

The University of Texas of the Permian Basin and The Ector County Independent School District

Memorandum of Understanding

This memorandum of understanding is entered into effective _____ by and between the Parties shown below pursuant to authority granted in and in compliance with Chapter 791, Texas Government Code.

CONTRACTING PARTIES:

Receiving Party: Ector County Independent School District ("ECISD"), an independent school district of the State of Texas.

Performing Party: The University of Texas of the Permian Basin ("UTPB"), an Institution of Higher Education of the State of Texas.

PURPOSE AND STATEMENT OF SERVICE TO BE PERFORMED:

The Performing Party will provide the "AVID Math Enrichment Summer Program" at the UTPB facilities for up to 150 students for a three-week period for five (5) days out of each week, beginning June 4 – 22, 2012. The services to be provided are to be supplemental to incoming 7th grade AVID students who meet the at risk criteria.

PERFORMING PARTY SHALL:

1. Provide, at no charge to Receiving Party, facilities and utilities for the operation of the camp from June 4 – 22nd.
2. Provide, at no charge to receiving party, (6) classrooms for conducting the AVID math enrichment summer program.

RECEIVING PARTY SHALL:

1. Promote the program to its applicable student population.
2. Hire and pay salaries for (1) lead teacher, (6) teachers, and (6) tutors
3. Pay all costs for supplies, and transportation
4. Food will be covered by the federal summer lunch program (breakfast and lunch)

Donation: AVID Center will provide curriculum -in kind- to ECISD at no cost.

Receiving Party: Ector County Independent School District

P.O. Box 3912 Odessa, Texas
79760

Attn: Brian Moersch, Assistant Superintendent

Fax: 432-331-7836

Email: brian.moersch@ectorcountyisd.org

With copy to: Ector County Independent School District

P.O. Box 3912 Odessa, Texas
79760

Attn: H.T. Sanchez, Ed. D., Chief of Staff

Phone: 432-456-8899 Fax:

432-456-8898

Email: ht.sanchez@ectorcountyisd.org

Performing Party: UTPB Purchasing

4901 East University
Odessa, Texas 79762

Attn: Ynez Alderson

Fax: 432-552-3790

Email: alderson_y@utpb.edu

With copy to: UTPB Continuing Education/Outreach Dept.

4901 East University
Odessa, Texas 79762

Attn: Rey Lascano, Director

Fax: 432-552-2109

Email: lascano_r@utpb.edu

Or other such person or address as may be given in writing by either party to the other in accordance with this Section.

TERMINATION:

Either party may terminate this memorandum of understanding in the event that the other party fails to materially perform its duties and obligations in accordance with the terms of the memorandum of understanding.

OTHER PROVISIONS:

Venue; Governing Law. Ector County, Texas shall be the proper place of venue for suit on or in respect of this memorandum of understanding. This memorandum of understanding and all of the rights and obligations of the parties hereto all of the terms and conditions hereof shall be construed, interpreted, and applied in accordance with and governed by and enforced under the laws of the State of Texas.

Entire Agreement; Modifications. This memorandum of understanding supersedes all prior agreements, written or oral, between Performing Party and the Receiving Party and shall constitute the entire agreement and understanding between the parties with respect to the subject matter hereof. This memorandum of understanding and each of its provisions shall be binding upon the parties and may not be waived, modified, amended, or altered except by a writing signed by Receiving Party and Performing Party.

Loss of Funding. Performance by a contracting Party of its duties and obligation under this Contract may dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature") and/or allocation of funds by that Contracting Party's governing board. If the Legislature falls to appropriate or allot the necessary funds to a Contracting Party, Or a Contracting Party's governing board fails to allocate the necessary funds, then the Contracting Party that loses funding may terminate this Contract without further duty or obligation under this Contract.

State Auditors' Office. The Contracting Parties understand that acceptance of funds under this Contract constitutes acceptance of the authority of the Texas State Auditor's Office, or any successors agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Sections 51.9335(c), 73.115(c), and 74.008(c), Texas Education Code.

The Contracting Parties agree to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. The Contracting Parties will include this provision in all contracts with permitted subcontractors.

Assignment. This memorandum of understanding is not transferable or assignable except upon written approval by Receiving Party and Performing Party.

Severability. If any one or more of the provisions contained in this memorandum of understanding 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 thereof, and this memorandum of understanding shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.

Public Records. It shall be the Independent responsibility of Receiving Party and Performing party to comply with the provision of Chapter 552, Texas Government Code (the "Public Information Act"), as those provision apply to the parties respective information. Receiving Party is not authorized to receive public information request or take any action under the Public Information Act on behalf of Performing Party. Likewise, Performing Party is not authorized to receive public information request or take any other action under Public Information Act on behalf of Receiving Party.

Executed effective as the Effective Date by the following duly authorized representatives of Contracting Parties:

RECEIVING PARTY: PERFORMING PARTY:

Ector County Independent School District: The University of Texas of the Permian Basin

By: _____ By: _____
H.T. Sanchez, Chief of Staff ECISD Dr. David Watts, President UTPB

Date: _____ Date: _____