**DUAL CREDIT PROGRAM AGREEMENT BETWEEN**

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

**AND**

**MIDDLE TENNESSEE STATE UNIVERSITY**

This Dual Credit 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”).

1. Dual Credit Program. A Dual Credit Program is an opportunity for high school students to receive college credit hours through enrollment in a secondary course with postsecondary content embedded, taught in a high school by a certified secondary instructor. After successful completion of the secondary course, the student can then take a challenge exam administered under the supervision of postsecondary faculty. College credit will be awarded to students who meet or exceed a cut score of \_\_\_\_%.
2. Duties and Responsibilities of Each Party.
	1. Institution will provide the curriculum and challenge exam for each course listed below to be offered by School.
	2. The dual credit course will be taught at School by a certified secondary instructor.
	3. A dual credit program challenge exam will be given at School by the Teacher of Record, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Institution faculty member.
	4. School will ensure that high school students participating in this opportunity are aware of the following:
* Dual credit hours are “non-transferable” and can only be counted toward programs of study at Institution.
* Each participating student will pay to Institution $20/credit hour ($60/class) to take the challenge exam.
* Participation in this opportunity is not a guarantee of admission to Institution. Students must meet Institution admissions standards in place at the time of enrollment application.
* If a student chooses a major other than \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ at Institution, the credits earned may not count toward graduation requirements.
	1. School will offer the following course(s) for dual credit:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Name of secondary course) (Name of corresponding secondary course)

1. Term. The term of this Agreement shall be from \_\_/\_\_/\_\_\_\_ to \_\_/\_\_/\_\_\_\_. The Agreement may be renewed upon agreement of the parties. In no event shall the term of this Agreement exceed five (5) years. Either party may terminate this Agreement at any time upon thirty (30) days’ written notice to the other party. Termination of this Agreement will not affect any students currently enrolled in a dual credit class who shall continue to receive the benefits provided under this Agreement.
2. Compliance with Laws. Each party agrees to comply with all applicable federal, state, and local laws and regulations including, but not limited to, any applicable non-discrimination or affirmative action requirements.
3. Assignment. Neither party shall assign this Agreement or enter into subcontracts for any of the work described herein without obtaining the prior written approval of the other party.
4. Modification of Agreement. This Agreement may be modified only by written amendment executed by all parties and their signatories hereto.
5. Relationship of Parties. This Agreement shall in no way be interpreted as creating an agency or employment relationship between the parties. Neither party shall hold itself out in a manner contrary to the terms of this Agreement. No party shall become liable for any representation, act, or omission of any other party contrary to the terms of this Agreement.
6. Notices.

Notices to School shall be sent by a method that verifies proof of delivery or hand-delivered to:

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

Attn: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Notices to Institution shall be sent by a method that verifies proof of delivery or hand-delivered to:

 Dept: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Attn: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Murfreesboro, TN 37132

 Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. The School acknowledges and agrees that any rights or claims against the Institution or its employees hereunder, and any remedies arising therefrom, 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.

1. Severability. Should any provision of this Agreement be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this Agreement.
2. Confidentiality of Records. All educational records created, disclosed, or maintained pursuant to the terms of this Agreement are confidential and shall be created, disclosed, and maintained pursuant to the provisions of Family Educational Right to Privacy Act, also known as FERPA (20 U.S.C.A. s1232g) and its regulations.
3. Illegal Immigrants. The parties hereby attest that they will not knowingly utilize the services of illegal immigrants in the performance of this Agreement and will not knowingly utilize the services of any subcontractor, if permitted under this Agreement, who will utilize the services of illegal immigrants in the performance of this Agreement. If a party is discovered to have breached this attestation, that party shall be prohibited from contracting with any state entity for a period of one (1) year from the date of discovery of the breach. A party may appeal the one (1) year by utilizing the established appeals process.
4. Counterparts: Facsimile Signatures. This Agreement may be executed in multiple counterparts, all of which shall be originals and which together shall constitute a single agreement. For purposes of interpreting this Agreement, facsimile signatures shall be considered equivalent to original signatures.

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: