

MEMORANDUM OF UNDERSTANDING
Between
DISTRICT OF COLUMBIA PUBLIC SCHOOLS
And
DISTRICT OF COLUMBIA RETIREMENT BOARD

This Memorandum of Understanding (MOU) is entered into between the **District of Columbia Public Schools, the seller agency (“DCPS” or Seller) and the District of Columbia Retirement Board (DCRB), the buyer agency (“DCRB” or Buyer)**, collectively referred to herein as the “Parties.”

WHEREAS, on July 27, 2012, a Master MOU was executed among the District of Columbia Department of Human Resources, the District of Columbia Office of the Chief Financial Officer, the District of Columbia Office of the Chief Technology Officer and DCRB, whereby all parties agreed to participate in and execute the DCRB Retirement Program Modernization Initiative that includes multiple projects over a five-year period;

WHEREAS, DCRB, in its capacity as the Benefits Administrator for the District Retirement Program for police officers, firefighters, and teachers, seeks to modernize the defined benefit retirement process and provide enhanced member services;

WHEREAS, DCRB in its benefits administration capacity seeks to automate the benefits computation process, ensure accurate and timely data for active police officers, firefighters, and teachers; and

WHEREAS, the Parties acknowledge that this goal cannot be accomplished without the cooperation of all DC agencies which are responsible for the collection, certification, and transmission of the requisite human resources and payroll data and financial information used to calculate retirement benefits.

I. PROGRAM GOALS AND OBJECTIVES

In consultation with the DCRB Data Reclamation Team, DCPS will provide Resource Specialist FTEs not to exceed the designated funding level to assist in the DCRB retirement modernization initiative on an overtime basis. This is a special project related to carrying out the efficiency and integrity of government operations.

II. 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. Obligation of DCPS:

- 1) Work with DCRB and the Data Reclamation Team to identify additional data gaps/issues within PeopleSoft records as outlined in the Gap Analysis and Solution Design Report;
- 2) Correct the identified data gaps by augmenting the data with information from multiple sources (e.g. legacy systems), including paper records (e.g. official personnel files);
- 3) Certify completed records as full and accurate accounting of member history through the DCRB SharePoint site;
- 4) Provide monthly status reports (including performance metrics on number of records completed, historical and to date statistics, forecasts to complete entire record set) to the Data Reclamation Team;
- 5) Metrics shall be utilized to determine the appropriateness of the methodology employed. These metrics will be used to evaluate the project and to determine if additional resources are required. If additional tasks are identified or the scope of the project needs to be changed, DCPS will be present an amended project scope and cost estimates to the DCRB Program Manager. Changes to the project scope or cost will be approved by the DCRB Program Control Board (Steering Committee) before any additional tasks are performed.
- 6) Charge all time spent on these tasks to a specific project code;
- 7) Provide expenditure and time reports to the Data Reclamation Team on a monthly basis;
- 8) Leverage DCRB's Project (SharePoint) server as a centralize repository for all program and project related information and document completion of employee records through the Reclamation page on the DCRB Project/SharePoint Server:
- 9) It is understood that the DCPS staff resources will perform their regular daily tasks for DCPS, after which the Resource Specialists will perform the tasks outlined herein on an overtime basis. Work on the Data Reclamation project will only be performed after business hours and over the weekend.
- 10) DCPS shall provide copies of invoices paid against the advance for the goods and services provided under this MOU on a monthly basis; and
- 11) Any portion of DCRB's advance not used for the payment of goods and services consumed by the DCPS will be rolled over to the next

quarter until work on the project is completed. At the end of the project any remaining funds will be returned to DCRB.

B. Obligation of DCRB:

- 1) DCRB agrees to fund all actual costs directly associated with the Resource Specialists' work in accordance with District and federal laws.
- 2) DCRB agrees to provide funds for estimated costs in advance on a quarterly basis.
- 3) DCRB agrees to provide resources to coordinate the activities of DCPS personnel to ensure that the appropriate member records are being certified.
- 4) DCRB agrees to provide the SharePoint site and access to the appropriate DCPS staff for the purpose of documenting the work described in this agreement.

The Current Services covered by this MOU include:

Project/Service	Project Total
DCRB – FY 14 Overtime Funding in Support of the Retirement Program Modernization Initiative for April – September 2014 in the amount of up to 900 hours	Not To Exceed \$30,294.00
Total	\$30,294.00

DCPS Human Resource Staff Assigned to the Project

Name	Title	Grade	Hourly Rate	OT Rate	Hours Per Month	Cost Per Month
Tameya Monk	Human Resource Specialist	Grade 12	\$36.33	\$36.33	60	\$2,179.80
Rosa Rodriguez	Human Resource Specialist	Grade 12	\$28.29	\$28.29	60	\$1,697.4-
Haroon Rasheed	Human Resource Specialist	Grade 12	\$36.36	\$36.36	60	\$2,181.60
			MONTHLY TOTAL		180	\$6,058.80

III. FUNDING PROVISIONS

A. COST OF SERVICES

1. Total cost for goods and services under this MOU shall not exceed \$ 12,117.60 for 3rd Quarter, Fiscal Year 2014. Funding for goods and services shall not exceed the actual cost of providing the services nor the amount set in this MOU.
2. Total cost for goods and services under this MOU shall not exceed \$18,176.40 for 4th Quarter, Fiscal Year 2014. Funding for goods and services shall not exceed the actual cost of providing the services nor the amount set in this MOU.
3. The total amount to be expended during FY 2014 pursuant to this MOU shall fund only the HR staff resources which were expressly approved to work on this project.
4. Any funds that are not used shall roll over to the next quarter (Q4, 2014) Additional funding requests will be reviewed and approved if necessary by the DCRB Program Manager and Steering Committee.
5. DCPS shall provide a full reconciliation of the hours expended compared to the monthly spend rate and shall document that the hours expended are aligned with DCRB's retirement modernization plans and the methodology to correct identified project issues.

B. PAYMENT

1. Payment for all of the goods and services shall be made through wire transfer advance by DCRB to DCPS through the Office of the Chief Financial Officer, based on the total amount of this MOU.

IV. EFFECTIVE DATE

This MOU shall be effective on the day all parties hereto have affixed their signatures.

V. DURATION OF AGREEMENT

This MOU agreement shall expire September 30, 2014. However, if either party wants to end the MOU agreement, a 30-day written warning notice shall be issued.

VI. PROVISIONS FOR THE MODIFICATION OR TERMINATION OF AGREEMENT

All modifications to the MOU shall be in writing and mutually agreed upon by both parties. Either party may terminate the MOU at any time in the event of a

material breach of the MOU. Material breach shall include but not limited to failure of DCPS to perform activities in a safe and workmanlike manner.

VII. FUNDING PROVISIONS

A. 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 to this MOU, are and shall remain subject to the provisions of the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349, 1351, and the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08 (2001).

B. Resolution of Disputes

The Chief of Police and the Director of DCRB, or their designees, shall resolve all disputes and/or adjustments arising from services provided under this MOU. In the event the parties cannot resolve a dispute, the matter shall be referred to the City Administrator for the District of Columbia. The decision of the City Administrator on any disputes between DCPS and DCRB related to this MOU shall be final.

VIII. COMPLIANCE AND MONITORING

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

IX. 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 DCRB 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, policies. Information received by either Party in the performance of responsibilities associated with the performance of this MOU shall remain the property of DCPS.

XI. AUTHORITY FOR MOU

D.C. Official Code § 1-301.01(k) D.C. Law 15-353; D.C. Official Code § 4-1501.01 *et seq.* (Supp. 2005)

XII. NOTICE

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

DCRB

Peter A. Dewar
Director Information Technology
District of Columbia Retirement Board
900 7th Street NW, 2nd floor
Washington, DC 20001
Tele: 202.343.3215
E-mail: peter.dewar@dc.gov

DCPS

Jana Woods-Jefferson
District of Columbia Public Schools
Washington, DC 20001
Tele: (202) 442-4090
E-mail: Jana.Woods-Jefferson@dc.gov

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.

This constitutes the entire MOU agreement between both parties.

IN WITNESS WHEREOF, the Parties hereto have signed this MOU as of the dates shown below:

District of Columbia Public Schools

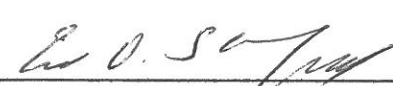


Jason Kamras
Chief of Human Capital
On Behalf of
Kaya Henderson
Chancellor, District of Columbia Public Schools

6-6-14

Date

DISTRICT OF COLUMBIA RETIREMENT BOARD



Eric O. Stanchfield
Executive Director,
District of Columbia Retirement Board

6/12/14

Date

Q6_FY14_MOU with OSSE for Race to the Top Funds

INTRA-DISTRICT STANDARD REQUEST FORM

Government of the District of Columbia

PART I

GENERAL

MOU NUMBER: FY14 Value Added Mathematica MOU DATE OF MOU: 28-Mar-14
Race to the Top Funds (ST395A)

SELLER INFORMATION

AGENCY: District of Columbia Public Schools (DCPS) AGENCY CODE: GD0
NAME OF CONTACT: Kaya Henderson, Chancellor
ADDRESS : 1200 First Street NE
Washington DC, 20002
TELEPHONE # : _____
FAX # : _____
AUTHORIZING OFFICER _____ DATE: ____/____/____
Donald Sink, Budget Officer
donald.sink@dc.gov

BUYER INFORMATION

AGENCY: Office of the State Superintendent of Education (OSSE) AGENCY CODE: GA0
NAME OF CONTACT: Kia Terrell, Effectiveness Manager
ADDRESS : Office of the State Superintendent of Education
810 First Street, NE 8th Floor
Washington, DC 20002
TELEPHONE # : 202-741-0256
FAX # : _____
AUTHORIZING OFFICER _____ DATE: 03/28/14
M. Muschick, Interim AFO for RS
Rajesh Sharma, Budget Officer
Rajesh.Sharma@dc.gov

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

PART II

MOU NUMBER: _____ OF _____

OF _____

SERVICE INFORMATION AND FUNDING CODES									
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TOTAL: _____

TOTAL: _____

TOTAL:

[illegible]

Walton, Charlene (OSSE)

From: Barbera, Charles (OCFO)
Sent: Friday, March 28, 2014 1:20 PM
To: Sharma, Rajesh (OCFO); Walton, Charlene (OSSE)
Cc: Lee, Laverne (OCFO); Peters, Tracye (OCFO); Lyons, Steve (OCFO)
Subject: FW: OSSE/DCPS MOU - Mathmetica value added contract
Attachments: Mathematica value added contract - \$385771.pdf

The MOU is approved.

From: Sharma, Rajesh (OCFO)
Sent: Tuesday, March 25, 2014 12:56 PM
To: Barbera, Charles (OCFO)
Cc: Walton, Charlene (OSSE)
Subject: OSSE/DCPS MOU - Mathmetica value added contract

Hi Charles,
Can you please review for legal sufficiency. Thanks.

Rajesh Sharma
Budget Officer
Office of the Chief Financial Officer
202-741-5536

5689

DISTRICT OF COLUMBIA PUBLIC SCHOOLS

GENERAL COUNSEL

2014 JUL 21 AM 9:38

ABSTRACT OF CORRESPONDENCE

TO: Kaya Henderson
Chancellor

FROM: Alden Wells
IMPACT Manager
Office of Human Capital

DATE: 1/27/2014

SUBJECT: OSSE/DCPS Interagency Fund Transfer for Mathematica Value-Added Contract

1. Summary of Key Points (Brief): This MOU outlines the transfer of funds from OSSE to DCPS to cover the Mathematica value-added contract that includes charter schools for SY2013-2014.
2. Special Concerns: None
3. Action Required: Approval
4. Contact Person: Alden Wells Phone: (202) 719-6553

5. Chancellor's Action:

☒ Approved ☐ Disapproved ☐ Modify ☐ Discuss

REMARKS:

MPR for K. Henderson
Kaya Henderson

3/5/14
Date

CLEARANCE:

		CLEARED BY	CLEARED BY	CLEARED BY	CLEARED BY
SURNAME & DIVISION (TYPED)	Anna Gregory, OHC	Jason Kamras, OHC	Lisa Ruda, OCOS	Bob Utiger, OGC	
INITIAL & DATE	AG 1-31-14	JK 1-30-14	LR	BU 3/4/14	

PLEASE SEND A FULLY EXECUTED COPY OF THE MOU/MOA TO OGC

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE OFFICE OF THE STATE SUPERINTENDENT OF EDUCATION
AND
THE DISTRICT OF COLUMBIA PUBLIC SCHOOLS
FOR
VALUE-ADDED ASSESSMENT SYSTEM FOR SCHOOLS AND TEACHERS**

I. INTRODUCTION

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

OSSE has requested services of DCPS to carry out work under a contract DCPS has with Mathematica Policy Research ("MPR" or "the Vendor") to support the Value-Added Assessment System for Schools and Teachers ("Value-Added project"). This contract (GAGA-2011-C-0004) was modified in accordance with requests from OSSE to expand the scope of work. OSSE will fund the additional costs over and above the DCPS contract cost for the modification.

II. OVERVIEW

The purpose of the Value-Added project is for the Vendor to provide analysis services to DCPS to support the school and teacher evaluation system currently in place. This contract was originally written with the intention of providing these services for DCPS alone.

As requested by the OSSE, the purpose of the contract modification is to expand the set of teachers eligible to receive value-added measures to include teachers in charter schools. The cost proposal of the modification of the MPR contract includes costs for expanding the value-added assessment system to include charter schools, but does not reflect the full amount that would be needed for a stand-alone contract to perform these services for charter schools. Much of the work that will be done under the modification is already covered under the original DCPS contract, but all additional costs for the modification not covered in the original DCPS contract will be funded by OSSE.

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 DCPS

DCPS shall:

1. Monitor the contract administration and deliverables.
2. Complete quarterly evaluations, monitor status reports from the Vendor and provide copies of the status reports to OSSE on a quarterly basis.
3. Pay the Vendor the total funds transferred under this MOU, \$385,771.00 , for all additional services rendered pursuant to the modification of Vendor's contract with DCPS, which includes additional services provided on behalf of OSSE.

B. Responsibilities of Buyer OSSE

OSSE shall:

1. Provide the funding amount stated in Section VI.A.1 of this MOU to DCPS via Intra-District advance for the personnel, activities and other DCPS obligations specified in this MOU.
2. Provide data and decisions pertaining to the Value-Added project on the same project timeline as DCPS.
3. Provide funding to compensate for additional preparatory work conducted by the Vendor should OSSE not be able to deliver data and decisions on a timeline consistent with the DCPS project plan; provided, however, such funding will be provided upon a modification of this MOU or a separate MOU between the Parties.

IV. DURATION OF MOU

- A. The period of this MOU shall be from October 1, 2013 through September 23, 2014, unless terminated in writing by the Parties prior to the expiration.
- B. The Parties may extend the term of the MOU by exercising a maximum of three (3) one (1) year option periods. The total term of this MOU, including the exercise of any option clause, may not exceed four (4) years. Option periods may consist of a year, a fraction thereof, or multiple successive fractions of a year. The parties shall provide written notice of their 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.

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 all goods and services under this MOU shall not exceed three hundred and eighty five thousand and seven hundred and seventy one dollars (\$385,771.00) for Fiscal Year 2013-2014. Funding for the goods or services shall not exceed the actual cost of the goods or services including labor, materials and overhead, provided all costs and expenditures for Fiscal Year 2013-2014 shall not exceed three hundred and eighty five thousand and seven hundred and seventy one dollars (\$385,771.00).
2. In the event of termination of the MOU, payment to Seller shall be held in abeyance until all required fiscal reconciliation is complete, but not longer than September 30th of the current fiscal year.

B. Payment

1. Payment for all goods and services provided by DCPS shall be made through an Intra-District advance by Buyer to Seller based on the amount of this MOU.
2. Seller shall submit information quarterly explaining the amounts billed for that period, as well as the vendor monitoring reports referenced in Section III.A.2. of this MOU. The information shall include: (1) labor costs and (2) materials costs.
3. Advances to Seller for the services to be performed/goods to be provided shall not exceed the amount of this MOU.
4. Seller shall 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 shall return any excess advance to OSSE 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. 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 City Administrator.

VII. COMPLIANCE AND MONITORING

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

VIII. NOTICES AND CONTACT PERSONS

Any inquiries under this MOU shall be directed to the parties listed below:

For DCPS:

Anna Gregory

Chief of Staff
Office of Human Capital
District of Columbia Public Schools
1200 First Street, N.E., 12th Floor
Washington, DC 20002
(202) 671-2203

For OSSE:

Jessica Mellen Enos
Director of Assessment
Office of State Superintendent of Education (OSSE)
Government of the District of Columbia
810 First Street N.E. 9th Floor
Washington, DC 20002
Email: jessica.enos@dc.gov
Phone: 202-535-2651

These individuals are responsible for the management and coordination of the requirements for each respective party under this agreement. Copies of correspondence related to the modification, amendment, extension or termination of this agreement, or any other legal matter pertaining to this agreement, shall be furnished to these individuals with additional copies to:

Robert Utiger
General Counsel, District of Columbia Public Schools
1200 First Street, NE
10th Floor
Washington, DC 20002
Phone: (202) 442-5168
Fax: (202) 442-5098
Email: robert.utiger@dc.gov

Virginia Crisman
General Counsel, Office of the State Superintendent of Education
810 First Street, NE
9th Floor
Washington, DC 20002
Phone: (202) 727-2814
Fax: (202) 299-2134
Email: virginia.crisman@dc.gov

IX. TERMINATION OF MOU

- ✓ Either party may terminate this MOU in whole or in part after first giving thirty (30) days written notice to the other party; provided, however, OSSE understands and agrees that any OSSE termination of this MOU which requires funds under this MOU to be returned

to OSSE may result in termination of the modified contract with Vendor providing for additional Value-Added services on behalf of charter schools. In that case, OSSE understands and agrees that DCPS may use any of the intra-district advance funds under this MOU to cover any liabilities stemming from termination of Vendor's modified contract.

X. MODIFICATIONS

OSSE and DCPS reserve the right to modify and/or renegotiate the terms and conditions of this MOU at any time, in writing and with the agreement of both parties. Modifications to the MOU shall be incorporated in the form of an amendment dated and signed by the authorized representatives of OSSE and DCPS.

XI. ANTI-DEFICIENCY ACT

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 availability of funds and 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.

XII. 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.

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:

For the Office of the State Superintendent of Education:



Jesús Aguirre
STATE SUPERINTENDENT

3/27/14

Date

For the District of Columbia Public Schools:

MR for K. Henderson

Kaya Henderson
Chancellor

3/5/14

Date