

MEMORANDUM OF UNDERSTANDING  
Travel Study Tour "From Madrid to Barcelona"

This memorandum of understanding is entered into as May 21, 2008, by and between the Chabot-Las Positas Community College District (hereafter "the District") and (Agency) EF Educational Tours, EF Center Boston, One Education Street, Cambridge, MA, (Phone) 1-800-665-5364 (hereafter "the Agency").

The Agency intends to provide travel services to District students and faculty in connection with a travel study, offered by Las Positas College June 3, 2008 through June 12, 2008. Such services may include but are not limited to: air transportation and excursions such as comprehensive sightseeing tours, walking tours and/or sightseeing cruises and are detailed in the Scope of Services, attached to this Memorandum of Understanding as Exhibit A, and by this reference made fully a part of the Memorandum of Understanding.

This Memorandum of Understanding is descriptive of the parameters of the proposed trip, as already contracted by Agency with Instructor and Trip Participants. There can arise, in existing world travel conditions, an occasional extenuating circumstance which can force modifications in the travel schedule or accommodation of an individual or group of travelers, e.g., illness requiring layover or hospitalization. In those circumstances, representatives of the Agency and the District would review these extenuating circumstances on a case-by-case basis.

The Agency has received and reviewed, fully understands and, as full consideration for the right to provide the aforementioned travel services hereby agrees to be bound by this Memorandum of Understanding and to be bound by and take all reasonably necessary steps to enforce the District's Policy Concerning "Instruction and Education Program" Section A Subsections 6216 (Field Trips) and 6217 (Travel Study Program) and the District's "Instruction and Education and Education Program--Administrative Rules and Procedures" Sections 6216 (Field Trips). Both the aforementioned policy and the aforementioned Administrative Rules and Procedures are attached to the Memorandum of Understanding as Exhibits B and C respectively, and by this reference made fully a part of the Memorandum of Understanding.

The Agency and the District agree that the Agency is an independent contractor and not an employee, agent, joint venture or partner of the District. Nothing in this agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the District and the Agency or between the District and any assistant, associate, employee or agent of the Agency. Both parties acknowledge that Catherine Suárez is not an employee of the Agency.

Agency shall protect, indemnify, defend and hold harmless the District (its Board of Trustees, officers, agencies, representatives and employees, as the same may be constituted now and from time to time hereafter) from and against any and all liability, losses or damages or any expenses of costs whatsoever to the District as a result of any claims, demands, damages, costs of judgments against the District that may arise in connection with any actual or alleged negligent acts or omissions arising out of or in connection with Agency's performance of this Agreement.

The obligations of this Article 8 shall survive the expiration and/or termination of this Agreement.

The Agency shall comply with all applicable laws, ordinances, rules and regulations adopted or established by federal, state or local governmental bodies or agencies.

This Agreement shall be deemed to have been made and entered into by the parties at Pleasanton, California and shall be construed according to the laws of the State of California.

Any litigations arising out of this Agreement shall be filed in the appropriate court in the County of Alameda, State of California.

No amendment, alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by both of the parties hereto.

Each party hereby represents and warrants that each has full power and authority to enter into and perform each of their respective obligations under this Agreement and that the person signing this Agreement has been properly authorized and empowered to enter into this Agreement. Each party acknowledges that each has read, understands and agrees to be bound by this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

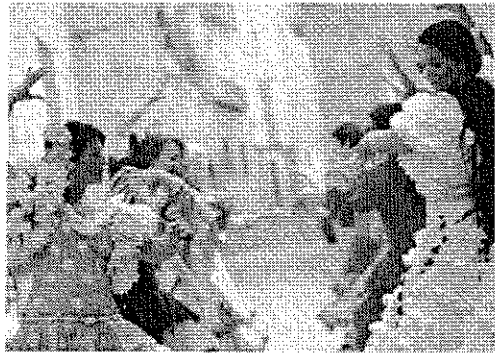
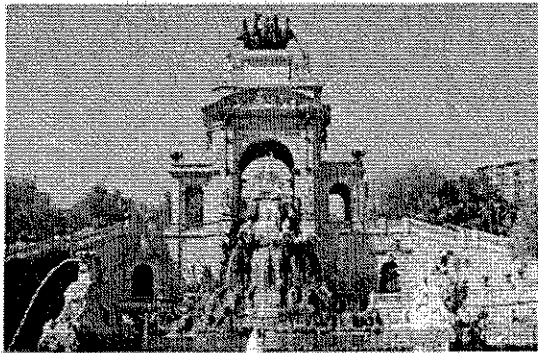
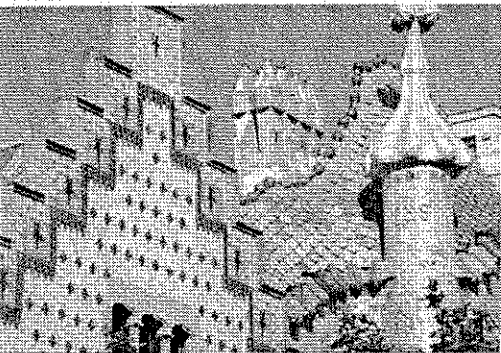
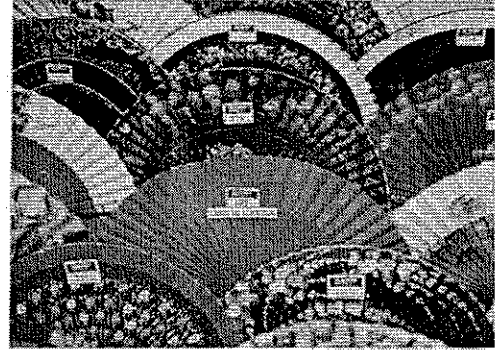
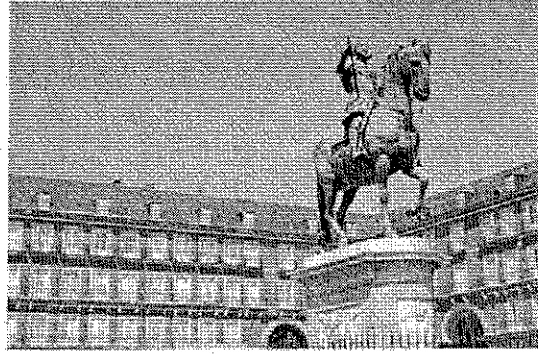
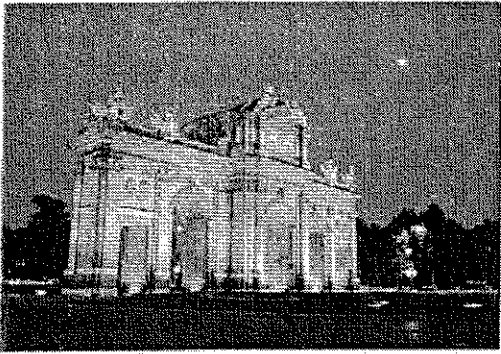
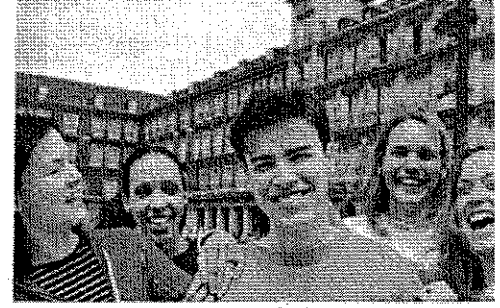
CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT

By

\_\_\_\_\_  
Lorenzo Legaspi/Dated  
Vice Chancellor, Business Services  
Chabot-Las Positas Community College District

\_\_\_\_\_  
Robert Kratochvil/Dated  
Vice President, Business Services  
Interim President  
Las Positas College

*Joseph Sorrow* 4.17.2008  
\_\_\_\_\_  
Type name/Dated  
Title *Regional Sales Manager*  
EF Tours



# MADRID TO BARCELONA



*Educational  
Tours*

EXHIBIT A

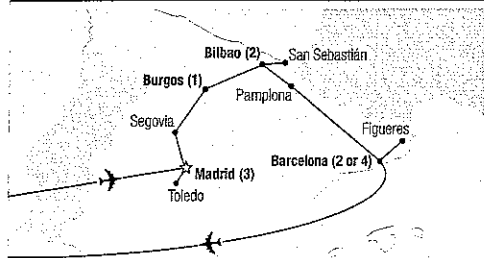
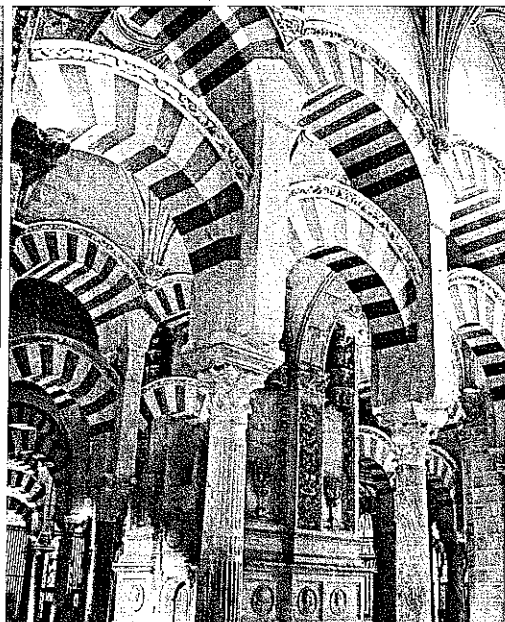
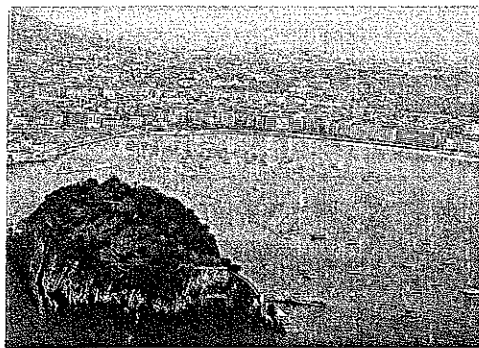


Discover the Global Classroom

10 or 12 DAYS

# Madrid to Barcelona

Spain



Number of overnight stays in parentheses. This tour may also be reversed.

Amazing art and architecture abound as you discover some of Spain's most impressive sights.

## Program Fee includes:

- Round-trip airfare
- 8 overnight stays in hotels with private bathrooms (10 with extension)
- Complete European breakfast and dinner daily
- Full-time bilingual EF Tour Director
- 5 sightseeing tours led by licensed local guides:
  - Madrid • Segovia • Burgos
  - San Sebastián • Barcelona
- 2 sightseeing tours led by your tour director:
  - Bilbao • Pamplona
- 1 EF walking tour: Barcelona
- 1 EF orientation tour: Madrid
- 8 visits to special attractions:
  - Prado • Royal Palace • Segovia Alcázar
  - Segovia Cathedral • Burgos Cathedral
  - Guggenheim Museum • Monte Igueldo
  - Parque Guell

### OPTIONAL:

Madrid Flamenco Evening • Toledo excursion

### EXTENSION: All of the above, plus:

- 1 visit to a special attraction:
  - Dalí Museum

## Day 1 Flight

**Overnight flight to Spain** • Spend the night flying across the Atlantic.

## Day 2 Madrid

**Arrival in Madrid** • Touch down in Madrid. At 2,100 feet, this is Europe's highest capital. After clearing customs you are greeted by your bilingual EF Tour Director, who will remain with you throughout your stay.

**Madrid orientation tour** • Your tour director shows you Madrid. Travel back in time to Spain's Golden Age, when painters like Goya and Velázquez ruled and the Royal Court reigned. Get acquainted with the center of Iberia and its biggest draw—the friendly *madriñenos* who inhabit the cafés, *tasca*s and flea markets that pack the city. And discover what makes Pedro Almodóvar want to immortalize the Madrid scene in his films.

**Visit to the Prado** • You'll also visit the world-renowned Prado, filled with works collected by the Spanish monarchy. One of the museum's most famous paintings is *Las Meninas* by Velázquez. You'll also find Goya's paired canvases *The Clothed Maja* and *The Naked Maja*, along with works by Bosch, El Greco and many others.

## Day 3 Madrid

**Guided sightseeing of Madrid** • Your sightseeing adventure begins with a panoramic tour of Spain's capital city. At the Puerta del Sol, the center of Madrid, pass through one of the nine arched gateways leading to the Plaza Mayor, the Renaissance hub of the city. This grand square has witnessed events ranging

from bullfights to royal weddings to public executions. Continue to the Plaza de Oriente, Madrid's largest square, outside of the Palacio Real (Royal Palace). Next, you will explore this magnificent palace, built by Bourbon King Philip V. Once the seat of the most powerful court in the world, it was here that Spain officially joined the European Community in 1986. The palace boasts more than 2,000 rooms, including one with extravagant ceramic walls. Marvel at the splendid marble staircase, the golden Throne Room and the incredible variety of priceless frescoes and chandeliers.

**Optional Flamenco Evening** • To better understand the soul of Spain, choose to attend an optional flamenco performance. Born of Indian, Moorish, Arabian and gypsy influences, flamenco dance is a passionate display of intricate heelwork and clapping, accompanied by songs and guitar.

## Day 4 Madrid

**Optional excursion to Toledo** • Embark on a journey to the former Spanish capital of Toledo, where Muslims, Jews and Christians peacefully coexisted for centuries after the arrival of the Moors in the early 8th century. You'll see the influence of all three cultures as you tour the 12th-century St. Mary's Synagogue. Designed to be a mosque, but then used as a synagogue, it was finally converted into a church. You'll also visit the cathedral that dominates Toledo's skyline before continuing to the Church of Santo Tomé. Here, you'll view *El Entierro del Conde de Orgaz* (*The Burial of Count Orgaz*), one of El Greco's



Learn before you go  
[www.eftours.com/pbs](http://www.eftours.com/pbs)

supreme achievements. Then, make a stop at a local damascene workshop; damascene is an intricate Muslim craft originating in Damascus and made famous in Toledo.

**Free time in Madrid •** Enjoy time to become better acquainted with Madrid on your own. You might wish to visit museums, view the city's many monuments and churches, walk through outdoor plazas or sample *tapas* at a café. You can also ask your tour director for fun suggestions.

#### **Day 5 Segovia • Burgos**

##### **Transfer via guided sightseeing of Segovia •**

Together with your local guide, explore the beautiful medieval city of Segovia, where Isabella was declared queen in 1474. Tour the 14th-century Alcázar fortress, where Christopher Columbus made out his will. See, too, the town's golden cathedral and Roman aqueduct. Dating from the 1st century, it was used until 1983.

**Arrival in Burgos •** Continue on to Burgos, a town renowned for its connections with El Cid (whose name means "the lord" in Arabic). This legendary leader, who spent most of his life in Burgos (and was ultimately buried here), freed Valencia from the Moors in the 11th century.

**Guided sightseeing of Burgos •** Pass by the impressive medieval architecture of this town, which pilgrims traversed on their way to Santiago during the Middle Ages. The Arco de Santa María, Burgos' last surviving medieval gate, once ushered visitors through the city's walls. Today, it is adorned with a statue of El Cid as well as a statue of Emperador Karl V. Ferdinand and Isabella welcoming Columbus back to Spain—after his second journey to the New World—at the 15th-century Casa del Cordón.

**Visit to the cathedral of Burgos •** Enjoy a visit to the cathedral of Burgos, the town's premier landmark. This Gothic structure with its stone spires dates back to the 13th-century. The cathedral houses El Cid's tomb and a painting of Mary Magdalene by Leonardo da Vinci.

#### **Day 6 Burgos • Bilbao**

**Transfer to Bilbao •** Journey to the heart of the Basque Country (or Euskadi, as the natives call it) to Bilbao, a city nestled at the foot of the Pyrenees. Tonight, savor a traditional *pinxos* dinner, which is the Basque region's form of *tapas*, small appetizer-like plates featuring a wide array of meat, vegetables, bread and cheese.

#### **Tour director-led sightseeing of Bilbao •**

See what Bilbao has to offer as your tour director shows you around. Stroll through the rustic streets of the *casco viejo* (old town) to the Catedral Basílica de Santiago, Bilbao's Gothic cathedral. You may even have time for some *churros y chocolate* (fried pastries and hot chocolate, a Spanish favorite) at a local café.

**Visit the Guggenheim Museum •** Visit Bilbao's Guggenheim Museum of modern and contemporary art. Designed by American Frank Gehry, the building is an internationally renowned architectural masterpiece. Its fanciful walls of titanium, limestone and glass surround a vast collection of 20th-century art, including works by Andy Warhol and Jackson Pollock.

#### **Day 7 San Sebastián**

**Excursion to San Sebastián •** From the top of Monte Igueldo, take in the beautiful scenery of San Sebastián, a town sandwiched between the mountains and the sea. Stroll down Playa de la Concha and through the town's old quarter, where Isabel II spent her vacations. (Napoleon III and Bismarck both spent time in San Sebastián as well.) While in the Old Town, look for numbers on the balconies above—these used to be ringside seats for bullfights. (Please note: Depending on weather conditions, groups may visit Monte Urgull instead of Monte Igueldo for views of San Sebastián.)

#### **Day 8 San Sebastián • Barcelona**

##### **Tour director-led sightseeing of Pamplona •**

Travel through Pamplona, a town best known for its annual Fiesta de San Fermín and especially its highlight, the running of the bulls. This dangerous but exciting tradition is said to have started in the 13th century as a way to move the animals through the town to be sold at the market. Ernest Hemingway set his novel *The Sun Also Rises* amid the bullfights of Pamplona.

**Transfer to Barcelona •** Follow the Costa Brava to Barcelona, Spain's second-largest city and the capital of Catalonia. Queen Isabella and King Ferdinand V received Columbus in Barcelona upon his return from the Americas in 1493. Barcelona played a prominent role in the overthrow of Spain's monarchy in 1931, and was also the last city in Spain to surrender to Franco in 1939.

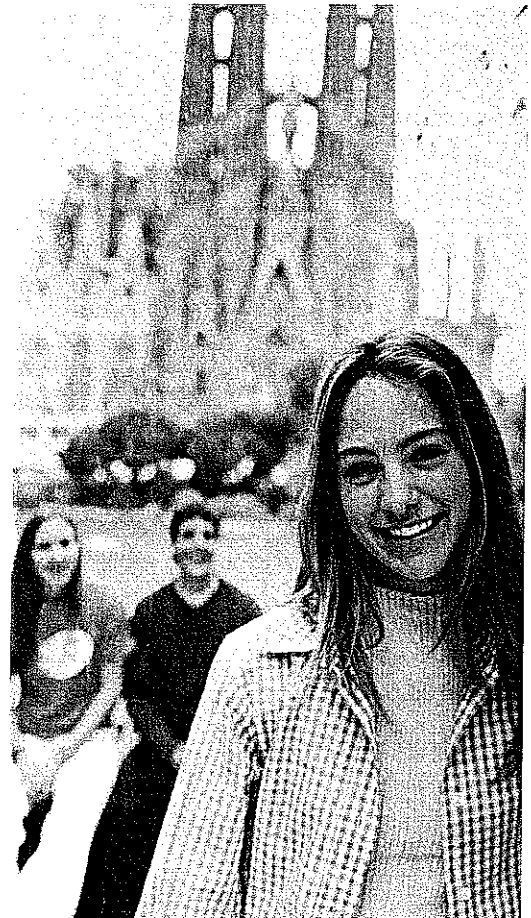
#### **Day 9 Barcelona**

**Guided sightseeing of Barcelona •** Your guided tour takes you past the controversial and still-unfinished La Sagrada Familia (the

Church of the Holy Family), where you will make a photo stop. This masterpiece of twisting spires and colorful mosaics was designed by Gaudí, who estimated it would take 200 years to complete. You will also see some of Gaudí's other works during our panoramic bus tour of Paseo de Gracia, one of Spain's most cosmopolitan streets. Check out Plaza de Catalunya and Plaza España, a bustling six-street intersection that boasts the Magic Fountain of Montjuïc, a fountain that puts on a fabulous show of water, lights and music on the weekends. Then enjoy a marvelous harbor view from atop Montjuïc Hill, where much of the 1992 Olympics took place. Here, you will see the former stadium and the Olympic Rings. Continue to the Plaza de Colón, a square built in honor of Christopher Columbus ("Columbus" is *Colón* in Spanish). Finish your tour in the 14th-century Barrio Gótico, the oldest surviving part of the city and home to the stunning Barcelona Cathedral, built in the Mediterranean Gothic style.

**Visit to Parque Guell •** You'll also visit Parque Guell, a World Heritage Site designed by Antoni Gaudí. The beautifully landscaped park is decorated with playful Modernist mosaics. Visit the Room of a Hundred Columns, a covered market with 84 pillars, and see the Casa-Museu, where Gaudí lived from 1906 to 1926.

Pack your camera and remember the best moments of your tour!



**EF walking tour of Barcelona** • Barcelona, known as “La Gran Encisera” (the Great Enchantress) has inspired countless artists—Miró, Picasso and Dalí all lived or studied here at the beginning of their careers. Experience the spirit and romance of Barcelona on our EF walking tour. Your tour director takes you down Las Ramblas, the tree-lined pedestrian boulevard that W. Somerset Maugham called “the most beautiful street in the world.” Wander among the newspaper kiosks, flower and bird stalls, and performers, from human statues to street musicians to fortune tellers. Restaurants, cafés and hotels abound, as do tourists and locals alike.

#### **Day 10 Home**

**Return home** • Your tour director assists with the transfer to the airport, where you’ll check in for your return flight home.

#### **EXTENSION**

##### **Day 10 Barcelona**

**Full day excursion to Figueras** • Join a full-day excursion to Figueras, a fascinating Catalán city on the exquisite Costa Brava. You’ll visit the Museu Dalí, the most visited museum in Spain after the Prado and a true delight for everyone who appreciates absurdity, fantasy and participation. Converted from an old theater in 1974, Salvador Dalí created the museum as a repository for some of his most bizarre works. Don’t miss the living room designed as “The Face of Mae West,” with the famous red sofa as her lips.

**Free time in Tossa del Mar** • Enjoy free time in Tossa de Mar. Visit the Vila Vela or old town, known for its city walls, which were particularly effective in protecting the town from pirates in the 16th century. Wander along the narrow, cobbled streets, past stone cottages, to

Vila Nova or new town. Here, you’ll find many boutiques and enough restaurants to satisfy everyone. Art lovers will want to check out the many small art galleries and the Museo Municipal, considered Spain’s first modern art museum. Marc Chagall, Picasso and Salvador Dalí were once visitors to the Costa Brava, and today, visitors can see their works in the Museo Municipal or pick up reproductions at one of the many art galleries. You may also want to take some time to relax on one of the beautiful beaches or to visit the lighthouse for spectacular city views.

#### **Day 11 Barcelona**

**Free day in Barcelona** • Enjoy a free day of exploring. Barcelona is an art lover’s dream city. Picasso enthusiasts can get their fill with a visit to the Picasso Museum, which houses more than 3,500 pieces of art. The permanent exhibits explore the artist’s relationship with the city of Barcelona. You can see the works of another of Barcelona’s famous artists, Joan Miró, at the Miró Foundation. Whether you are a lifelong admirer of his work or just discovering his art, some of the pieces in this gallery are sure to surprise you. Alternatively, you can visit La Pedrera, a residential building built by one of Barcelona’s most famous artists, Antoni Gaudí. The building’s stone façade was created without the use of straight lines, and the fantastical roof looks as if it is supporting warriors in a forest.

#### **Day 12 Home**

**Return home** • Your tour director assists with the transfer to Barcelona, where you’ll check in at the airport for your return flight home.

**For complete financial and registration details, please refer to the Booking Conditions.**

**Discover the Global Classroom**



*Educational Tours*

# EXHIBIT B

## Instruction and Educational Program

### Administrative Rules and Procedures

#### 6216 Field Trips

##### 1. Class I Field Trips

a. **Instructor Responsibility** - A Class I field trip must be a planned educational experience which is not available in the classroom. The instructor planning a Class I field trip is responsible for:

- 1) Pre-planning, previewing, leading and evaluating the field trip as an educational experience.
- 2) Obtaining verbal authorization from the Division Dean.
- 3) Advising the division office on the day of the trip of the time to be gone from the classroom and the destination.
- 4) Obtaining necessary clearance from the office of community services for the use of campus facilities other than the assigned classroom(s). After the semester schedule is completed all unassigned space is placed under the jurisdiction of the community services office.

##### 2. Class II Field Trips

a. **Instructor Responsibility** - A Class II field trip must be a planned educational experience which is not available in the classroom. The instructor planning a Class II field trip is responsible for:

- 1) Pre-planning, previewing, leading and evaluating the field trip as an educational experience.
- 2) Preparing and submitting the college Field Trip Request Form at least two weeks prior to the date of the trip.

Requests will be submitted to the Division Dean or other designated manager. Approved requests will be forwarded by the Division Dean to the office of Academic Services.

## Instruction and Educational Program

### Administrative Rules and Procedures

#### 6216 Field Trips

Approved requests will be submitted by the Vice President of Academic Services or designee to the President of the college or designee. The President or designee will submit requests to the Chancellor for approval by the Board of Trustees.

- 3) Insuring that all arrangements are made.
- 4) Supervising the conduct of the trip.

b. **Division Dean Responsibility** - The Division Dean or other designated manager is responsible for:

- 1) Validating the purpose of the proposed field trip.
- 2) Insuring that funds are available in the division budget to defray the costs of the trip.
- 3) Forwarding approved requests to the office of Academic Services.

#### 3. Class III Field Trips

a. **Instructor Responsibility** - A Class III field trip must be a planned educational experience which is not available in the classroom. The instructor planning a Class III field trip is responsible for:

- 1) Pre-planning, previewing, leading and evaluating the field trip as an educational experience.
- 2) Preparing and submitting the college Field Trip Request Form at least one month prior to the date of the trip.

Requests will be submitted to the Division Dean or other designated manager. Approved requests will be forwarded by the Division Dean to the office of Academic Services. Approved requests will be submitted by the appropriate



## Instruction and Educational Program

### Administrative Rules and Procedures

#### 6216 Field Trips

Dean or designee to the President of the college or designee.

- 3) Insuring that all necessary arrangements are made.
- 4) Supervising the conduct of the trip.

**b. Division Dean Responsibility** - The Division Dean or other designated manager is responsible for:

- 1) Validating the purpose of the proposed field trip.
- 2) Insuring that funds are available in the division budget to defray the costs of the trip.
- 3) Forwarding approved requests to the office of Academic Services.

#### 4. Class IV Field Trips

In accordance with the Education Code, adult students or parent/guardians of minor students **must** sign the waiver of claims against the Chabot-Las Positas Community College District and the State of California for injury, accident, illness or death occurring during or by reason of the field trip.

**a. Instructor Responsibility** - A Class IV field trip must be a planned educational experience which is not available in the classroom. The instructor planning a Class IV field trip is responsible for:

- 1) Pre-planning, previewing, leading and evaluating the field trip as an educational experience.
- 2) Preparing and submitting the college Field Trip Request Form at least one month prior to the date of the trip.

Requests will be submitted to the Division Dean or other

## **Instruction and Educational Program**

### **Administrative Rules and Procedures**

#### **6216 Field Trips**

designated manager. Approved requests will be forwarded by the Division Dean to the office of Academic Services. Approved requests will be submitted by the appropriate dean or designees to the President of the college or designee.

- 3) Insuring that all necessary arrangements are made.
- 4) Insuring that all students and the parents or guardian of minor students have signed and returned the waiver of claims form. Forms for all students must be filed by the instructor in the Vice President of Academic Services office at least three school days before the field trip begins. Failure to file the form with the Vice President shall prevent student(s) from participating in the field trip.
- 5) Supervising the conduct of the trip.

#### **5. Field Experience Activities**

- a. The description of all approved field experience activities will be included in the class schedule.
- b. The authorization for extended campus activities allows students to report directly to assigned stations off campus at scheduled dates and times.
- c. The authorization allows instructors to assign and schedule individual students to alternate stations according to the division master plan. Such assignment may or may not be under the direct supervision of the instructor.
- d. Any movement or assignment of students not shown on the master plan and quarterly schedule will be processed as a Class II or III field trip.
- e. Authorization for field experience activities is granted by the Board on an annual basis.

## **Instruction and Educational Program**

### **Administrative Rules and Procedures**

#### **6216 Field Trips**

- f. Division Responsibility - The Dean of each division or other designated manager who is involved with extended campus activities will:
  - 1) Prepare an annual master plan for extended campus activities.
  - 2) Submit a request for authorization to implement the plan. The master plan and request will be submitted to the Vice President of Academic Services or designee on or before February 1 of the preceding year.
  - 3) Submit to the Vice President of Academic Services or designee each semester a schedule showing the extended campus assignments of students.
  - 4) Ensure that all arrangements are made.
  - 5) Coordinate the program during each semester.

#### **6. Procedures Relating to Both Field Trips and Field Experience**

- a. The following limitations are established for field trips:
  - 1) Field trips may not be scheduled on State, legal or school holidays. Field trips during recess periods require prior discussion and approval of the Vice President of Academic Services or designee.
  - 2) Field trips may not be scheduled during the last two weeks of any semester.
  - 3) Students cannot be required to attend field trips when admission fees are charged.
  - 4) Activities requiring admission fees and other such costs to

## **Instruction and Educational Program**

### **Administrative Rules and Procedures**

#### **6216 Field Trips**

students should not be scheduled during regular class hours.

- 5) Field trips that require students to miss other classes should be carefully coordinated in advance with the instructors involved.
- 6) It is the responsibility of the individual student to notify in advance the instructors of classes which he or she will miss while on the field trip.
- 7) Students must make up work missed because of field trips.
- 8) There will be no penalty for students who miss a class because of a field trip required by another, if the trip is verified in advance and if the student makes up the required work within the agreed time.
- 9) Class sessions held off campus in instructors' homes, students' homes, or elsewhere are authorized only when approved as Class II or III field trips.
- 10) Instructors cannot be reimbursed for time devoted to field trips held outside of the regularly assigned class hours. Under special circumstances and with appropriate approval for the classification, a field trip may be conducted in lieu of a regularly scheduled class period. In these situations the instructor can be reimbursed for time equal to the class involved.

#### **b. Instructor Responsibility**

- 1) Each instructor sponsoring a field trip is an agent of the college and as such is responsible for making proper arrangements for the trip, including a first-aid kit, and conducting the trip in ways which ensure against negligence and safeguard the welfare of the students while under the

## Instruction and Educational Program

### Administrative Rules and Procedures

#### 6216 Field Trips

jurisdiction of the college.

- 2) Each instructor planning a field trip which will take students from other classes shall prepare a notice of that activity including a roster of the names of the students involved.

Copies of this notice and roster will be given to each student for presentation to the instructor(s) of the class(es) he or she will miss while on the field trip.

- 3) When arrangements have been made in advance to have students go on their own to a field trip destination and when the class assembles and convenes at the destination, the instructor may meet them at the destination.

- 4) When a class is convened on campus and moved as a group from the campus to the field trip destination the instructor must meet the class on campus and accompany it enroute unless other arrangements have been approved by the Vice President of Academic Services or designee.

- c. Transportation for Class II, III and IV field trips can be arranged in any one of several ways.

- 1) The use of **district-owned vehicles** may be requested on the Field Trip Request Form, dependent upon the number of students participating.

The cost of the use of the district-owned vehicles is chargeable to the budget of the appropriate division at the current mileage rate.

- 2) If the number of persons exceeds the capacity of district vehicles, **charter bus** transportation may be requested on the Field Trip Request Form.

The cost of the charter service is chargeable to the budget of

## Instruction and Educational Program

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the appropriate division.

- 3) Instructors may use their **own vehicles** to provide transportation for students on approved field trips. Approval must be obtained on the Field Trip Request Form.
- 4) The use of **privately-owned vehicles** to carry students on field trips is the least desirable method of transportation. Only under unique conditions should this means of transportation be considered.

Under no circumstances will privately-owned vehicles be used without prior approval obtained on the Field Trip Request Form.

- 5) Instructors may suggest that students go on their own to destinations or events to observe, to hear, to see, or otherwise gain experience related to the course of study. The assignment must be voluntary, however, and no penalty can be assessed for students who do not or cannot complete the assignment. Alternative assignments should be provided.

## **Instruction and Educational Program**

### **A. Educational Program**

#### **6216 Field Trips \***

Field trips specifically related to the learning objectives of a course of study are encouraged by the District and the Colleges. A field trip is defined as any movement of a class outside of its regularly assigned classroom(s) for the purpose of receiving educational experiences not possible in the classroom(s).

Field trips are defined under four classes.

**Class I.** Class I field trips are on-campus activities extending outside the assigned classroom(s) but limited to the boundaries of the college campus.

**Authorization.** First line administrator or other designated administrator.

**Class II and III.** Class II field trips are in-district activities conducted off campus but limited by the boundaries of the Chabot-Las Positas Community College District. Class III field trips are activities conducted outside the boundaries of the Chabot-Las Positas Community College District, but within the State of California.

**Authorization.** President of the college or designee.

**Class IV.** Class IV field trips are out-of-state activities conducted outside the State of California.

**Authorization.** President of the college or designee.

The procedures necessary to carry out this policy are included in the Administrative Rules and Procedures.

# EXHIBIT C

## Instruction and Educational Program

### A. Educational Program

#### 6217 Travel Study Programs

College credit travel study programs and fee-based travel study programs may be offered by the colleges. A program application including a detailed itinerary and daily activities shall be submitted for consideration by the college Vice-President for Academic Services. Programs offering academic credit must conform to approved course outlines, including written assignments and grading standards. Academic programs shall offer classroom type instruction with standards equivalent to on-campus classes.

#### 1. Program Approval

- a. Board Approval - Each travel study program shall be approved by the Board of Trustees. Authorization of travel outside the US may be revised in time of war or regional conflict.
- b. Contract Approval - All program arrangements shall be included in a written contract prepared by the college Office of Academic Services and approved by the Vice Chancellor of Business Services.

#### 2. Insurance and Liability

- a. Liability insurance shall be provided by the contractor handling program arrangements. A contractor shall provide the District with a valid certificate of insurance for each course or program naming the District as additional insured with a single limit of liability of not less than \$1,000,000, with evidence that the policy covers the worldwide exposures of the travel study program. The contractor shall also provide a hold harmless agreement in a form determined by the District's Business Office. The certificate shall be submitted with the executed contract to the Vice-Chancellor of Business Services prior to commencement of the program. All participating students shall be required by the contractor to secure medical and accident insurance for their own protection in amounts specified by the District. In addition, the contractor shall arrange for all medical and hospital arrangements that may be required. The contractor shall make available to participating students trip cancellation and baggage loss insurance.



## **Instruction and Educational Program**

### **A. Educational Program**

#### **6217 Travel Study Programs**

- b. Release - All participating students shall complete a District "Field Trip and Travel Study Program Release" form holding the District harmless from any claims arising out of or resulting from the student's participation. The signature of a parent or legal guardian is required for minors.
- c. Student Returning Independently - Students wishing to leave a group prior to completion of the program will be required to sign a notice of intent and release. Legal minors must have the signature of a parent or legal guardian.

### **3. Fiscal Components**

- a. Funding of Programs - Travel study programs may be funded by several means:
  - 1) Credit classes may be funded as part of the regular budget. Such provisions shall be included in the executed contract between the District and contractor.
  - 2) Fee-based classes will be funded entirely by student fees.
  - 3) Contractors may provide traveling and living expenses of instructors. Such provisions shall be included in the executed contract between the District and the contractor.
- b. Contracting Agencies - Contracting agencies must meet criteria established by the District in regard to general content of a program, including financial obligations and arrangements, program costs, contingency provisions for emergencies, scholarships for students, types and quality of transportation provided, meals, housing and facility arrangements, and staff assistance and supervision.

**CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT**  
**Foreign Travel Agreement**

Name on Passport: \_\_\_\_\_

Passport Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

The undersigned has voluntarily enrolled in the \_\_\_\_\_  
course involving foreign travel. I understand and agree to all of the following:

- Travel to any foreign country may involve changes in plans, unexpected delays, and limited access to some services;
- I am subject to the laws of the country visited;
- The College cannot be held responsible or accountable for the actions of a foreign government or its representatives;
- By their very nature, the use of transportation, housing, food and other goods and services or activities in connection with participation in this program and tour carries a risk of personal injury, property loss, or both, to participants. In spite of these risks, I wish to participate in the course and tour, and assume the liability and responsibility for any and all potential risks that may be associated with participation in the program;
- I agree to release and discharge the district, its officers, employee and agents from liability for injury, damage or loss of any kind, that may arise in any way or for whatever reason out of participation in the course and tour;
- After my airline ticket has been issued, it is non-refundable;
- The payment for the trip is non-refundable as of 30 days prior to the scheduled departure date unless the district cancels the trip;
- The district reserves the right to cancel the trip or my participation in the trip, at its discretion and at any time, as long as all money paid to the district by me for the trip is refunded;
- I have *no* known medical condition that would risk my health or safety by my participating in the course and tour;
- Pursuant to California Code of Regulations, Subchapter 5, Section 55450, by participating in this field trip/excursion, I am deemed by law to have waived any claims against the district for injury, accident, illness or death occurring during or by reason of this trip;
- I am expected to follow all applicable board policies that may apply to the course and trip, and adhere to the student code of conduct.

I have read, understand and agree to all of the above.

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

**CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT**

**VOLUNTARY ACTIVITY WAIVER, RELEASE & INDEMNITY AGREEMENT**

For and in consideration of permitting \_\_\_\_\_ (name of participant) to enroll in and participate in the *Travel Study from Madrid to Barcelona, between Tuesday, June 3, 2008, and Thursday, June 12, 2008*, and class instruction of *Independent Study Humanities 29 (Travel Study from Madrid to Barcelona; Summer Intersession 2008)* given by *Las Positas College in the City of Livermore, County of Alameda, State of California*, the undersigned hereby voluntarily releases, discharges, waives and relinquishes any and all actions or causes of action for personal injury, property damage or wrongful death occurring to him/herself arising as a result of engaging or receiving instructions in said activity or any activities incidental thereto wherever or however the same may occur and continue, and the undersigned does for him/herself, his/her heirs, executors, administrators and assigns hereby release, waive, discharge and relinquish any action or causes of action, aforesaid, which may hereafter arise for him/herself and for his/her estate, and agrees that under no circumstances will he/she or his/her heirs, executors, administrators and assigns prosecute, present any claim for personal injury, property damage or wrongful death against the *Chabot-Las Positas Community College District* or any of its officers, agents or employees for any of said causes of action, whether the same shall arise by the negligence of any of said persons, or otherwise.

**It is the intention of \_\_\_\_\_ (participant) by this instrument, to exempt and relieve *Chabot-Las Positas Community College District* from liability for personal injury, property damage or wrongful death caused by negligence.**

The undersigned, for him/herself, his/her heirs, executors, administrators or assigns, agrees that in the event any claim for personal injury, property damage or wrongful death shall be prosecuted against *Chabot-Las Positas Community College District*, he/she shall indemnify and save harmless the same *Chabot-Las Positas Community College District* from any and claims or causes of action by whomever or wherever made or presented for personal injuries, property damage or wrongful death.

The undersigned acknowledges that he/she has read the foregoing Waiver of Liability Notice and the foregoing three (3) paragraphs, has been fully and completely advised of the potential dangers incidental to engaging in the activity and instructing of *Humanities 9 (Travel Study to Barcelona, Spain)*, and is fully aware of the legal consequences of signing the within instrument.

\_\_\_\_\_  
Signature (Participant)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature (Witness)

\_\_\_\_\_  
Date