

**EXPERIENTIAL LEARNING (INSTRUCTIONAL) AGREEMENT
for UNCG Students to Work in outside Non-Clinical Agencies
FORM A**

*Office of Provost -- May 2007, Amended October 2009, August 2010
Revised October 2018*

I. Parties.

This Experiential Learning Agreement (the "Agreement") is entered into by and between The University of North Carolina Greensboro, School or Department of _____ ("UNCG") and firm/organization _____ ("Agency"), (collectively, "the parties").

II. Purpose.

WHEREAS, the parties have determined that they have a mutual interest in providing student learning experiences at Agency.

WHEREAS, UNCG has determined that student placements in Agency are consistent with the goals and objectives of the curriculum and will enhance the program of study.

WHEREAS, the services contemplated herein are of mutual interest and benefit to UNCG and Agency, and will further the instructional, research, and public service objectives of UNCG in a manner consistent with its status as a public educational institution.

NOW, THEREFORE, in exchange of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, UNCG and Agency agree as follows:

III. Term.

- A. This Agreement shall commence on _____ (the "Commencement Date") and shall terminate on _____ (the "Term"). The Parties agree to review this Agreement every three years to ensure that no updates or revisions are required.
- B. This Agreement may be terminated by either party upon written notice to a party that the other has breached the Agreement, or that a Participating Student has engaged in serious misconduct, as mutually determined by UNCG and the Agency. Serious misconduct shall include: violation of safety rules about which a Participating Student has been appropriately and adequately trained and/or repeated failure of Participating Student to meet performance standards, as outlined in Exhibit A. Prior to terminating Participating Students for serious misconduct, Participating Student will receive training and/or counseling regarding the standards which have not been met.

This Agreement may be terminated by either party without cause upon written notice to a party of at least ninety (90) days. In the event that this Agreement is terminated, the parties will make all reasonable efforts to allow Participating Students to complete their learning experience at the Agency.

IV. Compliance with UNCG and Agency Policies.

- A. Students working in Agency will be subject to the UNCG Academic Integrity Policy and the Student Code of Conduct, copies of which will be provided to Agency by the UNCG Faculty Liaison.
- B. Agency may also require student participating at Agency activities to comply with its own operational policies and procedures.

V. Special Additional Conditions where Agency is a Private, "For-Profit" Entity

(See U.S. D.O.L. Fact Sheet #71 Internship Programs Under the Fair Labor Standards Act January 2018)

Where the Agency is a private, "for-profit" entity, and it is contemplated that the student will *not* be compensated in compliance with the wage and hour provisions of the Fair Labor Standards Act (e.g., at least minimum hourly wage, time and a half for overtime, etc.), then Agency agrees that the student will not be an employee, as contemplated by the "primary beneficiary test" described in the above referenced fact sheet published by the U.S. Department of Labor.

VI. Number of Placements

Agency and UNCG will mutually determine the number of students to be placed at Agency for a given term. Agency and UNCG may decide to have no active placements for a period of time without affecting the continuation of this Agreement.

VII. Intellectual Property

Neither party transfers by operation of this Agreement any intellectual property rights owned by either party now or hereafter acquired in connection with its performance under this Agreement. Should any invention potential arise during the Term, the parties shall execute a mutually agreeable Sponsored Research Agreement ("SRA").

VIII. Scholarly Publications.

UNCG shall have the right to publish scholarly articles based on the results obtained from its provision of the Services, using data only in the aggregate and adhering to accepted professional standards of anonymity and confidentiality.

IX. Independent Contractor

Nothing herein is intended or shall be construed to establish any partnership, or joint venture between Agency and UNCG. Participating Students shall not be deemed employees or agents of the Agency or UNCG by reason of being assigned to Agency under this Agreement. Neither the Agency nor UNCG shall be responsible for payment to Participating Students of any salary, wages or employment-related benefits, including but not limited to workers' compensation benefits, due the Participating Students' participation in the experiential learning opportunity.

X. FERPA

UNCG has determined that Agency is a school official with a legitimate educational interest under the Family Educational Rights and Privacy Act ("FERPA"). If UNCG provides Agency with "personally identifiable information" from a student's education record as defined by FERPA, 34 CFR §99.3, Agency hereby certifies that collection of this information from UNCG is necessary for Agency's duties and responsibilities under this Agreement. Agency further certifies that it shall maintain the confidential status of the education records in their custody, and that it shall maintain the personally identifiable information as directed by FERPA. Failure to abide by legally applicable UNCG measures and disclosure restrictions may result in the interruption, suspension and/or termination of the relationship with Agency for a period of at least five (5) years from the date of the violation. If Agency experiences a breach relating to this information or if Agency re-discloses this information, Agency shall immediately notify UNCG. To the extent allowed by law, Agency shall indemnify UNCG for any breach of confidentiality or failure of its responsibilities to protect confidential information. Specifically, these costs may include, but are not limited to, the cost of notification of affected persons because of its unauthorized release of UNCG data provided to Agency pursuant to this Agreement.

XI. Nondiscrimination

There shall be no discrimination on the basis of race, sex, sexual orientation, gender identity, religion, color, creed, national origin, age, disability genetic information or veteran status in either the selection of students for experiential learning or as to any aspect of the experiential learning experience; provided, however, that with respect to disability, the disability must not be such as would, even with reasonable accommodation, in and of itself preclude the student's effective participation in the program.

XII. Indemnification

Agency shall indemnify, defend, and hold harmless UNCG, its Trustees, officers, agents, and employees from all loss, cost, and expense in connection with or arising out of any liability or claim of liability for injury or damages to persons or property sustained or claimed to have been sustained by anyone whomsoever by any act or omission of the Agency or any of its officers, agents, employees, guests, patrons, or invitees.

XIII. Tort Claims Act

UNCG's liability for bodily injury, property damage or any other matter sounding in tort is determined in accordance with the provisions, procedures, and limits of the North Carolina Tort Claims Act, N.C.G.S. 143-291, et seq., and UNCG's assertion of sovereign immunity.

XIV. Notices

All notices shall be hand delivered, sent by private overnight mail service, or sent by registered or certified U.S. mail and addressed to the party to receive such notice at the address given below, or such other address as may hereafter be designated by notice in writing:

If to UNCG: Contact: _____
Address: _____
Telephone No.: _____

If to Agency: Contact: _____
Address: _____
Telephone No.: _____

XV. Entire Agreement

This Agreement contains the entire agreement of the parties and there are no representations, inducements or provisions other than those expressed herein. All changes, additions or deletions to this Agreement shall be in writing and executed by the authorized representatives of both parties.

XVI. Access to Persons and Records

The State or UNCG auditor may audit the records of Agency during and after the term of this Agreement to verify accounts and data affecting fees or performance in accordance with North Carolina General Statutes §143-49(9) and §147-64.7.

XVII. Governing Law

This Agreement and the rights and obligations of the parties hereto shall be interpreted, construed and enforced in accordance with the laws of the State of North Carolina, and the exclusive venue for any legal proceedings arising from or incident to this Agreement shall be the state courts sitting in Guilford County, North Carolina.

XVIII. Severability

Should any provision of this Agreement be declared illegal, void, or unenforceable under North Carolina law, or shall be considered severable, the Agreement shall remain in force and be binding upon the parties hereto as though the said provision had never been included.

IN WITNESS THEREOF, the parties have executed this Agreement effective the day and year first written below.

The University of North Carolina Greensboro

Agency

By: _____
Signature

By: _____
Signature

Print Name: _____

Print Name: _____

Title: Dean

Title: _____

Date: _____

Date: _____

EXHIBIT A
Experiential Learning Expectations

The following are the mutually agreed terms and conditions of supervised learning experiences to be performed at Agency.

Professional Responsibilities of the Parties

- A. UNCG shall:
1. Notify students of appropriate placement opportunities for the experiential learning activity;
 2. Facilitate and approve placement site and learning objectives;
 3. Select and register students for placement;
 4. Identify the Faculty Liaison, the primary contact for specified learning activities;
 5. Participate in planning and evaluation regarding learning activities;
 6. Provide Agency with evaluation forms and deadlines;
 7. Provide Agency with the UNCG academic calendar;
 8. Notify students of Agency requirements, policies and procedures as provided to UNCG by Agency (i.e., Agency's requirement that that a Student provide a criminal background check, drug test, or immunization record; placement specific rules and policies; the date and time of a placement specific orientation) prior to Student's beginning their assignment with the Agency.
 9. Advise Students of UNCG's expectation that they:
 - a. Attend orientation sessions regarding learning activity;
 - b. Comply with all applicable policies and operational procedures of Agency;
 - c. Give prior notice of absence to appropriate UNCG and Agency personnel;
 - d. Obtain and maintain any required professional personal liability and/or health insurance;
 - e. Maintain professional standards of confidentiality; and
 - f. Participate in all individual or group meetings associated with learning activity.
- B. Agency shall:
1. Provide opportunities for student observation and/or participation on Agency premises;
 2. Provide a safe environment in compliance with all federal and state laws and inform UNCG and students of hazardous conditions;
 3. Provide to Faculty Liaison and students written policies and operational procedures to which students are expected to adhere while they are at the Agency;
 4. Provide to Faculty Liaison a list of duties or job description for student placements, including any specific requisite skills or abilities, and the essential functions of the position;
 5. Participate in planning and evaluation sessions with students and, where appropriate, with UNCG faculty;
 6. Identify the Agency personnel primarily responsible for supervising learning activity at Agency;
 7. Provide on-site supervision and guidance to the student;
 8. Provide timely final evaluation of student performance in the manner specified by UNCG;
 9. Conduct exit interviews with students that will include discussion of Agency's final

evaluation;

10. Notify Faculty Liaison of unsatisfactory performance or misconduct of a student and provide related documentation to Faculty Liaison; and
11. Remove and/or exclude a student in the event that the Agency determines that Student is not performing satisfactorily or is interfering with the Agency's operations; provided, however, that the person has been made aware of the intent to release him/her and has been given the opportunity to respond prior to the release. In the event the Agency elects to exclude a student or faculty member, it shall immediately notify the Faculty Liaison.