

**Memorandum of Agreement for Services Provided  
by Kennewick School District  
Between**

**Educational Service District 123 (ESD 123)**

3924 West Court Street • Pasco, WA 99301

AND

**Kennewick School District (District/Contractor)**

1000 W 4<sup>th</sup> Avenue • Kennewick, WA 99336

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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 Attendance Breakthrough Network (ABN) will help schools make breakthrough improvements in attendance rates by providing a structure in which teams can easily learn from each other and access experts in attendance improvement. This work will build preventative systems using the MTSS framework that address the current high levels of student absenteeism, centering the voice and experiences of students experiencing educational inequity.

Overview of the Attendance Breakthrough Network:

- An evidence-based approach based on the [Institute for Healthcare Improvement \(IHI\) Breakthrough Improvement Model](#) and the OSPI ESSER Attendance & Reengagement Project
- Part of a state-wide Attendance Breakthrough Network Project that includes three regional networks and one state-wide network
- Supported by the Office of Superintendent of Public Instruction (OSPI) and the Educational Service District (ESD) core team (which includes ESDs 101, 123, and 113)

**B. Responsibilities of ESD 123:**

1. Design and host four full day Network Convenings hosted at ESD 123. These sessions are to learn improvement science strategies that will advance your attendance efforts and learn alongside 8-10 other school teams.
2. The ABN will provide an opportunity to exchange ideas and experiences with other schools on what's working and what's not regarding efforts to improve attendance
3. The Attendance Coordinator will provide monthly coaching touch-points and resources provided (in-person and remote)
4. ABN resources will provide for continuous attendance improvement such as...
  - A. Evidence-Based Strategies
  - B. Clear direction from ESD experts on where to focus to improve attendance that are rooted in current research and evidence-based practices
  - C. Data Support
  - D. Assistance with collecting and tracking attendance data
  - E. Help in monitoring your team's progress related to improvement efforts
5. Provide Kamiakin High School will access to Attendance Breakthrough Network communication platform
6. Regular online communication will occur to school from the ESD 123 Attendance Coordinator and OSPI
7. Resource sharing among network teams will be facilitated and organized by the ESD 123 Coordinator and OSPI for school use of resources

**C. Responsibilities of District/Contractor:**

1. Designate a team to lead the attendance work
  - A. 3-5 members, including
    1. Administrator
    2. Attendance clerk/staff
    3. Teacher and/or Counselor
    4. Home Liaison, Social Worker, Specialist
    5. Maintain consistent team attendance and participation at convenings and check-ins
2. Ensure team members attend 4 in person convenings (or communicate absences with ESD 123)
3. Team Roles and Responsibilities

A. Designate a Team Lead to coordinate activities and liaise with ESD

- Meet with ESD 123 at least once per month and allow for ESD coordinator to attend attendance team meetings in person or remotely
- Conduct weekly or bi-weekly meetings
- Test and refine PDSA cycles
- Gather and analyze attendance data
- Ensure active participation from the school administrator
- Assign a Data Champion to manage attendance reports and analysis
- Commit all team members to engage in improvement cycles and meetings

4. Submit reimbursement charges after each convening to not exceed \$1500 for all ABN approved charges for the year such as but not limited to travel costs, substitute costs, ABN related supplies.

D. Data Access

The district will enter into a data sharing agreement between our two organizations (Kamiakin High School and ESD) for the purpose of research to improve instruction, offer services, find best practices, and collect data that will be used to support outcomes of the ABN. Additionally, this agreement will enable and inform support on attendance trends as well as the assessment of outcomes. For much of the requested work, identified staff at ESD 123 will require access to:

1. School district and/or school attendance data (i.e., student performance/behavior for MTSS technical assistance and planning of support) and state or district administered surveys (i.e., Healthy Youth Survey, OSPI School Safety etc....) or evaluation for the purpose of needs assessment, grant writing and program support/services. In accessing or receiving this information, ESD 123 agrees that all school district records and data, or information related to individual students or families, will be treated as confidential and maintained in a manner that will assure the privacy of students and their family.
2. All school and district attendance and behavior data for the current year and previous year data will be used only for the purposes of the Attendance Breakthrough Network named above and shared with OSPI for research and analyzing program effectiveness. Access will be allowed according to their role in the project: initial review and partial de-identification, data cleaning and preparation or similar support, research analysis and reporting, non-disclosure review, and technical support.
3. Direct access to SIS system is needed to allow ESD 123 to support the data champion and build systems in data collection, analysis, and protocols.
4. Following its approval by the authorized signatory for the District/Contractor this agreement shall commence and be effective for the period beginning September 1, 2024, and shall terminate at midnight on June 30, 2025, with the exception of Sections III and V on page 2, which will continue to bind the parties, their heirs, and successors.

E. Following its approval by the authorized signatory for the District/Contractor this agreement shall commence and be effective for the period beginning September 1, 2024, and shall terminate at midnight on June 30, 2025, with the exception of Sections III and V on page 2, which will continue to bind the parties, their heirs, and successors.

**PAYMENT PROVISIONS**

No contract fees will occur for this project. District can provide invoices for specific costs related to the Attendance Breakthrough Network: travel, substitutes, supplies for ABN initiatives, and other costs approved by ESD 123 Coordinator. District shall submit properly computed invoices to ESD 123 after each convening. The total cost for the year cannot exceed 1,500 for reimbursement.

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

DocuSigned by:

Educational Service District 123

*Steve McCullough*

9/10/2024 | 8:06 AM PDT

Steve McCullough, Superintendent

Educational Service District 123

5802.68.0000.6250.00

ESD 123 Expense Budget Account Code(s)

DS DS DS DS

*Mk* *MHT* *kt* *MP*

Signed by: Kennewick School District

*Dr. Traci Pierce*

9/10/2024 | 11:30 AM PDT

Dr. Traci Pierce, Superintendent  
Kennewick School District

Initial Initial DS

*VP* *EW* *MS*

**I. INDEPENDENT CONTRACTOR STATUS OF DISTRICT/CONTRACTOR**

District/Contractor and District/Contractor's employees shall perform all duties pursuant to this Contract as an independent contractor. The District/Contractor 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/Contractor 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/Contractor and District/Contractor's employee(s) and agent(s) in the course of performing, or as incident thereto, District/Contractor 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/Contractor and District/Contractor'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/Contractor 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/Contractor 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, Contractor 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/Contractor. In the event of termination by the ESD, District/Contractor 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/Contractor and the ESD 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/Contractor 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/Contractor 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.

**Certificate Of Completion**

Envelope Id: B527AA90A3CD43DCAA6DF378FBBA938A  
Subject: ESD 123 Teaching & Learning  
24-25 FY Kennewick School District Attendance Breakthrough Network  
Dept.: Teaching & Learning  
FiscalYear:  
24-25 FY  
Source Envelope:  
Document Pages: 3  
Certificate Pages: 7  
AutoNav: Enabled  
EnvelopeId Stamping: Enabled  
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:  
Gracie Guerrero  
3924 West Court Street  
Pasco, AL 99301  
gguerrero@esd123.org  
IP Address: 216.186.5.190

Signatures: 2  
Initials: 7

**Record Tracking**

Status: Original  
9/9/2024 8:16:16 AM  
Status: Original  
9/9/2024 8:20:08 AM

Holder: Gracie Guerrero  
gguerrero@esd123.org  
Holder: ESD 123 Contracts  
contracts@esd123.org

Location: DocuSign  
Location: DocuSign

**Signer Events**

Malorie Kahl  
mkahl@esd123.org  
Security Level: Email, Account Authentication  
(None)

**Signature**



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

**Timestamp**

Sent: 9/9/2024 8:20:08 AM  
Viewed: 9/9/2024 8:21:13 AM  
Signed: 9/9/2024 8:21:25 AM

**Electronic Record and Signature Disclosure:**  
Accepted: 9/9/2024 8:21:13 AM  
ID: c728719d-78a8-4c79-9c7d-27e1f911a9cd

Molly Hamaker-Teals  
mhamaker-teals@esd123.org  
Security Level: Email, Account Authentication  
(None)



Signature Adoption: Pre-selected Style  
Using IP Address: 23.93.86.26

Sent: 9/9/2024 8:21:27 AM  
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Signed: 9/9/2024 11:42:33 AM

**Electronic Record and Signature Disclosure:**  
Accepted: 8/16/2022 8:53:54 AM  
ID: e16555ca-4994-45fe-821e-d336df5560dc

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

Sent: 9/9/2024 11:42:35 AM  
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**Electronic Record and Signature Disclosure:**  
Accepted: 8/8/2022 11:30:07 AM  
ID: 115d3d8a-1b83-46b7-80ca-1067b922cd36

## Signer Events

Michael Paquette  
mpaquette@esd123.org  
Assistant Superintendent, Finance & Operations  
Educational Service District 123  
Security Level: Email, Account Authentication  
(None)

**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)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

BJ Wilson  
bj.wilson@ksd.org  
Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Accepted: 9/10/2024 9:41:38 AM  
ID: 3c1e9e7a-bf17-4e16-bd6e-425f29c76c8e

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

**Electronic Record and Signature Disclosure:**  
Accepted: 8/22/2022 2:33:24 PM  
ID: 99ebca9a-bb8c-4468-8a34-ace6898f7de7

Vic Roberts  
Vic.Roberts@ksd.org  
Director of Business Operations  
Kennewick School District  
Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Accepted: 9/16/2024 11:25:31 AM  
ID: 5968f9e2-2600-44f6-9d31-24a9332768d6

Dr. Traci Pierce  
traci.pierce@ksd.org  
Superintendent  
Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Accepted: 9/19/2024 11:30:23 AM  
ID: aaa080b8-71c4-4420-a6ce-030fef36d0a6

## Signature

<sup>DS</sup>  


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

<sup>DocuSigned by:</sup>  
  
<sup>E2D6D628A9814B6 ...</sup>

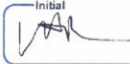
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<sup>Initial</sup>  


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

<sup>DS</sup>  


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

<sup>Initial</sup>  


Signature Adoption: Drawn on Device  
Using IP Address: 205.196.7.2

<sup>Signed by:</sup>  
  
<sup>E9284A11E98E4CC ...</sup>

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

## Timestamp

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Signed: 9/16/2024 10:01:45 AM

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Viewed: 9/16/2024 11:25:31 AM  
Signed: 9/19/2024 9:28:09 AM

Sent: 9/19/2024 9:28:11 AM  
Viewed: 9/19/2024 11:30:23 AM  
Signed: 9/19/2024 11:30:38 AM

In Person Signer Events	Signature	Timestamp
<b>Editor Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Agent Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
Patty Lord patty.lord@ksd.org Security Level: Email, Account Authentication (None)	<div style="border: 1px solid blue; padding: 5px; text-align: center; font-weight: bold; color: blue;">VIEWED</div> Using IP Address: 205.196.7.2	Sent: 9/10/2024 8:06:31 AM Viewed: 9/10/2024 9:28:29 AM Completed: 9/10/2024 9:32:52 AM
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<b>Certified Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
Emily Herberg eherberg@esd123.org Fiscal Clerk Educational Service District 123 Security Level: Email, Account Authentication (None)	<div style="border: 1px solid blue; padding: 5px; text-align: center; font-weight: bold; color: blue;">COPIED</div>	Sent: 9/19/2024 11:30:39 AM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Alex Cann acann@esd123.org Artist Educational Service District 123 Security Level: Email, Account Authentication (None)	<div style="border: 1px solid blue; padding: 5px; text-align: center; font-weight: bold; color: blue;">COPIED</div>	Sent: 9/19/2024 11:30:39 AM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Patty Lord patty.lord@ksd.org Security Level: Email, Account Authentication (None)	<div style="border: 1px solid blue; padding: 5px; text-align: center; font-weight: bold; color: blue;">COPIED</div>	Sent: 9/19/2024 11:30:40 AM
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Gracie Guerrero gguerrero@esd123.org Security Level: Email, Account Authentication (None)	<div style="border: 1px solid blue; padding: 5px; text-align: center; font-weight: bold; color: blue;">COPIED</div>	Sent: 9/19/2024 11:30:40 AM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Kristen Cervantes kcervantes@esd123.org Accounts Payable Specialist Educational Service District 123 Security Level: Email, Account Authentication (None)	<div style="border: 1px solid blue; padding: 5px; text-align: center; font-weight: bold; color: blue;">COPIED</div>	Sent: 9/19/2024 11:30:41 AM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		

**Witness Events**

**Signature**

**Timestamp**

**Notary Events**

**Signature**

**Timestamp**

**Envelope Summary Events**

**Status**

**Timestamps**

Envelope Sent	Hashed/Encrypted	9/9/2024 8:20:08 AM
Envelope Updated	Security Checked	9/10/2024 9:32:52 AM
Envelope Updated	Security Checked	9/10/2024 9:32:52 AM
Envelope Updated	Security Checked	9/10/2024 9:32:52 AM
Envelope Updated	Security Checked	9/10/2024 9:32:52 AM
Certified Delivered	Security Checked	9/19/2024 11:30:23 AM
Signing Complete	Security Checked	9/19/2024 11:30:38 AM
Completed	Security Checked	9/19/2024 11:30:41 AM

**Payment Events**

**Status**

**Timestamps**

**Electronic Record and Signature Disclosure**