MEMORANDUM OF UNDERSTANDING

BETWEEN

THE DISTRICT OF COLUMBIA PUBLIC EMPLOYEE RELATIONS BOARD

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 Public Employee Relations Board (PERB 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

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

1. Fund a project in the amount of $9,890 (nine thousand, eight hundred and ninety 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 PERB 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 PERB employee, non-union dispute resolution or mediation, or non-union grievance process;

6. Ensure that all PERB management are properly trained in performance management concepts and PeopleSoft's ePerformance application. The HRA shall be responsible for PERB level ePerformance training and administration once they have received initial training from DCHR;

7. Agree to be bound by the provisions of the Comprehensive Merit Personnel Act, Title 6B of the D.C. Municipal Regulations, and all implementing DCHR policies, procedures, issuances and other guidance, unless specifically superseded by statute; and

8. Understand and 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 $9,890 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 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 statues 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.

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
Royale Simms, Acting Executive Director
Public Employee Relations Board
1100 4th Street, SW, Suite 630 E
Washington, DC 20024
(202) 727-1822

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

XIII. RESOLUTION OF DISPUTES

All disputes arising under this MOU shall be referred to Royale Simms, Acting Executive Director 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 PERB 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:

PUBLIC EMPLOYEE RELATIONS BOARD

Royale Simms

Royale Simms
Acting Executive Director

7/15/2024
Date

DISTRICT OF COLUMBIA DEPARTMENT OF HUMAN RESOURCES

Charles Hall, Jr.
Director

7/24/2024
Date

dchr

GOVERNMENT OF THE DISTRICT OF COLUMBIA
MURIEL BOWSER, MAYOR

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