

**Memorandum of Agreement between
Ivy Tech Community College
&
Central Nine Career Center**

Ivy Tech Community College, through its **Corporate College Division ("Ivy Tech")**, shall cooperate with Central Nine Career Center in all matters concerning classes and facility use. Classes will be scheduled according to a mutually agreed upon calendar for the school year.

Ivy Tech Responsibilities:

Staffing and Supplies

Ivy Tech will make all arrangements regarding faculty. **Ivy Tech** will provide instructors and staff with normal supplies, such as dry erase markers, photocopies, paper, pens, and transparencies. Photocopying for classes shall be done at **Ivy Tech**.

Students

Ivy Tech will communicate to students all Central Nine Career Center policies, such as parking, non-smoking, and student ID policies. **Ivy Tech** will enforce its student disciplinary process at Central Nine Career Center.

Liability Insurance Coverage

Ivy Tech agrees to maintain at all times liability insurance coverage to pay for any damage to School Corporation property or equipment caused by **Ivy Tech** employees or students. The minimum limits of this coverage will be Two Million Dollars (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) aggregate. **Ivy Tech**, its insurer and the applicable insurance policy shall irrevocably waive all rights of subrogation against Central Nine Career Center. **Ivy Tech** shall provide the School Corporation with verification of the existence and nature of this coverage at the time this agreement is executed and prior to the operation of any classes at Central Nine Career Center.

Marketing

Ivy Tech will assume costs and responsibility for marketing and advertising of classes and programs offered as determined by the college. Central Nine Career Center will place class information in their current catalog and on their website at no charge.

Cancellation of Classes

Ivy Tech may cancel classes due to insufficient enrollment.

Ivy Tech shall maintain the same policy of class cancellation due to inclement weather or emergency situations as Central Nine Career Center. In the event the **Ivy Tech** campus is closed for any reason, **Ivy Tech** reserves the right to cancel class, even if Central Nine campus is open.

Ivy Tech agrees to follow the same spring and fall vacation schedule as the Central Nine Career Center Adult Education (calendar attached).

Facility Use Fee

Class room – Each semester, **Ivy Tech** shall pay Central Nine Career Center, **One Hundred Dollars (\$100) per class session** for which the Precision Machining Lab, computer lab and classroom are used.

The Facility Use fee will be due once the number of class sessions being conducted for each semester is determined and **Ivy Tech** has received an official invoice form Central Nine Career Center.

Central Nine Career Center Responsibilities:

Central Nine Career Center shall provide facilities and available equipment reasonably necessary for courses offered by **Ivy Tech**. Central Nine Career Center shall provide classrooms, and computer laboratories necessary for conducting courses offered by **Ivy Tech** for purposes of this Agreement. Reasonable equipment includes such things as data projectors and whiteboard or chalkboard space, on an as available basis. Central Nine Career Center shall not be responsible for purchasing any specialized equipment or software for delivering the college curriculum. **Ivy Tech** represents that it has inspected the facilities and equipment currently available at Central Nine Career Center and accepts it as adequate and reasonable.

Central Nine Career Center shall provide **Ivy Tech** Staff with a Crisis Management Plan book and a room key that they will check out each evening of their class.

Central Nine Career Center shall provide custodial services, utilities and other building costs for each class session during the fall and spring semester. Each classroom will be cleaned according to the maintenance schedule; however, classrooms may not always be cleaned prior to the start of the classes.

Central Nine Career Center shall work with **Ivy Tech** to make all arrangements for the **Ivy Tech** class to meet for the duration of the planned class. Central Nine Career Center shall notify **Ivy Tech** of cancellation due to weather or emergencies.

Upon receipt of official notification from **Ivy Tech** of courses being conducted for a semester, Central Nine Career Center shall send an official invoice to the **Ivy Tech** business office for the facility use fees due from **Ivy Tech** under this Agreement.

Term:

This Agreement takes effect March , 2016 and the initial term of this Agreement is one (1) year. Following the initial term, **Ivy Tech** and Central Nine Career Center may renew this Agreement for an indefinite number of renewal terms of one (1) year each. This Agreement will automatically renew unless **Ivy Tech** or Central Nine Career Center signs and delivers to the other party a written document that expresses its desire to cancel or change the Agreement not less than sixty (60) days prior to the expiration of the current term. No classes will be conducted at Central Nine Career Center until this agreement has been signed and distributed to all parties signed below along with proof of insurance.

Disputes:

Any disputes relating to the subject matter of this MOU shall be resolved in Johnson County, Indiana Circuit or Superior Court. The prevailing party shall be awarded its reasonable attorney fees and costs incurred in pursuing its claims or defenses.

Anne Brinson

Ivy Tech Community College

Dr. David Edds
Director
Central Nine Career Center

3/7/2016

Date

Date