

**INTERAGENCY AGREEMENT
BETWEEN
WASHINGTON STATE UNIVERSITY
AND
MARY WALKER SCHOOL DISTRICT**

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 Mary Walker School District, a school district located in Springdale, Washington (hereafter referred to as "Springdale School").

IT IS THE PURPOSE OF THIS AGREEMENT to memorialize the terms and conditions under which Springdale School will provide Site Director Services to WSU.

NOW, THEREFORE, the parties agree as follows:

I. STATEMENT OF WORK

Each party shall do all things necessary for and incidental to the performance of the duties set forth below.

A. Duties of WSU:

1. Recruit WSU students, purchase/assemble materials, and provide transportation for two school visits by WSU students to 7th grade class at Springdale School.
2. Recruit WSU students, purchase/assemble materials, and provide transportation for Family Night for presentation of mentoring program to student family members.
3. Recruit WSU students and purchase/assemble materials for visit by 7th graders to WSU Health Science Campus.
4. Organize and deliver training for 8th grade mentors on WSU Health Science campus.
5. Recruit WSU student mentors, purchase/assemble materials, and provide transportation for six mentorship engagements for 8th grade students at Springdale School across the academic year.
6. Recruit WSU student mentors and provide transportation for in-class presentations by WSU students.
7. Organize the 9th grade Capstone Celebration.
8. Organize on-campus activities for four field trips to WSU Health Science campus for 10th students across the year.
9. Recruit mentors for virtual, and provide transportation for in-person, Anatomy & Physiology class sessions with WSU student mentors.
10. Support student mentors assisting with monthly meeting of HOSA club.
11. Communicate information about program activities to site director at Springdale School.

B. Duties of Springdale School:

1. Assist in organizing two school visits by WSU students to 7th grade class at Springdale School.
2. Assist in organizing a Family Night for presentation of mentoring program to student family members.
3. Assist in organizing visit by 7th graders to WSU Health Science Campus (communication to families, permission slips transportation, etc.).
4. Attend training for 8th grade mentors on WSU Health Science campus.
5. Assist in organizing six mentorship engagements for 8th grade students at Springdale School across the academic year.
6. Assist 8th grade teacher in organizing in-class presentations by WSU students.
7. Assist in organizing the 9th grade Capstone Celebration.
8. Assist in organizing four field trips to WSU Health Science campus for 10th students across the year.
9. Coordinate virtual or in-person Anatomy & Physiology class sessions with WSU student mentors.
10. Support monthly meeting of HOSA club.
11. Communicate to school students and families, and administrators, teachers, and staff about program activities.

II. PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall be for three (3) years, and shall commence on October 15th, 2022, and be completed on June 15, 2025 (the "Term"), 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 annual cost of accomplishing the work will not exceed \$3,312. 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. Compensation for services shall be based on the following rates and in accordance with the following terms:

- A) Total work described in I.B valued at \$3,312;
- B) Based on 92 hours of work compensated at \$36/hour.

IV. BILLING PROCEDURES

Springdale School shall submit invoices to WSU on a quarterly basis (December, March, June). WSU shall pay \$1,104 for all approved and completed work by warrant or account transfer within thirty (30) days of invoicing. Penalties for late payments (defined

as those paid beyond thirty (30) days after receipt of invoice) shall be assessed at one percent (1%) per month.

Invoices shall be submitted to:

Washington State University
College of Medicine
Purchasing and Payables Service
412 E Spokane Falls Blvd
Spokane, WA 99202-2131
finance.medicine@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 party 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. any 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: Jessica Gerdes

College or Department: Medicine

Address: 412 E Spokane Falls Blvd, Spokane, WA 99202

Telephone: 509-358-7823

Email: jessica.l.gerdes@wsu.edu

The Contract Administrator for Springdale School is:

Name: Todd Spear

College or Department: Mary Walker School District

Address: 500 N. 4th St., Springdale, WA 99173

Telephone: 509-258-4534

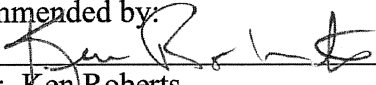
Email: Tspear@marywalker.org

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 ("WSU")

Recommended by:

By: 

Name: Ken Roberts

Title: Professor and Chair

Date: September 22, 2022

Approved by:

By: 

Name: Amanda N. Owen

Title: Assoc. Dir., Procurement and Contracting

Date: 11.16.22

MARY WALKER SCHOOL DISTRICT ("SPRINGDALE SCHOOL")

Recommended by:

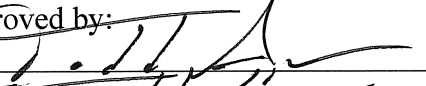
By: _____

Name: _____

Title: _____

Date: _____

Approved by:

By: 

Name: Todd Spear

Title: Superintendent

Date: 02/17/2023