



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 Kennewick School District desires to enter into an agreement with the Educational Service District No. 123 to purchase Student Assistance Professional (SAP) services for the 2024-2025 school year. The Kennewick School District will purchase SAP services and the Educational Service District 123 will provide 3 Student Assistance Professionals that will continue to provide services at 6 secondary schools within the Kennewick School District. These locations include: Kennewick High School, Legacy High School, Highlands Middle School, Park Middle School, Chinook Middle School, and Horse Heaven Hills Middle School

B. Responsibilities of ESD 123:

1. Provide 3 Student Assistance Professionals to the Kennewick School District during the 2023-2024 school year that will each provide 5 days a week of services;
2. Provide supervision and administrative support for SAP staff.
3. Provide professional development and training for SAP staff.
4. Provide program data to school administration at a minimum two times per year;
5. Provide a computer, printer, supplies and materials for the Student Assistance Professional;
6. Provide services under RCW 28A.170 and comply with all state and federal laws of confidentiality, CFR42.
7. Invoice Kennewick School District two times per year for services rendered.

C. Responsibilities of District/Contractor:

1. A confidential space to provide counseling under RCW 28A.170;
2. Access to a phone in confidential space;
3. Access to students for individual and group counseling;
4. Meetings with school administration to be scheduled by staff and school personnel;
5. Access to school copier, fax and other equipment;
6. Commitment that no other Kennewick School District employee will use Prevention/Intervention Specialist computer equipment for any reason (confidential information is stored on computer);
7. Remit to Educational Service District 123 upon receipt of invoice.

- 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, 2024, and shall terminate at midnight on August 31, 2025, with the exception of Sections III and V on page 3, which will continue to bind the parties, their heirs, and successors.

PAYMENT PROVISIONS

Contract Fees paid by the District/Contractor not to exceed \$170,000.00
ESD 123 shall submit properly computed invoices to the district twice per year.

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 6/24/2024 | 3:24 PM PDT
Steve McCullough, ESD 123 Superintendent

2072.81.0000.825
ESD 123 Budget Account Code(s)

Kennewick School District

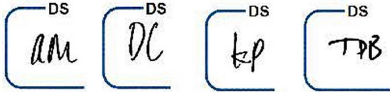
DocuSigned by:
Dr. Traci Pierce 6/17/2024 | 2:35 PM PDT
Dr. Traci Pierce, Kennewick School District Superintendent

Name: Traci Pierce
Title: Superintendent



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

State: WA



*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

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: 1D293F6DD2CF40FAA0DC002A7DB132E6	Status: Completed
Subject: ESD 123 Student Support Kennewick School District SAP MOU FY24-25	
Dept.: Student Support	
FiscalYear: 24-25 FY	
Source Envelope:	
Document Pages: 6	Signatures: 2
Certificate Pages: 7	Initials: 7
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	ESD 123 Contracts
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	3924 West Court Street
	Pasco, AL 99301
	contracts@esd123.org
	IP Address: 216.186.5.190

Record Tracking

Status: Original	Holder: ESD 123 Contracts	Location: DocuSign
6/24/2024 1:32:32 PM	contracts@esd123.org	

Signer Events

Adriana Mercado
 amercado@esd123.org
 Security Level: Email, Account Authentication (None)

Signature



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

Timestamp

Sent: 6/24/2024 1:36:17 PM
 Viewed: 6/24/2024 2:28:22 PM
 Signed: 6/24/2024 2:28:29 PM

Electronic Record and Signature Disclosure:
 Accepted: 1/4/2022 10:14:13 AM
 ID: 6f05b767-b605-493b-b531-6edc739ea3ed

Dana Camarena
 dcamarena@esd123.org
 Student Support Director
 Educational Service District 123
 Security Level: Email, Account Authentication (None)



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

Sent: 6/24/2024 2:28:31 PM
 Viewed: 6/24/2024 2:52:22 PM
 Signed: 6/24/2024 2:53:05 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Kendra Palomarez
 kpalomarez@esd123.org
 Executive Director of Student Services
 Educational Service District 123
 Security Level: Email, Account Authentication (None)



Signature Adoption: Pre-selected Style
 Using IP Address: 71.83.250.116

Sent: 6/24/2024 2:53:06 PM
 Viewed: 6/24/2024 3:02:31 PM
 Signed: 6/24/2024 3:02:43 PM

Electronic Record and Signature Disclosure:
 Accepted: 8/29/2023 10:48:18 AM
 ID: 9a8e3534-c512-4f43-a67f-4419c962a94c

Travis Belisle
 tbelisle@esd123.org
 Fiscal Services Administrator
 Educational Service District 123
 Security Level: Email, Account Authentication (None)



Signature Adoption: Uploaded Signature Image
 Using IP Address: 216.186.5.190

Sent: 6/24/2024 3:02:45 PM
 Viewed: 6/24/2024 3:03:12 PM
 Signed: 6/24/2024 3:03:18 PM

Electronic Record and Signature Disclosure:

Signer Events

Signature

Timestamp

Not Offered via DocuSign

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

DocuSigned by:
Steve McCullough
B2D6D628A9814B6...
Signature Adoption: Pre-selected Style
Using IP Address: 174.215.120.7
Signed using mobile

Sent: 6/24/2024 3:03:20 PM
Viewed: 6/24/2024 3:24:32 PM
Signed: 6/24/2024 3:24:42 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

BJ Wilson
bj.wilson@ksd.org
Security Level: Email, Account Authentication
(None)

DS
BJW
Signature Adoption: Pre-selected Style
Using IP Address: 174.205.91.129
Signed using mobile

Sent: 6/25/2024 10:16:17 AM
Viewed: 6/25/2024 11:45:11 AM
Signed: 6/25/2024 11:45:33 AM

Electronic Record and Signature Disclosure:
Accepted: 6/25/2024 11:45:11 AM
ID: d61fca6a-75e2-4b44-91cf-5c4ab9cb415e

Matt Scott
matt.scott@ksd.org
Asst. Supt. K-12
Security Level: Email, Account Authentication
(None)

DS
MS
Signature Adoption: Pre-selected Style
Using IP Address: 205.196.7.2

Sent: 6/25/2024 11:45:34 AM
Viewed: 7/9/2024 10:01:21 AM
Signed: 7/10/2024 1:43:19 PM

Electronic Record and Signature Disclosure:
Accepted: 8/22/2022 2:33:24 PM
ID: 99ebca9a-bb8c-4468-8a34-ace6898f7de7

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

DS
VR
Signature Adoption: Drawn on Device
Using IP Address: 205.196.7.2

Sent: 7/10/2024 1:43:22 PM
Viewed: 7/10/2024 3:32:37 PM
Signed: 7/10/2024 3:33:27 PM

Electronic Record and Signature Disclosure:
Accepted: 7/10/2024 3:32:37 PM
ID: 4c500a8c-d6d5-4a7b-956f-675f9fe281a8

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

DocuSigned by:
Dr. Traci Pierce
E9284A11E98E4CC...
Signature Adoption: Pre-selected Style
Using IP Address: 205.196.7.2

Sent: 7/10/2024 3:33:29 PM
Viewed: 7/17/2024 2:35:43 PM
Signed: 7/17/2024 2:35:55 PM

Electronic Record and Signature Disclosure:
Accepted: 7/17/2024 2:35:43 PM
ID: 4e0aa6fb-41db-4cd2-9ffb-21e9aed1234e

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events Denise Medina-Castro dmedina@esd123.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 6/24/2024 1:36:17 PM
Denise Medina-Castro dmedina@esd123.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 7/17/2024 2:35:57 PM
Patty Lord patty.lord@ksd.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 6/24/2024 3:34:13 PM ID: 69f1e374-5520-4fc9-914d-adff777a99e7	COPIED	Sent: 6/24/2024 3:24:43 PM Resent: 7/17/2024 2:35:57 PM Viewed: 6/24/2024 3:30:43 PM
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: 7/17/2024 2:35:57 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	COPIED	Sent: 7/17/2024 2:35:57 PM
Patty Lord patty.lord@ksd.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 6/25/2024 12:08:38 PM ID: 32b210ff-36bf-468f-833e-797cacda363f	COPIED	Sent: 7/17/2024 2:35:58 PM

Witness Events	Signature	Timestamp
----------------	-----------	-----------

Notary Events	Signature	Timestamp
---------------	-----------	-----------

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/24/2024 1:36:17 PM
Envelope Updated	Security Checked	6/25/2024 10:16:16 AM
Envelope Updated	Security Checked	6/25/2024 10:16:16 AM

Envelope Summary Events	Status	Timestamps
Envelope Updated	Security Checked	6/25/2024 10:16:16 AM
Envelope Updated	Security Checked	6/25/2024 10:16:16 AM
Envelope Updated	Security Checked	6/25/2024 10:16:16 AM
Envelope Updated	Security Checked	6/25/2024 10:16:16 AM
Envelope Updated	Security Checked	6/25/2024 10:16:17 AM
Certified Delivered	Security Checked	7/17/2024 2:35:43 PM
Signing Complete	Security Checked	7/17/2024 2:35:55 PM
Completed	Security Checked	7/17/2024 2:35:58 PM

Payment Events	Status	Timestamps
-----------------------	---------------	-------------------

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Educational Service District 123 (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Educational Service District 123:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: kvotaw@esd123.org

To advise Educational Service District 123 of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at kvotaw@esd123.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Educational Service District 123

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to kvotaw@esd123.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Educational Service District 123

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to kvotaw@esd123.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Educational Service District 123 as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Educational Service District 123 during the course of your relationship with Educational Service District 123.