



TO: BOARD OF DIRECTORS

FROM: DAN JOHNSTON, DIRECTOR OF ASSESSMENT AND TECHNOLOGY

SUBJECT: Open Doors Contract with Northwest ESD 189

DATE: June 16, 2020

TYPE: ACTION REQUIRED

The Stanwood-Camano School District (SCSD) entered into a partnership with Educational Service District (ESD) 189 to provide a drop-out recovery program known as Open Doors beginning in the 2017-2018 school year. The program was successfully implemented and has resulted in many students attaining either their GED or Diploma over the past two years.

Open Doors is housed within the SCSD at Port Susan Middle School, but is primarily operated by ESD 189. As part of the agreement, SCSD receives apportionment from the state for these students and passes on 95% of the funds to ESD 189 as they incur the vast majority of the expenses.

As with the 19/20 school year, the ESD is not able to completely sustain this program financially. Just as we did in 19/20 the proposed contract includes SCSD agreeing to fund costs that are above and beyond those funded by the state apportionment. The actual amount of this agreement will vary based on average enrollment in the program. If enrollment continues at its current level, we project a district expense of approximately \$57,000, which is close to the approximated District cost for the 19/20 school year. If enrollment increases to an average of 28 students, we expect the cost to be approximately zero.

I have attached a copy of the proposed contract for the board's review.

Recommendation:

**We recommend the board *move to approve the contract between Northwest Educational Service District 189 and the Stanwood-Camano School District regarding the Open Doors program for the 2020-2021 school year.***

1 **SCOPE OF WORK Agreement related to the operation of**  
2 **an Open Doors [1418] Youth Reengagement Program**  
3 **(included with Contract 2021-5971-001)**  
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5 Northwest Educational Service District 189 (NWESD)  
6 (hereinafter referred to as Consortium Lead Educational Agency-LEA)  
7

8 AND  
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10 Stanwood-Camano School District  
11 (hereinafter referred to as District)  
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13 **A. Purpose.**  
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15 It shall be the purpose of this Scope of Work to:

- 17 1. Support the statewide dropout reengagement system as defined in RCW 28A.175.100
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- 19 2. Comply with requirements outlined in WAC 392-700 to provide education opportunities for  
20 eligible students enrolled in the Stanwood-Camano Open Doors [1418] Youth  
21 Reengagement Program (hereinafter referred to as Program) operated by the Consortium  
22 LEA.
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24 \* **NOTE:** *The language in this Scope of Work is based on WAC and RCW as of September*  
25 *2018. The College, District and Program will comply with any WAC or RCW modifications.*  
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27 **B. Duration of Scope of Work.**  
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29 This agreement will be in effect from September 1, 2020 through August 31, 2021.

30 Or

31 This Scope of Work will be in effect from September 1, 2020 and shall automatically renew  
32 annually until either party notifies the other in writing of their intent to not renew. Notification shall  
33 occur, at minimum, 60 days prior to termination of the agreement.  
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35 The Office of Superintendent of Public Instruction's (OSPI) will be responsible for notifying the  
36 Consortium LE., District, and Program when they are required to be reapproved and of the re-  
37 approval process. The Consortium LEA and District are responsible for notifying OSPI if they  
38 decide to discontinue the Program. OSPI will examine a minimum of two years of data in the re-  
39 approval process  
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41 **C. Student Eligibility.**  
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- 43 1. Pursuant to WAC 392-700-035, youth are eligible for enrolling in an Open Doors [1418]  
44 youth reengagement program when they meet the following criteria:  
45
  - 46 a. Under twenty-one (21) years of age, but at least sixteen (16) years of age, as of as of  
47 September 1,
  - 48 b. Has not yet met high school graduation requirements,
  - 49 c. Has been found to be credit deficient pursuant to WAC 392-700-035(c)

50 Has been found to be credit deficient pursuant to WAC 392-700-035(c):

51 (c) At the time the student enrolls, is significantly behind in credits based on the student's  
52 cohort graduation date. The cohort graduation date is established as the end of the fourth  
53 school year after a student first enrolls in the ninth grade.

54 (i) A student who is more than twenty-four months from their cohort graduation date and has  
55 earned less than sixty-five percent of the high school credits expected to be earned by their  
56 cohort or has a ratio of earned credits to attempted credits that is less than sixty-five  
57 percent. A cohort is the group of students that enter the ninth grade in the same school year;

58 (ii) A student who is between twelve and twenty-four months from their cohort graduation  
59 date and has earned less than seventy percent of the high school credits expected to be  
60 earned by their cohort or has a ratio of earned credits to attempted credits that is less than  
61 seventy percent;

62 (iii) A student who is less than twelve months from their cohort graduation date or who has  
63 passed their cohort graduation date by less than twelve months and has earned less than  
64 seventy-five percent of the high school credits expected to be earned by their cohort or has  
65 a ratio of earned credits to attempted credits that is less than seventy-five percent;

66 (iv) A student who is passed their cohort graduation date by twelve months or more and has  
67 not met their district, tribal compact school, or charter school graduation requirements; or

68 (v) A student who has never attended the ninth grade and has earned zero high school  
69 credits.

- 70
- 71 d. If determined not to be credit deficient as outlined in WAC 392-700-035(c), has been  
72 recommended for enrollment by case managers from the Department of Social and Health  
73 Services (DSHS), the juvenile justice system, district approved school personnel, or staff  
74 from community agencies which provide educational advocacy services.

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- 76
- 77 2. Additionally, prior to enrollment in the Program, all students must:

- 78
- 79 a. Have been withdrawn from their last high school, AND  
80 b. Have been released from their resident district and accepted by the District, if the District  
81 is not the student's resident district.

- 82
- 83 3. Once determined eligible for reengagement programming, a student will retain eligibility,  
84 regardless of breaks in enrollment, until the student does one of the following:

- 85
- 86 a. Earns a high school diploma. NOTE: Students who earn their General Educational  
87 Development (GED) retain their eligibility and may continue to participate in the  
88 Program.  
89 b. Earns an Associate Degree.  
90 c. Becomes ineligible because has turned age twenty-one (21) on or before September 1  
91 of a new school year.

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93 **D. Enrollment.**

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- 95 1. A student will be considered enrolled when he/she has:

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- 97 a. Met all eligibility criteria specified in Section C.  
98 b. Completed all steps of the application process established by the District and the  
99 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 (9<sup>th</sup>) grade level or higher shall generate credits that can be applied to high school diploma, and;
  - b. All instruction that is below the ninth (9<sup>th</sup>) 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 (9<sup>th</sup>) grade level or higher. (Reference RCW 392.121.107)
5. Each area of coursework, as specified in Sections E.1. and E.2., will have a course outline that specifies:
  - a. Identified instructional materials.
  - b. Specific intended learning outcomes.
  - c. Procedures and standards for determining attainment of learning outcomes.
  - d. Policy for grading and award of credit.
6. The Program may restrict or deny access into specific program elements if a student's academic performance or conduct does not meet established guidelines.

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7. The Consortium LEA will administer standardized tests within one (1) month of enrollment or secure test results from no more than six (6) months prior to enrollment in order to determine a student's initial math and reading level upon entering the Program. A commonly accepted standardized academic skills assessment tools will be used. All required assessments will be provided to the students free of charge.
8. The Consortium LEA will provide instruction, tuition, and required academic skills assessments at no cost to the students but may collect mandatory fees as established by the Program.
  - a. Consumable supplies, textbooks, and other materials that are retained by the student do not constitute tuition or a fee.
  - b. The Program will establish a waiver/scholarship process for qualifying students.
9. Instruction will be scheduled so that all enrolled students have the opportunity to attend and work with instructional staff during all the hours of the Program's standard instructional day.
10. All instructional staff will be assigned by the Consortium LEA but must meet the certification criteria set forth for instruction in Washington state (or if instruction is provided from a college, meet the college hiring criteria) and will have prior experience in working with at-risk youth and/or in providing individualized instruction.

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

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

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

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

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

#### 223 **H. Awarding of Credit.**

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225 In accordance with RCW 28A.175.100, high school credit will be awarded for all Consortium  
226 LEA coursework in which reengagement students are enrolled, including high school  
227 equivalency certificate preparation, in accordance with the following:  
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1. High school credit will be awarded for the Program instruction provided by the Consortium LEA in accordance WAC 392-700-137.
  2. The District will ensure that the process for awarding high school credits as described above is implemented as part of the District's policy regarding award of credits per WAC 180-51-050(5) and (6).
  3. Consortium LEA documentation related to the earned credits will be provided to the student and the District that will be responsible awarding of credits.

#### 239 **I. Statewide Student Assessment.**

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1. The District will work with the Consortium LEA to ensure that all reengagement students participate in the statewide student assessment and understand that this assessment, or an approved alternative, is a high school graduation requirement.
  2. The District will include reengagement students when calculating districtwide statistics in relation to the statewide assessments.

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

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

**K. Annual School Calendar.**

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

1. The school year begins on September 1<sup>st</sup> and ends on August 31<sup>st</sup>.
2. The Consortium LEA will provide the District with a calendar of school year prior to the beginning of the Program’s start date.
3. The school year calendar must meet the following criteria:
  - a. The specific planned days of instruction will be identified.
  - b. There must be a minimum of ten (10) instructional months.
4. The number of hours of instruction must meet the following criteria:
  - a. A standard instructional day may not exceed six (6) instructional hours per day even if instruction is provided for more than six (6) hours per day.
  - b. A standard instructional day may not be less than two (2) hours per day.
5. The Program’s total planned hours of instruction for the school year:
  - a. Is the sum of the hours of instruction for all instructional months of the Program’s school year.
  - b. Must have a minimum of one thousand (1,000) annual planned hours of instruction.

**L. Reporting of Student Enrollment.**

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

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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:

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).

**M. Funding and Reimbursement**

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:
  - 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.



- 345 d. The District shall remit payment within thirty (30) days of the receipt of an invoice,  
346 except for the final payment for the year which will be made by September 15th.  
347 Payment will be contingent upon the Consortium LEA's submittal of all required reports  
348 as defined in Section P.3.  
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- 350 2. The District may report and retain Special Education funding from OSPI for eligible students  
351 receiving special education services.  
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- 353 3. The Program may provide transportation for students, but additional funds are not  
354 generated or provided.  
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- 356 4. Reengagement students enrolled in a state-approved K-12 transitional bilingual instructional  
357 program pursuant to WAC 392-160 can be claimed by the District for bilingual enhanced  
358 funding.  
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#### 360 **N. Required Documentation and Reporting.**

361 The Program and District will maintain the following documentation and provide the following  
362 reporting pursuant to WAC 392-700-175.  
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##### 364 1. Student Documentation:

- 365
- 366 a. The Consortium LEA shall maintain student documentation to support eligibility as  
367 specified in Section C. and enrollment as specified in Section D.  
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- 369 b. The Consortium LEA shall, on behalf of the District, request school records for each  
370 student from the last school they attended.  
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- 372 c. The Consortium LEA shall maintain documentation of case management, student  
373 assessment, basic skills gains, attainments of credentials, earned measure of academic  
374 progress, and award of credit.  
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- 376 d. The Consortium LEA will comply with all state and federal laws related to the privacy,  
377 sharing, and retention of student records.  
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- 379 e. Access to all student records will be provided in accordance with the Family Educational  
380 Rights and Privacy Act (FERPA).  
381

##### 382 2. Monthly Student Reporting:

- 383 a. The District will ensure that all required Program student information is reported in the  
384 student information system; and in CEDARS in accordance with OSPI's standard  
385 procedures.  
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- 387 b. The Consortium LEA is also responsible for performing required data entry following  
388 OSPI's standard procedures for all Reengagement Programs as the owner of the R type  
389 school.  
390

##### 391 3. Annual Reporting:

- 392 a. The Consortium LEA will prepare and submit an annual performance report to the  
393 District no later than October 1<sup>st</sup>.

- 394 b. The District will review and submit the annual performance report to OSPI no later than  
395 November 1<sup>st</sup>.  
396 c. The annual report will include the following:  
397  
398 i. Program's total number of students by gender, age, and race/ethnicity who were  
399 enrolled, who were dismissed by the Program, and who voluntarily withdrew.  
400 ii. Program's total number of students by gender, age, race/ethnicity, and credential  
401 type who earned a credential as defined in WAC 392-700-015(10).  
402 iii. Program's total number of students by gender, age, race/ethnicity, and indicator of  
403 academic progress types who attained an indicator of academic progress as defined  
404 in WAC 392-700-015(14). For high school and college credit, detail the subject area.  
405 iv. Total number of instructional staff assigned to the Program.  
406

407 **O. District Administrative Responsibilities.**  
408

- 409 1. Upon Office of Superintendent of Public Instruction's (OSPI) determination that this Scope  
410 of Work contains approved standard language that delineates responsibility for all the  
411 required elements of a Reengagement Program as outlined in RCW 28A.175.100, and  
412 WAC 392-700, OSPI will assign a school code to be used by the District, the Consortium  
413 LEA, and OSPI to exclusively identify the Program. The District will use this code in its  
414 student information system and in Comprehensive Education Data and Research System  
415 (CEDARS) to identify all students enrolled in the Program.  
416  
417 2. The District will work cooperatively with the Consortium LEA to implement this Scope of  
418 Work and to ensure that quality reengagement services are provided in accordance with  
419 WAC 392-700.  
420  
421 3. The District will designate a primary contact person to work with the Consortium LEA in  
422 implementing this Scope of Work and to provide oversight and technical assistance.  
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424 **P. Longitudinal Performance Goals.**  
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- 426 1. Longitudinal performance data for the Program and the statewide reengagement system as  
427 a whole will be reported through the Washington's P-20 (pre-school to post-secondary and  
428 workforce) longitudinal data system, the Education Research and Data Center (ERDC).  
429  
430 2. The District will work with the Consortium LEA to collect and report student data requested  
431 by the ERDC in order to accomplish the longitudinal follow-up of reengagement students.  
432 Specifically, the following unique identifier data points will be collected, to the extent  
433 possible, by the Program, reported by the Consortium LEA, and verified by the District, for  
434 each enrolled reengagement student:  
435  
436 a. Full legal name.  
437 b. Birth date.  
438 c. State student identifier number (SSID).  
439 d. Social security number.  
440 e. College student identification number (SID), if applicable.  
441

442 3. While reengagement students will be encouraged to provide the data needed for  
443 longitudinal follow-up, the Program will ensure that a student's unwillingness or inability to  
444 provide the requested data will not be a barrier to enrollment.  
445

446 **Q. Records.**

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448 All operations of, and accounting by, either party pertaining to this Scope of Work shall be open  
449 to the inspection of either party.  
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451 **R. Indemnification.**

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

463  
464 This Scope of Work is entered into pursuant to and under authority granted by the laws of the  
465 state of Washington and any applicable federal laws. The provisions of this Scope of Work shall  
466 be construed to conform to those laws. In the event of any inconsistency in the terms of this  
467 Scope of Work, or between its terms and any applicable statute or rule, the consistency shall be  
468 resolved by giving precedence in the following order:  
469

- 470 1. Applicable state and federal statutes and rules.
- 471 2. Statement of work herein.
- 472 3. Any other provisions of the Scope of Work, including materials incorporated by  
473 reference.  
474

475 **T. No Separate Entity Created.**

476  
477 No separate legal or administrative entity is intended by this Scope of Work.  
478

479 **U. Amendment and Waiver.**

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

486 **V. Entire Agreement.**

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488 This Scope of Work constitutes the entire agreement of the parties and supersedes any  
489 previous written or oral Scope of Works. Any other Scope of Work, representation, or  
490 understanding, verbal or otherwise, relating to the services of Consortium LEA and the District,

491 or otherwise dealing in any manner with the subject matter of this Scope of Work, is hereby  
492 deemed to be null and void and of no force and effect whatsoever.  
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497 District Program Administrator (print name)  
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501 Signature Date  
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505 Consortium LEA Program Administrator (print name)  
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513 **Scope of Work for 1418 Reengagement Program Approved by OSPI:**  
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517 OSPI Reengagement Program Administrator  
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525 OSPI Assistant Superintendent  
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529 Signature Date  
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531 School Code assigned to this Program: \_\_\_\_\_ Qualification Code(s): \_\_\_\_\_  
532 \_\_\_\_\_

# CONTRACT

## BETWEEN

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

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

**(360) 299-4000**

**FAX (360) 299-4070**

**NWESD Account: 5971**

**AND Stanwood-Camano School District**

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

**26920 Pioneer Hwy**

**Address**

**Stanwood**

**WA**

**98292**

**City**

**State**

**Zip**

**Phone/FAX:**

**360-629-1200 / 360-629-1242**

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.

### II. RESPONSIBILITIES OF NWESD

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

1. Employ qualified teacher(s) who meet Open Doors standards.
2. Employ an Educational Advocate/teaching assistant.
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. Provide and oversee all instruction identified in the Scope of Work.
6. Administer standardized tests within one month of enrollment or secure test results from no more than six (6) months prior to enrollment in order to determine a student’s initial math and reading levels upon entering the Program.
7. Provide instruction, tuition, and required academic skills assessments at no cost to the students, with the understanding that NWESD may collect related fees as needed.
8. Schedule instruction so enrolled students have the opportunity to attend and work with instructional staff during the Program’s standard instructional day.
9. Assume responsibility for the provision of case management services to all enrolled students.
10. Restrict or deny access into specific program elements if NWESD determines a student’s academic performance or conduct does not meet established guidelines.
11. Provide the same accommodations to reengagement students under Section 504 of the 1973 *Rehabilitation Act*.
12. Comply with requirements of the school calendar stating that the school year begins in September and ends in August.
13. 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.

### III. RESPONSIBILITIES OF DISTRICT

In accordance with this Contract, the District shall:

1. Provide a confidential setting for day-to-day work and private group meetings.
2. Provide telephone and access to fax machine.
3. Provide ten (10) classroom computers with internet and printer access.
4. Provide access to relevant electronic student information to perform the program's duties
5. Provide adequate locking file cabinets to secure confidential information.
6. 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).
7. Work cooperatively with the NWESD to implement the Scope of Work and ensure quality reengagement services are provided in accordance with WAC 392-700.
8. 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).
9. Work with the Program to collect and report student data 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.

### IV. TERM OF THE CONTRACT

The start date of this Contract is the later of September 1, 2020 or the date that signatures have been obtained from both parties to the Contract. The end date of this Contract is August 31, 2021 unless mutually extended in writing by both parties. Termination is further specified in the Termination section of this Contract.

### V. CONTRACT OBLIGATION

For the performance of the work as set forth in the "Responsibilities of NWESD", the District shall pay an amount as follows:

#### Basic Education Program:

1. An amount not to exceed 95% of the basic education allotment for the program, as established by the legislature, for each Average Annual Full-time Equivalent (AAFTE). The rate per AAFTE at the time of contract signing is \$8,245.67 (eight thousand two hundred forty-five dollars and sixty-seven cents), which is 95% of the non-vocational basic educational allotment of \$8,679.65 (eight thousand six hundred seventy-nine dollars and sixty-five cents) for each non-vocational AAFTE.
2. Enhanced Education Program: In recognition of District's intent to provide a program that enhances the services beyond the basic education program (outlined in the Scope of Work Agreement related to the operation of an Open Doors (1418) Youth Reengagement Program between Northwest Educational Service District 189 and Stanwood-Camano School District attached to this Contract), payments in accordance with the following will be made:

Prior to the start of each year, NWESD will develop a proposed budget, comparing the amount anticipated to be received as apportionment based upon projected student enrollment (95% of the basic education allotment) with planned costs of the Program. The NWESD shall receive indirect costs of nine percent (9%) for administering this Program. Such budget will be provided to the District for review. Any and all program enhancements and associated costs beyond those funded by state apportionment will be billed to the District.

The NWESD will invoice in accordance with the following schedule:

1. Monthly; an amount for the basic education program based upon student enrollment and 95% of the basic education allotment.
2. Quarterly; a pro-rated amount for the enhanced educational program costs in excess of amounts received in A. above. Projected program costs will be adjusted based upon actual student enrollment and updated expenditure projections beginning with the second quarter billing.
3. Annually; an amount equal to the final costs incurred in excess of amounts received in A. and B. above. Final payment will be determined upon the close of all accounts for the school year, but no later than September 15th of the following year.

**VI. 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
2. The NWESD timely submits to the Client Fiscal Department satisfactory invoices detailing the services or goods rendered for requested payment.
3. 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.

**VII. CONTRACT MANAGERS:**

<b><u>NWESD Contract Manager</u></b>	<b><u>Client Contract Manager</u></b>
Name: Jodie DesBiens	Name: Dan Johnston
Address: 1601 R Avenue Anacortes, WA 98221	Address: 26920 Pioneer Hwy Stanwood, WA 98292
Phone: 360-299-4010	Phone: 360-629-1246
Fax: 360-299-4004	Fax:
Email: jdesbiens@nwesd.org	Email: djohnston@stanwood.wednet.edu

**VIII. 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.

**IX. 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. In the event that 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.

## **X. INDEMNIFICATION/HOLD HARMLESS**

The Client indemnifies and shall defend and hold the NWESD, its employees, agents and representatives, harmless from and against all third-party claims, actions, liens, suits or proceedings asserted against the NWESD that are related to the Client's obligations or performance under this Contract. The Client shall timely reimburse the NWESD for all costs, expenses, damages, losses, liabilities or obligations, including reasonable attorney's fees, incurred by the NWESD as a result of such third-party claims, actions, liens, suits or proceedings.

## **XI. 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.

## **XII. 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.

## **XIII. ASSIGNMENT**

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

## **XIV. 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;
2. 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;
3. 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
4. After the termination of the Contract, the Client continues to use any of the NWESD's intellectual property.

## **XV. 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.

## **XVI. 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;



2. Injunctive relief without proof of actual damage and without posting a bond pending resolution by court action or arbitration;
3. 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;
4. Consequential and incidental damages to the NWESD from the Client's default; and
5. Recover reasonable attorneys' fees and costs for any arbitration or litigation brought to enforce the NWESD's rights under this Contract.

#### **XVII. 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.

#### **XVIII. 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.

#### **XIX. 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.

#### **XX. 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.

#### **XXI. 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.

#### **XXII. 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.

### **XXIII. 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.

### **XXIV. 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.

### **XXV. 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 the majority 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.

### **XXVI. 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.

### **XXVII. 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.

### **XXVIII. SUSPENSION AND DISBARMENT 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 into 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.

**XXIX. SIGNATURES/APPROVALS**

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

\_\_\_\_\_  
Larry Francois, Superintendent                      Date  
Northwest Educational Service District 189

\_\_\_\_\_  
Jean Shumate, Ed D., Superintendent                      Date  
Stanwood-Camano School District

Reviewed:

Program Manager \_\_\_\_\_

Fiscal \_\_\_\_\_

**PLEASE SIGN, DATE AND RETURN TWO ORIGINALS OF THIS CONTRACT TO:**

NWESD Contact Name: Jane Morgan  
Northwest Educational Service District 189  
1601 R Avenue  
Anacortes, WA 98221  
Contact Phone: 360-299-4066

A countersigned original will be returned.