

VI:02:13 CONTRACT TRAINING WITH BUSINESS AND INDUSTRY: NON-CREDIT INSTRUCTION

Purpose

The purpose of this policy is to allow Continuing Education and Economic Development to provide contract non-credit instruction (training) for area business and industry in support of their human resource employee development programs.

General Procedures

The Division of Continuing Education and Economic Development will enter into training contracts/agreements with area business and industry to provide non-credit instruction in-plant, on campus, or at a neutral location. Training fees will be negotiated by the Division directors, ensuring compliance with TBR Guideline B-060, and approved by the Assistant Vice President for Continuing Education and Economic Development.

In cases where the revenue does not exceed \$25,000, the Memorandum of Understanding approved by the Council of Buyers/Contract Officers at the January 17, 2007 meeting will be processed (Attachment A). The authorized contract signature for the "Institution" is the Vice President for Academic Affairs.

In cases where the revenue exceeds \$25,000, the Non-Credit Instruction Agreement Between (Name of TBR Institution) and (Name of Contractor) provided in Guideline G-030 will be processed (Attachment B). The authorized contract signature for the "Institution" is the Vice President for Academic Affairs.

Fees

The fee indicated on the contract may be a fixed rate fee or a per student fee. Materials or textbook fees may be part of the fixed rate or listed separately. Various factors are involved in the fee determination, Guideline B-060 notwithstanding. Elements in the fee determination include:

1. The number of students anticipated
2. Amount of preparation time
3. Consultative services
4. Materials required
5. Equipment required
6. Faculty/consultant salaries
7. Travel expenses
8. Etc.

General Provisions

Generally, the business or industry shall provide the following:

- A signed agreement in advance of the scheduled class
- A meeting facility suitable to accommodate the teaching and learning environment
- A secured location for the storage of College equipment associated with the instruction
- Other provisions as indicated in the contract.

Generally, the College shall provide the following:

- Consulting services deemed appropriate by the business/industry and the College
- A qualified instructor
- Registration and related services. If CEUs are awarded, successful completers must have completed the Non-Credit Registration form prior to completion of the program to earn the CEUs.
- Delivery and sale of textbooks (as indicated in the contract)
- A student record of grade and credit hours earned
- Other provisions as indicated in the contract.

When the use of a campus facility is required to accommodate special instructional or equipment needs, any additional fees associated with the special accommodations will be included in the contract.

Refunds

No refunds for student drops or withdrawals are awarded under these contracts.

Billing

The Division of Continuing Education and Economic Development will serve as the liaison between the business/industry and the Business Office. The Division will submit a request to invoice the business or industry as indicated in the MOU or contract.


TBR Sources:

B-060: December 2, 1977 TBR meeting. Revised March 14, 1980 TBR meeting; November 13, 1991 presidents meeting; November 8, 1982 presidents meeting; July 1, 1984; November 1, 1988; May 15, 1990 presidents meeting; August 14, 1990 presidents meeting; November 10, 1992 presidents meeting; August 10, 1993 presidents meeting; November 9, 1993 presidents meeting; August 9, 1994 presidents meeting; May 8, 1995 presidents meeting, August 8, 1995 presidents meeting, November 8, 1995 presidents meeting, February 6, 1996 presidents meeting, May 14, 1996 presidents meeting, November 12, 1996 presidents meeting, May 6, 1997 presidents meeting, July 16, 1997 called Board meeting, November 5, 1997 presidents meeting, February 17, 1998 presidents meeting via conference call, August 25, 1998 presidents meeting, May 9, 2000 presidents meeting, August 8, 2000 presidents meeting, November 8, 2000 presidents meeting, February 13, 2001 presidents meeting, August 21, 2001 presidents meeting, May 21, 2002 presidents meeting, February 11, 2003 presidents meeting, May 20, 2003 presidents meeting, February 10, 2004 presidents meeting, August 17, 2004 presidents meeting, February 8, 2005 presidents meeting, May 17, 2005 presidents meeting, February 8, 2006 presidents meeting, May 16, 2006 presidents meeting, August 16, 2006 presidents meeting, May 15, 2007 presidents meeting, August 21, 2007 presidents meeting, November 6, 2007 presidents meeting; February 17, 2009 presidents meeting; May 12, 2009 presidents meeting; August 11, 2009 presidents meeting; November 10, 2009 presidents meeting; February 16, 2010 presidents meeting; February 15, 2011 presidents meeting; May 17, 2011 presidents meeting; August 16, 2011 presidents meeting; May 16, 2012 presidents meeting; August 21, 2012 presidents meeting.

G-030: November 12, 1985, Presidents' Meeting; August 15, 1989, Presidents' Meeting; November 8, 1995, Presidents' Meeting; May 14, 1996 Presidents' Meeting; November 12, 1996, Presidents' Meeting; August 5, 1997 Presidents' Meeting, November 5, 1997 Presidents' Meeting; February 17, 1998 Presidents' Meeting & March 27, 1998 Board Meeting; November 4, 1998 Presidents' Meeting, November 7, 2001 Presidents Meeting. August 16, 2005 Presidents' Meeting, August 16, 2006 Presidents' Meeting; May 15, 2007 Presidents' Meeting, February 12, 2008 Presidents' Meeting; Presidents Meeting, November 5, 2008; Presidents Meeting, February 17, 2009; Presidents Meeting, August 11, 2009; Presidents Meeting August 17, 2010.

VSCC Source: VI:01:03: November 11, 1987, President; December 1, 1992, President; July 2, 1997, President; VI:01:03 Deleted by VI:02:13, August 11, 2008, President's Cabinet; November 19, 2013, President

Attachment A

	<p>Division of Continuing Education & Economic Development</p> <p>Memorandum of Understanding (MOU) Non-Credit Instruction/Consulting</p>
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This MOU serves as authorization for **Volunteer State Community College**, Institution, to provide the following for _____, Company.

Program Title/CEUs(if applicable):	
Description:	
Instructor(s):	
Date(s) and Time(s):	
Location:	
Number of Participants:	
Program Fee:	There are no refunds for individual enrollments once the workshop has begun.

The Institution will provide all instructional/consulting materials. The Company agrees that the Institution is the sole owner of all instructional materials to be used or developed for the Program. The Company is not permitted to video/audio tape the instruction or copy written materials unless otherwise agreed in writing by Institution.

If applicable, a record of CEUs earned will be maintained by Institution for individuals who complete the Non-Credit Workshop Registration Form. For training that involves CEU credit, a transcript of record may be obtained by contacting the Division of Continuing Education.

This agreement may be terminated by either party by giving written notice to the other at least 14 days before the effective date of termination. In that event, the institution shall be entitled to receive just and equitable compensation for any satisfactory authorized work completed as of the termination date to include such costs as consultative time, preparation of materials, purchase of textbooks, and other instruction-related costs.

Payment Options: (Check One)

<input type="checkbox"/> Payment by Credit Card: Check one: Visa____ Mastercard ____ Expiration Date _____ Credit Card #: _____ Print Cardholder's Name: _____ Cardholder's Signature: _____	<input type="checkbox"/> Payment by Purchase Order – Invoice Requested: Purchase Order Number: _____
<input type="checkbox"/> Invoice Requested: Company agrees to make payment for services rendered within 30 days of receipt of an invoice. Payments not received within thirty days of receipt of invoice will be delinquent and subject to collection in accordance with TBR and Institution policies and guidelines, including referral to a collection agency. Company agrees to pay all collection costs incurred by Institution.	<input type="checkbox"/> Payment by Check in Advance of Scheduled Instruction/Consulting

The Institution and Company agree that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this MOU or in the employment practices of the Institution or Company on the grounds of disability, age, race, color, religion, sex, national origin, veteran status or any other classification protected by applicable federal or Tennessee law. The Institution and Company shall comply with all applicable federal and Tennessee law.

The Company will provide the Institution advance notice of any special accommodations required by any course participant. The Company agrees to pay the Institution for any additional costs required to provide special accommodations under the ADA.

Signature of Company Official	Date	Signature of Institution Official	Date
Address		1480 Nashville Pike, Gallatin, TN 37066	
Please print name		Please print name	
Title		Vice President for Academic Affairs	
		Title	

Attachment B

**NON-CREDIT INSTRUCTION AGREEMENT BETWEEN
(NAME OF TBR INSTITUTION)
AND
(NAME OF CONTRACTOR)**

This Agreement is entered into by _____, hereinafter referred to as the "Institution," and _____, hereinafter referred to as the "Company." In consideration of the mutual promises herein contained, the parties have agreed and do hereby enter into this Agreement according to the provisions set out herein:

A. The Institution agrees to provide:

Program Title:

CEU:

Description:

Instructors:

Date(s) and Time:

Location:

Number of Participants: Minimum of ____ and maximum of ____ participants

Program Fee: \$ _____

The Institution will provide all instructional materials deemed appropriate by the instructor. A record of CEUs earned will be maintained in the Division of Continuing Education of the Institution. A transcript of record may be obtained by contacting that office.

B. The Company shall provide:

A suitable meeting facility to accommodate the instruction (if applicable describe here).

The Company is not permitted to video/audio tape the instruction unless prior negotiations between the Company and the Institution have been completed.

C. The term of this Agreement shall be from _____ to _____, 20__.

D. The Company shall compensate the Institution as follows:

The Institution will invoice the Company in the amount of \$_____, Program Fee above. Payment is due within 30 days of receipt of invoice.

E. The parties further agree that the following shall be essential terms and conditions of this Agreement:

1. The parties agree to comply with Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Executive Order 11, 246 and the related regulations to each. Each party

assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students because of race, religion, creed, sex, age, disability, veteran status or national origin.

The parties also agree to take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to their race, religion, creed, color, sex, age, disability, veteran status or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection available to employees and applicants for employment.

2. The Company agrees to carry adequate public liability and other appropriate forms of insurance, to pay all taxes incident hereunto, and otherwise protect and hold the Institution harmless from any and all liability not specifically provided for in this Agreement.
3. This Agreement is governed by the laws of the State of Tennessee, and any claims against the Institution shall be brought before the Tennessee Claims Commission.
4. The parties shall comply with all applicable Federal and State laws and regulations in the performance of this Agreement.
5. This Agreement may be terminated by either party by giving written notice to the other at least ___ days before the effective date of termination. In that event, the Institution shall be entitled to receive just and equitable compensation for any satisfactory authorized work completed as of the termination date to include such costs as consultative time, preparation of materials, purchase of textbooks, and other instruction-related costs.
6. This Agreement may be modified only by written amendment executed and approved by appropriate parties as indicated on the signature page of this Agreement.

In witness whereof, the parties have by their duly authorized representatives set their signatures.

(Company Name)

(Address)

(City, State, Zip Code)

ATTN: _____
(Name & Title)

(Authorized Signature) (Date)

(Institution)

(Address)

(City, State, Zip Code)

ATTN: _____
(Name & Title)

(Authorized Signature) (Date)