

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

4
5 AND

6
7 **EDMONDS SCHOOL**
8 **DISTRICT**
9 (hereinafter referred to as
10 District)

11
12 **A. Purpose.**

13
14 It shall be the purpose of this Scope of Work to:

- 15
16 1. Support the statewide dropout reengagement system as defined in RCW 28A.175.100
17 and WAC 392-700.
18 2. Comply with requirements outlined in WAC 392-700 and provide regular and vocational
19 education opportunities for eligible students who are working toward course credits
20 which can be converted to high school credits through the Edmonds Career Access
21 Open Doors [1418] Youth Reengagement Program (hereinafter referred to as Program)
22 operated by the College.
23

24 **B. Duration of Scope of Work.**

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26 This Agreement will be in effect from September 1, 2025 through August 31, 2026.
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28 **C. Eligibility.**

- 29
30 1. Youth are eligible for reengagement programming when they meet the following criteria:
31
32 a) Under twenty-one (21) years of age, but at least sixteen (16) years of age, as of as
33 of September 1, AND
34 b) Have not yet met high school graduation requirements, AND
35 c) Has been found to be credit deficient pursuant to WAC 392-7000-035(c):
36
37 I. A student who is more than twenty-four months from their cohort graduation date
38 and has earned less than sixty-five percent of the high school credits expected to
39 be earned by their cohort or has a ratio of earned credits to attempted credits that
40 is less than sixty-five percent. A cohort is the group of students that enter the ninth
41 grade in the same school year;
42
43 II. A student who is between twelve and twenty-four months from their cohort
44 graduation date and has earned less than seventy percent of the high school
45 credits expected to be earned by their cohort or has a ratio of earned credits to
46 attempted credits that is less than seventy percent;
47
48 III. A student who is less than twelve months from their cohort graduation date or who
49 has passed their cohort graduation date by less than twelve months and has
50 earned less than seventy-five percent of the high school credits expected to be
51 earned by their cohort or has a ratio of earned credits to attempted credits that is
52 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, ESL/ELL courses, and preparation for high school
130 equivalency 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.
153
- 154 a) Consumable supplies, textbooks, and other materials that are retained by the

- 155 student do not constitute tuition or a fee.
156 b) The Program will establish a waiver/scholarship process for qualifying students.
157
158 8. The College will ensure that all instruction will be provided by instructors who are
159 employed or appointed by the College whose required credentials are established by
160 the College.
161
162 9. Instructor to student ratio for any course open to both reengagement students and
163 non- reengagement students will be determined by the College.
164
165 10. Instructor to student ratio for classes designed exclusively for Program students will
166 not exceed a 1:35 ratio.
167

168 **F. Case Management and Student Support.**

169 The College will be responsible for the provision of case management services to all enrolled
170 students in accordance with the following:
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- 172
173 1. Case management staff will be assigned to the College to provide accessible,
174 consistent support to students as well as, academic advising, career guidance
175 information, employment assistance or referrals, and referrals to DSHS.
176
177 2. Program staff will meet with each eligible student at a minimum monthly to
178 assess progress toward coursework completion and mitigate barriers.
179
180 3. The Program will maintain a case management staff to student ratio not to exceed
181 1:75 (one case manager FTE to seventy-five (75) enrolled students) on a full-time
182 continuous basis throughout the school year.
183
184 4. Only the percent of each staff member's time that is allocated to fulfilling case
185 management responsibilities will be included in the calculation of a Program's
186 case management staff FTE to student ratio
187
188 5. Even though the provision of case management services will require case
189 management staff to work in the community to meet client needs, case management
190 staff will be primarily based at the Program's instructional site(s).
191
192 6. The Program will ensure that case management services and instruction are
193 integrated and coordinated, and that procedures are established that facilitate timely
194 relevant communication about student progress.
195
196 7. All case management staff will be employed by the College and will have at least a
197 Bachelors degree in social work, counseling, education, or a related field, OR at least
198 two
199 (2) years experience providing case management, counseling or related direct services
200 to at-risk individuals or sixteen to twenty-one (16-21) year old youth.
201

202 **G. District Administrative Responsibilities.**

- 203 1. Upon Office of Superintendent of Public Instruction's (OSPI) determination that this
204 Scope of Work contains approved standard language that delineates responsibility for all
205 the required elements of a Youth [1418] Reengagement Program as outlined in RCW
206 28A.175.100, and WAC 392-700, OSPI will assign a school code to be used by the

207 District, the College, and OSPI to exclusively identify the Program. The District will use
208 this code in its student information system and in Comprehensive Education Data and
209 Research System (CEDARS) to identify all students enrolled in the Program.
210

211 2. The District will work cooperatively with the College to implement this Scope of Work and
212 to ensure that quality reengagement services are provided in accordance with WAC 392-
213 700.
214

215 3. The District will designate a primary contact person to work with the College in
216 implementing this Scope of Work and to provide oversight and technical
217 assistance.
218

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

220
221 1. The District will work with the College to ensure that all reengagement students have
222 the opportunity to participate in the statewide student assessment and understand that
223 this assessment, or an approved alternative, is a high school graduation requirement
224 for students in the class of 2019 and earlier.
225

226 2. The District will work with the College to ensure that all reengagement students in the
227 class of 2020 and beyond have the opportunity to participate in the statewide student
228 assessment as well as other state approved pathways to graduation.
229

230 3. The District will include reengagement students when calculating districtwide statistics in
231 relation to the statewide assessments
232

233 **I. Provision of Special Education.**

234
235 1. The District will be responsible for the provision of special education services to any
236 enrolled reengagement students who qualify for special education in accordance with
237 all state and federal law.
238

239 2. The District will be responsible for the:
240 a) Requesting of student special education records.
241 b) Determination of whether the student or the student's parents wish to request a
242 waiver of special education services.
243

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

245 1. The District will be responsible for the provision of services to students who are eligible for
246 transitional bilingual services, and are otherwise qualified for participation in the Program.
247

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

249
250 The College will provide the same accommodations to reengagement students under Section
251 504 of the 1973 Rehabilitation Act as it provides to all students of the College.

252 **L. Award of Credit.**

253
254 In accordance with RCW 28A.175.100, high school credit will be awarded for all College
255 coursework in which reengagement students are enrolled, including high school equivalency
256 certificate preparation, in accordance with the following:
257

- 258 1. High school credit will be awarded for Program instruction provided by the College
259 in accordance WAC 392-700-137(2)(a).
260 2. The District is responsible for reporting high school credits earned by reengagement
261 students per OSPI regulations. College transcripts and other student records requested
262 by the District will be provided by the College as needed to facilitate this process.
263 3. The District will ensure that the process for awarding high school credits under this
264 contract is implemented as part of the District's policy regarding award of credits per
265 WAC 180-51-050(5) and (6).
266

267 **L. Annual School Calendar.**
268

269 The following requirements will be met in relation to the school calendar:
270

- 271 1. The school year begins in September and ends in August.
272 2. The College will provide the District with a calendar of school year prior to the beginning
273 of the Program's start date.
274 3. The school year calendar must meet the following criteria:
275 a) The specific planned days of instruction will be identified.
276 b) There must be a minimum of ten (10) instructional months.
277 4. The number of hours of instruction must meet the following criteria:
278 a) A standard instructional day may not exceed six (6) instructional hours per day even
279 if instruction is provided for more than six (6) hours per day.
280 b) A standard instructional day may not be less than two (2) hours per day.
281 5. The Program's total planned hours of instruction for the school year:
282 a) Is the sum of the hours of instruction for all instructional months of the
283 Program's school year.
284 b) Must have a minimum of one thousand (1,000) annual planned hours of instruction.
285 6. Regardless of the Program's annual school calendar, instruction will be offered
286 in accordance with the college's academic calendar.
287

288 **M. Reporting of Student Enrollment.**
289

- 290 1. The following criteria must be met for each student claimed for state funding on
291 each monthly count day:
292
293 a) Met the eligibility criteria as specified in Section C.
294 b) Met the enrollment criteria as specified in Section D.
295 c) Met the minimum attendance standard on or during the month prior to the
296 monthly count day.
297 d) Has not withdrawn or been dropped prior to the monthly count day.
298 e) Is not being claimed by a state institution pursuant to WAC 392-121-221 on
299 the monthly count day.
300 f) Is not enrolled in course work that has been reported by a college for
301 postsecondary funding.
302 g) Is not currently enrolled in a high school program, including Alternative Learning
303 Experience, College in High School or another reengagement program excluding
304 Jobs for Washington's Graduate (JWG) program,
305 h) If concurrently enrolled in a Running Start, Skills Center, or JWG program, is
306 not exceeding the full-time equivalent (FTE) limitation pursuant WAC 392-121-
307 136.
308 i) Has not exceeded 1.0 AAFTE for the current school year as defined in WAC 392-

- 309 700- 015(2) and been counted for more than then (10) months as a 1.0 FTE.
310
311 2. Enrollment will be reported on a monthly basis in accordance with the following:
312
313 a) Enrollment is based on the number of students enrolled on the monthly count day
314 as defined in WAC 392-121-119.
315 b) The College shall submit monthly enrollment report to the District by the fourth
316 (4th) business day of September, and the first (1st) business day of each following
317 month.
318 c) For college level classes (100 level and above), the student's FTE is determined by
319 the enrolled college credits.
320 i. Fifteen (15) college credits equal 1.0 FTE.
321 ii. Students enrolled in less than fifteen (15) credits will be reported as a partial
322 FTE. The FTE reported will be calculated by dividing the number of enrolled
323 credits by fifteen (15).
324 iii. Enrollment in college classes over fifteen (15) college credits is limited to 1.0 FTE.
325
326 d) For classes below college level, the student must meet the requirement of
327 attaining satisfactory progress during any three-month period excluding September
328 pursuant WAC 392-700-160(2) and the FTE is based on the Program's total
329 planned hours of instruction pursuant WAC 392-700-155(1).
330

331 **N. Funding and Reimbursement.** 332

333 The District and the College will receive state basic education apportionment funding through
334 OSPI, according to the procedures set forth below:
335

- 336 1. Each student eligible for state funding as specified in Section M. will be reported as a
337 full or part-time FTE on each monthly count day.
338
339 2. The Program standard reimbursement rates are the statewide average annual
340 non- vocational and vocational rates as determined by OSPI pursuant WAC 392-
341 169-095.
342
343 3. Distribution of funding will be as follows:
344
345 a) The District will retain fifteen (15) percent of the basic education allocation
346 for administrative purposes and support.
347 b) The College will receive eighty-five (85) percent of the basic education allocation.
348 c) By October 1, the District shall provide a written schedule to the College identifying
349 the dates that the College shall submit invoices for reimbursement to the District.
350 Invoices
351 will correlate to the enrollment reported monthly on the P223-1418 form submitted by
352 the College to the District.
353 d) The District shall remit payment within thirty (30) days of the receipt of an invoice,
354 except for the final payment for the year which will be made by October 31.
355 Payment will be contingent upon the College's submittal of all required reports as
356 defined in Section O.3.
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358 4. The District may report and retain Special Education funding from OSPI for
359 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

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.

414

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:

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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.

439

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.

444

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.

455

456 **S. Applicable Law.**

457

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:

- 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.
467

468 **T. No Separate Entity Created.**
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470 No separate legal or administrative entity is intended by this Scope of Work.
471

472 **U. Amendment and Waiver.**
473

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.
478

479 **V. Entire Agreement.**
480

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

488 **Mark Madison**
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490 _____
491 District Program Administrator (print name)
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493 _____
494 Signature

_____ Date

495 _____
496 _____
497 College Program Administrator (print name)
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499 _____
500 _____
501 Signature

_____ Date

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

_____ Date