



**MEMORANDUM OF AGREEMENT**

**BETWEEN**

**Educational Service District 123**  
*(Hereinafter referred to as ESD 123)*  
**3924 West Court Street**  
**Pasco, WA 99301**  
**Tel: 509-547-8441**  
**Fax: 509-544-5795**

**AND**

**Kennewick School District**  
*(Hereinafter referred to as District or Contractor)*  
**1000 W 4<sup>th</sup> Ave**  
**Kennewick, WA 99336**

**WHEREAS**, the Educational Service District No. 123 (ESD 123) and Kennewick School District desire to enter into an agreement for Inclusionary Practices Mini-Grant - Desert Hills Middle School.

**NOW, THEREFORE**, in consideration of the premises and of the mutual promises herein, the parties hereto agree to enter into a contractual arrangement with the following terms and conditions:

**I. PURPOSE:**

The purpose of this Agreement is to increase the capacity of school leadership teams to understand, prioritize, and implement structural and instructional inclusionary practices.

Funds may be used to pay teachers to engage in professional development outside of their contracted day and/or purchase equipment and materials to improve inclusionary practices.

**II. RESPONSIBILITIES:**

A. Kennewick School District agrees to:

- Set up ongoing collaboration with IP regional coordinator for systems coaching and support with implementation.
- Collaborate with the IPP leadership team to complete the LRE self-assessment.
- Participate in AESD IPP professional learning modules based on district/school needs.
- Collaborate with IPP leadership team to complete a High-Level Summary of Inclusionary Practices to be submitted to OSPI.

B. Educational Service District 123 will be responsible for:

- Providing professional learning to district team on the topic of Leading Inclusionary Practices and/or Universal Design for Learning.
- Providing access to IPP statewide professional learning opportunities, both synchronously or asynchronously for district teams.
- Consulting and/or co-planning around action planning for implementation.
- Networking and connecting with other IPP cadre members or grants that can support the district in improving inclusive practices.
- Facilitating access to a library of free resources and materials.

**III. TERM OF THE AGREEMENT:**

This Agreement shall commence on the 1 day of February, 2022 and shall terminate at midnight on the 30 day of June, 2022.

**IV. PROHIBITION AGAINST ASSIGNMENT:**

Neither this Agreement nor any interest therein may be assigned by either party without first obtaining the consent of the other party.

**V. SUPPLANT:**

No use of funds from this agreement shall be used to supplant existing programs.

**VI. INDEMNIFICATION:**

The District/Contractor and the ESD 123 agree to mutually indemnify and hold each other harmless for any and all claims which hereafter arise on the part of any and all persons as a direct or indirect result of the District/Contractor or the ESD 123 employees or agents performance or failure to perform duties pursuant to this agreement.

**VII. APPLICABLE LAW:**

The laws of the State of Washington shall govern this Agreement.

**VIII. VERBAL AGREEMENTS:**

This written agreement constitutes the mutual agreement of District/Contractor and ESD 123 in whole. No alteration or variation of the terms of this Agreement and no oral understandings or agreements not incorporated herein, unless made in writing between the parties hereto, shall be binding.

**IX. SUSPENSION AND DEBARMENT:**

District/Contractor hereby certifies, by signing this agreement, it is not on the Excluded Parties List Report, that they, nor their Principals, are presently debarred, suspended, proposed for debarment, or declared ineligible, or voluntarily excluded for the award of agreements by any Federal governmental agency or department. (Principals, for purposes of this certification, mean officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity). District/Contractor shall provide immediate written notice to ESD 123 if, at any time during the term of this Agreement, including any renewals thereof, it learns that its certification was erroneous when made or has become erroneous by reason of changed circumstances.

**X. NONDISCRIMINATION:**

No person shall, on the grounds of race, creed, color, national origin, gender, or handicapping condition be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under activities performed pursuant to this Agreement.

**SIGNATURES:**

In witness whereof, the Superintendent of ESD 123 and the District/Contractor certify that they have read, understood, and executed this entire agreement.

DocuSigned by:

*Darcy Weisner*

2/21/2022 | 9:35 AM PST

Darcy Weisner, Superintendent ESD 123 Date  
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DocuSigned by:

*Dr. Traci Pierre*

2/21/2022 | 10:58 AM PST

District/Contractor's Signature Date  
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*NMS KC* *[Signature]*