

Memorandum of Agreement

WHEREAS, the Educational Service District No. 123 (ESD) and the Kennewick School District (District), desire to enter into an agreement for Frontline Absence Management™ software and consortium services.

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:

This agreement is for the 2020-2021 fiscal year ending August 31, 2021.

Kennewick School District agrees to:

- 1) Reimburse ESD for costs incurred for an annual subscription to Frontlines' Absence Management software and consortium services. The projected cost for the 20-21 SY is \$26,000.00 including tax. All invoices will be paid by the 30th of the month following receipt by the district.
- 2) Notify the ESD no later than March 1st of the current service year, whether the district will or will not be participating in the consortium for the following year.

Educational Service District No. 123 agrees to:

- 1) Provide the District with access to Frontline's Absence Management™ software at a discounted consortium member rate.
- 2) Provide networking and training opportunities as requested throughout the school year with other consortium members.
- 3) Invoice the District annually, no later than November of the current service year. Invoice will be based upon the billed consortium member rate.

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.

Supplant:

No use of funds from this agreement shall be use to supplant existing programs.

Indemnification:

Kennewick School District and the Educational Service District No. 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 Kennewick School District or the

Educational Service District No.123 employees or agents performance or failure to perform duties pursuant to this contract.

Applicable Law:

The laws of the State of Washington shall govern this Contract.

Verbal Agreements:

This written contract constitutes the mutual agreement of the Educational Service District No. 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.

Nondiscrimination:

No person shall, on the grounds of race, creed, color, national origin, gender or gender identification, veteran status 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.

Doug Christensen

Kennewick School District

Date 5/4/2020 | 11:13 AM PDT

MD KB Darcy Weisner

Darcy Weisner, Superintendent
Educational Service District #123

Date 4/30/2020 | 4:51 PM PDT