

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**THE OFFICE OF THE STATE SUPERINTENDNT OF EDUCATION**  
**AND**  
**THE DISTRICT OF COLUMBIA PUBLIC CHARTER SCHOOL BOARD**

**I. INTRODUCTION**

This Memorandum of Understanding (“MOU”) is entered into between the Office of the State Superintendent of Education (“OSSE”) and the District of Columbia Public Charter School Board (“PCSB”) to govern their respective responsibilities and activities regarding the OSSE’s one-time transfer of funds (the “Payment”) to PCSB to supplement its capacity to oversee and monitor District of Columbia public charters schools (“DCPCS”).

**II. RECITALS**

WHEREAS, PCSB is the authorizer for public charter schools in the District of Columbia (D.C. Official Code § 38-1802 *et seq.*);

WHEREAS, PCSB is responsible for, among other duties: monitoring the operations of public charter schools and ensuring their compliance with applicable laws pursuant to the District of Columbia School Reform Act of 1996, as amended (D.C. Official Code § 38-1802 *et seq.*);

WHEREAS, the OSSE serves as the state education agency and perform the functions and duties of a state education agency for the District of Columbia (D.C. Official Code §§ 38-2601; 38-2601.01);

WHEREAS, the OSSE is responsible for fulfilling responsibilities consistent with the performance of the state-level education functions of the District of Columbia (D.C. Official Code, § 38-2602);

WHEREAS, the Parties enter into this MOU with the understanding that at least twenty-nine (29) DCPCS do not have a current or adequate emergency response plan and require financial assistance to create such plans;

WHEREAS, the OSSE and the PCSB share the common goals of improving and enhancing the safety and wellness of students on a coordinated basis in the schools within the District of Columbia, particularly as to the availability of adequate response plans in the event of emergencies;



WHEREAS, the Parties enter into this MOU with the understanding that it is in the best interest of the District of Columbia that each individual DCPCS have a current and adequate emergency response plan that is consistent with the guidance in the District of Columbia's School Emergency Response Plan and Management Guide, dated January 2010 ("D.C. Guide") as may be updated,<sup>1</sup> and/or the Guide for Developing High-Quality Emergency Response Plans issued by the U.S. Departments of Education, Health and Human Services, Homeland Security, Justice, the Federal Bureau of Investigation and the Federal Emergency Management Agency, dated July 2013("Federal Guide")<sup>2</sup>;

WHEREAS, OSSE warrants that it has sufficient available funds in FY2014 to provide the Payment to PCSB;

WHEREAS, PCSB warrants that, pursuant to District of Columbia Official Code § 38-1802.14(a)(1), it is an agency within the District of Columbia Government and that all necessary approvals, whether fiscal or programmatic, have been obtained prior to execution of this Agreement.

### **III. PURPOSE**

The purpose of this MOU is to provide funding to the PCSB to provide financial assistance to DCPCS to develop their emergency response plans, train their leadership and staff on emergency response procedures and techniques, and link public charter schools to community resources that support school safety.

### **IV. INTRA-DISTRICT FUNDING PROVISIONS**

Total cost for the MOU shall be an amount equal to, but not to exceed, one hundred and thirty-five thousand and 00/000 (\$135,000.00) Dollars paid by OSSE to PCSB to facilitate the activities described herein, during Fiscal Year ("FY") 2014, to be paid by June 15, 2014.

### **V. PAYMENT**

- A. Payment for all services shall be made through an Intra-District advance by OSSE to PCSB based on the total amount of this MOU.
- B. PCSB shall reimburse OSSE the balance of any unexpended or uncommitted funds at the expiration of this MOU pursuant to D.C. Official Code § 1-301.01(k).

<sup>1</sup>

[http://esa.dc.gov/sites/default/files/dc/sites/esa/publication/attachments/school\\_emergency\\_response\\_plan-1-5-10.pdf](http://esa.dc.gov/sites/default/files/dc/sites/esa/publication/attachments/school_emergency_response_plan-1-5-10.pdf)

<sup>2</sup> [http://rems.ed.gov/docs/REMS\\_K-12\\_Guide\\_508.pdf](http://rems.ed.gov/docs/REMS_K-12_Guide_508.pdf);



- C. In the event this MOU is terminated, PCSB shall return any unexpended or uncommitted funds to OSSE.
- D. The Parties' Directors or their designees shall resolve all adjustments and disputes arising from services performed under this MOU. In the event that the Parties are unable to resolve a financial issue, the matter shall be referred to the D.C. Office of Financial Operations and Systems.

## **VI. AUTHORITY FOR MOU**

D.C. Official Code § 1-301.01(k).

## **VII. RESPONSIBILITIES OF THE PARTIES**

- A. Pursuant to this MOU, the OSSE agrees to:
  - 1. Transfer \$135,000 to PCSB by June 15, 2014;
  - 2. Ensure funding for the project is distributed to PCSB on a timely basis in accordance with the terms and conditions set forth in this MOU; and
  - 3. Ensure that PCSB manages the receipt of funds for the purpose of delivering any and all financial assistance to DCPCSs in accordance with federal law, and the laws of the District of Columbia, its regulations and policies.
- B. Pursuant to this MOU, PCSB agrees to:
  - 1. Budget for all services described in this MOU; and
  - 2. Award a contract to provide the services described in this MOU for an amount not to exceed \$135,000 to a qualified contractor.

## **VIII. PROCUREMENT PRACTICES**

If a District of Columbia agency or instrumentality plans to utilize the goods or services of an agent or third party (e.g., contractor, consultant) to provide any of the goods or services specified under this MOU, then the agency or instrumentality shall abide by the provision of the pursuant to the "Procurement Practices Reform Act of 2010", effective April 8, 2011 (D.C. Law 18-371; D.C. Official Code § 2-351.01 *et seq.*(2012 Supp.) to procure the goods or services of the agent or third party, other than where D.C. Official Code § 38-1802.14(h) is found expressly applicable to the transaction.



**IX. ANTI-DEFICIENCY CONSIDERATIONS**

The Parties acknowledge and agree that their respective obligations to fulfill financial obligations of any kind pursuant to any and all provisions of this MOU, or any subsequent agreement entered into by the parties pursuant to this MOU, are and shall remain subject to the provisions of (i) the federal Anti- Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349, 1351, (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code § 47- 355.01-355.08 (2001), (iii) D.C. Official Code § 47-105 (2001), and (iv) D.C. Official Code § 1-204.45 (2006 Supp.) as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

**X. COMPLIANCE AND MONITORING**

As this MOU is funded by District of Columbia Funds, the Parties acknowledge that they will be subject to scheduled and unscheduled monitoring reviews to ensure compliance with all applicable requirements.

**XI. RECORDS AND REPORTS**

The Parties shall maintain records and receipts for the expenditure of all funds provided for a period of no less than three (3) years from the date of expiration or termination of the MOU and, upon the District of Columbia's request, make these documents available for inspection by duly authorized representatives of the buyer agency and other officials as may be specified by the Office of the Chief Financial Officer.

**XII. CONFIDENTIAL INFORMATION**

The Parties to this MOU will use, restrict, safeguard, disclose, and dispose of all information related to student information and services provided under this MOU, in accordance with all relevant federal and local statutes, regulations, policies, including without limitation, the Family Educational Rights and Privacy Act (FERPA). Information received by any Party in the performance of this MOU shall be and remain the property of PCSB.

**XIII. DURATION**

This MOU shall be effective as of the date on which both Parties' representatives have executed the MOU and shall remain in effect until September 30, 2014, unless terminated in writing by the Parties prior to the expiration.



**XIV. MODIFICATION AND TERMINATION**

The terms and conditions of this MOU may be modified only upon prior written agreement by the Parties. Any Party may terminate this MOU in whole or in part by giving thirty (30) calendar days in advance written notice to the other Party.

**XV. NOTICE**

The following individuals are the contact points for each Party under this MOU:

<b>Contact Person for PCSB:</b>	<b>Contact Person for the OSSE:</b>
Scott Pearson	Jesús Aguirre
Executive Director	State Superintendent
DC Public Charter School Board	Office of the State Superintendent of Education
3333 14th Street NW, Suite 210	810 First Street NE
Washington, DC 20010	Washington, DC 20002
Direct line: (202) 328-2662	Phone: 202-727-3471
Main line: (202) 328-2660	
Fax: (202) 328-2661	

**XVI. MISCELLANEOUS**

The Parties shall comply with all applicable laws, rules and regulations whether now in force or hereafter enacted or promulgated.

**XVII. EFFECTIVE DATE**

This MOU shall become effective upon the date of the last approving signature.

IN WITNESS WHERE OF, the Parties hereto have executed this MOU as follows:

**For the Office of the State Superintendent  
of Education:**

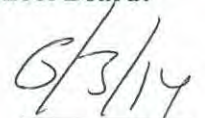
**For the DC Public Charter School Board:**

\_\_\_\_\_  
Jesús Aguirre  
State Superintendent

\_\_\_\_\_  
Date



\_\_\_\_\_  
Scott Pearson  
Executive Director



\_\_\_\_\_  
Date