



JESSE BACON, SUPERINTENDENT
ADRIENNE USHER, DEPUTY SUPERINTENDENT
BRANDY HOWARD, CHIEF ACADEMIC OFFICER
TROY WOOD, CHIEF OPERATIONS OFFICER

TO: Dr. Jesse Bacon, Superintendent
FROM: Dr. Lee Barger, Director CCR / Innovative Programs
DATE: April 27, 2026
RE: MOA - University of Alabama

Please see the attached MOA between the University of Alabama and Bullitt County Public Schools for the 2026-2027 school year. The University of Alabama and Bullitt County Board of Education will work together to provide postsecondary opportunities for students enrolled in dual credit courses.

- Students will be charged the current rate of tuition and fees per credit hour, plus textbooks and materials. Those amounts will be the responsibility of the student
- Students must be a high school sophomore, junior or senior
- Students must have a minimum cumulative GPA of 3.0
- The student must have written approval of the appropriate principal. Student success in Dual Enrollment/Dual Credit is dependent upon both academic readiness and social maturity. Approval from the principal indicates that the student has demonstrated both
- The student must meet the application and entrance requirements established by UA Early College and The University.

This MOA has been reviewed by Dinsmore & Shohl LLP. Please place this request for approval on the May board agenda.

OUR MISSION IS TO INSPIRE AND EQUIP OUR STUDENTS TO SUCCEED IN LIFE

BULLITT COUNTY PUBLIC SCHOOLS IS AN EQUAL EDUCATION AND EMPLOYMENT INSTITUTION

**The University of Alabama UA Early College
Dual Enrollment/Dual Credit Agreement with School Board**

THIS AGREEMENT is entered into on _____, 20 by and between The Board of Trustees of the University of Alabama, for and on behalf of The University of Alabama, Tuscaloosa, Alabama, and specifically its UA Early College in the Office of Teaching Innovation and Digital Education (the "University" or "UA Early College") and the School Board (the "School Board"). The purpose of this Agreement is to implement the Alabama State Board of Education Policy 801.03 (the "Policy"), codified in Alabama Administrative Code, Rule No. 290-3-1-.02, and as amended from time to time. This policy and code provision pertain to secondary course credit awarded for postsecondary course work through dual enrollment, and authorize the establishment of Dual Enrollment/Dual Credit programs between colleges and universities and local boards of education. The Policy allows eligible high school students (as defined below) to enroll in college-level courses concurrently with high school classes, either at the postsecondary institutions or at the high school, in order to earn credits both for a high school diploma and/or a postsecondary degree at the high school and participating postsecondary levels.

The parties hereto believe that this Agreement will provide enhanced learning opportunities for qualified students during and after normal class hours through the effective use of the University's programs and resources. At no time will the University or the School Board apply unethical pressure upon students or educational personnel to participate in Dual Enrollment/Dual Credit courses or programs.

The University and the School Board do hereby agree as follows:

I. Student Eligibility for UA Early College

- a. The student must be enrolled in their sophomore, junior, or senior year of high school.
- b. The student must, since 9th grade, have a "B" (3.0) cumulative grade point average (on a 4.0 scale) as defined by applicable School Board policy, in completed high school courses.
- c. The student must have written approval of the appropriate principal. Student success in Dual Enrollment/Dual Credit is dependent upon both academic readiness and social maturity. Approval from the principal indicates that the student has demonstrated both.
- d. The student must meet the application and entrance requirements established by UA Early College and The University. Application and entry requirements are available at <http://uaearlycollege.ua.edu>.

II. Eligible Courses and Course/Credit Equivalencies

Courses offered shall be drawn from the University's existing academic inventory of courses offered for dual credit through UA Early College. Courses numbered below 100 are not

eligible for Dual Enrollment/Dual Credit. Students may not audit courses under the terms of the Policy. Eligible high school students are permitted to enroll in UA Early College courses conducted during high school hours, after school hours, and during summer terms. The University reserves the right to cancel course offerings when courses do not meet minimum enrollment requirements.

Semester credit hours at the postsecondary level for high school courses specifically named as a requirement for graduation are determined according to guidelines established by the State Department of Education. The Alabama State Board of Education has prepared an Alabama Dual Enrollment Course/High School Subject Area Equivalency List, which will be updated annually, that identifies the Course Code, Course Prefix, Course Name, High School Graduation Requirement and the High School Credit. Partial/full credit agreements for courses that are excluded from the SDE guidelines for assigning credits will be determined and approved by the University's Office of Academic Records and University Registrar and the local board of education. Once courses or course equivalencies are determined and approved, they need not be approved again for any subsequent semester.

III. Credits and Transcripts

Except as noted otherwise by the High School Area Equivalency List, one (1) three semester credit hours course at the University shall equal one (1) high school Carnegie credit in the same or related subject. Partial credit agreements shall be developed between the University and the School Board. The State Board of Education Policy 705.01 defines a "credit hour" as not less than 50 minutes of instructor/student contact. A semester hour of credit is based upon the average number of hours of instruction taught weekly. The ratio of weekly contact hours to credit hours varies with the type of instruction being used. There are six general categories of types of instruction: 1) Theory, 2) Experimental laboratory, 3) Manipulative laboratory, 4) Skills Laboratory/Clinical Practice, 5) Preceptorship, and 6) Internship (See State Board of Education Policy 705.01, effective March 24, 2005).

University courses approved for dual credit shall be posted on both high school and college transcripts. Courses completed for dual credit shall be transcribed with the appropriate statement at the postsecondary level indicating dual enrollment credit.

IV. Enrollment Limitations

Enrollment in a combined number of high school and college courses per term will not exceed that which is educationally sound as determined by UA Early College, appropriate University officials, and the School Board.

V. Financial Arrangements

Payment of the current rate of tuition and fees per credit hour, textbooks and materials, will be the responsibility of the student, unless otherwise negotiated between the University and the School Board. Full payment of tuition and fees must be paid by deadlines established by the University. The University shall be responsible for the compensation of faculty, in accordance with applicable State Board of Education and University policy. Faculty may not receive dual compensation for instructional time. Students who fail to pay tuition and fees by the University's deadline are not considered enrolled and may be automatically dropped from

course rolls. The appropriate high schools will be notified.

VI. Faculty

Dual Enrollment/Dual Credit instructors shall be faculty of the University. A high school teacher employed by the University (not by the high school) to teach in Dual Enrollment/Dual Credit will be designated as an adjunct faculty member of the University and therefore must meet the credentialing requirements of the State Board of Education and other accrediting agencies. Faculty must be under the ultimate control and supervision of the University. The University must provide for faculty orientation, supervision, and evaluation. Instructor credentials shall be provided to the School Board as needed to meet credential standards of accrediting agencies.

VII. Reporting and Evaluating Dual Enrollment/Dual Credit

The University and the School Board shall assume the responsibility for reporting required information in a timely manner. A plan for an annual evaluation of Dual Enrollment/Dual Credit shall be on file and shall adhere to applicable guidelines of the Department of Postsecondary Education.

The University bears responsibility for granting college credit; however, it assumes no responsibility for confirming whether high school criteria are met for high school credit. That is the responsibility of the high school of record.

VIII. Other Understandings and/or Responsibilities

Students are responsible for knowing policies relative to Dual Enrollment/Dual Credit of colleges/universities to which they plan to transfer credit. The University reserves the right to refuse readmission or reenrollment to any student who is found to be in violation of University policies, including, but not limited to, the UA Academic Misconduct Disciplinary Policy, specific UA Early College policies, and the UA Code of Student Conduct. In the event the student is determined to have violated any UA Early College and/or University policy, the student will become ineligible for dual enrollment during that term and becomes the responsibility of the School Board.

Student will be responsible for providing computers and other technical access deemed appropriate for participation in online course instruction.

Transportation for any student receiving instruction at any facility other than the campus shall be the responsibility of the parents/guardian of such students, unless otherwise negotiated between the University and the School Board.

IX. Information

Each party agrees to provide a mechanism for communicating the educational and economic benefits as well as the requirements for participation and enrollment procedures to parents and students. This must include the student's release of educational records as defined by the Family

Educational Rights and Privacy Act of 1974 (20 U.S.C. § 1232(g)), as amended (“FERPA”), for and between the University and the School Board. The parties agree that absent such authorization from the student, they will only release information to each other that is in compliance with FERPA and that does not place an administrative burden on the University and/or School Board to ensure FERPA compliance. UA will maintain a statement on its website that explains that FERPA allows high schools and UA to share information about dually enrolled students without the consent of students, and that advises a student how to request a certified grade report to be sent to their high school.

X. Provisions for Disability Services and Accommodations

Participation in a Dual Enrollment for Dual Credit program is considered to be a choice on the part of the student. Therefore, the Individuals with Disabilities Education Act (IDEA) requirements concerning a Free Appropriate Public Education (FAPE) do not apply in a postsecondary educational setting. Furthermore, since requirements under the IDEA do not apply to the postsecondary level, services described in the Individual Education Plan (IEP) will not be required for Dual Enrollment for Dual Credit courses. UA complies with Section 504 of the Rehabilitation Act and Title II of the Americans with Disabilities Act, which states that “no qualified individual with a disability may be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination if otherwise qualified.” Students with disabilities who meet the prerequisites of UA courses will be provided reasonable accommodations that allow equal access. It is the student’s responsibility to disclose and provide to UA’s Office of Disability Services (ODS) current documentation of their disability and of documentation in support of the request for accommodation. ODS will make decisions about accommodations; however, UA will not provide modifications to change the course content or performance expectations that will substantially alter the essential functions or physical demands of the course, unless required to do so by applicable law. Some accommodations available at the high school may not be provided by UA.

XI. Terms of Agreement

The terms of this Agreement shall be effective for the 2025-2026 academic year. Thereafter, this Agreement shall automatically renew for four successive twelve-month periods, and will terminate at the end of the 2029-2030 academic year (August 15, 2030). Either party may terminate this agreement at the end of an academic year provided that party gives the other party 90 days written notice before the beginning of a new academic year. Should changes in applicable law or policy necessitate a change in this Agreement, the parties agree to take such action as may be necessary to implement those legally mandated or policy changes, regardless of the terms of this Agreement. The parties agree to negotiate in good faith any necessary or appropriate revisions to this Agreement, preferably so that the new agreement would be effective at the beginning of the next academic school year. If the parties are unable to reach an agreement concerning such revisions by the beginning of the new academic school year, then either party may terminate this Agreement effective the end of the then current academic year. Under no circumstances shall such termination become effective until the end of the UA semester for which students are dually enrolled.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

**THE BOARD OF TRUSTEES OF THE
UNIVERSITY OF ALABAMA**

SCHOOL BOARD: _____

By: _____
Name: Dr. Lesley Reid
Title: Interim Provost
The University of Alabama

By: _____
Name: _____
Title: _____

Date: _____

Date: _____

DUAL ENROLLMENT/DUAL CREDIT THROUGH UA EARLY COLLEGE

Students desiring to take college level courses through UA Early College for dual enrollment/dual credit must meet all of the following criteria:

1. The student must be a sophomore, junior, or senior or have an exemption granted by the principal and approved by the superintendent in accordance with the Alabama Administrative Code 290-8-9-.12 regarding gifted and talented students. Students are no longer eligible to apply after they have completed the fall term of their senior year in high school.
2. The student must have a 3.0 cumulative HS GPA (on a 4.0 scale) to apply to UA Early College and must fulfill all application requirements.
3. The student must have the recommendation of the counselor and/or principal, per UA Early College cover memo at <http://uaearlycollege.ua.edu>.
4. The student must remain in high school and in good academic standing with UA Early College and his/her high school of record.
5. The student assumes all responsibility for any tuition, fees, and book costs. The student assumes responsibility for providing computers and fulfilling appropriate technical requirements to enroll in online courses.
6. The transportation for any student receiving instruction at any facility shall be the responsibility of the parent/guardian of the student.
7. The University bears responsibility for granting college credit; however, it assumes no responsibility for confirming whether high school criteria are met for high school credit. That is the responsibility of the high school of record.

DATE: _____, 20__