

Information Sheet for other Funding Sources to avoid supplanting Grant funds are meant to supplement, not supplant

Lottery funds

There is no application process as Lottery would like to keep the requests open and flexible.

Chairs can email Sasha King directly with a copy to Alex Becket simply stating their funding request. As long as the request is for:

Academic/instructional materials and technology to support online and/or on ground classroom instruction with a direct benefit to students' academic success and cognitive learning in the online or on ground classroom.

Faculty need to provide a brief explanation (two to three sentences) on how their request/s support academic success of students in the online and/or on ground classroom.

Associated Students

Here are a few examples of what A.S. can fund:

- Guest speakers
- Graduation stoles for students
- Funds for food/refreshments for students/student events
- T-shirts or other SMC swag for students
- Payments to vendors for services for students

Criteria

- No salaries or wages to any students or employees of Santa Monica College will be funded.
- No prizes or giveaways with transferrable value.
- The A.S. Board of Directors will not fund proposals retroactively nor reimburse any expenses incurred prior to Board Approval.
- Proposals should be submitted by Wednesdays at 2pm (Weekly, rolling basis).
- Proposals need to be reviewed (and approved) by the A.S. Finance Committee (Wednesdays @ 11am) and the A.S. Board of Directors (Mondays @ 3pm).
- All proposals must abide by the <u>A.S. Fiscal Policy</u>. Please review this for complete criteria and requirements.

How?

Submit a Funding Proposal using the links below!

<u>Purchase Proposal</u>: A Proposal to purchase equipment or materials, not tied to a specific event. <u>Event Proposal</u>. A proposal to fund an SMC event or activity (virtual at this time) that has a time and date.

More information on AS Funding Proposals, including timelines click here.



Associates

Submissions are generally due in October and in April. You will see a Bulletin asking for submissions. It takes a Professor to back/market the lecture and it has to be geared towards our students and it should Enrich, Inspire & Engage them. Generally, most speakers are paid a stipend of \$250.

Chairs of Excellence

The Chairs of Excellence are grants awarded to exceptional faculty members striving for innovative avenues to advance the opportunities of our students in this global environment with an equity-centric lens at the forefront of their proposal.

The Chairs of Excellence have been established for specific academic disciplines by the generous donations of individuals and corporations. Each chair is established with an endowment of \$100,000 or more, and maintained as separate fund within the permanently restricted portfolio of The Santa Monica College Foundation.

Each applicant is required to submit a proposal for the three-year project. The \$15,000 is awarded over the three-year period at \$5,000 per academic year.

- Only full-time faculty in the Chair's designated discipline may apply.
- Proposals must be approved by their department chair.

The Selection Committee reviews the proposals with the following priorities in mind:

- Professional development of the faculty member can be included as part of the stated goal as long as it pertains directly to a positive impact on student outcomes.
- Proposals must clearly state how the funds will be used to meet the stated goals.
- Selection Committee will meet in April. Decisions will be rendered and formally announced immediately following.



Santa Monica College Career Technical Education Committee APPLICATION for 2024 – 2025 Perkins Funds

Associated Students
<u>Associates</u>
Foundation
<u>Chairs of Excellence</u>
Special Program Funding
Please submit the following:
☐ Grant Proposal
Signed Core Indicator Report
□ Budget □ Budget
Quotes
Please do not submit links to items. If you cannot obtain a quote, take a screen shot of the
item(s) and copy/paste onto a Word document.

Before submitting a proposal, please check with the following resources.

The items listed in the budget should be described in the proposal. The reader should be able to look at the budget and know what the items are for after reading the proposal.

For computer/hardware items – quotes must be obtained from IThelp@smc.edu.



Perkins V – The Strengthening Career and Technical Education for the 21st Century Act was signed into law in 2018 with significant changes. The new Act requires that funds be used to develop more fully the academic knowledge and technical and employability skills of secondary education students and postsecondary education students who elect to enroll in Career and Technical Education (CTE) programs and programs of study.

Changes in the Use and Administration of Perkins Funds

- Accountability (Meeting Performance Indicators) projects must focus on Core Indicators for their TOP code and improving student success (attainment of 2.0 or better), completions (degree, certificate or transfer-ready status), employment (placement/retention in jobs), gender-equity,
- Connections Between Secondary and Postsecondary Education course sequences from high school through college must be established for each CTE program that receives funds
- Links to Business and Industry A much stronger theme within the 2006 Act is increased coordination with business and industry. Additional focus is also placed on high-demand occupations, in addition to those that are high skill and high wage.
- Special Populations A greater emphasis has been placed on special populations by placing the provision of activities to prepare special populations for high-skill, high-wage or high-demand occupations that will lead to self-sufficiency into the required use of funds. We have two name changes and three new populations:

Individuals with Disabilities Economically Disadvantaged Non-traditional Fields

Single Parents (Including single pregnant woman)

Out of Workforce Individuals (*Used to be Called Displaced Homemaker*)

English Learners (Used to be Called Limited English Proficient)

Homeless Youth (New)

Youths who are in or have aged out of the foster care system (New)

Youth with parents in the armed forces and on active duty (New)

Please submit one application per TOP code

Total Funding Perkins Requested: \$20,252.93 Date: February 1, 2024

Program/Discipline Name: CSIS Industry Certification Exams

Program TOP Code: 0701

Department: Computer Science Information Systems - CSIS

Department Chair: Howard A. Stahl Email: stahl_howard@smc.edu

Submitted by: Howard A. Stahl



Check all activity categories to be funded with Perkins V:

Career Exploration and Development. Provide career exploration and career development activities through an organized, systematic framework;

Professional Development. Provide professional development for a wide variety of CTE professionals;

Skill Development. Provide the skills necessary to pursue high-skill, high-wage or in-demand industry sectors or occupations;

Skill and Program Integration. Support integration of academic skills into CTE programs;

Implement Achievement Programs. Plan and carry out elements that support the implementation of CTE programs and programs of study and that result in increased student achievement

Develop and Implement Evaluations. Develop and implement evaluations of the activities funded by Perkins;



Part I: Review the core indicator report by TOP Code and total each positive, negative, N/R or N/A outcome in the last column of the College Core Indicator Report.

6 of the 40 are at or above the District negotiated level(s); 0 of the 40 are below the District negotiated level(s); 34 of the 40 are listed as (N/R or N/A) The 3 numbers in the gray boxes should add up to 40

Part II: If no core indicator information is available for the TOP Code of the program you want to improve with CTE funds, specify the reason there is no data by checking the appropriate box.

The program is new
The program is offered in noncredit only
The program is small and SAM C courses are not offered every year
The program recently had a TOP Code change *
The courses and/or the certificate were miscoded *
Miscoded programs were corrected, but we are still waiting for reports to be updated
The program is interdisciplinary [core courses are outside the TOP code of program or will
only have completers (certificates and degrees)]

NOTE: * CODING ERRORS SHOULD BE CORRECTED NEXT YEAR

Reminder: The College must retain in audit files a paper copy of Section I Part F titled "College Core Indicator Information by TOP" signed by the Department Chair (or authorized Designee) for each funded TOP Code.



In columns 2 insert the State Negotiated rate for the year you are requesting funds – 2024-25. In column 3 insert the District (Local) Negotiated rate for the year you are requesting funds – 2024-25.

If the Core Indicator Reports for 2024-25 are not available, please use Core Indicator reports from 2023-2024.

Please remember there is a two-year lag in the data.

For example – if you're looking at the Core Indicate data for FY 2022-23, the data reflects cohort information from FY 2020-21.

https://misweb.cccco.edu/perkinsV/Core Indicator Reports/Forms All.aspx

or SMC pre-downloaded by 4 digit TOP

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
Indicator	2024-2025 State Negotiated Level	2024-2025 Local Negotiated Level	2022-2023 Fiscal Year Planning College Performance	2023-2024 Fiscal Year Planning College Performance	2024-2025 Fiscal Year Planning College Performance
Unduplicated Count (CTE Headcount)	1,338	1,338	1,342	1,338	1,338
Number of Concentrators	1,156	1,156	1,153	1,156	1,156
Core Indicator 1: Postsecondary Retention & Placement	91.75	91.75	91.89	97.37	97.37
Core Indicator 2: Earned Postsecondary Credential	89.00	89.00	N/R	N/R	N/R
Core Indicator 3: Non-traditional Program Enrollment	26.00	26.00	52.27	43.75	43.75
Core Indicator 4: Employment	73.23	73.23	N/R	N/R	N/R



Please provide a narrative explaining how your Perkins Funded Project in 2024-2025 will improve your Core Indicator Data.

Core indicator 1 (Postsecondary Retention & Placement): Is this indicator above or below the state negotiated level? Above □ Below
If this indicator is below, please state why:
If this indicator is below, please state how you plan to improve it:
Core Indicator 2 (Earned Postsecondary Credential): Is this indicator above or below the state negotiated level? Above □ Below
If this indicator is below, please state why:
If this indicator is below, please state how you plan to improve it:
Core Indicator 3 (Non-traditional Program Enrollment. Currently Non-Traditional is based on gender): Is this indicator above or below the state negotiated level? Above Below
If this indicator is below, please state why:
If this indicator is below, please state how you plan to improve it:
Core Indicator 4 (Employment): Is this indicator above or below the state negotiated level? ☐ Above ☐ Below
If this indicator is below, please state why:
If this indicator is below, please state how you plan to improve it:



Program Completers: Information Requested below can be obtained from the California Community Colleges "Data Mart and Report" Web-site.

http://datamart.cccco.edu/Outcomes/Course Ret Success.aspx

Term	Total Enrollments	Retained	Percent Retained	No. of Noncredit Certificates Awarded	No. of Bachelor Degrees Awarded	No. of AA/AS Degrees Awarded	No. Of Certificates Awarded (18units and above)	No. of Department Certificates Awarded (fewer than 18 units)
2020 - 21	1,132	958	84.63	14	0	6	11	0
2021 - 22	1,539	1,409	91.55	16	0	4	24	0
2022 – 23	1,483	1,246	84.02	16	0	9	34	0

ADVISORY COMMITTEE

1. What are the major issues or trends that have been raised by your Industry Advisory Committee over the last several meetings?

- The importance of cloud computing, databases, and security, and there was consensus that courses are needed to teach the principles behind cloud computing. Software and hardware are necessary for cloud computing. Infrastructure as a cloud service and platforms as a cloud service were discussed. Los Angeles has gone from 8th or 9th to 2nd place in startups.
- Developing CS pathways where high school students are encouraged to taken computer science courses and motivate them to acquire skills in a path different than the usual transfer path.
- Emphasizing on Skills Builder certificates that are for students needing specific skills for employment. These students won't need 30 or so units of coursework, but rather could take three or four courses either to secure employment or to advance in position.
- Establishing internships with respect to related industries to our three disciplines: CIS, CS and OFTECH.

2. How will your Perkins V Project address these issues?

Our Perkins request directly addresses completions. We believe paying for certification exams will be an effective motivator to help students finish our program. We plan to embed certification exams into the final capstone class of our cloud, security, adobe, quickbooks and microsoft office programs.

3. How do your planned activities relate to your program plan or program review?

The CSIS department's main goal is to provide the state-of-the-art education, training, and necessary skills to prepare students for immediate entry into the technology job market and/or advancement in their current careers. The activities listed above will help us achieve this goal.



Local Application Program Information by TOP Code

Briefly describe program improvement issues(s) concerning this TOP code and include specific examples. (Limited to 2,000 characters, or approximately ½ page of text)

Industry recognized certification exams greatly aid students lacking the stated educational requirements land a job in the industry. In addition, we believe students need a career pathway to better utilize their skill sets and achieve gainful employment in the industry. Our Advisory Board is strongly in support of this effort. These exams are helping students competitively apply for high wage, high skills jobs that are in great demand. We believe passing these exams are the best thing we can do for our students to gain employment in industry today.

Briefly describe how the issue(s) will be addressed. What activities will be conducted? Please describe the items in the budget here if not already described elsewhere. (Limited to 2,000) characters, or approximately ½ page of text.)

Perkins funding will be used to acquire fully-paid exam vouchers for students to sit for industry-recognized certification exams. Faculty will embed certification exams into the final course as part of a capstone project. In addition to paying for the exam publisher (vendor contract), we also need to provide a faculty stipend because the exam publisher requires faculty to proctor these exams. This stipend will cover the faculty time involved in coordinating and proctoring these exams for students.



Be suc ide suc	check i require	ate with a mark which ments have net, below.					
Re	Requirements for Uses of Funds						
1.	1. Provide career exploration and career development activities through an organized, systemic framework designed to aid students, including in middle grades, before enrolling and while participating in a career technical education program, in making informed plans and decisions about future education and career opportunities and programs of study. [§135(b)(1)]						
2.	Provide professional development for teachers, faculty, school leaders, administrators, specialized instructional support personnel, career guidance and academic counselors, or para professionals. [§135(b)(2)]						
3.	Provide within CTE the skills necessary to pursue careers in high-skill, high-wage, or in-demand industry sectors or occupations. [§135(b)(3)]						
4.	Support integration of academic skills into CTE programs and programs of student to support 1) CTE participants at secondary school level in meeting the challenging State academic standards adopted under section 1111(b)(1) of the Elementary and Secondary Education Act of 1965 by the State in which the eligible recipient is located; and 2) CTE participants at the postsecondary level in achieving academic skills. [§135(b)(4)]						
5.	Plan and carry out elements that support the implementation of CTE program and programs of study and that result in increasing student achievement of the local levels of performance established under section 113. [§135(b)(5)]						
6.	Develop and implement evaluations of the activities carried out with funds under this part, including evaluations necessary to complete the comprehensive needs assessment required under section 134(c) and the local report required under section 113(b)(4)(B). [§135(b)(6)]						



FOR THOSE REQUIREMENTS LISTED ABOVE AS "UNMET"

Describe specific activity(ies) intended to address the unmet requirement(s)

(Limited to 2,000 characters, or approximately ½ page of text.)



Perkins V is very specific about the Permissive uses of funds. Your proposal should address one or more of the allowable activities listed below.

Check activities to be funded with Perkins V funds. Permissive Uses Per Section 135(c)

Involve parents, businesses, and labor organizations, in the design, implementation and evaluation of CTE programs authorized under this title, including establishing effective programs and procedures to enable informed and effective participation in such programs. [§135(c)(1)]
Provide career guidance and academic counseling, which may include information described in section 118, for students participating in career and technical education programs, that: a) improves graduation rates and provides information on postsecondary and career options, including baccalaureate degree programs, for secondary students, which activities may include the use of graduation and career plans; and b) provides assistance for postsecondary students, including for adult students who are changing careers or updating skills; [§135(c)(2)]
Local education and business (including small business) partnerships, including for: a) work-related experiences for students, such as internships, cooperatives education, school based enterprises, entrepreneurship, and job shadowing that are related to career and technical education programs; b)adjunct faculty arrangements for qualified industry professionals; and c) industry experience for teachers and faculty; [§135(c)(3)]
Provide programs for special populations. [§135(c)(4)]
Assist career and technical student organizations. [§135(c)(5)]
Mentor and support services. [§135(c)(6)]
Lease, purchase, upgrade or adapt equipment, including instructional aides and publications (including support for library resources) designed to strengthen and support academic and technical skill achievement. [§135(c)(7)]
Teacher preparation programs that address the integration of academic and CTE and that assist individuals who are interested in becoming CTE teachers and faculty, including individuals with experience in business and industry. [§135(c)(8)]
Develop and expand postsecondary program offerings at times and in formats that are accessible for students, including working students, including through the use of distance education. [§135(c)(9)]
Develop initiatives that facilitate the transition of sub-baccalaureate CTE students into baccalaureate degree programs, including: articulation agreements between sub-baccalaureate degree granting postsecondary educational institutions; post-secondary dual and concurrent enrollment programs; academic and financial aid counseling for sub-baccalaureate career and technical education students that informs the students of the opportunities for pursuing a baccalaureate degree and advises the students on how to meet any transfer requirements; and d) other initiatives to i) encourage the pursuit of a baccalaureate degree; and ii) overcome barriers to enrollment in and completion of baccalaureate degree programs, including geographic and other barriers affecting rural students and special populations. [§135(c)(10)]
Provide activities to support entrepreneurship education and training. [§135(c)(11)]
Improve or develop new CTE courses, including the development of new proposed CTE programs of study for consideration by the eligible agency and courses that prepare individuals academically and technically for high-skill, high-wage or high-demand occupations and dual or concurrent enrollment opportunities by which CTE students at the secondary level could obtain postsecondary credit to count towards an associate or baccalaureate degree. [§135(c)(12)]
Develop and support small, personalized career-themed learning communities. [§135(c)(13)]



Provide support for family and consumer sciences programs. [§135(c)(14)]
Provide CTE programs for adults and school dropouts to complete secondary education or dropouts to complete secondary education or upgrade technical skills. [§135(c)(15)]
Provide assistance to individuals who have participated in services and activities under this Act in continuing their education or training or finding an appropriate job. [§135(c)(16)]
Support training and activities (such as mentoring and outreach) in nontraditional fields. [§135(c)(17)]
Provide support for training programs in automotive technologies. [§135(c)(18)]
Support innovative initiatives, which may include: a) improving the initial preparation and professional development of CTE teachers, faculty, administrators, and counselors; b) establishing, enhancing, or supporting systems for: i) accountability data collection under this Act, or reporting data under this Act; ii) implementing cCTE programs of study described in section 122(c)(1)(A); or iii) implementing technical assessments. [§135(c)(19)]
Support other CTE activities consistent with the purposes of the Act. [§135(c)(20)]
Check One: Activities described in this proposal will be funded
 ☑ Entirely with Perkins V Funds ☑ Entirely with Other Funding Sources ☑ Using Both Perkins V and Other Funding Sources

The following are NOT allowable expenditures under Perkins V:

- 1. Entertainment
- 2. Awards and memorabilia
- 3. Individual memberships
- 4. College tuition, fees, books
- 5. Membership with orgs. that lobby
- 6. Fines and penalties
- 7. Insurance/self-insurance
- 8. Expenses that supplant

- 9. Audits, except single audit
- 10. Contributions and donations
- 11. Contingencies
- 12. Facilities and furniture *
- 13. General advertising
- 14. Alcohol
- 15. Fund raising
- 16. General administration
- 17. Faculty Salaries (for Instruction with the exception of adult or out-of-school youth)

EDGAR

Provisions in the Education Department General Administrative Regulations Part 76 subpart F Sec. 76.533 Acquisition of real property; construction.



No State or subgrantee may use its grant or subgrant for acquisition of real property or for construction unless specifically permitted by the authorizing statute or implementing regulations for the program.

The interpretation of the Chancellor's Office is that construction is not an allowable expenditure.

EDGAR Part 74c Section 74.27 refers us to OMB circular A21 which specifies in J.16(B)(1) and (3)

- (1) Capital expenditures for general purpose equipment, buildings, and land are **unallowable** as direct charges, except where approved in advance by the sponsoring agency.
- (2) Capital expenditures for improvements to land, buildings, or equipment which materially increase their value or useful life are **unallowable** as direct charges, except where approved in advance by the sponsoring agency. Sponsoring agency as used in the OMB circular is the USDE

<u>Supplanting</u>: Supplanting or supporting staff or equipment that should be supplied by the District (maintaining programs rather than improving or expanding them).

The prohibition against facilities and furniture can also be based on the Supplement/Not Supplant provision found in Section 311 of the Perkins Act. Generally construction of a facility is a local responsibility as is the furnishing of the facility with furniture etc. Therefore, to charge such costs to the Perkins grant would be a supplanting of a local responsibility.

Please provide estimated costs of your projects proposed activities. **Please submit the budget spreadsheet and the <u>core indicator report</u> along with your application.** If you need assistance with budget development please contact the Perkins V Program Coordinator for assistance at x4023.

Total amount of Perkins V funding being requested for 2024-2025 \$20,252.93

Submitted by: Howard A. Stahl Date: February 1, 2024

Proposals must be received *electronically* no later than February 9th, 2024, 5:00pm to <u>ramos patricia @smc.edu</u> and <u>casillas ruth@smc.edu</u>.

Perkins Budget Breakdown

Fiscal Year 2024-25

- Please do not generalize the items. For example do not put "workshop expense" as this could be anything from flyers, student employees, faculty stipends, food, guest speakers, room rental, etc. You can put a subsection called "workshop expense" and itemize the expenses.
- If items are dependent of each other, they can be grouped into one item. For example purchasing a desktop computer comes with a computer, monitor, mouse, keyboard. There is no need to separate this out.
- If you do not have quotes please do not insert links. Please copy and paste those items onto a Word document and submit the Word document along with this budget form. This form must be filled out.

Description	Quantity	Unit Price	Unit Price w/tax (10.25%)	Total	Type of expense	Level of Priority	Was this item described in the proposal?
For stipends, please include benefit rate at 30%							
Microsoft Office User Specialist Exam Vouchers - Campus							
License	1	\$4,680.00	\$5,159.70	\$5,159.70	Vendor Contract	Medium	Yes
Certiprep Full Suite for MOS Exams	1	\$4,868.00	\$5,366.97	\$5,366.97	Vendor Contract	Medium	Yes
Intuit Quickbooks Exam Vouchers - 500 users	1	\$4,922.00	\$5,426.51	\$5,426.51	Vendor Contract	Medium	Yes
Faculty Exam Proctoring Stipend + Benefits - \$3000 + \$900	1	\$3,900.00	\$4,299.75	\$4,299.75	Stipend	Medium	Yes
			\$0.00	\$0.00	Stipend	Low	No
			\$0.00	\$0.00	Stipend	Low	No
			\$0.00	\$0.00	Stipend	Low	No
			\$0.00	\$0.00	Stipend	Low	No

TOTAL \$20,252.93



Prepared By Duane Griffin

Email duane.griffin@pearson.com

Created Date 1/16/2024

Expiration This quote is valid until 08/31/2024

Quote Number 00142787 Certiport ID 90038072

*** This is not an Invoice. Please do not send payment from this quote. ***

Mailing Address

Certiport, a business of NCS Pearson, Inc. 1633 W. Innovation Way, 5th Floor Lehi, UT 84043

Please email POs if possible. Otherwise send them to the mailing address above.

Corporate Address

5601 Green Valley Drive Bloomington, MN 55437

USA

Federal Tax ID Number: 41-0850527

Sales (888) 222-7890 Fax (801) 492-4118

duane.griffin@pearson.com

Bill To Name Santa Monica College

Bill To CSIS Department 1900 Pico Blvd

Santa Monica, CA 90405

USA

Ship To Name Santa Monica College

Ship To Santa Monica College

CSIS Department 1900 Pico Blvd

Santa Monica, CA 90405

USA

Prepared For

Howard Stahl

valdivia_odemaris@smc.edu

Product ID	Product	Quantity	Sales Price	Total Price
1107701	(CertPREP) MOS Practice Tests, up to 500 User License (Full Suite) - HED (GMetrix Platform)	1.00	\$4,680.00	\$4,680.00
1105055	Intuit 500 License with 500-user CertPREP Practice Test License HED/WFD	1.00	\$4,922.00	\$4,922.00
1101862	MOS Campus License - Higher Ed	1.00	\$4,868.00	\$4,868.00

^{**} All Certification exams and licenses expire one year from purchase date, or as agreed upon by the parties, at time of purchase, if the purchase is for a future start date. No extensions, no refunds or exchanges.

Grand Total \$14,470.00

Grand Total does not include applicable taxes which may be charged.

Terms and Conditions of Sale

The Quote Sheet and these Terms and Conditions of Sale contained herein become the agreement between Certiport, a business of NCS Pearson, Inc. ("Seller") and the organization listed on this Quote Sheet ("Buyer") for the sale of goods and/or services as described in the Quote Sheet (hereinafter the "Agreement"). Seller's agreement to provide the goods and/or services is expressly conditional on Buyer's assent to this Agreement. If Buyer objects to any terms herein, such objection must be in writing and delivered to Seller within seven (7) calendar days of receipt of this document. Failure to make such timely exception or acceptance of any goods or services by Buyer shall be conclusively deemed asset to the terms and conditions herein.

- 1. Order Acceptance and Complete Agreement. All requests for goods or services received by Seller are subject to revision and rejection by Seller. Buyer's acceptance of goods and/or services evidences Buyer's acceptance of these terms and conditions. This Agreement may not be altered or modified except in writing duly executed by both parties. Except as set forth herein, the parties agree there are no other contracts or agreements between them, oral or written, with respect to the products and/or services procured hereunder (including any made or implied past dealings). No additional or different terms and conditions stated in or attached to Buyer's order or Buyer's communications to Seller, including, but not limited to, Buyer's orders, purchase order or other communication to Seller are applicable to this transaction in any way, and are hereby rejected and shall not be considered as Buyer's exceptions to these terms and conditions. Trade custom, trade usage and past performance are hereby superseded and shall not be used to interpret these terms and conditions. Buyer acknowledges that Buyer may be required to sign a Certiport Authorized Test Center agreement prior to any goods or services delivered under this Agreement being deliverable from Buyer to end users.
- 2. Implementation of Services. Seller cannot commit to an estimated schedule for the delivery of goods or services to Buyer until Buyer has signed and returned this Agreement to Seller.



Prepared By Duane Griffin

Email duane.griffin@pearson.com

Created Date 1/16/2024

Expiration This quote is valid until 08/31/2024

Quote Number 00142787 Certiport ID 90038072

- 3. Payment, Prices and Setoff. Payment terms are net thirty (30) days from date of invoice. Prices stated on the order exclude shipping and handling charges, sales, use, excise, VAT or similar taxes or duties. All payments are due in U.S. Dollars unless otherwise agreed by Seller in writing. In addition, Buyer waives any rights of setoff.
- 4. Title. Unless stated elsewhere in this Agreement, all shipment of goods shall be delivered F.O.B. Seller's facility, and any loss or damage thereafter shall not relieve Buyer from any obligation hereunder. Buyer shall be liable for costs of insurance and transportation and for all import duties, taxes and any other expenses incurred or licenses or clearance required at port of entry and destination.
- 5. Termination or Cancellation of this Agreement. This Agreement, and all rights, and if applicable any licenses granted herein by Seller to Buyer, may be terminated by either party for a material breach of an obligation imposed upon a party by this Agreement, but only after written notice by the non-breaching party has been given to the breaching party. Such notice must provide for an opportunity to cure such material breach of at least thirty (30) days following receipt of the notice by the breaching party. If the breaching party has not cured the breach by the cure date stated in the notice, only then may the non-breaching party giving the notice terminate this Agreement (and all rights and if applicable any licenses granted herein). In the event of termination for breach, the breaching party will be liable to the other party for reasonable wind-up and program management costs.
- **6. Parental Consent Form.** Before allowing an examinee under the age of 18 to register and take an Exam, Buyer shall require the parent/legal guardian of the examinee to complete and sign a Parental Consent Form. Buyer shall be responsible for collecting any consent to transmit examinee data to Seller and Seller's clients, where applicable. Completed Parental Consent Forms must be retained by Buyer and made available to Certiport upon request.
- **7. Legal Compliance**. Buyer, at all times, shall comply with all applicable federal, state, and local laws and regulations. Export of the goods covered by this Agreement may be subject to export license control by the United States government. It is Buyer's responsibility to obtain any licenses which may be required under the applicable laws of the United States including the Export Administration Act and regulations promulgated thereunder.
- 8. Intellectual Property. Seller shall retain all rights to pre-existing ideas, processes, procedures, and materials used by Seller in developing or providing products and/or services to Buyer (Seller's Materials). Buyer shall own all title and interest in any materials created under this Agreement unless those materials are based on Seller's Materials. Buyer grants Seller a non-exclusive, royalty-free, worldwide license to use Buyer's Trademarks or provided materials in the provision of goods or services hereunder.
- 9. Limited Warranty. Seller warrants that it will perform the services in a professional and workmanlike manner. THE WARRANTIES IN THIS AGREEMENT REPLACE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL OTHER WARRANTIES ARE DISCLAIMED AND EXCLUDED BY SELLER.
- 10. Limitation of Liability. In no event will Seller be liable, in breach of warranty, contract, tort, strict liability, or under any other legal theory, for any indirect, special, incidental, consequential, punitive and/or exemplary damages, losses or expenses, or for loss of profit, revenue or data, regardless of whether Buyer was informed about the possibility of such damages, and in no event will Seller's total liability exceed an amount equal to the price of the goods or services giving rise to the liability even if Seller has knowledge of the possibility of the potential loss or damage.
- 11. Buyer Specifications Indemnity. Where allowed by law, Buyer agrees to indemnify and hold harmless Seller for all claims, whether arising in tort or contract, against Buyer and/or Seller (including reasonable Attorney's fees, expenses and costs), arising out of the application of Seller's goods or services to Buyer's specifications, designs, or statement of work, if applicable.
- 12. Confidentiality. Each party agrees that (i) all data or information which is submitted by one party to the other, which is confidential and is designated or characterized as secret, confidential, or proprietary ("Confidential Information") will be kept in confidence by the other party hereto and shall not be used, published, revealed, provided, disclosed, or made available to any third party, whether directly or indirectly without the prior written consent of the disclosing party; (ii) it will use the other party's Confidential Information only as may be necessary in the course of performing its duties, receiving services or exercising its rights under this Agreement; (iii) it will treat such information as confidential and proprietary; (iv) it will take all reasonable precautions to protect the other party's Confidential Information, including, but not limited to, such precautions exercised by the receiving party to protect its own confidential information; and (v) it will not otherwise appropriate such information to its own use or to the use of any other person or entity. Each party will be liable to the other only in the event of a willful and material disclosure of such confidential data or information. The terms and conditions of this Agreement shall be deemed confidential in accordance with this Section.
- 13. Infringement by Seller. Seller agrees to indemnify, defend and hold Buyer and Buyer's directors, officers, employees, successors, and assigns from and against any and all third party claims that any goods and/or services supplied by Seller to Buyer constitute direct infringement of any United States trademark, patents, copyrights and Seller agrees to pay all damages and costs finally awarded thereunder by a court of competent jurisdiction against Buyer, provided that Seller has been promptly informed and furnished a copy of each communication, notice or other action relating to the alleged infringement and Seller is given authority, information and assistance (at Seller's expense) necessary to defend or settle said claim.
- 14. Infringement by Buyer. Buyer agrees to indemnify, defend and hold Seller and Seller's directors, officers, employees, successors, and assigns from and against any and all claims that the information, content, trademarks, specifications or materials furnished by Buyer to Seller under this Agreement infringe any trademark, patents, copyrights, or other intellectual property right and Buyer agrees to pay all damages and costs finally awarded thereunder by a court of competent jurisdiction against Seller, provided that Seller furnished notice to Buyer relating to the claim and Buyer is given information about the claim. It is Buyer's responsibility and expense to defend or settle said claim. If the content of the information or materials furnished by Buyer under this Agreement is proven to infringe a trademark, patent, copyright, or other intellectual property right or Buyer determines that the content of any information or materials furnished to Seller under this Agreement will infringe such rights, or Buyer is enjoined from using the information or materials furnished by Buyer to Seller under this Agreement then Buyer, at Buyer's sole discretion and expense shall (i) procure for Seller the right to continue using such information or material, (ii) replace the information or material with a non-infringing product, or (iii) modify the information or product so it becomes non-infringing.
- 15. Force Majeure. The obligations of the parties under this Agreement (including all obligations of Seller relating to time limits and deadlines for implementation and updating under this Agreement) shall be suspended, to the extent a party is hindered or prevented from complying therewith and for a reasonable time thereafter because of acts beyond a party's control. In the event of such delay, the date of delivery or time of completion will be extended by a period of time reasonably necessary to overcome the effect of any such delay.



Prepared By Duane Griffin

Email <u>duane.griffin@pearson.com</u>

Created Date 1/16/2024

Expiration This quote is valid until 08/31/2024

 Quote Number
 00142787

 Certiport ID
 90038072

16. General. It is mutually agreed that any provisions of this Agreement, which, by their nature, should reasonably survive termination or expiration of this Agreement will survive. Buyer agrees that the goods and services outlined in this Agreement are commercial items and not subject to cost accounting principles, including but not limited to Federal Acquisition Regulation Part 30 entitled "Cost Accounting Standards Regulation". Seller's relationship to Buyer is that of an independent contractor. This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of Minnesota without giving effect to the principles of conflicts law thereof, unless otherwise required by law. Both Parties to this Agreement consent to the interpretation of laws, jurisdiction, and venue in the state and federal courts sitting in the State of Minnesota, Hennepin County, unless otherwise required by law. If a provision of this Section is found to be invalid, illegal, or unenforceable in any respect, the court may modify it to make such provision enforceable. This Agreement is solely for the benefit of the parties hereto and no provision of this Agreement shall be deemed to create any rights in, be deemed to have been executed for the benefit of, nor confer upon any other person or entity not a party hereto any remedy, claim, liability, reimbursement, cause of action or other rights.

College Core Indicator Information by 4-Digit TOP (2023-2024)

Perkins V, Title I, Part C Local Application

Agreement # _____

District/College: SANTA MONICA/SANTA MONICA

0701 - Computer and Information SCI, General

Instructions: Print out forms. Complete and sign bottom of last page.

Cohort Year CTE Enrollments:

1.338

CTE Headcount:

1.156

(includes CTE enrollments above introductory level only)

(CTE students enrolled above introductory level only)

Core	e Indicator 1 - Cohort Yr: 2020 secondary Retention & Placem	- 2021 ent		Negotiated Level		College Performance	Percent Above or Below Negotiated Level
LUSE	Secondary Note 200	Count	Total	State	District		
1	CTE Cohort*	37	38	91.75	91.75	97.37	5.6
2	Individuals Preparing for Non- Traditional Fields	18	19	91.75	91.75	94.74	3.0
3	Out of Workforce Individuals	6	6	91.75	91.75	100.00	N/A
4	Individuals with Economically Disadvantaged Families	23	23	91.75	91.75	100.00	8.3
5	English Learners	3	3	91.75	91.75	100.00	N/A
6	Single Parents	1	1	91.75	91.75	100.00	N/A
7	Individuals with Disabilities	5	5	91.75	91.75	100.00	N/A
8	Homeless Individuals			91.75	91.75	N/R	N/R
9	Youth in Foster Care			91.75	91.75	N/R	N/R
10	Youth with Parent in Active			91.75	91.75	N/R	N/R
						C 18	In Above on Releas

Core Indicator 2 - Cohort Yr: 2020 Earned Postsecondary Credential	- 2021		Negotiated Level		College Performance	Percent Above or Below Negotiated Level
Dan neur 1 oosbeeling	Count	Total	State	District		
11 CTE Cohort*	1	3	89.00	89.00	33.33	N/A
12 Individuals Preparing for Non- Traditional Fields		1	89.00	89.00	0.00	N/A
13 Out of Workforce Individuals			89.00	89.00	N/R	N/R
Individuals with Economically Disadvantaged Families		1	89.00	89.00	0.00	N/A
15 English Learners			89.00	89.00	N/R	N/R
16 Single Parents			89.00	89.00	N/R	N/R
17 Individuals with Disabilities		1	89.00	89.00	0.00	N/A
18 Homeless Individuals			89.00	89.00	N/R	N/R
19 Youth in Foster Care			89.00	89.00	N/R	N/R
20 Youth with Parent in Active Military			89.00	89.00	N/R	N/R

Core Indicator 3 - Cohort Yr: 2020-2021 Non-traditional Program Enrollment			Negotiated Level		College Performance	Percent Above or Below Negotiated Level
	Count	Total	State	District		
21 CTE Cohort*	21	48	26.00	26.00	43.75	17.8
22 Individuals Preparing for Non- Traditional Fields	21	48	26.00	26.00	43.75	17.8
23 Out of Workforce Individuals	3	7	26.00	26.00	42.86	N/A
24 Individuals with Economically Disadvantaged Families	16	28	26.00	26.00	57.14	31.1

Form 1 Part E-C Last Revised 02/01/2010

^{*} If no district target is available then state targets will be used.

College Core Indicator Information by 4-Digit TOP (2023-2024)

Perkins V, Title I, Part C Local Application

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25 English Learners	2	4	26.00	26.00	50.00	N/A
26 Single Parents	1	2	26.00	26.00	50.00	N/A
27 Individuals with Disabilities	2	8	26.00	26.00	25.00	N/A
28 Homeless Individuals			26.00	26.00	N/R	N/R
29 Youth in Foster Care			26.00	26.00	N/R	N/R
30 Youth with Parent in Active Military			26.00	26.00	N/R	N/R

Core Indicator 4 - Cohort Yr: 2020- 2021 Employment			Negotiated Level		College Performance	Percent Above or Below Negotiated Level
	Count	Total	State	District		
31 CTE Cohort*	DR	DR	73.23	73.23	DR	N/A
32 Individuals Preparing for Non- Traditional Fields	DR	DR	73.23	73.23	DR	N/A
33 Out of Workforce Individuals			73.23	73.23	N/R	N/R
34 Individuals with Economically Disadvantaged Families			73.23	73.23	N/R	N/R
35 English Learners			73.23	73.23	N/R	N/R
36 Single Parents			73.23	73.23	N/R	N/R
37 Individuals with Disabilities			73.23	73.23	N/R	N/R
38 Homeless Individuals			73.23	73.23	N/R	N/R
39 Youth in Foster Care			73.23	73.23	N/R	N/R
40 Youth with Parent in Active Military			73.23	73.23	N/R	N/R

^{*}Note: Students meeting criteria for for this indicator with 12+ CTE units in a discipline (one course is above intro) in 3 years. See cohort specifications for full criteria.

The DR notation indicates privacy requirements - EDD requires that counts less than six not be displayed. N/A (Not Applicable) indicates denominators 10 or N/R (Not Reported) indicates categories where no participants were reported. These performance indicators include all vocational programs whether or not they are supported with Perkins Title IC Funds. For more detailed reports, see Core Indicators 'Summary' and 'Detail' Reports. Shaded areas are for your information and are not included as accountability measures.

By totaling each positive, negative, N/A, N/R outcome in the last column from items 1 - 40, I certify and acknowledge that performance in the 40 Core Indicator categories is as follows:

of the 40 are at or above the District negotiated level(s);

of the 40 are below the District negotiated level(s);

of the 40 are list as (N/A, N/R)

Department Chair (or authorized Designee):