

**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.**

I. RECITALS.

WHEREAS, OSSE is responsible for state-level functions pursuant to Sections 3(b)(11) and (15) of the State Education Office Establishment Act of 2000, as amended, effective October 21, 2000 (D.C. Law 13-176; D.C. Official Code §§ 38-2602(b)(11), (15)); and

WHEREAS, PCSB is the eligible chartering authority currently approved by the D.C. Council to grant a charter to a public charter school in the District of Columbia and employs a variety of accountability, oversight, and monitoring services and systems to evaluate charter schools; and

WHEREAS, Hospitality High School of Washington, D.C. (the "School") was a public charter school under PCSB oversight and, in lieu of participating in its 15-year renewal process, the School voluntarily surrendered its charter; and

WHEREAS, OSSE is currently responsible for the oversight of the operation and management of the School pursuant to Mayor's Order 2014-196, dated August 12, 2014; and

WHEREAS, during the time that the School was a public charter school, PCSB utilized data collection, monitoring, and information systems to evaluate the operation of the School and its compliance with all applicable laws, regulations, and PCSB standards; and

WHEREAS, although no longer having any official monitoring responsibilities or accountability oversight for the School, PCSB is willing and able to assist OSSE at no cost with these activities by providing OSSE with access to certain of its data systems and by providing certain monitoring services to OSSE (collectively, and as more fully described herein below, the "Services") so that the monitoring and oversight of the School continues during the time that OSSE is managing the School operations; and

WHEREAS, OSSE acknowledges that PCSB is entering into this Memorandum of Agreement ("MOA") for the sole purpose of providing the Services to OSSE and because PCSB has the capacity and historical knowledge to assist OSSE, but that the provision of the Services in no way obligates PCSB to legal oversight of the School as the School is no longer a charter school; and

WHEREAS, the Parties enter into this Memorandum of Agreement ("MOA") with the understanding that any sharing of data shall be consistent with the provisions of the Family Educational Rights and Privacy Act [Pub. L. 90-247, 80 Stat. 783 (Jan. 2, 1968), as codified at 20 U.S.C. § 20-1232g], and the