

**Note: Language enclosed in [ ] is optional for this contract.**

## **Dual Enrollment Contract**

**Between**

\_\_\_\_\_ **Community College**

**and**

\_\_\_\_\_ **(School/System)**

The purpose of this agreement is to set out the terms and conditions upon which courses will be offered under the "Virginia Plan for Dual Enrollment Between Virginia Public Schools and Community Colleges" established by the Secretary of Education, the VCCS Chancellor, and the Superintendent of Public Instruction in January 2005, and revised in March 2008. The purpose of this offering is to allow high school students to take college-level courses and receive both college credit and high school credit towards graduation.

Each party does hereby agree to the following:

1. Under this agreement, \_\_\_\_\_ Community College, (herein after "the College"), will make available college-level courses to students of \_\_\_\_\_ (School/System) for the \_\_\_\_\_ - \_\_\_\_\_ academic year.

The courses to be offered will be established by mutual agreement of both parties for the fall and spring semesters. A list of courses can be found as Attachment 1, and are hereby incorporated into this agreement.

The responsibilities of the parties pursuant to this agreement are conditional upon student registration for the course(s) being completed and subject to adequate student enrollment as determined by the college. The College and \_\_\_\_\_ (School/System) reserve the right to cancel any class sections or add sections, no later than the census date for the class as determined by the college.

2. Tuition & Fees

Pursuant to the Virginia Plan for Dual Enrollment, schools and colleges are encouraged to provide high school students the opportunity for dual enrollment at no cost to them or their families. If tuition will be charged, then the School will pay on behalf of the student or students, or the student will pay the College, the mandatory tuition and any fees established by the State Board for Community Colleges at the rate then in effect at the time the classes begin. Where the School agrees to pay the tuition and fees, the College will bill the School on a semester basis. If the parties agree the students are responsible for such payments, the College will bill the students directly for them.

3. Textbooks

The College reserves the right to determine the textbooks used in dual enrollment courses. [The provision of all dual enrollment course textbooks is the responsibility of the \_\_\_\_\_ (School/System/student) \_\_\_\_\_.] [Required textbooks will (be available for purchase from the college's bookstore/may be rented from the high school).]

4. Payment for Other Services

Fees and reimbursement for other costs and services will be determined by mutual consent of the       (School/System)       and the College per Attachment 2, which is hereby incorporated herein and made a part of this Agreement.

5. Faculty

a. Selection

(1) Authority to Select/Hire

The selection and supervision of instructional faculty for all community college courses covered by this agreement will be the responsibility of the College.       (School/System)       may recommend qualified teachers who are interested in teaching in the dual enrollment program to the College for consideration. Each faculty member teaching in the dual enrollment program shall be a member of the college's full-time or part-time faculty or an employee of the       (School/System)      .

(2) Dual enrollment course faculty must meet the minimum credential requirements set forth by Form VCCS-29 (Attachment 3) and the Southern Association of Colleges and Schools.

b. Payment

If the instructor for dual enrollment course(s) is employed full time by       (School/System)       and the course(s) are part of the assigned teaching workload, the College may reimburse the       (School/System)       for the services of its employee in lieu of direct compensation to the faculty member. If, however, the College employs an instructor that is not affiliated with the       (School/System)      , the College will compensate the faculty member directly. Reimbursement and/or payment of faculty salaries directly will be in accordance with the Virginia Community College System approved lecturer rates depending on qualifications of the instructor and will occur no later than the end of the semester of the course. Other reimbursement procedures, mutually agreeable to both the college and the school division, can also be implemented as an alternative if evidenced in writing.

c. Faculty Responsibilities

(1) Instructors will be expected to conform to college policies for the dual enrollment courses they teach, such as preparing course syllabi, verifying class rosters, reporting student progress to the college at mid-semester, taking attendance, and providing final grades at the end of the semester.

## (2) Evaluation

- i. Instructor Evaluation-- The community college will conduct faculty evaluations for dual enrollment instructors using the college guidelines adopted for all adjunct faculty. A copy of the observation results will be submitted to the designated school division representative.
- ii. Student Evaluation - Student evaluations on all dual enrollment adjunct instructors will be conducted each semester for each course offered through the dual enrollment program. Results of the student evaluations will be compiled and shared with the Dean, Program Lead, faculty, and designated school division representative

## 6. Students

### a. Selection and Eligibility to Participate in Dual Enrollment Program

- (1) In order to be eligible to participate in the Dual Enrollment Program, high school students must have permission of their parent or guardian to participate, be recommended by their high school principal to cross register, and meet course prerequisites.
- (2) Students must meet admission and course placement requirements of the college. Requirements for admission include the completion of and application for admission to the college, transcript request forms, and the completion and receipt of satisfactory scores on the college's placement tests when required.
- (3) Exceptions to the policies established in 6.a.(1) and 6.a.(2) regarding student eligibility may be made on a case-by-case basis with the approval of the public school superintendent and appropriate community college officials, so long as such exceptions are in accordance with the VCCS Policy Manual.

- b. All dual enrollment students must adhere to policies within the VCCS Policy Manual, unless specifically noted in this agreement.

## 7. College Administrative Responsibilities

- a. The College, through its instructor(s), will provide the appropriate (School/System) officials with progress reports on each student from time to time as shall be agreed by the contracting School System and College. At the conclusion of each college academic term, the student will receive a college grade for each course in which he/she was registered and such grades will become part of the student's permanent college record.
- b. A record will be maintained by the College for each student in the Dual Enrollment Program as a part of the permanent college record maintained by the College's

Admissions and Records office. The College will send transcripts to colleges/universities upon a student's request.

- c. The College will provide a minimum of 750 minutes of instruction (to include testing and evaluation) for each lecture credit or lab contact hour per semester to (School/System) \_\_\_\_\_ students enrolled in college courses under this agreement.

#### 8. High School Administrative Responsibilities

School/System \_\_\_\_\_ will verify enrollments in each class section, and instructors will report grades to the College within a prescribed period of time, according to established college procedures.

#### 9. Award of Credit

College and high school credit shall be awarded to the participating high school student upon successful completion of the course.

#### 10. Award of Credential

*(Language for use prior to implementation)*

The School/System \_\_\_\_\_ and College shall develop and provide a pathway for participating students to complete an associate's degree or one-year Uniform Certificate of General Studies (General Education Certificate) concurrent with their high school diploma. Credit awarded for applicable dual enrollment courses and Advanced Placement courses with qualifying exam scores of three or higher may be applied toward attainment of the aforementioned credentials. An implementation plan is outlined in Attachment \_\_, which is hereby incorporated herein and made a part of this Agreement.

*(Language for use following implementation)*

The School/System \_\_\_\_\_ and College shall provide a pathway for participating students to complete an associate's degree or one-year Uniform Certificate of General Studies (General Education Certificate) concurrent with their high school diploma. Credit awarded for applicable dual enrollment courses and Advanced Placement courses with qualifying exam scores of three or higher may be applied toward attainment of the aforementioned credentials. The pathways are outlined in Attachment \_\_, which is hereby incorporated herein and made a part of this Agreement.

#### 11. Course Standards

##### a. Course Equivalency, Evaluation, and Assessment

Assessment has long been recognized in Virginia as an important aspect of an effective instructional program. In this spirit, all dual enrollment courses developed and implemented under the auspices of the Virginia Plan for Dual Enrollment and this contract shall include a formal mechanism for evaluation. The College has the responsibility to ensure that all dual enrollment courses taught are equivalent to other

instruction offered by the College, specifically in terms of course objectives, components of the syllabi, level and rigor of content, evaluation of students, textbooks, student outcomes and assessment and faculty evaluation.

b. Modifications of Policies

Modifications of on-campus policies, procedures, and rules appropriate to the high school setting may be agreed to by the parties in writing before each term begins.

c. Student Performance

The College reserves the right to advise the student, parents, and School System that the student does not have sufficient skills or abilities to continue in the courses selected after the first semester.

12. Agreement Contacts

Contact persons for this agreement are:

- the School System: \_\_\_\_\_
- the School: \_\_\_\_\_
- the College: \_\_\_\_\_

13. Transferability

Normally, academic courses intended for transfer with a grade of "C" or above will transfer to institutions of higher education. However, no guarantee can be made to students regarding transferability to all colleges and universities. Community college occupational/technical course credits earned are applicable to specific curricula and are intended to prepare students for employment in those areas. While some of these courses may be accepted for transfer, no unified policy on the transfer of VCCS courses exists. The School should advise students to consult with transfer institutions in order to determine if their courses will be accepted for transfer.

14. The College reserves the right to enroll other students in the courses subject to this contract when those courses are offered on the College's campus or sites not at the high school.

15. Each party will be responsible for liability coverage of its employees and agents in fulfilling its responsibilities under this agreement, to the extent authorized by law.

16. If either party wishes to terminate this agreement, a written notice must be provided to the other party within [30]\* days of the requested termination date. Termination will not take place until dual enrollment courses in progress are completed.

\*The number of days should be negotiated between the School/System and the Community College.

17. The College or the \_\_\_\_ (School/System) \_\_\_\_ shall not unlawfully discriminate on the basis of race, nationality, ethnicity, religion, gender, age, or disability in any undertaking pursuant to

this contract. Disabled students will continue to receive accommodations through the School pursuant to the Individuals with Disabilities Education Improvement Act of 2004, 20 U.S.C § 1400.

18. Nothing herein shall be construed as a waiver of the sovereign immunity of the Commonwealth of Virginia or the assumption of any liability contrary to Virginia law.

**Signatures:**

By: \_\_\_\_\_  
\_\_\_\_\_, President  
\_\_\_\_\_ Community College

\_\_\_\_\_  
Date

\_\_\_\_\_  
\_\_\_\_\_, Superintendent  
\_\_\_\_\_ Public Schools

\_\_\_\_\_  
Date

## IMPLEMENTATION PLAN

Appendix \_\_\_\_

The following articulates a pathway<sup>1</sup> for a qualifying student<sup>2</sup> within (school division) to complete the (college name) (name of degree or certificate)<sup>3</sup> concurrent with high school graduation:

| Course | Term Scheduled | Location | Delivery method | Credits | Faculty Provided by | Fulfill H.S. Requirement | H.S. Course Name |
|--------|----------------|----------|-----------------|---------|---------------------|--------------------------|------------------|
|        |                |          |                 |         |                     |                          |                  |
|        |                |          |                 |         |                     |                          |                  |
|        |                |          |                 |         |                     |                          |                  |
|        |                |          |                 |         |                     |                          |                  |
|        |                |          |                 |         |                     |                          |                  |
|        |                |          |                 |         |                     |                          |                  |

Notes:

<sup>1</sup>Any modifications to the above pathway will be outlined in writing and agreed upon by the College and school division. Any modifications will not prevent students from obtaining the plan's intended credential.

<sup>2</sup>In order to participate in the above pathway, a student must meet all dual enrollment admission requirements and College program requirements and complete VCCS placement tests. In order to enroll in any of the courses noted in the pathway, all course pre-requisites must be met.

<sup>3</sup>Program information including purpose, occupational objectives, admission requirements, notes, computer competency requirements, and course requirements may be found in the College catalog found at: [www.\\_\\_\\_\\_.edu](http://www.____.edu)