

**SCIENCE MATERIAL KIT
SERVICES AGREEMENT**

Between

**Kennewick School District,
Operators of the Science Resource Center**
(Hereinafter referred to as the **KSD/SRC**)
1000 West Fourth Avenue
Kennewick, Washington 99336

And

Candy Mountain Academy
(Hereinafter referred to as the **DISTRICT**)
910 Northgate Dr.
Richland, WA 99352

1. **Purpose.** This Agreement between Kennewick School District operators of the Science Resource Center (the “KSD/SRC”) and Candy Mountain Academy (the “District”) is made for the purpose of providing the District with the services of supervision of the staff and operations of the Regional Science Materials Cooperative including the services as set forth in Appendix “A.,” hereof.
2. **Term.**
 - 2.1. **Initial Term.** The initial term for the Agreement shall be from September 1, 2022 to August 31, 2023.
 - 2.2. **Renewal.** Subject to the termination provisions below, this Agreement shall automatically be renewed for the same period each subsequent year unless the District gives written notice of its election to terminate the Agreement by April 30th prior to the end of the current term. In the event the District fails to provide notice of election to terminate by April 30th, then in addition to any other damages required to be paid pursuant to Section 8 below, the District shall be obligated to pay all fees for the renewal term upon invoicing by KSD/SRC.

3. **Organization and Governance.** The parties agree KSD/SRC is authorized as the legal and administrative entity to govern and direct the operation of this Agreement and the parties' obligations hereunder in accordance with terms of this Agreement and KSD/SRC's adopted policies and procedures.
4. **Responsibilities of KSD/SRC**
 - 4.1 **PROGRAM– KSD/SRC** agrees to provide the District with the services of supervision of the staff and operations of the Science Kit Materials including the services as set forth in Appendix "A.," hereof.
 - 4.2 **COST** Total cost to the District for Science Material Kit Services listed above will be as stated in 5.2, 5.3, & 5.4 below.
5. **Responsibilities of the District.**
 - 5.1 The District does, through the signing of this contract, agree to be a member of KSD/SRC and to abide by the Constitution and By-laws of the Southeast Washington LASER Alliance.
 - 5.2 The District shall pay to KSD/SRC a fee for kit refurbishment as set each year by KSD/SRC and the Alliance Advisory Board. The District fee for 2022-2023 will be One hundred sixty-five dollars per use of each elementary science kit. **Additionally, the district shall pay a late fee of \$60 per kit when kits are not returned on the assigned due date. If kit (s) are not returned within 2 weeks of assigned due date, the district will pay a kit replacement fee.**
 - 5.3 Other costs for services may be charged to the DISTRICT including purchase of teacher guides, science notebooks and loss of non-refurbished material essential to the science kit.
 - 5.4 Should any services beyond the scope of this agreement be requested by the district or required of KSD/SRC, the District and KSD/SRC will negotiate an amount for other services to be included in a contract addendum.
6. **Assignment.** Neither this Agreement nor any interest therein may be assigned by either party without the prior written consent of the other party.
7. **Mutual Termination.** This Agreement may be terminated by mutual agreement by the parties.
8. **Unilateral Termination by District.**
 - 8.1. **Definition.** A "unilateral termination by the District" is a withdrawal from or termination of the agreement prior to the expiration of the initial or any renewal term.

8.2 Damages. By entering into this Agreement, the District acknowledges that no liquidated damage claims will be submitted by KSD/SRC beyond the amount of the yearly fee stated in 5.2 and other services in 5.4 above.

9. Termination by KSD/SRC.

9.1. Breach by District. In the event the District fails or neglects to pay or perform according to the terms of this Agreement, KSD/SRC may terminate this Agreement upon thirty (30) days written notice to the District and the District shall be responsible for payment of all damages as described in Section 8 above.

9.2 Upon Dissolution of Fee for Services Program. KSD/SRC reserves the right to dissolve this fee for services program and terminate this Agreement when in KSD/SRC's judgment its participation in this fee for services program does not afford an educational or financial advantage in quality or quantity of services called for in this Agreement. LASER will give the District 120 days notice of the dissolution of this program. In the event of dissolution of this fee for services program, all assets acquired by KSD/SRC from any monetary source or assets donated and placed in service for this fee for services program during the life of the Agreement shall be distributed to member Districts and KSD/SRC as agreed upon by the Board.

10. Termination for Breach.

If either party fails to comply with the terms and conditions of this agreement, the other party, upon 30 days prior written notice to the breaching party, may terminate this agreement with no continuing financial liability to the non-breaching party.

11. Employment Representation.

During the term of this contract, an employee(s) of KSD/SRC may have contact with public school children. Therefore, KSD/SRC is prohibited from employing any person who has pled guilty or been convicted of any felony crime involving the physical neglect, injury, death or sexual abuse or exploitation of a minor. Failure of KSD/SRC to comply with this section shall be grounds for immediate termination of this contract.

12. Indemnification.

KSD/SRC agrees to protect, defend, indemnify and hold the District, its officers, agents and employees harmless from any and all claims and losses for bodily injury, including death, and/or property damage to the extent such claims or losses arise or result from the KSD/SRC's negligent performance under this Agreement.

13. Waiver. No provision of this Agreement or the right to receive reasonable performance of any act called for by its terms shall be deemed waived by a waiver of a breach thereof as to a particular transaction or occurrence.

14. Severability. If any term of condition of this Agreement or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other terms, conditions, or applications of the Agreement which can be given effect without the invalid term, condition, or application and, to this end, the terms and conditions of this Agreement are declared severable.

- 15. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Washington and any action or litigation undertaken to enforce the terms of this Agreement shall be conducted in Benton County, Washington.
- 16. **Whole Agreement.** The parties agree that this Agreement, together with all appendices, if any, constitute the entire agreement between the parties and supersedes all prior or existing written or oral agreements between the parties and may not be amended other than in writing signed by the parties.
- 17. **Attorneys Fees and Costs.** In the event litigation arises out of this Agreement, the losing party agrees to pay the prevailing party's attorney fees incident to said litigation, together with all costs and expenses incurred in connection with such action, whether incurred in trial court or on appeal.
- 18. **Captions.** Paragraph headings have been included for the convenience of the parties and shall not be considered a part of the Agreement for any purpose relating to construction or interpretation of the terms of this Agreement.
- 19. **Opportunity Without discrimination.** KSD/SRC and the District agree to comply with all applicable state and federal rules and regulations, which prohibit discrimination based on race, color, creed, religion, national origin, age, sex, marital status, or the presence of any sensory, mental or physical disability. Inquiries regarding compliance and/or grievance procedures for KSD/SRC may be directed to KSD/SRC at its address above.
- 20. **Authority.** The terms and conditions of this Agreement to which the parties agree are being entered into by appropriate resolutions of the respective boards of directors of KSD/SRC and the District.

IN WITNESS WHEREOF, the District and KSD/SRC have executed this Agreement on the date and year indicated below.

KENNEWICK SCHOOL DISTRICT/SRC
~~DocuSigned by:~~

By: Dr. Traci Pierce Date: 12/29/2022 | 11:27 AM PST

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AB MS [Signature]

AUTHORIZED CANYON MOUNTAIN ACADEMY OFFICIAL
~~DocuSigned by:~~

By: Steve McCullough Date: 11/18/2022 | 7:13 AM PST

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DS CF DS TT DS MD

Appendix A

SERVICES PROVIDED BY KENNEWICK SCHOOL DISTRICT/SRC

- Provide technical assistance in regards to purchasing science kits
- Prepare and distribute science kits
- Replenish consumable materials in kits
- Refurbishing kits as necessary
- Purchase consumable materials in a cost effective manner
- Maintain a current inventory of kits and consumable materials
- Provide a checkout system for kits as necessary
- Schedule delivery of kits to districts, schools and classrooms

^{DS} CF ^{DS} TT ^{DS} MD ^{DS} SA

^{DS} AB ^{DS} MS ^{DS} VAN ^{DS} DTP