

**AGREEMENT BY AND BETWEEN THE WEBB COUNTY COMMUNITY ACTION
AGENCY AND LHCT TRAINING CENTER**

Webb County Community Action Agency and LHCT Training Center, 4408 State Hwy 359 Laredo, Texas 78043, enter into this Agreement effective April 13, 2015 and terminates on December 31, 2015.

1. Scope of Services

LHCT Training Center agrees to train students to obtain a "CLASS A" Commercial Driver License. The students subject to this agreement shall be student applicant recipient of training assistance through Webb County Action Agency and LHCT Training Center shall provide students 160 hours of training. Training includes the following:

Basic Truck Driver Training Program

TUTION/FEES

Applications are available from the receptionist. Enrollment is not accepted for individual courses within the program.

Tuition – 3 week training course

Breakdown of cost per Participant/Successful Completion

Registration	\$ 100.00
Tuition per Student (Includes books and materials)	\$5,120.00
DOT Physical Examination	\$ 70.00
DOT Urinalysis Drug Screen	\$ 70.00
Moving Violation Report	\$ 15.00
Texas Class "A" Permit	\$ 10.00
Texas CDL License Fee	\$ 60.00
Student Accident Insurance	\$ 50.00
	Total \$5,495.00

Webb CAA Discount \$ 550.00

WEBB COUNTY CAA PROJECT STUDENT TUITION & FEES TOTAL \$4,945.00

2. Payment Policy Pursuant To This Agreement:

A. Tuition and fees for the three week training course shall be paid in full prior to the end of the third day of the 3 weeks.

B. Tuition and fees shall be paid by Webb County Community Action Agency through Texas Department of Housing and Community Affairs, for the Fiscal Year 2015 Community Services Block Grant Program Contract# 61150002199.

3. Cancellation And Refund Policy For Webb County Community Action Agency Project Students:

All refunds shall be paid to the benefit of Webb County Community Action Agency

MARGIE R. IBARRA
COUNTY CLERK
FILED
2015 MAY 21 PM 2:31
WEBB COUNTY, TEXAS
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CANCELLATION POLICY:

A full refund will be made to Webb County Community Action Agency for any Project student:

1. Whose application is rejected by the school.
2. Who cancels the enrollment within 72 hours (until midnight of the third day excluding Saturday, Sundays, and legal holidays) after the enrollment contract is signed by the applicant and a tour of the facilities and equipment is made by the prospective student.

REFUND POLICY:

1. Refund computations will be based on scheduled hours of class attendance through the last day of attendance leaves of absence suspension and school holidays will not be counted as part of the scheduled class attendance.
2. The effective date of the termination for refund purpose will be the earliest of the following:
 - a) The last day of attendance, if the student is terminated by the school; or
 - b) The date of receipt of written notice from the student; or
 - c) Ten school days following the last day of attendance.
3. If tuition is collected in advance of entrance and if after expiration of the 72-hour cancellation on privilege the student does not enter school not more than \$100.00 shall be retained by the school.
4. The student will not be required to purchase instructional supplies, books, and tools until such time as these materials are required. Once these materials are purchased, no refund will be made.
5. For residence course more than 12 months in length, the refund shall be applied for each 12 month period paid, or part thereof, separately.
6. The length of a course for purposes of calculating refunds owed is the shortest scheduled time period in which the course may be completed by continuous attendance as a full-time student.

REFUND POLICY FOR STUDENTS CALLED TO ACTIVE MILITARY SERVICE:

A student of the school or college who withdraws from the school or college as a result of the student being called to active duty in a military service of the United States or the Texas National Guard may elect one of the following options for each program in which the student is enrolled:

1. If tuition and fees are collected in advance of withdrawal, a pro rate refund of any tuition, fees, or other charges paid by Webb County Community Action Agency for the program and a cancellation of any unpaid tuition, fees, or other charges owed by Webb County CAA Department on behalf of a WCAA, Project Student for the portion of the program the student does not complete following withdrawal; or
2. The assignment of an appropriate final grade or credit for the courses in the program, but only if the instructors of the program determine that the student has:
 - a) Satisfactorily completed at least 90 percent of the required coursework for the program; and
 - b) Demonstrated sufficient mastery of the program material to receive credit for completing the program.

A full refund of all tuition and fees is due and refundable in each of the following cases:

- An enrollee is not accepted by the school.
- Misrepresentation by LHCT.
- If the course instruction is discontinued by the school and this prevents the student from completing the course.

NOTE: "Any holder of this consumer credit contract is subject to all the claims and defenses which the debtor could assert against the seller of goods or services obtained pursuant hereto or with the proceeds hereof.

Recovery hereunder by the debtor shall not exceed the amount paid by the debtor hereunder."

4. Relationship of Parties:

LHCT Training Center, in providing the Services, is acting as an independent contractor and does not undertake by this Agreement or otherwise to perform any regulatory or contractual obligation of Webb County Community Action Agency. LHCT Training Center has the sole right and obligation to supervise, manage, contract, direct, procure, perform, or cause to be performed all work to be performed by the company under this Agreement.

5. Texas Administrative Code:

Chapter 5 - Conflict of Interest:

Webb County Community Action Agency. Employees, executive directors, officers, and/or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from LHCT Training Center. Any alterations, additions, or deletions to the terms of the contract which are required by changes in federal law and regulations or state statute are automatically incorporated into the contract without written amendment, and shall become effective on the date designated by such law and or regulations; and any other alterations, addition, or deletion to the terms of the contract shall be amended hereto in writing and executed by both parties to the contract.

6. Entire Agreement:

This Agreement sets forth the entire understanding and agreement of the parties and supersedes any and all oral or written agreements or understandings between the parties as to the subject matter of this Agreement. It may be changed only by a writing signed by both parties. Neither party is relying upon any warranties, representations, assurances or inducements not expressly set forth herein.

THIS PROGRAM IS "APPROVED AND REGULATED BY THE TEXAS WORKFORCE COMMISSION, CAREER SCHOOLS AND COLLEGES DEPARTMENT – AUSTIN, TEXAS"

LHCT TRAINING CENTER:

By: [Signature]
Authorized School Official Signature

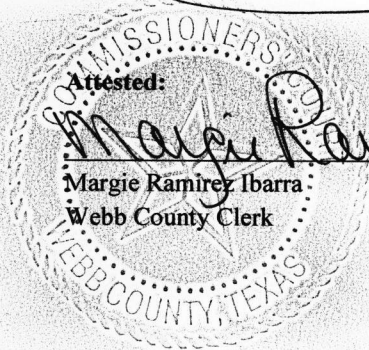
JUAN DAVILA
Authorized School Official Print

WEBB COUNTY, TEXAS

By: [Signature]
Tano Tijerina, Webb County Judge

[Signature]
Juan Vargas, Executive Director
Webb County Community Action Agency

Attested:
[Signature]
Margie Ramirez Ibarra
Webb County Clerk



APPROVED AS TO FORM:
[Signature]
Marco A. Montemayor
Webb County Attorney*

*By law, the County Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not deny or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Other parties should not rely on this approval, and should seek review and approval of their own Respective attorneys.