

1 **EDMONDS COMMUNITY COLLEGE**  
2 (hereinafter referred to as College)

3  
4 AND

5  
6 **EDMONDS SCHOOL DISTRICT 15**  
7 (hereinafter referred to as District)

8  
9  
10 **A. Purpose.**

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

- 12  
13  
14 1. Support the statewide dropout reengagement system as defined in RCW 28A.175.100 and  
15 WAC 392-700.  
16 2. Comply with requirements outlined in WAC 392-700 and provide regular and vocational  
17 education opportunities for eligible students who are working toward course credits which  
18 can be converted to high school credits through the Edmonds Career Access  
19 Reengagement Program (hereinafter referred to as Program) operated by the College.  
20

21 **B. Duration of Scope of Work.**

22 This Agreement will be in effect from September 1, 2019 through August 31, 2020.  
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24  
25

26 **C. Eligibility.**

- 27  
28 1. Youth are eligible for reengagement programming when they meet the following criteria:  
29  
30 a) Under twenty-one (21) years of age, but at least sixteen (16) years of age, as of as of  
31 September 1, AND  
32 b) Have not yet met high school graduation requirements, AND  
33  
34 i. Students who, based on their original expected graduation date, have participated or  
35 could have participated in up to two (2) full years of high school must have an earned  
36 to attempted credit ratio that is sixty-five (65) percent or less. (Earned credits divided  
37 by attempted credits  $\leq$  sixty-five ( 65) percent); OR  
38  
39 ii. Students who, based on their original expected graduation date, have participated or  
40 could have participated in three (3) full years of high school must have an earned to  
41 attempted credit ratio that is seventy (70) percent or less. (Earned credits divided by  
42 attempted credits  $\leq$  seventy (70) percent).  
43  
44 iii. Students who, based on their original expected graduation date, have participated or  
45 could have participated in four or five (4-5) full years of high school must have an  
46 earned to attempted credit ratio that is seventy-five (75) percent or less. (Earned  
47 credits divided by attempted credits  $\leq$  seventy-five (75) percent).  
48  
49 iv. Students enrolling 12 months after their original expected graduation date must have  
50 failed to meet high school graduation requirements.  
51

52 v. Students who have never enrolled in high school and/or are in their first year of high  
53 school must have earned zero (0) high school credit.

54  
55 OR

56  
57 c) If not credit deficient as outlined in Section C.1.b., have been recommended for  
58 enrollment by case managers from the Department of Social and Health Services  
59 (DSHS), the juvenile justice system, District approved school personnel, or staff from  
60 community agencies which provide educational advocacy services.

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

63  
64 a) Have been withdrawn from their last high school, AND  
65 b) Have been released from their district of residence, if necessary, in order to be  
66 enrolled in the District.

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

70  
71 a) Earns a high school diploma. NOTE: Students who earn their General Educational  
72 Development (GED) retain their eligibility and may continue to participate in the  
73 Program.  
74 b) Earns an Associate Degree.  
75 c) Becomes ineligible because has turned age twenty-one (21) on or before September 1  
76 of a new school year.

77  
78 **D. Enrollment.**

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

81  
82 a) Met all eligibility criteria specified in Section C.  
83 b) Completed all steps of the application process established by the District and the  
84 Program.  
85 c) Been accepted for enrollment by the District.  
86 d) Been enrolled by the Program.

87  
88 **E. Instruction.**

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

92  
93 1. All reengagement instruction will be:

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

96  
97 i. Instruction that is at the ninth (9<sup>th</sup>) grade level or higher shall generate credits that  
98 can be applied to high school diploma, AND;  
99

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

- 149 9. Instructor to student ratio for any course open to both reengagement students and non-  
150 reengagement students will be determined by the College.  
151  
152 10. Instructor to student ratio for classes designed exclusively for Program students will not  
153 exceed a 1:35 ratio.  
154

155 **F. Case Management and Student Support.**  
156

157 The College will be responsible for the provision of case management services to all enrolled  
158 students in accordance with the following:  
159

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

188 **G. District Administrative Responsibilities.**  
189

- 190 1. Upon Office of Superintendent of Public Instruction's (OSPI) determination that this Scope  
191 of Work contains approved standard language that delineates responsibility for all the  
192 required elements of a Reengagement Program as outlined in RCW 28A.175.100, and  
193 WAC 392-700, OSPI will assign a school code to be used by the District, the College, and  
194 OSPI to exclusively identify the Program. The District will use this code in its student  
195 information system and in Comprehensive Education Data and Research System  
196 (CEDARS) to identify all students enrolled in the Program.  
197

- 198 2. The District will work cooperatively with the College to implement this Scope of Work and  
199 to ensure that quality reengagement services are provided in accordance with WAC 392-  
200 700.  
201  
202 3. The District will designate a primary contact person to work with the College in  
203 implementing this Scope of Work and to provide oversight and technical assistance.  
204

#### 205 **H. Statewide Student Assessment and Multiple Pathways to Graduation**

206

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

#### 219 **I. Provision of Special Education.**

220

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

#### 231 **J. Provision of Section 504 Accommodation Plan.**

232

233 The College will provide the same accommodations to reengagement students under Section  
234 504 of the 1973 Rehabilitation Act as it provides to all students of the College.  
235

#### 236 **K. Award of Credit.**

237

238 In accordance with RCW 28A.175.100, high school credit will be awarded for all College  
239 coursework in which reengagement students are enrolled, including high school equivalency  
240 certificate preparation, in accordance with the following:  
241

- 242 1. High school credit will be awarded for Program instruction provided by the College in  
243 accordance WAC 392-700-137(2)(a).  
244 2. The District is responsible for reporting high school credits earned by reengagement  
245 students per OSPI regulations. College transcripts and other student records requested by  
246 the District will be provided by the College as needed to facilitate this process.

- 247 3. The District will ensure that the process for awarding high school credits under this  
248 contract is implemented as part of the District's policy regarding award of credits per WAC  
249 180-51-050(5) and (6).  
250

251 **L. Annual School Calendar.**  
252

253 The following requirements will be met in relation to the school calendar:  
254

- 255 1. The school year begins in September and ends in August.  
256 2. The College will provide the District with a calendar of school year prior to the beginning of  
257 the Program's start date.  
258 3. The school year calendar must meet the following criteria:  
259  
260 a) The specific planned days of instruction will be identified.  
261 b) There must be a minimum of ten (10) instructional months.  
262  
263 4. Regardless of the Program's annual school calendar, instruction will be offered in  
264 accordance with the college's academic calendar.  
265

266 **M. Reporting of Student Enrollment.**  
267

- 268 1. The following requirements must be met when reporting student enrollment for state  
269 funding:  
270  
271 a) Met the eligibility criteria as specified in Section C.  
272 b) Met the enrollment criteria as specified in Section D.  
273 c) Met the minimum attendance standard on or during the month prior to the monthly  
274 count day.  
275 d) Has not withdrawn or been dropped prior to the monthly count day.  
276 e) If concurrently enrolled in any other program for which basic education is received,  
277 (i.e., common high school, running start, alternative learning education, or skills  
278 center), does not exceed the FTE limitation pursuant WAC 392-121-136.  
279 f) Is not enrolled in course work that has been reported by a college for postsecondary  
280 funding.  
281 g) Has not exceeded 1.0 AAFTE for the current school year as defined in WAC 392-700-  
282 015(2) and been counted for more than then (10) months as a 1.0 FTE.  
283  
284 2. Enrollment will be reported on a monthly basis in accordance with the following:  
285  
286 a) Enrollment is based on the number of students enrolled on the monthly count day as  
287 defined in WAC 392-121-119.  
288 b) The College shall submit monthly enrollment report to the District by the third (3<sup>rd</sup>)  
289 business day of September, and the first (1<sup>st</sup>) business day of each following month.  
290 c) For college level classes, the student's FTE is determined by the enrolled college  
291 credits.  
292  
293 i. Fifteen (15) college credits equal 1.0 FTE.

- 294 ii. Students enrolled in less than fifteen (15) credits will be reported as a partial FTE.  
295 The FTE reported will be calculated by dividing the number of enrolled credits by  
296 fifteen (15).  
297 iii. Enrollment in college classes over fifteen (15) college credits is limited to 1.0 FTE.  
298  
299 d) For classes below college level, the student must meet the requirement of attaining  
300 satisfactory progress during any three month period pursuant WAC 392-700-160(2)  
301 and the FTE is based on the Program's total planned hours of instruction pursuant  
302 WAC 392-700-155(1).  
303

## 304 **N. Funding and Reimbursement.**

305  
306 The District and the College will receive state basic education apportionment funding through  
307 OSPI, according to the procedures set forth below:  
308

- 309 1. Each student eligible for state funding as specified in Section M. will be reported as a full  
310 or part-time FTE on each monthly count day.  
311  
312 2. The Program standard reimbursement rates are the statewide average annual non-  
313 vocational and vocational rates as determined by OSPI pursuant WAC 392-169-095.  
314  
315 3. Distribution of funding will be as follows:  
316  
317 a) The District will retain fifteen (15) percent of the basic education allocation for  
318 administrative purposes and support.  
319 b) The College will receive eighty-five (85) percent of the basic education allocation.  
320 c) By October 1, the District shall provide a written schedule to the College identifying the  
321 dates that the College shall submit invoices for reimbursement to the District. Invoices  
322 will correlate to the enrollment reported monthly on the P223-1418 form submitted by  
323 the College to the District.  
324 d) The District shall remit payment within thirty (30) days of the receipt of an invoice,  
325 except for the final payment for the year which will be made by October 31. Payment  
326 will be contingent upon the College's submittal of all required reports as defined in  
327 Section O.3.  
328  
329 4. The District may report and retain Special Education funding from OSPI for eligible  
330 students receiving special education services.  
331  
332 5. The Program may provide transportation for students but additional funds are not  
333 generated or provided.  
334  
335 6. Reengagement students enrolled in a state-approved K-12 transitional bilingual  
336 instructional program pursuant to WAC 392-160 can be claimed by the District for bilingual  
337 enhanced funding.  
338

## 339 **O. Required Documentation and Reporting.**

- 340  
341 1. Student Documentation:  
342

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

355 2. Reporting of Student Data:  
356

- 357 a) The District will ensure that all required Program student information is reported in the  
358 student information system; and in CEDARS in accordance with OSPI's standard  
359 procedures.  
360 b) The District will work with the College to determine whether District or the Program staff  
361 will be responsible for performing required data entry following OSPI's standard  
362 procedures for all Reengagement Programs.  
363  
364 i. If the Program is responsible for data entry, the District will provide access to the  
365 student information system, as well as, training and technical assistance.  
366 ii. If the District is responsible for data entry, the District will define the data elements  
367 the Program must provide for each student, as well as, the format and required  
368 reporting dates for the submission of data.  
369

370 3. Annual Reporting:  
371

- 372 a) The College will prepare and submit an annual performance report to the District no  
373 later than September 1<sup>st</sup>.  
374 b) The District will review and submit the annual performance report to OSPI no later than  
375 September 30<sup>th</sup>.  
376 c) The annual report will include the following:  
377  
378 i. Total number of students enrolled, dismissed, and withdrawn.  
379 ii. Total AAFTE reported for the school year.  
380 iii. Total number of instructional staff FTE.  
381 iv. Types and total Indicators of Academic Progress (IAP's) completed per AAFTE.  
382 v. Types and total credentials earned per AAFTE.  
383 vi. Total high school credits earned and high school credits per AAFTE.  
384 vii. Total college credits earned and college credits earned per AAFTE.  
385

386 **P. Longitudinal Performance Goals.**  
387

- 388 1. Longitudinal performance data for the Program and the statewide reengagement system  
389 as a whole will be reported through the Washington's P-20 (pre-school to post-secondary  
390 and workforce) longitudinal data system, the Education Research and Data Center  
391 (ERDC).

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- 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 or hold the other party harmless; neither party assumes responsibility to the other party for the 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.

**S. 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.**

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

442

443 **U. Amendment and Waiver.**

444

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

449

450 **V. Entire Agreement.**

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

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460 \_\_\_\_\_  
District Program Administrator (print name)

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465 Signature

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College Program Administrator (print name)

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District Executive Director of Business and Operations (print name)

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484 Signature

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Date

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