

INTERLOCAL AGREEMENT for 2024 and 2025 School Years
Assessment Agreement of
Required State Testing

INTERLOCAL AGREEMENT

BETWEEN

Edmonds School District
(Resident School District)

AND

Virtual Prep Academy of WA
Starbuck School District
(Online/Nonresident School District)

This Agreement is made and entered into between Edmonds School District, hereinafter referred to as “the Resident District”, and Virtual Prep Academy of WA, hereinafter referred to as “the Online/Nonresident District”, and is issued pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW.

PURPOSE

The purpose of this Agreement is to provide an opportunity for the Online/Nonresident District to provide access to the required annual state testing and any other state assessments provided by law to its nonresident students. Under this Agreement, the Resident District will provide assessment testing to the Online/Nonresident District’s eligible nonresident students.

STATEMENT OF WORK

The Resident School District shall furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for or incidental to the performance of the work set forth in Attachment “A” attached hereto and incorporated herein.

PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on September 1, 2024, and be completed on August 31, 2025, unless terminated sooner as provided herein.

PAYMENT

Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34.130. The parties have estimated that the cost of accomplishing the work herein will not exceed the prices set forth in the pricing schedule established in Attachment “A”. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount prior to the commencement of any work which will cause the maximum payment to be exceeded.

BILLING PROCEDURE

The Resident District shall submit an invoice to the Online/Nonresident District. Payment to the Resident District for approved and completed work will be made by warrant or account transfer by the Online/Nonresident District within 30 days of receipt of the invoice. Upon expiration of the contract, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

RECORDS MAINTENANCE

The parties to this contract shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, contract terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

TERMINATION FOR CONVENIENCE

Either party may terminate this Agreement upon 30 days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

GOVERNANCE

This contract is entered into pursuant to and under the authority granted by the laws of the State of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a) applicable state and federal statutes and rules;
- b) statement of work; and
- c) any other provisions of the Agreement, including materials incorporated by reference.

INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

RESPONSIBILITIES OF PARTIES

Each party to this Agreement hereby assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omissions on the part of itself, its employees, its officers, and its agents. Neither party assumes any responsibility to the other party for the consequences of any claim, act, or omission of any person, agency, firm, or corporation not a part of this Agreement.

AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

CONTRACT MANAGEMENT

The contract manager for each party shall be responsible for and shall be the contact person for all communications and billings in regarding the performance of this Agreement. Each party shall notify the other, in writing, when there is a new Contract Manager assigned to this Agreement.

The Program Manager for the Resident District is Jason Aillaud, Executive Director of Student Learning, 20420 68th Avenue West, Lynnwood, WA 98036, 425.431.7353, aillaudj@edmonds.wednet.edu.

The Program Manager for the Online/Nonresident Cherita Lueck, ELL Instructor, clueck@vprepwa.org 509-241-8112

IN WITNESS WHEREOF, the parties have executed this Agreement.

Virtual Prep Academy of WA, Starbuck School District		Edmonds School District		Edmonds School District
Signature and Date		Signature and Date		Signature and Date
Amy Miller		Jason Aillaud		Lydia Sellie
Print Name		Print Name		Print Name
Superintendent of Other District		Executive Director of Student Learning		Executive Director of Business Services
Title		Title		Title

Attachment A
STATEMENT OF WORK

Resident and Online/Nonresident School Districts must complete parts A through H of this Statement of Work, providing an appropriate level of specificity agreed to by both parties.

A. ESTABLISH TESTING DATES, TIMES, AND LOCATIONS:

- a. The nonresident district will determine which students should test and which tests should be administered each school year and communicate that to the resident district each school year.
- b. The resident district will establish testing dates, times, and locations and communicate this with the nonresident district.
- c. The nonresident district will communicate this information to testing families.
- d. The resident district will invoice the nonresident district after testing has been completed.

B. COORDINATE REGISTRATION OF STUDENTS, INCLUDING THOSE STUDENTS REQUIRING ACCOMMODATIONS PER IEP OR 504 PLAN

- a. The nonresident district will make sure student record is in TIDE.
- b. The nonresident district will assign any accessibility features the student needs in TIDE and communicate to the resident district.
- c. The resident district will confirm available testing sites – building names, addresses.
- d. Nonresident district will notify resident district if there are new enrollees needing to test.
- e. Nonresident district will notify resident district if there are students that withdraw. (See section H for withdrawal costs.)

C. ADMINISTERING TEST

- a. Nonresident district to provide resident district with test ticket; for paper/pencil tests, provide resident district with student pre-ID labels for test booklets.
- b. Resident district to notify nonresident district of student attendance after testing.
- c. Resident district testing coordinator: Wendy Sinclair
Email: sinclairw@edmonds.wednet.edu Phone: (425)432-7303
- d. Resident district will administer state testing, secure testing materials, and return testing materials to OSPI.

D. PLAN FOR STUDENTS REQUIRING ACCOMMODATIONS.

- a. Notify resident district of student accommodations or supports needed for testing.

E. DETERMINE COMMUNICATION PLAN WITH ONLINE SCHOOL PARENTS AND STUDENTS.

- a. Nonresident district to notify families of the requirement to participate in state assessments.
- b. Nonresident district to communicate with students/families regarding testing information obtained from their resident district.
- c. Communicate with students/families regarding testing information obtained from their resident district.

F. DETERMINE TRANSPORTATION REQUIREMENTS, INCLUDING DATES, TIMES AND LOCATIONS.

The nonresident district is responsible for arranging for transportation to and from the testing school.

G. ESTABLISH PRICE PER STUDENT

- a. \$150 per student, per content area (listed below) where no special support or accommodations are required.
- b. \$200 per student, per content area with accommodations, at cost for significant accommodations (one-on-one).
- c. Content areas include:
 - i. WIDA Screener – for ML screening
 - ii. WIDA Annual – required for all LEP students.
 - iii. SBA ELA
 - iv. SBA Math
 - v. WCAS
 - vi. WA-AIM (*always one-on-one testing with significant accommodations*)

H. ESTABLISH COST VARIANCE FOR NO-SHOWS OR UNSCHEDULED OR NEWLY ENROLLED STUDENTS.

Change in enrollment of online students 30 days prior to scheduled testing:

- No charge for withdrawal and at cost (see G above) for additions 10 calendar days or prior.
- Cancellation 9 days prior to testing or no-show on day of testing: 100% of cost (see G above).
- Cancellation fee will be waived for tests that are scheduled within one week of testing dates.

NOTE: Unless otherwise addressed in this Agreement, the responsibility for the student remains with the Online/Nonresident School District.