

## 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

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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: *See Attachment A for additional terms which are an integral part of this agreement.*

A. Purpose:

The general purpose of this Agreement is the formation of a partnership to provide a continuum of services to students whose unique educational and behavioral needs cannot be met within the resident school district, but who have been screened and meet the established parameters for enrollment in the partnership. The name given to this partnership is M.A.S.H, hereinafter referred to as "Program".

B. Responsibilities of ESD 123:

- 1) Operate an education program for students with disabilities who manifest severe behavior challenges.
- 2) Recruit, employ, and supervise staff required to adequately operate the Program. All staff for the cooperative shall be employed by ESD and shall be subject to the policies, and rules and regulations of the Board of Directors of ESD 123.
- 3) When the number of students enrolled in the Program exceeds the level that can be reasonably accommodated by existing staff, additional staff may be hired as necessary.
- 4) Contract or subcontract with any person or entity to provide services needed to operate the Program.
- 5) Develop consistent procedures for students entering into and exiting from the Program.
- 6) Coordinate interdistrict and interagency services and agreements required to implement educational plans and programs, including an Individual Education Program (IEP).
- 7) Coordinate with each District for transportation, related services, and emergency services as needed. Related services (e.g., OT, PT, SLP, and other services) for students are to be based upon IEP-designated needs. Related services that are provided by the cooperative Program will be billed as an additional cost to the resident District of the student, unless otherwise agreed in writing.
- 8) Coordinate MASH Program and resident District personal in: providing enhanced supports such as targeted behavioral intervention, specialized staff training, program coordination, regular individualized assessments, and in-person Skills Based Treatment support. This includes consistent collaboration with school teams, oversight of individualized plans (to include resident District participation), and monitoring student progress.

C. Responsibilities of District:

- 1) Compensate ESD 123 for services within 30 days of invoice receipt.
- 2) The District acknowledges that Chapter 28A.155 RCW, Chapter 392-172A WAC, and Public Law 108-446 including all revisions subsequent and currently enforced, impose responsibilities on each resident District and that those responsibilities are not distinguished by delegation, in part or in total, under this Agreement.
- 3) To this extent, it is understood and agreed between the parties hereto that the purpose and intent of this Agreement is that the ESD provide cooperative services for the specialized education Program being conducted by the resident District for the students within the District who otherwise qualify for such specialized education services. The resident District shall retain the responsibility and/or agrees to:
  - a. Assure its participating students are receiving an appropriate education;
  - b. Comply with all provisions as requested by Chapter 28A.155 RCW, Chapter 392-172A WAC, and Public Law 108-446 (IDEA) including provisions of assessment and related services; and,

- c. Incorporate Chapter 392-172A WAC and Public Law 108-446 (IDEA) required policies.
- 4) The District shall be responsible for pupil transportation to and from school.
- 5) The District shall be responsible for verifying and reporting of P-223, P-223H, and Federal Child Count to the Office of the Superintendent of Public Instruction (OSPI) directly.
- 6) In accordance with RCW 28A.400.330, employees, agents, and contractors of the ESD and District are prohibited from working at a public school if they have or may have contact with children at a public school during the course of their employment and have pleaded guilty to or been convicted of the crimes identified in RCW 28A.400.322. Any failure to comply with this section shall be grounds for the District immediately terminating the contract.
- 7) The district will collaborate with program staff on all evaluation and IEP procedures, providing access to program staff to the Districts online data system.
- 8) If a student is eligible for safety net funding, the District will apply for the safety net funding to offset the costs borne by the district.
- 9) Resident District staff are expected to maintain open communication with the MASH team, integrate intensive behavioral supports into daily routines, provide timely updates on student responses to interventions, and adhere to provided training and guidelines. They are also responsible for coordinating with the MASH staff regarding any adjustments needed in student interventions and for participating actively in periodic reviews and check-ins.

D. Following its approval by the authorized signatory for the District/Contractor this agreement shall commence and be effective for the period beginning January 6, 2025, and shall terminate at midnight on June 13, 2025, with the exception of Sections III and V on page 3, which will continue to bind the parties, their heirs, and successors. The District shall become a full member of the M.A.S.H Partnership effective with the signing of this agreement.


**PAYMENT PROVISIONS**

Contract Fees not to exceed \$46,000.00

ESD 123 shall submit properly computed invoices to the district monthly.

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

**Educational Service District 123**


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 12/23/2024 | 10:58 AM PST  
EB28461F58B540C  
 Steve McCullough, ESD 123 Superintendent

ESD 123 Revenue

1204.12.0000.8250.0000  
 ESD 123 Budget Account Code(s)

DS DS DS  


**Kennewick School District**

Signed by:  
 1/6/2025 | 1:13 PM PST  
EB28461F58B540C  
 Authorized Signatory for District  
 Name: Dr. Traci Pierce  
 Title: Superintendent

DS DS Initial  
