



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 Kennewick 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
 11/20/2024 | 11:57 AM PST

Steve McCullough, Superintendent
Educational Service District 123

1607.81.0000.8250

ESD 123 Budget Account Code(s)

DS DS DS
 MAT KH MP

Signed by:
Kennewick School District
Dr. Traci Pierce
 11/20/2024 | 3:24 PM PST

Dr. Traci Pierce, Superintendent
Kennewick School District

Initial Initial DS
 TRB RK MS

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: DC7698667C44454FA8CEAF35DF4E0AD5
Subject: ESD 123 Teaching & Learning
24-25 FY Kennewick School District Kennewick 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 7:56:33 AM

Holder: Gracie Guerrero
gguerrero@esd123.org

Location: DocuSign

Status: Original
11/18/2024 8:35:21 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 8:35:21 AM
Viewed: 11/18/2024 8:55:46 AM
Signed: 11/18/2024 8:55:59 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 8:56:01 AM
Viewed: 11/19/2024 9:27:12 AM
Signed: 11/19/2024 9:27:33 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: 168.99.2.46

Sent: 11/19/2024 9:27:34 AM
Viewed: 11/20/2024 11:35:35 AM
Signed: 11/20/2024 11:35:45 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

Ron King
 ron.king@ksd.org
 Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:
 Accepted: 12/1/2024 2:38:12 PM
 ID: b71cc31b-dbd4-4977-88b2-197d76f551ec

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 8:18:27 AM
 ID: 1c4c6919-26fd-4905-8abd-a27a871688f9

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

Electronic Record and Signature Disclosure:
 Accepted: 12/3/2024 3:23:58 PM
 ID: 20600044-275b-45a1-83a2-6a868276ea7d

Signature

DocuSigned by:

 B2D6D628A9814B6

Signature Adoption: Pre-selected Style
 Using IP Address: 174.204.64.24
 Signed using mobile

Initial


Signature Adoption: Pre-selected Style
 Using IP Address: 205.196.7.235

DS


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

Initial


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: 11/20/2024 11:35:46 AM
 Viewed: 11/20/2024 11:57:40 AM
 Signed: 11/20/2024 11:57:59 AM

Sent: 11/25/2024 8:29:58 AM
 Viewed: 12/1/2024 2:38:12 PM
 Signed: 12/1/2024 2:38:48 PM

Sent: 12/1/2024 2:38:49 PM
 Viewed: 12/2/2024 8:07:47 AM
 Signed: 12/2/2024 8:08:29 AM

Sent: 12/2/2024 8:08:31 AM
 Viewed: 12/2/2024 8:18:27 AM
 Signed: 12/2/2024 8:19:19 AM

Sent: 12/2/2024 8:19:21 AM
 Viewed: 12/3/2024 3:23:58 PM
 Signed: 12/3/2024 3:24:06 PM

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

Editor Delivery Events	Status	Timestamp
Gracie Guerrero gguerrero@esd123.org Security Level: Email, Account Authentication (None)	<div style="border: 2px solid blue; padding: 5px; display: inline-block; font-weight: bold; color: blue;">VIEWED</div>	Sent: 11/20/2024 11:58:00 AM Viewed: 11/25/2024 8:22:50 AM Completed: 11/25/2024 8:23:26 AM
Using IP Address: 216.186.5.190		

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Agent Delivery Events	Status	Timestamp
Patty Lord patty.lord@ksd.org Security Level: Email, Account Authentication (None)	<div style="border: 2px solid blue; padding: 5px; display: inline-block; font-weight: bold; color: blue;">VIEWED</div>	Sent: 11/25/2024 8:23:27 AM Viewed: 11/25/2024 8:29:32 AM Completed: 11/25/2024 8:29:57 AM
Using IP Address: 205.196.7.2		

Electronic Record and Signature Disclosure:
 Accepted: 11/25/2024 8:29:32 AM
 ID: 1f1a88ea-9859-4a4a-8edc-2b42647d6825

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)	<div style="border: 2px solid blue; padding: 5px; display: inline-block; font-weight: bold; color: blue;">COPIED</div>	Sent: 12/3/2024 3:24:07 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)	<div style="border: 2px solid blue; padding: 5px; display: inline-block; font-weight: bold; color: blue;">COPIED</div>	Sent: 12/3/2024 3:24:07 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Patty Lord patty.lord@ksd.org Security Level: Email, Account Authentication (None)	<div style="border: 2px solid blue; padding: 5px; display: inline-block; font-weight: bold; color: blue;">COPIED</div>	Sent: 12/3/2024 3:24:08 PM
Electronic Record and Signature Disclosure: Accepted: 11/27/2024 9:24:07 AM ID: 60681bf2-f009-4068-bd8a-78456b57191e		

Kristen Cervantes kcervantes@esd123.org Accounts Payable Specialist Educational Service District 123 Security Level: Email, Account Authentication (None)	<div style="border: 2px solid blue; padding: 5px; display: inline-block; font-weight: bold; color: blue;">COPIED</div>	Sent: 12/3/2024 3:24:09 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

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

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

Envelope Summary Events	Status	Timestamps
--------------------------------	---------------	-------------------

Envelope Sent	Hashed/Encrypted	11/18/2024 8:35:21 AM
Envelope Updated	Security Checked	11/25/2024 8:29:57 AM
Envelope Updated	Security Checked	11/25/2024 8:29:57 AM
Envelope Updated	Security Checked	11/25/2024 8:29:57 AM
Envelope Updated	Security Checked	11/25/2024 8:29:57 AM
Certified Delivered	Security Checked	12/3/2024 3:23:58 PM
Signing Complete	Security Checked	12/3/2024 3:24:06 PM
Completed	Security Checked	12/3/2024 3:24:09 PM

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

Electronic Record and Signature Disclosure
