JOINT TRAINING AGREEMENT
By and Between
NASHVILLE STATE TECHNICAL COMMUNITY COLLEGE
And
TENNESSEE TECHNOLOGY CENTER AT NASHVILLE

THIS AGREEMENT, by and between the Nashville State Technical Community College, also referred to as NSCC, and the Tennessee Technology Center at Nashville, also referred to as “TTCN”,

WITNESSETH

WHEREAS, there is a high demand for qualified and certified automotive technicians with an Associate Degree in the Middle Tennessee area, and

WHEREAS, the Tennessee Technology Center at Nashville provides theoretical and practical instruction in Automotive Technology to meet the needs of employers in area dealerships and independent shops,

WHEREAS, the Nashville State Technical Community College provides the general education and technical courses necessary to award Associate degrees, and

WHEREAS, it is to the mutual benefit of both institutions and students to enroll new students into the Automotive Technology programs each Fall Semester, the parties agree to the terms and provisions set forth below:

I. PURPOSE AND SCOPE:
   A. Nashville State Technical Community College and Tennessee Technology Center at Nashville agree to jointly offer the General Motors Automotive Service Educational Program (GM ASEP) and the Automotive Technology Educational Program (ATEP) to enable qualified students to receive an Associate of Applied Science degree in Automotive Service Technology. The GM ASEP and ATEP programs will include alternating periods of formal classroom instruction and mandatory cooperative education periods in dealerships approved by the General Motors Corporation and/or institutions. NSCC and TTCN agree to begin a new class at the beginning of each academic year in both the GM ASEP and ATEP programs.
   B. Consideration for this agreement shall consist of the mutual promises contained herein and in accordance with program guidelines established by the General Motors Corporation for GM ASEP.
   C. The general education classes necessary for the degree will be conducted at the NSCC, located at 120 White Bridge Road, Nashville, Tennessee and the technical courses will be conducted at TTCN, located at 100 White Bridge Road, Nashville, Tennessee, 37209.

II. TERM AND TERMINATIONS
   A. The term of this agreement shall be from May 1, 2007 through April 30, 2008.
   B. Either party may terminate this agreement by giving written notice to the other one trimester/semester before termination. In the event of such termination, each institution shall honor its commitment to students who have completed the first year of the program and be entitled to receive appropriate refund per the schools refund policy.
   C. This agreement is subject to the appropriation of state funding.
III. **SPECIFIC RESPONSIBILITIES:**

A  **Nashville State Technical Community College** will assume the following responsibilities:

1) Approve the selection of instructors qualified through certification training and degrees to teach the GM ASEP and ATEP programs.
2) Coordinate the recruitment and dissemination of information about the program to prospective students.
3) Inform applicants of the admission requirements of the program and receive applications for enrollment into the program.
4) Administer the necessary admission tests to prospective students.
5) Provide academic advisement and student counseling.
6) Maintain student records pertaining to the associate degree requirements.
7) Administer Title IV financial aid to qualified students for both institutions (NSCC & TTCN).
8) Provide the general education courses and specified technical courses needed to award the degree to qualified students.
9) NSCC will employ two full-time instructors for the joint programs. One instructor will be dedicated to the GM ASEP program and the other instructor will be dedicated to ATEP. NSCC will be responsible for the salaries, benefits, and professional development for both instructors.
10) Assist in the job placement of students upon graduation from the program.
11) NSCC will provide faculty offices and supplies for both instructors.
12) NSCC will be responsible for collecting all tuition and fees for both institutions.
13) NSCC instructors will provide to TTCN Student Records Office each trimester the appropriate grades and scheduled trimester hours for students enrolled in the GM ASEP and ATEP programs.
14) NSCC will fund academic committee meetings, graduation dinners in support of the GM ASEP and ATEP programs.

B  **Tennessee Technology Center at Nashville** will assume the following responsibilities:

1) Assist in the recruitment of students for the program.
2) Provide instruction in specified technical courses to ensure that students demonstrate competencies needed for advanced standing credit in the NSCC degree program.
3) Provide, with coordination from NSCC, Cooperative Education training for all students enrolled in the GM ASEP and ATEP programs.
4) Provide and maintain the classroom and lab facility, tools, equipment, and vehicle storage area for the technical courses.
5) Procure tools, equipment and storage containment items needed to meet the standards of the GM ASEP and ATEP program.
6) Publicize the program in all publications developed by the school.
7) Assist in the academic advisement and counseling of students in the program.
8) Submit student records as required by NSCC for the awarding of credit to the appropriate degree technical courses.
9) Provide a TTCN motor pool vehicle for co-op visits.
10) TTCN will notify NSCC, prior to the start of the NSCC pre-registration period, of the dollar amount of fees that should be assessed per student for students enrolling in TTCN classes. This notification shall include the student name, student identification number, the name of the TTCN course for which the student is registering and the TTCN fee assessment amount.

11) TTCN will invoice NSCC each trimester for the appropriate tuition and fees for students enrolled in Cooperative Education training.

IV. MUTUAL RESPONSIBILITIES:

A Nashville State Technical Community College and Tennessee Technology Center at Nashville will mutually determine the course content, course descriptions, syllabi, texts, and final examinations for each technical course to be taught by the TTCN. In addition, NSCC and TTCN will agree on specific tools and training equipment necessary to meet the standards of both Automotive Technology programs. All courses taught by TTCN will be conducted in a term format with structured lectures and laboratories and identified with course numbers assigned by NSCC. The final examinations for each course must measure the competencies required for degree credit.

B NSCC and TTCN will collaborate to develop a Policy and Procedures Manual for the ATEP and GM ASEP programs to specify course offerings during each period of instruction, the calendar of for each classroom and cooperative education phase of instruction, and the projected costs of the program (tuition and fees for each institution, tools, other student expenses) for each trimester/semester. This manual may be modified at any time upon the mutual consent of both parties. Information from the manual pertinent to student finances and the calendar of operation shall be also disseminated to each prospective and current student in the programs.

C NSCC and TTCN will jointly determine the scheduling of classes so that there will be a coordinated effort in providing the students the general education courses and technical courses required for each phase of instruction. Technical classes and cooperative work experiences will be scheduled with consideration of institutional funding formulas relative to student headcount/FTE to ensure that annual productivity goals for each institution are met.

D NSCC, in collaboration with TTCN, will select and approve qualified instructors to teach the ATEP and GM ASEP program. One full-time instructor shall be dedicated to the ATEP program and one full-time instructor will be dedicated to the GM ASEP.

E NSCC will support the professional development and training activities necessary and required for teaching certifications of instructors in the program. Upon mutual consent, the teaching schedules of each instructor will be modified to allow participation in workshops, seminars, etc. required by General Motors Corporation and/or Toyota Motor Company.

F NSCC will conduct two meetings of the ATEP and GM ASEP Advisory Committees each fiscal year and coordinate other events, graduation dinners, etc. as mutual agreed upon to maintain a successful program. NSCC will provide copies of the ATEP advisory committee meeting minutes twice a year to TTCN.

G 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, the Americans with Disabilities Act of 1990 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, color, 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.

Neither party shall be responsible for personal injury or property damage or loss except that resulting from its own negligence or the negligence of its employees or others for whom the party is legally responsible. Any and all claims against the State of Tennessee, including the Institution or its employees, for injury, damages, or expenses or attorneys’ fees, shall be heard and determined by the Tennessee Claims Commission in the manner prescribed by law. Damages recoverable against the Institution shall be limited expressly to claims paid by the Claims Commission pursuant to T.C.A., Section 9-8-301 et seq.

IN WITNESS WHEREOF, the parties have by their duly authorized representatives set their signatures:

TENNESSEE TECHNOLOGY CENTER AT NASHVILLE:

By: Johnny W. Williams, Ed.D., Director

Date

NASHVILLE STATE TECHNICAL COMMUNITY COLLEGE

By: George Van Allen, Ed.D., President

Date