

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
DISTRICT OF COLUMBIA BOARD OF ELECTIONS  
AND  
DISTRICT OF COLUMBIA PUBLIC SCHOOLS  
FOR FISCAL YEAR 2014**

**I. INTRODUCTION**

This Memorandum of Understanding ( "MOU") is entered into between the DISTRICT OF COLUMBIA BOARD OF ELECTIONS (BOE) ("Buyer Agency") and the DISTRICT OF COLUMBIA PUBLIC SCHOOLS (DCPS) ("Seller Agency"), collectively referred to herein as the "Parties."

**II. LEGAL AUTHORITY FOR MOU**

D.C. Official Code § 1-301.01(k) (2010 Supp.) and, D.C. Official Code § 38-171 *et seq.*

**III. OVERVIEW OF PROGRAM GOALS AND OBJECTIVES**

The "Buyer Agency" is scheduled to utilize sixty-five (65) school facilities as polling sites for electoral activities to facilitate an election for the **Mayoral Primary on Tuesday, April 01, 2014**. The "Seller Agency" will provide the custodial and security services based on the projected usage beyond the scheduled timeframe for the custodial and security staff. The "Seller Agency" will be reimbursed for custodial and security cost provided to the "Buyer Agency" by means of an Intra-District budget transfer.

**IV. SCOPE OF SERVICES**

Pursuant to the applicable authorities and in the furtherance of the shared goals of the Parties to carry out the purposes of this MOU expeditiously and economically, the Parties hereby agree as follows:

**A. RESPONSIBILITIES OF SELLER AGENCY**

1. The "Seller Agency" will make sure that the funds for this project are reflected in the budget line item detail screen and the appropriate accumulators.
2. The "Seller Agency" must establish an agency Intra-District fund with a corresponding index that ties to the fund and agency organizational structure.
3. The "Seller Agency" must provide the projected costs of providing the services under this MOU and detailed on the attached Intra-District Standard Request form.

## **B. RESPONSIBILITIES OF BUYER AGENCY**

The "Buyer Agency" agrees to the terms, projected costs, and fund availability associated with this MOU.

## **V. DURATION OF THIS MOU**

### **A. PERIOD**

The period of this MOU shall be from Tuesday, April 01, 2014 until September 30, 2014, unless terminated in writing by "the Parties" pursuant to Section XI of this MOU.

## **VI. FUNDING PROVISIONS**

### **A. COST OF SERVICES**

The projected cost to be incurred by BOE is a total of \$36,392.46 (\$8,803.71 for the custodial services, and \$27,588.75 for the security services), which is detailed in the attached conditionally approved agreement.

### **B. PAYMENT**

1. Payment for all the goods and services shall be made through an Intra-District advance by BOE to DCPS based on the actual cost of services under this MOU, which total amount is \$36,392.46.
2. Advancement of funds to DCPS for the services to be performed shall not exceed the amount of this MOU.
3. DCPS will bill BOE through the Intra-District process only for the those services actually provided pursuant to the terms of this MOU; and, DCPS will return any excess advance funds to BOE by September 30 of the current fiscal year.
4. The Parties' Directors or their designees shall use their best efforts to 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 the Chief Financial Officer.

### **C. ANTI-DEFICIENCY CONSIDERATIONS**

The Parties acknowledge and agree that nothing in this MOU creates a financial obligation in anticipation of an appropriation and that 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, (iii) D.C. Official Code § 47-105, and (iv) D.C. Official Code § 1-204.46, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.



## **VII. AMENDMENTS AND MODIFICATIONS**

The terms and conditions of this MOU may be modified only upon written agreement by the Parties.

## **VIII. CONSISTENT WITH LAW**

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

## **IX. COMPLIANCE AND MONITORING**

As this MOU is funded by District of Columbia funds, DCPS will be subject to scheduled monitoring reviews to ensure compliance with all applicable requirements.

## **X. RECORDS AND REPORTS**

“Seller Agency” shall maintain records for the expenditure of all funds provided pursuant to this MOU for a period of no less than three years from the date of expiration or termination of this MOU and, upon the District of Columbia’s request, make these documents available for inspection by duly authorized representatives of “Buyer Agency” and other officials as may be specified by the District of Columbia in its sole discretion.

## **XI. TERMINATION**

In the event of termination of this MOU, payment to the “Seller Agency” shall be held in abeyance until all required fiscal reconciliation, but not later than September 30 of the then current fiscal year.

## **XII. NOTICES**

The following individuals are the contact points for each Party:

### **For BOE:**

Sylvia Goldsberry-Adams  
Elections Operations Manager  
District of Columbia Board of Elections      441 4<sup>th</sup> Street, NW,  
Washington, D.C. 20001  
(202) 727-2090

### **For DGS on behalf of DCPS:**

Tonia L. Proctor, Supervisory Realty Specialist  
DGS Realty Office  
2000 14<sup>th</sup> St. NW, 5<sup>th</sup> Floor  
Washington DC 20009  
(202) 442-5199

## **XIII. PROCUREMENT PRACTICES ACT**

If a District of Columbia agency or instrumentality plans to utilize the goods and/or services of an agent, contractor, consultant or other third party to provide any of the goods and/or services under this MOU, then the agency or instrumentality shall abide by the provisions of the District of Columbia Procurement Practices Act of 1985 (D.C. Official Code § 2-301.01, *et seq.*) to procure the goods or services.

#### **XIV. CONFIDENTIAL INFORMATION**

The Parties to this MOU will use, restrict, safeguard and dispose of all information related to services provided by this MOU in accordance with all relevant federal and local statutes, regulations, and policies. Information received by either Party in the performance of responsibilities associated with the performance of this MOU shall remain the property of the "Buyer Agency".

**IN WITNESS WHEREOF**, the Parties hereto have executed this MOU as follows:

**DISTRICT OF COLUMBIA  
BOARD OF ELECTIONS**

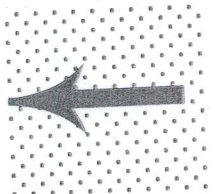
\_\_\_\_\_  
Clifford D. Tatum, Esq.  
Executive Director

\_\_\_\_\_  
Date

**DISTRICT OF COLUMBIA  
PUBLIC SCHOOLS**

WRude for K. Henderson  
Kaya Henderson  
Chancellor of Schools

\_\_\_\_\_  
Date



**Memorandum of Agreement  
On School Safety  
Between  
District of Columbia Public Schools  
and  
Metropolitan Police Department**

**A. Purpose**

This document represents a Memorandum of Agreement (MOA) as required by DC Code Section 5-132.04(d) between the Metropolitan Police Department (MPD) on behalf of all members of the MPD School Safety Division, the Contract Monitoring Division, Assistant Chiefs and District Commanders, and the District of Columbia Public Schools (DCPS) on behalf of the Office of School Operations, the Office of School Security, and all superintendents, principals and key school-based staff, to cooperatively implement a security program in the schools within DCPS. The parties acknowledge that the "School Safety and Security Contracting Procedures Emergency Act of 2004" transferred the authority for procurement and management of a new school security guard contract to the MPD. According to the Comprehensive Plan to Implement the School Safety Act of 2005 (the "Plan"), the parties must undertake certain duties with respect to the following areas of responsibility:

1. Establishment of points of contact between the respective agencies;
2. Number and Placement of guards at predetermined locations; J schedule
3. Creation of post orders for security guards and updated each school year; modified when applicable
4. Performance of security functions as defined by the security guard contract, MPD school security directives, and post orders, as well as monitoring and supervision of security guard services;
5. Establishment of a school security program to prevent unauthorized persons from entering the school and to prevent weapons and other prohibited items from being brought into the school;
6. Enforcement of District of Columbia code of Student Rights and Responsibilities and Student Discipline (5 District of Columbia Municipal Regulations, Chapter 24, *Student Rights and Responsibilities*, and Chapter 25, *Student Discipline*) and other DCPS policies and procedures related to school safety; DCPS is the entity to handle such; MPD does not enforce said regulations
7. Management of requests for guards to ensure that hours and expenditures do not exceed those defined in the security guard contract;
8. Provision of a command center for 24-hour alarm and surveillance camera monitoring, dispatching, and communication;
9. Provision of security equipment for use by security personnel;
10. Provision of office space and equipment for use by security guard contractor;
11. Provision of incident reporting by security guards, user's manuals, and training for the security guard contractor, and upgrading the database(s);
12. Utilizing OCP's contract evaluation system on contract companies providing services to DCPS facilities
13. Securing school buildings and responding to intrusion detection alarms when the security guard contractor is not on duty;



14. Establishing and following protocols for information sharing and rapid communication regarding incidents that may impact the safety of DCPS students, teachers, and staff; MPD and contract personnel, and visitors to DCPS facilities
15. Establishing protocols for official notifications of partial or full school closures;
16. Ensuring a smooth transition between school security contractors: training certificates, building orientations, names of contract personnel recommended for retention;
17. Establishing protocols for developing fiscal year budgets;
18. Establishing protocols for the release of information to the news media;
19. Establishing protocols for the sharing of DCPS Student Records with MPD; and
20. Establishing protocols for the review and modification, as necessary, of this MOA.

## **B. Definitions**

### **MPD Contract Administrator (MPD CA)**

The MPD civilian/official responsible for a) oversight, monitoring and management of the security contract(s), providing private security services for DCPS facilities ("Security Contract"), and b) resolving all Security Contractor and contract-related issues or concerns.

The MPD CA provides direct supervision over MPD Contract Compliance Monitors and communicates with the Security Contractor and the District of Columbia Office of Contracting and Procurement (OCP). The MPD CA shall be

Janice Sullivan  
Phone: (202) 497-5106  
E-mail: Janice.Sullivan@dc.gov

In the event that the MPD CA changes, MPD shall notify DCPS in writing immediately. Such notice shall include the new COTR's name, title, address, phone number and e-mail address.

### **Assistant Chief of Police, Patrol Services and School Safety Bureau (PSSSB)**

Oversees the MPD School Safety Division and management of the school security program, including the implementation of the Security Contract.

### **School Safety Division Commander/Inspector**

Manages the MPD School Safety Division and maintains functional supervision over the SROs, SRO Coordinators, and SSD Lieutenants. Provides the day-to-day management of the school safety program in the DCPS and contract management along with the MPD CA.

### **School Safety Division Lieutenant (SSD Lieutenant)**

SSD Lieutenants are assigned to designated patrol district/areas within the PSSSB/SSD. Each lieutenant oversees the activities of the SRO Coordinators and SROs in his or her geographic area of responsibility and ensures duties and responsibilities are handled to ensure the safety of schools and also assists in monitoring the security contractor performance

### **School Resource Officer Coordinator (SRO Coordinator)**

MPD Sergeant responsible for supervising a group of SROs assigned to a group of schools and assist in monitoring Security Contractor performance.

**School Resource Officer (SRO)**

MPD officers that provide a resource to schools (primary focus is on the High schools and then middle schools) via "cluster response model" as assigned by MPD. They are responsible for coordinating outreach and addressing school safety issues, and serving as a resource to students, educators and administrators. Also assist in monitoring the security guards- relative to the contract.

**DCPS Director of School Operations**

Oversees DCPS security operations and management of the school safety program including the joint coordination of the Security Contract.

**MPD School Safety Division (MPD SSD)**

The MPD unit is responsible for the overall coordination of the SROs and SRO Coordinators, and for the overall management and coordination of the Security Contract.

**DCPS Office of School Security (DCPS OSS)**

The DCPS OSS is responsible for the school security program within DCPS and coordinates with the MPD SSD on contracted security services. DCPS OSS initiates and submits requests for security to the MPD CA for security officers to perform security for the Before and After School Programs and for special events. The DCPS OSS assists the MPD SSD with contract monitoring of security officers to ensure they are in compliance with the Security Contract. Also provides support via electronic monitoring of schools via burglar/intrusion alarms

**DCPS Command Center (DCPSCC)**

The DCPSCC's mission is to monitor school surveillance cameras, fire alarms and intrusion alarms, and to dispatch DCPS Special Police Officers to DCPS schools and properties in timely fashion. They shall also call 911 for MPD's assistance for alarms that they designate. Also provides video coverage upon request to complete investigations

**The Office of Unified Communications (OUC)**

Consolidates the emergency 911 call from MPD, and Fire and Emergency Medical Services (FEMS) and citizens, school administrators. . The OUC provides centralized, District-wide coordination and management of public safety voice radio technology and other public safety wireless communication systems and resources.

**Prescribing Authority**

The Principal's or named designee's authority over Security Contractor personnel on matters relating to security matters on a temporary basis, which may consist of the authority to direct such personnel's attention to a particular location and make requests that are not defined in the post orders but within the scope of contract regulations and budget. DCPS Principals or named designees are responsible for functions within their facility that are outside the scope of contract, which includes the closure of their facility on a daily basis.

**Contract Compliance Monitors**

The Contract Compliance Monitors are responsible for daily on-site inspection and monitoring of Security Contractor performance to ensure compliance with all terms and obligations under the Security Contract.



### Security Contractor

The firm(s) under contract with the MPD to provide school security services for DCPS.

### C. General Agreements

1. DCPS will distribute this MOA to all members of the DCPS OSS and all superintendents, principals, and key school-based staff; MPD will distribute this MOA to all members of the MPD SSD, the Contract Monitoring Office, all assistant chiefs, and district commanders.
2. DCPS and MPD obligations listed under each agreement topic below must be fulfilled to ensure the provision of basic security/safety services in D.C. Public Schools.
3. Adherence to the provisions of this MOA will be cross-monitored by MPD and DCPS. Either party may notify the other party of a non-compliance issue at any time. If a satisfactory response to such notification is not received within 10 business days of the notification, then the issue may be elevated by notifying the DCPS Chancellor and the Chief of Police. In the case of an emergency, a report of non-compliance may be made immediately to the DCPS Chancellor and Chief of Police without waiting 10 business days. All notices must be sent to each party's point of contact, as provided below.
  - a. MPD's point of contact for this MOA (MPD MOA POC) shall initially be  

Diane Groomes, Assistant Chief of Police  
Phone/E-mail: (202) 576-6660; [diane.groomes@dc.gov](mailto:diane.groomes@dc.gov)
  - b. MPD's point of contact for day-to-day operations under this MOA ("MPD POC") shall initially be  

Dave Taylor, Inspector  
(202) 576-6600; [david.taylor@dc.gov](mailto:david.taylor@dc.gov)
  - c. DCPS' point of contact for this MOA (DCPS MOA POC) shall initially be  

Rebecca Newman, DCPS Director of Business Operations  
Phone/E-mail: (202) 442-5309, [rebecca.newman@dc.gov](mailto:rebecca.newman@dc.gov)
  - d. DCPS' point of contact for day-to-day operations under this MOA ("DCPS POC") shall initially be:  

Mary Outlaw, DCPS Director of School Operations  
Phone/E-mail: 202-442-5192, [mary.outlaw@dc.gov](mailto:mary.outlaw@dc.gov)
  - e. MPD understand each school Principal is the primary custodian of the school and its educational activities and school functions; however, when police action is required because of a violation of the law or in a time of declared emergency, MPD will act according to MPD police procedures and applicable laws, while keeping the Principal informed of their actions.
4. DCPS and MPD agree to comply with the requirements of the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99) (FERPA). FERPA protects the privacy



of personally identifiable information from student education records and is applicable to any request for student records. Personally identifiable information from education records may be shared with MPD without parental consent when necessary to protect the health or safety of a DCPS student in an emergency situation

#### D. Specific Agreements

	Provision	MPD Obligation	DCPS Obligation
1	Establishment of points of contact between the respective agencies;	1. See §§ C (3)(a) and (b) of this MOA. In the event that any MPD point of contact changes, MPD agrees to notify DCPS as soon as possible in writing. Such notice shall include the new point of contact's name, title, address, phone number and e-mail address.	1. See §§ C (3)(c) and (d). In the event that any DCPS point of contact changes, DCPS agrees to notify MPD as soon as possible in writing. Such notice shall include the new point of contact's name, title, address, phone number and e-mail address.
2	Placement of guards at predetermined locations;	<p>1. Four weeks prior to the start of the school year, the MPD CA will notify the DCPS POC of the proposed locations and times for the deployment of Security Contractor personnel and equipment (deployment plan- See RFP Attachment J-1: "Security Sites and Times of Required Services"). Deployment locations will not include DCPS administration facilities or transportation lots. Also if there is a new BID option or BID process this will be done prior to two weeks. Also will be done prior to two weeks if DCPS reduces amount of guards due to budgetary issues</p> <p>2. MPD in conjunction with DCPS OSS will determine the minimum number of Security Contractor personnel assigned and the amount and location of video camera equipment to be put in use at the deployment locations. This aspect of the deployment plan will be based upon an evaluation of facility, risk assessments, surveys, trend analysis and/or incident reporting, and MPD will make adjustments in the deployment plan as agreed to by DCPS.</p> <p>3. MPD will ensure that the Security Contractor abides by the specifications of the deployment plan – written post orders</p> <p>4. The MPD CA will notify the Security Contractor of any changes to the deployment plan.</p> <p>5. The MPD CA will notify DCPS POC 3 business days in advance of any</p>	<p>1. The DCPS POC will forward to the MPD POC for review and comment a draft of the DCPS policy for the identification and designation of unsafe schools as "persistently dangerous" as required by 20 USC § 7912 (2002) of the No Child Left Behind Act of 2001.</p> <p>2. DCPS will provide at least two Contract Compliance Monitors to assist with compliance monitoring of the Security Contract.</p> <p>3. The DCPS POC will collect and forward to the MPD POC all DCPS funded requests for security services. Each request shall be made in writing within five (5) business days and be accompanied by a justification for the request. Certain requests may require a MPD reimbursable detail.</p> <p>4. The DCPS POC will notify the MPD POC of any requests for security services not in the deployment plan at least five (5) business days prior to the date of such services and understand contractor may deny these.</p> <p>5. DCPS will document in writing and request of MPD that Security Contractor personnel be removed when their performance is deficient.</p> <p>6. DCPS will communicate in writing any reports of deficient performance regarding SROs and may request reassignment if DCPS deems reassignment to be in the best interest</p>

	Provision	MPD Obligation	DCPS Obligation
		<p>emergency changes to the deployment plan. If the change to the deployment plan is not an emergency, the MPD CA will notify DCPS POC 5-7 business days in advance of changes to deployment plan.</p> <p>6. MPD will direct the Security Contractor to remove from the contract and not reassign Security Contractor personnel with a history of complaints or performance deficiencies that are based on cause</p> <p>7. MPD will promptly address concerns with the performance of any SRO that is reported by DCPS</p> <p>8. MPD needs at least five (5) business days notice to supply Security Contractor personnel for requested events because Security Contractors must be given three (3) business days notice to supply personnel for requested events.</p> <p>9. MPD CA will notify DCPS OSS of any events that cannot be staffed by Security Contractor personnel.</p>	<p>of the school.</p>
3	Having an updated school safety general order, safety plans established by principals, post orders, and post shifts;	<p>1. MPD CA will ensure that prior to the deployment of Security Contractor personnel, the Security Contractor prepares security post orders for each post, on each shift, at each facility, and that the interests, comments and suggestions of the Principal are duly considered in the development of the post orders; however, MPD will make all final determinations of security post orders.</p>	<p>1. Principals or their designees will respond to requests from MPD personnel for their input into the development of security post orders, and the Principals' interests, comments and suggestions will be in accordance with the city-wide security directives and the Security Contract. Once they have reviewed, provided input, and approved post orders, Principals will sign said post orders.</p> <p>2. Principals through prescribing authority can make temporary amendments to Security Post Orders at their discretion in consultation with the DCPS OSS (must be within contract regulations)</p> <p>3. The Principal will chair a regularly-scheduled School Safety Meeting for the purpose of developing and monitoring implementation of a school safety plan and, if necessary, review and make recommendations for revisions of post orders. Attendees shall include but not be limited to SROs, security officers, teachers, custodians, school operations specialist, and the PTA</p>



	Provision	MPD Obligation	DCPS Obligation
			President or a parent of the PTA.
4	Performance of high quality security functions as defined by the security contract, and post orders, as well as monitoring and supervision of security guard services;	<ol style="list-style-type: none"> <li>1. In the event of an identified safety issue or emergency law enforcement situation, members of the MPD by virtue of their training and expertise, may exercise overriding law enforcement authority over the Security Contractor personnel and school administration. This overriding law enforcement authority may include giving direction to Security Contractor personnel, correcting deficiencies and maintaining the level of performance required by the Security Contract, and giving direction to school administration and staff in the event of an emergency.</li> <li>2. SROs and SRO Coordinators will be the lead for MPD in the daily delivery and monitoring of safety and outreach services at the schools to which they are assigned.</li> <li>3. SROs will be deployed to deliver services to the schools assigned to their clusters (primary focus is on the high schools) and also address issues arise in any school that is brought to their attention internally or by a DCPS administrator, principal, teacher.</li> <li>4. SROs will check on all schools daily assigned to their cluster. The SROs will notify an SRO Coordinator if there are security related concerns raised by the Principal. The SRO will provide support by patrolling hallways. The SRO shall also provide outreach services to students and parents and to school staff upon request. SROs will be utilized on the routes utilized on the SAFE Passage routes and report to the DCPS OSS, the MPD SSD, and MPD District Watch Commanders any threats of violence or retaliation that comes to the SRO's attention.</li> <li>5. SROs, using their auditing authority, will inspect the work of the Security</li> </ol>	<ol style="list-style-type: none"> <li>1. Principals or their designees will exercise Prescribing Authority over contractual personnel on matters related to the security needs of the school consistent with the Security Contract, citywide security directives, security post orders, and this MOA. DCPS Principals/or their designees will exercise this authority in consultation and collaboration with the DCPS OSS. A Principal's or designee's Prescribing Authority will allow such principal or designee to direct security contract personnel to staff posts based on urgent security needs. Principals will also audit the performance of Security Contractor personnel located at the school and forward Security Contractor personnel audit reports to the DCPS OSS.</li> <li>2. Principals and designees do not have Prescribing Authority over MPD personnel.</li> <li>3. The Principal/or designee will notify the DCPS OSS of any concerns he or she has relative to the quality of security service being provided by security officers and SROs.</li> <li>4. In addition to chairing the regularly scheduled School Safety Meeting convened by the Principal, the Principals will invite an SRO assigned to the school to sit as a member of the School Safety Planning Committee to ensure security issues are discussed regularly among key school staff and to ensure the SRO is aware of important issues in school management that could impact the school's security program.</li> <li>5. The DCPS OSS will keep the MPD CA informed of any equipment</li> </ol>



	Provision	MPD Obligation	DCPS Obligation
		<p>Contractor's personnel to ensure that the performance of security services is in accordance with established security procedures and guidance, and will prepare a daily report and submit it to the SRO Coordinator or SSD Officials. SSD Officials will submit said report to the MPD CA.</p> <p>6. The MPD CA will notify the DCPS OSS of any security equipment malfunctions noted by the Security Contractor, and request that such malfunctions be repaired in accordance with Section D. 9 of this MOA, Provision of security equipment for use by security personnel (at item 5 under the "DCPS Obligation" column).</p> <p>7. MPD CA or designee will attend regularly scheduled School Safety Meetings when necessary and as requested by DCPS POC.</p>	<p>malfunctions that have been reported and not yet fixed, and provide the MPD CA with an anticipated repair date for any reported malfunctions.</p> <p>6. DCPS OSS will provide the Principal with a copy of any security equipment malfunction notices reported by the MPD CA, along with an expected due date for the repair.</p>
5	Establishment of a school security program to prevent unauthorized persons from entering the school and to prevent weapons and other prohibited items from being brought into the school;	<p>1. The SROs will check daily with the front desk security station and school principal or principal designee for any security issues.</p> <p>2. SROs will ensure that Security Contractor personnel follow established weapons screening procedures during their visit.</p> <p>3. MPD and/or Security Contractor personnel will handle and process evidence and contraband discovered through the internal and external school security screening process.</p> <p>4. MPD is not responsible for repairs, renovations or construction relating to the physical condition of DCPS real property, e.g., improvement and maintenance of entrances, hallways, parking lots, alarms or camera surveillance systems.</p> <p>5. MPD does not serve the "barring notices" that DCPS is required to issue. MPD will assist when requested to ensure that the exchange is not disruptive or violent</p>	<p>1. Principals or their designees, in consultation with the DCPS OSS, will designate security entrances at their schools.</p> <p>2. The DCPS OSS will notify the MPD SSD of designated security entrance points at each school.</p> <p>3. DCPS Principals/or their designees will enforce the Standard Operating Procedures Plan Controlling Access to DC Public School Building policy, which requires all students, faculty, staff, and visitors to enter through designated school entrances.</p> <p>4. DCPS Principals or their designees, in accordance with the Chancellor's Directive, The School Visitors and Barring Notice Procedures, is responsible for will establishing and enforcing, a policy requiring all staff, faculty, and visitors to wear visible identification when in and on school grounds. Staff and faculty who do not have their ID must enter through the designated school security entrance and follow the same protocol as visitors.</p> <p>5. DCPS administrative staff will be present at designated security entrances during the morning screening period to greet</p>

	Provision	MPD Obligation	DCPS Obligation
			<p>students, enforce school rules, handle items prohibited by school policy (cell phones, matches, lighters, etc.), process students who are tardy, and escort students, staff, and visitors to the administrative office, as appropriate.</p> <p>6. DCPS in consultation with the Department of General Services ("DGS") will provide adequate signage on school property (specifically at designated security entrances) explaining the school's security rules and procedures.</p> <p>7. DCPS staff shall issue barring notices and may ask for the assistance of an SRO or other MPD personnel, so that MPD may make an arrest for trespassing if the barred individual violates the barring notice.</p>
6	<p>Enforcement of District of Columbia Codes of Student Rights and Responsibilities and Student Discipline (5 DCMR Chapters 24 and 25), and other DCPS policies and procedures related to school safety. The Chancellor's Directive for School Visitors and Barring Notice Procedures is included as Attachment A</p>	<p>1. SROs will notify Principals about incidents of student behavioral transgressions, which violate the District of Columbia Codes of Student Rights and Responsibilities and Student Discipline when they come to their attention on school property; however do not enforce such; nor make arrests based on such... SROs will also divert students who commit minor criminal infractions to the school administration for action.</p> <p>2. SROs will provide testimony as a witness in investigations undertaken by DCPS officials; however, SROs will not participate in the administration of discipline.</p>	<p>1. The Principal or designee(s) will ensure that enforcement of District of Columbia codes of Student Rights and Responsibilities and Student Discipline are carried out.</p> <p>2. The Principals or designee(s) shall ensure that teachers perform school safety duties, subject to the requirements of any collective bargaining agreements, including being actively at post during change of class; being on time for the arrival of students in the classroom; supervising students in the classroom; reporting illegal or suspicious activities to the school administration immediately.</p> <p>3. Principals may provide a daily list of absent students to MPD and may request that MPD accompany them on a home visit or request a home visit by MPD when available.</p>
7	<p>Management of requests for guards to ensure that hours and expenditures do not exceed those defined in the security guard contract;</p>	<p>1. When a formal request is received by the MPD CA from the DCPS OSS, the MPD CA will determine whether requests for extra security are covered under the scope of the Security Contract. If the request is beyond the scope of the Security Contract another source of funding must be secured by DCPS before the</p>	<p>1. The DCPS OSS will evaluate and forward all approved requests for Security Contractor personnel and personnel reimbursable detail to the MPD CA.</p> <p>2. The DCPS OSS will advise the MPD CA of the source of funding for such extra security when it is not budgeted for in the previously</p>



	Provision	MPD Obligation	DCPS Obligation
		<p>request will be approved.</p> <ol style="list-style-type: none"> <li>MPD CA will honor requests by DCPS OSS for extra security under the Security Contract that are within guidelines and timely but DCPS is solely responsible for securing funding.</li> <li>MPD CA will review all special requests for Security Contractor personnel and honor those that are in compliance with the existing contract and submitted by DCPS timely. The MPD CA will facilitate DCPS requests for security contract modification</li> <li>MPD will make recommendations on security for those events that are required to have a reimbursable detail established.</li> <li>MPD will establish a reimbursable detail for special events held on DCPS properties where security requirements have been deemed by MPD, in consultation with DCPS to be beyond the capabilities of Security Contractor personnel alone.</li> <li>MPD will submit invoices on a monthly basis to DCPS in the agreed upon xls. format from the vendor entitled, "Consolidated Invoice (Month)". <ul style="list-style-type: none"> <li>Consolidated invoice shall be certified by MPD</li> <li>Approved consolidated invoice shall be sent to DCPS within 30-45 days upon the close of the month.</li> </ul> </li> </ol>	<p>approved security budget for the school.</p> <ol style="list-style-type: none"> <li>In the event that DCPS utilizes extra security that is deemed outside the scope of the Security Contract, DCPS will be responsible for payment</li> <li>The DCPS OSS will notify MPD (10) business days in advance of any event where it is believed that MPD reimbursable detail will be necessary.</li> <li>For special requests for Security Contractor personnel, DCPS will notify MPD at least five (5) business days in advance. The MPD CA will receive a copy of this request and ensure that the event is staffed with Security Contractor personnel. Only requests for special events forwarded to the MPD CA via the DCPS OSS will be honored.</li> <li>DCPS will render payment for any reimbursable detail for special events held on DCPS properties where security requirements have been deemed by MPD, in consultation with DCPS OSS, to be beyond the capabilities of Security Contractor personnel alone.</li> </ol>
8	Provision of a command center for 24-hour alarm and surveillance camera monitoring, dispatching, and communication;	<ol style="list-style-type: none"> <li>MPD will report school security-related incidents to the DCPSCC in an email format to DCPS, and will direct the Security Contractor and Security Contractor personnel to follow DCPS's established protocol for incident reporting</li> <li>MPD will submit requests for video surveillance records within 10-days of the incident as requested by DCPS OSS.</li> <li>MPD will use video surveillance records only for criminal investigations or to improve security services in the schools.</li> </ol>	<ol style="list-style-type: none"> <li>The DCPSCC is located in the Unified Joint Command Center of Homeland Security and Emergency Management Agency.</li> <li>DCPS will provide MPD access to the video surveillance records and live feeds as necessary for criminal investigations and to improve school security.</li> <li>DCPS will provide MPD with a copy of the requested video surveillance record within 24-hours or as soon as possible, Monday through Friday. Provided there are no technical issues with the cameras that prevent the capturing of the</li> </ol>



	Provision	MPD Obligation	DCPS Obligation
			video. 4. DCPS will provide staffing for the DCPSCC.
9	Provision of security equipment for use by security personnel;	<ol style="list-style-type: none"> <li>1. The MPD CA will ensure that the Security Contractor prepares a security deficiency notice when DCPS security equipment is malfunctioning, inoperable or in poor working condition. A copy of the deficiency notice will be provided to the DCPS OSS so that repairs may be arranged quickly by DCPS.</li> <li>2. MPD will ensure that Security Contractor personnel effectively monitor school security during times when school security equipment is malfunctioning, inoperable or in poor working condition, and will report the status of repairs to the Security Contractor.</li> <li>3. MPD will ensure that the security communication equipment utilized by the Security Contractor personnel meets the standards and recommendations set forth by the OUC</li> <li>4. MPD and/or the Security Contractor will not provide fuel for DCPS owned or leased vehicles;</li> <li>5. MPD and/or the Security Contractor will not provide vehicles for DCPS use.</li> <li>6. The MPD CA will transfer security equipment provided by DCPS to the Security Contractor in a manner, which ensures proper inventory management and accountability.</li> <li>7. After 72-hours of security equipment inoperability, the MPD CA will discuss with DCPS whether such equipment is to be repaired or replaced.</li> <li>8. MPD will ensure all SROs are trained on the use of all security equipment and are ready to fill in on an emergency basis.</li> <li>9. The MPD CA will provide DCPS with fuel logs for security vehicles to DCPS monthly.</li> <li>10. The MPD SSD officials will assist in the identification of surveillance</li> </ol>	<ol style="list-style-type: none"> <li>1. DCPS will provide security equipment as applicable on a school by school basis, including CCTV, X-ray machines, walk-through and hand-held metal detectors, alarm systems, communication devices and other equipment as agreed to by the parties, but all property furnished to MPD or Security Contractor personnel by DCPS shall remain the property of DCPS. DCPS shall monitor inventory of supplied equipment.</li> <li>2. DCPS will be responsible for the installation of all technology/security screening equipment in consultation with MPD.</li> <li>3. DCPS will ensure the calibration of security screening equipment in accordance with D.C. Mun. Regs. Subt. 5-E, §2404.9.</li> <li>4. DCPS will ensure a maintenance agreement is in place for all technology/security screening equipment</li> <li>5. As soon as notified of a security equipment malfunction, DCPS will rapidly move to have the equipment repaired within 48-hours, keeping the MPD CA and the MPD SSD informed as to the progress of the equipment repair.</li> <li>6. After security equipment is inoperable for more than 72-hours, the MPD CA and the DCPS will discuss whether to repair or replace the equipment.</li> <li>7. DCPS will provide fuel for specifically designated Security Contractor vehicles as provided under the Security Contract, with access to City operated fueling stations on a 24/7/365 basis.</li> </ol>

	Provision	MPD Obligation	DCPS Obligation
		camera "dead spots," e.g., doors, hallways stairwells and parking lots, as well as identify cameras needing zoom technology, and forward these recommendations to the DCPS POC for corrective action by DCPS.	
10	Provision of office space and equipment for use by security guard contractor;	1. MPD will provide office space and office equipment for the MPD CA, MPD Contract Compliance Monitors and MPD SSD.	<ol style="list-style-type: none"> <li>1. DCPS shall make space available for the efficient operation of security services provided by Security Contractor personnel and SROs, subject to any use agreement, which may be required by the Office of Realty Services within DGS.</li> <li>2. DCPS will provide a sign-in/sign-out log for Security Contractor personnel in the main office of each school to ensure accountability. (phone system/automated)</li> <li>3. DCPS will direct DGS to repair or replace facilities infrastructure at DCPS real property sites as identified by DCPS personnel (e.g. holes in fences, broken doors and locks, and other facilities maintenance issues), and DCPS will provide a weekly report to the MPD CA on the status of the repair work.</li> </ol>
11	Provision of an incident reporting system, user's manuals, and training for the security guard contractor, and upgrading the database(s);	<ol style="list-style-type: none"> <li>1. MPD will ensure that the Security Contractor fulfills contractual requirements to provide incident reports to DCPS OSS in the format required by DCPS OSS.</li> <li>2. MPD will review daily incident summary reports provided by DCPS to vet issues or to analyze trends</li> </ol>	<ol style="list-style-type: none"> <li>1. DCPS will identify and implement an automated solution for the capture and sharing of incident(s) and related reporting systems. DCPS will enter the incident data provided by the Security Contractor into the DCPS Incident Tracker Database (i.e. the incident reporting system utilized by DCPS). DCPS will share the data from the DCPS Incident Tracker Database with MPD SSD.</li> <li>2. DCPS will provide training to the Security Contractor and MPD personnel on the reporting system, system user's manuals, and related materials and systems.</li> <li>3. Provided it is allowed to do so under FERPA, DCPS will provide adequate and timely notice to SROs when a student in an SRO's</li> </ol>

	Provision	MPD Obligation	DCPS Obligation
			<p>school transfers under provisions of the Unsafe School Choice Option of the NCLB Act of 2001, 20 USC §§6301 &amp; 7912 (2002), which provide that a student be given the choice to attend a safe public school within the District if he or she</p> <ol style="list-style-type: none"> <li>attends a persistently dangerous elementary or secondary school or</li> <li>becomes a victim of a violent crime while in or on the grounds of a public school the student attends.</li> </ol> <ol style="list-style-type: none"> <li>The DCPS POC will forward to the MPD POC a copy of the DCPS Annual Report to the U.S. Department of Education, required by the Federal Gun-Free Schools Act (GFSA) listing the number of students expelled for carrying a firearm to school, by type of firearm, and name of school, (20 USC § 7151 (d)(2)(A)-(C) and (e).</li> <li>DCPS and MPD will create and implement a plan of action for resolving security matters, including matters which are "open" or "pending," "referred to MPD" or "referred to DC Fire and Emergency Medical Services" ("Unresolved Matters"), in order to update the DCPS Incident Tracker Database and bring to closure or final disposition the incidents related to all Unresolved Matters, including forwarding copies of reports related to all Unresolved Matters.</li> </ol>
12	Design and implement a contract performance evaluation system;	<ol style="list-style-type: none"> <li>MPD SSD and DCPS OSS will develop a contract performance evaluation system.</li> <li>MPD SSD and DCPS OSS will work together to collect and analyze Security Contract performance data, and prepare a yearly contract performance report.</li> <li>MPD will audit the performance of the Security Contractor each year to evaluate Security Contractor's performance and adherence to the terms and conditions of the Security Contract.</li> <li>MPD will complete quarterly</li> </ol>	<ol style="list-style-type: none"> <li>DCPS will provide relevant data to MPD, subject to the requirements of FERPA, for MPD's audit, review and assessment of Security Contractor's performance and adherence to the terms and conditions of the Security Contract.</li> <li>DCPS will provide at least two employees to perform contract monitoring and compliance in conjunction with MPD.</li> <li>DCPS will utilize the Security Compliance Inspection form for performance monitoring (See</li> </ol>



	Provision	MPD Obligation	DCPS Obligation
		<p>performance sheets provided by the DC Office of Contracting and Procurement. The performance sheets will be shared with DCPS POC.</p> <p>5. MPD will send contract deficiency reports to OCP upon receipt.</p> <p>6. MPD will utilize the Security Compliance Inspection form for performance monitoring (See attachment B).</p>	attachment A).
13	Securing school buildings and responding to intrusion detection alarms when the security guard contractor is not on duty;	<p>1. MPD will provide regular patrols of school building grounds as part of its normal Police Service Area (PSA) patrol coverage when Security Contractor personnel are not on duty.</p> <p>2. Upon notification, MPD will respond to reported breeches of security involving schools and alarm activations.</p>	<p>1. DCPS Principals or their designees will ensure that buildings are not open to students and visitors until Security Contractor personnel are in place to ensure proper screening. If Security Contractor personnel are not in place for the arrival of students and visitors, the Principal or their designee shall immediately contact the DCPSCC so that contract security personnel can be put on duty. If contract security personnel are not on site and in place to screen students and visitors within twenty (20) minutes of the scheduled time to open the building for the arrival of students and visitors, the Principal or designee shall again contact the DCPSCC.</p> <p>2. Principals will ensure that building engineers close their school buildings following the "final sweep" each day to ensure no persons remain in the building. The Principal or their designee will be accountable for ensuring the school is secure and sound.</p> <p>3. The Principal or their designee shall be accountable for ensuring the safety of students and staff who use the building after security personnel are no longer on duty. Any breach of the building after hours must be reported to the DCPSCC. The Principal is responsible for knowing who is in the building at all times and for ensuring that no child/youth is left alone without adult supervision.</p> <p>4. The DCPSCC will dispatch DCPS Physical Security Unit personnel to a school when there is a breach</p>

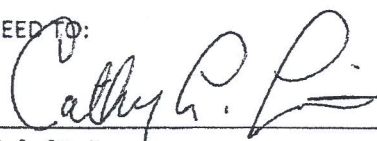
	Provision	MPD Obligation	DCPS Obligation
			<p>of security.</p> <p>5. The DCPSCC will notify the OUC Dispatch Center whenever school security alarms are activated and the DCPS Physical Security Unit responds, which may include a request for assistance to MPD.</p>
14	Establishing and following protocols for information sharing and rapid communication regarding incidents that may impact the safety of DCPS students, teachers, and staff; MPD and contract personnel, and visitors to DCPS locations;	<p>1. MPD SSD shall ensure that the DCPS OSS and Principals or their designees are made aware of significant incidents of crimes occurring or that may occur outside schools that may disrupt normal school operations. This communication will be accomplished through a number of means to include a conference call between parties responsible for school safety to be held each day at 1pm and through real time emails to the DCPS POC.</p> <p>2. MPD patrol district personnel shall also notify SSD of any school related offense and incident coming to their attention.</p> <p>3. The SRO shall ensure that all incidents of a criminal nature or of a non-criminal nature involving the safety or security of the school are reported to a MPD SSD official.</p> <p>4. MPD SSD will prepare an internal daily report of notable incidents and crimes occurring during the school day.</p> <p>5. MPD SSD will conduct home visits in cases where DCPS has notified MPD of a health or safety emergency involving a student.</p>	<p>1. Principals will notify the DCPS OSS about incidents that occur after-hours or on the weekends that may have an impact on school safety.</p> <p>2. DCPS OSS shall immediately notify MPD SSD of any issues brought to their attention that may have an impact on school safety.</p>
15	Establishing protocols for official notifications of partial or full school closures;	<p>1. The MPD CA will review notifications of partial or full school closures from the DCPS OSS and take appropriate action with respect to Security Contractor personnel staffing assignments.</p> <p>2. The MPD CA will not relieve Security Contractor personnel or SROs from school locations due to a partial or full school closure until receiving official notification from the DCPS OSS.</p>	<p>1. The DCPS OSS will be responsible for officially notifying MPD CA of any partial or full school closures, and any DCPS-required security deployment.</p>
16	Ensuring a smooth transition between school security	<p>1. MPD CA will obtain security officer certifications and training certificates.</p>	<p>1. Notify MPD CA of additional or revised Security Contractor personnel training requirements.</p>



	Provision	MPD Obligation	DCPS Obligation
	contractors: training certificates, building orientation, names of contract personnel recommended for retention;	<ol style="list-style-type: none"> <li>2. MPD CA will ensure all security contract personnel meet the minimum training requirements under the Contract.</li> <li>3. MPD CA will ensure the training curriculum for Security Contractors is approved by the MPD Training Academy.</li> <li>4. MPD CA will coordinate any additional security contract personnel training as required by DCPS.</li> </ol>	
17	Establishing protocols for developing fiscal year budgets;	<ol style="list-style-type: none"> <li>1. MPD will collaborate with DCPS on drafting the yearly request for DCPS appropriations for school security. This mutual effort to determine the appropriations request will begin at least 60 days prior to the due date of the appropriation's submission.</li> <li>2. MPD will provide financial updates to DCPS summarizing expenditures and security hours upon receipt and certification of invoices.</li> </ol>	<ol style="list-style-type: none"> <li>1. DCPS will prepare an annual budget to cover anticipated security expenses.</li> <li>2. DCPS will monitor its annual security budget and may revise it based on projections and financial data provided by MPD.</li> </ol>
18	Establishing protocols for the release of information to the news media;	<ol style="list-style-type: none"> <li>1. MPD will coordinate with the DCPS Office of Communications regarding the release of information to the public stemming from incidents on DCPS properties involving the MPD and/or Security Contractor Personnel.</li> <li>2. MPD will address inquiries regarding criminal/juvenile investigations stemming from incidents on DCPS properties.</li> <li>3. MPD shall address inquiries regarding the performance of MPD or Security Contractor personnel.</li> <li>4. MPD will share with DCPS data related to incidents on DCPS properties involving the MPD and/or Security Contractor personnel.</li> </ol>	<ol style="list-style-type: none"> <li>1. DCPS will coordinate with MPD Communications staff regarding the release of information to the public stemming from incidents on DCPS properties involving the MPD and/or Security Contractor personnel.</li> <li>2. DCPS will address inquiries regarding incidents on DCPS properties and their impact on the learning environment.</li> <li>3. DCPS will defer to MPD Communications staff to discuss investigative details and/or performance issues regarding MPD or Security Contractor personnel.</li> <li>4. DCPS will share with MPD data related to incidents on DCPS properties involving the MPD and/or Security Contractor personnel.</li> </ol>

	Provision	MPD Obligation	DCPS Obligation
19	Sharing of DCPS Student Records with MPD; and,	<p>1.MPD will comply with the provisions of FERPA.</p> <p>2.MPD may request student education record information under the following conditions/circumstances:</p> <ul style="list-style-type: none"> <li>To comply with a judicial order or lawfully issued subpoena;</li> <li>In cases of health and safety emergencies; and</li> <li>As necessary to carry out its security duties owed to DCPS under this MOA, including the pursuit of truancy matters, as requested by DCPS.</li> </ul>	<p>1.DCPS will comply with the provisions of FERPA.</p> <p>2.DCPS will provide student education record information to the MPD under the following conditions/circumstances:</p> <ul style="list-style-type: none"> <li>To comply with a judicial order or lawfully issued subpoena;</li> <li>In cases of health and safety emergencies; and</li> <li>As necessary for MPD to carry out its security duties owed to DCPS under this MOA, including the pursuit of truancy matters.</li> </ul>
21	Establishing protocols for the review and modification, as necessary, of the MOA.	<p>1. The MPD MOA POC will review this MOA with the DCPS MOA POC and approve it every three years by dates of the final signature but no later than July 31, prior to the upcoming school year. Special circumstances may require review prior the triennial renewal date.</p> <p>2. The MPD MOA POC may seek changes to the MOA during the school year in consultation with the DCPS MOA POC.</p> <p>3. Modifications may be made upon the signature of both agency heads.</p> <p>4. Issues that cannot be resolved by the MPD MOA POC and the DCPS MOA POC will be elevated to the Chief of Police.</p> <p>5. The Chief of Police may resolve conflicts with the Chancellor of DCPS, or may elevate conflicts to the Executive Office of the Mayor for resolution.</p>	<p>1. The DCPS MOA POC will review this MOA with the MPD MOA POC and approve it every three years by date of final signature but no later than July 31, prior to the upcoming school year. Special circumstances may require review prior the triennial renewal date.</p> <p>2. The DCPS MOA POC may seek changes to the MOA during the school year in consultation with the MPD MOA POC.</p> <p>3. Modifications may be made upon the signature of both agency heads.</p> <p>4. Issues that cannot be resolved by the DCPS MOA POC and MPD MOA POC will be elevated to the Chancellor.</p> <p>5. The Chancellor may resolve conflicts with the Chief of Police, or may elevate conflicts to the Executive Office of the Mayor for resolution.</p>

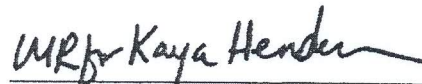
AGREED TO:

  
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Chief of Police  
 Metropolitan Police Department

**FEB 13 2014**

\_\_\_\_\_  
 Date

  
 \_\_\_\_\_

Chancellor  
 District of Columbia Public Schools

2-11-14  
 \_\_\_\_\_  
 Date



**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**THE DISTRICT OF COLUMBIA OFFICE OF THE CHIEF TECHNOLOGY OFFICER**  
**AND**  
**THE DISTRICT OF COLUMBIA PUBLIC SCHOOLS**

**I. INTRODUCTION**

This Memorandum of Understanding ("MOU") is entered into between the District of Columbia Public Schools ("DCPS" or "Buyer"), the buyer agency and the District of Columbia Office of the Chief Technology Officer, the seller agency ("OCTO" or "Seller") collectively referred to herein as the "Parties."

DCPS has requested OCTO to provide consulting services supporting enhancements to the DCPS Office of Out of School Time (OSTP)'s AfterSchool Online Payment system, currently in production. Families participating in the DCPS afterschool program can submit co-payment online, and ensure these payments are accurately deposited in the correct OSTP org code. The current system must be updated to reflect the current funding year.

**II. LEGAL AUTHORITY FOR MOU**

D.C. Official Code § 1-301.01(k) (2010 Supp.).

**III. PROGRAM GOALS AND OBJECTIVES**

DCPS would like to engage OCTO to provide consulting services related to project management, requirements gathering, system design, development and testing for implementation of specified enhancements to the Afterschool Programs Online Payment application.

**IV. SCOPE OF SERVICES**

Pursuant to the applicable authorities and in the furtherance of the shared goals of the Parties to carry out the purposes of this MOU expeditiously and economically, the Parties hereby agree as follows:

**A. RESPONSIBILITIES OF DCPS**

1. The Buyer agrees to the terms, projected cost, and fund availability associated with this MOU.

2. The Buyer agrees to provide access to subject matter experts and DCPS program staff as needed for the purposes of requirements clarification, business process definition, project management and test case generation.
3. The Buyer agrees to identify and communicate a project prioritization and approval process through the DCPS Office of the Chief Operating Officer.
4. The Buyer agrees to provide OCTO with clearly defined priorities for competing projects through the above prioritization and approval process.
5. The Buyer shall review and sign-off on acceptable effort estimates for tasks identified.
6. The Buyer agrees to sign-off on requirements specification documents that will be used as the basis for software development once Buyer finds such documents to be acceptable.
7. The Buyer agrees to process an advance of the projected costs (as stated in Section VI.A below) to the Seller immediately after execution of this MOU.

**B. RESPONSIBILITIES OF OCTO**

1. Provide the cost quote for project management, configuration management, requirements generation, design/development and quality assurance testing work based on the requirements defined by the Buyer.
2. Upon approval of this MOU, OCTO will work with DCPS to develop/create schedule for and complete development and testing work within specified and agreed timeline.
3. Schedule Software Quality Assurance (SQA) and User Acceptance Testing (UAT), providing reports where applicable.
4. Launch new system into production following clients' signoff and approval.
5. Provide the services outlined in this MOU.

**V. DURATION OF MOU**

- A. The term of this MOU shall be from date signed by both parties, through September 30<sup>th</sup>, 2014, unless terminated in writing by the Parties prior to the expiration.
- B. The Parties may extend the term of this MOU by exercising option periods. Option periods may consist of a year, a fraction thereof, or multiple successive fractions of a year. DCPS shall provide notice of its intent to renew an option period, prior to the expiration of the term of this MOU.



- C. The exercise of an option period is subject to the availability of funds at the time of the exercise of the option.

## **VI. FUNDING PROVISIONS**

### **A. COST OF SERVICES**

1. Total and actual cost for services under this MOU shall not exceed \$20,162.00 according to the following breakdown of services:
  - \$5978.00 for 85.4 hours of Project Manager time @ \$70.00 per hour;
  - \$2040.00 for 24 hours of Business Analyst time @ \$85.00 per hour;
  - \$3450.00 for 69 hours of QA Analyst time @ \$50.00 per hour;
  - \$7728.00 for 112 hours of Developer time @ \$69.00 per hour; and
  - \$ 966.00 for 14 hours of Configuration Management time @ \$69.00 per hour for Fiscal Year (FY) 2014.Funding for goods and/or services shall not exceed the actual cost of the goods and/or services. The hourly rates in this section are based on the FY13 rates.
2. DCPS may increase the total number of consulting hours covered by this MOU (and by extension increase the total cost for services under this MOU) by executing an addendum any time prior to the expiration of the term of this MOU. The FY14 hourly rates for each resource is as follows:

Role	Hourly Rate
Business Analyst	\$84.69
Project Manager	\$81.71
Developer	\$78.97
Quality Assurance	\$80.15
Configuration Management	\$81.71

3. The total cost for services was estimated by a review of the functional requirements and is only an estimate. Should the actual effort exceed the cost estimate, Seller will notify Buyer as soon as this overrun is known in order to give the Buyer the option to both proceed and authorize additional funds or to terminate the project.
4. Should the cost for services be less than the estimated costs, the Seller will return the excess funds to the Buyer.
5. In the event of termination of the MOU, payment to Seller shall be held in abeyance until all required fiscal reconciliation, but not longer than September 30 of the current fiscal year.

### **B. PAYMENT**

1. Payment for all of the services shall be made through an Intra-District advance by DCPS to OCTO, based on the total and actual cost of services of this MOU.
2. OCTO shall provide reconciliations explaining the total hours expended against the advance at the rates stated in this MOU upon request.
3. Advances to OCTO for the services to be performed shall not exceed the total and actual amount of this MOU.
4. OCTO shall receive the advance and bill DCPS through the Intra-District process only for those services actually provided pursuant to the terms of this MOU. OCTO shall notify DCPS within forty-five (45) days of the current fiscal year if it has reason to believe that all of the advance will not be billed during the current fiscal year. OCTO will return any excess advance funds to DCPS by September 30 of the current fiscal year.
5. The Parties' Directors or their designees shall use their best efforts to 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.

#### **C. 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 § 1-204.46 (2006 Supp.), as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

#### **VII. COMPLIANCE AND MONITORING**

As this MOU is funded by District of Columbia funds, the seller agency will be subject to scheduled and unscheduled monitoring reviews to ensure compliance with all applicable requirements.

#### **VIII. RECORDS AND REPORTS**

OCTO shall maintain records and receipts for the expenditure of all funds provided for a period of no less than three 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 District of Columbia at its sole discretion.

#### **IX. CONFIDENTIAL INFORMATION**

The Parties to this MOU will use, restrict, safeguard and dispose of all information related to services provided by this MOU, in accordance with all relevant federal and local statutes, regulations, policies. Information received by either Party in the performance of responsibilities associated with the performance of this MOU shall remain the property of the buyer agency.

#### **X. TERMINATION**

Either Party may terminate this MOU in whole or in part by giving sixty (60) calendar days advance written notice to the other Party. In the event of termination of this MOU, payment to the Seller Agency shall be held in abeyance until all required fiscal reconciliation, but not later than September 30 of the then current fiscal year.

#### **XI. NOTICE**

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

##### **For DCPS:**

Chelsea Rock  
Director of Operations  
Office of the Chief Operating Officer  
District of Columbia Public Schools  
1200 First Street, NE  
Washington, DC 20002 Office: 202-442-5125  
[Chelsea.rock@dc.gov](mailto:Chelsea.rock@dc.gov)

##### **For OCTO:**

Shanti Sale  
Group Manager, Application Services  
Office of the Chief Technology Officer  
District of Columbia Government  
200 I Street NE, Office 5216  
Washington, DC 20003  
Office: 202-724-4092  
[shanti.sale@dc.gov](mailto:shanti.sale@dc.gov)

#### **XII. MODIFICATIONS**



The terms and conditions of this MOU may be modified only upon written agreement by the Parties.

### **XIII. MISCELLANEOUS**

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

**IN WITNESS WHEREOF**, the Parties hereto have executed this MOU as follows:

**DCPS:**

WR for Kaya Hend  
Kaya Henderson  
Chancellor, DCPS

Date: 1/15/14

**OCTO:**

\_\_\_\_\_  
Rob Mancini  
Chief Technology Officer, OCTO

Date: \_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**THE DISTRICT OF COLUMBIA OFFICE OF THE CHIEF TECHNOLOGY OFFICER**  
**AND**  
**THE DISTRICT OF COLUMBIA PUBLIC SCHOOLS**

**I. INTRODUCTION**

This Memorandum of Understanding ("MOU") is entered into between the District of Columbia's Office of the Chief Technology Officer, the buyer agency ("OCTO" or "Buyer") and the District of Columbia Public Schools, the seller agency ("DCPS" or "Seller"), individually referred to as the "Party" or collectively referred to herein as the "Parties."

**II. LEGAL AUTHORITY FOR MOU**

D.C. Official Code § 1-301.01(k) (2010 Supp.).

**III. PROGRAM GOALS AND OBJECTIVES**

The purpose of this Agreement is to establish the roles, responsibilities, and procedures under which work shall be performed by DCPS to select and higher a Project Manager to supervise the modernization of DCPS schools. OCTO will provide DCPS with \$200, 000 to hire a Project Manager for the technology infrastructure upgrade.

**IV. SCOPE OF SERVICES**

Pursuant to the applicable authorities and in furtherance of the shared goals of the Parties to carry out the purposes of this MOU expeditiously and economically, the Parties hereby agree as follows:

**A. RESPONSIBILITIES OF DCPS**

The District of Columbia Public Schools will be responsible for the following:

- Interviewing and Contracting a Project Manager

**B. RESPONSIBILITIES OF OCTO**

The Office of the Chief Technology Officer will provide DCPS with the following:

- \$200,000 to hire a Project Manager

## V. DURATION OF MOU

- A. The term of this MOU shall be from the last date signed by both parties, through September 30<sup>th</sup>, 2014, unless terminated in writing by the Parties prior to the expiration.
- B. The Parties may extend the term of this MOU by exercising option periods. Option periods may consist of a year, a fraction thereof, or multiple successive fractions of a year. OCTO shall provide notice of its intent to renew an option period, prior to the expiration of the term of this MOU.
- C. The exercise of an option period is subject to the availability of funds at the time of the exercise of the option.

## VI. FUNDING PROVISIONS

### A. COST OF SERVICES

- 1. Total and actual cost for services under this MOU shall not exceed **\$200,000 for 1,183 service hours provided by Technician at \$169.00 per hour** for Fiscal Year (FY) 2014. Funding for goods and/or services shall not exceed the actual cost of the goods and/or services provided.
- 2. In the event of termination of the MOU, payment to Seller shall be held in abeyance until all required fiscal reconciliation, but not longer than September 30 of the current fiscal year.
- 3. OCTO may increase the total number of service hours covered by this MOU (and by extension increase the total cost for services under this MOU) by executing an addendum any time prior to the expiration of the term of this MOU.

### B. PAYMENT

- 1. Payment for all of the services shall be made through an Intra-District advance by OCTO to DCPS, based on the total cost of services of this MOU.
- 2. DCPS shall provide reconciliations explaining the total hours expended against the advance at the rates stated in this MOU upon request.
- 3. Advances to DCPS for the services to be performed shall not exceed the total and actual amount of this MOU.
- 4. DCPS shall receive the advance and bill OCTO through the Intra-District process only for those services actually provided pursuant to the terms of this MOU. DCPS shall notify OCTO within forty-five (45) days of the current fiscal year if it



has reason to believe that all of the advance will not be billed during the current fiscal year. DCPS will return any excess advance funds to OCTO by September 30 of the current fiscal year.

5. The Parties' Directors or their designees shall use their best efforts to 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.

#### **C. 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 § 1-204.46 (2006 Supp.), as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

#### **VII. COMPLIANCE AND MONITORING**

As this MOU is funded by District of Columbia funds, the seller agency will be subject to scheduled and unscheduled monitoring reviews to ensure compliance with all applicable requirements.

#### **VIII. RECORDS AND REPORTS**

DCPS shall maintain records and receipts for the expenditure of all funds provided for a period of no less than three 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 District of Columbia at its sole discretion.

#### **IX. CONFIDENTIAL INFORMATION**

The Parties to this MOU will use, restrict, safeguard and dispose of all information related to services provided by this MOU, in accordance with all relevant federal and local statutes, regulations, policies. Information received by either Party in the performance of responsibilities associated with the performance of this MOU shall remain the property of the buyer agency.

## **X. TERMINATION**

Either Party may terminate this MOU in whole or in part by giving fifteen (15) calendar days advance written notice to the other Party. In the event of termination of this MOU, payment to the Seller Agency shall be held in abeyance until all required fiscal reconciliation, but not later than September 30 of the then current fiscal year.

## **XI. NOTICE**

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

### **For DCPS:**

Chelsea Rock  
Director of Technology  
Office of the Deputy Chancellor  
District of Columbia Public Schools  
1200 First Street, NE  
Washington, DC 20002  
Office: 202-442-5124  
[chelsea.rock@dc.gov](mailto:chelsea.rock@dc.gov)

### **For OCTO:**

Don Johnson, Director of Operations, DCNet  
655 15th street NW  
Washington, DC 20001  
Phone (202)715-3751  
[don.johnson@dc.gov](mailto:don.johnson@dc.gov)

## **XII. MODIFICATIONS**

The terms and conditions of this MOU may be modified only upon written agreement by the Parties.

## **XIII. MISCELLANEOUS**

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



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

DCPS:

MR for K. Henderson  
Kaya Henderson  
Chancellor, DCPS

Date: 12/13/13

OCTO:

\_\_\_\_\_  
Rob Mancini  
Chief Technology Officer, OCTO

Date: \_\_\_\_\_



**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE DISTRICT OF COLUMBIA OFFICE OF THE CHIEF TECHNOLOGY OFFICER  
AND  
THE DISTRICT OF COLUMBIA PUBLIC SCHOOLS**

**I. INTRODUCTION**

This Memorandum of Understanding (“MOU”) is entered into between the District of Columbia Public Schools (“DCPS” or “Buyer”), the buyer agency and the District of Columbia Office of the Chief Technology Officer, the seller agency (“OCTO” or “Seller”) collectively referred to herein as the “Parties.”

**II. LEGAL AUTHORITY FOR MOU**

D.C. Official Code § 1-301.01(k) (2010 Supp.).

**III. PROGRAM GOALS AND OBJECTIVES**

Provide dedicated IT Tier II level support technician (the “Technician”) to DCPS at School Without Walls (“SWW”). This Technician will manage and maintain IT support on-site at SWW as specified by OCTO-IT ServUS standards. The equipment to be supported by the Technician includes (but is not limited to) the following:

- Desktops/netbooks/laptops;
- Apple computers, including MacBooks;
- Thin client computers; and
- Interactive whiteboards (i.e., Promethean, SMART).

**IV. SCOPE OF SERVICES**

Pursuant to the applicable authorities and in furtherance of the shared goals of the Parties to carry out the purposes of this MOU expeditiously and economically, the Parties hereby agree as follows:

**A. RESPONSIBILITIES OF DCPS**

1. The Buyer agrees to the terms, projected cost, and fund availability associated with this MOU.

2. The Buyer agrees to provide access to subject matter experts and DCPS program staff as needed for the purposes of requirements clarification, business process definition.
3. The Buyer agrees to identify and communicate a project prioritization and approval process through the DCPS Office of the Chief Operating Officer.
4. The Buyer agrees to provide OCTO with clearly defined priorities for competing projects through the above prioritization and approval process.
5. The Buyer shall review and sign-off on acceptable effort estimates for tasks identified.
6. The Buyer agrees to sign-off on requirements specification documents that will be used as the basis for software development once Buyer finds such documents to be acceptable.
7. The Buyer agrees to process an advance of the projected costs (as stated in Section VI.A below) to the Seller immediately after execution of this MOU.

**B. RESPONSIBILITIES OF OCTO**

1. OCTO will recruit and hire a Technician for SWW with the following skill set:

<b>Skill</b>	<b>Required Desired</b>	<b>Amount of Experience</b>
Ability to troubleshoot, support and maintain Promethean Boards	Required	3 Years
Ability to troubleshoot, support and maintain Tandberg Boards	Highly Desired	3 Years
Provide direct desktop support	Required	3 Years
Expertise in supporting Microsoft based HW/SW (2000,XP, and higher)	Required	3 Years
Demonstrated working knowledge of MAC OS 10.x & Office 2008	Required	12 Months
Configure and troubleshoot wireless connectivity	Required	2 Years
Experience and use of remote control tool sets (LANDesk, Bladelogic & DameWare)	Required	12 Months
Experience with Ticket Tracking Systems (preferably Remedy ITSM)	Required	1 Years
Flexible working hours, may require weekends & after normal business hours	Required	
Adhering and working within established policy and procedures	Required	
Meeting and exceeding established programs SLA's	Required	
All candidates interviewed are required to take & pass technical exam	Required	

Troubleshoot, diagnose, resolve and document technical service requests	Required	3 Years
Experience and working knowledge of Active Directory & Active Server Role	Highly Desired	1 Years
Experience and knowledge of ghosting software & Support of specialized apps	Highly Desired	3 Years
Experience with LAN/WAN connectivity issues (toning/tracing ports)	Desired	2 Years
People Skills with thirst for knowledge and willing to learn	Required	
MCSA or MCSE	Desired	

2. This Technician will report to OCTO, follow technical standards and processes set by OCTO and will be evaluated by OCTO. In addition, OCTO will provide technical direction, instruction, training and criteria for performance evaluation to this Technician.
3. **Background Checks.** OCTO shall ensure any personnel it hires to provide services under this MOA submits to all background checks required by DCPS, including, but not limited to, a criminal background check as required by the Criminal Background Checks for the Protection of Children Act of 2004 (D.C. Code § 4-1501.01, *et seq.* (2011)) and any rules promulgated thereunder (including D.C. Mun. Regs. Subt. 6-B, § 412, *et seq.* (2011)), and a tuberculosis screening if required. OCTO shall also ensure that any personnel not submitting to the foregoing is restricted from performing any services at SWW.

## V. DURATION OF MOU

- A. The term of this MOU shall be from the last date signed by both parties, through September 30<sup>th</sup>, 2013, unless terminated in writing by the Parties prior to the expiration.
- B. The Parties may extend the term of this MOU by exercising option periods. Option periods may consist of a year, a fraction thereof, or multiple successive fractions of a year. DCPS shall provide notice of its intent to renew an option period, prior to the expiration of the term of this MOU.
- C. The exercise of an option period is subject to the availability of funds at the time of the exercise of the option.

## VI. FUNDING PROVISIONS

### A. COST OF SERVICES



1. Total and actual cost for services under this MOU shall not exceed **\$84,000 for 1,920 service hours provided by Technician at \$43.75 per hour** for Fiscal Year (FY) 2014. Funding for goods and/or services shall not exceed the actual cost of the goods and/or services provided.
2. In the event of termination of the MOU, payment to Seller shall be held in abeyance until all required fiscal reconciliation, but not longer than September 30 of the current fiscal year.
3. DCPS may increase the total number of service hours covered by this MOU (and by extension increase the total cost for services under this MOU) by executing an addendum any time prior to the expiration of the term of this MOU.

#### **B. PAYMENT**

1. Payment for all of the services shall be made through an Intra-District advance by DCPS to OCTO, based on the total cost of services of this MOU.
2. OCTO shall provide reconciliations explaining the total hours expended against the advance at the rates stated in this MOU upon request.
3. Advances to OCTO for the services to be performed shall not exceed the total and actual amount of this MOU.
4. OCTO shall receive the advance and bill DCPS through the Intra-District process only for those services actually provided pursuant to the terms of this MOU. OCTO shall notify DCPS within forty-five (45) days of the current fiscal year if it has reason to believe that all of the advance will not be billed during the current fiscal year. OCTO will return any excess advance funds to DCPS by September 30 of the current fiscal year.
5. The Parties' Directors or their designees shall use their best efforts to 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.

#### **C. 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 § 1-204.46 (2006 Supp.), as the foregoing statutes may be amended from

time to time, regardless of whether a particular obligation has been expressly so conditioned.

#### **VII. COMPLIANCE AND MONITORING**

As this MOU is funded by District of Columbia funds, the seller agency will be subject to scheduled and unscheduled monitoring reviews to ensure compliance with all applicable requirements.

#### **VIII. RECORDS AND REPORTS**

OCTO shall maintain records and receipts for the expenditure of all funds provided for a period of no less than three 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 District of Columbia at its sole discretion.

#### **IX. CONFIDENTIAL INFORMATION**

The Parties to this MOU will use, restrict, safeguard and dispose of all information related to services provided by this MOU, in accordance with all relevant federal and local statutes, regulations, policies. Information received by either Party in the performance of responsibilities associated with the performance of this MOU shall remain the property of the buyer agency.

#### **X. TERMINATION**

Either Party may terminate this MOU in whole or in part by giving fifteen (15) calendar days advance written notice to the other Party. In the event of termination of this MOU, payment to the Seller Agency shall be held in abeyance until all required fiscal reconciliation, but not later than September 30 of the then current fiscal year.

#### **XI. NOTICE**

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

##### **For DCPS:**

Chelsea Rock  
Director of Operations  
Office of the Chief Operating Officer  
District of Columbia Public Schools  
1200 First Street, NE  
Washington, DC 20002  
Office: 202-442-5125  
chelsea.rock@dc.gov

**For OCTO:**

Office of the Chief Technology Officer

Shanda Jones, Director, IT ServUs  
IT ServUs Special Project Manager  
1100 15th street NW  
Washington, DC 20002  
Phone (202) 309-1664  
***shanda.jones@dc.gov***

**XII. MODIFICATIONS**

The terms and conditions of this MOU may be modified only upon written agreement by the Parties.

**XIII. MISCELLANEOUS**

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

**IN WITNESS WHEREOF**, the Parties hereto have executed this MOU as follows:

**DCPS:**

*KR for K. Henderson*  
Kaya Henderson  
Chancellor, DCPS

Date: 10-25-13

**OCTO:**

\_\_\_\_\_  
Rob Mancini  
Chief Technology Officer, OCTO

Date: \_\_\_\_\_



**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**THE DISTRICT OF COLUMBIA OFFICE OF THE CHIEF TECHNOLOGY OFFICER**  
**AND**  
**THE DISTRICT OF COLUMBIA PUBLIC SCHOOLS**

**PASS Sourcing Module Implementation**

**I. INTRODUCTION**

This Memorandum of Understanding (“MOU”) is entered into between the District of Columbia Public Schools (“DCPS” or “Buyer”), the buyer agency and the District of Columbia Office of the Chief Technology Officer, the seller agency (“OCTO” or “Seller”) collectively referred to herein as the “Parties.”

DCPS has requested OCTO to provide services to implement the Sourcing Module in PASS to help streamline the procurement processes.

**II. LEGAL AUTHORITY FOR MOU**

D.C. Official Code § 1-301.01(k) (2010 Supp.).

**III. PROGRAM GOALS AND OBJECTIVES**

The District of Columbia has implemented Ariba PASS system as its District-wide procurement application. In order to facilitate the Contracting and Sourcing, solicitations with ease and reliability, the Ariba PASS Contracts and Sourcing module has been incorporated as a component of the implementation. PASS Contracts and Sourcing modules are equipped to electronically solicit to collect the bids from the vendors and managing the contracts effectively using the PASS contract management system.

- A. The objective is to implement the Sourcing module for DCPS in addition to the current “Buyer and Analysis” modules being used by DCPS.

## **IV. SCOPE OF SERVICES**

### **A. RESPONSIBILITIES OF DCPS**

1. The Buyer agrees to the terms, projected cost, and fund availability associated with this MOU.
2. Agrees to issue or coordinate all communication with all stakeholders in regard to relevant project decisions or requirements;
3. Agrees to participate in the entire Testing phase; lead the User Acceptance phase;
4. Agrees to validate and ensure data accuracy and completeness;
5. Agrees to allocate resources to become the DCPS process owners for both implementation purposes (i.e. training, business process documentation and verification, assuring compliance) and stabilization and operations and maintenance purposes (i.e. continued training, business process ownership and oversight, assuring continued compliance);
6. Agrees to work in partnership with OCTO, for overall project management of the project with duties that will include but are not limited to requesting meetings, reviewing documentation, ensuring compliance with District and Agency policies, supervision and/or execution of data correction, and providing final sign off of appropriate and acceptable project documents and deliverables, coordination with all District and Non-District entities that are providing operational support;
7. Partnering with OCTO, and participate in all of the project phases/deliverables.
8. Provide regular access to DCPS staff for the duration of the project.
9. The Buyer agrees to process an advance of the projected costs (as stated in Section VI.A below) to the Seller immediately after execution of this MOU.

### **B. RESPONSIBILITIES OF OCTO**

- a. Agrees to issue all contracts to designated contractors for PASS Sourcing modules implementation project related services or to backfill project resources;
- b. Agrees to officially serve as Contract Administrator (formerly the Contracting Officer Technical Representative ("COTR")) for all related contracting matters;
- c. Agrees to process payments from designated contractors as reviewed and approved by OCTO in a timely and efficient manner.
- d. Provide configuration, development and hosting services for project environment(s).
- e. Provide production support services after the project goes live in production.
- f. Partnering with DCPS, deliver the following project deliverables:

- i. High Level Project Schedule/Plan
  - ii. Requirements Document / Design Specification
  - iii. Test Plans
  - iv. Updating User Training Materials (if necessary)
  - v. Fully configured system to handle all customizations
  - vi. Deployment Plan
  - vii. Go-live
  - viii. Corrective Action as a part of System and Process Stabilization
  - ix. Training
- g. Provide resources
  - i. **Team Lead/Project Manager:** Responsible for the development and maintenance of a comprehensive project plan, management of all on and offsite vendor resources to ensure task completion and timely delivery, coordination/liaison with assigned DCPS Business and IT Staff, meeting coordination, and required documentation.
  - ii. **PASS Subject Matter Expert (SME):** Responsible for designing the customization of PASS Sourcing modules. Recommends processes and procedures aligned to programmatic specifications and capabilities.
  - iii. **Developer:** Responsible for the development of any software associated with this effort.
  - iv. **Tester:** Responsible for software quality assurance testing

## V. DURATION OF MOU

- A. The term of this MOU shall be from the last date signed by both parties, through September 30<sup>th</sup>, 2014, unless terminated in writing by the Parties prior to the expiration.
- B. The Parties may extend the term of this MOU by exercising option periods. Option periods may consist of a year, a fraction thereof, or multiple successive fractions of a year. DCPS shall provide notice of its intent to renew an option period, prior to the expiration of the term of this MOU.
- C. The exercise of an option period is subject to the availability of funds at the time of the exercise of the option.

## VI. FUNDING PROVISIONS

### A. COST OF SERVICES

- 1. Total and actual cost for services under this MOU shall not exceed \$90,000 for 769 service hours for Fiscal Year (FY) 2014, as further explained in the chart



below. Funding for goods and/or services shall not exceed the actual cost of the goods and/or services provided.

This project will be delivered based on the breakdown of Resource Types and Estimated Project Hours are detailed below:

Resource Type	Billing Rate	Estimated Project Hours
Project Manager / Team Lead	\$ 117	130 Hours
PASS SME	\$ 117	93 Hours
Developer	\$ 117	456 Hours
Tester	\$ 117	90 Hours
	<i>TOTAL HOURS</i>	<i>769 Hours</i>

2. DCPS may increase the total number of service hours covered by this MOU (and by extension increase the total cost of this MOU) by executing an addendum any time prior to the expiration of the term of this MOU.
3. The total cost for services was estimated by a review of the functional requirements and is only an estimate. Should the actual effort exceed the cost estimate, Seller will notify Buyer as soon as this overrun is known in order to give the Buyer the option to either proceed or authorize additional funds or to terminate the project.
4. Should the cost for services be less than the estimated costs, the Seller will return the excess funds to the Buyer.

**B. PAYMENT**

1. Payment for all of the services shall be made through an Intra-District advance by DCPS to OCTO, based on the total and actual cost of services of this MOU.
2. OCTO shall provide reconciliations explaining the total hours expended against the advance at the rates stated in this MOU upon request.
3. Advances to OCTO for the services to be performed shall not exceed the total and actual amount of this MOU.
4. OCTO shall receive the advance and bill DCPS through the Intra-District process only for those services actually provided pursuant to the terms of this MOU. OCTO shall notify DCPS within forty-five (45) days of the current fiscal year if it has reason to believe that all of the advance will not be billed during the current fiscal year. OCTO will return any excess advance funds to DCPS by September 30 of the current fiscal year.

5. The Parties' Directors or their designees shall use their best efforts to 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.

### **C. 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 § 1-204.46 (2006 Supp.), as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

## **VII. COMPLIANCE AND MONITORING**

As this MOU is funded by District of Columbia funds, the seller agency will be subject to scheduled and unscheduled monitoring reviews to ensure compliance with all applicable requirements.

## **VIII. RECORDS AND REPORTS**

OCTO shall maintain records and receipts for the expenditure of all funds provided for a period of no less than three 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 District of Columbia at its sole discretion.

## **IX. CONFIDENTIAL INFORMATION**

The Parties to this MOU will use, restrict, safeguard and dispose of all information related to services provided by this MOU, in accordance with all relevant federal and local statutes, regulations, policies. Information received by either Party in the performance of responsibilities associated with the performance of this MOU shall remain the property of the buyer agency.

## **X. TERMINATION**

Either Party may terminate this MOU in whole or in part by giving fifteen (15) calendar days advance written notice to the other Party. In the event of termination of this MOU, payment to the Seller Agency shall be held in abeyance until all required fiscal reconciliation, but not later than September 30 of the then current fiscal year.

## **XI. NOTICE**

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

### **For DCPS:**

Glorious Bazemore  
Chief Procurement Officer  
DC Public Schools  
Office of Contracts and Acquisitions  
1200 1st Street, NE 11th Floor  
Washington, DC 20002  
Phone: 202-442-5112  
[Glorious.Bazemore@dc.gov](mailto:Glorious.Bazemore@dc.gov)

### **For OCTO:**

Ajay Damireddy  
Project Manager, PASS  
Office of the Chief Technology Officer  
200 I Street, SE, Suite 5221  
Washington, DC 20001  
Phone: (202) 724-4239  
[Ajay.damireddy@dc.gov](mailto:Ajay.damireddy@dc.gov)

## **XII. MODIFICATIONS**

The terms and conditions of this MOU may be modified only upon written agreement by the Parties.



### XIII. MISCELLANEOUS

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

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

DCPS:

M Ruda for K. Henderson  
Kaya Henderson  
Chancellor, DCPS

Date: 6/20/14



OCTO:

\_\_\_\_\_  
Rob Mancini  
Chief Technology Officer, OCTO

Date: \_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE DISTRICT OF COLUMBIA PUBLIC SCHOOLS (DCPS)  
AND  
THE OFFICE OF THE CHIEF TECHNOLOGY OFFICER (OCTO)  
FISCAL YEAR 2014**

**I. INTRODUCTION**

This Memorandum of Understanding ("MOU") is entered into between The District of Columbia Public Schools, the buyer agency ("DCPS" or "Buyer"), and The Office of the Chief Technology Officer, the seller agency ("OCTO" or "Seller"), collectively referred to herein as the "Parties."

DCPS has requested the services of OCTO to provide **comprehensive information technology ("IT") services in the areas of application services, infrastructure services and computer help desk support for fiscal year 2014.**

**II. PROGRAM GOALS AND OBJECTIVES**

OCTO will continue the provision of IT services to DCPS. A breakdown of costs per OCTO program is described in Attachment A: Breakdown of Charges. Specific services and their corresponding service level agreements (SLAs) are described in Attachment B: "Service Level Agreements (SLA) Between the Office of the Chief Technology Officer (OCTO) and District of Columbia Public Schools (DCPS) FY2014". The SLA's did not change this year. Services fall under the following general areas:

Functional area	Summary	Total
Program Management Office ("PMO") Page 2 on Attachment A	Support for operational, strategic and tactical coordination between DCPS and OCTO.	\$140,988.00
Applications Pages 3-4 on Attachment A	Maintenance and support for existing applications, operations, licenses and contracted staff. Includes Applications Support and Applications Programs.	\$1, 889,101.00
Infrastructure Pages 5-9 on Attachment A	Operational infrastructure services include Server Operations, Telecommunications, Network, Security and IT ServUs (desktop support).	\$6,644,662.00
Vendor costs Pages 10-11 on Attachment A	Costs for licenses and maintenance assumed by OCTO on behalf of DCPS.	\$1,768,059.00
<b>Combined TOTAL</b>		<b>\$10,442,810.00</b>

### **III. SCOPE OF SERVICES**

Pursuant to the applicable authorities and in the furtherance of the shared goals of the Parties to carry out the purposes of this MOU expeditiously and economically, the Parties do hereby agree:

#### **A. RESPONSIBILITIES OF SELLER (OCTO)**

1. The Seller agrees to the terms, projected cost and fund availability associated with this MOU.
2. The Seller agency will ensure that the revenues for this project are reflected in the budget entry/budget line item detail screen and the appropriate accumulators.
3. The Seller will establish an agency internal service fund with a corresponding index that ties to the fund and agency organizational structure.
4. The Seller will provide the projected costs of providing the services under this MOU.
5. The Seller will provide the services as outlined above and in the attachments.

#### **B. RESPONSIBILITIES OF BUYER**

1. The Buyer agrees to the terms, projected cost and fund availability associated with this MOU.
2. The Buyer will process an ADVANCE of the projected costs to the Seller.

### **IV. DURATION OF MOU**

- A. The period of this MOU shall be from October 1, 2013, through September 30, 2014, unless terminated in writing by the Parties prior to the expiration.

### **V. AUTHORITY FOR MOU**

D.C. Official Code § 1-301.01(k).

### **VI. FUNDING PROVISIONS**

#### **A. COST OF SERVICES**

1. Total cost for goods and services under this MOU shall not exceed **\$10,442,810.00** for fiscal year 2014. Funding for the goods and services shall not exceed the actual cost of the goods and services, based on the actual description of services at the rates provided in the budget attached as Attachment A and as published in the OCTO Intranet Web Site (<http://octo.in.dc.gov/publication/application-services-pricing->



guide for Application Services and  
[http://octo.in.dc.gov/sites/default/files/dc/sites/octo/publication/attachments/DC-Net\\_Pricing\\_Guide\\_v1%208.pdf](http://octo.in.dc.gov/sites/default/files/dc/sites/octo/publication/attachments/DC-Net_Pricing_Guide_v1%208.pdf) for DC-Net pricing and  
<http://octo.in.dc.gov/sites/default/files/dc/sites/octo/publication/attachments/Pricing%20Catalogue%20Feb%2011.pdf> for Enterprise Cloud Infrastructure Services).

2. The Parties may increase the total number of professional service hours and/or revise the type of services covered by this MOU by executing a modification agreement any time prior to the expiration of the term of this MOU; provided, however, any modification agreement resulting in an increase in the total cost of services under this MOU is subject to the availability of funds.
3. In the event of termination of the MOU, payment to Seller shall be held in abeyance until all required fiscal reconciliation, but not longer than September 30 of the current fiscal year.

#### **B. PAYMENT**

1. Payment for the goods and services shall be made through an Intra-District advance by Buyer to Seller based on the total amount of this MOU.
2. Seller will relieve the advance and bill Buyer through the Intra-District process only for those goods or services actually provided pursuant to the terms of this MOU. Upon request the Seller will provide Buyer with a current budget expenditure report showing total service hours expended and the total costs incurred for all goods and services covered in this MOU. Seller will notify Buyer within forty-five (45) days of the current fiscal year if it has reason to believe that all of the advance will not be billed during the current fiscal year. Seller shall return any excess advance to Buyer by September 30 of the current fiscal year.
3. Advances to Seller for the services to be performed/goods to be provided shall not exceed the amount of this MOU.
4. The Parties' Directors or their designees shall use their best efforts to 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.

#### **C. 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 § 1-204.46 (2006 Supp.), as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

## **VII. COMPLIANCE AND MONITORING**

As this MOU is funded by District of Columbia funds, Seller will be subject to scheduled and unscheduled monitoring reviews to ensure compliance with all applicable requirements.

## **VIII. RECORDS AND REPORTS**

The Seller shall maintain records and receipts for the expenditure of all funds provided for a period of no less than three 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 District of Columbia at its sole discretion.

## **IX. CONFIDENTIAL INFORMATION**

The Parties to this MOU will use, restrict, safeguard and dispose of all information related to services provided by this MOU, in accordance with all relevant federal and local statutes, regulations, policies. Information received by either Party in the performance of responsibilities associated with the performance of this MOU shall remain the property of Buyer.

## **X. AUTHORIZATION TO ACCESS EDUCATION RECORDS**

OCTO acknowledges DCPS' duty to safeguard education records under the Family Educational Rights and Privacy Act (20 USC 1232g; 34 CFR Part 99) ("FERPA"), a federal law that protects the privacy of student education records. OCTO also acknowledges that its ability to provide certain institutional services on behalf of DCPS under this MOU may require DCPS to share certain education records with OCTO. In accordance with 34 CFR § 99.31(a)(1)(i)(B), OCTO therefore acknowledges that (1) it is considered a "school official" for purposes of providing certain institutional services on behalf of DCPS under this MOU; (2) it is under the direct control of DCPS with respect to the use and maintenance of the education records it has access to in providing such services under this MOU; and (3) it is subject to the requirements of 34 CFR § 99.33(a) with respect to the use and disclosure of personally identifiable information from such education records. According to 34 CFR § 99.33(a), OCTO must (i) not disclose any personally identifiable information from education records it may have access to under this MOU to another party without first obtaining prior written consent from the affected parent (or student if the student has reached the age of 18); and (ii) ensure that its officers, employees and agents receiving education records under this MOU only use such records for purposes of providing the services covered by this MOU.

## **XI. TERMINATION**

Either Party may terminate this MOU in whole or in part by giving 60 calendar days advance written notice to the other Party.

## **XII. NOTICE**

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

Chelsea Rock, Director of Technology, Office of the Chief Operating Officer  
District of Columbia Public Schools

1200 First St. NE, 11<sup>th</sup> Floor  
Washington, DC 20002  
[chelsea.rock@dc.gov](mailto:chelsea.rock@dc.gov)  
202-442-5124

Jonathan McLaughlin, Director, Agency Technology Oversight & Support  
Office of the Chief Technology Officer  
200 I Street, SE  
Washington, DC  
[Jonathan.mclaughlin@dc.gov](mailto:Jonathan.mclaughlin@dc.gov)  
(202) 727-9580

### **XIII. MODIFICATIONS**

The terms and conditions of this MOU may be modified only upon prior written agreement by the Parties.

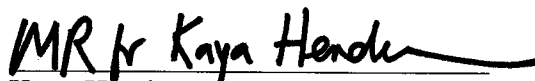
### **XIV. PROCUREMENT PRACTICES ACT**

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 provisions of the District of Columbia Procurement Practices Act of 1985 (D.C. Official Code § 2-301.01 *et seq.*) to procure the goods or services of the agent or third party.

### **XV. MISCELLANEOUS**

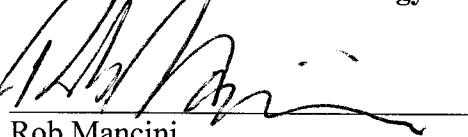
The Parties shall comply with all applicable laws, rules and regulations whether now in force or hereafter enacted or promulgated.

**IN WITNESS WHEREOF**, the Parties hereto have executed this MOU as follows:  
**District of Columbia Public Schools**

  
Kaya Henderson  
Chancellor

Date: 9/26/13

**Office of the Chief Technology Officer**

  
Rob Mancini  
Chief Technology Officer

Date: 9/27/13



INTRA-DISTRICT STANDARD REQUEST FORM  
Government of the District of Columbia

PART I

MOU NUMBER:

1401

DATE OF MOU:

9/23/13

AGENCY:

Office of the Chief Technology Officer

AGENCY CODE:

TOO

NAME OF CONTACT:

Phil Peng

ADDRESS:

200 I Street SE, Fifth Floor

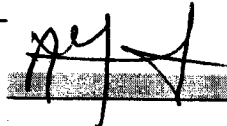
Washington, DC 20003

TELEPHONE #:

202-727-8472

FAX #:

AUTHORIZING OFFICER



DATE:

9.23.13

AGENCY:

District of Columbia Public Schools

AGENCY CODE:

GA0

NAME OF CONTACT:

CHELSEA ROCK

ADDRESS:

1200 FIRST STREET

WASHINGTON DC 20002

TELEPHONE #:

FAX #:

AUTHORIZING OFFICER



DATE:

09.26.13

PLEASE SEE NEXT PAGE FOR GOODS/ SERVICES DESCRIPTION AND FUNDING INFORMATION

\$5,701,865

## PART II

MOU NUMBER:

1401

## SERVICE INFORMATION AND FUNDING CODES

GOOD/ SERVICE: Application Implementation (2010)

DATE:

TOTAL: \$806,168.42

	AGY	YR	ORG	Fund	INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH	AG1	AG2	AG3
SELLER	TO0	14	2000	1372	4DCI6	20011	4600	4600		4DCITS/06			
BUYER	GA0	14	4521	0101	4521L	2900L	0409	0409					

GOOD/ SERVICE: Web Maintenance (2011)

DATE:

TOTAL: \$28,638.51

	AGY	YR	ORG	Fund	INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH	AG1	AG2	AG3
SELLER	TO0	14	2000	1372	4DC13	20110	4600	4600		4DCITS/13			
BUYER	GA0	14	4521	0101	4521L	2900L	0409	0409					

GOOD/ SERVICE: Application Quality Assurance (2013)

DATE: / /

TOTAL: \$199,429.48

	AGY	YR	ORG	Fund	INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH	AG1	AG2	AG3
SELLER	TO0	14	2000	1372	4DC10	20131	4600	4600		4DCITS/10			
BUYER	GA0	14	4521	0101	4521L	2900L	0409	0409					

GOOD/ SERVICE: GIS (2016)

DATE: / /

TOTAL: \$35,428.00

	AGY	YR	ORG	Fund	INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH	AG1	AG2	AG3
SELLER	TO0	14	2000	1372	4DC12	20166	4600	4600		4DCITS/12			
BUYER	GA0	14	4521	0101	4521L	2900L	0409	0409					

## PART II

MOU NUMBER:

1401

## SERVICE INFORMATION AND FUNDING CODES

GOOD/ SERVICE: PASS (2080)

DATE:

TOTAL: \$137,388.00

	AGY	YR	ORG	Fund	INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH	AG1	AG2	AG3
SELLER	TO0	14	2000	1372	4DC14	20801	4600	4600		4DCITS/14			
BUYER	GA0	14	4521	0101	4521L	2900L	0409	0409					

GOOD/ SERVICE: PeopleSoft (2081)

DATE:

TOTAL: \$410,500.00

	AGY	YR	ORG	Fund	INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH	AG1	AG2	AG3
SELLER	TO0	14	2000	1372	4DC15	20811	4600	4600		4DCITS/15			
BUYER	GA0	14	4521	0101	4521L	2900L	0409	0409					

GOOD/ SERVICE: PMO (3010)

DATE:

TOTAL: \$70,494.00

	AGY	YR	ORG	Fund	INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH	AG1	AG2	AG3
SELLER	TO0	14	3000	1372	4DC19	30101	4600	4600		4DCITS/09			
BUYER	GA0	14	4521	0101	4521L	2900L	0409	0409					

GOOD/ SERVICE: Sever Operations (4020)

DATE:

TOTAL: \$345,558.78

	AGY	YR	ORG	Fund	INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH	AG1	AG2	AG3
SELLER	TO0	14	4000	1372	4DC01	40021	4600	4600		4DCITS/01			
BUYER	GA0	14	4521	0101	4521L	2900L	0409	0409					



## PART II

MOU NUMBER:

1401

## SERVICE INFORMATION AND FUNDING CODES

GOOD/ SERVICE: Telecommunications (4030)

DATE:

TOTAL: \$109,410.00

	AGY	YR	ORG	Fund	INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH	AG1	AG2	AG3
SELLER	TOO	14	4000	1372	4DCI4	40031	4600	4600		4DCITS/04			
BUYER	GA0	14	4521	0101	4521L	2900L	0409	0409					

GOOD/ SERVICE: DC One Card (5020)

DATE:

TOTAL: \$145,258.81

	AGY	YR	ORG	Fund	INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH	AG1	AG2	AG3
SELLER	TOO	14	5000	1372	4DC11	50021	4600	4600		4DCITS/11			
BUYER	GA0	14	4521	0101	4521L	2900L	0409	0409					

GOOD/ SERVICE: DC One Card (5020)

DATE:

TOTAL: \$15,323.43

	AGY	YR	ORG	Fund	INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH	AG1	AG2	AG3
SELLER	TOO	14	5000	1372	4DC11	50021	4600	4600		4DCITS/11			
BUYER	GA0	14	4521	0634	4521S	2900S	0409	0409					

GOOD/ SERVICE: DC Networks Operations Center (4035)

DATE:

TOTAL: \$327,244.27

	AGY	YR	ORG	Fund	INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH	AG1	AG2	AG3
SELLER	TOO	14	4000	1372	4DCI2	40351	4600	4600		4DCITS/02			
BUYER	GA0	14	4521	0634	4521S	2900S	0409	0409					

## PART II

MOU NUMBER:

1401

## SERVICE INFORMATION AND FUNDING CODES

GOOD/ SERVICE: DC NET (4036)

DATE:

TOTAL: \$528,841.05

	AGY	YR	ORG	Fund	INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH	AG1	AG2	AG3
SELLER	TO0	14	4000	1372	4DCI8	40036	4600	4600		4DCITS/08			
BUYER	GA0	14	4521	0634	4521S	2900S	0409	0409					

GOOD/ SERVICE: Citywide Messaging (4050)

DATE:

TOTAL: \$95,810.00

	AGY	YR	ORG	Fund	INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH	AG1	AG2	AG3
SELLER	TO0	14	5000	1372	4DCI7	40051	4600	4600		4DCITS/17			
BUYER	GA0	14	4521	0634	4521S	2900S	0409	0409					

GOOD/ SERVICE: IT Security (5010)

DATE:

TOTAL: \$581,895.01

	AGY	YR	ORG	Fund	INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH	AG1	AG2	AG3
SELLER	TO0	14	5000	1372	4DCI7	50011	4600	4600		4DCITS/07			
BUYER	GA0	14	4521	0634	4521S	2900S	0409	0409					

GOOD/ SERVICE: ITServUs (6010)

DATE:

TOTAL: \$1,864,477.00

	AGY	YR	ORG	Fund	INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH	AG1	AG2	AG3
SELLER	TO0	14	6000	1372	4DCI5	60010	4600	4600		4DCITS/05			
BUYER	GA0	14	4521	0634	4521S	2900S	0409	0409					

FY14 DCPS-OCTO Master MOU  
Overview  
Attachment A

Functional area	Summary	2014 Total	2013 Total	Difference
PMO	Support for operational, strategic and tactical coordination between DCPS and OCTO.	\$140,988	\$116,000	\$24,988
Applications	Maintenance and support for existing applications, operations, licenses and contracted staff.	\$1,889,101	\$1,751,404	\$137,697
Infrastructure	Operational services including network/security, telecom (including VoIP) and desktop support.	\$6,644,662	\$5,889,863	\$754,799
Vendor costs	Costs for licenses and maintenance assumed by OCTO on behalf of DCPS.	\$1,768,059	\$1,758,059	\$10,000
	Combined TOTAL	\$10,442,810	\$9,515,326	\$927,484

Changes from 2013 MOU to 2014

Added 4.2% COLA increase to PS and contractor budgets	\$357,654
Added \$200,000 to the PeopleSoft Support group that was underfunded in 2013	\$200,000
Eliminated half of a QB developer from OHC	-\$80,000
Reduced the role of the QB Administrator	-\$18,000
Eliminated one Nutrition analyst	-\$100,000
Converted one QB developer to a program FTE	-\$160,000
Eliminated application support for SmartFind, Online Menus	-\$68,890
Added \$20K to PMO shared CIO support	\$20,000
Added QA support for CAAAS and restored PM Support	\$49,704
Student Network Account Support	\$95,810
Add back Destiny Support	\$30,000
Impact Aid Support	\$10,000
Added VMs to ECIS for Impact Aid, PD Platform, and Student Network Accounts	\$74,190
Moved to dedicated technicians for ServUs support	\$574,531
Other changes	-\$57,515
Total Changes	\$927,484



Program/Service name	Description	OCTO Program Lead	DCPS Office	Cost	Comments
Agency service coordination and planning	PMO support for budget, E-Rate, operational, strategic and tactical coordination between DCPS and OCTO.	Peter Olle	OCOO (pooled)	\$140,988.00	Eliminate the dedicated CIO position, moving back to a shared role. Need to add an additional 60K in 2015

FY13 DCPS-OCTO Master MOU  
Application Support (20xx)

Program/Service Name (OCTO program number)	Description	OCTO Program Lead	DCPS Office	Program 2010 Cost	2011 Cost	2013 Cost	2080 Cost	2081 Cost	2085 Cost	8020 Cost	Application Cost	Variance Explanation
Defining new Initiatives	Project Manager and Business Analyst time to estimate and define new project initiatives, and follow on phased projects.	All	OCCO (pooled)	\$ 34,647		\$0					\$34,647	
Application Support - CAAS (2010)	The Smart Access and Attendance System (SAAS) monitors access at applicable DCPS schools. It also includes a discipline tracking module. The SAAS Project Manager (PM) will The Smart Access and Attendance System (SAAS) monitors access at applicable DCPS schools. It also includes a discipline tracking module. The SAAS Project Manager (PM) will: 1) ensure the new development for the SBT (Student Behavior Tracker) module is completed according to the agreed-upon requirements document that will be created between the Office of Youth Engagement and the DCPS Information Systems Department; 2) ensure the new development is tested and deployed by the vendor and ensure that the vendor meets resolution times; and 3) will facilitate coordination of relevant DCPS and OCTO programs and ensure that the vendor meets program needs related to tasks enumerated in the support and maintenance agreement, including data extract/export, integration with DCPS student information systems (STARs), data clean up, user setup and security access.	Shanti Sale	OYEGSS	\$ 36,162		\$35,000					\$71,162	Kept PM Support and Added \$35K OA support as requested by Adele Fabian.
Application Support - Emergency & Safety Alliance (2010)	Support for the School Emergency Plan (REMESA), a web-based system that hosts the DCPS emergency plans and building floor plans.	Shanti Sale	OSS	\$ 35,208		\$0					\$35,208	
Application Support - Online Menu and Parent/Student Info Exchange Portal (2010)	Support for the Food Nutrition Online Menu application. Provides menus and nutritional information for all schools in DCPS via dcps.de.gov as mandated by the Healthy Schools Act	Shanti Sale	OCCO	\$ 25,350		\$15,648					\$40,997	
Application Support - Destiny (2010)	Support for Destiny webtool/infrastructure management application. Dervel agreed to reduce this to 65% to reflect DCPS absorbing the functional tasks such as training and administration. Blal will do change and release mgmt.	Blal Salahuddin	OCCO	\$ 31,280		\$0					\$31,280	Vendor was not able to complete the work and it was necessary to add funding back to support it.
Administration - QuickBase (2010)	DCPS share of administration costs 65% of QuickBase. (\$180,000 x .65 = 117,000)	Shanti Sale	COO (pooled)	\$ 103,158.00							\$103,158	Reduced Admin costs to reflect roles taken on by DCPS. Dervel agreed to Remaining half time resource funded by OCOO
Developer - Quickbase	One dedicated QB resource whose time is shared across Central Office.	Shanti Sale	OCCO (pooled)	\$ 80,000.00							\$80,000	resource funded by OCOO for general HQ projects. Pending meeting with Apple on 7/18
Developer - Quickbase	One QB dedicated resources in the Office of Human Capital. Will support IMPACT.	Shanti Sale	OHC	\$ 180,000							\$180,000	
Application Support - Right to Know HQ (2010)	Support for Right to Know HQ application, which helps DCPS meet NCLB regulation regarding notification to parents with data on the certification of their children's teachers. Dervel shifted 10K to School Profiles to reflect workload.	Steve Miller	OHC	\$ 26,195		\$3,867					\$35,063	
Application Support - SmartFind (2010)	Support for the SmartFind Express database.	Blal Salahuddin	OHC	\$ -		\$0					\$0	
Application Support - PeopleSoft (2081)	PeopleSoft support for day to day support, mass updates (hires, positions), change requests - includes application integration, configuration management, database administration, and testing support.	Felix Liderman	OHC	\$ -				\$521,000			\$521,000	Added \$200K for PeopleSoft Support that was underfunded in 2013
FileNet/Kofax Application Support (2012)	Support for Kofax and FileNet applications used by DCPS HR.	Shanti Sale	OHC	\$ -		\$158,384				\$0.00	\$158,384	
Application support for ODA Scorecard/School Profiles	Support for the ODA Online Scorecard (aka School Profiles). The Online Scorecard tool gives parents what officials described as a one-stop-shop for data on academic programs, test scores, community partnerships, demographics and enrollment. It also allows users to customize searches to compare schools.	Shanti Sale	ODA	\$ 12,827		\$5,210					\$18,037	
Web Maintenance cost - Vignette Developer (2011)	OCTO currently provides a full-time Vignette developer resources to make template changes, site enhancements and other related code changes to the DC Public Website. http://dcps.de.gov (reduced from \$28,400 per JJA N). As the DCPS website is migrated from OpenText (Vignette) to Drupal, which could cross fiscal years, web support will change from just development support to development and web support.	Michael Black	OCC	\$ -	\$57,277						\$57,277	
Application Support - Out of Boundary (2010)	Support for the Out-of-Boundary (OOB) Lottery, a custom, web-based application.	Michael Black	OCCO	\$ 51,405		\$10,433					\$61,837	Dervel agreed to use this money for OOB enhancements and issue an RFI for any additional needed support.
Application Support - High School Common App (2010)	Support for a single application that will allow students to communicate their demographic information and basic references once for all application schools.	Shanti Sale	OCCO	\$ 47,708		\$14,670					\$62,378	
Application Support - Chancellor Document Approval System (CDAP)	Support for the new Net based Chancellor Document Approval System	Shanti Sale	Chief of Staff	\$ 13,025		\$3,647					\$16,672	Full Year support included this year.
Application Support - Impact Aid	Bring support in-house for Impact Aid using SQL servers in ECIS grid - Apps to support the Application	Shanti Sale		\$ 10,000							\$10,000	This application is being supported by OCTO new this year.
TOTAL				\$686,944.84	\$57,277.01	\$251,658.96	\$0.00	\$521,000.00	\$0.00	\$0.00	\$1,457,080.80	

FY13 DCPS-OCTO Master MOU  
Apps Programs (5020, 2016)

Program/Service Name (OCTO program number)	Description	OCTO Program Lead	DCPS Office	Cost
DC One Card (5020) Identity Management	<p>OCTO currently provides the DC One Card to students and staff for 69 DCPS secondary schools, which includes approximately 25,000 students in grades 6-12 and hundreds of staff. In FY12, DCPS students participating in the DDOT Transit Subsidy program were required to use the DC One Card as a replacement for the previous paper/plastic cards, resulting in increased ID requests. Also, support was added for 100+ K-5 DCPS students that need the DC One Card for access to the DDOT Transit Subsidy Program.</p> <p>The service includes:</p> <ol style="list-style-type: none"> <li>1. Providing online new and replacement card request capability to authorized school ID administrators</li> <li>2. Providing first-tier help desk support to all ID administrators</li> <li>3. Providing call center support for student and staff cardholders via the Mayor's Call Center (first tier) and the DC One Card Customer Service Center (second tier).</li> <li>4. Maintaining and supporting online card request system through which all card requests must be placed and where pictures are uploaded when required.</li> <li>5. Access for school ID administrators to view card requests (history) in online card request system.</li> <li>6. Providing classroom and online training to school ID administrators.</li> <li>7. Printing and bundling new and replacement cards for daily DCPS pickup and distribution</li> <li>8. Providing custom lanyards for each school.</li> <li>9. Providing card holders to schools as needed.</li> <li>10. Providing specialized card stock which contains Metro SmarTrip capability</li> <li>11. Maintaining interfaces with the DC STARS and CAASS systems to enable card interoperability with entrance access control systems, school cafeterias and school libraries.</li> <li>12. Maintaining online activation system that enables students to activate their DC One Cards for use at all DC Public Libraries and Recreation Centers, check their DDOT Transit Subsidy Program eligibility and enrollment, and access to SmarTrip card history.</li> <li>13. Provide support for the Transit subsidy automation.</li> </ol>	Howard Barrett	OCCO (pooled)	\$321,164.48
GIS (2016)	<p>GIS support for OOB &amp; EBIS applications, boundary mapping, School Profiles mapping component, Early Stages mapping requests and custom and ad hoc mapping/analysis from DCPS. Also for future application integration, configuration management, database administration. Annualized spending is approximately \$100K.</p>	Matt Crossett	ODA, TMO, OSE, OOC	\$70,856.00
<b>Applications Programs TOTAL</b>				<b>\$392,020.48</b>

There is a projected Increased in DC1C card volume ( 2,314 additional extra cards to print) for DCPS in FY13 over FY12.



FY13 DCPS-OCTO Master MOU  
ECIS (4020)

Program/Service Name (OCTO program number)	Description	OCTO Program Lead	DCPS Office	Cost	Comments
Server Operations	<p>Cost of maintenance and support of physical and virtual machines, storage, SSI certificates and Fitnessgram annual support cost (\$5,500 annually) For what is needed from ECIS for OFNS, it has been determined as stated below.</p> <p>On 6/18, we added the cost for one MS SQL Virtual Server, Licensed at \$29625 for the fiscal year. Most of this cost is the Microsoft SQL 2008 Licensing with their "software assurance" included. If it is determined that a separate server is needed for a front-end, it will be the additional cost of one VM server from \$3100 - \$3600. Added one VM for Read180.</p>	Anthony Watkins	OCCO (pooled)	\$691,117.56	Added 4.2% COLA adjustment. Added 12 additional VMs for \$63K (2 for Impact Aid and 10 for PD Platform). Added \$11,190 for support of Student Network Accounts.

Program/Service Name (OCTO program number)	Description	OCTO Program Lead	DCPS Office	Cost
Telecommunications services	<ul style="list-style-type: none"> <li>* Provide all level of telecom support to all DCPS schools and the DCPS Central Office.</li> <li>* Respond to all the wireless, long distances, wiring and other Move/Add / Change / Disconnect requests via telephone, remedy tickets, emails, in person, etc.</li> <li>* Maintain (validate &amp; certify) DCPS telecom inventory in the District Fixed Cost Telecom Management system.</li> <li>* Cellular Inventory: Validate and Certify all the wireless inventory and the billing records (received from the wireless vendors)</li> <li>* Annual validation of telephone directory to make sure that all the schools contact info is listed properly</li> <li>* BuyBack: This program allows the ATC to recycle unused devices according to certified standards and gain additional telecom accessories in return or discounts on the vendor invoices.</li> <li>* Contract Renegotiation: Working directly with the vendors to implement best pricing for the monthly rate plans and latest equipment.</li> <li>* Assignment / troubleshooting / configuration of all the wireless devices for DCPS employees.</li> <li>* On-Going Cost Saving Efforts: Review quarterly wireless zero usage reports and disconnect the unused devices.</li> <li>* Perform order close out function for all the telecom order to ensure the delivery of services from the vendors</li> <li>* Receive wiring / cabling requests from different schools and work with wiring vendors to get the best valued quote, and create an order to execute the request</li> <li>* Provide on-site troubleshooting for all the landline troubles; contact vendors for higher escalations</li> <li>* Provide line extensions and install wiring for small and low number of drops/ jacks.</li> </ul>	Haider Ali	OCCO (pooled)	\$218,820.00
VoIP (4036)	Voice Over IP telephony	Don Johnson	OCCO (pooled)	\$1,057,682.10
City-Wide Messaging (4050)	City-Wide Messaging support for Student Network Accounts	Haider Ali		\$95,810.00
	<b>TOTAL</b>			<b>\$1,372,312.10</b>

FY13 DCPS-OCTO Master MOU  
Network (4035)

Program/Service Name (OCTO program number)	Description	OCTO Program Lead	DCPS Office	Cost	Comments
Network Operations Center	Provide dedicated network engineering functions for DCPS for all network move/add/change/disconnect requests. Provide network planning and installation services for operational issues and assist with network engineering planning and project coordination and technical designing. Provide cost savings and avoidance efforts for network expenditures. Full network element and application monitoring and network dispatch support for all schools and admin offices.	David Jennings	OCCO (pooled)	\$654,488.54	
<b>Network TOTAL</b>				<b>\$654,488.54</b>	

FY13 DCPS-OCTO Master MOU  
Security (5010)

Program/Service Name (OCTO program number)	Description	OCTO Program Lead	DCPS Office	Cost	Comments
Security Operations Support	Provide dedicated IT security engineering and operation functions for DCPS for all network elements. Includes firewall management and support, Intrusion Protection device resource support and engineering, Content filtering, resource engineering and support services, desktop Anti Virus protection resource support and onsite or remote virus removal services; Data leakage (extrusion protection) prevention, alerting and support (device, software and professional services).	Bill Machen	OCOO (pooled)	\$187,790.01	Full IT security device and system support
PhoneFactor accounts	Virtual Private Network (VPN) access accounts.	Bill Machen	OCOO (pooled)	\$10,000.00	\$25/each annually, 400 est. for '13. 381 in use at DCPS as of 5/4/12
	<b>Security TOTAL</b>			<b>\$197,790.01</b>	



Program/Service Name (OCTO program number)	Description	OCTO Program Lead	DCPS Office	Cost	Comments
IT SERVUS (6010)	Asset Management	Chum	OCOO (pooled)	\$607,848	\$38/Seat. Total seat for FY12 was 14,709. Current total seat is 15,520.
IT SERVUS (6010)	Tickets	Chum	OCOO (pooled)	\$85,000	Was based on actual ticket usage data, which is available in dashboard, but reduced it to reflect dedicated school support.
IT SERVUS (6010)	Special Projects	Chum	OCOO (pooled)	\$50,000	Reduced from \$300,000 since dedicated school support will be provided.
IT SERVUS (6010)	School Opening	Chum	OCOO (pooled)	\$0	Reduced from \$150,000 since dedicated school support will be provided.
IT SERVUS (6010)	Print/Network Share Maintenance	Chum	OCOO (pooled)	\$0	Reduced from \$100,000 since dedicated school support will be provided.
IT SERVUS (6010)	Interactive White Board Support	Chum	OCOO (pooled)	\$0	Reduced from \$150,000 since dedicated school support will be provided.
IT SERVUS (6010)	Office of Food and Nutrition Services Dedicated Staffing	Chum	OCOO (pooled)	\$200,000	In FY12, OFNS acquired 3 dedicated resources from us for 6 months. They've expressed interest that they would like keep 2 of them long term/year around. Chelsea has asked us to include this in the overall MOU since OFNS is part of OCOO.
IT SERVUS (6010)	Add COLA	Chum		\$78,106	
IT SERVUS (6010)	Dedicated Tier 2 Field Desktop support	Chum		\$2,708,000	This is the additional cost to dedicate one technician to every five schools for overall field support.
		<b>TOTAL</b>		\$3,728,954	

FY13 DCPS-OCTO Master MOU  
Vendor (Infrastructure only)

OCTO program	Related Agency Object	Agency Object Title	Item Description	NPS Cost	Comments	Office
Security (5010)	441	IT HARDWARE MAINTENANCE	Fidelis Network PII DLP	\$26,000	[DEC-22-10 Javier (OCTO) Mascorro] Data Center DLP Maintenance and Support Fidelis -- Data Loss Prevention/extrusion protection.	OCCO (pooled)
Security (5010)	441	IT HARDWARE MAINTENANCE	Content filtering Border	\$15,000	Palo Alto Hardware support DCPS 1275 K.	OCCO (pooled)
Security (5010)	441	IT HARDWARE MAINTENANCE	Threat Management Gateway Support ISA	\$7,000	[JAN-12-11 Javier (OCTO) Mascorro] Celestix ISA appliance Intradistrict hardware support	OCCO (pooled)
Security (5010)	442	IT SOFTWARE MAINTENANCE	Content Filtering (Lightspeed)	\$125,000	Exclusive to DCPS. Renewal - DCPS Content Filtering (Lightspeed)	OCCO (pooled)
Security (5010)	442	IT SOFTWARE MAINTENANCE	Network PII Data Loss Prevention	\$0	DCPS DLP Maintenance and Support Fidelis (hardware)	OCCO (pooled)
Security (5010)	442	IT SOFTWARE MAINTENANCE	Point End Point	\$0.00	Check Point End Point Security 1500	OCCO (pooled)
Security (5010)	442	IT SOFTWARE MAINTENANCE	Anti Virus Protection DCPS	\$90,000.00	McAfee Security License and Support. Lower cost solution in FY12.	OCCO (pooled)
Security (5010)	442	IT SOFTWARE MAINTENANCE	Intrusion Prevention	\$220,000.00	Nitro Intrusion Prevention Systems	OCCO (pooled)
Security (5010)	442	IT SOFTWARE MAINTENANCE	Content filtering Border	\$0	[JAN-12-11 Javier (OCTO) Mascorro] Palo Alto content filtering DCPS 1275 K Street.	OCCO (pooled)
			<b>TOTAL</b>	<b>\$483,000</b>		

FY13 DCPS-OCTO Master MOU  
Vendor (Applications Only)

Related Program Code	Agency Object Title	Item Description	NPS Cost	Comments	Office
2010	IT SOFTWARE MAINTENANCE	IQ Licenses	\$6,656		OOC
2010	IT SOFTWARE MAINTENANCE	QuickBase Licenses (DCPS portion)	\$227,500	65% of 350K annual cost	OCCO (pooled)
				[DEC-21-10 Glenn Hickman] Smart Access and Attendance System - for DCPS. CAASS maint for FY12. Student Behavior Tracker is NOT covered.	OYE/OSS
2010	IT SOFTWARE MAINTENANCE	SAAS Maintenance	\$238,540		
2013	IT SOFTWARE MAINTENANCE	FileNet Support	\$73,500	Licensing	OHC
		Ariba Technical Support Services (TSS) fees - DCPS share. Also include support for HP/Serena Agile tools			OCCO (pooled)
2080	IT SOFTWARE MAINTENANCE	PeopleSoft Technical Support licenses (DCPS share)	\$137,388		
2081	IT SOFTWARE MAINTENANCE		\$150,000		OHC
3010	CONTRACTUAL SERVICES - OTHER	DCPS MS Desktop contract annual cost.	\$451,475	Revised per 6/14 MS Quote	OCCO (pooled)
		<b>TOTAL</b>	<b>\$1,285,059</b>		

Functional area	Summary	Q1	Q2	Q3	Q4	Total
3010 - PMO	Support for operational, strategic and tactical coordination between DCPS and OCTO.	\$35,247	\$35,247	\$35,247	\$35,247	\$140,988
Applications	Maintenance and support for existing applications, operations, licenses and contracted staff, including support for IMPACT, PeopleSoft, PASS, Quickbase, Out of Boundary, CAAS, Right to Know, Smartfind, Filenet, Kofax, School Profiles, and DCPS Website.	\$472,275	\$472,275	\$472,275	\$472,275	\$1,889,101
2010	Application Implementation	\$166,736	\$166,736	\$166,736	\$166,736	\$666,945
2011	Web Maintenance	\$14,319	\$14,319	\$14,319	\$14,319	\$57,277
2013	Applications Infrastructure	\$62,965	\$62,965	\$62,965	\$62,965	\$251,959
2081	PeopleSoft	\$130,250	\$130,250	\$130,250	\$130,250	\$521,000
5020	DC One Card	\$80,291	\$80,291	\$80,291	\$80,291	\$321,164
2016	GIS	\$17,714	\$17,714	\$17,714	\$17,714	\$70,856
Apps Total:		\$472,275	\$472,275	\$472,275	\$472,275	\$1,889,101
4020 - Server Operations	Cost of maintenance and support of physical and virtual machines, databases, domains, storage, and SSL certificates.	\$172,779	\$172,779	\$172,779	\$172,779	\$691,118
4030 - Telecom	Provide all level of telecom and VOIP support to all DCPS schools and the DCPS Central Office.	\$54,705	\$54,705	\$54,705	\$54,705	\$218,820
4036 - DC Net	Provide VOIP support	\$264,421	\$264,421	\$264,421	\$264,421	\$1,057,682
4050 City-wide Messaging	Provide support for Student Network Accounts	\$47,905	\$47,905			\$95,810
5010 - Security	Provide dedicated IT security engineering and operation functions for DCPS for all network elements. Includes firewall management and support, Intrusion Protection device resource support and engineering, Content filtering, resource engineering and support services, desktop Anti Virus protection resource support and onsite or remote virus removal services; Data leakage (extrusion protection) prevention, alerting and support (device, software and professional services).	\$49,448	\$49,448	\$49,448	\$49,448	\$197,790
4035 - Network Operations Center	Provide dedicated network engineering functions for DCPS for all network move/add/change/disconnect requests. Provide network planning and installation services for operational issues and assist with network engineering planning and project coordination and technical designing. Provide cost savings and avoidance efforts for network expenditures. Full network element and application monitoring and network dispatch support for all schools and admin offices.	\$163,622	\$163,622	\$163,622	\$163,622	\$654,489
6010 - IT ServUs	Provide support for Desktop support, asset management, trouble tickets, school openings, interactive white boards and OFNS.	\$932,239	\$932,239	\$932,239	\$932,239	\$3,728,954
5010 - Security	Fidelis Network PII DLP	\$26,000				\$26,000
5010 - Security	Content Filtering Border	\$15,000				\$15,000
5010 - Security	Threat Management Gateway Support ISA	\$7,000				\$7,000
5010 - Security	Content Filtering (Lightspeed)	\$125,000				\$125,000
5010 - Security	Anti Virus Protection DCPS	\$90,000				\$90,000
5010 - Security	Intrusion Prevention	\$220,000				\$220,000
2010 - Applications	IQ Licenses	\$5,656				\$5,656
2010 - Applications	QuickBase Licenses (DCPS portion)	\$227,500				\$227,500
2010 - Applications	SAAS Maintenance	\$238,540				\$238,540
2013 - Applications	Filenet Support	\$73,500				\$73,500
2080 - Applications	Ariba Technical Support Services (TSS) fees - DCPS share.	\$137,388				\$137,388
2081 - Applications	PeopleSoft Technical Support Licenses (DCPS share)	\$150,000				\$150,000
3010 - PMO	DCPS MS Desktop contract annual cost			\$451,475		\$451,475
	Combined TOTAL	\$3,509,224	\$2,192,640	\$2,596,210	\$2,144,735	\$10,442,810
2010 Application Implementation		\$639,432	\$166,736		\$166,736	\$1,139,641
2011 Web Maintenance		\$14,319	\$14,319		\$14,319	\$57,277
2013 Application Infrastructure		\$136,465	\$62,965		\$62,965	\$325,359
2016 GIS		\$17,714	\$17,714		\$17,714	\$70,856
2080 PASS		\$137,388	\$0		\$0	\$137,388
2081 PeopleSoft		\$280,250	\$130,250		\$130,250	\$671,000
3010 PMO		\$35,247	\$35,247		\$35,247	\$140,988
4020 Server Operations (ECIS)		\$172,779	\$172,779		\$172,779	\$691,118
4030 Telecommunications		\$54,705	\$54,705		\$54,705	\$218,820
4035 NOC		\$163,622	\$163,622		\$163,622	\$654,489
4036 DC Net		\$264,421	\$264,421		\$264,421	\$1,057,682
4050 City-Wide Messaging		\$47,905	\$47,905		\$47,905	\$191,580
5010 IT Security		\$532,448	\$49,448		\$49,448	\$680,790
5020 DC One Card Identity Management		\$80,291	\$80,291		\$80,291	\$321,164
6010 IT ServUs		\$932,239	\$932,239		\$932,239	\$3,728,954
Total		\$3,509,224	\$2,192,640	\$2,596,210	\$2,144,735	\$10,442,810





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**Attachment B:**  
**Service Level Agreements (SLA)**  
**Between**  
**The Office of the Chief Technology Officer (OCTO)**  
**and**  
**District of Columbia Public Schools (DCPS)**  
**FY2014**



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# **APPLICATIONS IMPLEMENTATION**

## **Introduction**

This document constitutes the Service Level Agreement (SLA) between the Office of the Chief Technology Officer's (OCTO) Application Implementation (AI) group and the District of Columbia Public Schools (DCPS) for supported applications. This document describes the level of service agreed upon by all parties.

DCPS Web Applications that are entitled to AI support are identified at the end of this SLA along with their annual support costs.

This Agreement does not apply to any new software applications developed for DCPS or for enhancements to existing DCPS applications that occur after the signing of this Agreement. When MOUs are signed between OCTO AI and DCPS, the SLA for each new application or enhancement will be defined within that document.

## **Service Period**

This Agreement is effective as of the date signed by both parties for fiscal year 2014. OCTO services described herein will be available from the date signed through September 30, 2014.

## **Statement of Work**

This Agreement provides support services to the entitled Web applications belonging to DCPS. Support services provided for each entitled application are:

- Application defect resolution - An application defect is defined as an error, flaw, or failure in a software system that produces an incorrect or unexpected result, or causes it to behave in unintended ways from the agreed upon requirements.
- Site scope monitoring of production application server
- SSL certificate maintenance
- Maintenance of production application server
- Maintenance of production database server
- Maintenance of production Internet Information Services (IIS)
- Interaction with OCTO's Change Advisory Board for permission to launch modifications.
- Deployment software patch code updates, database changes, and SQL scripts to production web site
- On-going security (scan) management per District/OCTO security policy requirements

## **Service Level Agreements**

Application Implementation is committed to providing high quality service and support. There are four levels of application defects.

Priority 1 – The application or database is down and there is an outage.

Priority 2 – Due to a software defect the continued use of the application is rendered impossible.

Priority 3 – The software is usable with restrictions on functionality.

Priority 4 – The software is usable but has a performance issue.

Priority 1 (system down) defects will be assigned to an appropriate resource for resolution immediately upon notification (24x7x365). If no resolution has occurred within 4 hours, the incident will be escalated and additional resources assigned.

Priority 2 (system unusable) defects will be assigned to an appropriate resource within two hours of notification. If no resolution has occurred within 4 hours of resource assignment, the incident will be escalated and additional resources assigned.

Priority 3 (restrictions on functionality) defects will be assigned to an appropriate resource within 1 business day. If no resolution has occurred within 2 business days, the incident will be escalated or additional resources assigned. Priority 3 defects will only be worked on during normal business hours, Monday through Friday.

Priority 4 (performance issue) defects will be assigned to an appropriate resource within 1 business day. If no resolution has occurred within 3 business day, the incident will be escalated or additional resources assigned. Priority 4 defects will only be worked on during normal business hours Monday through Friday.

## **SLA Review**

It is the intent of each party involved to review this Agreement on a semi-annual basis to discuss possible change in responsibilities and /or commitments. New services or adjustments to current service offerings may be discussed and planned for incorporation into this Agreement, however the new services will not go into effect until an Amendment has been signed by the management representative for each party.

## **Amendments**

Amendments may be initiated by any of the parties in this Agreement but must be agreed to by all parties in writing. Amendments will supersede only the original portion of the Agreement being amended.

## Applications Entitled to Support Under this Agreement:

Eligible Applications
DCPS High School Common Application
Out of Boundary Lottery
Chancellor's Document Approval System
Parents' Right to Know HQ
Destiny
SAAS (Smart Access and Attendance System)
Emergency & Safety Alliance (ESA/REMS)
DCPS School Profiles ( <a href="http://profiles.dcps.dc.gov">profiles.dcps.dc.gov</a> )
Food Nutrition Online Menu
SmartFind Express
<b>NOTE:</b> All Quickbase applications to be supported by OCTO QB developers on site at DCPS.



# **SERVER OPERATIONS**

## **General Overview**

This document constitutes the Statement of Work (SOW) and Service Level Agreement (SLA) between the Office of the Chief Technology Officer (OCTO), Server Operations, and the DISTRICT OF COLUMBIA PUBLIC SCHOOLS. This document describes the work to be performed, the responsibilities of all parties and the level of service agreed upon by all parties.

This document applies to DISTRICT OF COLUMBIA PUBLIC SCHOOLS assets that are entitled for Server Operations support. Entitlement is accomplished through the signing of a Memorandum of Understanding (MOU) for services rendered by OCTO and Server Operations to DISTRICT OF COLUMBIA PUBLIC SCHOOLS.

## **Service Period**

This agreement is effective as of the date signed by all parties for fiscal year 2014. Server Operations services described herein will be available from 10/01/13 to 09/30/14. Server Operations will be held responsible for the service level defined in this agreement from the signing of the MOU through the end of the 2014 fiscal year. This agreement remains in effect until terminated in writing by all parties or contract end date, whichever occurs first.

## **Statement of Work**

OCTO fully understands the DISTRICT OF COLUMBIA PUBLIC SCHOOLS need to improve its capabilities and services through modernization and its need to establish a sound technical infrastructure for operational and business processes. OCTO has a proven record of accomplishment in meeting and exceeding these requirements for other District agencies and will meet and exceed those for the DISTRICT OF COLUMBIA PUBLIC SCHOOLS as well.

This agreement provides Server Management Services to the DISTRICT OF COLUMBIA PUBLIC SCHOOLS. OCTO Server Operations will provide day-to-day monitoring, break-fix server management and back-up/recovery services for servers entitled under the MOU agreement.

Specific tasks will vary, however, this document is meant to serve as a summary to the known duties that must be assumed by OCTO.

## **Fundamental Server Support Services Overview**

- System Administration (Installation, Move, Add, Change)
- Server Consolidation
- Technical Architecture and Design
- Hardware and Operating System Maintenance

# System Administration

- Daily, Weekly, Monthly proactive review of server logs (server, security, application)
- Customized installation of Hardware and Operating Systems
- Configuration assistance
- Specialized user and group administration, AD administration
- Hardware and software change management
- Hardware and Operating System Patch Management
- File server management
- Performance management
- Virus Protection

# System Archival and Data Restoration

Sever Operations will install and configure backup software for system archival and data restoration. Backups will be performed on a monthly (Grandfather), weekly (Father) and a daily (incremental) rotation scheme.

- Scheduling
- Data Restoration
- Tape Storage and Management
- Archival

# Operational Maintenance Services

The DISTRICT OF COLUMBIA PUBLIC SCHOOLS servers will periodically require patches and software upgrades as well as table changes that must be applied without customers having access to the systems. Server Operations has set aside two maintenance windows a week for maintenance activities. The maintenance widows are scheduled for Wednesday and Friday evenings from 8PM to Midnight. All maintenance will be pre-approved by the OCTO Change Control Board (CCB) that meets every Wednesday afternoon. Agency POCs will be notified prior to any scheduled server maintenance and once the maintenance is completed ONLY the AUTHORIZED DISTRICT OF COLUMBIA PUBLIC SCHOOLS Customer Representative will be allowed to disrupt any activities that are planned for maintenance during the time for Operational Services.

# Requesting Service

In the event there is a need to request service the customer must adhere to the following policies and procedures to allow responsible parties to take action in an effective and efficient manner. Deviating outside of the procedure(s) that follow may prolong response time outside of the defined timetable.

## Hours of Operations

Server Operations is available 7 days per week, 24 hours per day and 365 days per year. Server Operations is onsite 7:30AM to 6:00PM, Monday through Friday.

After hours is considered weekends, holidays, and anytime after 6:00PM weekdays.

Hours outside core business hours are manned via mobile cell phone by a primary and secondary on call engineer. Engineers respond to any escalation received by the Help Desk or NOC in order to conduct problem resolution and escalate issues.

## Response Time

The Server Operations Group will monitor each server for performance. Should a hardware failure or problem occur, the Server Operations Group will initiate repairs based on the following response model which is consistent with the Dell Gold Service Level:

**Response Time Table**

Category	Impact	Response Time	
		Normal	After Hours
Critical	Agency unable to access service/server	Immediate	30 min
Severe	Problem affecting multiple people or services	30 min	4 hours
Urgent	Routine problems, IMAC requests	12-24 hours	Next business day

**\*\*Note:** Response times are not indicative of the time it takes to troubleshoot and or resolve the issue. **\*\***

**\*\*Note:** Response time will vary according to system environment i.e. Development, Test, and Production **\*\***

## Escalation

All concerns or questions pertaining to service incidents during normal business hours should be escalated as follows:

Case\Incidents →

Team Lead (via email [serverops.support@dc.gov](mailto:serverops.support@dc.gov) or 202 724 3689) →

Server Operations Manager\Director (via email [Anthony.Watkis@dc.gov](mailto:Anthony.Watkis@dc.gov))

After-hours service incidents or issues will be escalated according to the established escalation process. The Network Operations Center (NOC) will manage the communication channel during after-hours escalation.

Case\Incidents →

NOC →

Primary On Call Engineer →

Secondary On Call Engineer →

Team Lead →

Server Operations Manager\Director

# Roles and Responsibilities

This SLA is an agreement of responsibilities by both OCTO Server Operations and DISTRICT OF COLUMBIA PUBLIC SCHOOLS in reference to the monitoring and problem reporting of DISTRICT OF COLUMBIA PUBLIC SCHOOLS server infrastructure. The following table briefly describes the interaction of both parties to this agreement. The table describes the levels of interaction per the tasks/activities to be completed.

## OCTO Server Operations

- Root-cause Analysis/Emergency Repair – Identify problem within 4 hours and correct within 24 hours of the occurrence. The AGENCY technical representative will be called immediately when a problem is discovered.
- Meet response times associated with the priority assigned to incidents and service requests.
- Generating reports on service level performance via agency request.
- 24/7 Monitoring of Servers and provide customer Group emergency call tree to escalate notifications and problems (technical or administrative)
- Notify Customer's technical representative of any unusual events/exploits attempts
- Appropriate notification to customer for all scheduled maintenance via the Maintenance Calendar, Service
- Implement defined processes to deliver these service levels

## Agency (Customer)

Customer responsibilities and/or requirements in support of this Agreement include:

- Functional description of the physical infrastructure, software and application dependencies.
- Configuration/Support documentation for identified systems.
- Contact information for the customer technical representative who will be responsible for all roles and access controls to the application.
- Application & Database Updates

Application and database updates and modifications are the responsibility of the DISTRICT OF COLUMBIA PUBLIC SCHOOLS and their respective third-party application vendor.

However the backup and redundancy of the Microsoft SQL\Oracle database is available as a service offering to the agency and may be requested by the agency as a service or part of the scope of work.



(Sample of Services)

Installation Responsibilities	Server Operations Responsibility	DISTRICT OF COLUMBIA PUBLIC SCHOOLS Responsibility
Server	Perform	
Memory	Perform	
Power Supplies	Perform	
Disk Arrays	Perform	
Network Interface Cards	Perform	
Cabling	Perform	
Monitor	Perform	
Keyboard/Mouse	Perform	
Operating System	Perform	
Anti-Virus Software	Perform	
Server Hardening	Perform	
Application	Assist	Perform
Server Maintenance	Server Operations Responsibility	DISTRICT OF COLUMBIA PUBLIC SCHOOLS Responsibility
Start/Restart	Perform	
Performance Tuning	Perform	
Operating System Patch Mgmt	Perform	
Hardware Driver Upgrade Management	Perform	
Clustering/Load Balancing	Perform	
Data Quality	Perform	
Data Integrity	Perform	
Backup/Restore (1)	Perform	
Tape Rotation (1)	Perform	
Anti-Virus Software	Perform	
DAT/Engine Maintenance	Perform	
Environmental Controls (2)	Perform	
Physical Security (2)	Perform	
Monitoring	Server Operations Responsibility	DISTRICT OF COLUMBIA PUBLIC SCHOOLS Responsibility
Server Availability (ping)	Perform	
CPU Utilization	Perform	
Memory	Perform	
HDD Space	Perform	
Wan Links	Perform	
Event Logs	Perform	

1. In addition to save criteria, DISTRICT OF COLUMBIA PUBLIC SCHOOLS must provide supply of tapes & client SW for the backup services
2. Physical Security and Environmental Controls will be dependant upon the location of the equipment.

# **Service Level Agreement Review**

All parties may review this document on an annual basis to discuss possible change in scope, requirements, responsibilities and /or commitments.

Changes can be initiated by any of the parties in this agreement but must be agreed to by all parties in writing. New services or adjustments to current service offerings may be discussed and planned for incorporation into this document. However, the new services will not be in effect until the management, or representative for each party has signed the document.

## **Amendments**

Formal incorporation of changes will be accommodated via written amendments signed by representatives of all parties to this agreement. Amendments will supersede only the original portion of the agreement being amended. OCTO Sever Operations will maintain all versions of this document and redistribute amendments within 30 calendar days after final agreement is achieved. The revised document will remain in effect for the duration of the 2014 fiscal year.

# **TELECOMMUNICATIONS**

## **Introduction**

This document constitutes the Service Level Agreement (SLA) between the Office of the Chief Technology Officer's (OCTO) Department of Telecommunication Governance and the District of Columbia Public Schools (DCPS) for supported services. This document describes the level of service agreed upon by all parties.

DCPS are entitled to Department of Telecommunication Governance support and the annual support costs for these services are covered in the FY14 DCPS MOU with OCTO.

This Agreement applies to services defined specifically for DCPS. When MOUs are signed between OCTO Department of Telecommunication Governance and DCPS, the SLA for any new services or enhancements will be defined within a new document.

## **Service Period**

This Agreement is effective as of the date signed by both parties for fiscal year 2014. OCTO services described herein will be available from October 1, 2013 or the date signed, whichever is later, through September 30, 2014.

## **Statement of Work**

This Agreement provides Department of Telecommunication Governance support services specifically for DCPS. FY2014 Department of Telecommunication Governance support services will include but is not limited to:

- Providing telecommunications support services to all DC Public Schools buildings and the Van Ness ES offices, and D C Public Schools Headquarters. Responding to all wireless, landline, long distance, wiring and moves/adds / change and disconnect requests received via direct telephone call, called into the DCPS helpdesk (202-442-5715), remedy tickets, emails, and face to face encounters, etc.
- Maintaining (validate & certify) all DCPS telecom inventory (cellular, landline, circuits) in the District's city-wide Fixed Cost Telecom Management system.
- Validating and certifying, as correct, all wireless inventory and related wireless vendor billing records.
- Conducting annual validation, with the cooperation of DCPS personnel, of DCPS telephone directory to ensure that all schools are listed with up to date contact information.
- Ensuring cost savings contract re-negotiations by working on behalf of DCPS, directly with approved vendors to implement best cost/best pricing for monthly rate plans and the latest equipment and technology.
- Providing assignment / troubleshooting and configuration of all the wireless devices distributed to DCPS employees.

- Providing on-going cost saving efforts by reviewing on a quarterly basis all wireless vendor zero usage reports and disconnecting unused devices.
- Providing on-going cost saving efforts by reviewing on a quarterly basis all landline vendor zero usage reports and disconnecting unused dial tone.
- Performing order close out function to ensure satisfactory and acceptable delivery of requested services from all approved DCG vendors

#### Technicians / Wiring request

- Respond to all wiring / cabling requests received from all DCPS Schools
- Represent DCPS in negotiating wiring request with DCG approved outside wiring vendors and work to obtain the best cost/best value quote, when requests exceed 15 or more drops/extensions or install.
- Ensure that requests for wiring of 15 or less drops / extensions or installs are managed in-house by DC NET.
- Ensure that RTS orders are created to execute and fulfill all wiring / cabling request.
- Ensure that all wiring request meet DCG standard and meet requestor needs to completion
- Dispatch experienced, qualified technicians that will provide on-site troubleshooting for all landline troubles
  - Will contact vendors for higher escalations where applicable.
- All requests will go through the RTS process and may require funding attributes.

### Service Level Agreements

Department of Telecommunication Governance is committed to providing the highest quality in customer service and support. Our standard working hours are: 8:30 AM to 5:30 PM, Monday through Fridays.

There are three levels of support:

Priority 1 – Out of Service – upon notification, Department of Telecommunication Governance will respond immediately and issue will be assigned to an appropriate resource / vendor for resolution upon notification. This applies to landline and cellular services.

Priority 2 – Critical / high profile personnel requiring service- upon notification, Department of Telecommunication Governance will respond and issue will be assigned to an appropriate resource / vendor within 24 hours of notification. If resolution has not been reached within the 24 hour period of time, the incident will be escalated and additional resources assigned. This applies to landline and cellular services

Priority 3 – Regular, business as usual request for ;

- New landline service and in-stock cellular service, upon notification, Department of Telecommunication Governance will respond within 48 hours. If resolution has not been reached within 48 hours or 2 business days, the request will be escalated. Priority 3 request will typically be worked during normal business hours, Monday through Friday.



- Request for 'out-of-stock' cellular services, upon notification, Department of Telecommunication Governance will respond within 48 hours or 2 business days. The request for out of stock cellular devices will be fulfilled within 7-10 business days. If delivery of service has not been completed within 7-10 business day, the request will be escalated and /or additional resources will be assigned. Priority 4 requests will typically be worked during normal business hours, Monday through Friday.

## SLA Review

It is the intent of each party involved to review this Agreement on a semi-annual basis to discuss possible change in responsibilities and/or commitments. New services or adjustments to current service offerings may be discussed and planned for incorporation into this Agreement, however the new services will not go into effect until an Amendment has been signed by management representative for each party.

## Amendments

Amendments may be initiated by any of the parties in this Agreement but must be agreed to by all parties in writing. Amendments will supersede only the original portion of the Agreement being amended.

## Historical Data

OCTO / DCPS	FY09	FY10	FY11
Request for Telecommunication Services (RTS) to vendors issued	1119	650	510
Service Request Remedy tickets	2958	2624	2744
Helpdesk (troubles) Remedy tickets	4062	2743	2611

# **CITYWIDE IT SECURITY (CWITS)/NETWORK OPERATIONS CENTER (NOC)**

## **Introduction**

This document constitutes the Service Level Agreement (SLA) between the Office of the Chief Technology Officer's (OCTO) Network Operations (NOC) and Citywide Information Technology Security (CWITS) program groups and the District of Columbia Public Schools (DCPS) for supported network and security operations. This document describes the level of service agreed upon by all parties.

DCPS network and security operation that are entitled to NOC/SOC support are identified on page 3 of this SLA. This agreement provides Network and Citywide Information Technology Services to the DC Public Schools. OCTO will provide day-to-day monitoring, break-fix network management and information security entitled under the MOU agreement. The annual support costs for these applications are covered in the FY14 DCPS MOU with OCTO.

OCTO fully understands the DCPS need for a high availability and redundant network services in providing a sound technical infrastructure for operational and business processes. OCTO has a proven record of accomplishment in meeting and exceeding these requirements for other District agencies and will meet and exceed those for the DCPS as well.

This Agreement does not apply to any network element not adhering to OCTO standards as these tend inhibit or degrade network performance.

## **Service Period**

This Agreement is effective as of the date signed by both parties for fiscal year 2013. OCTO services described herein will be available from October 1, 2013 or the date signed, whichever is later, through September 30, 2014.

## **Statement of Work**

This Agreement provides support Network and Security services to the entitled NOC/CWITS belonging to DCPS. Network services provided for each entitled application are:

- Network Infrastructure Monitoring
  - Cisco Router/Switch Devices/Wireless access points
  - Cisco PIX / ASA Firewall appliances
  - WAN Circuit Connectivity (Verizon/DC-NET Issues)
  - Other Vendor Network Routing/Switch/Security Devices
- Network Device Support/Diagnostic Infrastructure
  - Power Control Devices for Systems and network infrastructure
  - Network Diagnostic Devices/Infrastructure (protocol analyzers)
  - Remote environmental monitoring infrastructure

- Security
  - VPN remote access
  - Firewall engineering, administration
  - Managed content filtering
  - Data loss prevention
  - Anti-virus end point protection

## **Service Level Agreements**

### **Hours of Operation**

Infrastructure Services is committed to providing the highest quality in customer service and support. The Network Operations Center is staffed 24x7x365 and may be reached at 202 724-2028. The Citywide Information Technology Security team standard working hour are 8:30 AM to 5:30 PM Monday through Friday and maintains 24x7x365 readiness in response to real world threats and vulnerabilities.

### **VPN Remote Access requests and administration**

Upon CWITS receipt of VPN remote access requests with appropriate DCPS approvals, tokens or access instruction via Phone Factor will be available within one business day. Emergency access or VPN password resets must be escalated to the NOC for immediate resolution after core business hours.

### **Fault Detection and Response Time**

The Network Operations Center partnered with CWITS operates a sophisticated network management, packet analysis and diagnostic tools. HP Openview and Sitescope comprise foundation of the active monitors for the DCPS network. Monitors are configured on network elements i.e. routers, switches, call managers, media, web, application, file and database servers. When triggered the management system generate the following Critical, Urgent and Informational traps for the purpose of this MOU these are classified as Priorities 1 – 3. Table 1 indicates the severity and response taken for each event. Each trap is individually investigated and associated with remedy ticket.

**Fault Detection and Response Time** The Network Operations strives to meet a less than 400 minute mean time to restoral (MTTR) and maintain a less than 15 minute restoration for 50 percent of DCPS tickets. This takes into account periodic commercial power disruptions, assumes a 3 day turn around time for shipment of faulty equipment covered under vendor service agreements. Additionally it considers

Category	Impact	Response Time	
		Normal	After Hours
Priority 1	Agency unable to access network or Hosted service	Immediate	30 min
Priority 2	Problem affecting multiple Schools or admin offices	Immediate	8 hours or next business day
Priority 3	Routine problems, FW rule updates, Add, moves changes, updating content filtering policies	12-24 hours	Next business day

delivery of request telecommunication services (RTS) for vendor to perform work i.e. installation of network infrastructure.

## Escalations and Event management:

**Priority 1** – Restoration of core infrastructure, ISP, core network or services hosted within the data centers. Mitigation of Zero day virus outbreaks.

**Priority 2** – Restoration of network to affected schools or administrative offices.

**Priority 3** – Restoration of services to isolated wing or floor for individual school. Perform AV assessment and update antivirus posture as needed at individual schools.

**Priority 4** – On going operations performance monitoring, updating firewall rule sets, content filtering policies and AV definition files.

## Escalation Timing

	Technical Escalation			Management Escalation (CIC)		
	Priority 1	Priority 2	Priority 3	Priority 1	Priority 2	Priority 3
On Alarm Condition	Primary On-Call Engineer	Primary On-Call		Initial	Initial	
Within 20 Minutes						
30 minutes Prime Time	Secondary On-Call Engineer if no response	Secondary On-Call Engineer if no response	Primary On-Call (working hours)	Update	Update	
60 Minutes after hours						

<b>60 minutes prime time</b>	Manager if no response	Manager if no response	Secondary On-Call if no response	Update	Update	
<b>120 Minutes after hours</b>						
<b>90 minutes 180 Minutes after hours</b>			WAN Manager if no response	Update	Update	
<b>By 8:00 AM Next Business Day</b>			Primary On- Call for issues occurring after hours			Initial via daily NOC reports

## SLA Review

It is the intent of each party involved to review this Agreement on a semi-annual basis to discuss possible change in responsibilities and/or commitments. New services or adjustments to current service offerings may be discussed and planned for incorporation into this Agreement, however the new services will not go into effect until an Amendment has been signed by management representative for each party.

## Amendments

Amendments may be initiated by any of the parties in this Agreement but must be agreed to by all parties in writing. Amendments will supersede only the original portion of the Agreement being amended.



# IT SERVUS

## Introduction

This document constitutes the Service Level Agreement (SLA) between the Office of the Chief Technology Officer's (OCTO) IT ServUs Program and the District of Columbia Public Schools (DCPS) for the support of their desktop computing environment. This document describes the level of service agreed upon by all parties.

This Agreement does not apply to personally owned computers used within the schools or donated equipment that is below the minimal support standards of the IT ServUs program. Those units labeled decommissioned within the schools have been identified as best effort for support and are not covered under any SLA. When MOUs are signed between OCTO IT ServUs and DCPS, the SLA for each lane of service will be defined within this document.

## Service Period

This Agreement is effective as of the date signed by both parties for fiscal year 2014. OCTO services described herein will be available from October 1, 2013 or the date signed, whichever is later, through September 30, 2014.

## Statement of Work

This Agreement provides support services as defined to DCPS owned equipment. Support services provided for said equipment are:

- Installation, de-installation and moving of computer, monitor, peripherals, and printers.
- Installation, configuration, and support of Standard software as defined under the District's computing standards.
- Installation, configuration and support of DCPS specific applications used within the classroom (read 180, dibble, etc.).
- Support of DCPS specific equipment (Smart Board, Tandberg, and Promethean boards)
- Support of domain and email accounts.
- First level support of District Applications (PASS, PeopleSoft HR and e-Time)
- Testing and first level triage of connectivity issues extending beyond the computer.
- Testing and first level support of Wireless Access Points (WAP's)

In Fiscal Year 2014, the support provided to the DC Public Schools under the IT ServUs program will be on a cost per incident model. This fee for service program will charge based on the level of support needed to resolve the reported incident/request. See Appendix A for details.

## Service Level Agreements

IT ServUs is committed to providing high quality service and support in both the DC Customer Care Center and Onsite. When contacting the Call Center by phone, the following standards of responsiveness are measured under the SLA:

- Abandon Rate – the percentage of calls which are not answered
- Speed to Answer – the amount of time it takes for a call to be answered after all greetings and menu options
- First Call Resolution – the percentage of tickets resolved in the Call Center, not requiring escalation
- First Time Resolved – the percentage of customers that have not called with an issue in the prior 15 days

The Abandon rate is based on the number of phone calls in which the customer disconnected after the menu greetings and before being answered by the call center. This number is evaluated in comparison to all calls offered to the Customer Care Center. The benchmark for this value is 10 percent or less, daily. The goal is to be met 80 percent of the time.

The Speed to Answer is evaluated as a daily average. This calculation is based on the amount of time that lapses between the completion of all menu selections and greetings to when the call is answered by a member of the Call Center. The benchmark for this value is 30 seconds or less, daily. This goal is to be met 80 percent of the time.

First Call Resolution rate is evaluated on a daily and monthly interval. This calculation is based on the number of tickets resolved within the Call Center in comparison to the total number of tickets created by the Call Center for the same period of time. The benchmark for this value is 60 percent or higher, daily. This goal is to be met 80 percent of the time.

First Time Resolution Rate is a success metric and is evaluated on a daily basis. This calculation is based on the number of times a customer has called in the prior 15 days with the same issue in comparison to the total number of callers in the same period of time. This metric is evaluated on a daily basis and has a benchmark of 60% or more, daily.

For those issues requiring escalation for Desk Side support from the Call Center, following six SLA's apply:

- High Priority Support – VIP and/or work stoppage
- Standard Priority Support – Servicing of non-work stoppage issues

- Warranty Equipment Support – Servicing and support of equipment that is within the manufacturer's warranty period
- Non-Warranty Equipment Support – Servicing and support of equipment outside of the manufacturer's warranty period
- IMAC Service – Installation of computing equipment without exceeding 9 units
- First Time Fix – The percentage of customers whom have not reported a problem requiring desk side support in the prior 15 days

High Priority Support services will be initially triaged within the Call Center; remote connectivity may be attempted within reason. If the issue remains unresolved, the case will be escalated for support to the appropriate Desk Side Technician for resolution. Resolution performance period for this service is 4 business hours.

Standard Priority Support services will be triaged within the Call Center; remote connectivity may be attempted within reason. If the issue remains unresolved, the case will be escalated for support to the appropriate Desk Side Technician for resolution. Resolution performance period for this service is 1 business day (10 business hours).

Warranty Equipment Support reported to the Call Center or identified by a Desk Side Technician will be triaged to identify the defect. For computers and associated peripherals, the Technician will work with the manufacture to acquire needed parts and conduct the repairs. For units such as scanners and printers, the Technician will work with the manufacture and the customer to ensure repair or services are conducted thru the identified methods of the manufacture/vendor. The resolution performance period for this service is 3 business days (30 business hours).

Non-Warranty Equipment Support involves the triage and identification of the needed parts to conduct the repair of equipment that is out-of-warranty. This service is termed "Best Effort" for the support of equipment that has not been identified as "Decommissioned". When the needed parts are identified, it is the responsibility of DCPS to arrange for the replacement parts to conduct the needed repairs. In the event that the representatives of DCPS opt not to supply the needed parts, the ticket will be identified as closed without repairs. The resolution performance period for this service is 20 business days.

IMAC Service Support includes the installation, removal and moving of computers, monitors peripherals, scanners and printers. This service is limited to a count of 9 units or less per month. For those items exceeding the reasonable weight for an individual to move, arrangements will need to be made for a third party to move and/or transport the equipment. Requests exceeding 9 units will be managed as a special project and will be assessed and charged separate of this SLA. The resolution performance period for this service is 10 business days.

For all five standard SLA's, it is the objective of the IT ServUs program to meet or exceed the established benchmark 70 percent of the time or better, for each lane of service.

First time fix, is a success metric and is determined by evaluating the number of times a customer has had support requests requiring desk side support in the prior 15 days. If the customer has not placed a service request in the prior 15 days, this is considered a First time fix success. The scoring of this metric is based on the number of customers that have not reported a problem in the past 15 days versus the

total number of callers in the same day. This metric is evaluated on a daily basis and has a target of 60% or better.

## **SLA Review**

It is the intent of each party involved to review this Agreement on a semi-annual basis to discuss possible change in responsibilities and/or commitments. New services or adjustments to current service offerings may be discussed and planned for incorporation into this Agreement; however, the new services will not go into full effect until an Amendment has been signed by a management representative for each party.

## **Amendments**

Amendments may be initiated by any of the parties in this Agreement, but must be agreed to by all parties in writing. Amendments will supersede only the original portion of the Agreement being amended.

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
*DISTRICT OF COLUMBIA PUBLIC SCHOOLS*  
AND  
OFFICE OF THE CHIEF FINANCIAL OFFICER, ACTING THROUGH  
~~THE OFFICE OF FINANCE AND TREASURY~~  
FOR FISCAL YEAR 2014

**I. INTRODUCTION**

This Memorandum of Understanding (this "MOU") is entered into between the **District of Columbia Public School** ("Buyer Agency") and the Office of the Chief Financial Officer, acting through the **Office of Finance and Treasury** ("Seller Agency"), collectively referred to herein as the "Parties".

**II. LEGAL AUTHORITY FOR MOU**

D.C. Official Code § 1-301.01(k) (2010 Supp.).

**III. OVERVIEW OF PROGRAM GOALS AND OBJECTIVES**

The Office of Finance and Treasury, by means of contract **CFOPD-10-C-015** awarded to **Dunbar Armored**, an armored car service provider, will transport District funds from specified collection points at District Agencies to various financial institutions.

**IV. SCOPE OF SERVICES**

Pursuant to the applicable authorities and in the furtherance of the shared goals of the Parties to carry out the purposes of this MOU expeditiously and economically, the Parties hereby agree as follows:

**A. RESPONSIBILITIES OF SELLER AGENCY**

The Office of Finance and Treasury, by means of contract **CFOPD-10-C-015** awarded to **Dunbar**, will transport District funds from specified collection points at District Agencies to various financial institutions

**B. RESPONSIBILITIES OF BUYER AGENCY**

*DCPS* agrees to advance the full amount of the estimated cost of this agreement to the *OCFO*.



## **V. DURATION OF THIS MOU**

### **A. PERIOD**

The period of this MOU shall be from October 1, 2013 through September 30, 2014 unless terminated in writing by the Parties pursuant to Section XI of this MOU.

### **B. EXTENSION**

The Parties may extend the period of this MOU by exercising a maximum of five ( 5 ) one-year option periods. Option periods may consist of a fiscal year, a fraction thereof, or multiple successive fractions of a year. Buyer Agency shall provide Seller Agency with written notice of its intent to exercise an option period 30 days prior to the expiration of the initial or extension year of this MOU. The exercise of an option is subject to the availability of funds at the time of the exercise of the option.

## **VI. FUNDING PROVISIONS**

### **A. COST OF SERVICES**

Total cost for goods and/or services under this MOU shall not exceed **\$32,000** for Fiscal Year 2014. Funding for goods and/or services shall not exceed the actual cost of the goods and/or services provided. Although historically, the rates have been higher, the November 2013 invoice id for the amount of \$2,902.23 (See attached). This rate projected for the FY 2014 totals \$31,924.53 ( $\$2,902.23 \times 11$ ).

### **B. PAYMENT**

#### **Intra-District process:**

1. Payment for the goods and/or services shall be made through an Intra-District advance by Buyer Agency to Seller Agency based on the total amount of this MOU.
2. Seller Agency shall submit monthly reconciliations which shall include itemized monthly claims for reimbursement on actual counts taken daily at the point of service by the reimbursement category.
3. Advances to Seller Agency for the services to be performed and/or goods to be provided shall not exceed the amount of this MOU (**\$32,000.00**).
4. Seller Agency shall receive the advance and bill Buyer Agency through the Intra-District process only for those goods and/or services actually provided pursuant to the terms of this MOU. Seller Agency shall notify Buyer Agency within forty-five (45) days of the current fiscal year if it has reason to believe that all of the advance will not be billed during the current fiscal year. Seller Agency shall return any excess advance to Buyer Agency within thirty (30) days of the end of the current fiscal year.

### **C. ANTI-DEFICIENCY CONSIDERATIONS**

The Parties acknowledge and agree that nothing in this MOU creates a financial obligation in anticipation of an appropriation and that 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, (iii) D.C. Official Code § 47-105, and (iv) D.C. Official Code § 1-204.46, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

### **VII. AMENDMENTS AND MODIFICATIONS**

This MOU may be amended or modified only upon prior written agreement of the Parties. Amendments or modifications shall be dated and signed by the authorized representatives of the Parties

### **VIII. CONSISTENT WITH LAW**

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

### **IX. COMPLIANCE AND MONITORING**

Seller Agency will be subject to scheduled and unscheduled monitoring reviews to ensure compliance with all applicable requirements.

### **X. RECORDS AND REPORTS**

Seller Agency shall maintain records and receipts for the expenditure of all funds provided pursuant to this MOU for a period of no less than three years from the date of expiration or termination of this MOU and, upon the District of Columbia's request, make these documents available for inspection by duly authorized representatives of Buyer Agency and other officials as may be specified by the District of Columbia in its sole discretion.

### **XI. TERMINATION**

Either Party may terminate this MOU in whole or in part by giving sixty (60) calendar days advance written notice to the other Party. In the event of termination of this MOU, payment to the Seller Agency shall be held in abeyance until all required fiscal reconciliation, but not later than September 30 of the then current fiscal year.



## **XII. NOTICES**

The following individuals are the contact points for each Party:

**OCFO:**

Jeanne Marie Hoover  
Chief of Management Operations  
Office of Finance and Treasury  
1101 4<sup>th</sup> Street, SW, Suite 850  
Washington, DC 20024

**DCPS:**

Kaya Henderson  
Acting Chancellor  
District of Columbia Public Schools  
1200 First St, NE  
11th Floor  
Washington, DC 20002

## **XIII. PROCUREMENT PRACTICES ACT**

If a District of Columbia agency or instrumentality plans to utilize the goods and/or services of an agent, contractor, consultant or other third party to provide any of the goods and/or services under this MOU, then the agency or instrumentality shall abide by the provisions of the District of Columbia Procurement Practices Act of 1985 (D.C. Official Code § 2-301.01, *et seq.*) to procure the goods or services.

## **XIV. RESOLUTION OF DISPUTES**

The Chief of Management Operations and the Acting Chancellor, or their designees, shall resolve all disputes and/or adjustments resulting from goods or services provided under this MOU. In the event the parties cannot resolve a dispute, the matter shall be referred to the OCFO Contracting Officer. The decision of the OCFO Contracting Officer related to any disputes referred shall be final. In the event the Parties are unable to resolve a financial issue, the matter shall be referred to the Office of Financial Operations and Systems.

## **XV. CONFIDENTIAL INFORMATION**

The Parties to this MOU will use, restrict, safeguard and dispose of all information related to services provided by this MOU in accordance with all relevant federal and local statutes, regulations, and policies. Information received by either Party in the performance of responsibilities associated with the performance of this MOU shall remain the property of the Buyer Agency.

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

DISTRICT OF COLUMBIA PUBLIC SCHOOLS

K. Rude for K. Henderson  
Kaya Henderson  
Acting Chancellor

4-9-14  
Date

OFFICE OF THE CHIEF FINANCIAL OFFICER

[Signature]  
Dr. Natwar Gandhi  
Chief Financial Officer

OCT 28 2013

Date

# INTRA DISTRICT STANDARD REQUEST FORM

Government of the District of Columbia

## PART I

MOU NUMBER: 7ACGA4/14

DATE OF MOU: 10/01/13

### SELLER INFORMATION

AGENCY: Office of the Chief Financial Officer

AGENCY CODE: AT0

NAME OF CONTACT: Jeanne M. Hoover

ADDRESS: 1101 4<sup>TH</sup> Street, SW, 8<sup>th</sup> Floor

Washington, DC 20024

TELEPHONE: (202) 727-0911

FAX: (202) 727-6049

AUTHORIZING OFFICER: 

Jeanne Marie Hoover

DATE: \_\_\_\_\_

### BUYER INFORMATION

AGENCY: District of Columbia Public Schools

AGENCY CODE: GA0

NAME OF CONTACT: Kelly Rechen

ADDRESS: 1200 First St, NE, 11<sup>th</sup> Floor

Washington, DC 20002

TELEPHONE: (202) 671-3117

FAX: (202) -

AUTHORIZING OFFICER: \_\_\_\_\_

DATE: \_\_\_\_\_

PLEASE SEE NEXT PAGE FOR FUNDING INFORMATION



# INTRA DISTRICT STANDARD REQUEST FORM

Government of the District of Columbia

## PART II

### SERVICE INFORMATION AND FUNDING CODES

GOOD/ SERVICE: ARMORED CAR SERVICE

DATE: 10/01/13


TOTAL: \$32,000

	<i>Agy</i>	<i>Year</i>	<i>Org Code</i>	<i>Fund</i>	<i>Index</i>	<i>PCA</i>	<i>Object</i>	<i>Agy Obj</i>	<i>Grant/Ph</i>	<i>Project/Phase</i>
<b>Seller</b>	AT0	14	7100	0705	710Q4	70501	4600	4600		7ACGA4/14
<b>Buyer</b>	GA0	14	4581	0101	4581L	2900L	0409	0409		







Partner Address		Nov-13		Invoice		The Most Trusted Name In Security.					
Po Box 44115 Baltimore, MD 21244-4115 Phone: (410) 558-2129		Customer: 02003156 Invoice Date: 11/1/2013		Office of the Chief Financial Invoice: 1207877 Total: \$2,902.23							
02003156 205	33	10/29/13	Cas - ATM CASH VAULT SERVICE	1 \$	15.000 \$	-	15.00	DCPS STUART HOBSON MID #255	4265	410 E STREET NE	WASHINGTON
02003156 206	01	10/08/13	DEPOSIT PICKUP	4 \$	178.620 \$	-	178.62	DCPS PEABODY ELEM SCHOOL #206	4266	425 C STREET NE	WASHINGTON
02003156 206	33	10/09/13	Cas - ATM CASH VAULT SERVICE	1 \$	15.0000 \$	-	15.00	DCPS PEABODY ELEM SCHOOL #206	4266	425 C STREET NE	WASHINGTON
02003156 206 Total				2 \$	80.3100 \$	-	80.31				
02003156 207	01	10/09/13	DEPOSIT PICKUP	1 \$	74.3100 \$	-	74.31	DCPS PHELPS CASH #207	4267	704 20TH STREET NE	WASHINGTON
02003156 207	33	10/09/13	Cas - ATM CASH VAULT SERVICE	1 \$	15.0000 \$	-	15.00	DCPS PHELPS CASH #207	4267	704 20TH STREET NE	WASHINGTON
02003156 207 Total				2 \$	89.3100 \$	-	89.31				
02003156 307	01	10/09/13	DEPOSIT PICKUP	1 \$	74.3100 \$	-	74.31	DCPS MURPHY ELEM SCHOOL #307	4307	1250 CONSTITUTION AVENUE NE	WASHINGTON
02003156 307	33	10/09/13	Cas - ATM CASH VAULT SERVICE	2 \$	15.0000 \$	-	15.00	DCPS MURPHY ELEM SCHOOL #307	4307	1250 CONSTITUTION AVENUE NE	WASHINGTON
02003156 307 Total				3 \$	89.3100 \$	-	89.31				
02003156 334	01	10/09/13	DEPOSIT PICKUP	1 \$	74.3100 \$	-	74.31	DCPS WATSON ELEM SCHOOL #334	4334	420 13TH STREET SE	WASHINGTON
02003156 334	33	10/09/13	Cas - ATM CASH VAULT SERVICE	2 \$	15.0000 \$	-	15.00	DCPS WATSON ELEM SCHOOL #334	4334	420 13TH STREET SE	WASHINGTON
02003156 334 Total				3 \$	89.3100 \$	-	89.31				
02003156 701	91	10/09/13	DEPOSIT PICKUP	1 \$	74.3100 \$	-	74.31	CAPITAL HILL MONTESORRI	4701	316 G STREET	WASHINGTON
02003156 701	33	10/09/13	Cas - ATM CASH VAULT SERVICE	2 \$	15.0000 \$	-	15.00	CAPITAL HILL MONTESORRI	4701	316 G STREET	WASHINGTON
02003156 701 Total				3 \$	89.3100 \$	-	89.31				
02003156 1513	01	10/09/13	DEPOSIT PICKUP	1 \$	74.3100 \$	-	74.31	DCPS ADAMS ELEM #1513	41513	29TH & CALVERT STREET NW	WASHINGTON
02003156 1513	01	10/09/13	Cas - ATM CASH VAULT SERVICE	1 \$	15.0000 \$	-	15.00	DCPS ADAMS ELEM #1513	41513	29TH & CALVERT STREET NW	WASHINGTON
02003156 1513	33	10/09/13	Cas - ATM CASH VAULT SERVICE	4 \$	178.6200 \$	-	178.62	DCPS ADAMS ELEM #1513	41513	29TH & CALVERT STREET NW	WASHINGTON
02003156 1513 Total				6 \$	2,902.2300 \$	-	2,902.23				

**MEMORANDUM OF UNDERSTANDING (MOU)  
FOR  
INTRA-DISTRICT FUNDING  
BETWEEN THE DISTRICT OF COLUMBIA  
DISTRICT OF COLUMBIA PUBLIC SCHOOLS (DCPS)  
AND  
THE DISTRICT OF COLUMBIA OFFICE OF THE STATE SUPERINTENDENT  
OF EDUCATION (OSSE)  
DC STATE ATHLETIC ASSOCIATION (DCSAA)  
FOR SCHOOL SECURITY OFFICERS AND CUSTODIAL STAFF  
FOR DCSAA BASKETBALL TOURNAMENT  
AT DCPS HIGH SCHOOL FACILITIES**

**I. INTRODUCTION**

This MOU is entered into between OSSE, and the DCPS, collectively referred to herein as the "Parties".

The State Superintendent of Education is the chief state school officer for the District of Columbia and represents the OSSE and the District of Columbia Government in all matters before the U.S. Department of Education, and the Council of the District of Columbia. OSSE is the state education agency ("SEA") for the District of Columbia and performs all the functions of an SEA for the District under applicable federal law and federal accountability requirements for elementary and secondary education.

The DCSAA is part of the Wellness and Nutrition Division of OSSE, and is responsible for overseeing state high school athletic competitions and programs.

DCPS is the operator of the public school system in the District of Columbia.

**II. GOALS AND OBJECTIVES**

This MOU enables the OSSE, consistent with local laws and regulations to transfer by the intra-district payment process local funds to DCPS for providing school security officers and custodial staff at the DCSAA 2013 Basketball Tournament quarter final games to be played at DCPS locations on Thursday, March 7, 2013 (the "Tournament"). All Tournament games will be played at the DCPS locations listed in Appendix A (the "Tournament Sites").

The purpose of this MOU is strictly to provide a means for funding school security officers and school custodial staff to work the Tournament. The Parties intend that the school security officers will provide quality services for the protection of human life, the prevention of loss of DCPS property and the detection/reporting of criminal activity, and that the school custodial staff will maintain a clean and safe environment for spectators and student-athletes.



### **III. SCOPE OF SERVICES**

Pursuant to the applicable authorities and in furtherance of the shared goals of the Parties to carry out the purposes of this MOU expeditiously and economically, in accordance with all applicable laws, regulations and conditions, the Parties do hereby agree:

#### **A. RESPONSIBILITIES OF DCPS**

1. DCPS shall provide seven (7) school security officers, two (2) unarmed and five (5) armed, per Tournament Site to supplement MPD security the day of the Tournament. The officers shall be on post from 6:00 pm to 10:00 pm.
2. DCPS shall provide one custodial attendant per Tournament Site to provide cleaning services the day of the Tournament. The attendant shall be on post from 8:00 pm to 10:00 pm.

#### **B. RESPONSIBILITIES OF OSSE-DCSAA**

1. An intra-district release of the total funds from the OSSE to DCPS, pursuant to Appendix A, will take place after the following has occurred:
  - a. DCPS has provided seven (7) school security personnel – two (2) armed and five (5) unarmed to provide security and has provided one (1) school custodian at the March 7, DCSAA State Championship Basketball Tournament Quarter Final Games.
  - b. The OSSE has approved the DCPS claim(s) for services rendered; and
  - c. The OSSE has received the documentation required under its reimbursement policy for local funds.

Any transfer made under this MOU must comply with the local statutory and regulatory requirements including the financial management system rules and be consistent with the terms of this MOU.

### **IV. DURATION OF MOU**



The period of this MOU shall be from March 7, 2013 through March 7, 2013 (the "Initial Term"), unless terminated in writing by the Parties prior to its expiration, or unless amended by the parties in writing pursuant to the modification clause below.

## **V. AUTHORITY FOR MOU**

D.C. Official Code § 1-301.01(k); D.C. Official Code § 38-2601 et seq.; and D.C. Official Code §38-824.01.

## **VI. FUNDING PROVISIONS**

### **A. COST OF SERVICES**

1. The total amount of the intra-district transfers under this MOU for the Initial Term shall not exceed the amounts allocated on Appendix A (costs for services). The total amount of intra-district transfers for any subsequent option period exercised by the OSSE shall not exceed the allocations detailed on the updated Appendix A.
2. In the event of termination of the MOU pursuant to the terms in this MOU, payment to the DCPS shall only be made for actual services provided. If no services are provided than no payment is due for the cancelled games.
3. The amounts charged shall be the actual costs of providing the goods and services.

### **B. PAYMENT**

Release of local funds under this MOU shall be made through intra-district transfer by the OSSE to DCPS. If the games are canceled by the State at least two hours prior to the start of the game, payment to DCPS is not due.

### **C. 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 §1-204.46 (2006 Supp.), as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly conditioned.

## **VII. RECORDS AND REPORTS**

DCPS shall maintain records and receipts for the expenditure of all funds provided for a period of no less than five years from the date of payment and, upon the District of Columbia's request, make these documents available for inspection by duly authorized officials as may be specified by the District of Columbia at its sole discretion.

#### **VIII. CONFIDENTIAL INFORMATION**

The Parties shall use, restrict, safeguard and dispose of all information related to this MOU in accordance with all relevant federal and local statutes, records, documents, correspondence, and other materials shall be maintained in accordance with the Family Education Rights and Privacy Act (FERPA) (20 U.S.C. §1232.34, CFR Part 99).

#### **IX. TERMINATION**

Either Party may terminate this MOU, in whole or in part, upon ten days written notice to the other Party. If the games are canceled by the State at least two hours prior to the start of the game, payment to DCPS is not due.

#### **X. NOTICE**

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

Clark Ray  
Director, DC State Athletic Association  
Office of the State Superintendent for Education  
810 1<sup>st</sup> St NE  
Washington, D.C. 20002  
Phone: 202-654-6115

Reginald Ballard  
Director of School Operations, District of Columbia Public Schools  
1200 1<sup>st</sup> Street NE, Suite 931  
Washington, D.C. 20002  
Phone: 202-698-5070

The above individuals are responsible for the management and coordination of the requirements for their respective agencies incorporated in this MOU.

Copies of pertinent correspondence and changes or other transactions pertaining to this MOU shall be furnished to these individuals with additional copies to:

**General Counsel for DCPS:**

**General Counsel for DCPS:**

Bob Utiger  
General Counsel, DCPS  
1200 First Street, NE  
2000 14<sup>th</sup> St., NW 8<sup>th</sup> Floor  
Washington, DC 20002  
Phone: (202) 442-5885

**General Counsel for OSSE:**

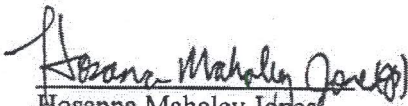
Virginia Crisman  
General Counsel, Office of the State Superintendent of Education  
810 1<sup>st</sup> St NE  
Washington, D.C. 20002  
Phone: (202) 727-2814  
Fax: (202) 299-2134

**XI. MODIFICATIONS**

If for any reason, the games cannot convene on the dates specified in this MOU, the parties may amend the dates of performance, or other terms of the MOU by separate written agreement, by consent of the parties, at least 2 days before the dates specified.

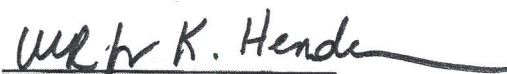
IN WITNESS WHEREOF, the Parties hereto have executed this MOU as follows:

**THE OFFICE OF THE STATE SUPERINTENDENT OF EDUCATION**

  
Hosanna Mahaley Jones  
State Superintendent of Education

Date: 05.22.13

**THE DISTRICT OF COLUMBIA PUBLIC SCHOOLS**

  
Kaya Henderson  
Chancellor, District of Columbia Public Schools

Date: 10/1/13

# APPENDIX A

SECURITY		HOURS	END	DATE	#	OFFICERS	RATE	#	HOURS	TOTAL	SITE
HOURS	BEGIN									AMOUNT	
12:30PM	8:30PM	05.30.13	1	30.17	8	241.36	SPINGARN				
12:30PM	8:30PM	05.30.13	2	44.7	16	715.2	SPINGARN				
12:30PM	8:30PM	05.31.13	1	30.17	8	241.36	SPINGARN				
12:30PM	8:30PM	05.31.13	2	44.7	16	715.2	SPINGARN				
TOTAL										1913.12	
CUSTODIAL											
2:30PM	8:30PM	05.30.13	1	31.56	6	189.36	SPINGARN				
2:30PM	8:30PM	05.31.13	1	31.56	6	189.36	SPINGARN				
TOTAL										378.72	
TOTAL MOU										2291.84	



Bob Utiger  
General Counsel, DCPS  
1200 First Street, NE  
2000 14<sup>th</sup> St., NW 8<sup>th</sup> Floor  
Washington, DC 20002  
Phone: (202) 442-5885

**General Counsel for OSSE:**

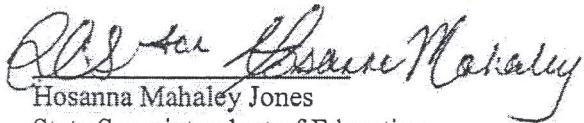
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IN WITNESS WHEREOF, the Parties hereto have executed this MOU as follows:

**THE OFFICE OF THE STATE SUPERINTENDENT OF EDUCATION**

  
Hosanna Mahaley Jones  
State Superintendent of Education

Date: 3/20/13

**THE DISTRICT OF COLUMBIA PUBLIC SCHOOLS**

\_\_\_\_\_  
Kaya Henderson  
Chancellor, District of Columbia Public Schools

Date: \_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE OFFICE OF THE STATE SUPERINTENDENT OF EDUCATION  
OFFICE OF GRANTS MANAGEMENT AND COMPLIANCE  
AND  
THE DISTRICT OF COLUMBIA PUBLIC SCHOOLS**

**I. INTRODUCTION**

This Memorandum of Understanding ("MOU") is entered into between the District of Columbia, Office of the State Superintendent of Education, the buyer agency ("OSSE" or "Buyer") and the District of Columbia Public Schools, the seller agency ("DCPS" or "Seller"), collectively referred to herein as the "Parties."

The OSSE has requested the services of DCPS to provide educational, sports and art programming for students attending District of Columbia Public Schools during out-of-school time through the District of Columbia Public Schools Office of Out-of-School Time Programs ("OSTP") to include Afterschool and Summer Afterschool Programs.

**II. PROGRAM GOALS AND OBJECTIVES**

The District of Columbia has a need for structured education and enrichment programs that serve children during out-of-school hours during the regular school year and during the summer. DCPS has operated highly-structured programs during out-of-school time for many years at scales determined by available funding. The funding source for the measures described in this Fiscal Year 2014 ("FY 2014") MOU is Temporary Assistance to Needy Families (TANF) funding that is transferred to OSSE by the District of Columbia Department of Human Services for the purpose of supporting direct child care services including OSTP. By executing this MOU, OSSE represents to DCPS that such TANF funding may be utilized for the programs and services that are described in this MOU and in compliance with all rules and regulations that govern TANF services. The proposed services to be provided by DCPS break down into the following components:

**A. The Academic Component**

The Academic Component is founded on the notion that students need time to attend first to homework assigned in the local school during a given day and then to participate in a broad range of educational activities which support skills development, especially in the areas of reading and mathematics. Health issues, nutrition issues, violence prevention matters, drug-use prevention activities, and pregnancy prevention activities may also be included in this component, where appropriate.

**B. The Enrichment Component**

Students will take part in enrichment activities with teachers and staff from the local school, which focus but are not limited to the performing and visual arts, athletics, and community services where practicable and age-appropriate. These

activities will vary and depend upon the facilities available at the various local school sites. Community service activities will be geared toward providing a rewarding and enjoyable experience for students and the local school community.

The regular school year and summer program will operate concurrently with the DCPS school calendar with limited exceptions. The regular school year program will be conducted from the end of the school day until 6:00 p.m. The summer afterschool program will operate concurrently with the DCPS Summer School session from the end of the summer school day to 5:30 p.m. daily.

### **III. SCOPE OF SERVICES**

Pursuant to the applicable authorities and in the furtherance of the shared goals of the Parties to carry out the purposes of this MOU expeditiously and economically, the Parties do hereby agree:

#### **A. RESPONSIBILITIES OF SELLER**

##### **1. Program Operational Requirements**

- a. Determination of schools to be included in the OSTP during FY2014 shall be based on the criteria specified in Section III(A)(3)(c) of this MOU.
- b. Applications shall be distributed to and received from all parents/guardians of participating students in affected local school sites.
- c. All DCPS enrolled students may participate in the OSTP afterschool program; however, under this MOU children must meet all applicable eligibility criteria in order to qualify for TANF-funded subsidy. Documentation of eligibility and record keeping requirement are described in **Attachment A**. The following five (5) general criteria must be met.

##### **i. Relationship**

Each applicant must provide verification that the adult requesting services has legal and/or financial responsibility for the children needing child care services and any other children to be considered as dependents.

##### **ii. Residence**

Each applicant must be a resident of the District of Columbia, and each recipient of services must be a District resident throughout the period of eligibility. The only exceptions are children under Foster Care or protective services or who are wards of the D.C. Superior Court that are placed by the District of Columbia government in Maryland, Virginia, or another state.



iii. Need

Need in this context relates to children or families who are TANF recipients or TANF-eligible. However, income verification is required to determine TANF eligibility. DCPS shall make eligibility determinations for the child care subsidy program, in accordance with D.C. Official Code § 4-401 *et seq.* and 42 U.S.C. § 9858 *et seq.*

iv. Income

1. The adjusted gross income must fall within the established income range for a particular family size in order for the family to be eligible for subsidized childcare. **See Attachments B and C.**
2. Any applicant/recipient whose adjusted gross annual income exceeds the amount on the income scale for the family size is not considered TANF subsidy eligible.
3. Any of the following who reside in the same household are considered to be members of the same family: mother, father, children, or children by a previous relationship of either parent if living in the same household. Also included are other children living in the same household and for whom guardianship status can be verified.

v. Legal Status

1. Legal status is not a condition to enrolling in OSTP programs. It is only relevant if a family elects to receive the TANF-funded co-payment subsidy.
  2. Children applying for a subsidy must provide documentation that they are U.S. citizens or eligible noncitizens.
  3. The legal status of participating children's family members will not and should not be confirmed.
- d. Children shall be included in the program on a first come, first serve basis up to the allocated capacity of each school.
- e. Program activities shall consist of structured experiences described in Section II of this MOU (PROGRAM GOALS AND OBJECTIVES).
- f. The program shall operate concurrent with the DCPS regular school year and summer session with limited exceptions. The regular school year program will be available at the schools listed in **Attachment D.**
- g. Program activities shall be supervised by certified teachers, teacher aides, student aides, tutors, and/or volunteers.

- h. Student participants shall receive a United States Department of Agriculture certified snack or supper during program operations.
- i. Student participants shall be picked up by their parents or other authorized persons at the end of daily program operations unless there are approved walkers or other approved transportation has been arranged.

## **2. Services**

DCPS shall:

- a. Distribute, collect, and review applications from parents/guardians who request participation in program services for their children.
- b. Provide structured program activities as described in Section II of this MOU including, but not limited to, an academic component and an enrichment component, which meet the needs of the children in the neighborhoods of the participating local schools.
- c. Provide technical assistance to local school principals and teams in the design and delivery of the program services to include, but not limited to, program monitoring, evaluation, policy setting, and problem solving.
- d. Hire and train personnel to deliver program services.
- e. For each site that is an OSSE funded site, hire afterschool personnel who will monitor school operations daily and will supervise the DCPS teachers and aides that work in the afterschool program. The afterschool personnel will: (1) maintain appropriate documentation for children participating as TANF eligible; (2) observe children engaged in the various program components; (3) review records relating to student attendance and performance; (4) ensure age specific adult/child ratio requirements are maintained; (5) prepare quarterly reports; and (6) provide advice to DCPS teachers, aides, volunteers, and community partners working in the afterschool program in an effort to ensure that program services attain and retain high performance levels which ensure that the highest benefits to students result from program activities.
- f. For each site that is an OSSE funded site, hire teachers and aides to facilitate creative, hands-on, interactive lesson plans with short and long-range curriculum goals and objectives in the afterschool program. The afterschool teachers and aides will: (1) monitor student progress and needs as appropriate; (2) use a variety of instructional materials, resources; and experiences to enrich student learning, and (3) participate in regular program monitoring that will ensure high performance levels which ensure that the highest benefits to students result from program activities.
- g. Provide for snack or supper service.

- h. Collect a parent co-payment for students who do not qualify for free program services based on program guidelines.
- i. Provide appropriate accounting for all funds collected at the local school level, including, but not limited to, materials/activities fees, and any other monies collected on behalf of the program.
- j. Cooperate with OSSE staff in the area of monitoring, corrective action plans and quality control, including the provision of program monitoring instruments appropriate to its needs and accompaniment of OSSE staff on monitoring and quality control visits to sites upon request.
- k. Provide program documentation in the form of print and/or online brochures in English and in Spanish to explain program components to the public. Provide translation of these materials into other languages upon request in accordance with the Language Access Act of 2004.
- l. Use the budget template in **Attachment E** as a guide for project expenditures.
- m. While DCPS intends to operate the afterschool program the entire school year, due to unforeseen circumstances, including midyear reductions in OSSE grant funding, programs may need to end earlier than June 2014. If programs end early, DCPS must submit all draft correspondence of the closure of any programs to OSSE sixty (60) days in advance of closing for approval prior to distribution to the public.

### 3. Target Population

DCPS shall:

- a. During the regular school year, enroll at least three thousand seven hundred ninety-five (3,795) TANF subsidy eligible children in the OSTP afterschool program. TANF eligible students must be enrolled in Title I schools. Priority shall be given to those sites which demonstrate the greatest percentage of students receiving free or reduced-cost meal service in FY 2013. In accordance with 45 CFR Parts 98 and 99, in order to be eligible for services under Section 98.50, a child must be under 13 years of age or under age 19 if child is special needs.
- b. In the 2014 summer afterschool program, use best efforts to enroll at least one thousand (1,000) TANF eligible students in the summer 2014 afterschool program. At least 75% of those enrolled must come from Title I schools.
- c. Select afterschool sites based on the following criteria:
  - i. All of the sites must be located in Title I schools;

- ii. Priority will be given to schools with the highest numbers of TANF children receiving free or reduced-cost meal service and elementary and education campuses in Wards 1, 5, 7, and 8;
- iii. Schools that do not already offer afterschool programs funded by other sources (e.g., school-based programs, community-based organizations, and other grants).

#### **4. Personnel Standards**

DCPS shall:

- a. Use established District of Columbia ("District") personnel procedures for hiring and certifying all program employees in alignment with current State requirements. Subject to DCPS human resources policies and restrictions contained in any collective bargaining agreement applicable to each DCPS employee, provide personnel records to the OSSE upon request.
- b. Ensure that all program employees meet the established District requirements of the position for which they are hired and that written job descriptions for all program positions are available for review by the OSSE upon request.
- c. Employ staff or contractors as appropriate and necessary who possess the required licenses, skills, experience, or certifications to practice in the District of Columbia, as dictated by the particular requirements of their position.
- d. Maintain documentation that its staff members possess adequate training and competence to perform the duties to which they have been assigned.
- e. Ensure that staffing is in compliance with the Criminal Background Checks for the Protection of Children Act of 2004, codified at D.C. Code §4-1501 et seq., and attendant regulations (the "Criminal Background Checks Act").
- f. Ensure that the hiring complies with the Criminal Background Checks Act and any other substantially similar and applicable succeeding legislation. This shall include criminal records background checks and drug and alcohol screenings for each staff member who is in a safety sensitive position, or who provides direct services to children or youth. In addition, each staff member who is responsible for transporting children or youth shall be subject to a traffic records check and drug and alcohol screening. DCPS shall maintain a record of the criminal records background check and the results for each employee.



- g. For children in grade kindergarten and above, ensure that staff is allocated to each site in alignment with an adult/child ratio of no more than 13 children per one adult during the academic portion and no more than 25 children per one adult during the enrichment portion of the program.

- h. Group Size and Adult/Child Ratios for Pre-kindergarten

- i. Each Child Development Center shall have at least two (2) staff persons caring for each group at all times. In Centers serving infants, toddlers, and/or preschoolers, there shall be a teacher, who may also be the Center Director, or an assistant teacher or aide for each group at all times, except as further specified herein.
- ii. During non-peak hours or during nap/rest periods, another adult staff member or adult volunteer may substitute for one of the staff members specified at subsection 1; provided that the group is supervised by at least one teacher, assistant teacher or aide.
- iii. In part-day programs, operating no more than four (4) hours per day, the Child Development Center may substitute an adult volunteer for an assistant teacher or aide.
- iv. The program shall maintain the adult/child ratios and group sizes as specified herein:

- 1. For Centers serving infants, toddlers, and preschoolers:

GRADE LEVEL OF CHILDREN	ADULT/CHILD RATIO	MAXIMUM GROUP SIZE
Pre-kindergarten classes	1:10	16

- 2. Centers providing out-of-school time care to children in grade level kindergarten and above shall adhere to the ratios and maximum group size criteria explained above in subsection III.A.4.g.

- v. When children of different grade levels are combined in one group, the adult/child ratio for the lower grade level shall apply.

## 5. Location of Services

All services shall be delivered in District of Columbia Public School sites.

## 6. Financial Records

DCPS shall:

- a. Submit a detailed budget of funds including projected parent co-payment for approval no later than thirty (30) days from the date of execution of this MOU.
- b. Provide a quarterly report to OSSE that details the actual quarterly expenditure of funds. This report shall be submitted on or before the following due dates: January 31, 2014, April 30, 2014, July 31, 2014, and October 31, 2014.
- c. Retain copies of all books, records, documents and other evidence pertaining to costs and expenses to the extent and in such detail as will properly reflect all costs, direct and indirect, labor, materials, equipment supplies and other items for a five (5) year period. In the event of an audit, investigation, or litigation, all records shall be retained until the review or case has been completed, even if the records are older than five (5) years. DCPS shall maintain all information as confidential.
- d. Reimburse OSSE for any funds provided under this MOU that are disallowed as a result of an audit, other investigations, or a litigation decision, but only to the extent such funds have not already been committed.

## **7. Reports/Program Records**

DCPS shall:

- a. Establish and maintain a quarterly report using a format agreed to by the Parties.
- b. Submit a quarterly attendance report in Excel to OSSE in a format agreed to by the Parties not later than the following due dates: January 31, 2014, April 30, 2014, July 31, 2014, and October 31, 2014. The attendance report shall be in alphabetical order, submitted by site and shall include, but not be limited to, the following information about program participants: child's name; child's unique student identifier; child's date of birth; gender; language spoken at home; ELL status; FARM status; special education status; number of days attended; and number of days absent. The summer school's attendance report shall also be made to the buyer after the submission of the quarterly attendance. Late submission will result in a delay of payment.
- c. Submit a quarterly program report to the OSSE in a format agreed to by the Parties not later than the following due dates: January 31, 2014, April 30, 2014, July 31, 2014, and October 31, 2014.
- d. Submit an OSSE Language Access Report to OSSE on January 31, 2014, April 30, 2014, July 31, 2014 and October 31, 2014. **See Attachment F**

- e. Present to OSSE a final report not later than forty-five (45) days after the end of the fiscal year, on November 15, 2014, summarizing all service delivery data, accomplishments, issues, and recommendations.

## **8. Record Keeping/Incident Reports**

DCPS shall:

- a. Report any serious unusual incident by telephone, by facsimile, or via email to the assigned OSSE monitor as soon as practicable, but no later than twenty-four (24) hours following the incident.
- b. Submit a quarterly written report of any unusual incidents to the OSSE assigned monitor not later than the following due dates: January 31, 2014, April 30, 2014, July 31, 2014, and October 31, 2014 using the OSSE Unusual Incident Report form (**Attachment G**). An unusual incident is an event that affects the DCPS OSTP employees, volunteers, or enrolled children and their parents, that is significantly different from the regular routine or established procedures. Examples include, but are not limited to: 1) death, injury, the elopement of an enrolled child or any circumstance under which a child is deemed missing or unaccounted for; 2) physical, sexual, or verbal abuse of any person by staff or any other person, 3) staff negligence, fire, theft, destruction of property, or sudden serious problems in the physical plant, and 4) any other situation as defined by DCMR Title 29, Chapter 3, Section 322, or as may be updated.
- c. Submit quarterly progress reports on the status of each incident as part of the quarterly reports specified in this agreement.

## **9. Performance Measures**

DCPS shall use best efforts to achieve the following performance measures for the OSTP:

- a. Submit FY2014 and proposed FY2014 budgets;
- b. Maintain at least an average eighty percent (80%) afterschool program attendance rate. Please review to the *OSSE Eligibility Determination Policies for Subsidized Child Care Manual* for guidance on calculating attendance and counting absent days;
- c. Eighty percent (80%) of parents surveyed will be very satisfied with the overall afterschool program;
- d. Eighty-five percent (85%) of schools will have students who participate in a combination of academic, enrichment, and wellness offerings in the afterschool program;

- e. Maintain a TANF Eligibility Error Rate of fifteen percent (15%) of student files audited or lower;
- f. Maintain equitable distribution and training of personnel on how to use supplies and any established curriculum;
- g. Comply with Quarterly and Annual Reporting Requirements; and
- h. Comply with daily student attendance and recordkeeping.

**B. RESPONSIBILITIES OF THE BUYER**

OSSE shall:

- 1. Transfer funds stipulated in Section VII of this MOU (FUNDING PROVISIONS) to DCPS to provide the services explained in this MOU, including the operations of the out-of-school time program for children through Intra-District transfer.
- 2. Provide needed technical assistance and training on implementing all requirements of the executed FY 2014 MOU.
- 3. Conduct program evaluation and monitor program tasks on an on-going basis to ensure that DCPS completes tasks and provides required information in a manner consistent with the requirements of the executed FY 2014 MOU.
- 4. Conduct on-site and centralized reviews of the process for determining and re-determining program participant eligibility and records maintained by the DCPS OSTP:
  - a. When a determination has been made that an eligibility determination has not been carried out, appropriate steps shall be taken;
  - b. Areas of eligibility determination non-compliance and/or where improvement is required shall be discussed with DCPS representatives and confirmed in writing, and a date shall be set for accomplishing compliance and/or correcting deficiencies; and
  - c. Payments shall not be made for a program-ineligible child if program staff fails to provide sufficient eligibility information.
- 5. Review program progress reports and other related records to ensure compliance with the terms of this MOU and other requirements of OSSE.
- 6. Advise DCPS immediately regarding any changes in legislation or policy affecting this MOU.
- 7. Provide DCPS with appropriate reporting requirements and report templates at the signing of this MOU.



8. Review any necessary publications for policy accuracy and appropriateness.
9. Perform an annual evaluation of the terms of the MOU including making a determination whether to exercise any option years pursuant to Section V.B.
10. Consult with DCPS on program-related issues as they emerge.

#### **C. MUTUAL RESPONSIBILITIES OF OSSE AND DCPS**

It shall be the mutual responsibility of OSSE and DCPS to:

1. Hold administrative level quarterly meetings at a minimum to ensure that all parties are kept abreast of the progress of the MOU, but not limited to: (1) strengths and weaknesses of the programs; (2) results of monitoring visits; and (3) discussion and support of compliance issues. Meeting dates are to be held in January 2014, April 2014, July 2014 and October 2014.
2. Work together to find ways to create joint ventures between DCPS and other District agencies to extend out-of-school time program services to school-aged children.
3. Collaborate to determine reasonable and just fee-based scenarios to support program operations in future program years.

#### **IV. IMPLEMENTATION PLAN**

##### **Fiscal Year 2014 Proposed Implementation Plan**

	<b>AFTERSCHOOL SERVICES FOR DC CHILDREN</b>
Aug. 2013	Publish information regarding FY 2014 "Out-of-School Time" Program operation
Aug. 2013	Make student applications for "Out-of-School Time" afterschool program services available at local schools
Sept. 2013	Begin "Out-of-School Time" afterschool program operations for identified participants
Oct. 2013–June 2014	Continue "Out-of-School Time" afterschool program operations
April 2014	Publish information regarding 2014 summer afterschool program
April 2014	Make student applications for 2014 summer afterschool program services available at local schools
May 2014	Notify parents of admission to 2014 summer afterschool program
April-June 2014	Provide planning for implementation of 2014 afterschool program
July 2014	Begin Summer 2014 program operations
Aug. 2014	Begin Out-of-School Time Programs afterschool program operation

#### **V. DURATION OF MOU**

- A. The period of this MOU shall be from October 1, 2013 through September 30, 2014, unless terminated in writing by the Parties thirty (30) days prior to the expiration.
- B. OSSE may extend the term of this MOU by exercising a maximum of three (3) one-year option periods pursuant to the mutual agreement of OSSE and DCPS leadership. Option periods may consist of a year, a fraction thereof, or multiple successive fractions of a year. Buyer shall provide notice of its intent to renew an option period prior to the expiration of the MOU.
- C. The exercise of an option period is subject to the availability of funds at the time of the exercise of the option.

## **VI. AUTHORITY FOR MOU**

D.C. Official Code § 1-301.01(k).

## **VII. FUNDING PROVISIONS**

### **A. COST OF SERVICES**

- 1. Funds used to execute this MOU are provided by the District of Columbia's Department of Human Services' TANF grant funding to OSSE.
- 2. Total cost for goods and services under this MOU shall not exceed six million, five hundred thousand dollars (\$6,500,000) for Fiscal Year 2014. The actual costs of the goods/services are to be described in detailed using the budget template in **Attachment E**. Funding for the goods and services shall not exceed the actual cost of the goods and services, including labor, materials, and actual approved overhead.
- 3. In the event of termination of the MOU, payment to Seller shall be held in abeyance until all required fiscal reconciliations but not longer than September 30, 2014.

### **B. PAYMENT**

- 1. Payment for the goods and services shall be made through an Intra-District. A 50% advance of the MOU shall be made available to the Seller thirty (30) days after the execution of the MOU. The remaining 50% will be made available to the Seller on June 3, 2014.
- 2. Seller shall submit quarterly reports describing expenditures, budget variance, attendance, and task/activities that shall serve as the invoice services. OSSE may reduce the second annual allotment by one percent (1%) and/or reduce future fiscal year awards for any of the following:

- a. Failure to make progress towards the established performance standards (timelines for completion of tasks, content of documents, document submission to OSSE);
  - b. Failure to attend required meetings;
  - c. Failure to submit quarterly student attendance on time; and
  - d. Failure to obtain and maintain a TANF Eligibility Error Rate which does not exceed fifteen percent (15%) of the student files audited.
- 3. Seller will relieve the advance and bill Buyer through the Intra-District process only for those goods or services actually provided pursuant to the terms of this MOU. Seller will notify Buyer within forty-five (45) days of the current fiscal year if it has reason to believe that all of the advance will not be billed during the current fiscal year. Seller shall return any excess advance to Buyer by September 30th of the current fiscal year.
  - 4. The Parties' Directors or their designees shall use their best efforts to 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 District of Columbia Office of the City Administrator.

#### **C. 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 § 1-204.46 (2006 Supp.), as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

#### **VIII. COMPLIANCE AND MONITORING**

As this MOU is funded by District of Columbia funds, Seller will be subject to scheduled and unscheduled monitoring reviews to ensure compliance with all applicable requirements.

#### **IX. RECORDS AND REPORTS**

The Seller shall maintain records and receipts for the expenditure of all funds provided for a period of no less than five (5) 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 District of Columbia at its sole discretion.

## **X. CONFIDENTIAL INFORMATION**

The Parties to this MOU will use, restrict, safeguard and dispose of all information related to services provided by this MOU, in accordance with all relevant federal and local statutes, regulations, and policies. Information received by either Party in the performance of responsibilities associated with the performance of this MOU shall remain the property of Buyer.

## **XI. TERMINATION**

Either Party may terminate this MOU in whole or in part by giving sixty (60) calendar days advance written notice to the other Party.

## **XII. NOTICE**

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

Walter Lundy  
Associate Director  
Office of the State Superintendent of Education  
Division of Early Learning  
810 First Street, NE  
9<sup>th</sup> Floor  
Washington, DC 20002  
Phone: 202-442-4780, Fax: 202-741-5304

Lisa Ruda  
Deputy Chancellor for Operations  
District of Columbia Public Schools  
1200 1<sup>st</sup> Street NE  
12<sup>th</sup> Floor  
Washington, DC 20002  
Phone: 202-442-5002, Fax: 202-442-9488

## **XIII. MODIFICATIONS**

The terms and conditions of this MOU may be modified only upon prior written agreement by the Parties.

## **XIV. PROCUREMENT PRACTICES ACT**

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 provisions of the District of Columbia Procurement Practices Act of 1985 (D.C. Official Code § 2-301.01 *et seq.*) to procure the goods or services of the agent or third party.

## **XV. MISCELLANEOUS**

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

## **XVI. ATTACHMENTS**

The following attachments are incorporated as part of this MOU and attached hereto:

Attachment A:	General Guidance Regarding Documentation of Eligibility and Record Keeping Requirements for FY 2014;
Attachment B:	Calculation of Parent Income;
Attachment C:	Sliding Scale;
Attachment D:	List of DCPS Afterschool Programs for FY 2014 submitted by DCPS;
Attachment E:	Budget Template for Program Expenditures for FY 2014 to be submitted by DCPS;
Attachment F:	Language Access Report; and
Attachment G:	Unusual Incident Report Form for FY 2014.

**IN WITNESS WHEREOF**, the Parties hereto have executed this MOU as follows:

### **OFFICE OF THE STATE SUPERINTENDENT OF EDUCATION**

\_\_\_\_\_  
Jesús Aguirre  
State Superintendent of Education

Date: \_\_\_\_\_

### **DISTRICT OF COLUMBIA PUBLIC SCHOOLS**

MR for Kaya Henderson  
Kaya Henderson  
Chancellor

Date: 12/13/13





**ATTACHMENT A**  
**GENERAL GUIDANCE REGARDING**  
**DOCUMENTATION OF ELIGIBILITY**  
**AND RECORD KEEPING**  
**REQUIREMENTS FOR FY 2014**

## ATTACHMENT A

### GENERAL GUIDANCE REGARDING DOCUMENTATION OF ELIGIBILITY FOR TANF FUNDED SUBSIDY AND RECORD KEEPING REQUIREMENTS

*Please refer to the OSSE ELIGIBILITY DETERMINATION POLICIES FOR SUBSIDIZED  
CHILD CARE MANUAL as well as:*

- The Day Care Policy Act of 1979, effective September 19, 1979, D.C. Law 3-16, D.C. Official Code Section 4-401 *et seq.*;
- The Child Care Services Assistance Fund Act of 1988, effective January 6, 1989, D.C. Law 7-220, D.C. Official Code Section 7-2001 *et seq.*;
- Child Care and Development Fund State Plan, current version; and
- OSSE departmental policies and trainings that may be issued from time to time.

#### I. General Organization

- A. Individual record for each child shall be maintained to facilitate retrieval of information.
- B. Records may be organized by grade level; however, it is essential to file records alphabetically by children's names within each group.
- C. In cases where several children in a family are receiving OSTP services, there must be an application and eligibility information on file for each child receiving services.

#### II. The Application

- A. The application shall have several "student information" sections in which the parent or guardian will list every child that participates in the OSTP. The form can be copied for multiple children's records.
- B. The applicant must list any other children in the immediate family who are not in the program so that the family size may be determined.
- C. The application must capture both father's and mother's names and indicate whether they are living together. Both parents must be eligible if they are living together and both incomes must be counted.

#### III. Documentation of Relationship

- A. Relationship must be verified between the children receiving OSTP services and the parent or guardian. One of the following methods may be used:

- Documentation of TANF status which includes children's names;
- Birth certificate (large format - must include parents' names);
- Passport including parents and children;
- Adoption papers; or
- A referral from a D.C. government agency.

OSSE and DCPS shall: (1) verify that the adult requesting services has legal and/or financial responsibility for the children needing child care services and any other children to be considered as dependents; (2) not proceed unless this primary factor can be verified; and (3) consider the following variables linked to "relationship":

### **1. Child to Parent/guardian**

#### **Acceptable documentation for verification:**

- A full size original birth certificate. The birth certificate must include the name of the parent/guardian(s) requesting services;
- A birth certificate in a non-English language with a certified translation;
- Hospital record of birth [acceptable for an infant under six (6) months old signed by a licensed physician or licensed health care practitioner]. The official birth certificate must be supplied within 30 days of the date of application;
- Adoption papers with a finalization date, issued by a court; or
- A referral for child care services from an authorized District of Columbia government agency or its vendor that verifies relationship has been established.

OSSE and DCPS may accept the applicant's statement in regard to marital status. However, whenever this statement is contradicted either by documentation seen or by behavior observed, the applicant must be required to clarify and confirm status by providing additional proof of evidence. Even if it is established satisfactorily that a parent/guardian does not live with the child, if that person is observed to be an active participant in the child's daily life, they must provide a statement as to their financial contribution toward the child, which will be countable as part of the family income.

Determination of family relationship impacts the number of people to be counted relative to categories of eligibility that require co-payment consideration. Whenever both parents/guardians reside in the household with the children, both parent/guardians must qualify for the

program. Each one (1) must be employed or meet some other qualifying standard. The income of both parents/guardians must be combined. This is required regardless of whether or not they are legally married.

## **2. Legal Guardianship Arrangement**

OSSE and DCPS shall consider guardianship arrangements that involve people other than the natural parent/guardian such as:

- Foster Care;
- Alternative placement for the child's immediate protection made by the Child and Family Services Agency or the D.C. Superior Court, Family Division, which involve active supervision of the child by a social worker or court representative;
- Temporary or permanent custody assigned by the D.C. Superior Court, with no ongoing supervision other than scheduled court hearings;
- TANF payee; and
- Other less formal legal guardianship situations.

### **Acceptable documentation for verification:**

- A referral from the Child and Family Services Agency (Foster Care or Child Protective Services Social Worker) or from one of that agency's vendors;
- A referral from the Superior Court, Family Division (Probation Officer);
- Custody papers from the D.C. Superior Court;
- A referral from the Income Maintenance Administration (IMA) or one of its vendors;
- Documentation of payment from TANF;
- A letter verifying Social Security, Veterans' Benefits, child support, or any other benefit received by the applicant on behalf of a child;
- A letter on official letterhead from the Department of Corrections or another penal system, assigning temporary custody for a child of an incarcerated parent/guardian; or
- Admission form from the DHS/CCSD.

## **3. Adoptive Parent/Guardian**

### **Acceptable documentation for verification:**

- Revised birth certificate showing the adoptive parent/guardian(s) names and the child's name; or

- Adoption court papers.

B. OSSE will not require relationship documentation for children living in the home but not receiving services, but they must be identified.

#### IV. Income Documentation

Family income of children receiving OSTP services must be documented. Income from employment shall be verified from one or more of the following:

A. TANF status may be verified by either:

- A letter from the TANF case worker that includes the child(ren)'s names; or
- An Automated Client Eligibility Determination System (ACEDS) printout from the TANF database.

B. Free or reduced-cost meal service status may be verified by either:

- A letter from the approving agency to the individual family, or
- A letter from the child's school on letterhead and signed by the principal, listing all of the children who are approved for this benefit. The letter should only include children participating in the OSTP afterschool programs. The OSTP school coordinator should obtain this letter. It may be kept separately for the entire site (but readily accessible to a monitor) or copies may be put in each child's file.

C. Income from employment may be verified by either:

- A letter from the employer is acceptable only for an applicant with a new job, or a person such as a domestic employee who does not receive pay statements. The letter must specify hours of work and salary.
- Three recent, consecutive pay statements (paper or printed electronic) must be submitted by applicants, so that an average salary may be computed from the three statements received.
- Gross annual income should be determined and recorded using the relevant "Calculator of Parent's Income" form. **Copies are attached.** These forms reflect weekly, biweekly, bimonthly, and monthly pay periods. Family size must be entered on the form and the attached parent fee scale should be used.

#### V. District of Columbia Residency Verification



The family's address in the District of Columbia must be documented. Either of the following is acceptable:

- A. A letter from the principal of the school on letterhead and signed by that official, listing the children's names and confirming that appropriate documentation of District residence has been received for each child, following the DC Public Schools' requirements, or
- B. Individual documentation for each family, which may include the following and all of which must be dated within 30 days of the application:
  - A current, official rent receipt (on the company's letterhead);
  - A current mortgage payment statement in applicant's name;
  - A new, recently signed lease;
  - A current electric, gas, water or telephone bill (not a cell phone bill alone);
  - A notarized letter from the person with whom the applicant lives and two pieces of current mail (bills, etc.), one of which may be a pay statement with the address;
  - Documentation of active TANF, Medicaid or Food Stamp status; or
  - A referral from a District agency such as Foster Care or Child Protective Services.

## **VI. Legal Status Verification**

Children for whom federal child care assistance is sought must meet citizenship criteria prior to being found eligible for such assistance. **Only the status of the child is to be considered.**

The Eligibility Worker shall ensure that each child considered for subsidized child care is a United States citizen or national of the United States, Puerto Rico, Guam, U.S. Virgin Islands, American Samoa or the Northern Mariana Islands or otherwise in the country legally.

All documents presented to verify legal status must be either an original or a copy certified by the issuing agency. Applicants who cannot provide verification of citizenship or legal status are not eligible to receive federal child care assistance.

### **Acceptable documentation for legal status verification:**

- A referral from a District agency such as Foster Care or Child Protective Services.

- Birth certificate showing that the child was born in the United States or to parents holding U.S. citizenship;
- The Lawful Permanent Residency Document (formerly known as the "green card");
- Immigration and Naturalization Service (INS) documentation or other official identification verifying citizenship or legal status;
- A visa such as the H-2 visa allowing presence in this country for the time period during which child care is to be provided;
- Refugees: Form I-94 to show entry as a refugee;
- Asylees: Form I-94 showing grant of asylum;
- Order from an Immigration Judge showing deportation withheld;
- Form I-94 showing admission under conditional entry;
- An approved or pending petition of a battered spouse or child; or
- A formal referral from one of the following sources:
  - o Temporary Assistance for Needy Families (TANF);
  - o Food Stamp Employment/Training Program;

The Eligibility Worker shall confirm that all documentation validating residence is in the applicant's name; is an **original** document and dated no more than 30 days prior to the date eligibility is being established.

**ATTACHMENT B**  
**CALCULATION OF PARENT**  
**INCOME**



OFFICE OF THE STATE SUPERINTENDENT OF EDUCATION  
DIVISION OF GRANTS MANAGEMENT AND COMPLIANCE  
**CALCULATION OF PARENT'S INCOME**  
**WEEKLY PAY**

NAME OF CUSTOMER \_\_\_\_\_ SS# \_\_\_\_\_

All pay statements used for verification of employment must be the **ORIGINAL** document and must be current within the past 30 days. If several documents are presented, at least one must be dated no more than thirty (30) days prior to the date of the eligibility determination.

The three most recent consecutive pay statements should be submitted. In cases where the customer has a variable work schedule, an average salary is computed from the several payments. However, if the customer has a regular schedule of hours, such as 40 hours per week, the salary computation should be based on the regular earnings for that tour of duty, even though every pay statement may not reflect a full schedule.

**All income is converted to a yearly figure.**

	Gross Amount	Pay Date
1.	\$ _____	_____
2.	\$ _____	_____
3.	\$ _____	_____

Total \$ \_\_\_\_\_ divided by 3 \$ \_\_\_\_\_ x 52 = A) \$ \_\_\_\_\_

OTHER COUNTABLE INCOME \_\_\_\_\_ B) \$ \_\_\_\_\_

Source

**TOTAL ANNUAL GROSS INCOME (add A+B)** C) \$ \_\_\_\_\_

Minus **DEDUCTION** (If none enter -0)  
(Check source) D) \$ \_\_\_\_\_

☐ Private Child Care \$ \_\_\_\_\_

☐ Child Support \$ \_\_\_\_\_

☐ Child w/ Disability \$ \_\_\_\_\_

**Adjusted Annual Gross Income** (Subtract D from C) E) \$ \_\_\_\_\_

**FAMILY SIZE** \_\_\_\_\_

Find parent co-payment on the fee scale. Fees should be assigned in order from the oldest receiving subsidized child care to the youngest.

Child 1	Parent fee	Other fee
Child 2	Parent fee	Other fee

Eligibility Worker

Signature

Date



OFFICE OF THE STATE SUPERINTENDENT OF EDUCATION  
DIVISION OF GRANTS MANAGEMENT AND COMPLIANCE

CALCULATION OF PARENT'S INCOME

BIWEEKLY PAY

NAME OF CUSTOMER \_\_\_\_\_ SS# \_\_\_\_\_

All pay statements used for verification of employment must be the **ORIGINAL** document and must be current within the past 30 days. If several documents are presented, at least one must be dated no more than thirty (30) days prior to the date of the eligibility determination.

The three most recent consecutive pay statements should be submitted. In cases where the customer has a variable work schedule, an average salary is computed from the several payments. However, if the customer has a regular schedule of hours, such as 40 hours per week, the salary computation should be based on the regular earnings for that tour of duty, even though every pay statement may not reflect a full schedule.

All income is converted to a yearly figure.

Gross Amount	Pay Date
1. \$ _____	_____
2. \$ _____	_____
3. \$ _____	_____
Total \$ _____	divided by 3 \$ _____ x 26 = A) \$ _____

OTHER COUNTABLE INCOME \_\_\_\_\_ B) \$ \_\_\_\_\_

Source

**TOTAL ANNUAL GROSS INCOME (add A+B)** C) \$ \_\_\_\_\_

Minus **DEDUCTION** (If none enter -0)  
(Check source) D) \$ \_\_\_\_\_

☐ Private Child Care \$ \_\_\_\_\_

☐ Child Support \$ \_\_\_\_\_

☐ Child w/ Disability \$ \_\_\_\_\_

**Adjusted Annual Gross Income (Subtract D from C)** E) \$ \_\_\_\_\_

**FAMILY SIZE** \_\_\_\_\_

Find parent co-payment on the fee scale. Fees should be assigned in order from the oldest receiving subsidized child care to the youngest.



Child 1 _____	Parent fee _____	Other fee _____
Child 2 _____	Parent fee _____	Other fee _____

\_\_\_\_\_  
Eligibility Worker

Signature

\_\_\_\_\_  
Date



OFFICE OF THE STATE SUPERINTENDENT OF EDUCATION  
DIVISION OF GRANTS MANAGEMENT AND COMPLIANCE

**CALCULATION OF PARENT'S INCOME**

**MONTHLY PAY**

NAME OF CUSTOMER \_\_\_\_\_ SS# \_\_\_\_\_

All pay statements used for verification of employment must be the **ORIGINAL** document and must be current within the past 30 days. If several documents are presented, at least one must be dated no more than thirty (30) days prior to the date of the eligibility determination.

The three most recent consecutive pay statements should be submitted. In cases where the customer has a variable work schedule, an average salary is computed from the several payments. However, if the customer has a regular schedule of hours, such as 40 hours per week, the salary computation should be based on the regular earnings for that tour of duty, even though every pay statement may not reflect a full schedule.

All income is converted to a yearly figure.

Gross Amount	Pay Date
1. \$ _____	_____
2. \$ _____	_____
3. \$ _____	_____
Total \$ _____	divided by 3 \$ _____ x 12 = A) \$ _____

OTHER COUNTABLE INCOME \_\_\_\_\_ B) \$ \_\_\_\_\_

Source

**TOTAL ANNUAL GROSS INCOME (add A+B)** C) \$ \_\_\_\_\_

Minus **DEDUCTION** (If none enter -0)

(Check source)

☐ Private Child Care \$ \_\_\_\_\_

☐ Child Support \$ \_\_\_\_\_

☐ Child w/ Disability \$ \_\_\_\_\_

D) \$ \_\_\_\_\_

**Adjusted Annual Gross Income (Subtract D from C)** E) \$ \_\_\_\_\_

**FAMILY SIZE** \_\_\_\_\_

Find parent co-payment on the fee scale. Fees should be assigned in order from the oldest receiving subsidized child care to the youngest.

Child 1 _____	Parent fee _____	Other fee _____
Child 2 _____	Parent fee _____	Other fee _____

\_\_\_\_\_  
Eligibility Worker                      Signature

\_\_\_\_\_  
Date



OFFICE OF THE STATE SUPERINTENDENT OF EDUCATION  
DIVISION OF GRANTS MANAGEMENT AND COMPLIANCE

**CALCULATION OF PARENT'S INCOME**

**BIMONTHLY PAY**

NAME OF CUSTOMER \_\_\_\_\_ SS# \_\_\_\_\_

All pay statements used for verification of employment must be the **ORIGINAL** document and must be current within the past 30 days. If several documents are presented, at least one must be dated no more than thirty (30) days prior to the date of the eligibility determination.

The three most recent consecutive pay statements should be submitted. In cases where the customer has a variable work schedule, an average salary is computed from the several payments. However, if the customer has a regular schedule of hours, such as 40 hours per week, the salary computation should be based on the regular earnings for that tour of duty, even though every pay statement may not reflect a full schedule.

**All income is converted to a yearly figure.**

Gross Amount	Pay Date
1. \$ _____	_____
2. \$ _____	_____
3. \$ _____	_____

Total \$ \_\_\_\_\_ divided by 3 \$ \_\_\_\_\_ x 24 = A) \$ \_\_\_\_\_

OTHER COUNTABLE INCOME \_\_\_\_\_ B) \$ \_\_\_\_\_

**TOTAL ANNUAL GROSS INCOME (add A+B)** C) \$ \_\_\_\_\_

Minus **DEDUCTION** (If none enter -0)  
(Check source) D) \$ \_\_\_\_\_  
☐ Private Child Care \$ \_\_\_\_\_  
☐ Child Support \$ \_\_\_\_\_  
☐ Child w/ Disability \$ \_\_\_\_\_

**Adjusted Annual Gross Income** (Subtract D from C) E) \$ \_\_\_\_\_

**FAMILY SIZE** \_\_\_\_\_

Find parent co-payment on the fee scale. Fees should be assigned in order from the oldest receiving subsidized child care to the youngest.

Child 1 _____	Parent fee _____	Other fee _____
Child 2 _____	Parent fee _____	Other fee _____

\_\_\_\_\_  
Eligibility Worker

Signature

\_\_\_\_\_  
Date





OFFICE OF THE STATE SUPERINTENDENT OF EDUCATION  
DIVISION OF GRANTS MANAGEMENT AND COMPLIANCE

CALCULATION OF PARENT/GUARDIAN'S INCOME

10-MONTH PAY

Pay Schedule \_\_\_\_\_

NAME OF PARENT/GUARDIAN \_\_\_\_\_ SS# \_\_\_\_\_

All pay statements used for verification of employment must be the **ORIGINAL** document and must be current within the past 30 days. If several documents are presented, at least one must be dated no more than thirty (30) days prior to the date of the eligibility determination.

The three most recent consecutive pay statements should be submitted. In cases where the parent/guardian has a variable work schedule, an average salary is computed from the several statements. However, if the parent/guardian has a regular schedule of hours, such as 40 hours per week, the salary computation should be based on the regular earnings for that tour of duty, even though every pay statement may not reflect a full schedule.

*Select appropriate schedule for 10 month employee:*

☐ Monthly pay x 10 months ☐ Weekly pay x 44 weeks ☐ Bi-weekly x 22 weeks ☐ Bi-monthly x 20 months

All income is converted to a yearly figure.

Gross Amount	Pay Date
1. \$ _____	_____
2. _____	_____
3. _____	_____

Total \$ \_\_\_\_\_ divided by 3 \$ \_\_\_\_\_ x \_\_\_\_\_ = A) \$ \_\_\_\_\_

OTHER COUNTABLE INCOME \_\_\_\_\_ B) \$ \_\_\_\_\_  
Source

TOTAL ANNUAL GROSS INCOME (add A + B) C) \$ \_\_\_\_\_

Minus DEDUCTION (If none enter - 0)  
(Check source) D) \$ \_\_\_\_\_  
☐ Private Child Care \$ \_\_\_\_\_  
☐ Child Support \$ \_\_\_\_\_  
☐ Child w/ Disability \$ \_\_\_\_\_

Adjusted Annual Gross Income (subtract D from C) E) \$ \_\_\_\_\_

FAMILY SIZE \_\_\_\_\_

Find parent co-payment on the fee scale. Fees should be assigned in order from the oldest child receiving subsidized childcare to the youngest.

Child 1 _____	Parent fee _____	Other fee _____
Child 2 _____	Parent fee _____	Other fee _____

\_\_\_\_\_  
Eligibility Worker

Signature

\_\_\_\_\_  
Date

# **ATTACHMENT C**

## **SLIDING SCALE**

## THE OFFICE OF THE STATE SUPERINTENDENT OF EDUCATION

NOTICE OF EMERGENCY AND PROPOSED RULEMAKING

The State Superintendent of Education, pursuant to authority set forth in Mayor's Order 2009-3 January 15, 2009, and Sections 5a and 6 of the Day Care Policy Amendment Act of 1998, effective April 13, 1999 (D.C. Law 12-216; D.C. Official Code §§ 4-404.01 and 4-405); hereby gives notice of the adoption of an emergency rules on September 28, 2009 to be added to Title 29, Chapter 3, Section 380 of the District of Columbia Municipal Regulations (DCMR) entitled "Schedule of Parent Fees for the District of Columbia Government Subsidized Child Care Services in Child Development Facilities, Child Development Homes, and by Relatives and In-Home Caregivers," effective as of October 1, 2009. This schedule is also published on the OSSE website at [www.osse.dc.gov](http://www.osse.dc.gov). The Superintendent also hereby gives notice of intent to take final rulemaking action to adopt these rules not less than thirty (30) days from the date of publication of this notice in the *D.C. Register*. This emergency rule expires one hundred twenty (120) days after the effective date of this notice or upon adoption of a final regulation, whichever is first.

The purpose of this emergency and proposed regulation is to update the District of Columbia's child care subsidy program sliding fee schedule for parent co-payments. The sliding fee schedule is based on the "2009 Federal Poverty Guidelines for the 48 Contiguous States and the District of Columbia." There is an immediate need to preserve the public welfare by updating these fees and increasing the rate of payment to eligible recipients

In 2008, child care operating functions of the Early Care Education Administration were transferred from the Department of Human Services to the Office of the State Superintendent of Education (OSSE). In this regard, OSSE now serves as the lead agency for the District of Columbia Child Care and Development Fund providing District of Columbia families with a broad range of child care options. The OSSE is in the process of reviewing all regulations that now fall within its Early Child Education (ECE) program, including regulations for child care development facilities operating standards found in other subsections of chapter 3 of Title 29 of the DCMR.

Title 29 DCMR, Chapter 3, entitled "Child Care Development Facilities" is revised to include a new subsection 380 as follows:

- 380        **SCHEDULE OF PARENT FEES FOR THE DISTRICT OF COLUMBIA  
GOVERNMENT SUBSIDIZED CHILD CARE SERVICES IN CHILD  
DEVELOPMENT FACILITIES, CHILD DEVELOPMENT HOMES, AND  
BY RELATIVES AND IN-HOME CAREGIVERS**
- 380.1      Parents with a residence in the District of Columbia may be eligible to receive part time and full time child care services funded by payments from the District of Columbia. Eligible parents shall provide a co-payment consistent with the provisions of this chapter.

- 380.2 The sliding fee scale for parent co-payments is based upon the Federal Poverty Guidelines (FPG) taking in to consideration the family size and income.
- 380.3 Parent(s) with an income equal to or less than fifty percent (50%) of the FPG shall not pay any co-payment.
- 380.4 Parent(s) with an income equal to or below two hundred fifty percent (250%) of the FPG or eight five percent of the state median income, whichever is lower, are eligible for participation in the District of Columbia child care subsidy program.
- 380.5 Parents already receiving subsidized child day care services with an income at an amount equal to or below three hundred (300%) of the FPG or eighty five percent of the state median income, whichever is lower, may be eligible for continuation of child care co-payments under the following circumstances:
- a) Continuing employment during the child care hours;
  - b) Continuing residency in the District of Columbia;
  - c) Submission of all the required documentation for redetermination;
  - d) Maintenance of routine attendance; and
  - e) Qualifying family size.
- 380.6 Parents with children with medical disabilities or special health care needs may deduct from their income all medical expenses for that same year, related to a child with disabilities or special health care needs in determining eligibility for subsidized child day care services in this chapter, provided that the medical expenses are:
- a) Performed by a licensed health care practitioner; and
  - b) Substantiated with payment statements; payment receipts, and/or insurance statements identifying the health care service.
- 380.7 The parent co-payment requirements in this chapter shall apply solely to the first two children in the family.
- 380.8 The copayment for the second child shall be seventy-five percent (75%) of the amount of the co-payment for the first child.
- 380.9 Parents are responsible for paying co-payments directly to a child development facility.
- 380.10 The co-payment fee schedule for purposes of this chapter shall be published annually.



380.11

The following schedule of co-payments shall apply to services provided by a child development facility, or duly authorized relative or in-home caregiver providing child care services subsidized by the District of Columbia.

SLIDING FEE SCALE 2009

%FPG	ANNUAL INCOME BY FAMILY SIZE					DAILY CO-PAY			
						CHILDREN IN CARE			
						FULL TIME		PART TIME	
	1	2	3	4	5	First	Second	First	Second
0-50%	\$5,415	\$7,285	\$9,155	\$11,025	\$12,895	\$0	\$0	\$0	\$0
51-60%	\$6,498	\$8,742	\$10,986	\$13,230	\$15,474	\$0.57	\$0.43	\$0.29	\$0.22
61-70%	\$7,581	\$10,199	\$12,817	\$15,435	\$18,053	\$0.75	\$0.57	\$0.38	\$0.29
71-80%	\$8,664	\$11,656	\$14,648	\$17,640	\$20,632	\$1.01	\$0.75	\$0.51	\$0.38
81-90%	\$9,747	\$13,113	\$16,479	\$19,845	\$23,211	\$1.27	\$0.95	\$0.64	\$0.48
91-100%	\$10,830	\$14,570	\$18,310	\$22,050	\$25,790	\$1.62	\$1.22	\$0.81	\$0.61
101-110%	\$11,913	\$16,027	\$20,141	\$24,255	\$28,369	\$2.02	\$1.51	\$1.01	\$0.76
111-120%	\$12,996	\$17,484	\$21,972	\$26,460	\$30,948	\$2.45	\$1.84	\$1.23	\$0.92
121-130%	\$14,079	\$18,941	\$23,803	\$28,665	\$33,527	\$2.93	\$2.20	\$1.47	\$1.10
131-140%	\$15,162	\$20,398	\$25,634	\$30,870	\$36,106	\$3.46	\$2.60	\$1.73	\$1.30
141-150%	\$16,245	\$21,855	\$27,465	\$33,075	\$38,685	\$4.07	\$3.05	\$2.04	\$1.53
151-160%	\$17,328	\$23,312	\$29,296	\$35,280	\$41,264	\$4.73	\$3.55	\$2.37	\$1.78
161-170%	\$18,411	\$24,769	\$31,127	\$37,485	\$43,843	\$5.43	\$4.08	\$2.72	\$2.04
171-180%	\$19,494	\$26,226	\$32,958	\$39,690	\$46,422	\$6.19	\$4.65	\$3.10	\$2.33
181-190%	\$20,577	\$27,683	\$34,789	\$41,895	\$49,001	\$7.00	\$5.25	\$3.50	\$2.63
191-200%	\$21,660	\$29,140	\$36,620	\$44,100	\$51,580	\$7.91	\$5.93	\$3.96	\$2.97
201-210%	\$22,743	\$30,597	\$38,451	\$46,305	\$54,159	\$8.88	\$6.66	\$4.44	\$3.33
211-220%	\$23,826	\$32,054	\$40,282	\$48,510	\$56,738	\$9.90	\$7.43	\$4.95	\$3.72
221-230%	\$24,909	\$33,511	\$42,113	\$50,715	\$59,317	\$10.91	\$8.19	\$5.46	\$4.10
231-240%	\$25,992	\$34,968	\$43,944	\$52,920	\$61,896	\$11.97	\$8.98	\$5.99	\$4.49
241-250%	\$27,075	\$36,425	\$45,775	\$55,125	\$64,475	\$13.08	\$9.81	\$6.54	\$4.91
251-260%	\$28,158	\$37,882	\$47,606	\$57,330	\$67,054	\$14.24	\$10.68	\$7.12	\$5.34
261-270%	\$29,241	\$39,339	\$49,437	\$59,535	\$69,633	\$15.44	\$11.58	\$7.72	\$5.79
271-280%	\$30,324	\$40,796	\$51,101	\$60,835	\$70,569	\$16.78	\$12.58	\$8.39	\$6.29
281-290%	\$31,407	\$41,368				\$18.08	\$13.56	\$9.04	\$6.78
291-300%	\$31,634					\$19.44	\$14.58	\$9.72	\$7.29

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## SLIDING FEE SCALE 2009

%FPG	ANNUAL INCOME BY FAMILY SIZE					DAILY CO-PAY			
						CHILDREN IN CARE			
						FULL TIME		PART TIME	
	6	7	8	9	10	First	Second	First	Second
0-50%	\$14,765	\$16,635	\$18,505	\$20,375	\$22,245	\$0	\$0	\$0	\$0
51-60%	\$17,718	\$19,962	\$22,206	\$24,450	\$26,694	\$0.57	\$0.43	\$0.29	\$0.22
61-70%	\$20,671	\$23,289	\$25,907	\$28,525	\$31,143	\$0.75	\$0.57	\$0.38	\$0.29
71-80%	\$23,624	\$26,616	\$29,608	\$32,600	\$35,592	\$1.01	\$0.75	\$0.51	\$0.38
81-90%	\$26,577	\$29,943	\$33,309	\$36,675	\$40,041	\$1.27	\$0.95	\$0.64	\$0.48
91-100%	\$29,530	\$33,270	\$37,010	\$40,750	\$44,490	\$1.62	\$1.22	\$0.81	\$0.61
101-110%	\$32,483	\$36,397	\$40,711	\$44,825	\$48,939	\$2.02	\$1.51	\$1.01	\$0.76
111-120%	\$35,436	\$39,924	\$44,412	\$48,900	\$53,388	\$2.45	\$1.84	\$1.33	\$0.92
121-130%	\$38,389	\$43,351	\$48,013	\$52,975	\$57,837	\$2.93	\$2.20	\$1.47	\$1.10
131-140%	\$41,342	\$46,578	\$51,814	\$57,050	\$62,286	\$3.46	\$2.60	\$1.73	\$1.30
141-150%	\$44,295	\$49,903	\$55,515	\$61,125	\$66,735	\$4.07	\$3.05	\$2.04	\$1.53
151-160%	\$47,248	\$53,232	\$59,216	\$65,200	\$71,184	\$4.73	\$3.55	\$2.37	\$1.78
161-170%	\$50,201	\$56,559	\$62,917	\$69,275	\$75,633	\$5.43	\$4.08	\$2.72	\$2.04
171-180%	\$53,154	\$59,886	\$66,618	\$73,350	\$80,082	\$6.19	\$4.65	\$3.10	\$2.33
181-190%	\$56,107	\$63,213	\$70,319	\$77,425	\$84,531	\$7.00	\$5.25	\$3.50	\$2.63
191-200%	\$59,060	\$66,540	\$74,020	\$81,500	\$87,602	\$7.91	\$5.93	\$3.96	\$2.97
201-210%	\$62,013	\$69,867	\$77,721	\$85,575		\$8.88	\$6.66	\$4.44	\$3.35
211-220%	\$64,966	\$73,184	\$81,422	\$89,777		\$9.90	\$7.43	\$4.95	\$3.72
221-230%	\$67,919	\$76,521	\$83,952			\$10.91	\$8.19	\$5.46	\$4.10
231-240%	\$70,872	\$79,848				\$11.97	\$8.98	\$5.99	\$4.49
241-250%	\$73,825	\$82,127				\$13.08	\$9.81	\$6.54	\$4.91
251-260%	\$76,778					\$14.24	\$10.68	\$7.12	\$5.34
261-270%	\$79,731					\$15.44	\$11.58	\$7.72	\$5.79
271-280%	\$80,302					\$16.78	\$12.58	\$8.39	\$6.29
281-290%						\$18.08	\$13.56	\$9.04	\$6.78
291-300%						\$19.44	\$14.58	\$9.72	\$7.29

380.12 The sliding fee schedule may be revised periodically based on the annual FPG and shall be posted for a 30 day comment period prior to the effective date of revisions to the schedule.

380.13 For purposes of section 380 of this chapter the following terms shall have the meaning ascribed herein:

**Child** - means an individual from birth through the age of 12 years (or up to the child's 19<sup>th</sup> birthday if the child has special needs) and is a resident of the District of Columbia.

**Family** - means a unit consisting of one or more adults and children related by blood, marriage, adoption or legal guardianship who reside in the same household and are eligible for child care.

**Income** - means the combined total adjusted gross income of the parent(s) with primary responsibility for the child, declared in the joint and/or individual annual federal income tax filing for the most recent calendar year; or in the event such filing is not required with the federal government, other appropriate documentation to establish a parent(s) total annual income. Examples of income sources include, but are not limited to revenues from: wages, salaries, tips, partnership income, interest, dividends, capital gains, fringe benefits, IRA distributions, pensions, annuities, royalties, trusts, rental income, S corporations, farm income, alimony, child support, Social Security Income, unemployment compensation, and disability compensation.

**Residence** - means the location in the District of Columbia where the parent(s) with primary responsibility for the child resides and claims as the permanent place of residence for purposes of one or more of the following: federal and state taxes; receiving public financial support; voter registration; driver registration; valid residential lease; or other criteria that reveals an intent to establish the District of Columbia as the person's domicile.

**State** - means District of Columbia for purposes of this chapter.

Persons wishing to comment on this rule should submit their comments in writing to Kerri L. Briggs, PhD., State Superintendent of Education, 441 4<sup>th</sup> Street, NW, Room 350N, Washington, D.C. 20001, Attention: Jessica Morffie; Title 29, chapter 3, subsection 380; or to [osse.publiccomment@dc.gov](mailto:osse.publiccomment@dc.gov). All comments must be received no later than 30 days after publication of this notice in the *D.C. Register*. Copies of this rulemaking may also be obtained from the OSSE website at [www.osse.dc.gov](http://www.osse.dc.gov) or upon request at the above referenced location.

**ATTACHMENT D**  
**LIST OF DCPS AFTERSCHOOL**  
**PROGRAMS FOR FY 2014**

**Out-of-School Time Programs Afterschool Sites  
School Year 2013-2014**

- |                                     |   |
|-------------------------------------|---|
| 1. Aiton Elementary School          | 28. Miner Elementary School                                     |
| 2. Amidon-Bowen Elementary School   | 29. M.L. King Elementary School                                 |
| 3. Bancroft Elementary School       | 30. Moten Elementary School                                     |
| 4. Barnard Elementary School        | 31. Patterson Elementary School                                 |
| 5. Beers Elementary School          | 32. Payne Elementary School                                     |
| 6. Brightwood Education Campus      | 33. Plummer Elementary School                                   |
| 7. Brookland Education Campus       | 34. Powell Elementary School                                    |
| 8. Browne Education Campus          | 35. Randle Highlands Elementary School                          |
| 9. Bruce-Monroe Elementary School   | 36. Raymond Education Campus                                    |
| 10. Burroughs Education Campus      | 37. Savoy Elementary School                                     |
| 11. Burrville Elementary School     | 38. School Without Walls at Francis Stevens<br>Education Campus |
| 12. Cleveland Elementary School     | 39. Seaton Elementary School                                    |
| 13. Drew Elementary School          | 40. Smothers Elementary School                                  |
| 14. Garrison Elementary School      | 41. Stanton Elementary School                                   |
| 15. H.D. Cooke Elementary School    | 42. Takoma Educational Center                                   |
| 16. Hendley Elementary School       | 43. Thomas Elementary School                                    |
| 17. Houston Elementary School       | 44. Thomson Elementary School                                   |
| 18. J.O. Wilson Elementary School   | 45. Truesdell Education Campus                                  |
| 19. Ketcham Elementary School       | 46. Tubman Elementary School                                    |
| 20. Kimball Elementary School       | 47. Turner Elementary School                                    |
| 21. Langdon Education Campus        | 48. Tyler Elementary School                                     |
| 22. Langley Elementary School       | 49. Walker-Jones Education Campus                               |
| 23. LaSalle-Backus Education Campus | 50. Watkins Elementary School                                   |
| 24. Leckie Elementary School        | 51. West Education Campus                                       |
| 25. Ludlow-Taylor Elementary School | 52. Wheatley Education Campus                                   |
| 26. Mamie D. Lee School             | 53. Whittier Education Campus                                   |
| 27. Marie Reed Elementary School    |   |

**Out-of-School Time Programs Afterschool Sites by DC Ward**

Ward	Number of Schools	Percent of Total	Ward	Number of Schools	Percent of Total
I	6	11%	V	7	13%
II	3	6%	VI	9	17%
III	0	0%	VII	10	19%
IV	9	17%	VIII	9	17%



**ATTACHMENT E**  
**BUDGET TEMPLATE FOR**  
**PROGRAM EXPENDITURES FOR**  
**FY 2014**

**FISCAL YEAR 2014  
BUDGET TEMPLATE FOR  
DCPS OSTP PROGRAM EXPENDITURE**

	Regular Education**		Special Populations			TOTAL NUMBER OF UNIQUE CHILDREN (Free/Reduced Lunch + Other)
	TANF/ Reduced Lunch	Other	Head Start Outreach	Special Education (Extra Support)	Adapted Special (Needs Significant Support)	
# of Children Regular School Year						
Percent of total						
# of Children Summer – 2014						
Percent of total						
		Regular School Year				TOTALS
# of Coordinators						
# of Teachers						
# of Aides						
Total # of Personnel						
Personnel Costs (excludes fringe benefits)						
Special Populations Coordinators						
DC One Training/Resources						
Special Education Training/Resources						
Adapted Special Needs Material/Resources						
Special Ed. Adapted Transportation						
<b>SUBTOTALS</b>						
Security						
Fringe Benefits for Personnel						
Snacks						
DC One Admin Materials						

DC One Site-Based Materials						
Program Field Trips						
<b>SUBTOTALS FOR PROGRAM WIDE COSTS</b>						
	**Includes all Special Ed, Head Start & Adapted Needs children					
<b>TOTAL REGULAR SCHOOL YEAR</b>						
<b>TOTAL SUMMER 2014</b>						
<b>TOTAL DCPS OSTP TANF BUDGET</b>						<b>\$ 6,500,000.0</b>

# **ATTACHMENT F**

## **LANGUAGE ACCESS REPORT**



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**OSSE  
FUNDED ORGANIZATIONS  
LANGUAGE ACCESS PROGRAM**

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### Attachment

Form A: Number of LEP/NEP Constituents Served by Public  
Service Organizations Funded by OSSE during FY 13



## I. Purpose

The purpose of this policy is to ensure the provision of greater access and participation in public services, programs and activities for the residents of the District of Columbia with Limited or non-English Proficiency (LEP/NEP). To determine if the Office of the State Superintendent of Education (OSSE) is adhering to the policy, matrices have been developed to capture the data for verification and recording the provision of an array of language proficiency services to the District community.

## II. Policy

This policy is to ensure compliance with Title IV of the Civil Rights Act of 1964, Language Access Act of 2004, effective June 19, 2004, and other applicable federal, state and District laws and regulations with respect to persons who are LEP and/or NEP. Additionally, the ECE ensures that this policy does not deny or have the effect of denying LEP and NEP individuals with equal access to benefits and services for which such person qualify. The OSSE shall also ensure that the provision of services meets acceptable standards of translation and interpretation.

## III. Authority

DC Act 15-414 "Language Access Act" of 2004; Title VI of the Civil Rights Act of 1964. This law requires the OSSE to offer oral language services, provide written translation of vital documents into six (6) primary customer identified languages to the population that constitutes 3% or 500 individuals, whichever is less of the population encountered or likely to be encountered. The OSSE is also required to provide equal access to the District's hearing impaired community.

## IV. Changes in Requirements

In FY 2011, the District of Columbia Office of Human Rights (OHR) presented some changes to the Language Access Program. The changes involved the elimination of a language, addition of new concept and addition of another category.

- American Sign Language (ASL) was removed from the requirements. Per OHR, the ASL data will be captured under the Americans with Disabilities Act.
- The new concept, "Touches", means that when information is presented by a bilingual employee who directly serves the LEP/NEP constituent in their preferred language. **Language Line Services and/or "In Person" interpretations have not been used when "Touches" apply.**
- Another addition is **Other: Specify**. The objective is to capture all languages that are being used by the providers.

## V. Definitions

As used in this policy, the following definitions shall apply:

#### Language Line Services

This is a telephonic interpretation service that provides professionally trained and qualified interpreters in over 170 languages.

#### Live Interpretations

Any oral/verbal conversion of the meaning of a dialogue from one language to another and vice versa, conducted by a third-party contractor, community interpretation service provider, or qualified employee.

#### Other: Specify

This category was added to capture other languages used for LEP/NEP constituents.

#### Primary Customers

Six (6) primary customer languages are identified: Amharic, Chinese, French, Korean, Spanish and Vietnamese. Although the Korean population does not constitute population of 3% or 500 individuals (whichever is less of the population encountered or likely to encounter), it has been listed as a primary languages by the OHR.

#### Quarterly Report

The reporting of data each quarter (January, April, July and October) is to reflect the three (3) previous months of service activities.

#### Touches

This means that any interaction with LEP/NEP constituents who provide services without the use of Language Line or "In Person--live" interpretations are considered Touch.

Example: A bilingual employee directly serves the LEP/NEP constituent in their preferred language.

### VI. Procedures

Language Access Program Matrices have been developed for capturing the information required for OSSE/ECE quarterly reports. They must be complete, accurate and consistent with the activities performed during the previous months within a quarterly reporting period.

- Each funded organization, or his/her designee, shall complete Form A that reflect the activity (ies) performed the previous three (3) months.
- The completed Form of the reporting months is to be submitted to the assigned Inspector or Monitor on or before the 5<sup>th</sup> calendar day of the fourth month (January, April, July and October). If the deadline date falls on a weekend day or Holiday, Form A is due the next business day.
- Data on the completed form is to reflect all of the work accomplished for the reporting quarter.

### VII. Language Access Program Form

Form A is to be completed by the organization funded by the OSSE.

- Form A: Number of LEP/NEP Constituents Served by Public Service Organizations Funded by OSSE during FY 2014

This Form shows the recording of data on constituents by month and by organization within a quarter or reporting period. Data for this Form should reflect the type of service(s) provided. In addition to showing the total number of constituents, it depicts the number of areas serviced according to each language. The organizations complete Form A.

---

Name

---

Date

**ATTACHMENT G**  
**UNUSUAL INCIDENT REPORT**  
**FORM**

**ELECTRONIC COPY WILL**  
**BE FORWARDED**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
DISTRICT OF COLUMBIA PUBLIC SCHOOLS  
AND THE  
DISTRICT OF COLUMBIA OFFICE OF UNIFIED COMMUNICATIONS  
FY2014**

**I. INTRODUCTION**

This Memorandum of Understanding ("MOU") is entered into between the District of Columbia Public Schools, the buyer agency ("BUYER" or "DCPS"), and the District of Columbia Office of Unified Communications, the seller agency ("Seller" or "OUC"), collectively referred to herein as the "Parties."

The BUYER has requested the services of the OUC to provide access to the city-wide radio system in order to achieve communications for BUYER users and interoperability between designated District agencies and the OUC to continue providing radio maintenance for the subscriber radios currently in operation by the BUYER.

**II. PROGRAM GOALS AND OBJECTIVES**

The mission of the DCPS Office of School Security is to assist local school Principals and Administrators with the Restoration and Maintenance of Law, order and discipline within the District of Columbia Public Schools. The concept of Security is based on the theme that "Security is Everyone's Responsibility". This collective concept of security demands the dedication, commitment and active involvement of Principals, Teachers, Staff, Parents, Students, Security Officers, Metropolitan Police and the community in which we serve.

In order to accomplish this mission, BUYER must be able to relay information on the status of the security infrastructure to personnel within BUYER and other District agencies. The method of communicating such information must be fast, reliable, and available at all times including emergencies. As such, BUYER requires access to a superior communications system to ensure communication and interoperability between designated District agencies and other state and federal agencies in the event of an emergency.

OUC is the agency within the executive branch of the District which controls and manages the District's radio system, a mainline communications radio system that provides primary emergency and non-emergency communications services to the District government with radio and wireless interoperability communications between designated District agencies and other state and federal agencies. The purpose of this MOU is to establish the terms and conditions upon which OUC will provide mobile radios and access to the District's radio communications system to BUYER.

### **III. SCOPE OF SERVICES**

Pursuant to the applicable authorities and in the furtherance of the shared goals of the Parties to carry out the purposes of this MOU expeditiously and economically, the Parties do hereby agree to the following:

#### **A. RESPONSIBILITIES OF OUC**

1. OUC shall have sole responsibility for maintenance and modifications to the citywide radio network, including all radio equipment used by BUYER under this MOU.
2. OUC will arrange for installation and maintenance of applicable field equipment (portable radios, mobile radios, and control stations) in accordance with OUC's system requirements and technical guidelines.
3. OUC shall provide radio programming and maintenance services to BUYER subscriber devices at no additional cost.
4. OUC agrees to assist the BUYER by providing quarterly radio user training, upon request.
5. OUC will provide public safety wireless communications engineering and consultation to the BUYER.
6. The OUC shall provide emergency button support for Buyer monitored talk groups.
7. OUC shall provide BUYER with a copy of its "Approved Equipment List," as needed.
8. OUC will meet or exceed the established service level agreement (SLA)

#### **B. RESPONSIBILITIES OF BUYER**

1. BUYER shall notify the OUC, in writing, of any plans to add additional radios.
2. Only equipment approved by OUC may be used by the BUYER to access the District's radio system.
3. Prior to the introduction of new templates to the radio network, the BUYER must obtain the OUC's written approval for the template. The template is a map of the talk groups that will be loaded into BUYER radios.
4. BUYER will be responsible for the cost of the replacement of any lost or damaged communications equipment it is responsible for, provided funding for such commitment is against the intra-district transfer of funds covered by this MOU, but no amount above that amount unless appropriated funds are available and designated for such purpose (See Section VI.C – ANTI-DEFICIENCY CONSIDERATIONS).
5. BUYER is expected to immediately notify the OUC for any radio and public safety communication issues by contacting the OUC Helpdesk (available 24x7) by calling 202-373-3737.



## **C. RESPONSIBILITIES OF ALL PARTIES**

### **SYSTEM AVAILABILITY:**

The District's Public safety Radio system is maintained and managed by the OUC for the primary use of Public Safety agencies and the secondary use of all other District and regional partner agencies. The system is designed with multiple layers of redundancy in its physical layer.

In the event of a major loss of system resources, BUYER talk groups have a "Failsoft" channel assignment and will maintain system access through the most severely debilitated, but still operational state of the District's radio network.

### **PATCHES:**

The OUC must approve all permanent or temporary patches to any radio channels before they become operational. Such patches include patches on the Trunked Simulcast radio system and conventional radio resources.

### **TALK GROUPS:**

BUYER may not change any talk group name, function, or alias without the express advance permission of the OUC System Manager. BUYER may have the option to expand its talk group base in the future, based upon the OUC's planned system expansion, growth, and future capabilities, by submitting a request, in writing, to OUC. OUC agrees to respond to this request within thirty (30) days of the request submission date.

### **COMPLIANCE WITH FCC REGULATIONS:**

BUYER agrees to comply with all FCC Regulations for radio communications use as described in FCC Rules and Regulations, Part 90, where applicable.

Furthermore, pursuant to FCC Rules and Regulations, Part 90.631(a), the BUYER radios on the District network shall be counted towards the City's system loading.

### **COMMUNICATIONS CHANNEL USAGE:**

BUYER agrees to limit use of the 800 MHz communications system by its employees and agents to work related operations only. The DC radio system is primarily designed for public safety communications with priority access to MPD and FEMS operations. OUC will make available, for the BUYER daily operations, the following pre-approved talk groups:

Talkgroup Name	DEC	HEX	AGENCY
DCPS MAIN	802121	849	DCPS
DCPS SEC	802133	855	DCPS

#### MUTUAL AID CHANNEL AGREEMENTS:

BUYER will ensure that its employees primarily use BUYER talk groups for daily operations and radio interoperability zone (RIZ) talk groups for multi-agency event communications. BUYER will direct its personnel to communicate on all other pre-programmed talk groups only when the specific conditions below have been met.

1. DC Radio Interoperability Zone (RIZ) use procedure:
  - a. Before using a talk group: notify OUC Dispatch Operations at 202-373-3700 of your agency's intent to use a RIZ talk group, the point of contact, and the length of the event.
  - b. When the event is completed: notify OUC 911 Operations at the conclusion of the event.
2. Other agency talk group use:
  - a. Your agency can only use talk groups that have been pre-preprogrammed in the assigned radios.
  - b. Console patching: notify the OUC Dispatch Operations before making any multi-agency patches. Once the communications event is completed, notify the OUC and take down the patch.
3. Talk group patching:
  - a. All other agency talk group patches have to be pre-approved by the OUC.
  - b. Patching an encrypted talk group to non-encrypted talk group is strictly prohibited without OUC management approval.
4. NPSPAC use procedure:
  - a. Notify OUC Dispatch operations before activating DC NPSPAC in repeat mode.
  - b. Use of NPSPAC in talkaround (Direct) mode is restricted to pre-approved multi-agency communication or during an emergency that renders the city wide system out of service.

If BUYER users fail to meet these conditions, the OUC will provide the BUYER thirty (30) days to meet the conditions. If the conditions are still not met within thirty (30) days, the OUC may then remove these users from the OUC radio system, remove these talk groups from the BUYER radios, or remove the BUYER from the OUC radio system, at the BUYER's expense against the intradistrict transfer of funds covered by this MOU, but no amount above that amount unless appropriated funds are available and designated for such purpose (See Section VI.C – ANTI-DEFICIENCY CONSIDERATIONS).

#### EMERGENCY COMMUNICATIONS:

BUYER approved personnel will be able to use the Citywide 1 talk group on the radio to connect with the radio operator and with the dispatcher in charge of City-Wide communications. This procedure is designated for emergency use, and all other communications should occur over the other designated BUYER and mutual-aid channels.



Use of this mechanism will be limited to those radios specifically designated by the BUYER and the OUC.

#### **BOOSTING SIGNAL DEVICES:**

BUYER may not install Boosting Signal Devices and Antennas in any buildings or structures to strengthen or boost radio signals. For any signal boosting or enhanced radio coverage needs, BUYER shall notify the OUC, which will then provide the technical analysis and evaluation for a solution. If the solution requires installing additional equipment, the BUYER may be responsible for providing such funding, including future maintenance.

#### **IV. DURATION OF MOU**

The period of this MOU shall be from October 1, 2013, through September 30, 2014, unless terminated in writing by the Parties prior to the expiration.

OUC may increase the radio access fee in a future fiscal year, which is based upon current network maintenance costs, by providing a minimum of 6 months' notice to BUYER for the following fiscal year. BUYER and OUC may extend the period of this MOU by exercising a maximum of four (4) one year option periods, or any fraction thereof. BUYER shall provide OUC with written notice of its intent to exercise an option period 60 days prior to the expiration of the initial or extension year of this MOU. The exercise of an option is subject to the availability of funds at the time of the exercise of the option.

#### **V. AUTHORITY FOR MOU**

D.C. Official Code § 1-301.01(k)

#### **VI. FUNDING PROVISIONS**

##### **A. COST OF SERVICES**

1. Total and actual cost for services under this MOU shall not exceed \$11,192.00 for Fiscal Year 2014. Such service costs are based on the cost explanation provided in Schedule A hereto and is based upon the OUC providing radio services for 56 radios at a monthly fee of \$16.65 per radio. Funding for the services shall not exceed the actual cost of the goods or services and is based on the actual number of radios and the actual BUYER usage of the citywide system.
2. The Parties may increase the total number of radios covered by this MOU (and by extension increase the total cost for services under this MOU) by executing an addendum any time prior to the expiration of the term of this MOU. OUC may increase the radio

access fee for the following fiscal year based upon current network maintenance costs, upon providing a minimum of six (6) months' written notice to BUYER.

3. BUYER currently has the following categories and list(s) of radios in its inventory:
  - i. 55 XTS Radios
  - ii. 1 APX consollettes
4. In the event of termination of this MOU, payment to the OUC shall be held in abeyance until all required fiscal reconciliations are completed.
5. In the event of termination of the MOU, payment to Seller shall be held in abeyance until all required fiscal reconciliation, but not longer than September 30 of the current fiscal year

## **B. PAYMENT**

If all Parties are District agencies, payments must be made through the Intra-District process based on the total and actual cost of services under this MOU. If the seller agency is an independent District agency and the buyer is a District agency, the Parties can choose to use the Intra-District process, but are not required to do so. If the seller agency is a District agency and the buyer agency is an independent District agency, payments may NOT be made by Intra-District funding. Independent District agencies and federal agencies MUST use invoicing procedures with payments made by checks or credit cards. If not using the Intra-District process, insert detailed funding and payment provisions, including invoicing and requirements for payment or advance payment provision.

1. Payment for all of the goods and services shall be made through an Intra-District advance by the BUYER to the OUC based on the total and actual amount, as provided herein.
2. OUC shall submit annual reconciliations in the third quarter of the fiscal year which shall explain the amounts billed according to the costs and rate described in this MOU and Schedule A, including radio counts and system utilization.
3. Advances to the OUC for the services to be performed/goods to be provided shall not exceed the total and actual amount of this MOU.
4. Pursuant to the terms of this MOU, OUC will relieve the advance and bill the BUYER through the Intra-District process only for those goods or services actually provided. OUC shall notify DCPS within forty-five (45) days of the current fiscal year if it has reason to believe that all of the advance will not be billed during the current fiscal year. OUC will return any excess advance to the BUYER by September 30th of the current fiscal year.
5. The Parties' Directors or their designees shall use their best efforts to resolve all adjustments and disputes arising from services performed under this MOU. The Parties may insert a third party District employee to resolve program issues in the event that the



Directors cannot resolve a program issue. 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.

### **C. 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 § 1-204.46 (2006 Supp.), as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

### **VII. COMPLIANCE AND MONITORING**

As this MOU is funded by District of Columbia funds, the seller agency will be subject to scheduled and unscheduled monitoring reviews to ensure compliance with all applicable requirements.

### **VIII. RECORDS AND REPORTS**

The seller agency shall maintain records and receipts for the expenditure of all funds provided for a period of no less than three 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 District of Columbia at its sole discretion.

### **IX. CONFIDENTIAL INFORMATION**

The Parties to this MOU will use, restrict, safeguard, and dispose of all information related to services provided by this MOU, in accordance with all relevant federal and local statutes, regulations, and policies. Information received by either Party in the performance of responsibilities associated with the performance of this MOU shall remain the property of the buyer agency.

### **X. TERMINATION**

Either Party may terminate this MOU, in whole, or in part, by giving sixty (60) calendar days advance written notice to the other Party.

### **XI. KEY OFFICIALS**

The following Key Officials represent the Parties in the completion of any activities related to this MOU. They may designate other officials to work on specific aspects of their respective responsibilities under this MOU. All notices, requests, modifications, and other communications that are required to be in writing shall be personally delivered or mailed to the addresses below:

**BUYER Authorized Representative**

Anthony Hinnant, Director, DCPS  
3535 V Street NE, Washington, DC 20018  
Phone: 202-576-6962  
E-mail: Anthony.Hinnant@dc.gov

**OUC's Authorized Representative**

Teddy Kavaleri, CIO, OUC  
2720 Martin Luther King Jr. Ave. SE, Washington, DC 20032  
Phone: 202- 715-7557  
E-mail: teddy.kavaleri@dc.gov

**XII. MODIFICATIONS**

The terms and conditions of this MOU may be modified only upon prior written agreement by the Parties.

**XIII. MISCELLANEOUS**

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



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

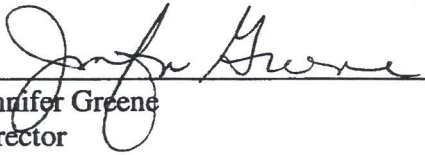
**DISTRICT OF COLUMBIA PUBLIC SCHOOLS**



Kaya Henderson  
Chancellor

Date: 4-11-14

**OFFICE OF UNIFIED COMMUNICATIONS**



Jennifer Greene  
Director

Date: 4/2/14

## Appendix A

Agency	Radio Count	Annual Radio Warranty	Annual Radio Battery	Annual Radio Cost	Annual CityWide Usage Cost	Customized Radio System Cost	Total Annual Radio System Cost	Monthly Cost per radio
DCPS	56	\$ 2,065	\$ 678	\$ 2,743	\$ 3,449	\$ 5,000	\$ 11,192	\$ 16.65