

**INTERAGENCY AGREEMENT  
BETWEEN  
WASHINGTON STATE UNIVERSITY  
AND  
YAKIMA VALLEY COMMUNITY COLLEGE**

**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 Yakima Valley Community College, an institution of higher education and agency of the state of Washington, located in Yakima, Washington, (hereafter referred to as "YVCC").

**IT IS THE PURPOSE OF THIS AGREEMENT** to memorialize the terms and conditions under which YVCC will implement services to Mabton School District (MSD) Seniors by YVCC with the intent of establishing a baseline that will be used to improve services. These services are provided to low-income students and are intended to increase the number of these students who are prepared to enter and succeed in postsecondary education. YVCC agrees to administer and complete the proposed Project pursuant to the terms of this Scope of Work. This project will be in collaboration with and funded by WSU Early Outreach programs to help fulfill its goal of reaching, motivating, and educating secondary school students from across Washington State. &

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 YVCC:**

YVCC will provide services and staff, and otherwise do all things necessary for or incidental to the performance of work between October 1, 2013 and June 15, 2014 as set forth below:

1. YVCC will provide services to the senior students of Mabton High School to establish a baseline (seniors as base cohort), as determined by WSU EO and MSD
2. YVCC faculty and staff will conduct orientation to Compass placement exam at Mabton High School (MHS) and administer the exam to Mabton High School seniors at the YVCC Grandview campus.
3. YVCC staff will travel to MHS to meet with students individually to review test results and discuss the implications of enrolling in college.
4. MHS students will travel to the YVCC Grandview Campus where they will receive advising by YVCC faculty and staff. Students will be advised as if they

are college freshmen to allow them to learn what their course selections would be based on their exam scores.

5. YVCC English Faculty members will collaborate with the MHS English Teacher to develop and implement common reading and assignments to ensure the MHS senior English class curriculum contains elements that are of the same content and rigor as a college level English 101 class. The expectation is to have students produce a caliber of work that will adequately prepare them to enroll in English 101 courses after graduating from high school.
6. YVCC faculty members will conduct brief seminars at MHS on different college success strategies.
7. MHS students will return to the YVCC Grandview Campus in the spring to retake the Compass exam to identify and document improvements to test scores after receiving additional services.
8. YVCC English faculty members and MHS English teacher will review student essays and YVCC English faculty will make a final English placement decision for placement at YVCC that can override the Compass score.
9. Contractor will complete and submit the final report and financial report by June 15, 2014. The final report will include the following statistics:
  - a. Updated professional development schedule
  - b. Summary of evaluations of professional development

## II. PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on October 1, 2013, and be completed on June 15, 2014 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 \$6,127.00. Payment for satisfactory performance of the work shall not exceed this amount. Compensation for services shall be based on the following budget and will be billed as services are rendered but not more frequently than monthly.

- a. Staffing needs:
  - i. Salaries: \$2,996
  - ii. Wages: \$345
  - iii. Benefits: \$1,089
- b. Consumables: \$930
- c. Spring Exams: \$620
- d. Travel: \$147

## IV. BILLING PROCEDURES

YVCC shall submit invoices to WSU not more than monthly. WSU shall pay YVCC 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  
Attn: Accounts Payable  
2710 Crimson Way  
Richland, WA 99354

#### **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.

The parties will share equally in the charges, if any, for these services of the Dispute Panel.

## 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: Silvia Clark  
 College or Department: WSU Tri-Cities  
 Address: 2710 Crimson Way  
 Richland, WA 99354  
 Telephone: 509-372-7271  
 Fax Number: 509-372-7187

The Contract Administrator for YVCC is:  
 Name: Bryce Humpherys, Ed.D  
 College or Department: Dean for Basic Skills and Grandview Campus  
 Address: Yakima Valley Community College  
 500 West Main  
 Grandview, WA 98930  
 Telephone: 509-882-7049

**XVIII. SIGNATURES**

This agreement is being signed after the scope of work began. The intent was to have an agreement in place prior to effort being rendered; however, YVCC began work prior to the agreement being fully executed. WSU is appreciative of these services to young people who are preparing themselves to go to college and therefore wishes to pay for these services. It is agreed by both parties that going forward no effort shall be rendered related to contracted work until an agreement has been fully executed.

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")

**YAKIMA VALLEY COMMUNITY COLLEGE**  
 ("YVCC")

Recommended by:  
 By: *Silvia Clark*  
 Name: Silvia Clark  
 Title: GEAR UP Assistant Director  
 Date: \_\_\_\_\_

Recommended by:  
 By: *Bryce Humpherys*  
 Name: Bryce Humpherys  
 Title: Dean for Basic Skills and Grandview  
 Campus  
 Date: 4/10/14

Approved by:  
 By: *Christina R. Hoyt*  
 Name: Chris Hoyt

Approved by:  
 By: *Linda J. Kaminski*  
 Name: Linda J. Kaminski, Ed.D.

Title: Contracts Manager

Date: 12-20-13

Title: President

Date: 1/14/14