### MEMORANDUM OF UNDERSTANDING BETWEEN

# **NEW HORIZONS ACADEMY / KEDC**

#### and

### BEREA INDEPENDENT SCHOOL DISTRICT

This Memorandum of Understanding (MOU) is entered into by and between New Horizons Academy, operating under the Kentucky Educational Development Corporation (hereinafter referred to as NHA), and Berea Independent School District (hereinafter referred to as "the District" or BISD), collectively referred to as "the Parties."

## 1. Term of Agreement

This MOU shall commence on July 1, 2025, and shall remain in effect until terminated in accordance with this section. Either party may terminate the agreement effective at the end of a school year (June 30), provided that written notice is given no later than May 31. Termination at any other time shall require mutual written consent of both parties.

# 2. Purpose

The purpose of this MOU is to establish a collaborative partnership between NHA and BISD for the provision of virtual educational services to **homeschool students** in grades 6 through 12 who are enrolled in NHA during the 2025–2026 school year.

## 3. Responsibilities of New Horizons Academy / KEDC

#### NHA agrees to:

- A. Provide a high-quality, digital curriculum that aligns with Kentucky Academic Standards and meets grade-level expectations.
- B. Employ Kentucky-certified educators to facilitate and support instruction.
- C. Monitor student progress and determine student success at the end of each academic semester.
- D. Maintain and provide official transcripts for all credits earned through NHA courses.

# 4. Responsibilities of the District BISD

### **BISD** agrees to:

- A. Designate a **primary** and **secondary** point of contact for communication with NHA.
- B. Remain responsible for all **special education services** and ensure compliance with IEP/504 requirements.
- C. Offer a **hybrid option** for high school students wishing to take in-person courses not offered virtually (e.g., band, choir, or CTE programs).
- D. Provide a **technology device** (e.g., Chromebook) to students who do not otherwise have access.

- E. Issue a **Kentucky High School Diploma** to students who complete all state and district graduation requirements while enrolled in NHA.
- F. Permit transitions back to in-person enrollment only at the **beginning of a semester**, unless a student is inactive within the first three weeks of NHA enrollment. In such cases, the student will be directed to return to their in-person school.
- G. Administer **all required state assessments** to NHA students, including the provision of a testing location, qualified proctors, and necessary materials.

### 5. Compensation

- A. BISD shall compensate KEDC / NHA \$3,439.00 per student enrolled full-time (defined as earning 6 or more credits during the academic year).
- B. Students enrolled part-time will be billed at a **prorated rate** based on the number of completed credits.
- C. This per-student amount shall remain in effect unless and until SEEK funding allocations change, at which time the compensation may be renegotiated.
- D. A **\$100.00** registration fee will be assessed for any student who enrolls in NHA and then withdraws and returns to the district before completing the semester.

### 6. Signatures

By signing below, the undersigned representatives affirm that they are duly authorized to execute this agreement and agree to the terms herein.

BISD County School District Superintendent

Signature: \_\_\_\_\_\_

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

BISD County Board Chair

Signature: \_\_\_\_\_\_

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

New Horizons Academy / KEDC Executive Director

Signature: \_\_\_\_\_\_

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