

CLINICAL INSTRUCTIONAL AGREEMENTS FOR UNCG STUDENTS WORKING IN OUTSIDE AGENCIES

AGREEMENT GUIDELINES AND INSTRUCTIONAL AGREEMENT -- FORM B The University of North Carolina at Greensboro

*Office of the Provost – May 2007
Amended October 2009
Non-substantive Revisions¹, August 2016*

INTRODUCTION

In an effort to provide UNCG students with hands-on experiences outside the classroom that are consistent with the goals and objectives of the curriculum, students are placed in learning experiences at external agencies such as health care facilities, social service agencies, and other businesses. Learning experiences typically are unpaid and are part of a student's course requirement. The rights and responsibilities of the University and the site are implemented through an instructional agreement. The following items are intended to provide assistance to University departments as they go through the process.

CLINICAL INSTRUCTIONAL AGREEMENT

1. Under Section I. Parties - Please make sure that the **Department or School is identified along with the University in the blank space provided**. Collectively, the legal contracting entity is "UNCG." However, the agreement needs to indicate which Department or School is accepting responsibility for administering the agreement within the University. Thus, the way this would look, for example, is "The University of North Carolina at Greensboro School of Nursing (hereafter UNCG)."
2. Under Section III. Term - Contracts will not take legal effect until all parties have signed the document. This is of critical importance because if you are operating for some period of time before the contract is fully signed ("executed") you (and the University) are operating without the protection of a legally binding contract. Therefore, instructional agreements should be fully executed (signed) before a student is placed in a site.

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¹ Non-substantive revisions were made in August 2016 to align with the revised *Equality of Opportunity in the University* statement, per Section 103 of the *UNC Policy Manual*, and to reflect the new academic policies and procedures link.

3. "Monetary compensation to students may or may not be provided under the terms set out in the University's Experiential Learning Agreements. If monetary compensation is provided, the Agreement should specify which party is responsible for making those payments, and which party will be responsible for any applicable payroll, accounting, tax withholding, worker's compensation insurance and unemployment benefits."

4. Students do **not** sign instructional agreements. The instructional agreement clarifies the responsibilities of the University and the site. Students do not have the authority to bind the University and are not parties to this agreement. (**NOTE:** Please do not place the responsibility for getting this agreement completed upon your student(s). This is something that should be handled by the faculty liaison).

5. The University's instructional agreements are located at the Provost's Policies, Procedures, and Forms website under [Experiential Learning Opportunities](#). As long as you use the current instructional agreement or clinical instructional agreement with no additions or deletions, review of the agreement by the Office of the General Counsel is not necessary. However, if the site recommends changes to the University's instructional agreement, those changes must be reviewed by the Office of the General Counsel.

6. If a site requires use of its own agreement instead of the University's instructional agreement, review of the agreement is required by the Office of the General Counsel the first time that form is used. Thereafter, it need not be reviewed by Counsel unless it is altered or amended.

7. Signature Process

Typically, the Faculty Liaison forwards the agreement to the internship site representative for signature. (This should be handled directly by the faculty liaison.) When the agreement is returned, it is signed by the Dean. On the signature page, the left-hand column is for the Dean's signature and the right-hand column is for the external agency site representative's signature. **Students do not sign the instructional agreement.**

CLINICAL INSTRUCTIONAL AGREEMENT
for UNCG Students to Work in Outside Agencies
FORM B

Office of the Provost – May 2007, Amended October 2009
Non-substantive Revisions, August 2016

I. Parties

This Clinical Instructional Agreement (Agreement) is entered into between The University of North Carolina at Greensboro, School or Department of _____ (hereafter UNCG) and the firm/organization _____ (Agency), collectively, the Parties).

II. Purpose

The parties specified in this Agreement have determined that they have a mutual interest in providing student learning experiences at Agency. 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. This Agreement confirms the mutually agreed terms and conditions of supervised clinical experiences to be performed at Agency.

III. Term

- A. The term of this Agreement shall commence on the date upon which the last signature is affixed hereto and will automatically renew annually unless either party provides at least ninety (90) days written notice of its intent to terminate prior to the expiration of the then current annual term.
- B. This Agreement may be terminated by either party upon written notice of at least ninety (90) days. In the event of a termination, the parties should use their best efforts to ensure that the termination will not negatively affect students currently placed at Agency.

IV. Compliance with UNCG and Agency Policies

- A. Students working in Agency will remain subject to the *UNCG Academic Honor Policy* and the *Student Code of Conduct*, copies of which will be provided to Agency by the UNCG Faculty Liaison. If alleged violations occur, Agency will notify Faculty Liaison. If such alleged violations reasonably seem to pose a continuous threat to others, the alleged violator may be suspended immediately by the Agency from participating in Agency activities.
- B. Agency may require student participating in Agency activities to comply with all of its operational policies and procedures.

V. Responsibilities of the Parties

A. UNCG shall:

1. Notify students of appropriate placement opportunities for the experiential learning activity;
2. Approve placement site and learning objectives;
3. Select and register students for placement;
4. Based on its academic standards, and in its sole discretion, determine whether UNCG credit will be awarded to students;
5. Identify for the Agency the Faculty Liaison who will be the primary contact for specified learning activities;
6. Participate in planning and evaluation regarding learning activities;
7. Provide Agency with evaluation forms and deadlines;
8. Inform Agency of the UNCG calendar and initiate discussions of students' obligations to report to Agency whenever classes are not in session; and
9. Implement procedures to notify students of obligations listed below:
 - a. Attend orientation sessions regarding learning activity;
 - b. Comply with all applicable policies and operational procedures of Agency;
 - c. Negotiate a set of learning objectives with Agency and UNCG and provide to each a written statement of objectives;
 - d. Give prior notice of necessary absence to appropriate UNCG and Agency personnel;
 - e. Obtain and maintain health insurance and professional liability insurance with minimum limits of \$1,000,000 Combined Single Limit Coverage. UNCG will provide to Agency copies of certificates of insurance which have been provided to the Faculty Liaison by the participating students;
 - f. Maintain professional standards of confidentiality. Each participating student shall obtain the Agency's written approval prior to publication of confidential or proprietary information related to the learning experience or Agency's operations. Confidential or proprietary information is defined as all patient care and patient identifying information, as well as all business information covering unique hospital specific operations, strategic planning, personnel, financial and information management systems information; and

g. Participate in all individual or group meetings associated with learning activity.

10. Compliance with Bloodborne Pathogens Standard: UNCG shall provide training to students in universal precautions prior to assigning a student to participate in a learning experience at Agency. Agency will be responsible for providing appropriate personal protective equipment required to comply with OSHA Standards as such compliance relates to the performance of this Agreement. UNCG shall provide documentation to the Agency that each participating student has received the hepatitis B vaccine or has declined such vaccine in writing.

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 and unusual circumstances that may create unsafe conditions;
3. Provide to Faculty Liaison and students written policies and operational procedures to which students are expected to adhere while they are at Agency setting;
4. Provide to Faculty Liaison a list of duties or job description for student placements with notation of any specific requisite skills or abilities, as well as identify any essential functions of the position;
5. Participate in planning and evaluation sessions with students and, where appropriate, with UNCG faculty;
6. Identify for Faculty Liaison the Agency personnel primarily responsible for supervising learning activity at Agency;
7. Provide on-site supervision and guidance to learning activity;
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; and
10. Notify Faculty Liaison of unsatisfactory performance or misconduct of a student and provide related documentation to Faculty Liaison. If a student fails to comply with Agency's policies and procedures, Agency may immediately suspend or terminate that student from further participation in the program on its premises.

VI. 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 April 2010](#))

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 placement will have the following characteristics:

1. The placement, even though it may include actual operation of the facilities of the Agency, is similar to training which would be given in an educational environment;
2. The placement experience benefits the student;
3. The student does not displace regular employees, but works under close supervision of existing staff;
4. The Agency derives no immediate advantage from the activities of the student; and on occasion its operations may actually be impeded;
5. The student is not necessarily entitled to a job at the conclusion of the placement; and
6. The Agency and the student understand that the student is not entitled to wages for the time spent in the placement.

VII. 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.

VIII. Nondiscrimination

Both parties agree to perform their duties under this Agreement without discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity, national origin, age, disability, genetic information, or veteran status. The Agency agrees to accept qualified students with disabilities from UNCG in accordance with the Section 504 of the Rehabilitation Act of 1973 and The Americans with Disabilities Act of 1990, and as amended. If the student has self-reported his/her disability to UNCG, the UNCG Office of Accessibility Resources and Services will consult with Agency’s fieldwork supervisor on a case-by-case basis to determine whether UNCG or the Agency will provide reasonable accommodation(s). In the event the Agency furnishes the reasonable accommodation(s) for the student, UNCG agrees to reimburse the Agency for costs incurred by the Agency for providing the reasonable accommodation(s), except for accommodations involving permanent structural alterations to the Agency’s property.

XI. Monetary Compensation to Student

While not required, monetary compensation may be provided to students placed in learning activities under this Agreement by either Agency or by the University. Accounting for such compensation and for any applicable taxes and benefits will be the responsibility of the party providing such compensation to the student.

XI. Employment

Students are not considered employees or agents of either UNCG or the Agency. Rather, students are considered to be independent contractors for purpose of this Agreement.

XII. Entire Agreement

This Agreement represents the entire agreement between the parties and may not be modified without the written consent of both parties. This Agreement shall be construed and governed by North Carolina law and any disputes shall be filed in a North Carolina court of competent jurisdiction. In witness whereof, the parties hereto have caused this Agreement to be signed by their respective authorized representatives.

The University of North Carolina at Greensboro	AGENCY
By: _____ <i>Signature of the Dean</i>	By: _____ <i>Signature</i>
Print Name: _____	Print Name: _____
Title: <u>Dean,</u> _____ Please include name of academic unit	Title: _____
Date: _____	Date: _____