MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into by and between Eastern Kentucky University Enrollment Management (EKU) and Bellevue Independent School District (BISD) to form a partnership that creates a pipeline of academically talented, rural students who, through continuous engagement and exposure to college-readiness and outreach initiatives, choose to enroll at EKU as the "best fit" college choice.

WHEREAS, as a school of opportunity, EKU recognizes and supports efforts to increase college access and completion of students from rural communities within EKU's service region who demonstrate strong academic potential and co-curricular ability and accomplishments.

WHEREAS, the primary goal of the partnership is to assist BISD in serving rural students in Kentucky in their academic preparation and college selection to simultaneously increase their academic success and degree attainment as well as diversify and broaden the enrollment of these students into specific educational programs; and,

WHEREAS, the partnership's overall intent is to increase degree attainment among participants, particularly among rural students, through a series of long-term engagement activities such as early academic advising, summer camp opportunities, discounted tuition and scholarships, and specialized BISD-specific recruitment and campus visit programming.

THEREFORE, the parties agree as follows:

- 1. This MOU is in effect for three (3) years, commencing on the 1st day of March 2025, and shall continue until the 29th day of February 2028. Either party may terminate this MOU, with or without cause, upon thirty (30) days advance written notice to the other party.
- 2. Recognizing the unique degree programs available to students in specific disciplines, EKU will provide enhanced outreach to BISD students participating in planned programming.
- 3. All BISD students in good academic standing admitted to EKU by February 1st and who complete the foundation (over 200 scholarships), Rodney Gross and Trailblazer scholarship applications will be considered priority recipients of eligible scholarship programs. High academic achieving students in this program may also qualify for additional merit aid.
- 4. BISD students with a 3.0 unweighted cumulative GPA and who qualify for federal PELL grant assistance, as determined by the Free Application for Federal Student Aid (FAFSA), are automatically eligible for the Colonel Commitment program. Students in this category are guaranteed to go to EKU tuition and fee-free.
- 5. Annually, in consultation with EKU Admissions, BISD administration will nominate up to two eligible students per regional director to receive the BISD-designated New Horizon Award. In addition, eligible student(s) must have a minimum GPA of 2.5 on a 4.0 scale and pay their Colonel Commitment Fee before April 1st each year. To be eligible, students shall also:
 - Apply to EKU and be admitted by February 1 for priority consideration;
 - Submit a completed FAFSA by February 1; and,

• Nomination must be submitted to EKU by March 1

The award will be for eight (8) consecutive semesters (Fall/Spring), provided the student maintains an EKU GPA of 2.5 or greater and resides on campus. Preference will be given to BISD students participating in planned partnership programming.

- 6. Nothing herein is intended to alter the due dates and processes established by EKU's Student Accounting Services and published at eku.edu. Any BISD student who enrolls at EKU and fails to pay a bill in full by the required due date may be subject to late fees and/or registration holds.
- 7. EKU agrees to host at least three workshops per term for BISD staff or students. These workshops can cover various topics such as college readiness, FAFSA workshops, application days, scholarship nights, coffee with a colonel events, etc.
- 8. EKU agrees to cover the cost of a college visit for BISD high school juniors and seniors, given that the school visit has at least 15 students. These fees include lunch on campus and cover the transportation (bus, van, etc.) charge.
- 9. EKU's standard tuition rate may fluctuate, and BISD students who enroll at EKU shall be responsible for paying any increases to the standard tuition rate.
- 10. This partnership between BISD and EKU is a scholarship program that will be reported as required by law on each participating student's EKU financial account and required tax forms.
- 11. BISD agrees to share with EKU the following information for students interested in attending EKU (First Name, Last Name, Date of Birth, Email, High School, High School Graduation Year, and Intended Major).
- 12. BISD agrees to facilitate information exchanges between the students in their programs and the university. BISD will share visit and event information with all BISD students under each BISD also agrees to be the conduit for EKU recruitment staff to meet with BISD students in each BISD high school via formal or informal meetings.
- 13. 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. 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 third parties.
- 14. 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.
- 15. The terms and conditions of this MOU may only be amended by mutual written consent of both parties.

- 16. 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.
- 17. The parties are independent contractors. Neither party nor their employees shall be deemed 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.
- 18. This MOU is the final and exclusive MOU between the parties. This MOU supersedes all prior negotiations and MOUs.
- 19. 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.
- 20. 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 as of the dates set forth below.

Organization Name:

Bellevue Independent School District Misty Middleton, Superintendent

Printed Name and Title

isty Middleton

Administr*st*or Signature

Date: 03.19.2025

Eastern Kentucky University

Blair Skidmore, Executive Director, Enrollment & Admissions Printed Name and Title

Administrator Signature

Date: _____