

Exhibit H

**Memorandum of Understanding for Detail between
GSA and US Department of Education**

**Non-Reimbursable Detail
Base Agreement**

The General Services Administration hereby enters into an agreement for the temporary detail of ^{ED-3} from the Office of the Administrator at the General Services Administration (GSA) to the Office of the Secretary (OS), U.S. Department of Education (ED). This agreement formalizes the prior oral agreement and supporting documentation between GSA and ED and governs relations on this detail going forward.

1. PURPOSE

This Memorandum of Understanding (MOU) outlines the agreement for ^{ED-3} to participate in a detail to ED for the purpose of supporting the OS leadership with the assessment and enhancement of internal processes and operational procedures, specifically, focusing on identifying inefficiencies and areas for improvement and ensuring that the ED's administrative and programmatic functions align with the best practices for effectiveness and accountability.

2. SCOPE OF WORK/ASSIGNMENT

^{ED-3} is a Special Government Employee. ^{ED-3} will be detailed from his present position as a Software Engineer (Consultant) with the Office of the Administrator at the General Services Administration to a set of duties with ED.

A. Duties and Responsibilities of the Detailee

The Detailee's duties and responsibilities at ED will include conducting research and analysis to identify inefficiencies and areas for improvement in ED's administrative and programmatic functions and reviewing internal processes and operational procedures to identify areas for improvement.

B. Goals of the Detail Assignment:

The goals of the assignment are to improve the efficiency and effectiveness of the ED consistent with the similar ongoing efforts of other executive branch agencies.

C. Controls over Work

The Detailee will report to OS leadership for the duration of this assignment.

The Supervisor of ^{ED-3} will be the Rachel Oglesby, Office of the Secretary.

3. DURATION, EXTENSION, AND TERMINATION OF ASSIGNMENT

- A. This assignment is for work not to exceed 130 days in a 365 day period (excluding federal holidays) from the Detailee's start date with GSA.

- B. This agreement may be amended, extended, or terminated by mutual written and signed consent of both parties, with reasonable notice to the Detailee. The desire for such activity by either GSA or OS shall be declared in writing at least one month (30 calendar days) in advance of the effective date for such action, unless good cause exists for immediate termination.
- C. An extension must be documented as a written and signed amendment to this agreement and personnel action, as appropriate.
- D. At the conclusion of the detail, the Detailee will return to the position of record with GSA.
- E. The work week and hours of duty will be determined by OS, subject to applicable Federal regulations.

5. LEGAL AUTHORITY

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

6. REIMBURSEMENT PROVISIONS:

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

7. RULES, REGULATIONS, AND POLICIES:

- 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). For details in excess of 30 calendar days, Detailee will be subject to any supplemental agency regulations.
- 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 GSA while on a detail.
- C. GSA is responsible for ensuring that the Detailee receives required ethics training.
- D. The Federal Tort Claims Act and any other Federal tort liability statutes shall apply to the Detailee.
- E. The rules and policies that govern the internal operation and management of ED are applicable to the Detailee.
- F. Records Schedule. The Detailee agrees to preserve information worked on for the ED in accordance with the Federal Records Act, ED's Records Schedule.
- G. Unauthorized disclosure of information. The Detailee will not disclose nonpublic information to outside parties without prior approval from ED. If the Detailee improperly discloses non-public information, the GSA agrees to pursue appropriate steps. These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule or regulation, or mismanagement, a

gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. These definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

- H. Should travel be required in the performance of official duties during the detail, the Detailee will be reimbursed in accordance with the Federal Travel Regulations. Any costs associated with travel directed by ED shall be paid by ED.
- I. The Detailee will not knowingly take and 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.
- J. The Detailee will not knowingly take any measures that create cybersecurity risks to ED's systems.
- K. 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.
- L. 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.
- M. 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.
- N. 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.
- O. 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, the Detailee will be treated as an employee of ED for the purposes of data access.

8. SECURITY CLEARANCE:

The commencement of the detail is contingent upon the Detailee's successful adjudication and receipt of any necessary security clearances and other pre-employment screening required by ED. If the Detailee is unable to obtain the required level of access prior to the detail or her access is suspended or revoked for any reason during the detail, OS retains the right to immediately terminate the detail. GSA is not obligated to provide a replacement.

9. CONTACTS:

Gaining Supervisor: Richard Smith, Deputy Secretary, U.S. Department of Education

Home Agency Supervisor: Stephen Ehikian, Acting Administrator, GSA

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10. SIGNATURES:



Stephen Ehikian
Deputy Administrator
U.S. General Services Administration

2/12/2025

Date



James Bergeron
Acting Under Secretary
U.S. Department of Education

2/12/25

Date