

DOCUMENT RESUME

ED 285 623

JC 870 395

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 TITLE Development of Administrative Policies Covering Study-Abroad Courses at Glendale Community College.  
 INSTITUTION Glendale Community Coll., CA.  
 PUB DATE 15 Sep 86  
 NOTE 47p.  
 PUB TYPE Reports - Descriptive (141) -- Guides - Non-Classroom Use (055)

EDRS PRICE MF01/PC02 Plus Postage.  
 DESCRIPTORS Community Colleges; Guidelines; \*Policy Formation; \*School Policy; \*Study Abroad; Teacher Role; \*Travel; Two Year Colleges

ABSTRACT

Glendale Community College (GCC) has experienced an expansion of study-abroad courses and is contemplating increasing the offerings still further. When the courses were few in number, little college supervision was exercised over the logistical arrangements, the courses were approved as part of the regular curriculum, and the individual instructor was left to his/her own devices in procuring the services of a travel contractor. Even though the courses went through the academic approval process, the district did not have a set of guidelines governing study-abroad courses that could cover their business and logistical aspects. In order to address such issues as liability insurance, faculty accountability for funds, and methods of student payment, a study of pertinent policy documents governing study-abroad courses in other California community colleges was conducted and key administrative personnel at GCC were interviewed for ideas and concerns regarding this area of the college's curriculum. The study found that: (1) specific policy guidelines existed both at the state and local levels; (2) no coherent set of administrative regulations existed at the college to cover study-abroad courses; and (3) no contractual arrangements existed at GCC for the provision of logistical services to study-abroad courses. The study report includes a set of proposed administrative guidelines and a proposed travel services contract. (Author/EJV)

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## ABSTRACT

Glendale Community College has experienced an expansion of study-abroad courses and is contemplating increasing the offerings. Recently, the college joined a consortium dedicated to the promotion of such activities. Appropriate policy documents of the State of California and the college district were reviewed for applicability to study-abroad courses. Key administrative personnel at the college were interviewed for ideas and concerns regarding this area of the college's curriculum. Major findings were that a) specific policy guidelines exist both at the state and local levels; b) no coherent set of administrative regulations exist at the college to cover study-abroad courses; and c) no contractual arrangements exist at the college for the provision of logistical services to study-abroad courses. Major recommendations were to a) adopt a set of proposed administrative guidelines; and b) adopt a proposed travel services contract.

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## INTRODUCTION

Glendale Community College began to offer study-abroad courses to its students in 1969. At that time a few courses were offered in several countries of Europe. Since that time, however, there has been an increase in the number of courses taught in sites ranging from Jamaica to the South Pacific, and faculty members have expressed an interest in teaching even more courses in different areas of the world (Mercadé, 1986).

The courses which were offered in the past were mainly from the departments of art and biology. Since these courses were few in number, little college supervision was exercised over the logistical arrangements, and the courses were approved as part of the regular curriculum for the given term in which they were offered. Courses used for study-abroad classes were official college courses which had gone through the formal academic process of course selection and approval. However, none of the logistical services necessary to effect study-abroad courses were undertaken by the college, and the individual instructor was left to his own devices in procuring the services of a travel contractor, usually a travel agency.

It became apparent, therefore, to the administration of the college and to the Board of Trustees that even

though these courses had gone through the academic approval process the district did not have a set of guidelines governing study-abroad courses which could cover the business and logistical aspects of such courses. Issues such as liability insurances, faculty accountability for funds, method of payment by student for the travel services, knowledge of the quality level of the travel agency providing travel services, and even the legality of courses being offered abroad became issues of concern to the Board of Trustees.

This investigation identified appropriate sections of the pertinent policy documents governing study-abroad courses in California community colleges and obtained the views of specific key staff personnel (Appendix A) at Glendale Community College, Glendale, California. A proposed set of administrative and policy guidelines (Appendix B) and a travel services contract (Appendix C) were developed and are to be submitted to the Board of Trustees of the district for adoption.

Appropriate sections of the California Education Code, the Business and Professions Code, the Government Code of the State of California, the California Community Colleges' Budget and Accounting Manual, the California Colleges for International Education's Master Agreement, and the Field Trip Guidelines of Glendale Community College were reviewed, and information applicable to Glendale Community College's needs was extracted and became part of

the proposed sets of administrative policy guidelines and the travel services contract. In addition, extensive interviews were held with key administrative personnel at Glendale Community College (Appendix A) in order to 1) discuss the findings of the policy documents reviewed and 2) obtain their views, suggestions, and concerns regarding the administrative guidelines for study-abroad courses at Glendale Community College.

#### BACKGROUND AND SIGNIFICANCE

That the issue of study-abroad courses is an important part of the community colleges' search to address international education needs there is no doubt. Beginning in the early seventies, a growing body of literature has addressed both the philosophical foundations for such activities and, to a lesser extent, the practical considerations for such programs.

Maxwell C. King and Seymour Ferish have written (1984: 102) that:

The question is no longer whether the community college should become involved in international education, but to what extent, in what ways, and for what purposes. We must recognize that we live increasingly in a global environment for the products and services we exchange, the energy and air upon which we depend, and the very survival and well-being of our world community. International education in the community college is no longer optional; it must become an integral part of what we are and are becoming.

The Council on Learning established its Education and the World View program in an effort to encourage the

nation's colleges and universities to widen the international components in their undergraduate curricula. The Council is guided by a national task force of 50 leaders in academic, public, and business life. It believes that a more consonant reflection of current world realities in education lies in the best interests of the nation as well as its citizens.

The Council published its Handbook of Exemplary International Programs (1981) in order to, as the Chairman of the Task Force, George W. Bonham, wrote:

...provide a highly useful set of practical tasks for the development of college offerings that befit a new world of extraordinary complexity urgently requiring better comprehension by the nation's college students. (1981: 5)

The Handbook lists and describes international studies programs of 62 colleges and universities and six consortium programs. Of those programs described, eight are conducted by community colleges.

One of the eight, Rockland Community College in Suffern, New York can certainly be considered a leader of the movement to internationalize community colleges. From its beginnings in 1969, the Rockland model for internationalizing its curriculum has grown from a strictly study-abroad program to encompass all aspects of the international dimension: study abroad, both long and short cycle courses; community service programs focusing on international issues; a self-study language center provi-

ding access to over 30 languages; and a center providing service to both F-1 visa students and immigrants.

An important and significant contribution to the development of international education in community colleges was started in the early sixties by Brevard Community College in Cocoa, Florida. Brevard was instrumental in forming the Community College Cooperative for International Development (CCID). The college serves as its coordinating institution. The college's programs are organized into three areas, and they form a college-wide division: The International Studies Division which houses the International Studies Program which supports study abroad classes and the infusion of all other curricula with international aspects; the Foreign Language Program; and the International Student Program.

Since community colleges enroll more than five million students in credit courses and an additional four million in non-credit courses in the United States (King: 100), then it is clear that international education activities are a part of American community colleges. In fact, the American Association of Community and Junior Colleges, recognizing that fact, established the International/Intercultural Consortium in 1976. It was founded in order to promote the colleges' involvement in the world community, to enhance the international dimensions of their programs and campuses, and to contribute to understanding among nations and cultures.

In terms of the practical aspects of study-abroad activities, Gerard Hess (1982) has written that "installation of satisfactory administrative and fiscal mechanisms is needed to implement any new program." His book goes on to describe several models of programs in community colleges; however, although it describes general administrative models of operation, it does not offer the day-to-day administrative procedures necessary to set them up.

At the state level, concern has been expressed by the Board of Governors of the California Community Colleges. At its meeting in July of 1986, the Board received a staff report (which had been requested by Board members during the May, 1986 meeting) detailing the study-abroad activities of a sample of California community colleges and calling attention to 1) the growing number of such programs and 2) the overall lack of administrative guidelines and supervision of such activities at the state level (Board of Governors, 1986).

At Glendale Community College, the expansion of study-abroad courses in the last few years has raised concerns among the members of the Board of Trustees which reflect the many issues associated with this type of curriculum. Issues such as liability insurance, faculty

accountability for funds, methods of payment, quality of the travel service agency, and the legal parameters of study-abroad courses have become points of concern.

In response to these concerns, the college administration recommended, and the Board of Trustees approved, that the college become a member of the California Colleges for International Education (CCIE). This consortium of California community colleges was established in early 1983 for the purposes of encouraging and strengthening international education activities in community colleges. In November of 1985 the college joined the consortium and thereby agreed to develop a coherent set of administrative and academic guidelines for study-abroad courses. This practicum has sought to address that need by proposing a set of administrative policy guidelines to govern the non-academic portions of study-abroad courses.

It is appropriate to treat this practicum under the Politics, Law and Economics of Higher Education Seminar since all three major topics of the seminar were covered by the practicum.

All relevant legal and policy documents were reviewed in preparation for the proposed guidelines and travel services contract. The State of California Education Code, the Business and Professions Code of California, the Government Code of the State of California, and the Budget and Accounting Manual for the California Community Colleges are the major policy documents which

provide the legal basis for allowing study-abroad courses offered by California community colleges.

Since the research for this practicum involved contract law as it refers to the ability of a community college to enter into an agreement with travel services providers, this is, in essence, an economic factor which the college needs to weigh in determining its willingness to offer such contractual agreement. In effect, by providing that the logistical portion of a college course-abroad is to be the province of a contractor outside of the college proper, it is determining an aspect of economic policy for college services which has a direct effect on the ability of students to avail themselves of the course-abroad. In addition, since the Education Code, the Government Code, and the Business and Professions Code, as well as the college documents, are the result of the political process, the practicum in effect has integrated all three major topics of the seminar to develop the proposed administrative policy guidelines.

#### PROCEDURES

The following documents were reviewed for appropriate content and applicability to study-abroad courses: the Education Code, the Business and Professions Code, the Government Code, the Budget and Accounting Manual of the California Community Colleges, the Master Agreement of the

California Colleges for International Education consortium, and the Glendale Community College Field Trip Guidelines. Sections 72640 and 72641 of the Education Code governs study-abroad courses offered by California community colleges. The Business and Professions Code's Article 2.5, commencing with section 17540 and ending with 17540.13, are the appropriate statutes governing operations of travel promoters. Government Code sections 1125, 1126, 1128, and 87100 deal with incompatible activities. The Budget and Accounting Manual allows for both international studies and interdisciplinary codes under the TOPS (Taxonomy of Programs) Code of 4900. The Master Agreement of the CCIE requires specific administrative guidelines under section IV, "Guidelines on Study Programs." The Field Trip Guidelines of Glendale Community Colleges was reviewed for applicability of provisions.

Specific members of the administrative staff were interviewed for their suggestions, concerns, and ideas regarding the issues involved (Appendix A). The college president expressed concerns of a general policy nature and in particular the legality of study-abroad courses. The Vice-president for Instruction had particular concerns regarding the curriculum involved and the selection of the teaching faculty. The Vice-President for Business Services dealt with her concerns regarding contractual arrangements and the liability of the district and the students. The director of Purchasing was concerned about

the actual content of the contract and the possible bidding processes involved. The Executive Director of the CCIE expressed concerns regarding the district's ability to comply with all of the provisions of the Master Agreement. The president of the Faculty Senate was not interviewed, as stated in the practicum proposal, since these were proposed administrative regulations and it was felt that this person would have a chance to present the Faculty Senate's point of view during the process to develop academic guidelines for the study-abroad program.

The interviews were conducted with those administrative personnel who have a role in the operation of the different aspects of a study-abroad program. It was assumed that they were familiar with the terminology and the basic concepts involved in study-abroad programs. It was also assumed that they were somewhat familiar with the literature on the topic and experts on their particular areas of administration. It may be that additional staff members--for example, division chairs--might require an interview to arrive at a more clear delineation of concerns; but since division chairs at Glendale Community College are not considered administrative personnel--and this practicum dealt with proposed administrative regulations--it was felt that it was not necessary to take their views into account at this particular time.

The limitations of this research are based on the fact that findings resulted from specific concerns ex-

pressed at one community college; therefore, it is cautioned that these results might not apply in their entirety to another community college. However, the nature of this research and the basic issues involved make it appropriate for consideration by other community colleges, especially in the state of California, that are considering study-abroad programs.

The following definition of terms used in this paper are offered:

Study-Abroad: courses and/or curricular activities conducted outside the continental limits of the United States.

Travel Contractor: an agency or person providing transportation services.

International Education: learning activities designed to develop a greater awareness of the international aspects of our world.

Contract: a document signed by two or more parties binding signers to contract-specified provisions. It is usually governed by the laws of the state in which it is signed or in to which one party has its main place of business and to which other party(ies) agree.

Waivers: a document whereby the signer waives certain rights as specified in the waiver document.

Certificated Personnel: persons holding teaching and/or administrative service credentials and working in the community colleges.

## RESULTS

Sections 2640 and 72641 of the State of California Education Code are the sections that govern study-abroad courses, although the language used by the sections is that of "field trip" and "excursion." The Chancellor's Office of the California Community Colleges recognizes these sections as the ones having applicability over study-abroad courses (Board of Governors, 1986).

This section allows "field trips" and "excursions" to a foreign country as long as they are schedule in connection with an approved course of study or they are school-related social, educational, cultural, athletic, or college band activities. It allows the district to use its equipment and supplies in carrying out these activities. It also requires the district to obtain liability insurance for such equipment which must be valid in the foreign country in which it is to be used. A further provision allows the district to pay, out of its funds, for certificated personnel to accompany and chaperone the students. This section also states that

Credited attendance resulting from such field trip or excursion shall be limited to the amount of attendance which would have accrued had the students not been engaged in the field trip or excursion. No more contact hours shall be generated by a field trip or excursion than if the class were held on campus.  
(Education Code, 1985)

This section also requires that all participants sign a waiver against all future claims against the State of California and the district offering the trip in case of injury, accident, illness, or death. The Code also requires that the district offering the trip must make available medical or hospital service to its students and that such policies be paid with district funds. Moreover, it mandates that no group for which a field trip or excursion is intended may make the trip if an identifiable member of the group for which the field trip or excursion is planned is prevented from attending because of a lack of funds. At the same time, however, the Code prohibits the district from paying incidental expenses of such trips, such as lodging or meals. It calls on the governing board to make every effort to coordinate efforts of community service groups to supply funds for students in need of them.

The Business and Professions Code, Article 2.5, "Travel Promoter," provides a total of 14 sections which cover the business activities of persons and businesses engaged in offering travel services to the public. Of particular applicability to community colleges are sections 17540.8, 17540.9, and 17540.10 which deal with contractor information, refunds, and trust accounts, respectively. Section 17540.8 requires that upon payment to the contractor for travel services the payee is to receive a certain amount of information from the contractor about

itself and its operations. Section 17540.9 requires prompt return to the payee of any funds upon cancellation of the travel plans. Section 17540.10 requires the contractor to deposit funds received in a trust account.

Government Code sections 1125, 1126, 1128, and 87100 delineate the roles regarding incompatible activities of public employees. The Code requires that conflict of interest situations be acknowledged and not allowed to operate in carrying out state functions.

The Budget and Accounting Manual of the California Community Colleges allows colleges to budget state-appropriated funds for activities connected with study-abroad programs. In particular, TOPS code number 4900 allows districts to budget funds under the interdisciplinary program code.

The Master Agreement of the California Community Colleges for International Education contains very specific requirements that college members of CCIE must agree to follow. In particular, section IV, "Guidelines on Study Programs" gives seven (7) specific requirements under sub-section C. The requirements are that

Each member college and/or district shall prepare a policy on study abroad programs that includes but is not limited to:

1. An established, written procedure to select college sponsored study-abroad classes and/or instructors. This policy may include a personal interview of applicants.

2. A procedure for evaluation and selection of travel contractor/operators.
3. A procedure for adequate supervision and administration of programs.
4. Evaluation of instructor and program.
5. A policy regarding financial aid for qualified students.
6. Guarantees of academic integrity for college credit classes.
7. Guarantees that no more State appointments may be claimed than if the class were taught on campus.

The Field Trip Guidelines of Glendale Community College provides that all students sign a waiver of claims against the district and the State of California. It also requires that parents of students under 18 years of age sign such waiver. The policy requires that written permission for emergency medical care be provided and requires a first aid kit to be present during all field trips.

Interviews with selected key administrative personnel (Appendix A) yielded a great amount of concern regarding issues of liability, funding, and contractual requirements. Although most of the interviewees expressed many concerns regarding study-abroad programs, the underlying tone was one of support and belief in the educational merit of such programs.

The college president was concerned as to the specific legal permission for study-abroad programs. His concern was that if such permission existed then the dis-

trict should have clearly delineated policies covering all the requirements of the law. He expressed a desire to see a formal contractual arrangement instituted with travel providers. The Executive Vice-President for Instruction was concerned about the manner in which courses were selected for teaching abroad. He was particularly interested in the process by which a given course was adapted to being taught abroad and how a travel contractor was able to "fit" a given course of instruction to a particular locale. He was also interested in the question of class itinerary and who had actual control of it; in other words, to what extent the instructor and the travel contractor actually controlled the day-to-day itinerary. The vice-president was also concerned about the students being admitted into the courses and whether college and state policies were being followed.

The Vice-President for Business Services was principally interested in two issues: liability for the district and students and the contractual arrangement for use with the travel contractor. She felt that the district must decrease its own liability by requiring a \$1 million liability policy on the part of the travel contractor and that the district should be named as an additional insured in the contractor's own policy. She was also concerned that funds from students be paid directly to the travel contractor because in this way it would make clear that the district's only interest in the course was an instruc-

tional one and that the contractor was responsible for the logistical arrangements.

The director of Purchasing was concerned with the specific language of the contract and the manner in which the contract would be administered. This person provided the standard sections of the contract which have been incorporated into the proposed travel services contract (Appendix C). The Executive Director of the CCIE was concerned as to the ability of the district to comply with all requirements of the master agreement. In particular, he felt that the district should a) name a person to represent the study-abroad program; b) have a clear set of policy guidelines; and c) work in cooperation with other community colleges offering study-abroad courses.

#### DISCUSSION, IMPLICATIONS AND RECOMMENDATIONS

A review of the results obtained in this investigation show that the pertinent policy documents examined do provide a set of standards and guidelines to aid public community colleges in the area of study-abroad courses and programs.

The Education Code clearly authorizes the offering of activities outside the borders of the State of California as long as they are in connection with approved courses of instruction and school-related activities. A principal requirement is that student participants waive all claims against the State of California and the dis-

trict offering such trips. This, of course, is in line with the present practice at Glendale Community College which requires such a waiver for all field trips and courses-abroad. Of particular significance is the Code's requirement that efforts should be taken to assure that all identifiable members of the group for whom the trip is intended do not lack sufficient funds to make the trip. The Code states that "To this end, the governing board shall coordinate efforts of community service groups to supply funds for students in need of them" (Education Code: 350). However, it should be pointed out that in paragraph e, section 72640, the Code also states that districts are not required to pay the cost of meals, lodging, and other incidental expenses and that these expenses are to be considered as incidental in nature and "shall not be applied in determining the funds necessary for a student to participate in a field trip or excursion" (Education Code: 350).

It is necessary, therefore, to assure that efforts are taken to provide financial aids to student participants based on standard financial aid procedures and to seek out community support for such activities. The courts, as of this date, have not had to rule on this particular provision of the Code. It is incumbent, therefore, to advertise the financial aid application procedures in existence at the campus and to obtain additional funds from community groups to use as scholarship monies.

The Business and Professions Code is very clear as to the requirements for travel promoters to provide specific information to a person buying services from them. In that respect, the district can therefore ask for compliance with this requirement and assure a basic level of service and information provided to its students.

All other policy documents reviewed, as well as the interviews conducted with key administrative personnel, showed that there were explicit concerns regarding issues of liability, accounting of funds, level of services, contractual requirements, and the methods by which a program of study-abroad courses should be administered.

Taking into account the facts and concerns revealed by this investigation, a set of administrative policy guidelines (Appendix B) and a model travel services contract (Appendix C) was developed for presentation to the Administrative Cabinet of Glendale Community College for adoption by the Board of Trustees.

All study-abroad classes require the services of outside contractors, principally travel agencies and transportation companies. By not having clearly delineated contractual agreements, instructors are placed in the position of serving, in effect, as middlemen in buying the services for the district-offered classes and students are paying funds to the instructor which, in effect, are not intended for the district but for the private contractor.

The proposed set of administrative policy guidelines clearly delineate:

(1) the right of the district to enter into contractual arrangements on behalf of the class offered, thus relieving the instructors to teach the class;

2) the guarantee that there is full accountability for funds collected from students;

3) a basic level of services which are to be provided; and

4) liability regarding trip fare fully assumed by the contracting party providing the logistical service.

These proposed regulations and the travel service contract are based on the following factors as resolved and validated by this investigation:

1) there is no distinction between buying equipment, supplies, and services for off-campus classes and on-campus classes;

2) it is in the interest of the district to make sure that no liability is assumed unnecessarily by the district;

3) it is in the interest of the district to make sure that students pay only for services actually promised to be rendered and that a standard of logistical services is established for classes not held on its campuses and over which the district has lessened control and authority;

4) it is the district's prerogative to assign any benefits derived from a contract signed with a contractor;

5) it is in the interest of all concerned to avoid any action which might lead to a conflict of interest;

6) the Glendale Community College District shall assign a person to act as a coordinator for study-abroad courses; and

7) the instructor is responsible for teaching and thus acts as an agent of the district. It is thus incompatible with sound business practices, ethical standards of the teaching profession, and conflict of interest theories that the instructor also act, during the same time or before or after, as an agent of the contractor, overseeing and/or arranging all other logistical details.

It is hoped that by adopting the recommended set of guidelines and the travel services contract the district can bring some coherence and order to a rapidly expanding area of the curriculum and allow it to grow within parameters which protect the institution and the students and helps to foster the academic and logistical excellence of study-abroad programs.

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APPENDIX A

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KEY GLENDALE COMMUNITY COLLEGE AND CCIE  
PERSONNEL INTERVIEWED

<u>Name</u>	<u>Title</u>
Dr. John A. Davitt	College President
N. Arthur Rasmuson	Executive Vice-President for Instruction
Jean Larson	Vice-President for Business Services
William Taylor	Director of Purchasing
Dr. Donald Culton	Executive Director, CCIE

APPENDIX B

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PROPOSED ADMINISTRATIVE GUIDELINES FOR  
STUDY-ABROAD COURSES

- Courses and/or programs of study must have been approved for offering by the respective divisions and approved specifically by the Vice-President, Instruction, to be taught abroad.
- Contractors will be used to provide the logistical services for the proposed program abroad.
- Contractors are to be chosen from an approved college list.
- Faculty and/or Business Services can solicit contractors to be placed on the list.
- Contractors are to provide Business Services with current copies of the following documents: insurance certificate for one million dollars (general liability); an identifying information sheet listing basic information about the contractor; information on prior experience working with educational institutions and/or areas visited.
- Contract for services is to be signed by contractor and the Business Services Office of the district.
- Contractor is to be chosen by mutual agreement of the Business Services Office, the instructor teaching the study-abroad course, and the coordinator of study-abroad programs.
- Once contract is signed, it remains valid for indefinite period of time provided information sheets, insurance, trip exhibit, and a yearly reconfirmation of the contract is done.
- Contractors to submit, as part of contract, a trip exhibit showing all logistical arrangements promised and a budget showing how student funds collected will be apportioned.
- Insurance policy must list the Glendale Community College District as an additional insured.

- Monies paid by students are to be paid to the contractor.
- Student participants are to complete and sign a waiver of release. Parents must sign waiver if participant is under 18 years of age.
- Student participants must provide proof to district that they hold a limited medical/accident insurance for the trip being taken.
- Privately sponsored travel program: announcements of privately sponsored travel programs in which a district employee participates or leads shall not give the impression in any way that the program is sponsored by the district.

APPENDIX C

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GLENDALE COMMUNITY COLLEGE DISTRICT  
1500 North Verdugo Road  
Glendale, California 91208  
(818) 240-1000

TRAVEL CONTRACT - GENERAL TERMS AND CONDITIONS

Contract Between the Glendale Community College District and

Firm Name \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Phone Number \_\_\_\_\_

Date Signed \_\_\_\_\_

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 198\_\_  
by and between the Glendale Community College District, located at  
1500 North Verdugo Road, Glendale, California, 91208, hereinafter referred to  
as COLLEGE DISTRICT and \_\_\_\_\_  
\_\_\_\_\_, hereinafter referred to as THE CONTRACTOR for the  
limited purpose of providing travel arrangements for the Field Class(es)  
described on the Exhibit(s) to this Agreement labeled EXHIBIT "A", "SPECIFIC  
FIELD CLASS TRIP DETAILS."

IN CONSIDERATION of the covenants, promises and agreements for the parties  
hereinafter contained, COLLEGE DISTRICT and THE CONTRACTOR hereby covenant,  
promise and agree as follows:

1. INSTRUCTIONAL SERVICES. District shall arrange for and provide all  
instructional services, including but not limited to, selection of  
field class participants, appropriate course announcements, pre-trip  
student orientation, student supervision, class instruction by Field  
Class Instructors, and evaluation for said Field Class.
2. TRAVEL SERVICES. THE CONTRACTOR shall arrange for and provide all  
transportation, lodging and food for the Field Class(es), the details  
of which THE CONTRACTOR shall specify on the Exhibit(s) to this  
Agreement labeled "SPECIFIC FIELD CLASS TRIP DETAILS." If THE CONTRACTOR  
provides travel services for more than one Field Class, one such Exhibit  
shall be completed by THE CONTRACTOR for each separate Field Class  
and submitted to COLLEGE DISTRICT for approval and acceptance by  
COLLEGE DISTRICT as part of this Agreement. When accepted by the  
COLLEGE DISTRICT, each such Exhibit shall by this reference become

a part of this Agreement. In the event of a conflict between the terms and conditions of any of the Specific Field Class Trip Details set forth in such Exhibit(s) and the General Terms and Conditions set forth in this document, the General Terms and Conditions set forth in this document shall prevail.

3. INFORMATIONAL MATERIAL. THE CONTRACTOR MAY, IF SO SPECIFIED IN EXHIBIT "A", prepare and provide informational material covering logistical arrangements and general trip conditions. Such literature shall prominently display the statement: "Class offered by GLENDALE COMMUNITY COLLEGE." All travel and logistical arrangements are arranged by NAME OF CONTRACTOR'S COMPANY. Material will be given to Field Class Trip instructor for distribution to prospective students.
4. PAYMENT BY TRIP PARTICIPANTS. All payments by Field Class Trip participants for Travel Services shall be made directly to THE CONTRACTOR. All checks drawn by Field Class Trip participants shall be made to the order of THE CONTRACTOR or to such other name as THE CONTRACTOR may direct. THE CONTRACTOR shall manage all charges collected from Field Class Trip participants in accordance with applicable federal and state law and the requirements of the Agreement. Any and all funds received by THE CONTRACTOR for Travel Services shall be received in trust for the benefit of the Field Class Trip participants. THE CONTRACTOR shall account to the COLLEGE DISTRICT representative the total cost to Trip participants of each Field Class Trip. Disclosure of these costs and expenses for each particular Field Class Trip shall be on Exhibit "A" labeled "SPECIFIC FIELD CLASS TRIP DETAILS." Cost figures

so disclosed will not be changed, except that costs quoted may be based on tariffs and foreign exchange rates in effect at the time of the quote and may be subject to change in such tariffs and exchange rates without amendment of this Agreement if the possibility of such changes has been disclosed in advance in writing by THE CONTRACTOR to the COLLEGE DISTRICT and the Field Class Trip participants. COLLEGE DISTRICT and THE CONTRACTOR shall determine for each Field Class Trip a date for initial deposit of Trip costs by Trip participants and the amount of such deposit, as well as the date of final payment, each of which dates and payments shall be published in literature about the specific Field Class Trip made available to potential trip participants by either COLLEGE DISTRICT or THE CONTRACTOR. In the event a Field Class Trip is for any reason cancelled prior to the time of its scheduled departure, THE CONTRACTOR shall refund in full any payments received from Field Class Trip participants, provided, however, that if any Field Class Trip participant cancels after the date specified for final payment for participation in a particular Field Class Trip, then THE CONTRACTOR shall refund to said Field Class Trip participants the full amount received by THE CONTRACTOR from said participants minus any non-recoverable charges or expenses incurred by THE CONTRACTOR in connection with its provision of Travel Services for those participants.

5. INSTRUCTOR REMUNERATION. The transportation, food and lodging for instructor(s) shall be provided by THE CONTRACTOR and will be the same as that provided students. A petty cash amount will be provided by THE CONTRACTOR to Field Class Trip instructor for unforeseen necessities. Funds remaining at end of Field Class Trip will be returned

to THE CONTRACTOR.

6. TRIP PARTICIPATION. Trip participation is limited to students enrolled into the class by Glendale Community College.
7. TERM OF AGREEMENT. This Agreement shall be effective on the date noted in the first paragraph when signed by THE CONTRACTOR and COLLEGE DISTRICT and shall continue in force for an indefinite period but shall be reviewed annually with respect to renewal prior to the first day of December of each year. THE CONTRACTOR may upon notice to COLLEGE DISTRICT cancel any particular Field Class Trip no later than forty-five (45) days prior to the departure of the Field Class Trip (or fewer days upon the express mutual agreement of COLLEGE DISTRICT and THE CONTRACTOR as specifically set forth in Exhibit "A") if the minimum number of participants specified in Specific Field Class Trip Details fails to sign up for the Field Class Trip, or may terminate this Agreement in its entirety upon forty-five (45) days prior written notice to COLLEGE DISTRICT stating that THE CONTRACTOR so terminates this Agreement. COLLEGE DISTRICT may upon notice to THE CONTRACTOR cancel any particular Field Class Trip no later than forty-five (45) days prior to the departure of the Field Class Trip (or fewer days upon the express mutual agreement of COLLEGE DISTRICT and THE CONTRACTOR as specifically set forth in Exhibit "A") if the minimum number of participants specified by COLLEGE DISTRICT fail to sign up for the Field Class Trip, or may cancel any particular Field Class Trip or may terminate this Agreement in its entirety at any time if THE CONTRACTOR fails to satisfy any of the terms and conditions of this Agreement in its entirety for any reason upon 45 days prior written notice to

THE CONTRACTOR stating COLLEGE DISTRICT so terminates. The termination or expiration of this Agreement shall not relieve any party from any liability arising from any breach of this Agreement.

8. TRAVEL AGENTS USED: All travel agents used by THE CONTRACTOR to arrange for transportation (or THE CONTRACTOR itself if it is a travel agency) shall be licensed and bonded by the International Air Transport Association (IATA) and the Air Traffic Conference (ATC) and shall be members of the American Society of Travel Agents (ASTA) or an equivalent professional travel agent's association.
9. TRIP CANCELLATION INSURANCE. THE CONTRACTOR will make available Trip cancellation insurance application forms to Trip participants. Cost of said optional insurance is to be borne by applicant.
10. TRIP SICKNESS/ACCIDENT INSURANCE. THE CONTRACTOR shall provide each Field Class Trip participant (except COLLEGE DISTRICT employees) with a travel sickness/accident insurance policy from a carrier licensed to transact insurance business in the countries visited by the Field Class Trip, with minimum limits of \$2,000 medical expense, and \$1,000 accidental death. The premium for such insurance shall be included in the Field Class Trip charges. Higher limits and other Trip insurance may be made available at the option of THE CONTRACTOR and the participant.
11. INDEMNIFICATION. THE CONTRACTOR agrees to indemnify and save harmless, COLLEGE DISTRICT, its trustees, officers, agents, and employees from and against any and all claims, demands, losses, defense costs or liability of any kind or nature which COLLEGE DISTRICT, its trustees, officers, agents, employees and any Field Class Trip participants

or THE CONTRACTOR'S employees may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of or in any manner connected with THE CONTRACTOR'S performance under the terms of this contract including any occurrence arising out of the operation, maintenance or use including loading and unloading, of a hired automobile, watercraft or aircraft; or any other claim by any Field Class participant including but not limited to claims based on travel contractor's failure or refusal to perform in accordance with this Agreement, that results from any cause other than sole negligence of the COLLEGE DISTRICT.

12. INSURANCE. Without limiting THE CONTRACTOR'S indemnification, it is agreed that THE CONTRACTOR shall maintain in force at all times during the performance of this Agreement, the following policy of insurance issued by insurance companies licensed to do business in the State of California and the country(ies) to be visited covering its operations:

<u>COVERAGE</u>	<u>MINIMUM LIMITS</u>
Comprehensive General/Personal Injury Liability	\$1,000,000 each occurrence

THE CONTRACTOR'S liability insurance policy shall contain an endorsement naming the GLENDALE COMMUNITY COLLEGE DISTRICT as an additional insured. Certificates of Insurance evidencing the insurance required by the clauses set forth above shall be filed with the COLLEGE DISTRICT prior to the effective date of this Agreement. Failure on the part of THE CONTRACTOR to procure or maintain required

insurance shall constitute a material breach of contract upon which COLLEGE DISTRICT may immediately cancel, terminate, or suspend this Agreement.

13. LIQUIDATED DAMAGES. THE CONTRACTOR acknowledges that the COLLEGE DISTRICT is a non-profit public entity that makes no economic gain on travel arrangements for Field Class Trips. COLLEGE DISTRICT acknowledges that if THE CONTRACTOR fails to perform in accordance with the Class Trip itinerary set forth in Exhibit "A" labeled SPECIFIC FIELD CLASS TRIP DETAILS or in informational brochures provided by THE CONTRACTOR to Field Class Trip participants, such breach may cause hardship to Field Class Trip participants, one of which is that it may render the instructional portion of the Field Class Trip valueless to the Field Class Trip participants. However, from the nature of the case it would be impracticable and difficult to fix the amount of damages sustained by either party and Field Class Trip participants in the event of any such breach. COLLEGE DISTRICT and THE CONTRACTOR therefore agree that in the event of any such breach by THE CONTRACTOR the minimum amount of damages that will be sustained by Field Class Trip participants will be the actual loss per Trip per participant and the maximum amount is the actual, probable, reasonable and provable loss to the participant given the Field Class Trip cost and that THE CONTRACTOR shall pay such amount as liquidated damages and not as a penalty, provided, however, that the rights set forth in this Paragraph shall not preclude any Field Class Trip participant from claiming and from being awarded upon proper proof thereof of damages in a greater amount than the liquidated amount specified in this Paragraph.

14. CONTRACTOR INFORMATION. THE CONTRACTOR shall, at all times, maintain on file with the Business Services Office an accurate CONTRACTOR INFORMATION SHEET - Exhibit "B" to this Agreement.
15. NO ASSIGNMENT/TIME OF ESSENCE/HEIRS AND ASSIGNS. This Agreement shall not be assignable by either party in whole or in part without the prior written consent of the other party. Time is of the essence on the performance of each and every provision of this Agreement. The provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto or of any third party beneficiaries of this Agreement.
16. NO MODIFICATION OF AGREEMENT. This Agreement constitutes the full and complete understanding of the parties on the subject hereof, and supersedes all prior understandings of agreements on that subject. No oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto. No prior or contemporaneous agreements, representations or understandings between THE CONTRACTOR and any Field Class Instructor for any Field Class Trip that are not set forth herein shall be binding upon the COLLEGE DISTRICT. No waiver, modification or amendment of any provision of its Agreement shall be effective unless it is in writing and signed by a person duly authorized to so sign by the party against whom enforcement of such waiver, amendment or modification is sought in a document that specifically refers to this Agreement.
17. NOTICES. Any notices required or permitted hereunder shall be given in writing to the appropriate party at the address noticed to

the other in accordance with this Paragraph. Such notice upon personal delivery shall be deemed given at the time of personal delivery to the signatory of the appropriate party named below, or, upon mailing by certified or registered mail, five (5) days after the date of such mailing.

TO COLLEGE DISTRICT: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TO CONTRACTOR: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Addresses and persons to be notified may be changed with appropriate written notice.

18. EXHIBITS. All Exhibits are incorporated into and become a part of the agreement between THE CONTRACTOR and COLLEGE DISTRICT'S Field Classes Program. In the event of a conflict between any of the terms and conditions set forth in the Exhibits and the General Terms and Conditions of this Agreement, such General Terms and Conditions of this Agreement shall prevail.

19. CONTROLLING LAW. This Agreement is made in California and its terms and conditions shall be construed in accordance with the laws of the State of California. THE CONTRACTOR warrants and agrees that any suit brought by COLLEGE DISTRICT or any Field Class Trip participant against THE CONTRACTOR based upon this Agreement may be brought in any California Court of competent jurisdiction as to the amount of such claim.

IN WITNESS WHEREOF, THE CONTRACTOR and COLLEGE DISTRICT have executed

this Agreement to be effective on the day and year first written above.

THE CONTRACTOR

Firm Name \_\_\_\_\_

By \_\_\_\_\_

Typed Name \_\_\_\_\_

Date \_\_\_\_\_

GLENDALE COMMUNITY COLLEGE  
DISTRICT

By \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Field Class Trip Instructor's  
Division Chair

\_\_\_\_\_  
Director, Study-Abroad Programs

EXHIBIT "A"

SPECIFIC FIELD CLASS TRIP DETAILS

CONTRACTOR INFORMATION SHEET

Date \_\_\_\_\_

FIRM NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_  
\_\_\_\_\_

PHONE ( ) \_\_\_\_\_

PRINCIPALS/TITLES \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NAME AND HOME ADDRESS OF OWNER/PRINCIPAL:  
\_\_\_\_\_  
\_\_\_\_\_

FORM OF ORGANIZATION \_\_\_\_\_  
(e.g. Corporation, Sole Proprietorship, etc.)

PROFIT \_\_\_\_\_ NON-PROFIT \_\_\_\_\_ TAX-EXEMPT \_\_\_\_\_

IN BUSINESS SINCE \_\_\_\_\_ STATE REGISTRATION NUMBER \_\_\_\_\_

NAME/ADDRESS OF COMPANY ATTORNEY \_\_\_\_\_  
\_\_\_\_\_

BANK REFERENCE & ACCOUNT NUMBER \_\_\_\_\_  
\_\_\_\_\_

NAME/ADDRESS OF INSURANCE BROKER \_\_\_\_\_  
\_\_\_\_\_

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Junior Colleges  
OCT 16 1987  
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