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

**Dual Enrollment Agreement for Community Colleges**

**Between**

**Southwest Tennessee Community College**

**and**

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

This Dual Enrollment Agreement (“Agreement”), by and between Southwest Tennessee Community College (“College”) and [INSERT LEA/HIGH SCHOOL 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 College, College 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 College’s catalog and use the course syllabus, including outcomes and requirements, and text and materials approved by the respective College department.
* (COLLEGE 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 College.

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

* A completed application for admission signed by the Student;
* Required signatures from Student and parent or legal guardian of the Student.
* (COLLEGE 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 COLLEGE’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 College’s Vice President for Academic Affairs (INSERT PROPER TITLE).

IF THERE IS ALSO A MIDDLE COLLEGE, EARLY COLLEGIATE HIGH SCHOOL, OR SIMILAR PROGRAM, INSERT THE BELOW:

In order to participate in a “Middle College” program of study, Students must submit the following no later than the start of classes to the (INSERT APPLICABLE OFFICE NAME AT THE COLLEGE):

* A completed application for admission signed by the Student;
* All documents necessary for admission and for eligibility for the TSAC grant;
* Required signatures from Student and parent or legal guardian of the Student.
* (COLLEGE 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 COLLEGE’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 College’s Vice President for Academic Affairs (INSERT PROPER TITLE).

(INSERT WHEN WORKING WITH K-12) Students must register with College’s disability services office in order to receive accommodation in their college course(s), when applicable. A Student’s high school IEP does not provide accommodations for courses taken as part of this Agreement.

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

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

A.1 The College:

* 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, or the related Bachelor’s degree for a technical course, 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 College’s Dean or faculty mentor at any time to ensure that College’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 College’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.
* (COLLEGE 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 College, for Dual Enrollment Courses offered on the High School campus.
* Retain the right to observe and supervise instruction, which is conducted on the High School campus during regular school hours.
* Agree to follow the College’s academic calendar for all Dual Enrollment Courses if requested by the College.
* Provide College with any grade reporting or attendance reporting that College 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 immunization requirements of Tennessee Board of Regents Policy 2.03.00.00, Admission at the Community Colleges regarding exemptions from vaccination requirements.
* Ensure that Students enrolling in a nursing, laboratory or allied health profession Dual Enrollment Course are aware that entities providing clinical experiences associated with such courses may impose immunization requirements for participation in a clinical experience.
* 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 College 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 College’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 three (3) 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 College’s policies regarding academic standards and documentation of attendance and grades. The College reserves the right to replace any Dual Enrollment Course instructor provided by the High School for non-performance and/or violation of College policies and guidelines. The parties will promptly enter into an amendment of this Agreement if the replacement results in the College 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 (College 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 College, such compensation will be based upon applicable College policies as to College 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 College unless otherwise specified in Section C.6 below. This does not prevent the College 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 COLLEGE’S PROCESS

 **If College 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. College 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 College and High School have agreed upon). High School shall remit payment to College at the address set forth in Section D.10 within thirty (30) days of receipt of an invoice. The costs shall be as set forth in Sections C.5. and C.6.

* College 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 whom Grant Monies were received. Withdrawing from a Dual Enrollment Course while receiving a Dual Enrollment grant after the College’s defined census date may cause a Student to become permanently ineligible for the Dual Enrollment Grant program. Students who withdraw from a Dual Enrollment Course prior to the College’s defined and published withdrawal date will remain eligible for the Dual Enrollment Grant in accordance with TSAC policies.

 **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. College 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 College’s facilities, the per Student cost per Dual Enrollment Course shall be equal to the per student cost that the College has set as the per student cost for enrollment in such course by other students of the College (the “College’s Class Cost”). The College’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 College’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 College’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 College 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 College’s cost of each Dual Enrollment Course will be calculated as follows: (if there is no cost to College 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 College shall reimburse the High School based upon the College’s applicable policies as to adjunct faculty. In no event shall the maximum liability of the College for such reimbursement exceed [WRITTEN DOLLAR AMOUNT] [$NUMBER AMOUNT]. The maximum liability shall not be subject to escalation for any reason or increased unless agreed to in an amendment to this Agreement. If any extension of the term of this Agreement necessitates additional funding, the increase in the College’s maximum liability will also be established 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 College shall reimburse the High School based upon the College’s applicable policies as to adjunct faculty. The \_\_\_\_\_\_\_\_\_\_\_(insert class name) instructor is employed by the High School and will be paid by the College a stipend of $\_\_\_\_ per student enrolled per term. The stipend amount shall not be subject to escalation for any reason unless agreed to in an amendment to Agreement. If any extension of the Agreement necessitates additional funding, the increase in the College’s maximum liability will also be established 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 College 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 College in connection with the Dual Enrollment Course, such as for supplies, College 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 College’s Drop/Add Deadline, Grant Monies will be returned to TSAC in accordance with College and TSAC polices.

D. TERMS AND CONDITIONS:

D.1. Required Approvals. The College 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, to the extent required by law, 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. Allegations of Sexual Harassment or Other Discrimination.

If the College receives a report of sexual harassment or other discrimination relating to a High School student’s participation in DE classes or related activities, the College will coordinate with the High School to determine jurisdiction, to coordinate the provision of supportive measures, and to respond pursuant to the appropriate policy and procedures based on the allegations and identities of the individuals involved.

If the High School receives a report of sexual harassment or other discrimination relating to the College’s education program or activity, the High School will coordinate with the College to determine jurisdiction, to coordinate the provision of supportive measures, and to respond to the report under the appropriate policy and procedures based on the allegations and identities of the individuals involved.

D.7 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 College and the High School with educational records created by the instructors of such Dual Enrollment Courses being records of both the College and the High School. Consistent with 34 C.F.R. § 99.31(a)(2), each party agrees to disclose to the other party education records which the other party needs for purposes related to the student’s Dual Enrollment. The parties further acknowledge that the Laws applicable to educational records held by the College differ from those applicable to educational records held by the High School and agree that the Laws applicable to educational records held by the College shall apply only to the College, 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.8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.

D.9. 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.10. Communications and Contacts.

 The College:
 [NAME AND TITLE OF CONTACT PERSON]
 Southwest Tennessee Community College
 5983 Macon Cove

 Memphis, TN 38134
 [TELEPHONE NUMBER]
 [EMAIL]

 With a copy to:

 Contracts & Reporting

 Tennessee Board of Regents

 1 Bridgestone Park, Third Floor

 Nashville, TN 37214

 Phone: (615) 366-4400

 Email: contracts.reporting@tbr.edu

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

D.11. Relationship of the Parties. This Agreement shall in no way be interpreted as creating an agency or employment relationship between the parties.

D.12. Liability. College is a public College 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** |
|  |
| **SOUTHWEST TENNESSEE COMMUNITY COLLEGE:** |
|  |
| Dr. Tracy D. Hall, President | **Date** |
| **TENNESSEE BOARD OF REGENTS:** |
|  |
| Flora W. Tydings, Chancellor | **Date** |