grievance procedure, whichever event occurs first. Thus, it posited that since Employee's WTU grievance was filed before the OEA appeal was filed, the resolution from the grievance would take precedence. Additionally, Agency noted that Employee's attempt to remove herself from the grievance matter was in 2018, eight years after the initial filing of the grievance in 2010. While Agency noted that Employee's assertion was that she was not made aware of the WTU grievance filed on her behalf, it argued that the grievance process was a legal proceeding in which the resolution should



be acknowledged and upheld. Thus, it opined that Employee should be barred from seeking additional redress before OEA.

In her brief, Employee asserted that she did not consent to joining the WTU's grievance process. Consequently, she argued that she is not bound by the terms of the WTU settlement agreement. Moreover, Employee claimed that she did not accept a settlement, nor did she receive funds from the settlement between her union and Agency. Additionally, she contended that OEA did not lack jurisdiction to adjudicate the instant matter and that pursuant to D.C. Code § 1-612.52(e)(f), she was not prohibited from filing an appeal before OEA.

Agency filed a sur-reply to Employee's Post-Status Conference brief. It made many of the same assertions in its previous brief and maintained that since Employee was a member of the union, she gave tacit consent for WTU to act on her behalf in litigious matters. Agency contended that after the grievance was filed, Employee's appeal was impermissible because her union filed a grievance on her behalf first.

On May 9, 2024, the AJ issued an Initial Decision on Remand. He held that OEA lacked jurisdiction and thus, did not have authority to address the merits of Agency's removal action. The AJ explained that D.C. Code § 1-616.52 (f) provides that whichever avenue of redress is first chosen, is the sole venue through which an employee may pursue redress. He determined that Employee's decision, through her union, to first grieve this cause of action through the CBA prevented her from filing with OEA. Additionally, he noted that Employee's grievance withdrawal came seven years after it was first filed. The AJ opined that Employee could not have a second attempt to appeal. Consequently, he ordered that the matter be dismissed for lack of jurisdiction.

Employee disagreed with the Initial Decision and filed a Petition for Review with the OEA Board on June 7, 2024. She reiterates several arguments made throughout the appeal. Employee asserts that OEA has jurisdiction and provides that her only course of action is the appeal before OEA. She emphasizes that she did not consent to join the WTU's grievance and has not accepted any settlement or received funds from Agency related to any settlement. Therefore, she requests that the Initial Decision on Remand be vacated and that the matter be remanded to the AJ for further consideration.

- 3. Employee v. D.C. Fire & Emergency Medical Services Department, OEA Matter No. 1601-0050-23** – Employee worked as a Firefighter/Emergency Medical Technician ("FF/EMT") with the Department of Fire and Emergency Medical Services ("Agency"). On December 30, 2020, Employee was arrested by the Prince George's County Police Department for possession of a stolen handgun, possession of a loaded handgun on his person, and possession of a loaded handgun in a vehicle, hereinafter ("Case No. U-21-087"). On March 14, 2021, Employee was arrested again in Prince George's county for second degree assault, acting in a disorderly manner, resisting arrest, and obstructing and hindering a police officer, hereinafter ("Case No. U-21-154"). As a result of Case No. U-21-087, Agency charged Employee with any on-duty or employment-related act or omission that the employee knew or should reasonably have known is a violation of the law; any act which constitutes a criminal offense whether or not the act results in a conviction; and any on-duty or employment-related act or omission that interferes with the efficiency or integrity of government operations to include: neglect of duty."

As a result of Case No. U-21-154, Employee was similarly charged with any on-duty or employment-related act or omission that the employee knew or should reasonably have known is a violation of the law; any act which constitutes a criminal offense whether or

not the act results in a conviction; and any on-duty or employment-related act or omission that interferes with the efficiency or integrity of government operations to include: neglect of duty.” On December 1, 2022, Agency held a Trial Board hearing wherein Employee pleaded not guilty to the charges for both Case Nos. U-21-087 and U-21-154. The Trial Board determined that Employee was guilty in each matter and recommended termination. The Fire Chief subsequently adopted the Trial Board’s recommendation, and Employee’s termination became effective on June 24, 2023.

The AJ issued an Initial Decision on March 15, 2024. First, the AJ concluded that the Trial Board established cause to discipline Employee in Case No. U-21-087 because Employee pleaded guilty to the charge of “loaded handgun on person.” She also held that cause existed to discipline Employee in Case No. U-21-154 because Agency proved that Employee: assaulted a police officer; disrupted the peace, government, and dignity of the state; willfully acted in a disorderly manner; intentionally resisted arrest; and intentionally annoyed, obstructed, and hindered a police officer in the performance of their lawful duties.

In examining harmful procedural error, the AJ ruled that Agency utilized the incorrect version of the DPM in its charging documents. She explained that under both Case Nos. U-21-087, Charge No. 1, Specification No. 1, and Case No. U-21-154, Charge No. 1, Specification No. 1, Employee was charged with: (1) any on-duty or employment-related act or omission that the employee knew or should reasonably have known is a violation of the law; (2) any act which constitutes a criminal offense whether or not the act results in a conviction; and (3) neglect of duty, pursuant to Agency’s Order Book and the 2012 DPM. However, she assessed that the applicable regulations at the time of Employee’s termination were found in the 2019 DPM based on her reading of the language contained in Article 31, Section A of the Collective Bargaining Agreement (“CBA”) between Employee’s union and Agency, as well as Article VII of Agency’s Order Book. The AJ went on to discuss how all three charges imposed against Employee did not exist in the 2019 iteration of the regulations; thus, she was unable to ascertain which charges should have been levied against Employee had Agency utilized the correct DPM. She, therefore, reasoned that Agency’s failure to provide Employee with the specific charges underlying the proposed termination deprived him of a fair opportunity to defend against his removal. As such, she held that Agency’s failure to follow the appropriate laws, rules, and regulations amounted to a harmful procedural error.

Next, while there was substantial evidence in the record to support the Trial Board’s finding that Employee committed the misconduct as alleged, the AJ opined that his actions on March 14, 2021, and December 30, 2021, were not related to his employment with Agency as a Firefighter/EMT and did not occur while Employee was on duty. Therefore, she held that Agency could not charge Employee with any on-duty or employment-related act or omission that the employee knew or should reasonably have known is a violation of the law. Based on the same rationale, the AJ found that Agency was precluded from charging Employee with neglect of duty since DPM §§ 1605.4(e)(2019) defined this cause of action as “[c]areless or negligent work, general negligence, loafing, sleeping or dozing on-duty, wasting time, and conducting personal business while *on duty*.”(emphasis added).

With respect to the charge of any act which constitutes a criminal offense, whether or not the act results in a conviction, the AJ provided that because this cause of action did not exist in the 2019 regulations, she was unable to adjudicate this issue. Additionally, the AJ could identify no basis for deciding Employee’s discrimination claims, noting that OEA lacked jurisdiction over his arguments. Based on the foregoing, she ruled that the

charges were not supported by the record. Therefore, the AJ reversed Agency's termination action and ordered that Employee be reinstated with backpay and benefits.

Agency disagreed with the Initial Decision and filed a Petition for Review with the OEA Board on April 18, 2024. It argues that the AJ erred in finding that the incorrect iteration of the DPM was used in the charging documents. First, Agency posits that by not challenging the use of the 2012 DPM before the Trial Board, Employee waived the issue before OEA. It notes that Employee was represented before the Trial Board and submits that both parties have a common understanding that relying on the Order Book and the 2012 DPM was lawful. Further, Agency contends that any reference to the 2012 DPM was the result of bargaining with Employee's union, International Fire Fighters Local 36, AFL-CIO MWC ("Local 36"). It reasons that Local 36, by agreement, established disciplinary procedures that differed significantly from the default procedures established by regulation. Agency maintains that the AJ overstepped her authority in determining that Agency erred in using the 2012 DPM because the Public Employee Relations Board ("PERB"), and not OEA, has the principal obligation to oversee labor-management relations between the District and its workforce. It, therefore, opines that OEA cannot unilaterally impose a disciplinary scheme that would conflict with PERB case law requiring management to bargain as to any changes that modify a practice or bargaining agreement.

Agency also argues that the AJ misconstrued and ignored past Superior Court decisions in finding that the use of the 2012 DPM was erroneous. It reiterates that even if its reliance on the 2012 regulations was an error, it was harmless. Agency further disagrees with the AJ's finding that Employee could not be charged with neglect of duty or any on-duty or employment-related act or omission that interferes with the efficiency or integrity of government operations because they were not related to his employment and because the conduct was committed while off duty. It asserts that the AJ's conclusions were contrary to both Article VII's definition of "employment-related," as well as OEA Board precedent. Additionally, it is Agency's position that it was in conformance with the 2019 DPM concerning the charge of any act which constitutes a criminal offense, whether or not the act results in a conviction, even if the Board finds that Agency was not permitted to rely on the 2012 DPM. Agency is firm in its position that Employee was able to adequately defend against the charges levied against him. Therefore, it requests that his termination be upheld.

4. **Employee v. D.C. Fire & Emergency Medical Services Department, OEA Matter No. 1601-0027-24** – Employee worked as a Firefighter/EMT with the D.C. Fire & Emergency Medical Services Department ("Agency"). On June 24, 2023, Agency issued a Notice of Proposed Adverse Action, charging Employee with Conduct Unbecoming an Employee (Neglect of Duty) and Insubordination. The charges stemmed from a February 15, 2023, incident wherein Employee refused to assist with cleaning trash in a parking lot/fence line after being directed to do so. Employee pleaded not guilty to each charge and an administrative hearing was held on January 3, 2024. The Trial Board ultimately sustained the charges against Employee, who then filed an appeal with the Fire Chief. On January 8, 2024, the Chief adopted the Trial Board's findings and sustained the charges levied against Employee. The effective date of his termination was January 13, 2024.

An Initial Decision was issued on July 10, 2024. First, the AJ explained that the holding in *Pinkard v. D.C. Metropolitan Police Department*, 801 A.2d 86 (D.C. 2002), limited OEA's review to determining whether the Trial Board's decision was supported by substantial evidence; whether Agency's action was taken in accordance with all

applicable laws and regulations; and whether there was harmful procedural error. Concerning the substantial evidence requirement, the AJ determined that it was undisputed that Captain Himes was Employee's superior, and Employee refused to clean up the grounds after being instructed to do so by Captain Himes. She went on to highlight Himes' testimony that his original request to the members of the Department to clean up the trash was not an order. However, Himes provided that because Employee and his coworkers did not comply with the request, he told them that they were being issued a direct order to clean up the trash. Consequently, the AJ ruled that the termination action was taken for cause because Employee neglected his duties as an FF/EMT by failing to clean the trash site as instructed.

As it related to the harmful procedural error argument, the AJ explained that the 2019 DPM, not the 2012 DPM, was the applicable iteration of the regulations that should have been utilized in Agency's charging documents. She noted that a charge of neglect of duty – and its corresponding penalty – were reflected in both the older and updated versions of the regulations, hence, any error committed by Agency was harmless. However, she went on to discuss that unlike neglect of duty, a charge of insubordination existed in the 2012 version of the DPM but not the 2019 DPM. The AJ opined that it would be improper to speculate what the appropriate penalty would have been had Agency used the appropriate version of the DPM. Because a charge of insubordination did not exist in the 2019 regulations, and there was no corresponding penalty, the AJ concluded that Agency committed a harmful procedural error. Thus, she held that Agency could only rely upon the neglect of duty charge as a basis for disciplining Employee.

Additionally, the AJ cited the holding in *Stokes v. District of Columbia*, 502 A.2d 1006 (D.C. 1985), which held that in assessing whether the imposed penalty was appropriate, OEA must determine whether the penalty was within the range allowed by law, regulation, and any applicable Table of Illustrative Actions ("TIA"); whether the penalty is based on a consideration of the relevant factors; and whether there was a clear error of judgment by Agency. She opined that termination was permissible in this case because a first offense of neglect of duty carried a penalty of counseling to removal under both the 2012 and 2019 DPM. Moreover, the AJ found that Agency weighed each relevant *Douglas* factor and did not abuse its managerial discretion in selecting the penalty.

Finally, the AJ concluded that Employee established a prima facie case of disparate treatment. She agreed that Employee and his coworkers worked in the same organizational unit -- the Logistics division; were disciplined on the same day; for the same cause of action; and by the same supervisor. However, she made the distinction that Employee received a different penalty than the other employees because of his lengthy disciplinary history, highlighting that he was charged with a total of seven disciplinary infractions during the three years preceding his proposed termination. As a result, the AJ reasoned that Agency successfully rebutted Employee's prima facie showing of disparate treatment. As such, she held that Employee's termination was proper.

Employee filed a Petition for Review with the OEA Board on August 13, 2024. He contends that the Initial Decision is not based on substantial evidence; the AJ did not address all issues of law and fact; and Agency failed to properly consider the *Douglas* factors. He also reasserts the many of the same arguments raised in his May 24, 2024, brief. Employee opines that his past disciplinary actions did not warrant termination because they were not related to insubordination or neglect of duty. He believes that Captain Himes committed perjury during the Trial Board Hearing. Employee further submits that his misconduct did not disrupt Agency's operations. Finally, he reiterates

that Agency utilized the incorrect regulations in its charging documents. Employee, therefore, renews his request to reverse the termination action.

Agency filed its answer on September 19, 2024. It contends that the Initial Decision is based on substantial evidence. Agency disagrees with Employee's assessment of Captain Himes' Trial Board testimony, remarking that the AJ correctly held that witness testimony is largely within the province of the trier of fact. It echoes its position that Employee and his coworkers refused to clean up the parking lot after being instructed to do so by a superior; Employee acknowledged that he delayed picking up the trash; and an employee's admission is sufficient to meet an agency's burden of proof. Additionally, Agency posits that its Order Book does not limit a charge of conduct unbecoming to actions that directly prevent an agency task from being accomplished. Alternatively, it suggests that even if it was required to show an interruption in operations, substantial evidence exists to prove that Agency's operations were adversely affected. Agency argues that the AJ addressed all issues of law raised on appeal and reasons that Employee's previous disciplinary history, in addition to other *Douglas* factors, weighed in favor of termination. Agency also maintains its position that no harmful procedural error was committed. Thus, it requests that the Board deny Employee's petition.

**C. Deliberations** – This portion of the meeting will be closed to the public for deliberations in accordance with D.C. Code § 2-575(b)(13).

**D. Open Portion Resumes**

**E. Final Votes on Cases**

**F. Public Comments**

**VI. Adjournment**

## **Minutes**

### **D.C. OFFICE OF EMPLOYEE APPEALS (OEA) BOARD MEETING**

Thursday, January 16, 2025

Location: Virtual Meeting Via Webex

**Persons Present:** Lasheka Brown (OEA General Counsel), Sheila Barfield (OEA Executive Director), Sommer Murphy (OEA Deputy General Counsel), Dionna Maria Leweis, (OEA Board Chair), Arrington Dixon (OEA Board Member), Jeanne Moorhead (OEA Board Member), LaShon Adams (OEA Board Member), Wynter Clarke (OEA Paralegal), Employee 3 (Member of the Public), and Monyea Briggs (Member of the Public).

**Call to Order** – Dionna Lewis called the meeting to order at 9:42 a.m.

- I. Ascertainment of Quorum** – There was a quorum of Board members present for the office to conduct business.
- II. Adoption of Agenda** – Arrington Dixon moved to adopt the agenda. The agenda was adopted by the Board.
- III. Minutes from Previous Meeting** – September 12, 2024, meeting minutes were reviewed. There were no corrections. The minutes were accepted.

#### **IV. New Business**

**A. Summary** — Dionna Lewis provided that a summary of the matters to be decided were provided in the agenda for this meeting. The summaries were posted to the OEA website, the Board of Ethics and Government Accountability's website, and printed and posted in OEA's front office. The matters to be decided are as follows:

- 1. Employee v. District of Columbia Fire and Emergency Medical Services, OEA Matter No. 1601-0082-22
- 2. Employee v. District of Columbia Public Schools, OEA Matter No. 1601-0412-10R23
- 3. Employee v. District of Columbia Fire and Emergency Medical Services, OEA Matter No. 1601-0050-23
- 4. Employee v. District of Columbia Fire and Emergency Medical Services, OEA Matter No. 1601-0027-24

**B. Public Comments on Petitions for Review** – There were no public comments offered.

**C. Deliberations**– Jeanne Moorehead moved that the meeting be closed for deliberations in accordance with D.C. Code § 2-575(b)(13). All Board members voted in favor of closing the meeting. Dionna Lewis stated that the meeting was closed for deliberations.

#### **D. Open Portion of Meeting Resumed**

**E. Final Votes** – Dionna Lewis provided that the Board considered all of the matters. The following represents the final votes for each case:

**1. Employee v. District of Columbia Fire and Emergency Medical Services Department, OEA Matter No. 1601-0082-22**

MEMBER	GRANTED	REVERSED	DENIED	REMANDED	DISMISSED
Dionna Lewis			X		
Arrington Dixon			X		
Jeanne Moorehead			X		
LaShon Adams			X		

Four Board Members voted in favor of denying Employee's Petition for Review. Therefore, the petition was denied.

**2. Employee v. District of Columbia Public Schools, OEA Matter No. 1601-0412-10R23**

MEMBER	GRANTED	REVERSED	DENIED	REMANDED	DISMISSED
Dionna Lewis	X			X	
Arrington Dixon	X			X	
Jeanne Moorehead	X			X	
LaShon Adams	X			X	

Four Board Members voted in favor of granting Employee's Petition for Review and remanding this matter for further consideration. Therefore, the petition was granted, and the matter was remanded.

**3. Employee v. District of Columbia Fire and Emergency Medical Services Department, OEA Matter No. 1601-0050-23**

MEMBER	GRANTED	REVERSED	DENIED	REMANDED	DISMISSED
Dionna Lewis			X	X	
Arrington Dixon			X	X	
Jeanne Moorehead			X	X	
LaShon Adams			X	X	

Four Board Members voted in favor of denying Agency's petition for review and remanding the matter to the Administrative Judge for findings consistent with this ruling. Therefore, the petition was denied, and the matter was remanded.

**4. Employee v. District of Columbia Fire and Emergency Medical Services Department, OEA Matter No. 1601-0027-24**

MEMBER	GRANTED	REVERSED	DENIED	REMANDED	DISMISSED
Dionna Lewis .			X		
Arrington Dixon			X		
Jeanne Moorehead			X		
LaShon Adams			X		

Four Board Members voted in favor of denying Employee's Petition for Review. Therefore, the petition was denied.

**F. Public Comments**

1. The employee in *Employee v. District of Columbia Fire and Emergency Medical Services Department*, OEA Matter No. 1601-0050-23, thanked the Board for deliberating on his matter.

- V. Adjournment** – Arrington Dixon moved that the meeting be adjourned. All members voted affirmatively to adjourn the meeting. Dionna Lewis adjourned the meeting at 10:36 a.m.

**Respectfully Submitted,  
Wynter Clarke  
Paralegal Specialist**



# ATTACHMENT #13

**Q. 24 Employee Training**

**Office of Employee Appeals (OEA) - Staff Training (FY24 and Q1 of FY25)**

Date	Training	Trainer (Vendor)	Number of Employees
Nov 7, 2023	FELTG - Reasonable Accommodation for Pregnancy, Disability, and Religion (latest update)	Federal Employment Law Training Group, LLC (FELTG)	1
Feb 1, 2024	FELTG - Feds Gone AWOL: What To Do When Employees Don't Show Up (Webinar)	Federal Employment Law Training Group, LLC (FELTG)	10
Sept 9-Oct 25, 2024	NJC - Evidence Challenges for Administrative Law Judges (Web-based Learning)	National Judicial College (NJC)	5
Sept 16-19, 2024	NJC - Judicial Writing (Web-based Learning)	National Judicial College (NJC)	3
Sept 25-Nov 6, 2024	HBS - Leading Changes and Organizational Renewal (LCOR) - Web-based Learning	Harvard Business School (Online)	1
Dec 2-5, 2024	NJC - Artificial Intelligence for all Judges and Lawyers: A Comprehensive Course	National Judicial College in partnership with Kline Center for Judicial Education at Duquesne University in Pittsburgh, PA	3

**Report as of Jan 29, 2025**

# ATTACHMENT #14

## Q. 26 Employee Evaluation

### Office of Employee Appeals (OEA) - Employee Evaluation and Other HR Data (FY24 and Q1 of FY25)

Employee  
Rating

Name	Title	Duties/Responsibilities	Grade	Step	Salary	Hire Date	FY24
Barfield, Sheila	Executive Director	The Executive Director is the administrator of the Office and serves as its chief personnel officer.	10	0	202,971.97	10/18/1993	
Bassey, Lasheka Brown	General Counsel	The General Counsel, with the assistance of the Deputy General Counsel, provides legal advice to the Board and the Office, prepares opinions and orders as directed by the board, assists in enforcement of orders pursuant to law, and represents the Office before the Courts.	15	10	193,382.00	5/15/2005	
Murphy, Sommer Joy	Deputy General Counsel		14	9	163,143.00	6/9/2008	*
Clarke, Wynter A	Paralegal Specialist		13	4	102,018.00	5/23/2016	*
Lim, Joseph Edward	Senior Hearing Examiner	Administrative Judges, subject to the provisions of the agency rules and regulations, adjudicate and mediate appeals filed before the Office.	15	8	186,840.00	8/3/1998	*
Robinson, Eric Theodore	Senior Hearing Examiner		15	7	181,792.00	6/12/2005	*
Dohnji, Monica N	Senior Hearing Examiner		15	7	181,792.00	5/26/2011	*
Harris, Michelle R	Senior Hearing Examiner		15	5	171,697.00	7/27/2015	*
Hochhauser, Lois C	Hearing Examiner (WAE)		14	4	70,837.50	4/3/1985	N/A
Curtis, Natiya	Hearing Examiner		15	2	156,552.00	7/31/2023	*
Briggs, Monyea <sup>1</sup>	Paralegal Specialist		13	1	93,069.00	11/18/2024	N/A
Hemraj, Hemchand	Chief Operating Officer	The Operation/Administrative Team provides support services to the Office.	14	0	137,328.00	9/20/2021	*
Hill, Katrina	Receptionist		7	8	55,764.00	5/5/1997	4
James, Anthony Lester	Administrative Assistant		7	8	55,764.00	7/25/2005	4
Vacant <sup>2</sup>	Senior Administrative Assistant		9	3	57,647.00		N/A

<sup>1</sup> Employee hire 11/18/2024

<sup>2</sup> Employee resigned 4/21/2023

\* Performance evaluations for these employees will be reviewed and finalized by the Executive Director during Q2 of FY25.

# ATTACHMENT #15

# Office of Employee Appeals

[www.oea.dc.gov](http://www.oea.dc.gov)

Telephone: 202-727-0004

**Table CH0-1**

Description	FY 2022	FY 2023	FY 2024	FY 2025	% Change
	Actual	Actual	Approved	Approved	from FY 2024
OPERATING BUDGET	\$2,380,858	\$2,128,359	\$2,530,892	\$2,540,221	0.4
FTEs	14.3	13.9	14.5	14.5	0.0
CAPITAL BUDGET	\$0	\$0	\$0	\$0	N/A
FTEs	0.0	0.0	0.0	0.0	N/A

The mission of the Office of Employee Appeals (OEA) is to render impartial, legally sufficient, and timely decisions on appeals filed by District of Columbia government employees. OEA has jurisdiction over appeals in which an employee has been removed as a result of an adverse action for cause, placed on enforced leave for 10 days or more, suspended for 10 days or more, reduced in grade, subjected to a reduction in force, or appeals affecting a designation of the employee's position as safety-sensitive.

## Summary of Services

OEA offers District government agencies and employees the following three-part appeal process: mediation, adjudication, and petitions for review. The mediation process allows the employee and the agency an opportunity to resolve their disputes without going through the lengthy and costly adjudication process. The adjudication process results in disputes being resolved by an administrative judge who issues an initial decision and finds in favor of either the agency or employee. The petition for review process provides an impartial review of initial decisions by OEA's Board.

## FY 2025 Approved Operating Budget and FTEs, by Division/Program and Activity

Table CH0-4 contains the approved FY 2025 budget by division/program and activity compared to the FY 2024 approved budget. It also provides FY 2022 and FY 2023 actual data. For a more comprehensive explanation of divisions/programs and activities, please see the Division/Program Description section, which follows the table.

**Table CH0-4**

(dollars in thousands)

Division/Program and Activity	Dollars in Thousands					Full-Time Equivalents				
	Actual FY 2022	Actual FY 2023	Approved FY 2024	Approved FY 2025	Change from FY 2024	Actual FY 2022	Actual FY 2023	Approved FY 2024	Approved FY 2025	Change from FY 2024
<b>(AMP000) AGENCY MANAGEMENT PROGRAM</b>										
(AMP005) Contracting and Procurement	71	116	117	115	-1	0.0	0.0	0.0	0.0	0.0
(AMP006) Customer Service	73	73	64	67	3	1.0	0.9	1.0	1.0	0.0
(AMP012) Information Technology Services	85	43	74	69	-5	1.0	0.9	1.0	1.0	0.0
(AMP016) Performance and Strategic Management	344	365	442	402	-40	2.0	1.9	2.0	2.0	0.0
(AMP030) Executive Administration	682	624	759	771	12	5.0	4.6	5.0	5.0	0.0
<b>SUBTOTAL (AMP000) AGENCY MANAGEMENT PROGRAM</b>	<b>1,256</b>	<b>1,220</b>	<b>1,456</b>	<b>1,425</b>	<b>-31</b>	<b>8.9</b>	<b>8.4</b>	<b>9.0</b>	<b>9.0</b>	<b>0.0</b>
<b>(GO0054) ADJUDICATION</b>										
(O05401) Adjudication Process	1,021	888	971	1,116	144	5.2	5.1	5.0	5.5	0.5
(O05402) Appeals	27	1	11	0	-11	0.0	0.0	0.0	0.0	0.0
(O05403) Mediation	77	19	93	0	-93	0.2	0.5	0.5	0.0	-0.5
<b>SUBTOTAL (GO0054) ADJUDICATION</b>	<b>1,125</b>	<b>908</b>	<b>1,075</b>	<b>1,116</b>	<b>40</b>	<b>5.4</b>	<b>5.6</b>	<b>5.5</b>	<b>5.5</b>	<b>0.0</b>
<b>TOTAL APPROVED OPERATING BUDGET</b>	<b>2,381</b>	<b>2,128</b>	<b>2,531</b>	<b>2,540</b>	<b>9</b>	<b>14.3</b>	<b>13.9</b>	<b>14.5</b>	<b>14.5</b>	<b>0.0</b>

(Change is calculated by whole numbers and numbers may not add up due to rounding)

**Note:** For more detailed information regarding the approved funding for the activities within this agency's programs, please see **Schedule 30-PBB Program Summary by Activity**. For detailed information on this agency's Cost Center structure as reflected in the District's Chart of Accounts, please see **Schedule 30-CC FY 2025 Approved Operating Budget and FTEs, by Division/Office**. The schedules can be found in the **FY 2025 Operating Appendices** located on the Office of the Chief Financial Officer's website. Additional information on this agency's interagency agreements can be found in **Appendix H** in the **Executive Summary, Volume 1**.

## Program Description

The Office of Employee Appeals operates through the following 2 programs:

**Adjudication** – provides mediation sessions, impartial hearings, and adjudication appeals for District government employees who challenge an agency’s final decision on personnel matters.

This program contains the following activity:

- **Adjudication Process**– provides impartial, fair decisions to employees for timely resolution of their appeal.

**Agency Management** – provides for administrative support and the required tools to achieve operational and programmatic results. This program is standard for all agencies using performance-based budgeting.

## Program Structure Changes

The Office of Employee Appeals has no program structure changes in the FY 2025 approved budget.

---

## FY 2024 Approved Budget to FY 2025 Approved Budget, by Revenue Type

Table CH0-5 itemizes the changes by revenue type between the FY 2024 approved budget and the FY 2025 approved budget. For a more comprehensive explanation of changes, please see the FY 2025 Approved Budget Changes section, which follows the table.

---

**Table CH0-5**

(dollars in thousands)

DESCRIPTION	DIVISION/PROGRAM	BUDGET	FTE
<b>LOCAL FUNDS: FY 2024 Approved Budget and FTE</b>		<b>2,531</b>	<b>14.5</b>
Removal of One-Time Funding	Multiple Programs	-40	0.0
<b>LOCAL FUNDS: FY 2025 Recurring Budget</b>		<b>2,491</b>	<b>14.5</b>
Increase: To align personnel services and Fringe Benefits with projected costs	Multiple Programs	35	0.0
Decrease: To realize programmatic cost savings in nonpersonnel services	Multiple Programs	-11	0.0
<b>LOCAL FUNDS: FY 2025 Mayor’s Proposed Budget</b>		<b>2,515</b>	<b>14.5</b>
Enhance: To support the MOU with DCHR (one-time)	Agency Management Program	25	0.0
<b>LOCAL FUNDS: FY 2025 District’s Approved Budget</b>		<b>2,540</b>	<b>14.5</b>
<b>GROSS FOR CH0 - OFFICE OF EMPLOYEE APPEALS</b>		<b>2,540</b>	<b>14.5</b>

(Change is calculated by whole numbers and numbers may not add up due to rounding)

**Note:** For more detailed information regarding the approved funding for interagency projects funded within this agency, please see **Appendix H, FY 2025 Interagency Budgets, of the Executive Summary, Volume 1** located on the OCFO’s website.





# ATTACHMENT #16

**Q.29 OEA Program Priorities**

**Office of Employee Appeals (OEA) - Agency FY2024 and FY2025 Program Priorities**

**AGENCY PROGRAM PRIORITIES FY2024**

<b>N#</b>	<b>List of Priorities</b>	<b>Staffing Numbers</b>	<b>Expenditure</b>	<b>Community Outreach</b>	<b>Measurable Outcomes/Metrics</b>
1	Email Receipt of Petitions for Appeal; Petitions for Review; Agency Answers	3	N/A	N/A	Met (OEA Inbox)
2	Email Distribution of Initial Decisions and Opinions and Orders	3	N/A	N/A	Met (OEA Inbox)
3	Fill Vacant Position - Paralegal Specialist	1	\$93,069 (salary for new hire)	N/A	Met ( <a href="#">Staff hired 11/18/24</a> )
4	Legal Education (OEA Staff Training Opportunities)	10	\$11,800	N/A	Met
5	Link Court Rulings to OEA's website	1	N/A	N/A	Unmet

**AGENCY PROGRAM PRIORITIES FY2025**

<b>N#</b>	<b>List of Priorities</b>	<b>Staffing Numbers</b>	<b>Expenditure</b>	<b>Community Outreach</b>	<b>Measurable Outcomes/Metrics</b>
1	Fill Vacant Position - Senior Administrative Assistant	1	N/A	N/A	N/A
2	OEA Database Upgrade - Collaborating with OCTO to develop an e-filing system to support OEA Case Management System <sup>1</sup>	Undetermined	\$253,000	N/A	N/A
3	Upgrading of Agency IT Equipment (Desktop and Laptop computer) - Procurement	4	\$10,000	N/A	N/A
4	Legal Education (OEA Staff Training Opportunities)	10	\$15,000	N/A	N/A
5	Provide more transparency of agency operations through publishing of Quarterly Bulletin (agency performance) via OEA Website	3	N/A	N/A	N/A

**Notes:**

<sup>1</sup> Funding for this new initiative/project was requested in the FY2026 Budget Submission (one-time enhancement request)

# ATTACHMENT #17



# **OFFICE OF EMPLOYEE APPEALS**

## **FY 2024 PERFORMANCE ACCOUNTABILITY REPORT**

**JANUARY 15, 2025**

# CONTENTS

---

<b>Contents</b>	<b>2</b>
<b>1 Office of Employee Appeals</b>	<b>3</b>
<b>2 2024 Accomplishments</b>	<b>4</b>
<b>3 2024 Objectives</b>	<b>5</b>
<b>4 2024 Operations</b>	<b>6</b>
<b>5 2024 Key Performance Indicators and Workload Measures</b>	<b>7</b>

# 1 OFFICE OF EMPLOYEE APPEALS

---

*Mission:* The Office of Employee Appeals (OEA) is an independent agency with a mission is to adjudicate employee appeals and rendering impartial decisions with sound legal reasoning in a timely manner.

*Services:* In accordance with DC Official Code Section 1-606.03, the Office of Employee Appeals adjudicates the several types of personnel actions. (a) An employee may appeal a final agency decision affecting a performance rating which results in removal of the employee (pursuant to subchapter XIII-A of this chapter), an adverse action for cause that results in removal, reduction in force (pursuant to subchapter XXIV of this chapter), reduction in grade, placement on enforced leave, or suspension for 10 days or more (pursuant to subchapter XVI-A of this chapter) to the Office upon the record and pursuant to other rules and regulations which the Office may issue. In accordance with DC Official Code Section 1-606.03, the Office of Employee Appeals adjudicates the several types of personnel actions. (a) An employee may appeal a final agency decision affecting a performance rating which results in removal of the employee (pursuant to subchapter XIII-A of this chapter), an adverse action for cause that results in removal, reduction in force (pursuant to subchapter XXIV of this chapter), reduction in grade, placement on enforced leave, or suspension for 10 days or more (pursuant to subchapter XVI-A of this chapter) to the Office upon the record and pursuant to other rules and regulations which the Office may issue.

## 2 2024 ACCOMPLISHMENTS

---

Accomplishment	Impact on Agency	Impact on Residents
The Office began the recruitment process for hiring a Paralegal Specialist. The hiring process was completed in November 2024. The positively impacted the agency by being able to provide more support to the Administrative Judge's unit.	NA	NA
The Office exceeded its goal to issue 80 Initial Decisions and 15 Opinions and Orders. In FY 2024, the Office issued 89 Initial Decisions and 16 Opinions and Orders.	This positively impacted the agency by preventing a backlog of cases from developing.	NA
The Office introduced the email filing option for certain documents. This positively impacted the agency by improving the efficiency with which it handles employee filings and agency responses.	NA	NA

### 3 2024 OBJECTIVES

---

---

#### Strategic Objective

---

Render impartial, legally sound decisions in a timely manner.

Streamline the adjudication process.

Maintain a system to allow the public to have access to all decisions rendered by the OEA.

---



## 4 2024 OPERATIONS

---

Operation Title	Operation Description
<b>Render impartial, legally sound decisions in a timely manner.</b>	
Petitions for Appeal: Daily Service	Intake Coordinator reviews Petition for Appeal, determines the type of appeal and assigns to Administrative Judge.
Petitions for Review: Daily Service	Office of the General Counsel reviews Petitions for Review, drafts the Opinion and Order and meets with the Board to present the appeal and issue the decision.
Initial Decisions: Daily Service	Administrative Judges process Petitions for Appeal which culminate in the issuance of an Initial Decision.
Appeals and Adjudication: Daily Service	Operations that occur within the appeals and adjudication process
<b>Streamline the adjudication process.</b>	
Mediation and Settlement: Key Project	The goal of the mediation program is to help the parties, through the negotiation process, reach a settlement that is agreeable to both of them.
<b>Maintain a system to allow the public to have access to all decisions rendered by the OEA.</b>	
Website: Daily Service	Decisions are uploaded to the agency's website so that the public is able to view the decisions and research the decisions.

## 5 2024 KEY PERFORMANCE INDICATORS AND WORKLOAD MEASURES

### Key Performance Indicators

Measure	Directionality	FY 2022	FY 2023	FY 2024 Q1	FY 2024 Q2	FY 2024 Q3	FY 2024 Q4	FY 2024	FY 2024 Target	Was 2024 KPI Met?	Explanation of Unmet KPI
<b>Render impartial, legally sound decisions in a timely manner.</b>											
Number of Opinions and Orders Issued	Up is Better	13	17	3	4	5	4	16	15	Met	
Percent of OEA decisions upheld by D.C. Superior Court and the D.C. Court of Appeals	Up is Better	100%	88.9%	Annual Measure	Annual Measure	Annual Measure	Annual Measure	80%	100%	Unmet	The agency issues legally sound decisions. Occasionally the court may disagree with a decision and find otherwise.
Number of Initial Decisions Issued	Up is Better	90	100	19	22	18	30	89	80	Met	
Percent of cases reversing agency decisions	Neutral	12.6%	14.5%	Annual Measure	Annual Measure	Annual Measure	Annual Measure	10.6%	-	Neutral Measure	
Percent of agency answers timely filed	Up is Better	New in 2022	New in 2022	100%	100%	82.7%	93.2%	94%	100%	Nearly Met	Agencies periodically request additional time to file its answers. Those requests are granted thereby extending the time within which the agency can file its answer.
Percent of decisions published within the D.C. Register	Up is Better	New in 2022	New in 2022	100%	100%	100%	100%	100%	100%	Met	
Time Required to Complete Adjudications	Down is Better	New in 2022	New in 2022	Annual Measure	Annual Measure	Annual Measure	Annual Measure	198	120	Unmet	The agency was unable to meet this goal primarily due to requests for extensions of time filed by the parties.
Time Required to Resolve Petitions for Review	Down is Better	New in 2023	New in 2023	Annual Measure	Annual Measure	Annual Measure	Annual Measure	91	120	Met	
<b>Streamline the adjudication process.</b>											
Percent of appeals involved in mediation process	Neutral	71.4%	5.9%	No applicable incidents	No applicable incidents	No applicable incidents	No applicable incidents	No applicable incidents	18%	Neutral Measure	

Key Performance Indicators (continued)

Measure	Directionality	FY 2022	FY 2023	FY 2024 Q1	FY 2024 Q2	FY 2024 Q3	FY 2024 Q4	FY 2024	FY 2024 Target	Was 2024 KPI Met?	Explanation of Unmet KPI
Percent of appeals resolved through mediation	Neutral	14.3%	0%	No applicable incidents	No applicable incidents	No applicable incidents	No applicable incidents	No applicable incidents	9%	Neutral Measure	
Maintain a system to allow the public to have access to all decisions rendered by the OEA.											
Percent of Initial Decisions uploaded to website	Neutral	100%	100%	100%	100%	100%	100%	100%	100%	Neutral Measure	
Percent of Opinions and Orders uploaded to website	Neutral	100%	100%	100%	100%	100%	100%	100%	100%	Neutral Measure	

Workload Measures

Measure	FY 2022	FY 2023	FY 2024 Q1	FY 2024 Q2	FY 2024 Q3	FY 2024 Q4	FY 2024
<b>Appeals and Adjudication</b>							
Number of safety-sensitive designation appeals filed	New in 2022	New in 2022	0	0	0	0	0
Number of Board meetings conducted	4	7	1	2	1	2	6
Number of evidentiary hearings conducted	12	19	8	4	4	3	19
<b>Mediation and Settlement</b>							
Number of attorney fee appeals mediated	4	7	0	1	0	0	1
Number of mediations declined by the agency	8	1	0	0	0	0	0
Number of mediations declined by the employee	0	0	0	0	0	0	0

# ATTACHMENT #18

**Q.31 Agency Roles and Job Description**

**AGENCY (CH) ORGANIZATION AND PERSONNEL (Roles and Position Description)**

<b>Agency Personnel (Roles)</b>	<b>Division</b>	<b>Employee's Name</b>	<b>Position Description (Overview)</b>
Executive Director	<b>Executive Office</b>	Barfield,Sheila	The Executive Director is the administrator of the Office and serves as its chief personnel officer
General Counsel	<b>General Counsel Office</b>	Bassey,Lasheka Brown	The General Counsel, with the assistance of the Deputy General Counsel and Paralegal Specialist, provides legal advice to the Board and the Office, prepares opinions and orders as directed by the board, assists in the enforcement of orders pursuant to law, and represents the Office before the Courts
Deputy General Counsel		Murphy,Sommer Joy	
Paralegal Specialist		Clarke,Wynter A	
Senior Hearing Examiner	<b>Administrative Judge's Unit</b>	Lim,Joseph Edward	The Agency Administrative Judges, with the assistance of the Paralegal Specialist, subject to the provisions of the agency rules and regulations, adjudicate and mediate appeals filed before the Office.
Senior Hearing Examiner		Robinson,Eric Theodore	
Senior Hearing Examiner		Dohnji,Monica N	
Senior Hearing Examiner		Harris,Michelle R	
Hearing Examiner		Curtis,Natiya	
Hearing Examiner (WAE)		Hochhauser,Lois C	
Paralegal Specialist		Briggs,Monyea	
Chief Operating Officer	<b>Operation/Admin Unit</b>	Hemraj,Hemchand	The Chief Operating Officer, with the assistance of the Admin/Operation staff (Receptionist, Senior Administrative and Administrative Assistant), provides support services to the Office Program and Legal Staffing
Receptionist		Hill,Katrina	
Administrative Assistant		James,Anthony Lester	
Senior Administrative Assistant		<i>Vacant Position</i>	

# ATTACHMENT #19

## Question 35

FY2024

Agency	Case Number	Date Filed	Case Type	Status	Days Open	Disposition
<b>D.C. Department of Behavioral Health (1)</b>						
D.C. Department of Behavioral Health	J-0077-24	8/12/2024	Jurisdiction	Closed	71	Dismissed
<b>D.C. Fire and Emergency Medical Services (15)</b>						
D.C. Fire and Emergency Medical Services	1601-0001-24	10/2/2023	Removal	Closed	182	Upheld
D.C. Fire and Emergency Medical Services	J-0003-24	10/10/2023	Jurisdiction	Closed	137	Dismissed
D.C. Fire and Emergency Medical Services	1601-0011-24	11/21/2023	Removal	Closed	62	Dismissed
D.C. Fire and Emergency Medical Services	1601-0027-24	2/9/2024	Removal	Closed	103	Upheld
D.C. Fire and Emergency Medical Services	1601-0032-24	2/22/2024	Removal	Closed	97	Dismissed
D.C. Fire and Emergency Medical Services	1601-0006-24	10/27/2023	Removal	Open	302	Pending Before AJ
D.C. Fire and Emergency Medical Services	1601-0010-24	11/21/2023	Removal	Open	286	Pending Before AJ
D.C. Fire and Emergency Medical Services	1601-0012-24	11/27/2023	Removal	Open	284	Pending Before AJ
D.C. Fire and Emergency Medical Services	1601-0026-24	2/7/2024	Removal	Open	235	Pending Before AJ
D.C. Fire and Emergency Medical Services	1601-0030-24	2/16/2024	Removal	Open	228	Pending Before AJ
D.C. Fire and Emergency Medical Services	1601-0031-24	2/20/2024	Removal	Open	227	Pending Before AJ
D.C. Fire and Emergency Medical Services	1601-0034-24	2/27/2024	Demotion	Open	222	Pending Before AJ
D.C. Fire and Emergency Medical Services	1601-0041-24	4/8/2024	Removal	Open	193	Pending Before AJ
D.C. Fire and Emergency Medical Services	1601-0080-24	8/14/2024	Suspension	Closed	28	Pending Before AJ
D.C. Fire and Emergency Medical Services	1601-0083-24	8/29/2024	Suspension	Open	93	Pending Before AJ
<b>D.C. Public Schools (22)</b>						
D.C. Public Schools	1601-0002-24	10/5/2023	Removal	Open	17	Pending Before Board
D.C. Public Schools	1601-0009-24	11/20/2023	Removal	Open	287	Pending Before AJ
D.C. Public Schools	1601-0040-24	4/5/2024	Removal	Open	194	Pending Before AJ
D.C. Public Schools	J-0050-24	5/13/2024	Jurisdiction	Closed	42	Dismissed
D.C. Public Schools	1601-0052-24	5/14/2024	Removal	Closed	62	Dismissed
D.C. Public Schools	1601-0056-24	6/11/2024	Removal	Closed	114	Dismissed
D.C. Public Schools	1601-0057-24	6/20/2024	Removal	Open	142	Pending Before AJ
D.C. Public Schools	2401-0061-24	6/28/2024	Jurisdiction	Closed	138	Dismissed
D.C. Public Schools	2401-0062-24	6/28/2024	Jurisdiction	Open	136	Pending Before AJ
D.C. Public Schools	J-0063-24	7/1/2024	Jurisdiction	Open	135	Pending Before AJ
D.C. Public Schools	1601-0066-24	7/11/2024	Removal	Open	128	Pending Before AJ



## Question 35

FY2024

Agency	Case Number	Date Filed	Case Type	Status	Days Open	Disposition
D.C. Public Schools	1601-0068-24	7/22/2024	Removal	Closed	54	Dismissed
D.C. Public Schools	1601-0071-24	8/2/2024	Removal	Closed	62	Dismissed
D.C. Public Schools	1601-0072-24	8/5/2024	Removal	Open	111	Pending Before AJ
D.C. Public Schools	1601-0073-24	8/5/2024	Removal	Open	111	Pending Before AJ
D.C. Public Schools	1601-0074-24	8/5/2024	Removal	Closed	42	Dismissed
D.C. Public Schools	1601-0075-24	8/6/2024	Removal	Closed	61	Dismissed
D.C. Public Schools	1601-0078-24	8/12/2024	Removal	Open	106	Pending Before AJ
D.C. Public Schools	2401-0081-24	8/19/2024	Reduction-in-Force	Closed	49	Dismissed
D.C. Public Schools	1601-0082-24	8/27/2024	Removal	Open	95	Pending Before AJ
D.C. Public Schools	1601-0085-24	9/3/2024	Removal	Closed	64	Dismissed
D.C. Public Schools	1601-0087-24	9/4/2024	Removal	Closed	50	Dismissed
<b>Department of Banking and Financial Institutions (1)</b>						
Department of Banking and Financial Institutions	1601-0043-24	4/22/2024	Removal	Open	183	Pending Before AJ
<b>Department of Buildings (1)</b>						
Department of Buildings	J-0004-24	10/23/2023	Jurisdiction	Closed	51	Dismissed
<b>Department of Corrections (7)</b>						
Department of Corrections	1601-0020-24	1/8/2024	Removal	Closed	130	Dismissed
Department of Corrections	1601-0044-24	4/22/2024	Removal	Open	183	Pending Before AJ
Department of Corrections	1601-0058-24	6/20/2024	Removal	Open	142	Pending Before AJ
Department of Corrections	1601-0064-24	7/3/2024	Removal	Closed	45	Settled
Department of Corrections	1601-0069-24	7/24/2024	Removal	Open	119	Pending Before AJ
Department of Corrections	1601-0070-24	8/1/2024	Removal	Closed	80	Dismissed
Department of Corrections	1601-0089-24	9/9/2024	Removal	Open	87	Pending Before AJ
<b>Department of Employment Services (2)</b>						
Department of Employment Services	J-0019-24	1/5/2024	Jurisdiction	Closed	76	Dismissed
Department of Employment Services	J-0045-24	4/26/2024	Jurisdiction	Closed	75	Dismissed
<b>Department of For-Hire Vehicles (2)</b>						

## Question 35

FY2024

Agency	Case Number	Date Filed	Case Type	Status	Days Open	Disposition
Department of For-Hire Vehicles	J-0013-24	12/4/2023	Jurisdiction	Open	279	Pending Before AJ
Department of For-Hire Vehicles	1601-0025-24	2/6/2024	Removal	Closed	52	Settled
<b>Department of General Services (1)</b>						
Department of General Services	1601-0047-24	5/7/2024	Removal	Closed	56	Dismissed
<b>Department of Health (1)</b>						
Department of Health	1601-0014-24	12/4/2023	Removal	Closed	218	Dismissed
<b>Department of Motor Vehicles (2)</b>						
Department of Motor Vehicles	1601-0046-24	5/6/2024	Removal	Open	173	Pending Before AJ
Department of Motor Vehicles	J-0084-24	8/30/2024	Jurisdiction	Open	92	Pending Before AJ
<b>Department of Public Works (2)</b>						
Department of Public Works	1601-0065-24	7/11/2024	Removal	Open	128	Pending Before AJ
Department of Public Works	1601-0079-24	8/14/2024	Removal	Closed	66	Upheld
<b>Department of Transportation (7)</b>						
Department of Transportation	1601-0023-24	1/22/2024	Removal	Closed	203	Dismissed
Department of Transportation	1601-0048-24	5/7/2024	Removal	Open	172	Pending Before AJ
Department of Transportation	1601-0049-24	5/8/2024	Removal	Open	171	Pending Before AJ
Department of Transportation	1601-0060-24	6/28/2024	Jurisdiction	Open	136	Pending Before AJ
Department of Transportation	1601-0067-24	7/15/2024	Suspension	Open	125	Pending Before AJ
Department of Transportation	1601-0076-24	8/9/2024	Removal	Open	107	Pending Before AJ
Department of Transportation	1601-0091-24	9/26/2024	Removal	Open	74	Pending Before AJ
<b>Department of Youth Rehabilitation Services (5)</b>						
Department of Youth Rehabilitation Services	J-0017-24	12/28/2023	Jurisdiction	Closed	62	Dismissed
Department of Youth Rehabilitation Services	1601-0028-24	2/9/2024	Removal	Closed	82	Dismissed
Department of Youth Rehabilitation Services	1601-0038-24	3/21/2024	Removal	Open	205	Pending Before AJ
Department of Youth Rehabilitation Services	1601-0051-24	5/13/2024	Removal	Closed	45	Dismissed
Department of Youth Rehabilitation Services	1601-0090-24	9/9/2024	Suspension	Open	82	Pending Before AJ

## Question 35

FY2024

Agency	Case Number	Date Filed	Case Type	Status	Days Open	Disposition
<b>Metropolitan Police Department (13)</b>						
Metropolitan Police Department	1601-0005-24	10/23/2023	Removal	Closed	40	Dismissed
Metropolitan Police Department	1601-0018-24	1/4/2024	Removal	Closed	196	Settled
Metropolitan Police Department	1601-0021-24	1/8/2024	Suspension	Open	256	Pending Before AJ
Metropolitan Police Department	1601-0035-24	3/5/2024	Suspension	Open	217	Pending Before AJ
Metropolitan Police Department	1601-0036-24	3/5/2024	Suspension	Open	217	Pending Before AJ
Metropolitan Police Department	1601-0037-24	3/11/2024	Suspension	Open	213	Pending Before AJ
Metropolitan Police Department	J-0039-24	3/25/2024	Jurisdiction	Closed	82	Dismissed
Metropolitan Police Department	1601-0042-24	4/17/2024	Suspension	Open	186	Pending Before AJ
Metropolitan Police Department	J-0053-24	5/17/2024	Jurisdiction	Closed	59	Dismissed
Metropolitan Police Department	1601-0054-24	5/23/2024	Removal	Open	160	Pending Before AJ
Metropolitan Police Department	1601-0055-24	5/30/2024	Suspension	Open	156	Pending Before AJ
Metropolitan Police Department	1601-0059-24	6/21/2024	Removal	Closed	37	Dismissed
Metropolitan Police Department	1601-0086-24	9/4/2024	Demotion	Open	90	Pending Before AJ
<b>Office of Contracting and Procurement (1)</b>						
Office of Contracting and Procurement	1601-0008-24	11/9/2023	Removal	Closed	213	Reversed

<b>Office of Neighborhood Safety and Engagement (1)</b>						
Office of Neighborhood Safety and Engagement	J-0016-24	12/19/2023	Jurisdiction	Closed	45	Dismissed
<b>Office of the Attorney General (1)</b>						
Office of the Attorney General	1601-0007-24	11/1/2023	Removal	Open	299	Pending Before AJ
<b>Office of the Chief Medical Examiner (1)</b>						
Office of the Chief Medical Examiner	1601-0029-24	2/13/2024	Removal	Open	231	Pending Before AJ
<b>Office of the Inspector General (1)</b>						
Office of the Inspector General	J-0088-24	9/6/2024	Jurisdiction	Open	88	Pending Before AJ
<b>Office of the State Superintendent of Education (2)</b>						

## Question 35

FY2024

Agency	Case Number	Date Filed	Case Type	Status	Days Open	Disposition
Office of the State Superintendent of Education	J-0033-24	2/23/2024	Jurisdiction	Closed	45	Dismissed
Office of the State Superintendent of Education	1601-0024-24	1/29/2024	Removal	Open	242	Pending Before AJ
<b>Office of Unified Communications (2)</b>						
Office of Unified Communications	1601-0015-24	12/4/2023	Removal	Open	279	Pending Before AJ
Office of Unified Communications	J-0022-24	1/16/2024	Jurisdiction	Closed	50	Dismissed

## Question 35

FY 2025

Agency	Case Number	Date Filed	Case Type	Status	Days Open	Disposition
<b>D.C. Child and Family Services Agency (1)</b>						
D.C. Child and Family Services Agency	1601-0007-25	10/23/2024	Removal	Open	58	Pending Before AJ
<b>D.C. Fire and Emergency Medical Services (2)</b>						
D.C. Fire and Emergency Medical Services	1601-0005-25	10/15/2024	Removal	Open	64	Pending Before AJ
D.C. Fire and Emergency Medical Services	1601-0017-25	1/10/2025	Removal	Open	7	Pending Before AJ
<b>D.C. National Guard (1)</b>						
D.C. National Guard	1601-0016-25	1/8/2025	Removal	Open	8	Pending Before AJ
<b>D.C. Public Schools (2)</b>						
D.C. Public Schools	1601-0002-25	10/3/2024	Removal	Open	71	Pending Before AJ
D.C. Public Schools	J-0003-25	10/3/2024	Jurisdiction	Open	71	Pending Before AJ
<b>Department of Buildings (1)</b>						
Department of Buildings	J-0014-25	12/3/2024	Jurisdiction	Open	31	Pending Before AJ
<b>Department of Corrections (2)</b>						
Department of Corrections	1601-0008-25	11/12/2024	Enforced Leave	Open	45	Pending Before AJ
Department of Corrections	1601-0011-25	11/25/2024	Removal	Open	36	Pending Before AJ
<b>Department of Environment (1)</b>						
Department of Environment	1601-0010-25	11/14/2024	Removal	Open	43	Pending Before AJ
<b>Department of Housing and Community Development (1)</b>						
Department of Housing and Community Development	1601-0004-25	10/4/2024	Removal	Open	70	Pending Before AJ
<b>Department of Public Works (1)</b>						
Department of Public Works	1601-0009-25	11/12/2024	Removal	Open	45	Pending Before AJ

## Question 35

FY 2025

Agency	Case Number	Date Filed	Case Type	Status	Days Open	Disposition
<b>Metropolitan Police Department (3)</b>						
Metropolitan Police Department	1601-0001-25	10/3/2024	Removal	Open	71	Pending Before AJ
Metropolitan Police Department	1601-0006-25	10/16/2024	Indefinite Suspension	Open	63	Pending Before AJ
Metropolitan Police Department	1601-0015-25	12/20/2024	Suspension	Open	18	Pending Before AJ
<b>Office of the Chief Technology Officer (3)</b>						
Office of the Chief Technology Officer	1601-0012-25	11/21/2024	Removal	Open	38	Pending Before AJ
Office of the Chief Technology Officer	1601-0013-25	11/21/2024	Removal	Open	38	Pending Before AJ
Office of the Chief Technology Officer	1601-0019-25	1/14/2025	Enforced Leave	Open	5	Pending Before AJ
<b>Rental Housing Commission (1)</b>						
Rental Housing Commission	2401-0018-25	1/13/2025	Reduction-in-Force	Open	6	Pending Before AJ

# ATTACHMENT #20

Notice: This decision may be formally revised before it is published in the District of Columbia Register and the Office of Employee Appeals' website. Parties should promptly notify the Office Manager of any formal errors so that this Office can correct them before publishing the decision. This notice is not intended to provide an opportunity for a substantive challenge to the decision.

**THE DISTRICT OF COLUMBIA**  
**BEFORE**  
**THE OFFICE OF EMPLOYEE APPEALS**

In the Matter of:	)	
	)	
EMPLOYEE <sup>1</sup> ,	)	OEA Matter No. 1601-0064-23
	)	
v.	)	Date of Issuance: February 6, 2024
	)	
D.C. PUBLIC SCHOOLS,	)	MONICA DOHNJI, Esq.
Agency	)	Senior Administrative Judge
	)	

---

Employee, *Pro Se*  
Gehrrie Bellamy, Esq., Agency Representative

**INITIAL DECISION**

**INTRODUCTION AND PROCEDURAL HISTORY**

On September 1, 2023, Employee filed a Petition for Appeal with the Office of Employee Appeals (“OEA” or “Office”) contesting the District of Columbia Public Schools’ (“Agency” or “DCPS”) decision to terminate her from her position as a Teacher, effective August 4, 2023. Employee was terminated for having an ‘Ineffective’ rating under the D.C. Public Schools’ Effective Assessment System for School-Based Personnel (“IMPACT”), during the 2022-2023 school year. OEA issued a Request for Agency Answer to Petition for Appeal on September 6, 2023. Agency submitted its Answer to Employee’s Petition for Appeal on October 4, 2023. This matter was assigned to the undersigned on October 4, 2023.

A Status/Prehearing Conference was held on November 8, 2023, with both parties present. That same day, I issued a Post Status/Prehearing Conference Order requiring the parties to address the issues raised during the November 8, 2023, Conference. Agency’s brief was due on or before November 29, 2023, while Employee’s brief was due on or before December 20, 2023. Agency had the option to submit a sur-reply by January 4, 2024. While both parties submitted their respective briefs, Agency did not file a sur-reply. Upon review of the record and considering the parties’ arguments as presented in their submissions to this Office, I have

---

<sup>1</sup> Employee’s name was removed from this decision for the purposes of publication on the Office of Employee Appeals’ website.



decided that there are no material facts in dispute, and as such, an Evidentiary Hearing is not required. The record is now closed.

### JURISDICTION

This Office has jurisdiction in this matter pursuant to D.C. Official Code §1-606.03 (2001).

### ISSUE

Whether Agency's action of separating Employee from service pursuant to an 'Ineffective' IMPACT rating during the 2022-2023 school year was done in accordance with all applicable laws, rules, or regulations.

### BURDEN OF PROOF

OEA Rule § 631.1, 6-B District of Columbia Municipal Regulations ("DCMR") Ch. 600, et seq (December 27, 2021) states:

The burden of proof for material issues of fact shall be by a preponderance of the evidence. "Preponderance of the evidence" shall mean:

the degree of relevant evidence that a reasonable person, considering the record as a whole, would accept as sufficient to find that a contested fact is more likely to be true than untrue.<sup>2</sup>

OEA Rule § 631.2 *id.* states:

For appeals filed under § 604.1, the employee shall have the burden of proof as to issues of jurisdiction, including timeliness of filing. The agency shall have the burden of proof as to all other issues.

### FINDINGS OF FACT, ANALYSIS AND CONCLUSIONS OF LAW<sup>3</sup>

The following findings of fact, analysis, and conclusions of law are based on the documentary evidence presented by the parties during the course of Employee's appeal process with OEA. D.C. Official Code § 1-606.03 (2001) gives this Office the authority to review, *inter alia*, appeals from separations pursuant to a performance rating.

Here, Employee was employed as a Teacher with Agency effective October 24, 2019. Employee was placed at the Smothers Elementary School during the 2021-2022, and 2022 -2023 school years. Her performance was assessed using the D.C. Public Schools' Effective Assessment System for School-Based Personnel ("IMPACT"). For the 2021-2022 school year,

---

<sup>2</sup> OEA Rule § 699.1.

<sup>3</sup> Although I may not discuss every aspect of the evidence in the analysis of this case, I have carefully considered the entire record. See *Antelope Coal Co./Rio Tino Energy America v. Goodin*, 743 F.3d 1331, 1350 (10th Cir. 2014) (citing *Clifton v. Chater*, 79 F.3d 1007, 1009-10 (10th Cir. 1996)) ("The record must demonstrate that the ALJ considered all of the evidence, but an ALJ is not required to discuss every piece of evidence").

Employee received an IMPACT rating of “Developing”. She subsequently received an IMPACT rating of ‘Ineffective’ for the 2022-2023 school year and was terminated by Agency for receiving an ‘Ineffective’ IMPACT rating during the 2022-2023 school year. Employee was a member of the Washington Teachers’ Union (“WTU”) when she was terminated, and the Collective Bargaining Agreement (“CBA”) between Agency and WTU applies to this matter.

### ***Employee’s Position***

Employee notes in her Petition for Appeal that because she was a novice teacher, her IMPACT rating should have been a ‘Developing or Effective.’ Employee avers that her IMPACT observations were more descriptive of her weak classroom management skills and less on her actual work she performed with the students. She stated that her principal’s final evaluation note did not reflect an ‘Ineffective’ teacher but rather a novice teacher who needed more training.<sup>4</sup>

Employee avers that she maintained a strong relationship with her students’ parents and guardians. She notes that the students’ reading level improved significantly from where they were at the beginning of the school year. She explains that the 2022-2023 school year was the first year she had a large classroom size of twenty-one (21) students, and no assistant. Employee asserts that she was able to move fifteen (15) out of the twenty-one (21) students in her classroom a color band in reading, and thirteen (13) out of twenty-one (21) a color band in math.<sup>5</sup> Employee acknowledged that DCPS conducted the required number of observations and follow-up meetings pursuant to the IMPACT process. However, she explained that much of what was cited as evidence that warranted a ‘Level 1’ score on her IMPACT rating was out of her control. Employee states that she should not have received a ‘Developing’ IMPACT rating for the 2021-2022 school year or an ‘Ineffective’ IMPACT rating for the 2022-2023 school year.<sup>6</sup>

Employee argues that three (3) of the four (4) IMPACT evaluations were misleading and not supported by her student outcomes. She explains that there should be a correlation between her observations and her student performance.<sup>7</sup> Employee avers that her first Cycle observation for the 2022-2023 school year was done on January 18, 2023, and she had just returned to school after being absent due to COVID-19. She explains that while she was out sick, her students had been out of routine for over a week and her students needed a ‘behavior reboot.’<sup>8</sup> Employee states that during the observation, Principal Williams assumed that the students were doing what they had been doing all along, without asking Employee about the students’ reading levels. She highlights that she had been focusing on the students’ reading prior to the observation. Employee asserts that she suffered from a COVID symptom of ‘brain fog’ to explain why she was looking for materials during her observation, the same week she returned to work after being sick with COVID.<sup>9</sup>

---

<sup>4</sup> Employee’s Petition for Appeal (September 1, 2023).

<sup>5</sup> This is a student assessment conducted at the beginning and at the end of the year to determine the percentage of student growth in a teacher’s classroom.

<sup>6</sup> Employee’s Brief to Agency’s Request to Uphold Decision of Removal (December 20, 2023).

<sup>7</sup> *Id.*

<sup>8</sup> *Id.*

<sup>9</sup> *Id.*

Employee avers that Principal Williams trivialized the experiences that happened in the small groups. Regarding Principal Williams' comment that Employee "listened in while students read chorally", and that the practice was "not entirely effective because the teacher was unable to support individual students with their reading", Employee states that she could not be in two (2) places at a time.<sup>10</sup> Employee explains that she was constantly helping students with logging in since her classroom had a connectivity problem.

Employee cites that during the follow-up conference for the second Cycle of the 2022-2023 school year, she and Principal Williams disagreed on her strategy and her score of '1' for Essential Practices ("EP") component five (5).<sup>11</sup> Employee further notes that the resident principal at her school made several unprofessional and inappropriate remarks to her, belittled her, which all impacted her morale. She notes that her efforts to support the school team and work with some of the toughest students in the school were devalued.<sup>12</sup> Employee avers that she did not receive any help or feedback from the resident principal or Principal Williams despite sending them emails. She states that she had to figure things out by herself.<sup>13</sup>

Employee argues that her students' Teacher-Assessed Student Achievement Data ("TAS") score does not reflect that she was 'Ineffective'. She explains that when they returned to in-person teaching for the 2021-2022 school year, the goal was to move 85% of the students at least one (1) color band. Employee cites that for the 2021-2022 school year, she moved 65% of her students in reading; and for the 2022-2023 school year, she moved 75% of her students in reading. For math, she achieved a 72%. She maintains that the students she did not move a color band moved by 100 points or more. Employee reiterates that the observation score does not match the student result and that there were also extenuating circumstances at play, to include (1) a larger class size; and (2) lack of an aide despite having an Individualized Education Program ("IEP") student in her classroom that required the support of a dedicated aide. She also cites that Principal Williams changing her scores from '1s' to '2s' shows that she had the discretion and authority to reassess Employee's practices from a different lens or change her scores, but she chose not to.<sup>14</sup>

### ***Agency's Position***

Agency asserts in its October 4, 2023, Answer that Employee was evaluated during the 2022-2023 school year and she received a final IMPACT rating of 'Ineffective' after she received an IMPACT rating of 'Developing' for the 2021-2022 school year. Therefore, she was terminated effective August 4, 2023, for having received a declining IMPACT rating for a second consecutive year.<sup>15</sup>

Agency avers that in 2005, pursuant to the DC Omnibus Authorization Act, PL 109-356 (D.C. Code §1-617.18), DCPS was granted authority to develop its own evaluation process and tool for evaluating its employees and it exercised this managerial prerogative when it created

---

<sup>10</sup> *Id.*

<sup>11</sup> *Id.*

<sup>12</sup> *Id.*

<sup>13</sup> *Id.*

<sup>14</sup> *Id.*

<sup>15</sup> Agency's Answer (October 4, 2023). *See also*. Agency's Brief to Employee's Petition for Appeal (November 29, 2023).

IMPACT. Agency argues that it followed proper D.C. statutes, regulations, and laws in conducting Employee's performance evaluation. Agency notes that, IMPACT is a performance evaluation system utilized by DCPS to evaluate school-based personnel for the 2021-2022, and 2022-2023, school years.<sup>16</sup>

Agency provides that there were twenty (20) IMPACT groupings of DCPS employees during the 2022-2023 school year. Agency explains that Employee's position was within IMPACT Group 2b. Agency notes that Group 2b employees are evaluated during Cycle 1 and Cycle 2. Employee was observed on two (2) separate occasions, and she received conferences with her evaluator after each observation. Agency avers that Employee received an 'Ineffective' IMPACT rating during the 2022-2023 school year, after having received a 'Developing' IMPACT rating for the 2021-2022 school year.<sup>17</sup>

Agency submits that it followed all the IMPACT procedures in evaluating Employee's work performance. It notes that Employee does not argue that Agency failed to follow the IMPACT timeline and procedures. Agency avers that Employee was given adequate notice of her performance deficiencies during the post-evaluation conferences. In addition, Agency avers that it had the authority to evaluate and terminate employees that do not meet the performance standards. It explains that Employee failed to meet Agency's performance standards, thus, she was terminated. Agency further notes that Employee has not provided any evidence that contradicts Agency's evaluation of her, but rather she simply disagrees with the rating she received and her termination.<sup>18</sup>

### **Governing Authority**

Agency notes that because Employee was a member of Washington Teachers' Union ("WTU") when she was terminated, the Collective Bargaining Agreement ("CBA") between Agency and WTU applies to this matter and as such, OEA has limited jurisdiction over this matter. Employee does not deny that she was a member of the WTU at the time of her termination. In *Brown v. Watts*, 933 A.2d 529 (April 15, 2010), the Court of Appeals held that OEA is not jurisdictionally barred from considering claims that a termination violated the express terms of an applicable collective bargaining agreement. The court explained that the Comprehensive Merit Personnel Act ("CMPA") gives this Office broad authority to decide and hear cases involving adverse actions that result in removal, including "matters covered under subchapter [D.C. Code §1-616] that also fall within the coverage of a negotiated grievance procedure."<sup>19</sup> In this case, Employee was a member of WTU when she was terminated and governed by Agency's CBA with WTU. Based on the holding in *Watts*, I find that this Office may interpret the relevant provisions of the CBA between WTU and DCPS, as it relates to the adverse action in question in this matter. Section 15.4 of the CBA between WTU and Agency provides in pertinent part as follows:

---

<sup>16</sup> *Id.*

<sup>17</sup> *Id.*

<sup>18</sup> Agency's Brief, *supra*.

<sup>19</sup> Pursuant to D.C. Code § 1-616.52(d), "[a]ny system of grievance resolution or review of adverse actions negotiated between the District and a labor organization *shall take precedence* over the procedures of this subchapter for employees in a bargaining unit represented by the labor organization" (emphasis added).

15.4: The standard for separation under the evaluation process shall be “just cause”, which shall be defined as *adherence to the evaluation process only*. (Emphasis added).

Accordingly, I am primarily guided by §15.4 of the CBA between WTU and DCPS in reviewing this matter, and as such, I will only address whether Agency’s termination of Employee pursuant to her performance evaluation was supported by just cause. As referenced above, ‘just cause’ is defined as adherence to the *evaluation process only* (emphasis added). Therefore, OEA’s jurisdiction over this matter is limited only to Agency’s adherence to the IMPACT process it instituted at the beginning of the school year.

### **The IMPACT Process**

IMPACT was the performance evaluation system utilized by DCPS to evaluate its employees during the 2022-2023 school year. According to the record, Agency conducts annual performance evaluation for all its employees during school year 2021-2022, and 2022-2023.<sup>20</sup>

With the IMPACT system, all staff received written feedback regarding their evaluation, as well as a post-observation conference with their evaluators. There were several different types of IMPACT grouping of school-based DCPS employees, each representing a different category of school-based personnel. Individualized groups were developed to reflect the varying responsibilities of employees. For school year 2022-2023, Employee was evaluated under IMPACT Group 2b.

The IMPACT process for Group 2b employees during school year 2022-2023 consisted of two (2) assessment cycles: the first assessment cycle (“Cycle 1”), which ended on December 15; and another assessment cycle (“Cycle 3”) which ended on June 8. The employees were observed two (2) times during the school year by their principal/supervisor. Here, Employee was observed two (2) times by Principal Williams during the 2022-2023 school year. Employee received an IMPACT rating of ‘Ineffective’ during that school year.

For the 2022-2023 school year, Group 2b employees were assessed on a total of four (4) IMPACT components, namely:

- 1) Essential Practices (“EP”) – comprised of 75% of Group 2b teacher’s IMPACT score;
- 2) Teacher-Assessed Student Achievement Data (“TAS”)– comprised of 15% of Group 2b teacher’s IMPACT score;
- 3) Commitment to the School Community (“CSC”) – 10% of Group 2b teacher’s score;
- 4) Core Professionalism (“CP”) – This component is scored differently from the others. This is a measure of four (4) basic professional requirements for all school-based personnel. These requirements are as follows:<sup>21</sup>

---

<sup>20</sup> Because the Final Agency Action issued to Employee noted that Employee was being terminated for receiving an ‘Ineffective’ IMPACTT rating for the 2022-2023 school, year, I will not consider Agency’s assertion that Employee was terminated for receiving a declining IMPACT rating in two (2) consecutive years.

<sup>21</sup> If an employee’s rating for this component was ‘meets standard’ then there was no change in the employee’s final IMPACT score. If an employee received a rating of ‘slightly below standard’ on any part of the CP during a cycle, and no rating of ‘significantly below standard,’ the employee received an overall rating of ‘slightly below standard’ for that cycle and 10 points

- 1) Attendance;
- 2) On-time arrival;
- 3) Compliance with policies and procedures; and
- 4) Respect.

As part of the IMPACT process, upon the conclusion of each cycle assessment, and within fifteen (15) days of the observation, employees meet with their evaluator for a post observation conference. Additionally, school-based personnel assessed through IMPACT, ultimately received a final IMPACT score at the end of the school year of either:<sup>22</sup>

- 1) Ineffective = 100-199 points.
- 2) Minimally Effective = 200-249 points.
- 3) Developing = 250-300.
- 4) Effective = 301 -349 points; and
- 5) Highly Effective = 350-400 points.

### Analysis

Chapter 5-E of District of Columbia Municipal Regulation (“DCMR”) §§1306.4, 1306.5 gives the Superintendent the authority to set procedures for evaluating Agency’s employees.<sup>23</sup> The above-referenced DCMR sections provide that each employee shall be evaluated each semester by an appropriate supervisor and rated annually prior to the end of the year, based on procedures established by the Superintendent. In the instant matter, the IMPACT process detailed above is the evaluation procedure put in place by Agency for the 2022-2023 school year. Employee was evaluated by the school principal – Principal Williams. Employee received a final evaluation on the above specified components at the end of the 2022-2023 school year, wherein, she received an ‘Ineffective’ IMPACT rating.

Employee does not deny that she received two (2) observations on all the IMPACT components during the 2022-2023 school year. She also does not contest that Agency afforded her two (2) post observation conferences during the 2022-2023 school year. Employee’s contention is that her students’ TAS score does not reflect that she was ‘Ineffective’. She explains that when they returned to in-person teaching for the 2021-2022 school year, the goal was to move 85% of the students at least one (1) color band. Employee cites that for the 2022-

---

were subtracted from the employee’s final IMPACT score. An additional 10 points were deducted if an employee earned an overall rating of ‘slightly below standard’ again the next cycle. If an employee received a rating of ‘significantly below standard’ on any part of the CP rubric during a cycle, the employee received an overall rating of ‘significantly below standard’ for that cycle and 20 points were deducted from the employee’s final IMPACT score. An additional 20 points were deducted if the employee earned an overall rating of ‘significantly below standard’ again the next cycle.

<sup>22</sup> See. Agency’s Answer, *supra*.

<sup>23</sup> 5-E DCMR § 1306 provides in pertinent parts as follows:

1306.4 – Employees in grades ET 6-15 shall be evaluated each semester by the appropriate supervisor and rated annually, prior to the end of the school year, under procedures established by the Superintendent.

1306.5 – The Superintendent shall develop procedures for the evaluation of employees in the B schedule, EG schedule, and ET 2 through 5, except as provided in § 1306.3.

2023 school year, she moved 75% of her students in reading and 72% of them in math. She maintains that the students she did not move a color band moved by 100 points or more.

Pursuant to the 2022-2023 Group 2b IMPACT Guidebook, the TAS component consists of 15% of an employee's overall IMPACT score. The guidebook further provides that the highest TAS rating is a 'Level 4', with a 'Level 1' rating being the lowest.<sup>24</sup> TAS measures the students' learning over the course of the year. TAS is an opportunity to identify students' learning not reflected in the state standardized tests. It is incorporated in the teacher's instructional goal and IMPACT evaluation.<sup>25</sup> Teachers are assessed on the students' growth from the beginning of the year to the end of the year. Employee received an overall TAS rating of 'Level 2' for all subjects during the 2022-2023 school year. The evaluator provided that 62% of Employee's students met the TAS goal - i-Ready Diagnostic Assessment. The evaluator further provided that 75% of Employee's students met the TAS goal - Dynamic Indicators of Early Literacy Skills (DIBELS).<sup>26</sup> A teacher receives a 'Level 1' TAS rating if their student performance is below a 'Level 2' goal or the assessment was not approved, completed or the score was not validated. To obtain a 'Level 2' TAS rating, 70% of a teacher's students must meet the TAS goal. To obtain a 'Level 3' TAS rating, 80% of a teacher's students must meet the TAS goal. To obtain a 'Level 4' TAS rating, 90% of a teacher's students must meet the TAS goal. Here, according to Employee's 2022-2023 IMPACT evaluation submitted by Agency, 75% of Employee's students met the TAS DIBELS assessment goal and 62% of the students met the i-Ready Diagnostic Assessment. This 75% falls between a 'Level 3' and a 'Level 2' TAS rating and 62% falls in the 'Level 1' TAS rating because it is below the 'Level 2' TAS goal of 70%.<sup>27</sup>

Employee however asserts that she moved 75% of her students in reading and 72% of them in math for the 2022-2023 school year, thereby, improving her TAS rating to a 'Level 3'. I find that the difference in points from a 'Level 2' to a 'Level 3' TAS rating does not significantly change Employee's overall IMPACT rating. The TAS component comprises 15% of Employee's overall IMPACT rating. If Employee's TAS score were to be adjusted to account for the differences in points between a 'Level 2' (30 points) and a 'Level 3' (45 points), Employee would receive a TAS score increase of fifteen (15) points. Employee's current overall 2022-2023 school year IMPACT score is 169, with 30 points assigned to the TAS component.<sup>28</sup> Adding the fifteen (15) points to Employee's overall IMPACT score will increase Employee's overall adjusted 2022-2023 IMPACT score to **184** (169 (current IMPACT score) + 15 (adjusted TAS score) = 184 (adjusted IMPACT score)). This adjusted final IMPACT score still translates to an 'Ineffective' IMPACT rating for the 2022-2023 school year. Consequently, I find that Employee's argument with regards to the TAS component is inconsequential. (Emphasis added).

Employee further argues that during the follow-up conference for the second Cycle of the 2022-2023 school year, she and Principal Williams disagreed on her strategy and her score of '1' for Essential Practices component five (5). She stated that her principal's final evaluation note did not reflect an 'ineffective' teacher but rather a novice teacher who needed more training.

---

<sup>24</sup> Agency's Answer, *supra*, at Tab 5.

<sup>25</sup> *Id.*

<sup>26</sup> *Id.* at Tab 4.

<sup>27</sup> *Id.*

<sup>28</sup> Based on the record, the 30 TAS points was derived by multiplying 2 (which is equivalent to 'Level 2') by 15%, which is the overall TAS percentage for Group 2b employees.

Pursuant to the CBA between Employee's union and Agency, OEA's jurisdiction over this matter is limited only to Agency's adherence to the IMPACT process it instituted at the beginning of the school year.

Assuming *arguendo* that this Office's jurisdiction extends to the content or judgment of the evaluation, I find that none of the evidence offered by Employee contradicts the comments listed in Employee's 2022-2023 IMPACT evaluation. Employee avers that her IMPACT observations were more descriptive of her weak classroom management skills and less on her actual work she performed with the students. As justification for Principal Williams' comments in Employee's IMPACT evaluation, Employee further explains that her first Cycle observation for the 2022-2023 school year was done the same week she just returned to school after being absent due to COVID-19. She maintains that while she was out sick, her students had been out of routine for over a week and needed a 'behavior reboot.' Employee additionally explains that she suffered from a COVID symptom of 'brain fog' reason why she was looking for material during her observation that occurred when she returned to work after being sick.

The District of Columbia Superior Court in *Shaibu v. District of Columbia Public Schools*<sup>29</sup> explained that substantial evidence for a positive evaluation does not establish a lack of substantial evidence for a negative evaluation. This court noted that, "it would not be enough for [Employee] to proffer to OEA evidence that did not conflict with the factual basis of the [Principal's] evaluation but that would support a better overall evaluation."<sup>30</sup> The Court further opined that if the factual basis of the "Principal's evaluation were true, the evaluation was supported by substantial evidence." Additionally, it highlighted that "principals enjoy near total discretion in ranking their teachers"<sup>31</sup> when implementing performance evaluations. The court concluded that since the "factual statements were far more specific than [the employee's] characterization suggests, and none of the evidence proffered to OEA by [the employee] directly controverted [the principal's] specific factual bases for his evaluation of [the employee] ..." the employee's petition was denied. Here, Employee simply provided explanations to the comments made by her principal in her 2022-2023 IMPACT evaluation, none of which contradicts the principal's comments. Relying on the Court's reasoning in *Shaibu*, I conclude that Employee has not proffered to this Office any credible evidence that controverts any of the principal's comments. This Office has consistently held that the primary responsibility for managing and disciplining Agency's work force is a matter entrusted to the Agency, not to OEA.<sup>32</sup> As performance evaluations are "subjective and individualized in nature,"<sup>33</sup> this Office will not substitute its judgment for that of an agency; rather, this Office limits its review to determining if

---

<sup>29</sup> Case No. 2012 CA 003606 P (January 29, 2013).

<sup>30</sup> *Id.* at 6.

<sup>31</sup> *Id.* Citing *Washington Teachers' Union, Local # 6 v. Board of Education*, 109 F.3d 774, 780 (D.C. Cir. 1997).

<sup>32</sup> See *Mavins v. District Department of Transportation*, OEA Matter No. 1601-0202-09, *Opinion and Order on Petition for Review* (March 19, 2013); *Mills v. District Department of Public Works*, OEA Matter No. 1601-0009-09, *Opinion and Order on Petition for Review* (December 12, 2011); *Washington Teachers' Union Local No. 6, American Federation of Teachers, AFL-CIO v. Board of Education of the District of Columbia*, 109 F.3d 774 (D.C. Cir. 1997); see also *Huntley v. Metropolitan Police Department*, OEA Matter No. 1601-0111-91, *Opinion and Order on Petition for Review* (March 18, 1994); and *Hutchinson v. District of Columbia Fire Department*, OEA Matter No. 1601-0119-90, *Opinion and Order on Petition for Review* (July 2, 1994).

<sup>33</sup> See also *American Federation of Government Employees, AFL-CIO v. Office of Personnel Management*, 821 F.2d 761, 765 (D.C. Cir. 1987) (noting that the federal government has long employed the use of subjective performance evaluations to help make RIF decisions).



“managerial discretion has been legitimately invoked and properly exercised.”<sup>34</sup> Thus, I find that it was within the principal’s discretion to rank and rate Employee’s performance.

### Grievance

Employee also asserts that the resident principal at her school made several unprofessional and inappropriate remarks to her and belittled her. She avers that her efforts to support the school team and work with some of the toughest students in the school were devalued. Employee cites that she did not receive any help or feedback from the resident principal or Principal Williams despite sending them emails, and she had to figure things out by herself.

Complaints of this nature are grievances, and do not fall within the purview of OEA’s scope of review. Further, it is an established matter of public law that as of October 21, 1998, pursuant to the Omnibus Personnel Reform Amendment Act of 1998 (OPRAA), D.C. Law 12-124, OEA no longer has jurisdiction over grievance appeals. Employee’s other ancillary arguments are best characterized as grievances and outside of OEA’s jurisdiction to adjudicate. That is not to say that Employee may not press her claims elsewhere, but rather that OEA currently lacks the jurisdiction to hear Employee’s other claims.

Based on the foregoing, I find that because Employee is a member of the WTU, she is subject to the terms of the CBA between WTU and Agency. I also find that OEA’s jurisdiction in this matter is limited by the terms of this CBA. Because Agency adhered to the IMPACT process, I conclude that Agency had sufficient ‘just cause’ to terminate Employee, following her ‘Ineffective’ IMPACT rating for the 2022-2023 school year.

### ORDER

It is hereby **ORDERED** that Agency’s action of removing Employee is **UPHELD**.

FOR THE OFFICE:

/s/ Monica N. Dohnji

MONICA DOHNJI, Esq.

Senior Administrative Judge

---

<sup>34</sup> See. *Stokes v. District of Columbia*, 502 A.2d 1006, 1009 (D.C. 1985).

<sup>1</sup> IMPACT is the effectiveness assessment system used by the D.C. Public School System to rate the performance of school-based personnel.

## ISSUE

Whether Agency's action of separating Employee from service pursuant to performance ratings of 'Developing' and 'Minimally Effective' under the IMPACT system for school years 2021-2022; and 2022-2023 respectively; was done in accordance with all applicable laws, rules, or regulations.

## FINDINGS OF FACT, ANALYSIS, AND CONCLUSIONS OF LAW

### Governing Authority

District of Columbia Municipal Regulation ("DCMR") 5-E DCMR §§1306.1, and 1306.4-5 gives the Superintendent authority to set procedures for evaluating Agency's employees.<sup>2</sup> The above-referenced DCMR sections provide that each employee shall be evaluated each semester by an appropriate supervisor and rated annually prior to the end of the year, based on procedures established by the Superintendent. 5-E DCMR 1401 provides in pertinent part as follows:

1401.1: Adverse action shall be taken for grounds that will promote the efficiency and discipline of the service and shall not be arbitrary or capricious.

1401.2: For purposes of this section, "just cause for adverse action" may include, but is not necessarily limited to, one (1) or more of the following grounds:

(c) Incompetence, including either inability or failure to perform satisfactorily the duties of the position of employment.

Furthermore, D.C. Official Code § 1-616.52(d) states, in pertinent part:

Any system of grievance resolution or review of adverse actions negotiated between the District and a labor organization shall take precedence over the procedures of this subchapter for employees in a bargaining unit represented by a labor organization.

---

<sup>2</sup> DCMR § 1306 provides in pertinent parts as follows:

1306.1 - Official performance evaluation ratings for all employees of the Board of Education shall be inclusive of work performed through June 30th, unless otherwise specified in this section.

1306.4 - Employees in grades ET 6-15 shall be evaluated each semester by the appropriate supervisor and rated annually, prior to the end of the school year, under procedures established by the Superintendent.

1306.5 - The Superintendent shall develop procedures for the evaluation of employees in the B schedule, EG schedule, and ET 2 through 5, except as provided in § 1306.3.

The 109th Congress of the United States enacted the 2005 District of Columbia Omnibus Authorization Act, PL 109-356, which states in part:

Notwithstanding any other provision of law, rule, or regulation, during fiscal year 2006 and each succeeding fiscal year, the evaluation process and instruments for evaluation of District of Columbia Public School employees shall be a non-negotiable item for collective bargaining purposes. D.C. Code § 1-617.18.

Thus, Agency was granted the authority to develop its own evaluation process and tool for evaluating Agency employees and exercised this management prerogative when it created the IMPACT evaluation system.

Accordingly, in reviewing this matter, I will address whether Agency followed the procedures it developed in evaluating its employee; and whether Agency's termination of Employee pursuant to her IMPACT rating was supported by just cause. As referenced above, 'just cause' for adverse actions includes incompetence – an employee's inability or failure to perform satisfactorily the duties of their position of employment.

#### The IMPACT Process

IMPACT was the performance evaluation system utilized by DCPS to evaluate its employees during 2021-2022 and 2022-2023 school years. According to the record, Agency conducts annual performance evaluations for all its employees. Agency utilized IMPACT as its evaluation system for all school-based employees.<sup>3</sup> The IMPACT system was designed to provide specific feedback to employees to identify areas of strength, as well as areas in which improvement was needed.<sup>4</sup>

In this case, Employee was assessed on the following IMPACT components:<sup>5</sup>

- 1) Essential Practices ("EP")—a measure of a teacher's instructional expertise. This component accounted for 75% of the IMPACT score.
- 2) Teacher-Assessed Student Achievement Data ("TAS")—a measure of a teacher's impact on student learning throughout the school year, as evidenced by rigorous assessments. This component accounted for 15% of the IMPACT score.
- 3) Commitment to the School Community ("CSC")—a measure of the extent to which school-based personnel support and collaborate with their colleagues and their school's community. This component accounted for 10% of the IMPACT score.
- 4) Core Professionalism ("CP")—a measure of four (4) basic professional requirements for all school-based personnel. These requirements are as follows: attendance; on-time

---

<sup>3</sup> Agency's Answer, *supra*.

<sup>4</sup> Agency's Answer and Agency's Brief, *supra*.

<sup>5</sup> Agency Brief, Tab 18, Tab 19.

arrival; compliance with policies and procedures; and respect. This component was scored differently from the others, as an employee could have additional points subtracted from their score if the rating was “slightly below standard” or “significantly below standard.” If all areas of Core Professionalism are met by the employee, then no points are deducted from the final score; however, if there is a concern in one of the areas of Core Professionalism, points are deducted from the final score. Master educators only review teachers’ performances with respect to the TLF component; only the administrators have the ability to rate Core Professionalism.

The IMPACT process also provides that employees are entitled to a conference with the administrator as part of each assessment cycle. It further notes that if the administrator makes at least two (2) attempts to schedule a conference with the employee prior to the Cycle deadline and the employee is unable to meet or unresponsive, the assessment will be valid without the conference. Valid attempt methods include, but are not limited to, phone calls, text messages, emails, notes in your school inbox, and/or in-person conversations. At the end of the school year, after all assessments are completed, the evaluations are averaged and scored.

The IMPACT database is where all IMPACT records are stored, including evaluations, observations, other components, as well as IMPACT final reports. Agency’s website is open and available to the general public. However, the educator portal is open to employees only. All employees with an email account and password have access to the educator portal. Currently, when employees are hired, they are provided a username and password.

School-based personnel assessed through IMPACT ultimately receive a final IMPACT score at the end of the school year of either:

- 1) Ineffective = 100-199 points (immediate separation from school);
- 2) Minimally Effective = 200-249 points (given access to additional professional development - Individuals who receive a rating of ‘Minimally Effective’ for two (2) consecutive years are subject to separation from the school system);
- 3) Developing = 250-299 points (Individuals who receive a rating of ‘Developing’ for three (3) consecutive years are subject to separation from the school system);
- 4) Effective = 300-349 points; and
- 5) Highly Effective = 350-400 points.

Employee’s position, Teacher at Tacoma Elementary School and a union member, was within Group 2b. According to the IMPACT process, Group 2b employees had three (3) assessment cycles – an informal first assessment cycle, a second assessment cycle, Cycle 1, and a third assessment cycle, Cycle 2. Here, Employee was assessed during the three cycles for the 2021-2022 and 2022-2023 school years. The assessments included being observed three times during the school year by the teacher’s principal or supervisor. Upon the conclusion of each assessment, the employee will meet with the evaluator for a post observation conference within 15 days of the observation. IMPACT does not require Administrators to hold post conference meetings after an informal observation.

During the 2021-2022 school year, Employee's Informal Observation occurred on October 21, 2021.<sup>6</sup> Her Cycle 1 observation occurred on February 2, 2022, and the Post Observation Conference was held on February 11, 2022. Her Cycle 2 observation occurred on March 29, 2022, and the Post Observation Conference was held on April 6, 2022.<sup>7</sup> Employee's observations for her school were documented in the database. It is uncontroverted that Employee subsequently received a "Developing" rating upon the conclusion of the 2021-2022 school year.<sup>8</sup> Employee was notified in a July 1, 2022, letter of her rating and was warned that should she receive a rating of Minimally Effective or Ineffective at the conclusion of the next school year, she would be subject to separation from Agency.

During the 2022-2023 school year, Employee's Informal Observation occurred on November 2, 2022.<sup>9</sup> Her Cycle 1 observation occurred on January 6, 2022, and the Post Observation Conference was held on January 18, 2023.<sup>10</sup> Her Cycle 3 observation occurred on March 31, 2023, and the Post Observation Conference was held on April 13, 2023.<sup>11</sup> She received a "Minimally Effective" rating at the end of the 2022-2023 school year.<sup>12</sup> Employee was informed that individuals whose final IMPACT rating declines from Developing to either Minimally Effective or Ineffective, will be subject to separation from Agency. As a result of her ratings, Employee was separated effective August 4, 2023.<sup>13</sup>

Employee contends that the IMPACT reports she reviewed in April 2022 were significantly different from that submitted by Agency's Principal Clayton and that the incidents described therein were mischaracterized, causing her final IMPACT scores to drop by twenty points. However, the IMPACT documents she submitted belied her contention.<sup>14</sup> They are identical to her IMPACT reports contained in Agency's August 31, 2023, Answer.<sup>15</sup> I therefore find her allegation to be incredible. Employee also questioned the principal's methodology and authority to evaluate her work performance. However, she does not deny that the principal who evaluated her was the principal of her school and thus had the authority to evaluate her work performance. Employee states that the principal personally disliked her for failing to get vaccinated and that her vaccination status was improperly disclosed.

Agency asserts in its August 31, 2023, Answer that in 2005, pursuant to the DC Omnibus Authorization Act, PL 109-356 (D.C. Code §1-617.18), DCPS was granted authority to develop its own evaluation process and tool for evaluating its employees and it exercised this managerial prerogative when it created IMPACT. Agency argues that it followed proper D.C. statutes, regulations, and laws in conducting Employee's performance evaluation. Agency notes that,

---

<sup>6</sup> Agency Brief, Tab 10, Tab 11.

<sup>7</sup> Agency Brief, Tab 12, Tab 13.

<sup>8</sup> Agency Brief, Tab 9.

<sup>9</sup> Agency Brief, Tab 3.

<sup>10</sup> Agency Brief, Tab 4.

<sup>11</sup> Agency Brief, Tab 5.

<sup>12</sup> Agency Brief, Tab 1.

<sup>13</sup> Agency Brief, Tab 17.

<sup>14</sup> Employee's Response, OEA Pre-Hearing pt.1, Attachment 1. Employee's OEA Pre-Hearing pt.2, Attachment 10. Employee failed to clearly mark her attachments, thereby necessitating a reading of all her attachments to find the one she was referring to.

<sup>15</sup> Agency's Answer, Tab 12.

IMPACT is a performance evaluation system utilized by DCPS to evaluate school-based personnel for the 2021-2022 and 2022-2023 school years.<sup>16</sup> Employee alleges that her human rights were violated after Agency retaliated against her for filing a grievance against the principal and for fellow teacher K.H.'s allegations that she defamed K.H.<sup>17</sup> Employee also asserts that she should not have to disclose her witness(es) due to fears of management retaliation.

Employee further alleges that Principal Johnson and Vice Principal<sup>18</sup> Wiley violated her parental rights with regard to her son, a student at Whittier Elementary School, when she and her husband voiced their concerns about her son being exposed to Pride Week.<sup>19</sup> She alleges that other Agency officials gathered and contrived information to negatively impact her performance scores. She alleged several instances when she and Agency officials had conflicting exchanges that she believes contributed to her low score. She also provided emails and letters dealing with her son. In her brief, Employee disagreed with the IMPACT scores she received, attributing them to the confrontational interaction she had with her son's school officials.

However, due to the undisputed fact that the Whittier Elementary School was never her work area and thus its administrators did not rate Employee's performance, I find that Employee failed to proffer any credible evidence that they had anything to do with her IMPACT scores. I find that Employee did not provide any other credible reason to dispute her low IMPACT scores. It should be noted that Employee's evaluations were conducted by Assistant Principal Larin Rottman for school year 2021-2022 and Principal Brandon Clayton for school year 2022-2023.

Agency provides that Employee received a 'Developing' IMPACT rating during the 2021-2022 school year and received a 'Minimally Effective' IMPACT rating for the 2022-2023 school year. Agency further provides that Employee was a Teacher under IMPACT Group 2B, and she was assessed during Cycles 1 and 3. Agency states that it properly conducted Employee's performance evaluation using the IMPACT process. Because Employee's IMPACT rating declined between two (2) consecutive school years from 'Developing' to 'Minimally Effective' her employment was terminated pursuant to the IMPACT procedure.<sup>20</sup> Agency submitted Principal Clayton's affidavit denying Employee's allegations of bias. Agency also pointed out that Principal Clayton did not complete Employee's 2021-2022 IMPACT assessment.

As evidenced by her submissions to this Office, Employee starkly disagreed with her IMPACT scores on her IMPACT evaluations. However, Employee did not refute the factual observations made by her evaluators. The D.C. Superior Court in *Shaibu v. District of Columbia Public Schools* explained that "[d]ifferent supervisors may disagree about an employee's performance and each of their opinions may be supported by substantial evidence."<sup>21</sup> Similar to the facts in *Shaibu*, I find that it is within the Administrator's discretion to reach a different conclusion about Employee's performance, as long as the Administrator's opinion is supported by substantial evidence. Further, substantial evidence for a positive evaluation does not establish a

---

<sup>16</sup> Agency's Answer (August 31, 2023).

<sup>17</sup> Initials used to protect her identity.

<sup>18</sup> Employee used VP throughout her brief without spelling it out.

<sup>19</sup> Pride Week is an Agency sponsored event regarding LBGTQ ("Lesbian, Gay, Bisexual, and Transgender") employees and students.

<sup>20</sup> *Supra*, Agency Brief, Tab 1.

<sup>21</sup> Case No. 2012 CA 003606 P (January 29, 2013).

lack of substantial evidence for a negative evaluation. This court noted that, “it would not be enough for [Employee] to proffer to OEA evidence that did not conflict with the factual basis of the [Principal’s] evaluation but that would support a better overall evaluation.”<sup>22</sup> The court further opined that if the factual basis of the “Principal’s evaluation was true, the evaluation was supported by substantial evidence.” Additionally, it highlighted that “principals enjoy near total discretion in ranking their teachers”<sup>23</sup> when implementing performance evaluations. The court concluded that since the “factual statements were far more specific than [the employee’s] characterization suggests, and none of the evidence proffered to OEA by [the employee] directly controverted [the principal’s] specific factual bases for his evaluation of [the employee] ...” the employee’s petition was denied.

This Office has consistently held that the primary responsibility for managing and disciplining Agency’s work force is a matter entrusted to the Agency, not to OEA.<sup>24</sup> As performance evaluations are “subjective and individualized in nature,”<sup>25</sup> this Office will not substitute its judgment for that of an agency; rather, this Office limits its review to determining if “managerial discretion has been legitimately invoked and properly exercised.”<sup>26</sup> Despite Employee’s protestations to the contrary, I find no credible evidence that her former principals abused their discretion when she was evaluated per the aforementioned IMPACT guidelines. I further find that DCPS had sufficient ‘just cause’ to terminate Employee, following the decline of her IMPACT rating from ‘Developing’ during the 2021-2022 school year, to ‘Minimally Effective’ during the 2022-2023 school year.<sup>27</sup>

### ORDER

Based on the foregoing, it is hereby **ORDERED** that Agency’s action of removing Employee is **UPHELD**.

FOR THE OFFICE:

s/s Joseph Lim

JOSEPH E. LIM, ESQ.

Senior Administrative Judge

<sup>22</sup> *Id.* at 6.

<sup>23</sup> *Id.* Citing *Washington Teachers' Union, Local #6 v. Board of Education*, 109 F.3d 774, 780 (D.C. Cir. 1997).

<sup>24</sup> See *Mavins v. District Department of Transportation*, OEA Matter No. 1601-0202-09, *Opinion and Order on Petition for Review* (March 19, 2013); *Mills v. District Department of Public Works*, OEA Matter No. 1601-0009-09, *Opinion and Order on Petition for Review* (December 12, 2011); *Washington Teachers' Union Local No. 6, American Federation of Teachers, AFL-CIO v. Board of Education of the District of Columbia*, 109 F.3d 774 (D.C. Cir. 1997); see also *Huntley v. Metropolitan Police Department*, OEA Matter No. 1601-0111-91, *Opinion and Order on Petition for Review* (March 18, 1994); and *Hutchinson v. District of Columbia Fire Department*, OEA Matter No. 1601-0119-90, *Opinion and Order on Petition for Review* (July 2, 1994).

<sup>25</sup> See also *American Federation of Government Employees, AFL-CIO v. Office of Personnel Management*, 821 F.2d 761, 765 (D.C. Cir. 1987) (noting that the federal government has long employed the use of subjective performance evaluations to help make RIF decisions).

<sup>26</sup> See *Stokes v. District of Columbia*, 502 A.2d 1006, 1009 (D.C. 1985).

<sup>27</sup> Although I may not discuss every aspect of the evidence in the analysis of this case, I have carefully considered the entire record. See *Antelope Coal Co./Rio Tino Energy America v. Goodin*, 743 F.3d 1331, 1350 (10th Cir. 2014) (citing *Clifton v. Chater*, 79 F.3d 1007, 1009-10 (10th Cir. 1996)) (“The record must demonstrate that the ALJ considered all of the evidence, but an ALJ is not required to discuss every piece of evidence”).



Notice: This decision may be formally revised before it is published in the *District of Columbia Register* and the Office of Employee Appeals' website. Parties should promptly notify the Office Manager of any formal errors so that this Office can correct them before publishing the decision. This notice is not intended to provide an opportunity for a substantive challenge to the decision.

**THE DISTRICT OF COLUMBIA**  
**BEFORE**  
**THE OFFICE OF EMPLOYEE APPEALS**

In the Matter of:

EMPLOYEE<sup>1</sup>,

v.

DISTRICT OF COLUMBIA  
PUBLIC SCHOOLS,  
Agency

OEA Matter No.: 1601-0054-23

Date of Issuance: July 11, 2024

OPINION AND ORDER  
ON  
PETITION FOR REVIEW

Employee worked as a Teacher with D.C. Public Schools at Takoma Elementary School ("Agency"). On July 1, 2023, Agency issued a notice to Employee that she would be terminated from her position under IMPACT, its performance effectiveness system. The notice informed Employee that she was being separated after receiving a final IMPACT score of "Developing" for the 2021-2022 school year and final score of "Minimally Effective" for the 2022-2023 school year. Since employees whose final IMPACT scores decline between subsequent school years are subject to removal, Agency notified Employee that she would be terminated effective August 4, 2023.<sup>2</sup>

---

<sup>1</sup> Employee's name was removed from this decision for the purposes of publication on the Office of Employee Appeals' website.

<sup>2</sup> *Agency Answer to Petition for Appeal*, Tab 1 (August 31, 2023).

Employee filed a Petition for Appeal with the Office of Employee Appeals (“OEA”) on August 4, 2023. She argued that she never received thorough feedback from the school principal regarding the sufficiency of her lesson plans, but when she did, the communications were contradictory. As a result, Employee requested mediation to clarify why her evaluation was used as a basis for her termination. She further requested that school administrators demonstrate a higher level of efficiency, good judgment, and accountability.<sup>3</sup>

In response, Agency asserted that it properly followed the IMPACT process. It explained that Employee received a rating of “Developing” for the 2021-2022 school year and a rating of “Minimally Effective” for the 2022-2023 school year. Thus, according to Agency, Employee was subject to removal since she received a declining IMPACT rating for two consecutive years. As a result, it requested that the termination action be upheld.<sup>4</sup>

An OEA Administrative Judge (“AJ”) was assigned to the matter in September of 2023. After conducting a prehearing conference, the parties were ordered to submit briefs addressing whether Employee’s removal under IMPACT should be upheld.<sup>5</sup> In its brief, Agency provided that Chapter 5E, Sections 1306.4 and 1306.5 of the D.C. Municipal Regulations (“DCMR”) authorized the District of Columbia Superintendent the authority to evaluate school-based employees each semester by an appropriate supervisor. It explained that during the 2022-2023 school year, Employee’s position, teacher, was within IMPACT Group 2b. During the year, Group 2b employees were assessed three times: during an informal observation, and during Cycle 1 and Cycle 2. According to Agency, Employee was observed during the 2022-2023 school year by a school administrator, and received post-evaluation conferences on January 18, 2023, and April 13,

---

<sup>3</sup> *Petition for Appeal* (August 4, 2023).

<sup>4</sup> *Agency Answer to Petition for Appeal*

<sup>5</sup> *Briefing Order* (September 11, 2023).

2023. It provided that Employee ultimately received a “Minimally Effective” rating upon the conclusion of Cycles 1 and 2. It further noted that while not at issue in this appeal, Employee received an IMPACT rating of “Developing” after being assessed properly during the 2021-2022 school year. Since the policy outlined that an employee whose final IMPACT score rating declines between two consecutive years, as in Employee’s case, Agency reasoned that its termination action was proper.<sup>6</sup>

Further, it maintained that Employee failed to raise an argument that it did not follow the correct procedures in evaluating her work performance. Agency submitted that its expectations for performance were clearly articulated to Employee and provided that failed to submit any evidence that contradicted any of the statements in the IMPACT evaluation. Lastly, it opined that Employee was not retaliated against, noting that the school principal attempted to provide Employee with support by having her observe another teacher to understand the importance of planning and class instruction. As a result, it submitted that all of the IMPACT procedures were properly followed in Employee’s case.<sup>7</sup>

In response, Employee argued that her IMPACT evaluations for the 2021-2022 and 2022-2023 school years were adjusted after the post-evaluation conferences were held and believed that the reports submitted by the reviewer differed from those that she received. She questioned why the principal, who normally evaluated third, fourth, and fifth grade students, was permitted to perform an evaluation of a first-grade class. Next, Employee averred that the principal violated Equal Employment Opportunity (“EEO”) regulations pertaining to her COVID-19 vaccination status. Employee further alleged that Agency failed to follow the appropriate protocols regarding complaints against filed against her as well as grievances filed by Employee, which violated the

---

<sup>6</sup> *Brief in Support of Agency’s Answer* (October 13, 2023).

<sup>7</sup> *Id.*

Human Rights Act of 1974. Employee opined that her parental rights were also infringed upon after she expressed concerns to her son's school, Whittier Elementary, regarding his exposure to sexual topics that she deemed inappropriate. She explained that the principal of Takoma was made aware of the discussions at Whittier, which were subsequently impermissibly incorporated into her IMPACT evaluation. Employee further opined that the feedback provided on her evaluations was contradictory. Consequently, she requested that her termination be reversed.<sup>8</sup>

The AJ issued an Initial Decision on January 16, 2024. He explained that according to the IMPACT process, as a teacher, Employee had three assessment cycles: an informal first assessment, a second assessment cycle ("Cycle 1"), and a third assessment cycle ("Cycle 2"). The AJ noted that each assessment was required to be followed by a post-observation conference<sup>9</sup> with the evaluator within fifteen days of the assessment. As it related to the 2021-2022 school year, the AJ determined that: (1) Employee's informal observation occurred on February 2, 2022; (2) the Cycle 1 observation and post-evaluation conference occurred on February 2, 2022, and February 11, 2022, respectively; and (3) the Cycle 2 observation and post-evaluation conference occurred on March 29, 2022, and April 6, 2022, respectively. Based on the IMPACT scoring rubric, Employee received a final rating of "Developing."<sup>10</sup>

Regarding the 2022-2023 school year, the AJ concluded that Employee's informal observation occurred on November 2, 2022. Employee's Cycle 1 observation was conducted on January 6, 2022, and the post-evaluation conference occurred on January 18, 2022. Likewise, she noted that the Cycle 2 evaluation occurred on March 31, 2023, with the post-assessment meeting

---

<sup>8</sup> *Employee's Brief* (November 4, 2023). In its reply brief, Agency denied Employee's claim that she was retaliated against. It maintained that Principal Clayton never admonished Employee for her vaccination status and never stated that he wanted Employee terminated. Agency also claimed that the incident involving Employee's son at Whittier Elementary was not held against her for the 2022-2023 IMPACT evaluation. *Agency's Sur-Reply Brief* (November 14, 2023).

<sup>9</sup> IMPACT guidelines do not require the school administrator to hold a conference after the informal observation.

<sup>10</sup> *Initial Decision* (January 16, 2024).

occurring on April 13, 2023. Since Employee's performance under IMPACT declined from "Developing" to "Minimally Effective," between consecutive school years, the AJ ruled that Employee was subject to termination.

The AJ also disagreed with Employee's argument that the IMPACT report that she reviewed in April of 2022 was significantly different from the assessment submitted by the school principal. He noted that the documents referenced by Employee were identical to those produced in Agency's Answer to the Petition for Appeal. Further, the AJ held that Employee failed to present a compelling argument that the school principal was not permitted to conduct her IMPACT assessments. Concerning Employee's contentions related to the incident at Whittier Elementary with her son, the AJ concluded that those interactions had no bearing on the outcome of her IMPACT score. Citing the holding in *Shaibu v. District of Columbia Public Schools*, Case No. 2012 CA 003606 P(MPA)(D.C. Super. Ct. June 29, 2013), the AJ held that despite her stark disagreements with her IMPACT scores and evaluation notes, Employee failed to refute the factual observations made by her evaluators. He also noted that principals retain broad discretion in ranking their teachers. Thus, the AJ ruled that Agency followed all regulations related to the IMPACT process for both the 2021-2022 and 2022-2023 school years. Consequently, Agency's termination action was upheld.<sup>11</sup>

Employee filed a Petition for Review with the OEA Board on February 22, 2023. She argues that the Initial Decision is not based on substantial evidence and asserts that the AJ failed to address all issues of law and fact properly raised in her appeal. First, she asserts that a letter was written to administration at Takoma from a staff member at Whittier Elementary regarding a meeting involving her son which led to her IMPACT scores being negatively altered. Employee

---

<sup>11</sup> *Id.*

explains that she was unjustly harassed at work and was accused of defamation of character when she observed a class at the direction of her IMPACT assessor. She believes that the school principal unfairly used his power which created a conflict of interest. According to Employee, the use of different evaluators resulted in her IMPACT assessments containing inconsistencies. As a result, she requests that a thorough review of her appeal be conducted.<sup>12</sup>

In response, Agency asserts that the Initial Decision was based on substantial evidence. It highlights that the allegations outlined in Employee's Petition for Review were already presented to and decided by the AJ. Agency reiterates its position that all IMPACT guidelines were followed in Employee's case. It also submits that there is no basis for finding that Employee was retaliated against. Therefore, it asks the Board to deny the Petition for Review.<sup>13</sup>

#### Discussion

In accordance with OEA Rule 637.4, a Petition for Review must present one of the following arguments for it to be granted. Specifically, the rule provides:

The petition for review shall set forth objections to the initial decision supported by reference to the record. The Board may grant a Petition for Review when the petition establishes that:

- (a) New and material evidence is available that, despite due diligence, was not available when the record closed;
- (b) The decision of the Administrative Judge is based on an erroneous interpretation of statute, regulation or policy;
- (c) The findings of the Administrative Judge are not based on substantial evidence; or
- (d) The initial decision did not address all material issues of law and fact properly raised in the appeal

Additionally, the D.C. Court of Appeals in *Baumgartner v. Police and Firemen's Retirement and Relief Board*, 527 A.2d 313 (D.C. 1987) found that if administrative findings are supported by

---

<sup>12</sup> *Petition for Review* (February 22, 2023).

<sup>13</sup> *Agency's Answer to Petition for Review* (March 4, 2024).

substantial evidence, then it must be accepted even if there is substantial evidence in the record to support a contrary finding. Substantial evidence is defined as evidence that a reasonable mind could accept as adequate to support a conclusion.<sup>14</sup>

### IMPACT Process

Regarding the IMPACT process, this Board is guided by D.C. Code § 1-617.18 and Section 15.4 of the Collective Bargaining Agreement (“CBA”) between Agency and the Washington Teachers Union (“WTU”). Employee was a member of the WTU; therefore, OEA is governed by the terms of the applicable CBA. In 2005, the 109<sup>th</sup> Congress of the United States enacted the District of Columbia Omnibus Authorization Act, P.L. 109-356, which provides the following in pertinent part:

Notwithstanding any other provision of law, rule, or regulation, during fiscal year 2006 and each succeeding fiscal year, the evaluation process and instruments for evaluating District of Columbia Public School employees shall be a non-negotiable item for collective bargaining purposes.

Moreover, Section 15.4 of the CBA provides that “the standard for separation under the evaluation process shall be “just cause,” which shall be defined as adherence to the evaluation process only. Accordingly, the Board must determine whether Employee’s termination under IMPACT was supported by just cause.

In *Jones v. District of Columbia Public Schools, et al.*, Case No. 2015 CA 005054 P(MPA)(D.C. Super. Ct. August 31, 2016), the Court explained that “the CBA established the extent to which the teacher evaluation process may be subject to grievance in §§ 15.3 and 15.4. Under the grievance process, OEA can only evaluate whether Agency followed the evaluation

---

<sup>14</sup> Black’s Law Dictionary, Eighth Edition; *Mills v. District of Columbia Department of Employment Services*, 838 A.2d 325 (D.C. 2003); and *Black v. District of Columbia Department of Employment Services*, 801 A.2d 983 (D.C. 2002).

process it established and had just cause to terminate Petitioner.” The Court in *Jones* provided that the responsibility of the OEA AJ is to review the evaluation process in place and ensure that the Employee was not arbitrarily removed from her position. As the *Jones* Court noted, given the broad latitude that the agency had to create and implement the system of its choosing for evaluating employees, OEA has limited discretion to review the system it has established.<sup>15</sup>

The District of Columbia Superior Court in *Shaibu v. District of Columbia Public Schools*, *supra*, explained that substantial evidence for a positive evaluation does not establish a lack of substantial evidence for a negative evaluation. The *Shaibu* Court noted that, “it would not be enough for [the employee] to proffer to OEA evidence that did not conflict with the factual basis of the [principal’s] evaluation but that would support a better overall evaluation.”<sup>16</sup> The Court further reasoned that if the factual basis of the “Principal’s evaluation was true, the evaluation was supported by substantial evidence.”<sup>17</sup> Additionally, it provided that “principals enjoy near total discretion in ranking their teachers” when implementing performance evaluations.

The rulings in *Jones* and *Shaibu* have been consistently utilized as guidance by this Office in determining whether Agency followed the IMPACT process when evaluating its employees.<sup>18</sup> For example, in *Employee v. D.C. Public Schools*, OEA Matter No. 1601-0070-22 (March 18, 2022), the AJ held that the employee’s disagreements with the comments contained within his

---

<sup>15</sup> See *Washington Teachers Union Local #6 v. Rhee*, 2009 CA 007482 (D.C. Super. Ct. September 7, 2012) (acknowledging that “it is not for the Court to second-guess the judgments of the Mayor and the Chancellor regarding how to manage DCPS, when those judgments were made in the exercise of the Mayor and the Chancellor’s lawful authority.”).

<sup>16</sup> *Id.* at 6.

<sup>17</sup> *Id.* See also *Washington Teachers' Union, Local #6 v. Board of Education*, 109 F.3d 774, 780 (D.C. Cir. 1997)

<sup>18</sup> See *Employee v. D.C. Public Schools*, OEA Matter No. 1601-0062-22 (February 21, 2023); *Employee v. D.C. Public Schools*, OEA Matter No. 1601-0054-23 (January 16, 2024); *Employee v. D.C. Public Schools*, OEA Matter No. 1601-0073-22 (May 5, 2023); *Employee v. D.C. Public Schools*, OEA Matter No. 1601-0057-18 (March 29, 2019); *Employee v. D.C. Public Schools*, OEA Matter No. 1601-0087-16 (December 28, 2018); *Employee v. D.C. Public Schools*, OEA Matter No. 1601-0092-16 (May 11, 2018); *Employee v. D.C. Public Schools*, OEA Matter No. 1601-0089-17 (May 8, 2018); and *Employee v. D.C. Public Schools*, OEA Matter No. 1601-0078-17 (March 9, 2018).



IMPACT evaluations did not serve as a basis for reversal of the termination action. She further ruled that it was within the Administrator's discretion to reach a different conclusion about the employee's performance, as long as the Administrator's opinion was supported by substantial evidence.<sup>19</sup> Similarly, in *Employee v. D.C. Public Schools*, OEA No. 1601-0064-23 (February 6, 2024), this Office held that there was no basis for reversing Agency's termination action when the employee only provided explanations to the comments made by her principal regarding her Group 2b, 2022-2023 IMPACT evaluation, none of which contradicted the principal's comments.

Here, during the 2021-2022 school year, Employee, a teacher, was a member of IMPACT Group 2. Group 2 employees were evaluated on five components: Essential Practices ("EP"); Teacher-Assessed Student Achievement Data ("TAS"); Student Surveys of Practice ("SSP"); Commitment to School Community ("CSC"); and Core Professionalism ("CP"). Members of Group 2 were required to undergo one informal evaluation and assessments for Cycles 1 and 2. Post-observation conferences were then held within fifteen days of each cycle. During the 2022-2023 school year, Employee was a member of Group 2(b). Under the updated IMPACT guidelines, Group 2(b) employees were evaluated on four components: EP; TAS; CSC; and CP. Members of the group were also required to undergo post-assessment conferences within fifteen days of their evaluations. School-based personnel who were evaluated through IMPACT ultimately receive a final score of Highly Effective, Effective, Developing, Minimally Effective, or Ineffective. An employee whose final rating declined between two consecutive years would then be subject to separation.<sup>20</sup>

Employee does not contest that Agency conducted conferences and post-assessment conferences in accordance with the IMPACT guidelines. During the 2021-2022 school year,

---

<sup>19</sup> *Id.* at p. 10.

<sup>20</sup> *Brief in Support of Agency Answer* at p. 7.

Employee was evaluated informally on October 28, 2021, and formally on February 2, 2022 (Cycle 1) and March 29, 2022 (Cycle 2). Post-evaluation conferences were subsequently held on February 11, 2022, for Cycle 1 and April 6, 2022, for Cycle 2. Likewise, during the 2022-2023 school year, Employee received an informal evaluation on November 2, 2022, a Cycle 1 assessment on January 6, 2022, and a Cycle 2 assessment on March 31, 2023. Post-observation conferences were held on January 18, 2023, and April 13, 2022, respectively.

While not specifically presented in her petition before this Board, Employee's submissions to the AJ offered vehement disagreements with the comments contained within her IMPACT assessments. However, instead of proffering direct, contradictory evidence to support an alternate conclusion, Employee simply provided narratives as to why her performance should be rated differently. She has failed to offer any documentary proof that contradicts any of the factual bases of her evaluator's conclusions. Consistent with the holding in *Shaibu*, Employee's argument falls short of the standard necessary to warrant a change in her IMPACT scores, as principals enjoy a wide range of discretion in assessing school-based staff. Additionally, she has failed to produce evidence that the incident at Whittier Elementary involving her son had a material impact on her final score for the 2021-2022 school year.<sup>21</sup>

---

<sup>21</sup> The incident at Whittier was referenced in the Core Professionalism ("CP") component of Employee's 2021-2022 IMPACT evaluation. This component measures four basic professional requirements: attendance, on-time arrival, compliance with policies and procedures, and respect. If an employee received a rating of "significantly below standard" on any part of the CP rubric during a cycle, he or she received an overall rating of "significantly below standard" for that cycle, and twenty points were deducted from the employee's final IMPACT score. Employee's score was ultimately reduced by twenty points after receiving an assessment of "significantly below standard" for CP Component No. 4 (Respect) during the Cycle 2 evaluation. The CP4 rubric states the following:

"Individual demonstrates a pattern of failing to interact with students, colleagues, parents/guardians, or community members in a respectful manner OR individual has committed a single egregious act of disrespect as determined by the school leader."

In support thereof, the IMPACT assessor cited to an event wherein Employee allegedly raised her voice and interrupted a guardian during a May 24, 2022, meeting, and also highlighted an instance when Employee failed to respond to a guardian's email regarding an event that occurred on May 20, 2022, during class instruction. The

The AJ outlined the IMPACT procedures in great detail, and he accurately held that Agency did comply with the process. Therefore, the record supports a finding that Agency provided Employee with the requisite number of IMPACT evaluations and post-observation conferences. Additionally, this Board agrees with the AJ's conclusion that the IMPACT assessments submitted by Agency are the same ones submitted by Employee. While Employee contends that her evaluations contain inconsistencies throughout the various assessment cycles, we can find no credible basis for concluding that Agency abused its discretion in evaluating her performance. Since her final rating declined from "Developing" in the 2021-2022 school year to "Minimally Effective" for the 2022-2023 school year, Employee was subject to termination. Consequently, Agency properly terminated Employee in accordance with Section 15.4 of the CBA. As a result, we find no compelling basis for disturbing the AJ's ruling.

#### Discrimination and Unfair Treatment

Employee raises several arguments in her Petition for Review related to her claims of discrimination and unfair treatment by Agency. To wit, Employee laments that Agency engaged in discrimination and retaliated against her after an email was sent to the principal of Takoma Elementary from a staff member at Whittier Elementary following a meeting in which Employee was accused of making disparaging comments about a staff member's sexual orientation. She also references allegations of discrimination based on her COVID-19 vaccination status, as well as retaliation efforts against her son. As a result, she believes that Agency violated discrimination laws which caused her harassment and undue stress. Employee further supposes that her

---

evaluator also stated that during a June 14, 2022, meeting at Whittier Elementary regarding Employee's son, Employee made derogatory statements about the Vice Principal's sexual orientation. This Board notes that even if the assessor were to strike the incident at Whittier as an impermissible basis for reducing Employee's CP rating, there remains two additional incidents on which the assessor could rely as to justify a rating of "significantly below standard."

termination from Takoma Elementary was directly related to her interaction with staff members at Whittier Elementary.

D.C. Code § 2-1411.02, reserves complaints of unlawful discrimination to the Office of Human Rights (“OHR”). Under this statute, the purpose of the OHR is to “secure an end to unlawful discrimination in employment...for any reason other than that of individual merit.” Thus, complaints classified as unlawful discrimination are described in the District of Columbia Human Rights Act.<sup>22</sup> Additionally, District Personnel Manual (“DPM”) § 1631.1(q) reserves allegations of unlawful discrimination to OHR. Accordingly, this Board finds that Employee’s claims related to discrimination are not within the purview of OEA’s jurisdiction.

#### Conclusion

Based on the foregoing, this Board finds that the Initial Decision is based on substantial evidence. Agency adhered to the IMPACT process for the 2021-2022 and 2022-2023 school years. Additionally, Employee has failed to produce any evidence which directly contradicts the statements contained within her IMPACT evaluations. Lastly, her claims of discrimination fall outside of this Office’s jurisdiction. Therefore, Employee’s petition must be denied.

---

<sup>22</sup> D.C. Code §§ 1-2501 *et seq.*

**ORDER**

Accordingly, it is hereby **ORDERED** that Employee's Petition for Review is **DENIED**.

**FOR THE BOARD:**

---

Clarence Labor, Jr., Chair

---

Peter Rosenstein

---

Dionna Maria Lewis

---

Arrington L. Dixon

Either party may appeal this decision on Petition for Review to the Superior Court of the District of Columbia. To file a Petition for Review with the Superior Court, the petitioning party should consult Superior Court Civil Procedure Rules, XV. Agency Review, Rule 1