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. 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, Northern Virginia 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 will 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.

c. Faculty Responsibilities

   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.
All faculty teaching dual enrollment courses will be required to attend faculty orientation and other in-service programs as agreed upon by both parties.

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.

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 800 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 mutually agreed-upon 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. 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.

11. Agreement Contacts

Contact persons for this agreement are:

- the School System: ___________________
- the School: _______________________
- the College: ______________________

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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:

_____________________, President
_____________________, Community College

_____________________, Superintendent
_____________________, Public Schools

________________________________________________________________________

Date