

1 **LETTER OF INTENT related to the operation of**

2  
3 \_\_\_\_\_ OPEN DOORS [1418] YOUTH REENGAGEMENT PROGRAM

4  
5 operated by

6  
7 \_\_\_\_\_ SCHOOL DISTRICT

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9  
10 This document is a commitment by the \_\_\_\_\_ District (hereafter referred to as District)  
11 to operate \_\_\_\_\_ Open Doors [1418] Youth Reengagement Program (hereafter  
12 referred to as Program) under the authority of RCW 28A.175.100 and WAC 392-700, upon  
13 approval from the Office of the Superintendent of Public Instruction (OSPI).  
14

15 **A. Purpose.**

16  
17 The purpose of this Letter of Intent is to ensure that the District and Program:

- 18  
19 1. Support the statewide youth reengagement system as defined in RCW 28A.175.100.  
20  
21 2. Comply with requirements outlined in WAC Chapter 392-700 to provide education  
22 opportunities for eligible students.  
23

24 \* **NOTE:** The language in this Letter of Intent is based on WAC and RCW as of September 2018. The  
25 District and Program will comply with any WAC or RCW modifications.  
26

27 **B. Duration of Letter of Intent.**

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29 This Letter of Intent will be in effect from \_\_\_\_\_, 20\_\_\_\_. OSPI will be responsible for  
30 notifying the program when they are required to be reapproved and of the re-approval process.  
31 The program is responsible for notifying OSPI if they decide to discontinue the program. OSPI  
32 will examine a minimum of two years of data in the re-approval process.  
33

34 **C. Student Eligibility**

- 35  
36 1. Pursuant to WAC 392-700-035, youth are eligible for enrolling in an Open Doors [1418]  
37 youth reengagement program when they meet the following criteria:  
38  
39 a. Under twenty-one (21) years of age, but at least sixteen (16) years of age, as of  
40 September 1,  
41 b. Has not yet met high school graduation requirements, and  
42 c. Has been found to be credit deficient pursuant to WAC 392-700-035(c):  
43 (c) At the time the student enrolls, is significantly behind in credits based on the student's  
44 cohort graduation date. The cohort graduation date is established as the end of the fourth  
45 school year after a student first enrolls in the ninth grade.  
46 (i) A student who is more than twenty-four months from their cohort graduation date and has  
47 earned less than sixty-five percent of the high school credits expected to be earned by their  
48 cohort or has a ratio of earned credits to attempted credits that is less than sixty-five  
49 percent. A cohort is the group of students that enter the ninth grade in the same school year;  
50 (ii) A student who is between twelve and twenty-four months from their cohort graduation  
51 date and has earned less than seventy percent of the high school credits expected to be

52 earned by their cohort or has a ratio of earned credits to attempted credits that is less than  
53 seventy percent;

54 (iii) A student who is less than twelve months from their cohort graduation date or who has  
55 passed their cohort graduation date by less than twelve months and has earned less than  
56 seventy-five percent of the high school credits expected to be earned by their cohort or has  
57 a ratio of earned credits to attempted credits that is less than seventy-five percent;

58 (iv) A student who is past their cohort graduation date by twelve months or more and has  
59 not met their district, tribal compact school, or charter school graduation requirements; or

60 (v) A student who has never attended the ninth grade and has earned zero high school  
61 credits.

62  
63 d. If determined not to be credit deficient as outlined in WAC 392-700-035(c), has been  
64 recommended for enrollment by case managers from the Department of Social and  
65 Health Services (DSHS), the juvenile justice system, district approved school  
66 personnel, or staff from community agencies which provide educational advocacy  
67 services.

68  
69 2. Additionally, prior to enrollment in the Program, an eligible student must:

70 a. Have been withdrawn from their last high school, and

71 b. Have been released from their resident district and accepted by the District, if the District  
72 is not the student's resident district.

73  
74  
75 3. Once determined eligible for the Program, a student will retain eligibility, regardless of  
76 breaks in enrollment, until the student does one of the following:

77 a. Earns a high school diploma. NOTE: A student who earns a high school equivalency  
78 certificate retains their eligibility and may continue to participate in the Program,

79 b. Earns an Associate Degree, or

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

#### 82 83 84 **D. Instruction.**

85  
86 The District will be responsible for the provision and oversight of all instruction under this Letter  
87 of Intent pursuant to WAC 392-700-065 which includes the following:

88  
89 1. Instruction for Program students must include:

90 a. Academic skills instruction and high school equivalency certificate preparation  
91 coursework with curriculum, and instruction appropriate to each student's skills levels  
92 and academic goals.

93 b. College readiness and work readiness preparation coursework.

94  
95  
96 2. Instruction for Program students may include:

97 a. Competency-based academic and/or vocational training.

98 b. College preparation math or writing instruction.

99 c. Subject specific high school credit recovery instruction.

100 d. English language learner instruction (ELL)  
101

- 102 e. Other coursework approved by the district, charter school or tribal compact school  
103 including cooperative work experience.  
104
- 105 3. Instruction may not be limited to only those courses or subject areas in which students are  
106 deficient in high school credits.  
107
- 108 4. All Program instruction will be designed to help students acquire high school credits,  
109 acquire at least high school skills, and be academically prepared for success in college  
110 and/or work. All instruction will be provided in accordance with the skill level and learning  
111 needs of individual students and not the student's chronological age or associated grade  
112 level. Therefore:  
113
- 114 a. All instruction that is at the ninth (9<sup>th</sup>) grade level or higher shall generate credits that  
115 can be applied to high school diploma, and;  
116 b. All instruction that is below the ninth (9<sup>th</sup>) grade level shall not generate high school  
117 credits but will be counted as part of the Program's instructional programming for the  
118 purposes of calculating student enrollment, and will be designed to prepare students for  
119 coursework that is at the ninth (9<sup>th</sup>) grade level or higher. (Reference RCW 392.121.107)  
120
- 121 5. Each area of coursework, as specified in Sections D.1. and D.2., will have a course outline  
122 that specifies:  
123
- 124 a. Identified instructional materials.  
125 b. Specific intended learning outcomes.  
126 c. Procedures and standards for determining attainment of learning outcomes.  
127 d. Policy for grading and awarding of credit.  
128
- 129 6. The Program may restrict or deny access into specific program elements if a student's  
130 academic performance or conduct does not meet established guidelines.  
131
- 132 7. The Program will administer standardized tests within one (1) month of enrollment or secure  
133 test results from no more than six (6) months prior to enrollment in order to determine a  
134 student's initial math and reading level upon entering the Program. A commonly accepted  
135 standardized academic skills assessment tools will be used. All required assessments will  
136 be provided to the students free of charge.  
137
- 138 8. The District will provide instruction, tuition, and required academic skills assessments at no  
139 cost to the students, but may collect mandatory fees as established by the Program.  
140
- 141 a. Consumable supplies, textbooks, and other materials that are retained by the student do  
142 not constitute tuition or a fee.  
143 b. The Program will establish a waiver/scholarship process for qualifying students.  
144
- 145 9. Instruction will be scheduled so that all enrolled students have the opportunity to attend and  
146 work with instructional staff during all the hours of the Program's standard instructional day.  
147
- 148 10. All instructional staff will be assigned by the District and will have prior experience in  
149 working with at-risk youth and/or in providing individualized instruction.  
150

- 151 11. The scheduled teaching hours of an instructional staff will equal or exceed the hours of the  
152 Program's standard instructional day plus one (1) additional hour per every five (5) teaching  
153 hours for planning, curriculum development, record-keeping, and required coordination of  
154 services with case management staff.  
155
- 156 12. For any one instructional session, the Program will assign instructional staff as needed to  
157 maintain an instructional staff to student ratio that does not exceed 1:25.  
158
- 159 13. If the noninstructional staff are part of the calculated instructional staff to student ratio, the  
160 following conditions must be met:  
161
- 162 a. Noninstructional staff may not be a replacement for the instructional staff and must work  
163 under the guidance and direct supervision of the instructional staff.
  - 164 b. The ratio of total instructional and noninstructional staff to students may not exceed  
165 2:50.  
166

#### 167 **E. Case Management and Student Support.** 168

169 The Program will be responsible for the provision of case management services to enrolled  
170 students pursuant to WAC 392-700-085 which include the following:  
171

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

#### 197 **F. Awarding of Credit.** 198

199 In accordance with WAC 392-700-137, awarding of credit will include the following:  
200

- 201 1. High school credit will be awarded for all coursework at or above the 9<sup>th</sup> grade level in which  
202 students are enrolled, including high school equivalency certificate preparation.  
203  
204 2. The District will ensure that the process for awarding high school credits is implemented as  
205 part of the District's policy regarding award of credits per WAC 180-51-050(5) and (6).  
206  
207 3. Program documentation related to the earned credits will be provided to the student and the  
208 District that will be responsible for awarding of credits.  
209  
210

211 **G. Statewide Student Assessment.**

212 Pursuant to WAC 392-700-152:

- 213  
214  
215 1. The District will ensure that all Program students have the opportunity to participate in the  
216 statewide student assessment and understand that this assessment, or an approved  
217 alternative, is a high school graduation requirement for students in some graduating  
218 cohorts, and is one of many ways to meet a graduation pathway for the class of 2020  
219 onward.  
220  
221 2. The District will include Program students when calculating districtwide statistics in relation  
222 to the statewide assessments.  
223

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

- 226  
227 1. The District will be responsible for the provision of special education services to any  
228 Program student who qualifies for special education in accordance with all state and federal  
229 law and pursuant to WAC chapter 392-172A.  
230  
231 2. The District will provide the same accommodations to any enrolled students under Section  
232 504 of the 1973 Rehabilitation Act as it provides to all students of the district.  
233  
234 3. The resident district is responsible for the provision of services to students who are eligible  
235 for transitional bilingual services, and are otherwise qualified for participation in the  
236 program.  
237

238 **I. Annual Reporting Calendar.**

239 The following requirements will be met in relation to the school calendar:  
240

- 241  
242 1. The school year begins on September 1<sup>st</sup> and ends on August 31<sup>st</sup>.  
243  
244 2. The Program will provide the District a calendar of school year prior to the beginning of the  
245 Program's start date.  
246  
247 3. The school year calendar must meet the following criteria:  
248  
249 a. The specific planned days of instruction will be identified, and  
250 b. There must be a minimum of ten (10) continuous instructional months.

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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 (1000) annual planned hours of instruction.

**J. Reporting of Student Enrollment.**

Programs will report to the District their Program estimated enrollment on or before the monthly count day. Count day is defined in WAC 392-121-119. The Program will certify the count day enrollment by signing the Form P223-1418 the accuracy of the enrollment reported. The Form P223-1418 is due to the District by the eighth (8th) calendar day of the month. The exception to this is the month of September which requires the Form P223-1418 by the fourteenth (14th) day of the month.

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,
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 high school program, including Alternative Learning Experience, College in the High School or another reengagement program excluding Jobs for Washington’s Graduate (JWG) program,
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, in a JWG program, private school, or home-based instruction; and

- 301 10. After being claimed for three months, has made academic progress by either earning an  
302 indicator of academic progress identified in WAC 392-700-015(14) or a credential identified  
303 in WAC 392-700-015(11).  
304

305 **K. Funding and Reimbursement.**  
306

307 The District will receive state basic education apportionment funding through OSPI, pursuant to  
308 WAC 392-700-165 and according to the procedures set forth below:  
309

- 310 1. Each eligible student that meets the requirements of Section J and is enrolled in a below  
311 100 level class will be reported as a full 1.0 FTE on each monthly count day.  
312  
313 2. The Program standard reimbursement rate is the statewide average annual non-vocational  
314 as determined by OSPI pursuant to WAC 392-169-095.  
315  
316 3. The District will retain one hundred (100) percent of the basic education allocation.  
317  
318 4. The District may report and retain Special Education funding from OSPI for eligible students  
319 receiving special education services.  
320  
321 5. The Program may provide transportation for students but additional funds are not generated  
322 or provided.  
323  
324 6. Program students enrolled in a state-approved K-12 transitional bilingual instructional  
325 program pursuant to WAC 392-160 can be claimed by the District for bilingual enhanced  
326 funding.  
327

328 **L. Required Documentation and Reporting**  
329

330 The Program and District will maintain the following documentation and provide the following  
331 reporting pursuant to WAC 392-700-175.  
332

- 333 1. Student Documentation:  
334  
335 a. The Program shall maintain student documentation to support eligibility as specified in  
336 Section C. and enrollment as specified in Section J.  
337 b. The Program shall, on behalf of the District, request school records for each student  
338 from the last school they attended.  
339 c. The Program shall maintain documentation of case management, student assessment,  
340 basic skills gains, attainments of credentials, earned indicator of academic progress,  
341 and award of credit.  
342 d. The Program will comply with all state and federal laws related to the privacy, sharing,  
343 and retention of student records.  
344 e. Access to all student records will be provided in accordance with the Family Educational  
345 Rights and Privacy Act (FERPA).  
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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.
- b. The District will be responsible for performing required data entry in accordance with OSPI’s standard procedures for all Open Doors [1418] programs.

3. Annual Reporting:

- a. The Program will prepare and submit an annual performance report to the District no later than October 1<sup>st</sup>.
- b. The District will review and submit the annual performance report to OSPI no later than November 1<sup>st</sup>.
- c. The annual report will include the following:
  - i. Program's total number of students by gender, age, and race/ethnicity who were enrolled, who were dismissed by program, and who voluntarily withdrew.
  - ii. Program's total number of students by gender, age, race/ethnicity, and credential type who earned a credential as defined in WAC 392-700-015(10).
  - iii. Program's total number of students by gender, age, race/ethnicity, and indicator of academic progress types who attained an indicator of academic progress as defined in WAC 392-700-015(14). For high school and college credit, detail the subject area.
  - iv. Total number of instructional staff assigned to the program.

**M. Longitudinal Performance Goals.**

The Program and District will be required to report their longitudinal performance goals pursuant to WAC 392-700-195.

- 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 Program to collect and report student data requested by the ERDC in order to accomplish the longitudinal follow-up of Program students. Specifically, the following unique identifier data points will be collected, to the extent possible, by the Program, and verified by the District, for each enrolled Program student:
  - a. Full legal name,
  - b. Birth date,
  - c. State student identifier number (SSID),
  - d. Social security number, and
  - e. College student identification number (SID), if applicable.
- 3. While Program students will be encouraged to provide the data needed for longitudinal follow-up, the Program will ensure that a student’s unwillingness or inability to provide the requested data will not be a barrier to enrollment.



401 **N. Records.**

402  
403 All operations of, and accounting pertaining to this Letter of Intent shall be open to the  
404 inspection of OSPI.

406 **O. Applicable Law.**

407  
408 This Letter of Intent is entered into pursuant to and under authority granted by the laws of  
409 the State of Washington and any applicable federal laws. The provisions of this Letter of  
410 Intent shall be construed to conform to those laws. In the event of any inconsistency in the  
411 terms of this Letter of Intent, or between its terms and any applicable statute or rule, the  
412 consistency shall be resolved by giving precedence in the following order:

- 413  
414 1. Applicable state and federal statutes and rules.  
415 2. Statement of work herein.  
416 3. Any other provisions of the Letter of Intent, including materials incorporated by reference.

418 **P. No Separate Entity Created.**

419  
420 No separate legal or administrative entity is intended by this document.

422 **Q. Amendment and Waiver.**

423  
424 This approved Letter of Intent may be waived, changed, modified, or amended only by written  
425 agreement executed by both the District and OSPI. If any provision of the Letter of Intent shall  
426 be deemed in conflict with any statute or rule of law, such provision shall be modified to be in  
427 conformance with said statute or rule of law.

429 **R. Entire Agreement.**

430  
431 This Letter of Intent constitutes the entire agreement of the District and OSPI, and supersedes  
432 any previous written or oral agreements. Any other agreement, representation, or  
433 understanding, verbal or otherwise, relating to the services of District or otherwise dealing in  
434 any manner with the subject matter of this Letter of Intent, is hereby deemed to be null and void  
435 and of no force and effect whatsoever.

436  
437 \_\_\_\_\_  
438 Letter of Intent for Open Doors [1418] Youth Reengagement Program

440  
441 \_\_\_\_\_  
442 District Superintendent

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444 \_\_\_\_\_  
445 Signature

446 \_\_\_\_\_  
447 Date

451 Approved by OSPI:

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455 OSPI Open Doors [1418] Program Administrator

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459 Signature

Date

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464 OSPI Assistant Superintendent

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468 Signature

Date

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