



Memorandum of Understanding Lubbock Coding Academy

Parties. Texas Tech University (“TTU”), through its Information Technology Division (“TTUITD”) and eLearning and Academic Partnership Area (“ELAP”), is collaborating with South Plains College (“SPC”), Lubbock Economic Development Alliance (“LEDA”), and the Austin Coding Academy (“ACA”), to deploy a Lubbock Coding Academy (“Academy”) to serve the Lubbock business community. TTU, TTUITD, ELAP, SPC, LEDA, and ACA may be referred to herein individually as a “Party” or collectively, as “Parties.” The Parties will collaborate to implement an Academy in the Lubbock area with the end goal of providing application development training to interested area citizens to meet the programming needs of regional businesses. The project will provide marketable workforce development to the Lubbock and surrounding areas.

A. PURPOSE:

The purpose of this Memorandum of Understanding (the “MOU”) is to articulate the goals of the partnership, and to specify each Party’s responsibilities associated with implementing the Academy.

B. GOALS:

1. Work collaboratively to customize, market, and implement an Academy in the Lubbock area;
2. Establish a collaborative partnership to engage the business community, education providers, and workforce developers to provide guidance and feedback to the Academy, as managed and operated by ACA;
3. Document commitments of the Parties to contribute to the success of the Academy; and
4. Create a conduit for feedback and ongoing community engagement.

C. TTU ELAP RESPONSIBILITIES:

1. Assist and fund proactive marketing and participant recruitment, including community advertising, email invitations, and newsletters;
2. Launch a social media campaign to recruit participants from the regional workforce;
3. Assist in developing partnerships with area independent school districts to offer programming training to graduating high school students;
4. Recruit TTU employees interested in professional development and continuing education in this area;

5. Develop an on-going strategic plan for marketing and outreach in support of the Academy;
6. Explore the feasibility of a TTU academic partnership or certificate that leverages the instruction – such arrangement would be delineated in a separate agreement;
7. Award continuing education credit units where appropriate; and
8. Participate in the Partnership Steering Committee (the “Committee”) to provide feedback and guidance to ACA, to include regular meetings and interactions throughout and after the Academy launch.

D. TTUITD RESPONSIBILITIES:

1. Provide curriculum review and feedback, as requested;
2. Aid in marketing to technology professionals at TTU;
3. Aid in marketing to Science, Technology, Engineering, and Mathematics (STEM) college students at TTU;
4. Periodically fund TTU IT professionals as participants, to be determined solely by TTU Office of the CIO;
5. Participate in the Committee to provide feedback and guidance to ACA, including regular meetings and interactions throughout and after the Academy launch; and
6. Aid in recruiting instructors for ACA hiring review.

E. SPC RESPONSIBILITIES:

1. Provide facilities for the Academy through a separate agreement with ACA, offsetting initial facility costs to support implementation;
2. Register and process participants, including the collection of fees;
3. Transfer appropriate amount of fees collected to ACA, as specified in a separate agreement;
4. Assist with partnerships with area independent school districts to offer programming to graduating high school students;
5. Recruit SPC employees interested in professional development and continuing education in this area;
6. Develop an on-going strategic plan for marketing and outreach in support of the Academy;
7. Recruit SPC students for participation in the Academy;
8. Award continuing education credit units where appropriate;
9. Participate in the Committee to provide feedback and guidance to ACA, to include regular meetings and interactions throughout and after the Academy launch; and

10. Aid in recruiting instructors for ACA hiring review.

F. LEDA RESPONSIBILITIES:

1. Launch a comprehensive marketing campaign to the Lubbock area;
2. Engage area businesses for participation, providing feedback on the programming skills needed;
3. Engage area technology businesses for curriculum review and comment, as well as an ongoing dialogue on skills needed in the Lubbock area;
4. Sponsor a press conference at a mutually agreed upon time to launch the Academy;
5. Partner with Workforce Solutions South Plains to provide funding to area businesses that send participants;
6. Partner with Lubbock Workforce Solutions South Plains to provide funding to area individuals interested and eligible to attend;
7. Participate in outreach to area independent school districts to recruit students for the Academy;
8. Participate in the Committee to provide feedback and guidance to ACA, to include regular meetings and interactions throughout and after the Academy launch;
9. Aid in recruiting instructors for ACA hiring review; and
10. Serve as the community liaison for the Committee, co-chairing with ACA chief executive officer.

G. ACA RESPONSIBILITIES:

1. Provide curriculum calibrated to the needs of the Lubbock area, based on the general program and quality training outlined by the Committee;
2. Deliver a quality Academy with input from the Committee;
3. Fund, hire, and manage instructors;
4. Conduct area marketing and promotion to recruit participants;
5. Endeavor to support multiple cohorts of participants per year;
6. Execute facility, collection, and student processing agreements with SPC;
7. Aid with graduating participant job search; and
8. Co-chair Committee with LEDA.

H. PARTNERSHIP STEERING COMMITTEE:

1. Each Party will appoint individuals to serve as representatives;

2. ACA chief executive officer and the LEDA chief executive officer will co-chair the group;
3. Committee will meet electronically on a regular basis at an interval to be determined by the Committee;
4. Committee will conduct face-to-face Community Engagement Meetings and include area businesses at an interval to be determined;
5. Committee will work collaboratively to promote the Academy;
6. Committee will serve in an advisory capacity to the ACA chief executive officer;
7. Committee will facilitate community engagement with Workforce Solutions South Plains to advocate for participation and resources; and
8. Committee chairs will appoint business community representatives to the Committee, making sure that the business community is represented on the Committee, and not just in community engagement meetings.

I. CONTACTS:

Administrative and technical contacts for the MOU execution described herein are as follows:

TTU IT Division

Sam Segran
Chief Information Officer & Vice
President for IT
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Katherine Austin, PhD
Associate Vice President for IT
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SPC

Ryan Gibbs, Ed.D.
Vice President for Academic Affairs
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TTU ELAP

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Director of Academic Partnerships
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LEDA

John Osborne
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Benjamin Alexander
Executive Director of the Lubbock
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Christine Allen
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ACA

Chris Lofton
CEO
Austin Coding Academy
clofton@austincodingacademy.com
(512) 827-8498

To be hired
Lubbock Coding Academy Manager
Austin Coding Academy

Implementation and other agreements will be exchanged upon execution of this MOU.

Executive contacts for this MOU:

Robin Satterwhite, Ed.D.
President
South Plains College
rsatterwhite@southplainscollege.edu
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Michael Galyean, Ph.D.
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Lubbock Economic Development
Alliance
john@marketlubbock.org
(806) 749-4500

J. NOTICE:

Notice under this MOU must also be written and delivered to the person identified in Section I herein, with a copy to the TTU Office of Procurement Services, Attn: Contracting, PO Box 41094 Lubbock, TX 79409, contracting@ttu.edu, by: (1) by hand delivery, (2) by United States mail, or (3) by email. Notice will be effective upon physical delivery of the notice by messenger service; or, four (4) business days after the date of mailing by certified mail, return receipt requested; or upon acknowledgement of notice by the email recipient, either by return receipt or reply email. If no email receipt or reply has been received by the sender within one (1) business day from emailing the notice, the notice is deemed incomplete and sender must send notice by messenger or certified mail.

K. FUNDING:

This MOU is not a commitment of funds and does not create any fiscal obligations on the part of any of the Parties. Each Party will bear its own costs, risks, and liabilities arising out of its obligations and efforts under this MOU during the period it is in effect. No Party shall have any right for reimbursement, payment, or compensation of any kind for work performed under this MOU.

L. TERM/MODIFICATION:

This MOU is effective upon signature by all Parties and will expire on September 1, 2020. The present MOU may be amended or extended at any time by mutual written agreement of the Parties. All amendments and extensions must be signed by the same person who signed this original MOU or their successor(s). Either Party may terminate this MOU without cause and without penalty by providing forty-five (45) days prior written notice to the other Party.

M. RELEASE OF INFORMATION

Subject to applicable laws such as the Texas Public Information Act, the Parties agree to coordinate the voluntary release of information related to this MOU.

N. GOVERNING LAW

This MOU is governed by and interpreted under Texas law and Lubbock County, Texas will be the sole proper place of venue for any disputes involving this MOU.

O. LIMITATION OF LIABILITY

It is understood and agreed that TTU will not be liable for any negligent or wrongful acts, either of commission or omission, chargeable to it unless such liability is imposed by Texas law and that this MOU shall not be construed as seeking to either enlarge or diminish any obligation or duty owed by TTU under this MOU.

P. INDEMNIFICATION

To the extent permitted by the laws of the State of Texas, SPC, LEDA, and ACA agree to indemnify, defend, and hold harmless TTU against any and all liability, claims, suits, losses, costs and legal fees caused by, arising out of, or resulting from any negligent act or omission of SPC, LEDA, and ACA in the performance or failure to perform within the MOU including the negligent acts or omission of any Subcontractor or any direct or indirect employees of SPC, LEDA, and ACA or their Subcontractors. The indemnification obligations set forth in the MOU shall survive termination or expiration of the MOU.

Q. NO BOYCOTT

Pursuant to Texas Government Code §2270.002, SPC, LEDA, and ACA affirmatively state that they do not boycott Israel. Additionally, SPC, LEDA, and ACA shall not engage in a boycott of Israel during the term of the MOU.

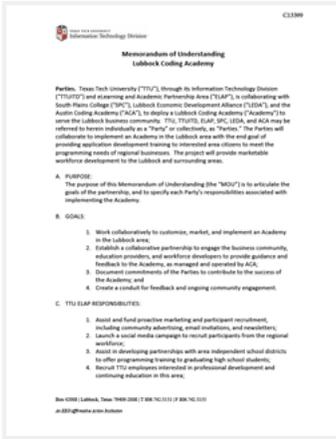
R. BREACH OF CONTRACT CLAIMS

The dispute resolution process provided for in Texas Government Code Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260 will be used by the Parties to attempt to resolve any claim for breach of contract made that cannot be resolved in the ordinary course of business.

S. EXECUTION OF UNDERSTANDING:

The undersigned authorize this MOU under the aforementioned terms.

<p> <u>Melanie Hart (Dec 12, 2018)</u> 12/12/2018</p> <hr/> <p>Melanie Hart, Ph.D. Date Vice Provost eLearning & Academic Partnerships Texas Tech University</p>	<p> <u>Ryan Gibbs (Dec 07, 2018)</u> 12/07/2018</p> <hr/> <p>Ryan Gibbs, Ed.D. Date Vice President for Academic Affairs South Plains College</p>
<p> <u>John Osborne (Dec 12, 2018)</u> 12/12/2018</p> <hr/> <p>John Osborne Date CEO Lubbock Economic Development Alliance</p>	<p> <u>Chris Lofton (Dec 12, 2018)</u> 12/12/2018</p> <hr/> <p>Chris Lofton Date CEO Austin Coding Academy</p>
<p> <u>Jennifer Adling (Dec 11, 2018)</u> 12/12/2018</p> <hr/> <p>Jennifer Adling Date Chief Procurement Officer Procurement Services Texas Tech University</p>	



Lubbock Coding Academy #C13399 signed

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12/12/2018

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 Signed document emailed to Joshua DeLeon (joshua.deleon@ttu.edu), Melanie Hart (melanie.hart@ttu.edu), John Osborne (john@marketlubbock.org), Chris Lofton (clofton@austincodingacademy.com), and 1 more

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