

AGREEMENT FOR CONTRACTED EDUCATION

Between

LAREDO COMMUNITY COLLEGE

And

DEL MAR COLLEGE

PURPOSE

This Memorandum of Understanding outlines the partnership of *Laredo Community College (LCC)* and *Del Mar College (DMC)*, 101 Baldwin Boulevard, Corpus Christi, Texas, 78404-3897, through which these institutions will combine their respective resources and expertise in providing Geographic Information Systems (*GIS*) instruction for the benefit of Laredo and *LCC*'s service area.

LCC and *DMC* will jointly provide instruction and curricula to support this initiative. *DMC* will provide the technical/vocational curriculum, and *LCC* will instruct those courses. *LCC*'s instructional delivery method will be through Continuing Education and through AAS program curricula. *LCC* and *DMC* will deliver all programs and courses in accordance with the requirements of the Texas Higher Education Coordinating Board, the Southern Association of Colleges and Schools, and other applicable accrediting or licensing agencies or boards. *DMC* faculty will work in concert with the appropriate *DMC* Advisory Committees regarding the technical/vocational components of the curriculum.

This Memorandum of Understanding will go into effect when signed by the appropriate representatives of both *LCC* and *DMC* and will continue for one year after that date. It may be amended at any time as agreed upon by both parties and may be cancelled by either institution with six months written notice.

I. DMC Responsibilities –

***DMC* will perform the following:**

- A. Provide instructional material in accordance with the curriculum.
- B. In conjunction with *LCC*, develop an advertising and marketing campaign in an effort to enroll prospective students. *LCC* and *DMC* will promote this initiative through multiple marketing venues which may include but are not limited to: catalog, website, radio ad, press release, newspaper, newsletter, fliers, posters, banner and social media.
- C. Provide access to course curriculum materials. Students may keep all instructional materials. *DMC* will be responsible for all virtual curriculum servers and access to Esri ArcGIS 10.1 software during the duration of this agreement.
- D. *LCC* will hire the adjunct instructor(s) for the program who shall become an employee of *DMC*. *LCC* and *DMC* will be responsible for ensuring that faculty meets the requirements of the Texas Higher Education Coordinating Board, the Southern Association of Colleges and Schools, and other applicable accrediting or licensing agencies or boards.
- E. Staff and faculty hired under this initiative will be under contract directly with *DMC* to perform their tasks and duties for the period specified in their *DMC* employment contract.

II. *LCC* Responsibilities –

LCC will perform the following:

- A. Provide available classroom and program dates to offer GIS courses utilizing *DMC*'s curriculum. *LCC* is responsible for maintaining these facilities and all utilities associated with them.
- B. Provide audiovisual equipment as needed such as a VCR, TV, Overhead, Blackboard, Screen, etc.
- C. *LCC* agrees to market, promote and advertise the courses to the community by including course descriptions and scheduled program dates in *LCC*'s Continuing Education course schedule and web site at no cost to *DMC*.
- D. *LCC* will register students and collect course tuition.
- E. *LCC* will be responsible for capturing and safe storing of student demographic data required under the **DOL TAACCCT** guidelines and maintaining student records with its policies and procedures. *LCC* will provide *DMC* with student demographic and academic performance data on a quarterly basis in order to document the impact of the **DOL TAACCCT**-funded efforts. *LCC* and *DMC* will provide appropriate disclosure to students, that demographic data will be conveyed to *DMC* for reporting purposes as required by the **DOL TAACCCT** grant. *LCC* is responsible for collecting and proper storage of student demographic information required by the **DOL TAACCCT** guidelines and transmitting this information to *DMC* in the required timely manner.
- F. When applicable, *LCC* will accept delivery of all student / program textbooks, materials and supplies mailed / shipped directly from *DMC* or its publishers to *LCC*, and insure the materials are delivered to the designated classroom prior to the class start date.
- G. *LCC* acknowledges that course materials and training methodology are the intellectual property of *DMC* and may not be used without the consent of *DMC*.
- H. Respond to prospective student information calls.
- I. Instructors: As part of the vendor services hereunder, *DMC* will collaborate with *LCC* to recruit, interview, recommend for hiring, and train the selected instructors for the courses; provided, however that 1) *LCC* and *DMC* shall mutually agree on the instructor hiring decisions, 2) such instructors shall be hired as employees of *DMC* and shall be required to complete all hiring applications and related forms of *DMC*, and 3) *DMC* shall be responsible for the payment of all wages and benefits to such instructor(s) in compliance with all applicable federal and state laws and regulations, and including without limitation state unemployment compensation and workers' compensation and all federal, state and local taxes or contributions including unemployment, Social Security and income taxes with respect to such instructors (collectively, "Instructor Compensation"). *LCC* shall have ultimate supervisory authority to direct and control program instructors. Notwithstanding the foregoing, *DMC* shall have the right to reasonably require *LCC* to terminate and replace any instructor that *DMC* determines is not satisfactorily delivering the course curricula. If

an instructor is ill and a co-instructor is not available, the course intended duration time will be extended.

III. General Terms and Conditions -

A. Independent Contractor –

DMC recognizes that it is engaged as an independent Contractor and acknowledges that other than stated above, *LCC* will have no responsibility to provide fringe benefits normally associated with employee status. *DMC*, in accordance with its status as an independent contractor, covenants and agrees that it shall conduct itself consistent with such status, that it will neither hold itself out as nor claim to be an officer, partner, employee or agent of *LCC* by reason hereof, and that it will not by reason hereof make any claim, demand or application to or for any right or privilege applicable to an officer, partner, employee or agent of *LCC*.

B. Non-Assignment –

This Agreement is a personal service contract for the services of *DMC* and *DMC*'s interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party.

C. Entire Agreement –

This Agreement supersedes all prior agreements, written or oral, between *DMC* and *LCC* and shall constitute the entire Agreement and understanding between the parties with respect to the subject matter hereof unless otherwise agreed upon in writing by *DMC* and *LCC*. This Agreement and each of its provisions shall be binding upon the parties and may not be waived, modified, amended or altered except in writing and signed by *LCC* and *DMC*.

D. Governing Law –

This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by the laws of the State of Texas.

E. Venue –

The venue for any cause of action or lawsuit filed pursuant to the terms or subject matter of this Agreement will be Webb County, Texas.

F. Equal Opportunity –

LCC is an equal opportunity employer and is committed to providing equal opportunity in employment, access and the provision of services. This commitment applies regardless of race, color, religion, creed, sex, marital status, national origin, disability, age, veteran status, on-the-job injury, or sexual orientation. Employment decisions are made without consideration of these or any other factors that employers are prohibited by law from considering. *LCC* and *DMC* agree and affirm that race, color, religion, creed, sex, marital status, national origin, disability, age, veteran status, on-the-job injury, and sexual

orientation have not and will not play any role in the establishment of this Agreement, the rendering of the services provided hereunder, and the relationship between *LCC* and *DMC*.

G. Non-discrimination –

DMC will not discriminate against any employee or applicant for employment because of race, color, handicap, age, gender, sexual orientation, national origin, or political affiliation, and will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to any of the same factors.

H. Waivers –

No delay or omission by either of the parties hereto in exercising any right or power accruing upon the non-compliance or failure of performance by the other party hereto of any of the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof.

I. Notices –

All notices, consents, approvals, demands, requests or other communications provided for or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have been duly given or served when delivered by hand delivery or when deposited in the U.S. mail as follows:

**To LCC: Laredo Community College
Purchasing Director
1 West End Washington Street
Laredo, Texas 78040**

**To DMC: Del Mar College
Contract Coordinator
101 Baldwin Boulevard
Corpus Christi, Texas, 78404-3897**

J. Non Appropriation Clause –

LCC reserves the right to reduce the consideration under this Agreement at any time with the approval of the College Board of Trustees, if the Board of Trustees does not appropriate funds for this Agreement.

K. Severability –

In case any provision hereof shall, for any reason, be held invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid or unenforceable provision had not been included herein.

L. Default and Termination –

- a. In the event of substantial failure by a party hereunder to perform in accordance with the terms hereof, the other party may terminate this Agreement upon fifteen (15) days' written notice of termination setting forth the nature of the failure (the termination shall not be effective if the failure is fully cured prior to the end of the fifteen-day period), provided that said failure is through no fault of the terminating party.
- b. *LCC* may, without cause, terminate this Agreement at any time upon giving a thirty (30) day advance notice to *DMC*. Upon termination pursuant to this paragraph, *DMC* shall be entitled to payment of such amount as shall compensate *LCC* for the services satisfactorily performed from the time of the last payment date to the termination date. *LCC* shall not be required to reimburse *DMC* for any services performed or expenses incurred after the date of the termination notice.

M. Other Matters

Matters not addressed in this Memorandum of Understanding will be resolved by the President of Laredo Community College and *DMC*'s assigned administrator.

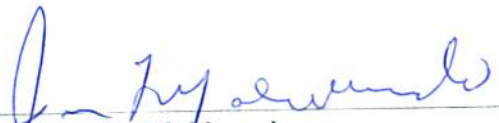
N. Timeline And Calendar

The *LCC/DMC* joint programs will begin in the Spring 2014 semester in accordance with the *LCC* instructional calendar. The MOU will be in effect until 08/31/2015. After the expiration of the MOU, *DMC* will provide *LCC* an option to continue to access the GIS curriculum and materials utilized during the duration of this agreement.

O. Agreement Execution –

This Agreement is acceptable to *LCC* and *DMC* and becomes effective on

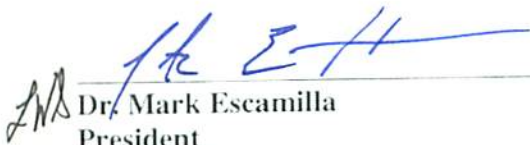
January 8, _____, 2014.



Dr. Juan L. Maldonado
President
Laredo Community College

1-8-2014

Date



Dr. Mark Escamilla
President
Del Mar College

2-13-14

Date