

Transmittal Slip

1/7/19

TO: 1. Michael Herbstman

Date Received

1/8/19

Initials

MSH

Enclosed please find a Memorandum of Understanding (MOU) between District of Columbia Public Schools and Prince George's County Public Schools regarding Title I Services for 2018-2019.

The MOU has been reviewed for legal sufficiency by Diana Wyles, Esquire and it is being hand delivered to you to review for financial adequacy. I will bring original to your office.

Please review and sign for financial adequacy. Note your signature is required on page five of the MOU. Then, forward to Douglas Strader, Ed.D. for review/signature.

TO: 2. Douglas Strader

Date Received

1/10/19

Initials

DS

Dr. Strader, please review/sign for substantive content and forward to Dr. Goldson for review/signature.

TO: 3. Monica Goldson

Date Received

1/15/19

Initials

MG

Dr. Goldson, please review the document that has been approved by legal, CFO and Chief. Please sign and date the MOU on page five where indicated.

Thanks all,

Karen Remington
Office of General Counsel
301-780-5917

MEMORANDUM OF UNDERSTANDING
between
DISTRICT OF COLUMBIA PUBLIC SCHOOLS
and
PRINCE GEORGE'S COUNTY PUBLIC SCHOOLS

Re: Title I Services - 2018-2019

PGCPS Approved for Legal Sufficiency

Diana K. Wyles, Esq.
Office of General Counsel

Signature: 

Date: 1/4/2019

PGCPS Approved for Financial Adequacy

Michael Herbstman
Chief Financial Officer

Signature: 

Date: 1/9/19

PGCPS Approved for Substantive Content

Douglas Strader
Chief Accountability Officer

Signature: 

Date: 1/10/2019

**MEMORANDUM OF UNDERSTANDING
AMONG THE UNIVERSITY OF THE DISTRICT OF COLUMBIA,
THE DISTRICT OF COLUMBIA PUBLIC SCHOOLS, AND THE DISTRICT OF COLUMBIA
DEPARTMENT OF GENERAL SERVICES**

I. INTRODUCTION

This Memorandum of Understanding ("MOU") is entered into by and among the **UNIVERSITY OF THE DISTRICT OF COLUMBIA ("UDC")**, the **DISTRICT OF COLUMBIA PUBLIC SCHOOLS ("DCPS")**, and the **DISTRICT OF COLUMBIA DEPARTMENT OF GENERAL SERVICES ("DGS")**(DCPS and DGS shall be collectively referred to as the "District"), individually referred to herein as a "Party" and collectively as the "Parties", for the District's use of certain facilities and property on UDC's Van Ness campus.

II. PROGRAM GOALS AND OBJECTIVES

The purpose of this MOU is to establish the roles, responsibilities, and procedures regarding the District's use of certain facilities and property on the UDC Van Ness campus, as more specifically described in this MOU (the "District Premises"). The District Premises will be used for "swing space" during the planned Eaton Elementary School renovation project. The District will be occupying trailers currently in place from the previous "swing space" used by Murch Elementary, along with walkways and other constructed facilities ("Facilities"), including a fence surrounding the District Premises, for the use of approximately 500 students, plus staff.

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 do hereby mutually covenant and agree as follows:

III. CONDITIONS PRECEDENT

The Parties agree and understand that the events set forth in this Section III must take place in order for this MOU to remain in effect and enforceable, otherwise the MOU will terminate by its terms as set forth in Section III(A) below.

A. Independent Assessment of Impact on Geothermal Well Field and Vault

Immediately following the execution of this MOU, the District shall obtain a certified independent assessment from a District of Columbia licensed Architectural and Engineering firm (the "Independent Assessment") which provides the following:

- i. Analysis of the impact, if any, of the prior construction of the Facilities as well as an analysis of the impact of the proposed relocation of Facilities on

the geothermal well field and vault located under or adjacent to the District Premises; and

- ii. Identification of the specifications and a design of the proposed plans to relocate the Facilities within the District Premises in a manner which eliminates risk of damage or eliminates identified damage to the geothermal well field and vault.

The Independent Assessment shall be submitted to UDC for review and approval no later than 30 days from the execution of this MOU. The result of the Independent Assessment will determine the feasibility of the relocation of the Facilities within the District Premises. Within ten (10) business days after receipt of the Independent Assessment, UDC shall evaluate the Independent Assessment, and if it is reasonably determined by UDC that the relocation of Facilities and continued placement of structures within the District Premises poses a risk of adverse impact to the geothermal well field and vault, this MOU shall immediately terminate. The District shall not relocate the Facilities within the District Premises without UDC's approval, following receipt and review of the Independent Assessment.

B. Approval of Construction Documents

"Construction" or "construction activities" shall refer to all work required to erect new or relocate existing facilities within the "District Premises". In addition to UDC's review and approval of the Independent Assessment, prior to the District's commencement of construction, the District shall provide to UDC the design, elevation and specifications for any construction activities on the District Premises and Facilities (including but not limited to the relocation of the multipurpose room "bubble"), and UDC shall review and approve the proposal plans within ten (10) days of receipt, which approval shall not be unreasonably withheld, conditioned or delayed.

C. Approval of Constructed Facilities

Within ten (10) days after UDC has received written notice from the District of the completion of any construction activities on the Facilities and District Premises, UDC shall review and approve the construction of the Facilities and District Premises, in writing, to ensure that construction of the Facilities and District Premises has met the requirements of the Independent Assessment, which approval shall not be unreasonably withheld, conditioned or delayed.

Subsequent to completion of the initial construction activities, District shall not make or permit anyone to make any alterations to the District Premises or the Facilities without the prior written consent of UDC, which consent shall not be unreasonably withheld, conditioned, or delayed. All alterations shall be constructed at District's sole

expense, in compliance with applicable Laws and lien free, and District shall ensure that any activities associated with such Improvements or alterations do not materially and unreasonably disturb the normal operations of UDC. UDC shall not be liable for any and all claims, losses, expenses, and damages resulting from or arising out of any alterations in the District Premises or the Facilities by District.

If any alterations or improvements are made without the prior written consent of UDC, UDC shall have the right to require District to restore the District Premises and the Facilities to their condition immediately prior thereto. District shall be liable for the cost of repair for damage and injury to the District Premises and the Facilities caused by such removal.

IV. SCOPE OF SERVICES

A. RESPONSIBILITIES OF UDC

UDC shall be responsible for providing the following:

1. Exclusive use of the District Premises as defined by the existing fence surrounding the modular trailers currently in place and existing playground. See Attachment A.
2. General security for UDC campus areas outside of the District Premises. UDC shall not bear any additional costs or responsibilities as a result of the presence of DCPS students, staff, and visitors on UDC's Van Ness campus. Any additional cost incurred and attributed directly to the District's use of the District Premises shall be reimbursed by the District. The Parties acknowledge and agree that UDC's Police Department, in its sole discretion, will determine the extent of additional security required by the District's use of the District Premises. UDC shall notify the District of the additional security required and the additional costs associated with the additional security at the end of every quarter.
3. To the extent feasible, UDC agrees to allow the District to utilize any utilities infrastructure already existing on the UDC campus in order to tie into and link the Facilities to the utilities set forth in Section IV.B.3 below, as necessary. In the event additional tie-ins are required to support the Eaton construction activities, DCPS is to request in writing permission to make the associated tie-in.

4. Make every reasonable attempt to accommodate the scheduling of Eaton school activities into the University events schedule, as long as Eaton makes a Space Reservation request through the Office of Space Reservations at least thirty (30) days prior to its scheduled activity, requesting the use of UDC facilities. UDC shall identify a primary point of contact for Eaton to coordinate event scheduling by written notice to Eaton.
5. Standard landscaping and grounds maintenance (including snow and ice removal) of the UDC Van Ness campus, including the areas adjacent to and areas providing ingress and egress access to the District Premises, except that when UDC has a weather related or emergency delays or other closings, District shall contact UDC to determine whether conditions permit safe access to the District Premises. If District decides to access the District Premises, even though UDC is closed, then District shall notify UDC, and UDC will provide snow and ice removal to allow access to the District Premises. In this event all costs associated with such snow and ice removal shall be the sole responsibility of District.
6. Provide the District access to the District Premises 24 hours a day, 7 days a week, except when UDC has weather related or emergency delays or other closings.

B. RESPONSIBILITIES OF DGS

DGS shall be responsible for the following:

1. Payment of Rent for use of the District Premises, ("Rent") which shall be payable as more fully described in Section X of this MOU. The total Rent amount for the Term of this MOU is One Million Nine Hundred Fifty Thousand Dollars (\$1,950,000.00). Rent includes the use of the fields, gym, auditorium, and other spaces subject to approval and availability as determined by UDC.
2. Any construction upon the District Premises, approved in advance by UDC, and the sole cost of which shall be borne by the District, including, but not limited to, all modifications of the existing Facilities, relocation of the multipurpose "bubble" to allow for construction of an artificial turf field per Attachment D (UDC Artificial Turf Field), obtaining all licenses, permits, certificates of occupancy, approvals, and other permissions which may be necessary for construction and occupation of the District Premises, the provision of furniture, fixtures and equipment, any moving services, modifications to the existing fence

around the District Premises provided that the fence height shall be the same height as other fencing that is typically used at elementary schools-specifically Lafayette Elementary, and any warranty repairs.

3. All utilities modifications, installation and usage costs associated with the District use of the District Premises, including electricity, water, and sewer.
4. The procurement of all other services necessary to operate the Facilities including, but not limited to, trash disposal (from designated receptacles), and telecommunications services, including telephone and internet services.
5. On or before the last day of the Term of this MOU or earlier termination of this MOU, DGS shall immediately vacate and remove all of the Facilities, utilities, and other personal property from the District Premises.
6. Providing to UDC written quarterly assessments of geothermal well field and vault confirming continued compliance with the specifications and plans included in the Independent Assessment. Assessments are due to UDC the last business day of each quarter.
7. Maintenance and repair of the Facilities within the District Premises. District, at the District's sole cost and expense, shall promptly make all repairs, perform all maintenance, and make all replacements in and to the District Premises that are necessary or desirable to keep the District Premises in good condition and repair; in a clean, safe and tenantable condition; and otherwise in accordance with all Laws and the requirements of this MOU. The District shall suffer no waste or injury to any part of the District Premises.
8. Landscaping and grounds maintenance (including snow and ice removal) within the District Premises except that when UDC has weather related or emergency delays or other closings, the District shall be in contact with UDC to determine whether conditions permit safe access to the District Premises. If the District decides to access the District Premises, even though UDC is closed, then the District shall notify UDC, and UDC will provide snow and ice removal to allow access to the District Premises. All costs associated with such snow and ice removal shall be the sole responsibility of the District.

9. The cost of removal of District Facilities if there is a need to remove said premises to repair the geothermal wells located beneath and the vault located adjacent to the District Premises.
10. All injury, breakage and damage to the District Premises and the Facilities and to any other part of the UDC campus caused solely by the negligence or willful misconduct of the District shall be repaired at District's sole expense.
11. The cost for twenty-five (25) parking permits to be used by DCPS employees in the UDC Van Ness campus underground parking facility ("UDC Parking") at an annual cost of Fifteen Thousand Nine Hundred Thirty-Seven Dollars (\$15, 937.50), which is valued at \$637.50 per permit per year, inclusive in the rent payment. UDC shall provide key cards to DCPS to enable access to UDC Parking.
12. Provide UDC with a list of proposed school activities, including preferred campus location, dates, estimated attendees, start and ending times, and any additional information which will assist UDC with incorporating the proposed events into previously scheduled facility uses.

C. RESPONSIBILITIES OF DCPS

1. DCPS shall not use or occupy the District Premises and/or the Facilities for any other uses without the express written consent of UDC. DCPS shall not use or occupy the District Premises and/or the Facilities for any unlawful purpose or in any manner that will constitute waste, nuisance or unreasonable annoyance to UDC or to adjacent property owners.
2. DCPS shall comply with all applicable Laws concerning the use, occupancy and condition of the District Premises and/or Facilities and all machinery, equipment, furnishing, fixtures and improvements therein, all of which shall be complied with in a timely manner at District's sole expense.
3. DCPS shall not allow, cause or permit any Hazardous Materials to be generated, used, treated, stored, or disposed of in or about the District Premises and/or the Facilities, provided that DCPS may use and store normal and reasonable quantities of standard cleaning and office materials as may be reasonably necessary for DCPS to conduct normal

operations in the District Premises and Facilities, as long as such materials are properly, safely and lawfully stored and used by District and the quantity of same does not equal or exceed a "reportable quantity" as defined in 40 C.F.R. 302 and 305, as amended. At the expiration or earlier termination of this MOU, District shall surrender the District Premises to UDC free of Hazardous Materials introduced by District and in compliance with all Environmental Laws (excluding violations caused by parties other than the District).

4. DCPS shall: (i) give UDC prompt oral and follow-up written notice of any actual or threatened Environmental Default about which DCPS becomes aware. District shall promptly cure an Environmental Default in accordance with all Environmental Laws and only after District has obtained UDC's prior written consent, which shall not be unreasonably withheld, conditioned or delayed; and (ii) promptly deliver to UDC copies of any notices or other items received from or submitted to any governmental or quasi-governmental agency, or any claim instituted or threatened by any third party concerning the District Premises, the occupancy or use thereof, or the existence or potential existence of Hazardous Materials therein. Upon any Environmental Default, in addition to all other rights available to UDC under this MOU, at law or equity, UDC shall have the right but not the obligation to immediately enter the District Premises, to supervise and approve any actions taken by District to address the Environmental Default, and, if District fails promptly to address same in compliance with applicable Laws, to perform, at District's sole cost and expense, any lawful action necessary to address such Environmental Default. UDC shall be released from all liability for damage or injury to the District resulting from UDC's entry on the District Premises to address an Environmental Default, except for any damages or injury arising from the gross negligence or willful misconduct of UDC.
5. DCPS will, and will ensure that its students, staff and visitors, abide by and observe all applicable UDC rules currently contained in Title 8 of the District of Columbia Municipal Regulations, and that UDC may promulgate from time to time, provided that such rules are not inconsistent with the provisions of this MOU. If any provision of this MOU conflicts with a rule later promulgated by UDC, such provision of this MOU shall govern. UDC shall not discriminate against District in the enforcement or promulgation of any rule.

V. ADDITIONAL TERMS

A. DUTY TO MINORS

The Parties acknowledge and agree that DCPS students, staff, and visitors are on the campus solely for the purpose of school related activities and that DCPS shall be responsible for the safety, control, and supervision of all DCPS students, staff, and visitors at all times regardless of their physical location. DCPS agrees that no additional duty of care or custodial relationship is established between UDC and the DCPS students, staff, and visitors as a result of this agreement.

B. ACCESS TO THE DISTRICT PREMISES

The Parties acknowledge and agree that periodically UDC may need access to the field upon which the District Premises sits, including but not limited to for the purposes of inspecting or confirming the condition of the geothermal well vault and other areas. Except in the event of an emergency, UDC agrees to notify DCPS at least twenty-four (24) hours in advance, in writing, and coordinate such access with DCPS when access is needed, and that such access shall not excessively disrupt DCPS's use of the District Premises.

C. CAMPUS MASTER PLAN AND ZONING ORDER

The Parties acknowledge and agree that the District has received a copy of the Campus Master Plan (Attachment B) and Zoning Order 11-02/11-02A (Attachment C) and further agrees that the District will comply with all covenants.

D. EMERGENCY PLAN

DCPS shall develop an Emergency Plan for students, staff, and visitors of the District Premises. DCPS acknowledges that the proximity of the District Premises to various embassies occasionally results in street closures which may disrupt or prevent ingress and egress from the District Premises. The Emergency Plan shall include an alternative dismissal plan in the event of such street closures as well as security, fire, and natural disaster plans. A copy of the Emergency shall be delivered to UDC no later than 30 days after execution of this MOU.

E. LIABILITY

Except as otherwise expressly provided in this MOU, UDC shall not be liable to the District for any: (i) damage, injury, loss or claim based on or arising out of any fire, robbery, theft, vandalism, mysterious disappearance or any other casualty, (ii) actions of any other person or entity, or (iii) failure or inability to furnish any service specified in this MOU, unless such liability arises from the negligence or willful misconduct of UDC. UDC acknowledges that District is a self-insurer and does not maintain policies

of contractual and general liability insurance. Subject to the limitations set forth in Section X(C), District shall be liable for its own negligence or willful misconduct arising from its occupancy and use of the District Premises and the Facilities.

F. SPECIAL EVENTS

DCPS shall provide UDC a list of school events which require use of UDC facilities prior to full execution of this MOU. Should UDC facilities be needed to support additional events or the expansion of events planned to be held within the District Premises, DCPS will submit the space reservation request to UDC no less than thirty (30) days prior to the planned event. The University will make a reasonable attempt to accommodate the event as planned or offer an alternative space and date for the event.

VI. DURATION OF THE MOU

The Term of this MOU shall be from June 15, 2019 through September 1, 2021 ("Term"), unless terminated in writing by the Parties prior to the expiration.

VII. HOLDOVER

If the District does not immediately surrender the District Premises or any portion thereof upon the expiration of the Term, or earlier termination date (as expressly provided in this MOU), as applicable, then subject in all events to the Anti-Deficiency Acts, applicable laws, appropriate authorization from the District, and lawfully appropriated, certified, and available funds, (a) the Rent payable by the District hereunder shall be increased to two hundred fifty percent (250%) of the Rent payable by the District during the month immediately preceding such holdover. Any such holdover shall be deemed to be a tenancy from month to month. Notwithstanding any other provision of this Lease, UDC's right to recover damages arising from a holdover period shall be limited to the right to (i) collect the increased Rent provided above; or (ii) evict the District. In no event shall any holdover be deemed a permitted extension or renewal of the Term, and nothing contained herein shall be construed to constitute UDC's consent to any holdover or to give the District any right with respect thereto. Notwithstanding any other provision of this MOU, UDC's acceptance of Rent during any holdover period shall not in any manner adversely affect UDC's other rights and remedies under this MOU. The District's obligations during any such holdover period shall remain subject to the Anti-Deficiency Acts and applicable laws:

VIII. CONDITION OF DISTRICT PREMISES

Upon termination of this MOU, the District agrees to return the District Premises to UDC leveled and graded. So that the condition of the District Premises upon return

to UDC may be properly assessed, the Parties agree to conduct a site visit for the purposes of condition assessment prior to construction, and a site visit for the purposes of condition assessment post MOU termination.

IX. AUTHORITY FOR THIS MOU

D.C. Official Code § 1-301.01(k) (2008).

X. FUNDING PROVISIONS

A. COST OF SERVICES

1. Total and actual cost for Rent during the Term of this MOU shall not exceed One Million Nine Hundred Fifty Thousand Dollars (\$1,950,000.00).
2. In the event of termination of the MOU, payment to UDC shall be held in abeyance until all required fiscal reconciliation, but no longer than September 30 of the fiscal year in which the MOU is terminated.

B. PAYMENT

1. DGS shall pay to UDC, Rent for the District Premises as follows: (a) an initial six (6) month payment within thirty (30) days of execution of this MOU in the amount of Three Hundred Twenty Five Thousand Dollars (\$325,000); (b) one payment of Eight Hundred Twelve Thousand Five Hundred Dollars (\$812,500) on October 31, 2019; and (c) one payment of Eight Hundred Twelve Thousand Five Hundred Dollars (\$812,500) on October 31, 2020. DGS shall pay the Rent to UDC, at UDC's Payment Address, or to such other place or to such other agent as UDC may from time to time designate in writing, by good check or other funds approved by UDC from time to time, without setoff, deduction or demand. UDC's acceptance of Rent after it shall have become due and payable shall not excuse a delay upon any subsequent occasion or constitute a waiver of any of UDC's rights hereunder.
2. All other payments shall be made to UDC within thirty (30) days of demand.

C. ANTI-DEFICIENCY CONSIDERATIONS

The Parties acknowledge and agree that the Parties' 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, 3 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, ("**Anti-Deficiency Acts**") regardless of whether a particular obligation has been expressly so conditioned.

The District agrees to exercise all lawful authority available to it to satisfy the financial obligations of the District that may arise under this MOU. During the term of this MOU, the Mayor of the District of Columbia or other appropriate official shall, for each fiscal period, include in the budget application submitted to the Council of the District of Columbia the amount necessary to fund the District's known potential financial obligations under this MOU for such fiscal period. In the event that a request for such appropriations is excluded from the budget approved by the Council and submitted to Congress for the applicable fiscal year or if no appropriation is made by Congress to pay Rent, or any component thereof, or any other costs due under this MOU for any period after the fiscal year for which appropriations have been made, and in the event appropriated funds for such purposes are not otherwise lawfully available, the District will not be liable to make any payment under this MOU upon the expiration of any then-existing appropriation, the District shall promptly notify UDC, and this MOU shall immediately terminate upon the expiration of any then-existing appropriation.

XI. TERMINATION

After notice and an opportunity to cure as provided herein, UDC may terminate this MOU for cause if the District materially breaches any term of this MOU. UDC must notify the District in writing six (6) months in advance of the anticipated termination date and such notice shall include a detailed description of the material breach. Upon receiving such notice, the District shall have thirty (30) calendar days to cure the breach or provide an explanation for extending the time to cure. Either Party may terminate this MOU in whole or in part by giving ninety (90) calendar days advance written notice to the other Party.

XII. NOTICE

The following individuals are the primary operational contacts and notice points for each Party under this MOU:

For UDC:

Troy LeMaile- Stovall
Chief Operating Officer
University of the District of Columbia
4200 Connecticut Avenue NW
Washington, DC 20008

With a copy not constituting notice to:

**Office of the General Counsel
University of the District of Columbia
4200 Connecticut Ave., Building 39, Suite 301Q
Washington, DC 20008
Attention: General Counsel**

For DCPS:

**Patrick Davis
Chief Operating Officer
District of Columbia Public Schools
Office of Chief Operating Officer
1200 First St NE
Washington, DC 20002
P 202.365.4746 (Mobile)
E Patrick.Davis@k12.dc.gov**

For DGS:

**Yohance Fuller
Chief Operating Officer
District of Columbia Department of General Services
2000 14th Street NW, 8th Floor
Washington, DC 20009
Yohance.Fuller@dc.gov
202.724.4109 (Mobile)**

XIII. SIGNS

Signage elected to be installed by the District shall be subject to UDC's prior approval, which approval shall not be unreasonably withheld, conditioned or delayed, and shall be purchased and installed at the District's expense.

XIV. RESOLUTION OF DISPUTES

The Parties to this MOU shall use their best efforts to resolve any adjustments and disputes arising from this MOU. In the event that a dispute cannot be resolved by the Parties, the matter shall be referred to the Deputy Mayor for Education for resolution.

XV. MODIFICATIONS AND ASSIGNMENT

The terms and conditions of this MOU may be modified only upon written agreement by the Parties. District shall not assign or transfer this Agreement or any portion thereof without the express written consent of UDC.

XVI. MISCELLANEOUS

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

UDC's review, approval and consent powers (including the right to review plans and specifications), are for UDC's benefit only. Such review, approval or consent (or conditions imposed in connection therewith) shall be deemed not to constitute a representation concerning legality, safety, or any other matter.

XVII. FORCE MAJEURE

Unless specifically provided otherwise, if UDC or District is in any way delayed or prevented from performing any of its obligations under this MOU (other than payment obligations) due to a Force Majeure Event, then the time for performance of such obligation shall be excused for the period of such delay or prevention and extended for a period equal to the period of such delay, interruption or prevention. The foregoing shall not serve to excuse District's payment of Rent when due under this MOU.

XVIII. ENTIRE AGREEMENT AND SEVERABILITY

The Parties acknowledge that this constitutes the entire agreement among DCPS, DGS and UDC, superseding any and all prior written and oral agreements. If any provision of this Agreement is held to be invalid, the remaining provisions shall remain in full force and effect.

[signatures on following pages]

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

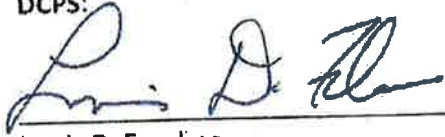
UDC:

Ronald Mason, Jr. Date
President

Reviewed by the Office of General Counsel for Legal Sufficiency:

Name: Date
Title:

DCPS:



Lewis D. Ferebee Date
Chancellor

DGS



Keith A. Anderson Date
Director

**MEMORANDUM OF UNDERSTANDING FOR
INTRA-DISTRICT FUNDING
Fingerprinting Services BETWEEN
THE METROPOLITAN POLICE DEPARTMENT AND THE
DISTRICT OF COLUMBIA PUBLIC SCHOOLS**

This Memorandum of Understanding ("MOU") is entered into between the Metropolitan Police Department (MPD) (hereinafter the "Seller") and the District of Columbia Public Schools (DCPS) Office of Talent and Culture (OTC) (hereinafter the "Buyer"), relative to taking fingerprints for ascertaining employment suitability of employees or applicants for District of Columbia employment, consultants, volunteers and/or contractor personnel in positions requiring a background check pursuant to the Criminal Background Checks for the Protection of Children Act of 2004 (DC Code § 4-1501.01 et seq.) ("Child Care Positions").

WHEREAS, the Seller is authorized by the Federal Bureau of Investigation (FBI) to conduct fingerprinting services for all non-criminal justice licensing and employment agencies within the District of Columbia.

WHEREAS, a project or specific services are provided by the Seller to the Buyer and budgeted under Intra-District funding; and

WHEREAS, the Seller and the Buyer agencies (hereinafter each a "Party" and collectively the "Parties") must budget for the same amount by project to ensure that such Parties are reflecting the agreed upon costs for the proposed project or services; and

WHEREAS, the Seller will be funded at the beginning of the fiscal year for Intra-District goods or services provided to the Buyer, so long as the appropriations are approved for such fiscal year.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. GENERAL PROVISIONS

1. Entire Agreement. The terms set forth in this document constitute the sole understanding regarding the services covered under this MOU between the Seller and the Buyer. This agreement supersedes any and all prior agreements, understandings or representations between the Parties regarding the services covered under this MOU.
2. Amendments. This MOU or any of its specific provisions may be revised or amended by either Party in writing with the written concurrence of the other Party.

II. OBLIGATIONS OF THE SELLER

The Seller shall take fingerprints of the employees or applicants for District of Columbia employment, consultants, volunteers and/or contractor personnel in Child Care Positions and the Seller will forward said fingerprints to MPD. Fingerprint checks shall be conducted in accordance with applicable laws, rules and regulations established by the Metropolitan Police Department, Police Business Services Division, Automated Fingerprint Identification Branch and the Records Branch of the Seller.

1. The Seller shall provide the fingerprint services to the Buyer for the total cost of thirty-five dollars (\$ 35.00) per fingerprint request.
2. As an authorized agent of the FBI, the Seller shall transmit fingerprint information to the FBI for processing on behalf of the Buyer.
3. The Seller shall process each fingerprint check within thirty days of receipt of each request. The Seller shall provide the following reports and results to the Buyer:
 - a. A monthly "User Fee Bill Report." The Seller shall notify the Buyer if there is a lack of funds.

4. Payment to the Seller shall be made by way of an intra-District transfer as set forth in Section III of the MOU.
 - a. The Seller agrees to return any portion of the Buyer's advance not used for the payment of services consumed by the Buyer, as required by the District of Columbia financial policy.

III. OBLIGATIONS OF THE BUYER

1. The Buyer is responsible for contacting the Records Branch of the Seller to arrange for and request fingerprint services as described above.
2. At the beginning of each fiscal year, the Buyer shall determine its fingerprint checks needs for the fiscal year and notify the Seller of its expected need. Payment for criminal background checks services shall be made via an intra-District transfer from the Buyer to the Seller. To implement the intra-District transfer, the Buyer shall establish a budget for fingerprint services sufficient to pay for the expected amount of fingerprint services required. The Buyer shall provide the Seller budget information, including SOAR Index and PCA codes, as well as other required accounting elements, via the intra-District Standard Request Form (ISRF).
3. The Buyer shall, in consideration of the fingerprint services to be provided by the Seller as described above, advance to the Seller funds in the amount of three thousand, five hundred dollars (\$ 3,500.00) based on the Buyer's projected estimate of 100 employees, consultants, volunteers, contractor personnel, or applicants that may be serviced by the Seller in FY19.
4. The ISRF shall be transmitted to the Seller's Office of the Chief Financial Officer (OCFO) and a copy of the signed ISRF should be submitted with this MOU. Upon receipt, the Seller's OCFO shall process such forms and arrange for the intra-District transfer of funds.
5. After each quarter of the fiscal year, the Seller and the Buyer shall review the amount of fingerprint services used to date. At any time, if the expected level of services required for the remainder of the fiscal year exceeds the unexpended amount of the original fingerprint services budget, the Buyer shall propose an MOU modification to Seller increasing the advance of funds stated in this MOU and, upon execution of this modification, transmit additional funds to the Seller. The Buyer shall provide the Seller the budget information, including SOAR Index and PCA codes, as well as other required accounting elements, via the ISRF.
6. It is the responsibility of the Buyer to ensure that sufficient funds are available for all of its needs for fingerprint services. Failure to budget sufficient funds for fingerprint services for the entire fiscal year may result in the cessation of such services until such time that the appropriate modifications are made. The Seller may refuse to perform any fingerprint services on behalf of the Buyer until the Buyer has transferred sufficient funds via the ISRF.
7. The Buyer shall expressly advise applicants for licensure or registration that their fingerprint scans will be forwarded to Seller and/or the FBI for the purpose of conducting local and national criminal background records checks, as applicable.
8. The Buyer shall ensure FBI information received from the Seller is not disseminated outside the Receiving Department of the Buyer Agency.
9. The Buyer shall be responsible for ensuring that officials making the determination of suitability for licensing or employment provide the applicant the opportunity to complete or challenge the accuracy of any potential disqualifying information contained in the identification record.
10. The Buyer shall not deny the license or employment based on the information in the record until the applicant has been afforded a reasonable time to correct or complete the information or has declined to do so.
11. If the applicant wishes to correct the record information as it appears in the FBI's Criminal Justice Information System (CJIS) Division Records System, the applicant should be advised of the procedures to change, correct or update the record set forth in Title 28, CFR Section 16.34-FBI Identification Record.
12. If needed, the Buyer shall seek when individual charge or disposition data directly with the agency that furnished the data to the FBI.

IV. DURATION OF THE MOU

1. The period of this MOU shall be from October 1, 2018 through September 30, 2019 unless terminated in writing by the Parties prior to the expiration.
2. The Parties may extend the term of this MOU by exercising a maximum of four (4) one-year 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 MOU.
3. 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

- Criminal Background Checks for the Protection of Children Act of 2004 (DC Code § 4- 1501.01 *et. seq.*)
- 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 \$3,500.00 for Fiscal Year 2019. Funding for the services shall not exceed the actual cost of providing the services.
2. The estimated cost of this MOU is based on DCPS projected estimate of 100 applicants, volunteers, consultants, contractor personnel, and employees that may be serviced by MPD in FY 2019 at a cost of thirty-five dollars (\$35.00) per fingerprint request.
3. In the event of termination of the MOU, payment to MPD 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 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 shall submit monthly reconciliations which shall explain the amounts billed for that period. The reconciliations shall include a summary report on the number of background checks in a format agreed upon by the parties.
3. Advances to MPD for the services to be performed shall not exceed the amount of this MOU.
4. MPD will release the advance and bill DCPS through the Intra-District process only for those goods or services actually provided pursuant to the terms of this MOU. MPD will return any excess advance to DCPS by September 30, 2019.
5. The Parties' Directors or their designees shall resolve all adjustments and disputes arising from services performed under this MOU. In the event that the Parties are unable to resolve a financial issue, the matter shall be referred to the D.C. Office of Financial Operations and Systems.

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 (2012 Repl. And 2015 Supp.); (iii) D.C. Official Code § 47-105 (2012 Repl.); and (iv) D.C. Official Code § 1-204.46 (2014 Repl. And 2015 Supp.), as may be amended, 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, MPD will be subject to scheduled and unscheduled monitoring reviews to ensure compliance with all applicable requirements.

VIII. RECORDS AND REPORTS

MPD 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 request, make these documents available for inspection by duly authorized representatives of the Buyer and other officials as may be specified by the District of Columbia Government 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 this MOU shall remain the property of the Buyer.

X. TERMINATION

Either Party may terminate this MOU in whole or in part by giving forty-five (45) calendar days advance written notice to the other Party.

XI. NOTICE

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

Bernadine Greene
AFIS-Records Branch Manager Corporate Support Bureau, MPD
300 Indiana Avenue, N.W., Room 50013
Washington, DC 20001
202-727-9824
bemie.greene@dc.gov

Margaret Browne
DC Public Schools
Director- Employee Services Communications and Training
1200 First St NE
Washington, DC 20002
202-442-4090
Margaret.browne@dc.gov

XII. PROCUREMENT PRACTICES ACT

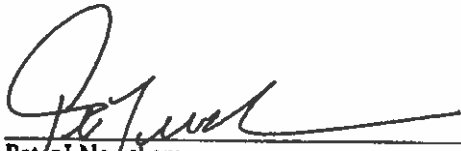
If a District of Columbia agency or instrumentality plans to utilize the goods or services of an agent or third party (e.g. contractor, consultant) to provide any of the goods or services specified under this MOU, then the agency or instrumentality shall abide by the provisions of the District of Columbia Procurement Practices Reform Act of 2010 (D.C. Official Code § 2-351.01 *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 signed this MOU as of the day, month, and year written below.

**SELLER
METROPOLITAN POLICE DEPARTMENT**




Peter J. Newsham
Chief of Police

DEC 13 2018

Date

**BUYER
DISTRICT OF COLUMBIA PUBLIC SCHOOLS**



Amanda Alexander
Interim Chancellor

10/12/18

Date

**RENEWAL OF MEMORANDUM OF UNDERSTANDING BETWEEN
DISTRICT OF COLUMBIA PUBLIC SCHOOLS AND
ANNE ARUNDEL COUNTY PUBLIC SCHOOLS FOR
PROVISION OF TITLE I SERVICES TO PRIVATE SCHOOL STUDENTS**

This First Renewal ("Renewal") to the Memorandum of Understanding between District of Columbia Public Schools ("DCPS") and Anne Arundel County Public Schools ("AACPS") for the Provision of Title I Services to Private School Students, dated September 28, 2018 ("MOU"), is made by and between DCPS and AACPS (each a "Party" and collectively "Parties").

1. Pursuant to the "Term" section on page 1 of the MOU, the Parties hereby declare their intention to renew the MOU for an additional one (1) year term. The Parties agree that, for purposes of this Renewal, the clause in the "Term" section on page 1 of the MOU requiring one Party to provide the other Party with a request for renewal of the MOU at least sixty (60) days prior to the end of the current term of the MOU is waived.
2. Unless terminated or modified through mutual written agreement between the Parties as provided for in Section 10 of the MOU, the renewal term of this MOU will expire on June 14, 2020, one year from the expiration date of the initial term of this MOU.
3. All other terms and conditions stated in the MOU and its accompanying attachments are hereby incorporated into this Renewal and remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Renewal effective on the final date of signature below.



Dr. Lewis Ferebee
Chancellor
District of Columbia Public Schools



Dr. George Arlotto
Superintendent
Anne Arundel County Public Schools

6/6/19
Date

8.22.19
Date



MEMORANDUM OF UNDERSTANDING

between the

DISTRICT OF COLUMBIA PUBLIC SCHOOLS

and the

ANNE ARUNDEL COUNTY PUBLIC SCHOOLS

This Memorandum of Understanding (MOU) as of this 28th day of September 2018, by and between District of Columbia Public Schools (DCPS) and Anne Arundel County Public Schools (AACPS), hereafter collectively referred to as the "Parties".

WHEREAS, the Parties enter this MOU dated September 28, 2018, for DCPS to provide Title I services to eligible students attending private school in the District of Columbia who reside in Anne Arundel County, Maryland; and AACPS to provide Title I services to eligible students attending private school in Anne Arundel County, Maryland who reside in the District of Columbia.

WHEREAS, the Parties wish to enter the conditions, responsibilities, and provisions of the MOU effective September 28, 2018, and ending June 14, 2019.

NOW THEREFORE, the Parties hereby set forth this MOU as follows:

Purpose

This MOU creates a process for the provision of Title I educational instructional services and additional supports to certain eligible private school children who meet established eligibility and residency criteria. This agreement describes the services to be provided, the roles and responsibilities of each Party, and funding procedures. The determination of aforementioned Title I funds is pursuant to the requirements of the *Every Student Succeeds Act of 2015*.

Term

The initial term of this MOU will be for the 2018-2019 school year, with an effective date of September 28, 2018 through June 14, 2019. Thereafter, the MOU may be renewed for additional one-year terms, or any fraction thereof, if both parties agree to the renewal in writing. To propose a renewal of this MOU, one party must provide notice to the other of a request for renewal at least sixty (60) days prior to the end of the current term.

1. Consultation: Description of Services

- A. Decisions will be made regarding the delivery of services during the consultation meetings between the two Parties and will include the following components:
 - a. Identifying funding for student-related services based on the per pupil allocation

- b. Develop eligibility requirements for selecting students eligible to participate in the Title I program
 - c. Select service delivery site
- B. The scope of services will include the following components:
 - a. The Parties will collaborate on the service delivery model adopted by each respective Local Education Agency (LEA)
 - b. The Parties will collaborate on the frequency and duration of weekly service instructional time

2. Assessment

- A. The assessment of services will be performed by the LEA providing and include documentation of the following:
 - a. Pre and post tests
 - b. Student progress
 - c. Attendance

3. Additional Support Services

- A. The support services will include the following components:
 - a. Parent involvement activities and identification available funding under Title I for this purpose
 - b. Professional development for teachers for eligible students if the school system reserves funds from the Title I allocation for the Title I professional development activities
 - c. Title I counseling, mentoring, and/or one on one services for eligible Title I students if the school system reserves funds from the Title I allocation for the additional Title I student supports

4. Responsibilities

- A. The Parties respective Title I offices will provide services as follows:
 - a. Designate a contact person for Title I services for eligible students attending private school(s)
 - b. Determine participating public-school attendance areas and certify the number of eligible private school students
 - c. Provide, to the extent allowable under the Family Educational Rights and Privacy Act or any other applicable law, and review annual data regarding eligible students who attend private schools in the other Party's jurisdiction
 - d. Provide sufficient and reliable data concerning the amount of Title I funding that is generated for services to eligible students
 - e. Reserve the required amount of Title I funds for instructional services for identified students, parent involvement activities, and professional development activities, if applicable.
 - f. Annually consult with the designated contact person to determine the scope and nature of Title I services to eligible students who attend private schools in one local school system and reside in another
 - g. Provide, to the extent allowable under the Family Educational Rights and Privacy Act or any other applicable law, assessment data for eligible students receiving Title I services

5. Transfer of Funds

By November 15th, of the current school year, the amount of Title I funding that is owed to the other Party of Title I services will be determined. An invoice for the full amount shall be submitted, accompanied by appropriate documentation for payment (listed below). This invoice must be paid within 30 days of receipt, but no later than December 15th.

- Total number of students served
- List of students by grade level and school name
- Schedule of services provided
- Name(s) of service provider(s)
- Service delivery model
- Service to students and parent involvement activities

6. Audit

Each party shall retain and upon request make available to the other Party, all accounts and records relating to this Agreement during the term of this Agreement and for five years after this Agreement ends. Each party has the right, upon reasonable prior written notification, to audit and inspect all accounts and records maintained by the other Party in connection with this Agreement and may do so at the other Party's normal business hours.

7. Civil Rights and Equal Employment Opportunity

Each party agrees that it shall not discriminate on the basis of race, religion, age, ancestry or national origin, gender, physical or mental disability, marital status, or veteran's status with respect to employment opportunity or access to the program pursuant to this Agreement.

8. Notices and Contact Persons

Any inquiries under this MOU shall be directed to the Parties listed below. Any notices required under this MOU shall be in writing, sent by a recognized form of communication and by any recognized delivery method agreed to by the Parties.

TO DCPS:

Yiesha Thompson, Ph.D.
 Director, Monitoring and Program Support
 District of Columbia Public Schools
 1200 First Street NE, 12th Floor
 Washington, D.C. 20002
 (202) 442-6025
 (202) 535-2256
Yiesha.Thompson@dc.gov

TO CCPS:

Sarah Bell
Program Manager, Compensatory Education Programs
Anne Arundel County Public Schools
2644 Riva Road
Annapolis, Maryland 21401
(410) 222-5444
SBell1@aacps.org

These individuals are responsible for the management and coordination of the requirements for each Party under this MOU. Copies of correspondence related to modification, extension or termination of this MOU, any legal matters concerning this MOU or any other transactions stemming from this MOU shall be furnished to these individuals with additional copies to:

Office of the General Counsel
District of Columbia Public Schools
1200 First Street NE, 10th Floor
Washington, D.C. 20002
T: (202) 442-5000
F: (202) 442-5098

9. Anti-Deficiency Considerations

DCPS's duty to fulfill financial obligations to any kind pursuant to any and all provisions of this MOU, or any subsequent agreement entered into 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); as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned. Pursuant to the Anti-Deficiency Acts, nothing in this MOU shall create an obligation on DCPS in anticipation of an appropriation by Congress for such purpose, and DCPS's legal liability for any obligations under this MOU shall not arise or obtain in advance of the lawful availability of appropriated funds for the applicable fiscal year as approved by Congress.

10. Modifications

Modifications to this Agreement may be made only in writing signed by authorized representatives of both Parties.


11. Counterparts

This Agreement may be executed on one or more counterparts; each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument.

12. Approvals


The individuals designated below, by signing this Agreement, so indicate that they possess the necessary authority to bind the Parties to the obligations described herein

**DISTRICT OF COLUMBIA
PUBLIC SCHOOLS**



Amanda Alexander, Ph.D.
Interim Chancellor

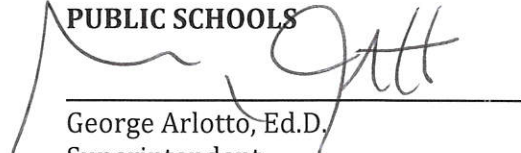
Date: 10/22/18



Curtis Johnson
Deputy Chief, Federal Programs & Grants

Date: 10/10/18

**ANNE ARUNDEL COUNTY
PUBLIC SCHOOLS**



George Arlotto, Ed.D.
Superintendent

Date: 11.27.18



Reviewed for Legal Sufficiency

Date: 11/13/18

**RENEWAL OF MEMORANDUM OF UNDERSTANDING BETWEEN
DISTRICT OF COLUMBIA PUBLIC SCHOOLS AND
CHARLES COUNTY PUBLIC SCHOOLS FOR
PROVISION OF TITLE I SERVICES TO PRIVATE SCHOOL STUDENTS**

This First Renewal ("Renewal") to the Memorandum of Understanding between District of Columbia Public Schools ("DCPS") and Charles County Public Schools ("CCPS") for the Provision of Title I Services to Private School Students, dated September 28, 2018 ("MOU"), is made by and between DCPS and CCPS (each a "Party" and collectively "Parties").

1. Pursuant to the "Term" section on page 1 of the MOU, the Parties hereby declare their intention to renew the MOU for an additional one (1) year term. The Parties agree that, for purposes of this Renewal, the clause in the "Term" section on page 1 of the MOU requiring one Party to provide the other Party with a request for renewal of the MOU at least sixty (60) days prior to the end of the current term of the MOU is waived.
2. Unless terminated or modified through mutual written agreement between the Parties as provided for in Section 10 of the MOU, the renewal term of this MOU will expire on June 14, 2020, one year from the expiration date of the initial term of this MOU.
3. All other terms and conditions stated in the MOU and its accompanying attachments are hereby incorporated into this Renewal and remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Renewal effective on the final date of signature below.



Dr. Lewis Ferebee
Chancellor
District of Columbia Public Schools



Dr. Kimberly Hill
Superintendent
Charles County Public Schools

6/6/19
Date

7/1/2019
Date

RE: [External] Amendment for SY19-20 for Title I Services

Thompson, Yiesha (DCPS) <yiesha.thompson@k12.dc.gov>
 Tue 6/11/2019 12:05 PM

To: Rouse, Sharron N. (CCPS) <srouse@ccboe.com>;
 Cc: Federal Programs (DCPS) <federalprograms@dc.gov>;

Ms. Rouse,
 Per our email correspondence, please note our office has updated the student eligibility list to
 on Calico Woods Place.

Updated List

Thank you!

that resides

DuPont Park Adventist

Student Name	Grade Level	Address	City	State	Neighborhood School	County	Title I
	3	11945 Calico Woods Place	Waldorf	MD	C. Paul Barnhart ES	Charles County	NE

St. Thomas More Catholic School

Student Name	Grade Level	Address	City	State	Neighborhood School	County	Title I
	1	4020 Blackbird Ct	Waldorf	MD	C. Paul Barnhart ES	Charles County	Yes
	3	3210 Careysbrook Ct	Waldorf	MD	J.P Ryon ES	Charles County	Yes

Jenifer

Not Eligible

From: Rouse, Sharron N. (CCPS) <srouse@ccboe.com>
 Sent: Tuesday, June 11, 2019 9:45 AM
 To: Thompson, Yiesha (DCPS) <yiesha.thompson@k12.dc.gov>
 Subject: Re: [External] Amendment for SY19-20 for Title I Services

CAUTION: This email originated from outside of the DC Government. Do not click on links or open attachments unless you recognize the sender and know that the content is safe. If you believe that this email is suspicious, please forward to phishing@dc.gov for additional analysis by OCTO Security Operations Center (SOC).

Thank you

Sharron Rouse
 Coordinator, Title I Programs
 Charles County Public Schools
 (301) 934-7300
srouse@ccboe.com

Learning is a tree that follows its owner everywhere.
 -Chinese Proverb

DuPont Park Adventist

Student Name	Grade Level	Address	City	State	Neighborhood School	County	Title I
	3	11945 Calico Woods Place	Waldorf	MD	C. Paul Barnhart ES	Charles County	Yes

St. Thomas More Catholic School

Student Name	Grade Level	Address	City	State	Neighborhood School	County	Title I
	1	4020 Blackbird Ct	Waldorf	MD	C. Paul Barnhart ES	Charles County	Yes
	3	3210 Careysbrook Ct	Waldorf	MD	J.P. Ryon ES	Charles County	Yes

Thompson, Yiesha (DCPS)

From: Rouse, Sharron N. (CCPS) <srouse@ccboe.com>
Sent: Wednesday, May 29, 2019 11:08 AM
To: Thompson, Yiesha (DCPS)
Cc: FederalPrograms (DCPS); Shields, Kristin B. (CCPS); Cross, Marissa (CCPS)
Subject: Re: SY19-20 Student Identification

CAUTION: This email originated from outside of the DC Government. Do not click on links or open attachments unless you recognize the sender and know that the content is safe. If you believe that this email is suspicious, please forward to phishing@dc.gov for additional analysis by OCTO Security Operations Center (SOC).

Good morning Dr. Thompson,

Thanks so much for sending the information below. There are no DCPS students attending Charles County Private Schools at this time. Please confirm that you received a letter from our office in the mail. Thank you!

Have a great day!

Sharron Rouse

Coordinator of Title I Programs
Charles County Public Schools
(301) 934-7306
srouse@ccboe.com

Learning is a treasure that will follow its owner everywhere.
~Chinese Proverb

From: Thompson, Yiesha (DCPS) <yiesha.thompson@k12.dc.gov>
Sent: Wednesday, May 29, 2019 8:31 AM
To: Rouse, Sharron N. (CCPS)
Cc: FederalPrograms (DCPS)
Subject: RE: SY19-20 Student Identification

Good Morning Ms. Rouse –

Can you kindly let us know if you have identified any DCPS students attending Charles County Private Schools, that also meet the eligibility requirements?

Thanks in advance!
Yiesha

From: FederalPrograms (DCPS) <federalprograms@dc.gov>
Sent: Tuesday, May 28, 2019 3:48 PM

To: rouse@ccboe.com

Cc: Thompson, Yiesha (DCPS) <yiesha.thompson@k12.dc.gov>

Subject: SY19-20 Student Identification

Good Afternoon Ms. Rouse,

Attached please find the requested and completed form showing DCPS has academically at risk Charles County students attending DC Private Schools. Below, please find the list of identified students by school. Since we currently have a MOU in place for services, our office will begin the processing of obtaining an amendment to certify services for SY2019-2020. We will forward the approved amendment to your office for review and signature.

Thank you and we look forward to our continued collaboration.

DuPont Park Adventist						
Student Name	Grade Level	Address	City	State	Neighborhood School	
	3	11945 Calico Woods Place	Waldorf	MD	C. Paul Barnhart ES	Ch
St. Thomas More Catholic School						
Student Name	Grade Level	Address	City	State	Neighborhood School	
	1	4020 Blackbird Ct	Waldorf	MD	C. Paul Barnhart ES	Ch
	3	3210 Careysbrook Ct	Waldorf	MD	J.P Ryon ES	Ch

Sincerely,

District of Columbia Public Schools - Federal Programs & Grants

Monitoring and Program Support Team

1200 1st Street NE | Washington DC 20003 | Phone: [\(202\) 442-6025](tel:(202)442-6025) | E-Fax: [\(202\) 535-2256](tel:(202)535-2256) |

www.dcps.dc.gov



MEMORANDUM OF UNDERSTANDING

between the

DISTRICT OF COLUMBIA PUBLIC SCHOOLS

and the

CHARLES COUNTY PUBLIC SCHOOLS

This Memorandum of Understanding (MOU) as of this 28th day of September 2018, by and between District of Columbia Public Schools (DCPS) and Charles County Public Schools (CCPS), hereafter collectively referred to as the "Parties".

WHEREAS, the Parties enter this MOU dated September 28, 2018, for DCPS to provide Title I services to eligible students attending private school in the District of Columbia who reside in Charles County, Maryland; and CCPS to provide Title I services to eligible students attending private school in Charles County, Maryland who reside in the District of Columbia.

WHEREAS, the Parties wish to enter the conditions, responsibilities, and provisions of the MOU effective September 28, 2018, and ending June 14, 2019.

NOW THEREFORE, the Parties hereby set forth this MOU as follows:

Purpose

This MOU creates a process for the provision of Title I educational instructional services and additional supports to certain eligible private school children who meet established eligibility and residency criteria. This agreement describes the services to be provided, the roles and responsibilities of each Party, and funding procedures. The determination of aforementioned Title I funds is pursuant to the requirements of the *Every Student Succeeds Act of 2015*.

Term

The initial term of this MOU will be for the 2018-2019 school year, with an effective date of September 28, 2018 through June 14, 2019. Thereafter, the MOU may be renewed for additional one-year terms, or any fraction thereof, if both parties agree to the renewal in writing. To propose a renewal of this MOU, one party must provide notice to the other of a request for renewal at least sixty (60) days prior to the end of the current term.

1. Consultation: Description of Services

- A. Decisions will be made regarding the delivery of services during the consultation meetings between the two Parties and will include the following components:
 - a. Identifying funding for student-related services based on the per pupil allocation

- b. Develop eligibility requirements for selecting students eligible to participate in the Title I program
- c. Select service delivery site
- B. The scope of services will include the following components:
 - a. The Parties will collaborate on the service delivery model adopted by each respective Local Education Agency (LEA)
 - b. The Parties will collaborate on the frequency and duration of weekly service instructional time

2. Assessment

- A. The assessment of services will be performed by the LEA providing and include documentation of the following:
 - a. Pre and post tests
 - b. Student progress
 - c. Attendance

3. Additional Support Services

- A. The support services will include the following components:
 - a. Parent involvement activities and identification available funding under Title I for this purpose
 - b. Professional development for teachers for eligible students if the school system reserves funds from the Title I allocation for the Title I professional development activities
 - c. Title I counseling, mentoring, and/or one on one services for eligible Title I students if the school system reserves funds from the Title I allocation for the additional Title I student supports

4. Responsibilities

- A. The Parties respective Title I offices will provide services as follows:
 - a. Designate a contact person for Title I services for eligible students attending private school(s)
 - b. Determine participating public-school attendance areas and certify the number of eligible private school students
 - c. Provide, to the extent allowable under the Family Educational Rights and Privacy Act or any other applicable law, and review annual data regarding eligible students who attend private schools in the other Party's jurisdiction
 - d. Provide sufficient and reliable data concerning the amount of Title I funding that is generated for services to eligible students
 - e. Reserve the required amount of Title I funds for instructional services for identified students, parent involvement activities, and professional development activities, if applicable.
 - f. Annually consult with the designated contact person to determine the scope and nature of Title I services to eligible students who attend private schools in one local school system and reside in another
 - g. Provide, to the extent allowable under the Family Educational Rights and Privacy Act or any other applicable law, assessment data for eligible students receiving Title I services

5. Transfer of Funds

By November 15th, of the current school year, the amount of Title I funding that is owed to the other Party of Title I services will be determined. An invoice for the full amount shall be submitted, accompanied by appropriate documentation for payment (listed below). This invoice must be paid within 30 days of receipt, but no later than December 15th.

- Total number of students served
- List of students by grade level and school name
- Schedule of services provided
- Name(s) of service provider(s)
- Service delivery model
- Service to students and parent involvement activities

6. Audit

Each party shall retain and upon request make available to the other Party, all accounts and records relating to this Agreement during the term of this Agreement and for five years after this Agreement ends. Each party has the right, upon reasonable prior written notification, to audit and inspect all accounts and records maintained by the other Party in connection with this Agreement and may do so at the other Party's normal business hours.

7. Civil Rights and Equal Employment Opportunity

Each party agrees that it shall not discriminate on the basis of race, religion, age, ancestry or national origin, gender, physical or mental disability, marital status, or veteran's status with respect to employment opportunity or access to the program pursuant to this Agreement.

8. Notices and Contact Persons

Any inquiries under this MOU shall be directed to the Parties listed below. Any notices required under this MOU shall be in writing, sent by a recognized form of communication and by any recognized delivery method agreed to by the Parties.

TO DCPS:

Yiesha Thompson, Ph.D.
 Director, Monitoring and Program Support
 District of Columbia Public Schools
 1200 First Street NE, 12th Floor
 Washington, D.C. 20002
 (202) 442-6025
 (202) 535-2256
Yiesha.Thompson@dc.gov

TO CCPS:

Sharron Rouse
 Coordinator of Title I Programs
 Charles County Public Schools
 5980 Radio Station Road
 La Plata, Maryland 20646
 (301) 934-7306
srouse@ccboe.com

These individuals are responsible for the management and coordination of the requirements for each Party under this MOU. Copies of correspondence related to modification, extension or termination of this MOU, any legal matters concerning this MOU or any other transactions stemming from this MOU shall be furnished to these individuals with additional copies to:

Office of the General Counsel
 District of Columbia Public Schools
 1200 First Street NE, 10th Floor
 Washington, D.C. 20002
 T: (202) 442-5000
 F: (202) 442-5098

9. Anti-Deficiency Considerations

DCPS's duty to fulfill financial obligations to any kind pursuant to any and all provisions of this MOU, or any subsequent agreement entered into 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); as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned. Pursuant to the Anti-Deficiency Acts, nothing in this MOU shall create an obligation on DCPS in anticipation of an appropriation by Congress for such purpose, and DCPS's legal liability for any obligations under this MOU shall not arise or obtain in advance of the lawful availability of appropriated funds for the applicable fiscal year as approved by Congress.

10. Modifications

Modifications to this Agreement may be made only in writing signed by authorized representatives of both Parties.


11. Counterparts

This Agreement may be executed on one or more counterparts; each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument.

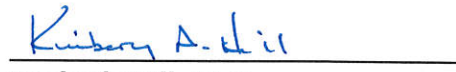
12. Approvals

The individuals designated below, by signing this Agreement, so indicate that they possess the necessary authority to bind the Parties to the obligations described herein


DISTRICT OF COLUMBIA
PUBLIC SCHOOLS


Amanda Alexander, Ph.D.
Interim Chancellor

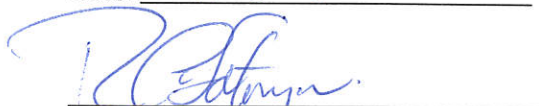
CHARLES COUNTY
PUBLIC SCHOOLS


Kimberly Hill, Ed.D.
Superintendent

Date: 10/22/18


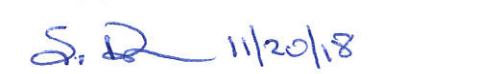

Curtis Johnson
Deputy Chief, Federal Programs & Grants

Date: 11/27/2018


Randolph Sotomayor
Assistant Superintendent of Finance

Date: 10/9/18

Date: 11/26/18

 10-31-18
Title I Director
 11/20/18

7759

OCT 9 '18 RCVD OGC

DISTRICT OF COLUMBIA PUBLIC SCHOOLS
Office of the Chancellor

ABSTRACT OF CORRESPONDENCE

TO: Dr. Amanda Alexander, Interim Chancellor

FROM: Curtis Johnson

DATE: October 9, 2018

SUBJECT: MOU for Title I services between DCPS and CCPS (Charles County Public Schools)

1. Summary of Key Points (Brief): DCPS is mandated to provide Title I services to all DC resident students, including those attending private schools in the district and surrounding jurisdictions. This continued MOU will document the provision of services between the two school districts and provide the fiscal structure (through an amendment) necessary to transfer Title I allocations from DCPS to CCPS and vice versa.

2. Special Concerns: N/A

3. Action Required: Approval and Signature

4. Contact Person: Yiesha Thompson

Phone: 202-442-6025




5. Chancellor's Action:

Approved Disapproved Modify Discuss

REMARKS:

 _____ Date 10/22/18

CLEARANCE:

	PREPARED BY OFPG	CLEARED BY OGC (if required)	CLEARED BY Chief	CLEARED BY	CLEARED BY
SURNAME & OFFICE (TYPED)	Curtis Johnson, FPG	J. Omar Mahmud, OGC*	Gilband CBO		
INITIAL & DATE	 10/9/18	 10/11/18	 10/15/18		

Bishop John T. Walker SFB

Last Name	First Name	Grade	Address	City	State	Zip	County	School	Title I
		4	11544 Hornbeam Court	Waldorf	MD	20601	Charles County	C. Paul Barnhart Elem.	Yes

St. Augustine

Last Name	First Name	Grade	Address	City	State	Zip	County	School	Title I
		PK4	906 Barrington Dr.	Clinton	MD	20602	Charles County	Dr. Samuel Mudd Elem.	Yes

St. Francis Xavier

Last Name	First Name	Grade	Address	City	State	Zip	County	School	Title I
		P4	12190 Montreat Pl.	Waldorf	MD	20601-3789	Charles County	J.P. Ryon Elementary	Yes

St. Thomas More

Last Name	First Name	Grade	Address	City	State	Zip	County	School	Title I
		K	Blackbird Court	Waldorf	MD	20603-4642	Charles County	C. Paul Barnhart Elem.	Yes

Number of Eligible Students		Instructional PPA		Parent & Family Engagement PPA	
4	\$	649.04	\$	18.10	
Total for Title I Service	\$	2,596.16	\$	72.40	
Grand Total for Title I Service	\$	2,668.56			



CHARLES COUNTY PUBLIC SCHOOLS
 OFFICE OF ACCOUNTS PAYABLE
 P.O. BOX 2770
 LA PLATA, MARYLAND 20646-0170
 (301) 932-6610 OR (301) 870-3814

VENDOR NAME / ADDRESS		
DISTRICT OF COLUMBIA GOVERNMENT - DC TREASURER 1200 FIRST STREET, NE WASHINGTON DC 20002		
VENDOR NUMBER	CHECK NUMBER	CHECK DATE
62864	448054	1/04/19

VENDOR NAME/ ACCOUNT NUMBER	INVOICE NUMBER	P.O. NUMBER	DISC.	NET AMOUNT
DISTRICT OF COLUMBIA 039.03.395.7111.82	TITLE I SY18-19	154548		2,668.56
		INVOICE TOTAL		2,668.56
CHECK TOTAL ▶				\$2,668.56

OFFICE OF THE
 EFFICIENCY OFFICER
 19 JAN - 11 P 3:5

THIS CHECK IS VOID WITHOUT A GREEN & RED BACKGROUND AND AN ARTIFICIAL WATERMARK-HOLD AT ANGLE TO VIEW WATERMARK ON BACK OF CHECK



CHARLES COUNTY PUBLIC SCHOOLS
 LA PLATA, MARYLAND 20646-0170

VENDOR NUMBER: **62864**

CHECK DATE	CHECK NUMBER
1/04/19	0448054

Bank of America 7-163
 La Plata, Maryland 520

CHECK AMOUNT
\$2,668.56

PAY Exactly Two Thousand Six Hundred Sixty
 Eight Dollars and Fifty Six Cents

Non-Negotiable after 180 Days

TO THE ORDER OF DISTRICT OF COLUMBIA
 GOVERNMENT - DC TREASURER
 1200 FIRST STREET, NE
 WASHINGTON DC 20002

Kentley A. Hill
 AUTHORIZED SIGNATURE

⑈0448054⑈ ⑆052001633⑆ 002000603787⑈

SIGNATURE HAS A COLORED BACKGROUND - BORDER CONTAINS MICROPRINTING



MEMORANDUM OF UNDERSTANDING
between the
DISTRICT OF COLUMBIA PUBLIC SCHOOLS
and the
HOWARD COUNTY PUBLIC SCHOOLS

This Memorandum of Understanding (MOU) as of this 28th day of September 2018, by and between District of Columbia Public Schools (DCPS) and Howard County Public Schools (HCPS), hereafter collectively referred to as the "Parties".

WHEREAS, the Parties enter this MOU dated September 28, 2018, for DCPS to provide Title I services to eligible students attending private school in the District of Columbia who reside in Howard County, Maryland; and HCPS to provide Title I services to eligible students attending private school in Howard County, Maryland who reside in the District of Columbia.

WHEREAS, the Parties wish to enter the conditions, responsibilities, and provisions of the MOU effective September 28, 2018, and ending June 14, 2019.

NOW THEREFORE, the Parties hereby set forth this MOU as follows:

Purpose

This MOU creates a process for the provision of Title I educational instructional services and additional supports to certain eligible private school children who meet established eligibility and residency criteria. This agreement describes the services to be provided, the roles and responsibilities of each Party, and funding procedures. The determination of aforementioned Title I funds is pursuant to the requirements of the *Every Student Succeeds Act of 2015*.

Term

The initial term of this MOU will be for the 2018-2019 school year, with an effective date of September 28, 2018 through June 14, 2019. Thereafter, the MOU may be renewed for additional one-year terms, or any fraction thereof, if both parties agree to the renewal in writing. To propose a renewal of this MOU, one party must provide notice to the other of a request for renewal at least sixty (60) days prior to the end of the current term.

1. Consultation: Description of Services

- A. Decisions will be made regarding the delivery of services during the consultation meetings between the two Parties and will include the following components:
 - a. Identifying funding for student-related services based on the per pupil allocation

- b. Develop eligibility requirements for selecting students eligible to participate in the Title I program
 - c. Select service delivery site
- B. The scope of services will include the following components:
 - a. The Parties will collaborate on the service delivery model adopted by each respective Local Education Agency (LEA)
 - b. The Parties will collaborate on the frequency and duration of weekly service instructional time

2. Assessment

- A. The assessment of services will be performed by the LEA providing and include documentation of the following:
 - a. Pre and post tests
 - b. Student progress
 - c. Attendance

3. Additional Support Services

- A. The support services will include the following components:
 - a. Parent involvement activities and identification available funding under Title I for this purpose
 - b. Professional development for teachers for eligible students if the school system reserves funds from the Title I allocation for the Title I professional development activities
 - c. Title I counseling, mentoring, and/or one on one services for eligible Title I students if the school system reserves funds from the Title I allocation for the additional Title I student supports

4. Responsibilities

- A. The Parties respective Title I offices will provide services as follows:
 - a. Designate a contact person for Title I services for eligible students attending private school(s)
 - b. Determine participating public-school attendance areas and certify the number of eligible private school students
 - c. Provide, to the extent allowable under the Family Educational Rights and Privacy Act or any other applicable law, and review annual data regarding eligible students who attend private schools in the other Party's jurisdiction
 - d. Provide sufficient and reliable data concerning the amount of Title I funding that is generated for services to eligible students
 - e. Reserve the required amount of Title I funds for instructional services for identified students, parent involvement activities, and professional development activities, if applicable.
 - f. Annually consult with the designated contact person to determine the scope and nature of Title I services to eligible students who attend private schools in one local school system and reside in another
 - g. Provide, to the extent allowable under the Family Educational Rights and Privacy Act or any other applicable law, assessment data for eligible students receiving Title I services

5. Transfer of Funds

By November 15th, of the current school year, the amount of Title I funding that is owed to the other Party of Title I services will be determined. An invoice for the full amount shall be submitted, accompanied by appropriate documentation for payment (listed below). This invoice must be paid within 30 days of receipt, but no later than December 15th.

- Total number of students served
- List of students by grade level and school name
- Schedule of services provided
- Name(s) of service provider(s)
- Service delivery model
- Service to students and parent involvement activities

6. Audit

Each party shall retain and upon request make available to the other Party, all accounts and records relating to this Agreement during the term of this Agreement and for five years after this Agreement ends. Each party has the right, upon reasonable prior written notification, to audit and inspect all accounts and records maintained by the other Party in connection with this Agreement and may do so at the other Party's normal business hours.

7. Civil Rights and Equal Employment Opportunity

Each party agrees that it shall not discriminate on the basis of race, religion, age, ancestry or national origin, gender, physical or mental disability, marital status, or veteran's status with respect to employment opportunity or access to the program pursuant to this Agreement.

8. Notices and Contact Persons

Any inquiries under this MOU shall be directed to the Parties listed below. Any notices required under this MOU shall be in writing, sent by a recognized form of communication and by any recognized delivery method agreed to by the Parties.

TO DCPS:

Yiesha Thompson, Ph.D.
 Director, Monitoring and Program Support
 District of Columbia Public Schools
 1200 First Street NE, 12th Floor
 Washington, D.C. 20002
 (202) 442-6025
 (202) 535-2256
Yiesha.Thompson@dc.gov

TO CCPS:

Amy Tieperman
 Title I Support Teacher
 Howard County Public Schools
 10910 Rt. 108
 Ellicott City, Maryland 21042
 (410) 313-6806
Amy.Tieperman@hcpss.org

These individuals are responsible for the management and coordination of the requirements for each Party under this MOU. Copies of correspondence related to modification, extension or termination of this MOU, any legal matters concerning this MOU or any other transactions stemming from this MOU shall be furnished to these individuals with additional copies to:

Office of the General Counsel
 District of Columbia Public Schools
 1200 First Street NE, 10th Floor
 Washington, D.C. 20002
 T: (202) 442-5000
 F: (202) 442-5098

9. Anti-Deficiency Considerations

DCPS's duty to fulfill financial obligations to any kind pursuant to any and all provisions of this MOU, or any subsequent agreement entered into 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); as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned. Pursuant to the Anti-Deficiency Acts, nothing in this MOU shall create an obligation on DCPS in anticipation of an appropriation by Congress for such purpose, and DCPS's legal liability for any obligations under this MOU shall not arise or obtain in advance of the lawful availability of appropriated funds for the applicable fiscal year as approved by Congress.

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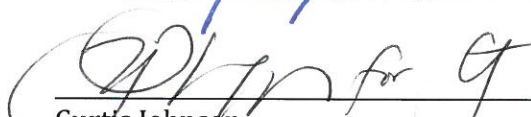
The individuals designated below, by signing this Agreement, so indicate that they possess the necessary authority to bind the Parties to the obligations described herein

**DISTRICT OF COLUMBIA
PUBLIC SCHOOLS**



Amanda Alexander, Ph.D.
Interim Chancellor

Date: 10/22/18



Curtis Johnson
Deputy Chief, Federal Programs & Grants

Date: 10/10/18

**HOWARD COUNTY
PUBLIC SCHOOLS**



Michael J. Martirano, Ed.D.
Superintendent

Date: 10/31/18

Date: _____

Sacred Heart

Last Name	First Name	Grade	Address	City	State	Zip	County	School	Title I
		K	6312 Early Red Ct	Columbia	MD	21045-4490	Howard	Talbot Springs Elementary	Yes

St. Augustine

Last Name	First Name	Grade	Address	City	State	Zip	County	School	Title I
		5	4936 Columbia Road #1	Columbia	MD	21046	Howard	Running Brook Elementary	Yes

Number of Eligible Students	Instructional PPA	PFE PPA
2	\$ 1,640.00	\$ 16.56
Total for Title I Service	\$ 3,280.00	\$ 33.12
Grand Total for Title I Service	\$ 3,313.12	