



MEMORANDUM OF AGREEMENT

Between

Educational Service District 123 (ESD 123)

3924 West Court Street • Pasco, WA 99301

AND

Kennewick School District (District)

1000 W. Fourth 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 to provide the following related special education services:

Evaluation for MASH (Moving All to Success & Health) Services

B. Responsibilities of ESD 123:

- 1) Work cooperatively with District for the facilitation and implementation of this project.
- 2) Complete any additional documents required by this contract.

C. Responsibilities of District:

- 1) Compensate ESD 123 for services within 30 days of invoice receipt.

D. Following its approval by the authorized signatory for the District this agreement shall commence and be effective for the period beginning November 25, 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 \$2,500.00

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

Educational Service District 123

DocuSigned by:

Steve McCullough

11/26/2024 | 5:02 PM PST

Steve McCullough, ESD 123 Superintendent

ESD 123 Revenue

1204.12.0000.8250

ESD 123 Budget Account Code(s)

Kennewick School District

Signed by:

Dr. Traci Pierce

12/4/2024 | 1:31 PM PST

Authorized Signatory for District

Name: Dr. Traci Pierce

Title: Superintendent

DS *cb* DS *kH* DS *MP*

DS *LB* DS *MS* Initial *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

This Contract may be terminated by the Superintendent upon written notification thereof to the District/Contractor. 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.

ATTACHMENT A:

M.A.S.H. Evaluation Cost Estimate for Kennewick School District

2024 – 2025 School Year

Service	Student Initials	Total
M.A.S.H. Evaluation	B.P.	\$2,500.00
GRAND TOTAL		\$2,500.00

^{DS}  ^{DS}  ^{DS}  ^{DS}  ^{DS}  ^{DS}  ^{Initial}  ^{Initial} 

Certificate Of Completion

Envelope Id: 77BD227C34BA462CAD0A0AFB87CFD5F1
 Subject: ESD 123 Special Svc
 24-25 FY Kennewick School District MASH Evaluation 1
 Dept.: Special Svc
 FiscalYear:
 24-25 FY
 Source Envelope:
 Document Pages: 3
 Certificate Pages: 7
 AutoNav: Enabled
 Envelopeld Stamping: Enabled
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Signatures: 2
 Initials: 14

Envelope Originator:
 Madison Washam
 3924 West Court Street
 Pasco, AL 99301
 mwasham@esd123.org
 IP Address: 216.186.5.190

Record Tracking

Status: Original 11/25/2024 10:43:28 AM	Holder: Madison Washam mwasham@esd123.org	Location: DocuSign
Status: Original 11/25/2024 10:52:11 AM	Holder: ESD 123 Contracts contracts@esd123.org	Location: DocuSign

Signer Events

Craig Bailey
 cbailey@esd123.org
 Executive Director of Special Services
 Educational Service District 123
 Security Level: Email, Account Authentication
 (None)

Signature

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

Timestamp

Sent: 11/25/2024 10:52:11 AM
 Viewed: 11/25/2024 10:54:35 AM
 Signed: 11/25/2024 10:55:25 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

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: 11/25/2024 10:55:27 AM
 Viewed: 11/26/2024 2:54:13 PM
 Signed: 11/26/2024 2:54:34 PM

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: 11/26/2024 2:54:36 PM
 Viewed: 11/26/2024 3:17:02 PM
 Signed: 11/26/2024 3:17:20 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign