

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (the “Agreement”) is between the Kentucky Community and Technical College System (“KCTCS”), by and for the benefit of Maysville Community and Technical College (“College”) and Powell County High School (“School District”) regarding the implementation of dual credit courses in accordance with applicable state and federal laws, accreditation standards, and institutional policies.

1. TERM

This Agreement is effective from August 1, 2026 to July 31, 2027.

2. PURPOSE

The purpose of this Agreement is to establish a framework for collaboration between College and School District (collectively, the “Parties”) for the implementation of dual credit coursework that allows eligible secondary school students to earn college credit while enrolled in secondary school. This Agreement sets forth the roles, responsibilities, and expectations of the Parties related to the planning, delivery, and administration of dual credit courses.

3. AMENDMENT

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

4. DEFINITIONS

- A. Dual Credit: Pursuant to KRS 164:002(5), a college-level course of study developed in accordance with KRS 164.098 in which secondary school students receive credit from both the secondary school and postsecondary institution where they are enrolled upon completion of a single class or designated program of study.
- B. Concurrent Enrollment Course: A dual credit course offered at a secondary school and is usually taught by a qualified secondary school instructor. When the dual credit course is used, it includes any concurrent enrollment course.
- C. Dual Enrollment: A college course taken by a secondary school student for college credit only.

5. PROGRAM OVERSIGHT

A. ACADEMIC AUTHORITY AND RESPONSIBILITIES

The College shall retain sole authority and responsibility for all academic aspects of dual credit courses offered under this Agreement, including compliance with applicable accreditation requirements and College policies. The College shall be responsible for:

- i. Determining student eligibility for admission and enrollment;
- ii. Managing registration;
- iii. Determining dual credit course offerings;
- iv. Ensuring adherence to admissions and academic policies;
- v. Approving and credentialing qualified instructors in accordance with SACSCOC standards, KCTCS requirements, and College policy;
- vi. Approving syllabi, curricula, learning outcomes, and assessment methods;
- vii. Selecting required textbooks and learning resources; and
- viii. Providing opportunities for student evaluation of instructors.

B. FACULTY APPROVAL AND INSTRUCTION

- i. Secondary school instructors assigned to teach dual credit or concurrent enrollment courses must be approved by the College prior to instruction and shall meet the same academic and professional qualifications required of College faculty teaching the same courses.
- ii. The School District shall ensure that instructors submitted for approval provide all documentation required by the College.
- iii. Secondary school instructors approved to teach dual credit courses shall not receive compensation from the College.
- iv. The approved instructor identified for a dual credit course shall teach the course for its full duration. Any proposed change in instructor shall be communicated promptly to the College, and any long-term substitute shall require prior approval by the College's Chief Academic Officer or designee.
- v. The College reserves the right to decline or revoke approval of any instructor who does not meet College expectations or credentialing requirements.

C. FACILITIES

- i. When courses are offered at a secondary school location, the School District shall provide facilities and equipment necessary for course delivery. The College shall have no obligation to provide instructional equipment at secondary locations.
- ii. The College may conduct oversight activities, including faculty liaison visits, as necessary to ensure academic standards and instructional quality are maintained.

D. PROFESSIONAL DEVELOPMENT

- i. Secondary school instructors approved to teach dual credit courses shall participate in College-designated orientation and required professional development related to the dual credit program. The School District shall be responsible for any associated costs.

6. ACADEMIC POLICIES AND ACCOMMODATIONS

- A. All College academic policies and deadlines applicable to College courses shall apply to dual credit courses unless otherwise determined by the College.
- B. Students in concurrent enrollment courses taught by secondary school instructors shall be subject to academic deadlines established jointly by the College and the School District, as set forth in Appendix A.
- C. For dual credit courses taught at secondary locations, the School District shall provide student accommodations in accordance with applicable law and the student's documented plan.
- D. For courses taken at College locations, the School District shall notify the College of any student who may be entitled to accommodations.

7. STUDENT ELIGIBILITY AND ENROLLMENT

- A. To enroll in a dual credit course and receive college credit under this Agreement, a student shall meet all applicable eligibility and enrollment requirements established by the College, KCTCS, and state law. At a minimum, the student must:
 - i. Be enrolled as a Kentucky secondary school student, whether attending a public school, private school, or participating in a homeschooling program, unless otherwise approved by the College's Chief Academic Officer or designee;

- ii. Complete the College's application for admission;
 - iii. Meet the KCTCS Assessment and Placement Policy applicable to dual credit students;
 - iv. Be admitted by the College as a dual credit student; and
 - v. Enroll in one or more College-approved dual credit courses.
- B. The College shall administer dual credit admission and enrollment using DualEnroll.
- C. The School District shall fulfill its assigned roles and responsibilities within the enrollment system, including timely submission and verification of required student information.
- D. The College shall provide guidance to the School District regarding system expectations, processes, and training related to dual credit enrollment.

8. DUAL CREDIT OFFERINGS

- A. The College shall determine which courses are eligible for dual credit, including course location and modality. All dual credit courses shall be College-approved, cataloged courses with the same course number, credit hours, content, and learning outcomes as equivalent College courses.
- B. Courses prohibited by the state dual credit policy shall not be offered for dual credit.
- C. Course requirements for secondary students enrolled in dual credit or concurrent enrollment courses shall be equivalent to those required of College students.
- D. Enrollment in any dual credit course that includes instruction related to human sexuality or sexually transmitted diseases require prior written parental or guardian consent in accordance with KRS 158.1415. The School District shall be responsible for obtaining and maintaining such consent.
- i. Parental Consent: The School District shall comply with KRS 158.1415 and shall not enroll any student in a dual credit course that includes instruction related to human sexuality or sexually transmitted diseases without obtaining all required parental or guardian consents. The School District's enrollment of a student constitutes certification that all required consents have been obtained.
 - ii. Alternative Instruction: The School District is solely responsible for providing any alternate course, curriculum, or program required under KRS 158.1415. The College does not provide alternative instruction for dual credit courses.
 - iii. Instructional Restrictions: The College shall comply with any School District policies adopted pursuant to KRS 158.1415 that restrict student participation in instruction related to gender identity, gender expression, or sexual orientation, as communicated by the School District.
 - iv. Library Resources: Dual credit students shall have access to KCTCS library resources consistent with College policies and applicable law.
 - v. Compliance: The College shall have no obligation to monitor or independently verify the School District's compliance with KRS 158.1415.
- E. The College shall maintain an official list of approved dual credit courses and shall submit such list to the KCTCS System Office. Students shall receive College credit only for courses included on the approved course list.
- F. The College may add courses to the approved dual credit course list until the applicable CPE snapshot date for each academic term. The snapshot deadlines are as follows:
- i. Fall: October 30
 - ii. Spring: March 28
 - iii. Summer: August 13

9. LEARNING MANAGEMENT SYSTEM AND COMMUNICATION PLATFORMS

- A. The College shall utilize Blackboard as the official learning management system for dual credit courses. All dual credit courses shall be established in Blackboard to support instruction, oversight, and student access to course materials.
- B. The College shall provide reasonable assistance and professional development to secondary school instructors approved to teach dual credit courses regarding the use of Blackboard.
- C. The School District shall ensure that students enrolled in dual credit courses taught at secondary locations or online are provided access to required online course content through School District facilities during the academic term, except in the event of school closures.
- D. Students must meet the College's minimum technology requirements and be able to access Blackboard, including required multifactor authentication. Students who are unable to access Blackboard due to technical limitations, network restrictions, or firewall controls shall not be eligible to enroll in the course.
- E. The College shall communicate electronically with dual credit students only through KCTCS-authorized communication platforms. Authorized platforms include, but are not limited to, Microsoft products such as Outlook and Teams, Blackboard and any other platforms formally approved by KCTCS from time to time.
- F. The use of personal email accounts, text messaging, social media, or other non-authorized communication platforms for official dual credit communications with students is prohibited.
- G. Secondary school instructors approved and credentialed by the College to teach dual credit courses shall communicate electronically with dual credit students using approved traceable communication systems or obtaining written parental consent to utilize KCTCS authorized communication platforms in accordance with KRS 160.145.
- H. The School District shall ensure that its employees comply with KRS 160.145 when communicating with dual credit students.

10. AWARDING OF COLLEGE CREDIT

- A. College credit shall be awarded upon a student's successful completion of all dual credit course requirements and shall be recorded on the student's official College transcript.
- B. The College's grading policies shall apply to all dual credit courses and shall be used by the School District when awarding secondary credit, in accordance with the state dual credit policy.
- C. For dual credit courses taught by College faculty, the College shall provide each student's final letter grade to designated secondary school personnel. Numeric grade data shall not be transmitted.
- D. Secondary school instructors approved and credentialed by the College to teach dual credit courses shall enter final course grades into the College's student information system within two (2) business days following the end date of the College course.
- E. College credit awarded pursuant to this Agreement shall be recognized by all KCTCS colleges in accordance with KCTCS policy and applicable accreditation requirements and shall apply toward approved postsecondary program requirements, as applicable.
- F. In accordance with 11 KAR 15:090, the course grade assigned by the College shall be used by the School District in calculating a student's Kentucky Educational Excellence Scholarship (KEES) grade point average. KEES calculations shall use the applicable KEES weighting scale established by law and regulation.

11. FINANCIAL TERMS

A. TUITION AND FEES

- i. Tuition for each dual credit course shall be assessed at fifty percent (50%) of the per-credit-hour tuition rate charged by KCTCS for in-state students, rounded down to the nearest whole dollar.
- ii. The College shall not assess or collect any additional institutional fees in connection with dual credit coursework except as expressly permitted under this Agreement.

B. NON-COVERED COSTS AND COST ALLOCATION

- i. Costs not included in dual credit tuition or covered by state dual credit scholarships include, but are not limited to:
 - a. Textbooks and instructional materials;
 - b. Digital content, eResources, and access codes;
 - c. Classroom consumables and supplies;
 - d. Bookstore-related charges; and
 - e. Insurance or liability-related costs, if applicable.
- ii. Responsibility for payment of non-covered costs shall be allocated by mutual agreement of the Parties and documented in Appendix B, which is incorporated by reference into this Agreement. Unless otherwise specified in Appendix B, students shall remain responsible for such costs.

C. DUAL CREDIT SCHOLARSHIPS

- i. Eligible students may apply available scholarships toward approved dual credit courses, subject to program requirements and award limits established by the Kentucky Higher Education Assistance Authority (KHEAA).
- ii. The School District shall be responsible for timely notification to KHEAA of student eligibility and for ensuring completion of required student actions.
- iii. The College shall report student enrollment and final grades for eligible courses to KHEAA through the KCTCS System Office.
- iv. The College shall not be responsible for scholarship awards denied due to incomplete, inaccurate, or untimely information provided by the student or School District.
- v. Students shall remain financially responsible for tuition and non-covered costs not paid by scholarship funds.
- vi. Dual credit scholarships shall not apply to courses not approved by KHEAA. Students enrolled in such courses shall be responsible for payment of all applicable tuition and non-covered costs.

12. COMPLIANCE WITH LAWS AND POLICIES

- A. Each Party shall perform its obligations under this Agreement in compliance with all applicable federal and state laws, administrative regulations, and governing policies. Without limitation, the Parties agree to comply with KRS 158.1415, as amended; KRS 160.145, as amended; the Kentucky Council on Postsecondary Education (CPE) Dual Credit Policy; applicable Dual Credit Scholarship policies administered by the Kentucky Higher Education Assistance Authority (KHEAA); and all institutional policies governing dual credit instruction, faculty qualifications, student eligibility, and academic standards.

- B. The Parties further agree to comply with the Family Educational Rights and Privacy Act (FERPA) and other applicable student privacy and data-sharing laws, as well as all applicable laws and policies prohibiting discrimination, harassment, and retaliation.
- i. FERPA rights transfer to a student upon enrollment in a College course. The College shall obtain written consent from dual credit students at the time of enrollment authorizing the disclosure of the student's postsecondary education records, including grades and academic progress, to the Secondary School. Such authorization shall remain effective through six (6) months following the student's final enrollment in dual credit coursework.
 - ii. Records disclosed pursuant to this provision may be maintained as part of the student's Secondary School education record and made available for review by parents or guardians in accordance with FERPA.
- C. In the event of any change in applicable law or policy, the Parties agree to comply with such changes as of their effective dates, and this Agreement shall be interpreted and administered accordingly.

13. LIABILITY

Each party shall be responsible for its own acts and omissions and those of its employees, officers, and agents. Nothing in this Agreement shall be construed as an agreement by the Parties to indemnify or hold harmless the other party beyond what is permitted by Kentucky law. Both Parties expressly retain all immunities and defenses available under state and federal law.

14. RELATIONSHIP OF THE PARTIES

Nothing herein shall be deemed to create any association, partnership, joint venture or agency relationship between the Parties. Neither Party has authority to bind the other.

15. DISPUTE RESOLUTION

In the event of any dispute, disagreement, or issue arising under this Agreement, the Parties shall make a good faith effort to resolve the matter informally through open communication and cooperation at the administrative level. If the issue cannot be resolved through informal discussions, the matter shall be elevated to the appropriate senior representatives of each Party for further review and resolution. Nothing in this section shall prevent either Party from exercising any rights or remedies available under applicable law.

16. SEVERABILITY

The breach, disagreement concerning, and/or illegality of any single provision of this Agreement shall not nullify the entire agreement.

17. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties and supersedes all prior discussions, representations, or agreements.

18. COUNTERPARTS

This Agreement may be executed in one or more counterparts, by either manual or electronic signature, each of which shall be an original. Any counterpart, to the extent delivered by means of a facsimile machine or attachment to an e-mail, shall be treated in all respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

19. CHOICE OF LAW AND VENUE

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.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

FOR SCHOOL DISTRICT:

Name (Signature): _____

Name (Print): _____

Title: _____

Date: _____

FOR COLLEGE:

Name (Signature) Laura L. McCullough

Name (Print): Laura L. McCullough

Title: President / CEO

Date: 09/29/2020

Appendix A: Course Schedule for Concurrent Courses taught by HS Instructors

College will set up dual credit courses taught at the secondary school /ATC/CTC, by School District faculty utilizing these “S Sessions” where the add, drop, and withdraw dates for these sessions provide flexibility for managing dual credit courses. Deadlines for courses taught by college instructors will be communicated by college staff to secondary school students and staff.

Session	Begin Date	End Date	Session Length (Weeks)	End of Drop/Add	Session Withdraw w/o Penalty (100% refund and full drop; following day begins 50% refund w/ W grade)	50% refund with W grade	Mid-Session (Last day a student can withdraw w/o instructor permission)
Fall Sessions							
Fall Session	8/1	12/31	16	10/1	10/1	10/8	10/15
Yearlong Session	8/1	5/31	32	10/15	10/15	10/25	1/1
Fall 1st 9-Week Session	8/1	10/31	9	9/1	9/1	9/8	9/15
Fall 2nd 9-Week Session	10/1	12/31	9	11/1	11/1	11/8	11/15
Fall Trimester 1 Session	8/1	11/15	12	9/15	9/15	9/24	10/1
Fall Trimester 2 Session	11/1	2/15	12	12/15	12/15	12/25	1/1
Session	Begin Date	End Date	Session Length in Weeks	End of Drop/Add	Session Withdraw w/o Penalty (100% refund and full drop; following day begins 100% refund w/ W grade)	50 Pct Ref Dt (50% refund w/ W grade)	Mid-Session (Last day a student can withdraw w/o instructor permission)
Spring Sessions							
Spring Trimester 3 Session	2/1	5/31	12	3/15	3/15	3/24	4/1
Spring Session	1/1	5/31	16	3/1	3/1	3/8	3/15
Spring 1st 9-Week Session	1/1	3/31	9	2/1	2/1	2/8	2/15
Spring 2nd 9-Week Session	3/1	5/31	9	4/1	4/1	4/8	4/15

Appendix B: Expenses

Use the table below to indicate who will be responsible for what expense. Add columns and rows as needed.

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.).

Expense	Responsible Party		
	College	Local School District	Student
Tuition for courses not covered by the DCS or WRKS			X
Textbooks, Digital content, eResources, etc.			X
Professional Liability (IF applicable) etc.			X
Unsuccessful Students (I.e. Students who withdraw or do not pass courses that are not assigned to the DCS or WRKS).			X