



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

REPLY TO
ATTENTION OF:

**MEMORANDUM OF AGREEMENT
BETWEEN
UNITED STATES ARMY GARRISON (USAG) FORT SILL
AND
OKLAHOMA VIRTUAL CHARTER ACADEMY (OVCA)**

SUBJECT: Child, Youth and School (CYS) Services Partnership with OVCA.

1. References:

- a. DOD 5500.7-R, Joint Ethics Regulation, 29 November 2007.
- b. DOD 4000.19-I, Interservice and Intragovernmental Support, 9 August 1995.
- c. AR 215-1, Military Morale, Welfare, and Recreation Programs and Nonappropriated Fund Instrumentalities.
- d. AR 608-10, Child Development Services.

2. Purpose. This Memorandum of Agreement (MOA) between the Oklahoma Virtual Charter Academy and USAG Directorate of Family and Morale, Welfare and Recreation (DFMWR) defines the responsibilities of both parties to provide a quality K12 Program on the Installation. This is not an exclusive partnership with OVCA. USAG is willing to provide the same support to comparable non-Federal entities.

3. Background. OVCA is a public school program of Nicoma Park, Oklahoma, Choctaw-Nicoma Park School District and is, therefore a part of the Oklahoma public school system. This Charter School uses the learning program developed by K12 – the national leader in K12 online learning and it is widely recognized as the best in its class. Lessons are delivered via an online school and come with a rich mix of printed and hands-on materials. Lessons and project materials are sent to families to be completed in the home by students with their parents assistance and supervision. An OVCA instructor will come on USAG to hold a family support group once or twice a week.

4. Scope. To agree on a partnership with OVCA to house their family support group two days a week at the Fort Sill Youth Center for eligible CYS services patrons.

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5. Responsibilities .

a. USAG, Directorate of Family, Morale, Welfare and Recreation (DFMWR) will:

1) Provide the facility for one hour of physical education to the students on Tuesday and Thursday. USAG will not provide laptops; however, students will be permitted to use their own laptops in designated areas. Policies and procedures specific to an Army Garrison and facility requirements will be covered. The Child, Youth and School Services Youth Center will be open on all scheduled school days. In the event that the facility is closed due to weather, holidays, etc., on a day that OVCA is scheduled to be in attendance, arrangements will not be made between the DFMWR and the District's assigned administrator to have the facility available.

2) Not charge tuition for educational services rendered by the teacher or teacher assistants assigned by the OVCA, nor incur any expense as a result of this program.

3) Promptly report the acts in writing to the OVCA should USAG find any OVCA 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. The OVCA shall investigate such reports and shall take any disciplinary action it deems warranted by its findings. The OVCA shall then report to DFMWR, in writing, its findings, actions and reasons for the specific action (or non action) taken. DFMWR hereby recognizes the OVCA's responsibility to comply with all applicable laws and regulations regarding said disciplinary actions and shall assist the OVCA in such efforts as necessary and requested by the OVCA.

4) Carry general liability insurance and errors and omissions insurance in minimum limits of ONE MILLION DOLLARS (\$1,000,000.00).

b. OVCA will:

1) Agree to provide the certified teachers and teacher assistants necessary to provide the instructional support for this program. The teacher and teacher assistants will be under contract with the OVCA and will be required to comply with all of the policies of the OVCA. Teacher and teacher assistants shall be entitled to all holidays, breaks, vacations and other release times as granted by the OVCA calendar. Teacher and teacher assistants shall not be required to work any additional time outside of the calendar requirements of their OVCA contracts. Employment and labor issues and claims related to OVCA employees will be the exclusive responsibility of OVCA.

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Teacher and teacher assistant may enter into an individual contractual agreement with DFMWR for additional employment compensation, but are under no obligation to do so in order to maintain their employment in the program between the OVCA and DFMWR. These individual agreements shall not obligate the OVCA to pay any salary or costs related to such agreements.

2) Compensate OVCA instructors with wages and fringe benefits at rates determined by OVCA.

3) Evaluate all teachers and teacher assistants by an OVCA administrator. The evaluation process shall include the input of the assigned representative of USAG. In particular, the assigned representative of USAG shall provide the designee of the OVCA with information regarding the teachers and teacher assistant's compliance with USAG regulations.

4) Administer all "disciplinary action" which includes admonishment, suspension, reassignment, dismissal, non-reemployment or the initiation of any process or proceeding required by law to accomplish these actions.

5) Provide instruction materials free of charge to families who supply internet access and some consumables. Provide lessons and project materials

6) Shall also carry general liability insurance in the amount of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) 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).

7. Agreements and Understandings of All Parties.

a. 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 and CYS Services.

b. This document survives the departure or position change of any of the signatories.

c. It remains in effect until canceled by mutual agreement or until canceled by 90 days advance written notice to the other party.

d. It shall be reviewed at least every three years and may be amended upon mutual consent of all parties.

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e. Each party shall provide sufficient advance notice in writing to the other prior to changing, reducing, or terminating this agreement and/or any aspect of support provided.

f. Each party shall waive all claims against the other for compensation of any loss, damage, injury, or death occurring as a consequence of the performance of this agreement.

g. 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.

h. OVCA and DFMWR 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 during the month of May, 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. Both parties agree that no employment relationship exists between USAG, Fort Sill (F&MWR) and the teachers or teachers' assistants providing instructional support for this program unless contracted for on an individual basis outside of this agreement.

8. Points of Contact (POCs).

a. GARRISON.

(1) DFMWR POC. Brooke Wilson, (580) 442-5959, brooke.r.wilson.naf@mail.mil.

(2) MOA POC. Ms. Winona Morris, Garrison Support Agreements Manager (SAM), Manpower and Agreements Division, Resource Management Office (RMO), 462 Hamilton Road, Suite 120, Fort Sill, OK 73503, (580) 442-3560 [Bldg 467], fax ext. 7978, e-mail: winona.f.morris.civ@mail.mil.

b. OVCA POC. Mr. Richard Mansheim, Head of School Oklahoma Virtual Charter Academy, (703) 943-0450.

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9. **Effective Date.** Date of the last signature.



RICHARD MANSHEIM
Head of School
Oklahoma Virtual Charter Academy

11-9-12

(Date)



PAUL S. HOSSENLOPP
Colonel, FA
Garrison Commander

11-27-12

(Date)