

**Dual Enrollment Agreement for Tennessee Colleges of Applied Technology
Between
Tennessee College of Applied Technology - Jacksboro
and
Oneida Special School District**

This Dual Enrollment Agreement ("Agreement"), by and between TENNESSEE COLLEGE OF APPLIED TECHNOLOGY - JACKSBORO ("Institution") and ONEIDA SPECIAL SCHOOL DISTRICT ("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 2:03:00:00, and the procedures established by Institution, Institution 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 Institution's catalog and use the course syllabus, including outcomes and requirements, and text and materials approved by the respective Institution department are offered as Dual Enrollment Courses:

- ADMINISTRATIVE OFFICE TECHNOLOGY
- CRIMINAL JUSTICE: CORRECTIONAL OFFICER
- HEATING, VENTILATION, AIR CONDITIONING AND REFRIGERATION
- POWER SPORTS TECHNOLOGY
- RESIDENTIAL, COMMERCIAL, INDUSTRIAL ELECTRICITY
- RETAIL, HOSPITALITY, AND TOURISM TECHNOLOGY

Eligible students ("Students") must be enrolled as 9th, 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 Institution.

In order to participate in a Dual Enrollment Course, Students must submit the following to the **STUDENT SERVICES DEPARTMENT**:

- A completed application for admission signed by the Student;
- 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 Institution's attendance policy and maintain a cumulative GPA of at least 2.0 or higher based on individual academic program 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 Institution's **VICE PRESIDENT OF COLLEGE AND STUDENT AFFAIRS**.

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

A. RESPONSIBILITIES OF THE PARTIES

A.1 The Institution:

- 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 Institution'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 Institution'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 Institution, for Dual Enrollment Courses offered on the High School campus.
- 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 on the High School campus during regular school hours.
- Agree to follow the Institution's academic calendar for all Dual Enrollment Courses if requested by the Institution.
- Provide Institution with any grade reporting sheets or attendance reporting sheets that Institution 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 Rule 0140-02-09-.03 of the Tennessee Board of Regents regarding exemptions from vaccination requirements.
- Ensure that Students enrolling in a nursing, laboratory or allied health profession Dual Enrollment Course are aware of the need to comply with immunization requirements of entities providing clinical experiences associated with such courses.

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

- Each designate a 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 Institution'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.

AGREEMENT TERM:

- B.1. Term. This Agreement shall be effective for the period of no more than one (1) year, commencing on JANUARY 1, 2024 and ending on JUNE 30, 2024.
- B.2. Term Extension. The parties may agree to extend the term of this Agreement for additional periods of time not to exceed five (5) 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 Institution's policies regarding academic standards and documentation of attendance and grades. The Institution reserves the right to replace any Dual Enrollment Course instructor provided by the High School for non-performance and/or violation of Institution policies and guidelines. The parties will promptly enter into an amendment of this Agreement if the replacement results in the Institution 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 (Institution 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 Institution, such compensation will be based upon applicable Institution policies as to Institution 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 Institution unless otherwise specified in Section C.6 below. This does not prevent the Institution from entering into separate agreements with instructors who are also employees of the High School to engage such instructors as adjuncts.
- C.4. INTENITONALLY DELETED
- C.5. For Dual Enrollment Courses held at Institution's facilities, the per Student cost per Dual Enrollment Course shall be equal to the per student cost that the Institution has set as the per student cost for enrollment in such course by other students of the Institution (the "Institution's Class Cost"). The Institution's Class Cost includes the cost of providing the instructor, classroom space, all maintenance and mandatory fees, textbooks and other class materials. The Institution'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 Institution's Class Cost but are associated and due for each Student in each Dual Enrollment Course. The parties acknowledge that the per student enrollment cost for each course the Institution 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 parries agree as follows:

For Dual Enrollment Courses held at High School's facilities, Institution agrees that it is not anticipated that any funds shall be due from the High School, Student, or Student's parent or legal guardian.

If other costs are anticipated to be incurred by Institution in connection with the Dual Enrollment Course, such as for supplies, Institution will obtain High School's written approval of such costs prior to invoicing High School for the same.

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

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. Each parties 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. 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 Institution and the High School with educational records created by the instructors of such Dual Enrollment Courses being records of both the Institution and the High School. The parties further acknowledge that the Laws applicable to educational records held by the Institution differ from those applicable to educational records held by the High School and agree that the Laws applicable to educational records held by the Institution shall apply only to the Institution, 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.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:

TIM SMITH, VICE PRESIDENT OF COLLEGE AND STUDENT AFFAIRS
TENNESSEE COLLEGE OF APPLIED TECHNOLOGY - JACKSBORO
P.O. BOX 419, 265 ELKINS ROAD, JACKSBORO, TN 37757
(423) 417-8135
(423) 566-9713 fax

The High School:

JASON TERRY, DIRECTOR OF ATTENDANCE, CTE, & MAINTENANCE
ONEIDA SPECIAL SCHOOL DISTRICT
195 NORTH BANK STREET, ONEIDA, TN 37841
(423) 569-8912
(423) 5692201

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 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 - JACKSBORO

DR. DEBBIE PETREE, PRESIDENT

Date

TENNESSEE BOARD OF REGENTS:

Flora W. Tydings, Chancellor

Date