Dear Virginia Employer:

The following is a copy of Lord Fairfax Community College’s Special Arrangement Contract (SAC) and other informational materials. Please read all of the materials carefully before signing the SAC. By entering into the SAC with us, your employees, who do not qualify as Virginia residents but who work for you in Virginia, may be eligible for our special lower contract tuition rate. Until both parties have signed the SAC, the courses these employee-students take will be charged at the out-of-state rate.

Please complete the contract as follows prior to returning it to us:

1. Enter your company’s name and location on the lines indicated in the first paragraph.
2. Have the SAC signed and dated by an officer of the company with authority to make a binding commitment and print that officer’s title on the line indicated.
3. Have the company fully complete a copy of the Virginia Employer Information Form on company letterhead each semester.
4. Return the completed SAC packet to
   Lord Fairfax Community College, Business Office
   173 Skirmisher Lane
   Middletown, Virginia 22645

After Lord Fairfax Community College’s Budget and Finance Director approves the contract, a fully executed copy will be returned to you.

When authorizing employees to study under the SAC, a Virginia Employer Information Form on your company’s letterhead must be submitted to Lord Fairfax Community College each semester. The Virginia Employer Information Form, listing all eligible employees and their student IDs, should be submitted no later than the scheduled tuition deadline for the respective semester.

Payment for tuition also needs to be submitted no later than the scheduled tuition deadline for the respective semester. Payment can be made by the employee or the employer.

The contract must be signed as is. We are not permitted to accept any changes.

Thank you for supporting the educational development of your employees at Lord Fairfax Community College.
This Special Arrangement Contract (SAC) is made between Lord Fairfax Community College, hereinafter “College,” located in ________________, 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 Fall 20___ semester and concluding at the end of the Summer 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.

LORD FAIRFAX COMMUNITY COLLEGE       ______________________________
(College)                              (Employer)

By:__________________________________  By:____________________________

Name: Margaret J. Barnett             Name: _________________________
   Budget and Finance Director         Title: __________________________

Date: _______________________________  Date: ___________________________
SPECIAL ARRANGEMENT CONTRACT
VIRGINIA EMPLOYER INFORMATION FORM

Business Name:_______________________________________________________________

Business Address:_____________________________________________________________

Business Telephone:____________________________________________________________

Business Contact:_____________________________________________________________

Federal TIN#:________________________________________________________________

Semester:________________________________

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