Domestic Agreements

Handbook of Procedures & Guidelines 2014

For Internships, Clinical Placements, and Field Experiences

Central Michigan University

Office of Academic Effectiveness
www.cmich.edu
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Introduction

This Handbook is intended to assist internship coordinators, program directors, and other employees of CMU who are directly responsible for the placement of students for educational experiences outside the institution. Your role as the internship coordinator is to ensure that the placement site provides students with experiences that are appropriate to their program of study. Once you determine that the educational component of a placement is valuable, it is your responsibility to work with the Office of Academic Effectiveness to make certain that the University, our students, and you are legally protected. An affiliation agreement provides that necessary legal protection.

It is critical that a CMU student not begin the internship until an affiliation agreement between the placement site and the University is signed. Agreements provide certain safeguards for CMU students, and ensure the University is protected from potential liability for events over which it has no control. It is important to note that those same safeguards and protections extend to you, as the CMU employee responsible for overseeing student placements in your program, as long as you adhere to University policy, ensure that an affiliation agreement is in place, and comply with the guidelines described in this Handbook.

You are not authorized to sign these agreements on behalf of CMU. Affiliation agreements require the signature of the Vice Provost for Academic Effectiveness. For information about the CMU contracting authority policy, see page 12.

Why Agreements are Important

As the director of an internship program, service-learning experience, clinical experience or student teaching program, you will often be the individual responsible for defining the relationship that will exist between the University and the placement site. Affiliation agreements set the parameters for all parties and can protect the University, you and the student if any of the following situations should arise.

The Student Harms Someone

Placement sites are responsible for providing supervision of University students while at the site. Therefore, students should not be solely responsible for their actions while on the site since the functions they perform are under the placement site’s direction. Likewise, the University should not be solely responsible for the actions of our students while on site. The placement site should be held accountable if a mistake should happen.

For example, a student is in a capacity where he/she was directed by the placement site to perform a particular procedure and did so accurately based on the directive, but his/her actions brought harm to a patient, client or program participant. The student and the University should not be held accountable for the placement site’s mistake.

The Student is Injured

No matter how safe the placement site may seem, injuries happen. There is always the potential for accidents to happen where the student could be seriously injured. For example, a student may slip and fall on an icy step at the placement site, be injured by faulty equipment, or even be harmed by one of the site's employees or clients. Without an agreement that stipulates equitable restitution and
mutual general liability insurance, the student and the University may be held financially liable for the injuries even in cases where the placement site may be at fault.

**Assigning Responsibility**
Regardless of the number of hours of an internship and whether it is paid or unpaid, an agreement must be in place to set the guidelines as to which party is responsible for what duties while the student is on the site's premises or otherwise acting under the direct control or supervision of its personnel. In the past, a written contract may have been unnecessary for the programs for which you are responsible. Today we live in very litigious times. So that both the university and the student are protected, it is necessary to create formal written agreements that specify all activities and responsibilities that we expect from the site to which a student is assigned. It is important to remember that the university and you may be held liable for oral statements that you make to placement sites. Do not make oral agreements with a placement site even though the risk may seem remote, the potential liability could be great.

**Role of the Office of Academic Effectiveness**

The Office of Academic Effectiveness monitors and facilitates the development of agreements that involve academic arrangements and/or which impact the academic division. Many resources are available on the website of the Office of Academic Effectiveness. From this website you may launch the Agreements Database Search tool, retrieve a copy of this Handbook, and access electronic versions of the agreement templates that are included in the Agreement Templates section of this document.

The Affiliation Agreements Coordinator is the first point of contact for questions about affiliation agreements. The coordinator will facilitate the development of new affiliation agreements and determine when modifications requested by the placement site are acceptable and when they need to be negotiated. The Vice Provost for Academic Effectiveness has final approval of all affiliation agreements. The Office of Academic Effectiveness affiliation agreement contacts are:

Mitchel Hartman  
Affiliation Agreements Coordinator  
989-774-7211  
hartm1m@cmich.edu

Claudia Douglass  
Vice Provost for Academic Effectiveness  
989-774-3632  
dougl1cb@cmich.edu

In addition to affiliation agreements (which are usually between CMU and other institutions within the United States), the Office of Academic Effectiveness also works with the Office of International Affairs (OIA) to ensure that agreements forged with entities outside the US are done so appropriately. If you are placing a student at an international placement site, you should begin the process by contacting the Office of Study Abroad or visiting the website at cmich.edu and search on the keywords Study Abroad.
Summary of Responsibilities

There are two key players in the agreements process: the internship coordinator and the Office of Academic Effectiveness. Depending on the circumstances, there may be other players as well. When necessary, the Office of Academic Effectiveness will consult with CMU’s General Counsel, Risk Manager, and others to resolve issues and answer questions. You should not contact them directly.

Internship Coordinator

- Inform the student of all academic requirements of the placement
- Work with the student to identify a placement site
- Inform the student of any physical risks or dangers at the placement site
- Inform the student of the requirement to demonstrate that he/she has health insurance
- Inform the student of the limits of his/her responsibility and authority at the placement site
- Inform the placement site of any information which will bear upon a student’s capacity to perform the duties of the internship
- Ensure an agreement is in place before the student is sent to the placement site
- When the placement site submits its own agreement for signature, contact the Office of Academic Effectiveness for review and signature
- Acquire the signature of the placement site once the terms of the agreement are approved
- Distribute fully signed copies of the agreement to the site and the Office of Academic Effectiveness

Office of Academic Effectiveness

- Review agreements and acquire appropriate CMU signature(s)
- Negotiate the terms of the agreement when necessary
- Consult with the General Counsel and Risk Management as needed
- Maintain and manage the agreements database and the Agreements Database Search tool
- Maintain the agreements website including managing access to templates and other documents

Agreements Process Decision Tree

In this section, the Agreements Process Decision Tree featured on the next page shows various paths that lead to the finalization of an affiliation agreement. Review the decision tree and determine which path is the right one for each placement situation.

The decision tree, the resources on the Agreements website and the information in this handbook are intended to help you determine how to ensure there is an agreement in place before you send a student to the placement site. Remember that the Office of Academic Effectiveness is available to help at any time in the process. It is absolutely essential that a signed agreement is in place for all internships and clinical placements.
Options for Securing an Agreement

No matter who locates the placement site, the internship coordinator is responsible for determining if the site will provide a quality experience for the student(s) in your program. Once you feel confident that the site is a good fit, you will then need to navigate the agreements process. Below are several options, any one of which could lead to a final agreement. Option 1 is where you should always begin as you may find that you have no need to proceed to the other options.

**Option 1: Using an Existing Agreement**

The first step when placing a student at an internship, service-learning experience, clinical experience or student teaching site is to search the Agreement Database to determine if CMU already has an agreement in place with the placement site in question. In a web browser, go to www.cmich.edu, search Academic Effectiveness and select Agreements, then select Database Search. If you need assistance performing the search, use the Database Help tab on the previous page or contact the Office of Academic Effectiveness at 989-774-7211.

Start by entering the name of the placement site in the ‘Agency’ field. If you find an agreement in the database for the placement site desired, your program is included and the agreement, and the agreement is not past the end date, you may proceed to place the student.

To narrow a search, use the ‘Academic Program’ field and select the appropriate program name. Note: an agreement established for five (5) or fewer academic programs can be searched by the individual Academic Program; however, keep in mind that only the first program listed in the agreement will show on the search results. If you have any questions, please call 989-774-7211.

### Agreements Database Search

<table>
<thead>
<tr>
<th>ID</th>
<th>College</th>
<th>Program</th>
<th>Agency</th>
<th>Start Date</th>
<th>End Date</th>
<th>Y/N</th>
</tr>
</thead>
<tbody>
<tr>
<td>042</td>
<td>CHP</td>
<td>Speech-Language Pathology</td>
<td>Genesis Regional Medical Center</td>
<td>Jan 14, 1997</td>
<td>Nov 28, 1997</td>
<td>Y/N</td>
</tr>
<tr>
<td>066</td>
<td>CHP</td>
<td>Speech-Language Pathology</td>
<td>Genesis Regional Medical Center</td>
<td>Nov 28, 2015</td>
<td>Nov 28, 2015</td>
<td>Y/N</td>
</tr>
<tr>
<td>091</td>
<td>CHP</td>
<td>Physical Therapy</td>
<td>Genesis Regional Medical Center</td>
<td>Nov 28, 2014</td>
<td>Nov 28, 2014</td>
<td>Y/N</td>
</tr>
</tbody>
</table>
An agreement written for more than five (5) academic programs will be listed as All Programs in the ‘Academic Program’ search function.

**Option 2: Modifying an Existing Agreement**
If you find that an agreement already exists, but your program is not included, contact the Affiliation Agreements Coordinator to request an Addendum. You should also discuss any unique needs of the modification that are missing from the original agreement. Once an Addendum is signed and the document distributed, the agreements process is complete.

**Option 3: Using CMU’s Standard Agreement**
If CMU does not have an existing agreement and/or an Addendum is insufficient, submit the appropriate standard agreement template to the placement site. Let your contact at the placement site know that CMU’s agreement is patterned after an agreement that was developed by the Legal Officers Committee of the Council of State College and University Presidents and therefore any substantive changes will require approval by CMU’s General Counsel.

Once the placement site indicates to you that the agreement is acceptable, ask them to sign the originals and return the original to you. Deliver them to the Office of Academic Effectiveness for the University’s signature. Inform the placement site that you will return one fully-signed original to them for their files.

**Option 4: Revising the Standard Agreement**
Should a placement site request revisions to the University’s standard agreement, make note of all requested revisions and forward the agreement (preferably electronically) to the Office of Academic Effectiveness for review and approval. The requested changes and their locations within the agreement should be clearly indicated. The Office of Academic Effectiveness will modify the agreement language and return the document to you or share with your contact at the placement site directly.

Either you or the Office of Academic Effectiveness will then request that your contact review the comments with the placement site's attorney, director, or insurance or “risk” manager, as appropriate.
Option 5: Using the Placement Site’s Agreement

On rare occasion, you may be faced with the situation where the placement site has a standard agreement that is used “for all student placements.”

It is imperative that when presented with an agreement by a prospective placement site, you forward the document to the Office of Academic Effectiveness for review. The Office Academic Effectiveness will review and/or modify the document and return it to you to share with the site and seek their signature.

Programmatic Considerations

It is important that the student is capable of performing all that is agreed to in the agreement. Often only you, as the program director or internship coordinator, will be able to determine if programmatic requirements can be accomplished, and normally you will be responsible to see that they are completed. Such programmatic requirements are not part of the affiliation agreement.

There is often a temptation to leave these requirements rather vague, since both you and your contact are “people of good faith” who can “work out any problems as they arise.” You must resist this temptation since it can only lead to problems in the future and perhaps feelings of being betrayed or deceived. In the long run, the process of working through the programmatic requirements can only help the student, the site and you. So as you develop these documents and forms that you share with the placement site and/or student, keep the following concerns in mind.

The Educational Plan

Often you may be asked to supply a plan which states the specific objectives of the internship or field experience and how they are to be accomplished. This should be described in sufficient detail to satisfy the placement site and to inform the student. Be sure that all deadlines are reasonable.

Student Orientation

You and the placement site should agree on how much of an orientation and training you will be required to provide the student. Avoid assuming responsibility for orienting students to the Agency’s policies, practices, procedures, rules or regulations, since the placement site is in the best position to do that. However, if you do assume this responsibility, be sure you have an agreement with placement the site (preferably in writing) that the site is to be responsible for providing such information to you in a timely manner. The orientation may also serve as an opportunity for the placement site to inform the student of any hazards associated with the worksite or the work itself and to seek the student’s informed consent in writing if the placement could be expected to be considered hazardous by the “responsible person”.

The necessity of obtaining health insurance should be explained to the student in addition to the educational requirements of the placement. The orientation provides an opportunity to review the requirements of the placement with the student to determine if the student has any characteristics, limitations or beliefs which would affect his/her performance in any way.

Student Placement

You and the placement site should agree as to the amount of screening and standards for selection to be used to select students for placement. In many placements this may be the attainment of a certain academic level (e.g., senior status) or having taken certain prerequisite courses. In other cases, a certain level of skill may be required for a particular type of placement. It is important that you have the necessary ability and knowledge to assess and evaluate the agreed-upon standards.
**Placement Site Visits**
The placement site supervisor and student should have a clear idea of the number and duration of visits you or others will be making and the extent to which the University will be involved in the placement. Be sure not to agree to more visits than you are able to make. At the same time, you should make it clear that you will be visiting and that you will need to have occasional access during working hours. If some, or all, contact is to be by telephone or email that should be made clear.

**Policies and Legal Issues**
This section describes the legal and regulatory context in which the agreements process at CMU must operate. If you have any questions about the information in this section, please contact the Office of Academic Effectiveness.

**Contracting Authority**
The constitution of the State of Michigan specifically grants to the boards of trustees of public colleges and universities (including CMU) the right to enter into contracts for the purpose of conducting the institution’s business. Therefore, to be legally correct, contracts must be with “The Central Michigan University Board of Trustees” and not a department, which has no legal authority. For the same reason, agreements between a placement site and “Central Michigan University” are not legally valid or enforceable.

By necessity, CMU’s Board of Trustees must delegate its contracting authority, but it does so very carefully. In only a few instances are people other than CMU’s executive officers granted contracting authority. Whenever such authority is granted, it is done so in writing and for a specific purpose. For the purpose of affiliation agreements, the Vice Provost for Academic Effectiveness has been granted authority to sign on behalf of the University. If someone who is not authorized signs an affiliation agreement, it is not valid or enforceable. Further, if you sign an agreement or make verbal assurances on behalf of the University, the Agency could hold you liable and the University may not defend you in a lawsuit. For more information, see the office of Contracting and Purchasing Services: [https://www.cmich.edu/fas/fsr/cps/Pages/Contracting-Authority.aspx](https://www.cmich.edu/fas/fsr/cps/Pages/Contracting-Authority.aspx)

**Legal Questions**
Should you need advice on your agreement or have concerns about what you should tell the placement site beyond what is addressed in this handbook, contact the Office of Academic Effectiveness at 989-774-7211. Do not contact the University’s General Counsel. If necessary, the Office of Academic Effectiveness will consult General Counsel. The Office of Academic Effectiveness is responsible for agreements and has the right and obligation to be aware of all questions that arise and to ensure that all questions are fully asked and answered. In light of the above, the General Counsel’s office will answer questions concerning relationships with placement sites only if they come from the Office of Academic Effectiveness, the Provost, or the President.

**Clarifying Supervision**
In some affiliation agreements, the term “supervision” may be used in several different ways without differentiation. It is vitally important that we clarify what responsibilities the University internship coordinator has and those the placement site “supervisor” has with regard to supervising and directing the student. Unless you are actually willing and able to oversee and give the student instructions on his/her day-to-day activities, we do not describe your duties as “supervisory” or indicate that you will “supervise” the student while at the placement site. Rather, we would describe your activities as “administrative” or “educational liaison” and indicate that you will “plan and administer” the internship. As indicated in the discussion of liability below, this is more than just a semantic distinction.
Definition of Responsibilities
A written agreement defines the relationship and provides a list of the respective responsibilities. Typically, these responsibilities are enumerated in the following way:

“The University Shall:
1. …
2. …”

“The Agency Shall:
1. …
2. …”

“Both Parties Shall:
1. …
2. …”

If the student is to be a party to the agreement, it should also contain a list of the student’s responsibilities. If the student is not a party to the agreement, we do not make promises on his/her behalf. In the great majority of cases, there is no reason for the student to be a party to the agreement.

Finally, you must be careful not to promise or agree to provide direction beyond that which you are realistically able to provide. For example, if the agreement states that the University will certify that the student has received HIPAA training and your program does not provide that training, you should be immediately concerned about the ability of your program to fulfill this obligation.

Employment Relationship
The placement site will often want to avoid establishing a formal (or even a de facto) employment relationship with the student, since such a relationship might entail paying for fringe benefits, such as health and life insurance, as well as the placement site being held liable for such things as worker’s compensation and unemployment insurance.

If the student is receiving payment, the student is considered to be an employee. However, for some employment law purposes, it is not always necessary for the placement site to pay the student to establish an employment relationship. If the relationship between the placement site and the student has enough of an appearance of an employer/employee relationship, the courts will often treat it as such. Moreover, placement sites may provide a living allowance or tuition that may have the resemblance of a salary. In the written agreement it is therefore important to state that the reason for the field experience is for educational purposes, and that neither party (the student nor the placement site) will be considered to have an employer/employee relationship with the other. This objective is achieved with an introductory paragraph that includes the following language:

1. The University has developed a curriculum in (discipline) which requires that the student undertake an internship/field experience as part of that student’s educational preparation.
2. The placement site or Agency operates a program in (profession) and wishes to provide an internship/field experience for students who would enter (profession).

In addition, a paragraph similar to the following is often inserted: “For purposes of this Agreement, the students assigned to this (internship, clinical experience, field experience) shall be considered students and not employees of either party, and thus are not covered by Agency or University benefits, except as specifically provided elsewhere in this
Agreement. If a given student is also to be employed part- or full-time by the placement site or University, such employment shall be separately negotiated by the placement site or University and the individual student.”

The statement above is usually sufficient for determinations surrounding unemployment compensation insurance and for those insurances normally provided as a fringe benefit.

**Student Teaching**
The Michigan Supreme Court has held that an unpaid student teacher was an employee of a school district for the purposes of worker’s compensation. The court based its decision on the fact that the student provided beneficial services to the district by freeing the supervising teacher for other duties.

Many placement sites are aware of this case and some may be so cautious as to attempt to get the University to promise to pay for worker’s compensation insurance. The University cannot get worker’s compensation insurance for students in field experiences. The University could promise to reimburse the Agency for the cost of adding students to the sponsor’s policy, a rather modest cost which would come from your department budget. Some sponsors may be self-insured, as is the University, and in that situation the cost is not so modest.

Some placement sites will insist that the University insure itself against certain risks and provide proof that it has done so. Although most reasonable risks are already covered by existing policies, the University prefers not to state in agreements the amount of coverage it has or the specifics of that coverage. If the Agency insists upon an explicit promise of coverage from the University, contact the Office of Academic Effectiveness for the specific language.

**Refusal or Removal of Students**
The site will often want the right to refuse to accept certain students and if so, the University will agree to allow the site to refuse to take students for legitimate reasons. The University will not agree to allow the placement site to refuse to take students on the basis of illegal discrimination.

The placement site may also wish to have the authority to remove a student from a placement. The University will agree to remove any student upon receiving a nondiscriminatory written request from the placement site. However, in return for agreeing to the prompt removal of a student, the University insists on the placement site taking responsibility for that removal, should the student sue for damages for loss of grade, loss of time, loss of tuition, damage to reputation, etc. and it is determined by a court of law that the placement site did act illegally in removing a student from the experience.

Although not a contractual matter, your department should develop a procedure on how to deal with a student who is removed. It should address when and if the student is to be placed in an alternative placement site. How the student will be graded, what happens to the credit for which the student is enrolled, etc. The student should be informed during orientation of these policies and procedures and his/her rights to appeal the removal decision.

**Anti-Discrimination**
Federal law, Michigan law, and University policy prohibit discrimination in the conduct of educational programs. It is important that this be made clear to the placement site. Moreover, State law also requires that any contract to which the state, a state Agency or a political subdivision thereof (i.e., CMU) enters into must contain a promise that the other party will not discriminate in placement
because of race, national origin, color, creed, religion, sex, age, height, weight, marital status, disability, veteran status, sexual orientation or gender identity.

Liability, Risk Management, Certificate of Insurance
And Indemnification

Liability for Injury to the Student
Historically, our position has been that once the student is beyond the direct control of the institution, CMU has no liability for any injury which may occur. However, recent cases have clouded this issue. The question of liability may hinge on the prior knowledge of the institution, which in this case will normally mean you. If the institution (or its employees) knows, or should have known, of an unusual risk to the student, then the institution and the relevant employees may share the liability. Certainly, assignment of a student to a dangerous placement site may fall into this category. If you are involved in viewing the placement site, you should make note of any unusual hazards. Obviously, this will be a function of the type of placement and, of course, no student should be placed where the danger is great. You should brief the student on possible dangers inherent in the work or the placement site to ensure the student knowingly consents to undertake the placement. It is unnecessary to get a written waiver from the student and it may not be enforceable; but in placements that present danger to a student, a statement of those hazards and a written consent statement should be included in the student’s plan of work.

You should inform any student to be placed in an internship, clinical experience or student teaching to show proof of insurance sufficient to cover the cost of hospitalization. The insurance policy that the University makes available to all students is sufficient for local and non-local placements.

Liability for Injury to Others by the Student
It is possible that a student could be held liable for injuring someone at the placement site. A site's employee could ask the student to move a forklift and the student could back over another employee or visitor; a faculty supervisor could recommend a strategy for dealing with a client the student is counseling and the client commits suicide; a site supervisor could tell a student teacher to have his/her students practice hitting golf balls near an elementary building and a child is hit and injured; a student trainer could, on his/her own, prescribe an exercise regimen which is harmful to a client. In any of the above situations, an adverse judgment could run into hundreds of thousands of dollars. Even if the student is not held liable, the litigation costs alone could be exorbitant.

The University’s position is that liability should flow to those who were supervising or were in charge of the student at the time the incident occurred. This position demonstrates the importance of clearly stating supervisory responsibilities. If the student is under the direct control of the University and following the instructions of University faculty, the University would be liable. If, however, the student is under the supervision of a placement site's employee or agent, or someone else acting under control of the placement site's authority, the placement site would be liable. Obviously, if the student acts on his or her own and not under the supervision of either the Agency or the University, the student will probably be liable, as will the party which failed to provide supervision. This makes it vitally important that you stress to the student the limits of his/her responsibility and authority.

There is an exception to this general position of the University. Suppose in the first example cited above (the student backs a forklift over someone), the student was prone to lapses of consciousness or was a substance abuser, and these facts were known to the University but not revealed to the sponsor. If the proximate cause of the forklift accident was a loss of consciousness due to illness or
substance abuse, it is indeed possible that CMU and any responsible employees (in other words, you), could be held liable. A guiding principle should be to inform the site of any information which will bear upon a student’s capacity to perform the duties of the internship, or which could cause a potential for risk to the student or those around him/her.

**Risk Management**

The University carries liability insurance to cover a student acting on his/her own or at a faculty member’s direction. CMU is willing to cover this risk because it is possible for us to control the risk. The primary control is that you will only send students who are responsible and who have been thoroughly briefed. If a certificate of insurance is required by the placement site, send the name and address of the placement site to Risk Management, which is the office responsible for securing insurance for the University.

**Certificate of Insurance**

Periodically, an off-campus site will request proof a student provide proof of insurance before authorizing a CMU student to fulfill an internship/clinical rotation requirement at that site.

Risk Management will prepare a certificate of insurance document upon completion of the following:

1. Confirmation that an Affiliation Agreement has been approved and is on file in the Office of Academic Effectiveness.
2. Receipt of the following information from the CMU Faculty member supervising the approved internship/clinical rotation:
   a. Student name
   b. Class name and number
   c. Internship/Clinical rotation type
   d. Clinical site name
   e. Clinical site contact person
   f. Clinical site address
   g. Insurance type and limits required by the clinical site (this information is provided in the approved & signed affiliation agreement)
3. Please e-mail the above information to young2sa@cmich.edu for handling.
4. Please allow a minimum of 7 business days for the completion of your Certificate of Insurance request.
5. Certificates of Insurance will be provided to requestor for distribution.

For additional information on Certificate of Insurance please visit the Risk Management website on CentralLink.

**Indemnification**

Do not verbally assure the placement site that CMU will accept the liability for actions of the student. The University prefers that the issue of liability and responsibility for indemnification not be addressed in agreements. Although this goes against the general policy of explicitly stating each party’s responsibility, the questions of liability are so complex and so dependent on the facts of a particular incident that the University would prefer to address such questions on a case-by-case basis in court. You may find a placement site feels so uneasy about not addressing this issue that it will refuse to enter into an agreement without some specific provision. If you are unable to dissuade the placement site, contact the Office of Academic Effectiveness for assistance.
Criminal History Background Checks for Students

Procedure and Guidelines
Several Michigan Public Acts, as well as federal laws, now require that an individual who regularly provides services to certain segments of the population (generally, those deemed “vulnerable” or “special,” including but not limited to children and the sick) must submit to a criminal background check in order to obtain and maintain privileges in a clinical and/or educational setting. Additionally, many sites affiliated with Central Michigan University (CMU) for educational purposes have adopted this requirement.

The educational and clinical sites of many CMU Programs (a full list may be found on the Academic Effectiveness website http://www.academicaffairs.cmich.edu/agreements/) require CMU students to participate in the care of clients, patients, and children in various clinical or educational settings. CMU students are, therefore, subject to this legislation. Students accepted into these programs are therefore accepted contingent on passing a criminal history background check.

All students assigned to the sites for clinical and/or educational experiences listed on the Academic Effectiveness Agreements website are required to complete, and pass, a criminal history background check prior to beginning their first field experience and thereafter as required by the program. The list of sites is dynamic so check it regularly to determine if a criminal background check is required. Information to send to students and information for departments to request a LiveScan Agency Number are available on the Academic Effectiveness website.

Next Steps
Now that you have an agreement in place, you may place students at the site until the term of the agreement has ended. For this reason, it will be important for you to keep track of the end dates of those agreements which you consider most valuable. You may use the Agreements Database Search tool to help you do this.

Typically, an agreement is valid for five to seven years. We recommend that you begin the renewal process at least six months before the end date to ensure there is no gap in your ability to place students at the site. At any time, you may contact the Office of Academic Effectiveness for assistance.

The Agreement Templates section that follows contains standard agreements approved by CMU for various types of placements. Each template is electronically available on the Office of Academic Effectiveness website.
Template A

Standard Agreement Template

Unpaid

A printable electronic version of this template may be found on the Office of Academic Effectiveness website.
AFFILIATION AGREEMENT

By and Between

CENTRAL MICHIGAN UNIVERSITY BOARD OF TRUSTEES

And

(Agency Name)

This AGREEMENT is entered into this ___ day of ______, 20___ by and between __________________(insert Agency name), located in _____________ (city), ______ (state), hereinafter referred to as AGENCY, and the CENTRAL MICHIGAN UNIVERSITY BOARD OF TRUSTEES, with its main campus located in Mount Pleasant, Michigan, hereinafter referred to as the UNIVERSITY.

WHEREAS, the UNIVERSITY has curricula in (insert discipline) which require that enrolled students receive internship/field experiences as a part of their professional preparation. The UNIVERSITY therefore wishes to enter into an agreement with the AGENCY whereby UNIVERSITY students enrolled in this curriculum may receive internship/field experience at the AGENCY.

WHEREAS, the AGENCY has an interest in and the resources for providing such internship/field experience for UNIVERSITY students, IT IS THEREFORE AGREED, this Affiliation Agreement, hereinafter referred to as AGREEMENT, shall set forth the terms and conditions which will govern the internship/field experience of UNIVERSITY students at the AGENCY.

Article I: Responsibilities of the UNIVERSITY

1.01 Plan and Administer: Plan and administer, in consultation with the representatives of the AGENCY, the educational program for its students assigned to the AGENCY.

1.02 Placement Plan: Provide the AGENCY with its overall plan for the placement of students at the AGENCY at least four weeks prior to the commencement of the academic term. The plan shall include, as a minimum, the objectives of the academic plan, the number of students to be assigned, the dates and times of assignment, and the level of each student’s academic preparation. The UNIVERSITY shall consider any modification necessary to accomplish the reasonable requirements of the AGENCY.

1.03 Provide Names of Students: Provide the names of students as soon as possible after registration for each semester, but no later than four weeks prior to the beginning of placement at the AGENCY.

1.04 Pre-Placement Instruction: Provide adequate pre-placement instruction to each student in accordance with standards acceptable to both parties, and to present for placement only those students who have completed the pre-placement instructional program to the UNIVERSITY’s satisfaction.

1.05 Instruction of Regulations and Procedures: Instruct its students submitted for placement with regard to general regulations and procedures which the parties have agreed are necessary, including those regulations regarding:

   A. Confidentiality of AGENCY records and information.

   B. Authority of AGENCY staff over administrative operations.
I.06 Educational Records: Maintain all education records and reports relating to the educational program of its students, and to comply with all applicable statutes, rules and regulations respecting the maintenance of and release of information from such records. The AGENCY shall have no responsibility regarding such records and shall refer all requests regarding such information to the UNIVERSITY prior to release of any such records.

I.07 Health Insurance: Inform each student submitted for placement of the requirement to have in force health insurance policies of a scope and with limits satisfactory to the AGENCY. The UNIVERSITY shall inform each student of the importance of maintaining in force such a policy to defray the cost of hospital and medical care that might be sustained during the period of placement. The UNIVERSITY shall also inform each student of the potential monetary liability the student might incur as a result of failure to maintain sufficient coverage.

Article II: Responsibilities of the AGENCY

II.01 Primary Responsibility: Plan and administer all aspects of client services at its facilities. The AGENCY has primary and ultimate responsibility for the quality of care, service, and as such, AGENCY staff have final responsibility, authority, and supervision over all aspects of client services. UNIVERSITY students shall at all times abide by such supervision.

II.02 Supervision of Students: Provide qualified supervision of students during their placement. AGENCY supervisory employees may, in an emergency or based upon applicable standards of care/operations, temporarily relieve a student from a particular assignment or require that a student leave an area or department pending a final determination of the student's future status by the parties.

II.03 Placement of Students: Cooperate with the UNIVERSITY in the planning and conduct of the students' placements in order that the placements may be appropriate to the UNIVERSITY'S educational objectives.

II.04 Facilities: Make available to students the use of its cafeteria, conference rooms, dressing or locker rooms, library or any other appropriate facilities as required by the educational program. Except for charges for food consumed by the student, there should be no charge to the student for this access.

II.05 Pre-Placement Instruction: Provide the UNIVERSITY with all rules, regulations, procedures and information necessary for pre-placement instruction no later than 30 days prior to beginning of internship/field experience.

II.06 Release and Withdrawal of Students:

A. Have the authority to refuse any student who has previously been discharged for cause, relieved of responsibilities for cause or who would not be eligible to be employed by the AGENCY. The AGENCY shall notify the UNIVERSITY of its refusal to accept a student and its reasons for doing so in writing.

B. Have the authority to request the withdrawal of any student from the program for reasonable cause related to the need for maintaining an acceptable level of client services, and the UNIVERSITY shall immediately comply with the request. The request shall be in writing and shall state the reason for the request.
C. In the event the UNIVERSITY does not agree with the AGENCY'S refusal to accept a student or request for withdrawal, it shall provide the AGENCY with a written statement setting forth the reasons for any such disagreement within (10) ten working days after receipt of the written notice.

Article III: Mutual Responsibilities

III.01 Refusing to Accept or Withdrawal Students: In the event that either party is determined by any court or administrative agency of competent jurisdiction to have acted in an unlawful manner in refusing to accept or requesting the withdrawal of a student, the offending party shall defend, indemnify, and hold the other party harmless from any and all claims and costs arising from its unlawful act. Each party shall promptly notify the other party of any such claim, provide the other party an opportunity to defend, and provide all reasonable assistance, except financial, in making such defense. No settlement of any such claim shall be effected without the consent of the other party.

III.02 Students are Not Employees: Students assigned to this internship/field experience should be considered students and not employees of either party, thus are not covered by the AGENCY or UNIVERSITY for purposes of compensation, fringe benefits, workers’ compensation, unemployment compensation, minimum wage laws, income tax withholding, social security or any other purpose. Students are placed with the AGENCY to receive educational experience as a part of his/her academic curriculum; those duties 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. The UNIVERSITY shall notify each student of the contents of this paragraph.

III.03 Monetary Consideration: There shall be no monetary consideration paid by either party to the other, it being acknowledged that the program provided hereunder is mutually beneficial. The parties shall cooperate in administering this program in a manner which will tend to maximize the mutual benefits provided to the UNIVERSITY and AGENCY.

III.04 Compliance with Laws: Each party agrees to comply with and to be separately responsible for compliance with all laws, including but not limited to anti-discrimination laws, which may be applicable to their respective activities under this program. Both parties promise not to discriminate illegally in employment because of race, color, creed, religion, national origin, age, marital status, sex, height, weight, disability, veteran status, sexual orientation or gender identity.

III.05 Indemnity Provisions: Each party agrees that statutory and common law theories and principles of indemnification, contribution and equitable restitution shall govern and apply to claims, costs, actions, causes of action losses or expenses --including attorney fees, resulting from or caused by its actions, the actions of its employees or students, pursuant to this AGREEMENT.

III.06 Insurance: Both parties agree to maintain Comprehensive General Liability Insurance or its equivalent that covers employees and students whenever the liability might exist. A certificate of insurance will be furnished to the other party, upon request, indicating effective coverage and liability limits.

III.07 Non-Teaching Designator: No provision of this AGREEMENT shall prevent any client from requesting not to be a teaching client or prevent any member of the AGENCY’S staff from designating any client as a non-teaching client.
III.08 Extension of Rights: This AGREEMENT is intended solely for the mutual benefit of the parties hereto, and there is no intention, express or otherwise, to create any rights or interests for any party or person other than the AGENCY and the UNIVERSITY; without limiting the generality of the foregoing, no rights are intended to be created for any client, student, parent or guardian of any student, employer, or prospective employer of any student.

III.09 Sole Conduct: In the performance of respective duties and obligations under this AGREEMENT, the UNIVERSITY and AGENCY are independent contractors, and neither is the agent, employee or servant of the other, and each is responsible for its sole conduct.

III.10 Contacts: Any and all notices given under this AGREEMENT shall be directed to:

AGENCY:  
_____________________________  (Name)  
_____________________________  Central Michigan University  
_____________________________  (College)  
_____________________________  (Department)  
_____________________________  (Hall)  
_____________________________  Mount Pleasant, Michigan 48859  
_____________________________  (989) 774-(____)  
_____________________________  (email address optional)

UNIVERSITY:  
_____________________________  (Name)  
_____________________________  (College)  
_____________________________  (Department)  
_____________________________  (Hall)  
_____________________________  Mount Pleasant, Michigan 48859  
_____________________________  (989) 774-(____)  
_____________________________  (email address optional)

III.11 Term and Termination of Agreement: This AGREEMENT shall terminate on the ____ day of ____ 20__. However, it may be terminated by either party upon forty-five (45) days written notice of termination, provided that the student then receiving instruction in any program shall be given an opportunity to complete the full program during that instructional period.

III.12 Entire Agreement: This AGREEMENT constitutes the entire agreement between the AGENCY and the UNIVERSITY for the program specified and all prior discussions, agreements and understandings, whether verbal or in writing, are hereby merged into this AGREEMENT.

III.13 Headings: The headings of Articles and Sections in this document are for convenience of reference only, and are not part of this AGREEMENT.

III.14 Changes to Agreement: No amendment or modification to this AGREEMENT, including any amendment or modification of this paragraph, shall be effective unless in writing and signed by both parties.

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

AGENCY:  
Signed: ____________________________  
Name: _____________________________  
Title: _____________________________  
Dated: _____________________________

UNIVERSITY:  
Signed: ____________________________  
Name: Claudia B. Douglass, PhD  
Title: Vice Provost for Academic Effectiveness  
Dated: _____________________________
Template B

Standard Agreement Template

Paid

A printable electronic version of this template may be found on the Office of Academic Effectiveness website
AFFILIATION AGREEMENT

By and Between

CENTRAL MICHIGAN UNIVERSITY BOARD OF TRUSTEES

And

(Agency Name)

This AGREEMENT is entered into this ___ day of ______, 20__ by and between ________________ (insert Agency name), located in _____________ (city), ______ (state), hereinafter referred to as AGENCY, and the CENTRAL MICHIGAN UNIVERSITY BOARD OF TRUSTEES, with its main campus located in Mount Pleasant, Michigan, hereinafter referred to as the UNIVERSITY.

WHEREAS, the UNIVERSITY has curricula in ________________ (discipline) which require that enrolled students receive internship/field experience as a part of their professional preparation. The UNIVERSITY therefore wishes to enter into an agreement with the AGENCY whereby UNIVERSITY students enrolled in this curriculum may receive internship/field experience at the AGENCY.

WHEREAS, the AGENCY has an interest in and the resources for providing such internship/field experience for UNIVERSITY students, IT IS THEREFORE AGREED, this Affiliation Agreement, hereinafter referred to as AGREEMENT, shall set forth the terms and conditions which will govern the internship/field experience of UNIVERSITY students at the AGENCY.

Article I: Responsibilities of the UNIVERSITY

I.01 Plan and Administer: Plan and administer, in consultation with the representatives of the AGENCY, the educational program for its students assigned to the AGENCY.

I.02 Placement Plan: Provide the AGENCY with its overall plan for the placement of students at the AGENCY at least four weeks prior to the commencement of the academic term. The plan shall include, as a minimum, the objectives of the academic plan, the number of students to be assigned, the dates and times of assignment, and the level of each student’s academic preparation. The UNIVERSITY shall consider any modification necessary to accomplish the reasonable requirements of the AGENCY.

I.03 Provide Names of Students: Provide the names of students as soon as possible after registration for each semester, but no later than four weeks prior to the beginning of placement at the AGENCY.

I.04 Pre-Placement Instruction: Provide adequate pre-placement instruction to each student in accordance with standards acceptable to both parties, and to present for placement only those students who have completed the pre-placement instructional program to the UNIVERSITY’s satisfaction.

I.05 Instruction of Regulations and Procedures: Instruct its students submitted for placement with regard to general regulations and procedures which the parties have agreed are necessary, including those regulations regarding:

A. Confidentiality of AGENCY records and information.
B. Authority of AGENCY staff over administrative operations.

I.06 Educational Records: Maintain all education records and reports relating to the educational program of its students, and to comply with all applicable statutes, rules and regulations respecting the maintenance of and release of information from such records. The AGENCY shall have no responsibility regarding such records and shall refer all requests regarding such information to the UNIVERSITY prior to release of any such records.

I.07 Health Insurance: Instruct each student submitted for placement to have in force health insurance policies of a scope and with limits satisfactory to the AGENCY. The UNIVERSITY shall inform each student of the importance of maintaining in force such a policy to defray the cost of hospital and medical care that might be sustained during the period of placement. The UNIVERSITY shall also inform each student of the potential monetary liability the student might incur as a result of failure to maintain sufficient coverage.

Article II: Responsibilities of the AGENCY

II.01 Primary Responsibility: Plan and administer all aspects of internship/field responsibilities at facilities. The AGENCY has primary and ultimate responsibility for the quality of care, service, or operations, and as such, AGENCY staff have final responsibility, authority and supervision over all aspects of quality of care, service, operations and administrative operations. UNIVERSITY students shall at all times abide by such supervision.

II.02 Supervision of Students: Provide qualified supervision of students during their placement. AGENCY supervisory employees may, in an emergency or based upon applicable standards of operation, temporarily relieve a student from a particular assignment or require that a student leave an area or department pending a final determination of the student's future status by the parties. If such a removal occurs, the AGENCY agrees to promptly inform the UNIVERSITY.

II.03 Placement of Students: Cooperate with the UNIVERSITY in the planning and conduct of the students' placements in order that the placements may be appropriate to the UNIVERSITY'S educational objectives.

II.04 Facilities: Make available to students the use of its cafeteria, conference rooms, dressing or locker rooms, library or any other appropriate facilities as required by the educational program. Except for charges for food consumed by the student, there should be no charge to the student for this access.

II.05 Pre-Placement Instruction: Provide the UNIVERSITY with all rules, regulations, procedures and information necessary for pre-placement instruction no later than 30 days prior to beginning of internship/field experience.

II.06 Release and Withdrawal of Students:

A. Have the authority to refuse any student who has previously been discharged for cause, relieved of responsibilities for cause or who would not be eligible to be employed by the AGENCY. The AGENCY shall notify the UNIVERSITY of its refusal to accept a student and its reasons for doing so in writing.

B. Have the authority to request the withdrawal of any student from the program for reasonable cause related to the need for maintaining an acceptable level of client services and business...
operations, and the UNIVERSITY shall immediately comply with the request. The request shall be in writing and shall state the reason for the request.

C. In the event the UNIVERSITY does not agree with the AGENCY'S refusal to accept a student or request for withdrawal, it shall provide the AGENCY with a written statement setting forth the reasons for any such disagreement within (10) ten working days after receipt of the written notice.

Article III: Mutual Responsibilities

III.01 Refusing to Accept or Withdrawal of a Student: In the event that either party is determined by any court or administrative agency of competent jurisdiction to have acted in an unlawful manner in refusing to accept or requesting the withdrawal of a student, the offending party shall defend, indemnify, and hold the other party harmless from any and all claims and costs arising from its unlawful act. Each party shall promptly notify the other party of any such claim, provide the other party with an opportunity to defend, and provide all reasonable assistance, except financial, in making such defense. No settlement of any such claim shall be effected without the consent of the other party.

III.02 Students Serving as Employees: The students assigned to this experience should be considered student interns, and may serve as employees of the AGENCY. As employees, they may be covered by the AGENCY for purposes of compensation, fringe benefits, workers’ compensation, unemployment compensation, minimum wage laws, income tax withholding, workers’ compensation, or any other purpose. Each student is placed with the AGENCY to receive a field experience as part of his or her academic curriculum; those duties performed by a student intern are performed as an employee, in fulfillment of these academic requirements and are performed under supervision. The UNIVERSITY shall notify each student of the contents of this paragraph.

III.03 Compliance with Laws: Each party agrees to comply with all laws, including, but not limited to employment and anti-discrimination laws, which may be applicable to their respective activities under this program. Both parties promise not to discriminate illegally in employment because of race, color, creed, religion, national origin, age, marital status, sex, height, weight, disability, veteran status, sexual orientation or gender identity.

III.04 Indemnity Provisions: Each party agrees that statutory and common law theories and principles of indemnification, contribution and equitable restitution shall govern and apply to claims, costs, actions, causes of action losses or expenses—including attorney fees, resulting from or caused by its actions, the actions of its employees or students, pursuant to this AGREEMENT.

III.05 Insurance: Both Parties agree to maintain Comprehensive General Liability Insurance or its equivalent that covers employees and students whenever the liability might exist. A certificate of insurance will be furnished to the other party, upon request, indicating effective coverage and liability limits.

III.06 Administration: The parties shall cooperate in administering this program in a manner that will tend to maximize the mutual benefit provided to the UNIVERSITY and AGENCY.

III.07 Non-Teaching Client: No provision of this AGREEMENT shall prevent any client from requesting not to be a teaching client or prevent any member of the AGENCY’S staff from designating any client as a non-teaching client.
III.08 Extension of Rights: This AGREEMENT is intended solely for the mutual benefit of the parties hereto, and there is no intention, express or otherwise, to create any rights or interests for any party or person other than the AGENCY and the UNIVERSITY.

III.09 Sole Conduct: In the performance of their respective duties and obligations under this AGREEMENT, the UNIVERSITY and AGENCY are independent contractors, and neither is the agent, employee or servant of the other, and each is responsible for its sole conduct.

III.10 Contacts: Any and all notices given under this AGREEMENT shall be directed to:

AGENCY: 
_____________________________  (Name) 
_____________________________  Central Michigan University 
_____________________________  (College) 
_____________________________  (Department) 
_____________________________  (Hall) 
_____________________________  Mount Pleasant, Michigan 48859 
_____________________________  (989) 774-(____) 
_____________________________  (email address optional)

UNIVERSITY:
_____________________________  (Name) 
_____________________________  Claudia B. Douglass, PhD 
_____________________________  Vice Provost for Academic Effectiveness 

III.11 Term and Termination of Agreement: This AGREEMENT shall terminate on the ___ day of ___, 20___. However, it may be terminated by either party upon forty-five (45) days written notice of termination, provided that the student then receiving instruction in any program shall be given an opportunity to complete the full program during that instructional period.

III.12 Entire Agreement: This AGREEMENT constitutes the entire agreement between the AGENCY and the UNIVERSITY for program specified and all prior discussions, agreements and understandings, whether verbal or in writing, are hereby merged into this AGREEMENT.

III.13 Headings: The headings of Articles and Sections in this document are for convenience of reference only, and are not part of this AGREEMENT.

III.14 Changes to Agreement: No amendment or modification to this AGREEMENT, including any amendment or modification of this paragraph, shall be effective unless in writing and signed by both parties.

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

AGENCY:
Signed: ____________________________
Name: ____________________________
Title: ____________________________
Dated: ____________________________

UNIVERSITY:
Signed: ____________________________
Name: ____________________________
Title: Vice Provost for Academic Effectiveness 
Dated: ____________________________

26 | P a g e
Template C

Standard Addendum Template

A printable electronic version of this template may be found on the Office of Academic Effectiveness website.
AGREEMENT ADDENDUM

This instrument entered into effective the _____ day of _______, 20___ constitutes an addendum to the Affiliation Agreement dated ___________ by and between __________ (insert Agency name), located in __________ (city), ______ (state), and herein referred to as AGENCY, and the Central Michigan University Board of Trustees, with its main campus located in Mt. Pleasant, Michigan, herein referred to as UNIVERSITY.

Recital

AGENCY and UNIVERSITY entered into the agreement identified above setting forth their understanding concerning the terms upon which students in _________________ would receive internship experience in a hospital setting. (academic program)

NOW, THEREFORE, the Agreement is hereby amended by:

1. The expansion of the internship opportunity to include the UNIVERSITY’S _________________ at the AGENCY; and (program)

2. The amendment of Item _____ on page _____ to state as follows:

Contacts: Any and all notices given under this Agreement shall be directed to:

AGENCY:
(name and address)

UNIVERSITY:
Central Michigan University
For _________________ For _________________
(Current Program) (New Program)
(Contact Name) (Contact Name)
(Address) (Address)

Except as otherwise set forth above, the Agreement continues in full force and effect in accordance with its original terms. To the extent of any inconsistency between the terms of the Agreement and of the Addendum, the terms of this Addendum shall prevail.

In witness whereof, the parties hereto have signed this Agreement Addendum which shall be effective on the day and year first above written.

AGENCY: UNIVERSITY:

Signed: ________________________________ Signed: ________________________________
Name: ________________________________ Name: Claudia B. Douglass, PhD
Title: ________________________________ Title: Vice Provost for Academic Effectiveness
Dated: ________________________________ Dated: ________________________________
Template D

Clinical Experience Agreement Template

A printable electronic version of this template may be found on the Office of Academic Effectiveness website.
AGREEMENT CONCERNING CLINICAL EXPERIENCE
by and between
CENTRAL MICHIGAN UNIVERSITY BOARD OF TRUSTEES
and
(insert SCHOOL name)
Central Michigan University, hereinafter referred to as CMU, and ________________, hereinafter referred to as SCHOOL, located in _______________ (city), ______ (state), agree that:

1. The SCHOOL may be utilized by CMU for the purpose of all Clinical Experiences including, but not limited to, Student Teaching, Pre-Student Teaching (Mid-Tier), and Service Learning, hereinafter referred to as Clinical Experience. This Agreement shall be effective as of ___________ (date) and shall terminate on _______________ (date 7 years after effective date) as written unless revised or terminated by either party in writing 60 days prior to the beginning of any semester, or unless legislative action decrees otherwise.

2. Student selection and placement will be based on the following:
   A. Must meet all CMU and State eligibility requirements identified for the Clinical Experience.
   B. Approval or disapproval of Student placements for all Clinical Experience will be the responsibility of the CMU Teacher Education and Professional Development (TEPD) Department Chair or designee and the Superintendent of Schools or designee. No CMU Student will be placed in the SCHOOL or with a specific participating teacher without the approval of both the TEPD Chair or designee and the Superintendent of Schools or designee.

3. Participating teachers(s) will be selected based on the following:
   A. Selection of participating teachers is the responsibility of the Superintendent of Schools or designee in collaboration with the appropriate CMU clinical experience coordinator.
   B. Minimum requirements for participating teachers of Student Teaching or Pre-Student Teaching (Mid-Tier) Students must include:
      (1) Master’s degree or Bachelor’s degree with significant progress toward completion of a Master’s Degree;
      (2) interest in working with the Students in a Clinical Experience;
      (3) minimum of three years successful teaching experience;
      (4) holder of a professional teaching certificate; and
      (5) recommendation of building principal.

4. While on the SCHOOL premises, Students will be under the direct supervision of the SCHOOL and will be subject to the SCHOOL’S policies and regulations.
   A. Students are fulfilling the requirements of their academic curriculum and are not employees of either party and, thus, are not covered by the SCHOOL or CMU for purposes of compensation, fringe benefits, worker’s compensation, unemployment compensation, minimum wage laws, income tax withholding, social security or any other purpose because of their participation in the education program.
   B. It is understood that if the SCHOOL elects to compensate the Students for other duties or services during the Clinical Experience, it is done under the rules and guidelines of the SCHOOL.
C. Any change in the Clinical Experience assignment will be made with the approval of both the Superintendent of Schools or designee and the TEPD Chair or designee.

D. Both CMU and the SCHOOL agree to comply with and be separately responsible for compliance with all laws, including anti-discrimination laws, which may be applicable to their respective activities under this Agreement.

E. Both CMU and the SCHOOL agree to maintain Comprehensive General Liability Insurance which covers employees and Students “whenever the liability might exist.”

5. The CMU clinical experience coordinator, or designee, shall be allowed to visit classrooms or wherever Students are assigned and confer periodically with the participating teachers and principal concerning the Student’s progress and final evaluation (if a final evaluation is required).

6. CMU will provide the SCHOOL with Student names, assignments and other relevant information.

7. The number of Students assigned to the SCHOOL will be determined by the availability of Students and the willingness and availability of participating teachers to work with CMU Students.

8. All costs related to a required background checks by a SCHOOL are the responsibility of the Student. CMU will not be responsible for any cost incurred for a background check.

9. All results from required background checks by a SCHOOL will be directed to the designated SCHOOL contact by the Student prior to assignment at the SCHOOL.

10. Approval of the terms of this contract shall be indicated by the signatures on this Agreement of the Vice Provost for Academic Effectiveness for CMU and the Superintendent of Schools for the SCHOOL.

11. Any and all notices given under this Agreement shall be directed to:

   **SCHOOL:**
   
   __________________________________________
   __________________________________________
   __________________________________________
   __________________________________________
   __________________________________________
   __________________________________________
   __________________________________________
   __________________________________________

   **CMU:**
   
   Director of Student Teaching
   Central Michigan University
   College of Education and Human Services
   Teacher Education and Professional Development
   421 EHS
   Mount Pleasant, MI 48859
   (989) 774-4411
   (insert e-mail)

The persons signing this Agreement assert that they have the authority to execute this Agreement on behalf of the party they represent.

**SCHOOL:**
Signed: 
Name: 
Title: 
Dated: 

**CMU:**
Signed: Claudia B. Douglass, PhD
Name: Vice Provost for Academic Effectiveness
Title: 
Dated: 
Template E

Service-Learning Agreement Template

A printable electronic version of this template may be found on the Office of Academic Effectiveness website.
SERVICE-LEARNING EXPERIENCE AGREEMENT BETWEEN
Central Michigan University Board of Trustees
And
(Agency Name)
(fill in items in parenthesis, complete signature lines, and remove these instructions before sending)

As the faculty member for (specific course name and number) at Central Michigan University (CMU) in Mount Pleasant, Michigan, I want to thank you for providing CMU students with service-learning opportunities at (name of agency or company), hereinafter referred to as Agency. To assure that we are all working from the same framework, I would like to outline for you the nature of the service-learning requirements that the University places on its students and what we hope you can provide.

This agreement will be in effect from (date) until (date plus 7 years) and shall apply to any future students who may fulfill their service-learning requirements at the Agency until the agreement expires.

Responsibilities of Central Michigan University:
1. Plan and administer, in consultation with the Agency and the student, a service-learning experience that will qualify for the intended academic experience and benefit the Agency.
2. Provide the Agency with the name(s) of student(s) to be assigned to the Agency.
3. Inform all students that they shall be required to abide by the rules of the Agency.
4. Maintain all education records and reports relating to the educational program of its students, and comply with all applicable statutes, rules, and regulations respecting the maintenance of and release of information from such records. The Agency shall have no responsibility regarding such records and shall refer all requests regarding such information to CMU.
5. Inform each student of the importance of maintaining health insurance to defray the cost of hospital or medical care that might be required during the period of the service-learning experience. CMU shall also inform each student of the potential monetary liability the student might incur as a result of failure to maintain sufficient coverage.

Responsibilities of the Agency:
1. Make the final determination as to whether to accept a particular student for the service-learning experience.
2. Provide qualified supervision of each student during their service-learning experience.
3. Promptly notify the service-learning coordinator or faculty member of any inappropriate behavior on the part of the student. The Agency shall have the authority to request the withdrawal of any student for reasonable cause and CMU will immediately investigate and take appropriate action.
4. Provide periodic reports and/or evaluations of the student’s work to the CMU faculty member when requested.
5. Maintain Comprehensive General Liability Insurance or its equivalent.

Faculty member: Agency: Central Michigan University:
Signed: ___________________ Signed: ___________________ Signed: ____________________
Name: ____________________ Name: ____________________ Name: Claudia B. Douglass, PhD
Department: _______________ Title: _____________________ Title: Vice Provost for Academic Effectiveness
Date: _____________________ Date: _____________________ Date: ______________________

c: Agreements Coordinator, Academic Effectiveness, WA 312
Service-Learning Coordinator, FaCIT, Park 413
Agency Contact
Template F

College of Business Administration Agreement Template

A printable electronic version of this template may be found on the Office of Academic Effectiveness website
INTERNSHIP AGREEMENT
Between
Central Michigan University Board of Trustees
AND
(insert Agency name)
This Agreement is entered into this _____ day of __________, 20___ and sets forth terms and conditions which govern internship experiences for student(s) of Central Michigan University (CMU) at (insert Placement Site - Name and Address) (Agency). CMU and the Agency wish to enter into an agreement whereby CMU student(s) may receive internship experience at the Agency.

Responsibilities of CMU:
1. Plan and administer, in consultation with the Agency, the internship experience in the (insert name of discipline) program for CMU student(s) assigned to the 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 shall be required to abide by the rules and policies of the Agency. Upon notification from the Agency of improper conduct by a student, CMU will immediately investigate and take appropriate action.
4. Maintain all educational records of CMU students and comply with all statutes, rules and regulations regarding release of any information from such records. The Agency shall have no responsibility regarding the maintenance or release of such records.
5. CMU shall recommend that student(s) have in force a health insurance policy to defray the cost of hospital or medical care that might be required during the period of placement. CMU shall inform student(s) of potential monetary liability the student(s) might incur as a result of failure to maintain sufficient coverage.

Responsibilities of the Agency:
1. The Agency shall designate a primary supervisor of the student(s) who agrees to be available for instruction during the internship.
2. The Agency shall retain full responsibility for the Agency’s operations and administration.
3. The Agency shall provide 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. The Agency shall have the authority to request the withdrawal of any student(s) from the internship experience for reasonable cause related to the need to maintain an acceptable level of service and/or business operations. Such request shall be in writing. CMU shall immediately comply with the request.

Mutual Terms:
1. Student(s) assigned to this experience under this Agreement should be considered student interns, and may serve as employees of the Agency. As employees, they may be covered by the Agency for purposes of compensation, fringe benefits, workers’ compensation, unemployment compensation, minimum wage laws, income tax withholding, social security or any other purpose. Student(s) are placed with the Agency to receive a field experiences as part of his or her academic curriculum; those duties performed by student interns are performed as employees, in fulfillment of academic requirements and are performed under Agency supervision. If the Agency and student(s) enter into such an employment relationship, it shall be independent of, outside the scope of, and shall in no way modify or revoke the obligations of the Agency and CMU under this Agreement, unless the parties expressly provide otherwise in writing. CMU shall immediately comply with the request.
2. Both CMU and the Agency agree that statutory and common law theories and principles of indemnification, contribution and equitable restitution shall govern and apply to claims, costs, actions, causes of actions, losses or expenses—including attorney fees, resulting from or caused by its actions, the actions of its employees or student(s), pursuant to this Agreement.
3. Both CMU and the Agency shall maintain Comprehensive General Liability Insurance or its equivalent.
4. In the performance of their respective duties and obligations under this Agreement, CMU and the 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.
5. This Agreement shall terminate on the _____ day of __________, 20___. However, it may be terminated by either party upon forty-five (45) days written notice of termination, provided that student(s) then receiving instruction shall be given an opportunity to complete the full program during his/her instructional period.

UNIVERSITY:
By: ___________________________ By: ___________________________
Name: ___________________________ Name: Claudia B. Douglass, PhD
Title: ___________________________ Title: Vice Provost for Academic Effectiveness
Dated: ___________________________ Dated: ___________________________
Template G

College of Communications and Fine Arts Agreement Template

A printable electronic version of this template may be found on the Office of Academic Effectiveness website
INTERNSHIP AGREEMENT BETWEEN  
Central Michigan University Board of Trustees  
AND  
Placement Site

This Agreement sets forth terms and conditions which govern the internship experience of students of Central Michigan University (“CMU”) at ______________ (insert Agency name), (Address) (“Agency”).

Responsibilities of CMU:
1. Plan and administer, in consultation with Agency, the internship experience in the ______________ 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 shall 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. Agency shall have no responsibility regarding maintenance or release of such records.
5. Ensure that student(s) have professional liability coverage under CMU’s General Liability Insurance Policy throughout the rotation.
6. CMU shall recommend that student(s) have in force a health insurance policy to defray the cost of hospital or medical care that might be sustained during the period of placement. CMU shall 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 shall designate a primary supervisor of the student(s) who agrees to be available for instruction during the internship. Agency shall retain full responsibility for Agency’s operations and administration.
2. Agency shall 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.
3. Agency shall have the authority to request the withdrawal of any student from the internship experience for reasonable cause related to the need to maintain an acceptable level of service and/or business operations. Such request shall be in writing. CMU will immediately comply with the request.

Mutual Terms:
1. The student(s) assigned under this Agreement is/are assigned solely to obtain the educational experience contemplated under this Agreement. This Agreement is not an employment agreement between the student and Agency or student and CMU or Agency and CMU. Therefore, the student shall not be deemed an employee of Agency for purposes of compensation, fringe benefits, workers’ compensation, unemployment compensation, minimum wage laws, income tax withholding, social security, or for any other purpose because of his/her participation in the internship experience. During the period Student is a participant in the internship experience, Agency and the student may enter into an employment relationship. If Agency and student enter into an employment relationship, Agency and student shall establish any and all terms of that employment relationship, including hours, wages, and fringe benefits. CMU will not be a party to such an employment relationship. If Agency and student enter into such an employment relationship, that relationship shall be independent of, outside the scope of, and shall in no way modify or revoke the obligations of Agency and CMU under this agreement, unless the parties expressly provide otherwise in writing.
2. Both parties shall maintain Comprehensive 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. Each party agrees to comply with and to be separately responsible for compliance with all laws, including but not limited to anti-discrimination laws, which may be applicable to their respective activities under this program. Both parties shall not discriminate on the basis of sex, disability, race, national origin, color, creed, religion, marital status, height, weight, veteran status, sexual orientation or gender identity, or age.
5. This agreement shall be effective on the ____ day of ____________ (month), ______ (year) and shall terminate on the ____ day of ____________ (month), ______ (year). However, it may be terminated by either party upon forty-five (45) days written notice of termination to the other party, provided, however, that the student then receiving instruction in any program shall be given an opportunity to complete the full program during his/her instructional period.

AGENCY:
Signed: ____________________________  
Name: _______________________________  
Title: ________________________________  
Dated: ______________________________

UNIVERSITY:
Signed: ____________________________  
Name: Claudia B. Douglass, PhD  
Title: Vice Provost for Academic Effectiveness  
Dated: ______________________________
Template H

International Affiliation Agreement Template

A printable electronic version of this template may be found on the Office of Academic Effectiveness website
INTERNATIONAL AFFILIATION AGREEMENT

By and Between

CENTRAL MICHIGAN UNIVERSITY BOARD OF TRUSTEES

And

( Agency Name )

This AGREEMENT is entered into this ______ day of ________, 20__ by and between (name of Agency), ____________________________ located in (address of Agency), hereinafter referred to as AGENCY (or HOSPITAL, COMPANY, etc.), and the CENTRAL MICHIGAN UNIVERSITY BOARD OF TRUSTEES, with its main campus located in Mount Pleasant, Michigan, USA, hereinafter referred to as the UNIVERSITY.

WHEREAS, the UNIVERSITY has curricula in (name of discipline) which require that enrolled students receive internship experiences as a part of their professional preparation. The UNIVERSITY therefore wishes to enter into an agreement with the AGENCY whereby UNIVERSITY students enrolled in these curricula may receive internship experience at the AGENCY.

WHEREAS, the AGENCY has an interest in and the resources for providing such internship experience for UNIVERSITY students, IT IS THEREFORE AGREED, this Affiliation Agreement, hereinafter referred to as AGREEMENT, shall set forth the terms and conditions which will govern the internship experience of UNIVERSITY students at the AGENCY.

Article I: Responsibilities of the UNIVERSITY

I.01 Plan and Administer: Plan and administer, in consultation with the representatives of the AGENCY the educational program for its students assigned to the AGENCY.

I.02 Acceptable Site: Acknowledge and agree that this AGENCY is an acceptable site for fulfilling the students’ academic internship requirements.

I.03 Placement Plan: Provide the AGENCY with its overall plan for the placement of students at the AGENCY at least ____ days or weeks prior to the commencement of the academic term. The plan shall include, as a minimum, the objectives of the academic plan, the number of students to be assigned, the dates and times of assignment, and the level of each student's academic preparation. The UNIVERSITY shall consider any modification necessary to accomplish the reasonable requirements of the AGENCY.

I.04 Provide Names of Students: Provide the names of students as soon as possible after registration for each semester, but no later than ________ days prior to the beginning of the placement at the AGENCY.

I.05 Pre-Placement Instruction: Provide adequate pre-placement instruction to each student in accordance with standards acceptable to both parties, and to present for placement only those students who have completed the pre-placement instructional program to the UNIVERSITY’S satisfaction.

I.06 Instruction of Regulations and Procedures: Instruct its students submitted for placement with regard to general regulations and procedures which the parties have agreed are necessary, including those regulations regarding:

A. Confidentiality of (client, patient, etc.) and AGENCY records and information.
B. Authority of AGENCY staff over administrative operations.
C. Cultural issues about which students must be aware.
D. Instruct students that they must abide by the laws of the host country and by the rules and regulations of the AGENCY.

I.07 Educational Records: Maintain all education records and reports relating to the educational program of its students, and to comply with all applicable statutes, rules and regulations respecting the maintenance of and release of information from such records. The AGENCY shall have no responsibility regarding such records and shall refer all requests regarding such information to the UNIVERSITY prior to release of any such records.

I.08 Health Insurance: Inform each student submitted for placement of the requirement to have in force health insurance policies of a scope and with limits satisfactory to the AGENCY, including evacuation and repatriation coverage. The UNIVERSITY shall inform each student of the importance of maintaining in force such a policy to defray the cost of hospital and medical care that might be sustained during the period of placement. The UNIVERSITY shall also inform each student of the potential monetary liability the student might incur as a result of failure to maintain sufficient coverage.

Article II: Responsibilities of the AGENCY

II.01 Primary Responsibility: Plan and administer all aspects of client services at its facilities. The AGENCY has primary and ultimate responsibility for the quality of care, service, and as such, AGENCY staff have final responsibility, authority, and supervision over all aspects of client services. UNIVERSITY students shall at all times abide by such supervision.

II.02 Supervision of Students: Provide qualified supervision of students during their placement. AGENCY supervisory employees may, in an emergency or based upon applicable standards of operation, temporarily relieve a student from a particular assignment or require that a student leave an area or department pending a final determination of the student's future status by the parties.

II.03 Placement of Students: Cooperate with the UNIVERSITY in the planning and conduct of the students' placements in order that the placements may be appropriate to the UNIVERSITY's educational objectives.

II.04 Facilities: Make available to students the use of its cafeteria, conference rooms, dressing or locker rooms, library or any other appropriate facilities as required by the educational program. Except for charges for food consumed by the student, there should be no charge to the student for this access.

II.05 Pre-Placement Instruction: If applicable, provide the UNIVERSITY with all rules, regulations, procedures and information necessary for pre-placement instruction (no later than 30 days prior to the student’s placement at AGENCY.)

II.06 Release and Withdrawal of Students:

A. Have the authority to refuse any student who has previously been discharged for cause, relieved of responsibilities for cause or who would not be eligible to be employed by the AGENCY. The AGENCY shall notify the UNIVERSITY of its refusal to accept a student and its reasons for doing so in writing.

B. Have the authority to request the withdrawal of any student from the program for reasonable cause related to the need for maintaining an acceptable level of client services and business operations, and the UNIVERSITY shall immediately comply with the request. The request shall be in writing and shall state the reason for the request.

C. In the event the UNIVERSITY does not agree with the AGENCY's refusal to accept a student or request for withdrawal, it shall provide the AGENCY with a written statement setting forth
the reasons for any such disagreement within (10) ten working days after receipt of the written notice.

Article III: Mutual Responsibilities

III.01 Student Housing: Students are responsible for obtaining their own housing for the period of the internship.

III.02 Refusing to Accept or Withdrawal of a Student: In the event that either party is determined by any court or administrative Agency of competent jurisdiction to have acted in an unlawful manner in refusing to accept or requesting the withdrawal of a student, the offending party shall defend, indemnify, and hold the other party harmless from any and all claims and costs arising from its unlawful act. Each party shall promptly notify the other party of any such claim, provide the other party an opportunity to defend, and provide all reasonable assistance, except financial, in making such defense. No settlement of any such claim shall be effected without the consent of the other party.

III.03 Students are Not Employees: The students assigned to this experience should be considered students and not employees of either party and thus are not covered by the AGENCY or UNIVERSITY for purposes of compensation, fringe benefits, workers’ compensation, unemployment compensation, minimum wage laws, income tax withholding, social security or any other purpose. Each student is placed with the AGENCY to receive this educational experience as a part of his or her academic curriculum; those duties performed by a student are not performed as an employee, 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. The UNIVERSITY shall notify each student of the contents of this paragraph.

III.04 Monetary Consideration: There shall be no monetary consideration paid by either party to the other, it being acknowledged that the program provided hereunder is mutually beneficial. The parties shall cooperate in administering this program in a manner which will tend to maximize the mutual benefits provided to the UNIVERSITY and AGENCY.

III.05 Compliance with Laws: Each party agrees to comply with and to be separately responsible for compliance with all laws, including but not limited to anti-discrimination laws, which may be applicable to their respective activities under this program. Both parties promise not to discriminate illegally in employment because of race, color, creed, religion, national origin, age, marital status, sex, height, weight, disability, veteran status, sexual orientation or gender identity.

III.06 Indemnity Provisions: Each party agrees that statutory and common law theories and principles of indemnification, contribution and equitable restitution shall govern and apply to claims, costs, actions, causes of action losses or expenses --including attorney fees, resulting from or caused by its actions, the actions of its employees or students, pursuant to this AGREEMENT.

III.07 Insurance: Both Parties agree to maintain Comprehensive General Liability Insurance or its equivalent that covers employees and students whenever the liability might exist. A certificate of Insurance will be furnished to the other party, on request, indicating effective coverage and liability limits.

III.08 Non-Teaching Designator: No provision of this AGREEMENT shall prevent any client from requesting not to be a teaching client or prevent any member of the AGENCY’S staff from designating any client as a non-teaching client.

III.09 Extension of Rights: This AGREEMENT is intended solely for the mutual benefit of the parties hereto, and there is no intention, express or otherwise, to create any rights or interests for any
party or person other than the AGENCY and the UNIVERSITY; without limiting the generality of the foregoing, no rights are intended to be created for any client, student, parent or guardian of any student, employer, or prospective employer of any student.

III.10 Sole Conduct: In the performance of their respective duties and obligations under this AGREEMENT, the UNIVERSITY and AGENCY are independent contractors, and neither is the agent, employee or servant of the other, and each is responsible for its sole conduct.

III.11 Contacts: Any and all notices given under this AGREEMENT shall be directed to:

AGENCY:
____________________________________________________
____________________________________________________
____________________________________________________
____________________________________________________
____________________________________________________
____________________________________________________
____________________________________________________

UNIVERSITY:
____________________________________________________
Name
Central Michigan University
College
Department of
Hall
Mount Pleasant, Michigan 48859
(989) 774-____
(email address optional)

III.12 Term and Termination of Agreement: This AGREEMENT shall terminate on the _____ day of _______ (month), 20___. However, it may be terminated by either party upon forty-five (45) days written notice of termination, provided that the student then receiving instruction in any program shall be given an opportunity to complete the full program during that instructional period.

III.13 Entire Agreement: This AGREEMENT constitutes the entire agreement between the AGENCY and the UNIVERSITY for program specified and all prior discussions, agreements and understandings, whether verbal or in writing, are hereby merged into this AGREEMENT.

III.14 Headings: The headings of Articles and Sections in this document are for convenience of reference only, and are not part of this AGREEMENT.

III.15 Changes to Agreement: No amendment or modification to this AGREEMENT, including any amendment or modification of this paragraph, shall be effective unless in writing and signed by both parties.

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

AGENCY:                                                                                       UNIVERSITY:
Signed:                                                                                       Signed: ________________________________
Name: ________________________________________________________________________________
Title: ________________________________________________________________________________
Dated: ________________________________________________________________________________

Name: Claudia B. Douglass, PhD
Title: Vice Provost for Academic Effectiveness
Dated: ________________________________