***INSTRUCTIONS FOR USING THIS FORM****: LANGUAGE IN RED MAY BE EDITED BY INSTITUTION. LANGUAGE IN BLACK SHOULD NOT BE EDITED WITHOUT TALKING TO THE OFFICE OF GENERAL COUNSEL*

**Dual Enrollment Agreement for Community Colleges**

**Between**

**(insert institution name)**

**and**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Board of Education/High School/School System**

This Dual Enrollment Agreement (“Agreement”), by and between (INSERT INSTITUTION NAME) (“Institution”) and [INSERT LEGAL ENTITY NAME] (“High School”),is for the purpose of providing eligible high school students the opportunity to earn both college and high school graduation credits simultaneously upon successful completion of qualified course(s), as further defined herein.

OVERVIEW

In accordance with the guidelines and policies set forth by the Tennessee Higher Education Commission and Tennessee Board of Regents (“TBR”) Policy 2:03:00:00, and the procedures established by Institution, Institution desires to provide eligible high school students the opportunity to earn both college and high school graduation credits simultaneously upon successful completion of qualified course(s) (each a “Dual Enrollment Course”). Dual Enrollment Courses include courses taken as part of a “Middle College” program of study where the high school students work to obtain an associate’s degree while concurrently earning a high school diploma.

Dual Enrollment Courses must be:

* Listed in the Institution’s catalog and use the course syllabus, including outcomes and requirements, and text and materials approved by the respective Institution department.
* (INSTITUTION MAY ADD ADDITIONAL PROVISIONS SPECIFIC TO YOUR CAMPUS)

Eligible students (“Students”) must be enrolled as 9th, 10th, 11th, or 12th grade students in a Tennessee public or nonpublic secondary school, or in a home education program. In order to enroll in a specific Dual Enrollment Course, Students must meet the course’s specific placement requirements as determined by the Institution.

In order to participate in a Dual Enrollment Course, Students must submit the following to the (INSERT APPLICABLE OFFICE NAME AT THE INSTITUTION):

* A completed application for admission signed by the Student;
* Required signatures from Student and parent or legal guardian of the Student.
* (INSTITUTION MAY ADD ADDITIONAL PROVISIONS SPECIFIC TO YOUR CAMPUS, i.e., any GPA requirements or prerequisites)
* In order to remain eligible to participate in Dual Enrollment Courses, Students must maintain a cumulative GPA of at least \_\_\_\_\_ (INSERT INSTITUTION’S GPA REQUIREMENT) in the Dual Enrollment Course(s) that the Student is taking in order to register for subsequent Dual Enrollment Courses. Exceptions must be submitted in writing to the Institution’s Vice President for Academic Affairs (INSERT PROPER TITLE).

IF THERE IS ALSO A MIDDLE COLLEGE PROGRAM, INSERT THE BELOW:

In order to participate in a “Middle College” program of study, Students must submit the following to the (INSERT APPLICABLE OFFICE NAME AT THE INSTITUTION):

* A completed application for admission signed by the Student;
* Required signatures from Student and parent or legal guardian of the Student.
* (INSTITUTION MAY ADD ADDITIONAL PROVISIONS SPECIFIC TO YOUR CAMPUS, i.e., any GPA requirements or prerequisites)
* In order to remain eligible to participate in a “Middle College” program of study, Students must maintain a cumulative GPA of at least \_\_\_\_\_ (INSERT INSTITUTION’S GPA REQUIREMENT) in the Dual Enrollment Course(s) that the Student is taking in order to register for subsequent Dual Enrollment Courses. Exceptions must be submitted in writing to the Institution’s Vice President for Academic Affairs (INSERT PROPER TITLE).

Dual Enrollment Courses may be held on the campus of the Institution or the High School as mutually agreed to by the parties.

1. RESPONSBILITIES OF THE PARTIES (INSTITUTION MAY EDIT/ADD ADDITIONAL PROVISIONS SPECIFIC TO YOUR CAMPUS)

A.1 The Institution:

* Is responsible for ensuring that a qualified faculty or adjunct faculty member with a Master’s degree and eighteen (18) graduate level hours in the teaching area is the instructor for the Dual Enrollment Course.
* Will provide a mandatory orientation session on the main campus or via videoconference for all adjunct faculty.
* Reserves the right to schedule an observation of all Dual Enrollment Courses held on the campus(es) of the High School by the Institution’s Dean or faculty mentor at any time to ensure that Institution’s expectations for the quality of the Dual Enrollment Course are met.
* Will initially classify Students enrolled in a Dual Enrollment Course as non-degree seeking. However, upon high school graduation or GED completion, the Dual Enrollment Course credit(s) may be applied toward an appropriate college-degree program so long as regular admissions requirements are met.
* Will adhere to High School’s standard operating procedures for the reservation and utilization of school equipment for all Dual Enrollment Courses operated on the High School’s campus.
* May require that the High School maintain science and computer laboratories and equipment appropriate and compatible for delivery of a Dual Enrollment Course held on the High School’s campus.
* May cancel any Dual Enrollment Course with enrollment insufficient to cover Institution’s expenses, so long as no invoices are sent to High School for such Dual Enrollment Course.
* On the schedule requested by High School, provide to High School for all Students completed grade reporting sheets and attendance reporting sheets.
* (INSTITUTION MAY EDIT/ADD ADDITIONAL PROVISIONS SPECIFIC TO YOUR CAMPUS)

A.2. The High School shall:

* Award high school graduation credit(s) for each Dual Enrollment Course successfully completed.
* Provide appropriate classroom space and instructional equipment, as determined by the Institution, for Dual Enrollment Courses offered on the High School campus.
* Pursuant to 0520-1-3-.06(4) (c) 1. of Tennessee Board of Education Rules, Regulations, and Minimum Standards for the Governance of Tennessee Public School (1994), retain the right to observe and supervise instruction, which is conducted on the High School campus during regular school hours.
* Agree to follow the Institution’s academic calendar for all Dual Enrollment Courses if requested by the Institution.
* Provide Institution with any grade reporting sheets or attendance reporting sheets that Institution will be requested to complete for Students.
* Ensure that each Student applies for the Dual Enrollment Lottery Grant and any other Tennessee Student Assistance Corporation (“TSAC”) grants available to pay for Dual Enrollment Courses prior to the deadlines set by TSAC.
* Not permit any Student to enroll in a Dual Enrollment Course unless that Student has either (i) provided to High School health information that establishes that the Student has complied with the recommended immunization schedule for measles, mumps, rubella and varicella for adults, issued by the Center for Disease Control and Prevention Advisory Committee on Immunization Practices or (ii) provided to High School documentation that meets the requirements of Rule 0140-02-09-.03 of the Tennessee Board of Regents regarding exemptions from vaccination requirements.
* Ensure that Students enrolling in a nursing, laboratory or allied health profession Dual Enrollment Course are aware of the need to comply with immunization requirements of entities providing clinical experiences associated with such courses.
* Ensure that each Student completes a waiver form indicating that the Student has received detailed information about (i) the recommended immunization schedule for measles, mumps, rubella and varicella for adults, issued by the Center for Disease Control and Prevention Advisory Committee on Immunization Practices and the availability and effectiveness of the recommended vaccines and (ii) the risk factors for hepatitis B infection and the availability and effectiveness of vaccine for persons who are at risk of the disease.

A.3. The Institution and the High School shall:

* Each designate a coordinator to provide oversight of details and distribute general program information and necessary forms to Students.
* Jointly determine the Dual Enrollment Courses to be offered, subject to Institution’s staffing and scheduling limitations and any enrollment or financial limitations.
* Provide appropriate information to the Students regarding Dual Enrollment Lottery Grant, Middle College Scholarship and any other TSAC grants available to pay for Dual Enrollment Courses.

AGREEMENT TERM:

B.1. Term. This Agreement shall be effective for the period of no more than one (1) year, commencing on [START DATE] and ending on [END DATE].

B.2. Term Extension. The parties may agree to extend the term of this Agreement for additional periods of time not to exceed five (5) years in length, so long as an amendment extending the term of this Agreement is executed prior to the expiration date of this Agreement.

C. FACULTY/COSTS

C.1. Instructors for the Dual Enrollment Courses shall be subject to the approval of both parties and will adhere to Institution’s policies regarding academic standards and documentation of attendance and grades. The Institution reserves the right to replace any Dual Enrollment Course instructor provided by the High School for non-performance and/or violation of Institution policies and guidelines. The parties will promptly enter into an amendment of this Agreement if the replacement results in the Institution then being responsible for compensating the instructor of the affected Dual Enrollment Course. The parties agree that the primary employer of a Dual Enrollment Course instructor (Institution or High School) shall be responsible to arrange and compensate, if required, a substitute in the event that the instructor will be absent for a class meeting.

C.2. In the event the instructor is provided and compensated by the Institution, such compensation will be based upon applicable Institution policies as to Institution faculty.

C.3. In the event the instructor is provided and directly compensated by the High School, such compensation will be based upon applicable High School policies and no funds shall be due to the High School from the Institution unless otherwise specified in Section C.6 below. This does not prevent the Institution from entering into separate agreements with instructors who are also employees of the High School to engage such instructors as adjuncts.

C.4. CHOOSE ONE OPTION DEPENDING ON THE INSTITUTION’S PROCESS

 **If Institution absorbs the cost of Dual Enrollment Courses that are not covered by Grant Monies, then delete all of the language below and insert:** Intentionally Deleted.

 **If the cost of Dual Enrollment Courses that are not covered by Grant Monies are paid by the HIGH SCHOOL then insert:** All costs associated with enrollment of Students in Dual Enrollment Courses shall be the responsibility of the High School, Student or Student’s parent or legal guardian. Institution shall invoice High School for such costs, and it shall be High School’s responsibility to seek any reimbursement of any such amounts from Student or Student’s parent or legal guardian, at High School’s discretion. Invoices will be sent to High School (INSERT TIMELINE- once Student enrollment numbers and Dual Enrollment Course schedules have been finalized OR each January and June during the term of this Agreement OR insert the schedule Institution and High School have agreed upon). High School shall remit payment to Institution at the address set forth in Section D.9 within thirty (30) days of receipt of an invoice. The costs shall be as set forth in Sections C.5. and C.6.

* Institution shall credit against amounts due from High School for each Dual Enrollment Course, all amounts received under the Tennessee Dual Enrollment Lottery Grant, Middle College Scholarship, or any other TSAC grant intended to pay for the costs of a particular Student’s enrollment in a Dual Enrollment Course (collectively, “Grant Monies”).
* Invoices shall include the names of all Students for enrolled in each Dual Enrollment Course and the names of all Students for whom Grant Monies were received. Students who have withdrawn from a Dual Enrollment Course prior to the Institution’s published withdrawal date.

 **If the cost of Dual Enrollment Courses that are not covered by Grant Monies are paid by the STUDENT/PARENT then insert:** All costs associated with enrollment of Students in Dual Enrollment Courses that not covered by amounts received under the Tennessee Dual Enrollment Lottery Grant, Middle College Scholarship, or any other TSAC grant intended to pay for the costs of a particular Student’s enrollment in a Dual Enrollment Course (collectively, “Grant Monies”) shall be the responsibility of the Student or Student’s parent or legal guardian. Institution shall invoice Students or the Student’s parent or legal guardian in accordance with the terms of the enrollment agreement documents between the parties. The costs shall be as set forth in Sections C.5. and C.6.

C.5. For Dual Enrollment Courses held at Institution’s facilities, the per Student cost per Dual Enrollment Course shall be equal to the per student cost that the Institution has set as the per student cost for enrollment in such course by other students of the Institution (the “Institution’s Class Cost”). The Institution’s Class Cost includes the cost of providing the instructor, classroom space, all maintenance and mandatory fees, textbooks and other class materials, and \_\_\_\_\_\_\_\_\_\_\_ [insert what costs are included]. The Institution’s Class Cost will not include any fees that the Tennessee Higher Education Commission has determined may not be charged for Dual Enrollment Courses. The following costs are not included in the Institution’s Class Cost but are associated and due for each Student in each Dual Enrollment Course (insert the name of each Dual Enrollment Course and what additional costs or supplies are not included). The parties acknowledge that the per student enrollment cost for each course the Institution offers, and all fees are approved by TBR and available for review by High School upon request.

C.6. For Dual Enrollment Courses held at High School’s facilities, High School agrees that the Institution’s cost of each Dual Enrollment Course will be calculated as follows: (if there is no cost to Institution then insert $0.)

 OPTIONS FOR HOW TO LIST COSTS- only use what is applicable, delete all others:

 In the event the instructor is provided and directly compensated by the High School, such compensation will be based upon applicable High School policies. The Institution shall reimburse the High School based upon the Institution’s applicable policies as to adjunct faculty. In no event shall the maximum liability of the Institution for such reimbursement exceed [WRITTEN DOLLAR AMOUNT] [$NUMBER AMOUNT]. The maximum liability shall not be subject to escalation for any reason or increased unless this Agreement is amended. If any extension of the term of this Agreement necessitates additional funding, the increase in the Institution’s maximum liability will also be affected through an amendment to the Agreement.

 OR

 In the event the instructor is provided and directly compensated by the High School, such compensation will be based upon applicable High School policies. The Institution shall reimburse the High School based upon the Institution’s applicable policies as to adjunct faculty. The \_\_\_\_\_\_\_\_\_\_\_(insert class name) instructor is employed by the High School and will be paid by the Institution a stipend of $\_\_\_\_ per student enrolled per term. The stipend amount shall not be subject to escalation for any reason unless this Agreement is amended. If any extension of the Agreement necessitates additional funding, the increase in the Institution’s maximum liability will also be affected through an amendment to the Agreement.

 OR

Course 1 (insert name of course): $\_\_\_\_\_\_\_\_. This amount includes the cost of the instructor for the Dual Enrollment Course and \_\_\_\_\_\_\_\_\_\_\_\_ (include any other items). This amount does not include the following costs which will be the responsibility of the High School and/or the Student or the parent or guardian of the Student: \_\_\_\_\_\_\_\_\_\_\_ (add any items such as CPR Cards, Malpractice Insurance, Certified Nursing Assistant Exams, Student Uniforms, transportation to clinical sites, certification test fees).

Course 2 (insert name of course): The sum of:

 \_\_\_\_\_% of the actual cost of salary and benefits paid by the Institution for the instructor of the \_\_\_\_\_\_\_\_\_\_\_ course (said instructor will be engaged for a ten-month MODFY contract, plus \_\_\_\_\_\_\_\_\_\_\_(insert other costs)

If other costs are anticipated to be incurred by Institution in connection with the Dual Enrollment Course, such as for supplies, Institution will obtain High School’s written approval of such costs prior to invoicing High School for the same.

C.7. In the event that a Student drops a Dual Enrollment Course by the Institution’s Drop/Add Deadline, Grant Monies will be returned to TSAC in accordance with Institution and TSAC polices.

D. TERMS AND CONDITIONS:

D.1. Required Approvals. The Institution is not bound by this Agreement until it is approved by the appropriate officials in accordance with applicable Tennessee laws and regulations as shown on the signature page of this Agreement.

D.2. Modification and Amendment. This Agreement may be modified only by a written amendment executed by all parties hereto and approved by the appropriate officials.

D.3. Performance. Each party agrees to work in good faith to achieve the objectives of this Agreement.

D.4. Termination. Either party may terminate this Agreement with or without cause for any reason by providing written notice to the other party. However, in no event shall termination be effective until the end of the academic year then in progress.

D.5. Nondiscrimination. For Public Schools Use this language and delete the language for private schools: Each party hereby agrees that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Agreement or in the employment practices of either party on the grounds of disability, age, race, color, religion, sex, veteran status, national origin, or any other classification protected by Federal, or State constitutional or statutory law.

 For Non-Public Schools Use this language and delete the language for public schools: The High School hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Agreement or in the employment practices of the High School on the grounds of disability, age, race, color, religion, sex, veteran status, national origin, or any other classification protected by Federal, or State constitutional or statutory law. The High School shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.6. State and Federal Compliance. Each party shall comply with all applicable State and Federal laws and regulations, including without limitation with the Family Educational Rights and Privacy Act (FERPA) (collectively, the “Laws”). Each party agrees that its officers, employees and agents will use personally identifiable information from an education record disclosed pursuant to this Agreement only for the purposes for which the disclosure was made and not for any other purpose unless permitted by the Laws or necessary in order to comply with this Agreement. For purposes of clarity, the parties acknowledge that Students enrolled in Dual Enrollment Courses are students of both the Institution and the High School with educational records created by the instructors of such Dual Enrollment Courses being records of both the Institution and the High School. The parties further acknowledge that the Laws applicable to educational records held by the Institution differ from those applicable to educational records held by the High School and agree that the Laws applicable to educational records held by the Institution shall apply only to the Institution, and the Laws applicable to educational records held by the High School shall apply only to the High School. The personally identifiable information may not be disclosed or re-disclosed by either party to any but the other party without prior written consent of the Student, the parent or legal guardian of the Student, or as otherwise permitted by FERPA or this Agreement.

D.7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.

D.8. Severability. If any terms or conditions of this Agreement are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Agreement are declared severable.

D.9. Communications and Contacts.

 The Institution:
 [NAME AND TITLE OF CONTACT PERSON]
 [INSTITUTION NAME]
 [ADDRESS]
 [TELEPHONE NUMBER]
 [FACSIMILE NUMBER]

The High School:
 [NAME AND TITLE OF CONTACT PERSON]
 [HIGH SCHOOL NAME]
 [ADDRESS]
 [TELEPHONE NUMBER]
 [FACSIMILE NUMBER]

D.10. Relationship of the Parties. This Agreement shall in no way be interpreted as creating an agency or employment relationship between the parties.

D.11. Liability. Institution is a public institution of higher education and a member of the State University and Community College System of Tennessee governed by the Tennessee Board of Regents. As a state entity, its liability arising from performance under this Agreement shall be subject to and limited to those rights and remedies, if any, available under T. C. A. §§ 9-8-101 through 9-8-407. The High School is a political subdivision of the state and, as, such its liability for injuries which may result from its performance under this Agreement shall be subject to and limited to those rights and remedies, if any, available under the Tennessee Governmental Tort Liability Act, §§ T. C. A. 29-20-201, et seq. **(The last sentence should be deleted when the agreement is with a private school)**

 Each party shall be solely liable for payment of its portion of all claims, liability, costs, expenses, demands, settlements, or judgments resulting from action or omissions of itself or those for whom it is legally responsible, relating to or arising under this Agreement.

|  |
| --- |
| IN WITNESS WHEREOF: |
| **[HIGH SCHOOL LEGAL ENTITY NAME]:** |
|  |
| [INSERT NAME AND TITLE] | **Date** |
|  |
| **[INSTITUTION NAME]:** |
|  |
| [INSERT NAME AND TITLE] | **Date** |
| **TENNESSEE BOARD OF REGENTS:** |
|  |
| Flora W. Tydings, Chancellor | **Date** |