

**MEMORANDUM OF UNDERSTANDING FOR THE DUAL
ENROLLMENT CONSORTIUM BETWEEN
KINGDOM WORSHIP CENTER
AND
BOWIE STATE UNIVERSITY**

This document serves as a Memorandum of Understanding ("MOU") entered into this 1st day of August 2024 (the "Effective Date"), by and the Kingdom Worship Center), a Faith Based Organization ("KWC") and Bowie State University, a constituent institution of the University System of Maryland, an agent and instrumentality of the State of Maryland, ("BSU"), on behalf of the College of Education's Department of Counseling and Psychological Studies (each a "Party" and collectively the "Parties").

TERM. The term of this MOU begins Fall 2024 and will remain in effect unless thirty (30) days' written notification to terminate is provided by one Party to the other; however, courses already in session will remain in session until the closure of that semester. All amendments and modifications to the MOU must be in writing, have a specific effective date, and be signed by both parties. The term of this Agreement shall remain in effect as long as KWC's students are matriculating through the Program OR The MOU may be renewed by mutual written agreement for a specific period of time.

GOALS AND OBJECTIVES. Bowie State University, in collaboration with Faith Based Organizations ("FBO"), aims to enhance enrollment opportunities by establishing training sites at faith-based organizations that already have a significant number of members, clergy, and local residents. This initiative allows individuals to access the counseling training offered by Bowie State University's counseling department directly at their own church. By doing so, it eliminates transportation and other barriers that may hinder those interested in attending these remote classes, which are offered through a hyflex model. Additionally, this partnership leverages Bowie State University's approved clinical pastoral program, recognized by the University System of Maryland (USM) and the Maryland Higher Education Commission. The purpose of this agreement is to address the existing shortage of clinical pastoral counselors, where the current ratio of counselors to caseloads stands at 1:427, whereas the recommended ratio is 1:60. The Parties to this agreement shall abide by the terms of this agreement to achieve the following goals and objectives:

- Increase enrollment opportunities for Bowie State University's counseling department.
- Establish training sites at faith-based organizations.
- Improve access to training for local residents, members, and clergy through faith-based organizations.

- Address the current workforce shortage of clinical pastoral counselors.
- Create a hyflex model for remote class delivery, ensuring flexibility and accessibility.
- Increased enrollment in Bowie State University's counseling department.
- Regularly assess the impact and effectiveness of the program through feedback and performance reviews.

OBLIGATIONS OF THE PARTIES.

BSU shall perform the following obligations:

To the extent possible, to select qualified students in equal proportion across FBOs

Bowie State University will provide students with access to support services available to postsecondary-only students.

Bowie State University will also designate an institution point of contact for FBO students to address questions about registration or enrollment.

Assist with data collection and analysis to assess and evaluate program goals and objectives.

Facilitate the interview process used to select candidates for the program.

Advise students of courses, exams, university, and other requirements.

Ensure education courses are scheduled and offered for candidates to complete the approved program of study.

Create a program of study for candidates to complete the program.

KWC shall perform the following obligations:

Providing suitable facilities: KWC is responsible for offering appropriate facilities within their organization that can be used as training sites for Bowie State University's counseling department. These facilities should accommodate the needs of the program, including classroom space and necessary equipment.

Promoting the program: KWC is expected to actively promote the counseling program within their organization and community to encourage enrollment from their members, clergy, and local residents. This may involve sharing program information, distributing promotional materials, and organizing informational sessions or events.

Supporting logistics: KWC should collaborate with Bowie State University to coordinate logistical aspects of the program, such as scheduling classes, arranging necessary resources, and ensuring smooth operations at the training sites. They may also assist with any administrative tasks related to the program.

Facilitating access: KWC should facilitate access to the training program for enrolled students within their organization. This includes providing a conducive environment for learning, ensuring appropriate technological infrastructure for remote class participation, and assisting students in navigating any logistical or technical challenges.

Collaboration and communication: KWC should maintain regular communication and collaboration with Bowie State University's counseling department. This may involve participating in meetings, providing updates on program implementation, addressing any concerns or issues that arise, and working together to enhance the overall effectiveness of the program.

Upholding standards and regulations: KWC is responsible for adhering to all applicable standards, regulations, and policies set forth by Bowie State University, the University System of Maryland (USM), and the Maryland Higher Education Commission. This includes maintaining compliance with academic guidelines, student privacy and confidentiality, and any other relevant requirements.

Evaluation and feedback: KWC may be required to participate in program evaluation activities and provide feedback on the effectiveness of the partnership and the program. This feedback can help identify areas for improvement and ensure the ongoing success of the collaboration.

Communicate and recruit an applicant pool for the program via email correspondence, mailings, information sessions, and networking with students and KWC leadership

KWC will actively engage in marketing and recruiting efforts to attract a sufficient number of students for the program, ensuring the desired student enrollment targets are met.

KWC will promote the partnership by utilizing its internal communications network to reach out to its community, members and staff members and will adhere to BSU's marketing guidelines.

Interview applicants in collaboration with all partners.

Secure and manage technology provided to students participating in the program.

Provide student demographic, achievement, and discipline outcomes data for courses taught by candidates participating in the project.

In addition to the aforementioned responsibilities, the KWC will be expected to fulfill other duties as needed to support the program's objectives and operations.

Furthermore, KWC will play a role in assisting with the annual BSU Clinical Pastoral Counseling Conference and other outreach events aimed at supporting recruitment efforts and raising awareness of the program. This may involve participating in event planning, coordination, and providing assistance during these events to ensure their success.

CONFIDENTIALITY. Each party shall treat as strictly confidential all information received or obtained as a result of entering into or performing this Agreement.

Each party may disclose information which would otherwise be confidential if and to the extent:

- (i) required by the law of any relevant jurisdiction, including the Maryland Public Information Act;
- (ii) the information has come into the public domain through no fault of that party; or
- (iii) the other party has given prior written approval to the disclosure, provided that any such information disclosed shall be disclosed only after consultation with and notice to the other party.

The Parties agree to treat personally identifiable information contained in a Participant's educational records as confidential and will not release such information to third parties without the written consent of the Participant whose educational records are sought.

RELATION OF THE PARTIES. The nature of relationship between BSU and KWC is that of two independent contractor's working together to achieve a common goal.

CONSIDERATION. This Agreement is being made in consideration of the following: Bowie State University agrees to pay Kingdom Worship Center for use of space and completing all obligations under this agreement

FEE STRUCTURE. Bowie State University will remunerate the Faith-Based Organization based on the subsequent fee structure for students who are enrolled at BSU but complete their courses at the Faith-Based Organization as a satellite location.

The fees will be assessed on a per-class basis using the following rates:

Regular Classroom (Up to 24 students): \$1,849.00*

Large Classroom (Up to 32 students): \$2,465.00*

Computer Lab (Up to 24 students): \$2,158.00*

ITV & Special Classroom Rate: \$250 per student**

*The aforementioned rates are applicable to each class per semester/term.

**This rate applies to classes comprising seven or fewer students. For classes with eight or more students, charges will be based on either the regular or large classroom rate, depending on the number of students in the class.

REPRESENTATIONS AND WARRANTIES. Each party to this Agreement represents and warrants to the other party that he/she/it:-

- (a) has full power, authority and legal right to execute and perform this Agreement;
- (b) has taken all necessary legal and corporate action to authorize the execution and performance of this Agreement;
- (c) this Agreement constitutes the legal, valid and binding obligations of such party in accordance with its terms; and
- (d) shall act in good faith to give effect to the intent of this Agreement and to take such other action as may be necessary or convenient to consummate the purpose and subject matter of this Agreement. (e) Each Party represents and warrants that: (a) it is duly authorized to operate under the laws of its respective jurisdiction; (b) it is in good standing under the applicable laws of such jurisdiction; (c) it is expressly and duly authorized by its respective institution to execute this MOU; and (d) there are not legal restrictions or bars to each Party entering into this MOU.
- (f) BSU represents and warrants that it is and shall remain at all times during the term of this MOU, an accredited university, and that Clinical Pastoral Program degree is and will be recognized by the Maryland State Department of Education to meet the certification requirements in Maryland.

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 30 calendar days from the time that notice of the default is given.
3. By either party no less than 30 calendar days after providing the other party with written notice of the intent to terminate.
4. Loss of Funding and Commitment of Current Revenue – The KWC Board shall have the continuing right to terminate this Agreement 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 invoiced 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 at BSU on his or her sole expense after the Agreement is terminated.

I. INDEMNIFICATION and LIMITATION OF LIABILITY

- A. BSU is self-insured pursuant to Annotated Code of Maryland, State Finance and Procurement Article, Title 9, as amended from time to time. BSU will be responsible for its own negligence in accordance with the Maryland Tort Claims Act, Md. State Government Code Ann. §12-101 to §12-110. BSU agrees to indemnify and hold harmless

Kingdom Worship Center, its officers, employees and agents from and against all claims, actions, damages, expenses (including court costs and reasonable legal fees), obligations, losses, liabilities and liens, imposed on, incurred by, or asserted against Kingdom Worship Center indemnitees as a result of or in connection with: any breach under this Agreement by BSU or any of its officers, directors, employees and agents; or the negligent acts or omissions of BSU Representatives in the performance of this Agreement provided that BSU's duty to indemnify under this section shall be contingent upon an appropriation by the Maryland General Assembly specifically for the purposes contemplated in this paragraph, and to the extent that a tortious claim is involved. BSU's obligations shall not be greater than the liability that might be determined under Md. State Government Code Ann. §12-101 et seq., if any claim had been asserted against BSU by Kingdom Worship Center. Kingdom Worship Center agrees to give BSU written notice of all such claims, judgments, actions, costs, expenses and legal fees within thirty (30) days after the FBO has notice thereof as appropriate.

- B. Neither Party shall be responsible for, nor entitled to, any indirect, consequential (including lost profits) or punitive damages, regardless of whether the theory giving rise to such damages is tort or contractual or otherwise, to the extent permitted by law. Nothing herein shall be construed to abrogate, impair, or waive any defense, liability or damages limitation, or governmental immunity of Kingdom Worship Center, Bowie State University or their officers, officials, employees, or agents pursuant to Maryland law, or otherwise.
- C. The provisions of this Section shall survive the expiration or termination of this Agreement.

REMEDIES ON DEFAULT. In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Agreement by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 30 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Agreement.

WORK PRODUCT OWNERSHIP. Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively the "Work Product") developed in whole or in part by KWC in connection with the Services will be the exclusive property of BSU. Upon request, KWC will execute all documents necessary to confirm or perfect the exclusive ownership of BSU to the Work Product.

FORCE MAJEURE. If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control

("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, or other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

ARBITRATION. Contingent upon the prior written consent of the Attorney General of Maryland, controversies or disputes arising out of or relating to this Agreement may be resolved by arbitration under terms and conditions mutually agreed to by the parties and the Attorney General of Maryland.

NOTICE. Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the addresses listed above or to such other address as one party may have furnished to the other in writing. The notice shall be deemed received when delivered or signed for, or on the third day after mailing if not signed for.

ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties regarding the subject matter of this Agreement, and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

AMENDMENT. This Agreement may be modified or amended if the amendment is made in writing and signed by both parties.

SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER OF CONTRACTUAL RIGHTS. There shall be no waiver of any term, provision, or condition of this MOU unless the non-waiving Party agrees to the waiver in writing. No such waiver shall be deemed to be construed as a continuing waiver of any such term, provision, or condition unless the written agreement of waiver expressly indicates the same. The waiver by either Party of its rights or remedies under this MOU in a particular instance shall only apply to matters arising from or in connection with this MOU.

GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of Maryland.

SIGNATORIES. This Agreement shall be signed by duly authorized representatives of Bowie State University by Kingdom Worship Center, effective as of the date first written above.


Bowie State University:

By: _____ Date: _____

By: Mr. Manish Kumar,
Vice President of Administration and Finance

By:  Date: 9/5/24

By: Dr. Guy-Alain Amoussou,
Provost & Vice President for Academic Affairs

By:  Date: 9-4-24

By: Dr. Rhonda F. Jeter,
Dean, College of Education

Kingdom Worship Center:

By:  Date: 8/15/24

By: Pastor Gregory Dennis
Kingdom Worship Center