

REENGAGEMENT PROGRAM CONSORTIUM AGREEMENT

Between

Educational Service District 112: Consortium Lead Agency
(hereafter referred to as Lead Agency)

And

Woodland School District: School District
(hereafter referred to as the District)

This Consortium Agreement (hereafter referred to as the Agreement) is entered between Lead Agency and the District under the authority of RCW 28A.175.100 and WAC 392-700 and by formal action taken by the respective governing boards of the parties. This Agreement will govern all parties' collaborative delivery of **ESD 112 Open Doors Reengagement Program** (hereinafter referred to as the Program) to eligible enrolled youth residing in the District or to eligible nonresident students accepted by the District.

A. Intent.

Signatories to this Agreement shall support the statewide dropout reengagement system & comply with requirements outlined in WAC 392-700.

B. Background.

1. WHEREAS, the creation of a high school drop-out reengagement system was authorized by the State of Washington (ESHB1418).
2. WHEREAS, the Lead Agency and the District are committed to the education of every youth residing within their boundaries;
3. WHEREAS, in every school district there are older youth who have become disengaged with the traditional education program are not likely to become reengaged in their education by the prospect of reenrollment in a traditional or even an alternative high school;
4. WHEREAS, the primary measure of success for students enrolled in the District is graduation and the attainment of a diploma;
5. WHEREAS, the primary goal of students enrolled in the reengagement system is the acquisition of a meaningful credential and career skills, but not necessarily a high school diploma;
6. WHEREAS, the District has chosen to focus their staff efforts on helping students achieve their primary goal but also are committed to providing appropriate reengagement services to students who have dropped out of high school or are likely to do so and are unlikely to seek a high school diploma;
7. WHEREAS, the Lead Agency has historically provided cooperative services to local school districts, colleges, other public entities, and community based organizations;
8. WHEREAS, the Consortium consists of Lead Agency, Member Districts (including the District), and other regional partners (colleges, other public entities, and community based organizations), who collectively are known as Consortium Members and are listed in Attachment A;

9. WHEREAS the District will cooperate to identify or develop reengagement programs that will effectively serve eligible reengagement students residing in the District;
10. NOW THEREFORE, the District is authorizing the Lead Agency to:
 - a) Select, contract for, and oversee all aspects of operation of the Program in accordance with all requirements of WAC 392-700; AND
 - b) Facilitate enrollment, documentation, record-keeping, and reporting of student enrollments and required performance on behalf of the District, according to the terms and conditions contained herein.

C. Duration of the Agreement.

This Agreement will be in effect from September 1, 2016 through August 31, 2018

D. Relationship of District and Lead Agency.

1. The students served by this Consortium agreement remain residents of the District, enrolled in the District, and the responsibility of the District.
2. The Lead Agency agrees to deliver to the eligible students of the District the Program educational services, with the exception of special education services. Such services may be provided through contracts and interlocal agreements with qualified Program providers.
3. Lead Agency will be responsible for overseeing the administrative work necessary to enroll eligible students, document student performance outcomes, and to ensure the delivery of quality education to reengagement students.

E. District Responsibilities.

The District will:

1. Work with other Consortium Members to assist in the development of the Program that is accessible to eligible students and help convene community partners to assist in this process.
2. Partner with Lead Agency to provide Program information and training to District staff available to District students through this Agreement.
3. Assess a student's eligibility to enroll in the Program pursuant to WAC 392-700-035.
4. Refer eligible students as appropriate to the Lead Agency for enrollment in the Program.
5. Withdraw students from the District high school as needed in order for them to enroll in the Program. The student will remain enrolled in the District.
6. Claim student enrollment pursuant WAC 392-700-160 on the monthly P223-1418.
7. Receive Basic Education Allocation (BEA) funding monthly from the Office of the Superintendent of Public Instruction (OSPI) pursuant WAC 392-700-165.

8. Review and retain the documentation provided by the Lead Agency to support the student enrollment reported and the student performance outcomes pursuant to WAC 392-700-175.
9. Facilitate and oversee all required data entry in their student information systems by Lead Agency outlined in WAC 392-700-175 and ensure that the Program student data is transferred into CEDARS.
10. Award high school credit for reengagement coursework in accordance with WAC 392-700-137.
11. Work with Lead Agency to provide special education services for eligible students and allow eligible students to waive special education, if appropriate and requested.
 - a) The District retains ultimate authority for the provision of special education.
 - b) The District reports the special education enrollment on the monthly P223-H.
 - c) The District retains the special education funding.
12. Work with Lead Agency to facilitate student participation in the statewide student assessment.

F. Lead Agency Responsibilities.

The Lead Agency will:

1. Ensure that all Program service and related administrative requirements are met and all necessary documentation is maintained by contracted reengagement providers (if any).
2. Partner with the Member Districts and enlist other community partners as Consortium Members to assist in the identification of regional reengagement programs that are accessible to students from multiple districts within the Consortium.
3. Partner with the Member Districts to provide information and training to District staff about reengagement programs available to District students through this Consortium Agreement and about the implementation details and procedures of these programs.
4. Utilize the OSPI approved model contract or interlocal agreement to contract with community based organizations, community or technical colleges, or other public entities to operate reengagement programs in accordance with WAC 392-700.
5. Oversee the implementation of all reengagement contracts and interlocal agreements to ensure the provision of quality reengagement programming that meets the reengagement performance outcomes identified in WAC 392-700.
6. With the cooperation of Member Districts, provide training to Program providers in relation to eligibility and enrollment requirements, award of credit, performance measures, reporting enrollment, student information system data reporting, and required documentation retention.
7. Provides consultation and assistance to Member Districts and Program providers in the provision of special education, if requested.
8. Works with the Program providers to prepare and submit required monthly and end of the year performance reporting and invoicing to the Member districts.
9. Work with Member Districts and Program providers to resolve any issues and questions.

G. Funding and Reimbursement.

1. The Program will receive state basic education apportionment funding through OSPI, according to the following procedures:
 - a) The Program standard reimbursement rates are the statewide average annual non-vocational and vocational rates as determined by OSPI pursuant WAC 392-169-095.
 - b) The Lead Agency will ensure that Program provides the District with the accurate monthly student enrollment count to meet OSPI's monthly deadline.
 - c) The District shall report the student enrollment to OSPI on the P223-1418.
2. The District may report and retain Special Education funding from OSPI for eligible students receiving special education services.
3. Distribution of basic education allocation will be as follows:
 - a) The District will retain five (5) percent of the basic education allocation.
 - b) The Lead Agency will receive ninety-five (95) percent of the basic education allocation.
 - c) The Lead Agency will also serve as the program provider.

Consortium Lead Agency:

Lead Agency Superintendent

Signature

Date

School District:

Superintendent

Signature

Date

Approved by OSPI:

OSPI Reengagement Program Administrator

Signature

Date

1 **Scope of Work to be included for CONTRACT**

2
3 **Educational Service District 112**
4 (hereinafter referred to as Agency)

5
6 AND

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8 **Woodland School District: SCHOOL DISTRICT**
9 (hereinafter referred to as District)

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12 **A. Purpose.**

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

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16 1. Support the statewide dropout reengagement system as defined in RCW 28A.175.100 and
17 WAC 392-700.
18 2. Comply with requirements outlined in WAC 392-700 and provide regular and vocational
19 education opportunities for eligible students who are working toward course credits which
20 can be converted to high school credits through **ESD 112 Open Doors Reengagement**
21 **Program** (hereinafter referred to as Program) operated by the Agency.
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23 **B. Duration of Scope of Work.**

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25 **This agreement will be in effect from September 1, 2016 through August 31, 2018.**
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28 **C. Eligibility.**

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30 1. Youth are eligible for reengagement programming when they meet the following criteria:
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32 a) Under twenty-one (21) years of age, but at least sixteen (16) years of age, as of as of
33 September 1, AND
34 b) Have not yet met high school graduation requirements, AND
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36 i. Students who, based on their original expected graduation date, have participated or
37 could have participated in up to two (2) full years of high school must have an earned
38 to attempted credit ratio that is sixty-five (65) percent or less. (Earned credits divided
39 by attempted credits \leq sixty-five (65) percent), OR
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41 ii. Students who, based on their original expected graduation date, have participated or
42 could have participated in more than two (2) full years of high school must have an
43 earned to attempted credit ratio that is seventy-five (75) percent or less. (Earned
44 credits divided by attempted credits \leq seventy-five (75) percent),
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46 OR

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48 c) If not credit deficient as outlined in Section C.1.b., have been recommended for
49 enrollment by case managers from the Department of Social and Health Services
50 (DSHS), the juvenile justice system, district approved school personnel, or staff from
51 community agencies which provide educational advocacy services.

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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 district of residence, if necessary, in order to be enrolled in the 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.

69 **D. Enrollment.**

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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.

79 **E. Instruction.**

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81 The Agency will be responsible for the provision and oversight of all instruction under this
82 Scope of Work in accordance with the following:

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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) Agency readiness and work readiness preparation coursework.
 2. Instruction for reengagement students may include:
 - a) Competency-based vocational training.
 - b) Agency preparation math or writing instruction.
 - c) Subject specific high school credit recovery instruction.
 - d) English as a second language instruction.
 - 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.

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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 and will have prior experience in working with at-risk youth and/or in providing individualized instruction.

145 **F. Instructional Staff to Student Ratio.**
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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)

149 teaching hours for planning, curriculum development, record-keeping, and required
150 coordination of services with case management staff.

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- 152 2. The Agency will assign instructional staff as needed to maintain an instructional staff FTE to
153 student ratio that does not exceed 1:25.
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 - 155 3. If the noninstructional staff are part of the calculated instructional staff FTE to student ratio,
156 the following conditions must be met:
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 - 158 a) Noninstructional staff may not be a replacement for the instructional staff and must work
159 under the guidance and direct supervision of the instructional staff.
 - 160 b) The ratio of total instructional and noninstructional staff FTE to students may not exceed
161 1:50.
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 - 163 4. Only staff time that is dedicated to providing instruction to reengagement students will be
164 included in the calculation of a Program's instructional staff FTE to student ratio.
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166 **G. Case Management and Student Support.**

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

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

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H. 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.

I. Statewide Student Assessment.

1. The District will work with the Agency to ensure that all reengagement 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.
2. The District will include reengagement students when calculating districtwide statistics in relation to the statewide assessments.

J. Provision of Special Education.

1. The District will be responsible for the provision of special education services to any enrolled reengagement student who qualifies for special education in accordance with all state and federal law.
2. The District may delegate the following responsibilities to the Agency:
 - a) Request of student special education records.
 - b) Determination of whether the student or the student’s parents wish to request a waiver of special education services.

K. Provision of Section 504 Accommodation Plan.

The Agency will provide the same accommodations to reengagement students under Section 504 of the 1973 Rehabilitation Act as it provides to all students of the Agency.

L. Award 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:

- 247 1. High school credit will be awarded for the Program instruction provided by the Agency in
248 accordance WAC 392-700-137.
249 2. The District will ensure that the process for awarding high school credits as described
250 above is implemented as part of the District's policy regarding award of credits per WAC
251 180-51-050(5) and (6).
252 3. Agency documentation related to the earned credits will be provided to the student and the
253 District that will be responsible awarding of credits.
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255 **M. Annual School Calendar.**

256 The following requirements will be met in relation to the school calendar:
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- 259 1. The school year begins in September and ends in August.
 - 260 2. The Program will provide the District a calendar of school year prior to the beginning of the
261 Program's start date.
 - 262 3. The school year calendar must meet the following criteria:
263
 - 264 a) The specific planned days of instruction will be identified.
 - 265 b) There must be a minimum of ten (10) instructional months.
 - 266 4. The number of hours of instruction must meet the following criteria:
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 - 268 a) A standard instructional day may not exceed six (6) instructional hours per day even if
269 instruction is provided for more than six (6) hours per day.
 - 270 b) A standard instructional day may not be less than two (2) hours per day.
 - 271 5. The Agency's total planned hours of instruction is the sum of the hours of instruction for all
272 instructional months of the Program's school year.
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276 **N. Reporting of Student Enrollment.**

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- 278 1. The following requirements must be met when reporting student enrollment for state
279 funding:
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 - 281 a) Met the eligibility criteria as specified in Section C.
 - 282 b) Met the enrollment criteria as specified in Section D.
 - 283 c) Met the minimum attendance standard by attending at least one instructional day on or
284 during the month prior to the monthly count day.
 - 285 d) Attained satisfactory progress during any three month period that a student is reported
286 as 1.0 FTE pursuant WAC 392-700-160(2). Satisfactory progress is defined as the
287 documented attainment of:
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 - 289 i. One credential identified in WAC 392-700-015(9); AND/OR
 - 290 ii. One measure of academic progress identified in WAC 392-700-015(16).
 - 291 e) Has not withdrawn or been dropped prior to the monthly count day.
 - 292 f) If concurrently enrolled in any other program for which basic education is received (i.e.,
293 common high school, running start, alternative learning education, or skills center), does
294 not exceed the FTE limitation pursuant WAC 392-121-136.
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- 296 g) Is not enrolled in course work that has been reported by a college for postsecondary
297 funding.
298 h) Has not exceeded 1.0 AAFTE for the current school year as defined in WAC 392-700-
299 015(2) and been counted for more than ten (10) months as a 1.0 FTE.
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301 2. Enrollment will be reported on a monthly basis in accordance with the following:
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- 303 a) Enrollment is based on the number of students enrolled on the monthly count day as
304 defined in WAC 392-121-119.
305 b) The Agency shall submit monthly P223-1418 to the District by the fifth (5th) business day
306 of each month.
307 c) If the Program's hours of planned instruction for the school year as specified Section
308 M.5. equals or exceeds nine hundred (900) hours:
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310 i. The Program will be considered a full-time program.
311 ii. Each enrolled student will be reported as a 1.0 FTE on the monthly P223-1418 form
312 count day provided the criteria outlined in Section N.1.a. applies.
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314 d) If the Program's hours of planned instruction for the school year total less than nine
315 hundred (900) hours as specified in Section M.5.:
316
317 i. The Program will be considered a part-time program.
318 ii. The part-time FTE will be calculated by dividing the total hours of planned instruction
319 by nine hundred (900).
320 iii. Each enrolled student will be reported as a part-time FTE on the monthly P223-1418
321 form provided the criteria outlined in Section N.1.a. applies.
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323 **O. Funding and Reimbursement.**
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325 The District and the Agency will receive state basic education apportionment funding through
326 OSPI, according to the procedures set forth below:
327

- 328 1. Each student eligible for state funding as specified in Section N. will be reported as a full or
329 part-time FTE on each monthly count day.
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331 2. The Program standard reimbursement rates are the statewide average annual non-
332 vocational and vocational rates as determined by OSPI pursuant WAC 392-169-095.
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334 3. Distribution of funding will be as follows:
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336 a) The District will retain five (5) percent of the basic education allocation.
337 b) The Agency will receive ninety-five (95) percent of the basic education allocation.
338 c) By October 1, the District shall provide a written schedule to the Agency identifying the
339 dates that the Agency shall submit invoices for reimbursement to the District. Invoices
340 will correlate to the enrollment reported monthly on the P223-1418 form submitted by
341 the Agency to the District.
342 d) The District shall remit payment within thirty (30) days of the receipt of an invoice,
343 except for the final payment for the year which will be made by October 31. Payment

344 will be contingent upon the Agency's submittal of all required reports as defined in
345 Section P.3.
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- 347 4. The District may report and retain Special Education funding from OSPI for eligible students
348 receiving special education services.
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- 350 5. The Program may provide transportation for students but additional funds are not generated
351 or provided.
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- 353 6. Reengagement students enrolled in a state-approved K-12 transitional bilingual instructional
354 program pursuant to WAC 392-160 can be claimed by the District for bilingual enhanced
355 funding.
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- 357 7. In the event that the Program closes prior to the end of the school year, the following will
358 occur:
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- 360 a) If the planned total hours of instructions are not provided, the Agency may make up the
361 hours provided the replacement hours occur during the school year.
 - 362 b) At the end of the school year, prior to the final monthly count day, the Agency will report
363 to the District the actual total hours of instruction provided.
 - 364 c) If the Program is a full-time program and total hours of instruction provided is less than
365 nine hundred (900) hours of instruction, the amount of basic education funding received
366 by the District will be adjusted retroactively on a proportional basis and will be reflected
367 on the final enrollment count.
 - 368 d) If the Program is a part-time program and total hours of instruction provided is less than
369 the total planned hours of instruction, the amount of basic education funding received by
370 the District will be adjusted retroactively on a proportional basis and will be reflected on
371 the final enrollment count.
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373 **P. Required Documentation and Reporting.**
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375 1. Student Documentation:
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- 377 a) The Agency shall maintain student documentation to support eligibility as specified in
378 Section C. and enrollment as specified in Section D.
- 379 b) The Agency shall, on behalf of the District, request school records for each student from
380 the last school they attended.
- 381 c) The Agency shall maintain documentation of case management, student assessment,
382 basic skills gains, attainments of credentials, earned measure of academic progress,
383 and award of credit.
- 384 d) The Agency will comply with all state and federal laws related to the privacy, sharing,
385 and retention of student records.
- 386 e) Access to all student records will be provided in accordance with the Family Educational
387 Rights and Privacy Act (FERPA).
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389 2. Reporting of Student Data:
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- 391 a) The District will ensure that all required Program student information is reported in the
392 student information system; and in CEDARS in accordance with OSPI's standard
393 procedures.
394 b) The District will work with the Agency to determine whether District or the Program staff
395 will be responsible for performing required data entry following OSPI's standard
396 procedures for all Reengagement Programs.
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398 i. If the Program is responsible for data entry, the District will provide access to the
399 student information system, as well as, training and technical assistance.
400 ii. If the District is responsible for data entry, the District will define the data elements
401 the Program must provide for each student, as well as, the format and required
402 reporting dates for the submission of data.
403

404 3. Annual Reporting:
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- 406 a) The Agency will prepare and submit an annual performance report to the District no later
407 than September 1st.
408 b) The District will review and submit the annual performance report to OSPI no later than
409 September 30th.
410 c) The annual report will include the following:
411
412 i. Total number of students enrolled, dismissed, and withdrawn.
413 ii. Total AAFTE reported for the school year.
414 iii. Total number of instructional staff FTE.
415 iv. Types and total measures of academic progress completed per
416 AAFTE.
417 v. Types and total credentials earned per AAFTE.
418 vi. Total high school credits earned and high school credits per AAFTE.
419 vii. Total college credits earned and college credits earned per AAFTE.
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421 **Q. Longitudinal Performance Goals.**
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- 423 1. Longitudinal performance data for the Program and the statewide reengagement system as
424 a whole will be reported through the Washington's P-20 (pre-school to post-secondary and
425 workforce) longitudinal data system, the Education Research and Data Center (ERDC).
426
427 2. The District will work with the Agency to collect and report student data requested by the
428 ERDC in order to accomplish the longitudinal follow-up of reengagement students.
429 Specifically, the following unique identifier data points will be collected, to the extent
430 possible, by the Program, reported by the Agency, and verified by the District, for each
431 enrolled reengagement student:
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433 a) Full legal name.
434 b) Birth date.
435 c) State student identifier number (SSID).
436 d) Social security number.
437 e) College student identification number (SID), if applicable.
438

- 439 3. While reengagement students will be encouraged to provide the data needed for
440 longitudinal follow-up, the Program will ensure that a student's unwillingness or inability to
441 provide the requested data will not be a barrier to enrollment.
442

443 **R. Records.**
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445 All operations of, and accounting by, either party pertaining to this Scope of Work shall be open
446 to the inspection of either party.
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448 **S. Indemnification.**
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450 As part of the terms of this Scope of Work, each party shall each be responsible for the
451 consequences of any act or failure to act on the part of itself, its directors, employees, and its
452 agents. Each party shall be responsible for its own negligence, and neither party shall
453 indemnify or hold the other party harmless; neither party assumes responsibility to the other
454 party for its consequences of any act or omission of any person, firm or corporation not party to
455 this Scope of Work. In the event of fiscal recapture due to inconsistencies or misinterpretation
456 of law, both parties agree to collaboratively address the issue or issues and seek a
457 collaborative solution.
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459 **T. Applicable Law.**
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461 This Scope of Work is entered into pursuant to and under authority granted by the laws of the
462 state of Washington and any applicable federal laws. The provisions of this Scope of Work shall
463 be construed to conform to those laws. In the event of any inconsistency in the terms of this
464 Scope of Work, or between its terms and any applicable statute or rule, the consistency shall be
465 resolved by giving precedence in the following order:
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- 467 1. Applicable state and federal statutes and rules.
- 468 2. Statement of work herein.
- 469 3. Any other provisions of the Scope of Work, including materials incorporated by
470 reference.
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472 **U. No Separate Entity Created.**
473

474 No separate legal or administrative entity is intended by this Scope of Work.
475

476 **V. Amendment and Waiver.**
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478 This approved Scope of Work may be waived, changed, modified, or amended only in
479 writing by authorized individuals of both parties. If any provision of the Scope of Work shall
480 be deemed in conflict with any statute or rule of law, such provision shall be modified to be
481 in conformance with said statute or rule of law.
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W. 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

Signature

Date

School Code assigned to this Program: _____