MEMORANDUM OF UNDERSTANDING
Between
Coppin State University
And
Towson University Department of Nursing

Purpose:
The purpose of this Memorandum of Understanding (MOU) is to define the responsibilities of Towson University Department of Nursing (TUDON) and Coppin State University (CSU), collectively, the Parties, in the delivery of graduate nursing educational experiences.

Joint Rights and Obligations:
Each Party shall designate a liaison that shall be primarily responsible for the planning and exchange of information pursuant to this MOU. Neither Party shall discriminate against any employee or participant in the Program because of race, color, religion, gender, age, marital status, disability, or national origin. The Parties agree to adhere to all published College/University policies.

Towson University Liaison:
Kimberly Christopher, PhD, RN
Chairperson, Department of Nursing
Contact Person: Susan Mayes, Admin. Asst.
Department of Nursing
Towson University
8000 York Road
Linthicum Hall, Room 301
Towson, MD 21252
Email: smayes@towson.edu

Coppin State University Liaison:
Name: Marcella A. Copes, Ph.D., RN
Title: Dean and Professor
Contact Person: Keri Hickey, Admin. Asst.
Coppin State University
2500 W. North Avenue
Baltimore, MD 21216
Phone No.: (410) 951-6100
E-mail: mcopes@coppin.edu

Term:
The term of this MOU is from Fall Semester 2012 through Fall Semester 2014. It will remain in effect for the stated period and shall automatically renew each year unless either party requests a change or termination at which time written notice must be provided at least ninety (90) days prior to the beginning of the next academic year. All amendments and modifications to the MOU must be in writing, have a specified effective date, and be accepted by both of the Parties.

Responsibilities:
TUDON and CSU mutually agree to the following:

- The TUDON faculty and students will abide by existing policies, regulations, procedures, and standards of practices as provided by CSU.

- Information regarding licensure and mandatory orientation and education content for students and faculty will be provided upon request.

- TUDON will retain ultimate authority and responsibility for student education within the educational site(s).

- TUDON and CSU will mutually determine the number and level of students acceptable to each site.

- An orientation will be provided by the site.
• CSU assumes no financial responsibility for the care or treatment of students or faculty members under this MOU. Any illness or injury to faculty members not covered by Worker’s Compensation Law, or any illness or injury to a student requiring medical attention, is the responsibility of the respective faculty member or student.

• TUDON students and faculty will adhere to professional standards of confidentiality with regard to all patient/staff/student information obtained in the course of an assignment To CSU.

• CSU will ensure that licensure and certification for all CSU staff involved with assigned students is current.

• Professional liability insurance verification for the TUDON will be mailed under separate cover but received prior to the beginning of education experiences.

General Conditions:
This MOU shall be governed by, subject to, and construed according to the laws of the State of Maryland. Both Parties shall comply with all applicable federal, state, and local laws. No waiver, alteration, or modification of any provisions of this MOU shall be binding unless evidenced by written agreement signed by duly authorized representatives of the Parties. Any notice required or permitted under this MOU shall be in writing and hand delivered or mailed to the liaisons listed on page one. The MOU, together with all attachments, represents the entire and integrated agreement between the Parties and supersedes all prior and contemporaneous negotiations, representations, or agreements, whether written, electronic, oral, or by course of conduct.

Indemnification Clause:
Towson University will indemnify Coppin State University for claims, losses and damages against it as a result of the action of the University or its personnel in performance of this contract. Indemnification shall be contingent upon an appropriation by the Maryland General Assembly to the University specifically for the purpose contemplated in this paragraph at the time an event which may give rise the University’s obligation to indemnify or save harmless occurs, and to the extent that a tortious claim is involved, and the University’s obligations shall not be greater than the liability that might be determined under the Maryland Tort Claims, Section 12-101 et seq. of the State Government Article, Maryland Annotated Code (the “Act”), if the claim had been asserted against the University directly pursuant to the Act.
Social Security Administration
Ticket to Work Program
Partnership Plus Agreement
Between
The Maryland State Dept. of Education,
Division of Rehabilitation Services
And
Coppin State University
Rehabilitation Counseling Program

This agreement is established between: the Maryland State Department of Education, Division of Rehabilitation Services (DORS) and Coppin State University (CSU) Rehabilitation Counseling Program (RCP) acting as an Employment Network (EN) under contract with the Social Security Administration’s Ticket to Work Program (TTW). The TTW and Self-Sufficiency Program is an employment program for people with disabilities who are interested in going to work. The Ticket Program is part of the TTW and Work Incentives Improvement Act of 1999 – legislation designed to remove many of the barriers that previously influenced people’s decisions about going to work because of the concerns over losing health care coverage. The goal of the TTW Program is to increase opportunities and choices for Social Security disability beneficiaries to obtain employment, vocational rehabilitation (VR), and other support services from public and private providers, employers, and other organizations.

Term of Agreement

The term of this agreement is from May 1, 2011 to May 1, 2014 and may be renewed with the written consent of Maryland State Department of Education, Division of Rehabilitation Services and Coppin State University.

Purpose and Principles

The purpose of this agreement is to establish policies and procedures by which the parties will cooperate to assist individuals with disabilities who have received a Ticket to Work from the Social Security Administration (SSA) to prepare for, obtain and maintain appropriate employment. It is based upon the Amendments to the Ticket to Work and Self-Sufficiency Program, Final Rule (20 CFR Part 411) effective July 21, 2008; the Rehabilitation Act, as amended; and the federal Vocational Rehabilitation (VR) regulations.

The goals of this agreement are as follows:

- To ensure that persons with disabilities in Maryland, regardless of Ticket status or assignment, are afforded the opportunities, rights, and remedies to which they are entitled under Title I of the Rehabilitation Act, as amended.

- To strengthen the partnership between the parties and facilitate the provision of employment related services to persons with disabilities who have a Ticket to Work.

- To foster the goals of the Ticket legislation by expanding resources for vocational rehabilitation services that lead to employment outcomes and self-sufficiency for Ticket-holders.
• To establish a fair and equitable protocol to increase EN income from the Ticket program and reimbursement to the VR agency.

Roles and Responsibilities

DORS

DORS will provide services to Ticket-holders in accordance with Title 1 of the Rehabilitation Act of 1973 as amended, state regulations and DORS policy. When a Ticket-holder applies to DORS for assistance in becoming employed DORS staff will:

1. Review with the consumer principles of informed choice and ensure that all consumers know their options under the Ticket Program.

2. Determine eligibility for DORS services and prioritization for services based upon the Order of Selection in accordance with 34 CFR 361.36.

3. Develop an individualized plan for employment (IPE) with the Ticket-holder.

4. Report to Maximus (the program management company retained by the SSA TTW Program to oversee the daily operations of registered ENs) the Social Security numbers of Ticket-holders who have signed an Individual Plan of Employment (IPE) during the previous month. While receiving services from DORS as part of an IPE, an individual’s Ticket will be designated by Maximus/SSA as “In Use – VR”. The IPE is a document indicating the vocational goal(s) and service(s) to be provided to assist the DORS consumer with becoming gainfully employed.

5. Provide services to the Ticket-holder according to the agreed-upon IPE.

6. Close the Ticket-holder’s DORS case within 2 weeks of having achieved 90 days of successful employment.

7. Report to Maximus the Social Security numbers of Ticket-holders whose cases have been closed successfully during the previous month so that Ticket status can be changed from “In-Use-SVR” to “In-Use-Extended”. This will initiate the 90 day grace period for possible Ticket assignment and maintain CDR exemption.

8. When appropriate and with the Ticket-holder’s agreement, the DORS counselor may refer the individual to CSU, RCP/TTW at the time of DORS case closure.

9. When it has been determined that the individual has achieved 9 months of SGA wages, DORS will submit a claim to SSA for reimbursement of costs incurred in helping the Ticket-holder to prepare for and obtain employment.

ROLES AND RESPONSIBILITIES

CSU/RCP

1. Identify a staff person(s) to be the Ticket coordinator.

2. Obtain Ticket assignments for Ticket-holders who do not currently have an open case with DORS.

3. Submit documentation to Maximus which satisfies Ticket reporting and payment requirements.
4. Request Maximus to un-assign an individual’s Ticket from CSU, RCP/TTW when the Ticket-holder is being referred to DORS for services.

5. As appropriate, accept referrals from DORS for Ticket-holders whose cases have been closed successfully and who require additional assistance in order to obtain or maintain employment.

6. Review the principles of informed choice with the consumer and ensure that all consumers know their options and resources under the Ticket Program.

7. As appropriate, develop an individualized work plan (IWP) with the Ticket-holder and submit required documentation to Maximus.

8. Follow established procedures when referring a Ticket-holder to DORS for assistance in becoming employed.

**Joint Responsibilities**

1. DORS and CSU, RCP/TTW will work to ensure all joint consumers are informed of their rights and choices under the Ticket Program. This will include their option not to participate in the Ticket to Work program or assign their Ticket to other available employment networks.

2. DORS and CSU RCP/TTW will: a.) assist consumers to obtain information regarding the impact employment has on receipt of federal and state benefits and healthcare coverage and; b.) refer consumers to benefits counseling services when it is determined to be appropriate and the services are available.

**Payment**

- CSU, RCP/TTW may obtain a Ticket assignment and seek Ticket payments for Ticket-holders who: a.) are not DORS consumers and; b.) Ticket-holders referred by DORS after successful case closure for assistance to maintain employment.
- According to Ticket regulations, CSU, RCP/TTW will not be eligible for Phase 1 Milestone payments for Ticket-holders if DORS placed the Ticket-holder in employment prior to case closure.
- CSU, RCP/TTW will, however, be eligible to receive subsequent milestone and outcome payments through the Ticket program.
- DORS is not responsible for any payment to CSU, RCP/TTW for providing services under this agreement.

**Evaluation**

This agreement will be evaluated annually or as needed based on: changes in Social Security Administration law and regulation; or review of progress in outcomes and program income generated through the Ticket program. If either party decides not to renew this agreement or develop a new agreement, the parties will negotiate an agreement regarding the consumers whose Tickets were activated during the term of this agreement.
The parties will meet periodically during the term of this agreement to review progress and problem solve around issues or barriers that may emerge.

**Dispute Resolution**

Should either party in this agreement believe that the other is in violation of any of the provisions of this agreement the dispute shall be resolved informally between the Assistant State Superintendent in Rehabilitation Services and CSU Provost and Vice President of Academic Affairs. Should this informal dispute resolution process fail to resolve the issues in question, the matter shall be referred to Maximus, the Ticket Program Manager.

**Termination**

Either party can terminate this agreement for any reason by providing the other party thirty (30) days written notice of termination of the agreement. Upon notice of termination the parties will notify Maximus that the agreement will terminate.

All notice required to be given hereunder shall be in writing and shall be sent by first class mail, postage prepaid, addressed as follows:

If to CSU:  
**Dr. Janet Spry**  
Coordinator, Rehabilitation Counseling Program  
Coppin State University  
2500 West North Avenue  
Baltimore, Maryland 21216  
jspry@cupin.edu  
(410) 951-3514

If to DORS:  
**Ms. Suzanne R. Page**  
Assistant State Superintendent  
Rehabilitation Services  
MD Division of Rehabilitation Services  
2301 Argonne Drive  
Baltimore, MD 21218-1696  
space@dors.state.md.us  
(410) 554-9508

SIGNATURE PAGE TO FOLLOW
The Parties have caused this Agreement to be properly executed by their authorized officers as of the day and year first above written.

Mr. Ronald Collins  
Interim Provost/Vice President of Academic Affairs  
Coppin State University  
2500 West North Avenue  
Baltimore, Maryland 21216  

8/27/11  
Date

Ms. Suzanne R. Page  
Assistant State Superintendent Rehabilitation Services  
MD Division of Rehabilitation Services  
2301 Argonne Drive  
Baltimore, Maryland 21218-1696  

8/26/11  
Date

Beverly O’Bryant, Ph.D.  
Dean  
School of Professional Studies  
Coppin State University  
2500 West North Avenue  
Baltimore, Maryland 21216  

9/1/11  
Date
Agreement Between

Coppin State University

and

Greater New Hope Baptist Church Towers

This Agreement is entered into this 30th day of June, 2010 (the “Effective Date”) between Coppin State University, 2500 West North Avenue, Baltimore, Maryland 21216, a constituent institution within the University System of Maryland which is an agency of the State of Maryland (“Coppin” or the “University”) and Greater New Hope Baptist Church Towers, 2725 Walbrook Ave., Baltimore, MD 21216 a Maryland corporation (“Greater New Hope”), in order to collaborate in the provision of clinical educational experience Family Nurse Practitioner Program (“FNP Program”) at the Helene Fuld School of Nursing of Coppin State University (“School of Nursing”); and

WHEREAS, the School of Nursing is engaged in educating Coppin nursing students (“Nursing Students”) to become professional nurses, through a program that includes providing clinical experience to Nursing Students while under the supervision of nursing faculty who are employed by Coppin (“Nursing School Faculty”); and

WHEREAS, participation by Nursing Students in a clinical experience is one of the requirements necessary for Nursing Students to satisfy in order to qualify for a Bachelor of Science degree in Nursing at the University; and

WHEREAS, Nursing Student participation in a clinical experience at Greater New Hope benefits Greater New Hope by educating nurses for the community; and
WHEREAS, it is in the mutual interest of Coppin and Greater New Hope to work together to provide educational clinical experiences for Nursing Students;

NOW THEREFORE, for, and in consideration of the mutual promises contained herein and for good and valuable consideration, the receipt of which is hereby acknowledged, the parties mutually agree as follows:

1.0 Establishment of a Program for Providing Clinical Experience to Coppin Nursing Students

1.1 Coppin shall select and send Nursing Students together with Nursing School Faculty to Greater New Hope for the purpose of obtaining supervised clinical education and experience, (the “Greater New Hope Clinical Experience”).

1.2 The number of Nursing Students and the dates for the Greater New Hope Clinical Experience shall be determined by mutual agreement of Greater New Hope and Coppin, taking into consideration Greater New Hope’s available staff and space.

2.0 Responsibilities of Coppin State University

2.1 Coppin shall provide Greater New Hope with current information about its curriculum in the School of Nursing and educational goals of the School of Nursing.

2.2 After Coppin and Greater New Hope have agreed on the number of Nursing Students who will participate in a Greater New Hope Clinical Experience, Coppin shall submit in writing to Greater New Hope thirty (30) days prior to the commencement of each Greater New Hope Clinical Experience the dates the Nursing Students will visit Greater New Hope. With an executed written release from each applicable Nursing Student, Coppin shall forward to Greater New Hope the name, schedules, tuberculin survey status and verification of Rubella vaccine for each Nursing Student prior to the date the Nursing Student begins his/her Greater New Hope Clinical Experience. If a Nursing Student has tested positive for TB within twelve (12) months of the date the Nursing Student is to begin his/her Greater New Hope Clinical Experience, Coppin will request that the Nursing Student submit to Greater New Hope, prior to his or her participation in the Greater New Hope Clinical Experience, a copy of the Nursing Student’s evaluation and plan of care.

2.3 With an executed written release from the Nursing Student, Coppin shall forward to Greater New Hope the name, address, student ID number and tuberculin survey status of each Nursing Student not less than three (3) weeks prior to the date the Nursing Student begins his/her Greater New Hope Clinical Experience.

2.4 Coppin shall designate a Nursing School Faculty member (“ Academic Coordinator”) to work with the Clinical Coordinator (as defined below in Section 3.1) at Greater New Hope coordinating the Greater New Hope Clinical Experiences.
2.5 Coppin shall advise Nursing Students of their responsibility to conduct themselves at all times during the Greater New Hope Clinical Experience in accordance with Greater New Hope rules and regulations. However, Greater New Hope shall make such rules and regulations available as necessary to the Nursing Student and Nursing School Faculty and provide copies when requested.

2.6 Coppin shall advise Nursing Students that all information concerning Greater New Hope’s patients is confidential and shall not be released to any person. Coppin shall require that all Nursing Students and Nursing School Faculty participating in the Greater New Hope Clinical Experience (a) sign and deliver to Greater New Hope confidentiality agreements, (b) comply with the obligations stated therein, and (c) undergo training on Greater New Hope’s policies and procedures. However nothing in this agreement shall prohibit a Nursing School Faculty member or Nursing Student from discussing patient care issues in conjunction with clinical education during associated course lecture or Nursing student professional development, adhering to confidentiality of patient identifying information.

2.7 If any part of the Greater New Hope Clinical Experience requires patient contact, the Nursing Student will not initiate such patient contact until Coppin has submitted, with consent from the Nursing Student, proof of the Nursing Student’s HBV vaccination or declination forms and completion of blood borne pathogen safety training required under current regulations of the Occupational Safety and Health Administration.

2.8 During the term of this Agreement, the University shall procure and maintain professional liability insurance for its Nursing Students and Nursing School Faculty for claims and judgments arising out of their activities during their Greater New Hope Clinical Experience in the minimum amount of One Million Dollars ($1,000,000) per medical incident and Three Million Dollars ($3,000,000) in the annual aggregate. Greater New Hope expressly agrees and understands that the professional liability insurance for Nursing School Faculty is limited to coverage for “claims arising out of the supervision/instruction of the Nursing Student’s curriculum.” Certification of such insurance shall be provided to Greater New Hope by the University. The University shall provide Greater New Hope with prompt written notice of any expiration, cancellation or non-renewal of the above insurance coverage.

2.9 Coppin warrants that subject to the exclusions and limitations contained in Title 12, Subtitle 1 of the State Government Article of the Annotated Code of Maryland (“Maryland Tort Claims Act”) the immunity of the State and its units is waived as to a tort action, in a court of the State, to the extent of insurance coverage provided under Title 9 of the State Finance and Procurement Article of the Annotated Code of Maryland.

2.10 Coppin shall inform Nursing Students and Nursing School Faculty engaged in the Greater New Hope Clinical Experience of the following obligations:

a. Nursing Students are to wear the uniform of the School of Nursing when engaged in the Greater New Hope Clinical Experience;

b. Nursing Students and Nursing School Faculty shall maintain clean and presentable uniforms;
c. Nursing Students and Nursing School Faculty shall abide by the policies provided by Greater New Hope with regard to confidentiality of medical data concerning patients;

d. Nursing Students and Nursing School Faculty shall use any information gained from conferences or discussions for Nursing Student professional development about Greater New Hope’s patients only in maintaining or administering better patient care;

e. Nursing Students and Nursing School Faculty shall submit to Coppin a record of a recent health exam before participating in a Greater New Hope Clinical Experience;

f. Nursing Students and Nursing School Faculty shall submit valid CPR certificates to Greater New Hope upon request;

g. Nursing School Faculty shall hold a valid Maryland RN license at all times that the faculty member participates in a Greater New Hope Clinical Experience.

2.11 Except as otherwise provided by law, neither Coppin, University System of Maryland nor the State of Maryland shall be liable for any special, indirect, incidental, or consequential damages of any kind whatsoever (including without limitation, attorneys’ fees) in any way due to, resulting from, or arising in connection with the activities of Greater New Hope, its personnel, or agents, or in connection with information distributed by Greater New Hope, its personnel or agents. This disclaimer applies without limitation to claims arising from Greater New Hope’s activities under this Agreement, regardless of the form of action, whether in contract, tort (including negligence), strict liability, or otherwise; and regardless of whether such damages are foreseable.

2.12 If funds are not appropriated or otherwise made available such that Coppin determines it cannot continue to support the Agreement, Coppin shall have the right to terminate this Agreement. Coppin shall not in any event or circumstance be obligated to Greater New Hope for any costs Greater New Hope may have incurred as a result of termination of this Agreement pursuant to this Section 2.12.

2.13 Coppin, University System of Maryland, the State of Maryland, its officers, agents and employees shall not be liable for the criminal acts of Greater New Hope, its employees, officers, agents or invitees.

2.14 Nursing School Faculty shall supervise Nursing Students at all times while Nursing Students are delivering nursing care at Greater New Hope and shall be present at all times while Nursing Students are delivering care.

2.15 Coppin will inform Greater New Hope if Nursing School Faculty or Nursing Students will not be at Greater New Hope during the time originally planned.
3.0 Responsibilities of Greater New Hope

3.1 Greater New Hope shall designate a staff member ("Clinical Coordinator") who will be responsible for working with Coppin's Academic Coordinator in planning and implementing the Greater New Hope Clinical Experiences.

3.2 Greater New Hope shall allow Nursing Students to participate in patient centered care as a member of the Greater New Hope health team while under the supervision of Nursing School Faculty working with Greater New Hope personnel.

3.3 Greater New Hope shall allow Nursing Students and Nursing School Faculty to observe and participate in Greater New Hope conferences or discussions, which has as a stated goal, facilitating better patient care.

3.4 Greater New Hope shall provide time for the Clinical Coordinator to plan jointly with Nursing School Faculty the clinical assignments for participating Nursing Students.

3.5 Greater New Hope shall provide to Nursing Students and Nursing School Faculty, upon their consent, emergency treatment for injuries and/or illnesses incurred at Greater New Hope within Greater New Hope’s capabilities and will facilitate transfer to an emergency facility if needed and consented by Nursing Student or Nursing School Faculty with the understanding that any illness or injury requiring medical attention becomes the financial responsibility of the Nursing Student or Nursing School Faculty member.

3.6 If any Nursing Student is exposed to body fluids, as defined in Health-General Article, Annotated Code of Maryland, Section 18-334.1 (the "Section"), during a Greater New Hope Clinical Experience, Greater New Hope will allow the exposed Nursing Student, as a health care provider, to request patient testing under the conditions set forth in the Section. Greater New Hope will promptly notify the Dean of the School of Nursing of a body fluid exposure of any Nursing Student and will work with Coppin to provide follow-up information needed for the exposed Nursing Student's health care plan.

3.7 Greater New Hope shall provide space for Nursing Students and Nursing School Faculty to store books and other such materials on a day-to-day basis.

3.8 Greater New Hope shall, when requested by the Academic Coordinator, furnish, if available, to Nursing Students a conference room for course related activities such as post-conference discussions.

3.9 Greater New Hope shall make no reduction in its nursing staff based on the presence of Nursing School Faculty or Nursing Students or their participation in a Greater New Hope Clinical Experience.

3.10 To assure safety and continuity of care to patient involved in a Greater New Hope Clinical Experience:

a. Greater New Hope shall retain full and sole authority and responsibility for patient care; and
b. The professional staff of Greater New Hope shall intervene when necessary to protect the health and safety of a patient.

3.11 Greater New Hope shall have the right to (i) immediately exclude any Nursing Student from a Greater New Hope Clinical Experience and (ii) to direct the University to withdraw a Nursing Student from a Greater New Hope Clinical Experience when it deems that the performance or conduct of the Nursing Student is disruptive or detrimental to Greater New Hope or its patients. Removal or exclusion of any Nursing Student from a Greater New Hope Clinical Experience shall be immediately reported to the Dean of the School of Nursing. Greater New Hope shall cooperate in any investigation undertaken by the School of Nursing pursuant to the School of Nursing investigation and disciplinary procedures.

3.12 At all times during the term of this Agreement, Greater New Hope shall carry and maintain at its sole expense comprehensive general liability insurance, against any liability arising out of the acts or omissions of Greater New Hope, its officers, employees, agents and invitees to afford protection with limits for each occurrence of not less than One Million Dollars ($1,000,000.00) with respect to personal injury, death or property damage. The Company or companies writing any insurance which Greater New Hope is required to carry and maintain or cause to be carried or maintained pursuant to this Agreement shall be licensed to do business in the State of Maryland. Greater New Hope shall provide Coppin with prompt written notice of expiration, cancellation or non-renewal of the above insurance coverage.

3.13 Greater New Hope agrees that Greater New Hope shall not discriminate against any Nursing Student, Nursing School Faculty, participant or applicant for participation in a Greater New Hope Clinical Experience on the basis of race, color, creed, religion, national origin, marital status, age, sex, sexual orientation or handicap.

3.14 Greater New Hope agrees and understands that Nursing Students participating in the Greater New Hope Clinical Experience are not employees of Coppin, The University System of Maryland, or the State of Maryland. Neither Greater New Hope, Coppin nor the State of Maryland shall be responsible for providing any compensation and/or fringe benefits, the withholding of any income taxes, the payment of any FICA and/or unemployment taxes, the payment of any other benefits, or any other payroll matters as they relate to any actions performed by Nursing Students pursuant to this Agreement.

3.15 Greater New Hope hereby represents and warrants that Greater New Hope, its officers, agents, employees, and invitees shall comply with federal, State and local laws, regulations and ordinances applicable to its activities and obligations under this Agreement.

3.16 Greater New Hope shall procure, at its own expense, all licenses, permits, insurances and governmental approval, if any, necessary to carry out its activities and obligations under this Agreement.

3.17 Greater New Hope will provide personal protective equipment and instruction on the use of personal protective equipment and the use of universal precautions to Nursing Students. Such equipment and education will be provided when Greater New Hope reasonably anticipates that Nursing Students may have skin, eye, mucous membrane or parental contact.
with blood or other potentially infectious material. A Nursing Student will not be permitted to participate in a Greater New Hope Clinical Experience until she/he has received the instruction in personal protective equipment. Written verification of a Nursing Student's completion of the training will be maintained in Greater New Hope.

3.18 Except as otherwise provided by law, Greater New Hope shall not be liable for any special, indirect, incidental, or consequential damages of any kind whatsoever (including without limitation, attorneys' fees) in any way due to, resulting from, or arising in connection with the activities of Coppin, University System of Maryland or the State of Maryland, their personnel, or agents, or in connection with information distributed by Coppin, University System of Maryland or the State of Maryland, or their personnel or agents. This disclaimer applies without limitation to claims arising from either Coppin, University System of Maryland or the State of Maryland, or their activities under this Agreement, regardless of the form of action, whether in contract, tort (including negligence), strict liability, or otherwise; and regardless of whether such damages are foreseeable.

3.19 Greater New Hope, its officers, agents and employees shall not be liable for the criminal acts of Coppin, University System of Maryland or the State of Maryland, or their employees, officers, agents or invitees.

4.0 Term

4.1 The initial term of this Agreement shall commence on the date first above written and it shall remain in effect for a period of two (2) years, ending on the second anniversary of the Effective Date. Thereafter, the Agreement shall renew automatically on a year to year basis for no more than three (3) years, unless either party provides timely written notice of non-renewal.

4.2 This Agreement may be terminated by either party upon no less than sixty (60) days' prior written notice. Any such termination shall not affect those Nursing Students in a Greater New Hope Clinical Experience, provided, however, the applicable terms of this Agreement shall survive until completion of such Greater New Hope Clinical Experience.

5.0 General Provisions

5.1 This Agreement shall be governed and construed in accordance with the laws of the State of Maryland and shall be made in the State of Maryland. Any action in connection with this Agreement shall be brought only in the courts of the State of Maryland or in the Federal District Court for the District of Maryland, after all applicable administrative remedies have been exhausted.

5.2 This Agreement contains the entire agreement between the parties and there are no promises, agreements, conditions, undertakings, warranties or representations, oral or written, expressed or implied between them other than as herein set forth. This Agreement is intended by the parties to be an integration of all prior or contemporaneous promises, agreements, conditions and undertakings between them. This Agreement shall not create any rights, including without limitations third party beneficiary rights, in any student or other person not a party to this Agreement.
5.3 Nothing contained in this Agreement shall be deemed or construed by the parties hereto, or by any third party, as creating a relationship between Coppin, the State of Maryland or the University System of Maryland and School of Nursing as principal and agent.

5.4 If any term or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law governing this Agreement, the validity of the remaining portions shall not be affected thereby.

5.5 This Agreement may not be assigned, modified or altered in whole or in part, without the prior written consent of both parties.

5.6 This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

5.7 All notices required to be given hereunder shall be in writing and shall be sent by first class mail, postage, prepaid, addressed as follows:

<table>
<thead>
<tr>
<th>If to the University:</th>
<th>If to Greater New Hope Baptist Church Towers:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Marcella A. Copes, Ph.D.; R.N.</td>
<td></td>
</tr>
<tr>
<td>Dean, School of Nursing</td>
<td></td>
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<tr>
<td>Coppin State University</td>
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</tr>
<tr>
<td>2500 West North Avenue</td>
<td></td>
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<tr>
<td>Baltimore, MD 21216</td>
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<tr>
<td>Audrey Smith</td>
<td></td>
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<tr>
<td>Valerie Sampson</td>
<td></td>
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<tr>
<td>Coordinator of Social Service</td>
<td></td>
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<tr>
<td>Greater New Hope Baptist Church Towers</td>
<td></td>
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<tr>
<td>2725 Walbrook Ave.</td>
<td></td>
</tr>
<tr>
<td>Baltimore, MD 21216</td>
<td></td>
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</tbody>
</table>

5.8 The undersigned persons represent and warrant to all parties that they have full right, power and authority to execute this Agreement on behalf of the party identified below.

5.9 Nothing contained in this Agreement shall (a) be construed as constituting a joint venture or partnership between Greater New Hope and Coppin, or (b) create, or be deemed to create, an employment or agency relationship between Greater New Hope, on the one hand, and Coppin, Nursing School Faculty or Nursing Students, on the other.

SIGNATURE PAGE FOLLOWS
IN WITNESS WHEREOF, the parties have caused this Agreement to be properly executed by their duly authorized officers, as of the day and year first above written.

Greater New Hope Baptist Church Towers

By: [Signature]

Print Name: Wayne N. Fox

Realty Management Associates, Inc.
as agent for Greater New Tower Church Tower, Inc.

Title: [Title]

Date: September 30, 2010

Coppin State University

[Signature]

Print Name: Reginald S. Avery, Ph.D.

Title: President

Date: 9-10-10

[Signature]

Print Name: Cynthia J. Hammond, Ed.D.

Title: Provost and Vice President for Academic Affairs

Date: 9-10-10

[Signature]

Print Name: Marcella A. Copes, Ph.D., R.N.

Title: Dean, School of Nursing

Date: 8/20/10
MEMORANDUM

TO: Dr. Sadie Gregory
    Provost/Vice President of Academic Affairs

FROM: Dr. Susan Arisman
      Interim Dean, School of Education

RE: MOU between Coppin State University and the Prince George’s County
    Public Schools

DATE: September 5, 2008

Attached are copies of the MOU between Coppin State University and the Prince George’s County Public Schools. The MOU has been approved by legal counsel. I am forwarding the MOU to you for review and for the President’s signature.

SA/aps

attachment
August 15, 2008

MEMORANDUM VIA EMAIL

TO:     Dr. Bruce Katz

FROM:  Gail Viens, Esquire
        Deputy General Counsel

RE:     Memorandum of Understanding between Coppin State University and the Prince George's County Public Schools (08-037-CSU)

The Office of General Counsel has received and reviewed the proposed Agreement between Coppin State University and the Prince George's County Public Schools regarding the coursework for teachers pursuing standard or advanced certification. The agreement is approved for legal sufficiency.

I trust that you or members of your staff have reviewed the Agreement and confirmed that substantive services promised under the Agreement are sufficient to meet the school system's needs and that there are sufficient funds in your budget to support this initiative. If you require further review or comment by this office, please do not hesitate to contact me.

cc:     Roger Thomas, Esq
MEMORANDUM OF UNDERSTANDING
Between
COPPIN STATE UNIVERSITY
And
PRINCE GEORGE'S COUNTY PUBLIC SCHOOLS

Introduction
This document creates a Memorandum of Understanding (MOU and/or Agreement) between the Prince George's County Public Schools (PGCPS) and the School of Education at Coppin State University (University). The purpose of this MOU is to establish a framework for PGCPS and the University to work collaboratively in designing and offering required coursework for teachers pursuing standard or advanced certification and graduate degrees. The coursework provided shall reflect best practices and provide models of research-based effective teaching and learning to assist PGCPS in training and retention of “highly qualified” professionals. This Agreement will also provide Coppin State University a source of professionals from PGCPS seeking certification coursework and graduate degrees.

The cooperative program established by this MOU will be governed by all policies and procedures of the Board of Education of Prince George's County Public School, PGCPS and the University System of Maryland Board of Regents of Coppin State University, as well as applicable state and federal laws.

Responsibilities:
The responsibilities of PGCPS under this MOU are as follows:

- Recruitment of an applicant pool of teacher candidates, via on-line registration, published brochures and flyers and other means as determined by PGCPS. PGCPS shall be solely responsible for recruitment activities for the program.
- Advisement and course counseling to candidates and participants.
- Collaboration with the University to remove participants who are no longer employed with PGCPS due to termination or resignation.
- Collaboration with the University in designing and implementing an ongoing evaluation and assessment system appropriate to the goals of this MOU.

The responsibilities of the University are as follows:

- Provision of instructors, coordinating teachers and administrators sufficient to provide the coursework required to obtain standard or advanced teacher certification, as appropriate.
- Reduction of the University's normal tuition, by accepting from PGCPS the agreed upon reimbursement amount of $600.00 per participant, for each
three credit course. In the event that the cost of a course is less than $600.00, PGCPS shall pay the lower rate. The total amount of the program is not to exceed $55,000.

- Selection of candidates who meet entrance guidelines established by the University. Final decisions regarding candidate participation however shall be made by PGCPS as long as they meet University guidelines.
- Provision of courses sufficient to satisfy the requirements needed for standard and/or advanced professional certification by the Maryland State Department of Education.
- Establishment of Cohorts to monitor, advise and mentor candidates/participants in the program(s).
- Regular evaluation and grading of all participants.
- Providing PGCPS with a list of teachers who are registered for each certification course under the terms of this Agreement.
- Providing PGCPS with an invoice in the amount of $600.00 per three credit course, for each teacher/participant who has submitted a Letter of Billing Authorization from PGCPS. Invoices shall be issued in a timely manner.
- Development of a mechanism for collecting directly from an authorized participant any tuition or fees in excess of $600.00 per course (it is understood that the university may charge each participant an additional amount per credit hour). The parties agree that PGCPS shall have no financial responsibility for tuition or other expenses except as specifically set forth in this Agreement.
- Collaboration with PGCPS in designing and implementing an ongoing evaluation and assessment system appropriate to the goals of the partnership.

Resource Sharing/Funding
To the greatest extent possible, PGCPS and the University shall share in the support and sustainability of the programs established by this MOU. All existing regulations governing the expenditures of funds for either institution must be followed in the operation of this MOU. Additional resources not specifically identified in this MOU may be made available only with the written consent of the PGCPS or the University, as applicable. Each institution will provide the following resources under this MOU.

The Contributions of Prince George’s County Public Schools
- Payment of $600.00 per three-credit course required for standard or advanced professional certification for participants who have submitted Letter of Billing Authorization.
- Guidance and counseling of course participants.
- Coordination of Registration.
- Providing classroom space and necessary instruction equipment.
The Contributions of the University

- Reduction of standard tuition fee, by offering certification courses in accordance with the agreed upon payment structure outlined herein.
- Registration, enrollment, billing and grading for each participant.
- Reimbursement to PGCPS of tuition payments for any student removed from a course by the University after the course has begun.

Program Evaluation

PGCPS and the University shall regularly monitor the participation and success rate of the participants enrolled in the certification programs identified herein. The University will provide regular feedback to PGCPS concerning each participant’s progress in specific courses and towards attainment of the coursework required for standard or advanced certification, as applicable. The following data will be collected by the University and provided to PGCPS:

- A list of all participants enrolled in each course.
- Grade submission for each participant.

This information/data shall be provided to PGCPS at the end of each semester.

Governance

The University and PGCPS shall establish an Advisory Board to offer advice regarding program oversight, creation and revision of policies and procedures, development of action plans, data collection, monitoring and evaluation of the effectiveness of the certification programs outlined herein. The University and PGCPS shall identify no fewer than two, nor more than four, representatives, including at least one instructional staff member, from each institution who will participate on the Advisory Board. The Advisory Board shall convene at least two times per year. The first meeting shall be held no later than ninety days after the execution of this MOU.

Indemnification

A) The Board of Education of Prince George’s County is, in accordance with the Maryland Annotated Code, Education Article, Section 4-105, self-insured for comprehensive liability on all matters up to the statutory sum of $100,000.00 per occurrence. The Board shall indemnify and hold harmless, up to the amount of its statutory limits, the University, its officers, employees and agents from and against any and all claims, damages, judgments, actions and causes of action, including but not limited to the costs, expenses and suits, arising by reason of the negligent acts or omissions of the Board, its officers or employees. The University agrees to give the Board of Education and Prince George’s County Public Schools written notice of all such claims, damages, judgments, actions costs, expenses and legal fees within 30 days after the University has notice thereof.
B) Coppin State University, to the extent set forth in the Maryland Tort Claims Act, will indemnify and hold the Prince George's County School System and the Board of Education of Prince George's County, their officers, employees, and agents (PGCPS) harmless from any and all losses, claims, liabilities, damages, costs and expenses (including reasonable attorney's fees) which arise by reason of the negligent acts or omissions of the University, its officers or employees in connection with this Agreement or by any breach or default in the performance of the obligations of the College hereunder. The obligation of the University pursuant to this subsection is contingent upon the existence of an appropriation to the University by the State Legislature expressly for the purpose of satisfying this clause in particular or clauses of this type at the time that the acts or omissions giving rise to the University obligations occur. If the University has no such appropriation at the time such acts or omissions occur, it will seek an appropriation to satisfy the claims pursuant to this subsection, but its obligations to pay PGCPS will be subject to the receipt of such an appropriation.

Term of Agreement
The term of this Agreement shall be for a period of one year, from July 1, 2008 through June 30, 2009. This MOU may be renewed annually by written agreement of the parties.

Termination:
This Agreement may be terminated prior to its expiration date upon the occurrence of any of the following events:

1) By mutual agreement of the parties.
2) By either party upon the other party's breach of any of the terms and conditions of this Agreement, and the breaching party's failure to cure such default to the satisfaction of the other party within seventy-two (72) hours from the time that notice of the default is given.
3) By either party no less than 30 days after providing the other party with written notice of the intent to terminate.
4) Loss of Funding and Commitment of Current Revenue- The Board shall have the continuing right to terminate this MOU at any time, without incurring any liability to the University as a result of such termination, including any termination charge, in the event the Board determines there is a loss of funding or insufficient funds in any fiscal year or special revenue fund to support the program or meet its obligations under this Agreement. If the Board terminates this Agreement pursuant to this paragraph, the University shall be paid for amounts invoices and service performed to the date of termination, but shall not be entitled to any early termination charges.

Students enrolled in a course at the time of termination shall be permitted to complete the course under the terms and conditions set forth in this Agreement.
A student may elect to take additional coursework provided by the University at his or her sole expense after the Agreement is terminated.

**Nondiscrimination**
The University and PGCPS agree to make no distinction among the participant, students or employees who are covered by the Agreement on the basis of age, sex, sexual orientation, race, color, religious belief, national origin, marital status, status as a qualified individual with a disability or handicap or as a disabled veteran.

**Amendments**
This Memorandum of Understanding may not be amended except upon mutual written agreement signed by both parties.

**Governing Law**
This Memorandum of Understanding shall be governed by, and construed in accordance with the laws of the State of Maryland.
IN WITNESS WHEREOF THE PARTIES HAVE SIGNED AND SEALED THIS AGREEMENT AS OF THE DATE WRITTEN BELOW:

Prince George's County Public Schools

John Deasy, Ph.D.
Superintendent
Prince George's County Public Schools

Donna E. Muncey, Ph.D.
Chief Accountability Officer

8-27-08

Coppin State University

Reginald S. Avery, Ph.D.
President
Coppin State University

Susan Aisman, Ph.D.
Dean, School of Education

9-4-08

Date

Date
AGREEMENT

BETWEEN

COPPIN STATE UNIVERSITY
DEPARTMENT OF HEALTH, PHYSICAL EDUCATION, RECREATION AND DANCE

AND

MENTORING ACADEMICS ATHLETICS PARTNERSHIP PROJECT

This Agreement is made between the Department of Health, Physical Education, Recreation and Dance (HPERD) at Coppin State University, 2500 West North Avenue, Baltimore, Maryland 21216, a constituent institution within the University System of Maryland which is an agency of the State of Maryland ("Coppin") and Mentoring Academic Athletics Partnership (MAAP) a summer day camp headquarters at 6400 Baltimore National Pike, Baltimore, Maryland 21228,

WHEREAS, Coppin requires its students in the Sports Management Program and related fields to participate in observational, practicum and internship experiences in physical education.

WHEREAS, Coppin has the facilities and programs and qualified personnel to offer instruction and supervision in physical education.

WHEREAS, MAAP desires to use Coppin's facilities and instruction services for the physical education of students and to participate in a physical education leadership program (the "Program") that is educational and fun.

WHEREAS, Coppin's Sports Management students (paraprofessionals) will have an opportunity to complete their practicum experiences by participating in the Program and MAAP students will have the opportunity to learn physical education and recreation skills in an environment conducive to learning.

NOW THEREFORE, in consideration of the mutual promises and conditions in this Agreement and for good and valuable consideration, Coppin and the MAAP agree to the following:

1. **Obligations of Coppin**

   1.1 As part of the physical education classes, Coppin will provide MAAP students with exposure to a variety of individual and team sports, using the appropriate facilities and equipment at Coppin.

   1.2 Coppin will provide its internship/practicum students with suitable teaching experiences in the Program consistent with Coppin’s goals and objectives enrolled in majoring in the Sports Management Program (SPMT).
Coppin will provide faculty supervision for the SPMT students and shall be responsible for their activities and services provided under this Agreement.

1.3 Coppin shall retain responsibility for the provision of the services described in this Agreement.

1.4 Coppin will intervene in any manner necessary as the circumstances dictate to protect its students or the MAAP students who are participating in this program.

2. **Obligations of MAAP**

2.1 MAAP will provide at least one adult for each class session to supervise its students in the Program. **MAAP will make the selection.**

*2.2 Each person engaged by MAAP to supervise or otherwise work with the MAAP students in the Program shall be subject to a criminal background check. MAAP is solely responsible for the cost of said criminal background checks. MAAP agrees to provide Coppin with certification that MAAP person is qualified to work with or otherwise participate in the Program. **MAAP will provide a roster of employees who have passed the criminal background check and are assigned to supervise MAAP students/participants, and that roster will be provided for Coppin.**

2.3 MAAP will limit the number of students participating in each session to a ratio of one (1) instructor to twenty-five (25) students.

2.4 MAAP will provide Coppin with the camp schedule and calendar of events **before the start of the Camp on June 30, 2008.**

2.5 MAAP will provide Coppin with an evaluation at the end of the term of this Agreement of Coppin’s performance in providing facilities and resources.

2.6 MAAP will provide Coppin with the following information and documentation before the first scheduled class or activity:

- **Exhibit A–**Time schedule for implementing program including a numerical breakdown of the student population per class
- **Exhibit B–**Student roster
- **Exhibit C–**List of students with medical restrictions **and a description of the restriction.**
- **Exhibit D–**Copy of consent to participate for each MAAP student in the Program
- *Exhibit E– Copy of criminal background checks should be kept by MAAP and only provided to Coppin State University if requested.*
2.7 MAAP shall allow Coppin SPMT students to participate in the Program under the supervision of designated Coppin faculty.

3. Joint Responsibilities of MAAP and Coppin State University.

3.1 MAAP and Coppin shall work to establish and implement procedures, protocols and standards to be placed in writing to evaluate quality of program.

3.2 Except as necessary in the performance of this Agreement or as authorized in writing by Coppin or MAAP, or as required by law, neither Coppin nor MAAP shall disclose to any person, institution, entity, company or any other party, any information about students in the Program.

3.3 Complaints about MAAP employees or SPMT students of Coppin shall be submitted in writing to be addressed promptly by Dr. Edna Simmons, Chair of the Department of Health, Physical Education, Recreation and Dance and Mr. Ray Sydnor, Director of the MAAP.

3.4 Except as provided in paragraph 6.1, all other notices and communications shall be to the individuals designated below:

To Coppin
Dr. Edna D. Simmons
Department of Health, Physical Education, Recreation and Dance
Coppin State University
2500 West North Avenue
Baltimore, Maryland 21216

To MAAP
Mr. Ray Sydnor
6400 Baltimore National Pike
Baltimore, Maryland 21228

3.5 MAAP and Coppin State University will provide for supervision of MAAP students using the locker rooms.

4. Term.

The Agreement shall begin on June 30, 2008 and end August 1, 2008. Thereafter the Agreement may be renewed upon the written agreement of both parties. Classes and other activities of the Program, however, shall be in effect only when Coppin is open during the summer of the year.
5. **Termination.**

In the event Coppin or MAAP desires to terminate this Agreement, either party will give a sixty (60) day written notice of termination to the other party.

6. **Compensation**

6.1 MAAP will compensate Coppin under this Agreement the total amount of three thousand dollars ($3,000.00) to be paid as follows:

- By July 1, 2003 MAAP will pay One thousand five hundred ($1,500.00) to the Dept of HPERD;
- By the August 1, 2008 MAAP will pay One thousand five hundred ($1,500.00) to the Dept. of HPERD;
- Payments are to be made directly to the Dept of HPERD.

6.2 In the event that any MAAP student in the Program at Coppin requires additional assistance or services for medical or other reasons in order to fully participate in the Program, the cost of and compensation for such additional assistance or services shall be the sole responsibility of MAAP.

7. **Insurance**

7.1 MAAP shall maintain in full force and effect and be covered at all times throughout the term of this Agreement by a comprehensive general liability insurance, which also includes broad form endorsement coverage including personal injury coverage, written on an occurrence basis with respect to the Program operated at Coppin and which covers any acts and omissions in providing or arranging for activities that are the subject of this Agreement, including those activities carried out by Coppin’s faculty and students under this Agreement. The policy shall have limits of not less than One Million Dollars ($1,000,000.00) per occurrence and not less than Three Million Dollars ($3,000,000.00 in the aggregate for all occurrences. Such liability insurance shall, in addition, extend, to any liability of Coppin out of the indemnities provided in Paragraph 7 “Indemnification” of this Agreement.

7.2 On or before the date of this Agreement, MAAP shall deposit with Coppin copies of policies of insurance required by the provisions of this paragraph or certificates thereof satisfactory in form and substance to Coppin, together with satisfactory evidence of the payment of the required premium or premiums thereof. All policies of insurance required to be carried by this paragraph hereof shall provide that the policy shall not be subject to cancellation, termination, or change except after fifteen (15) days’ prior written notice to Coppin, and all such policies shall name Coppin as an additional insured as its interest may appear. If for any reason, MAAP fails to provide and keep in force any or all of the insurance policies set forth in this paragraph, then in such event
MAAP shall indemnify and hold Coppin harmless against any and all claim, actions, damages, liability, and expense (including, but not limited to, attorney's fees) which would have been covered by such insurance relevant or valid claim of loss.

7.3 If the facilities or other resources used in the Program at Coppin are damaged as a result of MAAP, its students, employees, agents or invitees negligence, Coppin will repair and/or replace damaged or lost property as required to restore it to its condition before the damage or loss, and will invoice MAAP for the cost, due and payable upon receipt. MAAP is deemed to have accepted the facilities to be used for the Program and other Coppin resources used in the Program in the condition existing as of the date of this Agreement, excepting latent, undisclosed defects of which Coppin had knowledge.

8. Indemnification

8.1 MAAP shall indemnify, hold harmless and, upon request, defend Coppin, University System of Maryland and the State of Maryland or their respective officers, employees, agents, invitees, and representatives from and against any and all costs (including reasonable attorney's fees and cost of suit), liability, injury, damages, suits, actions, and causes of action arising out of MAAP's performance or failure to perform its obligations under this Agreement. CSU will also indemnify upon request, defend MAAP or their respective officers, employees, agents, invitees, and representatives from and against any and all costs (including reasonable attorney's fees and cost of suit), liability, injury, damages, suits, actions, and causes of action arising out of CSU's performance or failure to perform its obligations under this Agreement.

8.2 Neither MAAP or Coppin shall have liability for breach of contract or delay in performance of its contractual responsibilities if either is unable to perform required services under this Agreement as the result of performance becoming impossible due to governmental regulation or order, or due to circumstances beyond the reasonable control of the party, including without limitation, acts of God, fire, flood, accident, labor strike, war or civil disobedience, inability to obtain supplies, or interruption of utility services, where such circumstances make it impossible to perform or to perform in a timely manner. Both parties will be granted one business day to terminate contract.

8.3 Coppin warrants that subject to the exclusions and limitations contained in Title 12, Subtitle 1 of the State Government Article of the Annotated Code of Maryland ("Maryland Tort Claims Act") the immunity of the State and its units is waived as to a tort action, in a court of the State, to the extent of insurance coverage provided under Title 9 of the State Finance and Procurement Article of the Annotated Code of Maryland. The Maryland Tort Claims Act
provides that the State is liable for the negligent or wrongful acts or omissions of State personnel during the scope of their employment. The term "State Personnel" includes Physical Education Faculty members at Coppin State University.


9.1 The Parties shall comply with all federal, state, and local laws, ordinances, rules and regulations which are applicable to the program.

9.2 Each Party agrees that it shall not unlawfully discriminate on the basis of race, religion, age, ancestry or national origin, sex, sexual orientation, physical or mental disability, marital status or veteran's status with respect to employment under this Agreement.

9.3 All written materials advertising or referring to Coppin's services must be reviewed and approved in writing by Coppin before distribution.

9.4 MAAP may use only the facilities set forth in this Agreement. Under no condition shall any unauthorized person undertake repair, service or alteration of any facility or item of Coppin's property without the prior written consent of Coppin which may be withheld in Coppin's sole and absolute discretion.

9.5 MAAP and its students, staff and invitees are required to comply with Coppin's rules and regulations when using its facilities and among other things, they are prohibited from smoking in public buildings, possession of illegal substances, cooking or serving food, except with the permission of Coppin, possession of animals, except when required to assist disabled persons, tampering with fire system or fire safety equipment, possession of any weapon or facsimile, fireworks, or other flammable materials, disruptive, destructive or dangerous behavior, possession or consumption of alcohol in public areas, or possession or consumption of alcohol by persons under the age of twenty-one.

10. Relationship of the Parties.

10.1 Nothing contained in this Agreement shall be deemed or construed by the parties hereto, or by any third party, as creating a partnership relationship between Coppin, the State of Maryland or the University System of Maryland and MAAP as principal and agent. It is expressly understood and agreed that this Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partner, joint venture or association between MAAP and any of their staff, and Coppin and that MAAP is an independent contractor, and that any assistance or services by Coppin's faculty or staff shall not establish or constitute any employment relationship between Coppin's faculty and staff and MAAP and that neither MAAP nor any of its employees or agents or the
employees or agents is an employee of the University.

10.2 Coppin and MAAP recognize and agree that the University has no obligation to pay any judgment or the settlement of any claims against MAAP or its employees, agents or subcontractors as a result of or relating to the obligations under this Agreement.


The Agreement shall be governed and construed in accordance with the laws of the State of Maryland and shall be made in the State of Maryland.

12. Signatories.

The undersigned persons represent and warrant to all parties that they have full right, power and authority, to execute this Agreement on behalf of the party identified below.

MENTORING ACADEMIC ATHLETIC PARTNERSHIP/COPPIN STATE UNIVERSITY

By: [Signature]
Mr. Ray Sydnor, Director, MAAP

By: [Signature]
Edna D. Simmons, Chr. Dept. HPERD
You forwarded this message on 5/16/2008 2:00 PM.

Gregory, Sadie

From: Elizabeth Bechtold [ebechtold@oag.state.md.us]  
To: Gregory, Sadie  
Cc:  
Subject: Re: FW: MAAP Agreement  
Attachments:  

Sent: Fri 5/16/2008 1:53 PM

Dr. Gregory:

Thank you for providing the draft agreement for review. Comments, questions, concerns and necessary edits follow:

1. Is Mentoring Academic Athletics Partnership (MAAP) a private company, a non-profit organization? Suggest adding that into the first paragraph. Compare with description of Coppin “...a constituent institution within the University System of Maryland which is an agency of the State of Maryland ...”

2. Section 1.2

   A. Question: Section 1.2: Is the "Sports Management Program" the same as "students majoring in Sports Management" as described in the recitals. (First recital WHEREAS, Coppin requires its students majoring in Sport Management ...”) Suggest uniform descriptions be used.

   B. What is the purpose of including the number of practicum students "(3-8 students)"? The clause is describing the obligation, so if the number to be provided is a requirement, then that should be made clear in this section, if that is not being required, then remove the number of students from this clause.

   C. Because the word appropriate is not a defined term it raises potential liabilities if there is ever a problem. Please remove this word unless the criteria for "appropriate faculty" is clarified, as well as who determines who is "appropriate faculty."

   D. Revise Section 1.2 as follows:

   "Coppin will provide its internship/practicum students with suitable teaching experiences in the Program consistent with Coppin’s goals and objectives for its students enrolled in majoring in Sports Management Program (SPMT). Coppin will provide faculty supervision for the SPMT Students and shall be responsible for their activities provide under this Agreement."

3. Section 2.1 Question about the adult provided by MAAP. Is this person employed by MAAP, is this person a volunteer? This person should be selected by MAAP to alleviate potential liability issues.

4. Section 2.2. Suggest adding in that MAAP will provide a roster of MAAP employees who have passed the criminal background check and are
Direct Dial (410) 576-7650  
Fax (410) 576-6437  

Notice: The information contained in this email may be confidential and/or legally privileged. It has been sent for the sole use of the intended recipient(s). If the reader of this message is not an intended recipient, you are hereby notified that any unauthorized review, use, disclosure, dissemination, distribution, or copying of this communication, or any of its contents, is strictly prohibited. If you have received this communication in error, please contact the sender by reply email and destroy all copies of the original message.

>>> "Gregory, Sadie" <SrGregory@coppin.edu> 05/14/08 10:36 AM >>>  
Hi Elizabeth,

Please review the attached "draft" agreement when you get a chance.

Thanks.

From: Simmons, Edna  
Sent: Wed 5/14/2008 9:40 AM  
To: Gregory, Sadie  
Subject: MAAP Agreement

Good morning Dr. Gregory:

Mr. Batten and I worked with Mr. Sydnor of MAAP on this agreement. Mr. Sydnor's lawyer has reviewed the document for signature. I would like to advance the document to the OAG before signing.

Edna D. Simmons, Ed. D., Chairperson  
Department of HPERD  
Coppin State University  
410.951.3384  
esimmons@coppin.edu
Coppin State University/Montgomery County Public Schools
Early College Access Collaboration

Goal
To establish and affirm a collaborative relationship with Coppin State University (CSU) and Montgomery County Public Schools (MCPS) Academy of Health Professions; Justice, Law, and Society; and Business Administration, Management and Marketing Career Pathway Programs.

Background
The expectations for educational excellence in Montgomery County require expansive pathways to postsecondary education. It is the goal of these K–16 collaborations to ensure that all students in MCPS see college as attainable: have opportunities to interact with college faculty, staff, and students; and have opportunity to enroll in credit-bearing college courses while still in high school. Allowing high school students to experience the challenge of college-level courses is a critical component in the comprehensive effort to prepare students for postsecondary study and work.

MCPS is committed to innovative reform initiatives designed to raise the level of student achievement and overall academic performance. MCPS high school reforms include the development and implementation of smaller learning communities through innovative theme-based programs, career academies, and career pathway programs. The career academies and career pathway programs incorporate rigorous, authentic senior capstone experiences which consist of an internship or research-based project, and/or opportunities for enrollment in college-level credit-bearing courses. Four high schools in MCPS have implemented or are planning sports themed academy programs. MCPS seeks to work collaboratively with CSU Sports Management and Medicine Programs to provide a dual enrollment capstone experience that aligns with the goal of the sports themed academy programs.

Current CSU School of Education Sports Management and Medicine Program related to the sports themed academies are—

- Sports Medicine,
- Sports Management,
- Sports Journalism, and
- Sports Marketing.

Program Summary
Students will have the option of dual enrolling in a CSU School of Education Sports Management and Medicine program to complete their chosen career pathway program. Students are responsible to pay for tuition and books associated with the program. Students in need of financial assistance are eligible to seek support through the CSU Office of Financial Aid.

Students will have to meet all entrance requirements for CSU in order to dually enroll in the Sports Management and Medicine program.
MCPS students and staff can benefit from this partnership, which provides the following:

- A capstone option for Maryland State Department of Education (MSDE)-approved career pathway programs that meets the requirements for high school graduation.
- A seamless transition for MCPS students to postsecondary education.
- CSU courses offered at the MCPS high school campuses.
- CSU courses offered online for MCPS students.
- CSU courses offered on campus during the summer.
- Academic summer camps focused on college awareness and access.
- Opportunities for high school faculty to meet with higher education faculty for joint professional development and ongoing dialog.

CSU students, faculty, and staff can benefit from this partnership which provides the following:

- Opportunities for faculty to work with high school faculty to help ensure fully prepared candidates for CSU programs.
- Opportunities for CSU students to put learned theory into practice with MCPS high school students.
- Opportunities for faculty and staff to participate in joint professional development and ongoing dialog.

Need for Project
This partnership will address the need to provide sufficient program completion options for students in the Academy of Health Professions; Justice, Law, and Society; and the Business Administration, Management and Marketing MSDE Career Pathway Programs. Students have the option of completing these programs by participating in an internship, guided research project, or postsecondary level course work. This partnership will provide college courses for students who choose to complete their pathway program with a postsecondary experience.

This partnership will be available to all MCPS high schools offering the following MSDE approved career pathway programs:

- Academy of Health Professions
- Justice, Law, and Society
- Business Administration, Management and Marketing

Profile of the Partners
CSU is a model urban, residential, liberal arts university located in the northwest section of the City of Baltimore. CSU is a historically black college and university with a small campus that is known for its family atmosphere and relationships.

MCPS in Maryland is the 16th largest school system in the United States and has long been recognized as a premier local education agency.

Governance and Administration
This CSU MCPS Early College Access Collaboration is a coordinated effort led by the CSU, School of Education, Health, Physical Education, Recreation and Dance Sports Management and Medicine. The key person involved is the chairperson of the Department of Health, Physical Education, Recreation, and Dance.
MCPS governance and administration will be jointly coordinated through the Department of Enriched and Innovative Programs (DEIP). The key personnel involved are the director of the Division of Career and Technology Education (CTE) and the Higher Education Partnership Coordinator for DEIP.

Admission and Enrollment Statement

Recruitment
Recruitment of participants in the CSU:MCPS Early College Access Collaboration will be coordinated through CTE with the support of Coppin representatives. Students who have completed the required foundation courses in the three career pathway programs will be eligible for participation.

Admission
Admission to the university is the sole responsibility of the CSU Office of Admissions. To be admitted, students must meet all admission requirements for dual enrolled high school students set forth by the policies of CSU. In addition, students must—

- be a high school student in one of the following MSDE career pathway programs: Academy of Health Professions; Justice, Law, and Society; and/or the Business Administration, Management and Marketing;
- complete an online application for CSU; and
- agree to attend all required face-to-face sessions, adhere to all deadlines and complete all required assignments by the posted due date.

For more information visit http://www.coppin.edu/admissions/enrollment_highschool.asp

Roles and Responsibilities

MCPS will—
- provide a liaison for CSU, and
- provide a course code to ensure high school credit for the college course.

MCPS CTE will—
- recruit students,
- ensure school-based assistance with student application process,
- ensure the provision of a location for face-to-face sessions,
- identify a school-based point of contact, and
- ensure on-site facilitators at the high schools.

CSU will—
- provide instructor for courses
- seek additional funding sources to assist students with the cost of tuition, and
- provide successful participants with a college transcript upon course(s) completion.

Together, partners will—
- evaluate program effectiveness by analyzing quantitative and qualitative data from pre- and post-student surveys, student grades, and student enrollment.