

**Dual Enrollment Agreement
Between
Tennessee College of Applied Technology – Oneida/Huntsville
and
Oneida Special School District
For 2016-2017 Academic Year**

This Agreement, by and between Tennessee College of Applied Technology – Oneida/Huntsville, hereinafter referred to as the "Institution or College" and Oneida Special School District, hereinafter referred to as the "School System" is for the purpose of providing eligible high school students the opportunity to earn both college and high school graduation credits simultaneously upon successful completion of qualified course(s), as further defined in the "SCOPE OF SERVICES."

OVERVIEW

In accordance with the guidelines set forth by the Tennessee Board of Regents (TBR), the Tennessee Higher Education Commission (THEC), and the procedures established by TCAT Oneida/Huntsville, we, the Institution, do hereby enter into this Agreement to provide eligible high school students the opportunity to earn both TCAT (clock hours) and high school graduation credits simultaneously upon successful completion of qualified course(s). Such agreement is in accordance with Tennessee Board of Regents Policy 2:03:00:00.

Qualified programs/courses are those listed in the current TCAT Oneida/Huntsville catalog which use the program/course syllabus, including outcomes and requirements, and text and materials approved by the respective College.

Eligible students must be enrolled as 11th, or 12th grade students in a Tennessee public or nonpublic secondary school, or in a home education program.

Students may enroll in a specific program/course based on the program/course's specific placement requirements as determined by the College. Enrollment must be in a dual enrollment course that leads to a certificate or diploma.

Students must submit to the Student Services Office:

- A completed application for admission signed by the student

High school students enrolled in the dual enrollment program must maintain a cumulative GPA or numeric grade of at least 80.5 in the College course(s) in order to register for subsequent College course(s). Exceptions must be submitted in writing to the TCAT Oneida/Huntsville Coordinator of Student Services. Continuation of students with Individualized Education Programs (IEPs) will be evaluated according to progress and conduct standards established by the IEP policies. All high school students will be required to maintain satisfactory attendance and conduct. Failure of a student to comply with the College rules and regulations may lead to termination from the program.

All costs associated with enrollment in college courses shall be the responsibility of the high school, student, or his/her parent or legal guardian.

Students may be eligible for the Tennessee Lottery Dual Enrollment Grant and may complete an application online through the Tennessee Student Assistance Corporation (TSAC) within the appropriate time frame.

A. RESPONSIBILITIES OF THE PARTIES

A.1 The College:

- Is responsible for ensuring qualified faculty or adjunct faculty teach the course(s).
- Will provide a mandatory orientation session on the main campus for all adjunct faculty.
- Reserves the right to schedule an observation of the class by the Director or Director's Designee at any time to ensure that College-level outcomes are met.
- Will conduct periodic performance reviews of all faculty, and reserves the right to refuse reappointment of any instructor who does not meet College standards of instruction.
- Will award College credit for each course successfully completed.
- Will provide the School System with available training slots prior to high school student registration for each semester. Any slots not utilized by the high school will be available to other feeder high schools in the service area on a first-come, first-served basis.
- Will adhere to the School System standard operating procedures for the reservation and utilization of school equipment located on the high school campus.
- Reserves its right to approve science and computer laboratories and equipment as appropriate and compatible for delivery of a course.
- Will make effort to coordinate course delivery with the needs of the high school.
- Maintains its right to cancel any class with enrollment insufficient to cover expenses.

A.2. The School System designee shall:

- Award high school graduation credit(s) for each college course successfully completed.
- Provide appropriate classroom space and instructional equipment for classes offered on site.
- Provide student transportation to and from the College; students will be the responsibility of the School System during the time he/she is en route to and from College.
- Provide required student textbooks to the College for student use during scheduled class time; students will be required to provide personal items (i.e., workbooks, supplies, etc.) necessary for the training area.
- Pursuant to 0520-1-3-.06(4) (c) 1. of Tennessee Board of Education Rules, Regulations, and Minimum Standards for the Governance of Tennessee Public School (1994), retain the right to observe and supervise instruction, which is conducted in the high school during regular school hours.

A.3. The College and the School System shall:

- Designate a duly responsible coordinator to provide oversight of details and distribute general program information and necessary forms to students.
- Jointly determine the course(s) to be offered, subject to College staffing and scheduling limitations. Start and end dates for terms will follow the Tennessee Board of Regents common calendar dates.
- Agree to follow the college academic calendar for all courses offered. Any exceptions must be approved by the college.
- Provide appropriate information to the Students regarding Dual Enrollment Lottery Grant.

AGREEMENT TERM:

- B.1. Term. This Agreement shall be effective for the period commencing on August 1, 2016 and ending on July 31, 2017.
- B.2. Term Extension. The Institution reserves the right to extend this Agreement for an additional period or periods of time representing increments of no more than one year and a total term of no more than five years, provided that the Institution notifies the School System, in writing, of its intention to do so at least thirty days prior to the Agreement expiration date. An extension of the term of this Agreement will be effected through an amendment to the Agreement. If any extension of the Agreement necessitates additional funding, the increase in the College's maximum liability will also be effected through an amendment to the Agreement.

C. FACULTY

- C.1. Instructors for the dual enrollment classes shall be subject to the approval of both Parties and will adhere to College policies regarding academic standards and documentation of attendance and grades.
- C.2. In the event the instructor is provided and compensated by the College, such compensation will be based upon applicable College policies as to College faculty. (This includes instructors from other higher education institutions on dual services agreements)
- C.3. In the event the instructor is provided and directly compensated by the School System, such compensation will be based upon applicable School System policies and no funds shall be due from the College.

D. TERMS AND CONDITIONS:

- D.1. Required Approvals. The Institution is not bound by this Agreement until it is approved by the appropriate officials in accordance with applicable Tennessee laws and regulations as shown on the signature page of this Agreement.
- D.2. Modification and Amendment. This Agreement may be modified only by a written amendment executed by all parties hereto and approved by the appropriate officials.
- D.3. Performance. The Institution reserves the right to replace/request School System to replace any instructor for non-performance and/or violation of College policies and guidelines.
- D.4. Termination. Either party may terminate this Agreement with or without cause for any reason. Either party shall provide the other at least ninety (90) days written notice before the effective termination date. Termination shall not be effective until the end of the academic year then in progress.
- D.5. Nondiscrimination. The School System hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Agreement or in the employment practices of the School System on the grounds of disability, age, race, color, religion, sex, veteran status, national origin, or any other classification protected by Federal, or State constitutional or statutory law. The School System shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

- D.6. State and Federal Compliance. The School System shall comply with all applicable State and Federal laws and regulations, including without limitation with the Family Educational Rights and Privacy Act (FERPA) and Institution policies and guidelines in the performance of this Contract. The School System agrees that its officers, employees and agents will use personally identifiable information from an education record disclosed pursuant to this Agreement only for the purposes for which the disclosure was made and not for any other purpose. The personally identifiable information may not be disclosed or re-disclosed by either Party to any but the other Party without prior written consent of the student or as otherwise permitted by the Agreement.
- D.7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.
- D.8. Severability. If any terms or conditions of this Agreement are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Agreement are declared severable.

D.9. Communications and Contacts.

The Institution:

Dwight Murphy, Director
Tennessee College of Applied Technology – Oneida/Huntsville
355 Scott High Drive
Huntsville, TN 37756
(423) 663-4900
(423) 663-4925 fax

The School System:

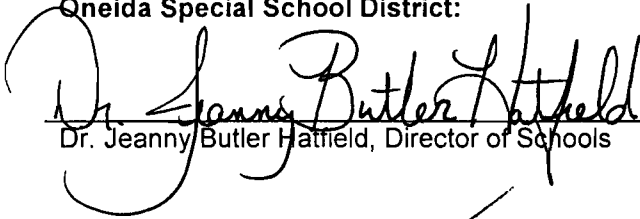
Dr. Jeanny Butler Hatfield, Director of Schools
Oneida Special School District
195 North Bank Street
Oneida, TN 37841
(423) 569-8912
(423) 569-2201 fax

- D.10. Relationship of the Parties. This Agreement shall in no way be interpreted as creating an agency or employment relationship between the parties.
- D.11. Liability. Institution is a public institution of higher education and a member of the State University and Community College System of Tennessee governed by the Tennessee Board of Regents. As a state entity, its liability arising from performance under this agreement 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. The School System is a political subdivision of the state and, as such its liability for injuries which may result from its performance under this agreement shall be subject to and limited to those rights and remedies, if any, available under the Tennessee Governmental Tort Liability Act, §§ T. C. A. 29-20-201, et seq.

Each party shall be solely liable for payment of its portion of all claims, liability, costs, expenses, demands, settlements, or judgments resulting from action or omissions of itself or those for whom it is legally responsible, relating to or arising under this Agreement.

IN WITNESS WHEREOF:

Oneida Special School District:

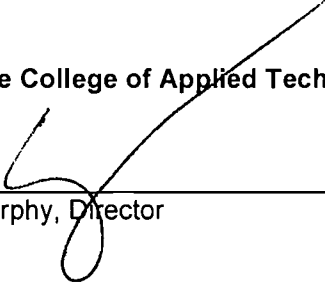


Dr. Jeanny Butler Hatfield, Director of Schools

6-26-16

Date

Tennessee College of Applied Technology – Oneida/Huntsville



Dwight Murphy, Director

7-21-16

Date