**Northern Kentucky University and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ PROGRAM AGREEMENT\***

THIS MASTER'S of ( ) in (dept.) PROGRAM AGREEMENT, dated, by and between (entity and address) and the Northern Kentucky University (the "University"), 1 Nunn Drive, UC 415, Highland Heights, Kentucky 41099.

WHEREAS, the University is qualified to bestow upon its students degrees of (program) and

WHEREAS, the (entity) desires that its (employees) with (qualifications).

NOW, THEREFORE, for and in consideration of the foregoing, the parties agree as follows:

1. Program

The University agrees to conduct a series of credit courses in an (type) format over a (timeframe), which courses will permit students enrolled in all such courses to earn a (program) (the "Program"). The Program will be divided into Fall, Spring, and Summer terms (each a 'Term"). The courses to be offered in the Program are identified on (attachment) to this Agreement. Upon mutual agreement of the parties, the schedule of courses may be revised to accommodate the needs of the students enrolled in the Program. The Program will begin on \_\_\_\_\_\_ (semester), \_\_\_\_\_ (year) and will conclude on \_\_\_\_\_\_ (semester), \_\_\_\_\_ (year).

1. Student Enrollment Requirements
   1. Only (participants in program) actively employed by the (entity) will be eligible to participate in the program. To be eligible applicants must meet all admission requirements and may be provisionally admitted and registered to complete (required coursework) during the (date/year) semester.
   2. Upon execution of this Agreement, the University will hold meetings jointly with (entity) to inform prospective students about the Program and will distribute or make available for the (entity’s) distribution written materials describing the Program according to the timeline defined in (attachment).
   3. Prospective students will be required to complete all appropriate University application forms and must be approved for admission to the Program of the

(College). The University agrees to complete the course registration process prior to the scheduled start of the first course offering. After the initial selection of

\*This contract is only required if cohort expenses are being paid by an entity other than the students (ie. Hospital, K-12 school)

students who will participate in the Program, new students may be admitted only

if they meet the University's admission criteria and have completed all course work required by the University to participate in the course offerings. Students who drop out of the Program or fail to take courses in sequence may be required to continue their studies at the University's campus.

* 1. A minimum of (number of entity) employees shall constitute the cohort group pursuing the (program).
  2. If the actual number of employees falls below (negotiated number), the University will bill the difference to the (entity).

1. Fees
2. Payments by the (entity). Students employed by the (entity) and admitted to this program will be entitled to the set rate of (rate) per credit hour for each course. Further, the University agrees to charge the (entity) the (rate) per credit hour rate in effect when the program commences for the entire length of the program.
3. The (entity) has agreed to be responsible for the payment of tuition for the coursework specified in (attachment). The (entity) agrees to pay said amounts directly to the University in accordance with the University’s published due dates. Said payments may be made in lump sums and prior to published payment schedules with specific agreement between the University and the (entity).
4. The University may sell course books and materials to students at the University's standard bookstore prices. Additional course and student fees such as, but not limited to: application, recreation center, graduation, and lab fees are not included in the tuition and to be paid by the individual student, or may be paid by the (entity) upon agreement.
5. The (entity) has agreed to be responsible for the payment of the (program).
6. Any employee/student who elects to participate in course work at the main University campus prior to or after the completion of the cohort shall be charged tuition and fees based on residency. Nothing in this Agreement will prevent the (entity) from making arrangements with the employees/students to reimburse them for the tuition or other fees and expenses paid to the University for their participation in course work at the University campus.
7. Refund Policy

If a student is forced to withdraw from a course, due to serious illness to the student or to a member of his/her nuclear family or for other approved circumstances, the (entity) will be entitled to receive a refund in accordance with University refund policies for the academic calendar in effect at the time of the withdrawal.

1. Students Who Terminate (entity) Employment

A student whose employment with the (entity) terminates for any reason during the Program may remain a University Student in the Program. Moreover, any student who chooses to remain in the Program after termination of employment will be assessed tuition based on residency for all post-employment course work and will be directly responsible to the University for the payment of tuition, fees and other required expenses.

1. Additional Obligations of the University

In addition to the foregoing, the University agrees to provide members of its

faculty to conduct the Program courses, maintain student records, assess student progress, award grades, grant credit, confer degrees and otherwise administer the Program as though courses were being offered at the University. All students will be required to sign a Student Information Release Authorization form permitting the university to provide semester grades to (entity representative) at the (entity) to confirm student's good standing.

1. Additional Obligations of the (entity)

In addition to the foregoing, the (entity) agrees to promote the Program utilizing materials supplied by the University and the (entity), provide access to classroom(s) sufficient in size for the number of enrollees as needed and provide reasonable required audio visual and other support equipment requested by the University.

The (entity) agrees to provide the names and contact information for the

Masters-prepared or higher employees who may be interested in having a direct role in the Program. Masters-prepared employees, who serve as guest lectures or preceptors for the Program, shall not be compensated by the University but will be acknowledged for their participation. If qualified, Masters-prepared (entity) employees may be hired by the University as adjunct faculty members and assume primary responsibility for teaching a course and shall be compensated by the University at the prevailing adjunct faculty member's rate. The University will review the applications of Masters-prepared employees seeking adjunct faculty status semi-annually in October and May.

The (entity) will provide the University a list of student/employees who are enrolled/remain in the cohort each Term.

1. Termination

The Program may be terminated at the University’s discretion with a minimum one semester notice. In the event that the Program is terminated early, the student may complete their course of study in accordance with the University’s policies and procedures.

9. Prohibition Against Discrimination

The (entity) and the University agree that there shall be no discrimination in the admission of students to or implementation of the Program neither on the basis of age, sex, race, color, religion, creed, national or ethnic origin, nor against otherwise qualified handicapped students. In this regard, each party shall be separately responsible for compliance with all laws, including anti-discrimination laws, which may be applicable to their respective activities under this Program.

1. Sole Benefit/Creation of Rights

This Agreement is intended solely for mutual benefit of the (entity) and the University, and there is no intention, express or otherwise, to create any rights or interests in any other person or entity. In this regard, there is no intention, express or otherwise, to create any third-party beneficiary rights for any of the students or faculty participating in the Program.

1. Governing Law

This Agreement shall be subject to and governed by the laws of the Commonwealth of Kentucky.

1. Invalid Provisions

The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects, as if such invalid or unenforceable provisions were omitted.

1. Prohibition Against Assignment

The parties hereto agree to this Agreement and the rights, interests, and benefits hereunder shall not be assigned, transferred, pledged or hypothecated in any way, without the written consent of the other party.

1. Headings

The section headings as used herein are for convenience of reference only and in no way define, limit or describe the scope or content of any provision herein.

1. Binding Effect

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, legal representatives and assigns.

1. Entire Agreement/Amendments

This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof. This Agreement supersedes any and all other Agreements, either oral or in writing, among the parties hereto with respect to the subject matter hereof. No change or modification of this Agreement shall be valid unless the same is in writing and signed by all the parties hereto. No waiver of any provisions of this Agreement shall be valid unless in writing and signed by the person or party against whom charged.

1. Contacts

All notices and inquiries regarding this collaboration shall be directed to the (Dean of College) on behalf of the University and to (entity representative) on behalf of the (entity).

1. Relationship of Parties

The University and the (entity) agree that neither is the employee, partner or agent of the other and that their relationship is merely one of independent contractors collaborating to offer this Program. The University represents that all faculty members teaching at the (entity) are employees of the University and as such are covered by the University Worker's Compensation Insurance Policies. The autonomy of the (entity) and the University as independent institutions shall be observed at all times.

NKU person responsible for invoicing: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name Phone

Entity contact for invoicing/billing issues: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name Phone

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

NORTHERN KENTUCKY UNIVERSITY

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

Name: Date

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

Name: Date

(ENTITY)

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

Name: Date