

# OFFICE OF CONTINUING EDUCATION

## LETTER OF AGREEMENT

*Sample*

**John Luzerne**  
**1333 S Prospect St.**  
**Nanticoke PA**

THIS AGREEMENT made  
 on  
**December 16, 2010**

by and  
 between

### For Office Use Only

Attendance Sheets ☐  
 Grades ☐  
 Syllabus ☐

SS#: 999-99-9999

Daytime Phone: 570-740-0000

Evening Phone:

hereinafter referred to as "Instructor", and Luzerne County Community College, of Nanticoke, Luzerne County Pennsylvania, hereinafter referred to as "College".

### WITNESSETH:

**WHEREAS**, College desires to have an instructor available to students of the College during the **Fall 2010** semester, and

**WHEREAS**, the instructor has the necessary qualifications and agrees to be available to the students of the College under the terms of this agreement;

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

### 1. SCOPE OF SERVICE:

**A) INSTRUCTIONAL:** The work to be performed by the Instructor shall include all services generally performed by an Instructor including, but not limited to, teaching at the College the following:

### Instructor Agreement Sample

**B) OTHER SERVICES:** The work, etc. shall include all services as follows:

Day(s) of classes:	<b>Monday</b>		
Starting date for classes:			
Ending date for classes:			
Number of Sessions:	<b>10</b>		
Time of class:	<b>6 pm</b>		
Totals class hours:	<b>10</b>	Class hour rate:	Total\$: <b>\$0.00</b>
Total prep hours:		Prep hour rate:	Total\$:
Minimum Students:	<b>8</b>		

The instructor acknowledges that he/she is hired to perform an educational service to the College for the time specified above and that the College does not make any representations concerning the likelihood or availability of future services following the termination of this agreement.

**2. PAYMENT:** College will pay to the Instructor a fee of **\$0.00** for services to be performed under this contract.

Payment shall be made as follows: Payment will be made approximately three weeks after the end of classes provided that a minimum of students have registered for class. If fewer than students have registered, payment may be made on a pro-rated basis which will be discussed with the instructor.

**3. TERMS:** The services contemplated hereunder shall commence on and shall conclude on at which time this agreement shall terminate. The college reserves the right to terminate this Agreement in situations where the Instructor violates the terms or where the quality of service provided by the Instructor is deemed substandard.

**4. INSPECTION:** In the performance of the work herein contemplated, the Instructor has authority to control and direct the performance of the details of the work, the College being interested only in the results obtained. However, the work contemplated herein must meet the inspection and supervision to secure the satisfactory completion thereof. It is the responsibility of the Instructor to fulfill all time and date obligations in a manner satisfactory to the College.

**5. DELEGATION OF SERVICES:** The work and services provided for herein shall be performed by the Instructor, and the Instructor shall be engaged for such work or services except with the written approval of the College.

**6. ENTIRE AGREEMENT:** This written document embodies the entire agreement between the parties hereto and there are no other understandings, agreements, or representations expressed or implied.

**7. COPYRIGHT POLICY FOR EMPLOYEES:** The Board of Trustees of Luzerne County Community College, in recognizing the importance of the Copyright Law of the United States (Title 17, United States Code) hereby notifies all employees that a willful infringement of the law may result in disciplinary action.\*

**8. CAMPUS VIDEOTAPING POLICY:** The Board of Trustees of Luzerne County Community College reserves the right to authorize persons to videotape activities and events on-campus, at off-campus extension centers, and places where College functions take place providing such taping is performed and utilized without malice to any individuals. Individuals desiring to be omitted from such taping should make this request known to the President of Luzerne County Community College, the instructor, or the videographer prior to commencement of taping. By allowing inclusion of one's self in an authorized videotape, the individual consents to such use of the videotape as the College deems appropriate, ad infinitum.\*

**9. PRO-RATED CLASSES:** In the event that there are fewer than <sup>8</sup> students registered for class to be held. It is not mandatory that the Instructor pro-rate his/her class.

I will not pro-rate this class .....

I will pro-rate this class at ..... number of students. Instructor Initials: .....

WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto affix their hand and seals the date first above written.

INITIATED BY: .....  
*Division Head, Luzerne County Community College*

DATE: .....

APPROVED BY: .....  
*Instructor*

DATE: .....