

AN INTERLOCAL AGREEMENT
SHELTON SCHOOL DISTRICT No. 309
and
PUBLIC HOSPITAL DISTRICT No. 1 OF MASON COUNTY

THIS AGREEMENT dated this 16 of May, 2024 is between Shelton School District No. 309 is hereinafter referred to as the "District" and Public Hospital District No. 1 of Mason County hereinafter referred to as the "MH" pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW. When the term "Parties" is used herein it refers to the District and MH.

I. PREAMBLE

WHEREAS: The Shelton School District is proposing to continue a Health Sciences Academy at the Shelton High School. The purpose of the Academy will be to prepare and motivate students to pursue further education towards a career in the medical/healthcare sciences through a rigorous specialized curriculum and community-based partnerships, inspiring students to serve society with compassion, skill and vision.

WHEREAS: Health Science Academies have achieved substantial success throughout the nation through partnering with health care systems like MH to provide thematic instruction, career exploration, job shadows, clinical experience, health science labs, mentoring by health professionals, research, certification, and internship opportunities for students.

WHEREAS: MH is a community created governmental entity authorized by state law to deliver any services which might be reasonably expected to improve the health of the district's residents and others in the districts' service area.

WHEREAS: Despite its ongoing recruitment efforts, MH is facing a significant - and growing - shortage of health care workers. Shelton/Mason County is already designated a Health Professional Shortage Area facing difficulties recruiting and retaining health care providers. Individuals who grow up in rural areas are more likely to return to work in rural areas - if students graduate prepared for higher education, MH will benefit in partnering with the District to help establish & continue a Health Sciences Academy to improve the quality of rural education (curriculum design, teacher education) and develop future health care professionals to provide a stable workforce for our community. In addition, a better educated community is a healthier community.

WHEREAS: MH and the District realize that schools are much more than a building where learning takes place. Schools are our community. They impact the future of who we'll be

tomorrow in terms of our workforce, our economy, our health, and our ability to grow and thrive. While it's known that education leads to better jobs and higher incomes, research also shows that better-educated individuals live longer, healthier lives than those with less education, and their children are more likely to thrive.

WHEREAS: The goals of MH/District partnership will include:

- Exposing students to various health care careers.
- Increasing the number of Shelton School District students who choose a health care career by linking education with career skills and real-life experience.
- Increasing community awareness of health and the benefits of a healthy lifestyle through community outreach and mentoring programs by students involved in the program.
- Aligning the education curriculum to prepare students for the health, science and technology needs of the future of our community.
- Preparing Health Science Academy graduates to become top applicants for MH position openings.

WHEREAS: The District and MH believe that commitment to community service will be an important aspect of the Health Sciences Academy. Participation in community service increases self-esteem, promotes civic responsibility, strengthens the community, brings people together and provides valuable learning opportunities to support the health of Mason County. Through well designed outreach programs incorporated into the Health Sciences Academy, its students will become the Hospital District's ambassadors of health to the community.

Now therefore, in consideration of the foregoing, the parties agree as follows:

II. VISION STATEMENT

The Shelton High School Health Sciences Academy will be created to provide a rigorous educational program in collaboration with MH to position students for future success as health care providers. The program will be designed to invest in homegrown talent today to ensure the availability of local health care services for tomorrow and a healthier community.

III. PURPOSE OF THE AGREEMENT

In establishing this agreement, MH and the District goals are:

- A. Through the alliance of an ongoing partnership with MH and the District, the District shall continue a Health Sciences Academy at Shelton High School to prepare students to successfully pursue a degree in health care/science-based related courses of study. The Academy is to provide students with a rigorous, high-quality education through its academics, enrichment programs, and health care-related internships.
- B. To continue to focus on available resources on teacher training programs which are necessary for a successful Health Science Academy.

- C. Develop improved community health through student education and targeted community outreach/community service programs designed into the Health Sciences Academy allowing students to become MH ambassadors of health.
- D. Regularly report the outcomes of goals of this agreement to the MH and the community.

IV. GENERAL PROVISIONS OF THE AGREEMENT

- A. Duration and Termination - This Agreement shall be for the period commencing May 06 2024 and will automatically renew for a year, each year, unless either party gives written notice of its intention not to renew ninety (90) days advanced notice. Notwithstanding that this agreement shall be ongoing, the Parties acknowledge that circumstances are constantly changing for both Parties. The Parties agree to meet each year to review this agreement and the programs developed by the District.
- B. MH shall work cooperatively with the District to help design opportunities to engage in clinical shadowing experiences at MH facilities with MH healthcare providers to provide students with a broad exposure to the healthcare field. These opportunities may include career exploration, job shadows, clinical experience, health science labs, mentoring by health professionals, research, certification, and internship opportunities for students at MH facilities.
- C. Both the District and MH will recognize background check results conducted from the other entity. These background checks will ensure the staff from both entities are appropriately screened.
- D. Good Faith-The District and MH shall act in good faith to implement the terms of the Agreement
- E. Intent - The District and MH acknowledge that:
 - 1. The programs authorized by this Agreement are for municipal, health and educational purposes;
 - 2. This Agreement is intended to enhance and not interfere with mission of MH or District governance;
 - 3. The ultimate responsibility for the development and management of the Health Sciences Academy will remain with the District;

V. LIABILITY

- A. MH and the District (each, in such case, an "Indemnifying Party.") shall indemnify, defend and hold the other Party and its board members, commissioners, employees, directors, officers, managers, members and agents (each, in such case, an "Indemnified Party") harmless from and against any and all third party claims, suits,

damages, losses, liabilities, expenses and costs (including reasonable attorney's fees) including, but not limited to, those arising out of property damage (including environmental claims) and personal injury and bodily injury (including death, sickness and disease) to the extent caused by the Indemnifying Party's (i) material breach of any obligation, representation or warranty contained herein and/or (ii) negligence or willful misconduct.

Without limiting either party's obligations and responsibilities, each party will maintain liability insurance coverage applicable to the other party as either a named insured or intended beneficiary of any self-insurance or cooperative insurance agreement for liabilities arising from this Agreement, and arising out of the activities pertaining to this Agreement, in the amount of no less than \$1,000,000 per occurrence with an annual aggregate limit of \$2,000,000. Such insurance will be at each party's own expense. Any such insurance policy will provide that it is not subject to material alteration or cancellation except after at least thirty (30) days' prior written notice to the other party. Each party will furnish copies of the insurance policy or policies and annual proof of coverage.

- B. In the event a dispute shall arise between the parties to this Agreement which is not resolved through direct negotiation, the parties agree to participate in at least four hours of mediation in accordance with the mediation procedures of the Washington Arbitration & Mediation Service (WAMS). The parties will share the costs of the mediation. The mediation shall be held in WAMS Tacoma offices. Any controversy or claim arising out of or relating to this Agreement, or its breach, not settled by mediation, shall be settled by binding arbitration in accordance with Chapter 7.04A Uniform Arbitration Act. The Parties specifically agree that the arbitrator shall have equitable powers and that the arbitrator's decision shall be final. In the event the Parties cannot agree on an arbitrator, the Mason County Superior Court shall appoint an arbitrator. The Parties hereby waive the right to request trial de novo.

IV. COMMUNITY PARTNERSHIPS

- A. MH and the District are committed to developing further partnerships to enhance the Health Science Academy, the overall health and educational experience of Mason County residents. These partnerships might include other health care providers, nursing homes, and public and private corporations for sponsorship.

VII. MISCELLANEOUS

- A. NO ENTITY CREATED- There is no and will be no separate legal organization or administrative entity necessitated by this Agreement. The District's employees, officers, and agents, including volunteers, will remain under the District's supervision and control. MH's employees, officers, and agents, including volunteers, will remain under MH's supervision and control.
- B. DISPOSITION OF PROPERTY- No real property or personal property will be

jointly acquired, held, or disposed of in the parties' execution of this Agreement.

- C. DOCUMENT EXECUTION AND POSTING: This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same document. The parties additionally acknowledge and agree that this Agreement may be executed and delivered by facsimile or email. Pursuant to RCW 39.34.040, the District and MH will cause a copy of this Agreement to be posted on their respective websites.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 30th

day of may, 2024.

Brenda Torgstad
Shelton School District No. 309

[Signature]
Public Hospital District No. 1 of Mason County