

WA ALE Dropout Recovery Program

between

Graduation Alliance, Inc.

AND

Issaquah School District 411

(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.

B. Duration of Scope of Work.

This Agreement is effective from the date of Customer 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.

C. Eligibility.

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

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

D. Program Administration.

Graduation Alliance shall develop and deliver to District, for its review and approval, 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.

E. Web Portal Configuration.

Graduation Alliance will provide the District with an Account Portal (“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.

F. 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.

G. 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 G.1. and G.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.

H. 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. Graduation Alliance will ensure that each written student learning plan is developed and approved in accordance with WAC 392-550-025.

I. 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.

J. Recruiting Services

[Intentionally left blank] Graduation Alliance will conduct outreach on the District's behalf to students and families, and refer interested students to the District's designated Program Administrator or authorized designee for eligibility review and approval. No student will be enrolled in the Program without approval from the District's designated Program Administrator or authorized designee.

K. 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 mitigate 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.

L. 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. Graduation Alliance may pursue lawful recovery of its equipment or related charges. However, consistent with RCW 28A.635.060, Graduation Alliance will not withhold or direct the District to withhold a student's grades, transcripts, earned credits, or

other educational records because of an equipment obligation. Any decision to withhold a diploma will be made solely by the District in accordance with applicable law and District policy.

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.

M. 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.

N. 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.

O. 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.

P. 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.

Q. Award of Credit.

In accordance with WAC 392-121-182, 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 will provide the student and the District with documentation of credits earned through the Program. The District is responsible for awarding and recording credits and determining whether District and state graduation requirements have been satisfied.

R. Annual School Calendar.

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

1. The school year begins on September 1st and ends on August 31st 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.

S. 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 certificated-teacher contact requirement under WAC 392-550-025 during each school week of the prior month and has not gone 20 consecutive school days without required certificated-teacher contact.
 - d) Received the required monthly progress evaluation and, if progress was unsatisfactory, has an intervention plan developed, documented, and implemented within five (5) school days of the monthly progress evaluation, consistent with WAC 392-550-025.
 - 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 (5th) business day of each month student-level enrollment data and supporting documentation sufficient to demonstrate that each reported student satisfies the requirements of Section S.1 and to calculate the appropriate FTE for the monthly P-223. Graduation Alliance represents that the information submitted is complete and accurate based on its records and will promptly correct any error or omission identified by either Party.
 - c) If the student's hours of planned instruction as reported in their written student learning plan and validated by a certificated 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 S.1 apply.

T. 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 S 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 are 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 30th. 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. There is no upfront cost or minimum student enrollment requirement. The percentage-based reimbursement stated in this Section is the complete compensation payable to Graduation Alliance for the Program, with no additional fees or reimbursable costs.
 - 4. 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 include only students and FTE supported by the documentation required under Section S and actually reported by the District on its monthly P-223. Graduation Alliance will promptly credit or refund any amount attributable to an enrollment or FTE later determined to be unsupported or ineligible.
 - b) The District shall remit payment within thirty (30) days of the receipt of an invoice.
 - 5. Annual changes to the Basic Education Allocation will be reflected automatically in the reimbursement calculation. Graduation Alliance may not change the percentage reimbursement rates stated in this Section without the District's prior written agreement.

U. 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 the District cannot secure a signed Transfer Consent for an active student within the thirty (30)-day period, the Parties will cooperate in providing an orderly transition. This Agreement may continue for that student for no more than sixty (60) days after the Agreement's expiration, unless the Parties agree otherwise in writing.
6. Regardless of whether the above terms and conditions in this Section U 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.

V. 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.

W. LIMITATION OF LIABILITY.

NEITHER PARTY SHALL BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES. EXCEPT FOR LIABILITY ARISING FROM A PARTY'S INDEMNIFICATION OBLIGATIONS, BREACH OF CONFIDENTIALITY OR STUDENT DATA OBLIGATIONS, INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR BODILY INJURY, DEATH, OR DAMAGE TO TANGIBLE PROPERTY, GRADUATION ALLIANCE'S AGGREGATE LIABILITY ARISING FROM THIS AGREEMENT WILL NOT EXCEED THE FEES PAID OR PAYABLE FOR THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

X. Indemnity.

1. Graduation Alliance shall indemnify, defend, and hold harmless the District and its directors, officers, employees, and agents from third-party claims, damages, losses, judgments, and reasonable costs, including attorneys' fees, to the extent arising from Graduation Alliance's breach of this Agreement, violation of law, negligence, or willful misconduct in performing the Program Services.
2. To the extent permitted by Washington law, the District shall indemnify, defend, and hold harmless Graduation Alliance and its officers, employees, and agents from third-party claims, damages, losses, judgments, and reasonable costs, including attorneys' fees, to the extent arising from the District's breach of this Agreement, violation of law, negligence, or willful misconduct in performing its obligations. Nothing in this Section waives any defense, immunity, or limitation available to the District under Washington law.
3. The indemnified Party shall provide prompt notice of a covered claim and reasonable cooperation in the defense. The indemnifying Party may control the defense but may not settle a claim in a manner that imposes liability, an admission, or a nonmonetary obligation on the indemnified Party without its prior written consent.

Y. Student Data Privacy and Compliance

1. Graduation Alliance will comply with all applicable federal and state laws related to the privacy, sharing, retention, protection and destruction of student records and other Student Data, including but not limited to the Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. § 1232g; 34 C.F.R. Part 99), the Children's Online Privacy Protection Act ("COPPA") (16 C.F.R. Part 312, as amended), the Student User Privacy in Education Rights Act ("SUPER Act"), Chapter 28A.604 RCW, and RCW 28A.605.030 (Student education records—Parental review—Release of records—Procedure), each as amended from time to time (collectively, "Applicable Privacy Laws"). Graduation Alliance's data privacy and security practices are further described in its Privacy Policy and COPPA Privacy Policy, each as published on Graduation Alliance's website and as may be updated from time to

time (collectively, the “Policies”). The Policies in effect on the Effective Date establish minimum protections and may not be revised during the Term in a manner that materially reduces protection of Student Data. The Parties' executed Data Sharing Agreement is incorporated into this Agreement and controls in the event of any conflict concerning Student Data. District hereby designates Graduation Alliance as a “school official” with a “legitimate educational interest” under 34 C.F.R. § 99.31(a)(1)(i), solely for the purpose of providing the educational services described in this Agreement. Graduation Alliance shall cooperate with District in responding to requests from parents or eligible students to inspect, review or seek amendment of education records under 34 C.F.R. §§ 99.10 through 99.22.

2. **Breach Notification.** Graduation Alliance shall notify District of any confirmed or reasonably suspected breach of security without unreasonable delay and no later than twenty-four (24) hours after confirming or reasonably suspecting the breach. Graduation Alliance shall cooperate with District in investigating and responding to any breach, including in meeting District's notification obligations under applicable Washington and federal law, including Chapter 19.255 RCW and, as applicable to District, RCW 42.56.590, each as amended from time to time.

Z. Confidential Information.

Each Party agrees that it shall not use or disclose to any third party, except for the purpose of performing this Agreement, any business and technical information of the other Party which, in the exercise of reasonable judgment, should be recognized by such Party as confidential or is specifically designated, orally or visually, as confidential (“Confidential Information”). Confidential Information specifically includes, without limiting the foregoing, (i) the terms and conditions herein, (ii) non-public aspects of Graduation Alliance's Portal and the operation thereof, GA Technology, and the Services and additional services provided by Graduation Alliance, and Graduation Alliance business and technical information, and data, (iii) data and information provided by the District, and non-public aspects of District's technology, computer programs, and business and technical information, and data. To the extent any information constitutes Student Data governed by Section Y, Section Y shall control in the event of a conflict. The obligation of confidentiality shall not apply to information which: (a) is or becomes part of the public domain through no fault of the receiving Party; (b) is furnished by the disclosing Party to others without restrictions on use and disclosure; (c) becomes known or available to the receiving Party without restriction from a source other than the disclosing Party without breach of any Agreement with the disclosing Party; (d) is disclosed with prior written approval of the disclosing Party; (e) is independently developed by the receiving Party without the use of any Confidential Information; (f) is previously known to the receiving Party on a non-confidential basis; or (g) is required by court order (other legal process) or government agency to be disclosed. If disclosure is required by law, regulation, court order, or public records request, the receiving Party shall, to the extent legally permitted, provide prior notice to the disclosing Party and reasonably cooperate with the disclosing Party's efforts to seek confidential treatment. This Section shall survive termination of the Agreement for three (3) years; provided that trade secrets shall remain protected for so long as they qualify as trade secrets under applicable law.

Nothing in this Section limits the District's duties under the Washington Public Records Act, Chapter 42.56 RCW. Graduation Alliance will identify the specific basis for any claimed exemption and provide reasonable assistance with review and redaction, but the District retains responsibility for responding to public records requests.

AA. Proprietary Right Ownership.

1. **Ownership.** Ownership of the Portal, services described in this Agreement or any addendum hereto related to the Program (“Services”), tangible computer technology and intangible computer code necessary to deploy and serve the Services via the Portal (“GA Technology”), and all rights embodied within (collectively the “Proprietary Rights”) shall remain exclusively vested in, and be the sole and exclusive property of, Graduation Alliance and its licensors. District retains ownership of District and student records and data. Graduation Alliance may use general feedback that does not disclose District Confidential Information or Student Data to improve its services, without restricting the District's continued use of its own ideas or recommendations.
2. **No Modification or Adaptation.** District may not make any change or modification to the Program, its curriculum, methods of delivery, or assessment, without the express written consent of Graduation Alliance. The District may require changes reasonably necessary to comply with applicable law, OSPI requirements, or District policy after consultation with Graduation Alliance. If a required change materially affects Graduation Alliance's ability to provide the Program, the Parties will meet promptly to determine an appropriate amendment or transition.

BB. Miscellaneous Provisions.

1. **Relationship.** The Parties' relationship to each other is that of independent contractors. In no event shall the Parties be deemed to have created a fiduciary relationship including a partnership, joint venture, or agency relationship.
2. **Entire Agreement.** This Agreement, including addendums hereto, represents the Parties' entire agreement, superseding and rendering null and void any prior agreements, negotiations, representations, or understandings, written or verbal. No course of dealing, course of performance, usage of trade, oral statement, or informal correspondence shall be construed to amend this Agreement.
3. **Amendment.** This Agreement may be amended only in an addendum hereto or another formal written agreement signed by authorized representatives of both Parties.
4. **Waiver.** No waiver of any provision of this Agreement shall be effective unless such waiver shall be in writing, signed by all Parties, and then shall be effective only for the period and specific instance for which given.
5. **Severability.** Should any provision of this Agreement be found invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.
6. **Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent, which will not be unreasonably withheld; provided that the District may assign this Agreement to a governmental successor. Any permitted assignee must assume all obligations under this Agreement in writing.
7. **Governing Law.** This Agreement is governed by the laws of the State of Washington, without regard to conflict-of-law principles. Venue for any action arising from this Agreement will lie in the state or federal courts located in King County, Washington.
8. **Force Majeure.** Neither Party shall be liable for failure to perform its obligations under this Agreement if such failure is caused by circumstances beyond that Party's reasonable control, including but not limited to natural disasters, acts of God, war, pandemics, governmental actions, cyberattacks, widespread internet or telecommunications outages, cloud service provider failures, power grid disruptions, or other force majeure events. The affected Party shall provide prompt written notice to the other Party and use commercially reasonable efforts to resume performance.
9. **Insurance.** During the Term, Graduation Alliance will maintain commercially reasonable insurance appropriate to the Services, including commercial general liability, Professional/Educators legal liability, cyber/privacy liability, workers' compensation as required by law, and sexual misconduct/molestation liability. Upon request, Graduation Alliance will provide certificates of insurance evidencing current coverage and will name the District as an additional insured on commercial general liability coverage where commercially available.
10. **No Third-Party Beneficiaries.** This Agreement is solely for the benefit of the Parties and their permitted successors and assigns. Nothing in this Agreement confers any rights or remedies upon any third party, including Students or their parents or guardians.
11. **Dispute Resolution.** Except as otherwise required by applicable state law, disputes among the Parties shall be resolved in the following manner:
 - a) Prior to the initiation of any legal proceeding, the Parties first shall attempt to resolve their dispute informally, with representatives of the Parties to meet as reasonably deemed necessary in an attempt to resolve their dispute. The Parties may agree in writing to nonbinding mediation.
 - b) If the Parties are unable to resolve their dispute informally, the exclusive means of resolving claims under this Agreement or arising from performance of the Program Services shall be binding arbitration under the Federal Arbitration Act, in a proceeding before a single arbitrator governed by the Commercial Arbitration Rules of the American Arbitration Association. Judgment upon any resulting award may be entered in any court of competent jurisdiction.
12. **Survival.** In addition to other provisions which logically would be expected to survive termination, Sections W-BB shall survive termination of this Agreement.
13. **Notices.** Notices under this Agreement shall be effective if given to the signatories or their successors, or to any authorized officer of a Party, via email or overnight mail to the addresses shown below with the Parties' signatures, or in any other manner reasonably calculated to provide actual notice. The Parties are responsible for informing each other in writing of changes to their addresses for notice.
14. **Counterparts; Electronic Signatures.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Signatures delivered by electronic means, including PDF, scanned signature, or other electronic transmission, shall be deemed to be original signatures and shall be fully binding on the Parties for all purposes.
15. **Order of Precedence.** In the event of a conflict, the order of precedence is: (1) a later written amendment signed by both Parties; (2) the Data Sharing Agreement, solely for matters involving Student Data; (3) this Agreement; and (4) the approved Policy and Operations Manual.

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

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

Issaquah School District 411
5150 220th Ave SE
Issaquah WA 98029

By: _____
Andy Cusimano, Chief Financial Officer
contracts@graduationalliance.com

By: _____
Title: _____

Email: _____

Date: _____

Date: _____