EDUCATIONAL SERVICES AGREEMENT
Between

ALAMO COMMUNITY COLLEGE DISTRICT ON BEHALF OF

_____
(CAMPUS / DEPARTMENT)

And

_____
(INSTITUTION)

This Agreement is made by and between the Alamo Community College District on behalf of _____ (*Print Campus and Department*) (hereinafter referred to as "**Alamo Colleges**") and _____ (*Print INSTITUTION name*) (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 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.

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.

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.

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 _____, 20_____ to _____, 20_____, for a total of _____ 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:

a) Customized training as described on **Exhibit no. 1** which is attached hereto and made a part of this Agreement;
b) Provide classrooms for, and coordination of, all courses;

c) 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**;
d) Instruction for all courses;
e) Daily sign-in sheet for each day class is held; and
f) Certificates of completion for each course.

3.2 Enrollment Requirements:

a) Minimum number of _____ students must be enrolled in each course. Failure to meet the minimum enrollment requirement may result in cancellation of the course.
b) Maximum number of _____ students may be enrolled in each course.
c) Open entry – open exit **is / is not (*circle one*)** permitted. If a student is dropped from a course, that student **may / may not (*circle one*)** be replaced by another student.

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.
4.5 Payment **does / does not (*circle one*)** 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. 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.

6. 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.

7. 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 notice to the other Party in the manner set forth above. Notices shall be given to the following:

INSTITUTION:	**ALAMO COLLEGES:**
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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: _____

Approved As to Form Only:

By: _____
Alamo Colleges Legal Services
Date: _____

OLS: 10-5-09

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_____
(CAMPUS / DEPARTMENT)

And

_____
(INSTITUTION)

EXHIBIT 1

COURSE OUTLINE

(DESCRIPTION, DATE, TIME & COST OF COURSE(S))