

Vincennes University
Statement of Work
In Partnership With
Central Nine Career Center

The Statement of Work ("SOW") is entered into by and between Central Nine Career Center ("CNCC") and Vincennes University ("University") and is governed by the Joint Services Contract effective **June 17, 2024**. In consideration of the mutual understandings and covenants set forth herein, the parties agree as follows:

- I. **Purpose:** The purpose of this agreement is to set out the terms and conditions of an agreement between CNCC and University. The purpose of this offering is to provide a higher education experience for students at Central Nine Career Center ("High School").
- II. **Products, Goods & Services:** During the term, University agrees to use proficient personnel and provide the following products, goods and services:
 - A. Project EXCEL Dual Credit program with CNCC
- III. **Administrative Responsibilities:**
 - A. High School will:
 1. Provide a facility and adequate access to the facility for the University employees.
 2. Advertise and register students for the program.
 3. Provide administrative, teaching, and support personnel for the University.
 4. Provide the opportunity for students to visit the University campus in Vincennes, Indiana.
 5. Provide, order, obtain and inventory new textbooks and required course access materials for University courses according to the High School's adoption cycle. University faculty will determine required textbooks. Provide supervision for students during University adjunct faculty absences if applicable.
 6. Assist in promoting VU summer campus and/or online courses for students to complete credentials.
 7. Provide timely communications to designated University personnel regarding emergencies, closures, or other incidents that involve or affect the Project EXCEL site or students. High School will also include relevant University employees on school/district/site wide email distribution lists.
 8. Accommodations are approved by the Director of Diverse Abilities and Accommodations at VU and implemented by the high school when the courses are taught by the high school instructor.

B. University will:

1. Provide Project EXCEL Dual Credit courses in the High School.
2. Accommodations are approved by the Director of Diverse Abilities and Accommodations at VU and implemented by the university personnel when courses are taught on a VU campus or online.
3. Review and certify High School faculty for teaching Project EXCEL Dual Credit courses.
4. Make reasonable efforts to provide part-time adjunct faculty to teach Project EXCEL Dual Credit courses on an as-needed basis and as credentialed staff are available. These efforts do not relieve High School from obligations under A (3) above.
5. Assign a University administrator to supervise the program.
6. Assign an English and Mathematics Learning Coach for programs offering ENGL 101 and MATH 102 and/or MATH 103.
7. Honor the textbook adoption cycle of the High School.
8. Provide ongoing connections to the University Learning Resources Center Databases.
9. Provide ongoing mentoring for all High School faculty teaching Project EXCEL Dual Credit courses.
10. Offer summer campus and/or online courses on an as needed basis to the High School's students.
11. Complete background checks as required by the partnering High School.

IV. Faculty Employment:

- A. University reserves the right to control the higher education portion of the curriculum and the approval or assignment of faculty to teach that curriculum.
- B. High School reserves control of the high school portion of the curriculum and the assignment of faculty to teach the curriculum.
- C. University will conduct assessment of course outcomes in all courses as needed.
- D. University will not be responsible for supplying substitute instructors for the absences of assigned University adjunct faculty.
- E. High School will notify University when it is known that a faculty member will be out on a long-term leave and High School will make every effort to find replacement faculty of at least the same credential level as to ensure no disruption in the delivery of course work and credit.
- F. The High School will allow faculty teaching Project EXCEL Dual Credit courses to participate in University professional development activities.
- G. University faculty, staff, and administrators will be provided parking permits at the High School and any affiliated High School sites.

V. Orientation/ Professional Development

- A. All new High School faculty will be required to participate in an orientation session with an assigned faculty liaison prior to teaching Project EXCEL Dual Credit courses.
- B. Current High School 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 High School faculty teaching Project EXCEL Dual Credit courses will be required to participate in professional development as determined by the University.

VI. Student Registration and Student Records

- A. University and High School will each maintain separate academic records necessary for their purposes for all Project EXCEL Dual Credit coursework.
- B. The High School agrees to adhere to University admission and registration guidelines.
- C. Where feasible, and upon request from University, High School will allow access to records, software, or communicate requested information related to attendance, grades, and other student information in furtherance of this partnership.

VII. Student Fees and Fee Collection

- A. Tuition for dual credit courses, taught in the high school by the credentialed high school teacher, will be \$25 per credit hour.
- B. Tuition for dual credit courses, taught in the high school by the credentialed high school teacher, will be waived for students who qualify for the national free/reduced lunch program. A documented list of students that are eligible for financial assistance must be submitted to the Vincennes University Project EXCEL representative no later than September 1.
- C. Tuition for Project EXCEL distance education courses is \$100 per credit for all students, including those eligible for free and reduced lunch.
- D. Tuition for courses taught by a Vincennes University adjunct teaching at the high school who is paid by VU is \$100 per credit hour for all students, including those eligible for free and reduced lunch.
- E. The current Vincennes University full tuition fee will be charged for courses taught on any Vincennes University campus, i.e. ATC, ASL.
- F. SKSC will be responsible for collecting the student per credit hour fees and remit payment to Vincennes University by the designated deadline.
- G. *Vincennes University will send a total student tuition bill to SKSC via third party billing on October 15 for the fall semester, March 15 for the spring semester, and July 15 for the summer semesters. Payments are rendered 45 days from receipt of the bill.*

VIII. Student Financial Aid

- A. High School students taking Project EXCEL Dual Credit courses are not eligible for Student Financial Aid through University, but may pursue financial assistance independently.
- B. University will answer general questions about financial aid or connect with appropriate financial aid personnel.

IX. Costs

- A. The University program will be costed in accordance with the following:
 - 1. Laboratory fees for University 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 High School will provide the materials, supplies, equipment, and maintenance contracts required to conduct mutually agreed upon University courses.
 - 4. The High School will provide all of the necessary office supplies.
 - 5. The High School will provide all necessary phone, computer, printer, and technology supplies for University administrative uses at the High School.
 - 6. All University employees at the University in a High School will be connected to the University network at the expense of the University.

X. Equipment

- A. University will provide a list of equipment needed for the program at the High School. University will retain title to any equipment purchased by University purchased for the program. The High School will retain title to any equipment it purchases for the program. Owner of equipment will make every effort to keep equipment operating properly, safely and adhere to the recommended maintenance schedule.
- B. High School shall be responsible for any structural and infrastructure changes required to accommodate equipment, including but not limited to; electrical, HVAC, plumbing, safety markings and signage, and others as necessitated by equipment.
- C. Equipment purchased for the Project EXCEL Dual Credit program is to be only used for delivery of programming and education included within this SOW and strictly limited to students enrolled in the program.
- D. High School assumes responsibility for general wear and tear upkeep and maintenance on all equipment. The owner of equipment as established in section A shall be responsible for major repairs, replacement of parts not related to general use and wear, significant scheduled maintenance or updates beyond general use and wear, and end of life part replacement. Parties shall communicate regularly to ensure equipment is properly maintained and will both be responsible for an annual inventory of equipment.

XI. Appointments

- A. High School faculty teaching Project EXCEL Dual Credit will continue to receive the pay and benefits of faculty of the High School.

- B. High School faculty teaching Project EXCEL Dual Credit will be provided the same privileges afforded to University faculty with regards to website access, support materials and professional development activities.

XII. Insurance

- A. The High School will certify to University that it carries appropriate liability insurance covering the facility and the High School portion of Project EXCEL Dual Credit.
- B. University will certify to the High School that it carries appropriate insurance covering the University portion of Project EXCEL Dual Credit.

XIII. Indemnification

- A. The High School agrees to hold University harmless from any claims arising out of the negligence of University employees.
- B. University agrees to hold the High School harmless from any claims arising out of the negligence of High School employees.

XIV. Terms of Agreement

- A. This SOW shall be effective upon signatures of both parties and subject to renewal every three (3) years thereafter.
- B. Both University and High School may amend this SOW by an amendment ratified by both parties making specific reference to the term of this SOW to be amended.

XV. Termination

- A. This SOW 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. It is the intent of University and High School that all students enrolled in the Project EXCEL Dual Credit Program at the time of termination be permitted to complete requirements for graduation subject to the terms and conditions of this SOW and the availability of funding.

XVI. Equal Opportunity in Employment and Education

- A. University and High School each affirm their commitment to equal education and employment opportunity in the operation of the University in the High School. No person will be denied participation in whole or in part based upon a criterion that is contrary to Indiana and federal law.

In witness whereof, Vincennes University and Central Nine Career Center each by their authorized officer, have executed this SOW this 17th day of June, 2024.

Central Nine Career Center

Vincennes University

Signature

Signature

Print Name and Title

Print Name and Title

JOINT PROGRAM SERVICES AGREEMENT

This Joint Program Services Agreement ("Agreement"), is entered as of the (7) day of June (2024), ("Effective Date") into by and between Central Nine Career Center ("School") and Vincennes University, ("University"), and is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. **Duties of School and University.** The School and University shall provide the labor, space, resources, technology, equipment, materials, supplies, goods, products, and services relative to this agreement as outlined in the attached Statement of Work ("SOW"). The School shall provide physical access and adequate workspace to employees or subcontractors of University.
2. **Consideration.** The University will be paid at the rate shown in the SOW for performing the duties set forth in the SOW. Total remuneration under this agreement shall not exceed the amount shown in the SOW or amount approved by the School's board. School is exempt from federal, state, and local taxes and will not be responsible for any taxes levied on University as a result of this agreement. No expenses for travel will be reimbursed unless specifically authorized by a SOW.
3. **Term.** This agreement shall be effective for a period of four (4) years. It shall commence on the Effective Date and shall remain in effect for forty-eight (48) months following the Effective Date. This agreement may be renewed under the same terms and conditions, subject to the approval of each party's governing body. The term of the renewed agreement may not be longer than the term of the original agreement.
4. **Access to Records.** The University, School, and their subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all services performed and costs incurred under this agreement. They shall make such materials available at their respective offices at all reasonable times during this agreement, and for four (4) years from the termination date of this agreement, for inspection by the other party or its authorized designees. Copies shall be furnished at cost to the requesting party. Each party acknowledges it may be required to submit to an audit of any funds paid through this agreement. Any such audit shall be conducted in accordance with Indiana law, and audit guidelines specified by the Indiana State Board of Accounts.
5. **Software Access.** The University and School shall work together to ensure minimal firewall and access issues for both employees and students. Parties will work collaboratively to ensure reasonable access between their respective software as needed in the furtherance of this agreement.
6. **Assignment; Successors.** Each party binds its successors and assignees to all the terms and conditions of this agreement. Neither party shall assign nor subcontract the whole or any part of this agreement without the other party's prior written consent.

7. **Authority to Bind.** The signatory for each party represents he/she has been duly authorized to execute this agreement on behalf of that party and has obtained all necessary or applicable resolutions, appropriation, allocations, permissions and approvals to make this agreement fully binding upon that party when his/her signature is affixed.
8. **Compliance with Laws.** Each party shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. Each party represents and warrants the personnel it assigns to work under this agreement will have no current, pending or outstanding criminal, civil, or enforcement actions initiated by any governmental entity, and agrees it will immediately notify the other party of any such actions. Each party warrants that it and its subcontractors, if any, shall obtain and maintain all required permissions, permits, licenses, registrations, accreditations, certifications, and approvals, and shall comply with all employment, labor, EEOC, E-verify, education, health, safety, and environmental statutes, rules, or regulations in the performance of work activities under this agreement. Each party certifies by entering into this agreement, neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this agreement by any federal agency or by any department, agency or political subdivision within the United States. Each party hereby covenants and agrees to make adequate background checks on personnel who will be present on the other party's property, and to make a good faith effort to provide and maintain a tobacco, alcohol, and drug-free workplace while on the other party's property.
9. **Confidentiality of Information.** Each party understands and agrees that data, materials, and information disclosed to the other party may contain protected health information, nonpublic personal information, personally identifiable information, personnel records, student records, education records, and other confidential and protected information. Each party covenants that such data, material, and information gathered, based upon or disclosed to that party for the purpose of this agreement, will not be disclosed to or discussed with third parties without the prior written consent of the owner, and then only as allowed under laws applicable to the data. Each party and any principles of any subcontractors certify compliance with the requirements of Ind. Code § 5-22-3-7.
10. **Disputes.** Should any disputes arise with respect to this agreement, each party agrees to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes. Each party agrees, the existence of a dispute notwithstanding, it will continue without delay to carry out its responsibilities under this agreement not affected by the dispute. Should the party fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the other party as a result of such failure to proceed shall be borne by the defaulting party.
11. **Force Majeure.** In the event that either party is temporarily unable to perform any of its obligations under this agreement or to enjoy any of its benefits because of pandemic, epidemic, inclement weather, act of God, act of nature, natural disaster or decrees of governmental bodies not the fault of the affected party ("Force Majeure Event"), the

party who has been so affected shall immediately or as soon as is reasonably possible under the circumstances give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this agreement shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this agreement.

12. **Governing Law.** This agreement shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Legal proceedings, if any, must be brought in the county where the School has its administrative office.
13. **Independent Contractor; Workers' Compensation Insurance.** The University is performing as an independent entity under this agreement. No part of this agreement shall be construed to represent the creation of an employment, agency, partnership, affiliation, association, or joint venture agreement between the parties. The University shall provide all necessary unemployment and workers' compensation insurance for University's employees who are present on School's property.
14. **Insurance.** Each party shall secure and keep in force during the term of this agreement adequate insurance coverages covering that party for any and all claims of any nature which may in any manner arise out of or result from its performance under this agreement including the following:
 - A. Commercial general liability, including contractual coverage, and products or completed operations coverage, with minimum liability limits not less than \$700,000 per person and \$5,000,000 per occurrence; Errors and Omissions liability with minimum liability limits of \$1,000,000 per claim and in the aggregate
 - B. Cyber Liability addressing risks associated with electronic transmissions, the internet, networks and informational assets, and having limits of no less than \$700,000 per occurrence and \$5,000,000 in the aggregate.
15. **Merger & Modification.** This agreement constitutes the entire agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this agreement will be valid provisions of this agreement. This agreement may not be modified, supplemented, or amended, except by written agreement signed by all necessary parties.
16. **Equipment.** University will provide a list of equipment needed for the School to deliver agreed upon programs. University will retain title to any equipment purchased by University for delivery of the program. The School will retain title to any equipment they purchase for delivery of the program. Equipment purchased for joint programs are to be used for University purposes only and use is strictly limited to students enrolled in the joint program. Specific maintenance and installation provisions are agreed upon in the attached SOW and are dependent upon the type of programming delivered. Both parties agree to an annual inventory of equipment.

17. **Nondiscrimination.** Pursuant to the Indiana Civil Rights Law, the federal Civil Rights Act of 1964, ADEA, and ADA, each party covenants that it shall not discriminate against any employee or applicant for employment relating to this agreement with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Each party certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.
18. **Notice to Parties.** Whenever any notice, statement or other communication is required under this agreement, it will be sent by E-mail and then first-class U.S. mail service to the following addresses, unless otherwise specifically advised.
- A. Notices to School shall be sent to: Office of the Superintendent, 6141 S. Franklin Rd. Indianapolis, IN 46259
 - B. Notices to the University shall be sent to: Office of Government and Legal Affairs, Vincennes University, 1002 N First St. Vincennes, IN 47951
18. **Ownership of Documents and Materials.** All documents, records, programs, applications, data, algorithms, film, tape, articles, memoranda, and other materials ("Materials") not developed or licensed by the University prior to execution of this agreement, but specifically developed under this agreement, shall not be considered "work for hire" However, the University grants School a non-exclusive, non-cancelable, perpetual, worldwide, royalty-free license to use the Materials and to use, modify, copy and create derivative works of the Materials.
19. **Payments.** All payments owed under a SOW shall be made thirty-five (35) days in arrears. No payments shall be made in advance of receipt of the goods or services that are the subject of this agreement. If the University is being paid in advance for the maintenance of equipment, software, or a service as a subscription, then the University agrees to fully provide or perform under this agreement if it fails. Upon receipt of written notice from School, University shall promptly refund the consideration paid, prorated through the date of non-performance. Each party will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as permitted by Indiana law.
20. **Severability.** The invalidity of any section, subsection, clause or provision of this agreement shall not affect the validity of the remaining sections, subsections, clauses or provisions of this agreement.
21. **Substantial Performance.** This agreement shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any written amendments or supplements.

22. **Termination for Convenience.** This agreement may be terminated, in whole or in part, by a party when, for whatever reason, that party determines that such termination is in its best interest. Termination of services shall be affected by delivery to the other party of a Termination Notice at least ninety (90) days prior to the end of the current school year, specifying the extent to which performance of services under such termination becomes effective no earlier than the date current enrolled students can finish current courses. The University shall be compensated for services properly rendered prior to the effective date of termination.
23. **Termination for Default.** With the provision of thirty (30) days' notice, a party may terminate this agreement in whole or in part if the other party fails to do one of the following:
- A. Correct or cure any breach of this agreement; the time to correct or cure the breach may be extended beyond thirty (30) days if the non-defaulting party determines progress is being made and the extension is agreed to by the parties;
 - B. Deliver the labor, space, resources, technology, equipment, materials, supplies, goods, or products, or perform the services within the time specified in this agreement or any extension;
 - C. Make progress so as to endanger performance of this agreement; or
 - D. Perform any of the other provisions of this agreement.

If a party terminates this agreement in whole or in part, it may acquire, under the terms and in the manner that party considers appropriate, supplies or services similar to those terminated, but the other party will not be liable for any excess costs for supplies or services incurred by the terminating party.

24. **Waiver of Rights.** No right conferred on either party under this agreement shall be deemed waived, and no breach of this agreement excused, unless such waiver is in writing and signed by the party claimed to have waived such right. Neither a party's review, approval or acceptance of, nor payment for, the services required under this agreement shall be construed to operate as a waiver of any rights under this agreement or of any cause of action arising out of the performance of this agreement.
25. **Work Standards.** Each party shall execute its responsibilities by following and applying at all times the highest professional, industry, educational, and technical guidelines and standards. If a party becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this agreement, that party may request a review of the individual's work performance. A written notice must be given to the other party and individual, and both parties must work together in good faith towards an outcome.
26. **Non-Collusion and Acceptance.** The undersigned attests, subject to the penalties for perjury, the undersigned is the properly authorized representative, agent, member or officer of the party it represents. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the that party, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this agreement other than that which appears upon the face hereof.

In Witness Whereof, the University and School have, through their duly authorized representatives, entered into this agreement. The parties, having read and understood the foregoing terms of this agreement, do by their respective signatures dated below agree to the terms thereof.

Central Nine Career Center

Vincennes University

Signature

Signature

Print Name and Title

Print Name and Title

Date

Date