

**MEMORANDUM OF AGREEMENT**  
**FOR THE HIGH SCHOOL DUAL CREDIT PROGRAM**  
**BETWEEN**  
**UNIVERSITY OF LOUISVILLE**  
**AND**  
**JEFFERSON COUNTY BOARD OF EDUCATION**  
**2021-2022**

**Introduction and Purpose**

The Dual Credit Program, as set forth in this Memorandum of Agreement (Agreement), provides post-secondary education credit for students who complete coursework designated as dual credit by the University of Louisville (U of L) and the Jefferson County Board of Education, doing business as the Jefferson County Public Schools (JCPS). Established to promote U of L's mission and to maintain its commitment to community development, the U of L dual credit program cultivates partnerships with area schools to provide high quality, college-level educational experiences for high school students. The parties agree to work together to ensure program equity and quality. To that purpose, a steering committee comprising both U of L and JCPS personnel will oversee the program's operation.

Per Kentucky of Department of Education (KDE) website, in Dual Credit, a student is enrolled in a course which allows him/her to earn high school credit and college credit simultaneously. This course may be taught on a college campus or on a high school campus, but it will be in conjunction with a college or university. Dual credit courses must comply with KRS 158.007(8) which defines dual credit as "a college-level course of study developed in accordance with KRS 164.098 in which a high school student receives credit from both the high school and postsecondary institution in which the student is enrolled upon completion of a single class or designated program of study."

This Agreement specifies student eligibility, faculty credentialing, eligible courses, credits, withdrawal procedures, grading, program evaluation, and costs.

**Non-discrimination and Individual Education Plan**

Neither party shall discriminate against any student, instructor, employee or other person because of race, color, national origin, age, religion, marital or parental status, political status, political affiliation or beliefs, sex, sexual orientation, gender, identity, gender expression, veteran status, genetic information, or disability.

Per Federal guidelines, students with an Individual Education Plan (IEP) will receive documented services when taking Dual Credit courses on the high school campus with a high school instructor. Students taking courses at U of L will be connected to the Disability Resource Center.

## Agreement

### 1. Student Eligibility

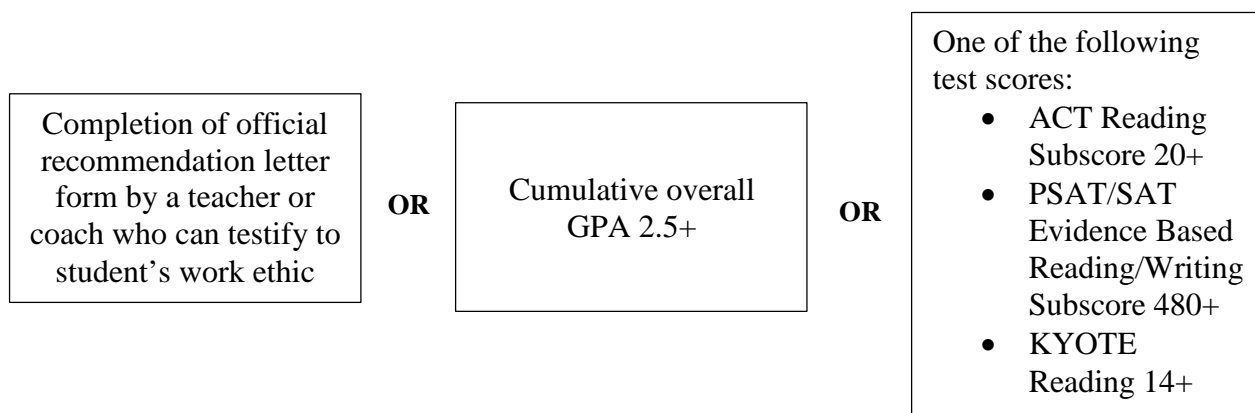
To enroll in the dual credit program, the student must be a high school junior or senior, unless an exception is approved by the appropriate U of L academic department chair or the Program Director for Dual Credit and meet the requirements for admission as set forth below based on the course the student will enroll in. Participation in dual credit classes, however, does not guarantee student acceptance to U of L after graduation from high school.

#### A. English

The English Department offers three courses for dual credit:

- ENG101 (Introduction to College Composition)
- ENG 102 (Intermediate College Composition)
- ENG202 (Introduction to Creative Writing)

Students enrolling in dual credit courses with U of Lin English must be entering 11th or 12th grade and must have a 3.0 cumulative English GPA. They must also satisfy one of the following criteria:



To qualify for UL DC English, a student needs a cumulative English GPA of 3.0 (freshmen, sophomore and first semester of junior year) or higher AND meet one (1) of the secondary requirements. Students only need to have a teacher or coach fill this out if they DO NOT have a 2.5 cumulative overall GPA or an ACT Reading Subscore 20+. The teacher or coach should make a copy of the form. Completed forms need to be shared with the dual credit teacher.

## B. Math

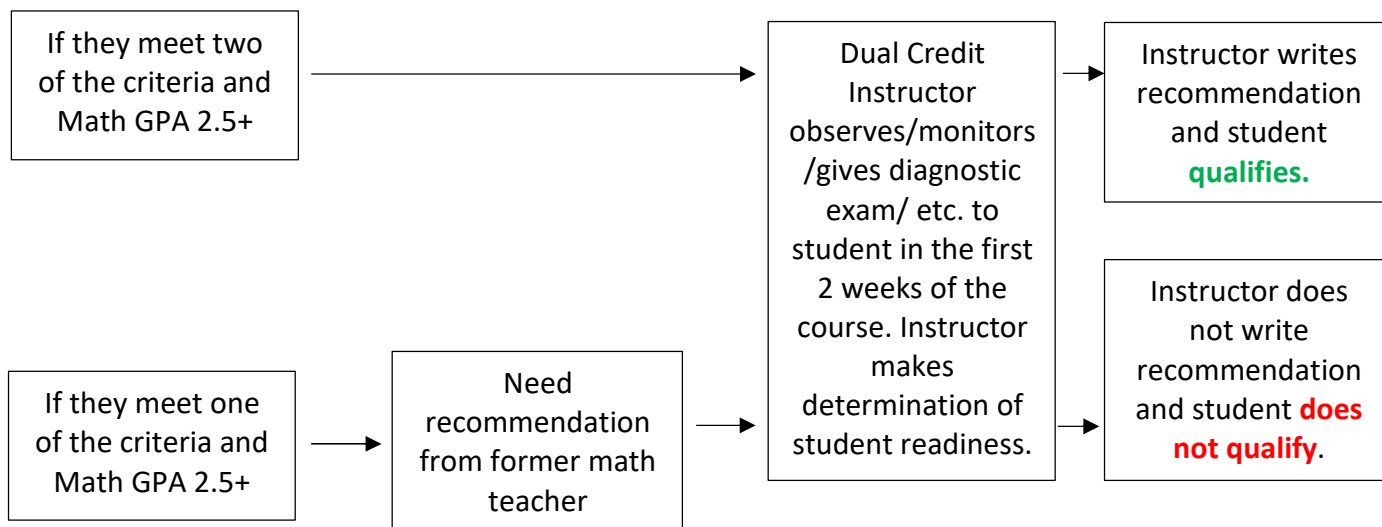
The Mathematics Department offers three courses for dual credit:

- MATH109 (Elementary Statistics)
- MATH 111 (College Algebra)
- MATH190 (Precalculus)

Students enrolling in dual credit courses with U of L in Mathematics must be entering 11th or 12th grade and automatically qualifies for Dual Credit Mathematics if they meet the following three criteria:

2. Cumulative GPA 3.0+
3. Math GPA 3.0+ (just check transcripts for A/Bs in math courses)
3. One of the following test scores:
  - For Math109 (Statistics) & Math111 (College Algebra):
    - ACT Math Subscore 21+
    - PSAT/SAT Math Subscore 500+
      - PSAT scores do not appear on transcripts; Please send to Dual Credit Coordinator separately
    - For 111: KYOTE Math 14+ or ALEKS 46+
  - For Math190 (PreCalculus):
    - ACT Math Subscore 23+
    - PSAT/SAT Math Subscore 540+
      - PSAT scores do not appear on transcripts; Please send to Dual Credit Coordinator separately
    - Passing grade in Math111

A student can seek alternative qualification utilizing the below requirements if they don't meet the necessary GPA or test scores. However, please note that a student does not qualify if the Math GPA is below 2.5 (Cs or below in more than one math course).



### **C. Pan-African Studies**

The Pan-African Studies Department offers one course for dual credit:

- PAS 200 (Introduction to Pan-African Studies)

Students enrolling in dual credit courses with U of L in Pan-African Studies must have a 2.0 cumulative GPA. If the student does not meet the GPA requirement, alternative admissions standards can be determined by the instructor, Department and the Dual Credit Program Director.

### **D. Communications**

The Communications Department offers two courses for dual credit:

- COMM 111 (Introduction to Public Speaking)
- COMM 112 (Business and Professional Speaking)

Students enrolling in dual credit courses with U of L in Communications must have a 2.5 cumulative GPA. If the student does not meet the GPA requirement, alternative admissions standards can be determined by the instructor, Department and the Dual Credit Program Director.

### **E. Fine Arts**

The Fine Arts Department offers one course for dual credit:

- ARTH 203 (Introduction to Art)

Students enrolling in dual credit courses with U of L in Fine Arts must have a 2.5 cumulative GPA. If the student does not meet the GPA requirement, alternative admissions standards can be determined by the instructor, Department and the Dual Credit Program Director.

### **F. Humanities**

The Humanities Department offers one course for dual credit:

- HUM 152 (Cultures of America)

Students enrolling in dual credit courses with U of L in Humanities must have a 2.5 cumulative GPA. If the student does not meet the GPA requirement, alternative admissions standards can be determined by the instructor, Department and the Dual Credit Program Director.

### **G. Sustainability**

The Sustainability Department offers one course for dual credit:

- SUST 101 (Introduction to Sustainability)

Students enrolling in dual credit courses with U of L in Sustainability must have a 2.5 cumulative GPA. If the student does not meet the GPA requirement, alternative admissions standards can be determined by the instructor, Department and the Dual Credit Program Director.

### **H. History**

The History Department offers four courses for dual credit:

- HIST 101 (History of Civilizations I)
- HIST 102 (History of Civilizations II)
- HIST 104 (American History I)
- HIST 105 (American History II)

Students enrolling in dual credit courses with U of L in Communications must have a 2.5 cumulative GPA. If the student does not meet the GPA requirement, alternative admissions standards can be determined by the instructor, Department and the Dual Credit Program Director.

## **2. Teacher/Instructor Eligibility**

High school faculty will submit transcripts and curriculum vitae to U of L for approval of qualifications to teach dual credit courses. The qualifications for teaching these courses will be the same as those required for teaching the campus-based sections of the same course.

A secondary school teacher desiring to offer courses for dual credit through U of L must have a Master's degree in the content area or a Master's degree in any area with at least eighteen (18) credit hours in the content to be taught. The teacher must be approved as an adjunct instructor for U of L by the chairperson of the department in which the course is offered, before the teacher may teach a certified dual credit course. In addition, those who wish to teach English 101 must take English 602, and they must also participate in a U of L designed orientation prior to offering a course.

Secondary school teachers also must be willing to have their work reviewed by a U of L coordinator and/or faculty member on a regular basis. This review will include observation of the dual credit classroom, curriculum review, and a sampling of their students' work, and prior approval of final exams. JCPS teachers who become adjunct instructors in order to teach dual credit courses may receive tuition remission for themselves as funds are available. Dual credit instructors and students, as well as administrators and counselors, should become familiar as soon as possible with the university, department, and program policies and guidelines that are associated with the particular course they are teaching, taking, or administering with the understanding that all parties are subject to those same policies and guidelines.

\* All Pan-African Studies instructors outlined in the attached Addendums will work as co-instructors in conjunction with Dr. Ricky Jones as the instructor of record. These instructors will not be qualified as adjunct authorized.

## **3. University Redbook Sec. 2.5.1 Academic Policy-Statement of Academic Freedom**

The following U of L academic policy, as set forth in Section 2.5.1 of the University of Louisville Redbook, will apply to dual credit instructors and students with regard to their participation in U of L dual credit courses:

Academic institutions in a democratic society exist for the pursuit of truth, the development and conservation of knowledge, the transmission of learning, and the enhancement of the general well-being of such society. Free inquiry and free expression are indispensable to the attainment of these goals. The University of Louisville is, therefore, committed to protecting the academic freedom of all members of the University community.

Freedom to learn and freedom to teach are inseparable facets of academic freedom. Students have a right to their own views on matters of opinion, rather than fact, and a right to express those views in appropriate ways without fear of arbitrary reaction or improper disclosure of such opinions outside the classroom.

Teachers are entitled to full freedom in research, publication, academic evaluation, and classroom expression. Academic freedom carries the corresponding responsibilities to be thoroughly prepared and well informed in their fields of knowledge and to be scrupulous in distinguishing between personal and professional judgments and between fact and opinion.

Membership in the academic community imposes on students, faculty, staff, administrators, and trustees of the University an obligation to adhere to standards of academic honesty, to respect the dignity of others, to acknowledge their right to express differing opinions, and to foster and defend intellectual honesty, freedom of inquiry and instruction, and free expression both on and off the campus.

#### **4. Curriculum**

Courses offered through the dual credit program will present a rigorous curriculum and will introduce qualified students to college-level work for which they may earn both high school and college credit. Course material, textbooks, and assignments will follow the U of L course design, objectives, and assessment outcomes. Curriculum alignment before instruction begins will ensure that the dual credit teacher is able to cover both U of L and high school core content in the chosen course. U of L faculty reserves the right to determine which courses are eligible for dual credit and what course content should be covered. JCPS shall determine whether and how the JCPS high school will count the dual credit course with respect to graduation requirements.

#### **5. Credit**

Students enrolling in and completing a dual credit course will obtain a college transcript. The grade will be automatically recorded on their student record at U of L. The student must request a copy of his/her transcript to forward the grade to another college or university. U of L has articulation agreements with most other public institutions in Kentucky to accept dual credit coursework. Students should check with colleges or universities outside Kentucky to determine if they will accept U of L dual credit courses.

#### **6. Withdrawal from Course**

If a participating student is not able to successfully complete the required coursework, the student may submit a letter requesting to be withdrawn from the course as long as it is within program defined deadlines. A "W" will appear on the student's record at U of L, but this will not affect his/her U of L grade point average. Reimbursements of course fees follow the U of L schedule. Students who want to withdraw after the defined deadlines must petition the respective U of L department.

The effective withdrawal date is the date on which the withdrawal is processed in the Student Records System. This date is used in calculating any applicable reimbursement. The instructor will give the student a grade based on their class records or the grade will revert to an "F" without proper withdrawal from the class.

## **7. Grading**

All U of L academic courses will become part of the student's permanent record at U of L. Student records generated pursuant to this Agreement will be retained and disseminated, including any exchange between U of L and JCPS, in accordance with the Family Educational Rights and Privacy Act. Only students will be allowed access to their own college grades and records. To obtain a student's college grades or records, parents/guardians must have a release form completed and signed by the student.

Students will receive grades for dual credit based on the U of L grading scale. High school teachers will communicate this grading scale to students, parents, and the school community on a routine basis. The grading scale should appear in the course syllabus and be posted in the classroom. High school credit will also be awarded by the JCPS high school upon successful completion of the course requirements.

If a student is taking a class at their high school, the high school teacher is required to report the student's final grades to U of L. If the student is taking classes at U of L, then U of L is required to submit a final grade report to the high school.

## **8. Program Evaluation and Follow Up**

High school faculty teaching dual credit courses will be evaluated consistent with the manner in which U of L evaluates its instructors. Classroom visits by U of L dual credit personnel and faculty will provide one avenue for ensuring that instructors teach appropriate content at appropriate levels for college credit. Student portfolio review will also provide a means for determining content coverage and student mastery of that content.

A key component of program evaluation is determining participant access to post-secondary education after high school, as well as student success with their pursuit of post-secondary education. The program's continuance will depend, in part, on the results of data, including rates of transition to post-secondary education and the number of students who require preparatory classes before pursuing additional coursework.

## **9. Tuition and Fees**

Students will be responsible for course tuition costs. Tuition may vary from year-to-year in accordance with regular tuition increases. U of L dual credit course tuition rate is 2/5 the Kentucky Community and Technical College System (KCTCS) hourly tuition rate.

Students may be eligible for the Kentucky Dual Credit Scholarship. Eligible students may receive a scholarship for up to two classes. This program is administered by the Kentucky Higher

Education Assistance Authority (KHEAA). In the case where a dual credit scholarship student does not successfully complete a course, U of L will waive the tuition costs.

Students eligible for the JCPS free and reduced lunch program may have tuition waived for students' classes not covered by the Kentucky Dual Credit Scholarship. Such students must provide documentation that they are eligible for free and reduced lunch program when they submit their registration forms at the beginning of the semester. University scholarships and other waivers may be provided on a case-by-case basis for students who do not qualify for free and reduced lunch. It is the student's responsibility to pay for textbooks and other supplies.

Students whose accounts are not paid by the established semester deadlines may be subject to financial penalties and may have a financial hold placed on their records at U of L. Students placed on financial hold become ineligible for further registration and transcripts will not be released until the student account is paid in full. A late payment fee of \$50.00 may be assessed when student accounts are not paid by the last day to drop/add for the semester. A return payment fee of \$25.00 may be assessed when payment is not honored by the bank on which it was drawn. If restitution is not made within 10 days of notification, the student may be subject to financial penalties and/or legal action.

Debtors who do not make satisfactory payment arrangements on their past due accounts may have their accounts placed with a billing service. If not paid through the billing service, the unpaid account may be forwarded to a collection agency. It is the policy of U of L that unpaid accounts will be assessed the costs and expenses of collection, including attorney fees.

## **10. Term and Review**

This Memorandum of Agreement shall be effective when it has been signed by both parties below, and shall have an initial term that shall expire on June 30, 2022. This Agreement shall be reviewed and renewed annually in writing by both parties, unless otherwise terminated as set forth below. Any revisions to this Agreement must be made in writing and signed by both parties. Either party may terminate the Agreement at the time of the annual renewal provided that the party desiring to terminate has given written notice of intent to do so at least ninety (90) days in advance of the then-current term.

## **11. Miscellaneous**

This Agreement is the entire agreement between JCPS and U of L and supersedes any and all agreements, representations and negotiations, either oral or written, between the parties regarding the subject matter herein. If any part of this Agreement is held to be void, against public policy or illegal, the balance of this Agreement shall continue to be valid and binding. No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of this Agreement. In carrying out their responsibilities, the parties shall remain independent contractors, and nothing herein shall be interpreted or intended to create a partnership, joint venture, employment, agency, franchise or other form of agreement or relationship. This



Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

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2021-2022**

In testimony thereof, witness the duly authorized signatures of the parties here to:

**JEFFERSON COUNTY BOARD OF EDUCATION**

\_\_\_\_\_  
Marty Pollio, Ed.D.  
Superintendent

\_\_\_\_\_  
Date

**UNIVERSITY OF LOUISVILLE**

\_\_\_\_\_  
Lori Gonzalez, Ph. D  
Executive Vice President and University Provost

\_\_\_\_\_  
Date