MEMORANDUM OF UNDERSTANDING

BETWEEN

THE DISTRICT OF COLUMBIA PUBLIC EMPLOYEE RELATIONS BOARD

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 District of Columbia (District) Public Employee Relations Board (PERB or Buyer) and the Department of Human Resources (DCHR or Seller), collectively known as the Parties and individually as a Party.

II. 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 with the needed HR services.

III. SCOPE OF SERVICES

Pursuant to the applicable authorities and in pursuit of the shared goals of the Parties to carry out the program goals and objectives expeditiously and economically, the Parties agree as follows:

A. RESPONSIBILITIES OF DCHR

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

B. RESPONSIBILITIES OF PERB

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

1. Advance to DCHR $10,828 (ten thousand, eight hundred twenty-eight dollars) for HR services within thirty (30) days of the effective date;

2. Ensure that DCHR receives all documentation reasonably necessary in a timely fashion to carry out its responsibilities under this MOU;

3. Ensure that PERB employees are actively enrolled in Employee Self Service;

4. Designate a 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 a 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. PERB agrees 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. PERB agrees 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.

IV. DURATION OF MOU

A. The period of this MOU shall be from October 1, 2023 through September 30, 2024, unless terminated in accordance with Section XI prior to the expiration.

B. The Parties may extend the term of this MOU by exercising a maximum of one (1) one-year option period. PERB shall provide DCHR with written notice of its intent to exercise an option period thirty (30) days prior to the expiration of the initial year of this MOU or no later than August 31, 2024.

C. The exercise of an option period is subject to the availability of funds at the time of the exercise of the option.

V. AUTHORITY FOR MOU

The authority for this MOU may be found at D.C. Official Code § 1-301.01(k).

VI. FUNDING PROVISIONS

A. COST OF SERVICES

1. Total cost for services under this MOU shall not exceed $10,828 (ten thousand, eight hundred twenty-eight dollars) for Fiscal Year 2023. Funding for services shall not exceed the actual cost of the goods and services.

B. PAYMENT

1. Payment for the services shall be made through an Intra-District advance by PERB to DCHR based on the total amount of this MOU. DCHR shall receive the advance and bill PERB only for those goods and services provided pursuant to this MOU's terms.

2. PERB shall report all services received under this MOU in its monthly Financial Review Process (FRP) report to the Office of Budget and Planning of the District of Columbia Office of the Chief Financial Officer.

3. Advances to DCHR for the services to be performed and goods to be provided shall not exceed $10,828 (ten thousand, eight hundred twenty-eight dollars) in Fiscal Year 2023.

4. DCHR shall receive the advance and bill PERB through the Intra-District process only for those services provided pursuant to the terms of this MOU. DCHR shall notify PERB within forty-five (45) days of the then-current fiscal year if it has reason to believe that all of the advances will not be billed during the fiscal year. DCHR shall return any excess advance to PERB within thirty (30) days of the end of that fiscal year.

.

VII. ANTI-DEFICIENCY CONSIDERATIONS

The Parties acknowledge and agree that their respective obligations to fulfill financial obligations of any kind pursuant to any and all provisions of this MOU, or any subsequent agreement entered into by the Parties pursuant to 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, regardless of whether a particular obligation has been expressly so conditioned.

VIII. COMPLIANCE AND MONITORING

As this MOU is funded by District of Columbia funds, DCHR will be subject to scheduled and unscheduled monitoring reviews by PERB to ensure compliance with all applicable requirements.

IX. RECORDS AND REPORTS

DCHR shall maintain records and receipts for the expenditure of all funds provided for a period of no less than three (3) years from the date of expiration or termination of this MOU and, upon the request of PERB or another the District of Columbia government agency with legal authority to request review, make these documents available for inspection by duly authorized representatives of PERB or the relevant District of Columbia government agency.

X. CONFIDENTIAL INFORMATION

The Parties to this MOU will use, restrict, maintain, safeguard, and dispose of all information related to services provided under this MOU in accordance with all relevant federal and local statutes, regulations, and policies. Information received by either Party in the performance of responsibilities associated with this MOU shall remain the property of PERB.

XI. TERMINATION

Either Party may terminate this MOU in whole or in part by giving the other Party forty-five (45) calendar days advance written notice. In the event of the termination of this MOU, the Seller shall return any unused funds after all required fiscal reconciliation, but not later than September 30th of the current fiscal year.

XII. NOTICE

The following individuals are the contact points for each Party under this MOU:

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

Clarene P. Martin, Executive Director
Public Employee Relations Board
1100 4th Street, SW, Suite 630 E
Washington, DC 20024
(202) 727-1822

XIII. AMENDMENTS AND MODIFICATIONS

The terms and conditions of this MOU may be modified only upon prior written agreement by the Parties. Amendments or modifications shall be dated and signed by the Parties' authorized representatives.

XIV. MISCELLANEOUS

The Parties shall comply with all applicable laws, rules, and regulations, whether now in effect or hereafter enacted or promulgated, and agree to be bound by the Comprehensive Merit Personnel Act, D.C. Official Code § 1-601.01 *et seq*., as implemented through the District Personnel Manual.

XV. PROCUREMENT PRACTICES REFORM ACT

If a District of Columbia agency or instrumentality plans to utilize the goods or services of an agent, contractor, consultant, or other third party to provide any of the goods or services under the MOU, then the agency or instrumentality shall abide by the provisions of the District of Columbia Procurement Practices Reform Act of 2010 (D.C. Official Code § 2-351.01, *et. seq*.) to procure the goods or services.

XVI. RESOLUTION OF DISPUTES

The Parties' Directors, or their designees, shall resolve all disputes or adjustments resulting from goods or services provided under this MOU. In the event the Parties are unable to resolve a financial issue, the matter shall be referred to the Office of Financial Operations and Systems (OFOS) of the District of Columbia Office of the Chief Financial Officer. The decision of OFOS shall be final.

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

FOR THE PUBLIC EMPLOYEE RELATIONS BOARD

Clarene P. Martin
Executive Director

11/2/2023
Date

FOR THE DEPARTMENT OF HUMAN RESOURCES

Charles Hall, Jr.
Director

1/8/24
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