# Concurrent Enrollment Agreement

# Early College at Maine’s Public Universities

# University of Maine System

This Agreement is entered into DATE, by and between the Universityof Maine System (UMS), acting by and through the University of , (hereinafter referred to as the "University,") and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (hereinafterreferred to as "District").

The University and School District hereby enter into this Agreement to provide opportunities for High School students to concurrently enroll in college courses.

Guidelines in this document apply to all high school and University agreements. Any additional requirements from a specific University may be provided and signed separately.

High schools will provide a list of anticipated concurrent enrollment courses to the University, and a final list will be decided upon based on consultation between the high school and University.

This Agreement is not exclusive. High schools may work with other colleges and universities.

The University of Maine System and the Maine Community College System support collaborative relationships. Individual courses may not be offered for college credit at more than one University within the UMS, MCCS, and/or other institutions of higher education at the same time.

## Definitions

**Early College (EC) Administrator**- University staff member who facilitates the relationship between the High School and the University for all courses.

**Concurrent Enrollment High School Teacher-** High School teacher delivering concurrent enrollment course per the approval of the University’s academic department.

**Faculty Liaison-** University faculty member assigned as the content liaison for a particular course.

**Concurrent Enrollment-** Courses taught by University-approved High School teachers on the High School campus.

**Dual Credit-** The University and School District agree to enter into a relationship that allows students to be enrolled in High School and college at the same time. Students will receive both high school and college credit for the same class.

**University-** The University of Maine System campuses offering college courses and programs.

**High School-** A secondary school within the School District’s control and management.

**ExplorEC-** The online application processing portal for EC. This system is also used for documentation of procedures and processes to align with accreditation standards as outlined by the National Alliance of Concurrent Enrollment Partnerships.

## Equitable Access

UMS campuses have an open access policy in order to provide equitable access to students and promote college aspirations. For introductory level/general education courses with no course prerequisites the school counselor will provide the student GPA and will recommend/not recommend a student for the particular course they are applying to take. The EC Administrator will review all applications and make the final decision to ensure that course selections are appropriate.

For advanced courses (particularly in science, math, foreign languages), or courses with prerequisites, additional information may be requested and required of students and school counselors at the discretion of the EC Administrator. These may include:

* verification that course prerequisites have been met
* student transcript
* standardized test scores
* placement test
* discussions with appropriate stakeholders (this may include faculty, EC Administrator, school counselor, parent and student)

While the Department of Education (DOE) suggests students must maintain a minimum secondary school GPA of 3.0 on a 4.0 scale or the equivalent. The University will, whenever possible, approve applications from students with a lower GPA provided they have the support of the school counselor. The Department of Education does allow qualified freshmen and sophomores to access Early College funding through the Aspirations Program. Priority will be given to juniors and seniors when there are limited seats in a course. The University evaluating an applicant for enrollment may require additional advising for freshmen/sophomore prospective students.

## Enrollment

Each semester, the University will confirm which courses will be taught by approved HS instructors. The University will work with the HS teacher and school counselor to guide students through the application process and roster verification in [ExplorEC](https://explorec.maine.edu/).

Students who do not appear on the verified roster will not receive University transcripted credit regardless of payment type (e.g. Aspirations or self-pay).

In order for a student to receive University transcripted credit, they will need two accounts:

* [ExplorEC account](https://www.maine.edu/students/early-college/explorec-portal/): allows students to apply for the course. Applications will not be processed without all necessary approvals. All approvals are processed electronically. Until a student status in ExplorEC is “registered” the student is not enrolled in the University course.
  + 1. The information students type into ExplorEC will be used to create their official university transcript, students are encouraged to enter everything correctly.
    2. The school counselor and parent must approve the course in ExplorEC (The EC Administrator can assist with manual approvals if a parent does not have email access.).
    3. EC Administrator registers student in MaineStreet
  + UMS User Account (University of Maine System account)**:** The UMS User account connects students with the University system and initiates activation in MaineStreet. CE students typically do not need to access this account regularly, but the account is necessary in order for students to be officially registered with the university. Students will also need to access this account in order to obtain their [transcript(s](https://www.maine.edu/students/early-college/how-to-access-transcripts/)) when they are ready to transfer their credits.
* Students must apply for CE courses via ExplorEC. EC Administrators will not process registrations via email or paper form.
* Once the high school has confirmed that all students wishing to receive University credit have completed their applications in ExplorEC, the HS teachers will verify their class rosters. The University will provide the HS teacher with detailed instructions for accessing their ExplorEC account and verifying the roster in ExplorEC.
* If the roster is not correct, the HS teacher will work with their students and the school counselor to resolve any issues. When the final roster is ready, the teacher will sign off on the roster in ExplorEC.
* **In order to adhere to University billing and accreditation standards, students must apply by the deadline set by the University. Students who do not apply by the deadline will not receive University credit.**
* School counselors will not verify rosters. However, they have access to view these in real time under the “course search”- courses in my school to help facilitate this process.
* The University does not have access to high school course lists. It is the responsibility of the high school to communicate with students and their parents to ensure that all students wishing to receive University credit apply for courses via ExplorEC during the enrollment period.
* Students who do not appear on the verified roster during the enrollment period will not receive University transcripted credit regardless of payment type (e.g. Aspirations or self-pay). It will be up to the high school to determine if high school credit is awarded. The University will not retroactively award credit to students who do not appear on the roster by the deadline set by the University.
* It is the responsibility of the high school to notify students who drop/withdraw that they must complete a request in ExplorEC in order for the transcript to be accurate. The University will not process requests received by email or phone call. The University will not retroactively process drop/withdraw requests.

## Tuition & Fees

* UMS adheres to the statute as outlined by the [Aspirations Program](https://www.maine.edu/early-college/resources/costs/). Eligible students include public High School students, publicly funded private school students, and homeschooled students. Students who pay tuition to attend any high school are not eligible and will pay the Early College tuition rate. This includes non-publicly funded private school students and private pay students.
* Early College students are responsible for tuition charges at the Early College tuition rate if they exceed the credit limit listed in the statute, including courses at Maine’s Community Colleges and Maine’s Public Universities. The University will not waive tuition for students who enroll in excess credits. Students will be billed at the EC tuition rate.
* Students and/or sponsoring High School will be responsible for textbooks.

## Concurrent Enrollment Teacher Qualifications and Responsibilities

The University shall be responsible for evaluating and approving the credentials of all recommended Concurrent Enrollment teachers and no Concurrent Enrollment teacher shall be allowed to teach any University course or program unless approved by the University.

If an approved Concurrent Enrollment teacher resigns or retires from the High School, or is unable to provide instruction for an extended period, the High School is obligated to notify the University. The University will determine if the partnership can continue based on current circumstances, including credentials of the new instructor.

Approved Concurrent Enrollment teachers shall follow all applicable University procedures and guidelines. The High School shall be solely responsible for the employment, compensation, supervision and evaluation of its Concurrent Enrollment teachers. The University and the High School shall annually review the compliance of Concurrent Enrollment credit responsibilities and assigned course work of these Concurrent Enrollment teachers.

The University may at any time in its sole discretion, including but not limited to the failure of a Concurrent Enrollment teacher in meeting criteria and standards established by the University or where the Concurrent Enrollment teacher is unable to provide instruction, de-list a Concurrent Enrollment course from available offerings and students will be removed from university course roster.

All Concurrent Enrollment teachers must:

* Complete a Person of Interest form and follow the procedures to activate their account in MaineStreet. Concurrent Enrollment teachers will regularly check and respond to emails sent to their University email account (or have emails forwarded).
* Provide copies of Concurrent Enrollment CV or resume, and transcripts, which must be kept on ﬁle at the University.
* Attend and participate in an orientation session, ongoing professional development events annually, University compliance training, and other in-service programs.
* Communicate with faculty liaison as requested
* Adhere to the professional and student rules, guidelines, and expectations stated in the University specific Concurrent Enrollment Faculty Handbook and as otherwise provided by University or applicable to University employees and volunteers, including without limitation policies of an individual University campus.
* Notify students of correct procedures for adding, dropping, and withdrawing from University courses in ExplorEC. Verify student rosters,
* Convert high school grades to letter grades per University standards. Submit letter grades on time.
* Comply with syllabus requirements

The syllabi must include the name of the University and course title (must match the University course title), course number, course description, and any required syllabus policy elements per University, including links to University resources and support services that are available to students.

All syllabi will include the following statement:

Sexual Discrimination Reporting  
The University of Maine System is committed to creating a safe place for students. Because of this commitment, if you tell a teacher about an experience of sexual assault, sexual harassment, stalking, relationship abuse (dating violence and domestic violence), sexual misconduct or any form of gender discrimination, your teacher is required to report this information to the Office of Equal Opportunity.

* Concurrent Enrollment teachers are at all times subject to University policy Section 402 "Sex Discrimination, Sexual Harassment, Sexual Assault, Relationship Violence, Stalking and Retaliation", available here: <http://www.maine.edu/about-the-system/board-of-trustees/policy-manual/section402/>, and shall take all necessary actions in delivering courses or programs to comply with the policy, including without limitation attending annual training on the teacher's responsibilities as a mandatory reporter of incidents of sexual discrimination, sexual harassment and sexual assault and confidential treatment of information in accordance with Title IX of the Educational. Amendments Act of 1972.

## Student Services

High School students will have access to all University academic and student support services including but not limited to: libraries, electronic library resources, writing centers, tutorial services, admissions, and academic advisement. Some services are available only on the University campus.

Concurrent enrollment students are to access and continue to work with service providers in their high schools.

High School shall ensure that all Title IX resources offered by both High School and University are known and made available to students.

## High School Administrative Responsibilities

* Appoint a point of contact for the University to share information regarding program policies/procedures and student updates .
* A school counselor will be trained and familiar with the ExplorEC Portal for student applications. A designee should be assigned to approve applications during the summer if a school counselor is not available. The University or UMS will provide training and support as needed at no cost to the High School.
* Notify the University when students are private pay during the recommendation process in ExplorEC so that students and their families will know to expect a bill.
* Alert EC Administrators when there are staffing changes so that access to ExplorEC can be updated.
* Work with the Early College Administrator to verify whether a student is prepared for the specific course they want to enroll in.
* Provide appropriate student support structures for students enrolled in concurrent enrollment courses.
* Support teacher attendance at related professional development events as required by the University, including providing professional leave when offered during the school year. Professional development events will be offered at no additional cost (aside from travel costs to attend the event).
* High School shall promptly notify the University of any discrimination complaint, including but not limited to complaints regarding sexual misconduct or harassment, by or about any student or involving High School employees who interact with students in a University course or program, shall cooperate with University in its or any investigation of the complaint and will notify University and share with University any action High School takes in response to any complaint.

## University Administrative Responsibilities

* Provide department approval and support of Concurrent Enrollment teachers while working towards the National Alliance for Concurrent Enrollment Partnership (NACEP) Standards.
* Facilitate operational supports and processes related to the establishment of the agreement including but not limited to Early College and Concurrent Enrollment registration, billing/collecting fees, and distribution of transcripts.

## Modification of Policies

University policies and procedures are subject to change. University will provide reasonable notice of any change, which changes shall be effective immediately upon School District or High School’s receipt of such notice.

## Term and Termination

The term of this Agreement shall begin on the date of the last signature to this Agreement and continue in effect unless and until terminated pursuant to this Agreement. The parties may mutually agree to termination in writing at any time. It is agreed that either party may terminate this agreement eﬀective ninety (90) days after the receipt of written notiﬁcation, with or without cause. In the event that this agreement is modified, amended or terminated, the students who are at that time taking a concurrent enrollment course will be permitted to finish the course under the same terms and conditions that existed when they were admitted to the course.

## Discrimination

The University, School District, and High Schools shall not discriminate and shall comply with applicable laws prohibiting discrimination on the basis of race, color, religion, sex, sexual orientation, transgender status or gender expression, genetic information, national origin, or citizenship status, age, disability, or veteran status.

## Independence and Liability

School District and High Schools are independent contractors of the University, not a partner, agent, or joint venture of the University and, except as expressly permitted by this Agreement, no party shall hold itself out contrary to these terms by advertising or otherwise, nor shall a party be bound by any representation, act or omission whatsoever of any other. Each party shall retain complete responsibility for, and control and authority over its own curriculum, programs, policies, standards, admission criteria, facilities, employees and students.

Nothing in this Agreement shall be construed as an indemnification by one party of the other for liabilities of a party or third persons for property loss or damage or death or personal injury arising out of the performance of this Agreement. Any liabilities or claims for property loss or damage or death or personal injury by a party or its agents, employees, contractors or assigns or by third persons, arising out of the performance of this Agreement shall be determined according to applicable law. Neither party is obligated to indemnify the other party or to hold the other party harmless from costs or expenses incurred as a result of such liabilities or claims. Nothing contained herein shall be construed as a waiver of the sovereign immunity of the University and the University shall continue to enjoy all rights, claims, immunities and defenses available to it under law.

## FERPA

Both parties agree to comply fully with the Family Educational Rights and Privacy Act [20 U.S.C., paragraph 1232g] (FERPA), as amended, and its implementing regulations, in all of the activities of this Agreement. The parties agree to implement and maintain reasonable safeguards to ensure the security and confidentiality of student records and information. School District and High School acknowledge and agree that concurrently enrolled students are “eligible students” as defined by FERPA and, as such, the student, and not their parent or guardian, have all FERPA rights with respect to the records of students in the possession of the University, except as otherwise provided by FERPA.

## Entire Agreement

This Agreement sets forth the entire agreement of the parties, and replaces and supersedes any previous agreement between the parties on the subject, whether oral or written, express or implied. This Agreement may be amended or modified only by a writing signed by both parties.

This Agreement may not be assigned, transferred or conveyed, in whole or in part, by either party. In the event one or more clauses of this Agreement are declared invalid, void, unenforceable or illegal that shall not affect the validity of the remaining portions of this Agreement.

## Force Majeure

Neither party to this Agreement shall be liable for non-performance of any obligation under this Agreement if such non-performance is caused by a Force Majeure. “Force Majeure” means unforeseeable causes beyond the control of and without the negligence of the party claiming Force Majeure. Force Majeure shall include, but not be limited to, fire, flood, other severe weather, acts of God, labor strikes, interruption of utility services, war, acts of terrorism, and other unforeseeable accidents.

## Counterparts and Authority

This Agreement may be signed in any number of counterparts, each of which is an original copy of this Agreement and all of which taken together shall constitute one agreement. The person signing on behalf of each Party represents that he or she has the right and power to execute this Agreement on behalf of such Party. Signatures delivered via email in PDF format or by fax shall be effective.

## Review

Representatives of each party agree to review this Agreement, and to discuss any changes in program requirements for currently enrolled students at least once every five years. The University will conduct an annual audit of concurrent enrollment classes and, in its sole authority and discretion, shall make adjustments to the list of classes available to High School and provide such list to High School in the spring of each year that this Agreement remains in effect.

Superintendent of Schools Date

University Representative (Provost or President) Date