**AGREEMENT BETWEEN**

**ALAMO COLLEGES,**

**ALAMO AREA ACADEMIES, Inc.,**

**PARTICIPATING INDEPENDENT SCHOOL DISTRICT,**

**CITY OF SAN ANTONIO,**

**WORKFORCE SOLUTIONS ALAMO,**

**AND**

**INDUSTRY PARTICIPANTS**

This Agreement is entered into by and between Alamo Community College District, a public junior college district and political subdivision of the State of Texas (herein called “The College District”), the Alamo Area Academies, Inc., a Texas non-profit corporation (herein called the “AAAI”), participating Independent School Districts (herein called “the School District” and specifically identified below), the City of San Antonio (herein called “the City”), Workforce Solutions Alamo (herein in called “Workforce Solutions Alamo”) and Industry Participants (herein called “the Industry Participants” and specifically identified below).

WHEREAS, the College District agrees, to operate the Academies’ programs, comprised of an Aerospace Academies, Information Technology and Security Academies, Advanced Technology and Manufacturing Academies and a Health Professions Academies and any future programs, at the College District facilities and other locations as agreed upon between the parties herein; and

WHEREAS, if an Academies program operates in a designated high school facility within the School District, the College District intends to work with such School District as a business collaborator to conduct the Academies’ programs for qualified high school juniors and seniors; and

NOW THEREFORE, the College District, the School District, the City, the Workforce Solutions Alamo, the Industry Participants and the AAAI, in furtherance of the goals, objectives and intent described above, do hereby mutually agree as follows:

1. PURPOSE: The purpose of this Agreement is to facilitate the cooperation between the College District, the School District, the City, the Workforce Solutions Alamo and the Industry Participants in supporting the AAAI’s delivery of a two-year program for high school students earning both high school and college credit in community college courses. The program provides students with career-exploration information, hands-on learning experiences, job-specific training, internships and college credit coursework designed to assist them in making an informed career decision and to prepare them for entry-level employment. Graduates will gain the competencies needed for successful entry-level employment and/or the motivation and capacity to continue their post-secondary education.
2. BENEFITS TO STUDENTS AND PARENTS: Students may earn approximately 27-35 hours of college credit (number of credit hours earned and courses taken dependent on the approved academy program of study for each respective academy) during their junior and senior years of high school at no tuition cost to themselves or their families (subject to residency requirements in Section 12 herein). College courses will be taken at a designated college or College District facility within the College District or at a designated high school facility within the School District. Students retain their University Interscholastic League eligibility and may participate in extra-curricular athletic or academic activities at their home campus.
3. PROVISION OF COURSES: Each of the participating member institutions of the College District is currently accredited by the Southern Association of Colleges and Schools “SACS” as required and meets all the SACS requirements to offer college credit courses to the School District’s students. The College District will waive all internal tuition and fees and give college credit for the courses in the relevant AAAI**’s** Academies’ curriculum and program of study (subject to residency requirements in Section 12 herein). This curriculum may be modified from time-to-time as required. Courses offered for dual credit by the College District shall be identified as college-level academic courses in the current edition of the Lower Division Academic Course Guide Manual adopted by the College District’s Board or as college-level workforce education courses in the current edition of the Workforce Course Manual adopted by the College District’s Board. Alamo Colleges and School District have entered into a Dual Credit Agreement, effective August 2011. Alamo Colleges and School District shall adhere to the terms and provisions of the Dual Credit Agreement in addition to the terms and provisions of this Agreement. If the Dual Credit Agreement conflicts with this Agreement, this Agreement shall take precedence over the Dual Credit Agreement.
4. THE COLLEGE DISTRICT WILL:
   1. Provide qualified instructors to teach the AAAI program’s dual-credit courses;
   2. Provide access to classrooms and to appropriate laboratory facilities to AAAI students
   3. Provide access to areas including but not limited to the library and computer laboratories used to support and enhance instruction of the AAAI programs;
   4. Waive all internal tuition and fees for AAAI students in the dual credit courses,which are part of the AAAI’s Academies’ curriculum and program of studies (number of credit hours earned and courses taken dependent on the approved academy program of study for each respective academy) (subject to residency requirements in Section 12 herein);
   5. Facilitate registration, academic counseling, advising and appropriate testing (such as Accuplacer/Asset testing) to meet the enrollment needs of the students;
   6. Designate the respective Department Chairperson for each AAAI program to coordinate and collaborate with the School District, the AAAI and the Industry Participants;
   7. Through the respective designated Department Chairperson for each AAAI program, coordinate with the AAAI, the School District and the Industry Participant to schedule classes, manage faculty issues and determine required equipment for instruction delivery;
   8. Provide weekly attendance reports to the School District by the faculty through the respective Department Chairs;
   9. Provide progress and final course grades to the School District by the faculty through the respective Department Chairs;
   10. Through the respective Department Chairs in coordination with the AAAI and the Industry Participants, provide a textbook list to the School District so they can purchase/issue the books according to its own inventory and acquisition procedures;
   11. Provide all hand tools and laboratory supplies required for instruction that are otherwise available to non-dual credit students;
   12. Serve as the fiscal agent for the AAAI, following the College District’s fiscal year, and will be the employer of the AAAI staff;
   13. Collaborate with the School District, the AAAI and Industry Participants on all matters pertaining to student rights, responsibilities, discipline and liabilities.
   14. Participate in the governance of the AAAI per the AAAI By-laws.
5. THE AAAI WILL:
   1. Be governed by a Board of Directors and who will be represented on the College District’s hiring committee to select the AAAI Executive Director when needed;
   2. Maintain responsibility for managing the AAAI programs at the College District and/or the School District;
   3. Facilitate recruitment of students, in cooperation with the College District and the School Districts;
   4. Approve potential AAAI students to enter the program during the application process based on a portfolio assessment indicator to determine their potential for success during the AAAI program;
   5. Work with employers to provide internship opportunities and develop training plans for those internships;
   6. Promote the AAAI programs to students and the community;
   7. Support the respective Department Chairs as the College District provides a textbook list to the School District so they can purchase/issue the books according to its own inventory and acquisition procedures;
   8. Provide a textbook list to the School District so they can issue/purchase the books according to their own inventory and acquisition procedures;
   9. Provide training sessions for the School District counselors to increase their understanding of the AAAI and the application process;
   10. Provide recruitment materials for use/distribution by the School District;
   11. Facilitate the transfer and/or placement of AAAI graduates into further higher education and/or employment;
   12. Collaborate with the College District, the School District and the Industry Participants on all matters pertaining to student rights, responsibilities, discipline and liabilities.
6. THE SCHOOL DISTRICT WILL:
   1. Award high school credits to the AAAI students for courses that meet dual credit requirements;
   2. Actively identify and support recruitment of students to fill the AAAI programs at the College District through their counseling offices;
   3. Provide access to mailing lists for recruitment purposes and designate an employee to facilitate communications with the AAAI;
   4. Provide transportation to the designated program site for students to participate;
   5. Develop individual student schedules that allow students to participate in the AAAI programs;
   6. Give appropriate high school credit for all courses in the AAAI programs;
   7. Ensure all AAAI programs, with current curriculums and the respective dual credit high school courses awarded, are identified and incorporated into the School District course catalogs and on the School Districts course selection documents/process;
   8. Provide the necessary college textbooks, hand tools and other learning materials according to its own inventory and acquisition procedures from the list provided by the College District through the respective Department Chairs in coordination with the AAAI and the Industry Participants;
   9. Provide the academic instruction and counseling required for students to meet the high school graduation requirements;
   10. Pay, or alternatively, the student will be responsible to pay, for all appropriate testing fees to meet the AAAI and the College District entrance requirements;
   11. Ensure upon successful completion of the AAAI program, students graduate from the School District with a high school diploma.
   12. Collaborate with the College District, the AAAI and the Industry Participants on all matters pertaining to student rights, responsibilities, discipline and liabilities.
7. THE CITY WILL:
   1. Provide financial support for the AAAI as directed by the City Council through the Interlocal Agreement between the City and the College District;
   2. Participate in the governance of the AAAI per the AAAI By-laws.
8. THE WORKFORCE SOLUTIONS ALAMO WILL:
   1. Identify AAAI students eligible for financial support and, within the constraints established by its funding sources, provide financial support for those students;
   2. Participate in the governance of the AAAI per the AAAI By-laws.
9. THE INDUSTRY PARTICIPANTS WILL:
   1. Collaborate through the AAAI governance structures to ensure that the curriculum provides an effective path to achieving the competencies required for successful employment in their industries;
   2. Assist the College District in optimizing the training aids and laboratory equipment to meet current standards and skill-set development requirements;
   3. Secure and provide paid intern sponsorships to satisfy curriculum requirements and to meet the available employment opportunities. Objective is to have a paid internship for participating students the summer after their junior year. Individual participating companies are responsible for paying the intern’s employment costs;
   4. Support the College District on-site evaluation of student internship performance;
   5. Participate in the governance of the AAAI per the AAAI By-laws.
10. FACULTY SELECTION, SUPERVISION, AND EVALUATION:
    1. The College District will provide qualified faculty to teach the courses in the AAAI programs to assure that the instruction is in accordance with the requirements and standards established by the State of Texas, the Southern Association of Colleges and Schools, and the College District. The instructors will be regularly employed by the College District **or** shall meet the same standards and approval procedures used by the College District to select faculty responsible for teaching the same courses at the main campuses or College District site of the College District.
    2. The College District will designate personnel to supervise and evaluate the instructors of the courses in the AAAI programs using the same or comparable procedures used for faculty on the main campuses of the College District.
    3. The College District will provide qualified faculty (in accordance with Subsection 10(a) herein) to teach the courses in the AAAI programs at a designated high school facility within the School District at no cost to the School District or the AAAI.
    4. Classes held at the College District will meet Monday through Friday and will follow the College District academic calendar except where a special calendar is required by a particular AAAI site. This special calendar will be determined cooperatively by the College District, the AAAI and the School District;
    5. Classes held at the School District will meet Monday through Friday and will follow the School District academic calendar
11. LOCATION OF CLASSES:
    1. FACILITIES AND EQUIPMENT FOR AAAI PROGRAMS AT THE COLLEGE DISTRICT:
12. The College District will provide access to classrooms and to appropriate laboratory facilities to AAAI students.
13. In addition, the College District will provide access to areas including but not limited to the library and computer laboratories used to support and enhance instruction of the AAAI programs.
14. The College District will provide all hand tools and laboratory supplies required for instruction of the AAAI programs that are otherwise available to non-dual credit students.
15. The facility and equipment requirements for the AAAI programs will be determined by the respective Department Chair with due consideration given to the Industry Participants’ input, and state, national and federal guidelines, and applicable statutes.
16. The College District’s respective Department Chair for each AAAI program will coordinate prior to the end of each academic year with the Industry Participants in order to determine any additional requirement(s) and/or new equipment required for the following academic year.
    1. FACILITIES AND EQUIPMENT FOR AAAI COURSES AT THE SCHOOL DISTRICT:
17. If applicable and agreed by all parties involved, AAAI programs may be established and conducted at a designated high school facility within the School District.
18. Support for courses conducted at such a designated high school facility will be addressed under a separate agreement between the parties involved.
    1. LABORATORY TECHNICIANS:
19. The College District will provide laboratory technician(s) to support the AAAI programs requirements, set up, breakdown and prepare classroom and laboratory equipment as required by the College District faculty in coordination with the respective Department Chair to deliver the required instructional components.
20. The laboratory technician(s) will be responsive to the guidance and requirements provided by the Department Chairs.
21. TUITION AND FEES:
    1. The College District will waive all internal tuition and fees for AAAI students in the dual credit courseswhich are part of the AAAI’s Academies’ curriculum and program of studies (number of credit hours earned and courses taken dependent on the approved academy program of study for each respective academy) if the student’s residency is within the Alamo Colleges’ service area or if the student resides outside the service area and attends Comal, Lytle, Northside, or Charlotte ISD.
    2. If the student’s residency is outside of the Alamo Colleges’ service area and the student is not in the Comal, Lytle, Northside, or Charlotte ISD, then **full tuition and fees will be charged for all dual credit hours**. (The counties in the service area are Atascosa (except for territory within Pleasanton ISD), Bandera, Bexar, Comal, Guadalupe (except for territory in San Marcos Consolidated ISD), Kendall, Kerr and Wilson.
22. COURSE CURRICULUM, INSTRUCTION, AND GRADING:
    1. The College District shall ensure that the AAAI’s program courses and the corresponding courses offered at the main campus or College District site of the College District are equivalent with respect to the curriculum, materials, instruction, and method/rigor of student evaluation.
    2. These standards will be upheld regardless of the student composition of the class.
23. BOOKS, LEARING MATERIALS AND TRANSPORTATION:
    1. The School District will be responsible for purchasing and providing all the necessary course textbooks, hand tools and other learning materials selected by the College District to support the industry-approved curriculum for the AAAI programs according to its own inventory and acquisition procedures.
    2. The respective Department Chairs in coordination with the AAAI staff will provide a textbook list to the School Districts so they can purchase/issue the books according to its own inventory and acquisition procedures.
    3. The School District will be responsible for transportation and associated costs to bus their students to and from the School District’s to the AAAI’s designated sites at the College District.
24. STUDENT ENROLLMENT REQUIREMENTS:
    1. AAAI students must enroll with the College District for each course in the program.
    2. Class sizes will be established by the respective College Department Chair, with due consideration given to the Industry Participant’s input, and state, national and federal guidelines, and applicable statutes.
25. STUDENT ELIGIBILITY:
    1. In compliance with the College District’s requirements, students must meet the eligibility criteria and academic prerequisites at the time of enrollment into the AAAI’s programs as determined by the respective Department Chair;
    2. The prerequisites will be identified on the AAAI’s website, application forms and the School District’s course catalogs;
    3. The AAAI students are enrolled in an identified program of study for each respective academy;
    4. The AAAI students may enter the program based on a portfolio assessment indicator for success during the application process;
    5. In addition, under Title 19, Education, Part 1, Texas Higher Education Coordinating Board, Chapter 4, Rules Applying to all Public Institutions of Higher Education in Texas, Subchapter D, Dual Credit Partnerships between Secondary Schools and Texas Public Colleges, Rule §4.85, Dual Credit Requirements: A high school student is eligible to enroll in workforce education dual credit courses like the AAAI programs in the eleventh and/or twelfth grade if the student demonstrates that he or she has achieved the minimum high school passing standard on the Mathematics section and/or the English/Language Arts section on the tenth or eleventh grade TAKS; A student may enroll only in those workforce education dual credit courses for which the student has demonstrated eligibility; A student who is exempt from taking TAKS may be otherwise evaluated by an institution to determine eligibility for enrolling in workforce education dual credit courses.
26. COMPOSITION OF AAAI CLASSES: Courses will be composed of the AAAI dual credit students.
27. ACADEMIC POLICIES AND STUDENT SUPPORT SERVICES:
    1. Regular academic policies applicable to courses taught at the College District’s main campus or College District site will also apply to the AAAI dual credit courses;
    2. Students in the AAAI dual credit courses will be eligible to utilize the same or comparable support services that are afforded the College District’s students on the main campus;
    3. The College District is responsible for ensuring timely and efficient access to such services (e.g., academic advising and counseling), to learning materials (e.g., library resources), and to other benefits for which the student may be eligible.
28. TRANSCRIPTING OF CREDIT: For the AAAI dual credit courses, the College District as well as the School District, credit will be transcripted immediately upon a student's completion of the performance required in the course.
29. TERM AND TERMINATION:
    1. This agreement shall be in effect for ten (10) years, commencing from the beginning of the College District’s fall session in 2010 and terminating at the end of the 2020-2021 academic year in July 2021;
    2. This Agreement shall automatically renew for up to five (5) successive one-year terms thereafter unless either party gives notice of non-renewal to the other party not less than ninety (90) days prior to the expiration of any term.
    3. If at any time during the term of this Agreement the Dual Credit Agreement between Alamo Colleges and the School District is terminated for any reason, this Agreement shall govern the provision of dual credit courses until such time Alamo Colleges and the School District execute a new Dual Credit Agreement.
30. ALL PARTIES AGREE:
    1. To certify that their sites are ADA compliant.
    2. To comply with all applicable provisions of the Family Educational and Privacy Rights Act 20 U.S.C. §1232g.
    3. In all cases, to comply with all federal, state, and local laws applicable to this Agreement.
    4. To have in place and abide by a policy prohibiting sexual harassment.
31. AMENDMENTS/REVISIONS: This Agreement may be amended by mutual written agreement of all parties by issuing an Amendment to this Agreement.
32. NOTICE: All notices, demands, or requests from one party to the other may be personally delivered or sent by email and mail, certified or registered, postage prepaid, to the addresses stated in this section, and are considered to have been given at the time of personal delivery or mailing.

All notices, demands, or requests to **the College District** shall be given or mailed to:

Chancellor

Alamo Colleges

201 W. Sheridan

San Antonio, Texas 78204

Tel: 210/485-0020

With Copy To:

Vice Chancellor of Economic and Workforce Development

Alamo Colleges

201 W. Sheridan

San Antonio, Texas 78204

Tel: 210/485-0015

All notices, demands, or requests to **the School District** shall be given or mailed to:

Superintendent

Participating ISD

Address

Telephone number

All notices, demands, or request to **the AAAI** shall be given or mailed to:

Board Chairman

Alamo Academies

312 Clarence Tinker Dr.

San Antonio, Texas 78226

Tel: 210/485-0811

All notices, demands, or requests to **the City** shall be given or mailed to:

Director, International and Economic Development Department

P.O. Box 839966

San Antonio, Texas 78283

Tel: 210/207-8040

All notices, demands, or requests to **the Workforce Solutions Alamo** shall be given or mailed to:

Executive Director

Workforce Solutions Alamo

115 E. Travis, Suite 220

San Antonio, TX 78205

Tel: 210/581-1093

All notices, demands, or requests to **the Industry Participants** shall be given or mailed to:

Industry Participant

Address

Telephone number

1. CHOICE OF LAW: This Agreement is to be performed in Bexar County, Texas, and is governed by the Constitution and the laws of the State of Texas. The venue of any suit arising from this Agreement shall be in Bexar County, Texas.
2. NONASSIGNABILITY: Parties herein shall not assign any interest in this Agreement and shall not transfer any interest in same without prior written consent of all parties.
3. INDEPENDENT CONTRACTOR: Parties shall provide services pursuant hereto, as independent contractors. All parties understand that the tasks, the details of which all parties do not have legal right to control and no such control are assumed by this Agreement. This Agreement does not create an employment relationship, partnership, or joint venture between the parties (or their employees). No party nor its employees shall be deemed employees of each other for any purpose whatsoever, and neither shall be eligible to participate in any benefit program provided by either party.
4. NO THIRD PARTY BENEFICIARIES: Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon any person, firm or corporation other than the parties hereto and their respective successors or assigns, any remedy or claim under or by reason of this Agreement or any term, covenant or condition hereof, as third party beneficiaries or otherwise, and all of the terms, covenants and conditions hereof shall be for the sole and exclusive benefit of the parties hereto and their successors and permitted assigns.
5. COUNTERPARTS: This Agreement may be executed in counterparts, each one of which shall be an original, and different parties may sign different counterparts, all of which shall constitute but one document.
6. ENTIRE AGREEMENT: This Agreement is the complete agreement between the parties relating to the subject matter herein and supersedes and, if applicable, terminates all prior and contemporaneous proposals, agreements, understandings, representations, purchase orders, invoices and communications, whether oral or written relating to the subject matter herein.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by its duly authorized officer, to become effective as of the date stated in Paragraph 19 herein.

**ALAMO AREA ACADEMIES, INC.:**

By:

Klaus Weiswurm Date

Alamo Area Academies Inc., Board Chairman

**PARTCIPATING INDEPENDENT SCHOOL DISTRICT (ISD):**

By:

Name Date

Superintendent

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Independent School District**

**CITY OF SAN ANTONIO**

By:

Mr. Ed Davis Date

Director, International and Economic Development Department

**WORKFORCE SOLUTIONS ALAMO**

By:

To be named Date

Executive Director

**INDUSTRY PARTICIPANT**

By:

Name Date

Position

**Company Name:**

**ALAMO COMMUNITY COLLEGE DISTRICT:**

By:

Dr. Robert Zeigler Date

President of San Antonio College

By:

Dr. Adena Williams Loston Date

President of St. Philip’s College

By:

Dr. Bruce H. Leslie Date

Chancellor