
**EXPERIENTIAL LEARNING OPPORTUNITIES POLICY
THE UNIVERSITY OF NORTH CAROLINA AT GREENSBORO**

(Office of the Provost, May 2007)

(Amended, October 2009)

(Non-substantive Amendments, August 2016¹, March 2019²)

I. General Policy

Experiential learning opportunities for students at UNCG are work experiences that allow them to sample professional environments in which they might seek a career or which might give them experience that will help prepare them for a career or enhance their current career. An experiential learning assignment may also be a degree requirement for certain academic programs. The term “experiential learning assignment” includes, but is not limited to, internships, practica, and service learning. Experiential learning opportunities may be paid or unpaid, academic or non-academic, University-sponsored, or independent. Since experiential learning opportunities may take place outside the University environment, UNCG has no blanket policy on them. It does, however, take a variety of positions on different kinds of experiential learning opportunities, depending on their purpose and sponsorship.

UNCG encourages and supports experiential learning opportunities that are required or recommended components of disciplinary curricula. Departments and programs establish their own criteria for such experiential learning opportunities and the academic credit that may be earned for participation. Recognizing the value of this kind of experience, the University attempts to facilitate student participation in these experiential learning opportunities.

UNCG also encourages and supports experiential learning opportunities that may result in academic credit, even though the experiential learning opportunity is not required or even formally sanctioned by a department or program. Most often these experiential learning opportunities entail individually designed work plans in which the student collaborates with a faculty member to distill from an experiential learning opportunity a certifiable academic experience that qualifies for course credit within the faculty member’s department or program. The faculty member is the sole judge of the work necessary to meet these course requirements. Students will normally find appropriate faculty members for such collaboration within their major department, most often with a faculty member with whom they have already done coursework or a faculty member who has an interest in the topic to be considered. But it is also possible to identify and solicit faculty members in non-major fields. The sole criterion is that the faculty member finds the individually designed work plan to be sound academically, and that the faculty member is willing to work with the student to achieve the goals of the course they design.

UNCG, primarily through the Career Services Center, also provides support to students who

¹ Non-substantive amendments were made to reflect a change from “University Counsel” to “General Counsel”.

² Additional non-substantive amendments made by the Provost, March 18, 2019.

desire experiential learning opportunities in order to build experience and skills while exploring career options. Such experiential learning opportunities will not receive credit unless a UNCG faculty member has agreed to award independent study credit for academic work arising out of the experiential learning opportunity, using the model noted in the previous paragraph. Career Services advisors assist students in identifying and preparing for experiential learning opportunities. Databases of existing experiential learning opportunities, some of which are targeted specifically towards UNCG students, are available. Students who have particular learning goals for experiential learning opportunities can receive help from Career Services Center advisors in developing their own experiential learning opportunities with organizations. While the Career Services Center provides notification of non-academic experiential learning opportunities to students as a convenience, the fact that an opportunity is listed by the Career Services Center should not be taken as an endorsement of that opportunity by either CSC or UNCG. It is up to the student to determine the desirability of any prospective employer. The Career Services Center does, however, acknowledge the strong value of experiential education and will attempt to help students find and participate in relevant and appropriate experiential learning opportunities.

II. Academic Experiential Learning Opportunities

In order to earn course credit, experiential learning opportunities must:

1. Include individually designed academic goals as a component,
2. Be offered under the auspices of an academic unit,
3. Be sponsored by a departmental/program faculty member.

To request an independent study based on an experiential learning opportunity: Course credit can be earned for experiential learning opportunities only when they include, as a component, an academic course of instruction. Students who are planning non-academic experiential learning opportunities and are interested in the possibility of receiving credit may wish to seek permission to enroll in an independent study involving a program of study related to the experiential learning opportunity experience and resulting in a substantive research paper(s). If they are interested in doing so, they should begin the process by identifying a faculty sponsor and constructing a proposal for the independent study well before the experiential learning opportunity begins. (For a summer experiential learning opportunity, this should be done prior to the end of classes in the preceding spring term; some departments may have early deadlines for independent study proposals.) The most likely sponsor would be a faculty member with whom they have already taken a course. Students may also begin the process by contacting the Career Services Center.

III. Written Agreements with External Agencies Providing Experiential Learning Opportunities

Formal written agreements with external agencies are encouraged, but are not required by the University. The benefits of having a formal agreement are to (1) provide a clear delineation of responsibilities and expectations of the parties, (2) define the length of the agreement and address conditions under which the relationship may be extended or terminated, (3) ensure that students' rights to a safe environment and to be free from discrimination at the site are protected, and (4) ensure that the existence of an agreement between the parties has been documented and properly authorized.

If a department or school wishes to enter into a written agreement with an external agency, the agreement must be signed by the Dean and should follow the *Guidelines for Drafting Experiential Learning Agreements* in Section IV of this Policy. Significant deviations from those Guidelines should be reviewed by General Counsel as the changes may have unintended legal consequences.

In some cases the external agency may provide its own agreement form. The form should be sent to the Office of General Counsel for review, prior to signing, if that form has not previously been reviewed and approved by that office.

IV. Guidelines for Drafting Experiential Learning Agreements

A. Terms of the Agreement

1. Parties to the Agreement

Parties to the Agreement are the external agency and the University. The University should be identified by its full name, "The University of North Carolina at Greensboro." The department or school initiating the agreement should also be identified in the opening section.

2. Final Authorization Signature

The Dean of the College or School housing the department from which the agreement arises is the final authorization level for the implementation of instructional agreements. The Dean or the Dean's designee must sign the agreement.

3. Faculty Liaison

Each agreement should designate a faculty member as liaison person. The Faculty Liaison will be the agency's point of contact for the University.

4. Prohibited terms (per the North Carolina Attorney General and State law)

a. No instructional agreement will be authorized which includes a provision requiring the University to "indemnify" or "hold harmless" any other party. However, if an external agency insists upon some form of indemnification, the agreement may stipulate that the University will indemnify the agency "to the extent permitted by the North Carolina Tort Claims Act and without waiving any defense of sovereign immunity."

b. No instructional agreement may include a provision subjecting the University to the laws of any jurisdiction other than North Carolina. However, instructional agreements may remain silent on the applicable jurisdiction.

c. No instructional agreement may contain a provision for mandatory arbitration. Agreements to attempt non-binding mediation prior to litigation are acceptable.

d. Other terms that appear questionable should be referred to General Counsel.

5. Anti-Discrimination Assurances

Agreements should contain assurances by the external agency that in performing its activities, it will not discriminate on the basis of race, color, religion, sex, sexual orientation, gender identity, national origin, age, disability, genetic information, or veteran status. The external agency should commit that it will provide reasonable accommodation for participation by disabled persons in compliance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990. Under certain circumstances the School or department may agree to contribute to payment for those accommodations. This is a matter for negotiation between the parties.

6. Term of Agreement

The original agreement should be written to cover a specified period of time, generally not to exceed three years, but may contain a clause for periodic renewal, allowing for a continuous relationship over an indefinite term. In this case the intent of the parties and the activities referenced should be stated in general terms to avoid the need for revision and re-authorization each time particular programmatic changes occur. For example, an agreement could be in place with an agency over a period of years though the program shifts to accommodate unique qualities of student, faculty, and agency personnel. It is a good practice to have such ongoing relationships periodically reviewed by General Counsel to ensure that no significant changes of law affecting the agreement have occurred in the interim. A good guideline would be to have ongoing agreements reviewed by General Counsel every five years.

7. Compliance with University and Agency Policies

Students working at an external agency will continue to be subject to UNCG policies including, but not limited to, the *UNCG Academic Integrity Policy* and the *Student Code of Conduct*. The external agency may also require students to comply with its own operational policies and procedures.

8. Student Enrollment

All students participating in learning activities associated with instructional agreements must be enrolled in the University at the time of participation and must continue to meet all requirements for maintaining enrollment. Exceptions to the enrollment requirement must be made by the Dean in consultation with the Provost.

9. Student Insurance

In those instances where the University assures that students will be covered by insurance, the unit generating the agreement must have in place appropriate procedures to provide a clear record of meeting this responsibility. In those cases where professional liability and/or health insurance is wholly the responsibility of the participating student, this responsibility should be noted specifically in the instructional agreement as well as in official information provided to the student prior to participation in the learning activity.

10. Student Responsibilities

The learning agreement may stipulate that the University will inform students of their specific responsibilities. Such an agreement, however, is not enforceable against a student without his/her

signature. Departments may wish to have policies incorporating these provisions to which students are subject. At a minimum, each participating student should be required to review and acknowledge formally the relevant provisions of an instructional agreement.

11. Student Compensation

"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 must specify which party is responsible for making those payments, and which party will be responsible for any applicable payroll, accounting, tax withholding and worker's compensation insurance and unemployment benefits."

12. University Selection of Students

Typically agreements call for the University to exercise responsible judgment in selecting student participants based on understanding of tasks to be assigned by the external agency. As an ethical matter, faculty administering the program should encourage students to inform agency representatives of any known limitations of the student's ability to perform the tasks that would jeopardize the safety of the students or of others. However, if the student refuses to inform the external agency of relevant limitations, the University may provide such information to the external agency only to the extent allowed by section 504 of the *Rehabilitation Act*, the *Americans with Disabilities Act (ADA)*, and the *Family Educational Rights to Privacy Act (Buckley Amendment)*. The Office of General Counsel is available for assistance in resolving particular cases.

13. Students' Handling of Confidential Information

In general, the handling of intellectual property, sensitive proprietary information, or trade secrets should not be an integral aspect of a student's external learning experience. Information and knowledge gained in these experiences should be available for free and open exchange consistent with the basic tenets of a University. In limited situations, students may unavoidably be exposed to such information. With the approval of the Dean, a student may be placed with an external agency where exposure to confidential information may be an integral part of a planned activity under the instructional agreement. The agreement covering such an arrangement should clearly set out the responsibilities of the parties. Students are part of the external agency's work force and must abide by the external agency's confidentiality policies.

14. Safe Environment

The agreement should stipulate the external agency's duty to provide for the student a safe environment that is in compliance with all federal and state laws. University personnel, however, have no duty to inspect agency premises either before or during a student's activities there.

15. Rejection and Dismissal of Students by Agency

The agency may be given the privilege of rejecting students on any basis that is not arbitrary or discriminatory. In the event of a student's rejection or termination, the external agency should be asked to provide the basis for its decision so that appropriate follow-up action can be taken by the

University.

16. Faculty Supervision of Students

Faculty members should not agree to directly supervise students at an external agency (other than for periodic site visits to assess the student's progress) because it may create legal liability both for the faculty member personally as well as for the University.

17. Role of General Counsel

Instructional agreements supplied by an external agency or changes made by an external agency to the UNCG standard instructional agreement, should be referred to the Office of General Counsel for review. In addition to these reviews, General Counsel is available, upon request, to advise on other legal questions that may arise in connection with placements at external agencies.

B. Procedures for Executing the Agreement

1. Prior to initiating any student involvement, academic unit personnel prepare the new or revised agreement in collaboration with the appropriate external agency representatives. Consultation may be had with The Office of General Counsel during this process as needed.
2. The department head forwards to the Dean the completed agreement, preferably with appropriate signatures of authorized external agency personnel, along with a statement verifying adequate procedures for carrying out performance obligations.
3. The Dean reviews and signs the new or revised agreement. The Dean may consult with The Office of General Counsel as needed prior to signing.
4. The Dean retains the authorized original and provides a copy to the department. The department has responsibility for returning a copy of the signed document to the external agency.
5. The department should proceed with placements only upon receipt of a copy of the signed document. If placements are made before the agreement is fully executed by both the University and the external agency, neither the students nor the University are legally protected by the agreement during the interim. Agreements may not be back dated. Therefore, legal protection only begins from the date of full execution.