

MEMORANDUM OF UNDERSTANDING (MOU)

Between

City of Columbus (City)

and

Columbus City Schools (District)

For use of City of Columbus Cares Act Funding to support Virtual Education in the 2020-2021 school year and beyond

This is an agreement between the City of Columbus hereinafter referred to as the City and the Columbus City Schools, hereinafter referred to as the District.

I. PURPOSE & SCOPE

This Memorandum of Understanding (MOU) sets forth the terms and understanding between the City and the District in which the City will provide to the District \$7,150,000 in federal CARES Act funding for the purchase of 20,000 student computers (Chromebooks) as part District's educational technology and virtual learning plan described below.

II. BACKGROUND

K-12 public education statewide and at CCS is in the midst of a teaching and learning paradigm shift that began before the Covid-19 pandemic. This shift expanded the traditional notion of the public classroom to an extended, or blended learning approach where a student's education is augmented with rich K-12 content outside of the classroom.

The Covid-19 pandemic rapidly changed and reinforced the need to move to a virtual and blended learning approach to public education. In the 2019-2020 school year, primary and secondary classrooms statewide were closed by executive order of the Governor due to Covid-19.

While the 2020-2021 school year plans are still uncertain due to the ever-changing nature of Covid-19 locally, what is clear is that the 2020-2021 school year will continue to require various aspects of remote or blended learning for all K-12 students in Ohio, including CCS students.

The District's re-opening plan for the 2020-2021 school year includes various learning options or frameworks, for students and their parents to choose from including the CCS Digital Academy, Blending Learning and a combination of the CCS Digital Academy and Blended Learning.

In all three models, access to digital learning tools, connectivity to the Internet, K-12 lesson plans and learning content as wells as on-going teacher and student technology training and support are vital to programmatic and learning outcomes for the district and students.

Given the potential for investments in devices, connectivity, curriculum and teacher professional development, the District will need to prioritize portions of its overall budget on remote education moving forward, especially for the 2020-2021 school year. This reprioritization includes ensuring that each student will have access to a student learning device (Chromebooks), the ability to connect to the Internet with a parent-provided Internet connection or district provided connection for those without connectivity, access to on-line learning content, and on-going technical training and support.

As part of its educational technology plan, and utilizing the district's Cares Act funding in FY2021, as part of the District's annual budgeting process, the District has identified following budgetary resources:

1. Digital Services	\$4,603,176
2. Software	\$4,212,342
3. Technical Equipment	\$3,377,592
4. Total	\$12,193,110

Additional items necessary for the District to implement its educational technology program include the following additional resources which are vital to the District's educational technology and return to school plan:

5. Staff laptops	\$2,130,000
6. Student Chromebooks (20,000)	\$7,150,000
7. Internet Hot Spots	\$772,320
8. Total	\$10,052,320

Given the above, and

WHEREAS, due to the COVID-19 Pandemic, all Columbus City Schools high school students will be learning virtually during the 2020-2021 school year; and

WHEREAS, for the same reason, Columbus City Schools students in grades prekindergarten to eighth will engage in blended learning; engaging in virtual instruction for three days per week; and

WHEREAS, it is important to the District Superintendent and the Columbus Board of Education, and crucial to the success of District students, that they acquire 1:1 computing capability; and

WHEREAS, a recent device audit demonstrated that the District did not have enough devices to realize this important goal and the purchase of 20,000 would be necessary to provide a device for all of the District's students; and

WHEREAS, the District estimates that \$7,150,000 would be needed to purchase the required number of devices to achieve a 1:1 computing capability; and

WHEREAS, the Mayor and Superintendent share a vision that all students should have the tools and resources that they need to succeed; and,

WHEREAS, the City has available federal CARES Act funding that can be used to assist the District with this initiative

NOW, THEREFORE, BE IT RESOLVED that the City and District enter into this MOU in which the City will provide \$7,150,000 in federal CARES Act funding to the District, under certain conditions, so that the District may acquire the learning devices needed for their students and to achieve the goal of providing a remote learning device for all students as part of the District's 1:1 computing program.

III. RESPONSIBILITIES UNDER THIS MOU for the District

The District's role in this MOU shall include the following activities among others:

1. The District shall continue to implement its educational technology program, with the goal of enabling the remote education frameworks for the 2020-2021 school year and beyond;
2. The district will work to ensure that all students have access and are assigned a student Chromebook, access to parent or district-provided Internet connectivity if necessary, access to

appropriate learning content in the form of a digital curriculum, lesson plans and learning tools, and educational technology support for students and teachers;

3. The District will share with the City on an on-going basis their progress in their remote learning program, including changes to program plans, implementation, and progress;
4. At the City's request, the District will work with the City to communicate to the City and citizens of Columbus, the District's on-going progress of its educational technology program; such communication may include development and distribution of printed communication, virtual presentations or in-person events with or without City staff;
5. The District will maintain adequate financial, inventory and procurement records of the purchases of goods and services purchased with City of Columbus provided Cares Act funds, and shall submit those records to the City on an as needed and indefinite basis at the City's request;
6. The District shall spend all Cares Acts funds received from the City in a manner that complies with Federal Cares Act funding and usage requirements;
7. At the City's request, the District shall provide staff resources to participate and provide any requested information of the City, the U.S. government, the State of Ohio, or any third-party auditor appointed by the City, State for Federal government responsible for auditing the City's use of Cares Act Funding.
8. The City's expectation of purchase of student computers (aka Chromebooks) shall be that absent normal "wear and tear" or "accidental damage" that they have a planned useful live of five (5) calendar years.
9. The District shall designate a point of contact for managing this MOU and shall also provide a contact for financial transfers with the City. The District shall also designate the manner in which reimbursement under this MOU shall be suit the District, including appropriate bank transfer information.

a. District MOU Point of Contact

- i. Name:
- ii. Department:
- iii. Title:
- iv. Address:
- v. City/ST:
- vi. Zip Code:
- vii. Telephone:
- viii. Email Address:

b. District Financial Contact

- i. Name:
- ii. Department:
- iii. Title:

- iv. Address:
- v. City/ST:
- vi. Zip Code:
- vii. Telephone:
- viii. Email Address:

IV. RESPONSIBILITIES UNDER THIS MOU for the City

The City's role in this MOU shall include the following activities among others:

1. The City shall provide Cares Act funding in the amount of seven-million, one-hundred fifty-thousand dollars (\$7,150,000) to support the purchase of student learning devices, also known as Chromebooks for twenty-thousand (20,000) student devices. Said devices shall include the requested hardware, software and warranty support from the original equipment manufacturer to provide a useful life absent any accidental or purposeful damage of five years.
 - a. The City will legislate an ordinance authorizing the City to reimburse the District for Cares Act purchases by the District for single or multiple reimbursement requests. This MOU shall not be authorized until it is passed by Columbus City Council and signed by the Mayor;
 - b. Said transfer shall be initiated by the District's treasurer, by submitting a request for reimbursement which includes copies of the District's purchase order, documentation of delivery and receipt of the items and invoice details in the amounts requested for reimbursement, to the City's Financial Contact for this MOU:
 - i. City Financial Contact:
 1. Name: Joseph Lombardi
 2. Department: Director of Finance and Management
 3. Title: Director
 4. Address: 90 W. Broad Street, 4th Floor
 5. City/ST: Columbus, Ohio
 6. Zip Code:43215
 7. Telephone: 614-645-6290
 8. Email Address: jalombardi@columbus.gov
 - c. Upon receipt of a valid purchase order and other documentation stated in Section IV 1 (b), the City's Finance Director shall submit for processing a transfer of funds equal to the request for reimbursement order amount; and shall initiate a transfer to the District's treasury by check, automated check disbursement (ACD) or wire transfer to the Districts' treasury.

The remedies provided for in this MOU shall not be exclusive but are in addition to all other remedies available under the law.

Each party shall be liable for any damage, cost, or liability, resulting from a claim against it, by third parties for any or all injuries to persons or damage to property arising from intentional, willful or negligent acts or omissions of that party, its officers, employees, agents, or Subcontractors.

This MOU may not be assigned or otherwise transferred to others by the District without the prior written consent of the City.

VI. EFFECTIVE DATE AND SIGNATURE

This MOU shall be in effect upon the signature of the signatories below and shall remain in effect until the conclusion of the 2024-2025 school year.

Signatures and dates

_____ Date: _____
The Honorable Andrew J. Ginther
Mayor, City of Columbus

_____ Date: _____
Dr. Talisa Dixon
Superintendent, Columbus City Schools

Discussion Draft