

OK AS TO FORM
AMH 02-26-2024



MEMORANDUM OF UNDERSTANDING: JCPS DUAL ENROLLMENT PROGRAM

This Memorandum of Understanding (MOU) is entered into on March 27, 2024 by and between Galen College of Nursing (Galen), with its principal place of business located at 3050 Terra Crossing Blvd, Louisville, KY 40245, and Jefferson County Public Schools, (JCPS or Affiliate) with its principal place of business located at 3332 Newburg Road, Louisville, Ky. 40218. This MOU refers to Galen and Affiliate collectively as "the parties".

Now, therefore, in consideration of the mutual understanding and covenants herein expressed, the parties do hereby agree as follows:

Description of the Program: Dual enrollment of JCPS high school senior students in Galen's Diploma in Practical Nursing (PN) Program. Students will complete the theory and laboratory components of their coursework on-campus, and the clinical component at local Norton facilities. All JCPS students will be required to meet Galen's admission, progression, and program participation requirements as published in the *Student Catalog*.

Performance by Affiliate: Affiliate shall work with Galen to create and make available to students marketing materials that describe and provide prospective Galen students with all relevant information regarding the PN Program, including JCPS requirements for participation in this program. Affiliate shall also be responsible for ensuring transportation to and from Galen Campus.

Performance by Galen: Galen shall provide the content, instruction, and academic oversight of the above-mentioned program. Galen shall also conduct all necessary public relations activities designed to enhance and further the status and reputation of the Galen and JCPS relationship. Galen shall also provide a local liaison as a primary JCPS contact and resource.

Cyber Security: As Galen maintains control over dual enrollment classes, and digital resources for dual enrollment classes, Galen is responsible for JCPS student information enrolled in dual enrollment courses while using Galen chosen digital resource vendor, including maintaining the security of that information. Galen shall indemnify and defend JCPS from any claims related to unauthorized access to JCPS student information through Galen system or through any digital resource vendor or software provider required for any Galen courses.

Terms of MOU: This MOU shall be effective as of the date indicated above and shall remain in effect for three years or until terminated by either party. Either party may terminate this MOU with thirty (30) days written notice. In the event this MOU is terminated, any and all students enrolled in any of the Programs at the time of termination will be permitted to continue their studies and complete the Programs under the terms specified in this MOU. This MOU contains the entire understanding of the parties and replaces all other agreements or understandings, written or verbal, which may be in effect between the parties relating to the subject matter herein this MOU.

Payment Structure: Students will be assessed tuition and fees at current Galen rates. Galen has the option for direct billing if requested by Affiliate. Given that high school students are ineligible for federal financial aid, enrollment in this program will require the completion of a separate agreement between the student, parent, and Norton Healthcare, who will fund student enrollment.

JCPS Students with IEPs: Galen provides accessibility and support to individuals with disabilities and complies with all state and federal laws. Any applicant or student who wishes to request an accommodation should contact one of the Galen's Section 504/Title IX Coordinators.

Non-Discrimination Policy: Neither party shall discriminate against any student, instructor, employee or other person because of race, color, national origin, age, religion, marital or parental status, political status, political affiliation or beliefs, sex, sexual orientation, gender, gender identity, gender expression, veteran status, genetic information, or disability.

Independent Contractor: The relationship existing between Galen and Affiliate under this MOU is not that of a joint venture, but is an independent contractor relationship; neither party shall be the agent of the other.

The Program courses will follow the applicable Curriculum Plan outlined in the current Galen College of Nursing *Student Catalog*. As improvements are made to the programs, the Curriculum Plan courses, or program participation requirements may change.

Affiliate and Galen may issue joint press releases and other announcements with prior approval of both parties.

GALEN COLLEGE OF NURSING

Signature: Emily Selch DNP, RN, CNE

Name: Emily Selch DNP, RN, CNE

Title: Dean Kentucky Campus-Galen College of Nursing

Date: March 1, 2024

AFFILIATE

Signature: _____

Name: Martin A. Pollio, Ed.D.

Title: Superintendent

Date: _____