



**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 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 this agreement shall commence and be effective for the period beginning March 17, 2025, and shall terminate at midnight on June 12, 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 \$24,000.00.
 ESD 123 shall submit properly computed invoice(s) to the District Monthly.

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

Educational Service District 123

DocuSigned by:

 3/11/2025 | 12:57 PM PDT
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Kennewick School District

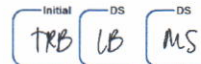
Signed by:

 3/24/2025 | 8:48 AM
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Dr. Traci Pierce
 Superintendent, Kennewick School District

1204.12.0000.8250.0000

ESD 123 Revenue Budget Account Code(s)





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 B:

M.A.S.H. Tuition 3 Cost Estimate for Kennewick School District

2024 – 2025 School Year

Service	Student Initials	Cost per Week	Weeks of Service	Total
M.A.S.H. Services – SBT Tuition	████	\$2,000.00	up to 12	\$24,000.00
GRAND TOTAL				\$24,000.00

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ck MP klt Sm LB MS TRB DTP

ATTACHMENT A - Service Estimate, Terms and Fee Schedule

1. Terms of Service

M.A.S.H. employees will provide instructional and non-instructional services to District. ESD 123 will work with District prior to the start date to develop a schedule of services mutually agreeable to all parties. *Total cost of service is detailed on Attachment B.*

2. Travel

Mileage costs are calculated as a part of the base rate. Related service staff travel time will be included in the eight-hour day as non-instructional time.

3. Service Logs

District recognizes ESD 123 providers often work in multiple districts and service logs will provide brief information designed only to verify service and meet state audit requirements. Providers will log: the date served, the building served, the student initials, the amount of instructional time, the amount of non-instructional time, and the amount of travel time completed during their duties. Instructional time includes specially designed instruction, related services, or supplementary aids/services provided in a school-based setting. Non-instructional services include IEP/report writing, consultation, meetings, assessment & evaluations, or lesson or material prep either completed either in a school setting or off a school setting. Districts requiring more information will pay a different rate for services to be negotiated prior to of each school year. ESD 123 will not address alternative logging formats after October 1 of each school year except for instances where the Safety Net Committee or State Auditor Office would require alternative formatting. These requests will only be considered if District is in possession of a written request from either above-named entity.

4. Service Delivery

District recognizes the type of service purchased is primarily consultative in nature. Service may be conveyed on-site (and must be on-site in the case of direct related service to pupil) and may be conveyed off-site in the form of Zoom, telephone, e-mail, lesson planning, research and materials generation.

5. Training of Support Personnel

District will supply agreed upon clerical support on the first day of student service. District will also agree to support any mutually required training for staff (certified and classified) to assist in purveying related services.

6. Increase in Service

Increases in service over estimated amounts must be a mutual agreement between superintendents or designees.

7. Reduction in Services

District terminates or seeks to reduce a related service agreement during the regular school year, ESD 123 will make every effort to fulfill the related service agreement, or portion thereof, with another district or agency. If ESD 123 is unable to fill this agreement with another district or agency, ESD 123 will continue to charge District until another district or agency retains the related service agreement, or until the agreement is completed.

8. Termination

ESD 123 reserves the right to terminate all or portions of related service if ESD 123 determines through investigation, District is unable to comply with the above terms. Termination will be conducted in writing and provide 30 calendar days of notice, enabling District to seek other service options.

9. Billing

The students served by this Program are residents of their respective District, and accordingly, it is acknowledged that the District retains the responsibility to provide a free appropriate public education (FAPE) for their students. The District commits to pay to ESD an amount sufficient to reimburse the ESD the cost of operating this partnership based on the number of FTE student slots identified in Attachment B. This will be done in the following fashion:

- a. Prior to March 10, the District will be asked to project the number of slots for the upcoming school year. The program budget will be developed as a result of this information.
- b. District slot commitments will be established as per Agreement. The District will be billed a per-student amount to cover basic Program costs, based on the number of FTE student slot commitments identified in Attachment B. The per-slot amount is established at \$2,000.00 per week per FTE "up to 12 weeks". Upon signing this Agreement, the District commits to purchase the number of slots listed on Attachment B and agrees to pay the listed per day amount per slot until the student successfully transitions out of the program.
- c. Program slot commitments will be invoiced on a full-time basis for all partnership slots covered in this agreement. Less than full-time participation will not constitute a reduction in billing, as it is understood that part-time and/or transition services continue to require an enriched level of Academy staff involvement.
- d. The District will receive an invoice each month for the appropriate amount.
- e. If a student requires more intensive staffing (e.g., 1:1 instructional aides) or support beyond what is provided through M.A.S.H programming as determined by M.A.S.H staff, the additional cost will be paid for by each student's resident District.

Certificate Of Completion

Envelope Id: 40682F65-807F-47A8-90A5-9374794CBF5A
 Subject: ESD 123 Special Svc 24-25 FY Kennewick School District MASH Tuition 3
 Dept.: Special Svc
 FiscalYear:
 24-25 FY
 Source Envelope:
 Document Pages: 6
 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 3/11/2025 8:36:53 AM	Holder: Madison Washam mwasham@esd123.org	Location: DocuSign
Status: Original 3/11/2025 8:45:02 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
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Electronic Record and Signature Disclosure:
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Kristi Hofheins
 Khofheins@esd123.org
 Assistant Superintendent
 Security Level: Email, Account Authentication (None)




Signature Adoption: Pre-selected Style
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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: 68.186.8.23

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Electronic Record and Signature Disclosure:
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Steve McCullough
 smccullough@esd123.org
 Superintendent
 Educational Service District 123
 Security Level: Email, Account Authentication (None)

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Signature Adoption: Pre-selected Style
 Using IP Address: 174.215.116.62
 Signed using mobile

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Signer Events

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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: 3/11/2025 1:06:47 PM

Electronic Record and Signature Disclosure:

Accepted: 3/11/2025 1:06:38 PM
ID: c9357e6a-0343-4b0c-aaeb-3dd9a46f7033

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

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Electronic Record and Signature Disclosure:

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



Signature Adoption: Pre-selected Style
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Electronic Record and Signature Disclosure:

Accepted: 3/12/2025 6:19:53 AM
ID: a7e0a0d5-7f12-4f64-b101-900c80acbaa9

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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Electronic Record and Signature Disclosure:

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In Person Signer Events

Signature

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Editor Delivery Events

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Agent Delivery Events

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Intermediary Delivery Events

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

Emily Herberg
eherberg@esd123.org
Fiscal Clerk

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(None)

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Alex Cann
acann@esd123.org
Artist

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Patty Lord
patty.lord@ksd.org

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ID: 3b055c64-4e17-4a58-a53d-995bae7e0ce2

Kristen Cervantes
kcervantes@esd123.org

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

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CLM Upload
contractsubmission@esd123.org

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(None)

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Madison Washam
mwasham@esd123.org
Fingerprint Specialist/School Health Administrative
Assistant

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(None)

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Samantha Leahy
sleahy@esd123.org

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(None)

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Carbon Copy Events

Chelsea Venegas
 chelsea.venegas@ksd.org
 Security Level: Email, Account Authentication
 (None)

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Electronic Record and Signature Disclosure:
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Brian Massey
 brian.massey@ksd.org
 Security Level: Email, Account Authentication
 (None)

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

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 Certified Delivered Security Checked
 Signing Complete Security Checked
 Completed Security Checked

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 3/24/2025 8:48:11 AM
 3/24/2025 8:48:20 AM

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.