



MEMORANDUM OF AGREEMENT

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 or Contractor)
1000 W 4th Ave
Kennewick, WA 99336
Tel:
Fax:

WHEREAS, the Educational Service District No. 123 (ESD 123) and Kennewick School District desire to enter into an agreement for PD Enroller Services and Kennewick School District

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:

I. PURPOSE:

The purpose of this Agreement is for Kennewick School District to have access to pdEnroller registration and Clock Hour services through the ESD 123 pdEnroller portal.

II. RESPONSIBILITIES:

A. ESD's Responsibilities:

- 1- Providing access to pdEnroller registration and Clock Hour services
2- Invoice district based upon October 1, 2022 student FTE count at a rate of \$1.25 per student FTE.
3- Act as a liaison between the district and ESD 112 when troubleshooting issues or requesting system updates.

B. District/Contractor's Responsibilities:

See attached for complete list of district responsibilities.

III. TERM OF THE AGREEMENT:

This Agreement shall commence on the first day of October, 2022 and shall terminate at midnight on the last day of July, 2023.

IV. TERMINATION:

This agreement may be terminated upon 10 days' notice in writing by either party to the agreement.

V. 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.

VI. SUPPLANT:

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

VII. 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 agreement.

VIII. APPLICABLE LAW:

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

IX. VERBAL AGREEMENTS:

This written agreement constitutes the mutual agreement of the District/Contractor and ESD 123 as a 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.

X. SUSPENSION AND DEBARMENT:


District/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 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 Agreement, including any renewals hereof, it learns that its certification was erroneous when made or has become erroneous by reason of changed circumstances.

XI. NONDISCRIMINATION:

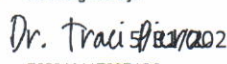
No person shall, on the grounds of race, creed, color, national origin, gender, or handicapping condition be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under activities performed pursuant to this Agreement.

SIGNATURES:

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

DocuSigned by:
 | 4:56 PM PDT
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Steve McCullough, Superintendent ESD 123 Date

DocuSigned by:
 | 11:17 AM PDT
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District/Contractor's Signature Date

I. PURPOSE:

The purpose of this Agreement is for Kennewick School District to have access to pdEnroller registration and Clock Hour services through the ESD 123 pdEnroller portal.

II. RESPONSIBILITIES:

A. Kennewick School District agrees to:

- 1- Payment upon receipt of invoice in the amount of \$1.25 per student FTE.
- 2- Confirm October 1, 2022 student FTE count (19,299).
- 3- Maintain clock hour approval process compliant with WAC 181-85-200
- 4- Be responsible for managing district pdEnroller content.
- 5- Designate an individual(s) to be the liaison with ESD 123.
- 6- Provide staff who will maintain and administer pdEnroller on a district level.
- 7- Not disclose or make available any software or documentation associated with the services to any parties or persons not using the services on behalf of the district.
- 8- Not change, modify, or alter any software without prior written permission, nor infringe on or violate any vendor license agreement entered into on their behalf.

B. Educational Service District 123 will be responsible for:

- 1- Providing access to pdEnroller registration and Clock Hour services
- 2- Invoice district based upon October 1, 2022 student FTE count at a rate of \$1.25 per student FTE.
- 3- Act as a liaison between the district and ESD 112 when troubleshooting issues or requesting system updates.