AFFILIATION AGREEMENT

This Agreement is made and entered into between Central Washington University ("School"), located at 400 East University Way, Ellensburg, Washington, 98926 and CITY OF ELLensburg ADULT ACTIVITY CENTER ("Training Site"), located at 501 N Anderson St, Ellensburg, WA 98926. The purpose of this Agreement is for Training Site, which is committed to training exercise professionals, to provide desirable learning experiences and facilities for School's students who are enrolled in its Exercise Science program (the "education program"). In consideration of the mutual covenants and agreements contained herein, School and Training Site agree as follows:

I. GENERAL PROVISIONS

A. School and Training Site agree that contemporaneous with or following execution of this Agreement and within the scope of its provisions, School may develop letter agreements with Training Site to formalize operational details of the education program. These details include, but are not limited to, the following:

- Beginning dates and length of experience (to be mutually agreed upon before the beginning of the education program);
- Number of students eligible to participate in the education program;
- Specific days, hours and locations for the education program;
- Specific learning objectives and performance expectations for students;
- Specific allocation of responsibilities for the faculty Liaison, education Supervisor, and Preceptors, if any, referenced elsewhere in this Agreement;
- Deadlines and format for student progress reports and evaluation forms.

Any such letter agreements will be considered to be attachments 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.

B. School and Training Site will jointly plan the education program and jointly evaluate students. Exchange of information will be maintained by on-site visits when practical and by letter or telephone in other instances.

C. School and Training Site will instruct their respective faculty, staff, and students participating in the education program, to maintain confidentiality of student and patient/client information as required by law and by the policies and procedures of School and Training Site.
D. There will be no payment of charges or fees between School and Training Site.

E. 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, sex, or sexual orientation, nor will School or Training Site engage in such discrimination in their employment or personnel policies.

II. SCHOOL’S RESPONSIBILITIES

A. School will provide information to Training Site concerning its curriculum and the professional and academic credentials of its faculty for the students at Training Site. School will designate an appropriately qualified and credentialed faculty member to coordinate and act as the Liaison with Training Site. School will be responsible for instruction and administration of the students’ academic education program. School will notify Training Site in writing of any change or proposed change of its Liaison. School will have the final responsibility for grading students.

B. School’s faculty will meet with the Training Site education Supervisor Preceptors, if any, at the beginning and end of the clinical education program to discuss and evaluate the education program. These meetings will take place in person if practicable, otherwise by telephone conference. School is responsible for arranging and planning the meetings.

C. School will provide the names and information pertaining to relevant education and training for all students enrolled in the education program prior to the beginning date of the education 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 or proposed change in a student’s status.

D. School will comply with and ensure to the extent possible that students comply with the policies and procedures established by Training Site.

E. School will encourage each student participating in the education program to acquire comprehensive health and accident insurance that will provide continuous coverage of such student during his or her participation in the education program. School will inform students that they are responsible for their own health needs, health care costs, and health insurance coverage.

III. TRAINING SITE’S RESPONSIBILITIES

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A. Training Site will provide students with a desirable education experience within the scope of services provided by Training Site. Training Site will designate in writing Preceptors, if any, to be responsible for the education program, and will designate in writing one person as the education Supervisor, who will maintain contact with the School-designated Liaison to assure mutual participation in and review of the education program and student progress. Training Site will submit in writing to School the professional and academic credentials for the Preceptors and education Supervisor. Training Site will notify School in writing of any change or proposed change of the Preceptors or education Supervisor.

B. Training Site will provide students with access to sources of information necessary for the education program, within Training Site’s policies and procedures and commensurate with client’s rights, including library resources and reference materials.

C. Training Site will make available to students basic supplies and equipment necessary for care of patients/clients and the education program. Within the limitation of facilities, Training Site will make available office and conference space for students and, if applicable, School faculty.

D. Training Site will submit required reports on each student’s performance and will provide an evaluation to School on forms provided by School.

E. Training Site retains full responsibility for the care of clients, and will maintain the quality of client care without relying on the students’ training activities for staffing purposes.

F. Training Site will have the right to take immediate temporary action to correct a situation where a student’s actions endanger client care. As soon as possible thereafter, Training Site’s education Supervisor will notify School of the action taken. All final resolutions of the student’s academic status in such situations will be made solely by School after reviewing the matter and considering whatever written factual information Training Site provides for School; however, Training Site 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 care.

G. Training Site retains the right to obtain a criminal history background record of the students through their standard procedures. Training Site may conduct a criminal history background inquiry directly and the Training Site may refuse placement of a student who has a record of prior criminal conduct.

IV. STUDENTS’ STATUS AND RESPONSIBILITIES
A. Students will have the status of learners and will not replace Training Site personnel. Any service rendered by students is incidental to the educational purpose of the education program.

B. Students are required to adhere to the standards, policies, and regulations of Training Site during their education program.

C. Students will wear appropriate attire and will conform to the standards and practices established by School during their education program at Training Site.

D. Students assigned to Training Site will be and will remain students of School, and will in no sense be considered employees of Training Site. Training Site 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. Training Site will not have any monetary obligation to School or its students by virtue of this Agreement.

V. LIABILITY COVERAGE PROVISIONS

A. Each party to this agreement will be responsible for the negligent acts or omissions of its own employees, officers, or agents in the performance of this Agreement. Neither party will be considered the agent of the other and neither party assumes any responsibility to the other party for the consequences of any act or omission of any person, firm, or corporation not a party to this Agreement.

B. School is covered by the State of Washington Self-Insurance Program and the Tort Claims Act (Chapter 4.92 RCW). Claims against School and its employees, officers, and agents in the performance of their duties under this Agreement will be paid from the tort claims liability account as provided in Chapter 4.92 RCW. Students are covered under the student medical malpractice policy offered by the State of Washington, Office of Financial Management, Risk Management division, while working in the Training Site.

C. Training Site maintains professional liability insurance coverage with $1,000,000.00 per occurrence and $3,000,000.00 aggregate coverage. Through that coverage, Training Site provides liability coverage for its employees, officers, and agents in the performance of this Agreement, and further provides the means for defense and payment of claims that may arise against such individuals.

VI. TERM

A. This agreement shall commence on June 9th, 2006 and shall remain in effect until terminated by either party upon not less than six (6) months advance written notice.
to the other party; however, such termination shall not become effective for the students then enrolled in the education program if such termination prevents completion of their requirements for the education program. This agreement will be reviewed and automatically renewed annually. School and Training Site will jointly plan student placement in advance, taking into account the needs of the school for placement, maximum number of students for whom Training Site can provide a desirable education experience, and the needs of other disciplines or schools requesting placements.

B. This agreement shall be renewable with the same terms and conditions unless changed and agreed to in writing by both parties.

VII. MISCELLANEOUS PROVISIONS

A. Entire Agreement. This Agreement constitutes the entire agreement between the parties, and supersedes all prior oral or written agreements, commitments, or understandings concerning the matters provided for herein.

B. Amendment. This Agreement may be modified only by a subsequent written Agreement executed by the parties. The provisions in this Agreement may not be modified by any attachment or letter agreement as described elsewhere in this Agreement.

C. Order of Precedence. Any conflict or inconsistency in this Agreement and its attachments will be resolved by giving the documents precedence in the following order:

1. This Agreement;
2. Attachments to this Agreement in reverse chronological order.

D. Governing Law. The parties' rights or obligations under this Agreement will be construed in accordance with, and any claim or dispute relating thereto will be governed by, the laws of the State of Washington.

E. Notices. All notices, demands, requests, or other communications required to be given or sent by School or Training Site, will be in writing and will be mailed by first-class mail, postage prepaid, or transmitted by hand delivery or facsimile, addressed as follows:

(a) To School:
    Bruce Porter
    Business Services & Contracts
    Central Washington University

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Each party may designate a change of address by notice in writing. All notices, demands, requests, or communications that are not hand-delivered will be deemed received three (3) days after deposit in the U.S. mail, postage prepaid; or upon confirmation of successful facsimile transmission.

F. **Survival.** School and Training Site expressly intend and agree that the liability coverage provisions of this Agreement will survive the termination of this Agreement for any reason.

G. **Severability.** If any provision of this Agreement, or of any other agreement, document or writing pursuant to or in connection with this Agreement, shall be held to be wholly or partially invalid or unenforceable under applicable law, said provision will be ineffective to that extent only, without in any way affecting the remaining parts or provisions of said agreement.

H. **Waiver.** Neither the waiver by any of the parties hereto of a breach of or a default under any of the provisions of this Agreement, nor the failure of either of the parties, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder, will thereafter be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder.

I. **Inspection.** Training Site will permit, on reasonable notice and request, the inspection of related facilities by agencies charged with responsibility for accreditation of School.

J. **Disputes.** If a dispute arises between the parties concerning this Agreement, the Director of the University’s Business Services & Contracts Department and the Director of the City’s Parks and Recreation Department shall attempt to resolve the dispute. If they are unsuccessful, the dispute shall be referred to the Vice-President for Business and Financial Affairs and the City Mayor for resolution. If not resolved by the Vice-President and City Mayor within (30) days of referral, either party may pursue court action under paragraph 11 below.
K. **Jurisdiction.** Any legal dispute between the parties to this Agreement shall be governed by the laws of the State of Washington, and any action to enforce this Agreement shall be brought in Kittitas County Superior Court.

L. **No Third Party Beneficiary.** Nothing in this agreement shall be construed to create any right in our duties to any third party, or any liability to a standard of care with reference to any third party. This agreement shall not confer any right or remedy upon any person other than the School or Training Site.

**Central Washington University**

By __________________________
Bruce Porter, Director of Business Services & Contracts

Date __________

**City of Ellensburg**

By __________________________
Ted Barkley, City Manager

Date __________