

DISTRICT OF COLUMBIA GOVERNMENT

PERSONNEL EXCHANGE AGREEMENT

(D.C. Official Code § 1-627.01 et seq.)

INSTRUCTIONS

This agreement constitutes the written record of the obligations and responsibilities of the parties to a temporary assignment of personnel under the provisions of D.C. Official Code § 1-627.01 et. seq., and Chapter 27 of the D.C. personnel regulations, Temporary Assignment of Personnel. A Personnel Exchange Agreement must be executed prior to commencing each assignment, and must include the signature of the Director, D.C. Department of Human Resources (DCHR), concurring in the assignment.

For the purposes of this agreement, the term "Non-District" means agencies of federal, state, or local governments, institutions of higher education, or private sector organizations; and the term "District" means District government.

Each signatory to this agreement is to retain copies of the completed and signed agreement.

Within 15 days of the effective date of the assignment, 2 copies of this form must be sent to the:

Director
D.C. Department of Human Resources
441 4th Street, N.W., Suite 330S
Washington, D.C. 20001

In the case of an individual assigned to a District government agency to perform the duties of an attorney in any Legal Service position classified as part of series 905, the following language must be added to the agreement:

"The incumbent shall be subject to the Legal Service provisions of D.C. Official Code § 1-608.55 and its implementing regulations regarding to the supervision and evaluation of Legal Service attorneys within the District government."

Procedural questions on completing the Personnel Exchange Agreement form should be addressed to either the Agency HR Advisor or to staff in the DCHR.

PART I – NATURE OF THE PERSONNEL EXCHANGE AGREEMENT

New Agreement Modification Extension

PART II – INFORMATION ON PARTICIPATING EMPLOYEE PART III – PARTIES TO THE AGREEMENT

Name (Last, first, middle): _____	Social Security No.: _____	District Agency (list office, bureau, or organizational unit which is party to the agreement): _____
Home Address (street, city, state, zip code) _____		Non-District Agency (fully identify) _____

PART IV – POSITION DATA

Position Currently Held

Employment Office Name and Address (building, street, city, state and zip code) _____	Immediate Supervisor (name and title) _____	
	Title of Position _____	Office Phone No. (area code) _____

Type of Current Appointment

Federal Government Employees (check appropriate box) <input type="checkbox"/> Career Competitive <input type="checkbox"/> Other (specify) _____	Non-District Employees Original Date employed by: _____
Indicate Grade Level: _____	

Position to Which Temporary Assignment Will be Made

Employment Office Name and Address (building, street, city, state, zip code) _____	Immediate Supervisor (name and title) _____	
	Title of Position: _____	Office Phone No. (area code): _____

PART V – TYPE OF ASSIGNMENT

On detail from a: _____

On detail to a District Agency

On leave without pay from a District Agency

On appointment in an Agency

Period of Assignment:

From (month, day, year): _____

To (month, day, year): _____

PART VI – REASON FOR TEMPORARY ASSIGNMENT

Indicate the reasons for this temporary assignment and state how the work will benefit the participating entities.

PART VII – DUTIES AND RESPONSIBILITIES WHILE ON TEMPORARY ASSIGNMENT

List the major duties and responsibilities to be performed while on the temporary assignment. If available, attach an accurate current description of the position being filled through this agreement.

PART VIII – EMPLOYEE BENEFITS

Basic Pay Rate

Special Pay Conditions (indicate any conditions that could increase the assigned employee's compensation during the assignment period)

Leave Provisions (indicate the annual and sick leave benefits for which the assigned employee is eligible. Specify the procedures for requesting, reporting and recording such leave)

PART IX – FINANCIAL OBLIGATIONS

Identify, where appropriate, the office to which invoices and time and attendance records should be sent. In the case of the assignment of a private sector employee to the District government, specify the terms and conditions for the payment or the reimbursement of salary, fringe benefits and, if appropriate, general and administrative costs. (*See* section 2702 of the D.C. personnel regulations)

District Agency Obligations

Non-District Agency Obligations

PART X – APPLICABILITY OF REGULATIONS AND POLICIES

- Yes, the regulations and policies governing the internal operation and management of the agency to which the assignment is made under this agreement will be observed by the assigned employee.
- Yes, with exceptions attached.
- Assignee has been informed that the assignment may be terminated at any time at the option of the District Agency or Non-District Agency.
- Assignee has been informed that any travel and transportation expenses covered from District agency appropriations may be recoverable as a debt due the District government if he/she does not remain the position subject to the agreement until the completion of the assignment (unless terminated by either employer) or 1 year, whichever is shorter.
- Assignee has been informed of applicable provisions should his/her position with his/her permanent employer become subject to a reduction-in-force procedure.

PART XI – CONFLICTS OF INTEREST AND EMPLOYEE CONDUCT

- Applicable District government and non-District conflict of interest laws have been reviewed with the employee to assure that conflict of interest situations do not inadvertently occur during this assignment.
- The employee has been notified of laws, regulations, and policies on employee conduct which may apply to him/her while on this assignment.

PART XII – OPTIONS OR ENTITLEMENTS

Indicate coverage or "N.A." if not applicable

Federal Government Employees Group Life Insurance

Covered N.A.

Federal Government Retirement

Covered N.A.

Federal Government Health Benefits

Covered N.A.

Non-District Agency benefits (indicate all employee benefits that will be retained by the State or local agency for the employee being assigned to a District government agency. Also include a statement certifying coverage in all Non-District employee benefit programs that are elected by the District employee on leave without pay from the District agency to a Non-District government agency.)

Other Benefits (indicate any other employee benefits to be made part of this agreement).

PART XIII – TRAVEL AND TRANSPORTATION EXPENSES AND ALLOWANCES

Attach information indicating: (1) whether the District Agency or Non-District Agency will pay travel and transportation expenses to, from, and during the assignment as specified in Chapter 27 of the D. C. personnel regulations; and (2) Which travel and relocation expenses will be included.

PART XIV – APPROVALS AND CERTIFICATION

Assigned Employee’s Statement

I, _____, understand the terms of this agreement providing for my assignment to the position of _____ at (location) _____ from (date) _____ to _____.

Signature of Assigned Employee

Date

CHAPTER 27 - TEMPORARY ASSIGNMENT OF PERSONNEL

Certification of Approving Officials

In signing this agreement, it is certified that:

- The description of duties and responsibilities is current and fully and accurately describes those of the assigned employee;
- This assignment is being entered into to serve a sound, mutual public purpose and not solely for the employee’s benefit; and
- At the completion of the assignment, the participating employee will be returned to the position he or she occupied at the time this agreement was entered into or a position of like seniority, status and pay.

District Agency	Non-District Agency
Signature of Authorizing District Officer	Signature of Authorizing Non-District Officer
Date	Date
Typed Name and Title	Typed Name and Title

Signature of Director, D.C. Department of Human Resources

PRIVACY ACT NOTICE

AUTHORITY

D.C. Official Code § 1-627.01 *et. seq.* authorizes the temporary assignment of employees between the District and other governmental agencies, institutions of higher education, and private sector organizations. The purpose of the Personnel Exchange Agreement (D.C. Standard Form 69) is to document each temporary assignment and become the permanent record of the assignment.

EFFECTS OF NONDISCLOSURE

The personal information required to complete a Personnel Exchange Agreement under D.C. Official Code § 1-627.01 *et. seq.* is furnished voluntarily. The only consequence of not providing the requested information is the self-elimination by the individual for consideration for such an assignment.

PURPOSES AND USES

The principal purpose of the Personnel Exchange Agreement is to formally document the temporary assignment of an employee between a District government agency and another organization. The Personnel Exchange Agreement also establishes the legal basis for personnel and financial transactions which facilitate these temporary assignments. In addition, the Personnel Exchange Agreement provides statistical data on mobility program activities which may be furnished (without the employee’s personal identification) to federal agencies, Congress, or other interested parties or individuals under the Freedom of Information Act.

DISCLOSURE OF OFFICIAL INFORMATION

It is the policy of the District government to make personnel information in its possession or under its control available upon request to appropriate personnel and law enforcement authorities, except if such disclosure would constitute an unwarranted invasion of personal privacy, or is prohibited under the law or regulations issued pursuant thereto. (*See* D.C. Official Code § 1-631.03)