

MEMORANDUM OF AGREEMENT

between

NORTH CAROLINA STATE UNIVERSITY

on behalf of its College of Education

and

Exploris Charter School

THIS MEMORANDUM OF AGREEMENT (“AGREEMENT”) entered into by and between North Carolina State University, on behalf of its College of Education (“NC STATE”) and Exploris Charter School, a local education agency (“LEA”).

WHEREAS, NC STATE and LEA (the “Parties”) agree that it will be mutually beneficial for the NC STATE to refer students to LEA for field instruction and teacher training. The Parties agree to cooperatively provide field instruction and teacher training (“the program” herein) to students of 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 LEA in all matters concerning its 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 LEA’S recommendations for LEA’S staff members to serve as Field Supervisors of students who have been placed with LEA;

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

III. LEA'S Role:

1. Accept students for placement at LEA, the exact number to be decided annually by LEA 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 LEA program and activities as appropriate to educational needs, including grade level and subject area where available, 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 Supervisors (subject to approval by NC STATE) according to the criteria agreed upon by NC State and LEA;
8. Assure that each Field Supervisor has adequate time within his/her work schedule to:
 - Meet the educational needs of the student, including: orientation to the site 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 Field Liaison 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 LEA;
9. Provide opportunities for planned student contact with LEA'S staff members, in addition to the Field Supervisor(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;
 - Access to client and LEA'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 LEA; 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. *Authorized Signatories.* 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. *Choice of Law.* 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. *Liability.* The parties shall remain responsible for the acts and omissions of their respective officers, agents, and employees. However, the LEA shall provide NC STATE students participating in the program with the same protection against liability arising in connection with their assignments and projects at the LEA as is provided for members of the LEA's permanent faculty.
4. *Status of Students.* The students participating in the program will not be considered employees of LEA for the purpose of compensation or for any other purpose or benefits having to do with an employment status. LEA will not be responsible for providing social security benefits, unemployment compensation, workmen's compensation coverage or other employment benefits while assigned. An honorarium or other compensation to the student may be agreed upon by NC STATE and the LEA.
5. *Student Termination from the Program.* Withdrawal of a student from the program will be accomplished on request by LEA, NC STATE, or the student. LEA may request NC STATE to withdraw a student from the program when the student's performance is unsatisfactory or behavior is disruptive or detrimental to LEA and/or its customers. NC STATE may withdraw a student from the program upon request of LEA or when in NC STATE's judgment, the experiences do not meet the needs of the student. It is understood that only NC STATE can dismiss the student from its professional education program for performance or conduct not justifying continuance in professional education.
6. *State Auditor.* 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. *Protected Student Information.* If NC STATE provides the LEA 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, the LEA hereby certifies that collection of this information from NC STATE is necessary for the performance of LEA’s duties and responsibilities on behalf of NC STATE under this Agreement. LEA 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 LEA for a period of at least five (5) years from date of violation. If LEA experiences a security breach relating to this information or if LEA re-discloses the information, LEA shall immediately notify NC STATE. LEA 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 information provided to LEA pursuant to this Agreement.

8. *Execution of Agreement.* 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.

9. *Entire Agreement.* 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.

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: _____