

1 **SCOPE OF WORK Agreement related to the operation of**
2 **an Open Doors [1418] Youth Reengagement Program**
3 **(include with Contract)**
4

5 _____
6 (hereinafter referred to as Agency)
7

8 AND
9

10 _____ SCHOOL DISTRICT
11 (hereinafter referred to as District)
12
13

14 **A. Purpose.**
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16 It shall be the purpose of this Scope of Work to:
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- 18 1. Support the statewide dropout reengagement system as defined in RCW 28A.175.100
- 19
- 20 2. Comply with requirements outlined in WAC 392-700 to provide education opportunities for
- 21 eligible students enrolled in the _____ Open Doors [1418] Youth
- 22 Reengagement Program (hereinafter referred to as Program) operated by the Agency.
23

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

27 **B. Duration of Scope of Work.**
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29 This agreement will be in effect from _____, 20____ through August 31, 20____.

30 **Or**

31 This Scope of Work will be in effect from _____, 20____ and shall automatically renew annually
32 until either party notifies the other in writing of their intent to not renew. Notification shall occur, at
33 minimum, 60 days prior to termination of the agreement.
34

35 The Agency and/or District are responsible for **notifying OSPI** if they decide to discontinue the
36 Program or update/change program pathways or offerings.
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38 The Office of Superintendent of Public Instruction's (OSPI) will be responsible for notifying the
39 Agency, District, and/or Program when they are required to be reapproved and of the re-
40 approval process. OSPI will examine a minimum of two years of data in the re-approval
41 process
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43 **C. Student Eligibility.**
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- 45 1. Pursuant to WAC 392-700-035, youth are eligible for enrolling in an Open Doors [1418]
- 46 youth reengagement program when they meet the following criteria:
47
- 48 a. Under twenty-one (21) years of age, but at least sixteen (16) years of age, as of as of
49 September 1,

- b. Has not yet met high school graduation requirements,
 - c. Has been found to be credit deficient pursuant to WAC 392-700-035(c)
Has been found to be credit deficient pursuant to WAC 392-700-035(c):
 - (c) At the time the student enrolls, is significantly behind in credits based on the student's cohort graduation date. The cohort graduation date is established as the end of the fourth school year after a student first enrolls in the ninth grade.
 - (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. 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 resident district and accepted by the District, if the District is not the student's resident 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 Agency will be responsible for the provision and oversight of all instruction under this Scope of Work in accordance with the following:

1. Instruction for reengagement 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. Instruction for reengagement students may include:
 - a. Competency-based academic and/or vocational training.
 - b. College preparation math or writing instruction.
 - c. Subject specific high school credit recovery instruction.
 - d. English language learner instruction (ELL).
 - e. Other coursework approved by the District, including cooperative work experience.
3. Instruction may not be limited to only those courses or subject areas in which students are deficient in high school credits.
4. All reengagement 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. All instruction will be provided in accordance with the skill level and learning needs of individual students and not the student's chronological age or associated grade level. Therefore:
 - a. All instruction that is at the ninth (9th) grade level or higher shall generate credits that can be applied to high school diploma, and;
 - b. All instruction that is below the ninth (9th) grade level shall not generate high school credits but will be counted as part of the Program's instructional programming for the purposes of calculating student enrollment, and will be designed to prepare students for coursework that is at the ninth (9th) grade level or higher. (Reference RCW 392.121.107)
5. Each area of coursework, as specified in Sections E.1. and E.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.

6. The Program may restrict or deny access into specific program elements if a student's academic performance or conduct does not meet established guidelines.
7. The Agency will administer standardized tests within one (1) month of enrollment or secure test results from no more than six (6) months prior to enrollment in order to determine a student's initial math and reading level upon entering the Program. A commonly accepted standardized academic skills assessment tools will be used. All required assessments will be provided to the students free of charge.
8. The Agency will provide instruction, tuition, and required academic skills assessments at no cost to the students, but may collect mandatory fees as established by the Program.
 - a. Consumable supplies, textbooks, and other materials that are retained by the student do not constitute tuition or a fee.
 - b. The Program will establish a waiver/scholarship process for qualifying students.
9. Instruction will be scheduled so that all enrolled students have the opportunity to attend and work with instructional staff during all the hours of the Program's standard instructional day.
10. All instructional staff will be assigned by the Agency, but must meet the certification criteria set forth for instruction in Washington state (or if instruction is provided from a college, meet the college hiring criteria) and will have prior experience in working with at-risk youth and/or in providing individualized instruction.

F. Instructional Staff to Student Ratio.

1. The scheduled teaching hours of an instructional staff FTE will equal or exceed the hours of the Program's standard instructional day plus one (1) additional hour per every five (5) teaching hours for planning, curriculum development, record-keeping, and required coordination of services with case management staff.
2. The Agency will assign instructional staff as needed to maintain an instructional staff FTE to student ratio that does not exceed 1:25.
3. If the noninstructional staff are part of the calculated instructional staff FTE to student ratio, the following conditions must be met:
 - a. Noninstructional staff may not be a replacement for the instructional staff and must work under the guidance and direct supervision of the instructional staff.
 - b. The ratio of total instructional and noninstructional staff FTE to students may not exceed 2:50.
4. Only staff time that is dedicated to providing instruction to reengagement students will be included in the calculation of a Program's instructional staff FTE to student ratio.

G. Case Management and Student Support.

The Agency will be responsible for the provision of case management services to all enrolled students in accordance with the following:

1. Case management staff 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. The Program will maintain a case management 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.
3. Only the percent of each staff member's time that is allocated to fulfilling case management responsibilities will be included in the calculation of a Program's case management staff FTE to student ratio.
4. Even though the provision of case management services will require case management staff to work in the community to meet client needs, case management staff will be primarily based at the Program's instructional site(s).
5. The Agency will ensure that case management services and instruction are integrated and coordinated, and that procedures are established that facilitate timely relevant communication about student progress.
6. All case management staff will be employed by the Agency and will have at least a Bachelors degree in social work, counseling, education, or a related field, OR at least two (2) years experience providing case management, counseling or related direct services to at-risk individuals or sixteen to twenty-one (16-21) year old youth.

H. Awarding of Credit.

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

1. High school credit will be awarded for the Program instruction provided by the Agency in accordance WAC 392-700-137.
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. Agency documentation related to the earned credits will be provided to the student and the District that will be responsible awarding of credits.

I. Statewide Student Assessment.

1. The District will work with the Agency to ensure that all reengagement students 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.

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- 248 2. The District will include reengagement students when calculating districtwide statistics in
- 249 relation to the statewide assessments.
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251 **J. Provision of Special Education and Section 504 of the 1973 Rehabilitation Act**

252 **Accommodations and Transitional Bilingual Instructional program.**

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- 254 1. The District is responsible for the provision of special education services to any Program
- 255 student who qualifies for special education in accordance with all state and federal law and
- 256 pursuant to WAC chapter 392-172A.
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- 258 2. The District/Program will provide the same accommodations to any enrolled students under
- 259 Section 504 of the 1973 Rehabilitation Act as it provides to all students of the district.
- 260
- 261 3. The resident district is responsible for the provision of services to students who are eligible
- 262 for transitional bilingual services, and are otherwise qualified for participation in the
- 263 program. The Agency may provide these services and the additional funds claimed by the
- 264 district may be passed through to the Agency if the Agency is providing the ELL services.
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267 **K. Annual School Calendar.**

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

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- 271 1. The school year begins on September 1st and ends on August 31st.
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- 273 2. The Agency will provide the District with a calendar of school year prior to the beginning of
- 274 the Program's start date.
- 275
- 276 3. The school year calendar must meet the following criteria:
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- 278 a. The specific planned days of instruction will be identified.
- 279 b. There must be a minimum of ten (10) instructional months.
- 280
- 281 4. The number of hours of instruction must meet the following criteria:
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- 283 a. A standard instructional day may not exceed six (6) instructional hours per day even if
- 284 instruction is provided for more than six (6) hours per day.
- 285 b. A standard instructional day may not be less than two (2) hours per day.
- 286
- 287 5. The Program's total planned hours of instruction for the school year:
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- 289 a. Is the sum of the hours of instruction for all instructional months of the Program's school
- 290 year.
- 291 b. Must have a minimum of one thousand (1,000) annual planned hours of instruction.
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293 **L. Reporting of Student Enrollment.**

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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,
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. Is not being claimed by a state institution pursuant to WAC 392-122-221 on the monthly count day,
7. Whose Program enrollment is not being claimed by a college for postsecondary funding,
8. 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,
9. 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,
10. Has not exceeded the 1.0 annual average FTE (AAFTE) for the school year to include prior months' enrollment in a high school, at a state institution, and in JWG program. And,
11. After being claimed for three months, has made 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).

M. Funding and Reimbursement

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

1. Distribution of funding will be as follows:

- a. The District will retain seven (7) percent of the basic education allocation.
 - b. The Agency will receive ninety-three (93) percent of the basic education allocation.
 - c. By October 1, the District shall provide a written schedule to the Agency identifying the dates that the Agency shall submit invoices for reimbursement to the District. Invoices will correlate to the enrollment reported monthly on the P223-1418 form submitted by the Agency to the District.
 - d. 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 Agency's submittal of all required reports as defined in Section P.3.
2. The District may report and retain Special Education funding from OSPI for eligible students receiving special education services.
 3. The Program may provide transportation for students but additional funds are not generated or provided.
 4. 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.

N. Required Documentation and Reporting.

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

1. Student Documentation:

- a. The Agency shall maintain student documentation to support eligibility as specified in Section C. and enrollment as specified in Section D.
- b. The Agency shall, on behalf of the District, request school records for each student from the last school they attended.
- c. The Agency shall maintain documentation of case management, student assessment, basic skills gains, attainments of credentials, earned measure of academic progress, and award of credit.
- d. The Agency 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.
- b. The District will work with the Agency 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 Agency 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, who were dismissed by the 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.

O. District Administrative Responsibilities.

- 1. Upon Office of Superintendent of Public Instruction's (OSPI) determination that this Scope of Work contains approved standard language that delineates responsibility for all the required elements of a Reengagement Program as outlined in RCW 28A.175.100, and WAC 392-700, OSPI will assign a school code to be used by the District, the Agency, and OSPI to exclusively identify the Program. The District will use this code in its student information system and in Comprehensive Education Data and Research System (CEDARS) to identify all students enrolled in the Program.
- 2. The District will work cooperatively with the Agency to implement this Scope of Work and to ensure that quality reengagement services are provided in accordance with WAC 392-700.
- 3. The District will designate a primary contact person to work with the Agency in implementing this Scope of Work and to provide oversight and technical assistance.

P. 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 Agency 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 Agency, 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.
3. While reengagement 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.

Q. Records.

All operations of, and accounting by, either party pertaining to this Scope of Work shall be open to the inspection of either party.

R. Indemnification.

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

S. Applicable Law.

This Scope of Work is entered into pursuant to and under authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Scope of Work shall be construed to conform to those laws. In the event of any inconsistency in the terms of this Scope of Work, or between its terms and any applicable statute or rule, the consistency shall be resolved by giving precedence in the following order:

1. Applicable state and federal statutes and rules.
2. Statement of work herein.
3. Any other provisions of the Scope of Work, including materials incorporated by reference.

T. No Separate Entity Created.

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

U. Amendment and Waiver.

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

V. Entire Agreement.

This Scope of Work constitutes the entire agreement of the parties and supersedes any previous written or oral Scope of Works. Any other Scope of Work, representation, or understanding, verbal or otherwise, relating to the services of Agency and the District, or otherwise dealing in any manner with the subject matter of this Scope of Work, is hereby deemed to be null and void and of no force and effect whatsoever.

District Program Administrator (print name)

Signature

Date

Agency Program Administrator (print name)

Signature

Date

Scope of Work for 1418 Reengagement Program Approved by OSPI:

OSPI Reengagement Program Administrator

Signature

Date

OSPI Assistant Superintendent

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541
542
543
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Signature

Date

School Code assigned to this Program:

Qualification Code(s):
