

## **AN INTERLOCAL AGREEMENT**

### **SHELTON SCHOOL DISTRICT No. 309**

**and**

### **PUBLIC HOSPITAL DISTRICT No. 1 OF MASON COUNTY**

**THIS AGREEMENT** dated this 12<sup>th</sup> day of April, 2016 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 "MGH" pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW. When the term "Parties" is used herein it refers to the District and MGH.

#### **I. PREAMBLE**

**WHEREAS:** The Shelton School District is proposing to initiate 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:** The District envisions the Health Science Academy as a critical program to support "Graduation Matters- Shelton", the initiative recently announced by Dr. Alex Apostle, Superintendent of the School District.

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

**WHEREAS:** MGH 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. MGH make substantial investments annually to recruit healthcare workers to provide services in Mason County.

**WHEREAS:** Despite its ongoing recruitment efforts, MGH 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 can get through to graduation and prepared for higher education. MGH will benefit in partnering with the District to help establish 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:** MGH 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 here. 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 MGH/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.
- Employing Health Science Academy graduates at Mason General Hospital and Family of Clinics.

**WHEREAS:** The District and MGH 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. Students in the Health Sciences Academy will be required to complete a minimum number of community service hours, many of which must be health care related. 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 MGH 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.

## **II. PURPOSE OF THE AGREEMENT**

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

- A. With financial and technical assistance provided by MGH, the District shall establish a Health Sciences Academy at Shelton High School to prepare student 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, health care-related internships, and community service.

Physician, nursing and health care themes are to be threaded throughout the entire academy curriculum.

- B. To initially focus available resources on teacher training programs which are necessary to launching 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 MGH ambassadors of health.
- D. Regularly report the outcomes of goals of this agreement to the MGH and the community.

#### **IV. GENERAL PROVISIONS OF THE AGREEMENT**

- A. Duration and Termination - This Agreement shall be for the period commencing September 1, 2016 ending on June 30, 2020; Notwithstanding that this agreement shall be effective for four years, the Parties acknowledge that circumstances are constantly changing for both Parties. The Parties agree to meet during June of each year to review this agreement and the programs developed by the District.
- B. The MGH shall initially provide the sum of Fifty Thousand and 00/100 Dollars (\$50,000.00) to the District to be utilized by the District as a partial contribution for teacher training and startup expenses of the Health Sciences Academy. On or before July 1<sup>st</sup> each year, MGH shall review the progress being made by the District and advise the District on its level of future contribution, if any, for the ensuing school year.
- C. MGH shall work cooperatively with the District to help design opportunities to engage in clinical shadowing experiences at MGH facilities with MGH healthcare providers to provide student 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 MGH facilities.
- D. On or before the 1<sup>st</sup> day of June each year, the District shall report to MGH the progress being made in establishing and operating the Health Sciences Academy. Recognizing that it is anticipated to take a number of years to accumulate data, the report shall include, if information is available:
  - a. Teachers trained, type of training and training completion rates.
  - b. Curriculum development and community service program requirements.
  - c. Number of students enrolled and progress through the program.
  - d. Community health educational programs provided by students.
  - e. Graduation rates of Health Science Academy students.

- f. Number of students moving on to post-secondary education in the fields of health care and health sciences.
- E. Approval - The execution of this Agreement and a renewal or extension of this must be authorized by both the District Superintendent and the MGH CEO and approved as required by their respective Board and Commission
- F. Good Faith - The District and MGH shall act in good faith to implement the terms of the Agreement.
- G. Intent - The District and MGH 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 MGH 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. MGH 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.

- C. 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 7.06 RCW and the Rules of Mandatory Arbitration for the Superior Court of the State of Washington. The Parties specifically agree that the arbitrator shall have injunctive 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.

#### **VI. COMMUNITY PARTNERSHIPS**

- A. MGH 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. MGH's employees, officers, and agents, including volunteers, will remain under MGH'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 MGH will cause a copy of this Agreement to be posted on their respective websites.

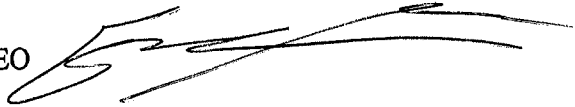
IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 12<sup>th</sup> day of April, 2016.

Shelton School District No. 309

Dr. Alex Apostle, Superintendent *and P. Gutter*

Public Hospital District No. 1 of Mason County

Eric Moll, CEO

A handwritten signature in black ink, appearing to read 'Eric Moll', with a long horizontal flourish extending to the right.