



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 ESD 123 to provide Fundamental Course of Study (FCS) Training for Kennewick School District Paraprofessionals.

Pay the following costs per one trainer (max 50 participants per one trainer):

1-hour unit = \$165

2-hour unit = \$330

3 or 4-hour unit = \$525

*District may cancel training up to a week in advance without penalty.

B. Responsibilities of ESD 123:

Providing various FCS courses as requested.

Invoicing the district monthly upon completion of work.

C. Responsibilities of District/Contractor:

Pay the following costs per one trainer (max 50 participants per one trainer):

1-hour unit = \$165

2-hour unit = \$330

3 or 4-hour unit = \$525

*District may cancel trainings up to a week in advance without penalty.

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, 2024, and shall terminate at midnight on July 31, 2025, 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 upon completion of services per month.

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

Educational Service District 123

DocuSigned by:

Steve McCullough

6/5/2024 | 7:30 AM PDT

Steve McCullough, Superintendent
Educational Service District 123

1699.12.0000.8250.0000

ESD 123 Budget Account Code(s)

DS MHT kb TB

Kennewick School District

DocuSigned by:

Dr. Traci Pierce

6/5/2024 | 1:04 PM PDT

Dr. Traci Pierce, Superintendent
Kennewick School District

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

Either party may terminate the Agreement by providing the other party thirty (30) days prior written notice. 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: 7108286C1BD94A5E9B308FCFD31E1A26

Status: Completed

Subject: ESD 123 Teaching & Learning

24-25 FY Kennewick School District FCS

Dept.: Teaching & Learning

FiscalYear:

24-25 FY

Source Envelope:

Document Pages: 4

Signatures: 2

Envelope Originator:

Certificate Pages: 6

Initials: 5

Gracie Guerrero

AutoNav: Enabled

3924 West Court Street

Envelopeld Stamping: Enabled

Pasco, AL 99301

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

gguerrero@esd123.org

IP Address: 216.186.5.190

Record Tracking

Status: Original

Holder: Gracie Guerrero

Location: DocuSign

6/3/2024 11:37:58 AM

gguerrero@esd123.org

Signer Events

MOLLY E HAMAKER-TEALS

mhamaker-teals@esd123.org

Security Level: Email, Account Authentication (None)

Signature

DS
MHT

Timestamp

Sent: 6/3/2024 11:41:34 AM

Viewed: 6/3/2024 12:19:49 PM

Signed: 6/3/2024 12:20:11 PM

Signature Adoption: Drawn on Device
Using IP Address: 216.186.5.190

Electronic Record and Signature Disclosure:

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

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

Kristi Hofheins

khofheins@esd123.org

Assistant Superintendent

Security Level: Email, Account Authentication (None)

DS
kht

Sent: 6/3/2024 12:20:13 PM

Resent: 6/3/2024 1:40:10 PM

Viewed: 6/4/2024 8:48:19 AM

Signed: 6/4/2024 8:48:47 AM

Signature Adoption: Pre-selected Style
Using IP Address: 136.143.149.198

Electronic Record and Signature Disclosure:

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

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

Travis Belisle

tbelisle@esd123.org

Fiscal Services Administrator

Educational Service District 123

Security Level: Email, Account Authentication (None)

DS
TB

Sent: 6/4/2024 8:48:48 AM

Viewed: 6/4/2024 11:44:45 AM

Signed: 6/4/2024 11:44:50 AM

Signature Adoption: Uploaded Signature Image
Using IP Address: 216.186.5.190

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Steve McCullough

smccullough@esd123.org

Superintendent

Educational Service District 123

Security Level: Email, Account Authentication (None)

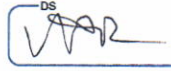
DocuSigned by:
Steve McCullough
B2D6D626A981486...

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Viewed: 6/5/2024 7:30:17 AM

Signed: 6/5/2024 7:30:26 AM

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

Signer Events**Electronic Record and Signature Disclosure:**
Not Offered via DocuSignToni Neidhold
toni.neidhold@ksd.org
Security Level: Email, Account Authentication
(None)**Signature**Signature Adoption: Pre-selected Style
Using IP Address: 205.196.7.2**Timestamp**Sent: 6/5/2024 8:20:23 AM
Viewed: 6/14/2024 11:46:26 AM
Signed: 6/18/2024 8:26:14 AM**Electronic Record and Signature Disclosure:**
Accepted: 6/14/2024 11:46:26 AM
ID: 1de6f78d-62e5-482d-9733-2c04861f899bVic 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: 205.196.7.2Sent: 6/18/2024 8:26:17 AM
Viewed: 6/18/2024 9:08:37 AM
Signed: 6/27/2024 1:15:22 PM**Electronic Record and Signature Disclosure:**
Accepted: 6/27/2024 12:18:39 PM
ID: 579566f7-17e5-4825-bf5b-dceffabb3029Dr. Traci Pierce
traci.pierce@ksd.org
Superintendent
Security Level: Email, Account Authentication
(None)Signature Adoption: Pre-selected Style
Using IP Address: 205.196.7.2Sent: 6/27/2024 1:15:24 PM
Resent: 7/8/2024 7:25:19 AM
Viewed: 7/8/2024 1:04:20 PM
Signed: 7/8/2024 1:04:47 PM**Electronic Record and Signature Disclosure:**
Accepted: 7/8/2024 1:04:20 PM
ID: e3c6fe27-4b3e-4daa-97b4-397011d654b8**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)

Using IP Address: 205.196.7.2

Sent: 6/5/2024 7:30:27 AM
Viewed: 6/5/2024 7:41:46 AM
Completed: 6/5/2024 8:20:23 AM**Electronic Record and Signature Disclosure:**
Accepted: 6/5/2024 7:41:46 AM
ID: afecb326-a7a6-4e50-9851-ee996bf0f7**Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**Gracie Guerrero
gguerrero@esd123.org
Security Level: Email, Account Authentication
(None)

Sent: 7/8/2024 1:04:49 PM

Electronic Record and Signature Disclosure:

Carbon Copy Events	Status	Timestamp
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Not Offered via DocuSign

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: 7/8/2024 1:04:49 PM

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

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Sent: 7/8/2024 1:04:49 PM

Kristen Cervantes
 kcervantes@esd123.org
 Accounts Payable Specialist
 Educational Service District 123
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

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Sent: 7/8/2024 1:04:50 PM

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Updated	Security Checked	6/3/2024 1:40:09 PM
Envelope Updated	Security Checked	6/3/2024 1:40:09 PM
Envelope Updated	Security Checked	6/5/2024 8:20:23 AM
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Envelope Updated	Security Checked	6/18/2024 8:22:11 AM
Certified Delivered	Security Checked	7/8/2024 1:04:20 PM
Signing Complete	Security Checked	7/8/2024 1:04:47 PM
Completed	Security Checked	7/8/2024 1:04:50 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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