



# **SCHOOL BOARD ACTION REPORT**

**DATE:** August 7th, 2020  
**FROM:** Ms. Denise Juneau, Superintendent  
**LEAD STAFF:** Dr. Diane DeBacker, Chief Academic Officer, (206) 252-0180; Dr. Caleb Perkins, Director of Career and College Readiness; cbperkins@seattleschools.org, (206) 252-0062

**For Introduction:** August 26th, 2020  
**For Action:** September 9th, 2020

## **1. TITLE**

Approval of contract to support the Open Doors Youth Reengagement Program for the 2020-21 school year.

## **2. PURPOSE**

The purpose of this Board action is to approve the scope of work agreement between Seattle Public Schools and Seattle Central College in support of the Open Doors Youth Reengagement Program. Open Doors is a state-wide program that provides education and services for youth, ages 16-21, who have dropped out or are not expected to graduate before the age of 21. This contract supports the current, state approved allocation for Open Doors FTE of \$964.40 for 1 FTE/month. Based on the enrollment for 19-20 which averaged 50.89 FTE/month (Oct-Mar), the total of this contract is estimated to be \$516,000 for the 2020-21 school year.

## **3. RECOMMENDED MOTION**

I move that the School Board authorize the Superintendent to execute a contract with Seattle Central College for a total Not-To-Exceed amount of \$516,000 over fiscal years 2020-21, in the form of the draft Agreement attached to the School Board Action Report, with any minor additions, deletions, and modifications deemed necessary by the Superintendent, and to take any necessary actions to implement the contract.

## **4. BACKGROUND INFORMATION**

- a. **Background** Seattle Public Schools' 19-24 Strategic Plan focuses on helping students furthest from educational justice meet the Washington State graduation credit requirements and graduate ready for college and career pathways among other skills. The District's efforts to help students get ready for college and career pathways includes GED prep and college-level coursework.

The Open Doors program was first approved by the Washington State Legislature in 2010 via House Bill 1418 which established a state-wide reengagement initiative. Open Doors seeks to offer multiple pathways for students to achieve educational success through high school completion, GED attainment, work preparation and training, and college-level coursework. The program is especially focused on mitigating barriers that

hinder engagement in the education system by providing students with support through multiple agencies. SPS has administered an Open Doors program, known as Learning Center Seattle (LCS), in partnership with Seattle Central College since 2016. LCS supports the objectives of the Open Doors program by placing students in a college setting and creating a pathway for those who are credit deficient to receive GED prep instruction with the goal of earning a GED. Students can continue at LCS after earning a GED and take college classes toward an Associate degree. The program is offered to students with no out of pocket costs. Open Doors addresses the unique needs of youth at risk for dropping out by maintaining a focus on students' future after high school; allowing individualized academic programs; and by involving the full range of community services.

To enroll in the Open Doors program through LCS, students must a) be between the ages of 16 and 21 (as of September 1), b) not have met high school graduation requirements, and c) have been found credit deficient in accordance with WAC 392-700-035(c). Additionally, a student must have been withdrawn from their last high school and have been released from their resident district and accepted by the SPS District, if SPS is not the student's resident district. A student retains eligibility in the program until a) the student earns a high school diploma, b) the student earns an Associate degree, or c) the student has turned 21 before September 21.

All students participating in the program are included in SPS' total enrollment counts since they are enrolled in a District program. While the Open Doors program is similar to Running Start in that SPS students generally take classes in a college setting, Running Start is generally restricted to students in grades 11 and 12, and students who participate in Running Start are expected to pay for college entrance tests and books out of pocket and receive up to five college credits per class. The Open Doors program does not incur direct financial costs for participants and enrollment eligibility is based on age, instead of grade level, which opens the program to a broader population.

Key indicators of academic progress for the Open Doors program include: earning of high school or college credit, passing one or more high school equivalency tests, significant gains in core academic skill level, and enrollment in college courses. Over the life of the program at LCS, enrollment has increased each year and GED attainment remains steady (60-65%), higher than national averages.

For the 2018-19 school year, 136 students have participated in the LCS Open Doors program of which 61% earned a GED during the school year. For 2019-20, a total of 144 students have participated in the LCS Open Doors program. Of this number, 29 have earned a GED during the year.

Since its launch, Learning Center Seattle has:

- Served over 252 youth and young adults since the launch in July 2016
- Helped over 140 opportunity youth and young adults earn their GED certificates
- Supported six students in earning their AA/AAS degrees at the Seattle Colleges, four of who transferred to 4-year colleges and universities

**Table 1 - LCS Open Doors Academic Achievement**

School year	Total number of students	Number of GEDs earned	Number taking college courses
2017-18	119	51	41
2018-19	136	82	52
2019-20	144	29	45

- b. **Alternatives** Do not approve this action. This is not recommended. Open Doors provides an alternative pathway for students who are credit deficient or at-risk of dropping out of school an opportunity to earn their high school diploma, GED, or an Associate Degree which increases rates of student post-secondary success in line with the 2019-24 Strategic Plan.
- c. **Research** Open Doors cannot function alone but works instead as part of a larger SPS system that seeks to keep older youth engaged in planning for their future through individualized learning experiences. In fact, most students come directly from an SPS high school and have not dropped out when they enter the program highlighting the important role SPS schools play in ensuring the Open Doors program succeeds. Students who participate in Open Doors prior to dropping out are twice as likely to go back to school and finish their high school diploma.<sup>1</sup> Programs like Open Doors provide students who might not graduate with their peers an opportunity to complete a degree and prepare for college and work.

**5. FISCAL IMPACT/REVENUE SOURCE**

Fiscal impact to this action is estimated to be \$516,000 over the 2020-21 School Year. This estimate is based on 2019-20 enrollment in this program. This is a multi-year, continuing program. Funding to administer the LCS Open Doors program will be provided from the state directly to the District at a rate of \$964.40 per FTE/month, so the District incurs no direct cost as a result of this action. The District retains seven (7) percent of the funding to cover administrative processes. Seattle Central College receives ninety-three (93) percent of the funding, paid quarterly by the District.

The standard reimbursement rates are the statewide average annual nonvocational and vocational rates as determined by OSPI. The revenue source for this motion is state basic education apportionment funding through OSPI, pursuant to WAC 392-700-165.

Expenditure:  One-time  Annual  Multi-Year  N/A

Revenue:  One-time  Annual  Multi-Year  N/A

**6. COMMUNITY ENGAGEMENT**

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<sup>1</sup> Education Research and Data Center. (2019). Outcomes of the Open Doors Youth Reengagement Program. Washington Office of Financial Management. Retrieved from [https://erdc.wa.gov/file/464/download?token=Sr\\_jmZkV](https://erdc.wa.gov/file/464/download?token=Sr_jmZkV)

With guidance from the District’s Community Engagement tool, this action was determined to merit the following tier of community engagement:

Not applicable

Tier 1: Inform

Tier 2: Consult/Involve

Tier 3: Collaborate

As this is re-approval of a current program authorized by OSPI and approved after public review by the Washington State legislature, our focus is on informing the public about the continuation of the program within SPS. Our emphasis has also been to work with high school counselors within SPS and program staff to promote and refer students to the program. In addition, students as well as internal and external stakeholders will be involved in subsequent program reviews in order to assess the effectiveness and need for continued program support.

The Open Doors program administrators conduct direct outreach to students who would benefit from the program through various entities such as the Reconnect to Opportunity program, The King County Re-engagement Provider network, and Bellevue College. During campus closures, program administrators and instructors have maintained contact with students and families through phone/video conferencing and email.

## 7. **EQUITY ANALYSIS**

The following is a summary of the analysis we did in reviewing the LCS Open Doors program using the four steps of the district’s Racial Equity Analysis Tool as part of School Board Policy #0030.

### STEP 1: Set Outcomes, Identify and Engage Stakeholders

In consultation with the SPS Racial Equity Analysis Tool, and the SPS Strategic plan, our focus this year has been building supports within the LCS Open Doors program to help students furthest from educational justice. Our efforts this year include:

- Conducting direct outreach to students of color through the Reconnect to Opportunity program, which helps young people in King County complete high school/college and prepare for a career. The Reconnect to Opportunity program relies on peer connections to better identify students who want to re-engage in school.
- Collaborating with re-engagement partner organizations (Bellevue/Auburn/Kent school districts; Seattle Education Access) across the region through the King County Re-engagement Provider Network as part of plan to support African American males
- Partnering with Interagency Academy’s Open Doors program to provide additional socioemotional and academic resources to SPS students

### STEP 2: Engage Stakeholders in Analyzing Data

Information and data from SPS students who participate in the Open Doors program is collected in PowerSchool and reported annually to CEDARS. This data is used to create annual reports on the effectiveness of the state's Open Doors program.

At the District level, the CCR team reviews student outcome and enrollment data with the LCS Open Doors team on a quarterly basis to determine how best to serve students and evolve the program. Over the course of this last year, our work to revamp the program has centered on amplifying outreach to students on digital platforms as well as specifically developing processes that can be implemented across the District (and the larger King County region) to grow awareness about the program (particularly among African American males) and help more of the students in our program earn college credit.

### STEP 3: Ensuring Educational and Racial Equity /Determine Benefit or Burden

Students in the LCS program have direct access to a case manager from King County's Employment and Education Resources Division, comprehensive tutoring on-site, morning and afternoon class options, and referrals to on-campus support programs. The program also provides students of color, who are less likely to have equitable access to higher education and who make up the majority of program participants (58%), an opportunity to take classes in a college setting and work towards a postsecondary degree. Currently, our team is coordinating with ELL Programs to provide instructional support to the SPS instructors who teach multilingual students in the Open Doors program.

The program does not generate any out of pocket costs for students and is centrally located at Seattle Central near accessible light rail and bus lines. Students in the program receive an Orca Pass to support transportation costs.

In addition to testing prep and college coursework, LCS provides support including employment and social services through a case manager at King County's Employment and Education Resources Division and access to a full-time AmeriCorps member for coordinated tutoring providing one on one academic and career prep.

### STEP 4: Evaluate Success Indicators and/or Mitigation Plans

Each year, race and socioeconomic demographic information will be used in disaggregating program data to understand the impact and implications of the Open Doors program at LCS for priority populations in the District including African American males (5.3% of program students this year compared to 9.6% from 2018-19) and other students of color (58 % of program students this year vs. 60% last year). This data will be especially necessary to measure student outcomes such as attainment of a high school degree or GED and progress into postsecondary education and in-demand jobs and to ensure the program is meeting its goal of reengaging those at-risk of dropping out of the educational system.

Based on the data this year, we know that there are a smaller percentage of Black male students and students of color in the LCS program than last year. This data might correlate to fewer black male students and students of color becoming credit deficient or falling off track in their home school program.

It's not clear right now what long-term effects the COVID-19 pandemic and school closures will have on enrollment. Comparing Spring Quarter 2019 to Spring Quarter 2020, we see that there was a more than 50% drop in the FTE count for the months of April, May, and June (72.7 avg FTE vs. 35.98 avg FTE). To support student learning during Seattle Central's campus shutdown, multiple SPS LCS students were provided with laptops and hotspots directly from DoTS at the District. SPS students at SPS continue to require socioemotional supports during the crisis and program administrators have focused on maintaining communication with families in need.

**8. STUDENT BENEFIT**

Students in Seattle Public Schools benefit from having access to programs that enable them to earn credentials in a setting that differs from that of a comprehensive high school. The Open Doors Program at Learning Center Seattle provides an individualized approach to learning for participating students and enables them to earn a GED or Associate degree.

**9. WHY BOARD ACTION IS NECESSARY**

- Amount of contract initial value or contract amendment exceeds \$250,000 (Policy No. 6220)
- Amount of grant exceeds \$250,000 in a single fiscal year (Policy No. 6114)
- Adopting, amending, or repealing a Board policy
- Formally accepting the completion of a public works project and closing out the contract
- Legal requirement for the School Board to take action on this matter
- Board Policy No. \_\_\_\_\_, [TITLE], provides the Board shall approve this item
- Other: \_\_\_\_\_

**10. POLICY IMPLICATION**

This action is being proposed pursuant to the following policies:

- School Board Policy C54.00, Alternative Education, directs the District to provide assistance in areas such as communications, budget, or technology designed to maintain and expand effective alternative schools at all grade levels. Staff is requesting support for the Open Doors program in line with this policy.
- Per Policy No. 6220, Procurement, any contract over \$250,000 must be brought to the Board for approval.
- Policy No. 2415, High School Graduation Requirements

## **11. BOARD COMMITTEE RECOMMENDATION**

This motion was discussed at the Curriculum & Instruction Policy Committee meeting on August 18, 2020. The Committee reviewed the motion and moved the item forward with a recommendation for approval by the full Board.

## **12. TIMELINE FOR IMPLEMENTATION**

Upon approval of this motion, the Superintendent will sign the Agreement and the District will report to OSPI that the 2020-21 Scope of Work Agreement has been approved so that we can continue to receive funding for this program.

For future years, it is planned that a board action report for the Learning Center Seattle (LCS) Open Doors program will be presented to the Board for approval triennially rather than annually. The LCS Open Doors program reports will otherwise be delivered in the annual Alternative Learning Experiences BAR that goes before the Board each Fall Quarter.

## **13. ATTACHMENTS**

- Scope of Work Agreement related to the operation of an Open Doors 1418 Youth Reengagement Program between Seattle Central College and Seattle Public School District (for approval)

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

3  
4 Seattle Central COLLEGE  
5 (hereinafter referred to as College)

6  
7 AND

8  
9 Seattle Public SCHOOL DISTRICT  
10 (hereinafter referred to as District)

11  
12 **A. Purpose.**

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

- 15  
16 1. Support the statewide youth reengagement system as defined in RCW 28A.175.100.  
17 2. Comply with requirements outlined in WAC Chapter 392-700 to provide education  
18 opportunities for eligible students enrolled in the Learning Center Seattle Open Doors [1418]  
19 Youth Reengagement Program (hereinafter referred to as Program) operated by the  
20 College.

21  
22 *\* NOTE: The language in this Scope of Work is based on WAC and RCW as of September 2018. The*  
23 *College, District and Program will comply with any WAC or RCW modifications.*

24  
25  
26 **B. Duration of Scope of Work.**

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28 This Scope of Work agreement will be in effect from September 1, 2020 through August 31,  
29 2021.

30  
31 The Office of Superintendent of Public Instruction's (OSPI) will be responsible for notifying the  
32 College, District, and Program when they are required to be reapproved and of the re-approval  
33 process. The College and District are responsible for notifying OSPI if they decide to  
34 discontinue the Program. OSPI will examine a minimum of two years of data in the re-approval  
35 process.

36  
37 **C. Student Eligibility.**

- 38  
39 1. Pursuant to WAC 392-700-035, youth are eligible for enrolling in an Open Doors [1418]  
40 youth reengagement program when they meet the following criteria  
41  
42 a. Under twenty-one (21) years of age, but at least sixteen (16) years of age, as of  
43 September 1.  
44  
45 b. Has not yet met high school graduation requirements, and  
46  
47 c. Has been found to be credit deficient pursuant to WAC 392-700-035(c):  
48  
49 i. A student who, based on their original expected graduation date, has participated or could



50 have participated in up to two (2) full years of high school must have an earned to attempted credit  
51 ratio that is sixty-five (65) percent or less. (Earned credits divided by attempted credits  $\leq$  sixty-five  
52 (65) percent); OR

53  
54 ii. A student who, based on their original expected graduation date, has participated or  
55 could have participated in more than two (2) full years of high school must have an earned to  
56 attempted credit ratio that is seventy-five (75) percent or less. (Earned credits divided by attempted  
57 credits  $\leq$  seventy-five (75) percent).

58  
59 iii. If determined not to be credit deficient as outlined in WAC 392-700-035(c), has been  
60 recommended for enrollment by case managers from the Department of Social and Health  
61 Services (DSHS), the juvenile justice system, district approved school personnel, or staff from  
62 community agencies which provide educational advocacy services. Learning Center Seattle will  
63 direct any requests for exceptions to the credit eligibility measure to the office of the Chief  
64 Academic Officer.

- 65  
66 2. Additionally, prior to enrollment in the Program, an eligible student must:
- 67 a. Have been withdrawn from their last high school, AND
  - 68 b. Have been released from their resident district and accepted by the District, if the District is  
69 not the student's resident district.
- 70  
71  
72 3. Students will not be enrolled in the Program by the College until the College receives  
73 confirmation of enrollment from the District. All students need completed admission packets  
74 except students who actively attended a school within the District in the last school year. If  
75 the student is not a resident of the District, a choice transfer request by their current district  
76 (Interdistrict release) is also required. The District recognizes the need to limit delay in  
77 student enrollment and will respond to inquiries within a reasonable time frame. Faauu  
78 Manu, Enrollment Services Manager, 206-252-0205, fmmanu@seattleschools.org. In the  
79 event that Ms. Manu is not available, the College will contact Joy Turner ay  
80 [jgturner@seattleschools.org](mailto:jgturner@seattleschools.org)
- 81  
82 4. The District will not enroll new students into the District for participation in the Program  
83 during the months of July and August.
- 84  
85 5. Once determined eligible for the Program, a student will retain eligibility, regardless of breaks  
86 in enrollment, until the student does one of the following:
- 87 a. Earns a high school diploma. NOTE: A student who earn a high school equivalency  
88 certificate retains their eligibility and may continue to participate in the Program,
  - 89 b. Earns an Associate Degree, or
  - 90 c. Becomes ineligible because has turned age twenty-one (21) on or before September 1of a  
91 new school year.
- 92  
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96

97 **D. Outreach.**

98

99 The District will provide a list of students who have withdrawn from the District biannually for the  
100 purpose of Learning Center Seattle to contact parent/guardians or eligible students (over 18)  
101 and provide information regarding reengagement options. The listing will include: student name,  
102 parent/guardian name, student date of birth, home address, phone number, email address,  
103 grade, and total credits obtained.  
104

## 105 **E. Instruction.**

106  
107 The College will be responsible for the provision and oversight of all instruction under this  
108 Scope of Work pursuant to WAC 392-700-065 which includes the following  
109 All Program instruction will be designed to help students acquire high school credits, acquire at  
110 least high school skills, and be academically prepared for success in college and/or work.  
111

112 All instruction will be provided in accordance with the skill level and learning needs of individual  
113 students and not the student's chronological age or associated grade level. Therefore:  
114

- 115 1. All Program instruction will be designed to help students acquire high school credits, acquire  
116 at least high school skills, and be academically prepared for success in college and/or work.  
117
- 118 2. All instruction will be provided in accordance with the skill level and learning needs of  
119 individual students and not the student's chronological age or associated grade level.  
120 Therefore:
  - 121 a. All instruction that is at the ninth (9th) grade level or higher shall generate credits that can  
122 be applied to high school diploma, and  
123
  - 124 b. All instruction that is below the ninth (9th) grade level shall not generate high school credits  
125 but will be counted as part of the Program's instructional programming for the purposes of  
126 calculating FTE and will be designed to prepare students for coursework that is at the  
127 ninth (9th) grade level or higher.  
128
  - 129 c. All instruction that is at or above the 100 level is considered dual credit and must be  
130 designated with the Y code when transcribing to high school credit.  
131
- 132 3. The Program may restrict or deny enrollment into classes if a student's academic  
133 performance or conduct does not meet established guidelines  
134
- 135 4. The Program will administer standardized tests within one (1) month of enrollment or secure  
136 test results from no more than six (6) months prior to enrollment in order to determine a  
137 student's initial math and reading level upon entering the Program. A commonly accepted  
138 standardized academic skills assessment tool will be used. All required assessments will be  
139 provided to the students free of charge. Seattle Central will use either the standardized  
140 Comprehensive Adult Student Assessment System (CASAS) or the Official GED Ready  
141 tests to assess Reading and Math skills. Students will be assessed before completion of the  
142 first 12 hours of instruction.  
143
- 144 5. The College will provide instruction, tuition, and required academic skills assessments at no  
145 cost to the students, but may collect mandatory fees as established by the Program.  
146  
147

- 148 a. Consumable supplies, textbooks, and other materials that are retained by the student do  
149 not constitute tuition or a fee.  
150
- 151 b. The Program will establish a waiver/scholarship process for qualifying students. Eligible  
152 Program students will have access to WIOA or local college funds that can help support  
153 students with needs such as transportation, food, or emergency costs related to staying in  
154 school. Additional budget has been built in to support students with costs such as books,  
155 materials, and fees at the rate of \$300 per student per quarter if eligible based on income.  
156
- 157 6. Instruction will be provided through courses approved by college, identifiable by course title,  
158 course number, quarter, number of credits, and, for vocational course, the Classification of  
159 Instructional Programs (CIP) code number assigned by OSPI to the approved Career and  
160 Technical Education (CTE) course.  
161
- 162 7. The following instruction will be offered to all students, as appropriate for their goals, skills  
163 levels, and completion of prerequisites:  
164
- 165 a. Basic skills remediation courses and high school equivalency certificate preparation  
166 courses,  
167
- 168 b. Courses that lead to a postsecondary degree or certificate,  
169 c. Coursework that will lead to a high school diploma, and  
170
- 171 d. College and work readiness preparation coursework.  
172
- 173 8. The College will ensure that all instruction will be provided by instructors who are employed  
174 or appointed by the College whose required credentials are established by the College.  
175
- 176 9. Instructor to student ratio for any course open to both Program students and non-Program  
177 students will be determined by the College.  
178
- 179 10. Instructor to student ratio for classes designed exclusively for Program students will not  
180 exceed a 1:35 ratio.  
181

## 182 **E. Case Management and Student Support.**

183  
184 The Program will be responsible for the provision of case management services to all enrolled  
185 students pursuant to WAC 392-700-085 which include the following:  
186

- 187 1. Case management staff will be assigned to the College to provide accessible, consistent  
188 support to students as well as, academic advising, career guidance information, employment  
189 assistance or referrals, and referrals to DSHS.  
190
- 191 2. The Program will maintain a case management staff to student ratio not to exceed 1:75 (one  
192 case manager FTE to seventy-five (75) enrolled students) on a full-time continuous basis  
193 throughout the school year.  
194
- 195 3. Only the percent of each staff member's time that is allocated to fulfilling case management  
196 responsibilities will be included in the calculation of a Program's case management staff FTE

197 to student ratio

198

199 4. Even though the provision of case management services will require case management staff  
200 to work in the community to meet client needs, case management staff will be primarily  
201 based at the Program's instructional site(s).

202

203 5. The Program will ensure that case management services and instruction are integrated and  
204 coordinated, and that procedures are established that facilitate timely relevant  
205 communication about student progress.

206

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

212

#### 213 **F. Award of Credit.**

214

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

218

219 1. High school credit will be awarded for Program instruction provided by the College in  
220 accordance WAC 392-700-137.

221

222 2. The District is responsible for reporting high school credits earned by Program students per  
223 OSPI regulations. College transcripts and other student records requested by the District will  
224 be provided by the College as needed to facilitate this process.

225

226 3. The District will ensure that the process for awarding high school credits under this Scope of  
227 Work agreement is implemented as part of the District's policy regarding award of credits per  
228 WAC 180-51-050(4), (5) and (6).

229

#### 230 **G. Statewide Student Assessment.**

231

232 Pursuant to WAC 392-700-152:

233

234 1. The District will work with the College to ensure that all Program students have the  
235 opportunity to participate in the statewide student assessment and understand that this  
236 assessment, or an approved alternative, is a high school graduation requirement.

237

238 2. The District will include reengagement students when calculating districtwide statistics in  
239 relation to the statewide assessments

240

#### 241 **H. Provision of Special Education and Section 504 of the 1973 Rehabilitation Act** 242 **Accommodations, and Transitional Bilingual Instructional program.**

243

244 1. The District will be responsible for the provision of special education services to any Program  
245 student who qualifies for special education in accordance with all state and federal law and

246 pursuant to WAC chapter 392-172A.

247

248 2. The District will provide the same accommodations to any enrolled students under Section  
249 504 of the 1973 Rehabilitation Act as it provides to all students of the district.

250

251 3. The resident district is responsible for the provision of services to students who are eligible  
252 for transitional bilingual services, and are otherwise qualified for participation in the program.

253

#### 254 **I. Annual School Calendar.**

255

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

257

258 1. The school year begins September 1 and ends August 31.

259

260 2. The College will provide the District with a calendar of school year prior to the beginning of  
261 the Program's start date.

262

263

264 3. The school year calendar must meet the following criteria:

265

266 a. The specific planned days of instruction will be identified.

267

268 b. There must be a minimum of ten (10) instructional months.

269

270 4. The number of hours of instruction must meet the following criteria:

271

272 a. A standard instructional day may not exceed six (6) instructional hours per day even if  
273 instruction is provided for more than six (6) hours per day.

274

275 b. A standard instructional day may not be less than two (2) hours per day.

276

277 5. The Program's total planned hours of instruction for the school year:

278

279 a. Is the sum of the hours of instruction for all instructional months of the Program's school  
280 year.

281

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

283

#### 284 **J. Reporting of Student Enrollment.**

285

286 Programs will report to the District their Program enrollment using the Form P223-1418 each  
287 month on the monthly count day. Count day is defined in WAC 392-121-119. The Program will  
288 certify by signing the Form P223-1418 the accuracy of the enrollment reported. The Form  
289 P223-1418 is due to the District by the fifth (5th) business day of the month.

290

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

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294 1. Meets all eligibility criteria pursuant to WAC 392-700-035 or Section C of this Letter of Intent,

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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

**K. Funding and Reimbursement.**

The District and the College 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 the requirements of Section J. can be claimed for state funding using the following FTE calculation:
  - a. For college level classes (100 level and above), the student's FTE is determined by the enrolled college credits.
    - i. Fifteen (15) college credits equal 1.0 FTE.
    - ii. Students enrolled in less than fifteen (15) credits will be reported as a partial FTE. The FTE reported will be calculated by dividing the number of enrolled credits by fifteen (15).
    - iii. Enrollment in college classes over fifteen (15) college credits is limited to 1.0 FTE.
    - iv. Enrollment in state approved vocation college level classes and taught by a certified vocation instructor can be claimed for enhanced vocational funding as a vocational FTE.
  - b. For below 100 level classes,
    - i. The student's FTE is based on the Program total planned hours of instruction. Provided that the Program's annual calendar shows at least nine hundred (900) total planned hours of instruction, a student enrolled in a below 100 level class, can be claimed as a 1.0 FTE.

344 ii. After claiming a student's below 100 level class enrollment for three months, a  
345 student must show academic progress by either earning an indicator of academic  
346 progress identified in WAC 392-700-015(14) or a credential identified in WAC 392-  
347 700-015(11).

348 iii. Enrollment in below 100 level classes cannot be claimed for enhanced vocational  
349 funding.

350  
351 2. The Program standard reimbursement rates are the statewide average annual non-  
352 vocational and vocational rates as determined by OSPI pursuant WAC 392-169-095.

353  
354 3. Distribution of funding will be as follows:

355 a. The District will retain seven (7) percent of the basic education allocation

356 b. The College will receive ninety-three (93) percent of the basic education allocation.

357  
358 c. By October 1, the District shall provide a written schedule to the College identifying the  
359 dates that the College shall submit invoices for reimbursement to the District. Invoices will  
360 correlate to the enrollment reported monthly on the P223-1418 form submitted by the  
361 College to the District. The District shall remit payment within thirty (30) days of the receipt  
362 of an invoice, except for the final payment for the year which will be made by October 31.  
363 Payment will be contingent upon the College's submittal of all required reports as defined  
364 in Section L.3.  
365  
366

367  
368 4. The District may report and retain Special Education funding from OSPI for eligible students  
369 receiving special education services.

370  
371 5. The Program may provide transportation for students but additional funds are not generated  
372 or provided.

373 6. Program students enrolled in a state-approved K-12 transitional bilingual instructional  
374 program pursuant to WAC 392-160 can be claimed by the District for bilingual enhanced  
375 funding. Funding may retained by the district if the district is providing the services or passed  
376 through to the college if the college is providing the services.  
377

## 378 **L. Required Documentation and Reporting.**

379  
380 1. Student Documentation:

381 a. The Program shall maintain student documentation to support eligibility as specified in  
382 Section C. and enrollment as specified in Section J.

383 b. The Program shall, on behalf of the District, request school records for each student from  
384 the last school they attended.

385 c. The Program shall maintain documentation of case management, student assessment,  
386 basic skills gains, attainments of credentials, earned indicator of academic progress, and  
387 award of credit.

388  
389 d. The Program will comply with all state and federal laws related to the privacy, sharing, and  
390  
391  
392

393 retention of student records.  
394  
395 e. Access to all student records will be provided in accordance with the Family Educational  
396 Rights and Privacy Act (FERPA).  
397

398 2. Monthly Student Reporting:  
399

400 a. The District will ensure that all required Program student information is reported in the  
401 student information system; and in CEDARS in accordance with OSPI's standard  
402 procedures.  
403

404 b. The District will work with the College to determine whether District or the Program staff  
405 will be responsible for performing required data entry following OSPI's standard  
406 procedures for all Reengagement Programs.  
407

408 i. If the Program is responsible for data entry, the District will provide access to the  
409 student information system, as well as, training and technical assistance.

410 ii. If the District is responsible for data entry, the District will define the data elements  
411 the Program must provide for each student, as well as, the format and required  
412 reporting dates for the submission of data.  
413

414 3. Annual Reporting:  
415

416 a. The College will prepare and submit an annual performance report to the District no later  
417 than October 1st.

418 b. The District will review and submit the annual performance report to OSPI no later than  
419 November 1st.  
420

421 c. The annual report will include the following:  
422

423 i. Program's total number of students by gender, age, and race/ethnicity who were  
424 enrolled, who were dismissed by the Program, and who voluntarily withdrew.

425 ii. Program's total number of students by gender, age, race/ethnicity, and credential type  
426 who earned a credential as defined in WAC 392-700-015(10).

427 iii. Program's total number of students by gender, age, race/ethnicity, and indicator of  
428 academic progress types who attained an indicator of academic progress as defined in  
429 WAC 392-700-015(14). For high school and college credit, detail the subject area.  
430

431 iv. Total number of instructional staff assigned to the Program.  
432

432 **M. District Administrative Responsibilities.**  
433

434 1. Upon OSPI's determination that this Scope of Work contains approved standard language  
435 that delineates responsibility for all the required elements of a Reengagement Program as  
436 outlined in RCW 28A.175.100, and WAC Chapter 392-700, OSPI will assign a code to be  
437 used by the District, the College, and OSPI to exclusively identify the Program. The District  
438 will use this code in its student information system and in Comprehensive Education Data  
439 and Research System (CEDARS) to identify all students enrolled in the Program.  
440

441 2. The District will work cooperatively with the College to implement this Scope of Work and to



442 ensure that quality reengagement services are provided in accordance with WAC 392-700.  
443  
444 3. The District will designate a primary contact person to work with the College in implementing  
445 this Scope of Work and to provide oversight and technical assistance.  
446

447 **N. Longitudinal Performance Goals.**  
448

- 449 1. Longitudinal performance data for the Program and the statewide reengagement system as  
450 a whole will be reported through the Washington’s P-20 (pre-school to post-secondary and  
451 workforce) longitudinal data system, the Education Research and Data Center (ERDC).  
452
- 453 2. The District will work with the College to collect and report student data requested by the  
454 ERDC in order to accomplish the longitudinal follow-up of reengagement students.  
455 Specifically, the following unique identifier data points will be collected, to the extent  
456 possible, by the Program, reported by the College, and verified by the District, for each  
457 enrolled reengagement student:
  - 458 a. Full legal name.
  - 459 b. Birth date.
  - 460 c. State student identifier number (SSID).
  - 461 d. Social security number.
  - 462 e. College student identification number (SID), if applicable.
- 463 3. While Program students will be encouraged to provide the data needed for longitudinal  
464 follow-up, the Program will ensure that a student’s unwillingness or inability to provide the  
465 requested data will not be a barrier to enrollment.  
466  
467  
468

469 **O. Records.**  
470

471 All operations of, and accounting by, either party pertaining to this Scope of Work shall be open  
472 to the inspection of either party.  
473

474 **P. Indemnification.**  
475

476 As part of the terms of this Scope of Work, each party shall each be responsible for the  
477 consequences of any act or failure to act on the part of itself, its directors, employees, and its  
478 agents. Each party shall be responsible for its own negligence, and neither party shall indemnify  
479 or hold the other party harmless; neither party assumes responsibility to the other party for its  
480 consequences of any act or omission of any person, firm or corporation not party to this Scope  
481 of Work. In the event of fiscal recapture due to inconsistencies or misinterpretation of law, both  
482 parties agree to collaboratively address the issue or issues and seek a collaborative solution.  
483

484 **Q. Applicable Law.**  
485

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

- 491  
492 1. Applicable state and federal statutes and rules.  
493  
494 2. Statement of work herein.  
495  
496 3. Any other provisions of the Scope of Work, including materials incorporated by reference.  
497

498 **R. No Separate Entity Created.**  
499

500 No separate legal or administrative entity is intended by this Scope of Work.  
501  
502

503 **S. Amendment and Waiver.**  
504

505 This approved Scope of Work may be waived, changed, modified, or amended only in  
506 writing by authorized individuals of both parties. If any provision of the Scope of Work shall  
507 be deemed in conflict with any statute or rule of law, such provision shall be modified to be  
508 in conformance with said statute or rule of law.  
509

510 **T. Entire Agreement.**  
511

512 This Scope of Work constitutes the entire agreement of the parties and supersedes any  
513 previous written or oral Scope of Works. Any other Scope of Work, representation, or  
514 understanding, verbal or otherwise, relating to the services of College and the District, or  
515 otherwise dealing in any manner with the subject matter of this Scope of Work, is hereby  
516 deemed to be null and void and of no force and effect whatsoever.  
517

518  
519 **Scope of Work for Open Doors [1418] Youth Reengagement Program**  
520

521 \_\_\_\_\_  
522 District Superintendent or Designee (print name)  
523

524  
525 \_\_\_\_\_  
526 Signature

527 \_\_\_\_\_  
528 Date

529 \_\_\_\_\_  
530 College Program Administrator (print name)  
531

532  
533 \_\_\_\_\_  
534 Signature

535 \_\_\_\_\_  
536 Date

537 \_\_\_\_\_  
538 OSPI Open Doors [1418] Program Administrator (print name)  
539 \_\_\_\_\_

540 Signature Date

541

542

543 \_\_\_\_\_

544 OSPI Assistant Superintendent (print name)

545

546

547 \_\_\_\_\_

548 Signature Date

549