



# 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 the contract is for Kamiakin High School to participate in ESD facilitated Knowledge Bowl competitions.
- B. Responsibilities of ESD 123:  
To facilitate 5 regional events at various participating schools. Host regionals at the ESD. Pay registration for qualifying teams to the state event. Purchase and order questions for all events.
- C. Responsibilities of District/Contractor:  
Pay the ESD \$600 to fund these events and staff.
- 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 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 \$600.  
ESD 123 shall submit properly computed invoices to the district immediately.

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*  
 11/19/2024 | 12:45 PM PST

Steve McCullough, Superintendent  
 Educational Service District 123  
 1607.81.0000.8250

ESD 123 Budget Account Code(s)

DS DS DS  
 MHT KH MP

Signed by:  
**Kennewick School District**  
*Dr. Traci Pierce*  
 11/19/2024 | 3:22 PM PST

Dr. Traci Pierce, Superintendent  
 Kennewick School District

DS DS Initial  
 U MS TRB

**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: C126C77A1E8C456091E6E2F331DC1915  
Subject: ESD 123 Teaching & Learning  
24-25 FY Kennewick School District Kamiakin HS Knowledge Bowl  
Dept.: Teaching & Learning  
FiscalYear:  
24-25 FY  
Source Envelope:  
Document Pages: 2  
Certificate Pages: 7  
AutoNav: Enabled  
Envelopeld 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

### Record Tracking

Status: Original  
11/18/2024 7:46:26 AM

Holder: Gracie Guerrero  
gguerrero@esd123.org

Location: DocuSign

Status: Original  
11/18/2024 7:51:31 AM

Holder: ESD 123 Contracts  
contracts@esd123.org

Location: DocuSign

### Signer Events

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

### Signature

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

### Timestamp

Sent: 11/18/2024 7:51:31 AM  
Viewed: 11/18/2024 8:29:38 AM  
Signed: 11/18/2024 8:29:50 AM

**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: 11/18/2024 8:29:52 AM  
Viewed: 11/18/2024 8:33:37 AM  
Signed: 11/18/2024 8:34:19 AM

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

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

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

Sent: 11/18/2024 8:34:21 AM  
Viewed: 11/19/2024 9:20:06 AM  
Signed: 11/19/2024 9:20:10 AM

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



**Signer Events**

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

Chris Chelin  
 chris.chelin@ksd.org  
 Security Level: Email, Account Authentication  
 (None)

**Electronic Record and Signature Disclosure:**  
 Accepted: 12/2/2024 7:08:20 AM  
 ID: 1d75ef5b-dcad-4eed-b787-c9b6026d6e46

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

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

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

**Electronic Record and Signature Disclosure:**  
 Accepted: 12/2/2024 8:19:46 AM  
 ID: 063a37a3-f5be-4bf8-8d28-4c1769e773c1

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


**Electronic Record and Signature Disclosure:**  
 Accepted: 12/3/2024 3:22:28 PM  
 ID: 14b6c815-9547-47a6-b80b-0458c897915a

**Signature**

DocuSigned by:  
  
 B2D6D628A9814B6  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 216.186.5.190  
 Signed using mobile

  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 205.196.7.230

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

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

Signed by:  
  
 E9284A11E98E4CC...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 205.196.7.2

**Timestamp**

Sent: 11/19/2024 9:20:11 AM  
 Viewed: 11/19/2024 12:45:27 PM  
 Signed: 11/19/2024 12:45:49 PM

Sent: 11/22/2024 9:47:57 AM  
 Viewed: 12/2/2024 7:08:20 AM  
 Signed: 12/2/2024 7:08:58 AM

Sent: 12/2/2024 7:09:00 AM  
 Viewed: 12/2/2024 8:08:58 AM  
 Signed: 12/2/2024 8:09:06 AM

Sent: 12/2/2024 8:09:08 AM  
 Viewed: 12/2/2024 8:19:46 AM  
 Signed: 12/2/2024 8:20:07 AM

Sent: 12/2/2024 8:20:09 AM  
 Viewed: 12/3/2024 3:22:28 PM  
 Signed: 12/3/2024 3:22:53 PM

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

**Editor Delivery Events**

Gracie Guerrero  
 gguerrero@esd123.org  
 Security Level: Email, Account Authentication  
 (None)

**Status****VIEWED**

Using IP Address: 216.186.5.190

**Timestamp**

Sent: 11/19/2024 12:45:52 PM  
 Viewed: 11/20/2024 8:58:16 AM  
 Completed: 11/20/2024 8:58:30 AM

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

**Agent Delivery Events**

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

**Status****VIEWED**

Using IP Address: 205.196.7.2

**Timestamp**

Sent: 11/20/2024 8:58:31 AM  
 Viewed: 11/20/2024 9:45:26 AM  
 Completed: 11/20/2024 9:47:20 AM

**Electronic Record and Signature Disclosure:**  
 Accepted: 11/20/2024 9:45:26 AM  
 ID: 24aeb913-036c-4dd5-b3f9-8c7c2ea83560

**Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

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

**COPIED**

Sent: 12/3/2024 3:22:55 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: 12/3/2024 3:22:55 PM

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

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

**COPIED**

Sent: 12/3/2024 3:22:55 PM

**Electronic Record and Signature Disclosure:**  
 Accepted: 11/27/2024 9:24:07 AM  
 ID: 60681bf2-f009-4068-bd8a-78456b57191e

Carol Miller  
 carol.miller@ksd.org  
 Security Level: Email, Account Authentication  
 (None)

**COPIED**

Sent: 11/20/2024 9:47:20 AM  
 Resent: 11/21/2024 8:58:32 AM  
 Resent: 12/3/2024 3:22:55 PM  
 Viewed: 11/22/2024 9:00:40 AM

**Electronic Record and Signature Disclosure:**  
 Accepted: 11/22/2024 9:00:40 AM  
 ID: c679cd7b-452e-42af-82e8-6bb3c7862487

Carbon Copy Events	Status	Timestamp
Kristen Cervantes kcervantes@esd123.org Accounts Payable Specialist Educational Service District 123 Security Level: Email, Account Authentication (None)	COPIED	Sent: 12/3/2024 3:22:57 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
Envelope Sent	Hashed/Encrypted	11/18/2024 7:51:31 AM
Envelope Updated	Security Checked	11/20/2024 9:47:20 AM
Envelope Updated	Security Checked	11/20/2024 9:47:20 AM
Envelope Updated	Security Checked	11/20/2024 9:47:20 AM
Envelope Updated	Security Checked	11/20/2024 9:47:20 AM
Envelope Updated	Security Checked	11/21/2024 8:58:31 AM
Envelope Updated	Security Checked	11/21/2024 8:58:31 AM
Envelope Updated	Security Checked	11/22/2024 9:47:56 AM
Envelope Updated	Security Checked	11/22/2024 9:47:57 AM
Envelope Updated	Security Checked	11/22/2024 9:47:57 AM
Envelope Updated	Security Checked	11/22/2024 9:47:57 AM
Envelope Updated	Security Checked	11/22/2024 9:47:57 AM
Envelope Updated	Security Checked	11/22/2024 9:47:57 AM
Certified Delivered	Security Checked	12/3/2024 3:22:28 PM
Signing Complete	Security Checked	12/3/2024 3:22:53 PM
Completed	Security Checked	12/3/2024 3:22:57 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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