

**CONTRACT****BETWEEN**

**Northwest Educational Service District 189**  
(Hereinafter referred to as *NWESD*)

**1601 R Ave, Anacortes, WA 98221**

**(360) 299-4000**

**NWESD Account: 5972**

**AND Concrete School District**

**Name** (Hereinafter referred to as *Client*)

**45389 Airport Way, Rm #103**

**Address**

**Concrete**

**City**

**Phone: 360-853-4000**

**WA**

**State**

**98237**

**Zip**

In consideration of the promises and conditions contained herein, NWESD and the Client do mutually agree as follows:

**I. PURPOSE**

The purpose of this Contract is to provide regular and vocational education opportunities for eligible students through NWESD's Open Doors – Youth Reengagement Program. The Program will meet system definitions and compliance requirements as identified in RCW 28-A.175.100 and WAC 392-700.

**I. RESPONSIBILITIES OF NWESD**

In accordance with this Contract, the NWESD shall provide all labor, materials and equipment necessary for

1. Provide and oversee all instruction identified in the Scope of Work Agreement related to the operation of an Open Doors (1418) Youth Reengagement Program (included with contract between NWESD and Client).
1. Employ qualified teacher(s) who meet Open Doors standards.
2. Provides case management to high-risk students.
3. Provide the District with a calendar of the school year prior to the beginning of the Program's start date.
4. Provide program enrollment reports to the District on Form P223-1418 on the monthly count day defined in WAC 392-121-119.
5. Administer standardized tests within one month of enrollment or secure test results from no more than six (6) months prior to enrollment to determine a student's initial math and reading levels upon entering the Program.
6. Schedule instruction so enrolled students can attend and work with instructional staff during the Program's standard instructional day.
7. Assume responsibility for the provision of case management services to all enrolled students.
8. Restrict or deny access into specific program elements if NWESD determines a student's academic performance or conduct does not meet established guidelines.
9. Provide the same accommodations to reengagement students under Section 504 of the 1973 *Rehabilitation Act*.
10. Comply with requirements of the school calendar stating that the school year begins in September and ends in June.
11. Maintain student documentation to support eligibility as specified in the Scope of Work. Maintain documentation of case management, student assessment, basic skills gains, attainments of credentials, earned measure of academic progress, and award of credit.

**II. RESPONSIBILITIES OF CLIENT**

In accordance with this Contract, the Client shall provide:

1. Work cooperatively with the NWESD to implement the Scope of Work and ensure quality reengagement services are provided in accordance with WAC 392-700.
1. Provide internet access.
2. Provide access to relevant electronic student information to perform the program's duties.

3. Identify all students enrolled in the Program in the District's student information system and in the Comprehensive Education Data and Research System (CEDARS) using the code to be provided by the Office of Superintendent of Public Instruction (OSPI).
4. Work cooperatively with the NWESD to implement the Scope of Work and ensure quality reengagement services are provided in accordance with WAC 392-700.
5. Ensure that the process for awarding high school credits is implemented as part of the District's policy regarding award of credits per WAC 180-51-050(5) and (6).
6. Work with the Program to collect and report student data to OSPI requested by the Education Data and Research System 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 NWESD, and verified by the District, for each enrolled student.
7. District will comply with NWESD teachers and staff to support students in enrollment and referrals.
8. Provide required data for End of Year reporting to NWESD.

### III. TERM OF THE CONTRACT

The start date of this Contract is the later of September 1, 2023 or the date that signatures have been obtained from both parties to the Contract. The end date of this Contract is August 31, 2024 unless mutually extended in writing by both parties. Termination is further specified in the Termination section of this Contract.

### IV. CONTRACT OBLIGATION

For the performance of the work as set forth in the "Responsibilities of NWESD", the Client shall pay an amount not to exceed \$9,077 (nine thousand seventy-seven dollars), which is 95% of the non-vocational basic educational allotment of \$9,555 (nine thousand five hundred fifty-five dollars) for each non-vocational AAFTE. This amount includes all related costs, including but not limited to, lodging, travel, meals, materials, and shipping.

### V. PAYMENT PROVISIONS

All payments to the NWESD shall be conditioned upon:

1. The Client or its designee determines that the services or goods provided by the NWESD are satisfactory, provided that such determination shall be made within a reasonable time and not be unreasonably withheld; and
1. The NWESD timely submits to the Client Fiscal Department satisfactory invoices detailing the services or goods rendered for requested payment.
2. Any date(s) specified herein for payment(s) to the NWESD shall be considered extended as necessary to process and deliver payment. Such extension will not be greater than thirty (30) days following delivery of satisfactory services or goods and receipt of the appropriate invoices, whichever occurs later.

### VI. CONTRACT MANAGERS:

<u>NWESD Contract Manager</u>	<u>Client Contract Manager</u>
Name: Jodie DesBiens	Name: Carrie Crickmore
Address: 1601 R Avenue Anacortes, WA 98221	Address: 45389 Airport Way, Rm #103 Concrete, WA 98237
Phone: 360-299-4010	Phone: 360-853-4000
Email Address: jdesbiens@nwesd.org	Email Address: ccrickmore@concrete.k12.wa.us

DS

CC

### VII. NONDISCRIMINATION/ANTI-HARASSMENT

In performing its obligations under this contract, the Client shall comply with the NWESD, state and federal guidelines and regulations regarding nondiscrimination and harassment involving any employee/student on the basis of race, color, sex, religion, ancestry, national origin, creed, marital status, age, sexual orientation, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or use of a trained dog or service animal by a person with a disability in employment, services, or any other regards.

### **VIII. GOVERNING LAW/VENUE**

The terms of this Contract shall be construed and interpreted in accordance with the laws of the state of Washington, without regard to conflicts of laws principles. If legal action or arbitration is commenced to resolve a dispute related to this Contract, the venue of such action or arbitration shall be in Skagit County, Washington.

### **IX. INDEMNIFICATION/HOLD HARMLESS**

NWESD shall defend, indemnify, and hold harmless the District in full for any and all claims against the District or its employees, officials or contractors which arise from the acts or omissions of NWESD and its employees, officials and contractors in the provision of services under this contract. The District shall defend, indemnify, and hold harmless NWESD in full for any and all claims against NWESD or its employees, officials or contractors which arise from the acts or omissions of the District and its employees, officials and contractors in the provision of services under this contract.

### **X. TERMINATION**

This Contract may be terminated by the NWESD at any time, without reason, upon written notification thereof to the Client. The notice shall specify the date of termination and shall be conclusively deemed to have been received by the Client as of midnight of the second day following the date of its posting in the United States mail addressed as first noted herein. In the event of termination, the NWESD shall be entitled to an equitable proration of the total compensation provided herein for uncompensated services that have been performed as of the date of termination, and to the reimbursement of expenses incurred as of the date of termination, but solely to the extent such expenses are reimbursable under this Contract.

### **XI. OTHER ASSURANCES**

In performing its obligations under this Contract, each party shall promptly comply with all laws, ordinances, orders, rules, regulations, and requirements of the federal, state, county, or municipal governments or any of their departments, bureaus, boards, commissions or officials concerning the subject matter of this Contract (the "Laws"). This provision applies to Laws currently existing or applicable to a party's duties under this Contract during the term of this Contract.

### **XII. ASSIGNMENT**

Neither this Contract nor any interest therein may be assigned by the Client without first obtaining the written consent of the NWESD.

### **XIII. DEFAULT**

The Client shall be in default of this Contract upon the occurrence of any of the following:

1. Any covenant, representation or warranty made by the Client was false or misleading when made or subsequently becomes so;
1. The Client fails to perform any of its obligations under the Contract, and unless otherwise specifically stated elsewhere in this Contract, such failure continues for thirty (30) calendar days after the Client receives a notice to cure from the NWESD or its designee;
2. The Client files a petition in bankruptcy or other similar proceeding, makes any assignment for the benefit of creditors, or is the subject of an involuntary bankruptcy petition, receivership or other insolvency proceeding; or
3. After the termination of the Contract, the Client continues to use any of the NWESD's intellectual property.

### **XIV. BREACH/DEFAULT WAIVER**

No delay or failure on the part of the NWESD to exercise any rights under the Contract shall operate as a waiver of the NWESD's contractual rights. Also, the NWESD's waiver or acceptance of a partial, single, or delayed performance of any term or condition of the Contract shall not operate as a continuing waiver or a waiver of any

other breach of a Contract term or condition. No waiver shall be binding unless it is in writing and signed by the party waiving the breach.

#### **XV. REMEDIES FOR DEFAULT**

If the Client is in default of this Contract, the NWESD may pursue any or all of the following remedies, which may be cumulative:

1. Immediately terminate the Contract;
1. Injunctive relief without proof of actual damage and without posting a bond pending resolution by court action or arbitration;
2. Liquidated damages to protect against the immeasurable damage to the NWESD's business and goodwill of \$50.00 for each day that the Client improperly or without permission uses the NWESD's intellectual property;
3. Consequential and incidental damages to the NWESD from the Client's default; and
4. Recover reasonable attorneys' fees and costs for any arbitration or litigation brought to enforce the NWESD's rights under this Contract.

#### **XVI. SEVERABILITY**

If any provision of this Contract is determined to be invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted and the balance of the Contract shall remain enforceable.

#### **XVII. HEADINGS**

The headings of each section of this Contract are provided only to aid the reader. If there is any inconsistency between the heading and the content of the paragraph or the context of the contract, the content or context will prevail.

#### **XVIII. INTEGRATION/MODIFICATION**

This Contract constitutes a fully integrated document containing the full, final and binding agreement of all parties signatory and all persons claiming by or through a signator, and supersedes all other negotiations, offers or counteroffers relating to the subjects treated in this Contract. The parties may amend this Contract only upon a writing bearing the actual signatures of the names of all the parties or their respective, authorized representatives.

#### **XIX. NOTICES**

Any notice given under this Contract shall be in writing from one party to another, given only by one of the following methods: (i) personal delivery, (ii) United States first class and certified mail, return receipt requested, with postage prepaid to the recipient's business address provided on the front page of this Contract; or (iii) e-mail to the recipient's email address given in the Contract Managers section. Notice shall be deemed to occur in the case of the use of the mail, when the notice is postmarked. Notice shall be deemed received on the date of personal delivery, on the second day after it is deposited in the mail or on the day sent by e-mail. A party may change the place notice is to be given by a notice to the other party. For efficiency, the parties agree that documents sent by electronic means shall be considered and treated as original documents.

#### **XX. FORCE MAJEURE**

A party to this Contract is not liable to the other party for failing to perform its obligations if such failure is a result of Acts of God (including fire, flood, earthquake or other natural disaster), war, government sanction/order/regulation, riot, terrorist attack, labor dispute, or other similar contingency beyond the reasonable control of the parties. Force Majeure does not include computer events, such as denial of service attacks or those that may occur as a result of a third party. Each party shall have backup computer systems to allow it to continue to perform its obligations under the Contract. If a party asserts Force Majeure as an excuse for failure to perform its contractual obligations, then it must prove that it took reasonable steps to minimize delay or damages caused by foreseeable events, that it substantially fulfilled all non-excused obligations and that the other party was timely notified of the likelihood of or actual occurrence of such an event.

## **XXI. BACKGROUND CHECKS**

By executing this Contract with the Client, the NWESD represents and warrants that each of its employees or agents shall have a record check through the Washington state patrol criminal identification system in compliance with RCW 43.43.830 through 43.43.834, 10.97.030, and 10.97.050 and through the Federal Bureau of Investigation before she or he has unsupervised access to any child. The record check shall include a fingerprint check using a complete Washington state criminal identification fingerprint card.

## **XXII. COPYRIGHTS**

The NWESD reserves all right, title and interest in and to the copyrights it owns, unless otherwise expressly granted to the Client under the Contract. Nothing in the Contract shall be construed to convey any right, title or interest in or to the NWESD's copyrighted works to the Client beyond the use expressly permitted by the Contract. The Client shall have no claim, right, title or interest in or to the goodwill associated with the NWESD's copyrighted works, now or in the future. The Client shall never contest any aspect of the NWESD's intellectual property rights in and to the NWESD's copyrighted works, the goodwill associated with those works or the validity of any license to use those works granted under this Contract. Further, the Client shall reasonably assist the NWESD in protecting and maintaining copyrights owned by the NWESD, including without limitation furnishing samples, signing declarations, or providing notice or testimony of infringement of which the Client becomes aware. As to any copyrighted works that the Client owns, the Client represents and warrants that it exclusively owns its copyrighted works; there are no claims, judgments or settlements related to its copyrighted works; and its copyrighted works do not infringe any third-party's rights.

## **XXIII. CRIMES AGAINST CHILDREN**

The NWESD warrants that any of its employees or agents who has pled guilty or been convicted of any crime under RCW 28A.400.330 shall not have any contact with any child at a public school. Failure to comply with this section shall be grounds for immediate termination of this Contract.

## **XXIV. DISPUTE RESOLUTION**

If a dispute regarding this contract arises between the Client and the NWESD, then the Client will appoint someone to represent it, the NWESD will appoint someone to represent it, and those two parties will appoint someone as a third representative. Decisions will be made by a vote of most of the representatives. The dispute committee shall be limited to resolving issues pursuant to the terms of this Contract, and its decision(s) shall be final.

## **XXV. FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA)**

NWESD agrees that it may create, have access to, or receive from or on behalf of the Client, records or record systems that are subject to the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. Section 1232g (collectively, the "FERPA Records"). NWESD represents, warrants, and agrees that it will: (1) hold the FERPA Records in strict confidence and will not use or disclose the FERPA Records except as (a) permitted or required by this Contract, (b) required by law, or (c) otherwise authorized by the Client in writing; (2) safeguard the FERPA Records according to commercially reasonable administrative, physical and technical standards that are no less rigorous than the standards by which the NWESD protects its own confidential information; and (3) continually monitor its operations and take any action reasonably necessary to assure that the FERPA Records are safeguarded in accordance with the terms of this Contract.

## **XXVI. OWNERSHIP OF WORK PRODUCTS**

If the NWESD develops any product or concept for the Client under this Contract, then all correspondence, papers, documents, reports, files, film work products (inclusive of intellectual concepts and properties), and all copies thereof that are received or developed by the NWESD or the NWESD's employee(s) and agent(s) in the course of performing the NWESD's contractual duties, or as incident thereto, shall, immediately upon receipt, preparation, or development, become the exclusive property of the NWESD in perpetuity of any and all purposes unless otherwise provided in this Contract.. All items described above shall be provided to and left with the NWESD.

**XXVII. SUSPENSION AND DEBARMENT ASSURANCES**

The NWESD certifies, and the Client relies thereon in execution of this Contract, that neither it nor its Principals are presently debarred, suspended, proposed for debarment, or declared ineligible or voluntarily excluded for the award of contracts by any Federal governmental agency or department. "Principals", for the purposes of this certification, mean officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity. Further, the NWESD agrees to provide the Client immediate written notice if, at any time during the term of this Contract, including any renewals hereof, it learns that its certification was erroneous when made or has become erroneous by reason of changed circumstances. The NWESD's certification via the execution of this Contract is a material representation of fact upon which the Client has relied in entering this Contract. Should the NWESD determine, at any time during this Contract, including any renewals hereof, that this certification is false, or should it become false due to changed circumstances, the Client may terminate this Contract in accordance with the terms and conditions therein.


**XXVIII. SIGNATURES/APPROVALS**


The undersigned represent and warrant that they are authorized to enter this Contract on behalf of the parties.

DocuSigned by:  
*Larry Francois* 8/28/2023  
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Larry Francois, Superintendent Date  
Northwest Educational Service District 189

DocuSigned by:  
*Carrie Crickmore* 8/28/2023  
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Carrie Crickmore, Interim Superintendent Date  
Concrete School District

*NWESD Internal Approvals:*

Fiscal: 

Program Manager: 

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

Northwest Educational Service District 189 (NWESD)

(hereinafter referred to as Consortium Lead Educational Agency-LEA)

AND

**Concrete** SCHOOL DISTRICT  
(hereinafter referred to as District)

**A. Purpose.**

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

1. Support the statewide dropout reengagement system as defined in RCW 28A.175.100
2. Comply with requirements outlined in WAC 392-700 to provide education opportunities for eligible students enrolled in the Concrete Open Doors [1418] Youth Reengagement Program (hereinafter referred to as Program) operated by the Consortium LEA.

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

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

This agreement will be in effect from September 1, 20<sup>23</sup> through August 31, 20<sup>24</sup>.

The Consortium LEA and District are responsible for **notifying OSPI** if they decide to discontinue the Program or update/change program pathways or offerings.

The Office of Superintendent of Public Instruction (OSPI) will be responsible for notifying the Consortium LEA, District, and Program when they are required to be reapproved and of the re-approval process. 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,

- 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 **D. Enrollment.**

- 97 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.
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- 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.
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177 **F. Instructional Staff to Student Ratio.**

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- 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.
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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.  
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  - 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.  
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  - 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.  
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  - 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.  
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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.  
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  - 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).  
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  - 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.  
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244 **I. Statewide Student Assessment.**

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- 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.  
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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.  
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**L. Reporting of Student Enrollment.**

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

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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:

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

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**M. Funding and Reimbursement**

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

1. Distribution of funding will be as follows:

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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.

**N. Required Documentation and Reporting.**

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

- 1. Student Documentation:
  - a. The 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:  
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- 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  
452 All operations of, and accounting by, either party pertaining to this Scope of Work shall be open  
453 to the inspection of either party.  
454

455 **R. Indemnification.**

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

466 **S. Applicable Law.**

467  
468 This Scope of Work is entered into pursuant to and under authority granted by the laws of the  
469 state of Washington and any applicable federal laws. The provisions of this Scope of Work shall  
470 be construed to conform to those laws. In the event of any inconsistency in the terms of this  
471 Scope of Work, or between its terms and any applicable statute or rule, the consistency shall be  
472 resolved by giving precedence in the following order:  
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  
481 No separate legal or administrative entity is intended by this Scope of Work.  
482

483 **U. Amendment and Waiver.**

484  
485 This approved Scope of Work may be waived, changed, modified, or amended only in  
486 writing by authorized individuals of both parties. If any provision of the Scope of Work shall  
487 be deemed in conflict with any statute or rule of law, such provision shall be modified to be  
488 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.

**Carrie Crickmore**

District Program Administrator/Interim Superintendent (print name)

*Carrie Crickmore*

*5/10/2023*

Signature

Date

**Jodie DesBiens**

Consortium LEA Program Administrator (print name)

*Jodie DesBiens*

Jodie DesBiens (May 11, 2023 14:49 PDT)

*May 11, 2023*

Signature

Date

**Scope of Work for 1418 Reengagement Program Approved by OSPI:**

**Mandy Paradise**

OSPI Reengagement Program Administrator

*Mandy Paradise*

*7/12/2023*

Signature

Date

**Anna Marie DuFault**

OSPI Assistant Superintendent

Anna Marie Dufault

*7/14/23*

Signature

Date

School Code assigned to this Program: \_\_\_\_\_ Qualification Code(s): 547: GED+Diploma







# SOW\_2023\_24\_Concrete(2)

Final Audit Report

2023-05-11

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