



Memorandum of Agreement

WHEREAS, the Kennewick School District desires to enter into an agreement with Educational Service District No. 123 to *purchase* Student Assistance Profesional (SAP) services for the 2022-2023 school year. The Kennewick School District will purchase Eleven (11) days of SAP services and the Educational Service District 123 will fund two (4) days of SAPISP services for a total of Fifteen (15) days of SAP services for the 2022-2023 school year.

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:

TERM OF CONTRACT: September 1, 2022, through August 31, 2023

DISTRICT SUPERVISOR: Dr. Traci Pierce, Superintendent

TOTAL FUNDS AVAILABLE: \$ 161,345.00

KENNEWICK SCHOOL DISTRICT agrees to provide:

1. A confidential space to provide counseling under RCW 28A.170;
2. Access to a phone in a confidential space;
3. Access to students for individual and group counseling;
4. Meetings with school administration to be scheduled by staff and school personnel;
5. Access to school copier, fax, and other equipment;
6. Commitment that no other Kennewick School District employee will use Prevention/Intervention Specialist computer equipment for any reason (confidential information is stored on computer);
7. Remit to Educational Service District 123 upon receipt of invoice.

The Educational Service District No. 123 agrees to:

1. Provide Fifteen (15) days of Student Assistance Profesional Program (SAP) services to the Kennewick School District during the 2022-2023 school year;
2. Provide supervision and administrative support for SAP staff.
3. Provide professional development and training for SAP staff.
4. Provide program data to the school administration a minimum of two times per year;
5. Provide a computer, printer, supplies, and materials for the Student Assistance Profesional;
6. Provide services under RCW 28A.170 and comply with all state and federal laws of confidentiality, CFR42.
7. Invoice Kennewick School District two times per year for services rendered.

Supplanting:

No use of these funds to supplant any existing programs.

Termination:

Either party may terminate this agreement following thirty (30) days of written notice to the other parties, delivered to the other party, or mailed to the other party at the addresses stated below the signatures verifying acceptance of this contract.

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.

Indemnification:

Kennewick School District and the Educational Service District No. 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 Kennewick School District or the Educational Service District No.123 employees or agents performance or failure to perform duties pursuant to this contract.

Verbal Agreements:

This written contract constitutes the mutual agreement of the Educational Service District No. 123 and the Kennewick School District as a whole. No alteration 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.

Applicable Law:

This Contract shall be governed by the laws of the State of Washington.

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.

Suspension and Debarment:

Consultant/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 contracts 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).

Contractor/Consultant 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.

The length of this contract is for the 2022-2023 school year. All terms and conditions of this agreement are reflected in this written document. Any changes to the terms of this agreement must be approved in writing by both parties.

DocuSigned by:

Steve McCullough

Steve McCullough, Superintendent
Educational Service District 123
3924 W. Court Street
Pasco, WA 99301
Date: 7/21/2022 | 7:44 AM PDT

DocuSigned by:

Dr. Traci Pierce

Dr. Traci Pierce, Superintendent
Kennewick School District
1000 W. 4th Ave.
Kennewick, WA 99336
Date: 8/2/2022 | 12:10 PM PDT

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