

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51

EDMONDS COLLEGE
(hereinafter referred to as College)

AND

EDMONDS SCHOOL DISTRICT
(hereinafter referred to as District)

A. Purpose.

It shall be the purpose of this Scope of Work to:

1. Support the statewide dropout reengagement system as defined in RCW 28A.175.100 and WAC 392-700.
2. Comply with requirements outlined in WAC 392-700 and provide regular and vocational education opportunities for eligible students who are working toward course credits which can be converted to high school credits through the Edmonds Career Access Open Doors [1418] Youth Reengagement Program (hereinafter referred to as Program) operated by the College.

B. Duration of Scope of Work.

This Agreement will be in effect from September 1, 2021 through August 31, 2022.

C. Eligibility.

1. Youth are eligible for reengagement programming when they meet the following criteria:
 - a) Under twenty-one (21) years of age, but at least sixteen (16) years of age, as of as of September 1, AND
 - b) Have not yet met high school graduation requirements, AND
 - c) Has been found to be credit deficient pursuant to WAC 392-7000-035(c):
 - I. A student who is more than twenty-four months from their cohort graduation date and has earned less than sixty-five percent of the high school credits expected to be earned by their cohort or has a ratio of earned credits to attempted credits that is less than sixty-five percent. A cohort is the group of students that enter the ninth grade in the same school year;
 - II. A student who is between twelve and twenty-four months from their cohort graduation date and has earned less than seventy percent of the high school credits expected to be earned by their cohort or has a ratio of earned credits to attempted credits that is less than seventy percent;
 - III. A student who is less than twelve months from their cohort graduation date or who has passed their cohort graduation date by less than twelve months and has earned less than seventy-five percent of the high school credits expected to be earned by their cohort or has a ratio of earned credits to attempted credits that is less than seventy-five percent;

- 52
53
54
55
56
57
58
59
- IV. A student who is passed their cohort graduation date by twelve months or more and has not met their district, tribal compact school, or charter school graduation requirements; or
 - V. A student who has never attended the ninth grade and has earned zero high school credits.

60 OR

- 61
62
63
64
65
66
- d) If not credit deficient as outlined in Section C.1.b., have been recommended for enrollment by case managers from the Department of Social and Health Services (DSHS), the juvenile justice system, District approved school personnel, or staff from community agencies which provide educational advocacy services.

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

- 68
69
70
71
72
- a) Have been withdrawn from their last high school, AND
 - b) Have been released from their district of residence, if necessary, in order to be enrolled in the District.

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

- 74
75
76
77
78
79
80
81
82
- a) Earns a high school diploma. NOTE: Students who earn their General Educational Development (GED) retain their eligibility and may continue to participate in the Program.
 - b) Earns an Associate Degree.
 - c) Becomes ineligible because has turned age twenty-one (21) on or before September 1 of a new school year.

83 **D. Enrollment.**

84
85 1. A student will be considered enrolled when he/she has:

- 86
87
88
89
90
91
92
- a) Met all eligibility criteria specified in Section C.
 - b) Completed all steps of the application process established by the District and the Program.
 - c) Been accepted for enrollment by the District.
 - d) Been enrolled by the Program.

93 **E. Instruction.**

94
95 The College will be responsible for the provision and oversight of all instruction under this Scope of Work in accordance with the following:

96
97
98 1. All reengagement instruction will be:

- 99
100
- a) Designed to help students acquire high school credits, acquire at least high school level skills, and be academically prepared for success in college and/or work.

- 101 b) Provided in accordance with the skills level and learning needs of individual students
102 and not the student's chronological age or associated grade level. Therefore:
103
104 i. Instruction that is at the ninth (9th) grade level or higher shall generate credits that
105 can be applied to high school diploma, AND;
106
107 ii. Instruction that is below the ninth (9th) grade level shall not generate high school
108 credits but will be counted as part of the Program's instructional programming for
109 the purposes of calculating student enrollment, and will be designed to prepare
110 students for coursework that is at the ninth (9th) grade level or higher.
111
112 iii. Instruction that is at or above the 100 level is considered dual credit and must be
113 designated with the "Y" code when transcribing high school credit.
114
- 115 c) Not limited to only those courses in which they are deficient in high school credits.
116
- 117 2. Instruction for reengagement students will be provided through courses approved by
118 college, identifiable by course title, course number, quarter, number of credits, and, for
119 vocational course, the Classification of Instructional Programs (CIP) code number
120 assigned by OSPI to the approved Career and Technical Education (CTE) course.
121
- 122 3. The following instruction will be offered to all students, as appropriate for their goals, skills
123 levels, and completion of prerequisites:
124
- 125 a) Basic skills remediation courses and preparation for high school equivalency certificate
126 exams.
127 b) Courses that lead to a postsecondary degree or certificate.
128 c) Coursework that will lead to a high school diploma.
129 d) College and work readiness preparation coursework.
130
- 131 4. Instruction shall generate credits that can be applied to a high school diploma awarded by
132 the District or by a community or technical college under RCW 28B.50.535 and shall be
133 provided with the goal of enabling the reengagement student to acquire the skills
134 necessary for postsecondary education and of earning a secondary or postsecondary
135 credential, certificate, or degree and/or employment.
136
- 137 5. The Program may restrict or deny enrollment into classes if a student's academic
138 performance or conduct does not meet established guidelines.
139
- 140 6. The Program will administer standardized tests within one (1) month of enrollment or
141 secure test results from no more than six (6) months prior to enrollment in order to
142 determine a student's initial math and reading level upon entering the Program. A
143 commonly accepted standardized academic skills assessment tools will be used. All
144 required assessments will be provided to the students free of charge.
145
- 146 7. The College will provide instruction, tuition, and required academic skills assessments at
147 no cost to the students, but may collect mandatory fees as established by the Program.
148

- 149 a) Consumable supplies, textbooks, and other materials that are retained by the student do
150 not constitute tuition or a fee.
151 b) The Program will establish a waiver/scholarship process for qualifying students.
152
153 8. The College will ensure that all instruction will be provided by instructors who are
154 employed or appointed by the College whose required credentials are established by the
155 College.
156
157 9. Instructor to student ratio for any course open to both reengagement students and non-
158 reengagement students will be determined by the College.
159
160 10. Instructor to student ratio for classes designed exclusively for Program students will not
161 exceed a 1:35 ratio.
162

F. Case Management and Student Support.

163 The College will be responsible for the provision of case management services to all enrolled
164 students in accordance with the following:
165
166

- 167
168 1. Case management staff will be assigned to the College to provide accessible, consistent
169 support to students as well as, academic advising, career guidance information,
170 employment assistance or referrals, and referrals to DSHS.
171
172 2. Program staff will meet with each eligible student at a minimum monthly to assess
173 progress toward coursework completion and mitigate barriers.
174
175 3. The Program will maintain a case management staff to student ratio not to exceed 1:75
176 (one case manager FTE to seventy-five (75) enrolled students) on a full-time continuous
177 basis throughout the school year.
178
179 4. Only the percent of each staff member's time that is allocated to fulfilling case
180 management responsibilities will be included in the calculation of a Program's case
181 management staff FTE to student ratio
182
183 5. Even though the provision of case management services will require case management
184 staff to work in the community to meet client needs, case management staff will be
185 primarily based at the Program's instructional site(s).
186
187 6. The Program will ensure that case management services and instruction are integrated
188 and coordinated, and that procedures are established that facilitate timely relevant
189 communication about student progress.
190
191 7. All case management staff will be employed by the College and will have at least a
192 Bachelors degree in social work, counseling, education, or a related field, OR at least two
193 (2) years experience providing case management, counseling or related direct services to
194 at-risk individuals or sixteen to twenty-one (16-21) year old youth.
195

G. District Administrative Responsibilities.

196
197

- 198 1. Upon Office of Superintendent of Public Instruction’s (OSPI) determination that this Scope
199 of Work contains approved standard language that delineates responsibility for all the
200 required elements of a Youth [1418] Reengagement Program as outlined in RCW
201 28A.175.100, and WAC 392-700, OSPI will assign a school code to be used by the
202 District, the College, and OSPI to exclusively identify the Program. The District will use this
203 code in its student information system and in Comprehensive Education Data and
204 Research System (CEDARS) to identify all students enrolled in the Program.
205
206 2. The District will work cooperatively with the College to implement this Scope of Work and
207 to ensure that quality reengagement services are provided in accordance with WAC 392-
208 700.
209
210 3. The District will designate a primary contact person to work with the College in
211 implementing this Scope of Work and to provide oversight and technical assistance.
212

213 **H. Statewide Student Assessment and Multiple Pathways to Graduation**

- 214
215 1. The District will work with the College to ensure that all reengagement students have the
216 opportunity to participate in the statewide student assessment and understand that this
217 assessment, or an approved alternative, is a high school graduation requirement for
218 students in the class of 2019 and earlier.
219
220 2. The District will work with the College to ensure that all reengagement students in the
221 class of 2020 and beyond have the opportunity to participate in the statewide student
222 assessment as well as other state approved pathways to graduation.
223
224 3. The District will include reengagement students when calculating districtwide statistics in
225 relation to the statewide assessments
226

227 **I. Provision of Special Education.**

- 228
229 1. The District will be responsible for the provision of special education services to any
230 enrolled reengagement students who qualify for special education in accordance with all
231 state and federal law.
232
233 2. The District will be responsible for the:
234 a) Requesting of student special education records.
235 b) Determination of whether the student or the student’s parents wish to request a waiver
236 of special education services.
237

238 **J. Provision of Transitional Bilingual Services**

- 239
240 1. The District will be responsible for the provision of services to students who are eligible for
241 transitional bilingual services, and are otherwise qualified for participation in the Program.
242

243 **K. Provision of Section 504 Accommodation Plan.**

244
245 The College will provide the same accommodations to reengagement students under Section
246 504 of the 1973 Rehabilitation Act as it provides to all students of the College.

247
248
249
250
251
252
253
254
255
256
257
258
259
260
261
262
263
264
265
266
267
268
269
270
271
272
273
274
275
276
277
278
279
280
281
282
283
284
285
286
287
288
289
290
291
292
293
294
295

L. Award of Credit.

In accordance with RCW 28A.175.100, high school credit will be awarded for all College coursework in which reengagement 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)(a).
2. The District is responsible for reporting high school credits earned by reengagement 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 contract is implemented as part of the District’s policy regarding award of credits per WAC 180-51-050(5) and (6).

L. Annual School Calendar.

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

1. The school year begins in September and ends in August.
2. The College 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 that 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 one thousand (1,000) annual planned hours of instruction.
6. Regardless of the Program’s annual school calendar, instruction will be offered in accordance with the college’s academic calendar.

M. Reporting of Student Enrollment.

1. The following criteria must be met for each student claimed for state funding on each monthly count day:
 - a) Met the eligibility criteria as specified in Section C.
 - b) Met the enrollment criteria as specified in Section D.
 - c) Met the minimum attendance standard on or during the month prior to the monthly count day.
 - d) Has not withdrawn or been dropped prior to the monthly count day.
 - e) Is not being claimed by a state institution pursuant to WAC 392-121-221 on the monthly count day.

- 296 f) Is not enrolled in course work that has been reported by a college for postsecondary
297 funding.
298 g) Is not currently enrolled in a high school program, including Alternative Learning
299 Experience, College in High School or another reengagement program excluding Jobs
300 for Washington's Graduate (JWG) program,
301 h) If concurrently enrolled in a Running Start, Skills Center, or JWG program, is not
302 exceeding the full-time equivalent (FTE) limitation pursuant WAC 392-121-136.
303 i) Has not exceeded 1.0 AAFTE for the current school year as defined in WAC 392-700-
304 015(2) and been counted for more than then (10) months as a 1.0 FTE.
305
- 306 2. Enrollment will be reported on a monthly basis in accordance with the following:
307
- 308 a) Enrollment is based on the number of students enrolled on the monthly count day as
309 defined in WAC 392-121-119.
310 b) The College shall submit monthly enrollment report to the District by the third (3rd)
311 business day of September, and the first (1st) business day of each following month.
312 c) For college level classes (100 level and above), the student's FTE is determined by the
313 enrolled college credits.
314
- 315 i. Fifteen (15) college credits equal 1.0 FTE.
316 ii. Students enrolled in less than fifteen (15) credits will be reported as a partial FTE.
317 The FTE reported will be calculated by dividing the number of enrolled credits by
318 fifteen (15).
319 iii. Enrollment in college classes over fifteen (15) college credits is limited to 1.0 FTE.
320
- 321 d) For classes below college level, the student must meet the requirement of attaining
322 satisfactory progress during any three month period pursuant WAC 392-700-160(2)
323 and the FTE is based on the Program's total planned hours of instruction pursuant
324 WAC 392-700-155(1).
325

326 **N. Funding and Reimbursement.** 327

328 The District and the College will receive state basic education apportionment funding through
329 OSPI, according to the procedures set forth below:
330

- 331 1. Each student eligible for state funding as specified in Section M. will be reported as a full
332 or part-time FTE on each monthly count day.
333
- 334 2. The Program standard reimbursement rates are the statewide average annual non-
335 vocational and vocational rates as determined by OSPI pursuant WAC 392-169-095.
336
- 337 3. Distribution of funding will be as follows:
338
- 339 a) The District will retain fifteen (15) percent of the basic education allocation for
340 administrative purposes and support.
341 b) The College will receive eighty-five (85) percent of the basic education allocation.
342 c) By October 1, the District shall provide a written schedule to the College identifying the
343 dates that the College shall submit invoices for reimbursement to the District. Invoices

344 will correlate to the enrollment reported monthly on the P223-1418 form submitted by
345 the College to the District.

- 346 d) The District shall remit payment within thirty (30) days of the receipt of an invoice,
347 except for the final payment for the year which will be made by October 31. Payment
348 will be contingent upon the College's submittal of all required reports as defined in
349 Section O.3.

- 350
- 351 4. The District may report and retain Special Education funding from OSPI for eligible
352 students receiving special education services.
- 353
- 354 7. The Program may provide transportation for students but additional funds are not
355 generated or provided.
- 356
- 357 8. Reengagement students enrolled in a state-approved K-12 transitional bilingual
358 instructional program pursuant to WAC 392-160 can be claimed by the District for bilingual
359 enhanced funding.

360 **O. Required Documentation and Reporting.**

361 1. Student Documentation:

- 362
- 363 a) The College shall maintain student documentation to support eligibility as specified in
364 Section C. and enrollment as specified in Section D.
- 365 b) The College shall, on behalf of the District, request school records for each student
366 from the last school they attended.
- 367 c) The College shall maintain documentation of case management, student assessment,
368 basic skills gains, attainments of credentials, earned measure of academic progress,
369 and award of credit.
- 370 d) The College will comply with all state and federal laws related to the privacy, sharing,
371 and retention of student records.
- 372 e) Access to all student records will be provided in accordance with the Family
373 Educational Rights and Privacy Act (FERPA).

374 2. Monthly Reporting of Student Data:

- 375
- 376 a) The District will ensure that all required Program student information is reported in the
377 student information system; and in CEDARS in accordance with OSPI's standard
378 procedures.
- 379 b) The District will work with the College to determine whether District or the Program staff
380 will be responsible for performing required data entry following OSPI's standard
381 procedures for all Reengagement Programs.
- 382
- 383 i. If the Program is responsible for data entry, the District will provide access to the
384 student information system, as well as, training and technical assistance.
- 385 ii. If the District is responsible for data entry, the District will define the data elements
386 the Program must provide for each student, as well as, the format and required
387 reporting dates for the submission of data.

388 3. Annual Reporting:

393
394
395
396
397
398
399
400
401
402
403
404
405
406
407
408
409
410
411
412
413
414
415
416
417
418
419
420
421
422
423
424
425
426
427
428
429
430
431
432
433
434
435
436
437
438
439
440
441

- a) The College 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, dismissed, and withdrawn from the program.
 - ii. Program’s total number of students by gender, age, race/ethnicity, and credential type who earned a High school Diploma or Associate Degree credential.
 - 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(15).
 - iv. Total number of instructional staff assigned to the Program.

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 College 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 College, 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. In accordance with FERPA requirements, such data will be shared only with parent or eligible student consent. 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. Neither party shall indemnify

442 or hold the other party harmless; neither party assumes responsibility to the other party for the
443 consequences of any act or omission of any person, firm or corporation not party to this
444 Scope of Work. In the event of fiscal recapture due to inconsistencies or misinterpretation of
445 law, both parties agree to collaboratively address the issue or issues and seek a collaborative
446 solution.

447
448 **S. Applicable Law.**

449
450 This Scope of Work is entered into pursuant to and under authority granted by the laws of the
451 state of Washington and any applicable federal laws. The provisions of this Scope of Work
452 shall be construed to conform to those laws. In the event of any inconsistency in the terms of
453 this Scope of Work, or between its terms and any applicable statute or rule, the consistency
454 shall be resolved by giving precedence in the following order:

- 455
456 1. Applicable state and federal statutes and rules.
457 2. Statement of work herein.
458 3. Any other provisions of the Scope of Work, including materials incorporated by
459 reference.

460
461 **T. No Separate Entity Created.**

462
463 No separate legal or administrative entity is intended by this Scope of Work.

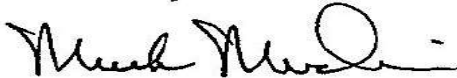
464
465 **U. Amendment and Waiver.**

466
467 This approved Scope of Work may be waived, changed, modified, or amended only in
468 writing by authorized individuals of both parties. If any provision of the Scope of Work shall
469 be deemed in conflict with any statute or rule of law, such provision shall be modified to be
470 in conformance with said statute or rule of law.

471
472 **V. Entire Agreement.**

473
474 This Scope of Work constitutes the entire agreement of the parties and supersedes any
475 previous written or oral Scope of Works. Any other Scope of Work, representation, or
476 understanding, verbal or otherwise, relating to the services of College and the District, or
477 otherwise dealing in any manner with the subject matter of this Scope of Work, is hereby
478 deemed to be null and void and of no force and effect whatsoever.

479
480
481 Mark Madison
482 _____
483 District Program Administrator (print name)

484 
485 _____
486 Signature

08-19-2021

Date

487
488
489 Kim Chapman
490 _____
College Program Administrator (print name)

491
492
493
494
495
496
497
498
499
500
501
502
503

Km Chapman

Signature

8-19-21

Date

Lydia Sellie

District Executive Director of Business and Operations (print name)

Signature

Date