



## Memorandum of Agreement for Services Provided by ESD 123

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

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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 accordance with the BEST grant (Beginning Educator Support Team) 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 Consortium 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:**

- 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 educators.
- 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 or have novice teachers attend ESD 123's monthly new teacher training.
- 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 for full release mentors and 4 times throughout the year for colleague mentors 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 Educators 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.
- v. Keep records of all BEST program activities.
- w. Participate in learning walks with mentor.

**Beginning Educators 2nd & 3rd Year Cohort**

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

D. Responsibilities of District/Contractor:

District agrees 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 Educators 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 Educator compensation for additional duties.

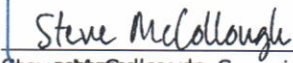
- E. Following its approval by the authorized signatory for the District/Contractor this agreement shall commence and be effective for the period beginning August 1, 2024, and shall terminate at midnight on June 30, 2025, with the exception of Sections III and V on page 2, which will continue to bind the parties, their heirs, and successors.


**PAYMENT PROVISIONS**

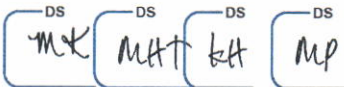
Contract Fees paid by the District/Contractor not to exceed \$200,000.  
ESD 123 shall submit properly computed invoices to the district on a semi-annual basis.

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

**Educational Service District 123**

Signed by:  
 8/1/2024 | 10:05 AM PDT  
 Steve McCullough, Superintendent  
 Educational Service District 123  
 1636.21.7000.6250.00  
 ESD 123 Budget Account Code(s)

Signed by:  
**Kennewick School District**  
 8/1/2024 | 8:57 AM PDT  
 Dr. Traci Pierce, Superintendent  
 Kennewick School District

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**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**

Either party may terminate the Agreement by providing the other party thirty (30) days prior written notice. 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.