

**MEMORANDUM OF UNDERSTANDING
BEST Consortium**

BETWEEN

Educational Service District #123 (Hereinafter referred to as ESD) 3924 W Court St., Pasco, WA 99301 Tel: 509-547-8441 Fax: 509-544-5795	AND	Kennewick School District (Hereinafter referred to as District) 1000 W. 4 th Avenue Kennewick, WA 99336 Contact: Doug Christensen (509) 222-5000
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Whereas, Educational Service District No. 123 (ESD) and **Kennewick School District** (District) agree to collaborate to provide Beginning Educator Support Team. The partners agree to enter into a collaborative agreement in which the ESD will be the BEST Contractor and the District will be a partner to this agreement; and the partners desire to enter into a Memorandum of Understanding setting forth the services to be provided by the collaborative.

Now, Therefor, in consideration of the premises and of the mutual promises herein, the parties agree to enter into a contractual arrangement with the following terms and conditions:

I. PURPOSE:

The purpose of the Agreement is to stipulate the promises and conditions by which ESD 123 will provide funding in the form of stipends and associated costs to the District for services rendered to facilitate or otherwise support professional development, mentoring and/or other agreed upon activities, as delineated herein.

II. RESPONSIBILITIES:

ESD Program Coordinator

- Oversee regional program and contracts distributing funds to districts including optional stipend pay for districts which choose to have the ESD pay mentors directly.
- Coordinate with mentors to plan and deliver mentor professional learning.
- Facilitate Stakeholder Committee meetings.
- Apply for clock hours for program activities if applicable.
- Compile program evaluation and required reports.
- Coordinate regional end of year reflection.

Stakeholder Committee

- ESD Program Coordinator will facilitate a minimum of three meetings annually to give input on specifics of program, problem-solve and monitor goals.
- Select members will attend the BEST Grantee Convening.

School Districts

- Align own district related policies, procedures, job descriptions and contracts.
- Assign beginning teachers to participate in the program.
- Select and assign mentors to beginning teachers.

- Sign contracts with ESD 123 and invoice in a timely manner.
- Elect one representative to be a member of the ESD 123 Stakeholder Committee.
- Provide teacher/mentor compensation for additional duties per district CBA.
- Coordinate, plan, and deliver monthly professional learning for novice teachers.
- Provide release time to teachers and mentors to conduct classroom learning walks.
- Leaders protect schedules and workload so beginning teacher/mentor teams can fulfill program obligations.
- Responsible for costs of teacher time and substitute fees to meet requirements of the grant including BEST Mentor Academy, trainings, and observation time.

Mentors assigned to beginning teachers depending on context

- Commit to two years in the program.
- Attend Mentor Academy if have not already done so.
- Attend regional professional development activities and Mentor Roundtables.
- Observe beginning teachers according to District CBA; a minimum of 8 times throughout the year in accordance with grant assurances.
- Meet with beginning teacher(s) for an average of 1 to 2 hours/week- with more time at the beginning of the year for just-in-time support.
- Keep records of all BEST program activities.
- Participate in learning walks with mentee.

Beginning Teachers 1st Year Cohort

- Complete orientation checklist with assistance from mentor.
- Attend monthly regional professional learning.
- Meet with mentor for an average of 1 to 2 hours/week- with more time at the beginning of the year for just-in-time support.
- Be observed by mentor with feedback/debrief a minimum of eight times.
- Keep records of all BEST program activities.
- Participate in learning walks with mentor.

Beginning Teachers 2nd & 3rd Year Cohort

- As funds allow, support Year 2, and Year 3 teachers who are certificated (including certificated pre-K teachers).

III. FUNDING EXPECTATIONS

ESD agrees to assume fiscal responsibility for dispensing District grant allocation minus 15%.

District agrees to assume to utilize Grant allocation in accordance with the grant assurances and assumes fiscal responsibility for all legitimate expenses including but not limited to those described below:

Expenses associated with:

- Mentor salaries
- Stakeholder, Mentor, and New Teacher travel costs to attend meetings and/or trainings
- Substitute fees to participate in learning walks or other appropriate training for novice educators and their mentors.
- Stakeholder, Mentor, and New Teacher compensation for additional duties

IV: TERM OF THE AGREEMENT:

This agreement shall commence on the 1 day of July, 2022 and shall terminate at midnight on the 30 day of June, 2023.

V: PROHIBITION AGAINST ASSIGNMENT

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

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.

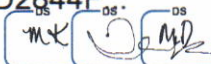
VIII: SUSPENSION AND DEBARMENT:

District/Contractor hereby certifies, by signing this agreement, it is not on the Excluded Parties List Report, that they, nor their Principals, are presently disbarred, suspended, proposed for debarment, or declared ineligible, or voluntarily excluded for the award of agreements by any Federal government 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 hereof, it learns that its certification was erroneous when made or has become erroneous by reason of changed circumstances.

IX: NONDISCRIMINATION:

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

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

DocuSigned by:
Darcy Weisner
6/16/2022 | 10:30 AM PDT
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DocuSigned by:
Dr. Traci Pierce
6/16/2022 | 2:46 PM PE
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Certificate Of Completion

Envelope Id: C4881787E7944CFAB1413260ED0A5869
 Subject: ESD 123 T&L BEST Consortium 22-23 Kennewick School District
 Source Envelope:
 Document Pages: 3 Signatures: 1
 Certificate Pages: 5 Initials: 0
 AutoNav: Enabled
 EnvelopeId Stamping: Enabled
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed
 Envelope Originator:
 ESD 123 Contracts
 3924 West Court Street
 Pasco, 99301
 contracts@esd123.org
 IP Address: 133.32.176.47


Record Tracking

Status: Original Holder: ESD 123 Contracts Location: DocuSign
 6/16/2022 2:34:01 PM contracts@esd123.org

Signer Events

Dr. Traci Pierce
 traci.pierce@ksd.org
 Superintendent
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 E9284A11E98E4CC...
 Signature Adoption: Pre-selected Style
 Signed by link sent to traci.pierce@ksd.org
 Using IP Address: 162.218.180.230

Timestamp

Sent: 6/16/2022 2:36:58 PM
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 Signed: 6/16/2022 2:46:44 PM

Electronic Record and Signature Disclosure:
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Agent Delivery Events

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Intermediary Delivery Events

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Vic Roberts
 Vic.Roberts@ksd.org
 Director of Business Operations
 Kennewick School District
 Security Level: Email, Account Authentication (None)

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Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Patty Lord
 patty.lord@ksd.org
 Security Level: Email, Account Authentication (None)

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