



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

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 2024-2025 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 2023-24 will continue assignment for the 2024-25 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:

Kennewick School District will continue to participate in the Behavioral Health COVID-Response Student Assistance Program by agreeing to the following:

- 1) Provide a contribution for the sustainability of \$20,000.00 annually to support the cost of a full-time Student Assistance Professional (SAP), in order to maintain the program after the state funding ends.
 - In Year 4 (2024-2025), the Behavioral Health SAP program will have a sustainability contribution of \$20,000.
 - In Year 5 (2025-2026), if the District agrees to continue the program, the sustainability contribution provided in years 1-4 will be utilized, in full, as a credit in year 5 towards the purchase of services.
- 2) Submit necessary information and assurances for ESD123 to complete the 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's 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, 2024, and shall terminate at midnight on August 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 not to exceed \$20,000

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 6/17/2024 | 10:25 AM PDT

Steve McCullough, ESD 123 Superintendent

2046.81.7000.825
ESD 123 Budget Account Code(s)

DS DS DS DS DS
AM DC kp kH TTB

District/Contractor

DocuSigned by:

Dr. Traci Pierce

6/25/2024 | 3:33 PM PDT

DS DS DS
[Signatures]

Authorized Signatory for District/Contractor

Name: Dr. Traci Pierce

Title: Superintendent

Federal Tax ID*: 91-

Business License No.

State

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

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: 43E42BCEAF444A30AC8C56C80C5A094C	Status: Completed
Subject: ESD 123 Student Support FY24-25 BH SAP Kennewick School District Southridge HS	
Dept.: Student Support	
FiscalYear: 24-25 FY	
Source Envelope:	
Document Pages: 8	Signatures: 2
Certificate Pages: 7	Initials: 8
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 6/10/2024 2:28:20 PM	Holder: ESD 123 Contracts contracts@esd123.org	Location: DocuSign
------------------------------------------	---------------------------------------------------	--------------------

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: 6/10/2024 2:28:21 PM
 Viewed: 6/10/2024 2:57:01 PM
 Signed: 6/10/2024 2:57:13 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: 47.36.138.23

Sent: 6/10/2024 2:57:15 PM
 Viewed: 6/13/2024 2:54:50 PM
 Signed: 6/13/2024 2:55:23 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: 216.186.5.190

Sent: 6/13/2024 2:55:24 PM
 Viewed: 6/13/2024 2:55:45 PM
 Signed: 6/13/2024 2:56:06 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: 6/13/2024 2:56:07 PM
 Viewed: 6/14/2024 7:53:06 AM
 Signed: 6/14/2024 7:53:12 AM

Electronic Record and Signature Disclosure:

Signer Events**Signature****Timestamp**

Not Offered via DocuSign

Kristi Hofheins
Khofheins@esd123.org
Assistant Superintendent
Security Level: Email, Account Authentication
(None)

 DS
kH

Sent: 6/14/2024 7:53:13 AM
Viewed: 6/17/2024 9:19:54 AM
Signed: 6/17/2024 9:20:33 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

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


 DocuSigned by:
Steve McCullough
B2D6D628A9814B6...

Sent: 6/17/2024 9:20:35 AM
Viewed: 6/17/2024 10:17:34 AM
Signed: 6/17/2024 10:25:10 AM

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

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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

 DS

Sent: 6/25/2024 9:58:19 AM
Viewed: 6/25/2024 11:43:52 AM
Signed: 6/25/2024 11:44:43 AM

Signature Adoption: Drawn on Device
Using IP Address: 174.205.91.129
Signed using mobile

Electronic Record and Signature Disclosure:
Accepted: 6/25/2024 11:43:52 AM
ID: 00db3a88-814c-4141-86ea-d78c7748c053

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

 DS
MS

Sent: 6/25/2024 11:44:45 AM
Viewed: 6/25/2024 12:44:30 PM
Signed: 6/25/2024 12:45:00 PM

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

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
V.R.

Sent: 6/25/2024 12:45:02 PM
Viewed: 6/25/2024 3:27:42 PM
Signed: 6/25/2024 3:29:03 PM

Signature Adoption: Drawn on Device
Using IP Address: 205.196.7.2

Electronic Record and Signature Disclosure:
Accepted: 6/25/2024 3:27:42 PM
ID: ed562ef3-719f-4133-ad78-4dfc57b37ce1

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

 DocuSigned by:
Dr. Traci Pierce
E9284A11E98E4CC...

Sent: 6/17/2024 10:25:12 AM
Resent: 6/25/2024 3:29:06 PM
Viewed: 6/20/2024 2:39:12 PM
Signed: 6/25/2024 3:33:35 PM

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

Signer Events	Signature	Timestamp
---------------	-----------	-----------

Electronic Record and Signature Disclosure:
Accepted: 6/20/2024 2:39:12 PM
ID: 8e2339a7-2f49-40bd-a7ae-dcbddde4573c

In Person Signer Events	Signature	Timestamp
-------------------------	-----------	-----------

Editor Delivery Events	Status	Timestamp
------------------------	--------	-----------

Agent Delivery Events	Status	Timestamp
-----------------------	--------	-----------

Intermediary Delivery Events	Status	Timestamp
------------------------------	--------	-----------

Certified Delivery Events	Status	Timestamp
---------------------------	--------	-----------

Carbon Copy Events	Status	Timestamp
--------------------	--------	-----------

Denise Medina-Castro
dmedina@esd123.org
Security Level: Email, Account Authentication (None)

COPIED

Sent: 6/10/2024 2:28:20 PM
Viewed: 6/10/2024 2:28:20 PM
Signed: 6/10/2024 2:28:20 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Patty Lord
patty.lord@ksd.org
Security Level: Email, Account Authentication (None)

COPIED

Sent: 6/24/2024 3:27:06 PM
Resent: 6/25/2024 3:33:37 PM
Viewed: 6/24/2024 3:31:01 PM

Electronic Record and Signature Disclosure:
Accepted: 6/24/2024 3:31:01 PM
ID: 991cf8b8-f934-4b98-807e-3542ab91eacd

Denise Medina-Castro
dmedina@esd123.org
Security Level: Email, Account Authentication (None)

COPIED

Sent: 6/25/2024 3:33:37 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Emily Herberg
eherberg@esd123.org
Fiscal Clerk
Educational Service District 123
Security Level: Email, Account Authentication (None)

COPIED

Sent: 6/25/2024 3:33:39 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Alex Cann
acann@esd123.org
Artist
Educational Service District 123
Security Level: Email, Account Authentication (None)

COPIED

Sent: 6/25/2024 3:33:40 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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.