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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 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, 2020 through August 31, 2021.

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
 - 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;

51 IV. A student who is passed their cohort graduation date by twelve months or more and
52 has not met their district, tribal compact school, or charter school graduation
53 requirements; or

54
55 V. A student who has never attended the ninth grade and has earned zero high school
56 credits.

57
58 OR

59
60 c) If not credit deficient as outlined in Section C.1.b., have been recommended for
61 enrollment by case managers from the Department of Social and Health Services
62 (DSHS), the juvenile justice system, District approved school personnel, or staff from
63 community agencies which provide educational advocacy services.

64
65 2. Additionally, prior to enrollment in the Program, all students must:

- 66
67 a) Have been withdrawn from their last high school, AND
68 b) Have been released from their district of residence, if necessary, in order to be
69 enrolled in the District.

70
71 3. Once determined eligible for reengagement programming, a student will retain eligibility,
72 regardless of breaks in enrollment, until the student does one of the following:

- 73
74 a) Earns a high school diploma. NOTE: Students who earn their General Educational
75 Development (GED) retain their eligibility and may continue to participate in the
76 Program.
77 b) Earns an Associate Degree.
78 c) Becomes ineligible because has turned age twenty-one (21) on or before September 1
79 of a new school year.

80
81 **D. Enrollment.**

82
83 1. A student will be considered enrolled when he/she has:

- 84
85 a) Met all eligibility criteria specified in Section C.
86 b) Completed all steps of the application process established by the District and the
87 Program.
88 c) Been accepted for enrollment by the District.
89 d) Been enrolled by the Program.

90
91 **E. Instruction.**

92
93 The College will be responsible for the provision and oversight of all instruction under this
94 Scope of Work in accordance with the following:

- 95
96 1. All reengagement instruction will be:
97 a) Designed to help students acquire high school credits, acquire at least high school
98 level skills, and be academically prepared for success in college and/or work.
99

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

- 148 8. The College will ensure that all instruction will be provided by instructors who are
149 employed or appointed by the College whose required credentials are established by the
150 College.
151
- 152 9. Instructor to student ratio for any course open to both reengagement students and non-
153 reengagement students will be determined by the College.
154
- 155 10. Instructor to student ratio for classes designed exclusively for Program students will not
156 exceed a 1:35 ratio.
157

158 **F. Case Management and Student Support.**
159

160 The College will be responsible for the provision of case management services to all enrolled
161 students in accordance with the following:
162

- 163 1. Case management staff will be assigned to the College to provide accessible, consistent
164 support to students as well as, academic advising, career guidance information,
165 employment assistance or referrals, and referrals to DSHS.
166
- 167 2. Program staff will meet with each eligible student at a minimum monthly to assess
168 progress toward coursework completion and mitigate barriers.
169
- 170 3. The Program will maintain a case management staff to student ratio not to exceed 1:75
171 (one case manager FTE to seventy-five (75) enrolled students) on a full-time continuous
172 basis throughout the school year.
173
- 174 4. Only the percent of each staff member's time that is allocated to fulfilling case
175 management responsibilities will be included in the calculation of a Program's case
176 management staff FTE to student ratio
177
- 178 5. Even though the provision of case management services will require case management
179 staff to work in the community to meet client needs, case management staff will be
180 primarily based at the Program's instructional site(s).
181
- 182 6. The Program will ensure that case management services and instruction are integrated
183 and coordinated, and that procedures are established that facilitate timely relevant
184 communication about student progress.
185
- 186 7. All case management staff will be employed by the College and will have at least a
187 Bachelors degree in social work, counseling, education, or a related field, OR at least two
188 (2) years experience providing case management, counseling or related direct services to
189 at-risk individuals or sixteen to twenty-one (16-21) year old youth.
190

191 **G. District Administrative Responsibilities.**
192

- 193 1. Upon Office of Superintendent of Public Instruction's (OSPI) determination that this Scope
194 of Work contains approved standard language that delineates responsibility for all the
195 required elements of a Reengagement Program as outlined in RCW 28A.175.100, and
196 WAC 392-700, OSPI will assign a school code to be used by the District, the College, and

197 OSPI to exclusively identify the Program. The District will use this code in its student
198 information system and in Comprehensive Education Data and Research System
199 (CEDARS) to identify all students enrolled in the Program.
200

- 201 2. The District will work cooperatively with the College to implement this Scope of Work and
202 to ensure that quality reengagement services are provided in accordance with WAC 392-
203 700.
204
- 205 3. The District will designate a primary contact person to work with the College in
206 implementing this Scope of Work and to provide oversight and technical assistance.
207

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

- 209
- 210 1. The District will work with the College to ensure that all reengagement students have the
211 opportunity to participate in the statewide student assessment and understand that this
212 assessment, or an approved alternative, is a high school graduation requirement for
213 students in the class of 2019 and earlier.
214
- 215 2. The District will work with the College to ensure that all reengagement students in the
216 class of 2020 and beyond have the opportunity to participate in the statewide student
217 assessment as well as other state approved pathways to graduation.
218
- 219 3. The District will include reengagement students when calculating districtwide statistics in
220 relation to the statewide assessments
221

222 **I. Provision of Special Education.**

- 223
- 224 1. The District will be responsible for the provision of special education services to any
225 enrolled reengagement students who qualify for special education in accordance with all
226 state and federal law.
227
- 228 2. The District will be responsible for the:
229 a) Requesting of student special education records.
230 b) Determination of whether the student or the student's parents wish to request a waiver
231 of special education services.
232

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

- 234
- 235 1. The District will be responsible for the provision of services to students who are eligible for
236 transitional bilingual services, and are otherwise qualified for participation in the Program.
237

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

239
240 The College will provide the same accommodations to reengagement students under Section
241 504 of the 1973 Rehabilitation Act as it provides to all students of the College.
242

243 **L. Award of Credit.**

245 In accordance with RCW 28A.175.100, high school credit will be awarded for all College
246 coursework in which reengagement students are enrolled, including high school equivalency
247 certificate preparation, in accordance with the following:
248

- 249 1. High school credit will be awarded for Program instruction provided by the College in
250 accordance WAC 392-700-137(2)(a).
- 251 2. The District is responsible for reporting high school credits earned by reengagement
252 students per OSPI regulations. College transcripts and other student records requested by
253 the District will be provided by the College as needed to facilitate this process.
- 254 3. The District will ensure that the process for awarding high school credits under this
255 contract is implemented as part of the District's policy regarding award of credits per WAC
256 180-51-050(5) and (6).

257 **L. Annual School Calendar.**

258 The following requirements will be met in relation to the school calendar:
259

- 260 1. The school year begins in September and ends in August.
- 261 2. The College will provide the District with a calendar of school year prior to the beginning of
262 the Program's start date.
- 263 3. The school year calendar must meet the following criteria:
264
 - 265 a) The specific planned days of instruction will be identified.
 - 266 b) There must be a minimum of ten (10) instructional months.
- 267 4. Regardless of the Program's annual school calendar, instruction will be offered in
268 accordance with the college's academic calendar.

269 **M. Reporting of Student Enrollment.**

- 270 1. The following requirements must be met when reporting student enrollment for state
271 funding:
272
 - 273 a) Met the eligibility criteria as specified in Section C.
 - 274 b) Met the enrollment criteria as specified in Section D.
 - 275 c) Met the minimum attendance standard on or during the month prior to the monthly
276 count day.
 - 277 d) Has not withdrawn or been dropped prior to the monthly count day.
 - 278 e) If concurrently enrolled in any other program for which basic education is received,
279 (i.e., common high school, running start, alternative learning education, or skills
280 center), does not exceed the FTE limitation pursuant WAC 392-121-136.
 - 281 f) Is not enrolled in course work that has been reported by a college for postsecondary
282 funding.
 - 283 g) Has not exceeded 1.0 AAFTE for the current school year as defined in WAC 392-700-
284 015(2) and been counted for more than then (10) months as a 1.0 FTE.
- 285 2. Enrollment will be reported on a monthly basis in accordance with the following:
286
287
288
289
290
291
292

- 293 a) Enrollment is based on the number of students enrolled on the monthly count day as
294 defined in WAC 392-121-119.
295 b) The College shall submit monthly enrollment report to the District by the third (3rd)
296 business day of September, and the first (1st) business day of each following month.
297 c) For college level classes, the student's FTE is determined by the enrolled college
298 credits.
299
300 i. Fifteen (15) college credits equal 1.0 FTE.
301 ii. Students enrolled in less than fifteen (15) credits will be reported as a partial FTE.
302 The FTE reported will be calculated by dividing the number of enrolled credits by
303 fifteen (15).
304 iii. Enrollment in college classes over fifteen (15) college credits is limited to 1.0 FTE.
305
306 d) For classes below college level, the student must meet the requirement of attaining
307 satisfactory progress during any three month period pursuant WAC 392-700-160(2)
308 and the FTE is based on the Program's total planned hours of instruction pursuant
309 WAC 392-700-155(1).
310

311 **N. Funding and Reimbursement.**

312
313 The District and the College will receive state basic education apportionment funding through
314 OSPI, according to the procedures set forth below:
315

- 316 1. Each student eligible for state funding as specified in Section M. will be reported as a full
317 or part-time FTE on each monthly count day.
318
319 2. The Program standard reimbursement rates are the statewide average annual non-
320 vocational and vocational rates as determined by OSPI pursuant WAC 392-169-095.
321
322 3. Distribution of funding will be as follows:
323
324 a) The District will retain fifteen (15) percent of the basic education allocation for
325 administrative purposes and support.
326 b) The College will receive eighty-five (85) percent of the basic education allocation.
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 d) The District shall remit payment within thirty (30) days of the receipt of an invoice,
332 except for the final payment for the year which will be made by October 31. Payment
333 will be contingent upon the College's submittal of all required reports as defined in
334 Section O.3.
335
336 4. The District may report and retain Special Education funding from OSPI for eligible
337 students receiving special education services.
338
339 5. The Program may provide transportation for students but additional funds are not
340 generated or provided.
341

- 342 6. Reengagement students enrolled in a state-approved K-12 transitional bilingual
343 instructional program pursuant to WAC 392-160 can be claimed by the District for bilingual
344 enhanced funding.
345

346 **O. Required Documentation and Reporting.**
347

348 1. Student Documentation:
349

- 350 a) The College shall maintain student documentation to support eligibility as specified in
351 Section C. and enrollment as specified in Section D.
352 b) The College shall, on behalf of the District, request school records for each student
353 from the last school they attended.
354 c) The College shall maintain documentation of case management, student assessment,
355 basic skills gains, attainments of credentials, earned measure of academic progress,
356 and award of credit.
357 d) The College will comply with all state and federal laws related to the privacy, sharing,
358 and retention of student records.
359 e) Access to all student records will be provided in accordance with the Family
360 Educational Rights and Privacy Act (FERPA).
361

362 2. Reporting of Student Data:
363

- 364 a) The District will ensure that all required Program student information is reported in the
365 student information system; and in CEDARS in accordance with OSPI's standard
366 procedures.
367 b) The District will work with the College to determine whether District or the Program staff
368 will be responsible for performing required data entry following OSPI's standard
369 procedures for all Reengagement Programs.
370
371 i. If the Program is responsible for data entry, the District will provide access to the
372 student information system, as well as, training and technical assistance.
373 ii. If the District is responsible for data entry, the District will define the data elements
374 the Program must provide for each student, as well as, the format and required
375 reporting dates for the submission of data.
376

377 3. Annual Reporting:
378

- 379 a) The College will prepare and submit an annual performance report to the District no
380 later than September 1st.
381 b) The District will review and submit the annual performance report to OSPI no later than
382 September 30th.
383 c) The annual report will include the following:
384
385 i. Total number of students enrolled, dismissed, and withdrawn.
386 ii. Total AAFTE reported for the school year.
387 iii. Total number of instructional staff FTE.
388 iv. Types and total Indicators of Academic Progress (IAP's) completed per AAFTE.
389 v. Types and total credentials earned per AAFTE.
390 vi. Total high school credits earned and high school credits per AAFTE.

391 vii. Total college credits earned and college credits earned per AAFTE.
392

393 **P. Longitudinal Performance Goals.**
394

- 395 1. Longitudinal performance data for the Program and the statewide reengagement system
396 as a whole will be reported through the Washington’s P-20 (pre-school to post-secondary
397 and workforce) longitudinal data system, the Education Research and Data Center
398 (ERDC).
399
- 400 2. The District will work with the College to collect and report student data requested by the
401 ERDC in order to accomplish the longitudinal follow-up of reengagement students.
402 Specifically, the following unique identifier data points will be collected, to the extent
403 possible, by the Program, reported by the College, and verified by the District, for each
404 enrolled reengagement student:
405
- 406 a) Full legal name.
407 b) Birth date.
408 c) State student identifier number (SSID).
409 d) Social security number.
410 e) College student identification number (SID), if applicable.
411
- 412 3. In accordance with FERPA requirements, such data will be shared only with parent or
413 eligible student consent. While reengagement students will be encouraged to provide the
414 data needed for longitudinal follow-up, the Program will ensure that a student’s
415 unwillingness or inability to provide the requested data will not be a barrier to enrollment.
416

417 **Q. Records.**
418

419 All operations of, and accounting by, either party pertaining to this Scope of Work shall be
420 open to the inspection of either party.
421

422 **R. Indemnification.**
423

424 As part of the terms of this Scope of Work, each party shall each be responsible for the
425 consequences of any act or failure to act on the part of itself, its directors, employees, and its
426 agents. Each party shall be responsible for its own negligence. Neither party shall indemnify
427 or hold the other party harmless; neither party assumes responsibility to the other party for the
428 consequences of any act or omission of any person, firm or corporation not party to this
429 Scope of Work. In the event of fiscal recapture due to inconsistencies or misinterpretation of
430 law, both parties agree to collaboratively address the issue or issues and seek a collaborative
431 solution.
432

433 **S. Applicable Law.**
434

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

- 440
441 1. Applicable state and federal statutes and rules.
442 2. Statement of work herein.
443 3. Any other provisions of the Scope of Work, including materials incorporated by
444 reference.

445
446 **T. No Separate Entity Created.**
447

448 No separate legal or administrative entity is intended by this Scope of Work.
449

450 **U. Amendment and Waiver.**
451

452 This approved Scope of Work may be waived, changed, modified, or amended only in
453 writing by authorized individuals of both parties. If any provision of the Scope of Work shall
454 be deemed in conflict with any statute or rule of law, such provision shall be modified to be
455 in conformance with said statute or rule of law.
456

457 **V. Entire Agreement.**
458

459 This Scope of Work constitutes the entire agreement of the parties and supersedes any
460 previous written or oral Scope of Works. Any other Scope of Work, representation, or
461 understanding, verbal or otherwise, relating to the services of College and the District, or
462 otherwise dealing in any manner with the subject matter of this Scope of Work, is hereby
463 deemed to be null and void and of no force and effect whatsoever.
464

465
466 _____
467 District Program Administrator (print name)
468

469
470 _____
471 Signature Date
472

473
474 _____
475 College Program Administrator (print name)
476

477
478 _____
479 Signature Date
480

481
482 _____
483 District Executive Director of Business and Operations (print name)
484

485
486 _____
487 Signature Date
488