

AN ORDINANCE 2011-08-18-0680

APPROVING THE RENEWAL OF AN INTERLOCAL AGREEMENT WITH ALAMO COMMUNITY COLLEGE DISTRICT EFFECTIVE SEPTEMBER 1, 2011 TO ADMINISTER FUNDS FOR EDUCATION AND TRAINING PROGRAMS IN ACCORDANCE WITH THE ACCD SETTLEMENT AGREEMENT; AND APPROVING RELATED AGREEMENTS.

* * * * *

WHEREAS, in March 2001, City Council authorized a 15-year Settlement Agreement with the Alamo Community College District (“ACCD”) to establish, in escrow, the City’s 14% of CPS Energy revenue collected from ACCD’s monthly natural gas and electrical billings; and

WHEREAS, through this Agreement, the parties agreed to use these funds as training credits, whereby ACCD would provide training for City employees, various designated City programs, customized workforce training, and other programs in support of the City’s economic development efforts and strategies; and

WHEREAS, the proposed renewal of the Interlocal Agreement and budget encompasses a 12-month period from September 1, 2011 to August 31, 2012 and, based on projected CPS Energy revenues for ACCD facilities, staff is estimating a FY 2012 budget of \$1,119,530; and

WHEREAS, staff is recommending the following budget and funding for the following programs:

Alamo Area Academies (AAAA, ITSA, MTA, HPA)	\$ 447,789
Leadership, Management and Work Skills Training for City Employees (HR)	\$ 340,508
Workplace Literacy Training for City Employees (HR)	\$ 150,000
Community Workforce Training (DCI)	\$ 79,640
Customized Training (IEDD) to include a Mentor-Protégé and Bonding Assistance Program for Small Businesses	\$ 101,593
TOTAL	\$1,119,530

- Alamo Area Academies - An innovative training and educational partnership, providing education, experience and job opportunities for high school students seeking to jump-start their careers and make a seamless transition from high school to college and/or the workplace. The Alamo Area Academies include the Alamo Area Aerospace Academy (AAAA), the Information Technology & Security Academy (ITSA), the Manufacturing Technology Academy (MTA) and the Health Professions Academy (HPA). The Academies graduated 638 students between 2002 and 2011. This funding helps support administrative

salaries and other costs not covered by the Academies' other partners.

- City's Department of Human Resources (HR) - Provides customized training and tuition assistance to City employees. This funding will train City employees in, but not be limited to, executive leadership, managerial programs, supervisor training, project management, generational differences and business writing. HR will also administer a workplace literacy training program for City employees to provide language training to front-line staff to improve communication skills between staff and public customers. Priority for this training will be given to staff that have a high degree of contact with the public and/or that supervise staff with limited English proficiency.
- City's Department of Community Initiatives (DCI) – DCI utilizes this supplemental funding to provide long-term technology training and community workforce literacy training to 1,200 citizens to enable them to acquire and retain employment.
- Customized Job Training – This program is administered through the International and Economic Development Department (IEDD) to offer training assistance through ACCD to companies in targeted industries looking to locate or expand in San Antonio. In FY 2012, staff intends to use these funds to implement new Mentor-Protégé and Bonding Assistance Programs pursuant to the SBEDA Ordinance. These programs will provide capacity-building educational courses specific to the needs of small businesses awarded or seeking a City contract, provide individualized business counseling, and facilitate mentor-protégé partnerships, which allow small businesses to learn successful business practices from experienced industry leaders; **NOW THEREFORE:**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. City Council approves the renewal of the Interlocal Agreement and budget with the Alamo Community College District effective September 1, 2011, a copy of which is attached hereto as Attachment I.

SECTION 2. City Council also approves the template agreement to be utilized for the training programs funded through the budget approved in Section 1 above, a copy of which is included as Attachment II.

SECTION 3. The City Manager or her designee is authorized to execute the agreements approved in Sections 1 and 2 above.

SECTION 4. City Council further approves the Agreement between Alamo Colleges, Alamo Area Academies, Inc., the Participating Independent School District, City of San Antonio, Workforce Solutions Alamo and the Industry Participants, a copy of which is included as Attachment III, which commits the funding in the budget approved in Section 1 for the Alamo Area Academies, and authorizes the Director of the International and Economic Development Department to execute this Agreement.

SECTION 5. This Ordinance shall be effective immediately upon the receipt of at least eight affirmative votes; in the event that less than eight (8) affirmative votes are received, then this Ordinance shall be effective on the tenth (10th) day after passage.

PASSED AND APPROVED this 18th day of August, 2011.



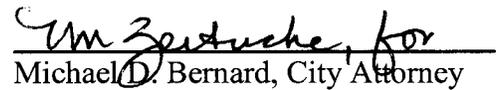
M A Y O R

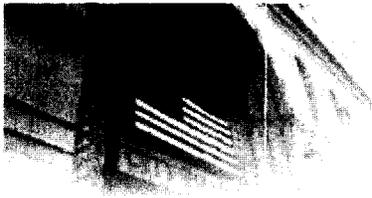
Julián Castro

ATTEST:


Leticia M. Vacek, City Clerk

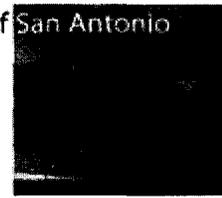
APPROVED AS TO FORM:


Michael D. Bernard, City Attorney



Request for
COUNCIL
ACTION

City of San Antonio



Agenda Voting Results - 23

Name:	5, 6, 7, 8, 11, 12, 13, 16A, 16B, 17A, 17B, 17C, 17D, 17E, 17F, 17G, 17H, 17I, 17J, 17K, 17L, 17M, 17N, 17O, 17P, 17Q, 17R, 17S, 17T, 17U, 18, 19A, 19B, 20A, 20B, 21A, 21B, 22, 23, 24, 26, 27, 28A, 28B, 28C						
Date:	08/18/2011						
Time:	09:26:10 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance approving the renewal of an Interlocal Agreement with Alamo Community College District effective September 1, 2011, to administer funds for education and training programs in accordance with the ACCD Settlement Agreement; and approving related agreements. [A.J. Rodriguez, Deputy City Manager; Rene Dominguez, Director, International and Economic Development]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Diego Bernal	District 1		x				
Ivy R. Taylor	District 2		x				
Jennifer V. Ramos	District 3		x			x	
Rey Saldaña	District 4		x				
David Medina Jr.	District 5		x				
Ray Lopez	District 6		x				
Cris Medina	District 7		x				
W. Reed Williams	District 8		x				
Elisa Chan	District 9		x				x
Carlton Soules	District 10		x				

ATTACHMENT I

INTERLOCAL AGREEMENT BETWEEN ACCD AND CITY

This Agreement is entered into by and between the City of San Antonio (hereinafter referred to as "CITY"), acting by and through its City Manager or her designee, pursuant to Ordinance No. _____ passed and approved on August 18, 2011, and the Alamo Community College District (hereinafter referred to as "ACCD") acting by and through the Chancellor or designee, pursuant to the minute order passed by the ACCD Board of Trustees on August 16, 2011, (collectively, the "Parties") having agreed, through the Settlement Agreement, attached hereto and incorporated herein for all purposes as Exhibit I, to establish an Account to provide customized training and college hours to CITY employees and various designated CITY programs and for any other lawful purpose in furtherance of CITY'S Economic Development Strategies and Workforce Development, and agree that same shall be administered and implemented as described below.

I. **DEFINITIONS**

- 1.1 The term "ACCD" as used herein shall refer to the Alamo Community College District.
- 1.2 The term "Account" as used herein shall refer to that account established pursuant to the Settlement Agreement (Exhibit I) which consists of Proceeds to be used in connection with this Agreement.
- 1.3 The term "CITY" as used herein shall refer to the City of San Antonio.
- 1.4 The term "CPS" as used herein shall refer to the City of San Antonio CPS Energy, formerly known as City Public Service, or its successor in interest.
- 1.5 The term "Proceeds" as used herein shall refer to fourteen percent (14%) of the electric and natural gas charges billed by CPS Energy to the Alamo Community College District, which may otherwise collectively be referred to as "Funds".

II. **TERM**

- 2.1 While the Parties agree that the Term of this Agreement formerly coincided with the term of the Settlement Agreement (attached hereto and incorporated herein as Exhibit I), which said Term is agreed to be fifteen (15) years, from April 1, 2001 through March 31, 2016, the Parties acknowledge that pursuant to the Interlocal Cooperation Act, this Agreement is subject to annual review. The Parties agree that the Term of this Agreement shall now coincide with **Alamo College's** fiscal year, and shall commence September 1, 2011 and terminate August 31, 2012 and may be renewed, annually, for four (4) additional one (1) year terms, plus one (1) additional renewal term through March 31, 2016, or until such time as all Proceeds plus interest and investment earnings, having accrued pursuant to the Settlement Agreement, are utilized by CITY, subject to subsequent City Council and ACCD Board approval.
- 2.2 Should ACCD decide not to renew this Agreement pursuant to the provisions of Subsection 2.1, all Proceeds, interest and investment earnings remaining unused by CITY shall be paid over to CITY, in cash, upon written notice by CITY to ACCD; and Proceeds, interest and investment earnings which would otherwise have been deposited in the Account for use by CITY in connection with this Interlocal Agreement and the Settlement Agreement, shall be paid directly to CITY, on an annual basis, for the balance of the 15-year Term hereof.

III.
ACCOUNTING FOR DEPOSITS

- 3.1 Within thirty (30) days following the end of each quarter -- March 31st, June 30th, September 30th and December 31st -- during the term of this Agreement, **ACCD** shall provide to **CITY**, through its Director of Finance at the Riverview Towers, 5th Floor, San Antonio, Texas 78205, as well as through its Director of International and Economic Development at P.O. Box 839966, San Antonio, Texas 78283-3966, in accordance with Section X. (Notice), an accounting of the Account established pursuant to Subsection 3.1 of the Settlement Agreement. **ACCD** shall provide a copy of the monthly TexPool Investment Pool statement, which indicates interest earned per month, and **ACCD**'s monthly CPS analysis statement; including its calculation of the 14% attributable to **CITY** plus any interest and investment earnings for the quarter.

IV.
DESIGNATION OF PROGRAMS, HOURS AND TRAINING

- 4.1 In lieu of receipt of a portion of the Proceeds, in the amount of \$2,981,571.92 by **CITY**, **ACCD** agreed to utilize such Funds to establish a high-technology center which could include, but not be limited to, finish-out of Building 210 located at Kelly AFB, or other equivalent facility, so long as such facilities are used for the purpose of providing customized training, college hours to **CITY** employees, various **CITY**-designated programs or for any other lawful purpose that supports **CITY**'s Economic Development Strategies and Workforce Development.
- 4.2 In lieu of receipt of a portion of the Proceeds which have accrued for the period from January 1, 2000 through the commencement date of this Agreement, **ACCD** agrees to provide, and **CITY** agrees to accept, college hours for **CITY** employees and programs designated by **CITY**, including tuition reimbursement and/or any other lawful purpose that supports **CITY**'s Economic Development Strategies and Workforce Development.

Exclusive of those **CITY** employees applying for tuition reimbursement, no less than five (5) days prior to the commencement of **ACCD**'s Spring, Summer and Fall training, respectively, **CITY** agrees to provide **ACCD** with the number of **CITY** employees and designated **CITY** program participants to receive college hours, as applicable.

- 4.3 The Parties agree that **CITY** is not required to use any specific amount of college hours, training, books or materials in any given semester or year and that all Proceeds in the Account including, but not limited to, Proceeds plus interest and investment earnings shall be maintained by **ACCD** in the Account until all sums are used by **CITY** in accordance with provisions of this Agreement and the Settlement Agreement (Exhibit I).
- 4.4 **CITY** agrees to request customized training for **CITY** employees and/or entities or programs designated by **CITY**, through its Director of International and Economic Development Department, or his designee, or for any other lawful purpose in furtherance of **CITY**'S Economic Development Strategies and Workforce Development. Furthermore, **CITY** agrees to inform **ACCD**, no less than five (5) days prior to the commencement of customized training, the designated number and names of the City program participants in the requested customized training, as applicable.
- 4.5 The Parties agree that, pursuant to the stated intent of the Settlement Agreement, funds from the **ACCD**-Utilities Escrow Settlement account may be utilized for various **CITY**-designated programs, as well as for any other lawful purpose in furtherance of **CITY**'s economic development

strategies and workforce development, to include authority for CITY's Director of International and Economic Development Department, with the concurrence of the ACCD Vice Chancellor for Economic and Workforce Development, to adjust budgetary line item allotments, up to fifty thousand dollars (\$50,000.00), as necessary to further the purposes of this provision and Agreement.

V.

ACCOUNTING FOR PROGRAMS, EDUCATION AND TRAINING

- 5.1 ACCD will, at the commencement of the semester or scheduled training, as applicable, send an invoice to the CITY listing all individuals registered in those classes. Once approved by the CITY, ACCD may withdraw from the Account established pursuant to Section III of the Settlement Agreement, (Education and Training Account), an amount equal to the costs of said college hours, training, books and/or materials, or for any other lawful purpose in furtherance of City's Economic Development Strategies and Workforce Development, deposit said funds in ACCD's general fund, and forward to the CITY Director of Finance and Director of International and Economic Development a quarterly accounting of the withdrawal. If a dispute arises regarding whether the hours were taken, training was provided, certain books and materials were used, or regarding the costs used to calculate the amount to be withdrawn from the Account, that portion in dispute shall be returned to the established Account until the dispute has been resolved, in accordance with Section VII, (Audit of Records).

The Parties (CITY and ACCD) agree and understand that the Proceeds available for reimbursement (not to exceed \$80,000.00) to ACCD for Administrative Costs to administer and implement this Interlocal Agreement, pursuant to Section II of the Settlement Agreement (Building Account) regarding the Advanced Technology Center, have been exhausted as provided for in a prior term of this Interlocal Agreement. The Parties further agree and understand that the authority for said reimbursement toward Administrative Costs under the Settlement Agreement, and pursuant to this Interlocal Agreement, expired on March 31, 2004.

- 5.2 In calculating the cost of college hours, customized training books, materials, or for any utilization in furtherance of CITY's Economic Development Strategies and Workforce Development, ACCD agrees to use the rates or costs in effect at such time as the college hours are taken or the customized training is provided and the books and materials are utilized. In the event no rate or cost is established for the requested training, or for the specific books and materials, CITY and ACCD shall agree, in writing, on a rate to be used in said calculation.

Any refund of costs must be in accordance with ACCD refund policies in effect at such time as the college hours are taken or the customized training is provided.

- 5.3 No later than sixty (60) days after the conclusion of each semester, ACCD shall provide CITY, through the Director of International and Economic Development, with an accounting as follows: (1) list of CITY employees and designated CITY program participants completing ACCD college hours; (2) number of college hours completed; (3) cost per college hour; (4) list of books and materials utilized, if applicable; (5) cost of books and materials, if applicable; and (6) total cost.
- 5.4 No later than sixty (60) days after the conclusion of each customized training session, ACCD shall provide CITY, through the Director of International and Economic Development, with an accounting as follows: (1) name of CITY-designated Program for which training was provided; (2) description of the customized training; (3) number of hours training utilized; (4) cost per training hour or rate; (5)

list of books and materials utilized, if applicable; (6) cost of books and materials, if applicable; and (7) total cost.

VI. **RECORD RETENTION**

- 6.1** ACCD shall retain all records, documents and accounting records created or pertaining, directly or indirectly, to this Agreement, throughout the Term of this Agreement, and for the longer of that period which CITY or ACCD is required to retain such documents, as established by the Texas State Library and Archives Commission. Upon conclusion of such period, ACCD agrees to make copies, electronic copies will be permissible, at the CITY's request, of all such records, documents and accounting records for City or its designated representative, that have not been furnished previously pursuant to this Agreement or the Settlement Agreement, subject to a student's consent, as required by law and if applicable, at no additional cost to CITY.

VII. **AUDIT OF RECORDS**

- 7.1** In the event a dispute arises between CITY and ACCD regarding whether certain college hours were taken, training was provided, certain books and materials were used, the costs used to calculate the amount to be withdrawn from the Account under Section V. (Accounting for Education and Training), or generally regarding the utilization and expenditure of Proceeds, ACCD shall procure the services of an independent, third party Certified Public Accountant to audit all records maintained in connection with this Agreement. Such audit shall commence no later than thirty (30) days from the date of notice of said dispute. Any portion of the Proceeds in dispute shall be maintained in the established Account until the dispute has been resolved as a result of said audit.
- 7.2** CITY shall procure the services of an independent, third party Certified Public Accountant to develop a Procedures Manual for the auditing, evaluation of processes and procedures, and verification of fund accounting related to programs, education and training provided pursuant to the terms of this Agreement.
- 7.3** The cost of the audit(s) and Procedures Manual required by Subsections 7.1 and 7.2 may be paid out of the Education and Training Account, established through Section III, (Education and Training Account), of the Settlement Agreement.
- 7.4** ACCD shall maintain all records, documents and accounting records generated directly or indirectly as a result of this Agreement at its main office and shall make such records, documents and accounting records available to CITY, during ACCD's regular business hours, as often as CITY deems necessary, for purposes of auditing, inspecting or making copies of same by CITY or its designated representative(s), subject to a student's consent, as required by law.

VIII. **AMENDMENT**

- 8.1** No amendment, modification or alteration of the terms of this Agreement shall be binding unless the same be in writing, dated subsequent to the date hereof, duly executed by the Parties and authorized by the Parties' respective governing body.

IX.
TERMINATION

- 9.1 In the event **CITY** terminates this Agreement prior to the expiration of the 15-year Term of the Settlement Agreement, the Parties agree to meet and confer regarding the utilization and expenditure of Proceeds.
- 9.2 In the event **ACCD** terminates this Agreement prior to the expiration of the 15-year Term of the Settlement Agreement, all Proceeds, interest and investment earnings remaining unused by **CITY** shall be remitted to **CITY**, in cash, upon written notice by **CITY** to **ACCD**; and Proceeds, interest and investment earnings which would otherwise have been deposited in the Account for use by **CITY** in connection with this Agreement, shall be paid directly to **CITY**, on an annual basis, for the balance of the 15-year Term hereof.

X.
NOTICE

- 10.1 Unless specifically provided for otherwise, any notice required or permitted to be given under this Agreement shall be given in writing and sent certified mail, return receipt requested, postage prepaid to **CITY** or **ACCD** at the addresses set forth below, or to any other address of which written notice of change is given:

CITY OF SAN ANTONIO

City of San Antonio
Attn: Director
International and Economic Development Department
P.O. Box 839966
San Antonio, Texas 78283-3966

City of San Antonio
City Clerk's Office
City Hall, 2nd Floor
San Antonio, Texas 78205

and

ALAMO COMMUNITY COLLEGE DISTRICT

Chancellor
201 W. Sheridan, Building B
San Antonio, Texas 78204-1429

XI.
VENUE AND GOVERNING LAW

- 11.1 Venue and jurisdiction arising under or in connection with this Agreement shall lie exclusively in Bexar County, Texas.
- 11.2 This Agreement shall be construed under and in accordance with the constitution and the laws of the State of Texas.

EXHIBIT I
SETTLEMENT AGREEMENT

SETTLEMENT AGREEMENT

WHEREAS, in 1987, the Fourth Court of Appeals in City of San Antonio v. Alamo Community College District, rendered judgement in favor of the City of San Antonio ("CITY") requiring the Alamo Community College District ("ACCD") to pay that portion of their electric and natural gas service bills destined to be paid to the City; and

WHEREAS, in the spirit of cooperation, the parties have agreed to a release, and an expenditure of a portion of the Proceeds to establish a High Technology Center to be utilized in furtherance of CITY'S Economic Development Strategies and Workforce Development; and

WHEREAS, the parties have also agreed to the establishment of an Account and expenditure of Proceeds therein to provide customized training, classroom hours, books and materials for CITY employees, various CITY designated programs and for any other lawful purpose in furtherance of CITY'S Economic Development Strategies and Workforce Development subject to the terms established herein; and

WHEREAS, the parties have attached an Interlocal Agreement between the CITY and ACCD for the purpose of memorializing the parties intent as to the annual implementation and administration of the customized training classroom hours and materials to CITY employees, various CITY designated programs and for any other lawful purpose in furtherance of CITY'S Economic Development Strategies and Workforce Development, which is attached as Exhibit "A" and is hereby incorporated into this Agreement for all purposes; and

WHEREAS, the parties wish to memorialize their mutual assent by means of this Agreement; **NOW THEREFORE:**

The City of San Antonio (hereinafter referred to as "CITY"), acting through its City Manager, Alexander E. Briseño, pursuant to Ordinance No. 93625, passed and approved March 22, 2001, and the Alamo Community College District (hereinafter referred to as "ACCD"), acting through its Chancellor, Robert W. Ramsay, pursuant to the minute order, passed by the ACCD Board of Trustees on February 20, 2001, which the parties covenant and agree as follows:

I.

DEFINITIONS

- 1.1 The term "ACCD" as used herein shall refer to the Alamo Community College District.
- 1.2 The term "Account" as used herein shall refer to that account that consists of Proceeds and is established to be used in connection with this Agreement.
- 1.3 The term "Administrative Costs" means reasonable costs directly incurred by ACCD related to this agreement. These costs include, but are not limited to, costs and expenses for administration and implementation of this Agreement.
- 1.4 The term "Building Account" as used herein shall refer to that account established to be used in connection with the establishment of a high-technology center, as further described by Section II. Building Account.
- 1.5 The term "CITY" as used herein shall refer to the City of San Antonio.

- 1.6 The term "CPS" as used herein shall refer to the City of San Antonio City Public Service, or its successor in interest.
- 1.7 The term "High Technology Center" as use herein shall refer to a facility that will be used to train CITY employees, various CITY designated programs, or for any other lawful purpose in furtherance of CITY's Economic Development Strategies and Workforce Development.
- 1.8 The term "Proceeds" as used herein shall refer to fourteen percent (14%) of the electric and natural gas charges billed by City Public Service to the Alamo Community College District, which may otherwise be referred to as "Funds"

II. BUILDING ACCOUNT

- 2.1 The parties acknowledge and agree that ACCD has maintained a portion of Proceeds in a Building Account with a Bank in the City of San Antonio, at it's sole cost and expense, through December 31, 1999, having a balance of \$2,981,571.92.
- 2.2 The parties agree that such amount having accrued in said Building Account, as mentioned above in subsection 2.1, shall be utilized by ACCD for establishing a high-technology center, which may include, but not be limited to, finish-out, improvements and purchase of equipment at Building 210 located on the premises of Kelly AFB, or other equivalent facility so long as such facility is used for the purpose of providing customized training, or college hours to CITY employees, various designated CITY programs, or for any other lawful purpose in furtherance of CITY's Economic Development Strategies or Workforce Development.
- 2.3 ACCD, no later than June 1, 2002, shall provide CITY with a budget for the establishment of the high-technology center, which may include, but not be limited to, finish-out, improvements and purchase of equipment at Building 210 or other equivalent facility as provided by subsection 2.2. ACCD shall provide an accounting to CITY, through its Director of Finance at 506 Dolorosa, San Antonio, Texas 78205, sent in accordance with Section XIII. Notice, of all monies used in connection with the establishment of the high technology center every month during the construction of said finish-out and improvements, and purchase of equipment, as applicable. The total of all CITY's contribution to said establishment of the high-technology center, which may include, but not be limited to finish-out, improvements and purchase of equipment, shall be limited to the total as established in subsection 2.1.
- 2.4 ACCD shall forward to CITY any and all plans for the finish-out and improvements of Building 210 or equivalent facility, as provided for in subsection 2.2, no later than fourteen (14) days before ACCD commences said finish-out and improvements, if applicable. CITY shall have the right to review said plans. All plans submitted to CITY for its review shall comply with all applicable Building Codes.
- 2.5 No later than the tenth (10th) day of every month during construction or finish-out, ACCD shall provide an accounting to CITY, through its Director of Finance at 506 Dolorosa, San Antonio, Texas 78205, sent in accordance with Section XIII. Notice, of the Building Account used in connection with the establishment of a high-technology center.
- 2.6 In the event that the amount established in subsection 2.1 are not expended in connection with the establishment of a high-technology center, including, but not limited to, finish-out, improvements

and purchase of equipment at Building 210, or other equivalent facility, CITY and ACCD agree to meet and confer regarding the expenditure and designation of the remaining amount.

- 2.7 In the expenditure of the Building Account, as provided for in subsection 2.2, ACCD shall comply with all applicable local, state and federal laws, rules and regulations

III.

EDUCATION AND TRAINING ACCOUNT

- 3.1 Effective April 1, 2001, ACCD shall establish an Account pursuant to this Section, as described below. ACCD shall deposit in said Account an amount equal to approximately \$415,853.00, that amount which has accrued from January 1, 2000 through the commencement date of this Agreement.
- 3.2 Commencing April 1, 2001 and throughout the term of this Agreement, pursuant to the provisions contained herein, ACCD also agrees to deposit and maintain in said Account, fourteen percent (14%) of its monthly electric and natural gas billed by City Public Service to ACCD, otherwise referred to as Proceeds, plus interest and investment earnings, to be utilized to provide classroom hours, customized training to CITY employees and various CITY designated programs or for any other lawful purpose in furtherance of the CITY'S Economic Development Strategies and Workforce Development as established in the Interlocal Agreement (Exhibit A).
- 3.3 ACCD shall maintain the Proceeds, interest and investment earnings in the Account, which shall be separate and apart from its other accounts, including, but not limited to the Building Account described in Subsection II. Building Account, above, at a Bank in the City of San Antonio, at its sole cost and expense. The Account shall be maintained by ACCD so long as this Agreement is in effect or so long as the Proceeds plus interest and investment earnings remain unused by CITY, whichever is later. All Proceeds plus interest and investment earnings maintained in said Account shall be appropriately safeguarded and secured by FDIC and eligible security, in accordance with the Texas Public Funds Collateral Act. All Proceeds plus interest and investment earnings shall be invested by ACCD in accordance with the Texas Public Funds Investment Act, as amended.
- 3.4 The parties agree that all such amounts and Proceeds, interest and investment earnings in said Account accruing from January 1, 2000, through March 31, 2016 shall be used for the provision by ACCD to CITY of college hours, customized training, for CITY employees and various programs designated by CITY or for any other lawful purpose in furtherance of CITY's Economic Development Strategies and Workforce Development.
- 3.5 The parties agree that CITY is not required to use any specific amount of college hours, training, books, or materials in any given semester or year, and that all Funds in the Account, including but not limited to, Proceeds plus interest and investment earnings, will be maintained by ACCD in the Account until all sums are used by, CITY in accordance with Subsection 3.2 and the Interlocal Agreement (Exhibit A).

IV.

ACCOUNTING FOR DEPOSITS

- 4.1 At the end of each quarter -- March 31st, June 30th, September 30th and December 31st -- of each and every year during the term of this Agreement, ACCD shall provide to CITY, through its Director of Finance at 506 Dolorosa, San Antonio, Texas 78205, in accordance with Section XIII. Notice, an accounting of the Account established pursuant to Subsection 3.1 of this Agreement. ACCD shall

provide a copy of the monthly bank statement pertaining to this Account; ACCD's CPS monthly analysis statement; its calculation of the 14% attributable to CITY; and interest and investment earnings for the quarter.

V.
AUDIT OF RECORDS

- 5.1 In the event a dispute arises between CITY and ACCD regarding whether certain college hours were taken, training was provided, certain books and materials were used, the costs used to calculate the amount to be withdrawn from the Account under Section III. Education and Training Account and the Interlocal Agreement, which is attached as Exhibit "A" or generally regarding the utilization and expenditure of Funds, ACCD shall procure the services of an independent, third party Certified Public Accountant to audit the Education and Training Account, created pursuant to Section III, and all records maintained in connection with this Agreement. Such audit shall commence no later than thirty (30) days from the date of notice of said dispute. Any portion of the Account in dispute shall be maintained in the established Account until the dispute has been resolved as a result of said audit.
- 5.2 In the event either party wishes to terminate this Agreement, in addition to all the requirements herein established, ACCD shall procure the services of an independent, third party Certified Public Accountant, to audit the Education and Training Account, created pursuant to Section III., and all records maintained in connection with this Agreement. Such audit shall commence no later than thirty (30) days from the date of receipt of notice of termination.
- 5.3 The cost of the audit(s) required by subsections 5.1 and 5.2 may be paid out of the Education and Training Account.
- 5.4 ACCD shall maintain said records, documents and accounting records at its main office and shall make such records, documents and accounting records available to CITY, during ACCD's regular business hours, as often as CITY deems necessary, for purposes of auditing, above and beyond that allowed or required by subsection 5.1, inspecting or making copies of same by CITY or its designated representative(s), subject to a student's consent, as required by law.

VI.
RECORD RETENTION

- 6.1 ACCD shall retain all records, documents and accounting records created or pertaining, directly or indirectly, to this Agreement, including, without limitation, records of the account established pursuant to this Agreement, throughout the term of this Agreement, and for the longer of that period which CITY or ACCD is required to retain such documents, as established by the Texas State Library and Archives Commission. Upon conclusion of such period ACCD agrees to make copies, at the CITY's request, of all such records, documents and accounting records for CITY or its designated representative, that have not been furnished previously pursuant to this Agreement or by the Interlocal Agreement, subject to a student's consent, as required by law and if applicable, at no additional cost to CITY.

VII.
ADMINISTRATIVE COSTS

- 7.1 Once the high-technology center is established pursuant to Section II. Building Account, CITY recognizes that ACCD will receive use of such Proceeds to reimburse ACCD for its Administrative

Costs to administer and implement the Interlocal Agreement payable in arrears quarterly. The parties agree and understand that under no circumstance shall Administrative Costs in the aggregate, exceed eighty thousand dollars (\$80,000.00) each year for the first three years of this Agreement. At the end the third year the parties agree that they will meet and confer regarding the use of Proceeds for ACCD's Administrative Costs to administer and implement the Interlocal Agreement for the remainder of the term of this Agreement.

VIII.
RELEASE

- 8.1 That for and in consideration of the aforementioned recitals and other good and valuable consideration the CITY agrees to release, acquit, and forever discharge ACCD. Their current and former agents, servants, employees, representatives, successors, assigns and attorneys, all and each of them from payment of all or any portion of the up to fourteen percent (14%) of the electric and natural gas charges billed by City Public Service to the Alamo Community College District that the CITY asserts is due it or has asserted it is due in the past and future in the case styled City of San Antonio v. Alamo Community College District, Cause No 83-CI-20386 in the 288th District Court of Bexar County, Texas.

IX.
ASSIGNABILITY

- 9.1 ACCD shall not assign any interest, right or covenant in this Agreement to any other party or entity without the prior written consent of CITY. In the event ACCD assigns any interest or right in this Agreement without the prior written consent, all Proceeds, interest and investment earnings remaining unused by CITY shall be remitted to CITY, in cash, upon written notice by CITY to ACCD; and Proceeds, plus interest and investment earnings, which would otherwise have been deposited in the Account for use by CITY in connection with this and the Interlocal Agreements, shall be paid directly to CITY, on an annual basis, for the balance of the 15-year term hereof.
- 9.2 CITY shall not assign any interest, right or covenant in this Agreement to any other party or entity without the prior written consent of ACCD.

X.
AMENDMENT

- 10.1 No amendment, modification, or alteration of the terms of this Agreement shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties, and approved by subsequent City Council and ACCD Board approval.

XI.
TERM

- 11.1 The term of this Agreement shall be for a period of fifteen (15) years, and shall commence April 1, 2001 and terminate March 31, 2016. The Agreement shall automatically renew every year thereafter, without notice and without further action by CITY or ACCD, unless this Agreement is terminated pursuant to any of its provisions.
- 11.2 During year twelve (12) of the initial 15-year term, the parties agree to meet and confer regarding the utilization and expenditure of Funds pursuant to this Agreement. Either party may provide notice to the other party in accordance with Section XIII, Notice, to initiate said conference.

XII.
TERMINATION

- 12.1 In the event CITY terminates this Agreement prior to the expiration of the 15-year term, the parties agree to meet and confer regarding the utilization and expenditure of Proceeds.
- 12.2 In the event ACCD terminates this Agreement prior to the expiration of the 15-year term, all Proceeds, interest and investment earnings remaining unused by CITY shall be remitted to CITY, in cash, upon written notice by CITY to ACCD; and Proceeds, interest and investment earnings which would otherwise have been deposited in the Account for use by CITY in connection with this Agreement, shall be paid directly to CITY, on an annual basis, for the balance of the 15-year term hereof.

XIII.
NOTICE

- 13.1 Unless specifically provided for otherwise, any notice required or permitted to be given under this Agreement shall be given in writing and sent certified mail, return receipt requested, postage prepaid to CITY or ACCD at the addresses set forth below, or to any other address of which written notice of change is given:

CITY OF SAN ANTONIO

City of San Antonio
Attention: Mr. Ramiro Cavazos
Director, Economic Development Department
P.O. Box 839966
City Hall, 4th Floor
San Antonio, Texas 78283-3966

City of San Antonio
City Clerk's Office
100 Military Plaza
San Antonio, Texas 78205

and

ALAMO COMMUNITY COLLEGE DISTRICT

Dr. Robert W. Ramsay
Chancellor
201 W. Sheridan, Building B
San Antonio, Texas 78204-1429

XIV.
AUTHORITY

- 14.1 The signer of this Agreement for ACCD represents and warrants that he has full legal authority to execute this Agreement on behalf of ACCD and to bind ACCD to the terms and conditions herein contained.

14.2 The signer of this Agreement for CITY represents and warrants that he has full legal authority to execute this Agreement on behalf of CITY and to bind CITY to the terms and conditions herein contained.

**XV.
CAPTIONS**

15.1 The captions contained in this Agreement are for convenience of reference only, and in no way limit or enlarge the terms and/or conditions of this Agreement.

**XVI.
ENTIRE AGREEMENT**

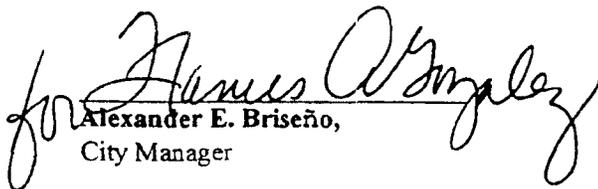
16.1 This Agreement, together with its authorizing ordinance, minute order, and Exhibit A constitute the final and entire agreement between the parties and contain all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto unless same be executed in accordance with Section XII, Amendment.

**XVII.
SEVERABILITY**

17.1 If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future laws, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision had not been contained herein. It is also the intention of the parties hereto that in lieu of such clause or provision in this Agreement that is invalid, illegal or unenforceable, there be added as a part of the Agreement, a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

IN WITNESS WHEREOF, I hereby execute this document on the ___ day of _____, 2001.

CITY OF SAN ANTONIO


Alexander E. Briseño,
City Manager

Approved as to Form:

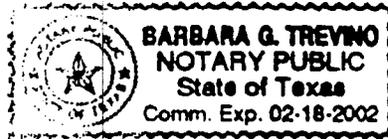

Frank J. Garza,
City Attorney

STATE OF TEXAS)
COUNTY OF BEXAR)

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____ known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that each of them executed same for the purpose herein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 2nd day of May, 2001.

Barbara G. Trevino
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS



My Commission Expires:

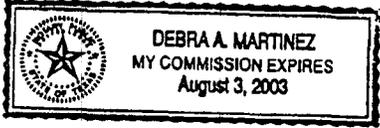
02-18-2002

STATE OF TEXAS)(
COUNTY OF BEXAR)(

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____ known to me to be the persons whose names subscribed to the foregoing instrument and acknowledged to me that each of them, executed same for the purpose herein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 27 day of March, 2001.

Debra A. Martinez
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

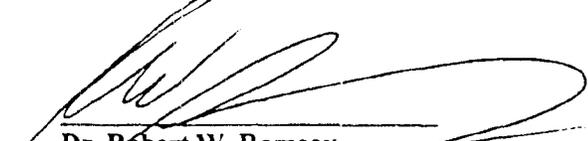


My Commission Expires:

August 3, 2003

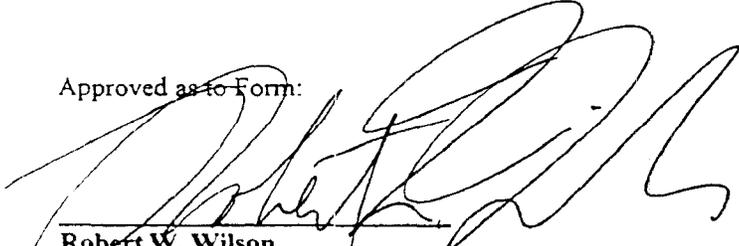
IN WITNESS WHEREOF, I hereby execute this document on the 27 day of March, 2001.

ALAMO COMMUNITY COLLEGE DISTRICT



Dr. Robert W. Ramsay,
Chancellor

Approved as to Form:



Robert W. Wilson,
Attorney for the Alamo Community College District

EXHIBIT II
YEAR ELEVEN INTERLOCAL BUDGET

ACCD INTERLOCAL AGREEMENT PROPOSED BUDGET YEAR ELEVEN

**EDUCATION & TRAINING ACCOUNT
PROPOSED BUDGET (FY 2011/2012)**

▪ Alamo Academies (AAAA, ITSA & MTA, HPA)	\$447,789
▪ Leadership, Management and Work Skills Training for City Employees (HR)	\$340,508
▪ Workplace Literacy Training for City Employees (HR)	\$150,000
▪ Community Workforce Training (DCI)	\$ 79,640
▪ Customized Training (IEDD) to Include Mentor-Protégé and Bonding Assistance Programs for Small Businesses	\$101,593
TOTAL	\$1,119,530

EXHIBIT III
CITY'S AUTHORIZING ORDINANCE

EXHIBIT IV
ACCD'S AUTHORIZING MINUTE ORDER

ATTACHMENT II

**WORKFORCE AND EDUCATIONAL SERVICES AGREEMENT
BETWEEN THE
ALAMO COMMUNITY COLLEGE DISTRICT
AND THE
CITY OF SAN ANTONIO
CITY-WIDE TRAINING
CONTRACT #
Sub code**

The signature below indicates that the training described in this Agreement aligns with provisions and requirements set forth for customized training in the City and ACCD Interlocal Agreement pursuant to the Settlement Agreement.

CITY OF SAN ANTONIO:

Rene Dominguez
International and Economic Development Director

Date

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

ALAMO COMMUNITY COLLEGE
DISTRICT:

Dr. Federico Zaragoza
Vice Chancellor

Date

Signature required for activities over \$10,000.00

Dr. Bruce H. Leslie
Chancellor
Alamo Community College District

Date

MEMORANDUM OF AGREEMENT

This Agreement is made by and between the City of San Antonio, Human Resources Department, (hereinafter referred to as "CITY") and the Alamo Community College District (hereinafter referred to as "CONTRACTOR") (collectively, the "Parties") and pursuant to the Interlocal Agreement between ACCD and the City of San Antonio.

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.

I. SCOPE OF AGREEMENT AND LIMITATIONS OF AUTHORITY

- 1.1 The purpose of this Agreement is to retain the services of CONTRACTOR to provide Extended Education courses to City employees in various areas of concentration.
- 1.2 In the performance of the work, duties and obligations hereunder, it is mutually understood and agreed that CONTRACTOR shall not be considered an employee of CITY. Accordingly, CITY shall not have control, direction and/or dominion over CONTRACTOR other than the terms of this Agreement; however, CONTRACTOR shall be responsible for performing the services contemplated hereunder in a good manner as determined by the Interim Human Resources Director and the work shall be conducted in strict accordance with currently approved practices.
- 1.3 CONTRACTOR has no authority to act for or on behalf of CITY, except as provided for in this Agreement, and no other authority, power or use is granted or implied.
- 1.4 CONTRACTOR may not incur any debt, obligation, expense or liability of any kind on behalf of CITY without City's express written permission.
- 1.5 CONTRACTOR has no exclusive rights or benefits other than those set forth herein.
- 1.6 CITY is neither responsible nor liable for any misrepresentations, errors, omissions of any kind, negligence, carelessness, or other problems or disputes which CONTRACTOR may cause or be involved in or that may arise during the term of this Agreement.

II. TERM

- 2.1 The term period of this Agreement shall be from [DATE] to [DATE], unless terminated sooner as provided in Section 2.2.
- 2.2 This Agreement may be terminated by either: (1) written agreement of both Parties; (2) by unilateral written notice of termination at least 30 days prior to the beginning of any scheduled course; or (3) immediately upon the breach of this Agreement. A breach of this Agreement includes, but is not limited to, a violation of the policies and rules of CITY or its agent(s) by misrepresentation or false statement by CONTRACTOR or its agents(s), non-performance of its duties as established in Article III (3.1), or upon the occurrence of a conflict of interest between the CONTRACTOR and CITY or its agent(s).
- 2.3 Should termination occur, both Parties shall be relieved of any further liabilities and rights hereunder.

III. DUTIES

3.1 Duties of CONTRACTOR:

- a) CONTRACTOR agrees to provide the CITY with the following services as described:
 - 1) Classroom space and coordination of all courses;
 - 2) Assistance in promoting the course to CITY employees;
 - 3) Development of curriculum and materials;
 - 4) Instruction for all courses;
 - 5) Daily sign-in sheet for each day class is held;
 - 6) Development of post-training effectiveness surveys for each course; and
 - 7) Certificates of completion for each course.
- b) CONTRACTOR agrees to devote the necessary time, energy and attention to the duties specified in this Agreement.
- c) CONTRACTOR agrees to provide prompt, courteous, efficient and professional services to perform the above-described services in this Agreement.
- d) CONTRACTOR agrees to hold classes as requested by the CITY in accordance with this Section 3.1 and Section 3.2, and only if the Agreement is terminated pursuant to Section 2.2 shall classes be subject to cancellation.

3.2 Duties of CITY:

- a. CITY agrees to identify students for each course, **and provide CONTRACTOR with participant names at least 5 working days prior to class start date.**
- b. CITY agrees to provide a listing of its requested courses on a per-semester basis.
- c. CITY agrees to provide a ten (10) day written notice regarding any additional courses, services or cancellation of individual programs.

IV. COMPENSATION

4.1 The contractually agreed cost to CONTRACTOR for services to CITY in accordance with Section 4.3, and the description of the services contemplated hereunder is:

San Antonio College is proposing to provide the following courses:

Course	Course Hours	Number of Courses	Course Cost	Total Course Cost
Totals				

4.2 In no event, shall the total costs hereunder exceed **[AMOUNT]**. The cost of each course includes instructional cost, supplies and materials (including books), administrative cost and facilities cost.

4.3 In lieu of payment of any costs due as compensation under this AGREEMENT, the amount that would be due to CONTRACTOR shall be credited/debited to the Education and Training Account established under Section III of the Settlement Agreement between the City of San Antonio and the Alamo Community College District executed in 2001, a copy of which is attached hereto as Exhibit I and incorporated herein by reference. This shall be done in accordance with the Interlocal Agreement Between ACCD and the City, approved on August 19, 2010 by Ordinance #2010-08-19-0720 to be effective September 1, 2010 to August 31, 2011, attached hereto as Exhibit II and incorporated herein by reference, and any renewal thereof. Notwithstanding the cost of services provided to CITY in Section 4.1, the CITY shall not be liable for payment of any fees for the services described herein pursuant to this Section 4.3.

V. INDEMNIFICATION

- 5.1 **CONTRACTOR and the CITY acknowledge that they are political subdivisions of the State of Texas and are subject to, and comply with, the applicable provisions of the Texas Tort Claims Act, as set out in the Civil Practices and Remedies Code, Section 101.001 et seq., and the remedies authorized therein regarding claims or causes of action that may be asserted by third parties for accident, injury or death.**

- 5.2 **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 laws of the State of Texas.**

DATE _____

CITY OF SAN ANTONIO:

Alamo Community College District:

[Name]
Deputy City Manager

Dr. Federico Zaragoza
Vice Chancellor

[Name]
Human Resources Director

Dr. Bruce H. Leslie
Chancellor
Alamo Community College District

Approved as to form:

[Name]
Assistant City Attorney



ATTACHMENT III

**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 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:

- a. Provide qualified instructors to teach the AAAI program's dual-credit courses;
- b. Provide access to classrooms and to appropriate laboratory facilities to AAAI students
- c. Provide access to areas including but not limited to the library and computer laboratories used to support and enhance instruction of the AAAI programs;
- d. 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);
- e. Facilitate registration, academic counseling, advising and appropriate testing (such as Accuplacer/Asset testing) to meet the enrollment needs of the students;
- f. Designate the respective Department Chairperson for each AAAI program to coordinate and collaborate with the School District, the AAAI and the Industry Participants;
- g. 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;
- h. Provide weekly attendance reports to the School District by the faculty through the respective Department Chairs;
- i. Provide progress and final course grades to the School District by the faculty through the respective Department Chairs;
- j. 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;
- k. Provide all hand tools and laboratory supplies required for instruction that are otherwise available to non-dual credit students;
- l. Serve as the fiscal agent for the AAAI, following the College District's fiscal year, and will be the employer of the AAAI staff;
- m. Collaborate with the School District, the AAAI and Industry Participants on all matters pertaining to student rights, responsibilities, discipline and liabilities.
- n. Participate in the governance of the AAAI per the AAAI By-laws.

5. THE AAAI WILL:

- a. 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;
- b. Maintain responsibility for managing the AAAI programs at the College District and/or the School District;
- c. Facilitate recruitment of students, in cooperation with the College District and the School Districts;
- d. 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;
- e. Work with employers to provide internship opportunities and develop training plans for those internships;
- f. Promote the AAAI programs to students and the community;
- g. 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;
- h. Provide a textbook list to the School District so they can issue/purchase the books according to their own inventory and acquisition procedures;
- i. Provide training sessions for the School District counselors to increase their understanding of the AAAI and the application process;

- j. Provide recruitment materials for use/distribution by the School District;
- k. Facilitate the transfer and/or placement of AAAI graduates into further higher education and/or employment;
- l. 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:

- a. Award high school credits to the AAAI students for courses that meet dual credit requirements;
- b. Actively identify and support recruitment of students to fill the AAAI programs at the College District through their counseling offices;
- c. Provide access to mailing lists for recruitment purposes and designate an employee to facilitate communications with the AAAI;
- d. Provide transportation to the designated program site for students to participate;
- e. Develop individual student schedules that allow students to participate in the AAAI programs;
- f. Give appropriate high school credit for all courses in the AAAI programs;
- g. 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;
- h. 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;
- i. Provide the academic instruction and counseling required for students to meet the high school graduation requirements;
- j. 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;
- k. Ensure upon successful completion of the AAAI program, students graduate from the School District with a high school diploma.
- l. 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:

- a. Provide financial support for the AAAI as directed by the City Council through the Interlocal Agreement between the City and the College District;
- b. Participate in the governance of the AAAI per the AAAI By-laws.

8. THE WORKFORCE SOLUTIONS ALAMO WILL:

- a. Identify AAAI students eligible for financial support and, within the constraints established by its funding sources, provide financial support for those students;
- b. Participate in the governance of the AAAI per the AAAI By-laws.

9. THE INDUSTRY PARTICIPANTS WILL:

- a. 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;
- b. Assist the College District in optimizing the training aids and laboratory equipment to meet current standards and skill-set development requirements;
- c. 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;
- d. Support the College District on-site evaluation of student internship performance;
- e. Participate in the governance of the AAAI per the AAAI By-laws.

10. FACULTY SELECTION, SUPERVISION, AND EVALUATION:

- a. 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.

- b. 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.
- c. 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.
- d. 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;
- e. Classes held at the School District will meet Monday through Friday and will follow the School District academic calendar

11. LOCATION OF CLASSES:

- a. FACILITIES AND EQUIPMENT FOR AAAI PROGRAMS AT THE COLLEGE DISTRICT:
 - (1) The College District will provide access to classrooms and to appropriate laboratory facilities to AAAI students.
 - (2) 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.
 - (3) 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.
 - (4) 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.
 - (5) 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.
- b. FACILITIES AND EQUIPMENT FOR AAAI COURSES AT THE SCHOOL DISTRICT:
 - (1) 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.
 - (2) Support for courses conducted at such a designated high school facility will be addressed under a separate agreement between the parties involved.
- c. LABORATORY TECHNICIANS:
 - (1) 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.
 - (2) The laboratory technician(s) will be responsive to the guidance and requirements provided by the Department Chairs.

12. TUITION AND FEES:

- a. The College District will 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) 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.
- b. 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.

13. COURSE CURRICULUM, INSTRUCTION, AND GRADING:
 - a. 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.
 - b. These standards will be upheld regardless of the student composition of the class.

14. BOOKS, LEARNING MATERIALS AND TRANSPORTATION:
 - a. 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.
 - b. 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.
 - c. 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.

15. STUDENT ENROLLMENT REQUIREMENTS:
 - a. AAAI students must enroll with the College District for each course in the program.
 - b. 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.

16. STUDENT ELIGIBILITY:
 - a. 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;
 - b. The prerequisites will be identified on the AAAI's website, application forms and the School District's course catalogs;
 - c. The AAAI students are enrolled in an identified program of study for each respective academy;
 - d. The AAAI students may enter the program based on a portfolio assessment indicator for success during the application process;
 - e. 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.

17. COMPOSITION OF AAAI CLASSES: Courses will be composed of the AAAI dual credit students.

18. ACADEMIC POLICIES AND STUDENT SUPPORT SERVICES:
 - a. 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;
 - b. 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;

- c. 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.
19. TRANSCRIPTING OF CREDIT: For the AAI dual credit courses, the College District as well as the School District, credit will be transcribed immediately upon a student's completion of the performance required in the course.
20. TERM AND TERMINATION:
- a. 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;
 - b. 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.
 - c. 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.
21. ALL PARTIES AGREE:
- a. To certify that their sites are ADA compliant.
 - b. To comply with all applicable provisions of the Family Educational and Privacy Rights Act 20 U.S.C. §1232g.
 - c. In all cases, to comply with all federal, state, and local laws applicable to this Agreement.
 - d. To have in place and abide by a policy prohibiting sexual harassment.
22. AMENDMENTS/REVISIONS: This Agreement may be amended by mutual written agreement of all parties by issuing an Amendment to this Agreement.
23. 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

24. **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.
25. **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.
26. **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.
27. **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.
28. **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.

