



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

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 Kennewick School District desires to enter into an agreement with the Educational Service District No. 123 to purchase Student Assistance Professional (SAP) services for the 2023-2024 school year. The Kennewick School District will purchase SAP services and the Educational Service District 123 will provide 3 Student Assistance Professionals that will continue to provide services at 6 secondary schools within the Kennewick School District. These locations include: Kennewick High School, Legacy High School, Highlands Middle School, Park Middle School, Chinook Middle School, and Horse Heaven Hills Middle School

B. Responsibilities of ESD 123:

1. Provide 3 Student Assistance Professionals to the Kennewick School District during the 2023-2024 school year that will each provide 5 days a week of services;
2. Provide supervision and administrative support for SAP staff.
3. Provide professional development and training for SAP staff.
4. Provide program data to school administration at a minimum two times per year;
5. Provide a computer, printer, supplies and materials for the Student Assistance Professional;
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.

C. Responsibilities of District/Contractor:

1. A confidential space to provide counseling under RCW 28A.170;
2. Access to a phone in 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.

- D. Following its approval by the authorized signatory for the District/Contractor this agreement shall commence and be effective for the period beginning September 1, 2023, and shall terminate at midnight on August 31, 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 District/Contractor not to exceed \$170,000.00
ESD 123 shall submit properly computed invoices to the district twice per year.

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

Educational Service District 123

DocuSigned by:
Steve McCullough 9/25/2023 | 11:16 AM PDT
Steve McCullough, ESD 123 Superintendent

2072.81.0000.824
ESD 123 Budget Account Code(s)

Kennewick School District

DocuSigned by:
Dr. Traci Pierce 9/27/2023 | 10:50 AM PDT
Dr. Traci Pierce, Kennewick School District
Superintendent

Name: Traci Pierce
Title: Superintendent

DS DS DS
[Signatures]

Federal Tax ID*:
Business License No.
or SSN:

State: WA

DS DS DS DS
am DC kp MD

*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.