

**Memorandum of Agreement**

Rev. 7/12

**between**

**North Carolina State University**

**on behalf of its** \_\_\_\_\_

**and**

\_\_\_\_\_

THIS MEMORANDUM OF AGREEMENT (“AGREEMENT”) entered into by and between North Carolina State University, on behalf of its \_\_\_\_\_ (“NC STATE”) and \_\_\_\_\_ (“EMPLOYER”).

WHEREAS, NC STATE and EMPLOYER (the “Parties”) agree that it will be mutually beneficial for the NC STATE to refer students to EMPLOYER for field instruction in \_\_\_\_\_. The Parties agree to cooperatively provide field instruction of students of the NC STATE.

NOW THEREFORE, the parties agree as follows:

**I. Duration of Agreement:**

This agreement becomes effective on the date of last signature below and remains in force for a period of one year. Amendments must be in writing and signed by both Parties. Either Party may terminate this agreement with 30 days advance written notice to the other Party, provided that students who have begun a placement will be allowed to finish the placement unless both Parties agree otherwise.

**II. NC STATE Role:**

1. Consider the needs and recommendations of EMPLOYER in all matters concerning its field instruction program;
2. Work with students to prepare a learning agreement that will give structure to the field experience by listing goals for student educational outcomes and field learning experiences;
3. Review and accept where appropriate the EMPLOYER’S recommendations for EMPLOYER’S staff members to serve as Field Instructors of students who have been placed with EMPLOYER;

4. Administer the field instruction program, including decisions which affect the progress of the student, such as grades, credits, and field instruction hours in \_\_\_\_\_;
5. Forward a list of student(s) to EMPLOYER for proposed field instruction placement with EMPLOYER;
6. Provide EMPLOYER pertinent written information concerning student(s) selected for placement with EMPLOYER and final decisions regarding placement;
7. Provide consultation to EMPLOYER, field instructor(s) and other appropriate staff of EMPLOYER regarding the general development of its field instruction program;
8. Designate a faculty member to be Faculty Field Liaison to EMPLOYER in matters pertaining to field instruction. This Faculty Field Liaison will:
  - Serve as principal liaison between NC STATE and EMPLOYER including appropriate communication with NC STATE's Director of Field Education;
  - Make periodic visits to EMPLOYER to assess the practicum setting, review student progress and consult with the Field Instructors on learning patterns or problems;
  - Be available to the Field Instructors for immediate consultation when requested; and
  - Share with the Field Instructors knowledge of the educational program of NC STATE and pertinent information about the student's progress in other areas of the curriculum.
9. Provide opportunities for professional development of the Field Instructor(s) and other appropriate members of the EMPLOYER'S staff through meetings, institutes, and/or seminars; and
10. Provide professional student liability coverage (\$1,000,000/\$3,000,000).

### III. EMPLOYER'S Role:

1. Accept students for placement at EMPLOYER, the exact number to be decided annually by EMPLOYER and NC STATE;
2. Provide a work/learning environment for students that is without discrimination based on race, color, national origin, age, sex, religion, disability, veteran status, sexual orientation or marital status;
3. Provide educationally sound field placements for students;

4. Provide NC STATE with a written description of the placement (the function and purpose of the program), including the learning opportunities anticipated, in order to help students and NC STATE match students to placements;
5. Provide students with opportunities to participate in the overall EMPLOYER program and activities as appropriate to educational needs, educational preparation and practice competency;
6. Provide opportunities to reinforce learning from all areas of NC STATE curriculum, when feasible;
7. Provide well-qualified Field Instructors (subject to approval by NC STATE);
8. Assure that each Field Instructor has adequate time within his/her work schedule to:
  - Meet the educational needs of the student, including: orientation to the company and its services, development of learning opportunities which include depth and variety, and preparation for at least weekly conferences with each student;
  - Meet with the Faculty Field Coordinator at periodic intervals to discuss learning opportunities and student performance;
  - Attend appropriate NC STATE-sponsored meetings, institutes, and seminars; and
  - Prepare reports and evaluations as required by NC STATE, including a comprehensive evaluation of each student's performance at the end of that student's placement with EMPLOYER;
9. Provide opportunities for planned student contact with EMPLOYER'S staff members, in addition to the Field Instructor(s), through whom appropriate learning opportunities can be provided;
10. Provide students with:
  - Sufficient work space, including a desk for each student in an area sufficiently private for carrying on her/his independent work and activity;
  - Convenient access to a telephone;
  - Office supplies, as needed, in the performance of responsibilities;
  - Clerical service for those records and reports which the student is expected to produce for EMPLOYER; and
  - Access to client and EMPLOYER'S records appropriate to the student's learning experience;
11. Provide adequate parking for students during duty periods, and, when resources allow, provide either transportation or reimbursement of approved travel if students must travel on behalf of clients;

12. Supervise and assume responsibility for the students' work with EMPLOYER; and
13. Provide a safe work/learning environment for students, including first aid and emergency medical care and referral to an appropriate health care provider if needed.

IV. TERMS AND CONDITIONS:

1. The undersigned signatories each represents that he or she is duly authorized to execute this Agreement on behalf of his or her respective Party.
2. This Agreement is a contract made under the laws of the State of North Carolina and for all purposes shall be governed by and construed in accordance with the laws of the State of North Carolina.
3. This Agreement contains the entire agreement of the Parties and may not be terminated or modified in any way except by written instrument signed by all of the Parties.
4. This Agreement may be executed in one or more counterparts, each of which, when so executed, shall be deemed to be an original. Such counterparts shall together constitute and be one and the same instrument.
5. EMPLOYER shall indemnify and save harmless NC STATE, its officers, its agents, and its employees from all loss, cost, and expense 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 any one whomsoever, by reason of the performance of this Agreement or by any act or omission of EMPLOYER or any of its officers, agents, employees, guests, patrons, or invitees.
6. The State or NC STATE auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with North Carolina General Statute §147-64.7 and Session Law 2010-194, Section 21.
7. If NC State provides the EMPLOYER with "personally identifiable information" from a student's education record as defined by the Family Educational Rights and Privacy Act ("FERPA") and its implementing regulation 34 CFR §99.3, EMPLOYER hereby certifies that collection of this information from NC State is necessary for the performance of EMPLOYER's duties and responsibilities on behalf of NC State under this Contract. EMPLOYER further certifies that it shall maintain the confidential status of education records in their custody, and that it shall not re-disclose personally identifiable information as directed by FERPA. Failure to abide by legally applicable security measures and disclosure restrictions may result in the interruption, suspension and/or termination of the relationship

with EMPLOYER for a period of at least five (5) years from date of violation. If EMPLOYER experiences a security breach relating to this information or if EMPLOYER re-discloses the information, EMPLOYER shall immediately notify NC State. EMPLOYER shall indemnify NC State for any breach of confidentiality or failure of its responsibilities to protect the personally identifiable information. Specifically, these costs may include, but are not limited to, the cost of notification of affected persons as a result of its unauthorized release of NC State data provided to EMPLOYER pursuant to the Contract.

IN WITNESS WHEREOF, the parties have executed this agreement in duplicate originals, one of which is retained by each of the parties.

NORTH CAROLINA STATE UNIVERSITY \_\_\_\_\_

By: \_\_\_\_\_  
Betsy E. Brown  
Vice Provost for Faculty Affairs  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_