



DUAL CREDIT ACADEMIC AGREEMENT
Memorandum of Agreement Between
Eastern Kentucky University and
Powell County Schools the Partner Institution for ECU Dual Credit

I. Purpose

The purpose of this Memorandum of Agreement (MOA) is to assign the responsibilities of the agreement's designated parties and to outline the conditions of a curricular partnership between Eastern Kentucky University (EKU or University) and **Powell County Schools**, herein referred to as the Dual Credit Partner, involving participation in the ECU Dual Credit Program.

ECU is a Participating Postsecondary Institution (PPI) in the KY State Dual Credit Scholarship Program.

II. Admission

All students participating in the ECU Dual Credit Program will be admitted to the University based on the admission requirements for dual credit as specified in the current ECU Undergraduate Catalog which is updated periodically and published on ECU's website.

Students must voluntarily apply for and be accepted into the ECU Dual Credit Program, meet the course criteria, and be enrolled in the ECU course during the defined term enrollment period to receive both high school and ECU college credit for the course(s). Students who are not enrolled as an ECU Dual Credit Program student may participate in a classroom where an ECU course curriculum is taught onsite by an ECU Dual Credit Instructor at the Dual Credit Partner with prior approval by ECU.

III. Advising of Students.

ECU is responsible for advising students regarding ECU courses and how they apply to ECU's General Education program and programs of study.

Any financial obligations incurred by the student (e.g. unpaid parking tickets, unpaid fines, etc.) will result in a financial hold being placed on the student account. This type of hold may impact the students' ability to register for future courses and receive academic transcripts. Holds cannot be released until such obligations are met.

The Dual Credit Partner is solely responsible for ensuring the fulfillment of state-mandated educational requirements for completion of high school and the completion of a high school diploma. The Dual Credit Partner is also solely responsible for implementing any other legal mandates that may be applicable to secondary schools but with which ECU, as a post-secondary institution, is not legally bound to comply.

IV. Enrollment in Courses

The number of courses in which a student may enroll, course availability and location(s), and required course prerequisites are specified in the current ECU Undergraduate Catalog in effect at the time of enrollment and published on ECU's website.

Enrollment requirements and process details can be found on the ECU Dual Credit Program website (ecu.edu/dualcredit) or in the ECU Dual Credit Policy & Procedure—available upon request.

The Dual Credit Partner agrees that ECU Dual Credit Program students must adhere to the add/drop/withdraw procedures for dropping/withdrawing ECU Dual Credit Program courses as outlined in the ECU Dual Credit Policy & Procedure. Specific dates, policies, and procedures will be communicated to the Dual Credit Partner and ECU Dual Credit Program students ahead of each term.

ECU Dual Credit Program student registration in any ECU course is not guaranteed and is based upon course availability.

V. Faculty

ECU ensures appropriate faculty qualifications for those who provide instruction for ECU Dual Credit Program courses. These faculty members, named ECU Dual Credit Instructors, possess the same academic credentials and/or documented professional experience required by ECU of all of its faculty.

Furthermore, ECU reserves the right to cancel an ECU Dual Credit Program course or discontinue the services of a specific faculty member if that faculty member fails to meet academic expectations (e.g., academic outcomes, academic oversight requirements, professional development requirements, etc.).

The Dual Credit Partner agrees to grant ECU access to ECU Dual Credit Program classrooms for evaluation purposes.

At the start of each academic year, ECU Dual Credit Instructors located in the Dual Credit Partner will be required to review, sign, and return an ECU Dual Credit Instructor Assurances form. This form will list responsibilities, guidelines, and other important information ECU Dual

Credit Instructors will adhere to while teaching a dual credit course. The ECU Dual Credit Office will email the form and collect all forms.

VI. Program Curriculum and Assessment

ECU is solely responsible for the development of the curriculum for courses provided for University credit, including ECU Dual Credit Program courses. Therefore, all ECU Dual Credit Program courses must use the syllabus, textbook, and assessments as determined by ECU.

Per the Kentucky Dual Credit policy, enacted by the Kentucky Council on Postsecondary Education (CPE), “The postsecondary institution’s grading policy will apply to dual credit courses and be used by the secondary school awarding credit.”

VII. Tuition, Fees, and Financial Aid

ECU Dual Credit Program students are permitted to enroll in courses at ECU according to the tuition rate specified for the academic year, in accordance with the Kentucky State Dual Credit Scholarship Program administered by the Kentucky Higher Education Assistance Authority (KHEAA).

ECU Dual Credit Program students are not eligible for the ECU BookSmart Program and are responsible for the cost of textbooks (digital or hard copy), course materials and parking permits, if applicable, as well as any other fees (e.g., parking tickets, late fees, etc.) that accrue. An ECU Dual Credit Program student who fails to pay a bill in full when due may be subject to registration and transcript holds, which prevent students from registering for any course at ECU until the account is brought up to date.

Federal and State financial aid, beyond the KY State Dual Credit Scholarship and Work Ready Scholarship through KHEAA, is not available to ECU Dual Credit Program students.

Students' financial aid eligibility, upon entering college as freshmen, may be adversely affected by substandard grades earned during enrollment in the ECU Dual Credit Program.

VIII. FERPA

In that this agreement establishes a partnership with the Dual Credit Partner, it is understood that ECU can communicate the following student information to the Dual Credit Partner or designee(s) with no violation of the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. 1232g(a)(2) and 34 CFR 99.20-99.22, and the comparable Kentucky state law at KRS 164.282:

1. Student academic information as it pertains to ECU Dual Credit Program enrollment, including but not limited to dual credit enrollment details, course progress reports, midterm grades, and final grades; and

2. Student financial information as it pertains to ECU Dual Credit Program enrollment, including but not limited to the status of KHEAA Dual Credit Scholarships and Work Ready Dual Credit Scholarships and student financial account information including account balances and statement details.

The ECU Dual Credit Program will provide a reminder to ECU Dual Credit Program students each semester of their FERPA rights and any releases of information permitted by the terms of this MOA.

In addition to appointing credentialed high school instructors as ECU faculty, ECU reserves the ability to appoint personnel or other officials recommended by the Dual Credit Partner to the Dual Credit Observer role in the University's Learning Management System (LMS). The Dual Credit Partner will adhere to ECU standards regarding LMS roles and practices as outlined in the ECU Dual Credit Policy & Procedure.

Furthermore, ECU reserves the right to cancel a Dual Credit Observer's access or discontinue the services of a specific observer if that observer fails to meet expectations relating to, for example, privacy, agreement to non-instruction of ECU curriculum, etc.

Due to FERPA, ECU cannot release non-directory information, as established by FERPA and defined by ECU, to parents or guardians unless given written permission from the ECU Dual Credit Program student via Parent Proxy setup. Parents and guardians given access will receive login instructions to myECU and, thereafter, can setup a passphrase adherent to FERPA guidelines in order to continue viewing the screens that the ECU Dual Credit Program student has given them permission to access. Records transmitted from ECU to the Dual Credit Partner may be reviewed by a parent/guardian according to the Dual Credit Partner's own policies and procedures without the need for proxy access.

IX. Student Support and University Awareness

At an agreed-upon time and date midway through each ECU Dual Credit course, the Dual Credit Partner agrees to provide ECU the opportunity to meet with ECU Dual Credit Program enrolled students to promote University support services, provide additional information about ECU's programs and offerings, and to answer questions about ECU's Dual Credit Program and the University.

X. Grievances

Grievances regarding any aspect of the ECU Dual Credit Program will be addressed to ECU and handled by adherence to ECU's policies.

XI. Additional Terms of the MOA

1. This MOA is in effect from the date last signed by the duly designated officers of both parties for a period of three (3) years.
2. Official copies of all agreements involving academic credit shall be maintained in the ECU Office of the Provost.
3. The parties acknowledge that, for example, changes in ECU policy or the Dual Credit Partner policy may require a renegotiation of terms and conditions prior to expiration. The terms and conditions of this MOA may only be amended by mutual written consent of both parties.
4. Either party may terminate this MOA with adequate notice. Adequate notice is defined as providing sufficient time to implement the teach-out agreement outlined below. Termination of the MOA may occur if changes in any of the following make it impossible to continue cooperatively offering courses: the mission of either ECU or the Dual Credit Partner, funding, state or federal regulations, or policies of accrediting bodies of either party.
5. If a decision is made to terminate this MOA, every effort will be made by the parties to accommodate students, faculty, and staff to minimize the disruption of the academic course of study or professional careers. Students already enrolled in courses at the time the MOA is terminated will be permitted to complete their courses.
6. No party shall assign its respective rights or obligations under this MOA without prior written consent of the other party. Any purported assignment or delegation in violation of this MOA shall be void.
7. It is understood and agreed to by the parties that neither party to this MOA 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 MOA 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.
8. 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.
9. 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.
10. This MOA is the final and exclusive MOA between the parties. All prior negotiations and MOAs are superseded by this MOA.
11. If any term or portion of this MOA is declared invalid, the invalid portion shall be deemed to be severed and all remaining provisions of this MOA shall be valid and enforceable to the fullest extent permitted by law.
12. This MOA shall be construed in accordance with the laws of the Commonwealth of Kentucky without regard to conflict of laws principles.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the parties hereto have executed this MOA, effective as of the last date written below.

THE DUAL CREDIT PARTNER: POWELL COUNTY SCHOOLS

Approved By Superintendent or Designee: _____
Printed Name & Title

Signature	Date Signed
_____	_____

EASTERN KENTUCKY UNIVERSITY:

Approved By Associate Provost for Academic Affairs: _____
Printed Name

Signature	Date Signed
_____	_____