

REENGAGEMENT PROGRAM CONSORTIUM AGREEMENT

Between

Educational Service District 123 / uGrad_ Consortium Lead Agency
(hereafter referred to as Lead Agency)

And

Kennewick_ School District
(hereafter referred to as the District)

This Consortium Agreement (hereafter referred to as the Agreement) is entered between Lead Agency and the District under the authority of RCW 28A.175.100 and WAC 392-700 and by formal action taken by the respective governing boards of the parties. This Agreement will govern all parties' collaborative delivery of ESD 123 uGrad_ Reengagement Program (hereinafter referred to as the Program) to eligible enrolled youth residing in the District or to eligible nonresident students accepted by the District.

A. Intent.

Signatories to this Agreement shall support the statewide dropout reengagement system & comply with requirements outlined in WAC 392-700.

B. Background.

1. WHEREAS, the creation of a high school drop-out reengagement system was authorized by the State of Washington (ESH 1418).
2. WHEREAS, the Lead Agency and the District are committed to the education of every youth residing within their boundaries;
3. WHEREAS, in every school district there are older youth who have become disengaged with the traditional education program are not likely to become reengaged in their education by the prospect of reenrollment in a traditional or even an alternative high school;
4. WHEREAS, the primary measure of success for students enrolled in the District is graduation and the attainment of a diploma;
5. WHEREAS, the primary goal of students enrolled in the reengagement system is the acquisition of a meaningful credential and career skills, but not necessarily a high school diploma;
6. WHEREAS, the District has chosen to focus their staff efforts on helping students achieve their primary goal but also are committed to providing appropriate reengagement services to students who have dropped out of high school or are likely to do so and are unlikely to seek a high school diploma;
7. WHEREAS, the Lead Agency has historically provided cooperative services to local school districts, colleges, other public entities, and community based organizations;
8. WHEREAS, the Consortium consists of Lead Agency, Member Districts (including the District), and other regional partners (colleges, other public entities, and community based organizations), who collectively are known as Consortium Members and are listed in Attachment A;

Consortium Agreement for 1418 Reengagement Program – Lead Agency and Member District

9. WHEREAS the District will cooperate to identify or develop reengagement programs that will effectively serve eligible reengagement students residing in the District;

10. NOW THEREFORE, the District is authorizing the Lead Agency to:

- a) Select, contract for, and oversee all aspects of operation of the Program in accordance with all requirements of WAC 392-700; AND
- b) Facilitate enrollment, documentation, record-keeping, and reporting of student enrollments and required performance on behalf of the District, according to the terms and conditions contained herein.

C. Duration of the Agreement.

This Agreement will be in effect from July 1, 2017 through August 31, 2022.

D. Relationship of District and Lead Agency.

1. The students served by this Consortium agreement remain residents of the District, enrolled in the District, and the responsibility of the District.
2. The Lead Agency agrees to deliver to the eligible students of the District the Program educational services, with the exception of special education services. Such services may be provided through contracts and interlocal agreements with qualified Program providers.
3. Lead Agency will be responsible for overseeing the administrative work necessary to enroll eligible students, document student performance outcomes, and to ensure the delivery of quality education to reengagement students.

E. District Responsibilities.

The District will:

1. Work with other Consortium Members to assist in the development of the Program that is accessible to eligible students and help convene community partners to assist in this process.
2. Partner with Lead Agency to provide Program information and training to District staff available to District students through this Agreement.
3. Assess a student's eligibility to enroll in the Program pursuant to WAC 392-700-095.
4. Refer eligible students as appropriate to the Lead Agency for enrollment in the Program.
5. Withdraw students from the District high school as needed in order for them to enroll in the Program. The student will remain enrolled in the District.
6. Claim student enrollment pursuant WAC 392-700-160 on the monthly P223-1418.
7. Receive Basic Education Allocation (BEA) funding monthly from the Office of the Superintendent of Public Instruction (OSPI) pursuant WAC 392-700-165.

8. Review and retain the documentation provided by the Lead Agency to support the student enrollment reported and the student performance outcomes pursuant to WAC 392-700-175.
9. Facilitate and oversee all required data entry in their student information systems by Lead Agency outlined in WAC 392-700-175 and ensure that the Program student data is transferred into CEDARS.
10. Award high school credit for reengagement coursework in accordance with WAC 392-700-137.
11. Work with Lead Agency to provide special education services for eligible students and allow eligible students to waive special education, if appropriate and requested.
 - a) The District retains ultimate authority for the provision of special education.
 - b) The District reports the special education enrollment on the monthly P223-H.
 - c) The District retains the special education funding.
12. Work with Lead Agency to facilitate student participation in the statewide student assessment.

F. Lead Agency Responsibilities.

The Lead Agency will:

1. Ensure that all Program service and related administrative requirements are met and all necessary documentation is maintained by contracted reengagement providers (if any).
2. Partner with the Member Districts and enlist other community partners as Consortium Members to assist in the identification of regional reengagement programs that are accessible to students from multiple districts within the Consortium.
3. Partner with the Member Districts to provide information and training to District staff about reengagement programs available to District students through this Consortium Agreement and about the implementation details and procedures of these programs.
4. Utilize the OSPI approved model contract or interlocal agreement to contract with community based organizations, community or technical colleges, or other public entities to operate reengagement programs in accordance with WAC 392-700.
5. Oversee the implementation of all reengagement contracts and interlocal agreements to ensure the provision of quality reengagement programming that meets the reengagement performance outcomes identified in WAC 392-700.
6. With the cooperation of Member Districts, provide training to Program providers in relation to eligibility and enrollment requirements, award of credit, performance measures, reporting enrollment, student information system data reporting, and required documentation retention.
7. Provides consultation and assistance to Member Districts and Program providers in the provision of special education, if requested.
8. Works with the Program providers to prepare and submit required monthly and end of the year performance reporting and invoicing to the Member districts.
9. Work with Member Districts and Program providers to resolve any issues and questions.

G. Funding and Reimbursement.

1. The Program will receive state basic education apportionment funding through OSPI, according to the following procedures:
 - a) The Program standard reimbursement rates are the statewide average annual non-vocational and vocational rates as determined by OSPI pursuant WAC 382-169-095.
 - b) The Lead Agency will ensure that Program provides the District with the accurate monthly student enrollment count to meet OSPI's monthly deadline.
 - c) The District shall report the student enrollment to OSPI on the P223-1418.
2. The District may report and retain Special Education funding from OSPI for eligible students receiving special education services.
3. Distribution of basic education allocation will be as follows:
 - a) The District will retain seven (7) percent of the basic education allocation.
 - b) The Lead Agency will receive ninety-three (93) percent of the basic education allocation.
 - c) The Lead Agency will reserve seven (7) percent of the basic education allocation received for consortium infrastructure support and will disperse no less than eighty-six (86) percent of remaining allocation to the Program providers for related direct and indirect expenditures.

Consortium Lead Agency: Educational Service District 123

Darcy Weisner
Lead Agency Superintendent

Darcy Weisner
Signature

6/15/17
Date

Kennewick School District:

Dave Bond
Superintendent

Dave Bond
Signature

6-14-17
Date

Approved by OSPI:

Laune Shann
OSPI Reengagement Program Administrator

Laune Shann
Signature

8/16/17
Date

Consortium Agreement for 1418 Reengagement Program – Lead Agency and Member District

1 **SCOPE OF WORK Agreement related to the operation of**
2 **an Open Doors [1418] Youth Reengagement Program**
3 **(Include with Contract)**
4

5 **Educational Service District 123**
6 **(hereinafter referred to as Agency)**
7

8 **AND**
9

10 **KENNEWICK SCHOOL DISTRICT**
11 **(hereinafter referred to as District)**
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13

14 **A. Purpose.**
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16 **It shall be the purpose of this Scope of Work to:**
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- 18 1. **Support the statewide dropout reengagement system as defined in RCW 28A.175.100.**
19
20 2. **Comply with requirements outlined in WAC 392-700 to provide education opportunities for**
21 **eligible students enrolled in the ESD 123 uGrad Open Doors [1418] Youth**
22 **Reengagement Program (hereinafter referred to as Program) operated by the Agency.**
23

24 **** NOTE: The language in this Scope of Work is based on WAC and RCW as of August***
25 ***2015. The College, District and Program will comply with any WAC or RCW modifications.***
26

27 **B. Duration of Scope of Work.**
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29 **This agreement will be in effect from July 1, 2017 through August 31, 2022.**
30

31 **The Office of Superintendent of Public Instruction's (OSPI) will be responsible for notifying the**
32 **College, District, and Program when they are required to be reapproved and of the re-approval**
33 **process. The College and District are responsible for notifying OSPI if they decide to**
34 **discontinue the Program. OSPI will examine a minimum of two years of data in the re-approval**
35 **process**
36

37 **C. Student Eligibility.**
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- 39 1. **Pursuant to WAC 392-700-035, youth are eligible for enrolling in an Open Doors [1418]**
40 **youth reengagement program when they meet the following criteria:**
41
42 a. **Under twenty-one (21) years of age, but at least sixteen (16) years of age, as of as of**
43 **September 1,**
44 b. **Has not yet met high school graduation requirements,**
45 c. **Has been found to be credit deficient pursuant to WAC 392-700-035(c):**
46
47 i. **A student who is more than twenty-four months from their cohort graduation date**
48 **and has earned less than sixty-five percent of the high school credits expected to be**

49 earned by their cohort. A cohort is the group of districts students that enter the ninth
50 grade in the same school year;

51 II. A student who is between twelve and twenty-four months from their cohort
52 graduation date and has earned less than seventy percent of the high school credits
53 expected to be earned by their cohort;

54 III. A student who is less than twelve months from their cohort graduation date or who
55 has passed their cohort graduation date by less than twelve months and has earned
56 less than seventy-five percent of the high school credits expected to be earned by
57 their cohort;

58 IV. A student who is passed their cohort graduation date by twelve months or more and
59 has not met their district graduation requirements; or

60
61 2. Additionally, prior to enrollment in the Program, all students must:

62
63 a. Have been withdrawn from their last high school, AND

64 b. Have been released from their resident district and accepted by the District, if the District
65 is not the student's resident district.

66
67 3. Once determined eligible for reengagement programming, a student will retain eligibility,
68 regardless of breaks in enrollment, until the student does one of the following:

69
70 a. Earns a high school diploma. NOTE: Students who earn their General Educational
71 Development (GED) retain their eligibility and may continue to participate in the
72 Program.

73 b. Earns an Associate Degree.

74 c. Becomes ineligible because has turned age twenty-one (21) on or before September 1
75 of a new school year.

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77 **D. Enrollment.**

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79 1. A student will be considered enrolled when he/she has:

80
81 a. Met all eligibility criteria specified in Section C.

82 b. Completed all steps of the application process established by the District and the
83 Program.

84 c. Been accepted for enrollment by the District.

85 d. Been enrolled by the Program.

86
87 **E. Instruction.**

88
89 The Agency will be responsible for the provision and oversight of all instruction under this
90 Scope of Work in accordance with the following:

91
92 1. Instruction for reengagement students must include:

93
94 a. Academic skills instruction and high school equivalency certificate preparation
95 coursework with curriculum, and instruction appropriate to each student's skills levels
96 and academic goals.

97 b. College readiness and work readiness preparation coursework.

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2. Instruction for reengagement students may include:
 - a. Competency-based vocational training.
 - b. Agency preparation math or writing instruction.
 - c. Subject specific high school credit recovery instruction.
 - d. English as a second language instruction.
 - e. Other coursework approved by the District, including cooperative work experience.
 3. Instruction may not be limited to only those courses or subject areas in which students are deficient in high school credits.
 4. All reengagement instruction will be designed to help students acquire high school credits, acquire at least high school skills, and be academically prepared for success in college and/or work. All instruction will be provided in accordance with the skill level and learning needs of individual students and not the student's chronological age or associated grade level. Therefore:
 - a. All instruction that is at the ninth (9th) grade level or higher shall generate credits that can be applied to high school diploma, and;
 - 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 student enrollment, and will be designed to prepare students for coursework that is at the ninth (9th) grade level or higher. (Reference RCW 392.121.107)
 5. Each area of coursework, as specified in Sections E.1. and E.2., will have a course outline that specifies:
 - a. Identified instructional materials.
 - b. Specific intended learning outcomes.
 - c. Procedures and standards for determining attainment of learning outcomes.
 - d. Policy for grading and award of credit.
 6. The Program may restrict or deny access into specific program elements if a student's academic performance or conduct does not meet established guidelines.
 7. The Agency 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.
 8. The Agency 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 will establish a waiver/scholarship process for qualifying students.

147 9. Instruction will be scheduled so that all enrolled students have the opportunity to attend and
148 work with instructional staff during all the hours of the Program's standard instructional day.
149

150 10. All instructional staff will be assigned by the Agency, but must meet the Highly Qualified
151 Teacher (HQT) criteria set forth for instruction in Washington state and will have prior
152 experience in working with at-risk youth and/or in providing individualized instruction.
153

154 **F. Instructional Staff to Student Ratio.**
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156 1. The scheduled teaching hours of an instructional staff FTE will equal or exceed the hours of
157 the Program's standard instructional day plus one (1) additional hour per every five (5)
158 teaching hours for planning, curriculum development, record-keeping, and required
159 coordination of services with case management staff.
160

161 2. The Agency will assign instructional staff as needed to maintain an instructional staff FTE to
162 student ratio that does not exceed 1:25.
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164 3. If the noninstructional staff are part of the calculated instructional staff FTE to student ratio,
165 the following conditions must be met:
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167 a. Noninstructional staff may not be a replacement for the instructional staff and must work
168 under the guidance and direct supervision of the instructional staff.
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170 b. The ratio of total instructional and noninstructional staff FTE to students may not exceed
171 2:50.
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173 4. Only staff time that is dedicated to providing instruction to reengagement students will be
174 included in the calculation of a Program's instructional staff FTE to student ratio.
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176 **G. Case Management and Student Support.**
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178 The Agency will be responsible for the provision of case management services to all enrolled
179 students in accordance with the following:
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181 1. Case management staff will be assigned to the Program to provide accessible, consistent
182 support to students, as well as, academic advising, career guidance information,
183 employment assistance or referrals, and referrals to DSHS.
184

185 2. The Program will maintain a case management staff to student ratio not to exceed 1:75
186 (one case manager FTE to seventy-five (75) enrolled students) on a full-time continuous
187 basis throughout the school year.
188

189 3. Only the percent of each staff member's time that is allocated to fulfilling case management
190 responsibilities will be included in the calculation of a Program's case management staff
191 FTE to student ratio.
192

193 4. Even though the provision of case management services will require case management
194 staff to work in the community to meet client needs, case management staff will be primarily
195 based at the Program's instructional site(s).

196 5. The Agency will ensure that case management services and instruction are integrated and
197 coordinated, and that procedures are established that facilitate timely relevant
198 communication about student progress.
199

200 6. All case management staff will be employed by the Agency and will have at least a
201 Bachelors degree in social work, counseling, education, or a related field, OR at least two
202 (2) years experience providing case management, counseling or related direct services to
203 at-risk individuals or sixteen to twenty-one (16-21) year old youth.
204

205 H. Award of Credit.

206

207 In accordance with RCW 28A.175.100, high school credit will be awarded for all Agency
208 coursework in which reengagement students are enrolled, including high school equivalency
209 certificate preparation, in accordance with the following:
210

211 1. High school credit will be awarded for the Program instruction provided by the Agency in
212 accordance WAC 392-700-137.
213

214 2. The District will ensure that the process for awarding high school credits as described
215 above is implemented as part of the District's policy regarding award of credits per WAC
216 180-51-050(5) and (6).
217

218 3. Agency documentation related to the earned credits will be provided to the student and the
219 District that will be responsible awarding of credits.
220

221 I. Statewide Student Assessment.

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223 1. The District will work with the Agency to ensure that all reengagement students participate
224 in the statewide student assessment and understand that this assessment, or an approved
225 alternative, is a high school graduation requirement.
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227 2. The District will include reengagement students when calculating districtwide statistics in
228 relation to the statewide assessments.
229

230 J. Provision of Special Education and Section 504 of the 1973 Rehabilitation Act 231 Accommodations.

232

233 1. The District is responsible for the provision of special education services to any Program
234 student who qualifies for special education in accordance with all state and federal law and
235 pursuant to WAC chapter 392-172A.
236

237 2. The District will provide the same accommodations to any enrolled students under Section
238 504 of the 1973 Rehabilitation Act as it provides to all students of the district.
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240 K. Annual School Calendar.

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242 The following requirements will be met in relation to the school calendar:
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244 1. The school year begins in September 1st and ends in August 31st.

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2. The Agency will provide the District with a calendar of school year prior to the beginning of the Program's start date.
 3. The school year calendar must meet the following criteria:
 - a. The specific planned days of instruction will be identified.
 - b. There must be a minimum of ten (10) instructional months.
 4. The number of hours of instruction must meet the following criteria:
 - a. A standard instructional day may not exceed six (6) instructional hours per day even if instruction is provided for more than six (6) hours per day.
 - b. A standard instructional day may not be less than two (2) hours per day.
 5. The Program's total planned hours of instruction for the school year:
 - a. Is the sum of the hours of instruction for all instructional months of the Program's school year.
 - b. Must have a minimum of nine hundred (900) annual planned hours of instruction.

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L. 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.

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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:

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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.

- 292 8. Is not currently enrolled in a high school program, including Alternative Learning
293 Experience, College in the High School or another reengagement program excluding Jobs
294 for Washington's Graduate (JWG) program,
295
296 9. If concurrently enrolled in a Running Start, Skills Center, or JWG program, is not exceeding
297 the full-time equivalent (FTE) limitation pursuant to WAC 382-121-138,
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299 10. Has not exceeded the 1.0 annual average FTE (AAFTE) for the school year to include prior
300 months' enrollment in a high school, at a state institution, and in JWG program
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302 **M. Funding and Reimbursement**

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304 The District and the College will receive state basic education apportionment funding through
305 OSPI, pursuant to WAC 382-700-165 and according to the procedures set forth below:
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308 1. Distribution of funding will be as follows:
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- 310 a. The District will retain seven (7) percent of the basic education allocation.
311 b. The Agency will receive ninety-three (93) percent of the basic education allocation.
312 c. By October 1, the District shall provide a written schedule to the Agency identifying the
313 dates that the Agency shall submit invoices for reimbursement to the District. Invoices
314 will correlate to the enrollment reported monthly on the P223-1418 form submitted by
315 the Agency to the District.
316 d. The District shall remit payment within thirty (30) days of the receipt of an invoice,
317 except for the final payment for the year which will be made by October 31. Payment
318 will be contingent upon the Agency's submittal of all required reports as defined in
319 Section P.3.
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- 321 2. The District may report and retain Special Education funding from OSPI for eligible students
322 receiving special education services.
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- 324 3. The Program may provide transportation for students but additional funds are not generated
325 or provided.
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- 327 4. Reengagement students enrolled in a state-approved K-12 transitional bilingual instructional
328 program pursuant to WAC 382-160 can be claimed by the District for bilingual enhanced
329 funding.
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- 331 a. By the District will be adjusted retroactively on a proportional basis and will be reflected
332 on the final enrollment count.
333 b. If the Program is a part-time program and total hours of instruction provided is less than
334 the total planned hours of instruction, the amount of basic education funding received by
335 the District will be adjusted retroactively on a proportional basis and will be reflected on
336 the final enrollment count.
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338 **N. Required Documentation and Reporting.**

339 1. Student Documentation:
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- a. The Agency shall maintain student documentation to support eligibility as specified in Section C. and enrollment as specified in Section D.
- b. The Agency shall, on behalf of the District, request school records for each student from the last school they attended.
- c. The Agency shall maintain documentation of case management, student assessment, basic skills gains, attainments of credentials, earned measure of academic progress, and award of credit.
- d. The Agency will comply with all state and federal laws related to the privacy, sharing, and retention of student records.
- e. Access to all student records will be provided in accordance with the Family Educational Rights and Privacy Act (FERPA).

2. Monthly Student Reporting:

- a. The District will ensure that all required Program student information is reported in the student information system; and in CEDARS in accordance with OSPI's standard procedures.
- b. The District will work with the Agency to determine whether District or the Program staff will be responsible for performing required data entry following OSPI's standard procedures for all Reengagement Programs.
 - i. If the Program is responsible for data entry, the District will provide access to the student information system, as well as, training and technical assistance.
 - ii. If the District is responsible for data entry, the District will define the data elements the Program must provide for each student, as well as, the format and required reporting dates for the submission of data.

3. Annual Reporting:

- a. The Agency will prepare and submit an annual performance report to the District no later than October 1st.
- b. The District will review and submit the annual performance report to OSPI no later than November 1st.
- c. The annual report will include the following:
 - 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.
 - ii. Program's total number of students by gender, age, race/ethnicity, and credential type who earned a credential as defined in WAC 392-700-015(10).
 - iii. Program's total number of students by gender, age, race/ethnicity, and indicator of academic progress types who attained an indicator of academic progress as defined in WAC 392-700-015(14). For high school and college credit, detail the subject area.
 - iv. Total number of instructional staff assigned to the Program.

O. District Administrative Responsibilities.

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

P. Longitudinal Performance Goals.

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

Q. Records.

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

R. Indemnification.

As part of the terms of this Scope of Work, each party shall each be responsible for the consequences of any act or failure to act on the part of itself, its directors, employees, and its agents. Each party shall be responsible for its own negligence, and neither party shall indemnify or hold the other party harmless; neither party assumes responsibility to the other

party for its consequences of any act or omission of any person, firm or corporation not party to this Scope of Work. In the event of fiscal recapture due to inconsistencies or misinterpretation of law, both parties agree to collaboratively address the issue or issues and seek a collaborative solution.

8. Applicable Law.

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

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

T. No Separate Entity Created.

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

U. Amendment and Waiver.

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

V. Entire Agreement.

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

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489
490 Dave Bond
491 District Program Administrator (print name)

492
493 Dave Bond
494
495 Signature

6-14-17
Date

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499 Darcy Welsner
500 Agency Program Administrator (print name)

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502 Darcy Welsner
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504 Signature

6/15/17
Date

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506
507 Scope of Work for 1418 Reengagement Program Approved by OSPI:

508
509 Louise Shannen
510 OSPI Reengagement Program Administrator

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514 Louise Shannen
515 Signature

8/17/17
Date

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517
518 Erin LeFries-Simmons
519 OSPI Assistant Superintendent

520
521
522
523 Signature

8/23/17
Date

524
525 School Code assigned to this Program: _____

Qualification Code: 301 Grad Alliance
H.S.

302 GED