



AFFILIATION AGREEMENT

This agreement is entered into between Lower Columbia College ("College"), located at 1600 Maple Street, Longview, Washington, and ("Training Site"), Cowlitz County, located at 207 Fourth Avenue North, Kelso, Washington 98626. This agreement describes terms and conditions by which students from the College gain Cooperative Education/Individualized Certificate Program cooperative work experience/Internship at Cowlitz County.

I. GENERAL PROVISIONS

A. College and Training Site will complete the College's "Learning Agreement" form prior to the start of the cooperative work experience/Internship. A "FIRST ADDENDUM" to this Agreement is attached hereto and incorporated herein by this reference.

II. COLLEGE RESPONSIBILITIES

- A. Assign to the Training Site only those students who have satisfactorily completed prerequisite courses.
- B. Provide relevant educational background information about each student as requested.
- C. Assign a faculty liaison or college program representative to coordinate with the Training Site supervisor.
- D. Participate in the evaluation of the student's work.

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III. TRAINING SITE RESPONSIBILITIES

- A. Supervise the work of student interns.
- B. Provide basic supplies, materials, equipment, and safe areas for students to perform their work.
- C. Assign a supervisor to coordinate with the College's faculty liaison or program representative.
- D. Participate in the evaluation of the student's work.

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IV. RESPONSIBILITIES OF STUDENTS

- A. Students are required to adhere to the Training Site's policies, procedures, standards, and regulations during the period of their cooperative work experience/internship.
- B. Students are encouraged to purchase their own health insurance.
- C. Students must sign the College's Acknowledgement of Hazards and Risks form in addition to any other documents as required by program.

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. Students are covered by the Washington State Student Liability Insurance when registered for cooperative work experience credit(s) through College. The coverage is \$1 million per incident/\$3 million per institution per year. Policy coverage is for liability for a negligible act on the part of the student and the student is deemed responsible for damages.
- B. College is covered by the State of Washington Self-Insurance Program and the Tort Claims Act (RCW 4.92.060 et seq.), and claims against College and its employees, officers, and agents in the performance of their duties and this Agreement will be paid from the tort claims liability account as provided in RCW 4.92.130.
- C. For purposes of this Agreement, Training Site certifies that they are insured with professional liability insurance 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.
- D. Training Site does not and will not assume any liability under any law relating to Worker's Compensation with respect to a student's actions under this agreement, unless students are participating in a paid internship program.

VI. TERM

A. The term of this agreement is effective from June 1, 2015 to May 30, 2020

VII. AMENDMENT AND TERMINATION

- A. This agreement can only be amended with the written approval of both parties.
- B. This agreement can be terminated without cause upon 30 days written notice to the other party.

LOWER COLUMBIA COLLEGE

By Nolan K. Wheeler
Joseph P. Quirk, Director of Finance
Nolan K. Wheeler, VP of Administration
Date 7/20/15

COWLITZ COUNTY

By Michael Karnofski 8-11-15
Michael Karnofski, Commissioner Dist. 1 Date

By Dennis Webber 8-11-15
Dennis Webber, Commissioner Dist. 2 Date

By Joe Gardner 8-11-15
Joe Gardner, Commissioner Dist. 3 Date

Attest: Traci Jackson
Asst. Clerk of the Board



**FIRST ADDENDUM TO AFFILIATION AGREEMENT
BETWEEN LOWER COLUMBIA COLLEGE AND COWLITZ COUNTY**

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College shall ask each student who may be placed in Training Site to obtain his/her criminal history background record from the Washington State Patrol, pursuant to RCW 43.43.834 and -.838, and to release a copy of that record to the College, and to authorize the College to transmit that record or copy thereof to Training Site. Before directing any student to start training, College shall provide Training Site with the names of any students who have failed to provide the requested records, or who refuse to authorize release of records to Training Site. The students will be informed that, whether or not they agree to obtain the record and agree to release it to College and Training Site, Training Site may conduct an independent background inquiry directly and the Training Site may refuse placement of a student who does not provide the requested records or who has a record of prior criminal conduct. Training Site understands and agrees that any information forwarded to it by College has been procured through this process. College does not certify the veracity of the records provided.

Section II is amended to add subsection E, as follows:

- E. College will inform students that they are responsible for their own health needs, health care costs, and health insurance, and although Training Site will provide such student necessary emergency health care or first aid for accidents occurring in its facilities, the student will be responsible for the costs of any and all care. Except as provided in this Agreement, Training Site will have no obligation to furnish medical assistance or care to any student.

Section III.A is amended as follows:

Training Site will have the right to take immediate, temporary action to correct a situation where a student's actions endanger persons or property. As soon as practicable thereafter, Training Site will notify College of the action taken. Training Site reserves the right to terminate access to and use of its facilities by a particular student where necessary to maintain its operations free of disruption and to ensure the performance of its public duties and responsibilities.

Section III.B is amended as follows:

Within the limitations of facilities and budgeted resources, Training Site will make available office or work space for students.

Section IV.A is amended as follows:

Students will wear appropriate attire and, if required, name tags or IDs, and will conform to the standards and practices established by College while at Training Site. Student assigned to Training Site will be and will remain students of College, 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 College student's performing, receiving training, or traveling pursuant to this Agreement. Students will not be entitled to any monetary or other remuneration for services or

assistance performed by them at Training Site, nor will Training Site otherwise have any monetary obligation to College or its students by virtue of this Agreement.

Section VII is amended to add subsections C and D, as follows:

- C. College and Training Site expressly intend and agree that the liability coverage provisions of this Agreement will survive termination of this Agreement for any reason. This Agreement will be construed in accordance with and governed by the laws of the State of Washington.

- D. If any provision of this Agreement, or and any other agreement, addendum, amendment, document or writing in connection with this Agreement shall be held to be wholly or partially invalid or unenforceable under applicable law, the provision will be ineffective to that extent only, without in any way affecting the remaining parts or provisions of said agreement. Neither the waiver by any of the parties hereto of a breach of or a default under any of the provision of this agreement, nor the failure of the parties to enforce any of the provisions or exercise any right or privilege hereunder, will be construed as a waiver of any subsequent breach or default of a similar nature, or waive of rights or privileges hereunder.