



THIS INTERNSHIP AFFILIATION AGREEMENT is made and entered into as of the 21st day of **November**, 2012 by and between Western Washington University, 516 High Street, Bellingham, Washington 98225 (hereinafter referred to as “University”), and **Northwest Educational Services District 189 (NWE SD 189)**, 1601 R Avenue, Anacortes, WA 98221-2276 (hereinafter referred to as “Host Site”).

WHEREAS, The University has a **Department of Communication Sciences and Disorders, Speech-Language Pathology** program which requires students to receive field work experience at outside facilities (Hereinafter referred to as “Program”); and,

WHEREAS, The Host Site has suitable facilities for field work experience and observation of said students and is willing to allow the University to use such facilities for the benefit of said students in the Program:

NOW, THEREFORE, the parties hereto agree as follows:

PART I. AGREEMENTS

1. University and Host Site:
 - a. The University shall designate a faculty/staff member hereafter known as the University Representative to provide liaison with an individual designated by the Host Site hereafter known as the Host Site Representative.
 - b. To the extent permitted by law, the University will be responsible for the actions of its students participating in internships pursuant to this agreement. Both Parties acknowledge that the University may assume liability only to the extent allowed by the State of Washington.
 - c. The University and the Host Site will conduct the field work experience in accordance with professional guidelines and ethical standards of the **American Speech-Language Hearing Association (ASHA)**.
 - d. The time, place, and subject matter of all training related to this agreement shall be subject to the prior approval of the Host Site and the University.
 - e. Either or both parties may cancel scheduled instruction or limit or withdraw use of any facility when, in the opinion of the University or the Host Site, such instruction or use of facility would interfere with the effective operation of the Host Site and/or the education of the student.

2. Students:

- a. The University shall propose students who are enrolled in the Program and who have the requisite maturity and academic requirements for participation in the internship conducted hereunder; acceptance of the students is subject to the approval of the Host Site.
- b. The number of University students assigned to the Host Site shall be subject to agreement between the University Representative and the Host Site Representative.
- c. The Host Site shall have the right to terminate the participation of any student assigned to the Host Site for failure to abide by the rules and regulations or for any reason deemed reasonable by the Host Site. However, the Host Site must first discuss the matter with the student and prior to dismissal, notify the University Representative.
- d. The selection and assignment of learning experiences are to be determined by mutual agreement between the University and the Host Site.

3. Personnel Responsibilities:

The entry of University officers, agents, employees, students or other personnel and any and all activity therein, shall be subject to the scheduling, control, and direction of the Host Site and, all the University officers, agents, employees, students, or other personnel shall be subject to such rules, regulations, and policies pertaining to activities hereunder as determined by the Host Site.

PART II. GENERAL CONDITIONS

1. Liability:

Each Party to this Agreement is responsible for the negligent acts and/or omissions of itself and its own officers, employees, volunteers and agents. Neither party is considered an 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.

2. Insurance:

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

3. Workers' Compensation:

The University students shall not be considered employees of the Host Site. To the extent permitted under the provisions of Title 51 RCW, the Host Site does not assume, and shall not assume, any liability relating to Workers' Compensation for any act of any student performing, receiving training, or traveling pursuant to this agreement. The University students shall not be entitled to any monetary remuneration for services performed by them in the specific course of training, nor shall the Host Site otherwise have any monetary obligation to the University faculty or anyone else by virtue of this agreement.

4. Governing Law:

This agreement shall be construed and interpreted in accordance with the laws of the State of Washington and the venue of any action brought hereunder shall be in Superior Court for Whatcom County.

5. Nondiscrimination:

During the performance of this agreement, the University and Host Site shall comply with all federal and state nondiscrimination laws, regulations and policies. In the event of the Host Site'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 Host Site may be declared ineligible for further agreements with the University. The Host Site shall, however, be given a reasonable time in which to cure this noncompliance.

6. Americans with Disabilities Act (ADA) of 1990, Public Law 101-336, also referred to as the "ADA" 28 CFR Part 35:

The University and Host Site must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

7. Status of the Agreement:

It is expressly understood and agreed that this agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between the University and the Host Site but is rather an agreement by and between independent contractors, these being the University and the Host Site. An annual review of the field work program and policies will be conducted by the Host Site and the University.

6. Terms of Agreement:

This agreement shall commence November 21st, 2012 and shall continue in effect on an indefinite base subject to termination at any time upon written notice by either party.

Notwithstanding, anything herein contained to the contrary, this agreement may be terminated, and the provisions of this agreement may be altered, changed, or amended by mutual consent of the parties hereto.

IN WITNESS WHEREOF, this agreement had been executed by and on behalf of the parties hereto as of the day and year first above written.

Northwest Educational Services District 189

SW




Gerald W. Jenkins, Superintendent

11/27/12

Date

Western Washington University

 12.10.12

Catherine A. Riordan, Provost
Vice President for Academic Affairs

Date

Approved As To Legal Form



Assistant Attorney General

12-4-12

Date