



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:


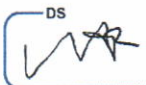
- A. Purpose:
ESD 123 and the District, desire to enter into an agreement for Frontline Absence Management™ software and consortium services for the 2023-2024 school/fiscal year.
- B. Responsibilities of ESD 123:
Provide the District with access to Frontline’s Absence Management™ software at a discounted consortium member rate. Provide networking and training opportunities as requested throughout the school year with other consortium members. Invoice the District annually, no later than April of the current service year.
- C. Responsibilities of District/Contractor:
Reimburse ESD for costs incurred for an annual subscription to Frontlines’ Absence Management™ software and consortium services. All invoices will be paid by the 30th of the month following receipt by the district. Notify the ESD no later than April 1st of the current service year, whether the district will or will not be participating in the consortium for the following year.
- 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 \$30,208.32.
ESD 123 shall submit properly computed invoices to the district by April of the current service year.

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

DocuSigned by:
Educational Service District 123

 B2D6D628A9814B6 3/14/2024 | 8:55 AM PDT
 Steve McCullough, Superintendent
 Educational Service District 123
Sub-Finder-7401.71

Kennewick School District

 E9284A1TE98E4CC... 4/11/2024 | 9:53 AM PDT
 Dr. Traci Pierce, Superintendent
 Kennewick School District


ESD 123 Budget Account Code(s)

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: 90D6F3AA03D448D9874950C795EB7189
Subject: ESD 123 Human Resources 23-24 Frontline Absence Management Contract
Dept.: Human Resources
FiscalYear: 23-24 FY
Source Envelope:
Document Pages: 2
Certificate Pages: 6
AutoNav: Enabled
Enveloped Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Signatures: 2
Initials: 3
Comments: yes

Envelope Originator:
Kaylee Bolt
3924 West Court Street
Pasco, AL 99301
kbolt@esd123.org
IP Address: 216.186.5.190

Record Tracking

Status: Original
3/8/2024 9:33:20 AM
Status: Original
3/8/2024 9:38:09 AM

Holder: Kaylee Bolt
kbolt@esd123.org
Holder: ESD 123 Contracts
contracts@esd123.org

Location: DocuSign
Location: DocuSign

Signer Events

Kaylee Bolt
kbolt@esd123.org
Director of Human Resources
Educational Service District 123
Security Level: Email, Account Authentication (None)

Signature



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

Timestamp

Sent: 3/8/2024 9:38:09 AM
Viewed: 3/8/2024 9:38:19 AM
Signed: 3/8/2024 9:38:41 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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



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

Sent: 3/8/2024 9:38:42 AM
Viewed: 3/13/2024 1:55:58 PM
Signed: 3/13/2024 1:57:02 PM

Electronic Record and Signature Disclosure:
Accepted: 3/13/2024 1:55:58 PM
ID: 5b899de6-771c-479e-8327-36f2d544fc88

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

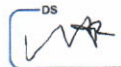


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Viewed: 3/14/2024 8:55:30 AM
Signed: 3/14/2024 8:55:43 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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



Signature Adoption: Drawn on Device
Using IP Address: 50.52.43.2

Sent: 3/27/2024 9:54:33 AM
Viewed: 3/27/2024 12:39:28 PM
Signed: 4/10/2024 4:25:11 PM

Signer Events**Signature****Timestamp****Electronic Record and Signature Disclosure:**

Accepted: 3/27/2024 12:39:28 PM
 ID: 41dcb97b-38d2-4305-b229-e4433a1bb1aa

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: 4/10/2024 4:25:12 PM
 Viewed: 4/11/2024 9:52:03 AM
 Signed: 4/11/2024 9:53:45 AM

Electronic Record and Signature Disclosure:

Accepted: 4/11/2024 9:52:03 AM
 ID: 397fef73-b7b8-43c9-85cc-0ec0a08f6223

In Person Signer Events**Signature****Timestamp****Editor Delivery Events**

ESD 123 Contracts
 contracts@esd123.org
 ESD 123 Contracts

Educational Service District 123
 Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Status

VIEWED

Using IP Address: 216.186.5.190

Timestamp

Sent: 3/14/2024 8:55:44 AM
 Viewed: 3/27/2024 9:16:25 AM
 Completed: 3/27/2024 9:17:16 AM

Agent Delivery Events**Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events**

Patty Lord
 patty.lord@ksd.org

Security Level: Email, Account Authentication
 (None)

Status

VIEWED

Using IP Address: 50.52.43.2

Timestamp

Sent: 3/27/2024 9:17:16 AM
 Viewed: 3/27/2024 9:54:32 AM

Electronic Record and Signature Disclosure:

Accepted: 3/27/2024 9:54:32 AM
 ID: bacd2b80-f533-42b3-8b04-784ad307acf4

Carbon Copy Events**Status****Timestamp**

Emily Herberg
 eherberg@esd123.org
 Fiscal Clerk

Educational Service District 123
 Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

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Sent: 4/11/2024 9:53:46 AM

Alex Cann
 acann@esd123.org
 Artist

Educational Service District 123
 Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

COPIED

Sent: 4/11/2024 9:53:46 AM

Carbon Copy Events	Status	Timestamp
Patty Lord patty.lord@ksd.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 3/27/2024 9:54:32 AM ID: bacd2b80-f533-42b3-8b04-784ad307acf4	COPIED	Sent: 4/11/2024 9:53:46 AM
Emily Herberg eherberg@esd123.org Fiscal Clerk Educational Service District 123 Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 4/11/2024 9:53:47 AM
Alex Cann acann@esd123.org Artist Educational Service District 123 Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 4/11/2024 9:53:47 AM
Kaylee Bolt kbolt@esd123.org Director of Human Resources Educational Service District 123 Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 4/11/2024 9:53:48 AM

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/8/2024 9:38:09 AM
Envelope Updated	Security Checked	3/8/2024 9:38:41 AM
Envelope Updated	Security Checked	3/13/2024 1:57:02 PM
Certified Delivered	Security Checked	4/11/2024 9:52:03 AM
Signing Complete	Security Checked	4/11/2024 9:53:45 AM
Completed	Security Checked	4/11/2024 9:53:48 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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