

**INTERAGENCY AGREEMENT  
BETWEEN  
WASHINGTON STATE UNIVERSITY  
AND  
PASCHAL SHERMAN INDIAN SCHOOL**

**THIS INTERAGENCY AGREEMENT** (the "Agreement") is by and between Washington State University, an institution of higher education and agency of the state of Washington (hereafter referred to as "WSU"), and the Paschal Sherman Indian School, a sovereign nation located in Omak, Washington (hereafter referred to as "Paschal Sherman").

**IT IS THE PURPOSE OF THIS AGREEMENT** to memorialize the terms and conditions under which Paschal Sherman will provide services and staff and otherwise do all things necessary for or incidental to the performance of work as set forth below.

NOW, THEREFORE, the parties agree as follows:

**I. STATEMENT OF WORK**

Paschal Sherman will select a Tribal employee to serve as liaison with WSU on the grant initiative *Culturally Responsive Indigenous Science (CRIS): Connecting Land, Language, and Culture for Indigenous STEM (ISTEM) Education*.

Duties of Paschal Sherman:

- Attend all meetings, retreats, and perform other duties as necessary.
- Communicate with participating teachers, tribal department staff, and University partners as needed in person, video conference, on the phone and in writing.
- Provide school staff and university collaborators with information regarding each site visit and scheduled tasks.
- Compose written communication regarding each site visit, including summary notes and action items.
- Coordinate and arrange logistics for each site visit.
- Establish and maintain records relating to grant operations at assigned school.
- Support research staff in data collection logistics.
- Assist in the planning of student field trips at the WSU Pullman campus.

**II. PERIOD OF PERFORMANCE**

Subject to its other provisions, the period of performance of this Agreement shall commence on April 1, 2018, and be completed on August 31, 2021, unless terminated sooner as provided herein.

### **III. 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 quarterly cost of accomplishing the work will not exceed \$3,750. 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.

### **IV. BILLING PROCEDURES**

Paschal Sherman shall submit invoices to WSU on a quarterly basis. WSU shall pay \$3,750 for all approved and completed work by warrant or account transfer within thirty (30) days of invoicing.

Invoices shall be submitted to:

Washington State University  
Attn: Patty Iulo  
PO Box 642132  
Pullman, WA 99164-2132  
patiulo@wsu.edu

### **V. RECORDS MAINTENANCE**

The parties to this Agreement 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 year 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.

### **VI. RIGHTS IN DATA**

Unless otherwise provided, any data that originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by WSU.

Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

## **VII. 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.

## **VIII. MODIFICATION**

This Agreement may be modified or 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.

## **IX. TERMINATION**

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. Under this section or the following section, if the parties choose to partially or completely terminate this Agreement, the parties shall either mutually agree how any property involved shall be disposed of. If they are unable to do so, they shall submit the dispute to the Dispute Panel provided for in Section XI.

## **X. 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 fifteen (15) working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved part to the other. See Section IX for the provisions for disposition of property upon the partial or complete termination of this Agreement.

## **XI. DISPUTES**

In the event that a dispute arises under this Agreement that the parties can't resolve, they shall allow the dispute to be decided by a Dispute Panel in the following manner: Each party to this Agreement shall appoint one member to the Dispute Panel. The members so appointed shall jointly appoint an additional member to the Dispute Panel. The Dispute Panel shall review the facts, contract terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Panel shall be final and

binding on the parties hereto. There shall be no charge to the parties for these services of the Dispute Panel.

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.

## **XII. GOVERNANCE**

This Agreement 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. other provisions of the Agreement, including materials incorporated by reference.

## **XIII. ASSIGNMENT**

The work to be provided under this Agreement, and any claim arising under this Agreement 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.

## **XIV. 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.

## **XV. 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.

## **XVI. ENTIRE AGREEMENT**

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.

### XVII. CONTRACT ADMINISTRATION

A designated contract administrator for each of the parties shall administer this Agreement and be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Contract Administrator for WSU is:

Name: Beverly Rhoades  
College or Department: College of Education  
Address: PO Box 642114, Pullman, WA 99164-2114  
Telephone: 509-335-7912  
bevr@wsu.edu

The Contract Administrator for Paschal Sherman is:

Name: Tami Hickle Nancy Lynn Palmer Holder  
College or Department: Paschal Sherman Indian School  
Address: 169 North End Omak Lake Road  
Telephone: 509-422-7590  
thickle@psischiefs.org

### XVIII. SIGNATURES

The parties affirm they have designated the persons below to have signature authority for the parties. By their signatures on this Agreement, the parties agree to all of its terms and conditions.

#### WASHINGTON STATE UNIVERSITY

Recommended by:

By: Amanda Owen

Signature: 

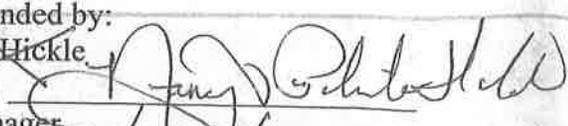
Title: Contract Manager

Date: May 8, 2018

#### PASCHAL SHERMAN

Recommended by:

By: Tami Hickle

Signature: 

Title: Manager

Date: 10/3/2018

## PROJECT SUMMARY

In collaboration with the Confederated Tribes of Warm Springs, Confederated Tribes of the Colville Reservation, and the Coeur d'Alene Tribe, the Washington State University (WSU) research team seek to develop science curriculum and instructional strategies to increase Native American students' learning, engagement and achievement across the sciences. The *Culturally Responsive Indigenous Science* (CRIS) project catalyzes new approaches to Indigenous science learning across multiple grade levels through a holistic framework integrating tribal schools, programs and community members in the development of an innovative, place-based science curriculum that weaves together tribal knowledge and western science by utilizing Indigenous knowledge systems, land based education and digital tools to connect culture, language and sovereignty with science. The CRIS project has three main objectives:

1. Develop and implement culturally responsive science curriculum modules that integrate Indigenous knowledge, culture and language with western science and technology;
2. Conduct culturally responsive professional development for teachers to effectively integrate science curriculum and technology into classroom instruction and assessment;
3. Provide supplemental hands-on enrichment programs for Native American students to engage with science projects and experiments outside of the traditional school environment.

The project builds on successful integrative science educational models and culturally responsive technologies already developed and implemented by WSU in partnerships with regional tribal nations. In particular, the CRIS will utilize tribal knowledge and cultural materials created by Tribal leaders as part of the Plateau Peoples' Web Portal. The CRIS team will collaborate with Tribal leaders from Culture and Heritage and Language departments and teachers from the three participating Tribal communities to design science unit modules that build from primary materials in the Portal and extend those to integrate science curriculum with tribal culture, languages and histories. Using land education based frameworks to investigate, understand, and solve local problems related to the environment and sustainability the CRIS project will also develop and implement an iPad application that engages students, teachers and community members in shared research, problem-solving, and community building. Teachers and Tribal leaders will participate in culturally responsive professional development to teach the science curriculum and utilize technology in and out of the classroom.

The main activities of the project include:

1. **Curriculum and Technology Development**
  - a. Supported, collaborative onsite curriculum work sessions
  - b. Iterative updates and production of iPad app
  - c. Production of added materials with and by community members
2. **Science module implementation**
  - a. Hands on delivery of curriculum
  - b. Training and delivery of iPad app and use of Plateau Peoples' Web Portal
3. **Teacher Professional Development**
  - a. Summer institutes at WSU
  - b. Onsite training and cooperative sessions with all project members
4. **Enrichment Activities**
  - a. Science engagement fieldtrips for students to WSU
  - b. Summer science camps for students at WSU
  - c. Research team community presentations and engagement

\$70K (1yr)

**Culturally Responsive Indigenous Science:  
Connecting Land, Language, and Culture  
Four Year Grant Overview**

<u>Year</u>	<u>Time Period</u>	<u>Yearly Goals</u>
<b>Year 1</b>	<i>September 2017 to September 2018</i>	<ul style="list-style-type: none"> <li>● Kickoff meeting</li> <li>● Workshops and Curriculum development</li> <li>● Student Field Trip to WSU</li> <li>● Teacher Summer Institute Workshop at WSU</li> <li>● Collect cultural narratives in each community</li> <li>● Develop Curriculum Modules</li> </ul>
<b>Year 2</b>	<i>September 2018 to September 2019</i>	<ul style="list-style-type: none"> <li>● Collective Project Meeting</li> <li>● Workshops/WSU visits to each community</li> <li>● Student Field Trip to WSU</li> <li>● Student Summer Camp at WSU</li> <li>● Teacher Summer Institute Workshop at WSU</li> <li>● Collect cultural narratives in each community</li> <li>● Develop Curriculum Modules</li> </ul>
<b>Year 3</b>	<i>September 2019 to September 2020</i>	<ul style="list-style-type: none"> <li>● Collective Project Meeting</li> <li>● Workshops/WSU visits to each community</li> <li>● Community exposition</li> <li>● Student Field Trip to WSU</li> <li>● Student Summer Camp at WSU</li> <li>● Implement Curriculum Modules</li> </ul>
<b>Year 4</b>	<i>September 2020 to September 2021</i>	<ul style="list-style-type: none"> <li>● Collective Project Meeting</li> <li>● Workshops/WSU visits to each community</li> <li>● Community exposition</li> <li>● Student Field Trip to WSU</li> <li>● Student Summer Camp at WSU</li> <li>● Implement Curriculum Modules</li> </ul>