



SPECIAL ARRANGEMENT CONTRACT

This Special Arrangement Contract (SAC) is made between Dabney S. Lancaster Community College, hereinafter "College," located in Clifton Forge, Virginia, and _____, hereafter referred to as the "Employer," located in _____, Virginia under the authority of Section 23-7.4:2(F) of the *Code of Virginia*, as amended, and in accordance with the Guidelines issued by the State Council of Higher Education for Virginia (SCHEV).

College and the Employer agree to and understand the following:

1. The purpose of this SAC is to permit non-domiciliary employees of the Employer who are enrolled or who wish to enroll at College to receive the benefits of in-state tuition or contract rates of the College.
2. The laws of the Commonwealth of Virginia, in particular Section 23-7.4:2(F) of the *Code of Virginia*, as amended, and the Guidelines issued by SCHEV shall govern this SAC.
3. If the Employer is a federal agency, the undersigned represents that he/she is an authority controlling the federal installation in Virginia, as defined by Section 23-7.4:2(F) of the *Code of Virginia*, as amended. If the Employer is not a federal agency, then the undersigned represents that he/she is authorized to execute this SAC on behalf of the Employer.
4. Charges for tuition and fees shall be those duly established by the College's State Board for Community Colleges for the academic year during which the employees of the Employer enroll as students at College.
5. Reduced tuition charges under the provisions of this SAC are available only to the employees of the Employer and not their spouses or dependents.
6. The Employer assumes tuition and fee liability for each employee enrolled in a College course under the terms of this SAC. If the Employer is a federal agency, College and the Employer will execute a separate addendum to specify the number of students to be served at reduced rates. If the Employer is a federal agency, then federal law will determine the liability of the agency under this paragraph.
7. College assumes responsibility for reporting to SCHEV, as necessary, those employees receiving benefits of in-state tuition under the provisions of this SAC and for providing SCHEV with a copy of this SAC.
8. This SAC shall be effective for one academic year, beginning with the _____ 20__ semester and concluding at the end of the _____, 20__ semester.

9. Either party may terminate this SAC by providing the other party written notice of intent to terminate 180 days prior to the intended date of termination. If Virginia law should change so as to render this SAC illegal or unenforceable, it shall automatically terminate, with or without notice, upon the effective date of the change in the law. In the event of such a change in the law, College will notify the Employer of the change as soon as possible after legislative action is completed.
10. No change or modification of this SAC shall be effective unless it is executed in writing and signed by the duly authorized representatives of both parties.
11. The provisions of this SAC shall not be interpreted as a waiver of sovereign immunity of the Commonwealth of Virginia.

<u>Dabney S. Lancaster</u> COMMUNITY COLLEGE (College)	_____ (Employer)
By: _____	By: _____
Name: <u>Angela Graham</u>	Name: _____
Vice President of Finance and Administration	Title: _____
Date: _____	Date: _____

BUSINESS CONTRACT TUITION RATE REQUIREMENTS

Each semester, _____(Employer) will submit **one** memo (list) with all eligible employees, including their social security/student identification numbers, with payment attached for each student on the list. The list and payment should be submitted together, no later than the scheduled tuition deadline for each semester, to Karen Bishop (kbishop@dslcc.edu/fax # 540-863-2915).

The employer will be invoiced for the student charges **if** a Third Party Tuition Sponsorship Agreement accompanies this contract. The Third Party Tuition Sponsorship Agreement is available on line at <https://www.dslcc.edu/wp-content/uploads/FINAL-3rd-Party-Sponsorship-Agreement-7-5-18-5.pdf>.