Cooperative Agreement for Dual Enrollment between the
University of Nebraska at Kearney and Kearney Public Schools

This Cooperative Agreement is made this **26th** day of August 2024 between the Board of Regents of the University of Nebraska d/b/a the University of Nebraska at Kearney (University) and Kearney Public Schools (High School).

I. Terms
The Initial Term of this agreement is for one year beginning August 1, 2024 and ending July 31, 2025. After the Initial Term, the agreement may be renewed for additional one (I) year terms, by written mutual agreement of both parties.
   a. If both parties mutually agree to renew the agreement, all terms, conditions, and specifications of the original agreement, as amended, shall remain the same and apply during the extension period(s).
   b. In the event the University chooses not to extend the agreement, the university will provide written notice to the High School at least ninety (90) calendar days before the end of the current term.
   c. In the event that the University chooses not to extend the agreement, the University will provide the necessary support and access needed, beyond the agreement expiration, for then-current dual-enrollment students to complete then-current course requirements and for High School faculty to enter final grades in accordance with University policies and procedures. These University policies, procedures, and other requirements stated hereafter will be made available to High School administrators by the University to inform students and faculty.

2. Eligibility
   a. High school students must be approved to enroll in University dual enrollment course(s) by a designated official (principal, assistant principal, or counselor) from their high school.
   b. Students must also meet the following criteria:
      - Be enrolled in the participating high school class
      - Meet the prerequisites of the University course
      - Have a class standing of a junior or senior
      - Possess the ability to be successful in university-level coursework
      - Meet the required cumulative "B" average (3.00 G.P.A. on a 4.00 scale)

3. Enrollment

This agreement covers only postsecondary courses offered by the University, in which high school students will be permitted to enroll in the Dual Enrollment Program. The university agrees to enroll High School students in courses offered by the University as follows:

   a. Students will be enrolled and registered as University students by completing an application for admission form and having both their high school designated official and parent/guardian signature/approval prior to registration by the stated deadline.
   b. University has the right to deny student enrollment based on high school GPA.
   c. Students can only enroll in the approved courses with approved instructors within High School.
   d. Students with prior and/or delinquent balance/holds with University will not be allowed to register in future dual enrollment or undergraduate courses until balance has been paid/cleared.

e. Students enrolled in college courses through the Dual Enrollment Program are subject to the academic and disciplinary rules of the University's Student Code of Conduct and must adhere to the University's dual enrollment policies and procedures. Any violations of the Student Code of Conduct are subject to disciplinary proceedings and sanctions.

4. Credit

A student who is accepted in the Dual Enrollment Program shall receive postsecondary credit and credit toward high school graduation as follows:

a. The Dual Enrollment course becomes part of the student's permanent collegiate Transcript. The course grade and GPA will follow the student within the University of Nebraska system (University of Nebraska at Lincoln, University of Nebraska at Kearney, University of Nebraska at Omaha, and University of Nebraska Medical Center). Students will need to verify with their college of choice to determine how and if the respective courses, grades, and GPA will transfer with academic programs outside of the University of Nebraska system.
b. University academic departments reserve the right to deny credit if course requirements have not been met.

5. Financial Provisions/Tuition/Fees

The financial obligation for students enrolled in the Dual Enrollment Program will be as follows, or as further detailed in an amendment(s) attached hereto, and updated annually or as fees change:

a. It is the student's responsibility to work with their high school counselor(s) to apply for scholarships to cover the cost of Dual Enrollment courses.
b. All students must complete an application for admission and pay a one-time $45.00 application fee.
c. Dual Enrollment tuition is $75.00 per credit hour, plus applicable course fees (based on the current academic year rate and is subject to change). Some classes will carry additional course fees that are charged in addition to the tuition. Tuition and course fees are subject to change.
d. The appropriate tuition and fees will be charged to the student's account upon enrollment.
e. The preferred billing method is eBill, an electronic billing statement available on the student's MyBLUE account. All billing notifications will be sent to the student's LoperMail (University email account).
f. As a courtesy to high school students only, a paper billing statement will also be mailed to the student's current address. University reserves the right to discontinue this courtesy without notice.
g. It is the student's responsibility to share billing information with parents.
h. If a check/eCheck is returned unpaid from the bank, University reserves the right to cancel the registration and/or submit the non-collectable check to the County Attorney for prosecution. A $30 service fee will be charged on all returned checks/eChecks. A late fee payment surcharge will also be assessed and payment will be required by cash or money order.
i. Tuition and fees not paid by the due date on the billing notice will be assessed as late charges.

j. All students with outstanding balances after the due date will have holds placed on their accounts.

6. Dual Enrollment High School Faculty Requirements
    a. High School faculty must meet the minimum qualifications for university faculty. The university and its departments set all requirements in accordance with guidelines and directions articulated by the appropriate accrediting bodies.
    b. High School faculty will adhere to and abide by University policies and procedures while teaching the University curriculum.
    c. High School faculty will teach designated course curriculum approved by University departments with the possibility of the University allowing enhancements to be developed in collaboration with University faculty counterparts.
    d. High school faculty will report grades assigned to dual-enrolled students at the end of each semester. The university academic department(s) will provide training for this process.
7. High School Responsibilities
    a. The High School is responsible for providing appropriate teaching personnel and classroom facilities.
    b. High School is responsible for maintaining and evaluating the course content, course prerequisites, and quality of instruction.
    c. Respective High School faculty salaries will be paid by the High School.
    d. Division of Academic Affairs must be notified of any dual enrollment instructor changes.
8. Administration and Governance
    a. The university and High School shall each designate one or more administrators (s) responsible for managing the cooperative undertaking. The party appointing such administrator(s) may change the administrators from time to time upon no less than seven (7) days written notice to the other party.
    b. Each administrator shall communicate with the other administrator(s) as necessary to effectuate the terms.
    c. The administrators shall meet or confer no less often than once every three months to discuss any matters pertinent to this agreement and, in particular, shall discuss course content, student learning, enhancement activities and projects, and alignment of written, taught, and assessed content appropriate for college credit.
9. Expenses
    a. Each party shall be responsible for its own expenses in connection with this agreement.
10. Indemnification
    a. Each party of this agreement hereby agrees to indemnify, defend, and hold harmless the other party and its directors, officers, and employees from and against any and all loss, damage, expense (including court costs and reasonable attorney's fees), suit, action, claim, liability or obligation relating to, caused by, arising from or on account of any negligent or wrongful act of the indemnifying party or its officers, employees or agents.
11. Student Privacy Information

    Student education records are official and confidential documents protected by the Family Educational Rights and Privacy Act (FERPA). While the rights under FERPA belong to the parents with respect to high school records, these rights belong to the student with respect to the postsecondary records.
    a. Educational records, as defined by FERPA, include all records that schools or education agencies maintain about students. University, in compliance with FERPA

and as defined by the Board of Regents, may disclose directory information without the student's prior consent. Directory information has been defined as:

i. Student's name
ii. Major field of study
iii. Participation in officially recognized activities and sports
iv. Dates of attendance
v. Degrees and awards received
vi. Most recent education institutions or agencies attended
vii. Current enrollment status

b. The student can contact the Office of Student Records to give written permission for a parent or guardian to access his/her education record. Students can also grant Guest Access via MyBLUE to allow a parent or guardian access to education records.

12. Additional Provisions
    a. The university will pay the High School instructor(s) a stipend for each semester section of coursework taught, according to the current salary structure for dual enrollment instructors at the University, included in Attachment 1 to this contract. Salary structure is based upon the number of students enrolled and course credit per hour per section. This stipend compensates for the instructor collaborating with the University academic department(s), administering any additional assessments requested for general studies courses, utilizing the University system for assigning grades, and attending additional training that may be needed during the academic year or summer.
    b. The listing of dual enrollment courses contained in any University bulletin, catalog, or schedule is by way of announcement only and shall not be regarded as an offer of contract. The University expressly reserves the right to:
        i. Add or delete a course(s) from its offerings
        ii. Change times or locations
        iii. Change academic calendars without notice
        iv. Cancel any course for insufficient registration
        v. Revise or change rules, charges/fees, schedules, courses, requirements for degrees, and any other policy or regulation affecting students, including, but not limited to, evaluation standards, whenever the same is considered to be in the University's best interests.
        vi. These changes include adjustments to high school faculty stipends.
    c. A designated representative of the High School and a designated representative of the University's Division of Academic Affairs will handle problems or concerns.
    d. Special Education/lEP students will be eligible for services through High School.
    e. The university does not discriminate in its academic, admissions, or employment policies, abides by all federal, state, and Board of Regents regulations pertaining to the same, and is an affirmative action/equal opportunity institution.

Mr. Evan Boyd
Dean of Library
University of Nebraska at Kearney

Mr. Jeff Ganz
Principal
Kearney High School

Dr. Julie Schaeffer
Senior Vice Chancellor for Academic Affairs
University of Nebraska at Kearney

Mr. Clint Edwards
6-12 Education Director
Kearney Public Schools

Mr. Jon Watts
Vice Chancellor for Business & Finance
University of Nebraska at Kearney

Mr. Jason Mundorf
Superintendent
Kearney Public Schools

Appendix A
KHS/UNK
2024-2025 Proposed Dual Enrollment Courses

Fall 2024

KHS Course/UNK Course	Instructor	UNK Credit	Sections	Estimated enrollment
Art III/ART 100	Natasha Hahn	3	2	34
AP Chem/CHEM 160/161	Alison Klein	3	2	24
AP Lit/ENG 101	Katie Brodine	3	1	10
AP Eng Lang/ENG 102	Robert Mishou	3	1	11
AP AmHistory/HIST 250	Chris Pocock	3	2	40
AP World History/HIST 231	Kevin Witte	3	3	64

Spring 2025

KHS Course/UNK Course	Instructor	UNK Credit	Sections	Estimated enrollment
AP Spanish/SPAN 200/201	Marshall Everitt	3	1	4
AP Lit/ENG 101	Katie Brodine	3	1	8
AP Eng Lang/ENG 102	Robert Mishou	3	1	11
AP AmHistory/HIST 250	Chris Pocock	3	3	49
AP World History/HIST 231	Kevin Witte	3	3	70

Changes to the stipend structure in the Fall of 2024

Previously, Dual Enrollment Instructors were paid a stipend from UNK based on the number of students enrolled in their course. We are changing this by increasing the stipend for instructors by altering the formula; beginning in Fall 2024, the stipend will be based on the number of students enrolled in the course and the number of credits per course.

Per credit, rates will be $150 for four or fewer students, $225 for 5-19 students, and $300 for more than 20 students. The chart below shows the breakdown:

	4 or fewer pupils	5-19 pupils	20 plus pupils
Per Credit	$150	$225	$300
Per 3 credits	$450	$675	$900
Per 4 credits	$600	$900	$1200