



Memorandum of Agreement

WHEREAS, the Educational Service District 123/KEY Connection Community (ESD 123/KEY Connection Community) and Kennewick School District, desire to enter into an agreement to pilot the Second Step Digital Program. The pilot is a component of the ESD 123/KEY Connection whose mission is to prevent youth substance use and promote mental health. A goal of the ESD 123/KEY Connection Community is to provide Social Emotional Learning (SEL) curriculum to schools that are ready and have the capacity to implement the curriculum with fidelity as part of classroom instruction.

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

ending June 30th, 2023

Kennewick School District agrees to:

- 1) Allow three elementary schools to participate in the Second Steps pilot program (selected schools are Washington Elementary, Edison Elementary, and Sunset View Elementary)
- 2) Require staff teaching the Second Steps program, to complete the online training prior to implementation
- 3) Communicate progress with Kristi Sharpe, ESD 123/Key Connection Community Coordinator as requested
- 4) The Kennewick School District K-12 District MTSS SEB Specialist will provide, to ESD 123 by the 5th of each month, student attendance records and demographic data for reporting purposes only including the following: **Name, DOB, Race & Ethnicity**
- 5) Implement the Second Steps digital program with fidelity in at least one classroom in each of the three identified schools

Educational Service District 123/KEY Connection Community agrees to:

- 1) Purchase Second Steps digital program for grades K-8;
- 2) Provide online licenses and set up for Washington Elementary, Edison Elementary, and Sunset View Elementary;
- 3) Collect data outlined above, which will **only** be used for reporting purposes to the HCA (Healthcare Authority) / CPWI (Community Prevention & Wellness Initiative);
- 4) Share data results with Washington Elementary, Edison Elementary, and Sunset View Elementary; and,
- 5) Secure all data in accordance with the confidentiality guidelines set forth by HCA for student records.

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.

Supplant:

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

Indemnification:

Each party agrees that with respect to any claim or lawsuit arising out of the activities described in this contract, each party shall only be responsible for that portion of any liability resulting from the actions or omissions of its own directors, officers, employees, and agents. Each party and its respective directors, officers, employees, and agents shall defend, indemnify and hold harmless the other party from and against any and all liability, loss, expense, attorney fees, or claims for injury or damages caused by or resulting from the actions or omission of the indemnifying party.

Federal/State Laws

Educational Service District 123/KEY Connection Community agrees to abide by all pertinent state and federal laws and regulations in the performance of its obligations hereunder.

Non-Exclusion Clause

Educational Service District 123/KEY Connection Community represents and warrants that it has not been excluded from or barred from participation in any government health care program, including but not limited to Medicare, Medicaid, CHAMPUS, Tricare, or the retired railway workers benefit program, nor has it received a criminal conviction related to such health care program. The notice must be given immediately if Educational Service District 123/KEY Connection Community becomes excluded or barred from any of the above programs.

Confidentiality Clause

In the course of performing under this Agreement, Educational Service District 123/KEY Connection Community including its employees, agents, or representatives may receive, be exposed to, or acquire Confidential Information. Confidential information may include but is not limited to patient information, contract terms, or proprietary data in any form, whether written or oral, or contained in any computer database or computer-readable form. Educational Service District 123/KEY Connection Community shall i) not disclose Confidential Information except as permitted by this Agreement; ii) only permit the use of such Confidential Information by employees, agents, and representatives having a need to know in connection with performance under this Agreement, and (iii) advise each of their employees, agents, and representatives of their obligations to keep such Confidential Information confidential.

Amendment Clause

All amendments must be in writing and be approved and signed by both parties.

Verbal Agreements:

This written contract constitutes the mutual agreement of the Educational Service District 123/KEY Connection Community 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.

Dispute, Appeal, and Arbitration Clauses

In the event that any dispute between the parties arises out of this agreement, the parties agree to meet and confer on any issue that is the subject of a dispute under this Agreement. In the event the parties are unable to resolve a dispute, the parties shall submit the dispute to binding arbitration by a single arbitrator in accordance with the commercial arbitration rules of the American Arbitration Association. The arbitrator shall have the discretion to award to the prevailing party, if any, that party's attorney's fees and costs or otherwise apportion the parties' attorney's fees and costs between them as part of the arbitrator's decision. The parties agree that the applicable Washington State statutes of limitations will apply to any such claims brought in arbitration by either party to this Agreement.

Independent Contractor

Educational Service District 123/KEY Connection Community in its performance of the services shall be and remain an independent contractor and nothing herein shall be construed to be inconsistent with this relationship or status. Educational Service District 123/KEY Connection Community shall employ the required personnel for the performance of the Services, and such personnel shall be and remain at all times the service providers' employees.

Termination Clause

Either party may terminate this Agreement without cause by giving written notice to the other party at least ninety (90) days in advance of the termination specified in such notice.

In the event of a default by either party in the performance of its obligations, the other party may terminate this Agreement by giving sixty (60) days' written notice to the defaulting party. Remedy of such default within thirty (30) days of receipt of the notice (the "Cure Time") shall revive this Agreement for the remainder of the term. If the defaulting party cures such breach within the Cure Time, the defaulting party shall give the other party written notification prior to the end of the Cure Time describing how the breach was cured. If the defaulting party fails to cure such breach within the Cure Time, this Agreement shall terminate following the expiration of sixty (60) days as specified in the termination notice.

Assignment

Neither party may assign its duties, rights, or obligations under this Agreement without the prior written approval of both parties. Such approval shall not be unreasonably withheld.

Change in Law

The parties hereto agree that in the event that legislation is enacted or regulations are promulgated or a decision of the court is rendered or any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation is published that affects or may affect the legality of this Agreement or any part thereof or materially and adversely affects the ability of either party to perform its obligations or receive the benefits intended hereunder ("Adverse Change in Law"), then within fourteen (14) days following written notice by either party to the other party of such Adverse Change in Law, the parties shall meet to negotiate in good faith an amendment which will carry out the original intention of the parties to the extent possible in light of the Adverse Change in Law. If despite good faith attempts, the parties cannot reach an agreement upon an amendment within sixty (60) days after commencing negotiation, then this Agreement may be terminated by either party as of the earlier of (i) the effective date of the Adverse Change in Law or (ii) the expiration of a period of sixty (60) days following written notice of termination provided by one party to the other.