Dual Enrollment Agreement for Tennessee Colleges of Applied Technology
Between
Tennessee College of Applied Technology – Oneida/Huntsville
and
Oneida Special School District

This Dual Enrollment Agreement ("Agreement"), by and between Tennessee College of Applied Technology – Oneida/Huntsville ("College") and Oneida High School ("High School"), 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 herein.

OVERVIEW

In accordance with the guidelines and policies set forth by the Tennessee Higher Education Commission and Tennessee Board of Regents ("TBR") Policy 2.03.00.01, and the procedures established by College, College desires to provide eligible high school students the opportunity to earn both college and high school graduation credits simultaneously upon successful completion of qualified course(s) (each a "Dual Enrollment Course") toward a program of study (a "Program").

The following classes that are listed in the College's catalog and use the course syllabus, including outcomes and requirements, and text and materials approved by the respective College department, are offered as Dual Enrollment Courses:

- Allied Health & Medical Assisting
- Automotive Technology
- Aviation Maintenance Technology
- Building Construction Technology
- Computer Information Technology
- Cosmetology
- Criminal Justice: Correctional Officer
- Culinary Arts
- Diesel-Powered Equipment Technology
- Farming Operations Technology
- Industrial Maintenance Technology
- Machine Tool Technology
- Nursing Aide
- Pharmacy Technology
- Welding Technology

Eligible students ("Students") must be enrolled as 10th, 11th, or 12th grade students in a Tennessee public or nonpublic secondary school, or in a home education program. In order to enroll in a specific Dual Enrollment Course, Students must meet the Program's specific placement requirements as determined by the College.

In order to participate in a Dual Enrollment Course, Students must submit the following no later than the start of classes to the Student Services Department:

- A completed application for admission signed by the Student;
- All documents necessary for admission and for eligibility for the TSAC grant;
- Required signatures from Student and parent or legal guardian of the Student.

In order to remain eligible to participate in Dual Enrollment Courses, Students must be in compliance with the College's attendance policy, or the High School's attendance policy for Dual

Enrollment Courses held at the High School, and maintain a cumulative GPA of at least 2.0, or higher based on individual academic program GPA standards in the Dual Enrollment Course(s) that the Student is taking in order to register for subsequent Dual Enrollment Courses. Exceptions must be submitted in writing to the College's Coordinator of Student Services.

Dual Enrollment Courses may be held on the campus of the College or the High School as mutually agreed to by the parties.

Students must register with College's disability services office in order to receive accommodation in their college course(s), when applicable. A Student's high school IEP does not provide accommodations for courses taken as part of this Agreement.

A. RESPONSBILITIES OF THE PARTIES

A.1 The College:

- Is responsible for ensuring that a qualified faculty or adjunct faculty member is the instructor for the Dual Enrollment Course.
- Reserves the right to schedule an observation of all Dual Enrollment Courses held on the campus(es) of the High School at any time to ensure that College's expectations for the quality of the Dual Enrollment Course are met.
- Will initially classify Students enrolled in a Dual Enrollment Course as non-degree seeking. However, upon high school graduation or GED completion, the Dual Enrollment Course credit(s) may be applied toward an appropriate college-degree program so long as regular admissions requirements are met.
- Will adhere to High School's standard operating procedures for the reservation and utilization of school equipment for all Dual Enrollment Courses operated on the High School's campus.
- May require that the High School maintain science and computer laboratories and equipment appropriate and compatible for delivery of a Dual Enrollment Course held on the High School's campus.
- May cancel any Dual Enrollment Course with enrollment insufficient to cover College's expenses, so long as no invoices are sent to High School for such Dual Enrollment Course.
- On the schedule requested by High School, provide to High School for all Students completed grade reporting sheets and attendance reporting sheets.

A.2. The High School shall:

- Award high school graduation credit(s) for each Dual Enrollment Course successfully completed.
- Provide appropriate classroom space and instructional equipment, as determined by the College, for Dual Enrollment Courses offered on the High School campus.
- Retain the right to observe and supervise instruction, which is conducted on the High School campus during regular school hours.
- Agree to follow the College's academic calendar for all Dual Enrollment Courses if requested by the College.
- Provide College with any grade reporting or attendance reporting that College will be requested to complete for Students.
- Ensure that each Student applies for the Dual Enrollment Lottery Grant and any other Tennessee Student Assistance Corporation ("TSAC") grants available to pay for Dual Enrollment Courses prior to the deadlines set by TSAC.
- Not permit any Student to enroll in a Dual Enrollment Course unless that Student has either (i) provided to High School health information that establishes that the Student has complied with the recommended immunization schedule for measles, mumps,

rubella and varicella for adults, issued by the Center for Disease Control and Prevention Advisory Committee on Immunization Practices or (ii) provided to High School documentation that meets the requirements of Tennessee Board of Regents Policy 2.03.00.01, Admission at the Tennessee Colleges of Applied Technology regarding exemptions from vaccination requirements.

- Ensure that Students enrolling in a nursing, laboratory or allied health profession Dual Enrollment Course are aware that entities providing clinical experiences associated with such courses may impose immunization requirements for participation in a clinical experience..
- Ensure that each Student completes a waiver form indicating that the Student has received detailed information about (i) the recommended immunization schedule for measles, mumps, rubella and varicella for adults, issued by the Center for Disease Control and Prevention Advisory Committee on Immunization Practices and the availability and effectiveness of the recommended vaccines and (ii) the risk factors for hepatitis B infection and the availability and effectiveness of vaccine for persons who are at risk of the disease.

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

- Each designate an individual to provide oversight of details and distribute general program information and necessary forms to Students.
- Jointly determine the Dual Enrollment Courses to be offered, subject to College's staffing and scheduling limitations and any enrollment or financial limitations.
- Provide appropriate information to the Students regarding Dual Enrollment Lottery Grant and any other TSAC grants available to pay for Dual Enrollment Courses.

B. AGREEMENT TERM:

B.1. Term. This Agreement shall be effective for the period of no more than one (1) year, commencing on August 1, 2026 and ending on July 31, 2027.

B.2 Term Extension. The parties may agree to extend the term of this Agreement for additional periods of time not to exceed three (3) years in length, so long as an amendment extending the term of this Agreement is executed prior to the expiration date of this Agreement.

C. FACULTY/COSTS

C.1. Instructors for the Dual Enrollment Courses shall be subject to the approval of both parties and will adhere to College's policies regarding academic standards and documentation of attendance and grades. The College reserves the right to replace any Dual Enrollment Course instructor provided by the High School for non-performance and/or violation of College policies and guidelines. The parties will promptly enter into an amendment of this Agreement if the replacement results in the College then being responsible for compensating the instructor of the affected Dual Enrollment Course. The parties agree that the primary employer of a Dual Enrollment Course instructor (College or High School) shall be responsible to arrange and compensate, if required, a substitute in the event that the instructor will be absent for a class meeting.

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.

C.3. In the event the instructor is provided and directly compensated by the High School, such compensation will be based upon applicable High School policies and no funds shall be due to the High School from the College unless otherwise specified in Section C.6 below.

This does not prevent the College from entering into separate agreements with instructors who are also employees of the High School to engage such instructors as adjuncts.

C.4. All costs associated with enrollment of Students in Dual Enrollment Courses that not covered by amounts received under the Tennessee Dual Enrollment Lottery Grant, Middle College Scholarship, or any other TSAC grant intended to pay for the costs of a particular Student's enrollment in a Dual Enrollment Course (collectively, "Grant Monies") shall be the responsibility of the Student or Student's parent or legal guardian. College shall invoice Students or the Student's parent or legal guardian in accordance with the terms of the enrollment agreement documents between the parties. The costs shall be as set forth in Sections C.5. and C.6.

C.5. For Dual Enrollment Courses held at College's facilities, the per Student cost per Dual Enrollment Course shall be equal to the per student cost that the College has set as the per student cost for enrollment in such course by other students of the College (the "College's Class Cost"). The College's Class Cost includes the cost of providing the instructor, classroom space, all maintenance and mandatory fees, textbooks and other class materials. The College's Class Cost will not include any fees that the Tennessee Higher Education Commission has determined may not be charged for Dual Enrollment Courses. The following costs are not included in the College's Class Cost but are associated and due for each Student in each Dual Enrollment Course workbooks, cosmetology kits, required tools, welding hoods and jackets, certification exam costs, certification cards, malpractice insurance, licensure exams, uniforms, transportation costs to clinical sites, and other personal use supplies required for training purposes. The parties acknowledge that the per student enrollment cost for each course the College offers, and all fees are approved by TBR and available for review by High School upon request.

C.6. For Dual Enrollment Courses held at High School's facilities, the parties agree as follows:

In the event the High School provides the instructor and other Dual Enrollment Course needs as mutually agreed to by the parties, the College shall pay the High School 40% of the Grant Monies received for the Dual Enrollment Course in order to compensate the High School for the costs associated with providing the Dual Enrollment Course at the High School. This amount shall not be subject to escalation for any reason or increased unless this Agreement is amended.

C.7. In the event that a Student drops a Dual Enrollment Course by the College's Drop/Add Deadline, Grant Monies will be returned to TSAC in accordance with College and TSAC polices.

D. TERMS AND CONDITIONS:

D.1. Required Approvals. The College 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. Each party agrees to work in good faith to achieve the objectives of this Agreement.

D.4. Termination. Either party may terminate this Agreement with or without cause for any reason by providing written notice to the other party. However, in no event shall termination be effective until the end of the academic year then in progress.

D.5. Nondiscrimination. Each party hereby agrees 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 either party 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.

D.6. Allegations of Sexual Harassment or Other Discrimination.

If the College receives a report of sexual harassment or other discrimination relating to a High School student's participation in DE classes or related activities, the College will coordinate with the High School to determine jurisdiction, to coordinate the provision of supportive measures, and to respond pursuant to the appropriate policy and procedures based on the allegations and identities of the individuals involved.

If the High School receives a report of sexual harassment or other discrimination relating to the College's education program or activity, the High School will coordinate with the College to determine jurisdiction, to coordinate the provision of supportive measures, and to respond to the report under the appropriate policy and procedures based on the allegations and identities of the individuals involved.

D.7 State and Federal Compliance. Each party shall comply with all applicable State and Federal laws and regulations, including without limitation with the Family Educational Rights and Privacy Act (FERPA) (collectively, the "Laws"). Each party 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 unless permitted by the Laws or necessary in order to comply with this Agreement. For purposes of clarity, the parties acknowledge that Students enrolled in Dual Enrollment Courses are students of both the College and the High School with educational records created by the instructors of such Dual Enrollment Courses being records of both the College and the High School. Consistent with 34 C.F.R. § 99.31(a)(2), each party agrees to disclose to the other party education records which the other party needs for purposes related to the student's Dual Enrollment. The parties further acknowledge that the Laws applicable to educational records held by the College differ from those applicable to educational records held by the High School and agree that the Laws applicable to educational records held by the College shall apply only to the College, and the Laws applicable to educational records held by the High School shall apply only to the High School. 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, the parent or legal guardian of the Student, or as otherwise permitted by FERPA or this Agreement.

D.8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.

D.9. 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.10. Communications and Contacts.

The College:
Tim Smith, President
Tennessee College of Applied Technology – Oneida/Huntsville
355 Scott High Drive, Huntsville, TN 37756
423-663-4900
423-663-4925

The High School:
Dr. Jeanny Phillips, Director of Schools
Oneida Special School District
195 North Bank Street, Oneida, TN 37841
423-569-8912
423-569-2201

D.11. Relationship of the Parties. This Agreement shall in no way be interpreted as creating an agency or employment relationship between the parties.

D.12. Liability. College is a public College 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 High School 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 Phillips, Director of Schools **Date**

TENNESSEE COLLEGE OF APPLIED TECHNOLOGY – ONEIDA/HUNTSVILLE:

Tim Smith, President **Date**

TENNESSEE BOARD OF REGENTS:

Flora W. Tydings, Chancellor **Date**