

MEMORANDUM OF UNDERSTANDING BETWEEN

U.S. Department of Education

AND

U.S. Department of the Treasury

I. INTRODUCTION

The **United States Department of Education** (“ED” or “Employing Agency”) and the **United States Department of the Treasury** (“Treasury” or “Gaining Agency”) hereby enter into this Memorandum of Understanding (“MOU”) regarding the temporary Detail of the employees listed in Appendix A or (“Detailees”). The Detail shall be made on a non-reimbursable basis, whereby the Employing Agency will continue to pay each employee’s salary and benefits in accordance with the provisions set forth herein.

II. PURPOSE

This MOU constitutes an agreement between the Employing Agency and the Gaining Agency. This MOU establishes the Terms and Conditions for non-reimbursable work done by the Employing Agency for the Gaining Agency. The purpose of this MOU is to provide for the assigning, tracking, and accounting of personnel on a Detail and to set forth the roles and responsibilities of the Employing Agency, the Gaining Agency, and the Detailees.

III. GENERAL INFORMATION

- A. The Gaining Agency has requested this Detail with the Employing Agency. The supervisor for the employees during the detail will be Matt Garber of the Gaining Party.
- B. The start date of the Detail will be April 9, 2025.
- C. Either party may terminate this agreement by providing 10 days advance written notice to the other party.
- D. The Detailees will remain on the rolls of his Employing Agency in his permanent position of record during the Detail. The Employing Agency retains the right to effect such personnel actions as necessary and required in accordance with its personnel management policies.
- E. Position title of record for the employees: FSA Expert
- F. The commencement of the Detail is contingent upon the Detailees successful adjudication and receipt of any necessary security clearances and other pre-employment screening required by Treasury. If the Detailees are unable to obtain the required level of access prior to the detail or his access is suspended or revoked for any reason during the detail, Treasury retains the right to immediately terminate the detail. ED is not obligated to provide a replacement. The Gaining Agency will be responsible for the costs of obtaining the security clearance does not satisfy requirements.

IV. AUTHORITY

The authority for this Detail is the Economy Act, 31 U.S.C. §§ 1535 - 1536 16 HRM 9334.2A.

V. RULES, REGULATIONS, AND POLICIES

1. The Employees are subject to the Federal statutory and regulatory provisions that govern ethical and other standards of conduct, conflicts of interest, suitability, security, and limitations on political activity.
2. Employees will maintain coverage under Federal retirement, group health benefits, and life insurance during the assignment; employees' shares of costs for such coverage continue to be withheld from salary.
3. Employees will continue to accrue annual and sick leave.
4. The Federal tort claims statutes and any other federal tort liability statute shall apply to the Employee.
5. The rules and policies that govern the internal operation and management of the Gaining Agency are applicable to the Employee.
6. Records retention. The Detailees agrees to preserve information worked on for the Treasury team in accordance with the Federal Records Act and other applicable agency or federal records laws, rules, or requirements.
7. Unauthorized disclosure of information. The Detailees will not disclose nonpublic information to outside parties without prior approval from Treasury. If the Detailees improperly discloses non-public information, the Employing Agency 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.
8. The Detailees will not knowingly take any actions that undermine Treasury responsibilities under governing statutes, regulations, or directives.
9. The Detailees will not knowingly take any measures that create cybersecurity risks to Treasury systems.
10. The Detailees will not knowingly access Treasury systems in a manner that fails to comply with all relevant federal, security, ethics, and confidentiality laws, regulations, and policies, including Treasury records management and information security requirements.
11. The Detailees will not access, or attempt to access, classified information without proper security clearance.
12. The Detailees will access Treasury data, information, and systems for only legitimate purposes related to Federal Student Aid.
13. The Detailees will comply with the requirements of the Privacy Act for information that Treasury collects on individuals, including, if necessary, publishing or amending Systems of Records Notices to adequately account for the information it collects.
14. The Detailees will destroy or erase copied Treasury data or information when no longer needed for official purposes in compliance with applicable records laws, rules, and regulations.
15. To the greatest extent possible, the Detailees will use the program agency system documentation to understand how to use the data and information which is being accessed.
16. Travel, transportation, and related allowances may be authorized only in accordance with Federal Travel Regulations. The travel authorization prepared by the Gaining Party or Employing Agency, as applicable, will serve as documentation of authorized allowances.

VI. RESPONSIBILITIES OF THE PARTIES**A. Scope of Work.**

During their assignment, the Detailees will support Federal Student Aid functions performed in partnership with Treasury.

B. Time and Attendance.

The Detailees' time and attendance will be maintained by the Employing Agency.

C. The Gaining Agency agrees to perform the following responsibilities:

- Provide all necessary identification to allow only relevant and necessary access and communications, to include badges, network access, and permissions for assignees to complete work for Treasury. This access includes enabling the employee to access and store documents related to their work for Treasury on Treasury's network and/or hardware. Treasury will provide ED employees with this access on ED devices to the maximum extent practical and allowable by law; to the extent new e-mail accounts or new devices are required by law, Treasury will provide those accounts and devices.
- Provide technical and operational support to the Detailees for all Gaining Agency activities.
- Provide office space and administrative support to the Detailees while assigned to the Gaining Agency.
- Provide the Detailees with badge access to the appropriate facilities.
- Provide the Detailees with duties and tasks according to, and described, in Scope of Work above.

D. The Employing Agency agrees to perform the following additional responsibilities:

- Maintain personnel records for the Detailees.
- Manage Detailees' leave requests. Leave requests by the assignees will be made to the Employing Agency and Detailees will inform Gaining Agency supervisor of said request.
- Maintain the Detailees' security clearance.

VII. TRAVEL AND TRAINING

- A. All travel and training required by the Detailees at the Gaining Agency during the Detail will be paid for by the Gaining Agency.

VIII. CONTACTS

Role	Name	E-mail Address	Location
Employing Agency Supervisor	Phillip Juengst		Washington, DC
Gaining Agency Supervisor	Matthew Garber		Washington, DC

The parties agree that if there is a change regarding the information in this section, the party making the change will notify the other party in writing of such change within five (5) business days.

IX. PERIOD OF AGREEMENT AND MODIFICATION/TERMINATION

This MOU will become effective when signed by all parties. The MOU will terminate on the date the Detail is intended to end as noted in Section III (C) above.

NOTE: The duration of the Assignment may be amended at any time by the mutual written consent of the parties. Any party may terminate this MOU by providing 30 calendar days' prior written notice to the other party. The addition of additional Detailees may be completed at any time by the mutual written consent of the parties. Any other modification of this MOU may be achieved by executing a separate, subsequent agreed upon written document containing either amendments (changing or eliminating existing provisions) or addenda (adding new provisions).

X. OBLIGATIONS AND EXPENDITURES

Nothing in this MOU requires the parties to obligate or expend appropriated funds.

XI. THIRD PARTY RIGHTS

This MOU shall not be construed to provide a private right or cause of action for or by any person or entity.

XII. OTHER PROVISIONS

Should disagreement arise on the interpretation of the provisions of this MOU, or any amendments thereto, that cannot be resolved at the operating level, the area(s) of disagreement shall be stated in writing by each party and presented to the other party for consideration. If agreement on interpretation is not reached within thirty days, the parties shall forward the written presentation of the disagreement to respective higher officials for appropriate resolution.

Nothing herein is intended to conflict with current Treasury or ED directives. If the terms of this MOU are inconsistent with existing directives of either of the agencies entering into this MOU, then those portions of this MOU which are determined to be inconsistent shall be invalid; the remaining terms and conditions not affected by the inconsistency, however, shall remain in full force and effect. At the first opportunity for review of the MOU, all necessary changes will be accomplished by either an amendment to this MOU or by entering into a new MOU, whichever is deemed expedient to the interest of both parties.

SIGNATURES:

**JACQUELINE
CLAY**


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JACQUELINE CLAY
Date: 2025.04.08 14:39:34
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Jacqueline Clay
Deputy Assistant Secretary for
Human Resources
U.S. Department of Education

Janice D.
Williams

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Williams
Date: 2025.04.10 12:54:36 -04'00'

Janice Benjamin
Deputy Director, Office of Human Resources
U.S. Department of the Treasury

 4/8/2025
Tom Krause
Fiscal Assistant Secretary of the Treasury, BFS
U.S. Department of the Treasury

APPENDIX A

Role	Name	E-mail Address	Location
Senior Treasury Advisor	Phillip Juengst		Washington, DC
Senior Treasury Advisor	Brooks Morgan		Washington, DC
Senior Treasury Advisor	Adam Ramada		Washington, DC
Treasury Advisor	Yinqiu (Julia) Ju		Washington, DC
Treasury Advisor	Pete Tyrell		Washington, DC
Treasury Advisor	Chris Krobath		Washington, DC
Treasury Advisor	Steve Tu		Washington, DC
Treasury Advisor	Luz Wohlfield		Washington, DC
Treasury Advisor	Shital Shah		Washington, DC