

Memorandum of Understanding
Between
Vincennes University and
Central Nine Career Center

The purpose of this agreement is to set forth the terms and conditions of an agreement between Vincennes University and Central Nine Career Center (hereafter referred to as Partnering Career Center) to provide an early college program at the career center. Working together to prepare students to pursue higher education experiences, the partnership strives to provide students the opportunity to take dual enrollment coursework that leads to a certificate of graduation or an associate degree while achieving a high school diploma.

Each party agrees to the following:

- I. Administrative Responsibilities:
 - A. The Partnering Career Center will:
 1. Provide a facility for the early college program.
 2. Advertise and register students for the early college program.
 3. Identify appropriate center programs for development into early college programs that lead to a CG or ASCT.
 4. Provide administrative, teaching, and support personnel for the early college program.
 5. Provide the opportunity for students to visit the Vincennes University Campus in Vincennes, Indiana.
 6. Provide new textbooks for Vincennes University dual enrollment courses according to the Partnering Career Center's adoption cycle. Vincennes University Campus faculty will determine required textbooks.
 7. Provide supervision for students during Vincennes University adjunct faculty absences if applicable.
 8. Assist in promoting summer campus and /or online courses for students to complete credentials.
 - B. Vincennes University will:
 1. Provide Vincennes University dual-enrollment courses in designated early college programs.
 2. Review and certify high school faculty for teaching dual enrollment courses.
 3. Provide part-time adjunct faculty to teach dual enrollment courses in which there is not a need for a full-time high school dual enrollment faculty member.
 4. Assign a Vincennes University administrator to supervise the early college program.
 5. Assign an English and Mathematics tutor for programs offering ENGL 101 and MATH 102.
 6. Honor the textbook adoption cycle of the Partnering Career Center.
 7. Provide connections to the VU Learning Resources Center Databases.
 8. Provide ongoing mentoring for all high school faculty teaching dual enrollment courses.
 9. Offer summer campus and/or online courses to assist students in completing credentials.

10. Ensure that Vincennes University personnel complete background checks as required by the partnering site.

C. Final Authority

1. Vincennes University has final authority over the higher education portion of the early college program.
2. The Partnering Career Center has final authority over the high school portion of the early college program.
3. Vincennes University has final authority over any disciplinary decisions regarding enrollment in college courses and awarding university credit to students in the early college program.
4. Vincennes University and the Partnering Career Center will jointly form an oversight committee for the early college program to review all matters of concern. All recommendations related to the early college program shall be referred to the Partnering Career Center designee and the provost of Vincennes University.
5. No third entity is created by this Agreement, and each party to this Agreement will retain independent responsibility for its participation in the early college program nor shall this Agreement create or be intended to create a joint enterprise for purposes of legal liability.
6. Except as specifically provided for in this Agreement, the parties assume no responsibility for the contractual obligations and errors or omissions of the other.

II. Faculty Employment

- A. Vincennes University reserves control of the higher education portion of the curriculum and the approval or assignment of faculty to teach that curriculum.
- B. The Partnering Career Center reserves control of the high school portion of the curriculum and the assignment of faculty to teach that curriculum.
- C. Vincennes University will conduct assessment of course outcomes in all dual enrollment courses as needed.
- D. Vincennes University is not responsible for supplying substitute instructors for the absences of assigned Vincennes University adjunct faculty.
- E. The Partnering Career Center will allow faculty teaching dual enrollment courses to participate in Vincennes University professional development activities as required for accreditation. Vincennes University will provide alternate modalities of professional development to accommodate school schedules.
- F. Vincennes University faculty, staff, and administrators will be provided with parking permits at the Partnering Career Center.

- III. Orientation/Professional Development/Site Visits:
 - A. All new faculty will be required to participate in a required orientation session with an assigned faculty liaison prior to teaching dual enrollment courses.
 - B. Current faculty approved to teach a new course will be required to participate in a required orientation session for the new course with a designated faculty liaison.
 - C. All faculty teaching dual enrollment courses will be required to participate in professional development as determined by Vincennes University. Vincennes University will provide alternate modalities of professional development to accommodate school schedules.

- IV. Student Admission
 - A. Students must meet Accuplacer placement requirements prior to enrollment in Vincennes University dual enrollment courses if applicable.
 - B. The cost of the Accuplacer placement exam for early college students will be borne by Vincennes University. Vincennes University is not responsible for the administration of Accuplacer associated with House Enrolled Act 1005.
 - C. Where mutually agreed upon by the Partnering Career Center and Vincennes University, students may enroll in VU developmental courses or in My Foundation remedial instruction.
 - D. All students will be charged \$25 to enroll in My Foundation remedial instruction if utilized. This fee is subject to change.
 - E. Students will be subject to the academic and conduct standards of Vincennes University when enrolled in Vincennes University courses and at all times shall simultaneously remain subject to the academic and conduct standards of the Partnering Career Center.

- V. Student Registration and Student Records
 - A. Vincennes University and the Partnering Career Center will each maintain separate academic records necessary for their purposes for all dual enrollment coursework.
 - B. The Partnering Career Center agrees to adhere to Vincennes University admission and registration guidelines.
 - C. The Partnering Career Center agrees to supply Vincennes University with student Social Security Numbers for the purpose of registration.

- VI. Student Fees
 - A. Tuition for designated courses listed on an early college career and technical education (CTE) program of study will be waived for students if the course is taught by a credentialed instructor employed by the Partnering Career Center. This waiver is subject to change and notice of any change will be given prior to the beginning of the following academic year.
 - B. Tuition for all other dual enrollment courses that are taught by credentialed instructors employed by the Partnering Career Center will be \$25 per credit hour. This tuition will be waived for students who qualify for the national free/reduced lunch program. A documented list of students qualifying for the free/reduced lunch waived tuition must be submitted to the Vincennes University Early College representative upon request.
 - C. Tuition for distance education courses is \$75 per credit for all early college students, free/reduced lunch waivers do not apply.
 - D. Tuition for courses taught by a Vincennes University employed adjunct is \$75 per credit for all students; free/reduced lunch waivers do not apply.

- E. Full tuition rate will be charged for courses taught on any Vincennes University campus.
 - F. Vincennes University may temporarily lower tuition rates through grants or scholarships for early college students as determined by the university.
- VII. Fee Collection
- A. The Partnering Career Center will collect the student per credit hour fees and deposits each semester.
 - B. Vincennes University will send a tuition bill to the Partnering Career Center on October 15 for the fall semester, March 15 for the spring semester, and July 15 for summer semester.
- X. Student Financial Aid
- A. Dual enrollment students are not eligible for Student Financial Aid through Vincennes University, but may pursue financial assistance independently.
 - B. Vincennes University will answer general questions about financial aid or connect with appropriate financial aid personnel.
- XI. Graduation
- A. Upon meeting the associate degree or certificate of graduation requirements, students are eligible to participate in a Vincennes University graduation ceremony.
 - B. Upon meeting the associate degree or certificate of graduation requirements, students are eligible to receive recognition by the Partnering Career Center.
- XII. Costs
- A. The early college program will be costed in accordance with the following:
 1. Laboratory fees for dual enrollment courses will be collected by the partner that provides the laboratory.
 2. Salaries and benefits of employees will be paid by the partner who has hired the employee.
 3. The Partnering Career Center will provide the materials, supplies, equipment, and maintenance contracts required to conduct mutually agreed upon Vincennes University courses.
 4. The Partnering Career Center will provide all of the necessary office supplies.
 5. The Partnering Career Center will provide necessary phone, computer, printer, and technology supplies for Vincennes University administrative uses at the center according to the Partnering Career Center's technology standards.
 6. All Vincennes University employees at the University in a Partnering Career Center will be connected to the Vincennes University network at the expense of Vincennes University.
 - B. Each institution will pay the other within thirty (30) days of receiving finalized semester invoices.
- XIII. Equipment
- A. Vincennes University will provide a list of equipment needed for the early college program at the Partnering Career Center.
 - B. Vincennes University will provide start-up equipment needed for the first year of the CTE Program of study implemented at Career Center for courses designated by DWD as high wage/high demand.

- C. Vincennes University will retain title to any equipment purchased by Vincennes University purchased for the early college program. The Partnering Career Center will retain title to any equipment it purchases for the early college program.
- XV. Appointments
- A. Partnering Career Center faculty teaching in the dual enrollment program will continue to receive the pay and benefits of faculty of the career center.
 - B. Partnering Career Center faculty teaching in the dual enrollment program will be provided the same privileges afforded to Vincennes University faculty with regards to website access, support materials and professional development activities.
- XVII. Insurance
- A. The Partnering Career Center will certify to Vincennes University that it carries appropriate liability insurance covering the facility and the high school portion of the early college program.
 - B. Vincennes University will certify to the Partnering Career Center that it carries appropriate insurance covering the university portion of the early college program.
- XVIII. Indemnification
- A. The Partnering Career Center agrees to hold Vincennes University harmless from any claims arising out of the negligence of Vincennes University employees.
 - B. Vincennes University agrees to hold the Partnering Career Center harmless from any claims arising out of negligence of Partnering Career Center employees.
- XIX. Terms of Agreement
- A. This Agreement shall be effective June 1st, 2021 through June 1st 2025 unless terminated as specified below.
 - B. Both involved parties may amend this Agreement by a written amendment ratified by both parties making specific reference to the term of this Agreement to be amended.
- XX. Termination
- A. This Agreement or any part thereof may be terminated in whole or in part by either party providing the other gives twelve (12) months prior written notice of its intent to terminate.
 - B. Either party may terminate this Agreement upon thirty (30) days' written notice in event of an uncured material breach of this agreement.
 - C. It is the intent of Vincennes University and the Partnering Career Center that all students enrolled in the early college program at the time of termination be permitted to complete requirements for graduation subject to the terms and conditions of this basic Agreement and the availability of funding.
- XXI. Equal Opportunity in Employment and Education
- A. Vincennes University and the Partnering Career Center each affirm their commitment to equal education and employment opportunity in the operation of the University in a Career Center High School program. No person will be denied participation in whole or in part based upon a criterion that is contrary to Indiana or federal law.

In witness whereof, Vincennes University and Central Nine Career Center each by their authorized officer, have executed this Agreement this ____ day of _____, 2021.

Vincennes University

Central Nine Career Center

Dr. Charles Johnson, President

Joe Hubbard, President,
Central Nine Career Center Governing Board