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LETTER OF INTENT related to the operation of

Educational Service District 112 **OPEN DOORS [1418] YOUTH REENGAGEMENT PROGRAM**

operated by

Woodland SCHOOL DISTRICT

This document is a commitment by the Woodland District (hereafter referred to as District) to operate ESD 112 Reengagement Program Open Doors [1418] Youth Reengagement Program (hereafter referred to as Program) under the authority of RCW 28A.175.100 and WAC 392-700, upon approval from the Office of the Superintendent of Public Instruction (OSPI).

The district's Program will offer the following pathway type(s) to students, as indicated by the checked box(es):

- G.E.D.
- High School Diploma
- College
- Career

A. Purpose.

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

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

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

B. Duration of Letter of Intent.

This Letter of Intent will be in effect from September 1, 2022. OSPI will be responsible for notifying the program when they are required to be reapproved and of the re-approval process. The program is responsible for notifying OSPI if they decide to discontinue the program. OSPI will examine a minimum of two years of data in the re-approval process.

C. Student Eligibility

1. Pursuant to WAC 392-700-035, youth are eligible for enrolling in an Open Doors [1418] youth reengagement program when they meet the following criteria:
 - a. Under twenty-one (21) years of age, but at least sixteen (16) years of age, as of September 1,
 - b. Has not yet met high school graduation requirements, and
 - c. Has been found to be credit deficient pursuant to WAC 392-700-035(c):

- 50 (c) At the time the student enrolls, is significantly behind in credits based on the student's
 51 cohort graduation date. The cohort graduation date is established as the end of the fourth
 52 school year after a student first enrolls in the ninth grade.
 53 (i) A student who is more than twenty-four months from their cohort graduation date and has
 54 earned less than sixty-five percent of the high school credits expected to be earned by their
 55 cohort or has a ratio of earned credits to attempted credits that is less than sixty-five
 56 percent. A cohort is the group of students that enter the ninth grade in the same school year;
 57 (ii) A student who is between twelve and twenty-four months from their cohort graduation
 58 date and has earned less than seventy percent of the high school credits expected to be
 59 earned by their cohort or has a ratio of earned credits to attempted credits that is less than
 60 seventy percent;
 61 (iii) A student who is less than twelve months from their cohort graduation date or who has
 62 passed their cohort graduation date by less than twelve months and has earned less than
 63 seventy-five percent of the high school credits expected to be earned by their cohort or has
 64 a ratio of earned credits to attempted credits that is less than seventy-five percent;
 65 (iv) A student who is past their cohort graduation date by twelve months or more and has
 66 not met their district, tribal compact school, or charter school graduation requirements; or
 67 (v) A student who has never attended the ninth grade and has earned zero high school
 68 credits.
 69
 70 d. If determined not to be credit deficient as outlined in WAC 392-700-035(c), has been
 71 recommended for enrollment by case managers from the Department of Social and
 72 Health Services (DSHS), the juvenile justice system, district approved school
 73 personnel, or staff from community agencies which provide educational advocacy
 74 services.

- 75
 76 2. Additionally, prior to enrollment in the Program, an eligible student must:
 77
 78 a. Have been withdrawn from their last high school, and
 79 b. Have been released from their resident district and accepted by the District, if the District
 80 is not the student's resident district.
 81
 82 3. Once determined eligible for the Program, a student will retain eligibility, regardless of
 83 breaks in enrollment, until the student does one of the following:
 84
 85 a. Earns a high school diploma. NOTE: A student who earns a high school equivalency
 86 certificate retains their eligibility and may continue to participate in the Program,
 87 b. Earns an Associate Degree, or
 88 c. Becomes ineligible because has turned age twenty-one (21) on or before September 1
 89 of a new school year.

90
 91 **D. Instruction.**

92
 93 The District will be responsible for the provision and oversight of all instruction under this Letter
 94 of Intent pursuant to WAC 392-700-065 which includes the following:

- 95
 96 1. Instruction for Program students must include:
 97
 98 a. Academic skills instruction and high school equivalency certificate preparation
 99 coursework with curriculum, and instruction appropriate to each student's skills levels
 100 and academic goals.

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

- 151
152 9. Instruction will be scheduled so that all enrolled students have the opportunity to attend and
153 work with instructional staff during all the hours of the Program's standard instructional day.
154
155 10. All instructional staff will be assigned by the District and will have prior experience in
156 working with at-risk youth and/or in providing individualized instruction.
157
158 11. The scheduled teaching hours of an instructional staff will equal or exceed the hours of the
159 Program's standard instructional day plus one (1) additional hour per every five (5) teaching
160 hours for planning, curriculum development, record-keeping, and required coordination of
161 services with case management staff.
162
163 12. For any one instructional session, the Program will assign instructional staff as needed to
164 maintain an instructional staff to student ratio that does not exceed 1:25.
165
166 13. If the noninstructional staff are part of the calculated instructional staff to student ratio, the
167 following conditions must be met:
168
169 a. Noninstructional staff may not be a replacement for the instructional staff and must work
170 under the guidance and direct supervision of the instructional staff.
171 b. The ratio of total instructional and noninstructional staff to students may not exceed
172 2:50.
173

174 **E. Case Management and Student Support.**

175
176 The Program will be responsible for the provision of case management services to enrolled
177 students pursuant to WAC 392-700-085 which include the following:
178

- 179 1. Case management staff will be assigned to the Program to provide accessible, consistent
180 support to students as well as, academic advising, career guidance information,
181 employment assistance or referrals, and referrals to DSHS.
182
183 2. The Program will maintain a case management staff to student ratio not to exceed 1:75
184 (one case manager to seventy-five (75) enrolled students) on a full-time continuous basis
185 throughout the school year.
186
187 3. Only the percent of each staff member's time that is allocated to fulfilling case management
188 responsibilities will be included in the calculation of a Program's case management staff to
189 student ratio.
190
191 4. Even though the provision of case management services will require case management
192 staff to work in the community to meet client needs, case management staff will be primarily
193 based at the Program's instructional site(s).
194
195 5. The Program will ensure that case management services and instruction are integrated and
196 coordinated, and that procedures are established that facilitate timely relevant
197 communication about student progress.
198
199 6. All case management staff will be employed by the Program and will have at least a
200 Bachelor's degree in social work, counseling, education, or a related field, or at least two (2)

201 years of experience providing case management, counseling or related direct services to at-
202 risk individuals or sixteen to twenty-one (16–21) year old youth.

203
204 **F. Awarding of Credit.**
205

206 In accordance with WAC 392-700-137, awarding of credit will include the following:
207

- 208 1. High school credit will be awarded for all coursework at or above the 9th grade level in which
209 students are enrolled, including high school equivalency certificate preparation.
210
- 211 2. The District will ensure that the process for awarding high school credits is implemented as
212 part of the District's policy regarding award of credits per WAC 180-51-050(5) and (6).
213
- 214 3. Program documentation related to the earned credits will be provided to the student and the
215 District that will be responsible for awarding of credits.
216

217
218 **G. Statewide Student Assessment.**
219

220 Pursuant to WAC 392-700-152:
221

- 222 1. The District will ensure that all Program students have the opportunity to participate in the
223 statewide student assessment and understand that this assessment, or an approved
224 alternative, is a high school graduation requirement for students in some graduating
225 cohorts, and is one of many ways to meet a graduation pathway for the class of 2020
226 onward.
227
- 228 2. The District will include Program students when calculating districtwide statistics in relation
229 to the statewide assessments.
230

231 **H. Provision of Special Education and Section 504 of the 1973 Rehabilitation Act**
232 **Accommodations, and Transitional Bilingual Instructional program.**
233

- 234 1. The District will be responsible for the provision of special education services to any
235 Program student who qualifies for special education in accordance with all state and federal
236 law and pursuant to WAC chapter 392-172A.
237
- 238 2. The District will provide the same accommodations to any enrolled students under Section
239 504 of the 1973 Rehabilitation Act as it provides to all students of the district.
240
- 241 3. The resident district is responsible for the provision of services to students who are eligible
242 for transitional bilingual services, and are otherwise qualified for participation in the
243 program.
244

245 **I. Annual Reporting Calendar.**
246

247 The following requirements will be met in relation to the school calendar:
248

- 249 1. The school year begins on September 1st and ends on August 31st.
250

- 251 2. The Program will provide the District a calendar of school year prior to the beginning of the
- 252 Program's start date.
- 253
- 254 3. The school year calendar must meet the following criteria:
- 255
- 256 a. The specific planned days of instruction will be identified, and
- 257 b. There must be a minimum of ten (10) continuous instructional months.
- 258
- 259 4. The number of hours of instruction must meet the following criteria:
- 260 a. A standard instructional day may not exceed six (6) instructional hours per day even if
- 261 instruction is provided for more than six (6) hours per day.
- 262 b. A standard instructional day may not be less than two (2) hours per day.
- 263
- 264 5. The Program's total planned hours of instruction for the school year:
- 265
- 266 a. Is the sum of the hours of instruction for all instructional months of the Program's school
- 267 year.
- 268 b. Must have a minimum of one thousand (1000) annual planned hours of instruction.
- 269

270

J. Reporting of Student Enrollment.

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272 Programs will report to the District their Program enrollment using the Form P223-1418 each

273 month on the monthly count day. Count day is defined in WAC 392-121-119. The Program will

274 certify by signing the Form P223-1418 the accuracy of the enrollment reported. The Form

275 P223-1418 is due to the District by the fifth (5th) business day of the month.

276

277 In accordance with WAC 392-700-160, the following criteria must be met for each student

278 claimed by the Program for state funding on each monthly count day:

279

- 280 1. Meets all eligibility criteria pursuant to WAC 392-700-035 or Section C of this Letter of
- 281 Intent,
- 282
- 283 2. Is enrolled in a Program, as well as, the District,
- 284
- 285 3. Meets the attendance period requirement pursuant to WAC 392-700-015(3),
- 286
- 287 4. Meets the weekly status check requirement pursuant to WAC 392-700-015(23),
- 288
- 289 5. Has not withdrawn or been dropped from the Program prior to the monthly count day,
- 290
- 291 6. Is not being claimed by a state institution pursuant to WAC 392-122-221 on the monthly
- 292 count day,
- 293
- 294 7. Whose Program enrollment is not being claimed by a college for postsecondary funding,
- 295
- 296 8. Is not currently enrolled in a high school program, including Alternative Learning
- 297 Experience, College in the High School or another reengagement program excluding Jobs
- 298 for Washington's Graduate (JWG) program,
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- 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, or in a 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).

K. Funding and Reimbursement.

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

- 1. Each eligible student that meets the requirements of Section J and is enrolled in a below 100 level class will be reported as a full 1.0 FTE on each monthly count day.
- 2. The Program standard reimbursement rate is the statewide average annual non-vocational as determined by OSPI pursuant to WAC 392-169-095.
- 3. The District will retain one hundred (100) percent of the basic education allocation.
- 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.

L. 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 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.

351 e. Access to all student records will be provided in accordance with the Family Educational
352 Rights and Privacy Act (FERPA).

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2. Monthly Student Reporting:

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3. Annual Reporting:

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M. Longitudinal Performance Goals.

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

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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

401 e. College student identification number (SID), if applicable.
402

- 403 3. While Program students will be encouraged to provide the data needed for longitudinal
404 follow-up, the Program will ensure that a student's unwillingness or inability to provide the
405 requested data will not be a barrier to enrollment.
406

407
408 **N. Records.**
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410 All operations of, and accounting pertaining to this Letter of Intent shall be open to the
411 inspection of OSPI.
412

413 **O. Applicable Law.**
414

415 This Letter of Intent is entered into pursuant to and under authority granted by the laws of
416 the State of Washington and any applicable federal laws. The provisions of this Letter of
417 Intent shall be construed to conform to those laws. In the event of any inconsistency in the
418 terms of this Letter of Intent, or between its terms and any applicable statute or rule, the
419 consistency shall be resolved by giving precedence in the following order:
420

- 421 1. Applicable state and federal statutes and rules.
422 2. Statement of work herein.
423 3. Any other provisions of the Letter of Intent, including materials incorporated by reference.
424

425 **P. No Separate Entity Created.**
426

427 No separate legal or administrative entity is intended by this document.
428

429 **Q. Amendment and Waiver.**
430

431 This approved Letter of Intent may be waived, changed, modified, or amended only by written
432 agreement executed by both the District and OSPI. If any provision of the Letter of Intent shall
433 be deemed in conflict with any statute or rule of law, such provision shall be modified to be in
434 conformance with said statute or rule of law.
435

436 **R. Entire Agreement.**
437

438 This Letter of Intent constitutes the entire agreement of the District and OSPI, and supersedes
439 any previous written or oral agreements. Any other agreement, representation, or
440 understanding, verbal or otherwise, relating to the services of District or otherwise dealing in
441 any manner with the subject matter of this Letter of Intent, is hereby deemed to be null and void
442 and of no force and effect whatsoever.
443

444 _____
445 Letter of Intent for Open Doors [1418] Youth Reengagement Program
446

447 _____
448 District Superintendent
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451 _____
452 Signature _____ Date _____
453 _____
454 _____

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458 Approved by OSPI:

459 _____
460 _____
461 _____
462 OSPI Open Doors [1418] Program Administrator

463 _____
464 _____
465 _____
466 Signature _____ Date _____

467 _____
468 _____
469 _____
470 _____
471 OSPI Assistant Superintendent

472 _____
473 _____
474 _____
475 Signature _____ Date _____

476
477
478 *Qualification Codes (assigned by OSPI Program Administrator):*
479 G.E.D. _____
480 HS Diploma _____
481 College _____
482 Career _____
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- 50 b. Has not yet met high school graduation requirements,
51 c. Has been found to be credit deficient pursuant to WAC 392-700-035(c)
52 :
53 (i) At the time the student enrolls, is significantly behind in credits based on the student's
54 cohort graduation date. The cohort graduation date is established as the end of the
55 fourth school year after a student first enrolls in the ninth grade.
56 (ii) A student who is more than twenty-four (24) months from their cohort graduation date
57 and has earned less than sixty-five (65) percent of the high school credits expected to be
58 earned by their cohort or has a ratio of earned credits to attempted credits that is less
59 than sixty-five (65) percent. A cohort is the group of students that enter the ninth grade in
60 the same school year;
61 (iii) A student who is between twelve (12) and twenty-four (24) months from their cohort
62 graduation date and has earned less than seventy (70) percent of the high school credits
63 expected to be earned by their cohort or has a ratio of earned credits to attempted
64 credits that is less than seventy (70) percent;
65 (iv) A student who is less than twelve (12) months from their cohort graduation date or
66 who has passed their cohort graduation date by less than twelve (12) months and has
67 earned less than seventy-five (75) percent of the high school credits expected to be
68 earned by their cohort or has a ratio of earned credits to attempted credits that is less
69 than seventy-five (75) percent;
70 (v) A student who is past their cohort graduation date by twelve (12) months or more and
71 has not met their district, tribal compact school, or charter school graduation
72 requirements; or
73 (vi) A student who has never attended the ninth grade and has earned zero high school
74 credits.
75
76 d. If determined not to be credit deficient as outlined in WAC 392-700-035(c), has been
77 recommended for enrollment by case managers from the Department of Social and
78 Health Services (DSHS), the juvenile justice system, district approved school personnel,
79 or staff from community agencies which provide educational advocacy services.
80
81 2. Additionally, prior to enrollment in the Program, all students must:
82
83 a. Have been withdrawn from their last high school, AND
84 b. Have been released from their resident district and accepted by the District, if the District
85 is not the student's resident district.
86
87 3. Once determined eligible for reengagement programming, a student will retain eligibility,
88 regardless of breaks in enrollment, until the student does one of the following:
89
90 a. Earns a high school diploma. NOTE: Students who earn their General Educational
91 Development (GED) retain their eligibility and may continue to participate in the
92 Program.
93 b. Earns an Associate Degree.
94 c. Becomes ineligible because has turned age twenty-one (21) on or before September 1
95 of a new school year.
96

97 **D. Enrollment.**
98

- 99 1. A student will be considered enrolled when the student has:

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- 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 Consortium LEA 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.

- 149 c. Procedures and standards for determining attainment of learning outcomes.
150 d. Policy for grading and award of credit.
151
152 6. The Program may restrict or deny access into specific program elements if a student's
153 academic performance or conduct does not meet established guidelines.
154
155 7. The Consortium LEA will administer standardized tests within one (1) month of enrollment
156 or secure test results from no more than six (6) months prior to enrollment in order to
157 determine a student's initial math and reading level upon entering the Program. A
158 commonly accepted standardized academic skills assessment tool will be used. All required
159 assessments will be provided to the students free of charge.
160
161 8. The Consortium LEA will provide instruction, tuition, and required academic skills
162 assessments at no cost to the students but may collect mandatory fees as established by
163 the Program.
164
165 a. Consumable supplies, textbooks, and other materials that are retained by the student do
166 not constitute tuition or a fee.
167 b. The Program will establish a waiver/scholarship process for qualifying students.
168
169 9. Instruction will be scheduled so that all enrolled students have the opportunity to attend and
170 work with instructional staff during all the hours of the Program's standard instructional day.
171
172 10. All instructional staff will be assigned by the Consortium LEA but must meet the certification
173 criteria set forth for instruction in Washington state (or if instruction is provided from a
174 college, meet the college hiring criteria) and will have prior experience in working with at-
175 risk youth and/or in providing individualized instruction.
176

177 **F. Instructional Staff to Student Ratio.**
178

- 179 1. The scheduled teaching hours of an instructional staff FTE will equal or exceed the hours of
180 the Program's standard instructional day plus one (1) additional hour per every five (5)
181 teaching hours for planning, curriculum development, record-keeping, and required
182 coordination of services with case management staff.
183
184 2. The Consortium LEA will assign instructional staff as needed to maintain an instructional
185 staff FTE to student ratio that does not exceed 1:25.
186
187 3. If the noninstructional staff are part of the calculated instructional staff FTE to student ratio,
188 the following conditions must be met:
189
190 a. Noninstructional staff may not be a replacement for the instructional staff and must work
191 under the guidance and direct supervision of the instructional staff.
192 b. The ratio of total instructional and noninstructional staff FTE to students may not exceed
193 2:50.
194
195 4. Only staff time that is dedicated to providing instruction to reengagement students will be
196 included in the calculation of a Program's instructional staff FTE to student ratio.
197

198 **G. Case Management and Student Support.**

199
200 The Consortium LEA will be responsible for the provision of case management services to all
201 enrolled students in accordance with the following:

- 202
203 1. Case management staff will be assigned to the Program to provide accessible, consistent
204 support to students, as well as academic advising, career guidance information,
205 employment assistance or referrals, and referrals to DSHS.
206
207 2. The Program will maintain a case management staff to student ratio not to exceed 1:75
208 (one case manager FTE to seventy-five (75) enrolled students) on a full-time continuous
209 basis throughout the school year.
210
211 3. Only the percent of each staff member's time that is allocated to fulfilling case management
212 responsibilities will be included in the calculation of a Program's case management staff
213 FTE to student ratio.
214
215 4. Even though the provision of case management services will require case management
216 staff to work in the community to meet client needs, case management staff will be primarily
217 based at the Program's instructional site(s).
218
219 5. The Consortium LEA will ensure that case management services and instruction are
220 integrated and coordinated and procedures are established that facilitate timely relevant
221 communication about student progress.
222
223 6. All case management staff will be employed by the Consortium LEA and will have at least a
224 Bachelor's degree in social work, counseling, education, or a related field; OR, at least two
225 (2) years experience providing case management, counseling or related direct services to
226 at-risk individuals or sixteen to twenty-one (16–21) year old youth.
227

228 **H. Awarding of Credit.**

229
230 In accordance with RCW 28A.175.100, high school credit will be awarded for all Consortium
231 LEA coursework in which reengagement students are enrolled, including high school
232 equivalency certificate preparation, in accordance with the following:

- 233
234 1. High school credit will be awarded for the Program instruction provided by the Consortium
235 LEA in accordance WAC 392-700-137.
236
237 2. The District will ensure that the process for awarding high school credits as described
238 above is implemented as part of the District's policy regarding award of credits per WAC
239 180-51-050(5) and (6).
240
241 3. Consortium LEA documentation related to the earned credits will be provided to the student
242 and the District that will be responsible for awarding of credits.
243

244 **I. Statewide Student Assessment.**

- 246 1. The District will work with the Consortium LEA to ensure that all reengagement students
247 participate in the statewide student assessment and understand that this assessment, or an
248 approved alternative, is a high school graduation requirement for students in some
249 graduating cohorts and is one of many ways to meet a graduation pathway for the class of
250 2020 onward.
251
252 2. The District will include reengagement students when calculating districtwide statistics in
253 relation to the statewide assessments.
254

255 **J. Provision of Special Education and Section 504 of the 1973 Rehabilitation Act**
256 **Accommodations and Transitional Bilingual Instructional program.**
257

- 258 1. The District is responsible for the provision of special education services to any Program
259 student who qualifies for special education in accordance with all state and federal law and
260 pursuant to WAC chapter 392-172A.
261
262 2. The District/Program will provide the same accommodations to any enrolled students under
263 Section 504 of the 1973 Rehabilitation Act as it provides to all students of the district.
264
265 3. The resident district is responsible for the provision of services to students who are eligible
266 for transitional bilingual services and are otherwise qualified for participation in the program.
267 The Consortium LEA may provide these services, and the additional funds claimed by the
268 district may be passed through to the Consortium LEA if the Consortium LEA is providing
269 the ELL services.
270

271 **K. Annual School Calendar.**
272

273 The following requirements will be met in relation to the school calendar:
274

- 275 1. The school year begins on September 1st and ends on August 31st.
276
277 2. The Consortium LEA will provide the District with a calendar of the school year prior to the
278 beginning of the Program's start date.
279
280 3. The school year calendar must meet the following criteria:
281
282 a. The specific planned days of instruction will be identified.
283 b. There must be a minimum of ten (10) instructional months.
284
285 4. The number of hours of instruction must meet the following criteria:
286
287 a. A standard instructional day may not exceed six (6) instructional hours per day even if
288 instruction is provided for more than six (6) hours per day.
289 b. A standard instructional day may not be less than two (2) hours per day.
290
291 5. The Program's total planned hours of instruction for the school year:
292
293 a. Is the sum of the hours of instruction for all instructional months of the Program's school
294 year.

- 295 b. Must have a minimum of one thousand (1,000) annual planned hours of instruction.

296
297 **L. Reporting of Student Enrollment.**

298
299 Programs will report to the District their Program enrollment using the Form P223-1418 each
300 month. The enrollment will be based on the monthly count day as defined in WAC 392-121-
301 119. The Program will certify by signing the Form P223-1418 the accuracy of the enrollment
302 reported. The Form is due to the District by the eighth (8th) calendar day of the months October
303 through August and for the month of September, the date found on the back of the form.

304
305 In accordance with WAC 392-700-160, the following criteria must be met for each student
306 claimed by the Program for state funding on each monthly count day:

- 307
308 1. Meets all eligibility criteria pursuant to WAC 392-700-035 or Section C of this Letter of
309 Intent;
- 310
311 2. Is enrolled in a Program, as well as the District;
- 312
313 3. Meets the attendance period requirement pursuant to WAC 392-700-015(3);
- 314
315 4. Meets the weekly status check requirement pursuant to WAC 392-700-015(23);
- 316
317 5. Has not withdrawn or been dropped from the Program prior to the monthly count day;
- 318
319 6. Is not being claimed by a state institution pursuant to WAC 392-122-221 on the monthly
320 count day;
- 321
322 7. Whose Program enrollment is not being claimed by a college for postsecondary funding;
- 323
324 8. Is not currently enrolled in a high school program, including Alternative Learning
325 Experience, College in the High School, or another reengagement program; excluding
326 Jobs for Washington's Graduate (JWG) program;
- 327
328 9. If concurrently enrolled in a Running Start, Skills Center, or JWG program, is not exceeding
329 the full-time equivalent (FTE) limitation pursuant to WAC 392-121-136;
- 330
331 10. Has not exceeded the 1.0 annual average FTE (AAFTE) for the school year to include prior
332 months' enrollment in a high school, at a state institution, and in JWG program; and
- 333
334 11. After being claimed for three months, has made academic progress by either earning an
335 indicator of academic progress identified in WAC 392-700-015(14) or a credential identified
336 in WAC 392-700-015(11).

337
338 **M. Funding and Reimbursement**

339
340 The District and the LEA will receive state basic education apportionment funding through
341 OSPI, pursuant to WAC 392-700-165 and according to the procedures set forth below:

- 342
343 1. Distribution of funding will be as follows:

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- a. The District will retain five (5) percent of the basic education allocation.
 - b. The Consortium LEA will receive ninety-five (95) percent of the basic education allocation.
 - c. By October 1, the District shall provide a written schedule to the Consortium LEA, identifying the dates that the Consortium LEA shall submit invoices for reimbursement to the District. Invoices will correlate to the enrollment reported monthly on the P223-1418 form submitted by the Consortium LEA. 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 Consortium LEA'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.

367 **N. Required Documentation and Reporting.**

368
369 The Program and District will maintain the following documentation and provide the following
370 reporting pursuant to WAC 392-700-175.

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1. Student Documentation:
 - a. The Consortium LEA shall maintain student documentation to support eligibility as specified in Section C and enrollment as specified in Section D.
 - b. The Consortium LEA shall, on behalf of the District, request school records for each student from the last school they attended.
 - c. The Consortium LEA 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 Consortium LEA 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.

- 391 b. The Consortium LEA is also responsible for performing required data entry following
392 OSPI's standard procedures for all Reengagement Programs as the owner of the R type
393 school.
394
- 395 3. Annual Reporting:
396
- 397 a. The Consortium LEA will prepare and submit an annual performance report to the
398 District no later than October 1st.
399 b. The District will review and submit the annual performance report to OSPI no later than
400 November 1st.
401 c. The annual report will include the following:
402 i. Program's total number of students by gender, age, and race/ethnicity who were
403 enrolled, who were dismissed by the Program, and who voluntarily withdrew.
404 ii. Program's total number of students by gender, age, race/ethnicity, and credential
405 type who earned a credential as defined in WAC 392-700-015(10).
406 iii. Program's total number of students by gender, age, race/ethnicity, and indicator of
407 academic progress types who attained an indicator of academic progress as defined
408 in WAC 392-700-015(14). For high school and college credit, detail the subject area.
409 iv. Total number of instructional staff assigned to the Program.
410

411 **O. District Administrative Responsibilities.**
412

- 413 1. Upon Office of Superintendent of Public Instruction's (OSPI) determination that this Scope
414 of Work contains approved standard language that delineates responsibility for all the
415 required elements of a Reengagement Program as outlined in RCW 28A.175.100 and WAC
416 392-700, OSPI will assign a school code to be used by the District, the Consortium LEA,
417 and OSPI to exclusively identify the Program. The District will use this code in its student
418 information system and in Comprehensive Education Data and Research System
419 (CEDARS) to identify all students enrolled in the Program.
420
- 421 2. The District will work cooperatively with the Consortium LEA to implement this Scope of
422 Work and to ensure that quality reengagement services are provided in accordance with
423 WAC 392-700.
424
- 425 3. The District will designate a primary contact person to work with the Consortium LEA in
426 implementing this Scope of Work and to provide oversight and technical assistance.
427

428 **P. Longitudinal Performance Goals.**
429

- 430 1. Longitudinal performance data for the Program and the statewide reengagement system as
431 a whole will be reported through the Washington's P-20 (pre-school to post-secondary and
432 workforce) longitudinal data system, the Education Research and Data Center (ERDC).
433
- 434 2. The District will work with the Consortium LEA to collect and report student data requested
435 by the ERDC in order to accomplish the longitudinal follow-up of reengagement students.
436 Specifically, the following unique identifier data points will be collected, to the extent
437 possible, by the Program, reported by the Consortium LEA, and verified by the District for
438 each enrolled reengagement student:
439

- 440 a. Full legal name.
441 b. Birth date.
442 c. State student identifier number (SSID).
443 d. Social security number.
444 e. College student identification number (SID), if applicable.
445
446 3. While reengagement students will be encouraged to provide the data needed for
447 longitudinal follow-up, the Program will ensure that a student's unwillingness or inability to
448 provide the requested data will not be a barrier to enrollment.
449

450 **Q. Records.**

451 All operations of, and accounting by, either party pertaining to this Scope of Work shall be open
452 to the inspection of either party.
453
454

455 **R. Indemnification.**

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

466 **S. Applicable Law.**

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

- 474 1. Applicable state and federal statutes and rules.
475 2. Statement of work herein.
476 3. Any other provisions of the Scope of Work, including materials incorporated by
477 reference.
478

479 **T. No Separate Entity Created.**

480 No separate legal or administrative entity is intended by this Scope of Work.
481
482

483 **U. Amendment and Waiver.**

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

Consortium LEA 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: _____ Qualification Code(s): _____

