**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.

This Agreement stands in conjunction with and to any other agreements unrelated to dual enrollment between the College and the LEA. It is not the intent of this Agreement to replace any other agreements between the College and the LEA that is not related to dual enrollment. This Agreement supersedes and replaces any prior dual enrollment agreement between the parties.

**I. STUDENT ELIGIBILITY**

The College and the LEA do hereby agree as follows:

A. 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.

B. 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 and talented under Alabama Administrative Code §290-8-9.12.

[INSERT APPROVED EXCEPTIONS]

C. 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]

D. 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.

E. 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 retained as a faculty member of the College. Faculty must be under the ultimate control and supervision of the College. The College will provide orientation, supervision, and evaluation of faculty. A high school teacher assigned to teach Dual Enrollment for Dual Credit courses as a College faculty member will be treated as an adjunct and employed as a Dual Enrollment Instructor 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 AND STAFF COMPENSATION**

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 between the parties as they may lessen the institution's ability to exercise control and supervision of the instructor and increase the complexity of compliance with accreditation standards related to educational programs.

The College shall be responsible for the compensation of dual enrollment faculty in accordance with ACCS and institutional policy.

**Full-time high school instructors who teach any College dual enrollment course *before or after K-12 school hours* will be treated as** **part-time dual enrollment instructors for the College and they will receive compensation for instructional time.**

**Full-time high school instructors who teach any College dual enrollment course *during regular K-12 school hours* will be treated as K-12 part-time dual enrollment instructors for the College and they will not receive compensation for instructional time.**  Rather, they will be compensated for the following duties:

* Maintain consistent communication with the College personnel including, but not limited to, dual enrollment staff, departmental division chair, and instructional and student deans' offices. Official communications must be sent through the College’s email account.
* Assist in registering dual enrollment students for their dual enrollment courses.
* Assist dual enrollment students with completing the College Admission Application.
* Verify class rosters and maintain up-to-date enrollment records.
* Provide the College dual enrollment staff with appropriate student progress reports, student attendance such as no-show reports, and other pertinent college information.
* Provide grade analysis and appropriate college-level data.
* Participate in dual enrollment faculty professional development.
* Provide current curriculum vitae and maintain credentialing.
* Entering grades in Banner.
* Follow all College faculty policies.
* Publicize the College’s dual enrollment opportunities.
* Publicize the College’s dual enrollment events.
* Publicize the College’s Scholarships opportunities, Preview Days, and Registration events for graduating seniors.
* Publicize and participate in Dual Enrollment Recognition Days, taking group pictures of College dual students for the College’s dual enrollment newsletter, and dual enrollment field trips to the College.

**This is done to specifically ensure that dual compensation for instructional time is not paid.**

To the extent High School Dual Enrollment Support Staff are needed, they will be compensated for the following duties ( if applicable):

* Determine student eligibility.
* Assist students with registering for the College’s dual enrollment courses.
* Provide student transcripts.
* Provide ACT Scores if needed.
* Provide course rosters if needed.
* Proctoring Exams.
* Organize and review student approval forms and applications before submission to the College.
* Coordinate counseling efforts with the College dual enrollment representative.
* Publicize dual enrollment opportunities to all eligible students.
* Assist College dual enrollment and enrollment management teams with announcing and transiting seniors interested in College to registration events, FAFSA Nights, and dual enrollments events at The College.
* Publicize College dual enrollment opportunities.
* Publicize College dual enrollment events.
* Publicize College Scholarships opportunities, Preview Days, and Registration events for graduating seniors.
* Publicize and participate in Dual Enrollment Recognition Days.
* Attend College Counselors Luncheons and training sessions.
* Provide a space for College dual enrollment staff and enrollment management staff to assist dual enrollment with completing the College Admission application and Dual enrollment registration form.
* Provide a space for College dual enrollment staff and enrollment management staff to meet with graduating seniors to assist them with College Admission Application, FAFSA, scholarships, and registration for their summer and fall college classes as needed.

**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 LEA 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 faculty members who are treated as adjuncts for the College 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 ADA Coordinator for students at the College. Decisions regarding accommodations provided in postsecondary courses will be made by the College upon submission of appropriate documentation. The College 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 College.

[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 not be able to 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. The College and LEA 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 THE ELIGIBILITY, THE 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.

As funds are available, the College will apply for Alabama Community College Workforce grant funds to pay tuition and fee for approved career-technical (excluding cosmetology), health, and academic courses. Funds may be available for course-related equipment and supply needs. Proposal requests for eligible courses, equipment, and supplies for the next calendar year should be made by April 1 each year. There will be no funding guarantee for untimely requested courses, equipment, and supplies, though the College will prioritize any late requests to assist the LEA.

[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.

**XIV. TERMS OF AGREEMENT**

The term of this Agreement shall be effective for the current academic year for which it is signed and shall renew automatically from year to year. However, this Agreement shall be reviewed annually and should be re-entered at least once every three years. 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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