

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into on this ____ day of _____, 2024, by and between Eastern Kentucky University (“EKU”) and Mercer County Schools, with an address of 530 Perryville Street, Harrodsburg, KY 40330 to formalize Mercer County Schools’ participation in the ECU Advantage program, which shall provide a pathway to educational advancement for Mercer County Schools employees.

WHEREAS, both parties to this MOU believe that providing a pathway to educational advancement increases the confidence, technical skill, and loyalty of employees as well as provides a wealth of benefits to employees, helping employees budget for and fund higher education degrees;

WHEREAS, the ECU Advantage program offers Mercer County Schools an exclusive, unique educational advantage and cost savings for its employees while enhancing employee benefits and further positioning Mercer County Schools as a desirable work place that values education as a means to propel its workforce forward; and,

WHEREAS, Mercer County Schools participation in the ECU Advantage program shall mitigate procedural concerns, streamlining enrollment, registration, and financial aid processes, to ease the stress on the employee in planning their educational pathway and allowing the employee to devote more time to the work at hand, and shall further ECU’s mission all while delivering real value to Mercer County Schools and its employees.

THEREFORE, the parties agree as follows:

1. Mercer County Schools will partner with ECU as a provider of post-secondary education (bachelor’s, master’s and doctorate) of Mercer County Schools employees through the ECU Advantage program.
2. An eligible Mercer County Schools active teacher shall receive the discounted tuition rate of \$350 per credit hour, and a staff or administrative employee shall receive a 25% flat rate discount in tuition and free books under the ECU BookSmart Program, for participating in the ECU Advantage program. This discount is not stackable, and therefore cannot be combined with any other scholarship awarded or tuition discount made available to the employee by ECU. Additional non-tuition expenses related to enrollment in any of ECU’s online or on-campus courses shall not be discounted and shall be the responsibility of the Mercer County Schools student employee participating in the ECU Advantage program.
3. Within the ECU admissions application, Mercer County Schools employees shall self-identify as corporate partner employees and provide employment qualification letters or other written proof of eligibility to ECU. Eligible employees shall receive enhanced customer service assistance from ECU related to admissions and registration in online or on-campus courses as well as financial aid and scholarship applications. All eligible employees shall be admitted at ECU’s sole discretion after meeting university and program requirements.
4. Following the deadline to add or drop classes each semester, ECU shall send Mercer County Schools a list of currently enrolled students that have self-identified as corporate partner employees. Within

ten (10) days of receiving such list, Mercer County Schools shall verify in writing to ECU the eligibility status of each individual listed. Mercer County Schools may choose to, but it is not required to, notify ECU in writing when a student employee's eligibility status changes at any other time during the academic year.

5. Unless tuition has been waived in accordance with the terms established in paragraph (2) of this MOU, tuition for all online or on-campus courses enrolled in through the ECU Advantage program shall be paid by the Mercer County Schools student employee in accordance with all due dates and processes established by ECU's Student Accounting Services and published at studentaccounting.ecu.edu. Any Mercer County Schools student employee that fails to pay a bill in full by the required due date shall be subject to late fees, as established by ECU's Student Accounting Services, and registration holds, which prevent the student employee from registering for any course in any semester until the student employee's account is up to date.
6. The ECU Advantage program is a scholarship program that will be reported as required by law on the student employee's ECU financial account and required tax forms.
7. In addition to the tuition benefit outlined in paragraphs (1) through (6) of this MOU, Mercer County Schools employees shall also be eligible to receive a twenty percent (20%) discount when enrolling in any training provided by ECU's Workforce Development and/or the ECU OSHA Training Institute Education Center. Mercer County Schools may also access free customized price quotes, based on company needs, for group enrollments by contacting Susan Cornelius (Susan.Cornelius@ecu.edu or 859-622-6216).
8. This MOU may be terminated at any time upon ten (10) days written notice. If this MOU is terminated, Mercer County Schools student employees shall be permitted to complete enrollments in online or on-campus courses at ECU during any semester already in progress and shall remain eligible for the tuition benefit as outlined in paragraphs (1) through (7) of this MOU for that semester only in which the termination occurs.
9. This MOU shall be effective for a three-year period beginning February 15, 2024, and, thereafter, shall automatically renew every third February 15, for an additional three-year period unless and until terminated in accordance with the terms established in paragraph (8) of this MOU.
10. Mercer County Schools shall include information about the ECU Advantage program in onboarding, open enrollment, and other similar communications to employees related to employment benefits and shall permit ECU to send periodic communications for the duration of this MOU for the purpose of sharing information about important starting and ending dates and the ECU Advantage program. ECU is also requesting Mercer County Schools provide a data share of names and parent information from current and future high school juniors and seniors, for the term of this MOU.
11. It is understood and agreed to by the parties that neither party to this MOU shall be legally liable for any negligent or wrongful acts, either of commission or omission, of the other, unless such liability is imposed by law, and this MOU shall not be construed as seeking to either enlarge or diminish any obligation or duty owed by one party against the other or against third parties.
12. Both parties agree to comply with all applicable federal and state nondiscrimination, equal opportunity, and affirmative action laws, orders, and regulations. Neither party shall engage in

unlawful discrimination or harassment against any person because of race, color, religion, sex, national origin, ancestry, age, marital status, disability, unfavorable discharge from the military, protective order status, or status as a disabled veteran or veteran of the Vietnam era.

13. The terms and conditions of this MOU may only be amended by mutual written consent of both parties.
14. No party shall assign its respective rights or obligations under this MOU without prior written consent of the other party. Any purported assignment or delegation in violation of this MOU shall be void.
15. The parties are independent contractors. Neither party nor their employees shall be deemed to be an employee, agent, partner, or legal representative of the other for any purpose and neither shall have any right, power or authority to create any obligation or responsibility on behalf of the other.
16. This MOU is the final and exclusive MOU between the parties. All prior negotiations and MOUs are superseded by this MOU.
17. If any term or portion of this MOU is declared invalid, the invalid portion shall be deemed to be severed and all remaining provisions of this MOU shall be valid and enforceable to the fullest extent permitted by law.
18. This MOU shall be construed in accordance with the laws of the Commonwealth of Kentucky without regard to conflict of laws principles.

IN WITNESS WHEREOF, the parties hereto have executed this MOU, effective as of the last date written below.

Approved By:

Printed Name and Title

Signature

Date Signed

EASTERN KENTUCKY UNIVERSITY:

Approved By: Benton Shirey, Director, Corporate Educational Partnership
Printed Name and Title

Signature

Date Signed