

**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

U.S. Department of Education's implementing regulations [34 C.F.R. § 99 et seq.] (hereinafter "FERPA").

NOW, THEREFORE, in accordance with the above Recitals and in consideration of the promises and mutual covenants set forth herein, the Parties agree as follows:

II. **[Intentionally omitted].**

III. **RESPONSIBILITIES OF THE PARTIES.** Pursuant to the applicable authorities and in the furtherance of the shared goals of the Parties to carry out the purposes of this MOA expeditiously and economically, the Parties do hereby agree:

A. RESPONSIBILITIES OF PCSB. PCSB shall provide the following Services to OSSE in connection with the School in accordance with PCSB's accountability and monitoring standards for charter school oversight:

1. Prepare and provide to OSSE an FAR (financial score card); provided that PCSB shall not be required to otherwise publish this information.
2. Provide quarterly financial oversight of the School and submit relevant information and/or concerns to OSSE; provided that PCSB shall not have any obligation to act on the information provided.
3. Field and forward parent and School complaints directly to OSSE's designated point of contact.
4. Conduct 9th and 12th grade transcript reviews and provide all review information to OSSE; provided that PCSB shall not be required to otherwise publish this information nor have any obligation to act on the information provided.
5. Provide OSSE personnel with access to existing PCSB compliance, data and information collection systems, including Proactive and Epicenter, and arrange for applicable password access as necessary; provided, however, that such access shall be limited to School information only.
6. Provide such other services as are mutually agreed to by the parties in writing, which additional services shall be herein incorporated.
7. Provide a current point of contact to OSSE for purposes of coordinating the Services.
8. Reasonably cooperate with OSSE to ensure the winding down and closure of the School at the appropriate time pursuant to applicable D.C. laws and regulations.
9. Reasonably cooperate with OSSE to execute such additional documentation as the Parties believe may be necessary to comply with FERPA or otherwise fulfill the purpose of this MOA.

B. RESPONSIBILITIES OF OSSE. OSSE shall:

1. Provide a current point of contact to PCSB for purposes of coordinating the Services.
 2. Reasonably cooperate with PCSB to ensure the winding down and closure of the School at the appropriate time pursuant to applicable D.C. laws and regulations.
 3. Reasonably cooperate with PCSB to execute such additional documentation as the Parties believe may be necessary to comply with FERPA or otherwise fulfill the purpose of this MOA.
- IV. **DURATION OF MOA.** This MOA shall be effective as of the date on which both Parties' representatives have executed the Agreement and shall continue until terminated by either Party.
- V. **AUTHORITY FOR AGREEMENT.** The Parties are authorized to enter into this MOA pursuant to D.C. Official Code § 1-301.01(k). Authority is also found in Mayor's Order 2014-196, dated August 12, 2014.
- VI. **FUNDING PROVISIONS.** There shall be no cost for the activities described in this MOA.
- VII. **CONFIDENTIAL INFORMATION.** The Parties to this MOA will use, restrict, safeguard and dispose of all information related to services provided by this MOA, in accordance with all relevant federal and local statutes, regulations, policies. Pursuant to FERPA, OSSE, as the State Education Agency (SEA) for the District of Columbia, and PCSB, as the authorizer for all DC charter schools, are authorized to receive educational records containing personally-identifiable information about students and parents.
- VIII. **FERPA.** The Parties agree that the confidential data pertaining to students currently attending the School to be shared by and with each party is needed for compliance with Federal requirements related to state-supported educational programs. Both Parties understand that this Agreement does not convey ownership of student data to either entity. Further, the Parties agree:
1. That each party is designated the authorized representative of the other party solely for the purposes of sharing the data discussed above.
 2. Only use the data each party may share with the other party, including students' personally identifiable information, for legitimate educational purposes.
 3. Use reasonable methods to protect the data either party may share pursuant to this Agreement, including students' personally identifiable information, from re-disclosure, and to not share this data with any other entity without prior written approval from the party who provided the data except as permitted under FERPA.
 4. Ensure that their policies and procedures protect the data the Parties may share, including students' personally identifiable information, from further disclosure or unauthorized use.
 5. Require and maintain a confidentiality agreement with each employee, contractor or agent with access to data pursuant to this Agreement. The agreement will require all employees, contractors and agents of any kind to comply with all applicable provisions of

FERPA and other federal laws with respect to the data shared under this Agreement.

6. Protect and maintain all student data obtained or permitted access to pursuant to this Agreement in a secure computer environment and not copy, reproduce or transmit data obtained or permitted access to pursuant to this Agreement, except as necessary for compliance with Federal and/or state requirements related to state supported educational programs.

7. Not to provide any student data obtained or permitted access to under this Agreement to any party ineligible to receive data protected by FERPA or prohibited from receiving data from any entity under 34 C.F.R. § 99.31(a)(6)(iii).

8. Both Parties shall destroy all data received from the other party pursuant to this Agreement in compliance with D.C. laws and regulations. Nothing in this agreement shall be construed to require PCSB or OSSE to destroy duplicative data or records that they have legitimately received from a source other than PCSB. Nothing in this Agreement may be construed to allow either party to maintain, use, disclose or share student information in a manner not allowed by federal law or regulation.

In the event of a breach of this Agreement in the form of a disclosure of data that is not otherwise permissible pursuant to this Agreement, the Parties shall notify each other of the breach within two (2) business days of the date on which PCSB or OSSE, becomes aware of the breach pursuant to Section X, below.

IX. **TERMINATION.** Either Party may terminate this MOA by giving thirty (30) calendar days advance written notice to the other Party. In the case of a notification of termination of this agreement, OSSE and PCSB shall make arrangements to provide OSSE with continued access to such essential historical data regarding the School within the terms of this MOA as the parties may define.

X. **NOTICE.** The following individuals are the contact points for each Party under this MOA:

OFFICE OF THE STATE SUPERINTENDENT OF EDUCATION:

Dr. Tony D. Johnson
Career and Technical Education
State Director
Government of the District of Columbia
Office of the State Superintendent of Education
[810 First Street, NE- 2nd Floor | Washington, DC 20002](#)
Office: [202.727.8576](tel:202.727.8576) | tony.johnson@dc.gov

PUBLIC CHARTER SCHOOL BOARD:

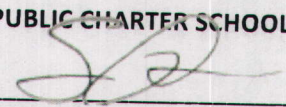
Scott Pearson
Executive Director
D.C. Public Charter School Board
3333 14th Street NW, Suite 210
Washington, DC 20010
Phone: 202-727-3471

Fax: 202-328-2661

- XI. **MODIFICATIONS.** The terms and conditions of this MOA may be modified only upon prior written agreement by the Parties.
- XII. **MISCELLANEOUS.** The Parties shall comply with all applicable laws, rules and regulations whether now in force or hereafter enacted or promulgated.

IN WITNESS WHEREOF, the Parties hereto have executed this MOA as follows:

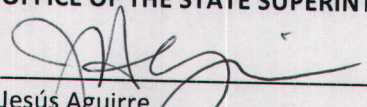
PUBLIC CHARTER SCHOOL BOARD



Scott Pearson
Executive Director

Date: 11/12/2014

OFFICE OF THE STATE SUPERINTENDENT OF EDUCATION



Jesús Aguirre
State Superintendent of Education

Date: 11/17/14