

- 53 i. A student who, based on their original expected graduation date, has participated or
54 could have participated in up to two (2) full years of high school must have an earned
55 to attempted credit ratio that is sixty-five (65) percent or less. (Earned credits divided
56 by attempted credits \leq sixty-five (65) percent); OR
57
58 ii. A student who, based on their original expected graduation date, has participated or
59 could have participated in more than two (2) full years of high school must have an
60 earned to attempted credit ratio that is seventy-five (75) percent or less. (Earned
61 credits divided by attempted credits \leq seventy-five (75) percent).
62
63 iii. If determined not to be credit deficient as outlined in WAC 392-700-035(c), has been
64 recommended for enrollment by case managers from the Department of Social and
65 Health Services (DSHS), the juvenile justice system, district approved school
66 personnel, or staff from community agencies which provide educational advocacy
67 services.
68

69 2. Additionally, prior to enrollment in the Program, an eligible student must:

- 70
71 a. Have been withdrawn from their last high school, AND
72
73 b. Have been released from their resident district and accepted by the District, if the District
74 is not the student's resident district.
75
76 3. Once determined eligible for the Program, a student will retain eligibility, regardless of
77 breaks in enrollment, until the student does one of the following:
78
79 a. Earns a high school diploma. NOTE: A student who earn a high school equivalency
80 certificate retains their eligibility and may continue to participate in the Program,
81
82 b. Earns an Associate Degree, or
83
84 c. Becomes ineligible because has turned age twenty-one (21) on or before September 1
85 of a new school year.
86

87 **D. Instruction.**

88
89 The College will be responsible for the provision and oversight of all instruction under this
90 Scope of Work pursuant to WAC 392-700-065 which includes the following:
91

- 92 1. All Program instruction will be designed to help students acquire high school credits,
93 acquire at least high school skills, and be academically prepared for success in college
94 and/or work.
95
96 2. All instruction will be provided in accordance with the skill level and learning needs of
97 individual students and not the student's chronological age or associated grade level.
98 Therefore:
99
100 a. All instruction that is at the ninth (9th) grade level or higher shall generate credits that
101 can be applied to high school diploma, and

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- b. All instruction that is below the ninth (9th) grade level shall not generate high school credits but will be counted as part of the Program's instructional programming for the purposes of calculating FTE and will be designed to prepare students for coursework that is at the ninth (9th) grade level or higher.

- 3. The Program may restrict or deny enrollment into classes if a student's academic performance or conduct does not meet established guidelines

- 4. The Program will administer standardized tests within one (1) month of enrollment or secure test results from no more than six (6) months prior to enrollment in order to determine a student's initial math and reading level upon entering the Program. A commonly accepted standardized academic skills assessment tools will be used. All required assessments will be provided to the students free of charge.

- 5. The College will provide instruction, tuition, and required academic skills assessments at no cost to the students, but may collect mandatory fees as established by the Program.
 - a. Consumable supplies, textbooks, and other materials that are retained by the student do not constitute tuition or a fee.
 - b. The Program has an established waiver/scholarship process for qualifying students.

- 6. Instruction will be provided through courses approved by college, identifiable by course title, course number, quarter, number of credits, and, for vocational course, the Classification of Instructional Programs (CIP) code number assigned by OSPI to the approved Career and Technical Education (CTE) course.

- 7. The following instruction will be offered to all students, as appropriate for their goals, skills levels, and completion of prerequisites:
 - a. Basic skills remediation courses and high school equivalency certificate preparation courses,
 - b. Courses that lead to a postsecondary degree or certificate,
 - c. Coursework that will lead to a high school diploma, and
 - d. College and work readiness preparation coursework.

- 8. The College will ensure that all instruction will be provided by instructors who are employed or appointed by the College whose required credentials are established by the College.

- 9. Instructor to student ratio for any course open to both Program students and non-Program students will be determined by the College.

- 10. Instructor to student ratio for classes designed exclusively for Program students will not exceed a 1:35 ratio.

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E. Case Management and Student Support.

The Program will be responsible for the provision of case management services to all enrolled students pursuant to WAC 392-700-085 which include the following:

1. Case management staff will be assigned to the College to provide accessible, consistent support to students as well as, academic advising, career guidance information, employment assistance or referrals, and referrals to DSHS.
2. The Program will maintain a case management staff to student ratio not to exceed 1:75 (one case manager FTE to seventy-five (75) enrolled students) on a full-time continuous basis throughout the school year.
3. Only the percent of each staff member's time that is allocated to fulfilling case management responsibilities will be included in the calculation of a Program's case management staff FTE to student ratio
4. Even though the provision of case management services will require case management staff to work in the community to meet client needs, case management staff will be primarily based at the Program's instructional site(s).
5. The Program will ensure that case management services and instruction are integrated and coordinated, and that procedures are established that facilitate timely relevant communication about student progress.
6. All case management staff will be employed by the College, or be formally assigned to the Program through a contract. Case management staff will have at least a Bachelor's degree in social work, counseling, education, or a related field, or at least two (2) years of experience providing case management, counseling or related direct services to at-risk individuals or sixteen to twenty-one (16-21) year old youth.

F. Award of Credit.

In accordance with RCW 28A.175.100, high school credit will be awarded for all College coursework in which Program students are enrolled, including high school equivalency certificate preparation, in accordance with the following:

1. High school credit will be awarded for Program instruction provided by the College in accordance WAC 392-700-137.
2. The District is responsible for reporting high school credits earned by Program students per OSPi regulations. College transcripts and other student records requested by the District will be provided by the College as needed to facilitate this process.
3. The District will ensure that the process for awarding high school credits under this Scope of Work agreement is implemented as part of the District's policy regarding award of credits per WAC 180-51-050(5) and (6).

200 **G. Statewide Student Assessment.**

201
202 Pursuant to WAC 392-700-152:

- 203
204 1. The District will work with the College to ensure that all Program students have the
205 opportunity to participate in the statewide student assessment and understand that this
206 assessment, or an approved alternative, is a high school graduation requirement.
207
208 2. The District will include reengagement students when calculating districtwide statistics in
209 relation to the statewide assessments

210
211 **H. Provision of Special Education and Section 504 of the 1973 Rehabilitation Act**
212 **Accommodations.**

- 213
214 1. The District is responsible for the provision of special education services to any Program
215 student who qualifies for special education in accordance with all state and federal law and
216 pursuant to WAC chapter 392-172A.
217
218 2. The District will provide the same accommodations to any enrolled students under Section
219 504 of the 1973 Rehabilitation Act as it provides to all students of the district.

220
221 **I. Annual School Calendar.**

222
223 The following requirements will be met in relation to the school calendar:

- 224
225 1. The school year begins September 1 and ends August 31.
226
227 2. The College will provide the District with a calendar of school year prior to the beginning of
228 the Program's start date.
229
230 3. The school year calendar must meet the following criteria:
231
232 a. The specific planned days of instruction will be identified.
233
234 b. There must be a minimum of ten (10) instructional months.
235
236 4. The number of hours of instruction must meet the following criteria:
237
238 a. A standard instructional day may not exceed six (6) instructional hours per day even if
239 instruction is provided for more than six (6) hours per day.
240
241 b. A standard instructional day may not be less than two (2) hours per day.
242
243 5. The Program's total planned hours of instruction for the school year:
244
245 a. Is the sum of the hours of instruction for all instructional months of the Program's school
246 year.
247
248 b. Must have a minimum of nine hundred (900) annual planned hours of instruction.

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J. Reporting of Student Enrollment.

Programs will report to the District their Program enrollment using the Form P223-1418 each month on the monthly count day. Count day is defined in WAC 392-121-119. The Program will certify by signing the Form P223-1418 the accuracy of the enrollment reported. The Form P223-1418 is due to the District by the fifth (5th) business day of the month.

In accordance with WAC 392-700-160, the following criteria must be met for each student claimed by the Program for state funding on each monthly count day:

1. Meets all eligibility criteria pursuant to WAC 392-700-035 or Section C of this Letter of Intent,
2. Is enrolled in a Program, as well as, the District,
3. Meets the attendance period requirement pursuant to WAC 392-700-015(3),
4. Meets the weekly status check requirement pursuant to WAC 392-700-015(23),
5. Has not withdrawn or been dropped from the Program prior to the monthly count day,
6. Is not being claimed by a state institution pursuant to WAC 392-122-221 on the monthly count day,
7. Whose Program enrollment is not being claimed by a college for postsecondary funding,
8. Is not currently enrolled in a high school program, including Alternative Learning Experience, College in the High School or another reengagement program excluding Jobs for Washington's Graduate (JWG) program,
9. If concurrently enrolled in a Running Start, Skills Center, or JWG program, is not exceeding the full-time equivalent (FTE) limitation pursuant to WAC 392-121-136,
10. Has not exceeded the 1.0 annual average FTE (AAFTE) for the school year to include prior months' enrollment in a high school, at a state institution, and in JWG program, and

K. Funding and Reimbursement.

The District and the College will receive state basic education apportionment funding through OSPI, pursuant to WAC 392-700-165 and according to the procedures set forth below:

1. Each eligible student that meets the requirements of Section J. can be claimed for state funding using the following FTE calculation:
 - a. For college level classes, the student's FTE is determined by the enrolled college credits.
 - i. Fifteen (15) college credits equal 1.0 FTE.

- 298 ii. Students enrolled in less than fifteen (15) credits will be reported as a partial FTE.
299 The FTE reported will be calculated by dividing the number of enrolled credits by
300 fifteen (15).
301 iii. Enrollment in college classes over fifteen (15) college credits is limited to 1.0 FTE.
302 iv. Enrollment in state approved vocation college level classes and taught by a certified
303 vocation instructor can be claimed for enhanced vocational funding as a vocational
304 FTE.
305
306 b. For below 100 level classes,
307 i. The student's FTE is based on the Program total planned hours of instruction.
308 Provided that the Program's annual calendar shows at least nine hundred (900) total
309 planned hours of instruction, a student enrolled in a below 100 level class, can be
310 claimed as a 1.0 FTE.
311 ii. After claiming a student's below 100 level class enrollment for three months, a
312 student must show academic progress by either earning an indicator of academic
313 progress identified in WAC 392-700-015(14) or a credential identified in WAC 392-
314 700-015(11).
315 iii. Enrollment in below 100 level classes cannot be claimed for enhanced vocational
316 funding.
317
318 2. The Program standard reimbursement rates are the statewide average annual non-
319 vocational and vocational rates as determined by OSPI pursuant WAC 392-169-095.
320
321 3. Distribution of funding will be as follows:
322
323 a. The District will retain seven (7) percent of the basic education allocation.
324
325 b. The College will receive ninety-three (93) percent of the basic education allocation.
326
327 c. By October 1, the District shall provide a written schedule to the College identifying the
328 dates that the College shall submit invoices for reimbursement to the District. Invoices
329 will correlate to the enrollment reported monthly on the P223-1418 form submitted by
330 the College to the District.
331
332 d. The District shall remit payment within thirty (30) days of the receipt of an invoice,
333 except for the final payment for the year which will be made by October 31. Payment will
334 be contingent upon the College's submittal of all required reports as defined in Section
335 L.3.
336
337 4. The District may report and retain Special Education funding from OSPI for eligible students
338 receiving special education services.
339
340 5. The Program may provide transportation for students but additional funds are not generated
341 or provided.
342
343 6. Program students enrolled in a state-approved K-12 transitional bilingual instructional
344 program pursuant to WAC 392-160 can be claimed by the District for bilingual enhanced
345 funding.
346

- 347 **L. Required Documentation and Reporting.**
348
349 **1. Student Documentation:**
350
351 a. The Program shall maintain student documentation to support eligibility as specified in
352 Section C. and enrollment as specified in Section J.
353
354 b. The Program shall, on behalf of the District, request school records for each student
355 from the last school they attended.
356
357 c. The Program shall maintain documentation of case management, student assessment,
358 basic skills gains, attainments of credentials, earned indicator of academic progress,
359 and award of credit.
360
361 d. The Program will comply with all state and federal laws related to the privacy, sharing,
362 and retention of student records.
363
364 e. Access to all student records will be provided in accordance with the Family Educational
365 Rights and Privacy Act (FERPA).
366
367 **2. Monthly Student Reporting:**
368
369 a. The District will ensure that all required Program student information is reported in the
370 student information system; and in CEDARS in accordance with OSPI's standard
371 procedures.
372
373 b. The District will work with the College to determine whether District or the Program staff
374 will be responsible for performing required data entry following OSPI's standard
375 procedures for all Reengagement Programs.
376
377 i. If the Program is responsible for data entry, the District will provide access to the
378 student information system, as well as, training and technical assistance.
379
380 ii. If the District is responsible for data entry, the District will define the data elements
381 the Program must provide for each student, as well as, the format and required
382 reporting dates for the submission of data.
383
384 **3. Annual Reporting:**
385
386 a. The College will prepare and submit an annual performance report to the District no
387 later than October 1st.
388
389 b. The District will review and submit the annual performance report to OSPI no later than
390 November 1st.
391
392 c. The annual report will include the following:
393
394 i. Program's total number of students by gender, age, and race/ethnicity who were
enrolled, who were dismissed by the Program, and who voluntarily withdrew.

- 395 ii. Program's total number of students by gender, age, race/ethnicity, and credential type
396 who earned a credential as defined in WAC 392-700-015(10).
397 iii. Program's total number of students by gender, age, race/ethnicity, and indicator of
398 academic progress types who attained an indicator of academic progress as defined in
399 WAC 392-700-015(14). For high school and college credit, detail the subject area.
400 iv. Total number of instructional staff assigned to the Program.

401
402 **M. District Administrative Responsibilities.**

- 403
404 1. Upon OSPI's determination that this Scope of Work contains approved standard language
405 that delineates responsibility for all the required elements of a Reengagement Program as
406 outlined in RCW 28A.175.100, and WAC Chapter 392-700, OSPI will assign a code to be
407 used by the District, the College, and OSPI to exclusively identify the Program. The District
408 will use this code in its student information system and in Comprehensive Education Data
409 and Research System (CEDARS) to identify all students enrolled in the Program.
410
411 2. The District will work cooperatively with the College to implement this Scope of Work and to
412 ensure that quality reengagement services are provided in accordance with WAC 392-700.
413
414 3. The District will designate a primary contact person to work with the College in
415 implementing this Scope of Work and to provide oversight and technical assistance.

416
417 **N. Longitudinal Performance Goals.**

- 418
419 1. Longitudinal performance data for the Program and the statewide reengagement system as
420 a whole will be reported through the Washington's P-20 (pre-school to post-secondary and
421 workforce) longitudinal data system, the Education Research and Data Center (ERDC).
422
423 2. The District will work with the College to collect and report student data requested by the
424 ERDC in order to accomplish the longitudinal follow-up of reengagement students.
425 Specifically, the following unique identifier data points will be collected, to the extent
426 possible, by the Program, reported by the College, and verified by the District, for each
427 enrolled reengagement student:
428
429 a. Full legal name.
430 b. Birth date.
431 c. State student identifier number (SSID).
432 d. Social security number.
433 e. College student identification number (SID), if applicable.
434
435 3. While Program students will be encouraged to provide the data needed for longitudinal
436 follow-up, the Program will ensure that a student's unwillingness or inability to provide the
437 requested data will not be a barrier to enrollment.

438
439 **O. Records.**

440 All operations of, and accounting by, either party pertaining to this Scope of Work shall be open
441 to the inspection of either party.
442
443

144 **P. Indemnification.**

145
146 As part of the terms of this Scope of Work, each party shall each be responsible for the
147 consequences of any act or failure to act on the part of itself, its directors, employees, and its
148 agents. Each party shall be responsible for its own negligence, and neither party shall
149 indemnify or hold the other party harmless; neither party assumes responsibility to the other
150 party for its consequences of any act or omission of any person, firm or corporation not party to
151 this Scope of Work. In the event of fiscal recapture due to inconsistencies or misinterpretation
152 of law, both parties agree to collaboratively address the issue or issues and seek a
153 collaborative solution.

154
155 **Q. Applicable Law.**

156
157 This Scope of Work is entered into pursuant to and under authority granted by the laws of the
158 state of Washington and any applicable federal laws. The provisions of this Scope of Work shall
159 be construed to conform to those laws. In the event of any inconsistency in the terms of this
160 Scope of Work, or between its terms and any applicable statute or rule, the consistency shall be
161 resolved by giving precedence in the following order:

- 162
163 1. Applicable state and federal statutes and rules.
164 2. Statement of work herein.
165 3. Any other provisions of the Scope of Work, including materials incorporated by
166 reference.

167
168 **R. No Separate Entity Created.**

169
170 No separate legal or administrative entity is intended by this Scope of Work.

171
172 **S. Amendment and Waiver.**

173
174 This approved Scope of Work may be waived, changed, modified, or amended only in
175 writing by authorized individuals of both parties. If any provision of the Scope of Work shall
176 be deemed in conflict with any statute or rule of law, such provision shall be modified to be
177 in conformance with said statute or rule of law.

178
179 **T. Entire Agreement.**

180
181 This Scope of Work constitutes the entire agreement of the parties and supersedes any
182 previous written or oral Scope of Works. Any other Scope of Work, representation, or
183 understanding, verbal or otherwise, relating to the services of College and the District, or
184 otherwise dealing in any manner with the subject matter of this Scope of Work, is hereby
185 deemed to be null and void and of no force and effect whatsoever.

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493 _____
494 **Scope of Work for Open Doors [1418] Youth Reengagement Program**

495 Dave Bond
496 _____

497 District Superintendent or Designee (print name)

498 Dave Bond
499 _____

501 Signature

2/4/19

Date

502 _____
503 Michael Lee
504 _____

505 College Program Administrator (print name)

506 Michael Lee
507 _____

508 Signature

2-7-19

Date

509 _____
510 Laurie Shannon
511 _____

512 OSPI Open Doors [1418] Program Administrator (print name)

513 Laurie Shannon
514 _____

515 Signature

6-15-19

Date

516 _____
517 Tennille Jeffries-Simmons
518 _____

519 OSPI Assistant Superintendent (print name)

520 Tennille Jeffries-Simmons
521 _____

522 Signature

6/18/19

Date

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Qualification Code 413 GED
414 H.S. diploma



Academic Calendar

SEPTEMBER 2019 – AUGUST 2020

Fall Quarter 2019

9 hours of instruction available Monday – Thursday

September 16	First Day of Fall Quarter
November 11	Holiday – Veteran’s Day
November 27	Non-Instructional Day
November 28 - 29	Holiday – Thanksgiving
December 2	Fall Quarter Teaching & Learning Day
December 3 - 5	Finals

Winter Quarter 2020

9 hours of instruction available Monday - Thursday

January 6	First Day of Winter Quarter
January 20	Holiday – Martin Luther King, Jr. Day
February 17	Holiday – President’s Day
March 6	Winter Quarter Teaching & Learning Day
March 23	Non-Instructional Day
March 24 – 26	Finals

Spring Quarter 2020

9 hours of instruction available Monday - Thursday

April 6	First Day of Spring Quarter
May 25	Holiday – Memorial Day
June 16	Spring Quarter Teaching & Learning Day
June 17 - 19	Finals

Summer Quarter 2020

7 hours of instruction available Monday - Friday

June 29	First Day of Summer Quarter
July 3	Holiday – Independence Day
August 21	Finals



Academic Calendar

SEPTEMBER 2019 – AUGUST 2020

SEPTEMBER 2019

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OCTOBER 2019

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NOVEMBER 2019

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DECEMBER 2019

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JANUARY 2020

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AUGUST 2020

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FALL QUARTER

(September 16, 2019 - December 5, 2019)

Instructional Days: 54

Teaching & Learning Days: 1

Non-Instructional Days: 1

In-Service Days: 5

WINTER QUARTER

(January 6, 2020 - March 26, 2020)

Instructional Days: 55

Teaching & Learning Days: 1

Non-Instructional Days: 1

In-Service Days: 0

SPRING QUARTER

(April 6, 2020 - June 19, 2020)

Instructional Days: 53

Teaching & Learning Days: 1

Non-Instructional Days: 0

In-Service Days: 0