**APPENDIX II: DUAL ENROLLMENT FOR DUAL CREDIT AGREEMENT (EXAMPLE)**

This Agreement is entered into by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_hereinafter referred to as the "College," and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_the Local Educational Agency hereinafter referred to as the "LEA." The purpose of this Agreement is to establish a Dual Enrollment for Dual Credit program, which enables eligible high school students to enroll in college-level courses through the College to dually earn credits for a high school diploma and a postsecondary educational credential.

The parties hereto believe that this Agreement will provide essential enhanced learning opportunities for qualified students during and after normal high school class hours through the effective use of the College programs and resources. At no time will the College or the LEA apply unethical pressure upon students or educational personnel to participate in Dual Enrollment for Dual Credit courses or programs.

1. **STUDENT ELIGIBILITY**

The College and the LEA do hereby agree as follows:

1. Students must satisfy the requirements prescribed in Alabama Community College System (ACCS) Board of Trustees Policy 801.01: Admission: General, with the exception of proof of high school graduation or GED completion.
2. Students must be rising 10th, 11th, or 12th graders as defined by the LEA’s promotion/retention policy. Exceptions may be granted through ACCS waiver requests including but not limited to students documented as gifted under Alabama Administrative Code §290-8-9.12.

[INSERT APPROVED EXCEPTIONS]

1. Students seeking enrollment in courses leading to Dual Enrollment for Dual Credit coursework must have a minimum cumulative (unweighted) high school grade point average of 2.5 on a 4.0 scale. Exceptions may be granted per program through ACCS waiver requests.

[INSERT APPROVED EXCEPTIONS]

1. Students must have written approval of a secondary school official. Dual Enrollment for Dual Credit eligibility for students enrolled in private, home school/private tutor, parochial, or church/religious secondary educational entities must be documented in writing by an appropriate school official. Approval from secondary school officials indicates that the student has demonstrated both academic readiness and social maturity.
2. Students who meet the criteria for initial admission to a Dual Enrollment for Dual Credit Program will maintain continuous eligibility so long as they earn a grade of C or better in all attempted college courses.

[INSERT LOCAL CONTINUOUS ELIGIBILITY PROCEDURES]

Students must meet the established college placement criteria before enrolling in Dual Enrollment for Dual Credit coursework.

**II. ELIGIBLE COURSES AND COURSE/CREDIT EQUIVALENCIES**

Dual Enrollment for Dual Credit courses offered by the College shall be of postsecondary/college level. Students may be exposed to and be involved in discussions of mature subject matter. Course curriculum will not be modified. Courses may be offered at [INSERT APPROVED LOCATIONS]. Courses may be canceled at the discretion of the College for reasons such as, but not limited to, low enrollment or lack of credentialed faculty.

Dual Enrollment for Dual Credit courses offered by the College shall be drawn from the College’s existing academic inventory of credit courses. Courses numbered below 100 are not eligible for Dual Credit. Co-requisite courses above 100 are eligible. Students may not audit courses under the terms of this agreement.

**III. FACULTY QUALIFICATION AND REQUIREMENTS**

Dual Enrollment for Dual Credit instructors shall be faculty of the College. Faculty must be under the ultimate control and supervision of the College. The College will provide faculty orientation, supervision, and evaluation. A high school teacher assigned to teach Dual Enrollment for Dual Credit courses will be employed as an adjunct faculty member of the College and must meet the credentialing requirements of the Alabama Community College System and applicable accrediting agencies. Documentation of appropriate faculty credentials which meet or exceed accrediting agencies' requirements must be on file at the College. Faculty credentials shall be provided to the appropriate secondary officials as needed to meet credentialing standards of appropriate accrediting agencies.

[INSERT CONTACT INFORMATION OF INSTRUCTIONAL OFFICER RESPONSIBLE FOR FACULTY CREDENTIALING]

**IV. FACULTY COMPENSATION**

The college shall be responsible for the compensation (examples include but are not limited to salaries, stipends, or supplements) of faculty in accordance with ACCS and institutional policy. New consortia arrangements and/or contractual agreements whereby the institution pays the secondary system or high school to provide the instruction for Dual Enrollment for Dual Credit classes are prohibited as they may:

(1) lessen the institution's ability to exercise control and supervision of the instructor and

(2) increase the complexity of compliance with accreditation standards related to educational programs.

Faculty may not receive dual compensation for instructional time.

**V. CREDIT AWARDED**

Secondary schools follow guidelines established by the State Department of Education (SDE) when assigning credit for Dual Enrollment courses that satisfy requirements for graduation as outlined in AAC Rule 290-3-1-.02(8)(a). Partial/full credit agreements shall be developed by the local board of education and the College for courses that are excluded from the SDE guidelines for assigning credit. The Dual Enrollment- High School Graduation Requirement Equivalency List developed by the SDE identifies dual enrollment courses taken through the ACCS that may satisfy one or more Alabama High School Diploma graduation requirements.

[INSERT OR ATTACH CREDIT AGREEMENTS]

**VI. TRANSCRIPTS**

Courses approved for dual credit shall be posted on both the College and LEA transcripts. It shall be the responsibility of the College to report grades (in numerical format) to LEA officials.

**VII. ANNUAL EVALUATION PLAN**

Dual Enrollment instructors will be evaluated by the college according to its own institutional policy for standard faculty evaluation. It is not necessary for Dual Enrollment courses to be evaluated by the SDE.

**VIII. STUDENT ISSUES AND INFORMATION**

The Dual Enrollment for Dual Credit program shall operate on the College schedule, which may vary greatly from the LEA schedule. Students must follow the College schedule for Dual Enrollment for Dual Credit courses. The College is not responsible for the supervision of Dual Enrollment for Dual Credit students during non-class times or periods of absence.

The LEA must honor ACCS institution policies and procedures including, but not limited to, attendance and instructional dates, drop/add and withdrawal policies, student code of conduct, and grading policies for dually enrolled students. Students must adhere to all College policies and requirements including, but not limited to, those outlined in course syllabi, the academic calendar, the catalog, and the Student Code of Conduct. The College reserves the right to refuse re-admission to any student who violates College policies.

The LEA will be notified by the College of any enrollment status change including but not limited to non-attendance, withdrawals, and non-payment.

[INSERT OR ATTACH AGREEMENTS RELATED TO METHODS FOR ADDRESSING STUDENT ISSUES, ATTENDANCE, MONITORING, ETC.]

**IX. PROVISIONS FOR DISABILITY SERVICES AND ACCOMMODATIONS**

Participation in a Dual Enrollment for Dual Credit program is considered to be a choice on the part of the student. Therefore, the Individuals with Disabilities Education Act (IDEA) requirements concerning a Free Appropriate Public Education (FAPE) do not apply in a postsecondary educational setting. Requirements under the IDEA do not apply to the postsecondary level. Therefore, services described in the Individual Education Plan (IEP) will not be honored by the College for Dual Enrollment for Dual Credit courses.

The College will, however, comply with Section 504 of the Rehabilitation Act and the Americans with Disabilities Act (ADA) which guarantees that "no qualified individual with a disability may be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination if otherwise qualified". Students with disabilities who meet the prerequisites for the College courses may be provided reasonable accommodations that allow equal access.

It is the student's responsibility to disclose and provide current documentation in support of his or her request for accommodation from the disability services office of the college. Decisions regarding accommodations provided in postsecondary courses will be made by the institution upon submission of appropriate documentation. Institutions will not provide modifications to change the course content or performance expectations that would substantially alter the essential functions or physical demands of the course, unless required to do so by applicable law. Accommodations available at the LEA may not be provided by the postsecondary institution.

[INSERT OR ATTACH CONTACT INFORMATION FOR COLLEGE ADA OFFICE AND INFORMATION REGARDING SHARED SERVICES]

**X. TRANSPORTATION RESPONSIBILITY**

Transportation is the responsibility of the parent/guardian of such student unless otherwise negotiated between the College and the LEA.

[INSERT OR ATTACH AGREEMENTS RELATED TO TRANSPORTATION SERVICES]

**XI. COMMUNICATION TO PARENTS AND STUDENTS**

The College will notify parents and students of the educational and economic benefits of the Dual Enrollment for Dual Credit program as well as requirements for participation and enrollment procedures. The institution will communicate the confidentiality requirements of the Family Education Rights and Privacy Act (FERPA) regarding college students. This information is included in the College’s [list appropriate publications and/or website].

The college will advise students that Dual Credit becomes part of their permanent college transcript and must be reported to any college attended in the future. The college will advise students of consequences of failure or withdrawal on future financial aid availability and Satisfactory Academic Progress (SAP).

Parents may access student records regarding Dual Credit through the LEA according to the regulations set forth in the Family Education Rights and Privacy Act (FERPA) regarding college students. ACCS institutions and LEAs may share student records under FERPA under the conditions outlined in (20 U.S.C. § 1232g; 34 CFR § 99.31).

The College may provide an Authorization for Release of Information form to allow the release of student academic records, financial information, and/or disciplinary information to parents, guardians, or others.

[INSERT, ATTACH INFORMATION OR ACCESS INSTRUCTIONS FOR DE ELIGIBILITY, DE RISK / REWARD ADVISEMENT, FERPA WAIVER REQUESTS]

**XII. FINANCIAL ARRANGEMENTS**

Students in Dual Enrollment for Dual Credit courses are responsible for the cost of tuition, fees, textbooks, and materials and supplies as required by the College unless covered by alternative funding sources.

Students must adhere to institutional financial policies and deadlines to avoid being automatically dropped from course rolls. The LEA will be notified of such action.

[INSERT OR ATTACH AGREEMENTS RELATED TO FINANCIAL ARRANGEMENTS, SCHOLARSHIPS, STUDENT/LEA RESPONSIBILITIES, ETC.]

**XIII. OTHER UNDERSTANDINGS AND/OR RESPONSIBILITIES**

The College has the right to restrict a student's enrollment on the basis of academic readiness, social maturity, health and safety concerns, course availability, and/or local College policy. Student enrollment in a combined number of high school and college courses per term will not exceed that which is educationally sound as determined by the College and the LEA.

**XV. TERMS OF AGREEMENT**

The terms of this Agreement shall be effective for the current academic year for which it is signed. Thereafter, this Agreement shall be reviewed annually and should be renewed every three years unless changes are required. Either party may request a change or termination of the agreement, which must be submitted in writing at least 90 days before such change or termination.

IN WITNESS WHEREOF, the parties have executed this Agreement on this day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_.

President Superintendent/Chief Administrative Officer

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