

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) constitutes an agreement between the Cohort Default Rates Group (CDRG) in Federal Student Aid (FSA), Department of Education (Agency) and the American Federation of Government Employees, AFL-CIO, Local 252, (AFGE) concerning Gainful Employment (GE).

On July 16, 2024, notice was sent to AFGE regarding FSA, Partner Participation and Oversight's (PPO), intent to implement the Gainful Employment regulations which were approved in the Federal Register to address ongoing concerns about educational programs designed to prepare students for gainful employment in a recognized occupation, but that instead leaves them with student loan debt they cannot afford in relation to their earnings, or with no gain in earnings compared to others with no more than a high school education. Responsibilities associated with GE fall within the scope of the CDRG. Based on the business needs associated with the oversight of cohort default rate activities and GE oversight activities, members of the current staff will support the new GE compliance oversight activities. These new responsibilities may include adjudicating school appeals, managing internal and external customer communications, drafting/issuing notification letters, and understanding federal regulations concerning gainful employment. However, this work is similar to what these employees are doing now and as noted below, training will be provided, so that employees are prepared to handle this new work. The above new responsibilities are scheduled to be implemented on or about October 1, 2024.

Both parties met on August 5, 2024, and additional information was requested by AFGE regarding the proposed training plan. A follow up meeting was convened on August 21, 2024, in order to discuss the training plan. On August 27, 2024, AFGE provided 2 proposals. That Agency countered the proposals on September 3, 2024, to which AFGE agreed on September 9, 2024.

The parties agree to the following:

1. If CDR work increases, CDR work may take priority, with GE work-adjusted downward to maintain an appropriate balance, however, such adjustments are subject to organizationally determined mission priorities and workload requirements at the time.
2. If bargaining unit employees have questions or concerns about their REACH elements, they may have an ongoing conversation with the rating official consistent with Article 23 of the Interim collective bargaining agreement.

This MOU is the complete agreement between the parties and may be amended only by written agreement signed by each of the parties involved.

By my signature below, I attest that I am an Authorized Official duly authorized to sign on behalf of my organization.

On Behalf of FSA
Marcus DeCosta, Director,
Cohort Default Rate Group,
Partner Eligibility and Oversight Services,
Partner Participation and Oversight

Date

On Behalf of the Department of Education
Abel Hernandez,
Labor and Employee Relations Specialist
Labor and Employee Relations Division

Date

On Behalf of the American Federation of
Government Employees (AFGE Local 252)
Sheria Smith, President,
AFGE Local 252

Date