

RESOLUTION NO. 15-39
OF EDMONDS SCHOOL DISTRICT No. 15
SNOHOMISH COUNTY, WASHINGTON

AUTHORIZE INTERLOCAL COOPERATION AGREEMENT
WITH EDMONDS COMMUNITY COLLEGE FOR SUPPORT OF THE
STATEWIDE DROPOUT REENGAGEMENT SYSTEM

WHEREAS, RCW 39.34, the Interlocal Cooperation Act, provides for interlocal cooperation between governmental agencies, and;

WHEREAS, Edmonds Community herein referred to as the College agrees to permit students of the District to attend educational programs offered at the College through the Edmonds Career Access Program herein referred to as the Program ; and

WHEREAS, an Interlocal Cooperation Agreement supports the statewide dropout reengagement system as defined in RCW 28A.175.100 and WAC 392-700; and

WHEREAS, the District wishes to use the educational programs at the College to support the education requirements and goals of the District; and

WHEREAS, both the City and District will benefit from using an agreement which defines and protects the interests of both parties;

NOW THEREFORE, BE IT RESOLVED by the Board of Directors of the Edmonds School District #15, Snohomish County, as follows:

1. That an interlocal cooperation agreement be formed between Edmonds School District #15 and Edmonds Community College for the purpose of permitting students to attend the Edmonds Career Access Program.
2. That the Superintendent or designee of Edmonds School District #15, Snohomish County, Washington, is hereby designated as representative to the interlocal cooperation agreement, and the Superintendent or designee is further authorized to execute and implement the requisite agreement or agreements to accomplish this purpose.

ADOPTED by the Board of Directors of Edmonds School District #15, Snohomish County, Washington, at a regular meeting thereof this 11th day of August, 2015.

EDMONDS SCHOOL DISTRICT NO. 15
Snohomish County, Washington

Diana White, President

Gary Noble, Vice President

Kory DeMun, Director

Ann McMurray, Director

April Nowak, Director

ATTEST:

Nick Brossoit, Ed.D
Secretary to the Board of Directors

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

3
4 AND

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

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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.**

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23 This Agreement will be in effect from September 1, 2015 through August 31, 2016.
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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 more than two (2) full years of high school must have an
41 earned to attempted credit ratio that is seventy-five (75) percent or less. (Earned
42 credits divided by attempted credits \leq seventy-five (75) percent).
43

44 OR

- 45
46 c) If not credit deficient as outlined in Section C.1.b., have been recommended for
47 enrollment by case managers from the Department of Social and Health Services
48 (DSHS), the juvenile justice system, District approved school personnel, or staff from
49 community agencies which provide educational advocacy services.
50

- 51 2. Additionally, prior to enrollment in the Program, all students must:
52
53 a) Have been withdrawn from their last high school, AND
54 b) Have been released from their district of residence, if necessary, in order to be
55 enrolled in the District.
56
57 3. Once determined eligible for reengagement programming, a student will retain eligibility,
58 regardless of breaks in enrollment, until the student does one of the following:
59
60 a) Earns a high school diploma. NOTE: Students who earn their General Educational
61 Development (GED) retain their eligibility and may continue to participate in the
62 Program.
63 b) Earns an Associate Degree.
64 c) Becomes ineligible because has turned age twenty-one (21) on or before September 1
65 of a new school year.
66

67 **D. Enrollment.**
68

- 69 1. A student will be considered enrolled when he/she has:
70
71 a) Met all eligibility criteria specified in Section C.
72 b) Completed all steps of the application process established by the District and the
73 Program.
74 c) Been accepted for enrollment by the District.
75 d) Been enrolled by the Program.
76

77 **E. Instruction.**
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79 The College will be responsible for the provision and oversight of all instruction under this
80 Scope of Work in accordance with the following:
81

- 82 1. All reengagement instruction will be:
83 a) Designed to help students acquire high school credits, acquire at least high school
84 level skills, and be academically prepared for success in college and/or work.
85
86 i. Instruction that is at the ninth (9th) grade level or higher shall generate credits that
87 can be applied to high school diploma, AND;
88
89 ii. Instruction that is below the ninth (9th) grade level shall not generate high school
90 credits but will be counted as part of the Program's instructional programming for
91 the purposes of calculating student enrollment, and will be designed to prepare
92 students for coursework that is at the ninth (9th) grade level or higher.
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94 b) Provided in accordance with the skills level and learning needs of individual students
95 and not the student's chronological age or associated grade level.
96 c) Not limited to only those courses in which they are deficient in high school credits.
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2. Instruction for reengagement students will be provided through courses approved by college, identifiable by course title, course number, quarter, number of credits, and, for vocational course, the Classification of Instructional Programs (CIP) code number assigned by OSPI to the approved Career and Technical Education (CTE) course.
 3. The following instruction will be offered to all students, as appropriate for their goals, skills levels, and completion of prerequisites:
 - a) Basic skills remediation courses and high school equivalency certificate preparation courses.
 - b) Courses that lead to a postsecondary degree or certificate.
 - c) Coursework that will lead to a high school diploma.
 - d) College and work readiness preparation coursework.
 4. Instruction shall generate credits that can be applied to a high school diploma awarded by the District or by a community or technical college under RCW 28B.50.535 and shall be provided with the goal of enabling the reengagement student to acquire the skills necessary for postsecondary education and of earning a secondary or postsecondary credential, certificate, or degree and/or employment.
 5. The Program may restrict or deny enrollment into classes if a student's academic performance or conduct does not meet established guidelines.
 6. The Program will administer standardized tests within one (1) month of enrollment or secure test results from no more than six (6) months prior to enrollment in order to determine a student's initial math and reading level upon entering the Program. A commonly accepted standardized academic skills assessment tools will be used. All required assessments will be provided to the students free of charge.
 7. The College will provide instruction, tuition, and required academic skills assessments at no cost to the students, but may collect mandatory fees as established by the Program.
 - a) Consumable supplies, textbooks, and other materials that are retained by the student do not constitute tuition or a fee.
 - b) The Program will establish a waiver/scholarship process for qualifying students.
 8. The College will ensure that all instruction will be provided by instructors who are employed or appointed by the College whose required credentials are established by the College.
 9. Instructor to student ratio for any course open to both reengagement students and non-reengagement students will be determined by the College.
 10. Instructor to student ratio for classes designed exclusively for Program students will not exceed a 1:35 ratio.

144 **F. Case Management and Student Support.**
145

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

- 148 1. Case management staff will be assigned to the College to provide accessible, consistent
149 support to students as well as, academic advising, career guidance information,
150 employment assistance or referrals, and referrals to DSHS.
151
- 152 2. Program staff will meet with each eligible student at a minimum monthly to assess
153 progress toward coursework completion and mitigate barriers.
154
- 155 3. The Program will maintain a case management staff to student ratio not to exceed 1:75
156 (one case manager FTE to seventy-five (75) enrolled students) on a full-time continuous
157 basis throughout the school year.
158
- 159 4. Only the percent of each staff member's time that is allocated to fulfilling case
160 management responsibilities will be included in the calculation of a Program's case
161 management staff FTE to student ratio
162
- 163 5. Even though the provision of case management services will require case management
164 staff to work in the community to meet client needs, case management staff will be
165 primarily based at the Program's instructional site(s).
166
- 167 6. The Program will ensure that case management services and instruction are integrated
168 and coordinated, and that procedures are established that facilitate timely relevant
169 communication about student progress.
170
- 171 7. All case management staff will be employed by the College and will have at least a
172 Bachelors degree in social work, counseling, education, or a related field, OR at least two
173 (2) years experience providing case management, counseling or related direct services to
174 at-risk individuals or sixteen to twenty-one (16-21) year old youth.
175

176 **G. District Administrative Responsibilities.**

- 177 1. Upon Office of Superintendent of Public Instruction's (OSPI) determination that this Scope
178 of Work contains approved standard language that delineates responsibility for all the
179 required elements of a Reengagement Program as outlined in RCW 28A.175.100, and
180 WAC 392-700, OSPI will assign a school code to be used by the District, the College, and
181 OSPI to exclusively identify the Program. The District will use this code in its student
182 information system and in Comprehensive Education Data and Research System
183 (CEDARS) to identify all students enrolled in the Program.
184
- 185 2. The District will work cooperatively with the College to implement this Scope of Work and
186 to ensure that quality reengagement services are provided in accordance with WAC 392-
187 700.
188
- 189 3. The District will designate a primary contact person to work with the College in
190 implementing this Scope of Work and to provide oversight and technical assistance.
191
192
193

194 **H. Statewide Student Assessment.**

- 195
- 196 1. The District will work with the College to ensure that all reengagement students have the
- 197 opportunity to participate in the statewide student assessment and understand that this
- 198 assessment, or an approved alternative, is a high school graduation requirement.
- 199
- 200 2. The District will include reengagement students when calculating districtwide statistics in
- 201 relation to the statewide assessments

202

203 **I. Provision of Special Education.**

- 204
- 205 1. The District will be responsible for the provision of special education services to any
- 206 enrolled reengagement students who qualify for special education in accordance with all
- 207 state and federal law.
- 208
- 209 2. The District will be responsible for the:
- 210
- 211 a) Requesting of student special education records.
- 212 b) Determination of whether the student or the student's parents wish to request a waiver
- 213 of special education services.
- 214

215 **J. Provision of Section 504 Accommodation Plan.**

216

217 The College will provide the same accommodations to reengagement students under Section

218 504 of the 1973 Rehabilitation Act as it provides to all students of the College.

219

220 **K. Award of Credit.**

221

222 In accordance with RCW 28A.175.100, high school credit will be awarded for all College

223 coursework in which reengagement students are enrolled, including high school equivalency

224 certificate preparation, in accordance with the following:

225

- 226 1. High school credit will be awarded for Program instruction provided by the College in
- 227 accordance WAC 392-700-137(2)(a).
- 228 2. The District is responsible for reporting high school credits earned by reengagement
- 229 students per OSPI regulations. College transcripts and other student records requested by
- 230 the District will be provided by the College as needed to facilitate this process.
- 231 3. The District will ensure that the process for awarding high school credits under this
- 232 contract is implemented as part of the District's policy regarding award of credits per WAC
- 233 180-51-050(5) and (6).
- 234

235 **L. Annual School Calendar.**

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

238

- 239 1. The school year begins in September and ends in August.
- 240 2. The College will provide the District with a calendar of school year prior to the beginning of
- 241 the Program's start date.

- 242 3. The school year calendar must meet the following criteria:
243
244 a) The specific planned days of instruction will be identified.
245 b) There must be a minimum of ten (10) instructional months.
246
247 4. Regardless of the Program's annual school calendar, instruction will be offered in
248 accordance with the college's academic calendar.
249

250 **M. Reporting of Student Enrollment.**

- 251
252 1. The following requirements must be met when reporting student enrollment for state
253 funding:
254
255 a) Met the eligibility criteria as specified in Section C.
256 b) Met the enrollment criteria as specified in Section D.
257 c) Met the minimum attendance standard by attending at least one instructional day on or
258 during the month prior to the monthly count day.
259 d) Has not withdrawn or been dropped prior to the monthly count day.
260 e) If concurrently enrolled in any other program for which basic education is received,
261 (i.e., common high school, running start, alternative learning education, or skills
262 center), does not exceed the FTE limitation pursuant WAC 392-121-136.
263 f) Is not enrolled in course work that has been reported by a college for postsecondary
264 funding.
265 g) Has not exceeded 1.0 AAFTE for the current school year as defined in WAC 392-700-
266 015(2) and been counted for more than then (10) months as a 1.0 FTE.
267
268 2. Enrollment will be reported on a monthly basis in accordance with the following:
269
270 a) Enrollment is based on the number of students enrolled on the monthly count day as
271 defined in WAC 392-121-119.
272 b) The College shall submit monthly P223-1418 to the District by the fifth (5th) business
273 day of each month.
274 c) For college level classes, the student's FTE is determined by the enrolled college
275 credits.
276
277 i. Fifteen (15) college credits equal 1.0 FTE.
278 ii. Students enrolled in less than fifteen (15) credits will be reported as a partial FTE.
279 The FTE reported will be calculated by dividing the number of enrolled credits by
280 fifteen (15).
281 iii. Enrollment in college classes over fifteen (15) college credits is limited to 1.0 FTE.
282
283 d) For classes below college level, the student must meet the requirement of attaining
284 satisfactory progress during any three month period pursuant WAC 392-700-160(2)
285 and the FTE is based on the Program's total planned hours of instruction pursuant
286 WAC 392-700-155(1).
287

288 **N. Funding and Reimbursement.**

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290 The District and the College will receive state basic education apportionment funding through
291 OSPI, according to the procedures set forth below:
292

- 293 1. Each student eligible for state funding as specified in Section M. will be reported as a full
294 or part-time FTE on each monthly count day.
295
- 296 2. The Program standard reimbursement rates are the statewide average annual non-
297 vocational and vocational rates as determined by OSPI pursuant WAC 392-169-095.
298
- 299 3. Distribution of funding will be as follows:
300
 - 301 a) The District will retain fifteen (15) percent of the basic education allocation for
302 administrative purposes and support.
 - 303 b) The College will receive eighty-five (85) percent of the basic education allocation.
 - 304 c) By October 1, the District shall provide a written schedule to the College identifying the
305 dates that the College shall submit invoices for reimbursement to the District. Invoices
306 will correlate to the enrollment reported monthly on the P223-1418 form submitted by
307 the College to the District.
 - 308 d) The District shall remit payment within thirty (30) days of the receipt of an invoice,
309 except for the final payment for the year which will be made by October 31. Payment
310 will be contingent upon the College's submittal of all required reports as defined in
311 Section O.3.
312
- 313 4. The District may report and retain Special Education funding from OSPI for eligible
314 students receiving special education services.
315
- 316 5. The Program may provide transportation for students but additional funds are not
317 generated or provided.
318
- 319 6. Reengagement students enrolled in a state-approved K-12 transitional bilingual
320 instructional program pursuant to WAC 392-160 can be claimed by the District for bilingual
321 enhanced funding.
322

323 **O. Required Documentation and Reporting.** 324

- 325 1. Student Documentation:
326
 - 327 a) The College shall maintain student documentation to support eligibility as specified in
328 Section C. and enrollment as specified in Section D.
 - 329 b) The College shall, on behalf of the District, request school records for each student
330 from the last school they attended.
 - 331 c) The College shall maintain documentation of case management, student assessment,
332 basic skills gains, attainments of credentials, earned measure of academic progress,
333 and award of credit.
 - 334 d) The College will comply with all state and federal laws related to the privacy, sharing,
335 and retention of student records.
 - 336 e) Access to all student records will be provided in accordance with the Family
337 Educational Rights and Privacy Act (FERPA).

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2. Reporting of Student Data:

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

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).

- 386 d) Social security number.
387 e) College student identification number (SID), if applicable.
388

389 3. In accordance with FERPA requirements, such data will be shared only with parent or
390 eligible student consent. While reengagement students will be encouraged to provide the
391 data needed for longitudinal follow-up, the Program will ensure that a student's
392 unwillingness or inability to provide the requested data will not be a barrier to enrollment.
393

394 **Q. Records.**
395

396 All operations of, and accounting by, either party pertaining to this Scope of Work shall be
397 open to the inspection of either party.
398

399 **R. Indemnification.**
400

401 As part of the terms of this Scope of Work, each party shall each be responsible for the
402 consequences of any act or failure to act on the part of itself, its directors, employees, and its
403 agents. Each party shall be responsible for its own negligence. Neither party shall indemnify
404 or hold the other party harmless; neither party assumes responsibility to the other party for the
405 consequences of any act or omission of any person, firm or corporation not party to this
406 Scope of Work. In the event of fiscal recapture due to inconsistencies or misinterpretation of
407 law, both parties agree to collaboratively address the issue or issues and seek a collaborative
408 solution.
409

410 **S. Applicable Law.**
411

412 This Scope of Work is entered into pursuant to and under authority granted by the laws of the
413 state of Washington and any applicable federal laws. The provisions of this Scope of Work
414 shall be construed to conform to those laws. In the event of any inconsistency in the terms of
415 this Scope of Work, or between its terms and any applicable statute or rule, the consistency
416 shall be resolved by giving precedence in the following order:
417

- 418 1. Applicable state and federal statutes and rules.
419 2. Statement of work herein.
420 3. Any other provisions of the Scope of Work, including materials incorporated by
421 reference.
422

423 **T. No Separate Entity Created.**
424

425 No separate legal or administrative entity is intended by this Scope of Work.
426

427 **U. Amendment and Waiver.**
428

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

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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 College 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.

444 _____
District Program Administrator (print name)

445 _____
446 _____
447 _____

8/21/15

448
449 Signature

Date

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452
453 Karen E. Johnson, Dean of Pre-College Education
454 _____
College Program Administrator (print name)

455 _____
456 _____
457 _____

July 13, 2015

458
459 Signature

Date

Consent

Miscellaneous consent

Board Agenda

Meeting Date: 08/11/2015

Submitted For: Mark Madison

Submitted By: Sandra Troka, Business Service
(2L)

Information

Subject

Approval of Interlocal Agreement between Edmonds Community College and Edmonds School District for the Edmonds Career Access Program (EDCAP) for the 2015-16 school year. Res. No. 15-39

Recommendation

It is recommended that the Board of Directors approve the Interlocal Cooperation Agreement between Edmonds Community College and Edmonds School District for the Edmonds Career Access Program (EDCAP) for the 2015-2016 school year.

Background

The Edmonds School District contracts with Edmonds Community College to provide vocational and regular education opportunities for eligible out-of-school individuals ("Students") who are working toward course credits which can be converted to high school credits through the Edmonds Career Access Program (EDCAP) Reengagement Program operated by Edmonds Community College. The students must be under age 21 by September 1 of each year, but at least 16 years of age, who have not met high school graduation requirements, and have been withdrawn from school for thirty (30) calendar days. Edmonds School District may waive this thirty (30) day attendance requirement. Through this program, Students meet state high school graduation requirements and receive a high school diploma while pursuing a college vocational certificate program. The EDCAP program has been in existence for many years, and serves to build a stronger partnership between Edmonds Community College and the Edmonds School District while meeting the needs of students at risk of failing to complete high school.

Fiscal Impact

Fiscal Year:

Amount Requested:

Source of Funds:

Account Code:

Fiscal Impact:

n/a

Attachments

Res. No. 15-39

Edcap Agreement

Form Review

Inbox

Reviewed By

Date

Form Started By: Sandra Troka

Started On: 07/13/2015 12:41 PM