



**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:

This amendment adjusts the student enrollment and corresponding financial obligations under the original agreement for the Candy Mountain Academy program. Specifically, it increases the total student enrollment from six (6) students to seven (7) students, effective January 1, 2025.

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 June 30, 2025, with the exception of Sections III and V, which will continue to bind the parties, their heirs, and successors.

PAYMENT PROVISIONS

Amended Contract Maximum: \$ 671,517.00

Previous Contract Amount: \$ 610,470.00

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

B2D6D628A9814B6...
Steve McCullough

Superintendent, Educational Service District 123

1270.81.0000.8250.0000

ESD 123 Revenue Budget Account Code(S)

DS Initial
KH MSP

Kennewick School District

Signed by:

Dr. Traci Pierce

E9284A11E98E4CC...
Dr. Traci Pierce

Superintendent, Kennewick School District

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.

Appendix A
2024-2025 Interlocal Agreement
Student Tuition and Fees for Services

2024-2025 Fee Schedule:

Annual Tuition per student = \$101,745.00

Month-to-Month per student for 10 months of service = \$10,174.50

Student(s)

Enrollment Number	Total Annual Tuition (per student)	Total Monthly Tuition	Tuition Total for the 2024-2025 SY
6 (for 10 months)	\$101,745.00 (\$10,174.50 per month)	\$61,047.00 (for 6 students)	\$610,470.00 (6 students for 10 months)
1 (for 6 months)* from Jan-June '25	\$61,047.00 (\$10,174.50 per month)	\$10,174.50 (for the additional student)	\$61,047.00 (1 additional student for 6 months)
Amended Total Tuition		\$71,221.50 (per month)	\$671,517.00 (Contract Amendment)

Added Weekly Cost for Speech Services (For Student SSID: 4425092655)

SLP Services	Hourly Cost	Total Hourly Cost (40 minutes)	9% Indirects	Total (Per Week)	Total Annual (23 Weeks)	Monthly SLP Services for the student over 10 months
40 Minutes/week	\$90.00	\$60.00	\$5.40	\$65.40	\$1,504.20	\$150.42

AMENDMENT:

Total Monthly Fee for Services: ~~\$61,047.00~~ **\$71,221.50.**

Total Monthly Fee for Added SLP Services for one (1) student: **\$150.42** (\$65.40/per week) \$1,504.20/10 months = \$150.42 per month.

Monthly Fee for Total Student Enrollment and added fees (added SLP monthly fees are approximate, pending active service days): ~~\$61,197.42~~ **\$71,371.92.**

DS
kH
Initial
MJP
DS
Sm

Prorating applies pending the date of entry to the program. Exit month will be billed at full monthly tuition amount

School District: Kennewick School District
Contact Person: Dr. Traci Pierce
Phone Number: (509) 222-5000
Email Address: traci.pierce@ksd.org

DS
LB
DS
MS
Initial
TRB
Initial
DTP

Certificate Of Completion

Envelope Id: 194ECD3D-582D-4DA3-9395-ACF7AA902DDC
 Subject: ESD 123 Candy Mt. Academy 24-25 FY Kennewick School District Tuition Amendment
 Dept.: Candy Mt. Academy
 FiscalYear:
 24-25 FY
 Source Envelope:
 Document Pages: 3 Signatures: 2
 Certificate Pages: 6 Initials: 12
 AutoNav: Enabled
 Envelopeld Stamping: Enabled
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:
 Kuniko Votaw
 3924 West Court Street
 Pasco, AL 99301
 kvotaw@esd123.org
 IP Address: 209.112.106.2

Record Tracking

Status: Original
 2/28/2025 12:56:34 PM
 Holder: Kuniko Votaw
 kvotaw@esd123.org
 Location: DocuSign

Signer Events

Kristi Hofheins
 Khofheins@esd123.org
 Assistant Superintendent
 Security Level: Email, Account Authentication
 (None)

Signature

Signature Adoption: Pre-selected Style
 Using IP Address: 136.143.149.198

Timestamp

Sent: 2/28/2025 1:19:20 PM
 Viewed: 2/28/2025 2:23:44 PM
 Signed: 2/28/2025 2:23:55 PM

Electronic Record and Signature Disclosure:

Accepted: 8/8/2022 11:30:07 AM
 ID: 115d3d8a-1b83-46b7-80ca-1067b922cd36

Michael J. 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: 68.186.8.23

Sent: 2/28/2025 2:23:57 PM
 Viewed: 2/28/2025 2:25:45 PM
 Signed: 2/28/2025 2:26:00 PM

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)

DocuSigned by:

 B2D6D625A9814B6

Signature Adoption: Pre-selected Style
 Using IP Address: 47.25.185.73
 Signed using mobile

Sent: 2/28/2025 2:26:01 PM
 Viewed: 2/28/2025 2:29:25 PM
 Signed: 2/28/2025 2:29:37 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: 107.122.81.110

Sent: 2/28/2025 2:29:40 PM
 Viewed: 2/28/2025 3:52:48 PM
 Signed: 2/28/2025 3:53:30 PM

Electronic Record and Signature Disclosure:

Accepted: 2/28/2025 3:52:48 PM
 ID: ee71d45b-cdec-4660-983b-fc22c1c2349b

Signer Events

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

Signature



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

Timestamp

Sent: 2/28/2025 3:53:32 PM
Viewed: 3/14/2025 2:34:32 PM
Signed: 3/14/2025 2:35:03 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: 3/14/2025 2:35:05 PM
Viewed: 3/21/2025 2:27:44 PM
Signed: 3/21/2025 2:28:44 PM

Electronic Record and Signature Disclosure:
Accepted: 3/21/2025 2:27:44 PM
ID: 4f231744-8cd3-4fa8-bb7d-7f888fb7937a

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: 3/21/2025 2:28:47 PM
Viewed: 3/21/2025 3:17:36 PM
Signed: 3/21/2025 3:18:09 PM

Electronic Record and Signature Disclosure:
Accepted: 3/21/2025 3:17:36 PM
ID: 1ea119bb-093f-450f-95c7-96a253c5b31c

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

Patty Lord
patty.lord@ksd.org
Security Level: Email, Account Authentication (None)



Sent: 2/28/2025 2:29:39 PM
Viewed: 2/28/2025 3:53:01 PM

Electronic Record and Signature Disclosure:
Accepted: 2/7/2025 12:41:16 PM
ID: 3b055c64-4e17-4a58-a53d-995bae7e0ce2

Rachel Zamora
rzamora@esd123.org
Administrative Assistant
Security Level: Email, Account Authentication (None)



Sent: 3/21/2025 3:18:10 PM

Electronic Record and Signature Disclosure:
Accepted: 10/28/2021 11:00:29 AM
ID: fe10d0c2-d050-44f6-8ee6-7f8c5a3f127a

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

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: 3/21/2025 3:18:10 PM

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

COPIED

Sent: 3/21/2025 3:18:10 PM

Patty Lord
 patty.lord@ksd.org
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Accepted: 2/7/2025 12:41:16 PM
 ID: 3b055c64-4e17-4a58-a53d-995bae7e0ce2

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Sent: 3/21/2025 3:18:10 PM

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

Envelope Sent	Hashed/Encrypted	2/28/2025 1:19:20 PM
Certified Delivered	Security Checked	3/21/2025 3:17:36 PM
Signing Complete	Security Checked	3/21/2025 3:18:09 PM
Completed	Security Checked	3/21/2025 3:18:11 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

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 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 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.