Nicole

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

1. PURPOSE:

The purpose of this Memorandum of Understanding ("MOU") is to memorialize the framework governing the respective responsibilities and activities between the Office of the State Superintendent of Education ("OSSE") and the District of Columbia Public Charter School Board ("PCSB") associated with OSSE' one-time payment (or "Supplemental Payment") to the PCSB to supplement its capacity to approve, oversee, monitor and close public charter schools. This MOU covers the period from 10/1/13 to 9/30/14.

In support of this MOU, the OSSE shall commit an amount equal to, but not to exceed, eight thousand and 00/000 ($800,000.00) Dollars to PCSB to facilitate this herein described initiative. The areas of responsibility and relationships presented herein provide the concept under which the program shall be executed.

2. SOURCE OF GRANT FUNDING:

The subject funds were appropriated by the United States Congress, through the Omnibus Appropriations Act, 2009 (Pub. L. 111-8), the Scholarships for Opportunity and Results Act (Pub. L. 112-10), and the Continuing Appropriations Act, 2012 (Pub. L. 112-36).

3. BACKGROUND:

While PCSB is the authorizer for public charter schools in DC, OSSE is the State education agency for the District and has the responsibility to ensure effective oversight and compliance for federal funds awarded by OSSE to DC public charter schools. This MOU will outline the responsibilities of the OSSE and PCSB (or "the Parties") as they relate to the Supplemental Payment.

4. DESCRIPTION OF PROJECT:

The Supplemental Payment is designed to help PCSB align its resources with its stated goal of providing appropriate oversight of DC public charter schools. To facilitate this oversight, the Supplemental Payment will assist PCSB's oversight platform in the following areas:

A. Performance Management Framework (PMF)—Continued development, implementation, improvement, and administration;

B. Qualitative Site Reviews (QSR)—Continued development, implementation, improvement, and administration

C. Transcript Reviews (TRs)—Continued implementation, improvement, and administration;

D. Authorizing Instruments—Continued implementation, improvement, and administration of other tools used to evaluate public charter school academic and fiscal performance as well as

compliance with relevant laws, regulations, and charter agreement terms. This includes activities related to the ESEA Waiver as described a separate MOU.

E. Charter School Closures – Implementation of PCSB's school closure procedures including, but not limited to the costs of ensuring all students attending a closing charter school find appropriate public school options for the following school year, transfer of school records, and the costs of overseeing the dissolution of a closing charter school. At least two public charter school closures are anticipated during the SY 2013-14.

5. RESPONSIBILITIES OF THE PARTIES:

A. Pursuant to this MOU, the OSSE agrees to:

1. Ensure funding for the project is distributed on a timely basis in accordance with the terms and conditions set forth in this MOU; and
2. Ensure that PCSB manages the receipt of funds for the purpose of delivering any and all oversight related to District of Columbia public charter schools in accordance with federal and local laws, regulations, and policies.

B. Pursuant to this MOU, PCSB agrees to conform to the following table, which provides the outline of deliverables and expenditures of the Supplemental Payment:

1.	**Performance Management Framework (PMF)**	**Deliverable(s)**	**Due Date**
PCSB will implement the SY 2012-13 performance management framework, including collecting relevant data, performing needed calculations to determine PMF rankings, assembling information in easy-to-use reports, and disseminating this information widely.		The creation and delivery of PCS specific PMF report(s)	1/1/14
PCSB will improve the PMF process, including developing and implementing alternative accountability plans for non-tested grades, exploring alternative PMF frameworks for non-standard schools, expanding the data provided in the PMF reports, and improving the PCSB website for easier access to PMF data		The creation and delivery of Budget and actual financial reports for PMF related reported functions	1/1/14
2.	**Qualitative Site Reviews (QSRs)**	**Deliverable(s)**	**Due Date**
The review team (comprised of PCSB staff and consultants) will assess the extent by which DC public charter schools meet the goals and student academic achievement expectations as set forth in their charters using the Qualitative Site Review Rubric to include targeted review and monitoring of Priority and Focus schools		The creation and delivery of PCS specific QSR report(s)	1/11/14 and ongoing as reports are completed
		The creation and delivery of the budget and actual financial reports for QSR program	1/11/14
3.	**Transcript Reviews**	**Deliverable(s)**	**Due Date**
All twelfth (12th) grade records of DC public charter school students will be reviewed to verify that students are eligible to graduate.		The creation and delivery of PCS specific transcript review reports for all PCS seniors for SY13-14	9/1/14

		The creation and delivery of Budget and actual financial reports for transcript review program	1/1/14
A sampling of ninth grade records of DC public charter school students will be reviewed to determine the percent of students on track to graduate in four years.		The creation and delivery of PCS specific transcript reports for a sampling of PCS 9th graders	9/1/14
		The creation and delivery of Budget and actual financial reports for transcript review program	1/1/14
4.	**FY2013 PCS Audited Financial Statement Review and Financial Dashboard Report**	**Deliverable(s)**	**Due Date**
PCSB will continue its leadership of the PCSB/OSSE/OCFO effort to create the CHARM report, a financial analysis of the PCS at June 30, 2013 (assets, liabilities, income and expenses, a summary of the audit's results, and observations on the financial statements with recommendation for management oversight follow-up).		CHARM report publication	8/1/14
5.	**School Data Collection & Management**	**Deliverable(s)**	**Due Date**
PCSB will collect, manage, and report to OSSE charter school data, especially data related to student discipline, enrollment, and attendance. PCSB and OSSE will also collaborate on the transition from ProActive to SLED as the primary data collection mechanism for student discipline, enrollment, and attendance data.		*Enrollment and demographics feeds SY13-14 attendance, expulsion, and days present/absent by student.	*Daily 6/30/14
6.	**Special Education Monitoring, including Mystery Shopper**	**Deliverable(s)**	**Due Date**
PCSB will conduct monitoring of charter schools' compliance with anti-discrimination laws and affirmative mandates related to specialized education including, among other activities, posing as parents of students with special needs who are seeking enrollment.		School-level determinations of charter school compliance with disability special education requirements Corrective action plans and reports on the final resolution of any findings of non-compliance	09/30/14
7.	**School Closures**	**Deliverable(s)**	**Due Date**
PCSB will work with OSSE to determine costs associated to closure of charter schools. Costs include assisting with funding gap for general operation, payroll, consultants to aid in the closure process, staff resources etc.		Report detailing costs related to closure process for each charter school	09/30/14
8.	**Facilitation of School Takeover**	**Deliverable(s)**	**Due Date**
In the event PCSB identifies a school as likely candidate for closure, PCSB may instead broker a takeover by another school operator. PCSB will work with OSSE to determine costs associated to school takeover.		Report detailing approved costs related to school takeover.	09/30/14

A. Submit to OSSE within thirty (30) calendar days after execution of this MOU, a proposed budget for the activities described Sections 1-6 in the above table of deliverables and expenditures for OSSE's review and approval;

B. Submit to OSSE at least 30 days prior to closure of a charter school a proposed budget for the activities described in Sections 7 and 8 in the above table of deliverables and expenditures for OSSE's review and approval;

C. Respond in a timely and cooperative manner to requests for information by OSSE. PCSB shall provide data related to the performance measures stated in their proposal in conjunction with the reports described in Sections 5 and 9 of this MOU;

D. As part of section 5, engage in good-faith discussions around enhanced data-sharing, including suspension data, as well as creating a road-map and appropriate governance structures for a streamlined data collection and distribution system for school-level and student-level data;

E. Maintain an accurate description of funded and matched expenditures with all accounts tracked by a single accounting system designed to capture financial information according to Generally Accepted Accounting Principles; and

F. Adhere to agreed project monitoring, quarterly reporting and project close-out evaluation in case study format. Each is essential to the overall success of the project and as such, will be monitored to ensure that performance measures maintain close alignment with program objectives to achieve measurable project outcomes. Reporting shall take place in the form of a desktop monitoring of expenditures during the first three (3) months of the grant, an on-site monitoring visit within six (6) months of the project and close-out technical assistance at the close of the funding period, September 30, 2014.

6. DURATION

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

7. FUNDING

A. Funding of services under this MOU shall be contingent upon the District's receipt of identified federal funds from the U.S. Department of Education.

B. The allowable period for expenditures is from October 1, 2013 through September 30, 2014.

C. Funding for services under this MOU shall not exceed the actual costs of the goods or services.

D. The total cost for services under sections 5.B.1 through 5.B.6 of this MOU shall not exceed $400,000 for Fiscal Year 2014.

E. The total cost for services under section 5.B.7 and 5.B.8 of this MOU shall not exceed $200,000.

F. PCSB shall be entitled to receive performance-based incentive funds ("Incentive Funds") that shall not exceed $200,000 at a rate of $60,000 per percentage point increase in charter school proficiency on the District of Columbia Comprehensive Assessment System ("DC CAS") from School Year 2012-13 to School Year 2013-14 in both English language arts/reading and mathematics. Earned incentive funds may be used by PCSB for payment of PCSB administrative costs. Charter schools and campuses that close in SY 2013-14 will not be included in the 2013-14 calculation.

G. In the event of termination of the MOU, payment to PCSB shall be held in abeyance until all required fiscal reconciliation, but not longer than September 30 of the current fiscal year.

8. PAYMENT

A. Payment for all goods and services under this MOU, with the exception of Incentive Funds described in Section 7.F, shall be paid on a reimbursement basis. On a monthly basis, PCSB shall submit to OSSE requests for reimbursement of funds expended, including itemized claims for reimbursement on actual counts taken daily at the point of service by the reimbursement category. Payment of approved expenditures shall be made via purchase order.

B. Payment of Incentive Funds described in Section 7.F shall be made through an Intra-District transfer based on the determination of the amount of incentives earned by PCSB as a result of improved student performance. OSSE shall authorize the payment to be made to PCSB on or before September 30, 2014.

C. 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 dispute arising from services performed under this MOU, the matter shall be referred to the Deputy Mayor for Education. 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.

9. RECORDS AND REPORTS:

A. OSSE will provide the template for the required semi-annual and final reports to the PCSB on January 10, 2014.

B. PCSB shall submit to OSSE quarterly reports according to the following schedule: January 31, 2014, April 30, 2014, July 31, 2014, and October 30, 2014. A final report covering all activities and expenditures for Fiscal Year 2013 shall be provided by November 15, 2014.

C. PCSB 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 OSSE and other officials as may be specified by the District of Columbia at its sole discretion.

10. COMPLIANCE AND MONITORING:

PCSB shall be subject to scheduled monitoring reviews to ensure compliance with all applicable requirements.

11. 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. All personally-identifiable student and parent information shall be protected from inadvertent disclosure as required by the Family Educational Rights and Privacy Act (Pub. L. 90-247, 80 Stat. 783), as codified at 20 U.S.C. § 20-1232g, and its implementing regulations.

12. AMENDMENT, MODIFICATION AND TERMINATION:

This MOU may be amended or modified only by written, mutual agreement of the parties. Either party may terminate this MOU by providing thirty (30) calendar days advance written notice to the other party.

11. NOTICE: The following individuals are the contact persons for each Party under this MOU:

Contact person for PCSB
Scott Pearson
Executive Director
DC Public Charter School Board
3333 14th Street NW, Suite 210
Washington, DC 20010
Direct line: (202) 328-2662
Main line: (202) 328-2660
Fax: (202) 328-2661

Contact person for the OSSE
Faida Fuller
Interim Director Fiscal Operations and Grants Management
Elementary and Secondary Education
810 First Street NE
Washington, DC 20002
Phone 202-727-8488
Fax 202-741-0227

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

13. EFFECTIVE DATE: This MOU shall become effective upon the date of the last approving signature and will remain through the term of this agreement unless terminated by the Parties.

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

Office of the State Superintendent of Education

By: _____
Name: Jesús Aguirre
Title: Acting State Superintendent

DC Public Charter School Board

By: _____
Name: Scott Pearson
Title: Executive Director