# 2025-2026 Dual Credit Memorandum of Understanding

#### between

# The Kentucky Community & Technical College System and

## The Kentucky Department of Education, Office of Career and Technical Education

#### I. Purpose

Providing secondary students with dual credit opportunities is a proven educational strategy with the capacity to complement and maximize the chance of success of our educational initiatives. Effective dual credit systems have an impact both at the secondary and postsecondary levels and provide an opportunity for collaboration. This agreement serves as a Memorandum of Understanding (MOU) between the Kentucky Community and Technical College System (KCTCS) and the Kentucky Department of Education (KDE), Office of Career and Technical Education (OCTE). **All policies established in the MOU shall be followed at all times.** The Dual Credit, Dual Credit Scholarship, and Work Ready Kentucky Scholarship policies shall be followed at all times. Participants are expected to know and follow current policies as well as all future versions thereof. The purpose of this Memorandum of Understanding (MOU) is to allow for local decision making, to permit customization, and to provide flexibility within the constraints of the MOU.

#### II. Dual Credit Courses

A dual credit course is 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. Developmental education and remedial courses are not eligible dual credit courses (in accordance with KRS 164.098). First Year Experience Courses are not eligible dual credit courses as they are not covered in the general education transfer policy and are not transferable between institutions.

It is up to each KCTCS college to determine the dual credit courses it will offer, as well as the location and/or the modality in which they are offered. Dual credit courses are KCTCS cataloged courses and approved through the regular course approval process. These courses have the same departmental designation, course number, title, and credits, and adhere to the same course description and course content as those delivered on the KCTCS college campuses.

Dual credit courses offered by KCTCS colleges are listed on the college's Dual Credit Course list. Each college has its own process that the local ATC needs to follow. Students will only receive dual credit for courses included on the list. Colleges are required to submit the course list to KCTCS for the courses to be programmed into PeopleSoft (the KCTCS Student Information System) to allow students to be enrolled in new course offerings. New technical courses require KHEAA's approval for the Work Ready Dual Credit Scholarship. Students are expected to pay the dual credit tuition if KHEAA determines the course is not eligible for the scholarship. Courses can be added up until the CPE snapshot for each semester to ensure accurate data and enrollment. The deadlines are:

Fall: October 30Spring: March 28Summer: August 13

Faculty liaison site visits will take place to ensure that courses offered at the high school are offered with the same rigor as those offered on the College campus. Each college will submit students final letter grades (standard college letter grades – A, B, C, D, E, W) to the appropriate high school personnel for the dual credit

courses offered. No numeric grade data will be submitted. High school faculty credentialed as college faculty teaching dual credit courses are responsible for recording grades in PeopleSoft within two business days after the end date of the college course.

Dual Credit courses should be meaningful to students and the pathway in which they are enrolled. Dual credit courses should be useful for students when they transfer to postsecondary institutions and count towards the credential they are working towards.

#### III. Professional Development for High School Instructors

High School instructors new to teaching dual credit are required to attend an orientation to learn about the dual credit program, academic policies, instructional information, email, BlackBoard, and other relevant information. Current instructors are expected to attend discipline-specific and other PD sessions as needed to stay current about school policies and the dual credit program.

#### IV. Student Fees and Payments

Tuition for a dual credit course is set by KRS 164.786. Colleges cannot charge eligible dual credit students anything more than the dual credit tuition rate ceiling per credit hour, including fees.

While the tuition rate for dual credit and prevention of charging fees is non-negotiable, other expenses are appropriate for negotiation with the Kentucky Department of Education, OCTE, concerning dual credit students. These include, but are not limited to, the following:

- Cost of textbooks, digital content, and/or eResources;
- Liability or insurance charges;
- Barnes and Noble charges; and
- Classroom consumables.

KCTCS and OCTE should identify the expenses that support course instruction and identify which party is responsible for covering the costs in Appendix A. Textbooks, digital content, or eResources are required for most courses. Additionally, there are charges associated with operating a college course (e.g., Professional liability insurance, KNAT testing charges, etc.). Dual credit Professional Development costs for district faculty are the responsibility of the district.

#### V. Roles and Responsibilities

Per the state Dual Credit policy, the high school will provide accommodations for students who enroll in courses at the high school according to the student's plan. For courses taken at the college, the high school must notify the college that students may be entitled to accommodations.

#### VI. FERPA

The requirements for high school and college students under the Family Educational Rights and Privacy Act (FERPA) of 1974 are different for college and high school students. Generally, college students need to give permission to release any information about their college record, including grades and course progress, to their parents and guardians. Each KCTCS college will collect consent from dual credit students when they enroll in courses authorizing the college to provide the high school with their student records up until six months after the final enrollment in dual credit course work. Parents and guardians may review that information as part of the student's high school record.

#### VII. Approvals

Any additional negotiated items that do not conflict with the state MOU must be included in this MOU between KCTCS and KDE, OCTE. The contact and signatory person for negotiations and MOU is the KCTCS Executive VP & Provost.

### A copy of the executed MOU shall be submitted to the KCTCS Provost Office.

#### VIII. Term and Termination

This Memorandum of Understanding must be reviewed and evaluated annually. All parties must sign any revisions to this memorandum in writing.

Both parties shall have the right to terminate and cancel this contract at any time not to exceed thirty (30) days' written notice served on the other party by registered or certified mail.

#### XV. Choice of Law and Forum

The laws of the Commonwealth of Kentucky shall govern all questions regarding the execution, validity, interpretation, construction, and performance of this agreement or any of its terms. Any suit, action, or other proceeding regarding the execution, validity, interpretation, construction, or performance of this agreement shall be filed in the Franklin Circuit Court of the Commonwealth.

Dr. Robbie Fletcher, Commissioner Kentucky Department of Education

Phillip W. Neal (Jul 13, 2025 10:18 EDT)

Dr. Phil Neal, Executive VP & Provost KCTCS

07/09/2025

**Date** 

07/13/2025

Date