



**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 Kennewick School District to have access to GALE Resources through the Washington State Database Licensing program.

**B. Responsibilities of ESD 123:**

- Act as a liaison between the district and GALE services provided through the Washington State Library.
- Provide access to the GALE database of resources.
- Invoice the district based on the FTE count at a rate of \$0.18 per student, plus tax and indirects.

**C. Responsibilities of District/Contractor:**

- Payment upon receipt of invoice in the amount of \$0.18 per student FTE, plus tax and indirects.
- Confirm October 1, 2024 student FTE count.
- Designate an individual(s) to be the liaison with ESD 123.
- Provide access to educators and/or students.
- Understand that subscriptions are automatically renewed on a yearly basis per previously signed Intent to Participate form unless a [Cancellation form](https://apps.sos.wa.gov/assets/library/libraries/projects/sdl/Cancellation_Form.pdf) is submitted to the Washington State Library by April 30, 2025. Cancellation forms may be found on the Washington State Library website or at [https://apps.sos.wa.gov/assets/library/libraries/projects/sdl/Cancellation\\_Form.pdf](https://apps.sos.wa.gov/assets/library/libraries/projects/sdl/Cancellation_Form.pdf).

- D.** Following its approval by the authorized signatory for the District/Contractor this agreement shall commence and be effective for the period beginning July 1, 2024, and shall terminate at midnight on June 30, 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 \$4,200.

ESD 123 shall submit properly computed invoices to the district immediately upon receipt of invoice.

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

DocuSigned by:

**Educational Service District 123**

*Steve McCullough*

10/10/2024 | 10:38 AM PDT

Steve McCullough, Superintendent  
Educational Service District 123

1001.71.0000.8250

ESD 123 Budget Account Code(s)

DS	DS	DS	DS
MB	MAT	kt	MP

Signed by:

**Kennewick School District**

*Dr. Traci Pierce*

10/10/2024 | 6:37 PM PDT

Dr. Traci Pierce, Superintendent  
Kennewick School District

Initial	DS	Initial
TRB	TB	ASH



**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: 5DB3CA1C6EE34C3DB32E68C115D1BBCB  
Subject: ESD 123 Teaching & Learning  
24-25 FY Kennewick School District GALE Services  
Dept.: Teaching & Learning  
FiscalYear:  
24-25 FY  
Source Envelope:  
Document Pages: 2  
Certificate Pages: 7  
AutoNav: Enabled  
EnvelopeId Stamping: Enabled  
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:  
Gracie Guerrero  
3924 West Court Street  
Pasco, AL 99301  
gguerrero@esd123.org  
IP Address: 216.186.5.190

Signatures: 2  
Initials: 7

**Record Tracking**

Status: Original  
10/9/2024 1:58:21 PM

Holder: Gracie Guerrero  
gguerrero@esd123.org

Location: DocuSign

Status: Original  
10/9/2024 2:01:48 PM

Holder: ESD 123 Contracts  
contracts@esd123.org

Location: DocuSign

**Signer Events**

Molly Brinkley  
mbrinkley@esd123.org  
Security Level: Email, Account Authentication  
(None)

**Signature**



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

**Timestamp**

Sent: 10/9/2024 2:01:48 PM  
Viewed: 10/9/2024 2:06:09 PM  
Signed: 10/9/2024 2:06:21 PM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Molly Hamaker-Teals  
mhamaker-teals@esd123.org  
Security Level: Email, Account Authentication  
(None)



Signature Adoption: Pre-selected Style  
Using IP Address: 12.108.146.115

Sent: 10/9/2024 2:06:22 PM  
Viewed: 10/9/2024 2:27:46 PM  
Signed: 10/9/2024 2:28:09 PM

**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)



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

Sent: 10/9/2024 2:28:10 PM  
Viewed: 10/9/2024 3:21:04 PM  
Signed: 10/10/2024 9:44:14 AM

**Electronic Record and Signature Disclosure:**  
Accepted: 8/8/2022 11:30:07 AM  
ID: 115d3d8a-1b83-46b7-80ca-1067b922cd36



## Signer Events

Michael Paquette  
mpaquette@esd123.org  
Assistant Superintendent, Finance & Operations  
Educational Service District 123  
Security Level: Email, Account Authentication  
(None)

**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)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Tina Brewer  
tina.brewer@ksd.org  
Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Accepted: 5/8/2023 8:11:01 PM  
ID: 39556c37-da18-413f-a50f-b579269e61fc

Alyssa St. Hilaire  
alyssa.sthilaire@ksd.org  
WADI President  
Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Accepted: 10/10/2024 2:27:22 PM  
ID: bf2878b6-7da5-4077-af48-4fec1497acb7

Dr. Thomas Brillhart  
Thomas.brillhart@ksd.org  
Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Accepted: 10/10/2024 4:43:38 PM  
ID: c4ee3281-3ee6-4451-83dc-4121a7f1ae57

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

**Electronic Record and Signature Disclosure:**  
Accepted: 10/14/2024 6:37:08 PM  
ID: dd0b0171-ce1a-4f0d-9380-2766c8a906ab

## Signature

 DS  
MP

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

 DocuSigned by:  
Steve McCullough  
E2D6D928A9814B6...

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

 DS  
TB

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

 Initial  
ASH

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

 Initial  
TRB

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

 Signed by:  
Dr. Traci Pierce  
E9284A11E99E4CC...

Signature Adoption: Pre-selected Style  
Using IP Address: 71.84.187.254

## Timestamp

Sent: 10/10/2024 9:44:16 AM  
Viewed: 10/10/2024 10:30:52 AM  
Signed: 10/10/2024 10:30:58 AM

Sent: 10/10/2024 10:31:00 AM  
Viewed: 10/10/2024 10:37:40 AM  
Signed: 10/10/2024 10:38:50 AM

Sent: 10/10/2024 10:58:49 AM  
Viewed: 10/10/2024 2:26:34 PM  
Signed: 10/10/2024 2:26:44 PM

Sent: 10/10/2024 2:26:46 PM  
Viewed: 10/10/2024 2:27:22 PM  
Signed: 10/10/2024 2:27:39 PM

Sent: 10/10/2024 2:27:41 PM  
Viewed: 10/10/2024 4:43:38 PM  
Signed: 10/10/2024 4:44:14 PM

Sent: 10/10/2024 4:44:16 PM  
Viewed: 10/14/2024 6:37:08 PM  
Signed: 10/14/2024 6:37:33 PM

In Person Signer Events	Signature	Timestamp
<b>Editor Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Agent Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
Patty Lord patty.lord@ksd.org Security Level: Email, Account Authentication (None)	<div style="border: 1px solid blue; padding: 5px; text-align: center; color: blue; font-weight: bold;">VIEWED</div> Using IP Address: 205.196.7.2	Sent: 10/10/2024 10:38:52 AM Viewed: 10/10/2024 10:49:03 AM Completed: 10/10/2024 10:58:48 AM
<b>Electronic Record and Signature Disclosure:</b> Accepted: 10/10/2024 10:49:03 AM ID: f629a599-0062-4ce2-bcc3-c73bbf146ff0		
<b>Intermediary Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Certified Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
Emily Herberg eherberg@esd123.org Fiscal Clerk Educational Service District 123 Security Level: Email, Account Authentication (None)	<div style="border: 1px solid blue; padding: 5px; text-align: center; color: blue; font-weight: bold;">COPIED</div>	Sent: 10/14/2024 6:37:35 PM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Alex Cann acann@esd123.org Artist Educational Service District 123 Security Level: Email, Account Authentication (None)	<div style="border: 1px solid blue; padding: 5px; text-align: center; color: blue; font-weight: bold;">COPIED</div>	Sent: 10/14/2024 6:37:35 PM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Patty Lord patty.lord@ksd.org Security Level: Email, Account Authentication (None)	<div style="border: 1px solid blue; padding: 5px; text-align: center; color: blue; font-weight: bold;">COPIED</div>	Sent: 10/14/2024 6:37:35 PM
<b>Electronic Record and Signature Disclosure:</b> Accepted: 10/10/2024 10:49:03 AM ID: f629a599-0062-4ce2-bcc3-c73bbf146ff0		
Gracie Guerrero gguerrero@esd123.org Security Level: Email, Account Authentication (None)	<div style="border: 1px solid blue; padding: 5px; text-align: center; color: blue; font-weight: bold;">COPIED</div>	Sent: 10/14/2024 6:37:35 PM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Kristen Cervantes kcervantes@esd123.org Accounts Payable Specialist Educational Service District 123 Security Level: Email, Account Authentication (None)	<div style="border: 1px solid blue; padding: 5px; text-align: center; color: blue; font-weight: bold;">COPIED</div>	Sent: 10/14/2024 6:37:36 PM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		

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 Sent	Hashed/Encrypted	10/9/2024 2:01:48 PM
Envelope Updated	Security Checked	10/10/2024 10:58:48 AM
Envelope Updated	Security Checked	10/10/2024 10:58:48 AM
Envelope Updated	Security Checked	10/10/2024 10:58:48 AM
Envelope Updated	Security Checked	10/10/2024 10:58:48 AM
Certified Delivered	Security Checked	10/14/2024 6:37:08 PM
Signing Complete	Security Checked	10/14/2024 6:37:33 PM
Completed	Security Checked	10/14/2024 6:37:36 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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