



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

Pursuant to the mutual approval of this agreement, Educational Service District 123 (ESD 123) agrees to provide the following Student Assistance Program Services to Southridge High School in the Kennewick School District for the 2023-2024 school year.

B. Responsibilities of ESD 123:

- 1) Assign a full-time Behavioral Health Coordinator to recruit, hire, train, and supervise a qualified SAP to be located at Southridge High School 195-8-hr days/school year. The SAP assigned for 2022-23 will continue assignment for 2023-24 school year unless a change to employment status occurs. Duties of the SAP will include:
 - Providing Tier 1 and Tier 2 behavioral health education, screening, brief interventions, and/or referrals to address behavioral health concerns and other social support needs that are a barrier to their academic success;
 - Providing a rapport-building coach/advocate relationship with students, focused on data-based goal setting and problem-solving for improved school attendance, class engagement, work completion, and graduation;
 - Facilitate, monitor, and support referrals of individual Tier 2 SAP students to needed community services to ensure coordination of care;
 - Providing parent & staff support and training;
 - Engagement and assistance to school multi-tiered system of support (MTSS) and multi-disciplinary teams (MDT) for student support;
 - Coordination/Implementation of school wide health promotion messaging and events;
 - Provide classroom, small group, and individual student behavioral health education; and
 - Community referrals, outreach, and collaboration.
- 2) Provide supervision/training with SAP staff.
- 3) Conduct on-campus site visits with SAP staff and building administration.
- 4) Provide a mid-year quality survey response regarding SAP staff performance and SAP program fit.
- 5) Coordinate all program activities which include:
 - Submission of iGrant application;
 - Provide professional development course offerings related to behavioral health;
- 6) Ensure the employee:
 - Follows the established Educational Service District 123 job description guidelines;
 - Attends all ESD 123-sponsored staff meetings; regular monitoring and evaluation meetings with ESD 123 supervisors; and mandatory in-service trainings. Additional meetings or trainings may be required for professional development throughout the school year.
- 7) Assistance in selecting/implementing best practice curricula and promising approaches to mental health literacy, prevention messaging, and tobacco, alcohol, and other drugs prevention/intervention

C. Responsibilities of District/Contractor:

- 1) Provide a contribution for sustainability of \$15,000.00 annually to support the cost of a full time Student Assistance Professional (SAP), in order to maintain program after the state funding ends.
 - In Year 3 (2023-2024), the Behavioral Health SAP program will have a sustainability contribution of \$15,000.
 - In Year 4 (2024-2025), if the District agrees to continue the program, the sustainability contribution provided in years 1, 2, and 3 will be utilized, in full, as a credit in year 4 towards the purchase of services.

- 2) Submit necessary information and assurances for ESD123 to complete application for funds, progress reports, and year-end summaries.
- 3) Support the Student Assistance Prevention Intervention Services Program (SAPISP) by
 - Integrating the Student Assistance Professional (SAP) into the district multi-tiered system of support (MTSS) and multi-disciplinary teams (MDT) for student support services;
 - Securing confidential space, phone, district email and internet access for staff;
 - Allowing release time for student 1-1 counseling support, Behavioral Health screenings and support groups;
 - Arranging time for the SAP to present at faculty meeting(s) and to disseminate information about the program;
 - Meeting with the SAP bi-weekly to review schedule of planned events and assist with logistics of planning events;
 - Working with ESD 123 to support staff development training and evaluation activities (i.e. interviews, surveys and data related to student failing grades);
 - Providing the SAP with access to student information that is relevant to perform their job, and necessary for program evaluation;
 - Orienting the SAP to school building procedures for crisis plans, internal student referrals, external service referrals, information sharing, and other district policies that may be pertinent to a staff person working in your building, and any changes to those procedures.

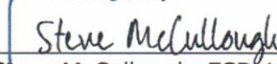
D. Following its approval by the authorized signatory for the District/Contractor this agreement shall commence and be effective for the period beginning September 1, 2023, and shall terminate at midnight on August 31, 2024, with the exception of Sections III and V on page 2, which will continue to bind the parties, their heirs, and successors.

PAYMENT PROVISIONS

Contract Fees paid by the District/Contractor not to exceed \$15,000.
 ESD 123 shall submit properly computed invoices to the district (insert invoicing intervals, such as "immediately", "monthly", or "upon the completion of the services").

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

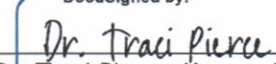
Educational Service District 123

DocuSigned by:
 7/11/2023 | 10:14 AM PDT
 Steve McCallough, ESD 123 Superintendent

 2046.81.0000.824
 ESD 123 Budget Account Code(s)

Kennewick School District

DocuSigned by:
 8/17/2023 | 3:56 PM PDT
 Dr. Traci Pierce, Kennewick School District
 Superintendent
 Name: Dr. Traci Pierce
 Title: Superintendent

Federal Tax ID*:
 Business License No. State: WA
 or SSN:

*Contractor name and Tax ID must match the information specified on the attached W-9 Request for Taxpayer Identification Number and Certification.
 Tax ID requirements are not applicable for school districts and K-12 Partners.

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.