



Memorandum of Agreement for Services Provided by ESD 123

Between

Educational Service District 123 (ESD 123)

3924 West Court Street • Pasco, WA 99301

AND

Edison Elementary School

201 S. Dawes St.

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
To provide Edison Elementary School staff up to 17 hours of on-site professional learning and up to 3 hours of additional support in implementing Teacher Clarity throughout the 2024-2025 school year.
- B. Responsibilities of ESD 123:
ESD Teacher Clarity training team will provide up to 17 hours of professional learning on Teacher Clarity. ESD Teacher Clarity team may provide up to 3 hours of additional support (guided learning walks, data collection, etc).
- C. Responsibilities of District/Contractor:
To provide all staff with The Teacher Clarity Playbook, Grades K-12.
To pay invoices in a timely manner.
- D. Following its approval by the authorized signatory for the District/Contractor this agreement shall commence and be effective for the period beginning September 30, 2024, and shall terminate at midnight on August 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 \$3,500
ESD 123 shall submit properly computed invoices to the district monthly.

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

DocuSigned by:
Educational Service District 123
Steve McCullough
 9/20/2024 7:10:22 AM PDT
 Steve McCullough, ESD 123 Superintendent
 1699.12.0000.8250.0000
 ESD 123 Budget Account Code(s)

Signed by:
District/Contractor
Brooke Leppert
 9/20/2024 | 8:12 AM PDT
 Authorized Signatory for District/contractor
 Name: Mia Shindehite
 Title: Principal, Edison Elementary

Federal Tax ID*: 69-091-0191
 Business License No. 034-004-079 State: WA
 or SSN:



*Contractor name and Tax ID must match the information specified on the attached W-9 Request for Taxpayer Identification Number and Certification.
 Tax ID requirements are not applicable for school districts and K-12 Partners.

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: 4D81FA8A176641C89BD6273AFCD46CA7
Subject: ESD 123 Teaching & Learning
23-24 FY[Contractor/District] Teacher Clarity PD Training
Dept.: Teaching & Learning
FiscalYear:
23-24 FY
Source Envelope:
Document Pages: 2
Certificate Pages: 6
AutoNav: Enabled
Envelopeld Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Delivered

Envelope Originator:
Gracie Guerrero
3924 West Court Street
Pasco, AL 99301
gguerrero@esd123.org
IP Address: 216.186.5.190

Record Tracking

Status: Original
9/17/2024 2:40:08 PM

Holder: Gracie Guerrero
gguerrero@esd123.org

Location: DocuSign

Status: Original
9/17/2024 2:56:41 PM

Holder: ESD 123 Contracts
contracts@esd123.org

Location: DocuSign

Signer Events

Mary Kirby
mkirby@esd123.org
Educator Growth & Development Coordinator
Educational Service District 123
Security Level: Email, Account Authentication
(None)

Signature



Signature Adoption: Pre-selected Style
Using IP Address: 216.186.5.190

Timestamp

Sent: 9/17/2024 2:56:41 PM
Viewed: 9/17/2024 2:57:01 PM
Signed: 9/17/2024 2:57:30 PM

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: 69.56.66.70

Sent: 9/17/2024 2:57:32 PM
Viewed: 9/18/2024 8:29:12 AM
Signed: 9/18/2024 1:48:02 PM

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: 9/18/2024 1:48:03 PM
Viewed: 9/18/2024 2:39:43 PM
Signed: 9/18/2024 2:48:27 PM

Electronic Record and Signature Disclosure:
Accepted: 8/8/2022 11:30:07 AM
ID: 115d3d8a-1b83-46b7-80ca-1067b922cd36

Signer Events

Michael Paquette
mpaquette@esd123.org
Assistant Superintendent, Finance & Operations
Educational Service District 123
Security Level: Email, Account Authentication
(None)

Signature



Signature Adoption: Pre-selected Style
Using IP Address: 174.61.215.239

Timestamp

Sent: 9/18/2024 2:48:28 PM
Viewed: 9/19/2024 6:23:45 AM
Signed: 9/19/2024 6:23:51 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Steve McCullough
smccullough@esd123.org
Superintendent
Educational Service District 123
Security Level: Email, Account Authentication
(None)

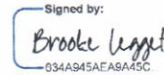


Signature Adoption: Pre-selected Style
Using IP Address: 216.186.5.190

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Signed: 9/20/2024 10:22:04 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Brooke Leggett
Brooke.Leggett@ksd.org
Security Level: Email, Account Authentication
(None)



Signature Adoption: Pre-selected Style
Using IP Address: 205.196.7.2

Sent: 9/24/2024 4:26:21 PM
Viewed: 9/25/2024 7:40:43 AM
Signed: 9/25/2024 8:12:37 AM

Electronic Record and Signature Disclosure:
Accepted: 9/25/2024 7:40:43 AM
ID: 935359a6-c722-4d9d-a4d4-06664920db4c

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Gracie Guerrero
gguerrero@esd123.org
Security Level: Email, Account Authentication
(None)

Sent: 9/25/2024 8:12:41 AM
Viewed: 9/27/2024 10:13:13 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Mia Shindehite
mia.shindehite@ksd.org
Security Level: Email, Account Authentication
(None)

COPIED

Sent: 9/24/2024 4:26:22 PM

Electronic Record and Signature Disclosure:
Accepted: 9/23/2024 1:42:13 PM
ID: fc77c819-e564-42c0-941c-373ed46755be

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

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Sent: 9/25/2024 8:12:38 AM
Viewed: 9/25/2024 8:48:55 AM