Memorandum of Understanding
Between the U.S. Merit Systems Protection Board
and
Federally Employed Women

PREAMBLE

The U.S. Merit Systems Protection Board values the contributions of all of its employees and strives to create a diverse, well-qualified workforce and become a model employer. This document establishes an agreement between the parties specified below for mutual benefit and support. The parties enter into this agreement freely and without reservation.

I. PARTIES

The U.S. Merit Systems Protection Board (MSPB) and Federally Employed Women (FEW) have established this Memorandum of Understanding (MOU).

II. BACKGROUND

MSPB is an independent, quasi-judicial agency in the Executive branch that serves as the guardian of the Federal merit systems. MSPB carries out its statutory responsibilities and authorities primarily by adjudicating individual employee appeals and by conducting merit systems studies. In addition, MSPB reviews the significant actions of the Office of Personnel Management to assess the degree to which those actions may affect merit.

MSPB strives to achieve and maintain a diverse, well-qualified workforce and an inclusive workplace environment, free of discrimination. MSPB also seeks to serve our stakeholders in a manner that demonstrates the merit system principles.

Federally Employed Women (FEW) is a private, non-profit organization that works to end sex discrimination and support the advancement of women in the Federal civil service by:

- Encouraging diversity and equity in the workplace;
- Enhancing career opportunities;
- Establishing and maintaining relationships with organizations to advocate for the fair application of laws, policies, procedures, and practices;
- Improving the quality of life for women by influencing legislative actions;
- Committing to maintain a unified and diverse membership; and
- Providing opportunities for professional growth.

III. PURPOSE

The purpose of this MOU is to document a commitment to engage in and sustain a partnership between MSPB and FEW. It provides the framework to identify issues of mutual interest and help develop and implement solutions to promote equal access to employment and career advancement opportunities, and improved workplace quality of life for MSPB's workforce, as well as furthering the missions of MSPB and FEW.

IV. OBJECTIVES AND RESPONSIBILITIES

The objectives of this MOU shall be to coordinate and facilitate activities that are responsive to the needs of MSPB's mission and its employees and FEW's mission. In this regard, FEW shall make recommendations to MSPB on initiatives that address issues, such as recruitment, onboarding, training, career development, advancement, and retention of MSPB's workforce, in addition to advising on MSPB's mission-related goals, when appropriate. In fulfilling the objectives of this MOU, MSPB and FEW agree to participate in and be responsible for the following:

A. MSPB will:

1) Assign to MSPB's Office of Equal Employment Opportunity (OEEO), the responsibility of managing the MOU with FEW. The OEEO Director will serve as MSPB's point of contact with FEW.
2) Notify MSPB employees and the public regarding the MOU with FEW.
3) Solicit input from FEW, as appropriate, to develop workforce plans, such as recommendations for improving representation at the entry, mid and upper levels, including supervisory, managerial and executive levels.
4) Solicit input from FEW, as appropriate, regarding MSPB mission-related plans, (e.g., changes to policies and procedures, development of research plans).
5) Provide information to MSPB employees and FEW regarding opportunities, such as recruitment and outreach events, internships, and developmental assignments within MSPB.
6) Announce and promote opportunities for MSPB employees to participate in FEW activities and/or receive training and developmental opportunities (e.g., attendance at training and/or conferences, developmental details, and coaching and mentoring).
7) Support FEW by participating in the National Training Program, (e.g., by providing information on FEW and their events to MSPB employees, participating as a presenter, mentor, etc.), as well as FEW chapter training programs, to the extent feasible.
8) Participate in ongoing discussions with FEW to assess progress in building and maintaining a meaningful partnership.

B. FEW will:

1) Advise its internal and external affiliates about our MOU, and enlist their participation in the implementation of this MOU.
2) Assist MSPB in disseminating information to FEW members to provide feedback when MSPB is considering initiatives affecting Federal employees.
3) Assist MSPB in fostering partnerships with other organizations (e.g., other employee affinity groups) for purposes of networking, outreach, and recruitment.
4) Assist MSPB in its recruitment effort by helping advertise MSPB vacancy announcements, when appropriate.
5) Assist MSPB with efforts to identify potential barriers and employment rates within MSPB that are below expectations when compared to civilian and relevant civilian labor force data.
6) Recommend speakers on diversity, inclusion and EEO for internal programs (e.g., special emphasis programs and Unity Day).
7) Provide assistance to and support MSPB policies and programs that further the mission and objectives of mutual interest to this MOU.
8) Participate in ongoing discussions to assess progress in building and maintaining a meaningful partnership.

V. COSTS AND IMPLEMENTATION PROCEDURES

Nothing herein shall be construed as obligating MSPB or FEW to expend funds for the purpose, objectives, and responsibilities set forth in the MOU except as stated herein or as agreed to in writing by the signatories of the organizations they represent. All obligations of funds for expenditures by the MSPB and FEW are subject to availability of funds. Before undertaking any collaborative activity that will require the obligation of Federal funds or resources, MSPB and FEW will negotiate and execute an appropriate instrument such as a contract, grant, cooperative agreement, Intergovernmental Personnel Act agreement, or other agreement to document the transaction and identify the legal authority underlying the particular transaction. Each collaborative activity shall be agreed upon and conducted in accordance with all applicable statutes and regulations.

VI. EFFECTIVE DATE, AMENDMENTS AND TERMINATION

This MOU shall be effective on the date when both parties have signed the document. This MOU may be amended upon written request of MSPB or FEW and the subsequent written concurrence of both parties. Either MSPB or FEW may terminate this MOU with a thirty (30) day written “notice of intent” to the other party.

VII. DISCLOSURE INFORMATION

Subject to the Freedom of Information Act (5 U.S.C. 552), decisions or disclosures of information to the public regarding projects and programs initiated by this MOU will be made following consultations by the parties to the MOU.

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The U.S. Merit Systems Protection Board (MSPB) and Federally Employed Women (FEW) recognize the value of a cooperative working effort, and will continue to work together to improve employment and career development opportunities for all employees within the Federal Government.

The following signatures serve to execute the foregoing MOU between the MSPB and FEW.

U.S. MERIT SYSTEMS PROTECTION BOARD

_____ 05.17.11
Susan Tsui Grundmann, Chairman — Date
U.S. Merit Systems Protection Board

_____ 05-17-11
Jerry Beat, Director — Date
Office of Equal Employment Opportunity
U.S. Merit Systems Protection Board

FEDERALLY EMPLOYED WOMEN

Sue Webster _____ 05-17-11
Sue Webster, National President — Date
Federally Employed Women