



MEMORANDUM OF AGREEMENT AMENDMENT #1



BETWEEN

Educational Service District 123

(Hereinafter referred to as ESD 123)

3924 West Court Street

Pasco, WA 99301

Tel: (509) 547-8441

Fax: (509) 544-5795

AND

Kennewick School District

(Hereinafter referred to as District)

1000 W. 4th Avenue

Kennewick, WA 99336

Tel: (509) 222-5000

WHEREAS the Educational Service District 123 (ESD 123) and Kennewick School District desire to enter into an agreement.

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

I. PURPOSE:

The purpose of this Agreement is to provide district enrolled student(s) educational services through Candy Mountain Academy. Candy Mountain Academy is a program operated by ESD 123 designed to address the academic and behavioral needs of students with maladaptive behaviors.

The goal of Candy Mountain Academy is to teach students how work appropriately in classrooms and transition them back to their home district. This is accomplished through consistent and honest feedback paired with opportunities to practice those behaviors in a school environment.

II. DISTRICT AGREES TO:

- 1) Acknowledge that by entering into this Agreement it is causing financial commitments by other parties, and therefore, agrees not to terminate prior to the expirations date without consent of ESD 123, except when such situations are beyond control of District (e.g. student withdrawal).
- 2) Have full responsibility for students' evaluation(s), transcript, and participation and attendance in the IEP development and meetings.
- 3) Complete all state and federal reporting for District students. District shall report the students on District's P223 and P223H.
- 4) Maintain all responsibilities as the resident district, including providing for free and appropriate education (FAPE). Extended school year services and assistive technology devices, as required by the student's IEP, will be the responsibility of District.
- 5) Ensure Candy Mountain Academy receives all pertinent documentations related to the student's educational program (e.g., IEP, evaluation, vaccination record, testing scores, transcripts, etc.).

- 6) Provide transportation of students to and from Candy Mountain Academy and assume full responsibility for all costs associated with transportation.
- 7) Pay ESD 123 in accordance with this Agreement, the service cost required to support District's students(s) for annual placement and services within Candy Mountain Academy. If a student requires more intensive support beyond the basic Candy Mountain Academy staffing (e.g., 2:1 assistant support, nursing services, specialty teacher services, etc.), the additional costs will be negotiated between Candy Mountain Academy and District. *The additional costs will be described in Appendix A.*
- 8) Compensate ESD 123 for services within 30 days of invoice receipt.

III. EDUCATIONAL SERVICE DISTRICT 123 AGREES TO:

- 1) Create an oversee operation of Candy Mountain Academy, a program for students with severe maladaptive behaviors.
- 2) Provide academic services and behavioral support to enrolled District students as identified in students' IEPs.
- 3) Ensure Candy Mountain Academy staff are appropriately trained to work with students who become enrolled in Candy Mountain Academy.
- 4) Review each admitted student for appropriate placement less than 30 days prior to enrollment of Academy enrollment.
- 5) Collaborate with District to maintain compliance in support of District's Safety Net applications for enrolled students.
- 6) Inform District of classes completed per semester along with a report of appropriate additions to students' transcripts.
- 7) Create an advisory council consisting of 5 representatives from participating districts. The purpose of such advisory council is to monitor the performance of this Agreement and recommend amendment(s) to the Agreement. Additionally, the advisory council will be responsible for making recommendations to the Director of Candy Mountain Academy regarding policies unique to the operation of Candy Mountain Academy. The advisory council will meet as needed. Recommendations by the advisory council will be made by a vote of greater than 50% of a quorum. A quorum is at least 50% of the representatives appointed to the advisory council.
- 8) Invoice District once per month.

IV. TERM OF AGREEMENT:

This agreement shall commence on August 1, 2022 and shall terminate on June 30, 2023.

V. TERMINATION:

This agreement may be terminated up 30 days' notice in writing by either party to the agreement.

VI. PROHIBITION AGAINST ASSIGNMENT:

Neither this agreement nor any interest therein may be assigned by either party without first obtaining the consent of the other party.

VII. SUPPLANT:

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

VIII. INDEMNIFICATION:

The District and 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 District or ESD 123 employees or agents' performance, or failure to perform duties pursuant to this agreement.

IX. APPLICABLE LAW:

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

X. VERBAL AGREEMENTS:

This written agreement constitutes the mutual agreement of the District and ESD 123 in whole. No alteration or variation of the terms of this Agreement, and no oral understandings or agreements not incorporated herein, unless made in writing between the parties hereto, shall be binding.

XI. SUSPENSION AND DEBARMENT

District 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). District shall provide immediate written notice to ESD 123 if, at any time during the term of this Agreement, including any renewals hereof, it learns that its certification was erroneous when made or has become erroneous by reason of changed circumstances.

XII. 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 agreement.

SIGNATURES:

In witness whereof, the Superintendent of ESD 123 and District certify that they have read, understood, and executed this entire agreement.

DocuSigned by:

Dr. Traci Pierce

502846115085100

Dr. Traci Pierce, Superintendent
Kennewick School District

Date 10/26/2022 | 2:31 PM PDT

DocuSigned by:

Steve McCullough

80292001031130

Steve McCullough, Superintendent
Educational Service District 123

Date 10/7/2022 | 9:50 AM PDT

DS DS DS DS DS DS
CP TT MD LB MS

APPENDIX A:

2022-2023 Student Tuition and Fees for Services for Kennewick School District

Enrollment Count	Annual Tuition	Total
4	\$95,000.00	\$380,000.00
Amendment #1 (Beginning October 2022)		
1	\$85,500.00	\$465,500.00

The monthly billing will reflect an average cost to the school district over a ten-month period for contracted services.

DS

CF

DS

TT

DS

MD

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SA

DS

LB

DS

MS

DS

