KENTUCKY HIGHER EDUCATION ASSISTANCE AUTHORITY ADMINISTRATIVE AGREEMENT FOR THE DUAL CREDIT SCHOLARSHIP PROGRAM AND WORK READY KENTUCKY SCHOLARSHIP PROGRAM

The parties to this Agreement are <u>Northern Kentucky University</u> a Participating Postsecondary Institution (hereinafter known as "PPI") and the Kentucky Higher Education Assistance Authority (hereinafter known as "KHEAA").

In consideration of the mutual promises expressed within this agreement, the Authority hereby agrees and covenants to provide such services pursuant to KRS 164.786, KRS 164.787, and Kentucky Acts Chapter 199 of the 2022 Kentucky General Assembly. Specifically, Section J, Subsection 2, Paragraph 6, and the PPI agrees and covenants to administer the Kentucky Dual Credit Scholarship ("DCS") program and the Work Ready Kentucky Scholarship program for dual credit students ("WKDC") in which it is eligible to participate in accordance with the terms and conditions of this Agreement:

TERMS AND CONDITIONS

INCORPORATION OF LAW

This Agreement is subject to and incorporates by reference, as terms and conditions thereof, the current provisions of KRS 164.786, KRS 164.787, and Kentucky Acts Chapter 199 of the 2022 Kentucky General Assembly. Specifically, Section J, Subsection 2, Paragraph 6.

Further, the PPI agrees to comply with the applicable provisions of the Federal Civil Rights Act codified at 42 United States Code, Chapter 21 and the applicable nondiscrimination provisions of Kentucky Revised Statutes, Chapter 344, incorporated herein by reference.

TUITION RATE

In order to participate in the DCS and WKDC programs, the PPI hereby agrees to charge no more than the Dual Credit Tuition Rate Ceiling for the dual credit coursework offerings to students enrolled in either a Kentucky high school or home school.

In accordance with KRS 164.786 and Kentucky Acts Chapter 199 of the 2022 Kentucky General Assembly. Specifically, Section J, Subsection 2, Paragraph 6, the Dual Credit Tuition Rate Ceiling means one-half (1/2) of the Kentucky Community and Technical College System in-state hourly tuition rate, or \$93 per credit hour for the 2023-2024 academic year. This rate is applicable to both the DCS and WKDC programs and shall apply to each and every dual credit course offered by the PPI to students enrolled in a Kentucky high school or home school, regardless of the number of dual credit courses an individual student elects to take. Further, the PPI specifically agrees not to assess any other fees, including, but not limited to equipment charges, laboratory fees, or other charges.

Notwithstanding the Dual Credit Tuition Rate Ceiling, the PPI may negotiate a lower tuition rate directly with a Kentucky high school or home school.

PAYMENT

KHEAA shall disburse funds to the PPI upon provision of enrollment verification information to KHEAA for each student awarded a scholarship under these programs. The scholarship amount disbursed shall be equal to the amount charged by the PPI.

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The PPI specifically agrees that, as a condition of participation in the DCS and WKDC programs, the students enrolled in courses covered by the scholarship shall not be billed for these courses.

REPORTING

The PPI shall report enrollment information as specified by KHEAA for each academic term prior to disbursement of funds. This information shall be submitted to KHEAA on or after October 1st for the fall semester and on or after February 15th for the spring semester.

The PPI shall report grades for each DCS recipient enrolled in a dual credit course by January 30th for the fall semester and by June 15th for the spring. The PPI must complete the fall semester grade submission to KHEAA before spring semester funds will be disbursed.

In the event a student fails to successfully complete a dual credit course by achieving a passing postsecondary grade, fifty percent (50%) of the scholarship award for that student shall be returned to KHEAA by the PPI within thirty (30) days of the end of the academic term. The PPI shall not assess any additional charges to students should a return of funds to KHEAA be required due to unsuccessful completion of a course.

TERM

This agreement shall remain in effect until the later of June 30, 2024, or all DCS and WKDC scholarship funds have been reconciled and DCS grades submitted for dual credit courses completed during the 2023-2024 academic year, unless either entity terminates it upon not less than thirty (30) days' written notice. Further, the Agreement shall renew automatically for subsequent academic years unless the PPI notifies KHEAA in writing of its intent to cease participation.

KHEAA

Diana Barber Interim Executive Director

7-24-23

Date

Northern Kentucky University

resident

Date'

Approved as to Form and Legality: Miles F. Justice, General Counsel
Digitally signed by Miles F. Justice, - Segretal Counsel
Digitally signed by Miles F. Justice, - Segretal Counsel

Counsel for KHEAA