

MEMORANDUM OF UNDERSTANDING
Between
UNITED STATES DEPARTMENT OF EDUCATION
And
THE UNITED STATES MARSHALS SERVICE

I. PARTIES

This Memorandum of Understanding (MOU) sets forth the understanding of the obligations and goals of the United States Department of Education (ED) and the United States Marshals Service (USMS) relating to protective services for the Secretary of Education, Elisabeth Prince "Betsy" DeVos (Secretary of Education).

II. PURPOSE

The purpose of this MOU is to define the roles, responsibilities and actions necessary to secure and protect the Secretary of Education under this MOU and the fiscal year Reimbursable Agreement (RA).

III. AUTHORITY

For USMS:

1. 28 USC 561(b).
2. USMS Directive 10.14, Protection Details.
3. Attorney General Order dated February 14, 2017, Authorizing the Director, United States Marshals Service, to Coordinate, Assess, and Provide Appropriate Protective measures for the Secretary of Education.

For ED:

1. 20 USC 3475.

IV. FUNDING AND REIMBURSEMENT

Funds transferred to the USMS by ED will be utilized for the sole purpose of the protective services provided to the Secretary of Education and will include, but not be limited to, the following:

1. Salaries and benefits for assigned Inspectors and Intelligence Research Specialists, including reasonable and necessary overtime pay.
2. Reasonable and necessary travel costs for Temporary Duty personnel.
3. One leased and equipped limousine used for the transportation and security of the Secretary of Education.

4. Purchase, use, maintenance, and fuel for one vehicle for each Inspector assigned to the protective detail.
5. Training, and associated travel costs, specifically related to dignitary protection.
6. Necessary law enforcement equipment for operational use.
7. Other ancillary costs as identified, documented by USMS, and mutually agreed upon in advance by ED and the USMS.

The RA accompanying this MOU identifies the cost of the services to be provided. All expenses incurred by USMS related to this agreement must be reasonable, necessary, mission related, and documented.

Funding for the following items will be paid for directly by ED:

1. All travel and per diem expenses for permanent security detail members related to the protective mission will be paid for by ED.
2. ED will provide on-site parking spaces for the USMS vehicles.
3. Appropriate office space and furnishings will be provided by ED.
4. Other ancillary costs as identified, documented by USMS, and mutually agreed upon in advance by ED and the USMS.

V. USMS PROTECTIVE SERVICES PROVIDED

1. The protective services provided will continue upon the execution of this MOU and the effective transfer of funds as stipulated in the accompanying RA, as well as future fiscal year RAs. The number of reimbursable positions and other costs identified in the RAs are based on USMS protective service requirements, experience and methodology, in addition to USMS operational requirements at the ED. At least each fiscal year, hereafter, reimbursable staffing levels may be subject to adjustment as agreed upon by the USMS and ED. Permanent security detail members are not ED employees and at all times during the term of this MOU will be employees of USMS and be under the supervision of USMS.
2. Personal Security briefing, including occasional threat-based briefings, will be provided by USMS Chief Inspector or designee assigned to ED. Initial briefing on USMS protective services will include, but not be limited to, USMS protective service policy 10.3 and 28 USC 566(e) (1) (A). Initial briefing will be provided to Secretary, immediate family, and ED Director of Security. The Secretary and immediate family will be given a copy of USMS Publication #94 (Offsite Security Handbook).
3. Protective services will be provided 24/7 for the Secretary of Education.
4. The USMS will monitor and mitigate threats against the Secretary. This includes access to, and use of, the USMS Office of Protective Intelligence, Threat Management Center, and other protective investigations resources as required. The USMS Detail Chief Inspector will meet regularly with ED Director of Security to discuss security services and threat management.

5. At any time threat-based circumstances exist, additional personnel may be added to the protective detail as agreed upon by ED Secretary's Chief of Staff and Director of Security or his designee and USMS.
6. USMS technical protective support (Tactical Operations Division – Office of Strategic Technology) will be provided as agreed upon by the Chief Inspector, ED Secretary's Chief of Staff, and Director of Security or his designee.

VI. DURATION OF AGREEMENT AND ADMINISTRATION

This MOU will be effective on February 14, 2017. This MOU shall remain in effect for four years, subject to the availability of funds. This MOU may be modified by the mutual, written consent of both parties. This MOU may be terminated by either party at any time; however, terminating party must provide written notice to the other party at least 2 months (60 days) in advance of the effective date of the termination. It is further established that the terms and conditions stipulated herein are subject to modification, upon written notice, by the parties as they may mutually agree. Upon termination of this agreement, all USMS records as they relate to the security detail, are proprietary and will remain the property of the USMS. Specific information contained in USMS records will be disclosed and provided to appropriate party upon any Congressional inquiry in accordance with USMS policy.

The fiscal year RA amount will be binding for any specific fiscal year and may be adjusted by USMS or ED to account for increase or decrease, as deemed reasonable by both parties and subject to the availability of funds. A projected fiscal year cost will accompany the RA. Each RA will be signed and returned expeditiously so that neither agency falls into a non-compliant situation.

VII. APPROVALS

The parties have entered into this Memorandum of Understanding by signatures of their authorized representatives.

(b)(6)

William D. Snelson
Associate Director for Operations
U.S. Marshals Service

03/28/17
Date

(b)(6)

Linda Stracke
Director, Executive Management Staff
Office of the Secretary
U.S. Department of Education

03/28/17
Date