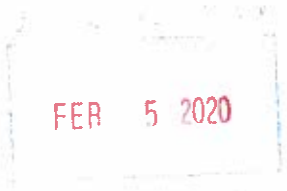


January 29, 2020

**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**
- Affiliation Agreement Renewal Letter

With University of North Georgia
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.

1/29/2020
Date

Kelli Nowviskie
Kelli Nowviskie, Dean's Office Administrator

1/29/2020
Date

Anthony Roberts
Anthony Roberts, College Administrative Office

We concur in the above recommendation:

2/14/2020
Date

Carol
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

EXCHANGE AGREEMENT

This is a Student Exchange Agreement (hereinafter referred to as the "Agreement") on the part of the Board of Regents of the University System of Georgia by and on behalf of the University of North Georgia (hereinafter referred to as "UNG") and Georgia State University (hereinafter referred to as "GSU"), together hereinafter jointly referred to as the "parties" or individually as a "party."

A. PURPOSE:

1. The purpose of this Agreement is to guide and direct the parties respecting their affiliation and working relationship and to provide high quality nursing education applied learning experiences (hereinafter referred to individually as an "ALE" and collectively as "ALEs") for the parties' students.
2. This Agreement applies to ALEs for the parties' respective Masters in Nursing ("MSN") programs for Nurse Educators whereby such MSN-candidates may accomplish teaching practicums through observation and student teaching in the parties' respective nursing programs.
3. Except as otherwise set forth herein, neither party intends for this Agreement to alter in any way their respective legal rights or obligations to one another, the students, or the faculty assigned to parties, or any third party.

B. GENERAL UNDERSTANDING:

1. The ALEs will be of such content and cover such periods of time as may from time to time be mutually agreed upon by the parties. The starting and ending dates for each ALE shall be agreed upon at least one month before each ALE commences. ALE implementation shall be subject to final approval by the party hosting such ALE. Hereinafter, the party hosting the other party's students for participation in an ALE shall be referred to as the "Host University," and the party sending students to the Host University for participation in the Host University's ALE shall be referred to as the "Home University."
2. The number of students designated for participation in each 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 acceptable to both parties. Either party may withdraw any student from an ALE based upon a lack of competency on the part of the student, the student's failure to comply with the rules and policies of the Host University, or for any other reason where either party reasonably believes that it is not in their best interest for the student to continue. Such party shall provide the other party and the student with immediate notice of the withdrawal and written reasons for the withdrawal.
3. There shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, disability, or veteran's status in either the selection of students for participation in an ALE or as to any aspect of any 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. HOST UNIVERSITY RESPONSIBILITIES:

1. Although the Host University may decline the acceptance of particular students or faculty, it will promptly notify the Home University of all students and faculty who are accepted into an ALE. Further, the Host University shall provide the Home University with written reasons for its non-acceptance of any student or faculty.
2. The Host University will maintain supervision of students insofar as their presence and ALE assignments affect the operation of the Host University and its conduct of nursing classes or classroom activities.
3. The Host University will provide adequate facilities for participating students in accordance with the ALE program objectives and plan developed through cooperative planning by the Home University's departmental faculty and the Host University's staff. The Host University will use its best efforts to make conference space and classrooms available as may be necessary for teaching and planning activities in connection with the ALE.
4. Host University staff shall upon request, assist the Home University in the evaluation of the learning and performance of participating students. The Host University will assign a staff representative as liaison between parties. Any evaluation of students by the Host University shall relate only to general student participation in the ALE and shall in no way be construed as a certification by the Host University as to the competence of any student or a representation by the Host University of any student's ability or competence in connection with the practical implementation of any knowledge gained through the ALE.
5. The Host University shall provide for the orientation of both Home University faculty and participating students as to the philosophies, rules, regulations and policies of the Host University.
6. All medical or health care (emergency or otherwise) that a Home University student or faculty member receives at the Host University will be at the expense of the individual involved.

D. HOME UNIVERSITY RESPONSIBILITIES:

1. The Home University will use its best efforts to: (i) select students for participation in each ALE who are prepared for effective participation in the training phase of their overall education; (ii) provide the Host University with information concerning the number of students, students' names, students' department/college, course of instruction, and dates of participation thirty (30) days prior to the commencement of an ALE; and (iii) provide the number of faculty participants and their department/college at least fifteen (15) days prior to the commencement of an ALE. The Home University will retain ultimate responsibility for the education of its students.

2. Prior to the commencement of any ALE, the Home University will, upon request and with proper authorization, provide responsible Host University officials with such student records as will adequately disclose the prior education and related experiences of prospective student participants.
3. The Home University will use its best efforts to see that each ALE at the Host University is conducted in such a manner as to enhance the resources available to the Host University. Only those students who have satisfactorily completed the prerequisite courses of their curriculum will be selected for participation in an ALE, as specified in the curriculum course descriptions.
4. The Home University will not assign any faculty member to the Host University in connection with the operation of an ALE who is not appropriately licensed or certified, and will make evidence of the licensure or certification of all its assigned faculty available to the Host University upon request. It is agreed that all Home University faculty are employees of the Home University, unless otherwise agreed upon in writing.
5. The Home University will inform all its participating students of the Host University's requirement that they must procure and maintain throughout an ALE professional liability insurance in amounts, form, and by a carrier satisfactory to both parties and covering their activities at the Host University, and to provide evidence of such insurance to the Host University prior to participation in any ALE. Home University faculty members will be provided professional liability coverage pursuant to the terms and conditions of the Georgia Tort Claims Act (O.C.G.A. U50-21-20 et seq.). The Home University will provide Worker's Compensation Insurance coverage for its participating faculty members. However, the Home University will not provide Worker's Compensation Insurance or other insurance coverage for its students. This paragraph will survive the termination of this Agreement.
6. The Home University will encourage participating student and faculty compliance with the Host University's rules, regulations and procedures, and use its best efforts to keep students and faculty informed as to the same and any changes therein. Specifically, the Home University will keep each participating student and faculty member apprised of his or her responsibilities, including but not limited to the following:
 - a. To follow the administrative policies, standards and practices of the Host University when in the Host University;
 - b. To report to the Host University on time and to follow all established regulations of the Host University;
 - c. To not publish any material related to the ALE that identifies or uses the name of GSU, the Board of Regents of the University System of Georgia, UNG or any of their respective members, clients, students, faculty or staff, directly or indirectly, unless prior written permission is received from GSU, the Board of Regents of the University System of Georgia, and UNG; however, the parties hereby grant to each other the right to publish administrative materials such as

catalogs, course syllabi, ALE reports, etc. that identify or use the names of the parties or their members or staff, directly or indirectly;

- d. To arrange for and be solely responsible for living accommodations while at the Host University;
 - e. To conform to established standards and practices while training at the Host University;
 - f. To provide the necessary and appropriate uniforms and supplies required where not provided by the Host University;
 - g. To wear a name tag that clearly identifies him/her as a student or faculty member;
 - h. To sign a written agreement obligating the student or faculty member to observe all rules and policies established by the Host University and, subject to the right to publish set forth in section D.6.d. of this Agreement, to refrain from publishing any material related to the ALE that identifies or uses of the name of the Board of Regents, the parties, directly or indirectly, without first obtaining written approval.
7. The Home University will require all student participants at the time of enrollment in an ALE, **if required** and as necessary and appropriate during the period of participation, to undergo a health examination, as will be necessary to determine that they are free from any infectious or contagious diseases, and are able to perform their activities in the ALE program in order to ensure that students do not pose a direct threat to the health or safety of others, which may include TB, PPD test or chest x-ray, hepatitis-B core antibody test, and Rubella, measles and mumps tests or documentation of immunization. At the option of the Host University, such health examinations may be performed by the Host University, at the sole expense of the student participants. Any medical or health care (emergency or otherwise) that may be received by a Home University student or faculty member at the Host University in the course of an ALE shall be at the sole expense of the individual recipient of such care; provided that nothing herein shall require the Host University to provide any such care. Any student or faculty participant who does not meet the health criteria established by the Host University will not be assigned to the Host University or allowed to continue to participate in an ALE at the Host University. The Host University has the right, at any time, to request health status reports on student and faculty participants, to the extent allowed by applicable law. Moreover, if the student and/or faculty member has an exposure to blood or body substances, if there is an injury to the student and/or faculty member or if there is an infectious disease outbreak, the Home University agrees, to the extent allowed by law, to send the student's and/or faculty member's health records within two (2) business days of the receipt of a written request by the Host University for such health records.

8. The Home University shall have the full responsibility for the conduct of any student or faculty disciplinary proceedings and shall conduct the same in accordance with all applicable statutes, rules, regulations and case law.
9. The Home University will assign faculty/staff representative(s) as liaison(s) between UNG and GSU.

E. MUTUAL RESPONSIBILITIES:

1. The parties will work together to maintain an environment of quality learning experiences for the Home University's student(s), while at the same time enhancing the resources available to the Host University for educating the students. At the request of either party, a meeting or conference will be held between the party's representatives to resolve any problems or develop any improvements in the operation of an ALE.
2. The term of this Agreement shall be for a period of three (3) years, commencing on **January 27, 2020** and ending on **January 26, 2023**. This Agreement 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 to the other party, but any students currently in an ALE may complete the ALE.
3. This relationship is intended solely for the mutual benefit of the parties hereto, and there is no intention, express or otherwise, to create any rights or interests for any party or person other than UNG and GSU. Without limiting the generality of the foregoing, no rights are intended to be created for any student, parent or guardian of any student, spouse, next of kin, employer or prospective employer of any student.
4. Neither party is an agent, employee or servant of the other. The Board of Regents, GSU, and UNG acknowledge and agree that student participants in any ALE are not employees of the Board of Regents, GSU, or UNG by reason of such participation, and that they assume no responsibilities as to the student participants that may be imposed upon an employer under any law, regulation or ordinance. The parties agree that student participants shall in no way hold themselves out as employees of the Board of Regents or either party to the agreement.
5. This Agreement shall be governed by and construed and applied in accordance with the laws of the State of Georgia.
6. This Agreement shall supersede any and all previously executed exchange agreements or memoranda of understanding between the parties related to nursing education ALEs for teaching practicums.

[Remainder of Page Intentionally Blank; Signature Page Follows]

AGREED TO BY:

Georgia State University

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

Georgia State University

University of North Georgia
82 College Circle
Dahlonega, GA 30597

Atlanta, GA 30302

Wendy Hensel

(Signature)
(Date)

(Date)

(Signature)

(Print name)

Wendy Hensel

(Print name)

(Title)

Provost + SVP for Academic Affairs

(Title)

Bonita Jacobs
President

Bonita C. Jacobs, Ph.D.

2-28-2020