



REPLY TO
ATTENTION OF:

DEPARTMENT OF THE ARMY
US ARMY INSTALLATION MANAGEMENT COMMAND
HEADQUARTERS, UNITED STATES ARMY GARRISON, FORT SILL
462 HAMILTON ROAD, SUITE 120
FORT SILL, OKLAHOMA 73503

BOARD APPROVED

AUG 18 2011

LAWTON PUBLIC SCHOOLS

MEMORANDUM OF AGREEMENT (MOA)
BETWEEN
UNITED STATES ARMY GARRISON (USAG) Fort Sill, OK
AND
LAWTON PUBLIC SCHOOL (LPS) INDEPENDENT
SCHOOL DISTRICT NUMBER 8,
COMANCHE COUNTY, OKLAHOMA

SUBJECT: Agreement between Fort Sill and Lawton Public Schools to Provide a Pre-Kindergarten Program on Fort Sill in a Directorate of Family and Morale, Welfare and Recreation (F&MWR) Facility

1. Reference.

- a. OPERATION ORDER 08-001 Army Community Covenant
- b. IMCOM EXORD 08-0009 Army Community Covenant
- c. DoD 4000.19-I, Interservice and Intragovernmental Support, 9 August 1995.

2. Background.

a. The Army Community Covenant initiative is designed to foster and sustain effective State and local community partnerships in improving the quality of life (QOL) for Soldiers and their Families, both at their current duty stations and as they transfer from State to State. The Army Community Covenant is tailored to the local level, with leaders at both local and State levels participating in covenant signing ceremonies recognizing the strength of Army Soldiers, their Families, and the support of the local community.

b. The Region Director expects complete and professional participation as outlined in HQDA EXORD 153-08 and IMCOM EXORD 08-0009. Fort Sill and the Lawton Community signed the local Army Community Covenant on 19 August 2008.

c. One of the initiatives derived from the Army Community Covenant is to provide Pre-Kindergarten (Pre-K) to our Military Families on Fort Sill.

3. Purpose. This Memorandum of Agreement (MOA) between the Lawton Public School (LPS) District and Fort Sill defines the responsibilities of both parties to provide a quality Pre-Kindergarten Program on the Installation.

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4. Responsibilities of USAG, Fort Sill.

a. F&MWR will provide the facility, administrative staff and all other personnel with the exception of the certified teachers and teacher assistants required to run a quality four year old educational program. Prior to the first day of school all LPS staff will receive two hours of staff development training. Policies and procedures specific to an Army Garrison and facility requirements will be covered. The Child, Youth and School Services facilities, including Tincher, Grierson, and Cooper will be open to LPS on all scheduled school days. In the event that the holiday schedule of the District and Fort Sill do not coincide, arrangements will be made between the Director of the Facility and the District's assigned administrator to have the facility available for use by LPS on such days. The director and the administrator will also collaborate to inform parents of the LPS students enrolled in this program that only school services (not wrap around child care), will be available on those days.

b. The Garrison shall not charge tuition for educational services rendered by the teacher or teacher assistants assigned by the District.

c. Both parties agree that no employment relationship exists between USAG, Fort Sill (F&MWR) and the teachers or teachers assistants providing instruction for this program unless contracted for on an individual basis outside of this agreement.

5. Responsibilities of Lawton Public School (LPS).

a. The District agrees to provide the early childhood certified teachers and teacher assistants necessary to provide the instruction for this program. These teachers and teacher assistants will be under contract with the District and will be required to comply with all of the policies of the District. Teachers and teacher assistants shall be entitled to all holidays, breaks, vacations and other release times as granted by the LPS calendar. Teachers and teacher assistants shall not be required to work any additional time outside of the calendar requirements of their District contracts. Teachers and teacher assistants may enter into an individual contractual agreement with F&MWR for additional employment compensation but are under no obligation to do so in order to maintain their employment in the program between the District and F&MWR. These individual agreements shall not obligate the District to pay any salary or costs related to such agreements.

b. Both parties agree that the services to be provided to the students enrolled in this program shall meet the requirements of the Oklahoma State Department of Education.

c. F&MWR shall not charge tuition for educational services rendered by the teacher or teacher assistants assigned by the District, nor incur any expense as a result of this program.

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d. The District will make every reasonable effort to provide a substitute to cover classes during the absence of a teacher assigned to F&MWR and will assign substitutes, when available, in the same manner as substitutes are assigned in the District's schools. The teacher and teacher assistants assigned to F&MWR shall be paid solely by the District. Compensation, including wages and fringe benefits, shall be provided to teachers assigned to F&MWR at a rate determined by the District.

e. Teachers and teacher assistants supplied by the District shall be evaluated by a District administrator. The evaluation process shall include the input of the assigned representative of F&MWR. In particular, the assigned representative of F&MWR shall provide the designee of the District with information regarding the teacher's and teacher assistant's compliance with F&MWR regulations.

f. For the purpose of this contract, the term "disciplinary action" includes admonishment, suspension, reassignment, dismissal, non-reemployment or the initiation of any process or proceeding required by law to accomplish these actions.

g. Should F&MWR find any District employee to have acted in a manner which (1) may constitute grounds for dismissal or non-reemployment of teachers pursuant to 70 O.S. §6-101, et seq., or (2) indicates an unwillingness or inability to cooperate in achieving institutional program objectives, as provided in this contract, F&MWR shall promptly report the acts in writing to the District. The District shall investigate such reports and shall take any disciplinary action it deems warranted by its findings. The District shall then report to F&MWR, in writing, its findings, actions and reasons for the specific action (or non action) taken. F&MWR hereby recognizes the District's responsibility to comply with all applicable laws and regulations regarding said disciplinary actions and shall assist the District in such efforts as necessary and requested by the District.

h. District and F&MWR staff will meet every other month to review the progress of the program being operated pursuant to this agreement. Both parties will prepare an evaluation in May of each year this agreement is in effect. At any of these meetings either party may request that a program improvement plan be developed and implemented. The administrative staff of both parties must agree that a program improvement plan is needed and that the proposed plan is acceptable before the plan is put into effect.

i. District agrees to pay F&MWR \$300 per child for each child properly enrolled in the District and being served by the F&MWR four year old program on the first school day in October. If the program is less than a full day program, the payment shall be proportionately reduced. The F&MWR program will only conduct classes if 15 students are enrolled but no more than 20 students in each class on the aforementioned date.

j. The District agrees to pay all school supplies.

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k. This agreement shall continue from year to year until either party elects to terminate by giving written notice to the other party on or before July 15 of the then current year that they are terminating the agreement for the upcoming school year.

l. F&MWR shall carry general liability insurance and errors and omissions insurance in minimum limits of ONE MILLION DOLLARS (\$1,000,000.00). LPS shall also carry general liability insurance in the amount of ONE HUNDRED TWENTY FIVE THOUSAND DOLLARS (\$125,000.00) per person and ONE MILLION DOLLARS (\$1,000,000.00) aggregate and errors and omissions insurance with minimum limits of ONE MILLION DOLLARS (\$1,000,000.00).

m. LPS and USAG agree to indemnify and hold the other harmless from any claims or actions brought against either party by reason of the acts or actions of the indemnifying party or its employees, including costs and attorney fees incurred in defending such claim or action. This indemnification extends to and includes any action brought by an employee of one party to this agreement against the other party to this agreement.

n. No provision of this agreement shall be interpreted to require the payment or obligation of funds in violation of the Anti-Deficiency Act, 31 USC 1341.

6. Points of Contact (POCs).

a. USAG, Fort Sill.

(1) Technical POC. Ms. Arlieen V. Montero, CY5 Services Coordinator, 4700 Mow-Way Road, Fort Sill, OK 73503-9019, (580) 442-5197, fax 442-7827, email: arlieen.v.montero.naf@mail.mj.

(2) MOA POC. Ms. Winona Morris, Garrison Support Agreements Manager (SAM), Manpower and Agreements Division, Resource Management Office (RMO), 909 NW Hamilton Road, Suite 112, Fort Sill, OK 73503-9004, (580) 442-3560 [Bldg 467], fax ext. 7978, e-mail: winona.morris@conus.army.mil or Mr. Joe Ragsdale, Agreements Analyst, (580) 442-5803, joe.ragsdale@conus.army.mil.

b. Lawton Public Schools.

(1) Barry Beauchamp, Superintendent Lawton Public Schools, (580) 442-3251.

(2) Current, President Lawton Board of Education, (580) 357-6900.

(3) Ms Diane Branstetter, Director of Business Operations, (580) 357-6900.

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7. Effective Date. Date of the last signature below.



COL PAUL S. HOSSENLOPP
Colonel, FA
Garrison Commander
8/18/11

Date



ERIC SHARUM
President
Lawton Board of Education
8/18/11

Date