

**Agreement for Aviation Technology Instructional Services between
CENTRAL NINE CAREER CENTER & VINCENNES UNIVERSITY**

This Aviation Technology Instructional Services Agreement, (“Agreement”) entered into this **10th Day of September, 2020** by and between VINCENNES UNIVERSITY Aviation Technology Center, located at 2175 South Hoffman Rd., Indianapolis, IN 46241 (“University”), and CENTRAL NINE CAREER CENTER, (“Career Center”) located at 1999 U.S. 31 South, Greenwood, IN 46143.

WITNESSETH:

WHEREAS, the Career Center desires to obtain the services of the University and University desires to be retained by the Career Center.

NOW, THEREFORE, in consideration of the agreements contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. TERM: University shall provide Aviation Technology instructional services to Career Center for the school year 2020-2021, beginning on August 6, 2020 and ending on May 23, 2021 (subject to adjustments to the Career Center calendar due to weather or other causes outside Career Center’s control). Career Center shall pay University approved tuition rate per student enrolled for each semester.

2. PROGRAM: The program will be available to high school students from participating high schools in Career Center’s Central Nine Career Programs. Students will attend one of two programs:

AVIATION OPERATIONS: The program will be available to juniors and seniors. Classes will occur three (3) hours per day in either the AM or PM session, Monday through Friday, following the Central Nine school calendar, beginning August 6, 2020, ending the end of May 23, 2021 (for a total 180 days).

Central Nine will furnish a contracted instructor for all (185) teacher days. The Central Nine instructor shall be approved by Vincennes University and will have the required certification and/or a Workplace Specialist License. The Central Nine instructor will provide Aviation Operations instructional services for Career Center. Students will attend classes in two sessions (AM and PM) for a total of 3 hours per day in each session for at least 180 days (540 hours of instruction). The University instructor will be expected to report daily student attendance to the Career Center office and grades for each student at the end of each nine weeks’ grading period, as well as grades to the Vincennes University Aviation Technology Center.

The Career Center will furnish supportive services on a daily basis. These services will include administrative support for discipline problems and other student services for enrolled students. The Career Center will be responsible for purchasing the appropriate teaching supplies as requested by the instructor.

Instructor will be encouraged to attend training meetings that may be scheduled by Vincennes University from time to time. Classroom observations and an annual evaluation will be completed by the Career Center staff. These observations and evaluation will be discussed and shared with the instructor. Any issues that arise will be reported to the Director of Aviation at Vincennes University. The University is responsible for the quality of instructional services and other University staff may visit the Aviation Operations program at the Career Center to observe or assist in the delivery of instructional services. It is desirable that the Aviation Operations instructor be the same person for the duration of this agreement. Notwithstanding the above, Central Nine Career Center may substitute a qualified instructor in the event that such instructor is no longer employed by Central Nine or becomes unavailable to provide instruction due to circumstances beyond Central Nine’s control.

Central Nine will furnish a qualified substitute teacher in the event the scheduled instructor is unavailable to provide instruction. In the case of an emergency absence it may not be possible for Central Nine to provide a substitute teacher. Such qualified individuals shall have the required Certification and/or Workplace Specialist

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licensing. In case of emergency absence, the instructor should notify Michael Quaranta, Assistant Director at (317) 869-9493 (cell) or other person identified in writing by Career Center by 6:00 a.m. on the school day.

The program enrollment will accommodate at least ten (10) students and not more than thirty (30) students. In the event ten (10) students are not enrolled on the Official Count Day, this Agreement shall terminate and have no force or effect, unless mutually agreed on by University and Career Center. The Career Center will provide the reasonable accommodations required under this program, as approved by Central Nine administration, which will include: (a) Aviation technology classroom; (b) daily custodial services; (c) utilities; (d) furniture; (e) computers; (f) equipment; (g) teaching supplies; and (h) textbooks.

Upon successful completion of each semester's program requirements, students will be eligible to receive credit from University for the following courses:

Fall Semester: AFLT 210, AFLT 160, AFLT 258, AMNT 100

Spring Semester: AFLT 100, AMNT 103, AFLT 285

AVIATION MAINTENANCE: The program will be available to juniors and seniors. Students will have to take and pass the accuplacer exam prior to being accepted into the program. (Due to Covid-19 restrictions, for the 2020-2021 school year only, a student's high school transcript can be reviewed in place of the accuplacer requirement.) Classes will occur 6 hours per day over two sections (AM/PM), Monday through Friday, following the Area 31/ Vincennes University calendar, beginning August 6, 2020, ending the end of May 23, 2021. Classes will occur at the University location: Indianapolis International Airport, 2175 S. Hoffman Rd., Indianapolis, IN 46241. Students will provide their own transportation to the University.

University will furnish an approved University instructor with the required certifications. The instructor will provide Aviation Maintenance instructional services for the Career Center. Students will attend classes 3 hours per day to meet FAA time requirements. The University instructor will be expected to report daily student attendance to the Career Center office and grades for each student at the end of each nine weeks' grading period.

The program enrollment will accommodate at least fifteen (15) students and not more than thirty (30) students from the combined career centers. In the event fifteen (15) students are not enrolled on the Official Count Day, this Agreement shall terminate and have no force or effect, unless mutually agreed on by University and Career Center.

The University will provide the reasonable accommodations required under this program, as approved by Central Nine administration, which will include: (a) Aviation technology classroom and lab; (b) daily custodial services; (c) utilities; (d) furniture; (e) computers; (f) equipment; and (g) teaching supplies; and (h) tools).

In addition to tuition, Career Center will pay for textbooks and lab fees. Students will be responsible for other associated fees.

Upon successful completion of each semester's program requirements, students will be eligible to receive credit from University for the following courses:

Fall Semester: AMNT 106, AMNT 102

Spring Semester: AMNT 162, AMNT 166

Subject to meeting all necessary University admissions criteria as determined by University in its sole discretion, upon successful completion of either of the Aviation Technology programs, students may choose to enroll as a postsecondary student at a University campus to complete an Aviation Technology program of study. Transfer credit awards based on a

student's successful completion of Aviation Technology will be evaluated pursuant to University's standard practices, which may change from time-to-time. Students will be responsible for payment of all regular tuition and fees at then-current rates. Neither the Career Center nor the student's home school district shall be liable for any tuition or fees for postsecondary students.

3. INSURANCE: Career Center will maintain appropriate liability insurance, as it does for all instructional programs in School owned buildings. Each party shall be required to give proof of insurance, upon request, to the other party.

4. INDEMNITY/WARRANTIES: Career Center will hold University and its parents and all of their officers, directors, agents and employees harmless from all third party claims, demands, damages, liability and expenses (including reasonable attorneys' fees) (collectively, "Claims") arising out of or in connection with the services performed under this Agreement, provided however that the foregoing indemnity shall not apply to the extent that the applicable Claim was caused by or contributed to by the acts or omissions of School, its agents, or employees.

The University shall give Career Center notice in writing within thirty (30) days after receiving any of these Claims or after it has knowledge of any other damage, loss or expenses incurred by them resulting from or in connection with the services performed under this Agreement. To the extent applicable to Career Center, Career Center's obligation to hold University harmless shall be limited in substance by statutes designed to protect and limit the exposure and liability of Career Center as an instrumentality of the State of Indiana (e.g., actions and conditions as to which Central Nine is immunized by the Indiana Medical Malpractice Act, the Indiana Tort Claims Act, dollar limits stated in such Acts, exemption from punitive damages, and the combined ability to defeat a claim by reason of contributory negligence or fault of the claimant, so that Career Center's liability to hold harmless shall not exceed what might have been its liability to claimant if sued directly by claimant and all appropriate defenses had been raised by Career Center).

University will hold Career Center, its officers, directors, agents and employees harmless from damage, liability and expense (including reasonable attorney fees and expenses) to the extent resulting from the negligent acts or omissions of University, its agents or employees, during and within the scope of employment of such persons.

University shall not be liable for, nor shall Career Center make claim for, consequential, incidental or special damages, to Career Center, students or any third parties arising out of, among other things, the quality of instruction.

Except as expressly stated in this agreement, there are no warranties, conditions, guarantees or representations as to merchantability, fitness for particular purpose or other warranties, whether express or implied in law or in fact, oral or in writing, to the extent permitted by law, University shall not be liable to Career Center for any damages suffered or incurred by Career Center or any third person arising out of any inaccuracies, errors or omissions in the instruction. Career Center hereby acknowledges that Career Center has not relied upon any representations or warranties made by University except as specifically set forth in this agreement.

Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes (which events and/or circumstances are hereinafter referred to as "Force Majeure"), to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy; provided that the parties stipulate that Force Majeure shall include the novel coronavirus Covid-19 pandemic which is ongoing as of the date of the execution of this agreement.

5. NO WAIVER: The failure to enforce at any time any of the provisions of this Agreement or to require at any time performance by the other party or any of the provisions hereof shall in no way construed to be a waiver of such provisions or to affect the validity of this Agreement, or any part thereof, or the right of either party thereafter to enforce each and every such provision in accordance with the terms of this Agreement.

6. BINDING EFFECT: This agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective legal representatives, trustees, receivers, successors and permitted assigns.

7. ENTIRE AGREEMENT: This Agreement contains the entire agreement between the parties with respect to the Aviation Technology instructional services provided to Career Center by University and supersedes any and all prior understandings, agreements or correspondence between the parties. It may not be amended or extended in any respect except by writing signed by both parties hereto.

8. GOVERNING LAW: This Agreement shall be governed by and interpreted in accordance with, the laws of the State of Indiana.

9. ASSIGNMENT: Neither this Agreement nor any right, remedy, obligation or liability arising hereunder or by reason hereof may be assigned or delegated by the Career Center without the prior written consent of University. Neither the Agreement nor any right, remedy, obligation or liability arising hereunder or by reason hereof may be assigned or delegated by the University without the prior written consent of Career Center, except that University may assign this Agreement in whole or in part to an affiliated entity that, at the time of the assignment, controls or is under common control with University.

10. COUNTERPARTS: This Agreement may be executed in several counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. The parties stipulate that a fax signature or PDF document reflecting the parties' signatures shall have the same effect as an original signed document.

11. SEVERABILITY: In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

12. NOTICE: Any notice required hereunder shall be deemed properly given if deposited in the U.S. Mail, certified and return receipt requested, as follows;

University: Michael Gehrich, Director
 Aviation Technology Center
 Vincennes University - Purdue University
 2175 South Hoffman Road
 Indianapolis, IN 46241

Career Center: William Kovach, Director
 Central Nine Career Center
 1999 U.S. 31 South
 Greenwood, IN 46143

14. INDEPENDENT CONTRACTORS. University is an independent contractor for all purposes, and Career Center has no express or implied authority to bind University by contract or otherwise. Neither Career Center nor its employees, agents or subcontractors are agents or employees of University.

IN WITNESS WHEREOF, this Agreement is executed effective as of the date first set forth above.

CAREER CENTER

**By: William Kovach, Director
Central Nine Career Center**

UNIVERSITY

**By: Michael Gehrich, Director
Vincennes Aviation Technology Center**