

June 15, 2020

Byrdine F. Lewis College of Nursing and Health Professions  
**Georgia State University**

(404) 413-1100  
(404) 413-1090 fax

MEMORANDUM TO: Wendy F. Hensel  
Senior Vice President for Academic Affairs and Provost

We recommend for your approval and execution the attached (check one):

**Affiliation Agreement/Amendment**

With Georgia Department of Education  
for the Byrdine F. Lewis College of Nursing & Health Professions

COMMENTS: The attached agreement meets all of the standards prescribed by the Board of Regents for affiliation agreements used to cover the training of students by their respective institutions. The attached agreement is considered contractually sound and adequate. The undersigned are in full agreement, and affirm and accept the specificity of each and every clause of the agreement. Upon the completion of your execution, please return all copies of the agreement to the Lewis College of Nursing and Health Professions Dean's Office for appropriate action to complete and distribute the copies.

6/15/2020  
Date

  
\_\_\_\_\_  
Kelli Nowviskie, Dean's Office Administrator

6/15/2020  
Date

  
\_\_\_\_\_  
Anthony Roberts, College Administrative Office

We concur in the above recommendation:

June 15, 2020  
Date

  
\_\_\_\_\_  
Legal Affairs

Department contact:  
Kelli Nowviskie  
Byrdine F. Lewis College of Nursing & Health Professions  
Georgia State University  
P.O. Box 3995  
Atlanta GA 30302-3995

Telephone: 404.413.1084  
Email: knowviskie@gsu.edu

**Mailing Address**

P.O. Box 3995  
Atlanta, GA 30302-3995

Phone 404-413-1100  
Fax 404-413-1090



June 15, 2020

Kelley Toon  
Georgia Department of Education  
205 Jessie Hill Drive SE  
1662 Twin Tower East  
Atlanta, GA 30334

Dear Ms. Toon:

Jessica Todd, Coordinated Program Director for our Nutrition Department, has asked that an agreement be sent to you to establish a non-clinical affiliation with **Georgia Department of Education** for student learning experiences.

Please use the enclosed memorandum of understanding for that purpose. It is a standard agreement that we have in effect with numerous organizations and has been approved by the Board of Regents of the University System of Georgia and the Georgia Attorney General's Office.

On the agreement's third page, please indicate the person responsible for communications with regards to this MOU and on the last page; print the name and title of person signing the agreement under the signature line. Please return the signed agreement within two weeks, if possible to [knowviskie@gsu.edu](mailto:knowviskie@gsu.edu) or by mail at the address in my signature below.

After it has been signed by University officials, a fully executed copy will be sent to you for your records. Thank you for your assistance in establishing this clinical affiliation, and please feel free to contact me at (404) 413-1084 if you have any questions.

Sincerely,

A handwritten signature in blue ink that reads "Kelli Nowviskie". The signature is written in a cursive style and is positioned above a horizontal line.

Kelli Nowviskie  
Georgia State University  
Byrdine F. Lewis School of Nursing & Health Professions  
P. o. Box 3995  
Atlanta GA 30302-3995

Enclosure

MEMORANDUM OF UNDERSTANDING CONCERNING  
AFFILIATION OF STUDENTS FOR APPLIED LEARNING EXPERIENCE

This is a Memorandum of Understanding (“MOU”) on the part of **Georgia Department of Education**, hereinafter referred to as "Organization", and The Board of Regents of the University System of Georgia by and on behalf of Georgia State University, hereinafter referred to as "University".

A. PURPOSE:

(1) The purpose of this MOU is to guide and direct the parties respecting their affiliation and working relationship, inclusive of anticipated future arrangements and agreements in furtherance thereof, to provide high quality Applied Learning Experiences (“ALEs”) for University students, while at the same time enhancing the resources available to the Organization.

(2) Neither party intends for this MOU to alter in any way their respective legal rights or their legal obligations to one another, to the students and faculty assigned to the Organization, or as to any third party.

B. GENERAL UNDERSTANDING:

(1) The courses of instruction for each ALE to be provided will be of such content, and cover such periods of time as may from time to time be mutually agreed upon by the University and the Organization. The starting and ending date for each ALE shall be agreed upon at least one month before the ALE commences.

(2) The number of students designated for participation in an ALE will be mutually determined by agreement of the parties, and may at any time be altered by mutual agreement. All student participants must be mutually acceptable to both parties and either party may withdraw any student from an ALE based upon perceived lack of competency on the part of the student, the student's failure to comply with the rules and policies of the Organization or the University, or, for any other reason where either party reasonably believes that it is not in the best interest of the parties for the student to continue.

(3) There shall be no discrimination on the basis of race, national origin, religion, creed, sex, age or disability in either the selection of students for participation in the program, or as to any aspect of the ALE; provided however, that with respect to disability, the disability must not be such as would, even with reasonable accommodation, in and of itself, preclude the student's effective participation in the ALE.

C. ORGANIZATION RESPONSIBILITIES:

(1) The Organization will retain responsibility for the services it provides, and will maintain administrative and professional supervision of students insofar as their presence and ALE assignments affect the operation of the Organization and its services.

(2) The Organization will provide adequate learning opportunities for participating students in accordance with the objectives developed through cooperative planning by the

University's departmental faculty and the Organization's staff.

(3) The Organization will use efforts to make conference space and classrooms available as may be necessary for teaching and planning activities in connection with the ALEs.

(4) Organization staff shall, upon request, assist the University in the evaluation of the learning and performance of participating students.

(5) The Organization shall provide for the orientation of both University faculty and participating students as to the facilities, philosophies, rules, regulations and policies of the Organization.

D. UNIVERSITY RESPONSIBILITIES:

(1) The University will use its best efforts to see that students selected for participation in the ALE are prepared for effective participation in the training phase of their overall education. The University will retain ultimate responsibility for the education of its students.

(2) Prior to the commencement of an ALE, the University will, upon request and with proper authorization, provide responsible Organization officials with such student records as will adequately disclose the prior education and related experiences of prospective student participants. Only those students who have satisfactorily completed the prerequisite didactic portion of their curriculum will be selected for participation in an ALE.

(3) The University will encourage student compliance with the Organization's rules, regulations and procedures, and use its best efforts to keep students informed as to the same and any changes therein. Specifically, the University will keep each participating student apprised of his or her responsibility:

- (a) To follow the administrative policies, standards and practices of the Organization when the student is in the Organization.
- (b) To report to the Organization on time and to follow all established regulations during the regularly scheduled operating hours of the Organization.
- (c) To conform to the standards and practices established by the University while training at the Organization.

E. MUTUAL RESPONSIBILITIES:

(1) The parties will work together to maintain an environment of quality learning experiences. At the instance of either party a meeting or conference will be promptly held between University and Organization representatives to resolve any problems or develop any improvements in the operation of the contemplated ALEs.

(2) Unless sooner canceled as provided below, the term of this MOU shall be three (3) years, commencing on **July 1, 2020** and ending on **May 31, 2023**. This working relationship and affiliation may be renewed by mutual written consent of the parties. This MOU may be amended at any time by mutual written agreement of the parties. It may also be canceled at any time by either party upon not less than ninety (90) days written notice in advance of the next training experience.



BOARD OF REGENTS OF THE  
UNIVERSITY SYSTEM OF GEORGIA  
BY AND ON BEHALF OF  
GEORGIA STATE UNIVERSITY

By: 

Wendy F. Hensel  
Senior Vice President for Academic  
Affairs and Provost

Jun 16, 2020

Date: \_\_\_\_\_

Georgia Department of Education  
Atlanta GA

By: 

(signature)

Print name: Rusk Roam  
Chief Financial Officer  
Federal EIN: 58-6002042

Title: \_\_\_\_\_

Date: 6/23/20

# GeorgiaDeptofEducation\_June2020

Final Audit Report

2020-06-16

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