

MEMORANDUM OF AGREEMENT (the "Agreement")
Between
QUEENS UNIVERSITY OF CHARLOTE and CHARLOTTE MECKLENBURG SCHOOL SYSTEM

THIS AGREEMENT, made the 1st, day of February, 2021 between Queens University of Charlotte (hereinafter UNIVERSITY) and Charlotte Mecklenburg School System (hereinafter SCHOOL), sets forth the terms and conditions under which students from UNIVERSITY'S education related programs may receive selected teaching-learning experiences at SCHOOL (hereinafter Programs).

WHEREAS, UNIVERSITY is engaged in the education of students enrolled in courses, and

WHEREAS, selected teaching-learning experiences are essential to accomplish the educational student learning outcomes (hereinafter objectives) for those students enrolled in UNIVERSITY's programs, and

WHEREAS, SCHOOL routinely provides structured and academically enriched opportunities to the public

WHEREAS, UNIVERSITY desires that certain of its students gain teaching-learning experience in the facilities of SCHOOL, and SCHOOL has agreed to provide facilities wherein said students can gain such teaching-learning experiences;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

I. UNIVERSITY shall:

1. Meet and maintain pertinent state and national standards recommended by the respective discipline state board and applicable national accrediting agencies relative to the organization and administration.
2. Provide notice to participating students and faculty of SCHOOL policies, procedures, and practices prior to the start of Programs; provided, however, that SCHOOL shall identify and make available to UNIVERSITY such policies, procedures, and practices in a timely manner.
3. Keep SCHOOL informed of the objectives of UNIVERSITY in the relevant programs.
4. Encourage all participating students to carry the student health policy available to UNIVERSITY students or its equivalent.
5. Agree to provide, upon written request from SCHOOL, proof of professional and general liability insurance through an entity acceptable to SCHOOL for all participating faculty and students for acts or omissions occurring at SCHOOL.
6. Notify participating students and faculty that they are required to abide by any policies of SCHOOL that require criminal background checks according to the UNIVERSITY program policy, including the submission of criminal background check results to the SCHOOL for review.

II. SCHOOL shall:

1. Ensure that SCHOOL is an equal opportunity employment agency that provides services regardless of race, color, creed, sex, age, national origin, religion, disability, or political belief.
2. Meet and maintain all applicable state and federal standards relative to the organization and administration of SCHOOL.
3. Make facilities of SCHOOL available to participating students and faculty of the for the purpose of carrying out the objectives of the Programs.
4. Designate an appropriate official of SCHOOL as liaison between SCHOOL and the Dean or designee.
5. Comply with the Family Educational Rights and Privacy Act (FERPA) and its regulations with regard to disclosure or redisclosure of any student education records.

III. UNIVERSITY and SCHOOL further agree that:

1. The resources of SCHOOL may be utilized for selected teaching-learning experiences in the education programs of UNIVERSITY as specifically approved by the SCHOOL representative and by the Dean or designee.
2. Appropriate SCHOOL personnel may provide feedback regarding student performance in achieving student learning outcomes or objectives as indicated by UNIVERSITY. Full responsibility for the academic content of the Programs, the student evaluation, grade, and the credit granted to participating students upon completion of the Programs is at all times controlled by UNIVERSITY.
3. Any student assigned to the Programs shall be under the supervision of a member of the faculty or a designated mentor approved by UNIVERSITY and SCHOOL.
4. Students or faculty assigned to SCHOOL facilities pursuant to this Agreement shall not be deemed employees or agents of SCHOOL. SCHOOL shall not be responsible for payment to any student or faculty member of any salary, wage, or employment-related benefit, including, but not limited to, worker's compensation benefits.
5. Periodic communication between UNIVERSITY and SCHOOL may occur to discuss any problems encountered in the Programs. Such communication may be initiated by either party. All amendments to this Agreement shall be in writing and signed by authorized representatives of both parties.
6. Information specific to the Programs will be communicated between representatives of UNIVERSITY and SCHOOL. UNIVERSITY shall provide evaluation criteria and objectives. In addition, UNIVERSITY will furnish the following to SCHOOL prior to the beginning of each Program:
 - a. The applicable course descriptions, their purpose or objectives, and assignments; and
 - b. Faculty contact information, including UNIVERSITY E-mail address and office phone number.
7. There shall be no monetary exchange between the parties for services rendered by SCHOOL or services rendered by participating students and/or faculty pursuant to this Agreement unless SCHOOL requires payment to participating students. It is expected that as a result of the Programs SCHOOL and UNIVERSITY will be mutually enriched through the stimulus of participating in the Programs.
8. For the purposes of this Agreement, both UNIVERSITY and SCHOOL are independent contractors. Neither UNIVERSITY nor SCHOOL is authorized nor permitted to act as an agent or employee of the other.

9. SCHOOL agrees to permit participating students and faculty to carry out mutually approved research projects, publications, speaking engagements, and other activities concerning data results and summaries.
10. This Agreement shall be for the benefit of UNIVERSITY and shall not be assigned or transferred by either party.
11. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns. Nothing in this Agreement is intended, nor shall be deemed, to confer any benefits on any third party, including without limitation, any students of SCHOOL, nor shall such person or entity have any right to seek, enforce or recover any right or remedy with respect hereto.

IV. STUDENT/INTERN RESPONSIBILITIES:

1. The student/intern will be responsible for meeting compliance requirements as prescribed by the SCHOOL.

V. INSURANCE REQUIREMENTS

The University shall provide a letter or certificate to verify the coverage and limits required by this Agreement.

The UNIVERSITY agrees to purchase and maintain the following insurance coverage during the life of the Agreement:

Commercial General Liability

Insurance with a limit not less than \$1,000,000 per occurrence/aggregate including coverage for bodily injury, property damage, products and completed operations, personal/advertising injury liability and contractual liability.

Professional Liability

Agree to provide, upon written request from SCHOOL, proof of insurance with a limit not less than \$1,000,000 per claim occurrence including coverage through an entity acceptable to SCHOOL for all participating faculty and students for negligent acts, errors or omissions occurring at SCHOOL.

SCHOOL shall maintain in force at all times during the Term of this Agreement the following insurance on an occurrence basis:

- (1) workers' compensation and occupational disease insurance as required by law and employer's liability and occupational disease coverage with minimum limits of \$1,000,000;
- (2) automobile liability insurance with minimum occurrence and combined single limits of \$1,000,000 providing coverage for "Any Autos" including owned, leased, non-owned and hired vehicles; and
- (3) commercial general liability ("CGL") insurance, including bodily injury, property damage, premises, and contractual liability, with minimum limits of \$2,000,000.

These insurance policies, with the exception of the workers' compensation coverage, must: (1) contain a waiver of subrogation rights as to UNIVERSITY; and (2) contain cross-liability and severability of interests' coverage and be primary and non-contributory. SCHOOL also agrees to provide at least 30 days written notice regarding cancellation of or restrictive endorsement to any of the required insurance policies. SCHOOL must furnish to UNIVERSITY before the effective date of this Agreement certificates of insurance for all insurance policies required under this section.

Throughout the term of this agreement, UNIVERSITY and SCHOOL will comply with the insurance requirements described in this section. In the event that the UNIVERSITY or FACILITY fails to maintain required insurance, the UNIVERSITY or SCHOOL shall be entitled to terminate or suspend the Agreement immediately.

VI. MEMORANDUM OF AGREEMENT SUMMARY

Any notice to be given hereunder shall be given in writing and delivered personally or by registered or certified mail, postage prepaid as follows:

- A. UNIVERSITY: Queens University of Charlotte
Dr. Sarah Fatherly
Provost and Vice President for Academic Affairs

- B. Federal Identification number: 56-0530003

- C. Status: Public Private, non-profit Private, for profit

- D. SCHOOL: Charlotte Mecklenburg School System
Kristen England kristenm.england@cms.k12.nc.us, phone number 980-343-1848, fax number 980-343-5943

VII. TERMINATION

The term of this Agreement shall be automatically renewed annually on the date of execution. This Agreement may be terminated in the following manner:

- A. By either party for breach if there has been a failure to cure after thirty (30) days written notice,
- B. At any time by mutual agreement, or
- C. Upon written notice of either party given at least 150 days prior to the effective date of such cancellation; provided, however, that no termination shall become effective during an academic semester in progress. Shortened sessions or courses shall be construed together as one academic semester.

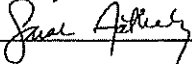
VII. MISCELLANEOUS

- A. Severability
The invalidity or unenforceability of any particular provision of this Letter of Agreement shall not affect the remaining provisions herein, and the Letter of Agreement shall be construed in all respects as if such invalid or enforceable provision were omitted.

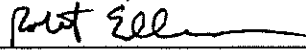
- B. **Governing Law**
The Letter of Agreement shall be subject to and governed by the laws of the State of North Carolina.
- C. **Records and Reports**
Each party agrees to maintain records which date and document Student/Intern placement and any Program records until the Student/Intern has exited the UNIVERSITY.
- D. **Amendments**
The Memorandum of Agreement may not be amended, added to, or changed except by written agreement signed by all parties.
- E. **Assignment**
Neither this Letter of Agreement nor any rights *OR* obligations created herein shall be assigned by either party without the express written consent of the other party.
- F. **Non-exclusive**
Both parties agree that this Memorandum of Agreement is non-exclusive in that each party shall have the right to provide services to other entities and receive services from other entities.
- G. **Indemnification and Hold Harmless**
Each party (the "Indemnifying Party") shall, to the fullest extent permitted by law, defend, hold harmless and indemnify the other party and its affiliates, trustees, directors, officers, partners, principals, employees and agents ("collectively, the "Indemnified Party") against any and all claims, demands, causes of action or damages, including attorneys' fees (collectively, "Claims"), arising out of or relating to any of the obligations undertaken in connection with this Contract For Services including but not limited to (i) any breach of this Agreement by the Indemnifying Party; (ii) any willful or negligent act, or failure to act by the Indemnifying Party; or (iii) any actual or alleged injury or death to a person and/or loss of or damage to property caused directly or indirectly, wholly or in part by the Indemnifying Party.

In WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

UNIVERSITY: Queens University of Charlotte

UNIVERSITY Signature:  Date: February 1, 2021

Sarah Fatherly, Provost and Vice President for Academic Affairs

SCHOOL Signature:  Date: 2/17/21

Rob Ellyson, Human Resources Coordinator or Designee

