



## Memorandum of Agreement for Services Provided by District/Contractor

Between

### **Educational Service District 123 (ESD 123)**

3924 West Court Street • Pasco, WA 99301

AND

### **Kennewick School District (District/Contractor)**

1000 W. 4th Avenue • Kennewick, WA 99336

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

#### **A. 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.

#### **B. Responsibilities of ESD 123:**

- a. Oversee regional program and contracts distributing funds to districts including optional stipend pay for districts which choose to have the ESD pay mentors directly.
- b. ESD agrees to assume fiscal responsibility for all legitimate expenses as approved by ESD 123 lead.
- c. Select and assign mentors to beginning teachers if district chooses to have an ESD mentor.
- d. Coordinate with mentors to plan and deliver mentor professional learning.
- e. Facilitate Stakeholder Committee meetings.
- f. Apply for clock hours for program activities if applicable.
- g. Compile program evaluation and required reports.
- h. Coordinate regional end of year reflection.
- i. Pay district up to \$200,000 for all legitimate expenses as approved by ESD 123 lead.

#### **C. Responsibilities of District/Contractor:**

##### **School Districts**

- a. Align own district related policies, procedures, job descriptions and contracts.
- b. Assign beginning teachers to participate in the program.
- c. Select and assign mentors to beginning teachers.
- d. Sign contracts with ESD 123 and invoice in a timely manner.
- e. Elect one representative to be a member of the ESD 123 Stakeholder Committee.
- f. Provide teacher/mentor compensation for additional duties per district CBA.
- g. Coordinate, plan, and deliver monthly professional learning for novice teachers.
- h. Provide release time to teachers and mentors to conduct classroom learning walks.
- i. Leaders protect schedules and workload so beginning teacher/mentor teams can fulfill program obligations.
- j. 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

k. Commit to two years in the program.

l. Attend Mentor Academy if have not already done so.

m. Attend regional professional development activities and Mentor Roundtables.

n. Observe beginning teachers according to District CBA; a minimum of 8 times throughout the year in accordance with grant assurances.

o. 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.

p. Keep records of all BEST program activities.

q. Participate in learning walks with mentee if possible

Beginning Teachers 1st Year Cohort

- r. Complete orientation checklist with assistance from mentor.
- s. Attend monthly regional professional learning.
- t. 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.
- u. Be observed by mentor with feedback/debrief a minimum of eight times.
- v. Keep records of all BEST program activities.
- w. Participate in learning walks with mentor.

Beginning Teachers 2nd & 3rd Year Cohort

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

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.

- D. Following its approval by the authorized signatory for the District/Contractor this agreement shall commence and be effective for the period beginning August 1, 2023, and shall terminate at midnight on June 30, 2024, with the exception of Sections III and V on page 2, which will continue to bind the parties, their heirs, and successors.

**PAYMENT PROVISIONS**

Contract Fees paid by the ESD 123 not to exceed \$200,000.

Districts shall submit properly computed invoices to the ESD 123 on a semi-annual basis.

In witness whereof, the District/Contractor and the ESD 123 have read, understand, and executed this entire agreement.

**Educational Service District 123**

Steve McCullough 8/22/2023 | 12:00 PM PST  
Steve McCullough, Superintendent  
Educational Service District 123

1636.21.7000.6240

ESD 123 Expense Budget Account Code(s)

DS DS DS DS  
MK MH KH MD

**Kennewick School District**

Dr. Traci Pierce 8/16/2024 | 11:36 AM PST  
Dr. Traci Pierce, Superintendent  
Kennewick School District

DS DS DS  
✓ ASH

DS DS  
MH KH MD

**I. INDEPENDENT CONTRACTOR STATUS OF DISTRICT/CONTRACTOR**

District/Contractor and District/Contractor's employees shall perform all duties pursuant to this Contract as an independent contractor. The District/Contractor certifies they are filing a schedule of expenses with the Internal Revenue Service, has established an account with the Washington State Department of Revenue and other appropriate state taxing agencies, and is maintaining a separate set of records for their business.

**II. 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.

**III. SUPPLANT**

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

**IV. OWNERSHIP OF WORK PRODUCTS AND RESTRICTION AGAINST DISSEMINATION**

If the District/Contractor is required by this Contract to develop a concept of product for ESD 123, then all correspondence, papers, documents, reports, files, film work products (inclusive of intellectual concepts and properties), and all copies thereof which are received or developed by the District/Contractor and District/Contractor's employee(s) and agent(s) in the course of performing, or as incident thereto, District/Contractor duties pursuant to the agreement shall, immediately upon receipt, preparation, or development, become the exclusive property of ESD 123 in perpetuity of any and all purposes. All items described above shall be provided to and left with the ESD 123.

When ESD 123 obtains such rights, the District/Contractor and District/Contractor's employees and agent(s) shall not, without prior written approval of ESD 123, either during the term of this agreement or at any time thereafter, directly or indirectly disclose or give to any person, firm, partnership, corporation, agency, or political subdivision; any state or federal governmental; any educational agency, institution, or organization any portion of the above-described items and properties or any information acquired in the course of or as an incident to the performance of contracted duties hereunder, for any purpose or reason.

**V. COPYRIGHT**

ESD 123 shall be responsible for the acquisition of any necessary copyright releases for materials used in the performance of services under this Contract. This shall not include materials originated under this Contract to which ownership belongs to ESD 123.

**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 Contract.

**VII. MALPRACTICE INSURANCE**

All Contractors providing services to minors must have valid malpractice insurance coverage. Upon request by ESD 123, Contractor must be able to show evidence of such coverage.

**VIII. TERMINATION**

This Contract may be terminated by the Superintendent upon written notification thereof to the District/Contractor. In the event of termination by the ESD, District/Contractor shall be entitled to an equitable proration of the total compensation provided herein for uncompensated services which have been performed as of the termination.

**IX. VERBAL AGREEMENTS**

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

**X. APPLICABLE LAW**

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

**XI. 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 Contract.

**XII. SUSPENSION AND DEBARMENT**

District/Contractor hereby certified, 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 Contract, including any renewals hereof, it learns that its certification was erroneous when made or has become erroneous by reason of changed circumstances.

**Certificate Of Completion**

Envelope Id: A72DAE49C1BF4011BD3DE820281D1429

Status: Completed

Subject: ESD 123 Teaching &amp; Learning 23-24 Kennewick School District BEST MOU

Dept.: Teaching &amp; Learning

Fiscal Year:

23-24 FY

Source Envelope:

Document Pages: 3

Signatures: 2

Envelope Originator:

Certificate Pages: 7

Initials: 10

ESD 123 Contracts

AutoNav: Enabled

3924 West Court Street

Envelope Stamping: Enabled

Pasco, AL 99301

Time Zone: (UTC-08:00) Pacific Time (US &amp; Canada)

contracts@esd123.org

IP Address: 216.186.5.190

**Record Tracking**

Status: Original

Holder: ESD 123 Contracts

Location: DocuSign

12/14/2023 12:32:30 PM

contracts@esd123.org

**Signer Events****Signature****Timestamp**

Mary Kirby

mkirby@esd123.org

Educator Growth &amp; Development Coordinator

Educational Service District 123

Security Level: Email, Account Authentication  
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 216.186.5.190

Sent: 12/14/2023 12:33:56 PM

Resent: 12/15/2023 7:28:32 AM

Viewed: 12/15/2023 7:56:41 AM

Signed: 12/15/2023 7:56:48 AM

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Molly Hamaker-Teals

Mhamaker-teals@esd123.org

Security Level: Email, Account Authentication  
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 35.135.0.142

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Viewed: 12/20/2023 9:36:42 AM

Signed: 12/20/2023 9:36:52 AM

**Electronic Record and Signature Disclosure:**

Accepted: 8/16/2022 8:53:54 AM

ID: e16555ca-4994-45fe-821e-d336df5560dc

Kristi Hofheins

khofheins@esd123.org

Assistant Superintendent

Security Level: Email, Account Authentication  
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 136.143.149.198

Sent: 12/14/2023 4:13:13 PM

Viewed: 12/15/2023 7:02:46 AM

Signed: 12/15/2023 7:28:30 AM

**Electronic Record and Signature Disclosure:**

Accepted: 8/8/2022 11:30:07 AM

ID: 115d3d8a-1b83-46b7-80ca-1067b922cd36

Michelle Dearlove

mdearlove@esd123.org

Assistant Superintendent, Finance &amp; Operations

Educational Service District 123

Security Level: Email, Account Authentication  
(None)

Signature Adoption: Pre-selected Style



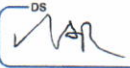

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Viewed: 12/21/2023 5:24:30 PM

Signed: 12/21/2023 5:24:36 PM

**Electronic Record and Signature Disclosure:**

Signer Events	Signature	Timestamp
Not Offered via DocuSign		
Steve McCollough smccollough@esd123.org Superintendent Educational Service District 123 Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 216.186.5.190	Sent: 12/21/2023 5:24:38 PM Viewed: 12/22/2023 12:00:40 PM Signed: 12/22/2023 12:00:45 PM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Traci Pierce traci.pierce@ksd.org Superintendent Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 50.52.43.2	Sent: 1/4/2024 5:00:20 PM Viewed: 1/5/2024 3:04:16 PM Signed: 1/5/2024 3:04:44 PM
<b>Electronic Record and Signature Disclosure:</b> Accepted: 1/5/2024 3:04:16 PM ID: aac4f3e9-7d72-40d4-9337-dcbe198c26f1		
Alyssa St. Hilaire alyssa.sthilaire@ksd.org WADI President Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 50.52.43.2	Sent: 1/5/2024 3:04:46 PM Viewed: 1/5/2024 3:11:06 PM Signed: 1/5/2024 4:32:16 PM
<b>Electronic Record and Signature Disclosure:</b> Accepted: 1/5/2024 3:11:06 PM ID: 6ba3db83-5f64-471f-bdcb-59148c0ff2b7		
Vic Roberts Vic.Roberts@ksd.org Director of Business Operations Kennewick School District Security Level: Email, Account Authentication (None)	 Signature Adoption: Drawn on Device Using IP Address: 50.52.43.2	Sent: 1/5/2024 4:32:17 PM Viewed: 1/12/2024 12:38:42 PM Signed: 1/12/2024 12:39:43 PM
<b>Electronic Record and Signature Disclosure:</b> Accepted: 1/12/2024 12:38:42 PM ID: c0256529-ac36-4ce7-9f47-43781edf45aa		
Dr. Traci Pierce traci.pierce@ksd.org Superintendent Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 50.52.43.2	Sent: 1/12/2024 12:39:45 PM Viewed: 1/16/2024 11:36:30 AM Signed: 1/16/2024 11:36:45 AM
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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp

**Agent Delivery Events****Status****Timestamp**

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

**VIEWED**

Using IP Address: 50.52.43.2

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Viewed: 12/22/2023 12:15:07 PM  
Completed: 12/22/2023 12:23:08 PM

**Electronic Record and Signature Disclosure:**

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**Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Jasmine Martinez  
jamartinez@esd123.org  
Security Level: Email, Account Authentication  
(None)

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Tina Brewer  
tina.brewer@ksd.org

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Viewed: 1/5/2024 3:03:07 PM

Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**

Accepted: 5/8/2023 8:11:01 PM  
ID: 39556c37-da18-413f-a50f-b579269e61fc

Jasmine Martinez  
jamartinez@esd123.org

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Emily Herberg  
eherberg@esd123.org

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Fiscal Clerk

Educational Service District 123

Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**

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Alex Cann  
acann@esd123.org

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Artist

Educational Service District 123

Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**

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Patty Lord  
patty.lord@ksd.org

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Security Level: Email, Account Authentication  
(None)

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Envelope Updated	Security Checked	12/15/2023 7:28:30 AM
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Envelope Updated	Security Checked	12/22/2023 12:23:08 PM
Certified Delivered	Security Checked	1/16/2024 11:36:30 AM
Signing Complete	Security Checked	1/16/2024 11:36:45 AM
Completed	Security Checked	1/16/2024 11:36:48 AM

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Educational Service District 123 (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

#### **How to contact Educational Service District 123:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [kvotaw@esd123.org](mailto:kvotaw@esd123.org)

#### **To advise Educational Service District 123 of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [kvotaw@esd123.org](mailto:kvotaw@esd123.org) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

#### **To request paper copies from Educational Service District 123**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [kvotaw@esd123.org](mailto:kvotaw@esd123.org) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

#### **To withdraw your consent with Educational Service District 123**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to [kvotaw@esd123.org](mailto:kvotaw@esd123.org) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Educational Service District 123 as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Educational Service District 123 during the course of your relationship with Educational Service District 123.