

Dual Credit 2023-2024
Memorandum of Understanding (MOU)
between
KENTUCKY COMMUNITY AND TECHNICAL COLLEGE SYSTEM
and
KENTUCKY DEPARTMENT OF EDUCATION

I. Introduction and Purpose

The Kentucky Community and Technical College System (KCTCS) and the Kentucky Department of Education (KDE) mutually support the attainment of dual credit coursework for high school students. This Memorandum of Understanding (MOU) underscores the dedication of both agencies to improving the educational attainment of Kentucky citizens and reinforces the collaboration necessary to achieve this level of success.

Improving the educational attainment of Kentucky citizens is key to ensuring the State's long-term success. The State commits significant resources across the educational spectrum to develop and implement strategies to address this critical issue. Providing secondary students with dual credit opportunities is a proven educational strategy with the capacity to complement and maximize the chances of success of our educational initiatives. Effective dual credit systems have impacts both at the secondary and postsecondary levels and provide the opportunity for collaboration.

Participants are expected to know and follow current and future versions of Dual Credit Policies established by the Kentucky Council on Postsecondary Education at: <http://cpe.ky.gov/policies/dualcredit.html>. Should policies change during the academic year, KCTCS may request support in meeting those changes outside the scope of this document.

II. Definitions

- a. A **dual credit course** is a college-level course of study developed in accordance with KRS 164.098 for 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 for dual credit courses (in accordance with KRS 164.098). First Year Experience Courses are not eligible for dual credit courses as they are not covered in the general education transfer policy and are not transferable between institutions.
- b. A **concurrent enrollment course** is a dual credit course offered at a high school and usually taught by a qualified high school instructor. When the term, dual credit course, is used, it includes any concurrent enrollment course.
- c. A **dual enrollment course** is when a high school student takes a college course only for college credit.

III. Program Oversight

Each college within the KCTCS system is independently accredited by the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) and has autonomy over its dual credit program and offerings. SACSCOC's principles and policies apply without exception to any student earning college credit from the institution, regardless of program or instructional site. This includes:

- Determining student eligibility for admission to dual credit courses
- Managing and overseeing the registration process
- Determining which courses are offered as dual credit
- Ensuring that students follow college admissions and academic policies
- Selecting qualified instructors based on an evaluation of credentials
- Ensuring that schools employ appropriate syllabi, curricula, and student learning outcomes
- Choosing textbooks and learning resources for dual credit classes
- Giving students an opportunity to evaluate the instructor

IV. KCTCS Dual Credit Course Offerings

As KCTCS colleges are independently accredited by SACSCOC, each college has the ability to decide which courses are offered as dual credit and the modality in which they are offered. Courses that qualify are included in each college's dual credit course list, referenced in the MOA, and students only receive dual credit for courses on the list.

- a. Dual credit courses must meet the same student learning outcomes as equivalent courses at KCTCS colleges. KCTCS college's grading policy will apply to dual credit courses and be used by the secondary school awarding credit.
- b. All existing college deadlines (including dropping, adding, and withdrawing from college courses) shall apply to all dual credit and dual credit scholarship students. Students in concurrent enrollment courses may fall under deadlines determined between the College and the School/Area Technology Center (ATC).
- c. College credit shall be awarded upon the student's completion of the dual credit course requirements and will become part of the student's official college transcript. The award of college credit will be in compliance with appropriate accreditation standards for KCTCS colleges.
- d. High school credit shall be awarded at the end of the term by the secondary school upon successful completion of the course. The award of high school credit will be in compliance with State standards.
- e. Students may enroll in a course that covers human sexuality or sexually transmitted diseases as

part of the dual credit program, but ONLY WITH PARENTAL/GUARDIAN CONSENT. *See Section V. KRS 158.1415 (SB 150 2023), a. Human Sexuality* Without consent from a parent or guardian, the student cannot enroll in a course with curriculum relating to human sexuality or sexually transmitted diseases for dual credit.

The course requirements for secondary students enrolled in concurrent enrollment courses at the high school will be equal to those of dual credit and college students enrolled at the KCTCS college. Students will receive an official course syllabus by the first or second day of the college course. The syllabus will include:

- a. Course requirement information, including the official description, course prerequisites, course content, grading policy, attendance requirements, course completion requirements/performance standards, and other related course information.
- b. Criteria to be used in evaluating the student's performance, a course grading system that includes specific expectations with relative weights, and the requirement that the grades described in the [KCTCS Catalog](#) will be used.

Dual Credit courses should be meaningful to students and the pathway they are enrolled in. Dual credit courses should be useful for students when they transfer to postsecondary institutions and count towards the desired credential. KCTCS has developed the [General Education Pathway](#), and in collaboration with KDE, several [Technical Pathway models](#) have been developed in key industry sectors to assist students with picking the suitable courses for their goals. These models are available in the Dual Credit Pathways section on the KCTCS Dual Credit website at: <https://kctcs.edu/dual-credit/pathways/index.aspx>.

V. KRS 158.1415 (SB 150 2023)

This section only applies to dual credit courses. Since dual enrollment does not result in high school credit it is not subject to these requirements.

a. Human Sexuality

Senate Bill 150 (2023) requires that if a school district has adopted a curriculum for human sexuality or sexually transmitted diseases, the school must enact a policy to notify parents in advance and obtain their written consent before a student receives instruction through curriculum or programs on those subjects. The high school must provide parents/guardians the written notice at least two weeks before the student's participation in the course. Therefore, KCTCS colleges will work with their secondary school partners to identify dual credit courses requiring parental consent and provide them with the syllabus and any other information needed to create the permission slip.

It is the high school's responsibility to notify parents/guardians of the review process for course related materials. However, the local school district should develop this process and identify points of contact for dual credit courses collaboratively with the KCTCS college, to determine how curricular material can be reviewed while maintaining their security and integrity, particularly for assessments.

It is the responsibility of the high school to ensure consent is received before enrolling students in a dual credit course with content about human sexuality, regardless of where the course is taught. The high school will then notify the KCTCS college which students have parental permission to enroll in a course with content related to human sexuality or sexually transmitted diseases. Local school districts should develop the timeline for parental permissions and enrollment collaboratively with the KCTCS college, to ensure both parties' needs are considered. KCTCS colleges may enroll students who receive parental permission after a course has started at their discretion.

Should a parent request an alternate course, curriculum, or program, the high school must provide that for the student. KCTCS does not offer alternative instruction or dual credit courses.

b. Gender Identity, Gender Expression, and Sexual Orientation

If the school district has a policy restricting any student from receiving any instruction or presentation with a goal or purpose for students studying or exploring gender identity, gender expression, or sexual orientation, they will inform their KCTCS college partner no later than a week after the policy is adopted.

KCTCS colleges will follow the students' home school district's policies that prohibit students from receiving instruction about gender identify, gender expression or sexual orientation per Senate Bill 150.

VI. Awarding of Dual Credit

College credit will be awarded for courses taken for dual credit with a KCTCS college upon the student's completion of the course requirements and will become part of the student's official college transcript. The award of college credit will be in compliance with appropriate accreditation standards for the KCTCS college.

- a. All KCTCS institutions will recognize credit awarded under this agreement as stated in KCTCS policy and according to accreditation requirements.
- b. College credit awarded pursuant to this agreement will be applied to KCTCS program requirements in an applicable postsecondary program that the KCTCS college is approved to offer.
- c. Per 11 KAR 15:090, the course grade assigned by the college shall be used by the high school in calculating the Kentucky Educational Excellence Scholarship (KEES) grade point average and shall be included in the KEES calculation using a 5.0 point scale where 5.0 is an "A," 4.0 is a "B," 3.0 is a "C," 2.0 is a "D," and 1.0 is an "F."

VII. Dual Credit Rate

The Kentucky General Assembly's 2022 Budget Bill establishes tuition for a dual credit course at half (50%) of the per credit hour tuition charged by KCTCS for in-state students. Colleges may not collect college fees on top of the tuition rate.

While the tuition rate for dual credit is non-negotiable, other expenses are appropriate for negotiation with Local School District concerning dual credit students. These include, but are not limited to, the following:

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

KCTCS and Local School Districts will identify who is responsible for these and other applicable expenses in their individual Memorandums of Agreement.

Colleges may offer scholarships, such as the President’s Scholarship or those provided by college foundations, local civic organizations, etc., but may not “waive” more than 50% of the dual credit rate as outlined above.

Colleges with agreements to teach high school or dual credit courses to secondary students that are not available at their K-12 institution, using College faculty members, may use state general fund Career and Technical Education (CTE) supplemental dollars for these courses.

VIII. Student Eligibility

a. Dual Credit

To enroll and obtain college credit in a dual credit course at KCTCS, a student must:

- Be a Kentucky high school student (public, private, or homeschooled). Exceptions may be considered for other students if recommended by the school faculty/counselor and approved by the Chief Academic Officer at the college.
- Complete the postsecondary institution’s application for admission.
- Meet the KCTCS Assessment & Placement Policy for dual credit high school students ([4.13 Appendix I](#))
- Be admitted to the participating postsecondary institution as a dual credit student.
- Enroll in one or more eligible dual credit course/s.

b. Dual Enrollment (Non-Scholarship & Non-Dual Credit)

Students who do not fall under a dual credit agreement and take courses that are not eligible for dual credit courses are dual enrollment students. These students must adhere to the general KCTCS admission requirements. Colleges should charge full tuition for dual enrollment courses as they fall outside any dual credit agreement but may apply for college scholarships.

IX. Kentucky Dual Credit Scholarship Program Requirements

The Kentucky Higher Education Assistance Authority (KHEAA) is the agency responsible for the administration of the Work Ready Dual Credit Scholarship (WRDCS) and Dual Credit Scholarship (DCS) programs. Students are eligible to receive two WRDCS each high school year for eligible dual credit career and technical education courses and DCS for two general education courses each junior and senior year. Scholarship awards shall be equal to the Dual Credit Tuition Rate Ceiling. Remedial, developmental, and FYE are not approved dual credit courses and therefore, do not qualify for scholarship funds. Student eligibility and other information may be found on the KHEAA website.

High schools and ATCs must meet established College and KHEAA deadlines to ensure access for their students to these scholarships.

KCTCS colleges are responsible for reporting course enrollment for the scholarships and grades for the Dual Credit Scholarship to KHEAA. Secondary institutions and students are responsible for all other enrollment requirements.

X. Course Rigor

Dual credit courses may vary in where they are taught (at the college, at the high school, or online), by whom they are taught (college faculty or high school faculty), and when they are taught.

SACSCOC states in their Dual Enrollment Policy Statement, which includes any college courses taught at the high school: "Course content and rigor of dual enrollment courses are comparable to that of the same courses taught to the institution's other students." In addition, it states, "The faculty assumes primary responsibility for dual enrollment course. Such oversight ensures both the rigor of programs/courses and the quality of instruction." (Note: In SACSCOC policy language, the term "dual enrollment" applies to both dual credit and dual enrollment courses as defined in Section II.)

KCTCS will not modify curriculum specifically for dual credit courses. Per KRS 164.580, the KCTCS Faculty Senate has the primary responsibility for developing, reviewing, and modifying curricula.

XI. Faculty Qualifications

To teach a dual credit course, secondary school teachers must be approved by their local KCTCS college according to criteria established by the SACSCOC Guidelines for Faculty Credentials and the local KCTCS college policy. Dual credit faculty must meet the same academic requirements as faculty members teaching on the college campus.

Secondary school faculty, as dual credit and concurrent enrollment faculty, will demonstrate, through appropriate documentation, compliance with KCTCS teaching qualifications. Proper documentation will include the following:

- Official college transcripts;
- A current vita, resume, or application showing teaching and work experience;
- Official documentation of relevant work experience; and
- Any documentation local policy requires.

Secondary school faculty who are approved and teach dual credit courses will be compensated by the secondary school.

The primary instructor is expected to teach the course from start to finish. The college's Chief Academic Officer must approve long-term substitutes for transcribed dual credit courses.

XII. Academic Policies

All regular academic policies that apply to courses taught at the college shall also apply to dual credit courses taught on the high school campus, including:

- Enrollment;
- Add/drop deadlines;
- Withdrawing from college courses; and
- Submission of grades.

KCTCS and its colleges are subject to regulatory requirements independent of this MOU, which may impact deadlines and requirements of applicable academic policies. Colleges and Schools/ATCs must work together to ensure compliance.

XIII. Blackboard and Online Access

KCTCS utilizes Blackboard as its learning management system. All KCTCS dual credit courses should be set up in Blackboard to familiarize students with that learning platform. Having courses set up in Blackboard will also enable KCTCS instructors to assist concurrent enrollment instructors with the course. KCTCS and KDE will work together to provide high school instructors with assistance and professional development to utilize Blackboard for their dual credit course. Minimal computer requirements to be able to access Blackboard are posted on the KCTCS Dual Credit Website, both in the Secondary Partner and Student Resources sections.

Furthermore, High school students enrolled in a dual credit course at the high school or online must be provided online access to course content at their high school (barring any school facility closure). If they cannot access the online material, they will not be able to enroll in the course.

XIV. Implementation of the Agreement

This agreement shall become effective upon the signatures of all parties and will be implemented for dual credit courses offered beginning Fall 2023.

XV. Evaluation, Term, and Modification

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

Any exceptions from the stated guidelines for student participation, credit hour load and accumulation, and enrollment criteria must be approved by the respective KCTCS college president and the KCTCS Chancellor.

XVI. Choice of Law and Forum

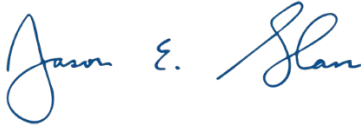
The laws of the Commonwealth of Kentucky shall govern all questions regarding the execution, validity, interpretation, construction, and performance of this agreement or any of its terms. Any suit, action, or other proceeding regarding the execution, validity, interpretation, construction, of performance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

XVII. Indemnification

Both parties shall defend, indemnify, and hold the other party, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with this MOU and all issues related therefrom to the extent permitted by Kentucky law. Both parties shall be responsible for their own actions to the extent and manner provided for by applicable law.

Signatures

This contract is subject to the terms and conditions stated herein. By affixing signatures below, the parties verify that they are authorized to enter into this contract and that they accept and consent to be bound by the terms and conditions stated herein. In addition, the parties agree that (i) electronic approvals may serve as electronic signatures, and (ii) this contract may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute a duplicate original, but all counterparts together shall constitute a single contract.



Jason E. Glass, Ed.D.
Commissioner and Chief Learner
Kentucky Department of Education

08/17/2023
Date

DocuSigned by:



Dr. Larry Ferguson, Acting President
Kentucky Community and Technical College System

8/18/2023
Date