

Educational Service District 123

3924 West Court Street
Pasco, Washington 99301
509-544-5724 Phone | 509-544-5795 fax

Memo

To: Kennewick School District
Attn: Dave Bond, Superintendent

From: Aurora Rau
Administrative Assistant
to Fiscal, ESD 123

Date: 8.28.2017

Re: CTE Director Services Contract

CC:

<input type="checkbox"/> Urgent	<input type="checkbox"/> For Review	<input type="checkbox"/> Please Comment	<input checked="" type="checkbox"/> x	<input type="checkbox"/> Please Reply	<input type="checkbox"/> Please Recycle
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Enclosed please find the CTE Director Services contract for the 2017-2018 school year. Our Board of Directors approved these contracts at the Board meeting held on August 24, 2017. Please review, sign, and return one original fully executed contract to our office at your earliest convenience.

Should you have any questions, please contact Teri Kessie at (509) 544-5758.

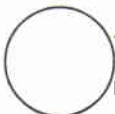
We are grateful for your partnership.

Sincerely,

Aurora Rau
Educational Service District 123

Enc.

confidential



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8.28.2017



Memorandum of Agreement

WHEREAS, the Educational Service District 123 (ESD) and Kennewick School District, desire to enter into an agreement for secretarial support of the Small School Career and Technical Education (CTE) Leadership Cooperative.

NOW, THEREFORE, in consideration of the premises and of the mutual promises herein, the parties hereto agree to enter into a contractual arrangement with the following terms and conditions:

TERM OF CONTRACT	September 1, 2017 to June 30, 2018
PROGRAM SUPERVISOR	Teri Kessie Assistant Superintendent, Teaching & Learning
TOTAL CONTRACT AMOUNT	\$6,450.00

Kennewick School District agrees to:

- 1) Utilize the following funds for one hour per day of secretarial support for the Small School CTE Leadership Cooperative Director.
- 2) Comply with all state and federal regulations regarding confidentiality and student and family rights.

Educational Service District 123 agrees to:

- 1) Reimburse Kennewick School District up to \$6,100.00 for the secretarial support and up to \$350.00 for supplies. All invoices will be paid within 30 days following receipt of invoices. This amount will cover all personnel related expenses.
- 2) Provide access as needed to complete program requirements.

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.

Indemnification:

The Kennewick School District and the Educational Service District 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 Kennewick School District or the Educational Service District 123's employees or agents performance or failure to perform duties pursuant to this contract.

Verbal Agreements:

This written contract constitutes the mutual agreement of the Educational Service District 123 and the Kennewick School District in whole. No alteration 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.

Suspension and Debarment

Consultant/Contractor hereby certifies, 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 contracts 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). Contractor/Consultant shall provide immediate written notice to ESD 123 if, at any time during the term of this Agreement, including any renewals hereof, it learns that its certification was erroneous when made or has become erroneous by reason of changed circumstances.

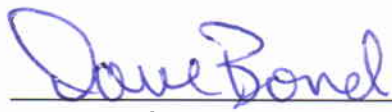
Applicable Law:

This Contract shall be governed by the laws of the State of Washington.

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.

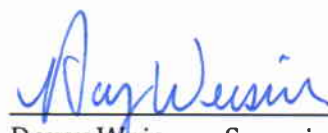
All terms and conditions of this agreement are reflected on this written document. Any changes to the terms of this agreement must be approved in writing by both parties.



Dave Bond, Superintendent
Kennewick School District

Date 8/31/17





Darcy Weisner, Superintendent
Educational Service District 123

Date 8/24/17