JOINT EDUCATION AGREEMENT
AGREEMENT
BY AND BETWEEN
BRIDGEWATER COLLEGE
AND
VANDERBILT UNIVERSITY

This Agreement is entered into by and between Bridgewater College (hereinafter referred to as "BRIDGEWATER") and Vanderbilt University (hereinafter referred to as "VANDERBILT") by and through its School of Nursing (hereinafter referred to as "SCHOOL OF NURSING").

WITNESSETH:

WHEREAS, students who wish to combine study in a liberal arts program with graduate study in Nursing may do so under the VANDERBILT Liberal Arts-Nursing 3-2 Program (hereinafter referred to as "PROGRAM"). Under this cooperative PROGRAM, a student will spend his/her first three academic years of his/her college career at BRIDGEWATER in a liberal arts program of study and the remaining two calendar years at VANDERBILT studying in one of the nursing specialty areas that VANDERBILT offers. A student who completes this five-year program of study will have had the experience of dividing his/her academic career between the liberal arts environment of a small college campus and the health sciences center of a major university. This unique combination of study on two differently oriented campuses will provide a student with training in nursing education, strongly complemented by extensive study in the humanities and social sciences. Thus, the student will be well trained to function in an advanced nursing practice role, and also have the necessary foundation to pursue doctoral studies in nursing.

NOW, THEREFORE, in consideration of the promises herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

I. TERMS AND CONDITIONS

A. The Academic Dean at BRIDGEWATER and the Dean of Nursing at VANDERBILT, or their duly appointed representatives, will cooperate closely in keeping the requirements for this program at the two institutions compatible at all times to the extent permitted by the governing authorities for each respective institution in accord with their educational purposes and missions, as well as accreditation standards. This cooperation is necessary in order to keep the two institutions thoroughly attuned to curriculum and course changes, which each periodically finds necessary to make, in order to keep its educational programs abreast of current requirements.

B. After the successful completion of the prescribed nursing courses as well as the courses required by BRIDGEWATER for a Bachelor of Science degree, the student will be awarded the Bachelor of Science Degree by BRIDGEWATER. After the successful completion of the program of studies for a Master of Science in Nursing degree, VANDERBILT will award the Master of Science in Nursing degree.
II. SERVICES TO BE RENDERED BY VANDERBILT

A. The Senior Associate Dean for Academics of the Vanderbilt University School of Nursing will be responsible for coordinating and directing the students' program of studies at VANDERBILT.

B. After completion of the prerequisite course requirements for the School of Nursing at VANDERBILT, VANDERBILT will provide a program of study of one of the nursing specialty areas at VANDERBILT for students accepted into the PROGRAM.

C. VANDERBILT will evaluate each student's performance by reporting final course grades on an official transcript to BRIDGEWATER.

D. VANDERBILT will provide full credit for all courses which are approved by both VANDERBILT and BRIDGEWATER and which are completed by student with at least a C grade at BRIDGEWATER.

E. VANDERBILT will notify BRIDGEWATER of any situation or problem of which it knows which may threaten the students' successful completion of the program.

F. VANDERBILT reserves the right to select for the PROGRAM at VANDERBILT those students who, in its judgment, meet all criteria of the PROGRAM and the Vanderbilt University School of Nursing, including (1) the completion of seventy-eight (78) semester hours, (2) the prerequisites outlined under III. C. below, (3) a cumulative grade point average of a "B", (4) a Graduate Record Examination Verbal and Quantitative score of at least 1000, (5) satisfactory statement of career goals, (6) three favorable letters of reference, and (7) a recommendation for admission by a member of the School of Nursing faculty based on review of the applicant’s file.

G. VANDERBILT reserves the right to remove from the PROGRAM students who, in the judgment of the School of Nursing faculty, have not complied with rules and regulations of VANDERBILT and the School of Nursing, and/or are unable to function satisfactorily in nursing. Unsatisfactory student behaviors include but are not limited to (1) cumulative nursing grade point average of less than a "B", (2) ineffective interpersonal skills, (3) failure to maintain confidentiality, and (4) disruptive, dishonest, unsafe or otherwise inappropriate behavior. VANDERBILT will at all times safeguard the health, safety, and welfare of its patients and in such capacity shall have the right to remove a student from an assignment, at any time, if VANDERBILT should deem it to be in the best interest of a patient or patient care.

III. SERVICES TO BE RENDERED BY BRIDGEWATER

A. BRIDGEWATER will designate a faculty member, who is acceptable to VANDERBILT, as an Education Coordinator to serve as a liaison between VANDERBILT and BRIDGEWATER.

B. The participating student will spend his/her first three academic years at BRIDGEWATER, completing the basic general education requirements of BRIDGEWATER. During this period, the student will also enroll in the BRIDGEWATER 's pre-nursing program. Participation in this pre-nursing program will ensure completion of the nursing related
prerequisite course requirements for the School of Nursing at VANDERBILT.

C. BRIDGEWATER will recommend only those students who have fulfilled the prerequisites for the educational experience at VANDERBILT. These prerequisites include completion of BRIDGEWATER's general educational requirements, human anatomy, human physiology, microbiology/bacteriology, statistics, nutrition, and lifespan growth and development, and nutrition.

D. BRIDGEWATER will provide VANDERBILT with the information required by VANDERBILT along with the students' application for admission.

E. BRIDGEWATER will advise students that prior to submission of their application for admission to VANDERBILT, they will be required to read the requirements outlined in the Vanderbilt University Student Handbook and the School of Nursing Section of the Medical Center Catalog. After admission, the student will be expected to comply with these requirements.

IV. JOINT RESPONSIBILITIES

A. BRIDGEWATER is solely responsible for courses taught, grades assigned and degrees awarded at BRIDGEWATER and VANDERBILT shall be solely responsible for courses taught, grades assigned and degrees awarded at VANDERBILT.

B. The determination of the number of students and dates of assignments shall be agreed upon in writing by the Senior Associate Dean at VANDERBILT and the Education Coordinator at BRIDGEWATER.

C. The Education Coordinator at BRIDGEWATER and the Senior Associate Dean at VANDERBILT will plan appropriate visits to VANDERBILT and consultation conferences by mutual agreement.

D. Parties to this Agreement shall inform one another of the following: changes in academic curriculum, changes in availability of learning opportunities, and staff changes that affect either academic preparation or clinical teaching of students.

E. Withdrawal of a student from the program may be requested by BRIDGEWATER or VANDERBILT. The party requesting such withdrawal shall notify the other party.

V. MISCELLANEOUS

Transfer of information from a student's education records, not initiated by the student, shall be made with the student's written consent, unless notice of such transfer is included in the institution's policies and procedures made available to the student.
VI. TERM AND TERMINATION

A. This Agreement shall be effective from Fall Semester, 2003 and continue until amended, modified, or terminated. This Agreement shall be reviewed on a periodic basis and at that time, both parties will evaluate the program and policies, discuss any related problems, and make necessary revisions. Neither party shall be bound by this Agreement until it is signed by the appropriate officials as indicated on the signature page of this Agreement.

B. Notwithstanding any other terms and conditions hereunder, this Agreement may be terminated by either party by written notification to the other party at least six (6) months prior to the desired effective date of termination. However, such termination shall not be effective for those students currently enrolled in PROGRAM until the students have completed the PROGRAM.

C. In the event that either party shall become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or its assets or shall avail itself of, or become subject to, any proceedings under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, then, at the option of either party, this Agreement may be terminated immediately by either party and be of no further force and effect.

D. In the event that either party sells all or substantially all of its assets, there is a sale of a majority ownership of either party, or there occurs a material change in the management or ownership of either party, this Agreement may be terminated by either party and be of no further force and effect.

E. The parties warrant they are duly licensed under the laws of its state and agree to abide by applicable state and/or federal laws and regulations governing the licensure and operation of its facility. The parties further agree to give prompt notice in writing to the other party in the event of institution of proceedings for suspension or revocation of its license, and to notify the other party in the event of any suspension or revocation of its license within twenty-four (24) hours of its occurrence. This Agreement will immediately terminate upon the revocation or suspension of licensure of either party. Further, either party, at their sole discretion, may terminate this Agreement in the event the other party is given notice of the institution of proceedings to suspend or revoke its licensure.
VII. INDEMNIFICATION

Each party shall indemnify and hold harmless the other party, its trustees, officers, agents and employees, from any judgments, damages, costs and expenses, including reasonable attorney's fees, from any claim, action or proceeding to the extent arising out of its own negligent acts or omissions in the performance of this Agreement. Indemnitor's obligations as set forth in the preceding sentence are conditioned upon (i) Indemnitee promptly notifying Indemnitor of any claim, demand or action, or any incident of which Indemnitee has actual or constructive knowledge, which may reasonably result in a claim, demand or action, and for which Indemnitee will look to Indemnitor for indemnification under this Section, (ii) Indemnitee, its directors, officers, agents, and employees, cooperating fully with Indemnitor in Indemnitor's investigation and review of any such claim, action or incident, and (iii) Indemnitee not entering into any admissions, agreements or settlements which may affect the rights of Indemnitee or Indemnitor without the prior written consent and approval of Indemnitor. Indemnitor reserves the right, in its sole discretion, to assume the defense of Indemnitee in any such claim, action or proceeding.

VIII. CONFIDENTIALITY

The parties agree to keep confidential from third parties all information which relates to or identifies a particular patient, including but not limited to the name, address, medical treatment or condition, financial status, or any other personal information which is deemed to be confidential in accordance with applicable state and federal law and standards of professional ethics and will so notify its employees, contractors, subcontractors, agents, and representatives of such agreement.

IX. NOTIFICATION OF CLAIMS

The parties agree to notify each other as soon as possible in writing of any incident, occurrence, or claim arising out of or in connection with this Agreement, which could result in a liability or claim of liability to the other party. Further, the notified party shall have the right to investigate said incident or occurrence and the notifying party will cooperate fully in this investigation.

X. NOTICES

All notices or other communication provided for in this Agreement shall be given to the parties addressed as follows:
XI. MEDIA

The parties agree they will not use each other party's name or programs in any advertising, promotional material, press release, publication, public announcement, or through other media, written or oral, without the prior written consent of the party whose name is to be used.

XII. DISCRIMINATION

In compliance with federal law, including the provisions of Title IX of the Education Amendments of 1972, Sections 503 and 504 of the Rehabilitation Act of 1973, the Age Discrimination in Employment Act of 1967 and 1975 and the Americans with Disabilities Act of 1990, and Title VI of the Civil Rights Act of 1964 each party hereto will not discriminate on the basis of race, sex, religion, color, national or ethnic origin, age, disability, or military service in its administration of its policies, including admissions policies, employment, programs or activities.

XIII. ASSIGNMENT AND BINDING EFFECT

Neither party shall assign, subcontract, or transfer any of its rights or obligations under this Agreement to a third party without the prior written consent of the other party. If an assignment, subcontract, or transfer of rights does occur in accordance with this Agreement, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns.
XIV. INDEPENDENT CONTRACTOR

Each party shall be considered to be an independent party and shall not be construed to be an agent or representative of the other party, and therefore, has no liability for the acts or omissions of the other party. In addition, neither party, nor any of its employees, agents, or subcontractors, shall be deemed to be employees or agents of the other party. Therefore, neither party nor any of its employees, agents or subcontractors, shall be entitled to compensation, workers compensation, or employee benefits of the other party by virtue of this Agreement.

XV. COUNTERPART SIGNATURE

This Agreement may be executed in one or more counterparts (facsimile transmission or otherwise), each of which counterpart shall be deemed an original Agreement and all of which shall constitute but one Agreement.

XVI. WRITTEN AMENDMENT/WAIVERS

This Agreement cannot be amended, modified, supplemented or rescinded except in writing and signed by the parties hereto.

XVII. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed in all respects by, and be construed in accordance with, the laws of the State of Tennessee. Each party hereby consents to the jurisdiction of all state and federal courts sitting in Davidson County, Tennessee, agrees that venue for any such action shall lie exclusively in such courts, and agrees that such courts shall be the exclusive forum for any legal actions brought in connection with this Agreement or the relationships among the parties hereto.

XVIII. ACCESS TO BOOKS AND RECORDS

Until the expiration of four years after the furnishing of services pursuant to this Agreement, the parties shall upon written request, make available to the Secretary of Health and Human Services or the Comptroller General or their duly authorized representative the contract, books, documents, and records necessary to verify the nature and extent of the cost of such services. If either party carries out any of its obligations under this Agreement by means of a subcontract with a value of $10,000 or more, that party agrees to include this requirement in any such subcontract.

The parties agree that any attorney/client, accountant/client or other legal privilege shall not be deemed waived by virtue of this Agreement.

These obligations shall survive termination of this agreement.

IXX. NON-EXCLUSIVITY

Each party shall have the right to enter into similar agreements with other parties.
XX. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter herein and supersedes any other agreements, restrictions, representations, or warranties, if any, between the parties hereto with regard to the subject matter herein.
IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their duly authorized representatives and thereby become effective on the date specified above.

FOR VANDERBILT UNIVERSITY

Recommended By:

Linda D. Norman, DSN, RN
Senior Associate Dean of Academics
School of Nursing

Colleen Conway-Welch, PhD, CNM, FAAN
Dean
School of Nursing

Approved By:

Jeff M. S. Kaplan
Associate Vice Chancellor for Health Affairs

FOR BRIDGEWATER

Phillip C. Stone, J.D.
President
Arthur C. Hessler, Ph.D.
Vice President and Dean
For Academic Affairs

Date

9/29/03