

# AFFILIATION AGREEMENT

between the  
**Curators of the University of Missouri**

for the **UMKC** \_\_\_\_\_  
Academic unit

and \_\_\_\_\_  
Community partner

This Affiliation Agreement (“Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2009,  
and entered into between the Curators of the University of Missouri on behalf of the UMKC

\_\_\_\_\_ (“School”), located in Kansas City, Missouri and  
Academic unit

\_\_\_\_\_ (“Organization”), located at: \_\_\_\_\_,  
Community partner City

\_\_\_\_\_  
State Zip code

The purpose for this Agreement is to set out the responsibilities of the School and the Organization as they provide service-learning experiences for School students. In consideration of the mutual covenants and agreements contained herein, School and Organization agree as follows:

1. School and Organization agree that contemporaneous with or following execution of this Agreement and within the scope of its provisions, School may develop letter agreements with Organization to formalize operational details of the service-learning program. These details include, but are not limited to, the following:
  - a. Beginning dates and length of experience (to be mutually agreed upon at least one month before the beginning of the service-learning class);
  - b. Number of students eligible to participate in the service-learning program;
  - c. Specific days, hours and locations for the service-learning program;
  - d. Specific service objectives, learning objectives and performance expectations for students;
  - e. Specific allocation of responsibilities for the Faculty Liaison, service-learning coordinator and supervisors, if any, referenced elsewhere in this Agreement;
  - f. Deadlines and format for student progress reports and evaluations forms.

Any such letter agreements will be attached to this Agreement, will be binding when signed by authorized representatives of each party, and may be modified by subsequent letter agreements signed by authorized representatives of each party.

2. School and Organization will jointly plan the service-learning program. Exchange of information will be maintained by on-site visits when practical and by letter, telephone or e-mail in other instances.
3. School and Organization will instruct their respective faculty, staff, and students participating in the service-learning program, to maintain confidentiality of student, client and patient information as required by law and by the policies and procedures of School and Organization.
4. There will be no discrimination against any program participant or applicant covered under this Agreement because of race, color, religion, national origin, age, handicap, status as a Vietnam era or disabled veteran, or gender, nor will School or Organization engage in such discrimination in their employment or personnel policies.
5. School will designate an appropriately qualified and credentialed faculty member to coordinate and act as the Liaison with Organization. School will be responsible for instruction and administration of the students' academic educational programs.
6. School will provide the names and information pertaining to relevant education and training for all students (upon written authorization from each student) enrolled in the service-learning class at least four weeks before the beginning date of the service-learning program. School is responsible for supplying any additional information required by Training site as set forth in this Agreement, prior to the arrival of students. School will notify Training Site in writing of any change in a student's status.
7. School will assign to Organization only those students who have satisfactorily completed the prerequisite didactic (e.g., classroom) portion of the curriculum.
8. School will comply with and ensure to the extent possible that students comply with the policies and procedures established by Organization. School will notify each student of his/her status and responsibilities pursuant to this Agreement.
9. School will encourage each student participating in the service-learning program, as appropriate; to acquire comprehensive health and accident/liability insurance that will provide continuous coverage of each student during his or her participation in the service-learning program. School will inform students that they are responsible for their own health care costs, health insurance coverage, and their own health needs.

### **ORGANIZATION'S RESPONSIBILITIES**

1. Organization will provide students with a meaningful and desirable education experience within the scope of services provided by Organization. Organization will designate in writing program Supervisors or Preceptors, if any, to be responsible for the on-site education program, when applicable.
2. Organization will provide students with access to sources of information necessary for education within Organization's policies and procedures and commensurate client / patients' rights, including library resources and reference materials.

3. Organization will make available to students basic supplies and equipment necessary for completion of service work.
4. Organization will submit required reports on each student's performance and will provide an evaluation to School on forms provided by School.
5. Organization retains **full** responsibility for the care of clients/patients, and will maintain the quality of client/patient care without relying on the students' service activities for staffing purposes.
6. Organization will have the right to take immediate temporary action to correct a situation where a student's actions endanger client service. As soon as possible thereafter, Organization's Supervisor will notify School of the action taken. All final resolutions of the student's academic status in such situation will be made solely by School after reviewing the matter and considering any written factual information Organization provides for School; however, Organization reserves the right to terminate the use of its facilities by a particular student where necessary to maintain its operation free of disruption and to ensure quality of client service.

Except as provided in this Agreement, Organization will have no obligation to furnish medical or surgical care to any student.

### **STUDENTS' STATUS AND RESPONSIBILITIES**

1. Students will have the status of learners and will not replace Organization personnel.
2. Students are required to adhere to the standards, policies, and regulations of Organization during their service-learning experience.
3. Students will wear appropriate attire and name tags, and will conform to the standards and practices established by School during their experience.
4. Students assigned to Organization will be and will remain students of School, and will in no sense be considered employees of Organization. Organization does not and will not assume any liability under any law relating to Worker's Compensation on account of any School student's performing, receiving training, or traveling pursuant to this Agreement. Students will not be entitled to any monetary or other remuneration for services performed by them at Organization, nor will Organization otherwise have any monetary obligation to School or its students by virtue of this Agreement.

### **LIABILITY COVERAGE PROVISIONS**

1. To the extent permitted by Missouri Law and not inconsistent with sovereign immunity, the School will hold Organization harmless from any loss, claim or damage arising from the negligent acts and omissions of its faculty.
2. Organization will hold School harmless from any loss, claim or damage arising from the negligent acts and omissions of its employees, officers and agents, including the negligent supervision of students, and will maintain general liability coverage with limits of not less than

\$1 million per occurrence and \$3 million annual aggregate (or an equivalent program of self-insurance.)

**GENERAL PROVISIONS**

1. The term of this Agreement shall begin on the first day of \_\_\_\_\_, 2009, and shall continue through the last day of December, 2009, and shall thereafter automatically continue from January 1 through December 31 on a year to year basis, subject, however, to the right of either party to terminate this Agreement at any time by giving thirty (30) days' prior notice.
2. The site retains the right to terminate any student's participation in the service-learning experience which it believes has conducted himself/herself in a manner which endangers, or may endanger clients/patients or constitutes improper conduct in the workplace in violation of Organization rules.
3. This Agreement shall not be assigned or transferred by either party without written approval of the other.
4. This Agreement constitutes the entire agreement between the parties. No modification or amendment shall be binding upon the parties until reduced to writing and signed by both parties. This Agreement, when fully executed, shall supersede any and all prior or existing agreements, whether oral or in writing, with respect to the subject matter hereof.

The Curators of the University of Missouri for the University of Missouri-Kansas City

\_\_\_\_\_  
Academic Unit

Signed: \_\_\_\_\_ Signed: \_\_\_\_\_

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

Please mail two signed copies to:  
UMKC Service-learning program  
231 HSB  
5100 Rockhill Rd.  
Kansas City, MO, 64110

Or fax to:  
UMKC Service-learning  
816-235-5371

Or email to:  
[warmj@umkc.edu](mailto:warmj@umkc.edu) or [petria@umkc.edu](mailto:petria@umkc.edu)