

INTERAGENCY AGREEMENT
BETWEEN
Washington State Board of Community & Technical Colleges
(State Agency Name)
AND
Washington State University
(State Agency Name)

This Agreement is made and entered into by and between the Washington State Board of Community and Technical Colleges, referred to as SBCTC, located at 1500 Jefferson St SE, Olympia, WA 98501 and Washington State University, by and through its Global Campus, referred to as WSU and is issued pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW.

1. PURPOSE

The purpose of this Agreement is to codify services to be rendered by SBCTC for WSU Global Campus.

2. STATEMENT OF WORK

The SBCTC shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of work set forth below:

The SBCTC shall provide subject matter expertise not to exceed 150 hours. This work shall include:

- Review collected data to be provided by WSU Global Campus on March 24, 2025.
- Based on expertise, identify gaps, possible Subject Matter Experts (SMEs) who could develop curriculum to fill those gaps, and points where a digital badge would be meaningful.
 - Gaps could be in content, audience, cultural application, delivery method, etc.
 - For example, for gaps in content, identify the gap, learning level, and the learning outcome(s) needed to fill the gap, and possible subject matter expert(s) who could create the curriculum content.
 - An example of an audience gap could be that the topic of a program working for library patrons in one county may be applicable for another audience if a subject matter expert customized the information to make it culturally relevant to the additional audience. In this situation, identify the content, the audience gap, the learning outcome, learning level, and the possible subject matter expert(s) could customize the curriculum.
 - Badges represent key milestones within a learning pathway. For example, a broad competency like Digital Literacy could be divided into sub-badges, each awarded upon the completion of significant learning objectives.

DELIVERABLES/COSTS

Deliverable: Submit identified gaps, related information, and recommend subject matter experts to create curriculum that will fill in those gaps either through an online form or emailing in the completed version of an Excel template worksheet to be provided by WSU Global Campus. The identified gaps should represent specific learning outcomes that would lead to badges/credentials.

SCHEDULE

SME review: 3/24/2025 – 4/24/2025

- 3/24/2025, SMEs receive collected data
- On or before 4/24/2025, SMEs submit deliverable to WSU Global Campus

3. PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on March 24, 2025, and be completed on April 30, 2025, unless terminated sooner as provided in this Agreement, or extended through a properly executed amendment.

4. COMPENSATION

Compensation for the work provided in accordance with this Agreement has been established under the terms of chapter 39.34.130 RCW. The parties have estimated that the cost of accomplishing the work herein will not exceed \$15,000.00. 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 that will cause the maximum payment to be exceeded. Compensation for services shall be based on the successful delivery of outlined deliverables have been reviewed and approved.

The not to exceed amount includes an amount to cover any and all charges including but not limited to salary, benefits and indirect costs. No other charges or costs may be applied to this Agreement.

5. BILLING PROCEDURES

The SBCTC shall submit one invoice with the submission of the contracted deliverables. Payment for approved goods and/or services will be made by check, warrant or account transfer within 30 days of receipt of the invoice. Upon expiration of the Agreement, invoices shall be paid, if received within 30 days after the expiration date. However, invoices for all work done within a fiscal year must be submitted within 30 days after the end of the fiscal year.

6. BILLING DETAIL

Each invoice or invoice voucher submitted to WSU by the SBCTC shall include at a minimum, the SBCTC shall specify the following:

- a. WSU Interagency Agreement Number SPC007675.
- b. The total invoice charge, not to exceed \$15,000.00.

7. DUPLICATION OF BILLED COSTS

The SBCTC shall not bill the WSU for services performed under this contract, and the WSU shall not pay the SBCTC, if the SBCTC is entitled to payment or has been or will be paid by any other source, including grants, for that service.

8. FUNDING CONTINGENCY

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to completion of the work in this Agreement, the WSU may:

- a. Terminate this Agreement with 5 days advance notice. If this Agreement is 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.
- b. Renegotiate the terms of the Agreement under those new funding limitations and conditions,
- c. After a review of project expenditures and deliverable status, extend the end date of this Agreement and postpone deliverables or portions of deliverables, or
- d. Pursue such other alternative as the parties mutually agree to writing. ¹

9. AMENDMENT

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.

10. 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.

11. ASSURANCES

The parties agree that all activity pursuant to this Agreement shall be in accordance with all applicable federal, state and local laws, rules, and regulations as they currently exist or as amended.

12. CONTRACT MANAGEMENT

The contract manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Contract Manager for <i>(e.g., State Agency abbreviation, etc.)</i> is:	The Contract Manager for WSU Global Campus is:
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<p><u>Will Durden, Director, Basic Education for Adults</u> <u>Washington State Board of Community & Technical Colleges</u></p> <p>1500 Jefferson St SE Olympia, WA 98501</p> <p>Phone: (360) 704-4326 E-Mail: wdurden@sbctc.edu</p>	<p><u>Jennifer Cook, Director, Professional Education</u> <u>Washington State University</u></p> <p>Van Doren 3 PO Box 645222 Pullman, WA 99163-5222</p> <p>Phone: (541) 335-5792 E-Mail: jencook@wsu.edu</p>
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13. 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 evaluate the facts, Agreement terms, applicable statutes and rules, and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on both parties.

14. GOVERNING LAW AND VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and the venue of any action brought under this Agreement shall be in Superior Court for Thurston County.

15. 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.

16. MAINTENANCE OF RECORDS

- a. The parties to this Agreement shall each maintain books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) 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 of agreement. 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.
- b. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- c. 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 any confidential information 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. However, the parties acknowledge that State Agencies are subject to chapter 42.56 RCW, the Public Records Act.

17. ORDER OF PRECEDENCE

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 local laws, rules and regulations;
- b. Statement of Work;
- c. Exhibits and Appendices – list separately; and
- d. Any other provisions of the agreement, including materials incorporated by reference.

18. RESPONSIBILITIES OF THE 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 to this Agreement.

19. SEVERABILITY

If any term or condition of this Agreement is held invalid, such invalidity shall not affect the validity of the other terms or conditions of this Agreement.

20. SITE SECURITY

While on WSU premises, the SBCTC, its agents, employees, or Subcontractors shall comply with the WSU security policies and regulations.

21. SUBCONTRACTING

- a. "Subcontractor" means one not in the employment of a party to this Agreement, who is performing all or part of those services under this Agreement under a separate contract with a party to this Agreement. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.
- b. Except as otherwise provided in the Agreement, the SBCTC shall not subcontract any of the contracted services without the prior approval of WSU. The SBCTC is responsible to ensure that all terms, conditions, assurances and certifications set forth in this Agreement are included in any and all Subcontracts. Any failure of the SBCTC or its Subcontractors to perform the obligations of this Agreement shall not discharge the SBCTC from its obligations under this Agreement.

22. TERMINATION FOR CAUSE

If for any cause either party does not fulfill in a timely and proper manner its obligations

