AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into as of September 7, 2016, between

Smart Sparrow, LLC.
375 Alabama Street, Suite 490
San Francisco, CA 94110
(510)932-7929
Attention: Dena Mapes
dena.mapes@smartsparrow.com

hereinafter referred to as the “Contractor,” and PASADENA AREA COMMUNITY COLLEGE DISTRICT, hereinafter referred to as the “District.”

WHEREAS the Contractor is specially trained and experienced and competent to perform the special services pursuant to this Agreement; therefore the parties hereto agree as follows:

1. PERIOD OF AGREEMENT shall be September 15, 2016 through September 14, 2017.

2. DUTIES OF THE CONTRACTOR shall be to provide a grant to support the scaling of Inspark courses in accordance with EXHIBIT A which is attached hereto and made a part hereof.

3. STAFFING Contractor shall be solely responsible for staff providing services under this Agreement. Contractor certifies that staff and/or trainees providing the services are adequately trained and prepared according to prevailing professional standards for providing such services and that personnel providing clinic and/or counseling services are licensed or otherwise legally qualified. Contractor certifies that it shall provide adequate supervision of the staff and/or trainees. Contractor certifies that its staff will follow legal guidelines on reporting child abuse/neglect.

   District shall have the right to accept or reject the assignment of any Contractor personnel. District shall have the right to remove any Contractor personnel from District premises and to preclude any Contractor personnel from performing services under this Agreement. Contractor shall immediately comply with any such request, and shall provide replacement personnel within a commercially reasonable time.

4. INDEPENDENT CONTRACTOR While engaged in performance of this Agreement the Contractor is an independent contractor and is not an officer, agent, or employee of the District. Contractor and its employees and agents are not entitled to benefits of any kind to which the District’s employees are entitled, including but not limited to unemployment compensation, workers’ compensation, health insurance and retirement benefits. Contractor assumes full responsibility for the acts and/or omissions of Contractor’s employees or agents as they relate to performance of this Agreement. Contractor assumes full responsibility for workers’ compensation insurance, and payment of all Federal, State and local taxes or contributions, including but not limited to unemployment insurance, social security, Medicare and income taxes with respect to Contractor and Contractor’s employees. Contractor warrants its compliance with the criteria established by the U.S. Internal Revenue Service (I.R.S.) for qualification as an independent contractor, including but not limited to being hired on a temporary basis, having some discretion in scheduling time to complete contract work, working for more than one employer at a time, and acquiring and maintaining its own office space and equipment. Contractor agrees to indemnify the District for all costs and any penalties arising from audits by State and/or Federal tax entities related to services provided by Contractor’s employees and agents under this Agreement.

Page 1 of 8

Agreement No. B170094
5. **CONTRACT VALUE** The total value of this Agreement shall not exceed $50,000.00. The District shall pay the contractor as detailed in EXHIBIT A, which is attached hereto and made a part hereof. Payment shall be contingent upon acceptance of the work and approval of invoice(s) by the sponsoring department’s administrator or his/her designee. The District will process payment within 30 days of receipt of invoice(s), which meet the requirements of this Section, so long as the District has on file a fully executed, Board approved, contract for the invoiced services. Invoices must (a) reference this Agreement number, (b) be signed and submitted by the Contractor to the locations identified below, and (c) shall itemize services, date(s), and payment rate(s) consistent with the terms of this Agreement.

Expenses, when authorized, shall be itemized and documented when invoiced. Travel and per-diem expenses shall be authorized in writing in advance by the sponsoring department’s administrator and may include necessary airfare (coach class) or mileage, reasonable lodging, transportation and meal expense. Airfare, meals, lodging and other covered expenses shall be documented with receipts. District guidelines of reasonable costs of travel and per diem expenses are as follows:

- Airfare (coach class)
- Mileage at the federal rate
- Reasonable lodging not to exceed $150.00 per day
- Meal expenses not to exceed $41.00 per day

Any invoice(s) failing to meet the requirements set forth in this Section will not be considered for payment within 30 days and may be rejected and/or returned to the vendor. Additional documentation shall be furnished by the Contractor to the District’s Fiscal Services upon request.

**Mail Original Invoice(s) and Two (2) Copies to:**
Pasadena Area Community College District
Fiscal Services
1570 F. Colorado Blvd , C203
Pasadena, CA 91106-2003

**Mail One (1) Copy of Invoice(s) to:**
Pasadena Area Community College District
Distance Education
1570 E. Colorado Blvd.,
Pasadena, CA 91106
Attention: David Douglass

6. **RIGHTS TO REPORTS** The rights to any report, evaluation and/or other material developed by the Contractor in connection with this Agreement shall belong to the District. Reports of work completed and in progress shall be submitted to District quarterly.

7. **CONFLICT OF INTEREST** Contractor represents that Contractor has no existing financial interest and will not acquire any such interest, direct or indirect, which could conflict in any manner or degree with the performance of services required under this Agreement, or employed by Contractor. Contractor shall not conduct or solicit any non-District business while on District property or time.

Contractor will also take all necessary steps to avoid the appearance of a conflict of interest and shall have a duty to disclose to the District prior to entering into this Agreement any and all circumstances existing at such time, which pose a potential conflict of interest.

Contractor warrants that it has not directly offered or given, and will not directly or indirectly offer or give, to any employee, agent, or representative of the District any cash or noncash gratuity or payment with view toward securing any business from the District or influencing such person with respect to this Agreement. Any breach of this warranty shall be a material breach of each and every contract between the District and Contractor.
Should a conflict of interest issue arise, Contractor agrees to fully cooperate in any inquiry and to provide the District with all documents or other information reasonably necessary to enable the District to determine whether or not a conflict of interest existed or exists.

Failure to comply with the provisions of this Section shall constitute grounds for immediate termination of this Agreement, in addition to whatever other remedies the District may have.

8. **AUDIT AND INSPECTION OF RECORDS** Pursuant to and in accordance with the provisions of Government Code Section 8546.7 or any amendments thereto, all books, records and files of District, Contractor, or any subcontractor connected with the performance of this Agreement involving the expenditure of public funds in excess of Ten Thousand Dollars ($10,000), including, but not limited to the administration thereof, shall be subject to the examination and audit of the State Auditor General of the State of California, at the request of District or as a part of any audit of District, for a period of three (3) years after final payment is made under this Agreement. Contractor shall preserve and cause to be preserved such books, records and files for the audit period.

9. **EVALUATION** The Contractor acknowledges that the presentation or services may be evaluated by the participants, the sponsoring department administrator, or any other District departments and understands that the results of the evaluation may be made available to the Contractor, other schools and offices within the District, and other school districts and agencies upon request. The Contractor agrees to cooperate fully with any such evaluation and agrees to promptly furnish any information that is requested by the District for evaluation purposes.

10. **EQUAL EMPLOYMENT OPPORTUNITY** It is the policy of the District that, in connection with all work performed under District agreements, there shall be no discrimination against any employee or applicant for employment because of race, color, religious creed, national origin, ancestry, marital status, sex, sexual orientation, age, disability or medical condition and therefore the Contractor agrees to comply with applicable Federal and State laws. In addition, the Contractor agrees to require like compliance by all subcontractors employed on the work.

11. **TERMINATION FOR CONVENIENCE**

11.1 The District may, by written notice to the Contractor, terminate this Agreement in whole or in part at any time, for the District’s convenience. Upon receipt of such notice, the Contractor shall:

   i. immediately discontinue all services affected (unless the notice directs otherwise) and

   ii. deliver to the District all information and material as may have been involved in the provision of services whether provided by the District or generated by the Contractor in the performance of this Agreement, whether completed or in process. Termination of this Agreement shall be as of the date of receipt by the Contractor of such notice.

11.2 If the termination is for the convenience of the District, Contractor shall submit a final invoice within 30 days of termination and upon approval by the District, the District shall pay the Contractor the sums earned for the services actually performed prior to the effective date of termination.

11.3 The Contractor shall not be entitled to anticipatory or consequential damages as a result of any termination under this Section. Payment to the Contractor in accordance with this Section shall constitute the Contractor’s exclusive remedy for any termination hereunder. The rights and
remedies of the District provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.

12. **TERMINATION FOR DEFAULT**

12.1 The District may, by written notice to the Contractor, terminate this Agreement in whole or in part at any time because of the failure of the Contractor to fulfill its contractual obligations. Upon receipt of such notice, the Contractor shall:

   i. immediately discontinue all services affected (unless the notice directs otherwise) and

   ii. deliver to the District all information and material as may have been involved in the provision of services whether provided by the District or generated by the Contractor in the performance of this Agreement, whether completed or in process. Termination of this Agreement shall be as of the date of receipt by the Contractor of such notice.

12.2 If the termination is due to the failure of the Contractor to fulfill its contractual obligations, the District may take over the services, and complete the services by contract or otherwise. In such case, the Contractor shall be liable to the District for any reasonable costs or damages occasioned to the District thereby. The expense of completing the services, or any other costs or damages otherwise resulting from the failure of the Contractor to fulfill its obligations, will be charged to the Contractor and will be deducted by the District out of such payments as may be due or may at any time thereafter become due to the Contractor. If such costs and expenses are in excess of the sum, which otherwise would have been payable to the Contractor, then the Contractor shall promptly pay the amount of such excess to the District upon notice of the excess so due.

12.3 If, after the notice of termination for failure to fulfill contract obligations, it is determined that the Contractor has not so failed, the termination shall be deemed to have been effected for the convenience of the District. In such event, adjustment shall be made as provided in the prior Section, Termination for Convenience.

12.4 The Contractor shall not be entitled to anticipatory or consequential damages as a result of any termination under this Section. Payment to the Contractor in accordance with this Section shall constitute the Contractor’s exclusive remedy for any termination hereunder. The rights and remedies of the District provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.

13. **ASSIGNMENTS** Neither the performance of this Agreement, nor any part thereof, may be assigned by either party without the prior written consent and approval of the other.

14. **GOVERNING LAW, JURISDICTION AND VENUE** The validity, interpretation and performance of this Agreement shall be determined according to the laws of the State of California. Venue of any dispute arising out of this Agreement shall be in the Los Angeles Superior Court. Contractor hereby consents to jurisdiction in said court and waives any challenge on any ground, including inconvenient forum.

15. **ENTIRE AGREEMENT/AMENDMENT** This Agreement and any exhibits attached hereto constitute the entire Agreement between the parties to the Agreement and supersede any prior or contemporaneous written or oral understanding or agreement, and may be amended only by written amendment executed by both parties to this Agreement.
16. **SEVERABILITY** If any section, provision or portion of this Agreement is held to be invalid, illegal or void by a court of proper jurisdiction, the remainder of this Agreement shall nevertheless subsist and continue in full force and effect.

17. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY FOR AWARD**

The following certification is applicable only to contracts for $25,000 or more, which are funded by Federal funds:

By signing this Agreement, the Contractor certifies that:

(A) The Contractor and any of its principals and/or subcontractors are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(B) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State or local government contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

18. **REPRESENTATIONS, WARRANTIES AND COVENANTS**

Notwithstanding any language to the contrary in this Agreement or any exhibit to this Agreement, Contractor represents, warrants, and covenants to the District as follows:

18.1 Compliance with Laws and Regulations

At all times during the term of this Agreement, Contractor shall comply with all applicable Federal, State, and local laws and regulations during its performance of all work. Contractor represents and warrants that it has all licenses or certificates required to perform the work or has received waivers from such requirements. Contractor shall insure that all subcontractors performing work under this Agreement are properly licensed to perform such work. Contractor shall provide District with all reasonable assistance in complying with all applicable Federal, State, and local laws and regulations.

18.2 Noninfringement

The work shall not violate or infringe upon the rights of any third party, including, without limitation, any patent rights, copyright rights, trademark rights, trade secret rights, or other proprietary rights of any kind.

18.3 Authority

Contractor has full power and authority to enter into this Agreement and to perform hereunder, and such entry and performance do not and will not violate any rights of any third party.
18.4 No Claims

There is no action, suit, proceeding, or material claim or investigation pending or threatened against it in any court, or by or before any Federal, State, Municipal, or other governmental department, commission, board, bureau, agency, or instrumentality, domestic or foreign, or before any arbitrator of any kind, that, if adversely determined, might adversely affect the work or restrict Contractor’s ability to complete the transactions contemplated by this Agreement, or restrict the District’s right to use the work. Contractor knows of no basis for any such action, suit, claim, investigation, or proceeding.

19. DISTRICT DATA Notwithstanding any language to the contrary in this Agreement or any exhibit to this Agreement, any data or other material furnished by the District for use by Contractor under this Agreement shall remain the sole property of the District.

20. INDEMNIFICATION

Notwithstanding any language to the contrary in this Agreement or any exhibit(s) to this Agreement, Contractor shall indemnify the District as follows:

20.1 General Indemnity

A. Contractor shall indemnify and hold the District and its Board Members, administrators, employees, agents, attorneys, and contractors (Indemnitees) harmless against all liability, loss, damage and expense (including reasonable attorneys’ fees) resulting from or arising out of this contract or its performance, whether such loss, expense, damage or liability was proximately caused in whole or in part by the negligent or willful act or omission by Contractor, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it.

B. This indemnification shall apply even in the event of the act, omission, fault, or negligence, whether active or passive, of the Indemnitee(s), but shall not apply to claims arising from the sole negligence or willful misconduct of the Indemnitee(s).

20.2 Proprietary Rights Indemnity

Contractor shall indemnify and hold harmless the District, its officers, directors, employees, agents from any losses suffered by the District as a result of Contractor’s breach of its warranties set forth in Section 20 of this Agreement. Contractor shall defend, indemnify, and hold harmless the District, its officers, directors, employees, agents from and against any claim, demand, challenge, suit, loss, cost, damage, or liability based on any assertion that the Work or any component or part thereof infringes, misappropriates, or violates any patent right, copyright right, trade secret, or other proprietary right of any third party. The District shall notify Contractor in writing of the initial claim or action brought against it. The selection of counsel, the conduct of the defense of any lawsuit, and any settlement shall be within the Contractor’s control; provided that the District shall have the right to participate in the defense of any such infringement claim using counsel of its choice, at the District’s expense. No settlement shall be made without notice to, and the prior written consent of, the District.

20.3 Insurance

Contractor shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed insurer
with an A minus, (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with Contractor's fulfillment of any of its obligations under this Agreement or either party's use of the Work of any component or part thereof:

A. Commercial Form General Liability Insurance, including both bodily injury and property damage, with limits as follows:
   $1,000,000 per occurrence
   $100,000 fire damage
   $5,000 med expenses
   $1,000,000 personal & adv. injury
   $3,000,000 general aggregate
   $3,000,000 products/completed operations aggregate

B. Business Auto Liability Insurance for owned scheduled, non-owned or hired automobiles with a combined single limit of no less than $1 million per occurrence.

C. Workers' Compensation and Employers Liability Insurance in a form and amount covering Contractor's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable State and Federal laws.
   Part A—Statutory Limits
   Part B—$1,000,000/$1,000,000/$1,000,000 Employers Liability

D. Errors & Omissions (Professional Liability) coverage with the following limits:
   $1,000,000 per occurrence/$1,000,000 aggregate

E. Contractor, upon execution of this contract and periodically thereafter upon request, shall furnish the District with certificates of insurance evidencing such coverage. The certificate of insurance shall include a thirty (30) day non-renewal notice provision. The policies of insurance providing the coverages referred to in clauses A and B above shall name the District and the Board of Trustees as additional insureds with respect to any potential tort liability, irrespective of whether such potential liability might be predicated on theories of negligence, strict liability or products liability. Premiums on all insurance policies shall be paid by Contractor and shall be deemed included in Contractor's obligations under this contract at no additional charge.

21. SECURITY Notwithstanding any language to the contrary in this Agreement or any exhibit to this Agreement, Contractor agrees that it and its personnel shall at all times comply with all security regulations in effect from time to time at the District’s premises and shall comply with the District’s security policies and procedures if granted access to the District’s computer or communications networks.

22. ACCESSIBILITY REQUIREMENTS

The Contractor hereby warrants that the products or services to be provided under this agreement comply with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended, and its implementing regulations. Contractor agrees to respond promptly to and resolve complaints regarding accessibility of its products or services that are brought to its attention. Contractor further agrees to indemnify and hold harmless the District from and against 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 this agreement.

23. BUDGET REDUCTIONS In the event that, in the current or any subsequent fiscal year, the Board of Education fails to appropriate sufficient funds to fund the Agreement, reduces or terminates funding with respect to the relevant program, or otherwise directs budget cutbacks, the District may either (a) terminate the Agreement, without further liability to the District, or (b) propose an amendment to the Agreement for an amended definition of the Work and at a lower price. Any such amendment shall require the mutual agreement of the parties. Further, if the Board of Education suspends payments to contractors due to budget cutbacks, the District shall have the option to suspend performance of the Agreement and suspend payments to the Contractor until the Board of Education rescinds the suspension. In any event, the Contractor shall be paid in accordance with the Agreement for Work performed through the date of termination, amendment, or suspension of payments. In no event shall the District be liable for any special, consequential, indirect or incidental damages, including but not limited to lost profits arising out of or in connection with any termination, amendment or suspension of payments pursuant to this Section.

IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE DULY EXECUTED.

-CONTRACTOR-

SMART SPARROW, LLC.

BY ____________________________

TITLE __________________________

Dated __________________________

-DISTRICT-

PASADENA AREA COMMUNITY COLLEGE DISTRICT

BY ____________________________

Dr. Richard S. Storti, Ed.D.
Assistant Superintendent/Vice President
Business and Administrative Services

Dated 11-7-16

Page 8 of 8

Agreement No. B170094
Requirement Analysis and Proposed Statement of Work

Distance Learning Proposal

Prepared for:
Pasadena City College

Doc version: 9.0

Smart Sparrow Contact
Director of Academic Communities: Dena Mapes

Pasadena City College Contact
Executive Sponsors: Susan Roig, Associate Dean Distance Education

Last Update: 10 June 2016
Executive Summary

The Pasadena City College (PCC) Distance Education Program is dedicated to educational excellence and innovation that encourages, supports, and facilitates online success, strategic objectives, degree completion, and revenue enhancement.

Distance education courses support Pasadena City College's mission to increase learning outcomes and expand the College's instructional outreach to the community. By offering courses which utilize the latest technology in electronic delivery methods, students have access to a greater array of opportunities for learning through individualized, learner-centered instruction and more options for accessibility of course content. PCC offers a variety of distance education courses that can be completed partially or totally online using the Canvas Learning Management System (LMS).

Smart Sparrow is inspired by Pasadena City College's drive to incorporate next generation courseware and is honored to show how we might help PCC achieve its mission to increase learning outcomes while innovating using next generation courseware. The purpose of this document is to provide an outline of Smart Sparrow and PCC might work together to create and develop adaptive and interactive lessons and courseware.

PCC’s Goals

1. Utilize adaptive learning to improve student learning outcomes and increase student engagement
2. Development of new courseware will enable textbook replacement for courses; new fully online programs offered without textbooks
3. Help PCC with the effective and scaled use of cutting-edge personalised and adaptive learning technology
4. Transform the learning experience in more engaging and personalised ways, through the power and creation of Rich, Interactive and Adaptive courseware.
5. Help build distance learning capacity for Pasadena City College

Requirements

Pasadena Community College is looking to develop several fully online programs, specifically within the Anesthesia Technician and Gerontology fields. PCC and Smart Sparrow would work together to develop between four to six fully online courses for each of these two programs. If the new courseware developed by Smart Sparrow for Pasadena City College meets PCC's
requirements and needs for next generation courseware, Outlined below are requirements as are currently understood.

Pedagogical
1. Formative assessment techniques can be used to scaffold student knowledge and provide the basis for content delivered adaptively
2. Data analytics will be used to monitor student engagement as well as improve the content delivery over time
3. Depending upon the content topics, a ‘project’ or interactive experience could be threaded throughout the lessons
4. Some aspects of the course will use existing content and materials within Canvas in addition to the courseware that Smart Sparrow will create for Pasadena City College.
5. Courses
   Gerontology
   a. Gerontology is concerned with the study and application of knowledge about the physical, social and economic conditions of older people. The program prepares students for careers in the field of aging. Graduates from this program can expect to find career placements in county councils on aging, social services agencies, housing authorities, long-term care, recreation facilities, and many other public and private agencies.
      i. Deployed Spring, 2017
      ii. 16 week lessons, 48 hours of instruction, 3.0 credit hours
      iii. 18 units are required for certificate program completion
      iv. Overarching learning outcome: understanding the gerontology community
      v. PCC has content for lessons including powerpoint presentations and videos
      vi. Having adaptivity and interactivity is key
      vii. PCC would like to include formative assessments within lessons
   Program Outcomes:
      1. Describe social/political perspectives, behavioral, and biological aspects of aging
      2. Describe the needs and challenges facing older adults
      3. Identify the later stages of the human lifecycle
      4. Describe the needs and challenges facing older adults
      5. Describe the increasing diversity among the older population and its social impact.
      6. Discuss the need to plan and prepare for an aging population
   Anesthesia Technician
   b. The Anesthesia Technician program prepares the student to be an integral member of the anesthesia patient care team. Emphasis is on fundamental and
advanced clinical procedures to assist licensed anesthesia providers in the acquisition, preparation, and application of various types of equipment required for the delivery of anesthesia care.

i. AT110 and AT112 Deployed Fall, 2017
ii. Certificate Courses 110, 112, 113, 118 to be developed first
iii. 16 week lessons, 48 hours of instruction, 3.0 credit hours
iv. PCC has content for lessons including powerpoint presentations
v. Smart Sparrow and PCC will work together to create some content and videos
vi. Having adaptivity and interactivity is key
vii. PCC would like to include formative assessments within lessons
viii. Program outcomes:

1. Apply theory and knowledge of social sciences in effective communication with anesthesia care providers in the delivery of patient care.
2. Apply theory and knowledge of chemistry and biology to assist the anesthesia provider in the selection and operation of appropriate anesthesia equipment for patient care.
3. Apply theory and concepts in pharmacology specific to anesthesia surgical procedure in preparation of patient care.
4. Apply theory and knowledge of basic anatomy/physiology, and pathophysiology in assisting the anesthesia provider in the development of patient care plans.

User Experience
1. A dynamic learning experience where students are fully engaged and motivated to learn
2. A fully online course taking text-heavy courseware and content and creating rich, interactive and adaptive learning
3. Small units of learning that are visually appealing where students can revisit multiple times creating an experience to replacement a required textbook.
4. The learning will be student centered tying learning outcomes and real life clinical and science skills

Technical
1. The lessons and courses need to be offered through a secure login and authentication scheme
2. Seamless integration with PCC's LMS, Canvas
Smart Sparrow (SPR) Capabilities

1. Smart Sparrow (SPR) is a learning design platform that enables the creation of rich interactive and adaptive courseware. We specialize in crafting learning experiences at the forefront of education, delivering unique, engaging and award-winning courseware through our Learning Design Studio.

2. We will work with PCC to meet your specific vision and requirements, at the scale you need. This will include planning, designing and building new courses, transforming existing teaching material into new and more personalized online learning experiences and providing access in an easy to use environment. The entire course content lifecycle can be supported from consulting to development to testing and analysis.

3. Personalized and Interactive: Personalized feedback and pathways will ensure every student’s experience is individualized based on their level of competence and understanding of the content.

4. Core analytics will be used to not only see help you guide your student’s success but isolate their difficulties, and but to provide PCC with the information you need to improve your lessons over time.

Proposed Statement of Work

We propose a strong collaboration between Smart Sparrow and Pasadena City College. Pasadena City College will provide the subject matter expertise. The SME’s will select and define the content, preferred sequencing and learning objectives. The SME’s will provide the practical teaching experience to assist in defining the adaptive feedback and pathways to insure the courses and lessons provide a personalized experience.

Smart Sparrow will provide the pedagogical design, user experience, expression of existing content, assessment instruments and analytics for the courses. Smart Sparrow will work with PCC to create courseware centered around the required learning outcomes. Smart Sparrow will provide the training to teach and advise faculty and campus support organizations to best deploy the new content and the project management guidance to insure the project is successful.

Specifically, Smart Sparrow will provide

a. Learning Designs for each lesson/course, mapping out each module’s specific instructional direction. This will be delivered in ‘storyboard’ format, detailing pathways, feedback, media, and design.

b. Share best practices with subject matter experts to support the adaptive framework.
c. Regularly scheduled Project Management check-ins and reports detailing progress, completion, and risks throughout the course of the work cycle.

Capacity Building
One long-term goal of Pasadena City College is to support Distance Learning support staff (instructional designers, developers etc.) to become experts in the development and deployment of rich, interactive and adaptive courseware. A range of capacity-building initiatives can be delivered alongside the exemplar courseware projects, including workshops (on-campus and virtual) and competency-based training to ensure PCC’s faculty have the required knowledge, skills and resources to be proficient in next-generation courseware development, deployment and enhancement.

Lesson Testing and Deployment
Once your adaptive courses/lessons are developed, we will test them to make sure they are bug-free and working as expected. During lesson deployment, the Smart Sparrow team will provide technical and deployment support to ensure students have the smoothest possible learning experience.

Learning Analytics, Reporting & Consulting
Smart Sparrow has strong capabilities in the area of learning analytics, reporting and consulting. We have performed multiple learning analytics engagements demonstrating the effectiveness of learner data in improving learning outcomes, e.g., analysis that calculates mastery and student dropout predictions. In-built Smart Sparrow analytics are able to determine students at risk of falling behind or having difficulty with the content. Our consulting skills can extend, customise or integrate these analytics in response to customer business needs. Customized notifications can also be generated in order to offer personalised support with the overall aim of boosting retention rates.

Engagement Process
Our typical engagement process is as follows:
1. Brief - gain detailed client brief including receiving any existing learning materials
2. Collaborate - work together to refine the lesson plans and storyboard
3. Lesson Prototype - a draft version of the lesson and simulation (if relevant)
4. Iteration - improvements based on client feedback
5. Final Lesson Handover - deliver the final version of the lesson
6. Launch - assist client during lesson activation and launch to learners
7. Support - provide ongoing support to ensure instructors and learners have the best experience possible.
SME Involvement in the Engagement Process

Inserted below is the visualization of development process and Subject Matter Expert (SME) involvement to develop next generation courseware.

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Project Investment

The following option is based upon the current defined criteria and the information that we know at this time. This statement and pricing are meant to guide the plan and we suspect will require further refinement and detailed discussion.

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Commercial in Confidence
### Learning Studio Design (LDS), Full Course Development

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<th>Item</th>
<th>Quantity</th>
<th>Standard LDS Cost</th>
<th>PCC (discounted) Cost</th>
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<td>Course development Includes:</td>
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<td>• 6 months of weekly/bi-monthly production updates (this covers pilot and pre-pilot efforts)</td>
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<td>• Monthly Reports</td>
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<td>Training</td>
<td>Various trainings and workshops for faculty members, either in person or virtual:</td>
<td>$5,000</td>
<td>$2,500</td>
</tr>
<tr>
<td></td>
<td>• Design Thinking</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>• Adaptive Planning</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>• Author training</td>
<td></td>
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<tr>
<td></td>
<td>• Adaptive Course teaching</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>• Deployment</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>• Data Analysis</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Platform Access Fees

<table>
<thead>
<tr>
<th>Item</th>
<th>Provisions / Description</th>
<th>Standard Cost</th>
<th>PCC (discounted) Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>12-Month Student Access Fees</td>
<td>Student Access</td>
<td>$15 per student</td>
<td>$10 per student</td>
</tr>
<tr>
<td></td>
<td>• Unlimited instructor access</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Unlimited lessons deployed</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12-Month Unlimited Platform License</td>
<td>Pasadena City College Enterprise Platform Access</td>
<td>$25,000</td>
<td>$15,000#</td>
</tr>
<tr>
<td></td>
<td>Unlimited unique students (up to</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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*Commercial in Confidence*
<table>
<thead>
<tr>
<th>2,000 students</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>• Unlimited instructor access</td>
<td></td>
</tr>
<tr>
<td>• Unlimited lessons deployed</td>
<td></td>
</tr>
</tbody>
</table>

*Annual student access fees subject to an annual increase of 4% on renewal.*

Travel & Expenses

All reasonable Travel and Expenses associated with delivery of the Project shall be on-charged at cost. Expenses over $100 shall be agreed in advance.

Project/Engagement Timeline

1. The development timeline would begin in August, 2016
2. Gerontology development schedule (6 in total):
   - a. 2 courses launched, August, 2017
   - b. 2 courses launched, January, 2018
   - c. 2 courses launched, June, 2018
3. Anesthesia Technician development schedule (6 in total):
   - a. 2 certification program courses launched, August, 2017
   - b. 2 certification program courses launched, January, 2018
   - c. 2 degree courses launched, June, 2018
Inspark Scaling Grant RFP Narrative

Please complete the questions below detailing the institution's capacity and interest in the program and send to david.schonstein@inspark.education by June 13, 2016.

Institution Name
Pasadena City College
1570 E. Colorado Blvd
Pasadena, CA 91106-2003

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1) Institution Profile
Each semester PCC serves over 30,000 students, including international students from over 90 different countries. Our academic programs encompass a variety of degrees, transfer programs, certificates of achievement, and occupational skills certificates Academic programs: 60 program areas, Career and Technical programs: 76 program areas, Lifelong learning programs: 30 program areas all with day, evening and weekend classes fully accredited by the Western Association of Schools and Colleges. PCC is one of California’s 112 community colleges in 72 districts, which have a total enrollment of 2.6 million students, the largest higher education system in the world. Credit/Non-credit course sections offered 2,639 credit/232 noncredit with an enrollment of 25,319 credit students and 3,008 noncredit students. The student ethnic make-up of PCC is 43.2% Hispanic, 0.1% Native American, 26.8% Asian or Pacific Islander, 7.7% Decline to state, 9.5% White, 8.8% Two or more, 3.9% Black; 51.2% Female and 48.3% Male. Pasadena Area Community College District, established in 1966, is located in the West San Gabriel Valley of Los Angeles
County, district population — 403,596. District Communities are Altadena, Arcadia, La Cañada Flintridge, Pasadena, San Marino, Sierra Madre, South Pasadena, and Temple City; portions of El Monte and Rosemead serving District Public High Schools Arcadia, Arroyo, Blair, John Muir, La Cañada, Marshall, Fundamental, Pasadena, Rose City, Rosemead, San Marino, South Pasadena, and Temple City. The mission of Pasadena City College is to provide a high quality, academically robust learning environment that encourages, supports and facilitates student learning and success. The College provides an academically rigorous and comprehensive curriculum for students pursuing educational and career goals as well as learning opportunities designed for individual development. The College is committed to providing access to higher education for members of the diverse communities within the District service area and to offering courses, programs, and other activities to enhance the economic conditions and the quality of life in these communities.

2) **Interest**

PCC is moving toward redesign of currently running ITV courses to Large Group courses for increased student success and increase retention. PCC can see that adaptive learning can break the “iron triangle” of cost, access, and quality, by substituting technology for labor and conversely allowing best in class pedagogy and analytics to improve the quality of education. Some of this may be overstated and overblown, as the up-front investment for adaptive technology can be a large investment, especially given the long term payoff is still largely unproven. With that said, however, adaptive does promise to significantly innovate teaching and learning in remarkable ways, and may indeed prove to be the next generation solution PCC would benefit greatly from adopting.

3) **Capacity**

Most courses purposed are ready for hybrid/online delivery. Those that are not will go the curriculum review through the next year for hybrid/online delivery. There is support for development from various area of the PPC community. Distance Education will be funding portions of the courses, we also initiating the process with science, stem courses that add to the GE pathway beginning as face to face courses (flipping classroom) leading to when approved to hybrid then possibly fully online. Technology budget and overall infrastructure is critical for this kind of technology, keeping in mind that implementation can be costly and hard to maintain over time and is often difficult without the proper diagnostics to guide the process, that is why we are looking to third party provider, and requires careful planning in the earliest stages of adoption. Tech tool hopefully will attract additional attention of faculty and administrators.

4) **Evaluation**

The college strives to achieve institutional effectiveness in all areas through program review, accreditation, planning, research, resource allocation and effective policies and procedures. The Office of Institutional Effectiveness (OIE) coordinates the internal and external data reporting, college Policies and Administrative Procedures, research activities, data inquiries, campus
surveys, and the dissemination of reports and data analysis that inform college-wide decision-making.

The diagram below illustrates the cyclical interaction between strategic planning, program review, institutional effectiveness, resource allocation, and accreditation. All of which are informed by the Educational Master Plan in order to achieve the mission of the college.

Please find at http://www.pasadena.edu/IPRO/research/researchfindings.cfm a brief summary of recent research, survey, or other information of interest to the campus. The following are issues produced by the Office of Institutional Effectiveness (formerly IPRO). Below you will find a short description of the Finding and a link to the full PDF version.

5) Planned Courses
For what course(s) do you plan to use the courseware? Provide a preliminary estimate of the number of students who would enroll in the courses.

<table>
<thead>
<tr>
<th>Course Name</th>
<th>Term</th>
<th>Estimated student enrollment</th>
</tr>
</thead>
<tbody>
<tr>
<td>ASTR 012 - DESCRIPTIVE INTRODUCTION</td>
<td>Fall 2016</td>
<td>100 one section LGI course</td>
</tr>
<tr>
<td>TO ASTRONOMY</td>
<td>Fall 2017</td>
<td>16 – 20 sections of 30 students each</td>
</tr>
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<td>--------------</td>
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</tr>
<tr>
<td>ANAT 025 - GENERAL HUMAN ANATOMY</td>
<td>Fall 2017</td>
<td>16 – 20 sections of 30 students each</td>
</tr>
<tr>
<td>BIOL 011 - GENERAL BIOLOGY</td>
<td>Fall 2017</td>
<td>16 – 20 sections of 30 students each</td>
</tr>
<tr>
<td>Physiology 002A/002B and Physiology 001, and</td>
<td>Fall 2017</td>
<td>16 – 20 sections of 30 students each</td>
</tr>
<tr>
<td>Chemistry 002A</td>
<td>Begin work Summer 2106</td>
<td>16 – 20 sections of 30 students each</td>
</tr>
</tbody>
</table>

5) Implementation and Scaling
The intent is to create two programs one certificate program Gerontology and the second initial development of corticated leading to full AS degree. The creation of these program will include GE courses that will included needed GE courses leading to full GE pathway

- Gerontology Certificate Fall 2017
  - GERO 001 INTRODUCTION TO GERONTOLOGY
  - GERO 022 DIRECTED STUDIES IN GERONTOLOGY
  - GERO 140 APPLIED HEALTH CARE MANAGEMENT IN GERONTOLOGY
  - HUM 002 HUMANITIES, SCIENCE AND TECHNOLOGY
  - SOC 022 SOCIOLOGY OF AGING
  - PSYC 022 DEVELOPMENTAL PSYCHOLOGY: THE ADULT

- Anesthesia Tech Certificate then AS full degree
  - GE Courses – Speech 010, Physiology 002A/002B or Anatomy 025 and Physiology 001, English 001A, and Chemistry 002A
  - On hold until accreditation verified will need - PROFESSIONAL ASPECTS OF ANESTHESIA TECHNOLOGY
  - AT 111 - BASIC PRINCIPLES OF ANESTHESIA TECHNOLOGY
  - AT 112 - ADVANCED PRINCIPLES OF ANESTHESIA TECHNOLOGY
  - AT 113 - ANESTHESIA PHARMACOLOGY
  - AT 114 - BASIC ANESTHESIA EQUIPMENT - THEORY AND LAB
6) Additional Resources (optional)
We have full Canvas license and staff that can assist with reaching out and facilitation with Faculty. We have an administration that is supportive of facilitation of courses to increase student success and retention. We also may have additional funding from various groups across campus that support process that leads to an equitable access of information for all students.