# AFFILIATION AGREEMENT BETWEEN

**Central Michigan University Board of Trustees AND**

**Agency Name**

This **Affiliation Agreement** is entered into this **Day** day of **Month**, 20**Year** and sets forth terms and conditions which govern the **select one** (“Practical Experience”) of students of Central Michigan University Board of Trustees, a public university established by the constitution and laws of the State of Michigan, located in Mount Pleasant, MI (hereinafter referred to as **“CMU”**) at **Agency Name** located at **Address** (hereinafter referred to as **“Agency”**).

#  Responsibilities of CMU:

1. Plan and administer, in consultation with **Agency**, the Practical Experience in the **Program** program for CMU student(s) assigned to **Agency**.
2. Provide **Agency** with the name of student(s) to be assigned to the site as soon as possible after registration each semester.
3. Inform student(s) that they will be required to abide by the rules and policies of **Agency**. Upon notification from **Agency** of improper conduct by a student, **CMU** will immediately investigate and take appropriate action.
4. Maintain all educational records of our students and comply with all statutes, rules and regulations regarding any release of information from such records.
5. Ensure that student(s) have coverage under **CMU**’s General Liability Insurance Policy throughout the Practical Experience.
6. Recommend that student(s) have in force a health insurance policy to defray the cost of hospital or medical care that may be sustained during the period of placement. **CMU** will inform student(s) of potential monetary liability the student(s) might incur as a result of failure to maintain sufficient coverage.

# Responsibilities of Agency:

1. **Agency** must designate a primary supervisor of the student(s) who agrees to be available for instruction during the Practical Experience.
2. **Agency will** retain full responsibility for **Agency**’s operations and administration.
3. **Agency** will provide any pre-placement information that needs to be shared with the student(s) and provide any necessary orientation to the student(s) within the first week of placement.
4. **Agency has** the authority to request the withdrawal of any student from the Practical Experience for reasonable cause related to the need to maintain an acceptable level of service and/or business operations. Such request is to be in writing. Upon receipt, **CMU** will immediately comply with the request.

# Mutual Terms:

1. The students assigned to this Practical Experience should be considered students and not employees of either party, thus are not covered by either **CMU** or **Agency** for purposes of compensation, fringe benefits, workers’ compensation, unemployment compensation, minimum wage laws, income tax withholding, social security, or any other related purpose. Students are placed with the **Agency** to receive an educational experience as a part of the student’s academic curriculum. The Practical Experience responsibilities performed by students are not performed as employees, but in fulfillment of these academic requirements and are performed under supervision. At no time shall students replace or substitute for any employee of the **Agency**. This provision shall not be deemed to prohibit the employment of any such student by either party under a separate employment agreement. **CMU** will notify each student of the contents of this paragraph.
2. Both parties shall maintain General Liability Insurance or its equivalent.
3. In the performance of their respective duties and obligations under this Agreement, **CMU** and **Agency** are independent contractors, and neither is the agent, employee, or servant of the other, and each is responsible for its sole conduct. There shall be no monetary consideration paid by either party to the other.
4. Both partiespromise to act in an ethical and responsible manner for their respective activities and actions taken on its behalf under this program, and agree to comply with all applicable federal, state, and local laws, regulations, statutes, and ordinances. **CMU**, an AA/EO institution, strongly and actively strives to increase diversity and provide equal opportunity within its community. Both parties promise not to discriminate against persons based on age, color, disability, ethnicity, familial status, gender, gender expression, gender identity, genetic information, height, marital status, national origin, political persuasion, pregnancy, childbirth or related medical conditions, race, religion, sex, sex-based stereotypes, sexual orientation, transgender status, veteran status, or weight (see [http://www.cmich.edu/ocrie](https://www.cmich.edu/ocrie)).
5. This Agreement will become effective on the date when it is fully signed by all parties below and shall terminate on the **Day** day of **Month**, 20**Year**. However, it may be terminated by either party upon 90 days’ written notice of termination to the other party, provided that the student then receiving instruction in the program be given an opportunity to complete the Practical Experience during the student’s instructional period.

**IN WITNESS WHEREOF**, the parties hereto have executed this **Agreement** as of the day and year first above written.

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| **UNIVERSITY:** | **AGENCY:** |
| By:  | Signed:  |
| Name: Julia R. Johnson | Name: **Name** |
| Title: Senior Vice Provost for Academic Affairs | Title: **Title** |
| Date:  | Date:  |