

disbursement, and accounting of all funds or donations received by TECH PREP which are not subjected to or governed by state, local, or federal contracts. **The following language is inserted:**

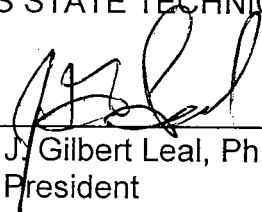
E. To pay TSTC a fee for business office and human resources services rendered under this contract, which fee shall be negotiated at the time of entry into each grant contract, and not to be less than four (4) nor more than eight (8) percent of each grant contract.

II

RATIFICATION OF REMAINDER OF AGREEMENT


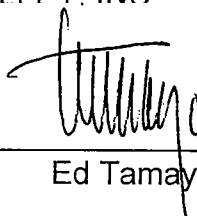
All other terms and provisions of the original contract by and between the parties are hereby ratified, confirmed, and approved.

TEXAS STATE TECHNICAL COLLEGE

By  12-5-97
J. Gilbert Leal, Ph.D. (date)
President

TECH PREP OF THE RIO GRANDE
VALLEY, INC.

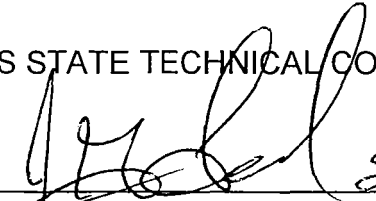
ATTEST:

 12-12-97 By  12-12-97
Pat Bubb, Secretary (date) Ed Tamayo, President (date)

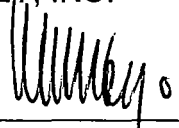
RATIFICATION OF REMAINDER OF AGREEMENT

All other terms and provisions of the original contract by and between the parties are hereby ratified, confirmed, and approved.

TEXAS STATE TECHNICAL COLLEGE

By  2-20-97
J. Gilbert Leal, Ph.D. (date)
President

TECH PREP OF THE RIO GRANDE VALLEY, INC.

By 
Ed Tamayo, President (date)

ATTEST:

 2/24/97
Pat Bubba, Secretary (date)

RATIFICATION OF REMAINDER OF AGREEMENT

All other terms and provisions of the original contract by and between the parties are hereby ratified, confirmed, and approved.

TEXAS STATE TECHNICAL COLLEGE

By 

J. Gilbert Leal, Ph.D.
President

TECH PREP OF THE RIO GRANDE
VALLEY, INC.

By 

Ed Tamayo.
President

WHEREAS, TSTC was instrumental in the formation and the putting together of the Consortium in April 1991 to plan for implementation of a Tech Prep/Associate Degree (hereafter referred to as "TPAD") curriculum in Texas' Lower Rio Grande Valley; and

WHEREAS, in July 1991 funding under the Carl D. Perkins Vocational and Applied Technology Act of 1990 was awarded to TSTC as fiscal agent for the Consortium, and such funding has been renewed and extended to the time of the entering into of this contractual agreement; and

WHEREAS, the Consortium consists of the members set out in the list of current members of the Consortium attached hereto and identified as Exhibit "A" and which is made a part hereof by this reference for all purposes; and

WHEREAS, the appropriate fiscal agent ("TSTC") must hold funds for the Consortium under the Carl Perkins Act grant in order for the Consortium to continue receiving the federal funding; and

WHEREAS, TSTC, acting as fiscal agent, has served, is presently serving, and is agreeable to continue to serve as the Consortium's fiscal agent as required under the Carl Perkins Act grant; and

WHEREAS, the Consortium entered into an agreement with the NATIONAL CENTER FOR MANUFACTURING SCIENCES (hereafter known as "NCMS") of Ann Arbor, Michigan, and has purchased a Manufacturing Technologies Laboratory and program (hereafter referred to as "MTL") from NCMS; and

WHEREAS, the Consortium has additionally acquired computers and other equipment for implementation of TPAD Curriculum in Texas' Lower Rio Grande Valley; and

WHEREAS, the Consortium incorporated as TECH PREP in order to carry out its goals and the goals and obligations established by the Carl Perkins Act grants; and

WHEREAS, TSTC and TECH PREP have agreed to enter into this Contract to set forth the obligations of each with regard to continuing Tech Prep implementation activities; and

WHEREAS, the parties hereto agree that it is in the best interests of all concerned that the contract between the parties be renewed and extended according to the terms herein set forth.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS THAT TSTC AND TECH PREP HEREBY AGREE AS FOLLOWS:

I.

TSTC'S OBLIGATIONS

TSTC covenants and agrees to provide TECH PREP the following, to-wit:

A. To continue to serve as fiscal agent and to receive, manage and disburse all federal, state, and other local grant funds for TECH PREP.

B. To account for all federal, state, and local grant funds and transactions for TECH PREP through TSTC's administrative offices.

C. To indemnify and hold harmless TECH PREP and its directors, officers, agents, employees, volunteers, representatives, and affiliated persons and entities from all suits, actions, losses, damages, claims, or liability of any character, type, or

description, including, without limiting the generality of the foregoing, all expenses of litigation, court costs, and attorney's fees for injury or death to any person or injury or damage to any property, received or sustained by any person or persons or property, arising out of, or occasioned by, the acts of TSTC or its directors, officers, agents, employees, volunteers, representatives, and affiliated persons and entities in the execution or performance of this contract to the extent only authorized by the Constitution and laws of the State of Texas.

D. To allow its Associate Dean of Economic Development and Industrial Training to serve as the Carl Perkins Act Contact for TSTC and to serve as Treasurer of TECH PREP.

E. To continue to provide support services to TECH PREP for implementation in the same way that it has been providing support services in the past and to provide additional support services as the parties hereto may agree upon in writing from time to time.

F. To employ personnel upon such terms and conditions and for such compensation as are approved by TECH PREP's Board and to keep administrative personnel records and render appropriate federal accountings on all such personnel; provided, however, that all such employment, accounting, and reporting will be conducted through TSTC's Human Resources office in accordance with TSTC's policies and procedures.

G. To hold title to all equipment purchased by the Consortium in accordance with Section 2.6-2, ***Title to Equipment***, of the TECHNICAL ASSISTANCE GUIDE FOR PLANNING AND REPORTING FEDERAL PROGRAMS IN POSTSECONDARY

VOCATIONAL EDUCATION UNDER THE CARL D. PERKINS VOCATIONAL AND APPLIED TECHNOLOGY EDUCATION ACT (hereafter called the "TAG") published by the Texas Higher Education Coordinating Board Community and Technical Colleges Division in September 1992, and any amendments thereto made after the date of execution of this contract.

H. To otherwise ensure that all requirements of Section 2.6, **Equipment Management**, of the TAG are complied with for all equipment purchased by the Consortium.

II.

TECH PREP'S OBLIGATIONS

TECH PREP covenants and agrees to provide the following, to-wit:

A. To plan and carry out TPAD Curriculum according to the implementation award made to the consortium on February 14, 1992, and all renewals thereof and the obligations required of TECH PREP in all state, federal, and local grants awarded to TECH PREP.

B. To perform all other duties necessary in the full implementation of TPAD Curriculum for the Consortium.

C. To work with TSTC in the hiring of all employees TECH PREP's Board deems necessary for TECH PREP to carry out its responsibilities in implementing TPAD Curriculum and complying with contractual provisions of state, local, and federal grants awarded to TECH PREP.

D. To follow TSTC policies and procedures in the management of equipment and personnel.

E. To establish a separate checking account for the deposit, disbursement, and accounting of all funds or donations received by TECH PREP which are not subjected to or governed by state, local, or federal contracts.

F. To give regular accountings not less than quarterly to TSTC as fiscal agent of the TECH PREP program.

G. To make available all records for audit by TSTC, the State Auditor, or the designee of TSTC.

H. To pay operating and insurance expenses for TECH PREP's equipment and employees as approved by TECH PREP's Board for the benefit of both TECH PREP and TSTC.

I. To indemnify and hold harmless TSTC and its Regents, officers, agents, employees, volunteers, representatives, and affiliated persons and entities from all suits; actions, losses, damages, claims, or liability of any character, type, or description, including, without limiting the generality of the foregoing, all expenses of litigation, court costs, and attorney's fees for damages sustained as a result of acts by TECH PREP's directors and officers that are found to be in violation of the terms and provisions of this contract.

III.

TERM

This contract shall begin on the 29 day of APRIL, 1994, and continue in effect until the 30 day of APRIL, 1996. Either party to this agreement may renew and extend this contractual agreement by giving not less than ninety (90) nor more than one hundred eighty (180) days' notice in writing to the other

that it is the party's desire to renew and extend the agreement for an additional term. Any renewed and extended terms shall be subject to negotiation of the parties.

IV.

TERMINATION

Either party hereto has the right to terminate this agreement. Any notice of termination must be in writing and sent by certified mail not less than ninety (90) days prior to the date of termination to the parties at the official addresses provided herein.

V.

NOTICE

The parties hereto agree that all notices shall be given to the respective parties at the following locations, to-wit:

NOTICE TO TSTC HARLINGEN:

J. Gilbert Leal, Ph.D.
President
TEXAS STATE TECHNICAL COLLEGE 2424
Boxwood
Harlingen, Texas 78550-3697
Telephone: (210) 425-0602
Facsimile: (210) 425-0799

NOTICE TO TECH PREP:

Cesar Maldonado, P. E.
President
TECH PREP OF THE RIO GRANDE VALLEY, INC. TSTC
Conference Center 2424 Boxwood
Harlingen, Texas 78550-3697
Telephone: (210) 425-0779
Facsimile: (210) 425-0797

NOTICE TO TSTC SYSTEM:
Cecil L. Groves, Ph.D.
Chancellor
TEXAS STATE TECHNICAL COLLEGE SYSTEM 3801
Campus Drive
Waco, Texas 76705 Telephone:
(817) 867-4891 Facsimile:
(817) 867-1001

VI.

INDEPENDENT CONTRACTOR

The parties hereto, by entering into this agreement, agree that the services to be delivered by each for the benefit of the other and the carrying out of the terms of all state, federal, and local grant funding in no way establishes a joint venture, a partnership, or agreement between the parties. The parties are each independent contractors providing the services that may be required of them under the terms of this agreement.

VII.

ENTIRE AGREEMENT

This contract contains the entire agreement of the parties and cannot be amended except in writing.

VIII.

AMENDMENTS

The parties hereto agree that any amendment or change in this agreement may be made from time to time by either party. Any amendment shall be reduced to writing and shall be signed by the respective authorized officer of either TSTC or TECH PREP.

IX.

EFFECTIVE DATE

This contract shall be effective as of the 29 day of APRIL, 1994.

TO CERTIFY WHICH, witness the signatures of the undersigned officers hereunto duly authorized on this 29 day of APRIL, 1994.

TEXAS STATE TECHNICAL COLLEGE

By

J. Gilbert Leal

J. Gilbert Leal, Ph.D.
President

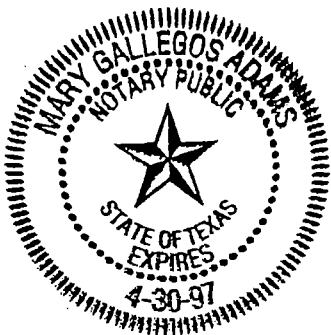
TECH PREP OF THE RIO GRANDE VALLEY, INC.

By

Cesar Maldonado

Cesar Maldonado, P.E.
President

SWORN TO and SUBSCRIBED before me on this 29th day of April, 1994, to certify which, witness my hand and seal of office.



Mary Gallegos-Adams

Notary Public in and for the State of Texas

Mary Gallegos-Adams

Printed Name of Notary

My commission expires: April 30, 1997