

**2017 – 2018 ACADEMIC YEAR
ANNUAL DUAL ENROLLMENT
HOME STUDY PROGRAM PARTICIPATION AGREEMENT**

_____ Home Study located at _____
Insert Home Study Name

_____, _____, Georgia and the Georgia Student Finance Commission,
Insert Home Study Address

whose address is 2082 East Exchange Place, Tucker, Georgia 30084 (the "GSFC") enter into this agreement to set forth the terms and conditions pursuant to which the Home School shall participate in the Dual Enrollment Program (the "DE Program") pursuant to O.C.G.A. §20- 2-161.3.

WHEREAS, the Home Study is existing under the laws of the State of Georgia operated pursuant to O.C.G.A. § 20-2-690;

WHEREAS, GSFC is a public authority of the State of Georgia responsible for the administration of the DE Program;

WHEREAS, the DE Program provides for participation in Dual Credit Enrollment for Eligible Home Study students. These students earn postsecondary credit hours and simultaneously meet their Home Study completion requirements as Dual Credit Enrollment students; and

WHEREAS, both parties desire that the Home Study participate in the DE Program.

NOW, THEREFORE, in exchange for the mutual covenants and other good and valuable consideration set forth herein, the parties do hereby agree as follows:

1. Term of the Agreement. The term of the Agreement shall begin on July 1, 2017 and terminate on June 30, 2018. This Agreement covers all terms from Summer 2017 through Spring 2018.
2. Capitalized Terms. Capitalized terms in this Agreement shall have the same meaning as set forth in the Dual Enrollment Program Regulations.
3. The Home Study agrees to:
 - a. Participate in the DE Program in accordance with this Agreement, the DE Program Regulations, all applicable federal, state, and local laws, rules and regulations;
 - b. Furnish program information and materials, provided by the Georgia Department of Education, to each eighth (8th) grade student at the time he or she is developing his or her individual graduation plan;

- c. Provide general program information regarding the DE Program to all home study students no later than February 1st of each year;
- d. Provide counseling services to interested students and their parents/guardians before enrolling in the DE Program;
- e. Obtain written consent of a parent or guardian to allow the student to participate in the DE Program;
- f. Agree to accept toward Home Study completion requirements, the postsecondary credit of an eligible DE Program student who successfully completes an approved course at an Eligible Postsecondary Institution;
- g. Record on the student's Home Study transcript each approved course name, grade, and amount of credit hours and course unit credits earned for each course taken as required in the DE Program Regulations;
- h. Annually execute a Dual Enrollment Home Study Program Participation Agreement agreeing to abide by DE financial and program requirements;
- i. Comply with the DE Program Regulations, as amended or modified from time-to-time, and to comply with such instructions as may be issued from time- to- time by GSFC, including instructions contained on administrative forms and procedures, Dear Colleague Letters and School Updates for use in the administration of the DE Program; and
- j. Comply with all applicable federal and State of Georgia privacy and data security laws pertaining to proper access, creation, modification, handling, storage, transfer, transmission, dissemination, sharing or destruction of confidential information, including, but not limited to the Family Educational Rights and Privacy Act of 1974, as amended ("FERPA"), pertaining to the Home Study and the students.

4. GSFC agrees to:

- a. Comply with all applicable federal and State of Georgia privacy and data security laws pertaining to proper access, creation, modification, handling, storage, transfer, transmission, dissemination, sharing or destruction of confidential information, including, but not limited to the Family Educational Rights and Privacy Act of 1974, as amended ("FERPA"), pertaining to the Home Study and the students; and

- b. Notify and instruct the Home Study of any changes to the DE Program through correspondence, such as operational memorandums, email notification, electronic bulletins, Dear Colleague Letters and School Updates.

5. General Terms and Conditions

- a. Termination of Agreement. This Agreement may not be terminated for convenience during the term of the Agreement.
- b. Breach. In the case of a breach of this Agreement by the Home Study, GSFC has the right to terminate the Agreement in writing with a thirty (30) day notice. Should the Agreement be terminated during an academic term, any students participating in the DE Program shall be allowed to complete the academic term pursuant to the terms of this Agreement. Further, any breach of this Agreement by the Home Study may negatively affect the ability of the Home Study to participate in the DE Program in future years.
- c. Assignability. The Home Study shall not assign, subcontract, transfer (whether by assignment or novation) the work, services or any interest in this Agreement without the prior written consent of GSFC thereto.
- d. This Agreement shall be governed by the laws of the State of Georgia.
- e. This Agreement shall not be construed so as to create a partnership or joint venture between the Home Study and the State of Georgia or any of its agencies.
- f. Notices. All notices required under the terms of the Agreement shall be sent as follows:

Secondary Institution:

Home Study Name:
Home Study Address:
Home Study DE Contact Person:
Phone:
Email:

GSFC:

Georgia Student Finance Commission
2082 E. Exchange Place, Suite 200
Tucker, Georgia 30084
Phone: 770.724.9251
Email: sas@gsfc.org

IN WITNESS WHEREOF, the parties hereto have executed and signed this Agreement as of the ____ day of _____, 20____:

By: _____

By: _____

Name:

Caylee Noggle

Principal Name:

Interim President

Title:

Georgia Student Finance Commission

Principal Email:

Signature Instructions: This agreement should be signed by a person with the authority to bind the Home Study Program.

Type of Georgia Home Study Program: Accredited or Unaccredited

Accreditation: _____

DE GSFC assigned Home Study Code (if known): _____

Please submit *all* pages of the Annual Participation Agreement to GSFC as a scanned document or pdf to:

Email: sas@gsfc.org

Note: Upon receipt of the Home Study DE Participation Agreement, GSFC will assign the Home Study Program a DE Code. One DE Participation Agreement for the Home Study Program is acceptable even if multiple children from the program are participating in DE.