

**Institutional Education Program Agreement  
By and Between  
Jefferson County Public Schools and the University of Louisville**

This Institutional Education Program Agreement ("Agreement") is entered into this 1<sup>st</sup> day of January 2022 ("Effective Date") by and between Jefferson County Public Schools, on behalf of its Central High Magnet Career Academy ("Central"), and the University of Louisville, on behalf of its School of Nursing ("UofL").

**RECITALS**

**WHEREAS**, UofL and Central desire to enhance their collaboration by establishing an opportunity for the direct admission of Central students into UofL's BSN Program.

**NOW, THEREFORE**, in consideration of the mutual promises set forth in this Agreement, the parties agree as follows.

**AGREEMENT**

**I. Purpose.**

The purpose of this Agreement is for UofL and Central to enhance their community engagement collaborative by establishing a program that allows qualified students of Central who enroll in UofL's School of Nursing to receive direct admission to the upper division of the BSN program (years 3 and 4).

**II. Central's Responsibilities.**

1. Collaborate with the University to promote this direct admission program for eligible students;
2. Identify and guide eligible students, as defined herein, through application process;
3. Compose letters of recommendation for eligible students; and
4. Take such other action as UofL may reasonably request to effectively operate and maintain the program.

**III. UofL's Responsibilities.**

1. Collaborate with Central to promote this direct admission program for eligible students;
2. Admit up to two (2) eligible students from Central to the upper division program at the appropriate time;
3. Assist admitted students in academic guidance to satisfy and maintain eligibility throughout the program; and
4. Take such other action as Central may reasonably request to effectively operate and maintain the program.

**IV. Student Eligibility.**

A student of Central is eligible for consideration for direct admission pursuant to this Agreement as follows:

1. Adhere to the following admissions requirements by providing the following:
  - a. ACT 22 composite; ACT/Math 22 or Accuplacer 250 QRAS/244 Reading;
  - b. 3.0 high school cumulative grade point average (GPA) or higher;
  - c. An essay of 500 words or fewer describing interest in a career in nursing;
  - d. Letter of recommendation from Central; and
  - e. UofL School of Nursing Direct Admission application – all documents to be submitted by November 15<sup>th</sup> deadline of student's senior year of high school.
  
2. Continuation in the Program is contingent on the following:
  - a. Adherence to specific fall semester upper division start date (2-year progression);
  - b. Maintenance of a minimum cumulative GPA of 2.8, and a nursing program GPA of 3.0 each semester of enrollment in lower division;
  - c. No repeats are allowed of the following required science or nursing courses:
    - i. BIO 102
    - ii. CHEM 105
    - iii. BIO 260
    - iv. BIO 261
    - v. BIO 262
    - vi. BIO 257
    - vii. BIO 258
    - viii. NURS 338
    - ix. NURS 395
  - d. Compliance with all applicable UofL policies and procedures.

**V. Term.**

This Agreement shall commence on the January 1, 2022 hereof and shall continue in full force and effect for a term of five (5 years). Either party may terminate this Agreement, with or without cause, by providing the non-terminating party with thirty (30) days priorwritten notice. Notwithstanding the foregoing, any student who has been admitted to the program as of the date of the termination may complete his or her matriculation in accordance with the termsand conditions contained herein.

**VI. Financial Aid.**

A student admitted to the program may be eligible for financial aid, through scholarship or other means. UofL will inform students of financial aid opportunities, in accordance with applicable University policy.

**VII. Confidentiality.**

The parties agree to maintain the confidentiality of student educational records and personal information in accordance with and pursuant to the Federal Educational Rights and Privacy Act (FERPA) and other applicable state and federal laws.

**VIII. Equal Opportunity.**

The parties agree that each shall provide equality of educational opportunity for all persons regardless of race, sex, age, color, national origin, ethnicity, creed, religion, diversity of thoughts, disability, genetic information, sexual orientation, gender, gender identity and expression, marital status, pregnancy or veteran status – except where sex, age or ability represent bona fide educational qualifications or where marital or veteran status are statutorily defined eligibility criteria for Federal or State benefit programs.

**IX. Marketing.**

To promote the program, the parties may use the names, marks and/or logos of each with prior written approval, which shall be given on behalf of UofL by its Office of Communications and Marketing. Upon termination or expiration of this Agreement, each party shall cease use of the others' names, marks and/or logos immediately.

**X. Notices.**

Any notices required or permitted to be given per this Agreement must be (i) given in writing, and (ii) personally delivered or mailed, by prepaid, certified mail or overnight courier, or transmitted by electronic mail transmission, to the party to whom such notice is directed, to the mailing address, facsimile or electronic mail address of such party as follows:

To University: University of Louisville  
School of Nursing  
555 South Floyd Street  
Louisville, KY 40241

with a copy to: University of Louisville  
323 E. Chestnut Street  
Louisville, Kentucky 40202  
Attn: HSC Contracts  
tina.hembree@louisville.edu

To Central: Central High Magnet Career Academy  
1130 W Chestnut Street Louisville, KY 40203  
Attn: Principal  
Tamela.compton@jefferson.kyschools.us

with a copy to: JCPS General Counsel  
VanHoose Education Center  
3332 Newburg Road  
Louisville, KY 40218

Any such notice shall be deemed to have been given on the day it is deposited in the United States mail, or on the day such notice is sent electronically, as the case may be.

**XI. Miscellaneous.**

- a. The relationship established under this Agreement shall be that of an independent contractor and neither party shall be, nor hold itself out to the public as being, an employee, agent, joint venturer or partner of the other.
- b. Neither party shall have authority to contract for or bind the other in any manner.
- c. This Agreement contains the entire and complete understanding of the parties as to its subject matter and supersedes any and all prior or contemporaneous understandings, agreements, discussions or offers, whether written or oral.
- d. This Agreement may not be modified, altered, or amended except in a writing signed by both parties.
- e. Any provision of this Agreement which is found to be illegal or invalid shall be severed and removed from this Agreement and shall not affect the legality or validity of the remaining provisions.
- f. This Agreement shall be governed and construed according to the laws of the Commonwealth of Kentucky.

[Signatures appear on next page.]

IN WITNESS WHEREOF, the parties have executed this Institutional Education Program Agreement as of the date below to be effective as of January 1, 2022.

**UNIVERSITY OF LOUISVILLE**

*Lori Stewart Gonzalez*

By: \_\_\_\_\_

Lori Stewart Gonzalez, Ph.D.

Interim President

Date: 12/16/2021

**Jefferson County Public Schools**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

