**EDUCATIONAL SERVICES AGREEMENT**

**COLLEGE-BASED WORKFORCE EDUCATION & TRAINING- COMMUNITY EDUCATION**

This Agreement is made by and between the Alamo Community College District on behalf of the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **College Workforce Education & Training Community Education** (hereinafter referred to as “**Alamo Colleges**”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as “**INSTITUTION**”), collectively referred to herein as “**the Parties**.”

In consideration of the premises and of the mutual covenants and agreements herein contained, the parties hereby enter into this Agreement for the limited purposes and upon the terms, provisions, and conditions set forth.

# 1. SCOPE OF AGREEMENT AND LIMITATIONS OF AUTHORITY

* 1. **1.1** The purpose of this Agreement is to retain the services of **Alamo Colleges** to provide educational training to INSTITUTION employees in various areas of concentration.
  2. **1.2** In the performance of the work, duties and obligations hereunder, it is mutually understood and agreed that **Alamo Colleges** shall not be considered an employee or partner of **INSTITUTION**. **INSTITUTION** shall not have control, direction and/or dominion over **Alamo Colleges** other than the terms of this Agreement.
  3. **1.3** Neither **Alamo Colleges** nor **INSTITUTION** has the authority to act for or on behalf of each other except as provided for in this Agreement and no other authority, power or use is granted or implied.
  4. **1.4 Alamo Colleges** may not incur any debt, obligation, expense, or liability of any kind on behalf of **INSTITUTION** without said party’s expressed written permission.

# 2. TERM AND TERMINATION

**2.1** The term of this Agreement shall be from **xxxx**, 201 to **xxxx**, 201, for a total of **xxxx** or TBD hours, unless terminated sooner as provided in Section 2.2 herein.

**2.2** This Agreement may be terminated by either: (1) written agreement of both parties; or (2) by unilateral written notice of termination at least 30 days prior to the beginning of any scheduled course.

**2.3** Should termination occur, both parties shall be relieved of any further liabilities and rights under this Agreement, except for payment of fees accrued through date of termination.

**3. DUTIES AND OBLIGATIONS**

**3.1 Alamo Colleges** agrees to provide **INSTITUTION** with the following services as described:

1. Customized training as described on **Exhibit 1**, which is attached hereto and made a part of this Agreement;
2. Provide classrooms for, and coordination of, all courses, if applicable to client **INSTITUTION** requirements;
3. Development of curriculum and materials, including testing development, administration, and scoring in order to enable the **INSTITUTION** to determine the necessity and effectiveness of the training provided by **Alamo Colleges**, if applicable to client **INSTITUTION** requirements;
4. Instruction for all courses;
5. Daily sign-in sheet for each day class is held, if applicable to client **INSTITUTION** requirements; and
6. Certificates of completion for each course, if applicable to client **INSTITUTION** requirements.

**3.2** **Enrollment Requirements:**

1. Minimum number of **xxxx** **(for per-course pricing, should be 1; for per-student pricing, should be minimum set in pricing model)** students must be enrolled in each course. Failure to meet the minimum enrollment requirement may result in cancellation of the course.
2. Maximum number of **xxxx (OR “see Exhibit 1” if multiple courses with different minimums)** students may be enrolled in each course.
3. Open entry – open exit **is or is not** permitted.

**3.3 Alamo Colleges** agrees to hold classes as requested by **INSTITUTION** in accordance with Sections 3.1 and 3.2 herein, and if this Agreement is terminated pursuant to Section 2.2 herein classes may be subject to cancellation.

**4. PAYMENT TERMS**

**4.1** **Alamo Colleges** shall be paid for the customized training provided to **INSTITUTION** at the rate(s) described in **Exhibit 1** which is attached hereto and made a part of this Agreement.

**4.2** The cost of each course, described in **Exhibit 1**, includes facilities, instructional supplies and materials, and administrative/indirect costs.

**4.3** **Alamo Colleges** will invoice **INSTITUTION** within thirty (30) days of the commencement of the course.

**4.4** **Alamo Colleges** must receive payment in full within thirty (30) days of receipt of the invoice. Please remit payment to:

**ALAMO COLLEGES**

**Accounts Receivables Office**

**811 West Houston**

**Suite 207**

**San Antonio, TX 78207**

**4.5** Payment **does / does not** include the cost of textbooks or reference books.

**4.6** **Alamo Colleges** will send all invoices to **INSTITUTION** at the following address:

|  |  |
| --- | --- |
| Name: |  |
| Company: |  |
| Address: |  |
| City/State/Zip |  |
| Telephone: |  |
| Email: |  |
|  |  |

**5. CURRICULUM CONFIDENTIALITY.**

In exchange for receiving a copy of the curriculum for the training course provided by **Alamo Colleges** pursuant to this Agreement, **INSTITUTION** agrees to safeguard the curriculum and to refrain from reproduction, distribution, or other use of the curriculum for any purpose other than internal review (collectively, “Use”), without the written consent of **Alamo Colleges**. **INSTITUTION** agrees to make a report to **Alamo Colleges** of any prohibited Use within one business day after learning of same that identifies (i) the nature of the Use; (ii) the curriculum information Used; (iii) to the extent determinable, the persons Using or receiving the curriculum; (iv) **INSTITUTION**’s intended action for mitigating adverseUse consequences; and (v) **INSTITUTION**’s intended corrective action for prevention of future such Use. **INSTITUTION** agrees to provide such written report as **Alamo Colleges** may request.

**6. INSURANCE**

**Alamo Colleges** maintains insurance coverage for claims or causes of action brought for which immunity has been waived under the provisions of the Texas Tort Claims Act.  If services are to be performed on **INSTITUTION’S** premises and as partial consideration for the performance of the services, **INSTITUTION** shall maintain comprehensive general liability insurance in the minimum amount of $1,000,000 for each claim and $2,000,000 aggregate, during the period of performance of this Agreement.

**7. CHOICE OF LAW**

This Agreement will be interpreted according to the Constitution and laws of the State of Texas. Venue of any court action brought directly or indirectly by reasons of this agreement shall be in Bexar County, Texas. This Agreement is made and is to be performed in Bexar County, Texas, and is governed by the Constitution and the laws of the State of Texas.

**8. NOTICES**

All notices given pursuant to this Agreement shall be in writing and shall either be mailed by first class mail, postage prepaid, registered or certified with return receipt requested, or delivered in person to the intended addressee, or sent by fax or overnight delivery service. Notice mailed shall be effective on mailing. Notice given in any other manner shall be effective on receipt. For purposes of notice, the addresses of the Parties shall be as stated under their names as set forth herein, provided, however, that each Party shall have the right to change its address for notice hereunder to any other location by the giving of 10 days of notice to the other Party in the manner set forth above. Notices shall be given to the following:

**INSTITUTION: ALAMO COMMUNITY COLLEGE DISTRICT:**

**(Alamo Colleges)**

|  |  |
| --- | --- |
| Att’n: | Att’n: |
| Institution: | College: |
| Address: | Address: |
| City/ST/Zip: | City/ST/Zip: |
| Email: | [xxx@alamo.edu](mailto:xxx@alamo.edu) |
|  |  |

Authorized signatures below constitute acceptance of the terms and conditions set forth in this Agreement.

**INSTITUTION: ALAMO COMMUNITY COLLEGE DISTRICT:**

**(Alamo Colleges)**

|  |  |
| --- | --- |
| By: | By: |
| Print Name: | Print Name: |
| Title: | Title: |
| Date: | Date: |

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**EDUCATIONAL SERVICES AGREEMENT**

Between

**ALAMO COMMUNITY COLLEGE DISTRICT ON BEHALF OF**

**COLLEGE-BASED WORKFORCE EDUCATION & TRAINING – COMMUNITY EDUCATION**

And

**xxxx**

### EXHIBIT 1

COURSE DESCRIPTION, OUTCOMES, INSTRUCTIONAL HOURS, & COST:

**Course (Hours)**

**TITLE (Rubric, if necessary)**

**Dates:**

**Time:**

**Days:** \_\_\_\_\_\_\_\_\_\_\_\_

**Total Hours:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Location:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Minimum:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Maximum:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Course Description: xxx**

**End-of-Course Outcomes:** **xxx**

|  |  |  |
| --- | --- | --- |
| TOTAL COST PER CLASS/COURSE: | | $xx |
| (NOTE: The minimum number of students is described above. The class/course will not start without the minimum number of students required, without the INSTITUTION’S prior written approval. Should the INSTITUTION direct the Alamo Colleges to start the course with a class count below the minimum number of students, the INSTITUTION is still responsible for full payment of $xxx.) |

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  | If class/course has a minimum of **5** students and a maximum of **12** students and a Total Cost Per Class/Course of $**7,678**, then the cost to the INSTITUTION is: | | | | | | | | | | | | | | |
| Course Name | | Rubric  Course # | Total Hours | *No. of Stu-dents* | *No. of Stu-dents* | *No. of Stu-dents* | *No. of Stu-dents* | *No. of Stu-dents* | *No. of Stu-dents* | *No. of Stu-dents* | *No. of Stu-dents* | *No. of Stu-dents* | *No. of Stu-dents* | *No. of Stu-dents* | *No. of Stu-dents* |
| **1** | **2** | **3** | **4** | **5** | **6** | **7** | **8** | **9** | **10** | **11** | **12** |
| Front Office | | HAMG  1013 | 95 | $7,678 | $7,678 | $7,678 | $7,678 | $7,678 | $7,678 | $7,678 | $7,678 | $7,678 | $7,678 | $7,678 | $7,678 |

**OR**

|  |  |  |
| --- | --- | --- |
| TOTAL COST PER PERSON: | | $xx |
| (NOTE: The minimum number of students is described above. The class/course will not start without the minimum number of students required, without the INSTITUTION’S prior written approval. Should the INSTITUTION direct the Alamo Colleges to start the course with a class count below the minimum number of students, the INSTITUTION is still responsible for full payment of $xxx/person for the minimum of xxx persons.) |

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  | If class/course has a minimum of **5** students, a maximum of **12** students, and a Total Cost Per Person of $**2,164**, then the cost to the INSTITUTION is: | | | | | | | | | | | | | | |
| Service  Type | | Rubric  Course # | Total Hours | *No. of Stu-dents* | *No. of Stu-dents* | *No. of Stu-dents* | *No. of Stu-dents* | *No. of Stu-dents* | *No. of Stu-dents* | *No. of Stu-dents* | *No. of Stu-dents* | *No. of Stu-dents* | *No. of Stu-dents* | *No. of Stu-dents* | *No. of Stu-dents* |
| **1** | **2** | **3** | **4** | **5** | **6** | **7** | **8** | **9** | **10** | **11** | **12** |
| Front Office | | HAMG  1013 | 95 | $10,820 | $10,820 | $10,820 | $10,820 | $10,820 | $12,984 | $15,148 | $17,312 | $19,476 | $21,640 | $23,804 | $25,968 |