

**MEMORANDUM OF UNDERSTANDING**  
**OFFICE OF PERSONNEL MANAGEMENT**  
**AND**  
**THE DEPARTMENT OF EDUCATION**  
**Office of the Secretary**

**I. PURPOSE**

To request a detail for <sup>ED-1</sup> (the Detailee), from the Office of Personnel Management (OPM) to the Department of Education (ED), Office of the Secretary. This agreement formalizes the prior oral agreement and supporting documentation between OPM and ED and governs relations between the two agencies going forward.

**II. DESCRIPTION OF SERVICES AND ACTIVITIES**

During this detail, the Detailee will work in the Office of the Secretary (OS). The Detailee will serve as Senior Advisor. Specific tasks will include: Conduct research to support EOP Department of Government Efficiency efforts.

**DUTIES:**

The Detailee will conduct research to support EOP Department of Government Efficiency efforts.

**The Office of the Secretary will perform the following tasks:**

- a) Provide office space and materials necessary for building access and communications, including badges, phones, and computers, as required to conduct ED work.
- b) Cover expenses only for travel, training, or other costs specifically required and pre-approved for the Detailee to fulfill his/her detail assignment (unless otherwise agreed between the ED and OPM).
- c) Determine the work schedule for the Detailee, subject to applicable federal regulations, and approve any requests for leave.
- d) Advise the Detailee of any applicable ethics and confidentiality requirements that may apply in OS in addition to the Home Agency/Department's ethics and confidentiality requirements.
- e) Ensure that the Detailee receives feedback on Detailee's activities during the course of the detail.
- f) Provide feedback to ED supervisor to assist in the Detailee's performance review.
- g) Ensure the necessary record(s) are collected to document work performed by the Detailee during the detail.
- h) Notify OPM once the 130-day limit is met.

**III. SUPERVISION**

During the detail, supervision of the Detailee will be provided by Rachel Oglesby.

**IV. ETHICS RULES AND REGULATIONS**

- a) The Detailee is subject to the Federal statutory and regulatory provisions that govern ethical and other standards of conduct, conflicts of interest, and limitations on political activity (18 U.S.C. §§ 203, 205, 207, and 208, 5 C.F.R. Parts 2635, and 5 U.S.C. §§ 7321 – 7326, 5 C.F.R. Part 733, and 5 C.F.R. Part 734).
- b) Consistent with the implementing regulations of 5 C.F.R. part 2634, the Detailee should continue to file his/her required financial disclosure reports with OPM while on detail.

- c) OPM is responsible for ensuring that the Detailee receives required ethics training.
- d) The Detailee will not knowingly take any actions that undermine ED's responsibilities under governing statutes, regulations, or directives, including but not limited to FISMA, FITARA, the Privacy Act, and the Trade Secrets Act.
- e) The Detailee will not knowingly take any measures that create cybersecurity risks to ED's systems.
- f) The Detailee will not knowingly access ED's systems in a manner that fails to comply with all relevant federal, security, ethics, and confidentiality laws, regulations, and policies, including ED records management and information security requirements.
- g) The Detailee will access ED data, information, and systems for legitimate purposes, including but not limited to IT modernization, the facilitation of ED operations, and the improvement of government efficiency.
- h) The Detailee will comply with the requirements of the Privacy Act for information that ED collects on individuals, including, if necessary, publishing or amending Systems of Records Notices to adequately account for the information it collects.
- i) The Detailee will, to the greatest extent possible, use the program agency system documentation to understand how to use the data and information which is being accessed.
- j) The Detailee will have access, to the extent consistent with law, to ED data systems to enable Detailee to perform the work described above. When performing work for ED, Detailee will be treated as an employee of ED for purposes of data access.

#### **V. COSTS/TRANSFER OF FUNDS**

The Detailee is working for OPM under a gratuitous services agreement. As a result, OPM is not incurring any costs and ED will not be required to provide any reimbursement.

#### **VI. AUTHORITY**

The Economy Act, 31 U.S.C. §§ 1535 - 1536

#### **VII. PERIOD OF AGREEMENT AND CANCELLATION PROVISIONS**

- The Detailee will be detailed to the Office of the Secretary for a period not to exceed 130 days.
- This agreement shall become effective when signed by both parties.
- The agreement may be terminated unilaterally by either party through written notice provided at least 14 calendar days prior.
- The agreement may be otherwise modified or extended at any time by mutual consent of the parties.
- The Detailee is appointed as a Special Government Employee (SGE) pursuant to 18 U.S.C. §202, and therefore may not serve in that capacity for more than 130 days in a 365-day period. Any day on which work is performed for the Government (compensated or not) should be counted as a day, regardless of the amount of time worked that day or the nature of the services. However, uncompensated activities limited to strictly administrative matters, uncompensated brief communications, and uncompensated brief periods of reading or other preparation performed at a setting away from a Government workplace, need not be counted.

#### **VIII. PERFORMANCE RATING**

The Detailee Employee Performance Management System evaluations for 2025 will be completed by ED with input from Rachel Oglesby, in the Office of the Secretary, who can be reached at [rachel.oglesby@ed.gov](mailto:rachel.oglesby@ed.gov).

#### **IX. LEAVE**

The Detailee does not accrue annual or sick leave.

**X. CONTACTS**


Office of Personnel Management:  
Andrew Kloster  
General Counsel


Department of Education:  
Richard Smith  
Deputy Secretary (Delegated)

**XI. AUTHORIZING SIGNATURES AND DATES**

The undersigned, on behalf of their respective offices, approve the terms of this agreement.

**APPROVED AND ACCEPTED**

  
Carmen E. Garcia  
Chief Human Capital Officer  
Office of Personnel Management  
carmen.garcia@opm.gov  
2/12/2025  
Date

  
James P. Bergeron  
Acting Under Secretary (Delegated)  
U.S Department of Education  
james.bergeron@ed.gov  
2/12/25  
Date