



Request for Superintendent's Signature

MOU's must be reviewed and signed off (below) by ⁽¹⁾ your division's Assistant Superintendent, ⁽²⁾ General Counsel, ⁽³⁾ the Chief Operating Officer and ⁽⁴⁾ the Chief Financial Officer PRIOR TO submitting to the Front Office. All other documents including TRAVEL must be reviewed and signed off (below) by ⁽¹⁾ your Manager/Director ⁽²⁾ your division's Assistant Superintendent, ⁽³⁾ the Chief Financial Officer and ⁽⁴⁾ the Chief Operating Officer PRIOR TO submitting to the Front Office. NO STAMPS OR ELECTRONIC SIGNATURES PLEASE.

Date Submitted to Front Office:

Prepared By: Dr. Tony Johnson

Division: Postsecondary and Career Education

Point of Contact (Including Phone Number): Dr. Tony Johnson – 727-8576

Subject: Methods of Agreement (MOA)

Requested Return Date:

Please allow a minimum of 3-5 business days for review and approval.

Background/Purpose of Document Including Cost and Funding Source:

This request for the Superintendent's signature for the approval of an addendum to the PCSB Memorandum of Agreement between OSSE and PCSB to implement a data-sharing, monitoring, and information system use agreement regarding Hospitality High School of Washington, D.C.

	Signature	Date
Manager/Director		8/10/15
Assistant Superintendent		8/17/15
General Counsel (Legal) <i>(legal docs only e.g. MOU's)</i>		8/19/15
COO		8/19/15
CFO		
COS		

**FIRST AMENDMENT TO THE NOVEMBER 2014 MEMORANDUM OF AGREEMENT BETWEEN
THE DISTRICT OF COLUMBIA OFFICE OF THE STATE SUPERINTENDENT OF EDUCATION AND
PUBLIC CHARTER SCHOOL BOARD TO IMPLEMENT A DATA-SHARING, MONITORING, AND
INFORMATION SYSTEM USE AGREEMENT REGARDING
HOSPITALITY HIGH SCHOOL OF WASHINGTON, D.C.**

This first amendment (the "Amendment") is entered into by and between the District Of Columbia Office of the State Superintendent of Education ("OSSE") and the D.C. Public Charter School Board ("PCSB"; collectively, the "Parties"). It is effective as of the date it is fully executed.

WHEREAS, on or about November 17, 2014, the Parties entered into a Memorandum of Agreement (the "MOA"), wherein they agreed, among other things, to share data, monitoring obligations, and information regarding the operation and closure of Hospitality High School of Washington, D.C. (the "School"), pursuant to D.C. Official Code § 1-301.01(k) and Mayor's Order 2014-196, dated August 12, 2014.

In consideration of the mutual covenants, representations, warranties, provisions, and agreements contained herein, the Parties agree as follows.

SECTION 1. AMENDMENT

1.1 Section III(A) shall be amended by adding a new Subsection, Subsection 10, which states:

10. Maintain files of students who attended the School in the same manner that it maintains the files of students who attended other public charter schools that have closed, after receipt of these files in electronic or paper form from the Washington Hospitality Foundation.

1.2 Section III(B) shall be amended by adding two new subsections, Subsections 4 and 5, which state:

4. Maintain financial records of the School.
5. Ensure that the Washington Hospitality Foundation maintains employment records and files of those employed by the School.

SECTION 2. EFFECT OF AMENDMENT ON MOA

2.1 Reservation of Rights. The Parties reserve their rights under the MOA. The execution of this Amendment shall not, except as expressly provided in this Amendment, operate as a waiver of any right, power or remedy of any party under the MOA, or constitute a waiver of any other provision of the MOA, other than the provision(s) specified in Section 1 of this Amendment.

2.2 Continuing Effectiveness. Except as expressly provided in this Amendment, all of the terms and conditions of the MOA remain in full effect.

2.3 Representations and Warranties. The Parties represent and warrant that this Amendment has been duly authorized and executed, and this constitutes their legal, valid and binding obligations.

2.4 Counterparts and Electronic Signature. This Amendment may be signed by the Parties in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document. Electronic signatures by either of the parties shall have the same effect as original signatures.

2.5 Severability. In case any provision in or obligation under this Amendment shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions or obligations in this Amendment or in the MOA shall not in any way be affected or impaired thereby.

2.6 No Third Party Beneficiary. Nothing in this Amendment expressed or implied shall be construed to give any Person other than the Parties any legal or equitable rights under this Amendment. "Person" shall mean and include natural persons, corporations, limited liability companies, limited liability associations, companies, trusts, banks, trust companies, land trusts, business trusts, or other organizations, whether or not legal entities, governments, and agencies, or other administrative or regulatory bodies thereof.

2.7 Waiver. No waiver of any breach of this Amendment or the MOA shall be held as a waiver of any other subsequent breach.

2.8 Construction. This Amendment shall be construed fairly as to both Parties and not in favor of or against either Party, regardless of which Party drafted the underlying document.

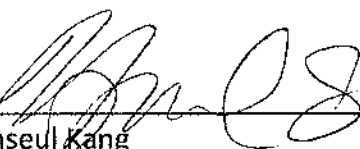
2.9 Notices. Any notice or other communication required or permitted to be given shall be in writing and shall be deemed to have been given when (i) sent by email, provided that a copy also is mailed by certified or registered mail, postage prepaid, return receipt requested; ~~(ii) delivered by hand (with written confirmation of receipt); or (iii) received by the addressee,~~ if sent by a nationally recognized overnight delivery service (receipt requested) or certified or registered mail, postage prepaid, return receipt requested, in each case to the appropriate addresses set forth below (until notice of a change of address is delivered) shall be as follows:

If to OSSE:
Office of the State Superintendent of
Education
810 First Street, NE, 2nd Floor
Washington, DC 20002
Attention: Dr. Tony D. Johnson, Career and
Technical Education, State Director
Email: tony.johnson@dc.gov
Telephone: 202.727.8576

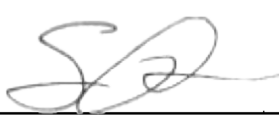
If to PCSB:
District of Columbia Public Charter School
Board
3333 14th St., NW; Suite 210
Washington, D.C. 20010
Attention: Scott Pearson, Executive Director
Email: spearson@dcpcsb.org
Telephone: (202) 328-2660

IN WITNESS WHEREOF, the Parties have caused this Amendment to be duly executed and delivered by their respective authorized officers as evidenced by the signatures below:

**Office of the State Superintendent of
Education**

By: 
Hanseul Kang
Superintendent
Date: 8/26/15

**DISTRICT OF COLUMBIA
PUBLIC CHARTER SCHOOL BOARD**

By: 
Scott Pearson
Executive Director
Date: 9/4/2015