

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into on this 6 day of December, 2022, by and between Eastern Kentucky University ("EKU") and Kentucky Educational Development Corporation ("KEDC"), with an address of 904 Rose Rd, Ashland, KY 41102 to formalize KEDC participation in the EKU Advantage program, which shall provide a pathway to educational advancement for KEDC 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 EKU Advantage program offers KEDC an exclusive, unique educational advantage and cost savings for its employees while enhancing employee benefits and further positioning KEDC as a desirable work place that values education as a means to propel its workforce forward; and,

WHEREAS, KEDC participation in the EKU 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 EKU's mission all while delivering real value to KEDC and its employees.

THEREFORE, the parties agree as follows:

1. KEDC will partner with EKU as a preferred provider of post-secondary education (bachelor's, master's and doctorate) of KEDC employees through the EKU Advantage program;
2. An eligible KEDC employee shall receive a 25% flat rate discount in tuition for participating in the EKU 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 EKU. Additional non-tuition expenses related to enrollment in any of EKU's online or on-campus courses shall not be discounted and shall be the responsibility of the KEDC student employee participating in the EKU Advantage program.
3. Within the EKU admissions application, KEDC employees shall self-identify as corporate partner employees and provide employment qualification letters or other written proof of eligibility to EKU. Eligible employees shall receive enhanced customer service assistance from EKU 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 EKU's sole discretion after meeting university and program requirements.
4. Following the deadline to add or drop classes each semester, EKU shall send KEDC list of currently enrolled students that have self-identified as corporate partner employees. Within thirty (30) days of receiving such list, KEDC shall verify in writing to EKU the eligibility status of each individual listed. KEDC may choose to, but it is not required to, notify EKU 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 KEDC student employee in accordance with all due dates and processes established by ECU's Student Accounting Services and published at studentaccounting.ecu.edu. Any KEDC 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. A KEDC student employee is guaranteed a fixed tuition rate from initial enrollment in any of ECU's online or on-campus courses through the ECU Advantage program for up to two (2) consecutive years so long as that student employee remains continuously enrolled at ECU. Thereafter, ECU's standard tuition rate may fluctuate, and KEDC student employees shall be responsible for paying any increases to the standard tuition rate. Fluctuations in tuition rate shall not, however, impact the eligibility of KEDC student employees participating in the ECU Advantage program to qualify for and receive the tuition benefit established in paragraph (2) of this MOU.
7. 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.
8. In addition to the tuition benefit outlined in paragraphs (1) through (7) of this MOU, KEDC 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. KEDC can 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).
9. This MOU may be terminated at any time upon thirty (30) days written notice. If this MOU is terminated, KEDC 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 (8) of this MOU for that semester only in which the termination occurs.
10. This MOU shall be effective for a three-year period beginning November 15, 2022 and, thereafter, shall automatically renew every third November 15 for an additional three-year period unless and until terminated in accordance with the terms established in paragraph (9) of this MOU.
11. KEDC 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.
12. 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.

13. 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.
14. The terms and conditions of this MOU may only be amended by mutual written consent of both parties.
15. 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.
16. 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.
17. This MOU is the final and exclusive MOU between the parties. All prior negotiations and MOUs are superseded by this MOU.
18. 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.
19. 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: Latisha Sparks - Programs and Partnerships - KEDC
 Printed Name and Title
Latisha Sparks 12-6-2022
 Signature Date Signed

EASTERN KENTUCKY UNIVERSITY:
 Approved By: Benton D. Shirey, Director, Corporate Educational Partnerships
 Printed Name and Title
Benton D. Shirey 12-08-22
 Signature Date Signed