

**PARTNERSHIP AGREEMENT BETWEEN
[INSERT HOSPITAL NAME] AND RHODES STATE COLLEGE**

This Partnership Agreement, made and entered this [DATE] day of [MONTH], 2021 by and between [INSERT HOSPITAL NAME] (herein after referred to as the “Hospital”) and Rhodes State College (herein after referred to as the “College”). Collectively, the Hospital and the College will be referred to as the “Parties”.

WHEREAS, the College is a technical college, created pursuant to R.C. Chapter 3357, that has applied to the chancellor of higher education for authorization to offer an applied nursing bachelor’s degree program (hereinafter referred to as the “Program”); and

WHEREAS, the Parties recognize that the field of nursing is an in-demand field, particularly in their region of Western Ohio; and

WHEREAS, if the College qualifies for the applied nursing bachelor’s degree program, it will be providing an educational need to meet the work force demand for nursing in the region of Western Ohio; and

WHEREAS, the Hospital is a regional business that is capable of training students in the in-demand field of nursing and employing such students upon their successful completion of the Program; and

WHEREAS, the Hospital and the College mutually desire to promote excellence in the in-demand field of nursing and to contribute to the professional growth and competence of students both enrolled in and those that complete the Program; and

NOW, THEREFORE in consideration of the mutual promises and covenants set forth herein, it is mutually understood and agreed upon by the Parties as follows:

A. Hospital Commitment/Participation

The Hospital will be able to commit to the Program (please check and insert number if applies):

- Employment of _____ BSN graduates per year
 - The Hospital will provide strong employment consideration and priority to students upon their successful completion of the Program for any available nursing positions at the Hospital.
- BSN degree completion of _____ existing RN staff members

The Hospital will also be able to commit to (please check all that apply):

- Provide clinical placements
- Provide preceptors
- Provide scholarship support

- Allow the use of the Hospital logo in candidate recruitment and promotional material
- Participate on a program advisory committee at the College
- We are not ready to commit to the above, but would like to still participate in the design of the program
- We are not ready to commit, but would like to set up a meeting to discuss further

B. Responsibilities of the Parties

1. The College and the Hospital shall not discriminate against any student on the basis of race, color, religion, sex, age, disability, military status, national origin or ancestry.

2. The College and the Hospital agree that they shall abide by all applicable federal, state and local laws, rules, regulations and executive orders in effect as of the date of this Partnership Agreement, and as they may change or be amended from time to time.

3. The College and the Hospital agree that the Parties are not responsible to each other or to any students if the Hospital does not have any available openings for the students upon their completion of the Program.

4. The Hospital acknowledges that it may, pursuant to this Agreement, generate or otherwise be in possession of confidential education records regarding the College's students, and that these records are protected by federal law including, *inter alia*, the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C.A. 1232g. The Hospital further understands that it may not share or disclose these education records with any party other than the College, without both the College's and the relevant student's consent.

C. Terms of Agreement

1. The terms and conditions of this Agreement may be amended by written instrument executed by both Parties.

2. The term of this Agreement shall be for five (5) years from the day and year first written above and may be renewed every two years through execution by both Parties of a Renewal Letter. Either party may terminate this Agreement by a written notification giving ninety (90) days advance notice. Should notice of termination be given, students assigned to the Hospital shall be allowed to complete any previously scheduled clinical nursing experience then in progress at the Hospital and such students will still be considered for employment upon their successful completion of the Program.

Notice of termination shall be directed to the following:

If to the College:

Rhodes State College
4240 Campus Dr.

Lima, OH 45804
ATTN: [INSERT NAME AND TITLE]

If to the Hospital:

[INSERT HOSPITAL NAME]
[INSERT ADDRESS]
ATTN: [INSERT NAME AND TITLE]

3. This Agreement shall be governed by the laws of the State of Ohio. Any actions, suits or claims that may arise pursuant to this Agreement shall be brought in the appropriate courts of Allen County.

4. This Agreement shall supersede any and all prior contracts between the Parties regarding the subject matter hereof.

D. Miscellaneous Provisions

1. **Independent Contractors.** The College and the Hospital, respectively, are independent contractors and neither, by virtue of this Agreement or any act performed pursuant to it, shall be or become the agent of the other nor shall either of them be or become subject to control or right by the other in the performance of any act done pursuant to this Agreement. Students are not considered employees of the Hospital or the College and they shall not be entitled to any salary or employment-based benefits.

2. **Assignment.** Neither this Agreement nor any rights, duties, or obligations hereunder may be assigned or transferred in whole or in part by either party without the prior written consent of the other party.

3. **Waiver.** The failure of either party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement or take advantage of any rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any rights, but the same shall continue and remain in full force and effect. Provisions of this Agreement may only be waived by an express written statement specifically stating the intent to waive an identified right signed by the party making such waiver; no acts or omissions shall be construed to imply a waiver.

4. **Severability.** If any portion of this Agreement shall for any reason be invalid, illegal, unenforceable or otherwise inoperative, the valid and enforceable provisions will continue to be given effect and to bind the Parties.

5. **Counterparts.** This MOU may be executed in any number of counterparts, each of which shall be deemed an original, and all of which constitute but one and the same instrument.

[This section left intentionally blank]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement and warrant that they are officially authorized to so execute for their respective parties to the contract.

JAMES A. RHODES STATE COLLEGE:

Signature: _____

Date: _____

Name: _____

Title: _____

[INSERT HOSPITAL NAME]

Signature: _____

Date: _____

Name: _____

Title: _____