



**Memorandum of Contract Amendment  
Provided by ESD 123  
Between**

**Educational Service District 123 (ESD 123)**  
3924 West Court Street • Pasco, WA 99301  
AND  
**Kennewick School District (District)**  
1000 W 4th Ave. • Kennewick, WA 99336-5601

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:

**Amendment Purpose:**

The purpose of this Amendment is to remove the \$150 fee for audiological evaluations requiring the mobile clinic or the ESD 123 audiology clinic for the remainder of the 2024-25 school year.

ALL OTHER TERMS AND CONDITIONS OF THIS CONTRACT REMAIN IN FULL FORCE AND EFFECT.

Following its approval by the authorized signatory for the District this agreement shall commence and be effective for the period beginning January 1, 2025, and shall terminate at midnight on August 31, 2025, with the exception of Sections III and V, which will continue to bind the parties, their heirs, and successors.

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*

2/7/2025 | 12:07 PM PST

B2D6D628A9814B6...

**Kennewick School District**

Signed by:

*Dr. Traci Pierce*

2/21/2025 | 2:40 PM P

E9284A11E98E4CC...

Superintendent, Kennewick School District

Dr. Traci Pierce

ESD 123 Revenue Budget Account Code(s)

<sup>DS</sup> ES   <sup>DS</sup> cb   <sup>DS</sup> kH   <sup>DS</sup> MP

<sup>DS</sup> LB   <sup>DS</sup> MS   <sup>initial</sup> TRB

- I. INDEPENDENT CONTRACTOR STATUS OF DISTRICT**  
District and District's employees shall perform all duties pursuant to this Contract as an independent contractor. The District 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 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 and District's employee(s) and agent(s) in the course of performing, or as incident thereto, District 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 and District'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 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 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, District 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. In the event of termination by the ESD 123, District 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 and the ESD 123 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 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 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: B9EB7E01-ED41-478A-9FD5-E309E6F4EDE0  
Subject: ESD 123 Special Svc 24-25 FY Kennewick School District Audiology Amendment 2  
Dept.: Special Svc  
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:  
Madison Washam  
3924 West Court Street  
Pasco, AL 99301  
mwasham@esd123.org  
IP Address: 209.112.106.2

### Record Tracking

Status: Original  
2/6/2025 2:17:47 PM

Holder: Madison Washam  
mwasham@esd123.org

Location: DocuSign

Status: Original  
2/6/2025 2:23:16 PM

Holder: ESD 123 Contracts  
contracts@esd123.org

Location: DocuSign

### Signer Events

Elizabeth Schluge  
eschluge@esd123.org  
Director of Audiological 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: 2/6/2025 2:23:16 PM  
Viewed: 2/6/2025 2:34:15 PM  
Signed: 2/6/2025 2:34:21 PM

**Electronic Record and Signature Disclosure:**  
Accepted: 12/8/2022 4:24:52 PM  
ID: c206425e-b420-4a77-93c0-b318c1582a34

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

Signature Adoption: Pre-selected Style  
Using IP Address: 71.83.254.99

Sent: 2/6/2025 2:34:23 PM  
Viewed: 2/6/2025 4:32:19 PM  
Signed: 2/6/2025 4:32:32 PM

**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: 2/6/2025 4:32:33 PM  
Viewed: 2/7/2025 10:09:54 AM  
Signed: 2/7/2025 10:11:01 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)

## Signature



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

## Timestamp

Sent: 2/7/2025 10:11:04 AM  
Viewed: 2/7/2025 10:27:37 AM  
Signed: 2/7/2025 10:27:40 AM

### 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)



Signature Adoption: Pre-selected Style  
Using IP Address: 47.25.185.73

Sent: 2/7/2025 10:27:42 AM  
Viewed: 2/7/2025 12:07:14 PM  
Signed: 2/7/2025 12:07:16 PM

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

Lexie Buschbach  
lexie.buschbach@ksd.org  
Security Level: Email, Account Authentication  
(None)



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

Sent: 2/7/2025 12:43:17 PM  
Viewed: 2/7/2025 1:29:09 PM  
Signed: 2/7/2025 1:29:18 PM

### Electronic Record and Signature Disclosure: Accepted: 2/7/2025 1:29:09 PM ID: bc47c39d-ace5-45a0-9b37-c90064ed095a

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



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

Sent: 2/7/2025 1:29:19 PM  
Viewed: 2/14/2025 4:12:16 PM  
Signed: 2/14/2025 4:12:35 PM

### 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)



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

Sent: 2/14/2025 4:12:37 PM  
Viewed: 2/14/2025 4:14:09 PM  
Signed: 2/14/2025 4:14:23 PM

### Electronic Record and Signature Disclosure: Accepted: 2/14/2025 4:14:09 PM ID: 290c7e8e-14b8-4c10-bca0-d67da68abe93

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



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

Sent: 2/14/2025 4:14:26 PM  
Viewed: 2/21/2025 2:40:14 PM  
Signed: 2/21/2025 2:40:51 PM

### Electronic Record and Signature Disclosure: Accepted: 2/21/2025 2:40:14 PM ID: 3dad05cc-0cff-4b9a-9f85-9f9266675f11

In Person Signer Events	Signature	Timestamp
<b>Editor Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Agent Delivery Events</b> Patty Lord patty.lord@ksd.org Security Level: Email, Account Authentication (None)	<b>Status</b> <b>VIEWED</b> Using IP Address: 205.196.7.2	<b>Timestamp</b> Sent: 2/7/2025 12:07:18 PM Viewed: 2/7/2025 12:41:16 PM Completed: 2/7/2025 12:43:16 PM
<b>Electronic Record and Signature Disclosure:</b> Accepted: 2/7/2025 12:41:16 PM ID: 3b055c64-4e17-4a58-a53d-995bae7e0ce2		
Intermediary Delivery Events	Status	Timestamp
<b>Certified Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Carbon Copy Events</b> Madison Washam mwasham@esd123.org Fingerprint Specialist/School Health Administrative Assistant Educational Service District 123 Security Level: Email, Account Authentication (None)	<b>Status</b> <b>COPIED</b>	<b>Timestamp</b> Sent: 2/6/2025 2:23:16 PM Viewed: 2/6/2025 2:23:16 PM Signed: 2/6/2025 2:23:16 PM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via Docusign		
Patty Lord patty.lord@ksd.org Security Level: Email, Account Authentication (None)	<b>COPIED</b>	Sent: 2/21/2025 2:40:53 PM
<b>Electronic Record and Signature Disclosure:</b> Accepted: 2/7/2025 12:41:16 PM ID: 3b055c64-4e17-4a58-a53d-995bae7e0ce2		
CLM Upload contractsubmission@esd123.org Security Level: Email, Account Authentication (None)	<b>COPIED</b>	Sent: 2/21/2025 2:40:54 PM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via Docusign		
Emily Herberg eherberg@esd123.org Fiscal Clerk Educational Service District 123 Security Level: Email, Account Authentication (None)	<b>COPIED</b>	Sent: 2/21/2025 2:40:55 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)	<b>COPIED</b>	Sent: 2/21/2025 2:40:55 PM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via Docusign		

**Carbon Copy Events**

Kristen Cervantes  
kcervantes@esd123.org  
Accounts Payable Specialist  
Educational Service District 123  
Security Level: Email, Account Authentication  
(None)  
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

**Status**

**COPIED**

**Timestamp**

Sent: 2/21/2025 2:40:56 PM

**Witness Events**

**Signature**

**Timestamp**

**Notary Events**

**Signature**

**Timestamp**

**Envelope Summary Events**

**Status**

**Timestamps**

Envelope Sent	Hashed/Encrypted	2/6/2025 2:23:16 PM
Envelope Updated	Security Checked	2/7/2025 12:43:16 PM
Envelope Updated	Security Checked	2/7/2025 12:43:16 PM
Envelope Updated	Security Checked	2/7/2025 12:43:16 PM
Envelope Updated	Security Checked	2/7/2025 12:43:16 PM
Certified Delivered	Security Checked	2/21/2025 2:40:14 PM
Signing Complete	Security Checked	2/21/2025 2:40:51 PM
Completed	Security Checked	2/21/2025 2:40:56 PM

**Payment Events**

**Status**

**Timestamps**

**Electronic Record and Signature Disclosure**

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Educational Service District 123 (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact Educational Service District 123:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [kvotaw@esd123.org](mailto:kvotaw@esd123.org)

### **To advise Educational Service District 123 of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [kvotaw@esd123.org](mailto:kvotaw@esd123.org) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from Educational Service District 123**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [kvotaw@esd123.org](mailto:kvotaw@esd123.org) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with Educational Service District 123**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:



i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to kvotaw@esd123.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Educational Service District 123 as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Educational Service District 123 during the course of your relationship with Educational Service District 123.