

SCOPE OF WORK Agreement related to the operation of an Open Doors
[1418] Youth Reengagement Program

(hereinafter referred to as College)

AND

(hereinafter referred to as District)

AND

(hereinafter referred to as Institution)

A. Purpose.

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

1. Support the statewide youth reengagement system as defined in RCW 28A.175.100.
2. Comply with requirements outlined in WAC Chapter 392-700 to provide education opportunities for eligible students enrolled in the _____ Open Doors [1418] Youth Reengagement Program (hereinafter referred to as Program) operated by the District in partnership with the College and the Institution.

** **NOTE:** The language in this Scope of Work is based on WAC and RCW as of September 2022. The College, Institution, District and Program will comply with any WAC or RCW modifications.*

B. Duration of Scope of Work.

This Scope of Work agreement will be in effect from _____, 20__ through August 31, 20__.
Notification shall occur at minimum, 60 days prior to termination of the agreement.

The District is responsible for **notifying OSPI** if they decide to discontinue the Program or update/change program partners, pathways, or offerings.

The Office of Superintendent of Public Instruction's (OSPI) will be responsible for notifying the District when they are required to be reapproved and of the re-approval process. OSPI will examine a minimum of two years of data in the re-approval process.

C. Student Eligibility.

1. Pursuant to WAC 392-700-035, youth are eligible for enrolling in an Open Doors [1418] youth reengagement program when they meet the following criteria:

a. Under twenty-one (21) years of age, but at least sixteen (16) years of age, as of September 1.

b. Has not yet met high school graduation requirements, and

c. Has been found to be credit deficient pursuant to WAC 392-700-035(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;

(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.

d. If determined not to be credit deficient as outlined in WAC 392-700-035(c), has 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. Once determined eligible for the Program, 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: A student who earn a high school equivalency certificate retains their eligibility and may continue to participate in the Program,

b. Earns an Associate Degree, or

c. Becomes ineligible because has turned age twenty-one (21) on or before September 1 of a new school year.

D. Instruction.

The College will be responsible for the provision and oversight of all instruction under this Scope of Work pursuant to WAC 392-700-065 which includes the following:

1. All Program instruction will be designed to help students acquire high school credits, acquire at least high school skills, and be academically prepared for success in college and/or work.

- 99 2. All instruction will be provided in accordance with the skill level and learning needs of
100 individual students and not the student's chronological age or associated grade level.
101 Therefore:
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- 103 a. All instruction that is at the ninth (9th) grade level or higher shall generate credits that
104 can be applied to high school diploma, and
105
 - 106 b. All instruction that is below the ninth (9th) grade level shall not generate high school
107 credits but will be counted as part of the Program's instructional programming for the
108 purposes of calculating FTE and will be designed to prepare students for coursework
109 that is at the ninth (9th) grade level or higher.
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 - 111 c. All instruction that is at or above the 100 level is considered dual credit and must be
112 designated with the Y code when transcribing to high school credit.
113
- 114
- 115 3. The Program may restrict or deny enrollment into classes if a student's academic
116 performance or conduct does not meet established guidelines
117
- 118 4. The Program will administer standardized tests within one (1) month of enrollment or secure
119 test results from no more than six (6) months prior to enrollment in order to determine a
120 student's initial math and reading level upon entering the Program. A commonly accepted
121 standardized academic skills assessment tool will be used. All required assessments will be
122 provided to the students free of charge.
123
- 124 5. The College will provide instruction, and required academic skills assessments at no cost to
125 the students but may collect mandatory fees as established by the Program.
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- 127 a. Consumable supplies, textbooks, and other materials that are retained by the student do not
128 constitute tuition or a fee.
129
 - 130 b. The Program will establish a waiver/scholarship process for qualifying students.
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- 132 6. Instruction will be provided through courses approved by college, identifiable by course title,
133 course number, quarter, number of credits, and, for vocational course, the Classification of
134 Instructional Programs (CIP) code number assigned by OSPI to the approved Career and
135 Technical Education (CTE) course.
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- 137 7. The following instruction will be offered to all students, as appropriate for their goals, skills
138 levels, and completion of prerequisites:
139
- 140 a. Basic skills remediation courses and high school equivalency certificate preparation
141 courses,
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 - 143 b. Courses that lead to a postsecondary degree or certificate,
144
 - 145 c. Coursework that will lead to a high school diploma, and
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 - 147 d. College and work readiness preparation coursework.

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149 8. The College will ensure that all instruction will be provided by instructors who are employed
150 or appointed by the College whose required credentials are established by the College.
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152 9. Instructor to student ratio for any course open to both Program students and non-Program
153 students will be determined by the College.
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155 10. Instructor to student ratio for classes designed exclusively for Program students will not
156 exceed a 1:35 ratio.
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158 **E. Case Management and Student Support.**
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160 The Program will be responsible for the provision of case management services to all enrolled
161 students pursuant to WAC 392-700-085 which include the following:
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- 163 1. Case management staff will be assigned to the College to provide accessible, consistent
164 support to students as well as, academic advising, career guidance information,
165 employment assistance or referrals, and referrals to DSHS.
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167 2. The Program will maintain a case management staff to student ratio not to exceed 1:75
168 (one case manager FTE to seventy-five (75) enrolled students) on a full-time continuous
169 basis throughout the school year.
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171 3. Only the percent of each staff member's time that is allocated to fulfilling case management
172 responsibilities will be included in the calculation of a Program's case management staff
173 FTE to student ratio
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175 4. Even though the provision of case management services will require case management
176 staff to work in the community to meet client needs, case management staff will be primarily
177 based at the Program's instructional site(s).
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179 5. The Program will ensure that case management services and instruction are integrated and
180 coordinated, and that procedures are established that facilitate timely relevant
181 communication about student progress.
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183 6. All case management staff will be employed by the College or be formally assigned to the
184 Program through a contract. Case management staff will have at least a Bachelor's degree
185 in social work, counseling, education, or a related field, or at least two (2) years of
186 experience providing case management, counseling or related direct services to at-risk
187 individuals or sixteen to twenty-one (16-21) year old youth.
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192 **F. Award of Credit.**
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In accordance with RCW 28A.175.100, high school credit will be awarded for all College coursework in which Program students are enrolled, including high school equivalency certificate preparation, in accordance with the following:

1. High school credit will be awarded for Program instruction provided by the College in accordance WAC 392-700-137.
2. The District is responsible for reporting high school credits earned by Program 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 Scope of Work agreement is implemented as part of the District's policy regarding award of credits per WAC 180-51-050(4), (5) and (6).
4. All instruction that is at or above the 100 level is considered dual credit and must be designated with the Y code when transcribing to high school credit.

G. Statewide Student Assessment.

Pursuant to WAC 392-700-152:

1. The District will work with the College to ensure that all Program 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 some graduating cohorts, and is one of many ways to meet a graduation pathway for the class of 2020 onward.
2. The District will include reengagement students when calculating districtwide statistics in relation to the statewide assessments

H. Provision of Special Education and Section 504 of the 1973 Rehabilitation Act Accommodations, and Transitional Bilingual Instructional program.

1. The District will be responsible for the provision of special education services to any Program student who qualifies for special education in accordance with all state and federal law and pursuant to WAC chapter 392-172A.
2. The District will provide the same accommodations to any enrolled students under Section 504 of the 1973 Rehabilitation Act as it provides to all students of the district.
3. The resident district is responsible for the provision of services to students who are eligible for transitional bilingual services and are otherwise qualified for participation in the program.

I. Annual School Calendar.

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

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

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.

J. Reporting of Student Enrollment.

Programs will report to the District their Program enrollment using the Form P223-1418 each month. The enrollment will be based on the monthly count day as defined in WAC 392-121-119. The Program will certify by signing the Form P223-1418 the accuracy of the enrollment reported. The Form is due to the District by the eighth calendar day of the months – October through August and for the month of September, the date found on the back of the form.

In accordance with WAC 392-700-160, the following criteria must be met for each student claimed by the Program for state funding on each monthly count day:

1. Meets all eligibility criteria pursuant to WAC 392-700-035 or Section C of this Letter of Intent,
2. Is enrolled in a Program, as well as, the District, and the Institution
3. Meets the attendance period requirement pursuant to WAC 392-700-015(3),
4. Meets the weekly status check requirement pursuant to WAC 392-700-015(23),
5. Has not withdrawn or been dropped from the Program prior to the monthly count day,
6. Whose Program enrollment is not being claimed by a college for postsecondary funding,

7. Is not currently enrolled in a prototypical high school program, including Alternative Learning Experience, College in the High School or another reengagement program excluding Jobs for Washington's Graduate (JWG) program and Institutional Education.
8. If concurrently enrolled in a Running Start, Skills Center, or JWG program, is not exceeding the full-time equivalent (FTE) limitation pursuant to WAC 392-121-136,
9. Has not exceeded the 1.0 annual average FTE (AAFTE) for the school year to include prior months' enrollment in a high school, and in JWG program.

K. Funding and Reimbursement.

The District and the College will receive state basic education apportionment funding through OSPI, pursuant to WAC 392-700-165 and according to the procedures set forth below:

1. Each eligible student that meets the requirements of Section J. can be claimed for state funding using the following FTE calculation:
 - a. For college level classes (100 level and above), the student's FTE is determined by the enrolled college credits.
 - i. Fifteen (15) college credits equal 1.0 FTE.
 - 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).
 - iii. Enrollment in college classes over fifteen (15) college credits is limited to 1.0 FTE.
 - iv. Enrollment in state approved vocation college level classes and taught by a certified vocation instructor can be claimed for enhanced vocational funding as a vocational FTE.
 - b. For below 100 level classes,
 - i. The student's FTE is based on the Program total planned hours of instruction. Provided that the Program's annual calendar shows at least nine hundred (900) total planned hours of instruction, a student enrolled in a below 100 level class, can be claimed as a 1.0 FTE.
 - ii. After claiming a student's below 100 level class enrollment for three months, a student must show academic progress by either earning an indicator of academic progress identified in WAC 392-700-015(14) or a credential identified in WAC 392-700-015(11).
 - iii. Enrollment in below 100 level classes cannot be claimed for enhanced vocational funding.
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.
3. Distribution of funding will be as follows:
 - a. The District will retain _____ percent of the basic education allocation for Open Doors 1418 funding (the District may retain up to seven (7) percent, per WAC 392-700-165

- b. The College will receive _____ percent of the basic education allocation (the College may receive up to ninety-three (93) percent, per WAC 392-700-165
 - c. The District will retain its institutional education allocation for Institutional Education, per WAC 392-122-225.
 - d. By October 1, the District shall provide a written schedule to the Program (College) identifying the dates that the Program shall submit invoices for reimbursement to the District. Invoices will correlate to the enrollment reported monthly on the P223-1418 form submitted by the Program to the District.
 - e. 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. Payment will be contingent upon the Program's (College's) submittal of all required reports as defined in Section L.3.
- 4. The Program may provide transportation for students, but additional funds are not generated or provided.
 - 5. Program 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. Funding may be retained by the district if the district is providing the services or passed through to the college if the college is providing the services.

L. Required Documentation and Reporting.

1. Student Documentation:

- a. The Program shall maintain student documentation to support eligibility as specified in Section C. and enrollment as specified in Section J.
- b. The Program shall, on behalf of the District, request school records for each student from the last school they attended.
- c. The Program shall maintain documentation of case management, student assessment, basic skills gains, attainments of credentials, earned indicator of academic progress, and award of credit.
- d. The Program 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 Student Reporting:

- 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.

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- 390 b. The District will work with the College to determine whether District or the Program staff
- 391 will be responsible for performing required data entry following OSPI's standard
- 392 procedures for all Reengagement Programs.
- 393
- 394 i. If the Program is responsible for data entry, the District will provide access to the
- 395 student information system, as well as, training and technical assistance.
- 396 ii. If the District is responsible for data entry, the District will define the data elements
- 397 the Program must provide for each student, as well as, the format and required
- 398 reporting dates for the submission of data.
- 399
- 400 3. Annual Reporting:
- 401
- 402 a. The Program (College) will prepare and submit an annual performance report to the
- 403 District no later than October 1st.
- 404
- 405 b. The District will review and submit the annual performance report to OSPI no later than
- 406 November 1st.
- 407
- 408 c. The annual report will include the following:
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- 410 i. Program's total number of students by gender, age, and race/ethnicity who were
- 411 enrolled, who were dismissed by the Program, and who voluntarily withdrew.
- 412 ii. Program's total number of students by gender, age, race/ethnicity, and credential type
- 413 who earned a credential as defined in WAC 392-700-015(10).
- 414 iii. Program's total number of students by gender, age, race/ethnicity, and indicator of
- 415 academic progress types who attained an indicator of academic progress as defined in
- 416 WAC 392-700-015(14). For high school and college credit, detail the subject area.
- 417 iv. Total number of instructional staff assigned to the Program.
- 418

419 **M. District Administrative Responsibilities.**

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- 421 1. Upon OSPI's determination that this Scope of Work contains approved standard language
- 422 that delineates responsibility for all the required elements of a Reengagement Program as
- 423 outlined in RCW 28A.175.100, and WAC Chapter 392-700, OSPI will assign a code to be
- 424 used by the District, the College, the Institution, and OSPI to exclusively identify the
- 425 Program. The District will use this code in its student information system and in
- 426 Comprehensive Education Data and Research System (CEDARS) to identify all students
- 427 enrolled in the Program.
- 428
- 429 2. The District will work cooperatively with the College and the Institution to implement this
- 430 Scope of Work and to ensure that quality reengagement services are provided in
- 431 accordance with WAC 392-700.
- 432
- 433 3. The District will designate a primary contact person to work with the College in
- 434 implementing this Scope of Work and to provide oversight and technical assistance. The
- 435 District will notify the College and Institution of who this person is and their contact
- 436 information.
- 437

4. The District will designate a primary contact person to work with the Institution in implementing this Scope of Work and to provide oversight and technical assistance. The District will notify the College and Institution of who this person is and their contact information.
5. If the Open Doors 1418 program indicates, and is approved by OSPI, to offer a GED-plus pathway, the District will employ and establish a GED Administrator in service of the Institution-based program to ensure proctoring of the GED.
 - a. The GED Administrator will be responsible for the following activities:
 - i. Working with the College and the Institution to schedule practice tests appropriate to student progress in a timely manner
 - ii. Working with the College and the Institution to schedule official tests appropriate to student progress in a timely manner
 - iii. Purchase and/or procurement of the practice test vouchers, at no cost to students
 - iv. Purchase and/or procurement of the official test vouchers, at no cost to students

N. Institution Administrative Responsibilities.

1. The Institution will provide appropriate space for the Program to operate.
2. The Institution will provide staffing in the form of youth supervision as necessary for the Program to operate.
3. The Institution will designate a primary contact to work with the Program in implementing this Scope of Work and to provide oversight and technical assistance.
4. If the Open Doors 1418 program indicates, and is approved by OSPI, to offer a GED-plus pathway, the Institution will coordinate with the District to ensure proctoring of the GED.
5. Meet any additional or other requirements as described in RCW 28A.190.040.

O. Longitudinal Performance Goals.

1. Longitudinal performance data for the Program and the statewide reengagement system as a whole will be reported through the Washington's P-20 (pre-school to post-secondary and workforce) longitudinal data system, the Education Research and Data Center (ERDC).
2. The District will work with the College and the Institution to collect and report student data requested by the ERDC in order to accomplish the longitudinal follow-up of reengagement students. Specifically, the following unique identifier data points will be collected, to the extent possible, by the Program, reported by the College, and verified by the District, for each enrolled reengagement student:
 - a. Full legal name.
 - b. Birth date.
 - c. State student identifier number (SSID).
 - d. Social security number.
 - e. College student identification number (SID), if applicable.

- 485 3. While Program students will be encouraged to provide the data needed for longitudinal
486 follow-up, the Program will ensure that a student's unwillingness or inability to provide the
487 requested data will not be a barrier to enrollment.
488

489 **P. Records.**

490 All operations of, and accounting by, either party pertaining to this Scope of Work shall be open
491 to the inspection of either party.
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494 **Q. Indemnification.**

495 As part of the terms of this Scope of Work, each party shall each be responsible for the
496 consequences of any act or failure to act on the part of itself, its directors, employees, and its
497 agents. Each party shall be responsible for its own negligence, and neither party shall
498 indemnify or hold the other party harmless; neither party assumes responsibility to the other
499 party for its consequences of any act or omission of any person, firm or corporation not party to
500 this Scope of Work. In the event of fiscal recapture due to inconsistencies or misinterpretation
501 of law, both parties agree to collaboratively address the issue or issues and seek a
502 collaborative solution.
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505 **R. Applicable Law.**

506 This Scope of Work is entered into pursuant to and under authority granted by the laws of the
507 state of Washington and any applicable federal laws. The provisions of this Scope of Work shall
508 be construed to conform to those laws. In the event of any inconsistency in the terms of this
509 Scope of Work, or between its terms and any applicable statute or rule, the consistency shall be
510 resolved by giving precedence in the following order:
511
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- 513 1. Applicable state and federal statutes and rules.
514 2. Statement of work herein.
515 3. Any other provisions of the Scope of Work, including materials incorporated by
516 reference.
517

518 **S. No Separate Entity Created.**

519 No separate legal or administrative entity is intended by this Scope of Work.
520
521

522 **T. Amendment and Waiver.**

523 This approved Scope of Work may be waived, changed, modified, or amended only in
524 writing by authorized individuals of both parties. If any provision of the Scope of Work shall
525 be deemed in conflict with any statute or rule of law, such provision shall be modified to be
526 in conformance with said statute or rule of law.
527
528

529 **U. Entire Agreement.**

530 This Scope of Work constitutes the entire agreement of the parties and supersedes any
531 previous written or oral Scope of Works. Any other Scope of Work, representation, or
532 understanding, verbal or otherwise, relating to the services of College and the District, or
533

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.

Scope of Work for Open Doors [1418] Youth Reengagement Program

District Superintendent or Designee (print name)

Signature

Date

College Program Administrator (print name)

Signature

Date

Institution Administrator (print name)

Signature

Date

OSPI Open Doors [1418] Program Administrator (print name)

Signature

Date

OSPI Assistant Superintendent (print name)

Signature

Date

School Code assigned to this Program: _____

Qualification Code(s): _____