

## Scope of Work

Graduation Alliance, Inc.

AND

Livonia Public Schools

(hereinafter referred to as District)

### A. Purpose.

It shall be the purpose of this Scope of Work (the "Agreement") to provide regular and vocational education opportunities for eligible students who are working toward course credits which can be converted to high school credits through the Student Reengagement Program (hereinafter referred to as Program) operated by Graduation Alliance.

### B. Duration of Scope of Work.

This Agreement will be in effect from the date of District signature on this Agreement (the "Effective Date") through August 31, 2016 and shall automatically renew for successive one (1) year terms unless either party notifies the other in writing not less than sixty (60) days prior to the expiration of the current term of its intention not to renew. Either party may choose not to renew this Agreement without cause for any reason.

### C. Eligibility.

1. Youth are eligible for reengagement programming when they meet the following criteria:
  - a) High-school age as of as of September 1, AND
  - b) Have not yet met high school graduation requirements
2. Once determined eligible for reengagement programming, a student will retain eligibility, regardless of breaks in enrollment, until the student does one of the following:
  - a) Earns a high school diploma. NOTE: Students who earn their General Educational Development (GED) retain their eligibility and may continue to participate in the Program.
  - b) Becomes ineligible because of age.

### D. Program Administration.

Graduation Alliance shall develop and deliver to District a Policy and Operations manual detailing the expectations for students, the instructional model, attendance policy, student services, and how program exceptions are managed. Modifications to the Policy and Operations Manual, if necessary, shall be made annually upon mutual agreement of the parties and re-submitted to the District prior to the start of subsequent School Years. District is responsible for gaining approval and adoption by the District's Board or other governing entity in advance of the start of the School Year as needed.

### E. Web Portal Configuration.

Graduation Alliance will provide the District with an Account Portal through which authorized District staff can monitor the program, including the enrollments, registrations, and progress of students in the program as a whole as well as for individual students. The Portal also includes records of courses students complete through the Program and Graduation Alliance transcripts which can be accessed by the high school registrar to certify that students have met the District's graduation requirements.

The Portal also allows Graduation Alliance to custom-configure proactive alerts and notifications delivered via email and/or text message about various system triggers, including student activity and progress.

### F. Enrollment.

1. A student will be considered enrolled when he/she has:
  - a) Met all eligibility criteria specified in Section C.

- b) Completed all steps of the application process established by the District and the Program.
- c) Been accepted for enrollment by the District.
- d) Been enrolled by the Program.

**G. Instruction.**

Graduation Alliance 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 may include:
  - a) Academic skills instruction appropriate to each student's skills levels and academic goals.
  - b) College readiness and work readiness preparation coursework.
  - c) Math, writing or reading remediation.
  - d) Subject specific high school credit recovery instruction.
  - e) English as a second language instruction.
  - f) Other coursework approved by the District, including cooperative work experience.
2. Instruction may not be limited to only those courses or subject areas in which students are deficient in high school credits.
3. The Program may restrict or deny access into specific program elements if a student's academic performance or conduct does not meet established guidelines.
4. Graduation Alliance will administer standardized tests in order to determine a student's initial math and reading level upon entering the Program. All required assessments will be provided to the students free of charge.
5. Graduation Alliance will provide instruction, tuition, and required academic skills assessments at no cost to the students.
6. Instruction will be scheduled so that all enrolled students have the opportunity to work with instructional staff during all the hours of the Program's standard instructional day.
7. All instructional staff will be assigned by Graduation Alliance and will have prior experience in working with at-risk youth and/or in providing individualized instruction.

**H. College and Career Transition Counseling**

Graduation Alliance shall provide a College and Career Transition Counselor (CCTC) to meet monthly, individually and/or one-on-one, with students within 5.0 credits of graduation. The CCTC shall meet weekly with active students within 2.0 credits of graduation. The CCTC will work directly with the District's designee to ensure proper coordination around high school completion activities.

**I. Academic Coaching and Tutoring**

Graduation Alliance provides each student enrolled in any Program an assigned Academic Coach. The Academic Coach is responsible for the initial introduction of the Program to the student, regular contact with the student via phone, email, SMS or IM to review progress and resolve issues and to provide support in case the student is having difficulties with the Program. Academic Coaches are available during normal business hours, Monday through Friday, excluding US holidays. Academic Coaches may also be available during non-standard hours and on weekends, at the Coach's sole discretion. The Academic Coach also maintains regular contact with the Local Advocates and the Program management team as they work to keep the student engaged and making progress.

Academic Coaches shall have appropriate background and relevant experience, and are required to successfully complete a criminal background check prior to any interaction with students. Graduation Alliance shall provide, or require that each Online Mentor maintain, appropriate levels of General Liability and Professional Errors and Omissions insurance coverage.

**J. Online Tutoring**

Graduation Alliance will provide unlimited access to online tutoring to students enrolled in the Program for courses in Math, Science, English and Social Studies. This tutoring is available 24/7 year-round (except Christmas Eve/Day,

Thanksgiving, and Independence Day), and is accessed through our student learning environment. Graduation Alliance reserves the right to limit or revoke access if a student's use is considered excessive in any two consecutive months or if student is found to be using the tutoring for purposes other than for direct participation Programs offered under this Agreement.

#### **K. Recruiting Services**

1. Graduation Alliance provides student Recruiting Services for this Program, including the establishment of a student recruiting team, setup and configuration of recruiting systems, and active recruiting of prospective students to join the Programs offered.
2. Within 5 business days of the Effective Date of this Agreement, The District shall provide a list of names and contact information (including but not limited to: child name, last known address, phone numbers, parent/guardian names, email address or other contact information on file in school records) of children who are eligible to enroll in the Program. Graduation Alliance will initiate contact to the students via phone, direct mail, face-to-face meetings, and/or "town hall" style information sessions to inform prospective students about the school's Program. After the Program's initial launch, the District's representative, as defined in the Policy and Operations Manual, shall provide names and contact information of newly eligible students to Graduation Alliance as soon as the students become eligible, and in no event less frequently than quarterly. All prospective students whose contact information is provided by the District according to the terms in this paragraph shall be considered "District Referrals".
3. Graduation Alliance may recruit prospective students who are not District Referrals, however Graduation Alliance shall not enroll any students who are not District Referrals without prior approval by District. Regardless of referral source, Graduation Alliance shall only enroll students within recruiting periods that are aligned with the specified Count Dates, unless otherwise directed by the District.
4. Recruiters shall be employees or contracted service providers of Graduation Alliance. Recruiters shall have appropriate background and relevant experience, and are required to successfully complete a criminal background check prior to any interaction with students enrolled in any Program.

#### **L. Case Management and Student Support.**

Graduation Alliance will be responsible for the provision of case management services to all enrolled students in accordance with the following:

1. Case management staff (also known as "Student Advocates") will be assigned to the Program to provide accessible, consistent support to students, as well as career guidance information, employment assistance or referrals.
2. Program staff will meet with each eligible student at a minimum monthly to assess progress toward coursework completion and mitigate barriers.
3. 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.
4. Graduation Alliance 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.
5. All Student Advocates will be retained by Graduation Alliance and will have at least a Bachelor 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.
6. For all Local Advocates who regularly and continuously work in physical proximity to students enrolled in a program covered by this Agreement, Graduation Alliance shall request on behalf of Customer a criminal history check through the Michigan State Police, as well as a criminal records check through the Federal Bureau of Investigation (collectively referred to as the "Report"). Graduation Alliance shall obtain from each such Local Advocate written consent, as necessary, for the Report to be delivered to and reviewed by Graduation Alliance. The Report provided by the Michigan State Police shall be retained in the Local Advocate's records and shall not be used or disclosed except as would be permitted under MCL 380.1230 and 380.1230a.
7. Graduation Alliance shall review the Report and Graduation Alliance agrees that it shall not assign any Local Advocates to perform any services under this Agreement if such person has been convicted of any of the following offenses:
  - A. Any "listed offense" as defined under Section 2 of the Sex Offenders Registration Act, MCL 28.722; or

- B. Any offense enumerated in Sections 1535a or 1539b of the Code, MCL 380.1535a; 380.1539b; or
  - C. Any felony; or
  - D. Any misdemeanor conviction involving sexual or physical abuse as those terms are defined in Sections 1230(10) and 1230a(8) of the Code.
  - E. Any offense of a substantially similar enactment (to those enumerated in paragraphs A-D, above) of the United States or another State; or
  - F. Any other offense except a misdemeanor traffic offense.
8. Customer reserves the right to refuse Graduation Alliance's assignment of any Local Advocates to render Services under this Agreement where the Report (including any pending criminal charges) indicates, in the judgment of Customer's Board, unfitness to perform Services under this Agreement. In the event that, after assigning a Local Advocate to perform services under this Agreement, Graduation Alliance discovers previously unknown criminal record history or subsequently arising criminal charges or convictions regarding the individual, and Graduation Alliance determines notwithstanding this criminal record history or development that it wishes to continue to assign the individual to render Services under this Agreement, Graduation Alliance shall disclose this criminal record history or development to Customer's Board to permit Customer's Board to determine, in its judgment, the continuing fitness of the individual to perform Services under this Agreement.
9. If Graduation Alliance determines that it is necessary to hire or contract with a Local Advocate without first receiving the Report for such Local Advocate, Graduation Alliance shall request approval from Customer to conditionally allow the Local Advocate to regularly and continuously work in physical proximity to students enrolled in a program covered under this Agreement if: (i) Graduation Alliance has requested the Report on behalf of the Customer before the individual is conditionally assigned to perform services under this Agreement; and (ii) such Local Advocate executes a written statement (in compliance with the MDE model form statement) identifying all crimes for which he or she has been convicted, if any, and Graduation Alliance agrees that if the Report for such Local Advocate identifies any inconsistencies between such Local Advocate's written statement and the Report, that individual shall not be assigned to perform services under this Agreement and Graduation Alliance may terminate such Local Advocate's employment or professional services contract immediately.
10. Graduation Alliance shall be responsible for the costs associated with the criminal history checks and criminal records checks required pursuant to the terms of this Agreement.

**M. Hardware and Internet Connectivity**

- 1. If requested by the student, Graduation Alliance will provide laptop computers necessary to complete Services offered in this Agreement. Computers shall be offered on a case-by-case basis for specified students' use during the period students are enrolled in the Program. Laptops will be released to students after a Financial Responsibility Form has been signed by the student's legal guardian. Parents/Guardians will be financially responsible for damage/theft to the laptop, or for failure to return the laptop if the student leaves, removed from or no longer eligible to participate in the Program.
- 2. Graduation Alliance will provide internet capability based upon commercially-available services offered in the District's geographic region. Internet connectivity is offered on a monthly basis, and the service provider selected is at the sole discretion of Graduation Alliance. Internet connectivity may be revoked if enrolled student violates either Graduation Alliance's Terms and Conditions, or the Student Honor Code accepted by the student at the start of enrollment in a Program.

**N. District Administrative Responsibilities.**

- 1. The District will work cooperatively with Graduation Alliance to implement this Scope of Work and to ensure that quality reengagement services are provided.
- 2. The District will designate a primary contact person to work with Graduation Alliance in implementing this Scope of Work and to provide oversight and technical assistance.

**O. Statewide Student Assessment.**

- 1. The District will work with Graduation Alliance to ensure that all reengagement students have the opportunity to participate in the statewide student assessment.

**P. Provision of Special Education.**

1. The District will be responsible for the provision of special education services to any enrolled reengagement student who qualifies for special education in accordance with all state and federal law. Graduation Alliance shall provide common Special Education accommodations at the direction of the District and after evaluation of the student's current IEP.
2. The District may delegate the following responsibilities to Graduation Alliance:
  - a) Request of student special education records.
  - b) Determination of whether the student or the student's parents wish to request a waiver of special education services.

**Q. Provision of Section 504 Accommodation Plan.**

The District will provide the same accommodations to reengagement students under Section 504 of the 1973 Rehabilitation Act as it provides to all students otherwise enrolled in the District. Graduation Alliance shall provide common Section 504 accommodations at the direction of the District and after evaluation of the student's current 504 Plan.

**R. Award of Credit.**

High school credit will be awarded for all Graduation Alliance coursework in which reengagement students are enrolled in accordance with the following:

1. High school credit will be awarded for the Program instruction provided by Graduation Alliance.
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 state statute and state department of education rules and policies.
3. Graduation Alliance documentation related to the earned credits will be provided to the student and the District.

**S. Annual School Calendar.**

1. The school year begins in September 1<sup>st</sup> and ends on August 31<sup>st</sup> of the following year.

**T. Reporting of Student Enrollment.**

1. The following requirements must be met for any student to be considered eligible for monthly billing under this Agreement:
  - a) Met the eligibility criteria as specified in Section C.
  - b) Met the enrollment criteria as specified in Section F.
  - c) Attained monthly Satisfactory Progress in the prior month based upon criteria defined in the Program Policy and Operations Manual.
2. Enrollment will be reported to the District on a monthly basis in accordance with the following:
  - a) Enrollment is based on the number of students enrolled on the first school day of the month.
  - b) Graduation Alliance shall submit by the fifth (5<sup>th</sup>) business day of each month data to District detailing those students who are eligible for monthly billing.

**U. Funding and Reimbursement.**

1. The Program standard reimbursement rates from District to Graduation Alliance are \$550 per student per month for those students achieving the criteria defined in Section T.1 above.
2. The District shall remit payment within fifteen (15) days of the receipt of an invoice.
3. Graduation Alliance will not charge the District for any student who does not meet the requirements specified in Section T.1 above.

**V. Termination.**

If District chooses not to renew this Agreement per Section B above, and students are still active in the Program upon notifying Graduation Alliance of its intention not to renew, the District shall be responsible for the following:

1. Offering a substantially similar program to active students.
2. Obtaining a signed Transfer Consent from Student (or if Student is under the age of 18 as of the expiration date of this agreement, a signed consent from the Student's parent or legal guardian) authorizing the transfer.
3. Transferring active students to the substantially similar program.
4. Signed Transfer Consents must be presented to Graduation Alliance within 30 days of notification of District's intention not to renew this Agreement.
5. If District cannot secure signed Transfer Consents for any active student within the 30 day period, this Agreement remains in full force and effect for that active student and District agrees to delay its intention to not renew until terms in this Section V are met for all active students.

**W. Required Documentation and Reporting.**

1. Student Documentation:
  - a) Graduation Alliance shall maintain student documentation to support eligibility as specified in Section C and enrollment as specified in Section F.
  - b) Graduation Alliance shall, on behalf of the District, request school records for each student from the last school they attended.
  - c) Graduation Alliance shall maintain documentation of case management, student assessment, basic skills gains, monthly progress evaluations, and award of credit.
  - d) Graduation Alliance will comply with all state and federal laws related to the privacy, sharing, and retention of student records.
  - e) Access to all student records will be provided in accordance with the Family Educational Rights and Privacy Act (FERPA).
2. Reporting of Student Data:
  - a) The District will ensure that all required Program student information is reported in the student information system; and in accordance with District and state standard procedures.
  - b) The District will work with Graduation Alliance to determine whether District or the Program staff will be responsible for performing required data entry following the state's standard procedures for all Reengagement Programs.
  - c) If the Program is responsible for data entry, the District will provide access to the student information system, as well as, training and technical assistance.
  - d) If the District is responsible for data entry, the District will define the data elements the Program must provide for each student, as well as, the format and required reporting dates for the submission of data.
3. Annual Reporting
  - a) Graduation Alliance will prepare and submit an annual performance report to the District no later than September 1st.

**X. Indemnification.**

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

**Y. Liability Cap.**

Except for Graduation Alliance's confidentiality obligations, in no event shall the aggregate liability of Graduation Alliance, if any, including liability arising out of contract, negligence, strict liability in tort or warranty, or otherwise, shall not exceed the total of fees payable by Customer for the six (6) periods immediately preceding the claim for such liability.

**Z. Applicable Law.**

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

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

**AA. No Separate Entity Created.**

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

**BB. Amendment and Waiver.**

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

**CC. Entire Agreement.**

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

*<<signature page follows>>*

---

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed below.

Graduation Alliance, Inc.

Livonia Public Schools

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

("Effective Date")

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_