

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

5
6 _____ COLLEGE
7 (hereinafter referred to as College)
8

9 AND

10
11 _____ SCHOOL DISTRICT
12 (hereinafter referred to as District)
13
14

15 **A. Purpose.**

16
17 It shall be the purpose of this Scope of Work to:

- 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 enrolled in the Open Doors [1418] Youth Reengagement
23 Program (hereinafter referred to as Program) operated by the College.
24

25 ** NOTE: The language in this Scope of Work is based on WAC and RCW as of May 2022. The College,
26 District and Program will comply with any WAC or RCW modifications.*
27

28 **B. Duration of Scope of Work.**

29
30 This Scope of Work agreement will be in effect from _____ through _____.

31 Or

32 This Scope of Work will be in effect from _____, 20____ and shall automatically renew annually
33 until either party notifies the other in writing of their intent to not renew. Notification shall occur
34 at minimum, 60 days prior to termination of the agreement.
35

36 The Office of Superintendent of Public Instruction's (OSPI) will be responsible for notifying the
37 College, District, and Program when they are required to be reapproved and of the re-approval
38 process. The College and District are responsible for notifying OSPI if they decide to
39 discontinue the Program. OSPI will examine a minimum of two years of data in the re-approval
40 process.
41
42

43 **C. Student Eligibility.**

- 44
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
49 September 1.
50
51 b. Has not yet met high school graduation requirements, and

c. Has been found to be credit deficient pursuant to WAC 392-700-035(1)(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 past 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(1)(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, tribal compact school, charter school designated personnel, or staff from community agencies which provide educational advocacy services.

2. Additionally, prior to enrollment in the Program, an eligible student 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 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 earns 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.
2. 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 FTE and will be designed to prepare students for coursework that is at the ninth (9th) grade level or higher.
 - c. 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.
3. The Program may restrict or deny enrollment into classes if a student's academic performance or conduct does not meet established guidelines.
4. The Program 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 tool will be used. All required assessments will be provided to the students free of charge.
5. The College 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 may establish a waiver/scholarship process for qualifying students.
6. Instruction will be provided through courses approved by college, identifiable by course title, course number, quarter, number of credits, and, for vocational course, the Classification of Instructional Programs (CIP) code number assigned by OSPI to the approved Career and Technical Education (CTE) course.
7. The following instruction will be offered to all students, as appropriate for their goals, skills levels, and completion of prerequisites:
 - a. Basic skills remediation courses and high school equivalency certificate preparation courses,
 - b. Courses that lead to a postsecondary degree or certificate,

- c. Coursework that will lead to a high school diploma, and
 - d. College and work readiness preparation coursework.
8. The College will ensure that all instruction will be provided by instructors who are employed or appointed by the College whose required credentials are established by the College.
 9. Instructor to student ratio for any course open to both Program students and non-Program students will be determined by the College.
 10. Instructor to student ratio for classes designed exclusively for Program students will not exceed a 1:35 ratio.

E. Case Management and Student Support.

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

1. Case management staff will be assigned to the College 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 Program 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 College or be formally assigned to the Program through a contract. Case management staff will have at least a Bachelor's degree in social work, counseling, education, or a related field, or at least two (2) years of experience providing case management, counseling or related direct services to at-risk individuals or sixteen to twenty-one (16-21) year old youth.

197 **F. Award of Credit.**

198
199 In accordance with RCW 28A.175.100, high school credit will be awarded for all College
200 coursework in which Program students are enrolled, including high school equivalency
201 certificate preparation, in accordance with the following:

- 202
- 203 1. High school credit will be awarded for Program instruction provided by the College in
204 accordance WAC 392-700-137.
 - 205
206 2. The District is responsible for reporting high school credits earned by Program students per
207 OSPI regulations. College transcripts and other student records requested by the District
208 will be provided by the College as needed to facilitate this process.
 - 209
210 3. The District will ensure that the process for awarding high school credits under this Scope of
211 Work agreement is implemented as part of the District's policy regarding award of credits
212 per WAC 180-51-050(4), (5) and (6).
- 213

214 **G. Statewide Student Assessment.**

215
216 Pursuant to WAC 392-700-152:

- 217
- 218 1. The District will work with the College to ensure that all Program students have the
219 opportunity to participate in the statewide student assessment and understand that this
220 assessment, or an approved alternative, is a high school graduation requirement for
221 students in some graduating cohorts, and is one of many ways to meet a graduation
222 pathway.
 - 223
224 2. The District will include reengagement students when calculating districtwide statistics in
225 relation to the statewide assessments.
- 226

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

- 229
- 230 1. The District will be responsible for the provision of special education services to any Program
231 student who qualifies for special education in accordance with all state and federal law and
232 pursuant to WAC chapter 392-172A.
 - 233
234 2. The District will provide the same accommodations to any enrolled students under Section
235 504 of the 1973 Rehabilitation Act as it provides to all students of the district.
 - 236
237 3. The resident district is responsible for the provision of services to students who are eligible
238 for transitional bilingual services and are otherwise qualified for participation in the program.
- 239

240 **I. Annual School Calendar.**

241
242 The following requirements will be met in relation to the school calendar:

- 243
- 244 1. The school year begins September 1 and ends August 31.
- 245

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 document
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,

- 294 8. If concurrently enrolled in a Running Start, Skills Center, or JWG program, is not exceeding
295 the full-time equivalent (FTE) limitation pursuant to WAC 392-121-136,
296
297 9. Has not exceeded the 1.0 annual average FTE (AAFTE) for the school year to include prior
298 months' enrollment in a high school and in JWG program
299
300

301 302 303 **K. Funding and Reimbursement** 304

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

- 308 1. Each eligible student that meets the requirements of Section J. can be claimed for state
309 funding using the following FTE calculation:
310
311 a. For college level classes (100 level and above), the student's FTE is determined by the
312 enrolled college credits.
313
314 i. Fifteen (15) college credits equal 1.0 FTE.
315 ii. Students enrolled in less than fifteen (15) credits will be reported as a partial FTE.
316 The FTE reported will be calculated by dividing the number of enrolled credits by
317 fifteen (15).
318 iii. Enrollment in college classes over fifteen (15) college credits is limited to 1.0 FTE.
319 iv. Enrollment in state approved vocation college level classes and taught by a certified
320 vocation instructor can be claimed for enhanced vocational funding as a vocational
321 FTE.
322
323 b. For below 100 level classes,
324 i. The student's FTE is based on the Program total planned hours of instruction.
325 Provided that the Program's annual calendar shows at least nine hundred (900) total
326 planned hours of instruction, a student enrolled in a below 100 level class, can be
327 claimed as a 1.0 FTE.
328 ii. After claiming a student's below 100 level class enrollment for three months, a
329 student must show academic progress by either earning an indicator of academic
330 progress identified in WAC 392-700-015(14) or a credential identified in WAC 392-
331 700-015(11).
332 iii. Enrollment in below 100 level classes cannot be claimed for enhanced vocational
333 funding.
334
335 2. The Program standard reimbursement rates are the statewide average annual non-
336 vocational and vocational rates as determined by OSPI pursuant WAC 392-169-095.
337
338 3. Distribution of funding will be as follows:
339
340 a. The District will retain seven (7) percent of the basic education allocation.
341
342 b. The College will receive ninety-three (93) percent of the basic education allocation.

- c. By October 1, the District shall provide a written schedule to the College identifying the dates that the College shall submit invoices for reimbursement to the District. Invoices will correlate to the enrollment reported monthly on the P223-1418 form submitted by the College 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 College's submittal of all required reports as defined in Section L.3.
- 4. The District may report and retain Special Education funding from OSPI for eligible students receiving special education services.
 - 5. The Program may provide transportation for students, but additional funds are not generated or provided.
 - 6. 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.

- 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 College will prepare and submit an annual performance report to the District no
403 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:
409
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(11).
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(15). For high school and college credit, detail the subject area.
417 iv. Total number of instructional staff assigned to the Program.

418 **M. District Administrative Responsibilities.**

419

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

433 **N. Longitudinal Performance Goals.**

434

- 435 1. Longitudinal performance data for the Program and the statewide reengagement system as
436 a whole will be reported through the Washington's P-20 (pre-school to post-secondary and
437 workforce) longitudinal data system, the Education Research and Data Center (ERDC).

- 438 2. The District will work with the College to collect and report student data requested by the
439 ERDC in order to accomplish the longitudinal follow-up of reengagement students.
440 Specifically, the following unique identifier data points will be collected, to the extent
441 possible, by the Program, reported by the College, and verified by the District, for each
442 enrolled reengagement student:
443
444 a. Full legal name.
445 b. Birth date.
446 c. State student identifier number (SSID).
447 d. Social security number.
448 e. College student identification number (SID), if applicable.
449
450 3. While Program students will be encouraged to provide the data needed for longitudinal
451 follow-up, the Program will ensure that a student's unwillingness or inability to provide the
452 requested data will not be a barrier to enrollment.
453

454 **O. Records.**

455
456 All operations of, and accounting by, either party pertaining to this Scope of Work shall be open
457 to the inspection of either party.
458

459 **P. Indemnification.**

460
461 As part of the terms of this Scope of Work, each party shall each be responsible for the
462 consequences of any act or failure to act on the part of itself, its directors, employees, and its
463 agents. Each party shall be responsible for its own negligence, and neither party shall
464 indemnify or hold the other party harmless; neither party assumes responsibility to the other
465 party for its consequences of any act or omission of any person, firm or corporation not party to
466 this Scope of Work. In the event of fiscal recapture due to inconsistencies or misinterpretation
467 of law, both parties agree to collaboratively address the issue or issues and seek a
468 collaborative solution.
469

470 **Q. Applicable Law.**

471
472 This Scope of Work is entered into pursuant to and under authority granted by the laws of the
473 state of Washington and any applicable federal laws. The provisions of this Scope of Work shall
474 be construed to conform to those laws. In the event of any inconsistency in the terms of this
475 Scope of Work, or between its terms and any applicable statute or rule, the consistency shall be
476 resolved by giving precedence in the following order:
477

- 478 1. Applicable state and federal statutes and rules.
479 2. Statement of work herein.
480 3. Any other provisions of the Scope of Work, including materials incorporated by
481 reference.
482

483 **R. No Separate Entity Created.**

484
485 No separate legal or administrative entity is intended by this Scope of Work.
486

S. 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.

T. Entire Agreement.

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

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

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): _____