**AFFILIATION AGREEMENT (DRAFT)**

**BETWEEN**

**WESTERN WASHINGTON UNIVERSITY**

**Bellingham, WA**

**AND**

**HOST SITE (Non-healthcare)**

**City, State**

This Agreement is made and entered into this \_\_\_ day of \_\_\_\_\_\_\_\_ by and between Western Washington University (hereinafter “Western”), a Washington State institution for higher education located in Bellingham WA and Host Site (hereinafter “Host Site”), a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_organization serving \_\_\_\_\_\_\_\_\_\_\_\_\_ and located in \_\_\_\_\_\_\_\_.

TERM OF AGREEMENT

The term of this Agreement shall begin January 1, 20XX and end January 1, 20XX.

PURPOSE

The primary purpose of this Agreement is to facilitate a student internship in type of profession with Host Site that is offered in conjunction with the Name of Program at Western (hereinafter “Program”). The Program is the primary opportunity for students to experience practical application of theories and concepts in the world of professional practice. An internship is an integral part of a student’s total educational preparation for a professional career. Through the internship, the student is provided with a supervised experience in a setting that offers type of profession experiences as a direct or indirect service. The primary purpose of the internship is to provide opportunities for professional and personal educational growth for students through on-the-job experiences in type of profession leadership and administration in settings such as Host Site’s. Students in the Program will be supported by a Western faculty advisor and work with a Host Site supervisor to fulfill the purpose of the Program.

RESPONSIBILITIES

Western agrees to:

* Select students who have the requisite maturity and academic requirements for participation in the Program.
* Assign a faculty advisor to confer with the student intern and provide advice and support.
* To supervise arrangements for and give final approval of a Learning Plan (a separate learning agreement for each student intern).
* To evaluate Program reports, the student intern's overall performance, and communicate progress to the student intern.
* To communicate with Host Site supervisor.
* To be available for consultation as necessary.
* To serve as a resource person for both Host Site supervisor and student intern.
* Exchange ideas directed toward improvement of the Program and related academic experiences.
* Require student interns to be covered under a professional liability insurance policy offered by Source or obtain comparable coverage elsewhere.
* Strongly recommend that student interns obtain and/or maintain health insurance coverage during the Program that provides essential health benefits as required by the Affordable Care Act (ACA).

The Host Site agrees to:

* Agrees to accept up to \_\_\_\_\_\_\_\_\_\_\_\_\_ student interns from Western for the academic year 20XX-XX.
* Assign a supervisor to direct and support the student intern during their Program at Host Site.
* To assist with arrangements for and enter into a Learning Plan for each student intern (a separate learning agreement for each student intern).
* Create a working environment within which student interns grow in regard to their duties and responsibilities.
* To interpret the Program to the Host Site board or controlling body of the Host Site and to the community, and to obtain official Host Site approval of the Program.
* To interpret the Program to the Host Site staff and help student interns gain acceptance as Host Site staff members.
* To help student interns understand their work as it relates to the Host Site and the community it serves.
* To define student intern responsibilities and facilitate their growth and development through:
* Meetings with student interns to lay out the program they will pursue.
* Meeting weekly with student interns to discuss problems, leadership techniques, operational methods and other matters which will assist student interns in fulfilling their internship functions.
* Supportively require performance standards facilitating the student intern's professional growth.
* To evaluate student intern work through:
* Scheduled and unscheduled conferences with the student intern as they are necessary; scheduled conferences with the student intern and faculty advisor.
* Cooperation with the faculty advisor in establishing evaluative criteria for student intern work.
* The Host Site supervisor should use the criteria for:
* Oral evaluations of student intern work during the Program.
* Written mid-term and final evaluations, a copy of which may be kept by the student intern.
* To provide an onsite orientation to students prior to the start of their work. An orientation should include a tour of Host Site; discussion of the student intern’s specific duties and responsibilities; review of applicable rules and regulations; and review of the Host Site’s applicable policies and procedures, including those related to emergencies and accidents, health and safety, and discrimination and harassment (including sexual harassment).
* For student interns seeking certification under the supervision of an Host Site supervisor who is certified, to help student interns learn and practice knowledge and skills as delineated and defined by the certification body.

Both parties mutually agree that:

* Each will effectively collaborate with the other on the development and ongoing success of the Program by maintaining open communication and evaluation between the Host Site, Western and student intern.
* Either may remove a student intern from placement at Host Site for failure to abide by applicable rules, regulations or policies or for any reason deemed reasonable by the party. However, the party initiating the removal must first discuss the matter with the student intern and must consult the other before final action is taken.
* Both parties agree to comply with the Family Educational Rights and Privacy Act (FERPA).

TERMINATION

Either party may terminate this Agreement at any time, upon written notification of the other, if it is unable to sustain its Responsibilities under the Program due to inadequate funding, personnel or for any other reason.

FORCE MAJEURE

The obligations of the parties shall be suspended and excused if the performance of either is

prevented or delayed by acts of nature, earthquakes, fire, flood, or the elements, malicious mischief, insurrection, riots, strikes, lockouts, boycotts, picketing, labor disturbances, war, compliances with any directive, order or regulation of any governmental authority or representative thereof made under claim or color of authority; loss of funding; loss or shortage of any part of a party’s own or customary transportation or delivery facilities, or for any reason beyond the control of the party whether or not similar to the foregoing

PROHIBITION AGAINST ASSIGNMENT

Neither this Agreement nor any interest therein may be assigned by any party without first obtaining the written consent of the other parties.

GOVERNING LAW

This Agreement shall be governed by the laws of the State of Washington. Any action brought hereunder shall be in Superior Court, County of Whatcom, State of Washington.

NONDISCRIMINATION

During the performance of this Agreement, the parties shall comply with all applicable federal and state nondiscrimination laws, regulations and applicable internal policies maintained by the parties. In the event of a party’s noncompliance or refusal to comply with any nondiscrimination law, regulation, or policy this Agreement may be rescinded, canceled, or terminated in whole or in part, and the party may be declared ineligible for further agreements with the other. The party shall, however, be given a reasonable time in which to cure this noncompliance.

LIABILITY AND INSURANCE

Each party to this Agreement is responsible for the negligent acts and/or omissions of its own officers, employees, volunteers and agents. Neither party is considered the agent of the other and neither party assumes any responsibility to the other for the consequences of any act or omission of any person or entity not a party to this Agreement.

Each party shall maintain during the term of this Agreement a liability insurance program with coverage for itself, its officers, employees, volunteers and agents. Evidence of liability insurance shall be provided upon request by either party.

WAIVER AND SEVERABILITY

No provision of this Agreement, or the right to receive reasonable performance of any act called for by its terms, shall be deemed waived by a waiver of a breach thereof as to a particular transaction or occurrence.

If any term or condition of this Agreement or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other terms, conditions, or applications of the Agreement, which can be given effect without the invalid term, condition, or application; to this end, the terms and conditions of this Agreement are declared severable.

ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing executed by all the parties.

INDIVIDUALS RESPONSIBLE FOR THIS AGREEMENT

The following persons are responsible for the execution and administration of this Agreement for their respective parties:

For Western: Dr. Name

Program

WESTERN WASHINGTON UNIVERSITY

516 High Street, MS-

Bellingham, Washington 98225-

Phone: (360) 650-

E-mail:

For Host Site: Name

Host Site

Street address

City, State Zip

Phone:

E-mail

and/or other such person as either party may direct in writing to the other party.

This Agreement is effective upon the signing of the authorized officials named below.

For: For:

WESTERN WASHINGTON UNIVERSITY HOST SITE

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Dr. Brent Carbajal Name

Provost & Vice President for Academic Title

Affairs

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Approval as to Legal Form:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_

Assistant Attorney General