**DUAL ENROLLMENT PROGRAM AGREEMENT BETWEEN**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**AND**

**MIDDLE TENNESSEE STATE UNIVERSITY**

This Dual Enrollment Program Agreement (“Agreement”) is entered into as of the date of the final signature below (“Execution Date”), by and between Middle Tennessee State University, hereinafter referred to as the “Institution” \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as “School” and shall become effective commencing upon the start date of the contract term as outlined in the Agreement (“Effective Date”).

The following schools have agreed to participate in Academic Year \_\_\_\_\_\_\_\_\_\_:

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In accordance with the guidelines set forth by the Tennessee Higher Education Commission (THEC), and the procedures established by Middle Tennessee State University, Institution does hereby enter into this Agreement 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).

Qualified courses are those listed in the current Institution catalog which uses the course syllabus, including outcomes and requirements, and text and materials approved by the respective Institution department.

Eligible 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.

Students may enroll in a specific course based on the course’s specific placement requirements as determined by the Institution. Enrollment must be in dual enrollment courses in the general education core, Tennessee Transfer Pathways leading to a degree, Career and Technical Program of Study leading to an academic award, or middle college or equivalent program.

Students must submit to the Institution:

* A completed application for admission signed by the student;
* Required forms and documents necessary to complete admissions to Institution; and,
* Required signatures from student and parent or legal guardian.

Students will be classified initially as non-degree seeking but upon high school graduation or GED completion, the course credit(s) may be applied toward an appropriate college-degree program if regular admissions requirements are met.

High school students enrolled in the dual enrollment program must maintain a cumulative GPA of at least 2.75 in the Institution course(s) in order to register for subsequent Institution course(s). Exceptions must be submitted in writing to the University Provost.

All costs associated with enrollment in college courses shall be the responsibility of the School, student, or student’s parent or legal guardian.

Students may be eligible for the Tennessee Lottery Dual Enrollment Grant and may complete an application online through the Tennessee Student Assistance Corporation (TSAC) within the appropriate time frame.

1. Responsibilities of the Parties

1. Institution:
* Is responsible for ensuring a qualified faculty or adjunct faculty with a Masters degree with eighteen (18) graduate level hours in the teaching area to teach the course.
* Will provide a mandatory orientation session on the main campus for all adjunct faculty.
* Reserves the right to schedule an observation of the class by the Dean or the faculty mentor at any time to ensure that Institution outcomes are met.
* Will conduct periodic performance reviews of all faculty and reserves the right to refuse reappointment of any instructor who does not meet Institution’s standards of instruction.
* Will award Institution credit for each course successfully completed.
* Will adhere to School’s standard operating procedures for the reservation and utilization of school equipment.
* Reserves its right to approve science and computer laboratories and equipment as appropriate and compatible for delivery of a course.
* Will make effort to coordinate course delivery with the needs of the high school.
* Maintains its right to cancel any class with enrollment insufficient to cover expenses.

2. School:

* Award high school graduation credit(s) for each college course successfully completed.
* Provide appropriate classroom space and instructional equipment for classes offered on site.
* Pursuant to Rule 0520-01-03-.06(4) (c) 1. of the 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 in the high school during regular school hours.
* Be responsible for all costs of, and for ensuring compliance with, all local, state and/or federal laws regarding disability access for all students enrolled under this program, wheresoever located.

3. Institution and School:

* Designate a duly responsible coordinator to provide oversight of details and distribute general program information and necessary forms to students.
* Jointly determine the course(s) to be offered, subject to Institution staffing and scheduling limitations.
* Agree to follow Institution’s academic calendar for all courses offered. Any exceptions must be approved by Institution.
* Provide appropriate information to the student regarding the Dual Enrollment Lottery Grant.
* Use and maintain all student education records, in whatever form or format, obtained while performing services under this Agreement in a manner consistent with the Family Educational Rights and Privacy Act (FERPA) and all University and School policies including, but not limited to, MTSU Policy 318, Access to Education Records. Parties agree 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. 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 or as otherwise permitted by the Agreement. Any use or disclosure of personally identifiable information not authorized by the Agreement shall be promptly reported to the other party and shall include information deemed necessary to allow mitigation of any deleterious effect of such use or disclosure to be undertaken.
* Ensure that Institution faculty who teach dual enrollment course(s) pursuant to this Agreement undergo the same background check and fingerprint screenings required of faculty employed by School. School will make the determination as to whether the faculty member will be allowed to teach dual enrollment course(s). An approved faculty member will not require future screenings provided there is no break in service for over one (1) year.
1. Agreement Term

1. Term. This Agreement shall be effective for the period commencing on [Start Date] and ending on [End Date].

1. Term Extension. Institution reserves the right to extend this Agreement for an additional period or periods of time representing increments of no more than one (1) year and a total term of no more than five (5) years, provided that Institution notifies School in writing, of its intention to do so at least thirty (30) days prior to the Agreement expiration date. An extension of the term of this Agreement will be affected through an amendment to the Agreement. If any extension of the Agreement necessitates additional funding, the increase in Institution’s maximum liability will also be affected through an amendment to the Agreement.
2. Faculty
3. Instructors for the dual enrollment classes shall be subject to the approval of both parties and will adhere to Institution policies regarding academic standards, documentation of attendance, grades, and access to student education records as specified in Section A.3. above and as set forth in applicable MTSU policies.
4. In the event the instructor is provided and compensated by Institution, such compensation will be based upon applicable Institution policies as to Institution faculty.

3. In the event the instructor is provided and directly compensated by the School, such compensation will be based upon applicable School policies and no funds shall be due from Institution.

 OR

In the event the instructor is provided and directly compensated by School, such compensation will be based upon applicable School policies. Institution shall reimburse School based upon Institution’s applicable policies as to adjunct faculty. In no event shall the maximum liability of Institution for such compensation exceed $2,500.00 per course. The maximum liability 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 Institution’s maximum liability will also be affected through an amendment to the Agreement.

1. Terms and Conditions
2. Required Approvals. 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.
3. Modification and Amendment. This Agreement may be modified only by a written amendment executed by all parties hereto and approved by the appropriate officials.
4. Performance. Institution reserves the right to replace or request School to replace any instructor for non-performance and/or violation of Institution policies and guidelines.
5. Termination. Either Party may terminate this Agreement with or without cause for any reason. Either party shall provide the other party with at least ninety (90) days’ written notice before the effective termination date. Termination shall not be effective until the end of the academic year then in progress.
6. Nondiscrimination. 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 School on the grounds of disability, age, race, color, religion, sex, veteran status, national origin, or any other classification protected by Federal, or State law. School shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
7. State and Federal Compliance. School shall comply with all applicable State and Federal laws and regulations, including Institution policies and guidelines in the performance of this Agreement.
8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.
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.
10. Communications and Contacts.

Middle Tennessee State University
ATTN: Dr. Rick Sluder, Vice Provost for Student Success and Dean, University College
1301 E. Main Street, Box 54

Murfreesboro, TN 37132
Phone: 615-898-2324

Email: rick.sluder@mtsu.edu

School: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 ATTN: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
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Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Relationship of the Parties. This Agreement shall in no way be interpreted as creating an agency or employment relationship between the parties.
2. Liability. Institution is a public institution of higher education. 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. Institution 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.*

 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, the parties, through their authorized representatives, have affixed their signatures below.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (School) **MIDDLE TENNESSEE STATE UNIVERSITY**

Signature:

 Alan R. Thomas, Vice President
 Business and Finance

Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title:

Date: Date: