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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 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, 2023 through August 31, 2024.

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;

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- 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.

OR

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

D. Enrollment.

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

E. Instruction.

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

1. All reengagement instruction will be:
- 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.

- 104 b) Provided in accordance with the skills level and learning needs of individual
105 students and not the student's chronological age or associated grade level.
106 Therefore:
107
- 108 i. Instruction that is at the ninth (9th) grade level or higher shall generate credits
109 that can be applied to high school diploma, AND;
110
 - 111 ii. Instruction that is below the ninth (9th) grade level shall not generate high
112 school credits but will be counted as part of the Program's instructional
113 programming for the purposes of calculating student enrollment, and will be
114 designed to prepare students for coursework that is at the ninth (9th) grade
115 level or higher.
116
 - 117 iii. Instruction that is at or above the 100 level is considered dual credit and must
118 be designated with the "Y" code when transcribing high school credit.
119
- 120 c) Not limited to only those courses in which they are deficient in high school credits.
121
- 122 2. Instruction for reengagement students will be provided through courses approved by
123 college, identifiable by course title, course number, quarter, number of credits, and,
124 for vocational course, the Classification of Instructional Programs (CIP) code number
125 assigned by OSPI to the approved Career and Technical Education (CTE) course.
126
 - 127 3. The following instruction will be offered to all students, as appropriate for their goals,
128 skills levels, and completion of prerequisites:
 - 129 a) Basic skills remediation courses and preparation for high school equivalency
130 certificate exams.
 - 131 b) Courses that lead to a postsecondary degree or certificate.
 - 132 c) Coursework that will lead to a high school diploma.
 - 133 d) College and work readiness preparation coursework.
134
 - 135 4. Instruction shall generate credits that can be applied to a high school diploma awarded
136 by the District or by a community or technical college under RCW 28B.50.535 and shall
137 be provided with the goal of enabling the reengagement student to acquire the skills
138 necessary for postsecondary education and of earning a secondary or postsecondary
139 credential, certificate, or degree and/or employment.
140
 - 141 5. The Program may restrict or deny enrollment into classes if a student's
142 academic performance or conduct does not meet established guidelines.
143
 - 144 6. The Program will administer standardized tests within one (1) month of enrollment
145 or secure test results from no more than six (6) months prior to enrollment in order
146 to determine a student's initial math and reading level upon entering the Program.
147 A commonly accepted standardized academic skills assessment tools will be used.
148 All required assessments will be provided to the students free of charge.
149
 - 150 7. The College will provide instruction, tuition, and required academic skills assessments
151 at no cost to the students, but may collect mandatory fees as established by the
152 Program.
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- 154 a) Consumable supplies, textbooks, and other materials that are retained by the

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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.

F. Case Management and Student Support.

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

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

G. District Administrative Responsibilities.

1. Upon Office of Superintendent of Public Instruction's (OSPI) determination that this Scope of Work contains approved standard language that delineates responsibility for all the required elements of a Youth [1418] Reengagement Program as outlined in RCW 28A.175.100, and WAC 392-700, OSPI will assign a school code to be used by the

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

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

H. Statewide Student Assessment and Multiple Pathways to Graduation

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

I. Provision of Special Education.

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

J. Provision of Transitional Bilingual Services

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

K. Provision of Section 504 Accommodation Plan.

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

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:

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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).

267 **L. Annual School Calendar.**

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

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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 than two (2) hours per day.
 5. The Program's total planned hours of instruction for the school year:
 - a) Is the sum of the hours of instruction for all instructional months of the Program's school year.
 - b) Must have a minimum of 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.

288 **M. Reporting of Student Enrollment.**

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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.
 - f) Is not enrolled in course work that has been reported by a college for postsecondary funding.
 - g) Is not currently enrolled in a high school program, including Alternative Learning Experience, College in High School or another reengagement program excluding Jobs for Washington's Graduate (JWG) program,
 - h) If concurrently enrolled in a Running Start, Skills Center, or JWG program, is not exceeding the full-time equivalent (FTE) limitation pursuant WAC 392-121-136.
 - i) Has not exceeded 1.0 AAFTE for the current school year as defined in WAC 392-

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309 700- 015(2) and been counted for more than then (10) months as a 1.0 FTE.

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2. Enrollment will be reported on a monthly basis in accordance with the following:

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a) Enrollment is based on the number of students enrolled on the monthly count day as defined in WAC 392-121-119.

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b) The College shall submit monthly enrollment report to the District by the fourth (4th) business day of September, and the first (1st) business day of each following month.

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c) For college level classes (100 level and above), the student's FTE is determined by the enrolled college credits.

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i. Fifteen (15) college credits equal 1.0 FTE.

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ii. Students enrolled in less than fifteen (15) credits will be reported as a partial FTE. The FTE reported will be calculated by dividing the number of enrolled credits by fifteen (15).

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iii. Enrollment in college classes over fifteen (15) college credits is limited to 1.0 FTE.

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d) For classes below college level, the student must meet the requirement of attaining satisfactory progress during any three month period pursuant WAC 392-700-160(2) and the FTE is based on the Program's total planned hours of instruction pursuant WAC 392-700-155(1).

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N. Funding and Reimbursement.

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

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1. Each student eligible for state funding as specified in Section M. will be reported as a full or part-time FTE on each monthly count day.

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2. The Program standard reimbursement rates are the statewide average annual non- vocational and vocational rates as determined by OSPI pursuant WAC 392-169-095.

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3. Distribution of funding will be as follows:

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a) The District will retain fifteen (15) percent of the basic education allocation for administrative purposes and support.

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b) The College will receive eighty-five (85) percent of the basic education allocation.

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c) By October 1, the District shall provide a written schedule to the College identifying the dates that the College shall submit invoices for reimbursement to the District. Invoices

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

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d) The District shall remit payment within thirty (30) days of the receipt of an invoice, except for the final payment for the year which will be made by October 31.

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Payment will be contingent upon the College's submittal of all required reports as defined in Section O.3.

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4. The District may report and retain Special Education funding from OSPI for eligible students receiving special education services.

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7. The Program may provide transportation for students but additional funds are not generated or provided.
8. Reengagement students enrolled in a state-approved K-12 transitional bilingual instructional program pursuant to WAC 392-160 can be claimed by the District for bilingual enhanced funding.

O. Required Documentation and Reporting.

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

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411 of academic progress types who attained an indicator of academic progress as
412 defined in WAC 392-700-015(15).
413 iv. Total number of instructional staff assigned to the Program.
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415 **P. Longitudinal Performance Goals.**
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- 417 1. Longitudinal performance data for the Program and the statewide reengagement
418 system as a whole will be reported through the Washington's P-20 (pre-school to post-
419 secondary and workforce) longitudinal data system, the Education Research and Data
420 Center (ERDC).
421
- 422 2. The District will work with the College to collect and report student data requested by
423 the ERDC in order to accomplish the longitudinal follow-up of reengagement students.
424 Specifically, the following unique identifier data points will be collected, to the extent
425 possible, by the Program, reported by the College, and verified by the District, for each
426 enrolled reengagement student:
427
- 428 a) Full legal name.
 - 429 b) Birth date.
 - 430 c) State student identifier number (SSID).
 - 431 d) Social security number.
 - 432 e) College student identification number (SID), if applicable.
- 433
- 434 3. In accordance with FERPA requirements, such data will be shared only with parent or
435 eligible student consent. While reengagement students will be encouraged to provide
436 the data needed for longitudinal follow-up, the Program will ensure that a student's
437 unwillingness or inability to provide the requested data will not be a barrier to
438 enrollment.
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440 **Q. Records.**
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442 All operations of, and accounting by, either party pertaining to this Scope of Work shall be
443 open to the inspection of either party.
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445 **R. Indemnification.**
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447 As part of the terms of this Scope of Work, each party shall each be responsible for the
448 consequences of any act or failure to act on the part of itself, its directors, employees, and its
449 agents. Each party shall be responsible for its own negligence. Neither party shall indemnify
450 or hold the other party harmless; neither party assumes responsibility to the other party for the
451 consequences of any act or omission of any person, firm or corporation not party to this Scope
452 of Work. In the event of fiscal recapture due to inconsistencies or misinterpretation of law,
453 both parties agree to collaboratively address the issue or issues and seek a collaborative
454 solution.
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456 **S. Applicable Law.**
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458 This Scope of Work is entered into pursuant to and under authority granted by the laws of the
459 state of Washington and any applicable federal laws. The provisions of this Scope of Work
460 shall be construed to conform to those laws. In the event of any inconsistency in the terms of
461 this Scope of Work, or between its terms and any applicable statute or rule, the consistency
462 shall be resolved by giving precedence in the following order:

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- 463 1. Applicable state and federal statutes and rules.
464 2. Statement of work herein.
465 3. Any other provisions of the Scope of Work, including materials incorporated
466 by reference.
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468 **T. No Separate Entity Created.**

469 No separate legal or administrative entity is intended by this Scope of Work.
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472 **U. Amendment and Waiver.**

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

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481 This Scope of Work constitutes the entire agreement of the parties and supersedes any
482 previous written or oral Scope of Works. Any other Scope of Work, representation, or
483 understanding, verbal or otherwise, relating to the services of College and the District, or
484 otherwise dealing in any manner with the subject matter of this Scope of Work, is hereby
485 deemed to be null and void and of no force and effect whatsoever.
486

487 *Mark Madison*

488 _____
489 District Program Administrator (print name)

490 *Mark Madison*

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492 Signature

07/25/2023

Date

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495 *James Muffik*

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497 College Program Administrator (print name)

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07/25/2023

Date

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505 District Executive Director of Business and Operations (print name)

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Date