

EXPERIENTIAL LEARNING AGREEMENTS (INSTRUCTIONAL AGREEMENTS) FOR UNCG STUDENTS WORKING IN OUTSIDE NON-CLINICAL AGENCIES

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

*Office of Provost -- May 2007,
Amended October 2009, August 2010
Non-Substantive Revisions, August 2016¹*

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 experiential learning agreement. The following items are intended to provide assistance to University departments as they go through the process.

EXPERIENTIAL LEARNING 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, experiential learning agreements should be fully executed (**signed**) before a student is placed in a site.
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."

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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 web link.

4. Students do **not** sign experiential learning agreements. The experiential learning 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 experiential learning agreements are located at the Provost's website at <https://provost.uncg.edu/policies-procedures-forms/elo-policy-model-agreements/>. As long as you use the current experiential learning agreement or clinical experiential learning 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 experiential learning 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 experiential learning 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 representative's signature. **Students do not sign the experiential learning agreement.**

**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
Non-Substantive Revisions, August 2016*

I. Parties

This Experiential learning Agreement (Agreement) is entered into between The University of North Carolina at Greensboro, School or Department of _____ (hereafter UNCG) and 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 learning 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 be 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 also require student participating at Agency activities to comply with its own 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 any required professional personal liability and/or health insurance;
 - f. Maintain professional standards of confidentiality; and
 - g. 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 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 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;
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, sex, religion, national origin, age, and disability. 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 Department of Disability 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.

IX. 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.

X. Employment

Students are not considered employees or agents of either UNCG or Agency. Rather, students are

considered to be independent contractors for purpose of this Agreement.

XI. 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: _____
Signature

By: _____
Signature

Print Name: _____

Print Name: _____

Title: Dean

Title: _____

Date: _____

Date: _____