



## Highline Public Schools Board Action Report

DATE: 5/29/2024

FROM: Dr. Ivan Duran, Superintendent

LEAD STAFF: Riley Todd, Assistant Director of Alternative Education Programs

For Introduction: 6/17/2024 For Action: 7/10/2024

### I. TITLE Approval of Graduation Alliance ALE Program Contract

Select one: ☐ New Item ☒ Renewed Item ☐ Annual Item ☐ Revised Item

### II. WHY BOARD ACTION IS NECESSARY

Per Policy 6225, board approval is required for contracts over \$250,000.

### III. BACKGROUND INFORMATION

This partnership program provides middle school and high school students temporary or long-term, full-time or part-time, self-directed online school courses while maintaining enrollment at their neighborhood school. This program supports students' continued progress in school when facing barriers related to health, economic hardship, caregiving, or discipline that may interfere with the ability to attend traditional in-person classes. In the 2023-2024 school year, there has been a monthly average enrollment of 35 students enrolled from the district's middle and high schools.

ALE (Alternative Learning Experience) is a funding stream and progress monitoring framework established by WAC 392-550, and is available to public school districts that offer non-seat-based courses. This contract is funded on a pass-through model: students are enrolled in a Highline Public School and the district receives the state funding on a per-pupil basis. The district then passes the funding on to the partner agency while retaining a 14-26% indirect fee based on the total number of students enrolled. The partner agency does not receive an annual allocation from the district's operating budget, and no funds are issued up-front. Because of the relatively small group of students enrolled to these courses, contracting for ALE programming is much more cost effective than implementing and maintaining ALE funding compliance systems across multiple district-operated schools.

### IV. RECOMMENDED MOTION

I move that the Highline Public School Board approve the 2024-2025 ALE Graduation Alliance contract for a total of up-to \$320,000.

### V. FISCAL IMPACT/REVENUE SOURCE

Fiscal impact to this action will be up to \$320,000 from Basic Education - Alternative Learning Experience (State)

The revenue source for this motion is cost-neutral pass-through funding, ALE State apportionment based on claimable enrollment.

Expenditure: ☐ One-time ☒ Annual

### VI. APPLICABLE POLICY(S)

This action is in compliance with the following: Policy and Procedure 6224 - Grants and Contracts and Policy 2255

**VII. ALTERNATIVES**

Not approving this contract will reduce the academic program options for students across Highline secondary and middle schools who maintain barriers to maintaining full-time traditional in-person school schedules, increasing the chance disengagement, falling behind in school, or dropping out.

**VIII. COMMUNITY ENGAGEMENT**

Community Engagement Required: ☐ Yes ☒ No

**IX. ATTACHMENTS**

## **WA ALE Dropout Recovery Program**

between

Graduation Alliance, Inc.

AND

Highline Public Schools

(hereinafter referred to as “District”)

(each identified individually as a “Party” and collectively as the “Parties”)

### **A. Purpose.**

It shall be the purpose of this Scope of Work (the “Agreement”) to:

1. Support the statewide Alternative Learning Experience program as defined in WAC 392-121-182.
2. Comply with requirements outlined in WAC 392-121-182 and provide regular education opportunities for eligible students who are working toward course credits which can be converted to high school credits through the Alternative Learning Experience (hereinafter referred to as “Program”) operated by Graduation Alliance, Inc. (“Graduation Alliance”).

### **B. Amendment & Restatement of Previous Agreement.**

The Parties previously entered into the WA ALE Scope of Work Agreement dated November 6, 2019, the “Prior Agreement.” As of the Effective Date of this Agreement, the Prior Agreement, as well as all attendant contractual documents, are fully amended and restated by this Agreement and are in no further force or effect excepting only surviving provisions.

### **C. Duration of Scope of Work.**

This Agreement is effective from the date of The District’s signature on this Agreement (the “Effective Date”) and expires on the August 31st following the three-year anniversary of the Effective Date. This Agreement automatically renews for successive one (1) year terms unless either party notifies the other in writing not less than sixty (60) days prior to the expiration of the current term of its intention not to renew. Either party may choose not to renew this Agreement without cause for any reason.

### **D. Eligibility.**

Youth are eligible for the program when they meet the following criteria:

1. Under twenty-one (21) years of age as of as of September 1, AND
2. Have not yet met high school graduation requirements.

### **E. Program Administration.**

Graduation Alliance shall develop and deliver to District a Policy and Operations manual detailing the expectations for students, the instructional model, attendance policy, student services, and how program exceptions are managed. Modifications to the Policy and Operations Manual, if necessary, shall be made annually upon mutual agreement of the parties and re-submitted to the District prior to the start of subsequent School Years. District is responsible for gaining approval and adoption by the District’s Board or other governing entity in advance of the start of the School Year as needed.

### **F. Web Portal Configuration.**

Graduation Alliance will provide the District with an Account Portal through which authorized District staff can monitor the program, including the enrollments, registrations, and progress of students in the program as a whole as well as for individual students. The Portal also includes records of courses students complete through the Program and Graduation Alliance transcripts which can be accessed by the high school registrar to certify that students have met the District’s graduation requirements.

The Portal also allows Graduation Alliance to custom-configure proactive alerts and notifications delivered via email and/or text message about various system triggers, including student activity and progress.

### **G. 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.

## **H. Instruction.**

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

1. Instruction for students must include:
  - a) Academic skills instruction and high school equivalency certificate preparation coursework with curriculum, and instruction appropriate to each student's skills levels and academic goals.
  - b) College readiness and work readiness preparation coursework.
2. Each area of coursework, as specified in Sections H.1. and H.2., will have a course outline that specifies:
  - a) Identified instructional materials.
  - b) Specific intended learning outcomes.
  - c) Procedures and standards for determining attainment of learning outcomes.
  - d) Policy for grading and award of credit.
3. The Program may restrict or deny access into specific program elements if a student's academic performance or conduct does not meet established guidelines.
4. Graduation Alliance will provide instruction, tuition, and required academic skills assessments at no cost to the students. Consumable supplies, textbooks, and other materials that are retained by the student do not constitute tuition or a fee.
5. All instructional staff will be assigned by Graduation Alliance and will have prior experience in working with at-risk youth and/or in providing individualized instruction.

## **I. College and Career Transition Counseling**

Graduation Alliance shall provide a College and Career Transition Counselor (CCTC) to meet at least quarterly, individually and/or one-on-one, with students within 5.0 credits of graduation. The CCTC shall meet monthly with active students within 2.0 credits of graduation. The CCTC will work directly with the District's designee to ensure proper coordination around high school completion activities.

## **J. Academic Coaching and Tutoring**

Graduation Alliance provides each student enrolled in any Program an assigned Academic Coach. The Academic Coach is responsible for the initial introduction of the Program to the student, regular contact with the student via phone, email, SMS or IM to review progress and resolve issues and to provide support in case the student is having difficulties with the Program. Academic Coaches are available during normal business hours, Monday through Friday, excluding US holidays. Academic Coaches may also be available during non-standard hours and on weekends, at the Coach's sole discretion. The Academic Coach also maintains regular contact with the Local Advocates and the Program management team as they work to keep the student engaged and making progress. Academic coaches will also assist in the development, monitoring, and revision of the written student learning plan.

## **K. Online Tutoring**

Graduation Alliance will provide unlimited access to online tutoring to students enrolled in the Program for courses in Math, Science, English and Social Studies. This tutoring is available 24/7 year-round (except Christmas Eve/Day, Thanksgiving, and Independence Day), and is accessed through our student learning environment. Graduation Alliance reserves the right to limit or revoke access if a student's use is considered excessive in any two consecutive months or if student is found to be using the tutoring for purposes other than for direct participation Programs offered under this Agreement.

## **L. Recruiting Services**

1. Graduation Alliance provides student Recruiting Services for this Program, including the establishment of a student recruiting team, setup and configuration of recruiting systems, and active recruiting of prospective students to join the Programs offered.
2. Within 5 business days of the Effective Date of this Agreement, The District shall provide a list of names and contact information (including but not limited to: child name, last known address, phone numbers, parent/guardian names, email address or other contact information on file in school records) of children who are eligible to enroll in the Program. Graduation Alliance will initiate contact to the students via phone, direct mail, face-to-face meetings, and/or "town hall" style information sessions to inform prospective students about the school's Program. After the Program's initial launch, the District's representative, as defined in the Policy and Operations Manual, shall provide names and contact information of newly eligible students to Graduation Alliance as soon as the students become eligible, and in no event less frequently

than quarterly. All prospective students whose contact information is provided by the District according to the terms in this paragraph shall be considered "District Referrals".

3. Graduation Alliance may recruit prospective students who are not District Referrals, however Graduation Alliance shall not enroll any students who are not District Referrals without prior approval by District. Regardless of referral source, Graduation Alliance shall only enroll students within recruiting periods that are aligned with the specified Count Dates, unless otherwise directed by the District.

**M. Local Advocacy and Student Support**

Graduation Alliance will be responsible for the provision of local advocacy services to all enrolled students in accordance with the following:

1. Local Advocates will be assigned to the Program 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 be available to meet with each student weekly to discuss and mitigates barriers to success in the program.
3. The Program will maintain a local advocacy 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.

**N. Hardware and Internet Connectivity**

1. If requested by the student, Graduation Alliance will provide laptop computers necessary to complete Services offered in this Agreement. Computers shall be offered on a case-by-case basis for specified students' use during the period students are enrolled in the Program. Laptops will be released to students after a Financial Responsibility Form has been signed by the student's legal guardian. Parents/Guardians will be financially responsible for damage/theft to the laptop, or for failure to return the laptop if the student leaves, removed from or no longer eligible to participate in the Program. Failure to return the laptop may also result in the students' official records and credits earned while in the Program being placed on hold until the obligation is satisfied.
2. Graduation Alliance will provide internet capability based upon commercially-available services offered in the District's geographic region. Internet connectivity is offered on a monthly basis, and the service provider selected is at the sole discretion of Graduation Alliance. Internet connectivity may be revoked if enrolled student violates either Graduation Alliance's Terms and Conditions as defined in this Agreement, or the Student Honor Code accepted by the student at the start of enrollment in a Program.

**O. District Administrative Responsibilities.**

1. The District will work cooperatively with Graduation Alliance to implement this Scope of Work and to ensure that quality program delivery services are provided in accordance with WAC 392-121-182.
2. The District will designate a primary contact person to work with Graduation Alliance in implementing this Scope of Work and to provide oversight and technical assistance.

**P. Statewide Student Assessment.**

The District will work with Graduation Alliance to ensure that all 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.

**Q. Provision of Special Education.**

The District will be responsible for the provision of special education services to any enrolled student who qualifies for special education in accordance with all state and federal law. Graduation Alliance shall provide common Special Education accommodations at the direction of the District and after evaluation of the student's current IEP.

**R. Provision of Section 504 Accommodation Plan.**

The District will provide the same accommodations to students under Section 504 of the 1973 Rehabilitation Act as it provides to all students otherwise enrolled in the District. Graduation Alliance shall provide common Section 504 accommodations at the direction of the District and after evaluation of the student's current 504 Plan.

**S. Award of Credit.**

In accordance with RCW 28A.175.100, high school credit will be awarded for all Graduation Alliance coursework in which students are enrolled in accordance with the following:

1. High school credit will be awarded for the Program instruction provided by Graduation Alliance
2. The District will ensure that the process for awarding high school credits as described above is implemented as part of the District's policy regarding award of credits per WAC 180-51-050(5) and (6).

3. Graduation Alliance documentation related to the earned credits will be provided to the student and the District that will be responsible awarding of credits.

**T. Annual School Calendar.**

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

1. The school year begins in September 1<sup>st</sup> and ends on August 31<sup>st</sup> of the following year.
2. The Program will provide the District a calendar of school year prior to the beginning of the Program's start date.

**U. Reporting of Student Enrollment.**

1. The following requirements must be met when reporting student enrollment for state funding:
  - a) Met the eligibility criteria as specified in Section C.
  - b) Met the enrollment criteria as specified in Section F.
  - c) Met the requirement for two-way contact with a certificated teacher within the 20 consecutive school days prior to the monthly count day.
  - d) Attained satisfactory progress as defined in the Policy and Operations Manual or has an intervention plan on file within 5 school days of the monthly count day.
  - e) Has not withdrawn or been dropped prior to the monthly count day.
  - f) Is not enrolled in course work that has been reported by a college for postsecondary funding.
  - g) Has not exceeded 1.0 AAFTE for the current school year.
2. Enrollment will be reported on a monthly basis in accordance with the following:
  - a) Enrollment is based on the number of students enrolled on the monthly count day.
  - b) Graduation Alliance shall submit by the fifth (5<sup>th</sup>) business day of each month data to District to enable the District to submit monthly P223 to the State.
  - c) If the student's hours of planned instruction as reported in their written student learning plan and validated by a licensed teacher is 27.75 or greater for each week, each enrolled student will be reported as a 1.0 FTE on the monthly P223 form count day provided the criteria outlined in Section T.1.a. applies.

**V. Funding and Reimbursement.**

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

1. Each student eligible for state funding as specified in Section T will be reported as a full or part-time FTE on each monthly count day.
2. The Program standard reimbursement rates from District to Graduation Alliance is based on the Basic Education Allocation (BEA) determined by OSPI. This rate is charged per eligible, non-vocational student per month for up to 10 months per school year. The rates are as follows:
  - i. 1 to 14 students per month: 8.6% of the BEA per student per month
  - ii. 15 to 39 students per month: 8.1% of the BEA per student per month
  - iii. 40 to 99 students per month: 7.8% of the BEA per student per month
  - iv. 100 or more students per month: 7.6% of the BEA per student per month

In the event a student has been counted 10 times prior to the end of the school year and cannot be included on a district's monthly P223 report for July and/or August, the District is not required to reimburse Graduation Alliance, provided the District submits evidence of such to Graduation Alliance prior to June 30<sup>th</sup>. For months in which Graduation Alliance is not reimbursed students may not be required to complete satisfactory progress expectations nor will the student's status in those months be affected.

3. Distribution of funding will be as follows:
  - a) Within 30 days of the execution of this Agreement, the District shall provide a written schedule to Graduation Alliance identifying the dates that Graduation Alliance shall submit invoices for reimbursement to the District. Invoices will correlate to the enrollment reported monthly on the P223 form submitted by the District.

- b) The District shall remit payment within thirty (30) days of the receipt of an invoice.
- 4. Graduation Alliance reserves the right to increase the Program standard reimbursement rates above once per year by an amount commensurate with relevant increases in funding received by the District (if any).

**W. Termination and Student Transfer.**

If District chooses not to renew this Agreement per Section B above, and students are still active in the Program upon notifying Graduation Alliance of its intention not to renew, the District shall be responsible for the following:

- 1. Offering a substantially similar program to active students.
- 2. Obtaining a signed Transfer Consent from Student (or if Student is under the age of 18 as of the expiration date of this agreement, a signed consent from the Student's parent or legal guardian) authorizing the transfer.
- 3. Transferring active students to the substantially similar program.
- 4. Signed Transfer Consents must be presented to Graduation Alliance within 30 days of notification of District's intention not to renew this Agreement.
- 5. If District cannot secure signed Transfer Consents for any active student within the 30-day period, this Agreement remains in full force and effect for that specific active student and District agrees to delay its intention to not renew until terms in this Section W are met.
- 6. Regardless of whether the above terms and conditions in this Section W are met, following the District's notification of its intention not to renew, no new students shall be enrolled in the Program without the District's express written consent.

**X. Required Documentation and Reporting.**

- 1. Student Documentation:
  - a) Graduation Alliance shall maintain student documentation to support eligibility as specified in Section C. and enrollment as specified in Section F.
  - b) Graduation Alliance shall, on behalf of the District, request school records for each student from the last school they attended.
  - c) Graduation Alliance shall maintain documentation of award of credit.
  - d) Graduation Alliance 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. 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.

**Y. LIMITATION OF LIABILITY.**

**NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES EXCEPT AS OTHERWISE CONTEMPLATED IN THIS AGREEMENT. EXCEPT FOR GRADUATION ALLIANCE'S CONFIDENTIALITY OBLIGATIONS, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF GRADUATION ALLIANCE, IF ANY, INCLUDING LIABILITY ARISING OUT OF CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OR WARRANTY, OR OTHERWISE, SHALL NOT EXCEED THE TOTAL OF FEES PAYABLE BY CUSTOMER FOR THE SIX (6) PERIODS IMMEDIATELY PRECEDING THE CLAIM FOR SUCH LIABILITY.**

**Z. Applicable Law.**

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the state of Washington. The provisions of this Agreement shall be construed to conform to those laws.

**AA. Relationship between the Parties.**

Each Party is an independent contractor and will be solely responsible for payment of all compensation owed to its employees, as well as employment related taxes. Each Party will maintain appropriate worker's compensation for its employees as well as general liability insurance. Neither this Agreement, nor any terms and conditions contained herein, shall be construed as creating a partnership, joint venture, agency or franchise relationship.

**BB. Amendment and Waiver.**

This approved Agreement may be waived, changed, modified, or amended only in writing by authorized individuals of both Parties. If any provision of the Agreement shall be deemed in conflict with any statute or rule of law, such provision shall be modified to be in conformance with said statute or rule of law. The waiver by either Party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach. Except for actions for nonpayment or breach of either Party's intellectual property rights, no action, regardless of form, arising out of this Agreement may be brought by either Party more than two years after the cause of action has occurred.

**CC. Entire Agreement.**

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 Graduation Alliance 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.

**DD. Severability.**

In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provision of this Agreement will remain in full force.

**EE. Successors and Assigns.**

This Agreement will be binding upon, and will inure to the benefit of, the permitted successors and assigns of each Party hereto. Either Party may assign this Agreement upon providing written notice to the other Party.

**FF. Counterparts.**

This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, and all the counterparts together shall constitute one and the same instrument.

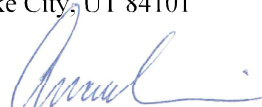
**GG. Survivability.**

The following Sections shall survive the expiration and termination of this Agreement Y, Z, CC, DD, and GG.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed below.

Graduation Alliance, Inc.  
310 S. Main Street, 12<sup>th</sup> Floor  
Salt Lake City, UT 84101

By:   
\_\_\_\_\_  
Andy Cusimano, Chief Financial Officer  
[contracts@graduationalliance.com](mailto:contracts@graduationalliance.com)

Highline Public Schools  
15675 Ambaum Blvd. SW  
Burien, WA 98166

By: Riley Todd  
\_\_\_\_\_  
Riley Todd (Aug 31, 2023 15:19 PDT)  
Title: Assistant Director of Alternative Education Programs  
Email: riley.todd@highlineschools.org  
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Date: 8/16/2023  
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Date: 08/31/2023  
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Ivan Duran  
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Ivan Duran (Sep 11, 2023 12:45 PDT)  
Ivan Duran  
Superintendent

09/11/2023