

MEMORANDUM OF UNDERSTANDING

between

SAGINAW CHIPPEWA INDIAN TRIBE OF MICHIGAN

and

CENTRAL MICHIGAN UNIVERSITY BOARD OF TRUSTEES

This Agreement, effective when fully executed is between Central Michigan University Board of Trustees "**University**", a constitutional body corporate, with offices located at 1200 Franklin Street, Mount Pleasant, Michigan 48859 and the Saginaw Chippewa Indian Tribe of Michigan "**Tribe**", a federally recognized sovereign Tribe, with offices located at 7070 East Broadway, Mount Pleasant, Michigan 48858. Collectively, **Tribe** and **University** shall be referred to as "**Parties**".

The **Parties** hereby agree to the following:

- I. The **Parties** have a mutual interest in providing educational support and opportunities for Native children in the local community.
2. Mentoring provides benefits to both the younger children and the mentor which extend over the course of a lifetime.
3. It is in the **Parties** best interests to work together to continue to provide for a Mentoring Coordinator for the mentoring project between the **University** and the **Tribe**. This project provides **University** students as mentors for Native children from elementary age to high school age.
4. Communication will be shared between the **University** and the **Tribe**. Any concerns that arise will be communicated in a timely fashion between **Tribe's** designated contact person, the Behavioral Health Prevention Coordinator, and the **University's** Director of Native American Programs.
5. Feedback on the partnership will be presented annually to both the **University** and the **Tribe** through mutual assessment and reports from the Mentoring Coordinator.
6. All volunteer mentors will be required to sign a volunteer liability waiver in order to participate in the mentoring project.
7. **University** volunteers will be provided with contact information for their assigned mentee so that they may connect and begin the mentoring relationship.

8. Either Party, upon thirty days written notice of intent to terminate, may terminate this Agreement without cause, at any time.
9. Each Party shall be responsible for paying the salary and benefits of their individual coordinators; for the **Tribe**, the Preventions Specialists and the Niijkewehn Mentoring Coordinator position, for the **University**, the Director of Native American Programs.
10. The **Tribe** and **University** will ensure that all mentors have the proper training, background checks, and orientation to reduce risks to the children, and ensure excellent quality of the mentoring services provided.
11. The Agreement ends on September 30, 2018 and must be renewed by both **Parties** in writing at that time.

General Provisions.

- a. **Assignment and Subcontractors.** This Agreement shall not be assigned by either Party and such assignment shall be void without the prior written consent of the non-assigning Party. Neither Party shall sub-contract any part or all of the services to be rendered under this Agreement without the prior written consent of the other Party after having received a copy of the proposed sub-contract.
- b. **Force Majeure.** The **Parties** to this Agreement shall not be excused from the performance of any of their obligations under this Agreement except when such performance is prevented by causes which are beyond the reasonable control and without the fault of the Party affected, such as acts of God, war, civil unrest, labor shortages and acts of a government in its sovereign capacity. The affected Party shall promptly notify the other Party of any such cause for non-performance. Upon such notification, the affected Party's performance shall be excused on a day-to-day basis only for the duration of the cause of non-performance and only to the extent that performance is actually prevented provided, however, that such Party uses all reasonable efforts to eliminate the cause of non-performance. Where the performance of one Party is excused, the performance of the other Party shall likewise be excused and both **Parties** shall promptly resume performance upon the cessation of the cause of non-performance.
- c. **Severability and Headings.** The provisions of this Agreement are severable. If any provision of this Agreement is determined to be invalid or unenforceable it shall be considered deleted from this Agreement and the invalidity of such provision shall not affect the validity or enforceability of any other provisions which shall be given effect in the absence of the invalid provision. The **Parties** will, in good faith, attempt to

replace any invalid or unenforceable provision with one that is valid and enforceable and which comes as close as possible to expressing the intent of the original provision. The headings of this Agreement are for reference purposes only and only the text or each provision shall be construed to be the terms and conditions of this Agreement.

- d. Remedies and Waiver of Breach. The remedies provided for in this Agreement are cumulative rather than exclusive and are in addition to all other remedies provided by law or equity. The failure of either Party to insist upon strict performance of any of the covenants and Agreements contained herein, or to exercise any right or option conferred by such provisions, in any one or more instances, shall not be construed to be a waiver or relinquishment of any such option or right, or of any other covenants or Agreements, but the same shall remain in full force and effect.
- e. Counterparts. This Agreement may be signed in counterparts, each of which shall be an original as against any Party whose signature appears thereon and all of which together shall constitute one and the same instrument. Facsimile or copied signatures shall have the same full force and effect as the original.
- f. Further Assurances. Each Party agrees to cooperate fully with the other Party and to execute such further instruments, documents and Agreements, and give such further written assurances as may be reasonably requested by the other Party, to better evidence and reflect the transactions described in and contemplated by this Agreement, and to carry into effect the intcnts and purposes of this Agreement.
- g. Authority to Sign. Each person executing this Agreement warrants to all **Parties** hereto that such person is authorized and has received full authority, approval and direction to execute and deliver this Agreement on behalf of the Party for which such person signs.
- h. Indemnification. The **Parties** to this Agreement agree to defend, indemnify and hold each other, including their employees, directors and officers, harmless from and against any and all claims of each other and/or third **Parties** of any and all types, losses, liabilities, demands, suits, judgments and causes of action, and any costs or expenses in connection therewith, including reasonable attorney fees and expenses, which may result from or arise in any manner from or relating to the subject or purpose of this Agreement. However, the obligation to indemnify shall apply only to the extent attributable to the negligence or wrongful conduct of the indemnifying Party and, if more than one Party is at fault, the obligation to indemnify shall be proportional to the relative fault of each Party.
- i. Agency. Except as expressly provided in this Agreement, neither Party shall represent itself as having any authority to enter into any contract or obligation on behalf of the

other Party, or to settle any claim or interest of the other Party.


- j. Entire Agreement. This Agreement supersedes all prior written or oral Agreements and is not contingent upon or conditioned on the performance of any other Agreement which may have been entered into by the **Parties**. This Agreement and any exhibits or attachments incorporated herein by reference constitute the entire Agreement of the **Parties** and all other written or oral Agreements. Representations, or understandings between the **Parties** of any kind shall be invalid. If there is any conflict or inconsistency between the terms of this Agreement and any exhibits or attachments, this Agreement shall take precedence unless the matters set forth in the exhibit or attachment expressly and explicitly provide otherwise.

- k. Any information of a confidential nature obtained by the **University** from the **Tribe** shall be used solely for the purposes of providing the specific products and services, which are contracted for under this Agreement. Generally, confidential information is any information that has not been made public by the **Tribe** and is not generally known within the occupational field or the **University** and includes, but is not limited to, written information, information that is disclosed verbally and any other information which may be made available to **University** as a Party to this Agreement and pursuant to its purposes. **University** shall at all times during and after the term of this Agreement maintain the confidentiality of any such information and shall not disclose such information to third **Parties** without the express written consent of the **Tribe**. **University** shall not duplicate any confidential information in a tangible form and shall return such information to the **Tribe** along with any notes or compilations immediately after the need for such information has expired, but not later than the conclusion of the term of this Agreement.

The Parties signing below acknowledge and agree to the above terms.

SAGINAW CHIPPEWA INDIAN TRIBE
OF MICHIGAN

CENTRAL MICHIGAN UNIVERSITY
BOARD OF TRUSTEES



Frank Cloutier, Tribal Chief; OR
Brent Jackson, Tribal Sub-Chief



George E. Ross
President

12-21-15

Date

12/9/15

Date

**END OF
AGREEMENT**

AFFILIATION AGREEMENT

By and Between

CENTRAL MICHIGAN UNIVERSITY BOARD OF TRUSTEES

And

SAGINAW CHIPPEWA INDIAN TRIBE OF MICHIGAN

This Affiliation Agreement is entered into this _____ day of January, 2014, by and between the SAGINAW CHIPPEWA INDIAN TRIBE OF MICHIGAN, located at 7070 E. Broadway, Mount Pleasant, Michigan, 48858 (hereinafter referred to as SCIT), and the CENTRAL MICHIGAN UNIVERSITY BOARD OF TRUSTEES, with its main campus located in Mount Pleasant, Michigan, 48859 (hereinafter referred to as the UNIVERSITY).

WHEREAS, the UNIVERSITY has curricula in various disciplines which require that enrolled students receive internship/field experiences as a part of their professional preparation. The UNIVERSITY, therefore, wishes to enter into an arrangement with the SCIT whereby UNIVERSITY students enrolled in these disciplines may receive internship/field experience at the SCIT in any of the departments listed in Exhibit A. The SCIT has an interest in and the resources for providing internship/field experiences for UNIVERSITY students.

IT IS THEREFORE AGREED that this Affiliation Agreement, hereinafter referred to Agreement, shall set forth the terms and conditions which will govern the internship experience of UNIVERSITY students the SCIT.

Article I: Responsibilities of the UNIVERSITY

- I.01 Plan and administer, in consultation with the representatives of the SCIT, the educational program for its students assigned to the SCIT.
- I.02 Provide the SCIT with its overall plan for the placement of students at the SCIT at least four weeks prior to the commencement of the academic term. The plan shall include, as a minimum, the objectives of the academic plan, the number of students to be assigned, the dates and times of assignment, and the level of each student's academic preparation. The UNIVERSITY shall consider any modification necessary to accomplish the reasonable requirements of the SCIT.
- I.03 Provide the names of students as soon as possible after registration for each semester, but no later than four weeks prior to the beginning of placement at the SCIT.
- I.04 Provide adequate pre-placement instruction to each student in accordance with standards acceptable to both parties, and to present for placement only those students who have completed the pre-placement instructional program to the UNIVERSITY's satisfaction.
- I.05 Instruct its students submitted for placement with regard to general regulations and procedures which the parties have agreed are necessary, including those regulations regarding:
 - A. Confidentiality of SCIT records and information.
 - B. Authority of SCIT staff over the following: client/patient services and care; clinical services and operations; and administrative services and operations (collectively "Client Services" or "Clinical Services").
- I.06 Maintain all education records and reports relating to the educational program of its students, and to comply with all applicable statutes, rules and regulations respecting the maintenance of and release of

information from such records. The SCIT shall have no responsibility regarding such records and shall refer all requests regarding such information to the UNIVERSITY prior to release of any such records.

- I.07 If requested by SCIT and relevant to the internship/field experience, require each student to provide the SCIT with the results of a TB test within time periods satisfactory to the SCIT.
- I.08 Inform each student submitted for placement of the requirement to have in force health insurance policies of a scope and with limits satisfactory to the SCIT. The UNIVERSITY shall inform each student of the importance of maintaining in force such a policy to defray the cost of hospital and medical care that might be sustained during the period of placement. The UNIVERSITY shall also inform each student of the potential monetary liability the student might incur as a result of failure to maintain sufficient coverage.

Article II: Responsibilities of the SCIT

- II.01 Plan and administer all aspects of Clinical and Client Services at its facilities. The SCIT has primary and ultimate responsibility for the quality of service and as such, SCIT staff has final responsibility, authority, and supervision over all aspects of Clinical and Client Services. UNIVERSITY students shall at all times abide by such supervision.
- II.02 Provide qualified supervision of students during their placement. SCIT supervisory employees may, in an emergency or based upon applicable standards of Clinical and Client Services, or any other time as determined by the SCIT, temporarily 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.
- II.03 Cooperate with the UNIVERSITY in the planning and conduct of the students' placements in order that the placements may be appropriate to the UNIVERSITY'S educational objectives.
- II.04 Make available to students the use of its cafeteria, conference rooms, dressing or locker rooms, library (any other appropriate facilities) as available and required by the educational program without charge, except for food consumed by the student.
- II.05 Provide the UNIVERSITY with all rules, regulations, procedures and information necessary for pre-placement instruction prior to beginning of internship/field experience.
- II.06 Release and Withdrawal of Students:
 - A. Have the authority to refuse any student who has previously been discharged for cause, relieved of responsibilities for cause or who would not be eligible to be employed by the SCIT. The SCIT shall notify the UNIVERSITY of its refusal to accept a student and its reasons for doing so in writing.
 - B. Have the authority to request the withdrawal of any student from the program for reasonable cause related to the need for maintaining an acceptable level of Clinical and Client Services, and the UNIVERSITY shall immediately comply with the request. The request shall be in writing and shall state the reason for the request.
 - C. In the event the UNIVERSITY does not agree with the SCIT'S refusal to accept a student or request for withdrawal, it shall provide the SCIT with a written statement setting forth the reasons for any such disagreement within (10) ten working days after receipt of the written notice.

- D. The SCIT shall make the final decision on whether to refuse to accept a student or request a withdrawal of a student, despite whether the UNIVERSITY agrees or disagrees with the SCIT'S decision.

Article III: Mutual Responsibilities

- III.01 In the event that either party is determined by any court or administrative agency of competent jurisdiction to have acted in an unlawful manner in refusing to accept or requesting the withdrawal of a student, the offending party shall defend, indemnify, and hold the other party harmless from any and all claims and costs arising from its unlawful act. Each party shall promptly notify the other party of any such claim, provide the offending party an opportunity to defend, and provide all reasonable assistance, except financial, in making such defense. No settlement of any such claim shall be effected without the consent of the other party.
- III.02 The students assigned to this internship/field experience should be considered students and not employees of either party, thus are not covered by the SCIT or UNIVERSITY for purposes of compensation, fringe benefits, workers' compensation, unemployment compensation, minimum wage laws, income tax withholding, social security or any other purpose. Students are placed with the SCIT to receive educational experience as a part of his/her academic curriculum; those duties performed by students are not performed as employees, but in fulfillment of those academic requirements and are performed under supervision. At no time shall students replace or substitute for any employees of the SCIT. This provision shall not be deemed to prohibit the employment of any such student by either party under a separate employment agreement. The UNIVERSITY shall notify each student of the contents of this paragraph.
- III.03 There shall be no monetary consideration paid by either party to the other, it being acknowledged that the program provided hereunder is mutually beneficial. The parties shall cooperate in administering this program in a manner which will tend to maximize the mutual benefits provided to the UNIVERSITY and SCIT.
- III.04 Each party agrees to comply with and to be separately responsible for compliance with all applicable laws, including but not limited to anti-discrimination laws, which may be applicable to their respective activities under this program. Both parties promise not to discriminate illegally in employment because of race, color, creed, religion, national origin, age, marital status, sex, height, weight, disability, veteran status, sexual orientation or gender identity. Notwithstanding the foregoing, the UNIVERSITY acknowledges and agrees that the SCIT applies employment preferences to Native Americans pursuant to Civil Rights Act of 1964, 42 U.S.C. 2000(e)(2)(I) and is exempt from the employment provisions of the Americans with Disabilities Act, pursuant to 42 U.S.C. 1211(B)(I). Further, the UNIVERSITY acknowledges and agrees that the SCIT, due to it being a Sovereign Indian Tribe, services only Native American clients through its programs.
- III.05 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 or students, pursuant to this Agreement.
- III.06 Both parties agree to maintain Commercial General Liability Insurance or its equivalent that covers employees and students whenever the liability might exist.
- III.07 No provision of this Agreement shall prevent any patient/client from requesting not to be a teaching patient/client, or prevent any member of the SCIT'S staff from designating any patient/client as a non-teaching client.

III.08 This Agreement is intended solely for the mutual benefit of the parties hereto, and there is no intention, express or otherwise, to create any rights or interests for any party or person other than the SCIT and the UNIVERSITY; without limiting the generality of the foregoing, no rights are intended to be created for any patient/client, student, parent or guardian of any student, employer, or prospective employer of any student.

III.09 In the performance of respective duties and obligations under this Agreement, the UNIVERSITY and SCIT are independent contractors, and neither is the agent, employee or servant of the other, and each is responsible for its sole conduct. Further, neither party shall represent itself as having any authority to enter into any contract or obligation on behalf of the other party to settle any claim or interest of the other party.

III.10 Any and all notices given under this Agreement shall be directed to:

SCIT:
Sagluaw Chippewa Indian Tribe of MI
Tribal Administration
7070 E. Broadway
Mount Pleasant, MI 48858
(989) 775-4000

UNIVERSITY:
Office of the Vice Provost for Academic Affairs
Attention: Affiliation Agreements Coordinator
312 Warner Hall
Central Michigan University
Mount Pleasant, MI 48858
(989) 774-7211

III.11 Term and Termination of Agreement: Unless otherwise provided herein, this Agreement shall terminate five years from the date of execution of this Agreement. However, it may be terminated by either party upon forty-five (45) days written notice of termination, provided that the student then receiving instruction in any program shall be given an opportunity to complete the full program during that instructional period. Notwithstanding the foregoing, if the SCIT or the UNIVERSITY terminates this Agreement in the middle of an instructional period, the SCIT retains the right to withdraw a student from the program, at any time during the instructional period, pursuant to and in accordance with Article II.6.B on page two, or for a reasonable cause related to the need for maintaining an acceptable level of Clinical and Client Service.

III.12 This Agreement supersedes all prior written or oral agreements for internships/field experiences between the UNIVERSITY and the SCIT and constitutes the entire agreement between the SCIT and the UNIVERSITY for the program specified and all prior discussions, agreements and understandings, whether verbal or in writing, are hereby merged into this Agreement.

III.13 No amendment or modification to this Agreement, including any amendment or modification of this paragraph, shall be effective unless in writing and signed by both parties.

III.14 Any information of a confidential nature obtained by either party from the other party shall be used solely for the purposes of providing the specific products and services, which are contracted for under this Agreement. Generally, confidential information is any information that has not been made public by the disclosing party and is not generally known within the occupational field of the receiving party and includes, but is not limited to, written information, information that is disclosed verbally and any other information which may be made available to the receiving party as a party to this Agreement and pursuant to its purposes. UNIVERSITY and the SCIT shall at all times during and after the term of this Agreement maintain the confidentiality of any such information and shall not disclose such information to third parties without the express written consent of the disclosing party. UNIVERSITY and the SCIT shall not duplicate any confidential information in a tangible form and shall return such information to the disclosing party along with any notes or compilations immediately after the need for such information has expired but not later than the conclusion of the term of this Agreement.

- III.15 This Agreement shall not be assigned by the UNIVERSITY or the SCIT and such assignment shall be void without the prior written consent of the other party. The UNIVERSITY and SCIT shall not sub-contract any part of all of the services to be rendered under this Agreement without prior written consent of the other party after providing the other party with a copy of the proposed sub-contract.
- III.16 To the extent permitted by law, the Parties to this Agreement agree to defend, indemnify and hold each other, including their employees, directors and officers, harmless from and against any and all claims of each other and/or third parties of any and all types, losses, liabilities, demands, suits, judgments and causes of action, and any costs or expenses in connection therewith, including reasonable attorney fees and expenses, which may result from or arise in any manner from or relating to the subject or purpose of this Agreement. However, the obligation to indemnify shall apply only to the extent attributable to the negligence or wrongful conduct of the indemnifying party and, if more than one party is at fault, the obligation to indemnify shall be proportional to the relative fault of each party.
- III.17 The parties to this Agreement shall not be excused from the performance of any of their obligations under this Agreement except when such performance is prevented by causes which are beyond the reasonable control and without the fault of the party affected, such as acts of God, war, civil unrest, labor shortages and acts of a government in its sovereign capacity. The affected party shall promptly notify the other party of any such cause for non-performance. Upon such notification, the affected party's performance shall be excused as a day-to-day basis only for the duration of the cause of non-performance and only to the extent that performance is actually prevented provided, however, that such party uses all reasonable efforts to eliminate the cause of non-performance. Where the performance of any party is excused, the performance of the other party shall likewise be excused; and both parties shall promptly resume performance upon the cessation of the cause of non-performance.
- III.18 The provisions of this Agreement are severable. If any provision of this Agreement is determined to be invalid or unenforceable it shall be considered deleted from this Agreement and the invalidity of such provision shall not affect the validity or enforceability of any other provisions which shall be given effect in the absence of the invalid provision. The parties will, in good faith, attempt to replace any invalid or unenforceable provision with one that is valid and enforceable and which comes as close as possible to expressing the intent of the original provision.
- III.19 The remedies provided for in this Agreement are cumulative rather than exclusive and are in addition to all other remedies provided by law or equity. The failure of either party to insist upon strict performance of any other the covenants and agreements contained herein, or to exercise any right or option conferred by such provisions, in any one or more instances, shall not be construed to be a waiver or relinquishment of any such option or right, or of any other covenants or agreements, but the same shall remain in full force and effect.
- III.20 This Agreement may be signed in counterparts, each of which shall be an original as against any party whose signature appears thereon and all of which together shall constitute one and the same instrument. Facsimile or copies signature shall have the same full force and affect as the original.
- III.21 Each party agrees to cooperate fully with the other party and to execute such further instruments, documents and agreements, and give such further written assurances as many be reasonably requested by the other party, to better evidence and reflect the transactions described in and contemplated by this Agreement, and to carry into effect the intents and purposes of this Agreement.
- III.22 Each person executing this Agreement warrants to all parties hereto that such person is authorized and has received full authority, approval and direction to execute and deliver this Agreement on behalf of the other party for which such persons sign.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

UNIVERSITY:

By: Claudia B. Douglass

Name: Claudia B. Douglass, PhD
Interim Vice Provost for Academic Affairs

Dated: 2/13/2014

SCIT:

By: Steven Pego

Name: Steven Pego, Tribal Chief or
Lorna Kahgegab Call, Tribal Sub-Chief

Dated: 2-25-14

EXHIBIT A

The following SCIT departments are currently approved under this Agreement. Any notices for individual programs shall be directed to the appropriate program contact as listed below.

Upon the approval of the contact as listed in III.10 of the Agreement, additional UNIVERSITY programs may be affixed and subject to the terms of this Agreement. Such appendage shall not require the review or revision of the current Agreement.

Andahwod Senior Care

Anishnabeg Child and Family Services (ACFS)

Behavioral Health Services

Nimkee Memorial Wellness Center

Saginaw Chippewa Academy

Youth Lead Program

Zilblwing Center of Anishnabe, Culture, and Lifeways

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ADDENDUM TO AFFILIATION AGREEMENT
between
SOARING EAGLE WATERPARK AND HOTEL
and
SAGINAW CHIPPEWA INDIAN TRIBE OF MICHIGAN

This Addendum revises the Affiliation Agreement dated January 2014 ("Agreement") between Saginaw Chippewa Indian Tribe of Michigan, located at 7070 E. Broadway, Mount Pleasant, Michigan, 48858 (hereinafter referred to as "SCIT"), and CENTRAL MICHIGAN UNIVERSITY BOARD OF TRUSTEES, with its main campus located in Mount Pleasant, Michigan, 48859 (hereinafter referred to as the UNIVERSITY). ("ADAMS"). Collectively, SCIT and UNIVERSITY are referred to as Parties. Where an Article, Section, Paragraph, Subparagraph or Clause contained in the Agreement is revised by the provisions in this Addendum, the unaltered provisions of that Article, Section, Paragraph, Subparagraph or Clause shall remain in effect. The terms of this Addendum supersede the terms of the Agreement including any other addendums or any exhibits, appendices or other attachments thereto.

AMEND THE FOLLOWING SECTIONS OF THE AGREEMENT:

EXHIBIT A

Add the following entity of the Saginaw Chippewa Indian Tribe to the list of SCIT departments approved under the Agreement:

Soaring Eagle Waterpark & Hotel

The Parties signing below acknowledge and agree to the above terms.

UNIVERSITY:

By: Claudia Douglas

Name: Claudia B. Douglas, Ph.D.
Interim Vice Provost for Academic Affairs

Dated: 7/12/2014

SCIT

By: Steven Pego

Name: Steven Pego, Tribal Chief, or
Lorna Kahgegab-Call, Tribal Sub-Chief

Dated: July 5, 2014

END OF ADDENDUM

AGREEMENT ADDENDUM

This instrument entered into effective when fully executed and constitutes an addendum to the Affiliation Agreement dated January 2014 by and between SAGINAW CHIPPEWA INDIAN TRIBE OF MICHIGAN located in Mount Pleasant, MI, and herein referred to as AGENCY, and the Central Michigan University Board of Trustees, with its main campus located in Mount Pleasant, Michigan, herein referred to as UNIVERSITY.

Recital

AGENCY and UNIVERSITY entered into the agreement identified above setting forth their understanding concerning the terms upon which students in HISTORY would receive internship experience in a professional setting.

NOW, THEREFORE, the Agreement is hereby amended by:

1. The expansion of the internship opportunity to include the UNIVERSITY'S History Program at the AGENCY; and
2. The amendment of Item III. 10 on page 4 to state as follows:
Contacts: Any and all notices given under this Agreement shall be directed to:

AGENCY:

Saginaw Chippewa Indian Tribe of Michigan
William Johnson
6650 E. Broadway,
Mt. Pleasant, MI 48858
989-775-4730
wjohnson@sagchip.org

UNIVERSITY:	
<u>For All Programs:</u>	<u>For History:</u>
Office of the Vice Provost for Academic Effectiveness	Brittany Bayless Fremion
Attention: Affiliation Agreement Coordinator	Assistant Professor of History
312 Warriner Hall	210 Powers Hall, Department of History
Central Michigan University	Central Michigan University
Mount Pleasant, MI 48858	Mount Pleasant, MI 48858
989-774-7211	fremi1b@cmich.edu

3. The amendment of Item III.02 on page 3 to state as follows:

III 02. Students Serving and Not Serving as Employees:

- A. Students assigned to this internship experience should be considered students and not employees of either party and thus not covered by the AGENCY or UNIVERSITY for purposes of compensation, fringe benefits, workers' compensation, unemployment compensation, minimum wage laws, income tax withholding, social security and any other purpose. Each student is placed with the AGENCY to receive this educational experience as a part of his or her academic curriculum; those duties performed by a student are not performed as an employee, but in fulfillment of these academic requirements and are performed under supervision. At no time shall students replace or substitute for any employee of the AGENCY. This provision shall not be deemed to prohibit the employment of any such student by either party under a separate employee agreement. The UNIVERSITY shall notify each student of the contents of this paragraph.

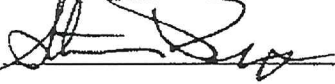
- B. If agreed upon under a separate agreement between the students and the AGENCY, students assigned to this internship experience may serve as employees of the AGENCY. As employees, they may be covered by the AGENCY for purposes of compensation, fringe benefits, workers' compensation, unemployment compensation, minimum wage laws, income tax withholding, social security or any other purpose. Each student is placed with the AGENCY to receive internship experience as part of his or her academic curriculum; if those duties performed by a student intern are performed in the capacity of an employee, those duties will only count towards the fulfillment of the UNIVERSITY's academic requirements of an internship if they are performed under supervision and otherwise comply with academic objectives. UNIVERSITY shall notify each student of the contents of this paragraph.

- C. Unless otherwise agreed to in writing between the student and the AGENCY, there shall be no monetary consideration paid by either party to the other, it being acknowledged that the program provided hereunder is mutually beneficial. The parties shall cooperate in administering the program in a manner which will tend to maximize the mutual benefits provided to the UNIVERSITY and AGENCY.

Except as otherwise set forth above, the Agreement continues in full force and effect in accordance with its original terms. To the extent of any inconsistency between the terms of the Agreement and of the Addendum, the terms of this Addendum shall prevail.

In witness whereof, the parties hereto have signed this Agreement Addendum which shall be effective when fully executed.

AGENCY:

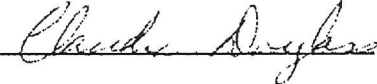
By: 

Name: Steven Pego OR Lorna Kahgegab Call

Title: Tribal Chief or Tribal Sub-Chief

Dated: 2-23-15

UNIVERSITY:

By: 

Name: Claudia B Douglass, Ph.D.

Title: Vice Provost for Academic Effectiveness

Dated: 2/27/15

ADDENDUM TO AFFILIATION AGREEMENT

by and between

CENTRAL MICHIGAN UNIVERSITY BOARD OF TRUSTEES

and

THE SAGINAW CHIPPEWA INDIAN TRIBE OF MICHIGAN

This Addendum revises the Affiliation Agreement executed February 25, 2014 (Agreement) between the Saginaw Chippewa Indian Tribe of Michigan (SCIT), with offices at 7070 East Broadway, Mt. Pleasant, Michigan 48858, and the Central Michigan University Board of Trustees (University), with its main campus located in Mt. Pleasant, Michigan. Collectively, CMU and the Tribe are referred to as Parties. Where an Article, Section, Paragraph, Subparagraph or Clause contained in the Agreement is revised by the provisions in this Addendum, the unaltered provisions of that Article, Section, Paragraph, Subparagraph or Clause shall remain in effect. The terms of this Addendum supersede the terms of the Agreement including any other addendums or any exhibits, appendices or other attachments thereto.

AMEND THE FOLLOWING SECTIONS OF THE AGREEMENT:

EXHIBIT A

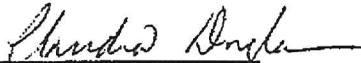
Add the following Department of SCIT to the list of Departments approved under the Agreement:

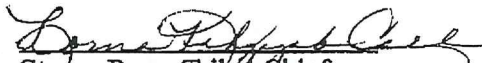
Tribal Planning Department

The Parties signing below acknowledge and agree to the above terms.

UNIVERSITY

SCIT


Claudia B. Douglass, Ph.D
Interim Vice Provost for Academic Affairs


Steven Pego, Tribal Chief
Lorna Kahgegab Call, Tribal Sub-Chief

Date

Date

5/18/2015

May 20, 2015

END OF ADDENDUM

AGREEMENT ADDENDUM

This instrument entered into effective the 15th day of June, 2016 constitutes an addendum to the Affiliation Agreement dated February 25, 2014 by and between the Saginaw Chippewa Indian Tribe of Michigan, with offices at 7070 East Broadway, Mt. Pleasant, Michigan 48858 and herein referred to as SCIT, and the Central Michigan University Board of Trustees, with its main campus located in Mount Pleasant, Michigan, herein referred to as UNIVERSITY.

Recital

SCIT and UNIVERSITY entered into the agreement identified above setting forth their understanding concerning the terms upon which students in Museum Studies would receive internship experience in a professional setting.

NOW, THEREFORE, the Agreement is hereby amended by:

1. The expansion of the internship opportunity to include the UNIVERSITY'S Clinical Psychology program at the SCIT Behavioral Health Program, located at 2800 S. Shepherd Road, Mt. Pleasant, MI 48858; and
2. The amendment of Item III.10 on page 4 to include additional contact information as follows:

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

AGENCY:

David Garcia
Behavioral Health Administrator
Saginaw Chippewa Indian Tribe of Michigan
Behavioral Health Program
2800 S. Shepherd Road
Mt. Pleasant, MI 48858
Email: dgarcia@sagchip.org
Phone: 989-775-4821

UNIVERSITY:

Clinical Psychology
Amanda Lopez, Ph.D., L.P.
Central Michigan University
Director, Psychological Training and Consultation
Center
College of Humanities & Social and Behavioral Science
Mount Pleasant, Michigan 48859
989-774-2284 Fax: 989-774-1891
Lopez3al@cmich.edu

Except as otherwise set forth above, the Agreement continues in full force and effect in accordance with its original terms. To the extent of any inconsistency between the terms of the Agreement and of the Addendum, the terms of this Addendum shall prevail.

In witness whereof, the parties hereto have signed this Agreement Addendum which shall be effective on the day and year first above written.

SCIT:

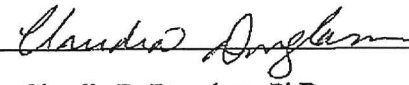
By: 

Name: Frank J. Cloutier or Brent D. Jackson

Title: Tribal Chief or Tribal Sub-Chief

Dated: 6-15-16

UNIVERSITY:

By: 

Name: Claudia B. Douglass, PhD

Title: Vice Provost for Academic Effectiveness

Dated: 6/15/2016

APPROVED AS
TO LEGAL FORM
RLA 6/13/16
INITIALS DATE