

AGREEMENT

BETWEEN

**EAST TENNESSEE STATE UNIVERSITY
MILLIGAN COLLEGE
AND
EMMANUEL SCHOOL OF RELIGION**

This AGREEMENT, entered into this 11 day of December, 2007, by and between **EAST TENNESSEE STATE UNIVERSITY**, hereinafter referred to as **University**, **MILLIGAN COLLEGE**, hereinafter referred to as **College**, a Tennessee Corporation, and **EMMANUEL SCHOOL OF RELIGION**, a Tennessee Corporation, hereinafter referred to as **School**:

Witnesseth:

WHEREAS, East Tennessee State University is a state-supported institution of higher education, and

WHEREAS, Milligan College is a private institution of higher education, and

WHEREAS, Emmanuel School of Religion is a private institution of graduate higher education, and

WHEREAS, the University, College and School are located within six (6) miles of each other, and

WHEREAS, the University, College and School have unique curricular offerings, and

WHEREAS, University, College and School students can mutually benefit from these unique curricular offerings,

NOW, THEREFORE, for and in consideration of the terms, conditions, and mutual obligations set forth in this Agreement, the parties hereby agree as follows:

A. The School and College agree to the following procedures and conditions:

1. To admit University students to selected classes in accordance with the terms stipulated in section C of this Agreement.
2. To permit University students who are enrolled in selected classes to utilize the School and College libraries in accordance with the same rules applied to students enrolled at the School and College.

3. To permit University faculty to utilize the School and College libraries in accordance with procedures outlined by the School and College.

4. To promptly provide grade reports on the University students to the Registrar at the University.

5. To compensate the University annually by June 1 for each semester hour registered for by a School or College student at the University's resident tuition rate, as appropriate for graduate and/or undergraduate courses.

B. The University agrees to the following procedures and conditions:

1. To admit School and College students to selected classes at the University in accordance with the terms stipulated in section C of this Agreement.

2. To permit the School and College students who are enrolled in selected classes at the University to utilize the University library in accordance with the same rules applied to University students.

3. To permit School and College faculty to utilize the University library in accordance with procedures outlined by the University.

4. To promptly provide grade reports on the School and College students to the Registrar at the appropriate institution.

5. To compensate School and College annually by June 1 for each semester hour registered for by a University student at the University resident tuition rate, as appropriate for graduate and/or undergraduate courses.

C. Parties to this Agreement agree to the following conditions:

1. Participation under terms of this agreement is limited to students at the School who have been approved by the School's Dean of Instruction, College students who have been approved by the college's Registrar, and to University students who have been approved by the University's Registrar.

2. For the University and College, participation under terms of this Agreement is limited to enrollments in undergraduate courses by students who are classified as full-time by their home institutions. Part-time students may participate with the agreement of their home institution.

3. Representatives of the University, College and School shall meet to review course offerings under this Agreement.

4. Registration in courses covered by this Agreement must be approved by the student's home institution and the Registrar, or Dean of Instruction, in the institution offering the course, with the following considerations:

a. The Registrar, or Dean of Instruction at the home institution will assure that the student has an adequate background for the course desired.

b. The Registrar, or Dean of Instruction at the institution offering the course will determine that enrollment positions exist in the desired course.

c. A student will not be permitted to register for a course at the host institution if it is available at the home institution, unless the Registrar, or Dean of Instruction, of the home institution determines there is an irreconcilable schedule conflict.

d. Every effort will be made to accommodate visiting students.

e. The exchange arrangements will also extend to summer sessions and other special sessions insofar as financial considerations warrant.

f. The College will provide the University a list of non-duplicative courses by semester. This list will be publicized to University students through the Registrar's Office, through department offices and other means.

5. For purposes of course withdrawals, drops, and refunds, the student will be governed by the policies of the institution offering the course in which he/she is enrolled.

6. School and College students will pay the appropriate tuition to their institution for the course(s) selected under the terms of this Agreement. University students will pay the appropriate in-state fees to the University for course(s) selected under the terms of this Agreement. Total fees, including fees for courses taken at the School or College shall not exceed the student's full-time rate.

a. Charges for courses which require an extra fee (laboratory supplies, etc.) will be paid to the institution where the course is taken by the students.

7. The University, College and the School agree that no person shall, on the basis of race, veteran status, sex, religion, color, national origin, age or handicap, be excluded from participation, be denied the benefit of, or otherwise be subjected to discrimination under any course or program offered pursuant to this Agreement, and violation of this provision shall be grounds for immediate termination of the Agreement.

8. This Agreement shall be effective January 30, 2007, shall remain in effect for a period of five years and shall be subject to review and revision at the end of this period, unless either party requests termination of the Agreement by notifying the other part at least thirty days prior to the beginning of an academic term.

9. The School and College shall maintain documentation for all charges against the Institution under this Agreement. The books, records, and documents of

the School and College, insofar as they relate to work performed or money received under this Agreement, shall be maintained for a period of three full years from the date of the final payment, and shall be subject to audit, at any reasonable time and upon notice, by the institution or the comptroller of the Treasury, or their duly appointed representatives.

EAST TENNESSEE STATE UNIVERSITY

BY: Paul E. Stanton
Dr. Paul E. Stanton, Jr., President

12/13/07

MILLIGAN COLLEGE

BY: Don James
Dr. Don James, President

EMMANUEL SCHOOL OF RELIGION

BY: C Robert Wetzal
Dr. C. Robert Wetzal, President