

- e. Track working conditions and provide maintenance and repair of Washington Performing Arts musical instruments used in the Capital Arts Partnership programs.
- f. Track program participation, including statistics, photo and video documentation, and other necessary information to show program efficacy.
- g. In collaboration with DCPS Central Administration staff, identify areas for evaluation and assessment of student participants in the Capital Arts Partnership programs, and provide data upon request.
- h. Subject to available funds, provide funding for essential non-personnel program expenses, including:
  - a. Buses or fare for public transportation to transport all participating students to CAP-related events;
  - b. Refreshments, supplies, and other expenses associated with training sessions for participating CAP teachers and students;
  - c. Program supplies and materials for participating CAP classrooms;
- i. Subject to the availability of funds, provide opportunities for CAP students to participate in cultural activities, including interactions with artists and attendance at concerts.

### C. DC KEYS

1. DCPS agrees to assume the following responsibilities in support of DC Keys:
  - a. Support the full participation of all participating DCPS music teachers, and involvement of appropriate central office personnel as required for successful program implementation.
  - b. Provide, at a minimum, funding for the salary of one full-time employee to staff DC Keys during the Term of this

Agreement subject to the availability of appropriated funds for this purpose.

- c. Provide guidance to the music education staff, under the Chief of Teaching and Learning, to ensure alignment of DC Key's instructional materials with appropriate local and national educational standards.
  - d. In collaboration with Washington Performing Arts staff, identify the non-personnel program materials and services to be purchased for the program by Washington Performing Arts as referenced in Section III.C.2.d. All expenditures made by Washington Performing Arts will utilize such Washington Performing Arts funds as are available for this purpose.
  - e. In collaboration with Washington Performing Arts staff, identify areas for evaluation and assessment of student participants in the DC Keys Program, and provide the total number of students/schools participating in the program and anonymous student satisfaction survey results upon request, but only to the extent such data may be provided according to the DCPS Office of the Chief of Schools ("OCS") guidelines and applicable privacy laws (see Section XI).
  - f. Participate in monthly meetings with Washington Performing Arts to discuss DC Keys activities, the contents of which will be agreed to by the parties.
2. Washington Performing Arts agrees to assume the following responsibilities in support of DC Keys:
- a. Subject to the availability of funding, provide, at a minimum, funding for the salary of one full-time staff member from Washington Performing Arts to work in conjunction with DCPS.
  - b. Provide additional appropriate assistance and consultation from Washington Performing Arts staff to the Washington Performing Arts and DCPS staff working on DC Keys, including the DC Keys Fellows.



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- c. Subject to the availability of funding, during the Term of this Agreement, provide a minimum of \$15,000 of funding for essential non-personnel program expenses, including:
  - a. Buses or fare for public transportation to transport all participating students to their adoptive embassies and DC Keys-related events;
  - b. Refreshments, supplies, and other expenses associated with training sessions for participating DC Keys teachers and consultants;
  - c. Program supplies and materials for participating DC Keys classrooms;
  - d. Supplies and materials necessary to implement the program, including recruitment tools, printed materials, and other items identified throughout the program year.
- d. Subject to the availability of additional funds, provide opportunities for DC Keys students to participate in cultural activities, such as interactions with artists and attendance at concerts.
- e. In collaboration with DCPS staff, identify areas for evaluation and assessment of student participants in the DC Keys Program, and provide student tracking data upon request.
- f. Participate in monthly meetings with DCPS to discuss DC Keys activities and program developments.

**D. DCPS HONORS ENSEMBLES, CONCERTS IN SCHOOLS, IN-SCHOOL ARTIST RESIDENCIES, MAINSTAGE ARTIST RESIDENCIES**

1. DCPS agrees to assume the following responsibilities in support of the DCPS Honors Ensembles, Concerts in Schools, In-School Artist Residencies, and Mainstage Artist Residency programs:
  - a. Support the appropriate participation of DCPS teachers selected for these programs, and involvement of appropriate central office personnel, as reasonably required for successful program implementation.









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- c. Collaborate with DCPS Central Administration staff to identify appropriate school participants for Mainstage Artist Residencies.
- d. Provide logistical support, transportation, and fees for all Mainstage Artist Residencies.
- e. Track program participation, including statistics, photo and video documentation, and other necessary information to show program efficacy.
- f. In collaboration with DCPS Central Administration staff, identify areas for evaluation and assessment of student participants in the DCPS Honors Ensembles, Concerts in Schools, In-School Artist Residencies, and Mainstage Artist Residency programs, and provide data upon request.

**E. COLLABORATIVE RESPONSIBILITIES FOR ALL PROGRAMS:**

DCPS and WPA agree to collaborate and jointly assume the following responsibilities in support of EAP, CAP programs, DC Keys, DCPS Honor Ensembles, CIS, ISAR, Mainstage Artist Residencies, and Washington Performing Arts Summer Camps:

- a. Publicize and promote the programs through media and other means which highlight the participation of both Parties in the programs. Parties will work collaboratively to create or provide logos for use in publications, statements, and promotional materials (websites).
- b. Evaluate the strengths, weaknesses and growth potential of the programs, and develop appropriate strategic plans to improve the programs in future years, consistent with the educational priorities of DCPS and the educational mission of Washington Performing Arts.
- c. Identify areas for evaluation and assessment of student participants in the DC Keys, DCPS Honors Ensembles, Concerts in Schools, In-School Artist Residencies, and Mainstage Artist Residency programs, and provide data upon request, but only to the extent such data may be

provided according to OCS guidelines and applicable privacy laws (*see* Section XI, below).

- d. Identify additional resources to enhance the programs during each school year, and coordinate strategies for raising additional funds from private and public sources to support program expansion and improvement in future years.

#### IV. BACKGROUND CHECKS

Washington Performing Arts shall ensure all of its employees, contractors and volunteers and other personnel providing services under this MOA (“WPA Personnel”) submit to all background checks required by DCPS, including, but not limited to, a tuberculosis screening and a criminal background check as required by the Criminal Background Checks for the Protection of Children Act of 2004 (D.C. Code § 4-1501.01, *et seq.* (2011)) and any rules promulgated thereunder, including D.C. Mun. Regs. Subt. 6-B, § 412, *et seq.* (2011). Washington Performing Arts shall also ensure that all WPA Personnel who have not submitted to any DCPS-required background check are restricted from serving in positions affording such individuals unsupervised direct access to DCPS students participating in the Program and that such persons at all times avoid unsupervised direct contact with such students.

#### V. DCPS FIELD TRIP AND MEDIA CONSENT REQUIREMENTS

Washington Performing Arts and DCPS agree to work together to obtain fully executed versions of any required field trip permission and waiver forms prior to any Program field trips, as well as any required media consent forms for the use of student recordings and images in the Programs prior to the start of the Programs.

#### VI. USE AGREEMENTS

Washington Performing Arts’ authorization to access and use any DCPS facility space may be conditioned upon Washington Performing Arts’ first executing a Use Agreement if required by the Office of Realty in the Department of General Services (“DGS Realty”). DCPS agrees to actively assist in obtaining a Use Agreement from DGS Realty, but it makes no guarantee that any required Use Agreement will be issued by DGS Realty. The Parties understand that absent a Use Agreement, the summer camps described in Section III.D of this MOA will not be provided.

#### VII. FUNDING





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No specific funding commitment on behalf of DCPS shall be associated with the formation of or any of the obligations under this MOA. Certain Capital Arts Partnership services outlined in Section III.B herein are contingent upon the issuance of a Purchase Order issued by DCPS specifying the cost of the services for the Initial Term. Any commitment of DCPS funds for a renewal of this MOA with respect to the Capital Arts Partnership services will require the issuance of an additional Purchase Order related to those additional services.

All funding necessary to carry out the program services not paid for by the Purchase Order shall be furnished by Washington Performing Arts during the Initial Term and any subsequent term renewal.

**VIII. DONATION PROCESS**

DCPS considers the services provided by Washington Performing Arts under this MOA valuable to its authorized duties and responsibilities as a District of Columbia government agency. As such, in accordance with D.C. Official Code § 1-329.01 and the District of Columbia Mayor's Memorandum #2015-001 (July 21, 2015), all Program services provided under this MOA, with the exception of certain services contingent upon the issuance of the Purchase Order referenced in Section VII of this MOA, must be donated to DCPS through the donation review process administered by the District of Columbia Office of Partnerships and Grant Services.

**IX. ANTI-DEFICIENCY CONSIDERATIONS**

The Parties acknowledge and agree that their respective obligations to fulfill financial obligations of any kind pursuant to any and all provisions of this MOA, or any subsequent agreement entered into by the Parties pursuant to this MOA, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349-1351; (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08 (2001); (iii) D.C. Official Code § 47-105 (2001), and (iv) D.C. Official Code § 1-204.46 (2006 Supp.), as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned. Pursuant to the Anti-Deficiency Acts, nothing in this MOA shall create an obligation on either party in anticipation of an appropriation by Congress for such purpose, and each party's legal liability for any obligations under this MOA shall not arise or obtain in advance of the lawful availability of appropriated funds for the applicable fiscal year as approved by Congress.

**X. LIABILITY**

Except as provided in Article XII, below, Washington Performing Arts shall be solely liable for all property damage and bodily injury claims arising from or related to





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the services provided by Washington Performing Arts and Washington Performing Arts Personnel pursuant to this MOA. Except as provided in Article XII, below, DCPS shall not be liable, whether by way of contribution or otherwise, for any damages incurred by Washington Performing Arts or Washington Performing Arts Personnel, or arising from any acts or omissions of Washington Performing Arts or Washington Performing Arts Personnel, in connection with the provision of services under this MOA or the Programs.

### XI. INSURANCE

- A. GENERAL REQUIREMENTS. Washington Performing Arts at its sole expense shall procure and maintain, during the entire period of performance under this MOA, the types of insurance specified below. Washington Performing Arts shall have its insurance broker or insurance company submit a Certificate of Insurance to the point of contact listed in Section XI.H of this MOA (“CO”) giving evidence of the required coverage prior to commencing performance under this MOA. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A- / VII or higher. Washington Performing Arts shall require all of its subcontractors to carry the same insurance required herein.

All required policies shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia.

The Government of the District of Columbia shall be included in all policies required hereunder to be maintained by Washington Performing Arts and its subcontractors as an additional insured for claims against The Government of the District of Columbia relating to this MOA, with the understanding that any affirmative obligation imposed upon the insured Washington Performing Arts or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of Washington Performing Arts or its subcontractors, and not the additional insured. The additional insured status under Washington Performing Arts’ and its subcontractors’ Commercial General Liability insurance policies shall be affected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 **and** CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the CO in writing. All of Washington Performing Arts’ and its subcontractors’ liability policies shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional



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Insured) for all claims against the additional insured arising out of the performance of this of MOA by Washington Performing Arts or its subcontractors, or anyone for whom Washington Performing Arts or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

If Washington Performing Arts and/or its subcontractors maintain broader coverage and/or higher limits than the minimums shown below, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by Washington Performing Arts and subcontractors.

1. Commercial General Liability Insurance (“CGL”) – Washington Performing Arts shall provide evidence satisfactory to the CO with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. (“ISO”) form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the CO in writing), covering liability for all ongoing and completed operations of Washington Performing Arts, including ongoing and completed operations under all subcontracts, and covering claims for bodily injury, including without limitation sickness, disease or death of any persons, injury to or destruction of property, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than \$1,000,000 each occurrence, a \$2,000,000 general aggregate (including a per location or per project aggregate limit endorsement, if applicable) limit, a \$1,000,000 personal and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit.
2. Automobile Liability Insurance – Washington Performing Arts shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by Washington Performing Arts, with minimum per accident limits equal to the greater of (i) the limits set forth in Washington Performing Arts’ commercial automobile liability policy or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Sexual/Physical Abuse & Molestation – Washington Performing Arts shall provide evidence satisfactory to the CO with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate of affirmative abuse and molestation liability coverage. This insurance





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requirement will be considered met if the general liability insurance includes an affirmative sexual abuse and molestation endorsement for the required amounts. So called “silent” coverage under a commercial general liability or professional liability policy will not be acceptable.

4. Commercial Umbrella or Excess Liability – Washington Performing Arts shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in Washington Performing Arts’ umbrella or excess liability policy or (ii) \$5,000,000 per occurrence and \$5,000,000 in the annual aggregate, following the form and in excess of all liability policies. **All** liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by the District and the “other insurance” provision must be amended in accordance with this requirement and principles of vertical exhaustion.

**B. PRIMARY AND NONCONTRIBUTORY INSURANCE**

The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.

- C. **DURATION.** Washington Performing Arts shall carry all required insurance until all contract work is accepted by the District of Columbia, and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this MOA and two years for non-construction related MOAs.

- D. **LIABILITY.** These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT WASHINGTON PERFORMING ARTS’ LIABILITY UNDER THIS MOA.**

- E. **WASHINGTON PERFORMING ARTS’ PROPERTY.** Washington Performing Arts and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment, except as provided in Article XII, below. A waiver of subrogation shall apply in favor of the District of Columbia.





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- F. **MEASURE OF PAYMENT.** The District shall not make any separate measure or payment for the cost of insurance and bonds.
- G. **NOTIFICATION.** Washington Performing Arts shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. Washington Performing Arts shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. Washington Performing Arts will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the MOA.
- H. **CERTIFICATES OF INSURANCE.** Washington Performing Arts shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Certificates of insurance must reference the corresponding MOA number. Evidence of insurance shall be submitted to:

**The Government of the District of Columbia**

**And mailed to the attention of:  
Conchita Hudson-Hall  
Deputy Chief, Compliance and Policy  
1200 First St, NE, 9<sup>th</sup> Floor  
Conchita.Hudson-Hall@dc.gov**

The CO may request and Washington Performing Arts shall promptly deliver updated certificates of insurance, endorsements indicating the required coverages, and/or certified copies of the insurance policies. If the insurance initially obtained by Washington Performing Arts expires prior to completion of the MOA, renewal certificates of insurance and additional insured and other endorsements shall be furnished to the CO prior to the date of expiration of all such initial insurance. For all coverage required to be maintained after completion, an additional certificate of insurance evidencing such coverage shall be submitted to the CO on an annual basis as the coverage is renewed (or replaced).

- I. **DISCLOSURE OF INFORMATION.** Washington Performing Arts agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work performed by Washington Performing Arts, its agents, employees, servants or subcontractors in the performance of this MOA.
- J. **CARRIER RATINGS.** All Washington Performing Arts' and its subcontractors' insurance required in connection with this MOA shall be written by insurance



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companies with an A.M. Best Insurance Guide rating of at least A- VII (or the equivalent by any other rating agency) and licensed in the in the District.

A.

B.

C.

D.

E.

F.

G.

**XII. ASSUMPTION OF RISK, INDEMNIFICATION AND WAIVER**

Washington Performing Arts hereby agrees that all of its property and activities of any kind or nature whatsoever in, upon, or about the designated space it utilizes on DCPS property at any time during the term of this MOA, or any renewal or extension hereof, shall be in, upon or about such property at the sole risk and hazard of Washington Performing Arts. Moreover, Washington Performing Arts hereby agrees to defend, indemnify and save harmless the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers, against and from all penalties, claims, actions, damages, injuries, losses and costs (including reasonable attorneys fees) of every nature resulting from, or in connection with, Washington Performing Arts' (including Washington Performing Arts' employees, agents or volunteers) use and occupancy of DCPS property under this MOA, and in conducting Program activities. It is expressly understood that the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers shall not be liable to Washington Performing Arts for any accident, injury, loss, or damage while Washington Performing Arts is in, upon, or about, or entering or leaving DCPS property at any time during the term of this MOA or any renewal or extension hereof, resulting from any cause whatsoever, except for acts of gross negligence and intentional torts by DCPS officials, employees, agents or volunteers, and all claims, other than those excepted herein, are hereby released to the District of Columbia Government, its agencies (including DCPS), elected/appointed officials, employees, agents and volunteers, who may plead this release in bar thereof, in any and every suit, demand and claim for same. Washington Performing Arts' covenants, obligations and liabilities under this section shall survive the expiration or earlier termination of this MOA.

**XIII. NON-DISCRIMINATION**

Washington Performing Arts shall not discriminate against anyone participating in the Programs either directly or indirectly on the basis of gender, race, color, disability,





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religion, sexual orientation, nationality, age, marital status or any other designation set forth in any applicable law including, but not limited to, the District of Columbia Human Rights Act, Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, and Section 504 of the Rehabilitation Act of 1973.

**XIV. CONFIDENTIALITY AND ACCESS TO EDUCATION RECORDS**

The Parties will access, use, restrict, safeguard and dispose of all confidential information, including education records, related to this MOA in accordance with all relevant federal and local statutes, regulations and policies, including but not limited to the Family Educational Rights and Privacy Act (“FERPA”) (20 U.S.C. § 1232g; 34 CFR Part 99).

Washington Performing Arts shall share, upon request, all Program data, including all student specific data for those students participating in the Programs with appropriate DCPS Central Administration staff. Washington Performing Arts will collaborate with DCPS Central Administration staff to determine areas for evaluation and assessment of student participants, submit all requests for educational records or other DCPS data to OCS, and will follow all procedures established by OCS for such requests.

**XV. NOTICES AND CONTACT PERSONS**

Any inquiries under this MOA shall be directed to the parties listed below. Any notices required under this MOA shall be in writing, sent by a recognized form of communication and by any recognized delivery method agreed to by the parties.

**TO WASHINGTON PERFORMING ARTS:**

Michelle Hoffmann, Director of Education  
Washington Performing Arts  
1400 K Street, NW  
Suite 500  
Washington, DC 20005  
Tel: (202) 533-1866  
Email: [mhoffmann@washingtonperformingarts.org](mailto:mhoffmann@washingtonperformingarts.org)

**TO DCPS:**

Mary Lambert  
Director, Arts  
Office of Teaching and Learning  
District of Columbia Public Schools





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1200 1<sup>st</sup> Street, NE  
Washington, DC 20002  
Tel: (202) 658-1360  
Email: [Mary.Lambert@dc.gov](mailto:Mary.Lambert@dc.gov)

Jesse Nickelson  
Director, Global Education  
Office of Teaching and Learning  
District of Columbia Public Schools  
1200 1<sup>st</sup> Street, NE  
Washington, DC 20002  
Tel: (202) 725-8048  
Email: [Jesse.Nickelson@dc.gov](mailto:Jesse.Nickelson@dc.gov)

These individuals are responsible for the management and coordination of the requirements for their respective agencies under this MOA. Copies of correspondence related to modification, extension or termination of this MOA, any legal matters concerning this MOA or any other transactions stemming from this MOA shall be furnished to these individuals with additional copies to:

**GENERAL COUNSEL FOR WASHINGTON PERFORMING ARTS**

Burton J. Fishman  
General Counsel  
Fortney & Scott  
1750 K Street, NW  
Suite 325  
Washington, DC 20006  
Tel: (202) 689-1200  
Email: [bfishman@fortneyscott.com](mailto:bfishman@fortneyscott.com)

**GENERAL COUNSEL FOR DCPS:**

Scott Barash  
General Counsel  
District of Columbia Public Schools  
1200 First Street, NE  
10<sup>th</sup> Floor  
Washington, DC 20002  
Tel: (202) 442-5000  
Fax: (202) 442-5097

**XVI. STATUS OF THE PARTIES AND PROGRAM PARTICIPANTS**



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- A. Nothing in this MOA shall be deemed to constitute a partnership or joint venture between the Parties or constitute any Party to be the agent of the other Party for any purpose. No Party shall have any authority to act for or bind the other Party in any way, or to represent that it has such authority.
- B. Washington Performing Arts personnel participating in the Programs are and shall remain employees of Washington Performing Arts for all purposes and shall not be deemed or considered employees or agents of DCPS.
- C. DCPS personnel participating in the Programs are and shall remain employees of DCPS for all purposes and shall not be deemed or considered employees or agents of Washington Performing Arts.

**XVII. PUBLICITY**

Washington Performing Arts and DCPS shall create mutually agreed upon collaboration language regarding the Embassy Adoption Program and the Capital Arts Partnership Programs for use in institutional materials. Washington Performing Arts shall not use the logo of DCPS in any way including, but not limited to, in any statement, promotional materials (including on Washington Performing Arts' or DCPS' websites) or other published materials. Further, both Parties shall at all times obtain prior written approval from the appropriate contact referenced in Section XII of this MOA before it makes any public statement, disseminates any promotional materials or issues any published materials bearing on DCPS or Washington Performing Arts participation in the Programs.

**XVIII. TERMINATION**

Either party may terminate this MOA in whole or in part by giving thirty (30) calendar days advance written notice to the other party.

**XIX. MISCELLANEOUS**

- a. Modifications. This MOA may only be amended or modified by a written instrument signed by both Parties.
- b. Severability. If any provision of this MOA is determined to be invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent permitted by law and regulation.
- c. Entire Agreement. This MOA, including any applicable exhibits, contains the entire understanding of the Parties with respect to matters contained herein, and supersedes any and all other agreements between the Parties relating to the matters contained herein. No oral or written statements not



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specifically incorporated or referenced herein shall be of any force or effect.

- d. Survival. The provisions of this MOA that require performance after the expiration or termination of this MOA shall remain in force notwithstanding the expiration or termination of the MOA.
- e. Compliance with Laws. Each Party shall comply with all applicable laws, rules and regulations whether now in force or hereafter enacted or promulgated. In addition, Washington Performing Arts shall at all times maintain any District of Columbia or federal license, registration or certification it is legally required to obtain, and provide a copy of such documentation to DCPS upon request. Washington Performing Arts shall ensure that at no time during the term of this MOA it owes the District of Columbia government more than \$100 in outstanding fines, penalties, past due taxes or interest.
- f. Applicable Law. This MOA and all matters pertaining to this MOA shall be governed by the laws of the District of Columbia, including all applicable statutes, regulations, directives, and procedures of the District of Columbia and DCPS.
- g. Other Relationships or Obligations. This MOA shall not affect any pre-existing or independent relationships or obligations between the Parties.
- h. Non-Assignable Agreement. This MOA cannot be assigned by either Party.
- i. Headings; Counterparts. The headings in this MOA are for purposes of reference only and shall not limit or define the meaning of any provision hereof. This MOA may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same document.
- j. Authority of the Parties. By executing this MOA, each Party represents to the other that it is authorized to enter into this MOA, that the person executing this MOA on its behalf is duly authorized to do so, and that no other signatures, consents or authorizations are necessary to render this MOA binding between the Parties.





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IN WITNESS WHEREOF, both parties hereto have signed this MOA on the dates designated below.

---

Jenny Bilfield, President & CEO  
Washington Performing Arts Society

Date

3/12/19

---

Lewis D. Ferebee, Chancellor  
District of Columbia Public Schools

Date

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
DISRICT OF COLUMBIA PUBLIC SCHOOLS  
AND  
OFFICE OF STATE SUPERINTENDENT OF EDUCATION**

**I. INTRODUCTION**

This Memorandum of Understanding (“MOU”) is entered into between the District of Columbia Public Schools, the buyer agency (“DCPS” or “Buyer”), and the Office of the State Superintendent of Education, the seller agency (“OSSE” or “Seller”), individually referred to as the “Party” or collectively referred to herein as the “Parties.”

**II. OVERVIEW**

The OSSE operates a common lottery system for admission to all public schools in the District of Columbia. The OSSE administers the Common Lottery Board Fund which must be used for the continued development and improvement of the common lottery system that serves both public charter schools and DCPS schools. (D.C. Official Code §§ 38-194, 38-194 and 38-196.01, as amended by the My School DC Transfer Amendment Act of 2017 (D.C. Act 22-0130) (July 31, 2017).

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The purpose of this MOU is to enable DCPS to provide payment to OSSE for necessary services and support related to the operations of the common lottery system.

**III. SCOPE OF SERVICES**

Pursuant to the applicable authorities and in the furtherance of the shared goals of the Parties to carry out the purposes of this MOU expeditiously and economically, the Parties do hereby agree:

**A. RESPONSIBILITIES OF SELLER**

Through staff, contractors, and sub-contractors, OSSE provides the following services as a part of the common lottery system:

1. Develop necessary technology to execute a unified application process and lottery including participating charter schools and all DCPS schools of choice; and
2. Execute a parent outreach strategy to promote understanding of the process and ways to access schools, including citywide school fair; and
3. Comply with all reporting requirements associated with the funding; and
4. Make sure that the revenues for this project are reflected in the budget line item detail screen and the appropriate accumulators; and

5. Provide the projected costs of providing the goods and services under this MOU, as reflected in Attachment A.

## **B. RESPONSIBILITIES OF BUYER**

DCPS agrees to:

1. Transfer funds to OSSE by October 1, 2019 to pay for the cost of services outlined above; and
2. Comply with all reporting requirements associated with the funding.

## **IV. DURATION OF MOU**

- A. The period of this MOU shall be from October 1, 2019 until September 30, 2020, unless terminated in writing by the Parties prior to the expiration.

## **V. AUTHORITY FOR MOU**

D.C. Official Code § 1-301.01 (k).

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## **VI. FUNDING PROVISIONS**

### **A. COST OF SERVICES**

1. Total cost for goods and services under this MOU shall not exceed \$300,000 for Fiscal Year 2020.
2. In the event of termination of the MOU, payment to Seller shall be held in abeyance until all required fiscal reconciliation, but not longer than September 30 of the current fiscal year.

### **B. PAYMENT**

1. Payment for the goods and services shall be made through an Intra-District advance by Buyer to Seller based on the total amount of this MOU.
2. Seller shall provide reconciliations upon request explaining expenditures against the advance according to the spending plan attached as Attachment A.
3. Advances to Seller for the services to be performed/goods to be provided shall not exceed the amount of this MOU (\$300,000).
4. Seller will relieve the advance and bill Buyer through the Intra-District process only for those goods or services actually provided pursuant to the terms of this MOU. Seller will notify Buyer within forty-five (45) days of the current fiscal year if it has reason to



believe that all of the advance will not be billed during the current fiscal year. Seller shall return any excess advance to Buyer by September 30 of the current fiscal year.

5. The Parties' Directors or their designees shall use their best efforts to resolve all adjustments and disputes arising from services performed under this MOU. In the event that the Parties are unable to resolve any issue pertaining to this MOU, the matter shall be referred to the D.C. Office of Financial Operations and Systems.

### **C. ANTI-DEFICIENCY CONSIDERATIONS**

The Parties acknowledge and agree that their respective obligations to fulfill financial obligations of any kind pursuant to any and all provisions of this MOU, or any subsequent agreement entered into by the Parties pursuant to this MOU, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§1341, 1342, 1349, 1351, (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08, (iii) D.C. Official Code § 47-105, and (iv) D.C. Official Code § 1-204.46, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

## **VII. COMPLIANCE AND MONITORING**

As this MOU is funded by District of Columbia funds, Seller will be subject to scheduled and unscheduled monitoring reviews to ensure compliance with all applicable requirements.

## **VIII. RECORDS AND REPORTS**

The Seller shall maintain records and receipts for the expenditure of all funds provided for a period of no less than three years from the date of expiration or termination of the MOU and, upon the District of Columbia's request, make these documents available for inspection by duly authorized representatives of the buyer agency and other officials as may be specified by the District of Columbia at its sole discretion.

## **IX. CONFIDENTIAL INFORMATION**

The Parties to this MOU will use, restrict, safeguard and dispose of all information related to services provided by this MOU, in accordance with all relevant federal and local statutes, regulations, policies. Information received by either Party in the performance of responsibilities associated with the performance of this MOU shall remain the property of Buyer.

## **X. TERMINATION**

Either Party may terminate this MOU in whole or in part by giving 14 calendar days advance written notice to the other Party. In the event of termination of this MOU, OSSE shall return any unused portion of the advance from DCPS within 14 calendar days of the effective termination date, and in no case later than September 30 of the current fiscal year.

## **XI. NOTICE**

The following individuals are the contact points for each Party under this MOU:

Claudia Lujan  
Deputy Chief, Office of Strategic School Planning  
District of Columbia Public Schools  
1200 First Street NE  
Washington, DC 20002  
(202) 442-5000

Catherine Peretti  
Executive Director, My School DC  
Office of the State Superintendent of Education  
1050 First Street NE 3<sup>rd</sup> Floor  
Washington, DC 20002  
Phone (202) 727-6054

These individuals are responsible for the management and coordination of the requirements for their respective agencies incorporated in this MOU. Copies of pertinent correspondence and changes or other transactions pertaining to this MOU shall be furnished to these individuals with additional copies to:

**Counsel for OSSE:**

Sarah Jane Forman

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General Counsel, Office of the State Superintendent for Education (OSSE)  
1050 First Street NE, 3rd Floor  
Washington, DC 20002  
Phone: 202-727-0382

**General Counsel for DCPS:**

Scott Barash  
General Counsel, District of Columbia Public Schools  
1200 First Street NE, 10<sup>th</sup> Floor  
Washington, DC 20002  
Phone: 202-442-5000

**XII. MODIFICATIONS**

The terms and conditions of this MOU may be modified only upon prior written agreement by the Parties.

**XIII. PROCUREMENT PRACTICES ACT**

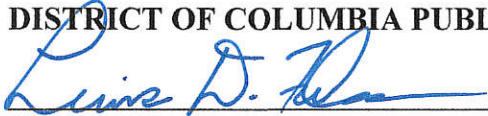
If a District of Columbia agency or instrumentality plans to utilize the goods or services of an agent or third party (e.g., contractor, consultant) to provide any of the goods or services specified under this MOU, then the agency or instrumentality shall abide by the provisions of the District of Columbia Procurement Practices Act of 1985 (D.C. Official Code § 2-301.01 *et seq.*) to procure the goods or services of the agent or third party.

**XIV. MISCELLANEOUS**

- A. The Parties shall comply with all applicable laws, rules and regulations whether now in force or hereafter enacted or promulgated.
- B. This MOU contains the entire agreement between the parties.
- C. This MOU cannot be assigned by either Party.

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

**DISTRICT OF COLUMBIA PUBLIC SCHOOLS**

  
\_\_\_\_\_  
Lewis D. Ferebee, Ed. D.  
Chancellor

Date: 9/26/19

**OFFICE OF THE STATE SUPERINTENDENT OF EDUCATION**

\_\_\_\_\_  
Hanseul Kang  
State Superintendent for Education

Date: \_\_\_\_\_

**OFFICE OF THE CHIEF FINANCIAL OFFICER**

\_\_\_\_\_  
Jeffrey Dewitt, CFO  
Chief Financial Officer

Date \_\_\_\_\_



Attachment A  
Spending Plan

FY18 Expense Category	Overall Budget	This MOU
Personnel	\$820,000	
Technology	\$650,000	\$150,000
Audit	\$50,000	
Outreach	\$780,000	\$150,000
	<b>\$2,300,000</b>	<b>\$300,000</b>

## Points of Contact

District of Columbia Public Schools  
Office of Student Wellness  
1200 First Street, NE 11<sup>th</sup> Floor  
Washington, DC 20002  
Wesley Thomas  
Program Manager, HIV/STI Prevention  
[Wesley.thomas2@dc.gov](mailto:Wesley.thomas2@dc.gov)  
202.407.3197

Planned Parenthood of Metropolitan Washington, DC  
1225 4th St NE,  
Washington, D.C. 20002  
Tucker O' Donnell  
Senior Director of Education and Engagement  
[Tucker.odonnell@ppmw.org](mailto:Tucker.odonnell@ppmw.org)  
484.645.2505

## C.1 Scope

The District of Columbia Public School's (DCPS) Office of Equity is seeking the services of a community based organization to develop messages for policy implementation based on previously developed analyses of DC policies; conduct trainings and workshops on sexual health issues; and conduct family engagement workshops for priority schools for the Centers for Disease Control and Prevention (CDC) PS18-1807 grant announcement, *Promoting Adolescent Health through School-Based HIV Prevention*. This grant award is focused on school-based HIV prevention and runs from August 1, 2018 – July 31, 2023.

Planned Parenthood of Washington, DC has been engaged to provide capacity building training due to its highly regarded reputation to provide Sexual Health education and prevention services in the Washington D.C. area. Planned Parenthood of Washington, DC is experienced in providing sexual health services, trainings, and educational programs for youth.

The grant amount awarded to DCPS for Year 1 is \$350,000 with an estimated award of \$350,000 in each subsequent year. DCPS has allotted 10,000.00 in Year 5 to fund facilitation of sexual health workshop sessions.

### C.1.1 Applicable Documents

#### Laws and Requirements

DCPS and Planned Parenthood of Washington, DC will both be bound by the following laws, rules and regulations:

- American Recovery and Reinvestment Act of 2009

## Planned Parenthood of Washington, DC Statement of Work

- District of Columbia Municipal Regulations (DCMR)
- Family Educational Rights and Privacy Act of 1974
- Freedom of Information Act
- No Child Left Behind Act of 2001

### C.2 Background

In July 2018, the DCPS Office of Equity applied for funding under the CDC-RFA-PS18-1807 grant announcement, *Promoting Adolescent Health through School-Based HIV Prevention*. The project period is between August 1, 2018 – July 31, 2023. The amount awarded for Year 5 is \$350,000 with an estimated award of \$350,000 in each subsequent year.

This opportunity will help the DCPS Health and Wellness team to expand and enhance sexual health education, programming and services. The overall goals of the grant are to reduce HIV and other STD infections among adolescents; and reduce disparities in HIV infections and other STDs experienced by specific adolescent sub-populations, including LGBTQ youth. DCPS applied for—and was awarded—funding under Component 2 of this grant, School-Based HIV Prevention.

The five-year project period outcomes are to:

- increased understanding of youth risk behaviors
- increased student knowledge and skills to avoid and reduce sexual risk ☒ increased student HIV/STD testing
- increased student access to sexual health services
- increased student participation in positive youth development activities ☒
- increased parent/student communication
- increased student connectedness to school

Hiring Planned Parenthood is a new need for a newly acquired CDC grant.

### C.3 Requirements

The Contractor shall:

- Facilitate and support the coordination of at least two training sessions for DCPS Sexual Health Liaisons across priority schools, throughout the duration of the school year.
- Maintain consistent communication with DCPS through regular emails and monthly meetings.
- Provide a framework for DCPS for trauma-informed sexual health services referrals
- Support parental engagement activities to educate school communities including parents and families on the need for sexual health services in secondary schools
- Identify knowledge gaps in sexual health service provision for LGBTQ students with a focus on transgender health.



## Planned Parenthood of Washington, DC Statement of Work

### C.4 Deliverables

DCPS will evaluate the progress of Planned Parenthood of Washington, DC according to the deliverables as listed below. Planned Parenthood of Washington, DC will be responsible for invoicing DCPS according to the below payment schedule upon timely completion of listed deliverables.

<b>Deliverables</b>	<b>Due Date</b>
Attend planning meetings and conference calls with DCPS.	At least every two months throughout the project period
Establish working relationship with school-based health centers to identify barriers to access for LGBTQ students	December 2018
Submit Sexual Health Services training sessions to DCPS.	January 2019
Develop parent/family facing survey to identify sexual health service information priorities	March 2019
Develop a trauma-informed referral toolkit for school based staff	June 2019

<b>Payment Schedule</b>	<b>Invoice Amount</b>
December 2018	\$ 4,999.50
June 2019	\$4,999.50
<b>TOTAL</b>	\$ 9,999.00

### C.5 Contractor Qualifications

Planned Parenthood of Washington, DC is a highly respected Health Center and community based organization in the Metropolitan DC area. For over 80 years they have served over the community through various prevention, education, youth programs, and health care.

The Capacity Building Assistance (CBA) team aims to increase the skills, infrastructure, and resources of individuals, organizations and communities serving the Greater Washington Area through trainings and technical assistance. CBA specializes in assisting youth-serving organizations to effectively deliver evidence-based interventions and core public health strategies for HIV/STI prevention and culturally appropriate care. Trainings and technical assistance focus on offering providers and organizations support in the delivery of effective HIV/STI prevention messaging, interventions and strategies, such as prevention counseling and HIV testing; and LGBTQ cultural competency skills and health disparities knowledge.

## Planned Parenthood of Washington, DC Statement of Work

Planned Parenthood of Washington, DC staff members are highly qualified subject matter experts that provide culturally competent services. These qualifications make them the best candidate for providing services for this cooperative agreement.

### C.6 DCPS Responsibilities

DCPS shall:

- Conduct regular meetings/conference calls with Planned Parenthood of Washington, DC to support and the development of policy analysis.
- Conduct regular meetings/conference calls with Planned Parenthood of Washington, DC to support and plan the development of Sexual Health Liaison.
- Share pertinent information regarding the CDC DASH grant expectations and activities.
- Support recruitment of Sexual Health Liaisons across priority schools for workshop sessions.
- Facilitate connections between Planned Parenthood of Washington, DC and school-base staff on an at-need basis.
- Collaborate and identify opportunities to engage parents and families at Parent/Teacher events, Open houses, and community meetings occurring at DPCS secondary schools
- Provide updated contacts for school staff providing sexual health services referrals
- Connect Planned Parenthood of Washington, DC to school-based health center operators to gain working knowledge of school-based health systems

# RELAY/GSE

**Memorandum of Agreement**  
**Relay Graduate School of Education and District of Columbia Public Schools**  
***Relay Teaching Residency***  
***Classes of 2020, 2021, and 2022***

## MEMORANDUM OF AGREEMENT OVERVIEW

This Memorandum of Agreement (“MOA”) is entered into by and between the following entities: District of Columbia Public Schools (“Partner”) and Relay Graduate School of Education (“Relay”).

Partner and Relay propose to work together on the following educational program:

**Relay Teaching Residency:** Whereby Relay enrolls, engages and supports Resident Teachers (“Residents”) employed by Partner in the Relay Teaching Residency (“Residency”), its two-year training program, with key support provided by Partner during the operation of the program. Residents who successfully complete this program are eligible to apply for state certification through an Initial Credential at the conclusion of year 1 and a Master of Arts in Teaching (“MAT”) degree and Standard Credential at the conclusion of year 2 (providing they meet all state certification requirements).

Partner may place Residents at any of its individual schools at Partner’s sole discretion. The list of current participating schools can be found in Appendix C to this MOA. The parties agree that notwithstanding the sentence below on modification or amendment of this MOA, Partner may add or subtract schools from Appendix C at its sole discretion upon notification to Relay via any recognized method of communication. Such addition or subtraction shall take effect immediately upon such notification.

This MOA outlines the scope of work and delineates the minimum roles and responsibilities of each party. For a narrative description of the goals of the Residency, please see the Relay Teaching Residency Partner Handbook.

This MOA shall become effective as of the date of final party signature (“Effective Date”) and shall continue through August 1, 2022 (the “Initial Term”) and will apply to all Residents enrolled in the Residency Class of 2020, Class of 2021, and Class of 2022 (respectively “CO2020”, “CO2021”, “CO2022”). In cases where Residents of CO2020, CO2021, and CO2022 are enrolled in Relay beyond the Initial Term, the conditions of this MOA will apply for Residents until their completion of the program. Relay and Partner may renegotiate or renew the terms at any time; provided, however, any modification or amendment of this MOA shall only be valid upon execution of a written instrument signed by both parties.



# RELAY/GSE

Addenda will be added each year to reflect updated Relay policies and tuition upon the agreement of the parties.

Either the Partner or Relay may terminate this MOA for any reason or for no reason by providing thirty (30) days written notice to the other party. The parties intend this MOA to be a legally binding and enforceable document. If any provision of this MOA is determined to be invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent permitted by law and regulation.

## **PARTNERSHIP OVERVIEW**

### **Recruitment and Hiring**

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Partner will use best efforts to recruit 25 prospective Residents for CO2020 either from Partner's existing pool of paraprofessionals ("Internal Candidates") or to be considered for employment by Partner by June 1, 2018 ("External Candidates"). Prospective Residents recruited by Partner will meet the admissions requirements outlined below and will demonstrate the potential to be exceptional teachers. Where External Candidates are accepted into the Residency, Partner may hire such individuals as educational aides prior to the beginning of Year 1 of the Residency, provided Partner has full-time employee positions available and such individuals have complied with all required background checks and any other requirements necessary for employment with Partner.

Recruitment and hiring estimates for CO2021 and CO2022 will be determined by Partner and Relay in future addenda.

### **Admission to the Relay Teaching Residency Program**

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Prospective Residents must meet the minimum requirements for admission to Relay. Partner will screen for Residents' admissions eligibility during the recruitment process with support from Relay as agreed upon by Relay and Partner. Relay reserves the right to deny admission to all prospective Residents who do not meet the admissions standards below and any admissions requirements added after the Effective Date of this MOA. Once Prospective Residents have successfully completed the Relay admissions process, Relay will officially accept them into the Relay Teaching Residency.

CO2020 Residents must meet the following admissions requirements:

- Hold a full-time instructional position in a grade and subject that matches their intended Relay program of study at a partner school for the coming school year (SY18-19 for CO2020, SY19-20 for CO2021, and SY20-21 for CO2022);

# RELAY/GSE

- Have a cumulative undergraduate grade point average of 3.0 or higher on a 4.0 scale (although applicants with an undergraduate GPA lower than 3.0 but at least 2.75 may be considered for admission by submitting an additional letter of recommendation that explains their qualifications for admission to Relay); Relay cannot consider applicants with a GPA of less than 2.5 on a 4.0 scale for admission of any kind; and
- Submit all transcripts, including an official degree-conferred undergraduate transcript that shows proof of a baccalaureate degree from an accredited institution of higher education; and
- Be a U.S. Citizen or have permanent resident status (for AmeriCorps eligibility).

All prospective Residents must complete the Relay online admissions application, which includes an essay, resume, recommendations, and state-specific requirements (e.g. certification exams if required). Relay will support prospective Residents in completing this application by providing clear instructions and deadlines.

Should Relay's admissions policy or criteria change for CO2021 or CO2022, Relay will notify Partner and will note policy changes in future addenda.

## Non-Matriculated Students

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Prospective Residents who do not meet Relay's undergraduate GPA minimum are not eligible to be a matriculated student at Relay. However, prospective Residents with a GPA above 2.5 but less than 2.75 may be admitted as a non-matriculated student. Relay's non-matriculated student policy for CO2020 is as follows:

1. Applicants who do not meet Relay's undergraduate GPA minimum are not eligible to be a matriculated student at Relay. They may instead be eligible for non-matriculated (i.e., non-matric) status.
2. When a student is non-matric, there are significant academic, financial, and certification implications. Most notably, non-metrics are not working towards a degree, not eligible for certification, not eligible for federal financial aid, and not eligible for in-school deferment.
3. Before they can matriculate, non-matric students must:
  - a. submit proof to Relay of completing all certification requirements (e.g., pass exams and workshops) if they are joining a Relay program leading to certification; and
  - b. end the fall or spring term in good academic standing.

For more information on non-matric status as well as the requirements and timeline for potential matriculation, please see Appendix A. Should Relay's non-matriculation policy change for CO2021 or CO2022, Relay will notify Partner and will note policy changes in future addenda.

# RELAY/GSE

## **Certification Requirements**

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Residents enrolled in the Relay Teaching Residency program are required to earn their state teaching certification. Relay will be responsible for communicating all certification requirements to Residents, providing all required coursework and support, maintaining all certification paperwork, and approving eligible Residents' applications for a Washington, DC Initial Credential after successful completion of the first year of the program, being hired into a full-time teaching position, and passage of all required certification exams. Residents are eligible for a Washington, DC Standard Credential after passage of all certification exams and successful completion of the program. For purpose of clarification, this MOA does not require Partner to hire any or all of the Residents as full-time teachers; such hiring decision is in the sole discretion of the Partner and will be contingent on factors including successful performance during the first year of the Residency. For more information on certification, please see Relay Washington, DC's certification policy in Appendix B.

## **Certification Areas**

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For CO2020, Relay will offer certification in the following endorsement areas:

1. Early Childhood
2. Elementary (1-6)
3. English (7-12)
4. General Science (7-12)
5. Mathematics (7-12)
6. Social Studies (7-12)

Any changes to certification endorsement areas for CO2021 or CO2022 will be communicated with Partner and be added in future addenda.

## **Salary and Benefits**

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Partner will be solely responsible for compensating Residents with a full-time salary and benefits package (including health care) that is commensurate with their experience. Resident salaries' will be comparable to that of other educational aides in their city of residence and will not be less than \$12,530 per year. This amount may fluctuate for CO2021 and CO2022 based on AmeriCorps' minimum salary requirements; however any modification to the minimum salary requirements must be agreed upon and memorialized in an amendment to this MOA signed by authorized representatives of both parties. Residents will be considered full-time employees (not interns or apprentices) and will receive a full-time salary (not a stipend).