

AGREEMENT BETWEEN

COLLEGE(s)

**PARTICIPATING INDEPENDENT
SCHOOL DISTRICT,**

_____,
**AND
INDUSTRY PARTICIPANTS**

This Agreement is entered into by and between _____ Community College District, a public junior college district and political subdivision of the State of _____ (herein called "The College District"), the _____, a non-profit corporation, participating Independent School Districts (herein called "the School District" and specifically identified below), the City of _____ (herein called "the City"), and Industry Participants (herein called "the Industry Participants" and specifically identified below).

WHEREAS, the College District agrees, to operate the Academies' programs, comprised of _____ (insert STEM academy names) 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 _____, the Industry Participants and _____, 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 _____ and the Industry Participants in supporting the _____ 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 _____ Association of Colleges and Schools as required and meets all the _____ Association of Colleges and Schools 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 _____'s 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. _____ and School District have entered into a Dual Credit Agreement, effective _____ (date). _____ 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 _____ program's dual-credit courses;
- b. Provide access to classrooms and to appropriate laboratory facilities to _____ students
- c. Provide access to areas including but not limited to the library and computer laboratories used to support and enhance instruction of _____ programs;
- d. Waive all internal tuition and fees for _____ students in the dual credit courses, which are part of the _____ 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 _____ program to coordinate and collaborate with the School District, _____ and the Industry Participants;
- g. Through the respective designated Department Chairperson for each _____ program, coordinate with _____, 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 _____ 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 _____, following the College District's fiscal year, and will be the employer of _____ staff;
- m. Collaborate with the School District, _____ and Industry Participants on all matters pertaining to student rights, responsibilities, discipline and liabilities.
- n. Participate in the governance of _____ per _____ By-laws.

5. _____ (Insert Academy Name) WILL:

- a. Be governed by a Board of Directors and who will be represented on the College District's hiring committee to select _____ Executive Director when needed;
- b. Maintain responsibility for managing _____ 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 _____ students to enter the program during the application process based on a portfolio assessment indicator to determine their potential for success during _____ program;
- e. Work with employers to provide internship opportunities and develop training plans for those internships;
- f. Promote _____ 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 _____ and the application process;

- j. Provide recruitment materials for use/distribution by the School District;
- k. Facilitate the transfer and/or placement of _____ 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 _____ students for courses that meet dual credit requirements;
- b. Actively identify and support recruitment of students to fill _____ 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 _____;
- d. Provide transportation to the designated program site for students to participate;
- e. Develop individual student schedules that allow students to participate in _____ programs;
- f. Give appropriate high school credit for all courses in _____ programs;
- g. Ensure all _____ 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 _____ 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 _____ and the College District entrance requirements;
- k. Ensure upon successful completion of _____ program, students graduate from the School District with a high school diploma.
- l. Collaborate with the College District, _____ and the Industry Participants on all matters pertaining to _____ responsibilities, discipline and liabilities.

7. THE CITY WILL:

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

8. THE _____ WILL:

- a. Identify _____ 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 _____ per the _____ By-laws.

9. THE INDUSTRY PARTICIPANTS WILL:

- a. Collaborate through _____ 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 _____ per the _____ By-laws.

10. FACULTY SELECTION, SUPERVISION, AND EVALUATION:
- a. The College District will provide qualified faculty to teach the courses in _____ programs to assure that the instruction is in accordance with the requirements and standards established by the State of _____, the _____ 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 _____ 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 IO(a) herein) to teach the courses in _____ programs at a designated high school facility within the School District at no cost to the School District or _____.
 - 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 _____ site. This special calendar will be determined cooperatively by the College District, _____ 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 _____ PROGRAMS AT THE COLLEGE DISTRICT:
 - 1) The College District will provide access to classrooms and to appropriate laboratory facilities to _____ 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 _____ program.
 - 3) College District will provide all hand tools and laboratory supplies required for instruction of _____ programs that are otherwise available to non-dual credit students.
 - 4) The facility and equipment requirements for _____ 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 _____ 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 _____ COURSES AT THE SCHOOL DISTRICT:
 - 1) If applicable and agreed by all parties involved, _____ 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 _____ 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 _____ students in the dual credit courses which are part of the _____ 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 _____ service area or if the student resides outside the service area and attends

_____, _____, _____, or _____.

- b. If the student's residency is outside of the _____ service area and the student is not in the _____ ISO, then full tuition and fees will be charged for all dual credit hours. (The counties in the service area include: _____)

13. COURSE CURRICULUM, INSTRUCTION, AND GRADING:

- a. The College District shall ensure that _____ 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 _____ programs according to its own inventory and acquisition procedures.
- b. The respective Department Chairs in coordination with _____ 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 _____'s designated sites at the College District.

15. STUDENT ENROLLMENT REQUIREMENTS:

- a. _____ 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 _____ programs as determined by the respective Department Chair;
- b. The prerequisites will be identified on the _____ website, application forms and the School District's Course catalogs;
- c. _____ students are enrolled in an identified program of study for each respective academy;
- d. _____ 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 I, _____ Higher Education Coordinating Board, Chapter 4, Rules Applying to all Public Institutions of Higher Education in _____, Subchapter D, Dual Credit Partnerships between Secondary Schools and _____ Public Colleges, Rule §4.85, Dual Credit Requirements: A high school student is eligible to enroll in workforce education dual credit courses like _____ 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 state testing; 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 state testing may be otherwise evaluated by an institution to determine eligibility for enrolling in workforce education dual credit courses.

17. COMPOSITION OF _____ CLASSES: Courses will be composed of _____ 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 _____ dual credit courses;
- b) Students in the _____ dual credit courses will be eligible to utilize the same or

- 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. TRANSCRIBING OF CREDIT: For _____ 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 _____ (Insert Year) and terminating at the end of the _____ (Insert Academic Year) in _____ (Insert Month/Year);
- 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 _____ and the School District is terminated for any reason, this Agreement shall govern the provision of dual credit courses until such time _____ 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:

NAME: _____
 TITLE: _____
 ADDRESS: _____
 PHONE: _____

With Copy To:

NAME: _____
 TITLE: _____
 ADDRESS: _____
 PHONE: _____

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

NAME: _____
 TITLE: _____
 ADDRESS: _____
 PHONE: _____

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

NAME: _____
TITLE: _____
ADDRESS: _____
PHONE: _____

All notices, demands, or requests to the _____(Community Colleges) shall be given or mailed to:

NAME: _____
TITLE: _____
ADDRESS: _____
PHONE: _____

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

NAME: _____
TITLE: _____
ADDRESS: _____
PHONE: _____

- 24. CHOICE OF LAW: This Agreement is to be performed in _____ County, _____ (State) and is governed by the Constitution and the laws of the State of _____. The venue of any suit arising from this Agreement shall be in _____ County, _____ (State).
- 25. NON-ASSIGNABILITY: 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.
- 29. ENTIRE AGREEMENT: This Agreement is the complete agreement between the parties relating to the subject matter herein and supersedes and, if applicable, terminates all prior and contemporaneous proposals, agreements, understandings, representations, purchase orders, invoices and communications, whether oral or \Witten relating to the subject matter herein.

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

PARTICIPATING COLLEGE: _____

BY: _____
Board Chairman

DATE: _____

PARTICIPATING INDEPENDENT SCHOOL DISTRICT: _____ ISD

BY: _____
Superintendent

DATE: _____

CITY OF: _____

STATE OF: _____

BY: _____
Director, International and Economic Development Dept.

DATE: _____

BY: _____
Executive Director

DATE: _____

INDUSTRY PARTICIPANT: _____ (Company)

By: _____
Name, Title

DATE: _____

PARTICIPATING COMMUNITY COLLEGE(S): _____ (College)

BY: _____
President

DATE: _____

BY: _____
Chancellor

DATE: _____

_____ (College)

BY: _____
President

DATE: _____

BY: _____
Chancellor

DATE: _____