



This Basic Services Agreement ("Agreement") is made and entered into by and between the **MiraCosta Community College District**, a community college district of the State of California ("District") and **The American Institute for Foreign Study** ("Contractor"). District and Contractor are referred to in this Agreement individually as "Party" and collectively as "Parties."

WHEREAS, Contractor warrants and represents to District that Contractor has the experience, qualifications, expertise, and resources to successfully and effectively perform the Services described in this Agreement, is properly licensed or certified to perform the Services, and will provide the Services to the District in compliance with all applicable laws and regulations; and

WHEREAS, the District desires to engage Contractor for the purpose of performing the Services described in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth below, the Parties agree as follows:

- 1. Services to be provided by Contractor.** Contractor shall perform the services for the District as set forth in this Agreement and in the attached Exhibit A, which is fully incorporated into this Agreement by this reference (collectively "Services"), and in accordance with the terms and conditions in this Agreement. Contractor agrees to perform the Services consistent with the professional skill and care of Contractor's profession and in compliance with all applicable laws and regulations. All of Contractor's activities will be at its own risk and Contractor is hereby given notice of responsibility for arrangements to guard against physical, financial, and other risks as appropriate. Contractor assumes full responsibility for the acts or omissions of Contractor's employees, agents, consultants, and subcontractors as they relate to this Agreement or the Services. The Parties agree that the Contractor will immediately remove any of Contractor's employees, agents, consultants, or subcontractors from the District's facilities upon the District's instruction, as determined by the District in its sole discretion, for any or no reason. Contractor agrees to promptly provide a replacement employee, agent, consultant, or subcontractor acceptable to the District to perform the Services
- 2. Time is of the Essence.** Contractor agrees that time is of the essence and Contractor shall perform the Services in an expeditious and timely manner so as not to unreasonably delay the purpose of this Agreement. Contractor shall promptly notify the District of any expected delay in the performance of Services.
- 3. Term.** This Agreement will begin and will be completed by the dates specified in Exhibit A. Completion of the Services, including all deliverables as described in Exhibit A, must be made to the satisfaction of the District.
- 4. Compensation.** The District shall pay the Contractor for Services satisfactorily performed in the manner and amount specified in Exhibit A.
- 5. Licenses and Permits.** Contractor and all of Contractor's employees, agents, consultants, and subcontractors, will secure and maintain in force throughout the term of this Agreement all licenses, permits, qualifications, and approvals as are required by law, in connection with the performance of the Services.

6. Taxes. Contractor will fully complete, and provide to the District as required, the Internal Revenue Service W-9 form or other required reporting forms. Contractor acknowledges and agrees that it is Contractor's sole responsibility to make the requisite tax filings and payment to the appropriate federal, state, or local tax authorities. The District will not withhold any part of the Contractor's compensation for the payment of social security, unemployment, or disability insurance or any other similar state or federal tax obligations. Contractor is solely responsible for all tax consequences and obligations related to the Services and the District's payment for the Services, and Contractor agrees to indemnify, defend, and hold the District harmless from any tax consequences.

7. Expenses and Equipment. Contractor is solely and fully responsible for all costs and expenses incident to the performance of the Services, including any and all licensing or permit fees, instrumentalities, supplies, tools, equipment, or materials needed to perform the Services. If the District furnishes any goods, materials, or other equipment to Contractor, Contractor assumes complete liability for those goods, materials, or other equipment. Contractor agrees to promptly pay the District the repair or replacement costs for such goods, materials, or other equipment not returned to the District in a satisfactory condition, as solely determined by the District.

8. Travel Expenses. All travel, lodging, and meal per diem expenses in connection with the Agreement for which reimbursement may be claimed by the Contractor under the terms of the Agreement will be reviewed against the District's Employee Travel Policy. Current United States GSA Domestic Per Diem Rates (the "Rates") for meals are available at: <https://www.gsa.gov/travel/>. Current IRS mileage reimbursements rates are available at: <https://www.irs.gov/tax-professionals/standard-mileage-rates>. No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy and hotel rooms other than standard will not be reimbursed. Lodging charges are for reasonable, single occupancy, standard room rates. Lodging charges in excess of standard room rates will not be reimbursed.

9. Independent Contractor. In performing Services, Contractor shall be deemed and act as an independent contractor. Contractor understands and agrees that neither Contractor nor any of Contractor's employees, agents, consultants, or subcontractors shall be considered officers, employees, or agents of the District, and are therefore not entitled to benefits of any kind or nature that are normally provided employees of the District or to which the District's employees are normally entitled, including but not limited to workers' compensation or unemployment benefits. Contractor further understands that this Agreement is not intended to, and shall not be construed to, create a joint venture or association, or any other relationship whatsoever other than an independent contractor relationship. Contractor shall perform the Services and obligations under this Agreement according to the Contractor's own means and methods of work which shall be in the exclusive charge and under the control of Contractor, and which shall not be subject to control or supervision by the District, except as to the results of the Services. Contractor acknowledges that: (1) Contractor is free from the control and direction of the District in connection with the performance of Services; (2) Contractor performs the Services outside the usual course of the District's business; and (3) Contractor is customarily engaged in an independently established trade, occupation, or business of the same nature as the Services performed for the District. To the furthest extent provided by law, Contractor agrees to defend, indemnify, and hold the District harmless from any claims, demands, liabilities, damages, penalties, or taxes resulting from any misclassification of Contractor's employees (as independent contractors) who provide Services under this Agreement.

10. Compliance with Applicable Laws, Policies, Procedures, Rules & Regulations. Contractor shall, at all times during this Agreement, comply with all applicable laws, regulations, rules, and policies governing or related to the Services. Contractor further agrees to comply with all applicable state and local laws, orders, and guidelines related to preventing occupational exposure to COVID-19, or other viral or bacterial agents as may be identified by local, state, or federal authorities as requiring specific mitigation and remediation procedures, that are now or may in the future become applicable to the Contractor or the Services. Contractor shall also comply with all District policies, rules, and requirements, including those related to preventing exposure to COVID-19, at all times. Contractor is further responsible for ensuring that its employees, agents, consultants, and subcontractors providing Services under this Agreement are trained in safe work practices, the use of personal protective equipment (“PPE”), and other workplace standards that apply to preventing occupational exposure to COVID-19 or other viral or bacterial agents. Contractor agrees to promptly respond to safety requests made by District. To the furthest extent provided by law, Contractor further agrees to defend, indemnify and hold District harmless from any claims, demands, or liabilities (including attorneys’ fees and costs), brought by Contractor’s employees, agents, consultants, or subcontractors, for claims of injury or illness while present at the District’s facilities or performing Services for the District, including exposure to COVID-19 or other viral or bacterial agents, or in any way arising out of or related to being present or performing services at District’s property. Contractor, its employees, and/or its subcontractors will, at all times, comply with the District’s COVID-19 protocols while at any of the District’s property locations: <http://miracosta.edu/contractor-covid-protocols>

11. Termination. District may terminate this Agreement for its convenience at any time by written notification to Contractor. Termination will be effective on the date specified by the District in its notice. District will pay Contractor all earned and undisputed amounts for Services provided through the date of termination, or, as applicable, Contractor will refund to the District a pro rata share of any prepaid amounts or fees within 30 days of the effective date of termination. Upon or prior to the effective date of termination, Contractor shall provide the District with all documents, including final or draft documents, produced or collected by Contractor related to the Services.

12. Ownership of Work Product. The Services performed hereunder are work made for hire and District shall exclusively own, in perpetuity and worldwide, all rights to and flowing from the Services, including any intellectual property, systems, materials, documents, or other work product performed, produced, or created under this Agreement or related to the Services (collectively “Work Product”). Contractor assigns to District any and all rights Contractor could have, may have, or does have, in the Work Product, and District shall have all right, title, and interest in the Work Product, including the right to secure and maintain the copyright, trademark, and patent of the Work Product. The District shall be permitted, in its sole discretion, to reproduce, distribute, modify, and use the Work Product in any manner desired. Contractor consents to the use of Contractor’s name in conjunction with the sale, use, performance, and distribution of Work Product, for any purpose and in any medium.

13. Limitation of Liability. The District’s financial obligations under this Agreement are limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, the Parties agree that in no event shall the District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect, or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or for the Services performed in connection with this Agreement.

14. Indemnification and Hold Harmless. To the furthest extent provided by law, Contractor shall indemnify, defend, and hold the District, its Board of Trustees, officers, agents, employees, and volunteers harmless against any and all liability, claims, suits, demands, causes of action, damages, losses, injuries, and expenses of any kind, including reasonable attorneys' fees and costs, whether actual or alleged, in law or equity, to property or persons, including personal injury, damages or injuries/illnesses, including COVID-19, wrongful death, contractual liability, infringement of a third party's intellectual property rights, or damage to property ("Claim"), arising from or related to any act or omission of Contractor or its employees, officers, consultants, agents, subcontractors, or volunteers, except the extent that a Claim is caused by the District's gross negligence or willful misconduct. The provisions of this section shall survive the termination or expiration of this Agreement.

15. Insurance. Contractor must procure and maintain during the term of the Agreement, and must ensure that each subcontractor performing any part or portion of the Services will procure and maintain during the term of the Agreement, the following insurance with minimum limits equal to the amount indicated below.

- a. Commercial General Liability Insurance.** Commercial General Liability insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate for personal injury, bodily injury, death, and property and other damage, including coverages for contractual liability, personal injury, broad form property damage, independent contractors, products and completed operations (required from all contractors);
- b. Commercial Automobile Liability Insurance.** Commercial Automobile Liability insurance with limits not less than \$1,000,000 each occurrence for bodily injury and property damage, including coverages for owned, non-owned and hired vehicles for all activities of Contractor or its employees, agents, consultants, or subcontractors arising out of or in connection with the Agreement or Services.
- c. Workers' Compensation and Employers' Liability Insurance.** In accordance with Section 3700 of the California Labor Code, Contractor shall be required to secure workers' compensation coverage for its employees in the amount required by law. Contractor shall maintain required Employers' Liability Insurance with limits of not less than \$1,000,000 per occurrence (accident) and \$1,000,000 per employee (disease).
- d. Professional Liability Insurance (If applicable to type of service).** Professional Liability insurance with limits not less than \$1,000,000 each claim and \$2,000,000 aggregate, with respect to coverage for errors and omissions arising from professional services rendered under this Agreement by Contractor or any of Contractor's employees, agents, consultants, or subcontractors.
- e. Cyber Liability (If applicable to type of service).** Minimum limits not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.
- f. Proof of Insurance and Insurance Terms.** Contractor shall not commence the Services or any work under this Agreement until it provides the District Certificates of Insurance with original

endorsements evidencing the insurance coverage required herein. Each policy required herein, except workers' compensation and professional liability, shall be endorsed with specific language naming the MiraCosta Community College District and its trustees, officers, agents, employees, and volunteers ("Additional Insureds") as additional insured parties and waiving subrogation rights against the Additional Insureds, and each Certificate of Insurance shall so specify. Such certificates shall evidence all coverages and limits required by the District in this Agreement and shall specify that insurers will give the District thirty (30) days prior written notice of non-renewal or cancellation. Each policy required herein shall be primary to any other insurance or self-insurance available to the District, its officers, trustees, agents, employees, and volunteers, and shall apply separately to each. Contractor is solely responsible for the payment of any and all premiums, deductibles, or self-insurance retentions. Contractor will ensure insurance is placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District. Contractor's provision of the required insurance hereunder shall not act as a potential limitation on Contractor's liability.

16. Confidential Information. Contractor understands and acknowledges that during its performance of the Services it or its employees, agents, consultants, or subcontractors may have access to private and confidential information in the District's possession, custody, or control, including but not limited to private information regarding students, families, faculty, employees, staff, donors, alumni, or other personnel data or information, including a student's education records as defined by 20 USC section 1232g, and other District related trade secrets, business plans, and other proprietary information ("Confidential Information"). Contractor will not disclose, copy, or modify any Confidential Information without the District's prior written consent unless otherwise required by law. Contractor will immediately notify the District if it becomes aware of any possible unauthorized disclosure or use of the Confidential Information. Contractor agrees to promptly return all copies of Confidential Information to the District upon expiration or termination of this Agreement. If the Contractor has access to Confidential Information, Contractor shall limit its employees', agents', consultants', and subcontractors' access to the records to those persons for whom access is essential to the performance of the Services. At all times during and after the term of this Agreement, Contractor shall comply with the applicable terms of the Family Educational Rights and Privacy act of 1974 (FERPA). Contractor may be required to execute supplemental confidentiality and non-disclosure agreements as solely determined by the District. This section shall survive the termination or expiration of this Agreement.

17. Disabled Accessibility and Electronic and Information Technologies. Contractor hereby warrants that any goods or services, including any hardware or software products or services, to be provided under the Agreement comply with the accessibility requirements of section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1194. Contractor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services which is brought to its attention and will designate a contact person for expediting any complaints applicable to California Government Code §11135. Contractor further agrees to indemnify, defend, and hold harmless the District, the Chancellor's Office of the California Community Colleges, and any California community college using the Contractor's products or services from any claim arising out of its failure to comply with these requirements. Failure to comply with these requirements shall constitute a breach and be grounds for termination of the Agreement. Contractor and any of its agents, consultants, and subcontractors shall provide credible, third-party verification demonstrating compliance of product accessibility per current requirements of the revised US Section 508

Standards or Web Content Accessibility Guidelines 2.0, Level AA (WCAG 2.0, AA) upon initial deployment and with each major subsequent release prior to production use by faculty, staff, or students. Appropriate documentation detailing the testing, including evaluation results, will be current and maintained.

18. Non-Discrimination. Contractor and District mutually agree that they will comply with all applicable federal and state anti-discrimination laws and regulations and agree not to unlawfully discriminate against any prospective or active employee engaged in the Services, or against any other person, on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or veteran or military status or any other category protected by law. Contractor agrees to require like compliance by all hired agents, consultants, and subcontractors.

19. Complaints and Investigations. Contractor will fully cooperate with District and will comply with all applicable laws and District and other community college district policies and requirements related to investigations of allegations of discrimination, harassment, and retaliation, including Contractor producing its directors, trustees, officers, agents, employees, consultants, and subcontractors for investigative interviews as deemed necessary by District.

20. Provisions Required by Law Deemed Inserted. Each and every provision of law and clause applicable to this Agreement or required by law to be inserted in this Agreement, is deemed inserted herein and the Agreement shall be read and enforced as though the provisions are included herein.

21. Audit. Contractor agrees that the District has the right to review, audit, and to copy any of Contractor's or Contractor's employees', agents', consultants', or subcontractors' records and supporting documentation relating to the Services or the performance of this Agreement and any expenses or compensation incurred, charged, or requested by Contractor. Contractor agrees to maintain such records for possible audit for a minimum of four (4) years after final payment, unless a longer period of records retention is required or stipulated. Contractor agrees to allow the District access to these records during normal business hours and to allow interviews of any employees, agents, consultants, or subcontractors who might reasonably have information related to such records. Contractor agrees to include a similar right of the District to audit records and interview staff in any subcontract related to performance of this Agreement. This section shall survive the termination or expiration of this Agreement.

22. Registration for Public Works. If Contractor is performing a public work, as defined by California Labor Code Section 1720, Contractor must comply with all applicable rules and regulations, including adhering to the requirements of California Labor Code Section 1725.5 (Department of Industrial Relations Contractor Registration), as a prerequisite to performing any Services under this Agreement.

23. Advertising. Contractor shall not use the name of the District, its officers, trustees, directors, employees, or agents, in advertising, social marketing campaigns, publicity releases, or otherwise without securing the prior written consent of the District in each instance.

24. Notice. All notices required or permitted to be given under this Agreement by either Party to the other, shall be deemed to have been given, served, and received, if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested, or sent by overnight delivery services, or facsimile transmission, addressed as follows:



For District:

Mina Hernandez
Director, Purchasing & Material Management
MiraCosta Community College District
1 Barnard Drive
Oceanside, CA 92056

For Contractor:

Contact information as referenced in Exhibit A

Any notice personally given or sent by facsimile transmission is effective upon receipt. Any notice sent by overnight delivery service is effective the business day next following delivery by overnight services. Any notice given by mail is effective three days after deposit in the United States mail.

25. Non-Waiver. The failure of the District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by the Party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

26. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.

27. Conflict of Interest and Prohibited Interests. The District reserves the right, to require an affidavit from the Contractor to disclaim in writing any conflict of interest. Furthermore, the District reserves the right to reject or terminate any Contractor or Contractor employee, if any such conflict is discovered.

28. Governing Law. This Agreement is governed and interpreted in accordance with the laws of the State of California. The Parties agree that any action brought to enforce this Agreement, or any other dispute or claim arising under this Agreement between the Parties, shall be brought in San Diego Superior Court.

29. Force Majeure. Contractor and District are excused from performance during the time and to the extent that they are prevented from obtaining, delivering, or performing the Services or any other obligations set forth in this Agreement due to an act of God, fire, strike, loss, shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, epidemics or pandemic, such as COVID-19, or other events that are outside of a Party's reasonable control, when satisfactory evidence thereof is presented to the other Party, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Party not performing. For avoidance of doubt, the District's obligation to pay Contractor's invoices or other fees is excused to the extent Contractor is not performing the Services during a force majeure event.

30. Disputes. Except in the event of the District's failure to make earned and undisputed payments to Contractor, if the District and Contractor have a dispute, each will continue to perform its respective obligations, including Contractor's duty to provide and perform the Services, during all attempts to resolve the dispute. For avoidance of doubt, the Contractor agrees to continue providing Services in the event that the District disputes any portion of Contractor's invoices or other requests for payment.

31. Mediation; Arbitration. The Parties agree that if any dispute or controversy arises between them in any way arising out of, related to, or connected with this Agreement, they will participate in good faith in mediation and agree to equally share all mediator fees. Mediation shall be conducted under the Commercial Mediation Rules of the American Arbitration Association in effect at the time of the filing of a demand for mediation. If the Parties are unable to resolve the dispute or controversy through mediation, the Parties agree to submit the pending dispute or controversy to final and binding arbitration conducted under the Commercial Arbitration Rules of the American Arbitration Association in effect at the time of the filing of a demand for arbitration. Arbitration proceedings shall be conducted at a location in the County of San Diego, California. By agreeing to this binding arbitration provision, the Parties understand that they are waiving certain rights and protections which may otherwise be available if a claim were determined by litigation in court, including, without limitation, the right to seek or obtain certain types of damages precluded by this arbitration provision, the right to a jury trial, certain rights of appeal, the right bring a claim as a class member in any purported class or representative proceeding; and a right to invoke formal rules of procedure and evidence. The prevailing party shall be awarded all reasonable attorneys' fees, expert witness fees, and other litigation expenses, expended or incurred in such arbitration or litigation, unless the laws related to the claim that the party prevailed on preclude a court from awarding attorneys' fees and costs to the prevailing party. The provisions of this section will apply during the term of this Agreement and survives after the termination or expiration of this Agreement.

32. Successors; No Assignment. This Agreement and all terms hereof are binding upon and inure to the benefit of the respective successors or assigns of Contractor and the District. Contractor may not assign its rights or obligations of this Agreement without the prior written consent of the District.

33. Entire Agreement. This Agreement and its Exhibits constitute the sole entire Agreement and understanding between the District and Contractor concerning their subject matter. It replaces and supersedes all prior agreements or negotiations, whether written or verbal. This Agreement may only be amended or modified in a writing signed by the District and Contractor. In the event that any term, condition, provision, requirement or specification set forth herein conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit or other attachment to this Agreement or other documents related to the Services, the provisions of the body of this Agreement shall prevail.

34. Recitals. The Parties agree the Recitals are true and are incorporated in this Agreement by this reference as though fully set forth.

35. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

36. Authority. Contractor warrants that the person signing this Agreement on its behalf is fully authorized to enter into this Agreement.



IN WITNESS WHEREOF, the District and Contractor have executed this Agreement as of the dates set forth below.

MIRACOSTA COMMUNITY COLLEGE DISTRICT

CONTRACTOR
The American Institute for Foreign Study

Signature: _____

Name: Tim Flood

Title: Vice President, Administrative Services

Date: _____

Signature: Carri Orrison

Name: Carri Orrison

Title: Vice President, Program Operations

Date: 10.22.2023



EXHIBIT A - SCOPE OF WORK, SERVICES, AND COMPENSATION

Contractor:

The American Institute for Foreign Study
Carrie Orrison, Vice President, Program Operations
1 High Ridge Park
Stamford, CT 06905
202-367-9900
corrison@aifs.com

District Point of Contact:

Jonathan Fohrman, Dean of Arts and International Languages
Oceanside Campus: MiraCosta College, 1 Barnard Drive, Oceanside, CA 92056
760-795-6818
jfohrman@miracosta.edu

Agreement Period:

Start Date: 6/6/2024
End Date: 7/3/2024

Scope of Work - Description of Services and Deliverables:

- Description: Customized Faculty-Led Study Abroad to Paris, France, per attached contractor proposal.
- Deliverables: Pre-departure support services, health and safety support, accommodation and meals, in-country student support, academic support, activities and excursions, and faculty support per attached contractor proposal.
- Milestones: Per attached contractor proposal
- Additional Responsibilities: The student fee does not include the following items:
Round-trip airfare and in-country transfers for students – see Optional Components Passport or visa fees if applicable
Meals other than those listed
Personal expenses
MiraCosta College tuition or administrative fees
Textbooks
Additional fieldtrips and excursions to those listed
Medical insurance for faculty
Anything not specified
- District Responsibilities: Per attached contractor proposal

Rate and Method of Payment:

Student fee based upon enrollment:		
20-25	25+	
\$5015	\$4795	Two Faculty leaders



Should MiraCosta College wish to run this program with an enrollment below 20 paying student participants, it would be necessary either to add a supplement to the fee above or to remove some components from the program.

Airfare Package - a minimum of 10 participants is required for the group Airfare Package.

- Round-trip flights between Los Angeles (LAX) and Paris (CDG) in economy/standard class.
- AIFS staff meet-and-greet at the airport to assist on arrival and escort students to their housing.

10+ students	
\$1295	Round-trip airfare, airport transfers & staff support
\$590	Estimated Taxes, Fees & Fuel Fee (subject to change)
\$1885	Estimated total (subject to change)

Single Supplement

- Students can request a single occupancy room where available. This is offered on a first-come, first-served basis and applies to the main student housing option only. Additional fees would apply if students wished to upgrade to single occupancy on overnight excursions. *Please note single occupancy rooms are not guaranteed.*

Single Supplement – 27 nights	\$910
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Payment and Compensation Terms:

Invoices. Contractor will submit monthly invoices to District’s Point of Contact with supportive documentation that evidences the services and work that Contractor performed and all costs or expenses set forth in the invoice. District will pay Contractor all undisputed amounts owed within 30 days of the District’s receipt of the invoice from the Contractor.

Additional Services. The Parties agree the District will not pay Contractor for any additional services performed without the District’s prior written approval for those additional services.

AIFS

Study Abroad



Miracosta College
Photography and Western Architecture, Paris
Summer 2024

Customized Faculty-Led Program Proposal



SAMPLE ITINERARY FOR Miracosta College Photography and Western Architecture, Paris Thursday, June 6 – Wednesday, July 3, 2024

The following itinerary is just a suggestion as to the order of events and cannot be confirmed at this stage. After discussion with the faculty this can be rearranged.

Wed, June 5

Optional AIFS Group flight departure to Paris

Thurs, June 6

Program begins

Optional AIFS Group flight arrival in Paris. Meet AIFS representative in the arrivals hall for one-time group transfer by private bus to student accommodation

Local area walk with AIFS to highlight amenities such as ATMs, pharmacies, grocery stores, metro etc.

Remainder of day to rest and settle

Fri, June 7

AM AIFS Orientation session

PM Sightseeing tour of Paris with local guide

Eve Welcome meal

Sat, June 8 - Sun, June 9

Free weekend

Mon, June 10

AM Entry to the Musée du Louvre

PM Class with Miracosta Faculty

Tues, June 11

AM Entry to St Denis Cathedral

PM Class with Miracosta Faculty

Wed, June 12

AM Entry to the Musée Carnavalet

PM Class with Miracosta Faculty

Thurs, June 13 - Sat, June 15

Two-night excursion to Nimes and Avignon

Sun, June 16

Free day

Mon, June 17

AM Entry to St Chapelle and the Conciergerie
PM Class with Miracosta Faculty

Tues, June 18

Full-day excursion to Chartres for entry to the Cathedral and L'Esprit du Parfum Museum

Wed, June 19

AM Entry to the Musée d'Orsay
PM Class with Miracosta Faculty

Thurs, June 20

AM Entry to the Institut du Monde Arabe
PM Entry to La Grande Mosquée

Fri, June 21

Full-day excursion to Versailles for guided tour and free time to explore the grounds

Sat, June 22 - Sun, June 23

Free weekend

Mon, June 24

AM Entry to the Pantheon and Bibliotheque St Genevieve
PM Class with Miracosta Faculty

Tues, June 25

AM Guided tour of the Paris Opera House (the Palais Garnier)
PM Class with Miracosta Faculty

Wed, June 26

AM Entry to the Musée des Arts et Métiers
PM Class with Miracosta Faculty
Eve Seine River Cruise

Thurs, June 27

AM Guided architectural tour with visits to Castel Beranger and Maisons La Roche
and Jeanneret
PM Class with Miracosta Faculty

Fri, June 28

Half-day excursion to Poissy for visit to Villa Savoye

Sat, June 29 - Sun, June 30

Free weekend

Mon, July 1

AM Faculty-led visit to the Parc de la Vilette or Faculty-led walking tour Montmartre
PM Class with Miracosta Faculty

Tues, July 2

AM Class with Miracosta Faculty
PM Free afternoon for final sightseeing, shopping, errands and packing
Eve Farewell dinner

Wed, July 3

End of program
Check out of accommodation and one-time group transfer by private bus to airport for Optional AIFS Group flight to US/onward independent travel



The American Institute for Foreign Study

AIFS Abroad is a division of AIFS Inc, our parent company, that is beneficially owned by the U.K charity established by Sir Cyril Taylor, the founder of AIFS. AIFS was founded in 1964 and since then, over 1.6 million students have participated in our educational and cultural exchange programs. AIFS pioneered Customized Faculty-Led programs providing logistical support, student services, classrooms, housing facilities and cultural activities abroad, plus student medical and liability insurances. This model enables institutions to conduct their own academic programs abroad at minimal expense with the institution maintaining academic control and retaining tuition income. AIFS bill a non-academic program fee, per student or per group, for the services we provide. Winner of the GoAbroad.com Top Study Abroad Organization in 2018 and the People's Choice Award in 2016, see what students, faculty and study abroad advisors are saying about us now:

@AIFSCustomized



@AIFSAbroad

Your proposal has been prepared by Matt Clarke, Program Manager

Matt Clarke is your primary contact, collaborating with you on the overall design of the program/itinerary, and using their knowledge of Paris, can suggest what you might include to complement the teaching schedule and help you meet your academic goals and student learning outcomes. For any questions about this proposal, or any amendments you would like to make to the content please contact Matt: mclarke@aifs.co.uk.

Karena Cronin is the Director of Customized Faculty Led Programs based in our Stamford, CT office. She works with our US team to ensure the enrollment and application processes are smooth. If you are happy with this proposal then please sign and send a scanned copy to Karena. She will match you with your US-based Program Advisor or Manager who can coordinate marketing materials if needed, be your point of contact for application and enrollment questions as it is determined how students will enroll into the AIFS system, work through billing scenarios, and talk you through the AIFS student and advisor portals. She can be reached at: kcronin@aifs.com

Prior to the start of the program Matt will introduce you to our on-site staff. They will send you and your students essential pre-departure materials and will be your key contacts during the program, making sure both students and faculty get the most out of the experience and what Paris has to offer.

Miracosta College
Photography and Western Architecture, Paris, Summer 2024
AIFS Customized, Faculty-led Program Proposal

Depart U.S.: Wednesday, June 5, 2024
Arrive Paris: Thursday, June 6, 2024
Depart Paris: Wednesday, July 3, 2024

Student Fee based on enrollment:		
20-25	25+	
\$5015	\$4795	Two faculty leaders

Should Miracosta College wish to run this program with an enrollment below 20 paying student participants, it would be necessary either to add a supplement to the fee above or to remove some components from the program. AIFS would discuss these options with Miracosta College.

These fees are guaranteed not to change as a result of fluctuations in the \$ exchange rate. AIFS will charge a \$35 returned check fee on each check returned by the bank for insufficient funds.

Program Components Included in the Student Fee:

Pre-departure Support Services

- Promotional materials including custom-designed digital color flyers.
- Customized admissions and application process available including on-line registration and submission of required participant materials.
- Pre-departure information services and a toll-free contact number in the U.S.
- Pre-departure orientation materials including access to the customized program portal and on-line materials.
- Final digital pre-departure packet sent 1-2 weeks prior to the start of the program.

Health and Safety Support

- On-site orientation with local staff to provide advice and guidance on general and culturally relevant topics such as safety, incident response procedures and contact information for local emergency services (police, ambulance, fire service, hospitals, U.S. Embassy, etc.)
- 24/7 AIFS emergency service with both local number to reach on-site staff and toll-free number in the U.S.
- Student medical insurance policy, as outlined in the AIFS insurance brochure. Coverage includes \$100,000 accidental medical expense and \$25,000 accidental death payment plus 24-hour emergency care assistance during the program and repatriation in cases of verified emergency beyond the students’ control.

- Each student on the program will be enrolled in the CISI insurance plan and global app. Students have access to the 'My CISI' website where they can locate their ID card, policy document, search for a doctor (if traveling away from the program site), access personal security information and a copy of the claim form. The CISI app also includes resources such as the location of U.S. Embassies and consulates around the world, individual country profiles, CDC vaccine advice and U.S. State Department advice.
- A check-in facility is also part of the CISI app allowing students to mark themselves as "safe" during an incident or requesting assistance should they need it while traveling independently.
- \$51,000,000 liability coverage with Miracosta College named as additional insured for the duration of the program.

Transfers, Accommodation, Meals and Travel Pass

- Transfer inbound: one-time group transfer by private bus between the airport in Paris (CDG) and the student housing at a time to meet the optional group flight on the scheduled arrival date.
- Accommodation: twin- or triple-bedded rooms in a student residence. Centrally-located, within 45 minutes' travel time to the AIFS Student Center and classroom facilities, with laundry facilities on-site. Linens and towels, weekly cleaning and free wireless internet are provided.
- Meals: a welcome dinner, a farewell dinner, daily breakfast and five meals per week at the student residence on-site canteen.
- Travel pass: Navigo Passes for unlimited travel on the metro, buses, trams and regional trains in the central zones of Paris for the duration of the program.
- Transfer outbound: one-time group transfer by private bus between the student housing and the airport in Paris (CDG) at a time to best suit the optional group flight on the scheduled departure date.

In-Country Student Support

- An orientation program in Paris consisting of a meeting with experienced AIFS staff, covering topics such as general acclimation to Paris, safety and security issues, cultural differences, travel, money and cultural activities.
- Local area walking tour covering housing and classroom location and local amenities.
- A half-day sightseeing tour of Paris by private bus with the services of a professional, English-speaking guide.
- A team of experienced AIFS staff to ensure the smooth running of the program, providing information and advice to students, organizing excursions and supervising housing.
- 24-hour on-call service in Paris for the duration of the program.
- Access to the AIFS Student Center with free internet access and printing facilities.

Academic Support

- One classroom seating up to 25 students available for 11 half-days. Exact times and dates to be decided between AIFS and Miracosta College. Facilities available: flip chart, projector, laptop, whiteboards & pens, set up assistance.

Cultural Activities and Excursions

- Entrance to the Musée du Louvre with audioguide.
- Entrance to St Denis Cathedral with audioguide.
- Entrance to the Musée Carnavalet.
- Entrance to Sainte Chapelle and the Conciergerie.
- Entrance to the Musée d'Orsay.
- Entrance to the Institut du Monde Arabe.
- Entrance with tour of La Grande Mosquée.
- Entry to the Musée des Arts et Métiers.
- Entrance to the Pantheon and Bibliotheque St Genenvieve.
- A guided tour of the Paris Opera House (Palais Garnier).
- An hour-long sightseeing cruise on the river Seine.
- A guided architectural tour with visits to Castel Beranger and Maisons La Roche and Jeanneret.
- Entrance to the Parc de la Vilette for faculty-led visit.
- Faculty-led walking tour of Montmartre.
- A full-day excursion to Chartres. Transport by private bus, entrances to the Cathedral, and L'Esprit du Parfum Museum and the services of a professional guide and AIFS staff escort throughout.
- A full-day excursion to the Palace of Versailles, including round-trip transportation by public train, a tour of the Royal Apartments, free time to explore the grounds and the services of a professional, English-speaking guide.
- A half-day excursion to Poissy. Transport by private bus, entrance to Villa Savoye and the services of a professional guide and AIFS staff escort throughout.
- A three-day, two-night excursion to Nimes and Avignon. Transport by train in standard class seating, accommodation on a bed and breakfast basis at a centrally located hotel, sharing twin rooms, entrances to Nimes Arena, Maison Carrée, Pont du Gard, Palais des Papes and the services of an AIFS representative throughout.

Should any of the above visits be unavailable, they will be replaced with a suitable alternative, in liaison with the Miracosta College faculty.

Faculty Support

- Round-trip flights between Los Angeles (LAX) and Paris (CDG) on the scheduled group flight. Alternatively, faculty may wish to make their own flight arrangements. In this situation AIFS will reimburse the Miracosta College faculty member the optional student airfare fee once the program has departed the U.S.

- Faculty to identify and book their own housing, and be reimbursed by AIFS to the amount of \$2950 per Faculty member.
- Full participation on all activities and excursions scheduled on the itinerary, on the same basis as the students, including travel pass, group meals, transfers, entrances, sightseeing tours, etc.

Faculty benefits are paid in full for an enrollment of 20 paying students or more, or pro rata for a lower enrollment.

What's Not Included?

The student fee does not include the following items:

- × Round-trip airfare for students – see **Optional Components**
- × Passport or visa fees if applicable
- × Meals other than those listed
- × Personal expenses
- × Miracosta College tuition or administrative fees
- × Textbooks
- × Additional fieldtrips and excursions to those listed
- × Medical insurance for faculty
- × Anything not specified

Optional Components

Airfare Package - a minimum of 10 participants is required for the group Airfare Package.

- Round-trip flights between Los Angeles (LAX) and Paris (CDG) in economy/standard class.
- AIFS staff meet-and-greet at the airport to assist on arrival and escort students to their housing.

10+ students	
\$1295	Round-trip airfare, airport transfers & staff support
\$590	Estimated Taxes, Fees & Fuel Fee (subject to change)
\$1885	Estimated total (subject to change)

The airfare package will be available from September 2023.

The airfare package is optional to student participants and offered on a space-available basis.

AIFS will reserve spaces at the above prices according to information on the student online enrollment form. Once airline tickets have been issued to students, they can only be changed directly with the issuing agent – agent and airline-imposed penalties apply.

AIFS cannot arrange airline tickets for students applying after **Tuesday, March 12, 2024**.

AIFS is financially committed to any confirmed airlines seats from **Friday, February 23, 2024**, and therefore an airfare review will take place prior to this date. AIFS requests that Miracosta College provide an indication of how many students intend to purchase the transportation package listed above. However, should Miracosta College decide not to offer this transportation package to their students, AIFS must be notified before **Friday, February 23, 2024**.

Single Supplement

- Students can request a single occupancy room where available. This is offered on a first-come first-served basis and applies to the main student housing option only. Additional fees would apply if students wished to upgrade to single occupancy on overnight excursions. *Please note single occupancy rooms are not guaranteed.*

Single Supplement- 27 nights	\$910
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Program Application Procedure and Billing

We recommend the promotion of and initial receipt of deposits for this program as early as possible. The following dates apply to this program:

Application/deposit deadline: Tuesday, March 12, 2024
Application approval and \$450 deposit payment(s) due. AIFS will invoice Miracosta College or bill student participants for the balance of fees. Penalties apply to changed program bookings from this date. AIFS can accept applications after this date on a space available basis.
Final payment deadline: Thursday, April 11, 2024
Confirmation of numbers and full payment due. AIFS reserves the right to withdraw students who are not paid in full by the final payment deadline.

AIFS offers an online application. Miracosta College will be given the online application link that they can post on their own webpages or distribute to selected students. Once the students have started their application Miracosta College will be able to view them on the AIFS coordinators portal and must accept or decline the application. If accepted AIFS will then email the student important documents, explain the next steps and send them access to the student portal.

There are also a variety of forms that needs to be completed for the application to be finalized. On the portal, each student will have a "Task List" and as they complete each step that item will be crossed off. Required items include, but are not limited to, passport copy, agreement and release form, digital photo, flight details (if not on an AIFS flight). AIFS program staff will also use the portal to post important program information such as insurance details, flight itineraries, pre-departure handbooks, program brochures, etc.

Optional Trip Interruption or Cancellation Insurance

Miracosta College students will have the option of purchasing additional trip cancellation or interruption insurance which allows them to protect their study abroad program. This policy includes options to cancel for any reason (CFAR) and interrupt for any reason (IFAR). Details of the **Worldwide Trip Protector Plans** with travel insurance underwritten by the United States Fire Insurance Company, rated A (Excellent) by A.M. Best 2019, are available on the Cultural Insurance Services International (CISI) website - www.culturalinsurance.com. Students may purchase their plan directly through the CISI website.

Refund & Withdrawal Policy

If an individual student withdraws there will be a refund according to the following schedule:

Withdrawal on or before: Tuesday, March 12, 2024
All fees paid less a \$150 processing fee.
Withdrawal after Tuesday, March 12, 2024 but on or before Thursday, April 11, 2024
All fees paid less the \$450 deposit and any non-refundable deposits paid by the student or by AIFS on the student's behalf.
Withdrawal after: Thursday, April 11, 2024
No refund and the total program fee is due.
Withdrawal once the program has begun
No refund

Please note that any student who is academically withdrawn by their home institution after their application has been processed by AIFS is subject to the standard refund policy.

Cancellation Policy

Miracosta College may cancel the program before **Tuesday, March 12, 2024** with no penalty. Should Miracosta College cancel the program after **Tuesday, March 12, 2024** but before **Thursday, April 11, 2024** AIFS will refund all fees paid except the \$450 deposit and any non-refundable deposits paid by the student or by AIFS on the student's behalf. Should Miracosta College cancel the program after the final payment deadline students will receive no refund except recoverable costs. **

Should AIFS cancel the program prior to departure for reasons within its control, students will receive a full refund. Should AIFS cancel a program after **Thursday, April 11, 2024** (including once the program has started) for reasons beyond its control including but not limited to Acts of God, government actions (including those restricting travel), pandemics, fire, flood, explosion, earthquake, or other natural forces, war, civil unrest, accident, any strike or labor disturbance, or any other event similar to those enumerated above (a "Force Majeure Event") students will receive no refund except for recoverable costs.**

***To secure appropriate facilities payment has to be made in advance for many program components such as housing, transportation, excursions, etc. In the event of cancellation after the program has begun AIFS will endeavor to obtain refunds from suppliers and pass any recovered costs on to the student.*

Acceptance of Proposal

If you have any questions or wish to make any changes, please contact Matt Clarke who prepared the proposal for you: mclarke@aifs.co.uk.

If you wish to accept this proposal, AIFS requires written acceptance by **Friday, September 29, 2023** in order to prepare program materials, make the relevant bookings and to guarantee the price quoted. Please sign and date below to confirm that the components listed in this proposal fulfill your program requirements.


Please return a copy of this document in its entirety via email to Karena Cronin, Director of Customized Faculty Led Programs, AIFS. kcronin@aifs.com

Proposal Accepted by: _____
On behalf of Miracosta College

Printed Name: _____

Position: _____

Date: _____

Confirmed by:  _____
On behalf of the American Institute for Foreign Study

Printed Name: Caroline Orrison

Position: Vice President, Program Operations

Date: 10.22.2023