



**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)
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:

- 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 February 24, 2025, and shall terminate at midnight on March 7, 2025, with the exception of Sections III and V, which will continue to bind the parties, their heirs, and successors.

PAYMENT PROVISIONS

Contract Fees paid by the District not to exceed \$2,500.00.
ESD 123 shall submit properly computed invoice(s) to the District Upon the Completion of the Services.

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
2/26/2025 | 10:41 AM PST
B2D6D628A9814B6...

Kennewick School District

Signed by: 3/3/2025 | 9:07 AM PST
Dr. Traci Pierce
E9264A11E98E4CC...
Dr. Traci Pierce
Superintendent, Kennewick School District

1204.12.0000.8250.0000

ESD 123 Revenue Budget Account Code(s)

DS DS DS
cl *MP* *kt*

DS DS Initial
LB *MS* *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.

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	H.M.	\$2,500.00
GRAND TOTAL		\$2,500.00

^{DS} cl ^{DS} MP ^{DS} KH ^{DS} Sm ^{DS} LB ^{DS} MS ^{Initial} TRB ^{Initial} DTP

Certificate Of Completion

Envelope Id: 72C57342-F4C8-4803-8746-6A3348840F2D
Subject: ESD 123 Special Svc 24-25 FY Kennewick School District MASH Evaluation 4
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

Envelope Originator:
Madison Washam
3924 West Court Street
Pasco, AL 99301
mwasham@esd123.org
IP Address: 209.112.106.2

Record Tracking

Status: Original
2/21/2025 10:35:23 AM

Holder: Madison Washam
mwasham@esd123.org

Location: DocuSign

Status: Original
2/21/2025 10:43:12 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

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Viewed: 2/21/2025 11:21:56 AM
Signed: 2/21/2025 11:22:25 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

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Electronic Record and Signature Disclosure:
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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: 2/24/2025 1:43:55 PM
Viewed: 2/24/2025 2:54:53 PM
Signed: 2/24/2025 2:55:00 PM

Electronic Record and Signature Disclosure:
Not Offered via Docusign

Steve McCullough
smcullough@esd123.org
Superintendent
Educational Service District 123
Security Level: Email, Account Authentication
(None)

DocuSigned by:
Steve McCullough
B2D6D628A9814B6...

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

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Viewed: 2/26/2025 10:41:49 AM
Signed: 2/26/2025 10:41:59 AM

Signer Events

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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

Signature



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

Timestamp

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Signed: 2/26/2025 12:39:39 PM

Electronic Record and Signature Disclosure:
Accepted: 2/26/2025 12:37:43 PM
ID: d3b28b89-59ea-4bf1-a5c0-9ffc8a41e895

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: 2/26/2025 12:39:42 PM
Resent: 2/28/2025 7:39:54 AM
Resent: 3/3/2025 7:29:34 AM
Viewed: 3/3/2025 8:26:41 AM
Signed: 3/3/2025 8:26:59 AM

Electronic Record and Signature Disclosure:
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ID: 99ebca9a-bb8c-4468-8a34-ace6898f7de7

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



Signature Adoption: Pre-selected Style
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Signed: 3/3/2025 9:04:54 AM

Electronic Record and Signature Disclosure:
Accepted: 3/3/2025 9:04:41 AM
ID: 8a159bd8-9a1e-4e45-8834-53b8e8243c0f

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

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In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Carbon Copy Events**Status****Timestamp**

Jamie Rogers
jamie.rogers@ksd.org

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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Sent: 2/26/2025 12:26:59 PM
Viewed: 2/26/2025 12:36:14 PM

Emily Herberg
eherberg@esd123.org
Fiscal Clerk

Educational Service District 123
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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Sent: 3/3/2025 9:07:36 AM

Alex Cann
acann@esd123.org
Artist

Educational Service District 123
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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Sent: 3/3/2025 9:07:36 AM

Patty Lord
patty.lord@ksd.org

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
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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

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Sent: 3/3/2025 9:07:38 AM

CLM Upload
contractsubmission@esd123.org
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
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Sent: 3/3/2025 9:07:39 AM

Madison Washam
mwasham@esd123.org
Fingerprint Specialist/School Health Administrative
Assistant
Educational Service District 123
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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Sent: 3/3/2025 9:07:41 AM

Carbon Copy Events

Samantha Leahy
 sleahy@esd123.org
 Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Status

COPIED

Timestamp

Sent: 3/3/2025 9:07:42 AM

Chelsea Venegas
 chelsea.venegas@ksd.org

Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

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Sent: 3/3/2025 9:07:44 AM

Witness Events**Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

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Envelope Updated	Security Checked
Envelope Updated	Security Checked
Certified Delivered	Security Checked
Signing Complete	Security Checked
Completed	Security Checked

2/21/2025 10:43:12 AM
 2/26/2025 7:33:21 AM
 2/26/2025 7:33:21 AM
 3/3/2025 9:07:08 AM
 3/3/2025 9:07:34 AM
 3/3/2025 9:07:44 AM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**