

**FILE COPY**

SERVICE AGREEMENT  
BETWEEN  
CHEYNEY UNIVERSITY  
CHEYNEY, PENNSYLVANIA  
AND  
ABINGTON MEMORIAL HOSPITAL  
ABINGTON, PENNSYLVANIA

This Agreement is entered into between Cheyney University of Pennsylvania of the Pennsylvania State System of Higher Education with Abington Memorial Hospital (AMH) a Pennsylvania non-profit corporation, and the Dixon School of Nursing (DSON), for the provision of developmental courses to include Basic Mathematics, Elements of Writing and Basic Principles of Computers.

**I. Introduction**

The goal of this agreement is to provide education opportunities for adult students (employees) of Abington Memorial Hospital (AMH) which has classrooms and educational facilities on the hospital campus located at 1200 Old York Road, Abington, Pennsylvania. In addition, Cheyney University would offer select developmental course offerings to applicants interested in the Dixon School of Nursing (DSON) on the Schilling Campus, 2500 Maryland Road, Willow Grove, Pennsylvania.

**II. Terms and Conditions**

**1. Classes**

The following classes will be taught by Cheyney University faculty to AMH employees and DSON applicants on site at AMH or DSON: Basic Mathematics (MAT001); Elements of Writing (HEN001); and Basic Principles of Computers (CIS100). A minimum class enrollment of 10 students will be required for each class to be offered. Each course is three (3) academic credits and will be offered for 7 ½ weeks during each of two separate sessions during the fall and spring semesters. The classes will meet two days per week for 3 hours. Courses held at AMH will be on Tuesdays and Thursdays. Courses held at DSON will be on Mondays and Wednesdays. Class schedules will be from 4-7 PM unless otherwise agreed. Each student will be given a student identification number and access to

the University computing system to view their accounts, including grades, on-line. Instruction sheets will be provided.

## 2. Costs

Students will be responsible for payment exclusively to Cheyney University of Pennsylvania for the cost of courses taken. Course costs for Spring 1 and Spring 2, 2010 will be \$231.00 per credit **plus applicable fees** per enrolled Pennsylvania Resident. **Non-Pennsylvania resident students will incur charges of \$463.00 per credits plus applicable fees per student.** Estimated costs per student for the 2010- 2011 academic year may be subject to increase, typically not to exceed 5%. Under certain conditions, refunds of tuition and fees are made when students must withdraw from a class or classes. Prorated refunds are based on the schedule as outlined in the University catalog.

## 3. Cheyney University responsibilities:

- a. To provide faculty to teach the designated and agreed upon courses.
- b. To provide for the admission and registration of students in accordance with established procedures.
- c. To produce student schedules and maintain student records as needed.
- d. To provide for the collection and record keeping of tuition and student fees.
- e. **Confidentiality-** Cheyney University of Pennsylvania will not, at any time directly or indirectly, divulge or communicate to any person, firm or corporation any matters affecting or relating to the practice of AMH except as required by law.

## 4. Abington Memorial Hospital/Dixon School of Nursing responsibilities:

- a. To provide proper classroom space required for courses offered at AMH and DSON based on the minimum student enrollment specification per class.
- b. To provide necessary computer technology and/or media equipment as required for program delivery.
- c. To notify Cheyney University by November 9<sup>th</sup> of each subsequent year of any change in selection of the classes.

5. Jointly the institutions are responsible for:

- a. Planning and instituting a schedule of courses and program offerings.
- b. Yearly evaluation of the program and program objectives.
- c. Providing students with financial aid information and course information on programs at Cheyney University of Pennsylvania.
- d. Publicizing courses on website and brochures, etc. as appropriate. All advertisement and use of logos by either party shall be approved by both parties prior to publication.
- e. **Assignment-** Neither party may assign this Agreement without the express written consent of the other party which may not be unreasonably withheld.

6. Cancellation

Either party may terminate this agreement at any time provided that courses in which students are enrolled will be completed.

7. Other Terms

- a. The terms and conditions of this Agreement shall be two years from the date of execution. This Agreement may be renewed for an additional one year by mutual agreement between the collaborating parties (AMH, DSON, and Cheyney University of Pennsylvania).
- b. Nondiscrimination. The parties agree to continue their respective policies of nondiscrimination based on Title VI of the Civil Rights Act of 1964 in regards to sex, age, race, color, creed, and national origin, Title IX of the Education Amendments of 1972 and other applicable laws, as well as the provisions of the Americans with Disabilities Act.
- c. Interpretation of this Agreement shall be governed by the applicable laws of the Commonwealth of Pennsylvania.
- d. Modification of the Agreement shall only be implemented in writing with the same formality as the original Agreement.
- e. The relationship between the parties to this Agreement to each other is that of independent contractors. The relationship of the parties to this contract to each other shall not be construed to constitute a partnership, joint venture or any other relationship, other than that of independent contractors.

- f. Neither of the parties shall assume any liabilities to each other, except as specifically stated in this Agreement. As to liability for damage, injuries or death to persons, or damages to property, the parties do not waive any defense as a result of entering into this Agreement unless such a waiver is expressly and clearly written into a part of this Agreement.
- g. This Agreement represents the entire understanding between the parties. No other oral understandings or promises exist in regards to this relation.

8. Contact Persons:

- a. The address, phone number and e-mail address for the AMH and DSON contact

persons are:

**AMH**  
 Director, Organizational Development  
 and Staff Education  
 Abington Memorial Hospital  
 1200 Old York Road  
 Abington, PA 19001  
 ofc (215) 481-2206  
 fax (215) 481-2686  
[cmhoke@amh.org](mailto:cmhoke@amh.org)

**DSON**  
 Director of Nursing Education  
 Chair, Dixon School of Nursing  
 2500 Maryland Road  
 Suite 200  
 Willow Grove, PA 19090  
 ofc (215) 481-5541  
 fax (215) 481-5597  
[dhines@amh.org](mailto:dhines@amh.org)

- b. The address, phone number and e-mail address for the Cheyney University

contact persons are: Bernadette Carter

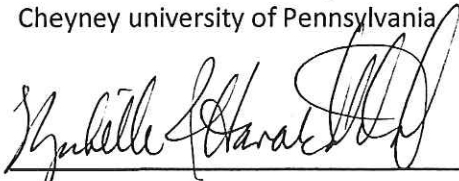
Dean, School of Arts and Sciences  
 Cheyney University of PA  
 1837 University Circle  
 P.O. Box 200  
 Cheyney, PA 19319  
 ofc (215) 399-2308/2270  
 fax (215) 399-2197

Mrs. Brenda Shields  
 University Registrar  
 Cheyney University of PA  
 1837 University Circle  
 P.O. Box 200  
 Cheyney, PA 19319  
 ofc (215) 399-2409  
 fax (215) 399-2385

The authorized representatives of the parties have executed this Agreement as of the date indicated below.


**Cheyney University of Pennsylvania**

Dr. Michelle Howard-Vital, President  
 Cheyney university of Pennsylvania

  
 \_\_\_\_\_ 11/20/09  
 Authorized Signature                      Date

**Abington Memorial Hospital**

Director, Organizational Development  
 and Staff Education

  
 \_\_\_\_\_ 12/15/09  
 Authorized Signature                      Date

Cheyney University of Pennsylvania  
Jill Fluck, University Legal Counsel

AMH Dixon School of Nursing  
Director, Nursing Education  
Chair, Dixon School of Nursing

Jill Fluck 1/8/10  
Authorized Signature Date

Debra Steneck Ed MSN CWS CNE 12/2/09  
Authorized Signature Date

Cheyney University of Pennsylvania  
Deputy Attorney General

[Signature] 1/11/10  
Authorized Signature Date

EFFECTIVE DATE

JAN 11 2010

Effective Date of Agreement: OF CONTRACT