



# NORTHERN MICHIGAN UNIVERSITY

## AFFILIATION AGREEMENT

### INDIVIDUAL STUDENT-ARRANGED UNPAID WORK EXPERIENCE

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This agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the below agency or business, referred to as AGENCY and Northern Michigan University, Department of Communication & Performance Studies (CAPS) referred to as NMU and shall continue thereafter unless terminated by either party upon 90 days written notice to the other party.

AGENCY (or Business)

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

NMU offers curricula, which permit enrolled students to receive work experience as part of their professional preparation. NMU wishes to enter into an arrangement with the AGENCY where the student may receive this experience and the AGENCY has an interest in, and resources for, providing this experience.

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

AGENCY contact: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

NMU contact: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## **GENERAL TERMS AND CONDITIONS**

1. Students should be considered students and not employees of either party and thus not covered by AGENCY or NMU for purposes of compensation, fringe benefits, workers' compensation, unemployment compensation, minimum wage laws, income tax withholding, social security or any other purpose, because of their participation in an internship/work experience.
2. For each student placed with Agency there will be a LEARNING AGREEMENT that describes the expected learning outcomes for that student, including the tasks that the student is expected to be given, what the student is expected to learn, dates and times of the position, criteria for assessment, training provided, intended supervision, reports and the documentation needed for grading and any other related information.
3. Each student is placed with AGENCY to receive experience as a part of his or her academic curriculum; those duties performed by the student are not performed as an employee, but in fulfillment of the LEARNING AGREEMENT and are performed under supervision. At no time shall a student replace or substitute for any employee of AGENCY. This provision shall not be deemed to prohibit the employment of a student by either party under a separate employment agreement. NMU shall notify each student of the contents of this paragraph.
4. Each party agrees to comply with and be separately responsible for compliance with all applicable laws, including anti-discrimination and employment laws.
5. In the performance of their respective duties and obligations under this agreement, each party is an independent contractor, and neither is the agent, employee or servant of the other, and each is responsible only for its own conduct.
6. 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 and of students, pursuant to this Agreement.
7. Both parties agree to maintain Commercial General Liability Insurance and Professional Liability Insurance, which 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.
8. This agreement is intended solely for the mutual benefit of the parties, and there shall be no monetary consideration paid by either party to the other.

## **RESPONSIBILITIES OF NMU:**

1. Provide students in good academic standing and with appropriate preparation in the degree of study for the intended field experience.
2. Assign a faculty member to serve as a contact that will coordinate student learning activities between NMU and AGENCY, make periodic contacts, as feasible and necessary, with AGENCY and students.
3. Plan and administer, in consultation with the representatives of the AGENCY, a LEARNING AGREEMENT for each student.
4. Maintain all education records and reports relating to the educational program of each student 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
5. Instruct each student with regard to general regulations and procedures which the parties have agreed are necessary, including, by way of example: Confidentiality of Agency records and information; Authority of Agency staff over patient, client or customer services; Uniform standards; Health Requirements; Importance of carrying their own health insurance.

**RESPONSIBILITIES OF AGENCY:**

1. Plan and administer all aspects of services provided at its facilities.
2. Provide qualified supervision of the student(s) during the work experience. AGENCY supervisory employees may 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. AGENCY must notify NMU of its decision to remove a student from any experience prior to the agreed upon time and provide a written report to the NMU noting the reasons entailed in the removal.
3. Provide pertinent policies and procedures to students prior to student beginning the work experience.
4. Cooperate with the NMU in the planning and conduct of the student’s work experience to ensure that it will fulfill the accepted LEARNING AGREEMENT.
5. Provide relevant education/training opportunities to student in fulfillment of the LEARNING AGREEMENT.
6. Provide requested verification of student’s academic reports for time on task.
7. Complete an end of work experience evaluation of the student’s performance.
8. Provide a safe working/learning environment including the necessary office space and other required facilities, equipment and supplies, and travel.

AGREED TO:

AGENCY

Northern Michigan University

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name & Title

Name & Title

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

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

**Procedure**

1. Use this form only to create an agreement with an Agency for unpaid work experiences that will be individually student-arranged. The Director does not formally negotiate the placement, but may aid a student in the process. The Agency might regularly use student interns or it may happen very infrequently. One agreement covers all instances of actual work experiences and continues until explicitly terminated by either party.
2. Verify whether an Affiliation Agreement is on file with Academic Affairs for this Agency. There may be an Agreement with a higher level division within an organization, e.g. DNR rather than Parks and Recreation. Agreements are not needed when the work experience is within NMU.
3. If not:
  - a. Complete Affiliation Agreement for unpaid work experiences
  - b. Obtain required signatures.
  - c. Distribute copies to all signees, departmental Director and Academic Affairs.

