



# 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 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.

B. Responsibilities of ESD 123:

1. Providing access to pdEnroller registration and Clock Hour services
2. Invoice district based upon October 1, 2023 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.

C. Responsibilities of District/Contractor:

1. Payment upon receipt of invoice in the amount of \$1.25 per student FTE.
2. Confirm October 1, 2023 student FTE count (19,563).
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.

- D. Following its approval by the authorized signatory for the District/Contractor this agreement shall commence and be effective for the period beginning August 1, 2023, and shall terminate at midnight on July 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 \$24,453.75.

ESD 123 shall submit properly computed invoices to the district upon receipt of contract.

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

### Educational Service District 123

Steve McCullough 2/15/2024 | 10:43 AM PST

Steve McCullough, Superintendent  
Educational Service District 123

0107.12.0000.8240

ESD 123 Budget Account Code(s)

DS MB DS MAT DS KH DS MDDOF

### Kennewick School District

Dr. Traci Pierce 3/1/2024 | 10:09 AM PST

Dr. Traci Pierce, Superintendent  
Kennewick School District

DS TB DS ASH DS [Signature]

**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.

**Certificate Of Completion**

Envelope Id: DB2FD1B8B8EA4351B598D29C4F3EB351

Status: Completed

Subject: ESD 123 Teaching &amp; Learning, 2023/2024. Kennewick School District MOU PD Enroller.

Dept.: Teaching &amp; Learning

FiscalYear:

23-24 FY

Source Envelope:

Document Pages: 2

Signatures: 2

Certificate Pages: 7

Initials: 7

AutoNav: Enabled

Envelopeld Stamping: Enabled

Time Zone: (UTC-08:00) Pacific Time (US &amp; Canada)

Envelope Originator:

Rene Cooper

3924 West Court Street

Pasco, AL 99301

rcooper@esd123.org

IP Address: 216.186.5.190

**Record Tracking**

Status: Original

2/5/2024 8:40:41 AM

Holder: Rene Cooper

rcooper@esd123.org

Location: DocuSign

Status: Original

2/5/2024 8:46:47 AM

Holder: ESD 123 Contracts

contracts@esd123.org

Location: DocuSign

**Signer Events**

Molly Brinkley

mbrinkley@esd123.org

Security Level: Email, Account Authentication  
(None)**Signature**A blue ink signature of Molly Brinkley, appearing as 'MB', enclosed in a blue rectangular box with a small 'DS' icon in the top right corner.

Signature Adoption: Pre-selected Style

Using IP Address: 216.186.5.190

**Timestamp**

Sent: 2/5/2024 8:46:47 AM

Viewed: 2/9/2024 4:12:28 PM

Signed: 2/12/2024 7:29:13 AM

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

MOLLY E HAMAKER-TEALS

mhamaker-teals@esd123.org

Security Level: Email, Account Authentication  
(None)A blue ink signature of Molly E Hamaker-Teals, appearing as 'MHT', enclosed in a blue rectangular box with a small 'DS' icon in the top right corner.

Signature Adoption: Drawn on Device

Using IP Address: 216.186.5.190

Sent: 2/12/2024 7:29:15 AM

Viewed: 2/13/2024 11:16:36 AM

Signed: 2/13/2024 11:16:56 AM

**Electronic Record and Signature Disclosure:**

Accepted: 8/16/2022 8:53:54 AM

ID: e16555ca-4994-45fe-821e-d336df5560dc

Krisit Hofheins

Khofheins@esd123.org

Assistant Superintendent

Security Level: Email, Account Authentication  
(None)A blue ink signature of Krisit Hofheins, appearing as 'KH', enclosed in a blue rectangular box with a small 'DS' icon in the top right corner.

Signature Adoption: Pre-selected Style

Using IP Address: 216.186.5.190

Sent: 2/13/2024 11:16:57 AM

Viewed: 2/14/2024 9:52:09 AM

Signed: 2/14/2024 9:52:19 AM

**Electronic Record and Signature Disclosure:**


Accepted: 8/8/2022 11:30:07 AM

ID: 115d3d8a-1b83-46b7-80ca-1067b922cd36

## Signer Events

Michelle Dearlove, Director of Finance  
mdearlove@esd123.org  
Security Level: Email, Account Authentication  
(None)

## Signature

DS  


Signature Adoption: Pre-selected Style  
Using IP Address: 216.186.5.190

## Timestamp

Sent: 2/14/2024 9:52:20 AM  
Viewed: 2/14/2024 4:26:41 PM  
Signed: 2/14/2024 4:26:46 PM

### Electronic Record and Signature Disclosure:

Accepted: 2/14/2024 4:26:41 PM  
ID: 0003880c-d2a7-4bd8-b653-fc739ee44d1c

Steve McCollough  
smccollough@esd123.org  
Superintendent  
Educational Service District 123  
Security Level: Email, Account Authentication  
(None)

DocuSigned by:  
  
B2D6D628A9814B6...

Signature Adoption: Pre-selected Style  
Using IP Address: 216.186.5.190

Sent: 2/14/2024 4:26:48 PM  
Viewed: 2/15/2024 10:43:35 AM  
Signed: 2/15/2024 10:43:40 AM

### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Tina Brewer  
tina.brewer@ksd.org  
Security Level: Email, Account Authentication  
(None)

DS  


Signature Adoption: Pre-selected Style  
Using IP Address: 50.52.43.2

Sent: 2/15/2024 10:49:57 AM  
Viewed: 2/29/2024 11:26:16 AM  
Signed: 2/29/2024 11:26:58 AM

### Electronic Record and Signature Disclosure:

Accepted: 5/8/2023 8:11:01 PM  
ID: 39556c37-da18-413f-a50f-b579269e61fc

Alyssa St. Hilaire  
alyssa.sthilaire@ksd.org  
WADI President  
Security Level: Email, Account Authentication  
(None)

DS  



Signature Adoption: Pre-selected Style  
Using IP Address: 50.52.43.2

Sent: 2/29/2024 11:26:59 AM  
Viewed: 2/29/2024 12:52:58 PM  
Signed: 2/29/2024 12:53:39 PM

### Electronic Record and Signature Disclosure:

Accepted: 2/29/2024 12:52:58 PM  
ID: 013e7e4d-14bf-4e64-aa4a-3cbafbe38c78

Vic Roberts  
Vic.Roberts@ksd.org  
Director of Business Operations  
Kennewick School District  
Security Level: Email, Account Authentication  
(None)

DS  



Signature Adoption: Drawn on Device  
Using IP Address: 50.52.43.2

Sent: 2/29/2024 12:53:40 PM  
Viewed: 2/29/2024 12:55:01 PM  
Signed: 3/1/2024 9:35:33 AM

### Electronic Record and Signature Disclosure:

Accepted: 2/29/2024 12:55:01 PM  
ID: fe6c6224-fb2a-4c99-9dba-0b6fd6b03f0f

Dr. Traci Pierce  
traci.pierce@ksd.org  
Superintendent  
Security Level: Email, Account Authentication  
(None)

DocuSigned by:  
  
E9284A11E98E4CC...

Signature Adoption: Pre-selected Style  
Using IP Address: 50.52.43.2

Sent: 3/1/2024 9:35:34 AM  
Viewed: 3/1/2024 10:09:04 AM  
Signed: 3/1/2024 10:09:14 AM

### Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
Accepted: 3/1/2024 10:09:04 AM ID: 39ac0341-13e5-4f76-8e24-0a4d06b7077c		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Patty Lord patty.lord@ksd.org Security Level: Email, Account Authentication (None)	<div>VIEWED</div> Using IP Address: 50.52.43.2	Sent: 2/15/2024 10:43:41 AM Viewed: 2/15/2024 10:44:48 AM Completed: 2/15/2024 10:49:57 AM
<b>Electronic Record and Signature Disclosure:</b> Accepted: 2/15/2024 10:44:48 AM ID: 31dc8cc9-5533-4e88-9d44-e55de36a9b0d		
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Rene Cooper, Administrative Assistant rcooper@esd123.org Security Level: Email, Account Authentication (None)	<div>COPIED</div>	Sent: 3/1/2024 10:09:17 AM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Emily Herberg eherberg@esd123.org Fiscal Clerk Educational Service District 123 Security Level: Email, Account Authentication (None)	<div>COPIED</div>	Sent: 3/1/2024 10:09:18 AM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Alex Cann acann@esd123.org Artist Educational Service District 123 Security Level: Email, Account Authentication (None)	<div>COPIED</div>	Sent: 3/1/2024 10:09:18 AM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Patty Lord patty.lord@ksd.org Security Level: Email, Account Authentication (None)	<div>COPIED</div>	Sent: 3/1/2024 10:09:20 AM
<b>Electronic Record and Signature Disclosure:</b> Accepted: 2/15/2024 10:44:48 AM ID: 31dc8cc9-5533-4e88-9d44-e55de36a9b0d		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/5/2024 8:46:47 AM
Envelope Updated	Security Checked	2/15/2024 10:49:57 AM
Envelope Updated	Security Checked	2/15/2024 10:49:57 AM
Envelope Updated	Security Checked	2/15/2024 10:49:57 AM
Envelope Updated	Security Checked	2/15/2024 10:49:57 AM
Certified Delivered	Security Checked	3/1/2024 10:09:04 AM
Signing Complete	Security Checked	3/1/2024 10:09:14 AM
Completed	Security Checked	3/1/2024 10:09:20 AM

Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		