

Memorandum of Agreement
between
Jefferson County Public Schools
and
University of Louisville
College of Business

This Memorandum of Agreement (MOA) sets forth the terms and understanding between Jefferson County Public Schools (JCPS) and the University of Louisville College of Business (College of Business).

Introduction and Purpose

Per Kentucky 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."

Providing secondary students dual credit opportunities is a proven educational strategy with the capacity to complement educational initiatives targeting secondary students. Effective dual credit systems have impacts both at the secondary and postsecondary levels and provide the opportunity for collaboration between secondary and post-secondary institutions.

The purpose of this program is to provide college credit to students participating in the CTE Business Pathway by completing courses identified as part of the Cardinal Bridge Academy. This partnership creates an opportunity for JCPS high school students to take part in a rigorous, research-based business administration 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 be eligible for the High School Dual Credit program, ALL students must meet the following requirements:

- a) Completion of Cardinal Bridge Academy application
- b) High school junior or senior classification
- c) Interest in studying business
- d) Minimum cumulative GPA of 2.5
- e) 95+% attendance rate
- f) Record of good conduct
- g) Teacher endorsement
- h) Writing sample
- i) Parent Financial Agreement form submitted virtually
- j) Student Financial Agreement form submitted virtually

*University of Louisville Application fees will be waived for all Dual Credit students

**If a prospective student does not meet the minimum criteria of the program, the student can be considered for admission IF the appropriate school official recommends the student for the program.

Students who receive a 3.0 cumulative GPA and complete at least 6 credit hours as aligned with the Cardinal Bridge Academy course offerings will be given direct admission to the College of Business upon applying as a freshman student.

2. Approved Courses

The UofL College of Business and JCPS will work together to provide post-secondary opportunities for students enrolled in the Cardinal Bridge Academy. Students completing this program can earn up to 33 credit hours of college credit. The following courses are approved to be offered as dual credit between the UofL College of Business and JCPS:

UofL Course Number	Credit Hours	Course Title	KDE state code
ACCT 201	3	Principles of Financial Accounting	Accounting & Finance Foundations 060122
ACCT 202	3	Principles of Managerial Accounting	Advanced Accounting 070125
CIS 205	3	Information Systems in Organizations	Digital Literacy 060112
CIS 305	3	Data Analysis for Decision-Making	Microsoft Office Specialist 070750
CLAW 301	3	Legal Environment of Business	Business Law 060121
COMM 112	3	Business and Professional Speaking	Business Communications 060155
FIN 201	3	Money Management and Personal Finance	Personal Finance 060170 (CTE Credit) & 080719 (Math and CTE Credit)
MKT 301	3	Principles of Marketing	Marketing Principles 080716
MGMT 301	3	Management and Organizational Behavior	Intro to Management 060411

Additional courses, that qualify as Cardinal Core courses, may be offered for college credit. In this program students may be permitted to enroll in dual credit or college credit courses not to exceed 33 dual or college credit hours.

3. Teacher/Instructor Eligibility

Students will attend classes at their local public high school instructed asynchronously by UofL faculty members, synchronously by credentialed high school instructors or a combination of both.

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.

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.

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 withdraw from the course in adherence to university withdrawal 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 follow the College of Business Late Withdrawal Policy.

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, instructed by the high school teacher, the high school teacher is required to enter grades into the U of L system. If the student is taking classes at their high school, instructed by a U of L faculty member, the U of L faculty member is required to enter final grades into the U of L system.

In any instance that a student is granted an extension on completing their work and is given an "Incomplete", it is the responsibility of the instructor to adhere to the university policy and timeline for updating the student's grade. Failure to do so will result in the default grade of an "F".

8. Unsuccessful Students

An "unsuccessful student" is defined as one that fails the course or withdraws after the deadline. If a student is unsuccessful once, they will be placed on probation within the program. If the student is unsuccessful a second time they will be dismissed from the program.

Postsecondary institutions will be allowed to keep 50% of the amount disbursed for a course that is not successfully completed for students who are part of the Dual Credit Scholarship. For Dual

Credit Scholarship students, U of L will not charge JCPS the remaining 50% tuition for unsuccessful students.

Students/families will be responsible for paying tuition rate ceiling, equal to two-fifths (2/5) of KCTCS tuition rate per credit hour for a course that is not successfully completed for students who are not being awarded a KHEAA Dual Credit or Work Ready Scholarship .

9. Reporting

An evaluation of effectiveness and adherence to the agreement will be conducted jointly by the Jefferson County Public Schools and The University of Louisville, College of Business and its governing entity.

10. 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).

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

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.

Dual Credit Scholarship (DCS) Requirements

According to KRS 164.786, KHEAA (Kentucky Higher Education Assistance Authority) Dual Credit Scholarship administration for School Year (SY) 2021-22 is as follows:

- Only juniors and seniors are eligible to apply for the KHEAA Dual Credit Scholarship (DCS).
- Charge no more than the dual credit tuition ceiling rate, which is 2/5 of the KCTCS hourly tuition rate (\$72 per credit hour), for all dual credit courses taken by Kentucky high school students regardless of scholarship eligibility
- There is no guarantee all students will receive a KHEAA DC scholarship next year. KHEAA Scholarship awards are based on available funding by KHEAA. Seniors will receive award priority before juniors.
- Students must be admitted to the postsecondary institution before KHEAA scholarship payment is made.
- Kentucky Higher Education Assistance Authority (KHEAA) will be disbursing funds directly to the participating postsecondary institutions upon receipt of student enrollment each semester.
- KHEAA Scholarship students cannot be charged additional fees – only the discounted tuition rate for their dual credit course.
- Students cannot be charged when a course is not successfully completed.
- Postsecondary institutions will be allowed to keep 50% of the amount disbursed for a course that is not successfully completed.
- High schools will be reporting information to KHEAA that identifies students scheduled to take dual credit.
- The deadline for reporting 2021-22 data will be mid-semester.

In case of any contradiction between the terms of this Agreement and Kentucky law on dual credit programs, Kentucky law shall control.

Work Ready Kentucky Dual Credit Scholarship Requirements

- A high school student must:
 - Be a Kentucky resident
 - Be enrolled in a Kentucky high school
 - Not be eligible for, or have exhausted eligibility for, the Dual Credit Scholarship program
 - Be enrolled, or accepted for enrollment in, an approved dual credit course at an eligible institution
 - Approved dual credit courses for the Work Ready Kentucky Scholarship are limited to Career and Technical Education coursework that is in a career pathway approved by the Kentucky Department of Education as leading to an industry-recognized credential.
- Application:
 - The student's high school will send information to KHEAA identifying the students who enrolled in Career and Technical Education coursework. KHEAA will, in turn, contact students to have them submit their preferences for college and semester of scholarship use.
 - Funds are awarded on a first-come, first-served order based on the date students submit their scholarship preferences.

- Award:
 - Equal to the dual credit course amount charged by an eligible college or university
 - Limited to two dual credit courses
- Participating colleges and universities have agreed to:
 - Charge no more than the dual credit tuition ceiling rate, which is 2/5 of the KCTCS hourly tuition rate (\$72 per credit hour), for all dual credit courses taken by Kentucky high school students regardless of scholarship eligibility
 - Charge no additional fees to dual credit students including, but not limited to, lab fees, special equipment and admission/application fees.
- Eligibility limit:
 - Expires when the first of the following conditions is met:
 - Receipt of scholarship funding for four academic terms;
 - Receipt of the scholarship for 60 credit hours of enrollment;
 - Receipt of a first associate's degree

10. Course Materials

The high school textbooks will be provided by the College of Business. If any additional needs arise for materials, the instructor will consult with the College of Business.

11. Responsibilities and Expectations

UofL College of Business

College of Business designates a faculty/staff member to be the liaison with JCPS to ensure compliance with this agreement when the instructor of record is a credentialed high school teacher. This person will:

- Provide copies of UofL syllabi for the courses being offered
- Provide reference to free resources for teachers to supplement instruction for courses being offered
- Review teacher transcripts and CV/Resumes to determine eligibility for part-time instructor.

Jefferson County Public Schools

Upon participation in this program, the high school will appoint a liaison to work directly with the Program Director for the Cardinal Bridge Academy. This person will:

- Oversee teacher credentials and ensure that instructors in the business pathway meet the Southern Association of Colleges and Schools (SACS) credentialing requirements.
- Communicate and work with College of Business personnel to ensure all aspects of this agreement are met.
- Ensure courses are aligned with Cardinal Bridge Academy courses and content required to be eligible for the DCS.

University of Louisville Faculty

The U of L faculty member associated with each course will:

- Provide asynchronous instruction of course as outlined in the approved course syllabus
- Collaborate with high school teacher liaison to deliver course and provide student support

- Participate in Cardinal Bridge Academy scholar orientation activities
- Maintain up-to-date grades in Blackboard, viewable to all administrative course participants
- Ensure that high school teacher liaison, high school administration, and Cardinal Bridge Academy director are added to course in Blackboard before the first day of the course
- Routinely meet with high school teacher liaison throughout the term, as determined by UofL faculty and teacher liaison, if applicable
- Coordinate any synchronous learning opportunities between self, high school teacher liaison, and students as needed
- Attend monthly program cross-functional meetings

High School Teacher as Lead Teacher

A high school teacher that is the lead teacher will:

- Use articles or reference materials recommended by UofL College of Business faculty.
- Utilize the College of Business approved syllabus for instruction of each offered course
- For each student engaging in dual credit courses, the teacher will communicate with each student the following responsibilities:
 - Students will meet all course requirements outlined in the syllabus.
 - Students will complete the online University application for Admission.
 - Students will submit to UofL the Academic and Financial Policy Student/Parent Agreement.
 - Student may withdraw from dual credit courses up until the University of Louisville withdrawal deadline found at <http://louisville.edu/registrar/calendars>. DCS grade report will reflect "W" indicating course withdrawal.
 - Students enrolled in dual credit course not covered by the KHEAA Dual Credit Scholarship (DCS) or the Work Ready Kentucky Scholarship (WRKS) will be responsible for payment of tuition charges not to exceed the Dual Credit Tuition Rate Ceiling, equal to one-third (1/3) of the University of Louisville in-state tuition rate per credit hour.
- Attend monthly program cross-functional meetings as appropriate

High School Teacher as Liaison

A high school teacher serving in the role as the liaison who works jointly with a U of L faculty member will:

- Serve as support instructor to UofL faculty of record
- Provide synchronous time for students to complete assignments and receive support
- Responsible for remediation, extension, and daily student support
- Coordinate any synchronous learning opportunities between UofL faculty and students as needed
- Routinely meet with UofL faculty throughout the term, as determined by UofL faculty and teacher liaison
- Monitor student progress in course through Blackboard sponsored account
- Provide proactive advising and support to all students
- Communicate with school leadership, UofL faculty, and program director about student progress and concerns

- Attend monthly program cross-functional meetings as appropriate

12. Funding

MOA is not a commitment of funds.

13. 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.

14. Miscellaneous

JCPS acknowledges that the University of Louisville is obligated to comply with the Family Educational Rights and Privacy Act ("FERPA"). JCPS shall not use or disclose data/information received by JCPS or disclosed to JCPS that is defined as an educational record by FERPA, except as necessary to provide the services to/perform the activities for the University of Louisville and any individuals (e.g. employees) of the University (or to any other party that satisfies the definition of "School Officials" with a "legitimate education interest" as those terms are defined in FERPA with written approval by the University) in connection with the Cardinal Bridge Academy. The nature of the services/activities being conducted under this Agreement are such that JCPS is considered as a "School Official" (as that term is defined in FERPA) with a "legitimate educational interest" in having access to these educational records that are protected by FERPA and, therefore, JCPS agrees that, with respect to these education records that are protected by FERPA that the JCPS accesses, receives, stores, or controls, JCPS will comply with all obligations that FERPA imposes on a "School Official". JCPS will use these educational records only for fulfilling its duties under this Agreement.

To the extent JCPS receives Personal Information as defined by and in accordance with Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931-934 (the "Act"), JCPS shall secure and protect the Personal Information (and ensure the same of its agents or subcontractors having access to the Personal Information) by, without limitation: (i) complying with all requirements applicable to non-affiliated third parties set forth in the Act; (ii) utilizing security and breach investigation procedures that are appropriate to the nature of the Personal Information disclosed, at least as stringent as JCPS uses to protect its own confidential information, and reasonably designed to protect the Personal Information from unauthorized access, use, modification, disclosure, manipulation, or destruction and that meet industry standard practices for protecting Personal Information from unauthorized access, use, modification, disclosure, manipulation, or destruction; (iii) notifying the University of Louisville of a security breach as specified at <http://louisville.edu/security/incident-reporting-and-response/vendor-external-party-incident-reporting/> relating to Personal Information in the possession of JCPS or its agents or subcontractors within seventy-two (72) hours of discovery of an actual or suspected breach unless the exception set forth in KRS 61.932(2)(b)(2) applies and

JCPS abides by the requirements set forth in that exception; (iv) paying all costs of notification, investigation and mitigation in the event of a security breach of Personal Information caused by the actions or inactions of JCPS (“NIM Costs”); (v) cooperate with the University of Louisville in complying with the response, mitigation, correction, investigation and notification requirements of the Act including undertaking a prompt and reasonable investigation of any security breach; and (vi) at the University of Louisville’s discretion and direction, handling all administrative functions associated with notification, investigation and mitigation, in accordance with the Act’s requirements.

Contact Information

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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. Jefferson County Public Schools faculty and staff who participate in this program shall remain employees of Jefferson County Public Schools.

Neither Jefferson County Public Schools nor College of Business assumes any liability arising from the acts or omissions of the other party.

The parties agree not to assign this Agreement without the prior written consent of the other party.

This Agreement may only be amended by a writing signed by the parties.

This Agreement embodies the entire agreement and understanding of the parties hereto in respect of the subject matter hereof. This Agreement supersedes all prior agreements and understandings between the parties with respect to the transactions contemplated hereby.

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

Secondary Institution: Jefferson County Public Schools

Marty Polio, Superintendent

Date: _____

Postsecondary Institution: University of Louisville

Lori Gonzalez, Executive Vice President
and Provost

Date: _____

Recommended By:

Todd Mooradian, Dean, College of Business

Date: _____

[1] "Personal Information" is defined in accordance with KRS 61.931(6) as "an individual's first name or first initial and last name; personal mark; or unique biometric or genetic print or image, in combination with one (1) or more of the following data elements:

- a) An account, credit card number, or debit card number that, in combination with any required security code, access code or password, would permit access to an account;
- b) A Social Security number;
- c) A taxpayer identification number that incorporates a Social Security number;

d) A driver's license number, state identification card number or other individual identification number issued by an agency;

e) A passport number or other identification number issued by the United States government; or

f) Individually Identifiable Information as defined in 45 C.F.R. sec. 160.013 (of the Health Insurance Portability and Accountability Act), except for education records covered by the Family Education Rights and Privacy Act, as amended 20 U.S.C. sec 1232g.”

[1] Per KRS 61.931(5), a “non-affiliated third party” means “any person or entity that has a contract or agreement with the Commonwealth and receives (accesses, collects or maintains) personal information from the Commonwealth pursuant to the contract or agreement.”