

MEMORANDUM OF AGREEMENT
between
STEVENSON UNIVERSITY, INC. - DIVISION OF NURSING
and
PRINCE GEORGE'S COMMUNITY COLLEGE

THIS MEMORANDUM OF AGREEMENT ("Agreement") is made and entered into this 1st day of January, 2020, by and between **PRINCE GEORGE'S COMMUNITY COLLEGE** ("PGCC"), and **STEVENSON UNIVERSITY, INC.** ("Stevenson").

WHEREAS, as part of the educational program for degree candidates who seek to teach nursing skills, Stevenson requires that its students obtain clinical and classroom teaching experience; and

WHEREAS, PGCC has the facilities, a nursing program, clinical affiliations and personnel that will enable it to provide clinical teaching experience to Stevenson students, both in the classroom and at an affiliated health care provider sites where clinical instruction is given; and

WHEREAS, PGCC and Stevenson desire to enter into an agreement for the provision of an observational student-teaching experience at PGCC for Stevenson students.

NOW, THEREFORE, in consideration of the mutual agreements set forth herein, the parties agree as follows:

I. General Conditions.

A. PGCC shall provide clinical observational teaching experience to Stevenson nursing education students after meeting the College's and clinical facility requirements and procedures. The number and level of students, their program of education within Stevenson and the scheduling of their assignments at Stevenson shall be determined by mutual agreement between the coordinator of clinical education at PGCC and Stevenson's School of Sciences Nursing Program Director.

B. A Stevenson faculty member assigned to PGCC will be responsible for the supervision and programmatic requirements for students assigned to PGCC.

C. Stevenson agrees to withdraw from PGCC any student whose performance or health is deemed by PGCC to be detrimental to parties or staff. Any personnel or practice issues arising during the course of the clinical experience shall be jointly discussed before such withdrawal, and the parties shall make a good faith effort to resolve the matter short of withdrawal.

D. PGCC shall provide the students and faculty with its rules, regulations and procedures applicable to Stevenson faculty and staff. The students and faculty will abide by these rules, regulations and procedures. PGCC Nursing Department shall appoint a designated representative to be the liaison between Stevenson, its students and the Nursing Department, and shall notify Stevenson if there is a change of designated representative.

E. Students that are assigned to PGCC are there solely for the purpose of observational teaching experience and will not be construed as employees or volunteers of PGCC for purposes of compensation or for any other purposes or benefits arising from employment status.

II. Agreement Status and Amendments.

A. The term of this Agreement shall be for two (2) years, beginning on January 2, 2020 and ending on December 31, 2022.

B. This Agreement may be terminated upon the occurrence of any of the following events:

1. By the mutual agreement of both parties;
2. By either party upon the giving of no less than thirty (30) days' written notice to the other party; or
3. By either party upon the other party's breach of any of the terms and conditions of this Agreement and the failure to cure such default within seventy-two (72) hours from the time that written notice of the default is given to the other party.
4. In the event of the termination of the Agreement as provided, Students who are participating in the program at the time of such termination shall be permitted to complete the clinical experience, if practical.

III. Indemnification.

A. PGCC agrees, to the extent authorized by law, within and to the limits of its comprehensive liability coverage, subject to any applicable limitations set forth by the Local Government Tort Claims Act and to the limits of Insurance set forth in paragraph IV B to indemnify, defend and hold harmless Stevenson University and its affiliates, including, but not limited to, Stevenson's agents, directors, officers, employees, students, invitees or guests, and any of Stevenson's other contractors, from and against all claims, losses, costs, damages and expenses (including reasonable attorney's fees) relating to injury to or death of any person or damage to real or personal property whether the above result from or arise in connection with (i) any breach by PGCC or its faculty of any provision hereof, or (ii) any wrongful acts, negligence or omissions by PGCC including, without limitation, PGCC agents, directors, officers, employees, invites, or guests. The obligations of this paragraph shall survive the termination of the Agreement.

B. Stevenson shall indemnify, defend and hold harmless PGCC, students, its agents, officers, and employees from any and all claims, losses, costs, damages, expenses, demands, actions or judgments for which they may become liable based upon or arising out of (i) any services performed under this Agreement, (ii) the wrongful acts, negligence or omission of Stevenson or any of its officers, agents or employees, or (iii) any breach of this agreement. Stevenson retains the right to defend any such claims, actions and/or suits at its option, and to approve any proposed settlements. The obligations described in this paragraph shall survive termination of this Agreement.

C. **Responsibility for Actions.** Each party shall be responsible for its own acts and omission and the acts and omissions of its employees, officers, directors and affiliates. A party shall not be liable for any claims, demands, actions, costs expenses and liabilities, including reasonable attorneys' fees, which may arise in connection with the failure of the other party or its employees, officers, directors, students or agents to perform any of their obligations under this Agreement. Neither party waives any defenses, rights or claims it may have arising under any statute or common law.

IV. Insurance.

A. Stevenson shall provide and maintain comprehensive general liability insurance in the amount of \$1,000,000.00 per occurrence and \$3,000,000.00 annual aggregate for Stevenson's faculty and students. In addition, Stevenson shall maintain professional liability insurance that covers Stevenson, all students and instructors of Stevenson. The blanket professional liability insurance policy will be in the amount of not less than \$1,000,000.00 per claim/\$3,000,000.00 aggregate. Stevenson shall provide a certificate of insurance at the request of PGCC.

B. PGCC shall render a certificate of self-insurance to Stevenson with this Agreement indicating coverage of PGCC and Faculty for their acts, failures to act or negligence, arising out of or caused by the activity which is the subject of this Agreement. The minimal limits of coverage shall be 1,000,000.00 per occurrence and \$3,000,000.00 annual aggregate. PGCC agrees to render a certificate of worker's compensation coverage (self-insurance certificate) on each Faculty according to applicable state regulations

V. **Equal Opportunity.** Neither Stevenson nor PGCC, or any agents, employees, officers or students of either party, shall discriminate against any person on the basis of age, race, color, creed, religion, ethnic or national origin, political affiliation, non-disqualifying handicap, disability, gender or sexual orientation, status as a disabled veteran or veteran of the Vietnam era.

VI. **No Employment Relationship.** No student or faculty member or employee of Stevenson, while engaging in the activities governed by this Agreement, will be construed to be an employee or a volunteer of PGCC.

VII. **Partnership/Joint Venture/Employment.** Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act or omission of any other party contrary to the terms of this paragraph.

VIII. **Nondiscrimination.** The parties shall comply with title VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, and Section 504 of the Rehabilitation Act of 1973, the American with Disabilities Act of 1990, and the regulations related thereto. The parties will not discriminate against any individual, including but not limited to employees or applicants for employment and/or students, because of age, race, color, creed, religion, ethnic or national origin, political affiliation, non-disqualifying handicap, disability, gender or sexual orientation, status as a disabled veteran or veteran of the Vietnam era. This section shall not apply to discrimination in employment on the basis of religion that is specifically exempt under the Civil Rights Act of 1964 (42 U.S.C. §2000e).

IX. Entire Agreement. This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties. It may be modified only by a written amendment properly executed by both parties.

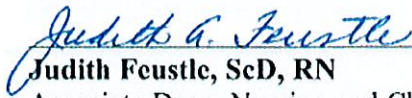
X. Governing Law. The laws of the State of Maryland shall govern the validity, construction and effect of this Agreement and any and all extensions and/or modification thereto. Maryland law shall govern regardless of any language in any attachment or other document that Stevenson may provide.

XI. Severability. Should any provision of this Agreement be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this Agreement.

IN WITNESS WHEREOF, the parties cause this Agreement to be executed by their duly authorized representatives, as of the day and year above first written.

[SIGNATURE PAGE TO FOLLOW]

STEVENSON UNIVERSITY, INC.


Judith Feustle, ScD, RN

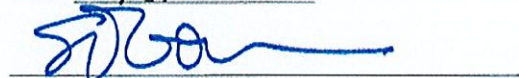
Associate Dean, Nursing and Chief Nurse Administrator

Date: 1/8/2020


Meredith C. Durmowicz, PhD

Interim Dean, Berman School of Nursing and Health Professions

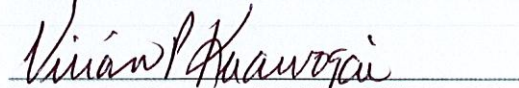
Date: 1/8/2020


Susan T. Gorman, PhD

Executive Vice President for Academic Affairs and Provost

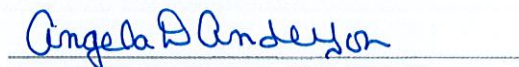
Date: 01/10/20

PRINCE GEORGE'S COMMUNITY COLLEGE


Vivian P. Kuawogai, MSN, MEd, RN, CPN, CNE

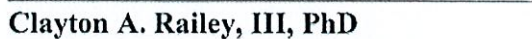
Interim Chair, Department of Nursing

Date: 1/13/2020


Angela D. Anderson, MA, RT(R)

Dean, Health, Wellness & Hospitality Division

Date: 1/13/2020


Clayton A. Railey, III, PhD

Executive Vice President & Provost

Date: _____