



Cloquet Public Schools Regular Meeting

Monday, March 18, 2024 at 6:00 PM
Garfield Board Room
302 14th Street
Cloquet, MN 55720
302 - 14th Street, Cloquet, MN

5:30 pm Working Session
Science Fair Presentations and Working Session
CESO Evaluation Presentation
6:00 pm Regular Meeting

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c. 5.5 hrs./day Paraprofessional at Washington Elementary (Kay Gerlach)	
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3. April 6-12, 2024 - Week of the Young Child	
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3:00 p.m. Committee of the Whole Meeting	
5:30 p.m. Working Session	
- Early Childhood Family Education	
6:00 p.m. Regular Meeting	
5. Friday, April 12, 2024 - Special Board Meeting - 10:30 am - Boardroom	
6. Thursday, April 18, 2024, AFSCME Para/AIE/Nurse/COTA Negotiation Meeting - 3:45 p.m. - Boardroom	
7. April 22-26, 2024 - 50 Years of Early Childhood Family Education Celebration	
XIV. Adjournment	

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- Science Fair Presentations
- CESO Evaluation Presentation

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IV. Consider Approval of School Board Minutes

1. February 26, 2024 School Board Meeting Minutes

V. Open Forum and Reception of Delegations, Petitions, and Communications

1. Building and Department Reports

VI. Claims, Hand Checks, Treasurer's Reports, Investment Reports, Wire Transfers

1. Claims, March 13, 2024
2. Hand Checks, February 26 & 29, March 8, 2024
3. Treasurer's Report, November & December 2023
4. Investments Report, November & December 2023
5. Wire Transfers, February 20 & 29, March 6, 2024

VII. Consent Items

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- b. 6.75 hrs./day Technology Paraprofessional at CMS/CHS (Michelle Rouse)
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VIII. School Board Committee Report

1. Student Enrollment Report as of March 13, 2024
2. District Health, Safety and Crisis Team Meeting Summary - March 5, 2024
3. District Equity Committee Update - February 2024

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X. New Business

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7. Consider Approving the Updated Cloquet High School Graduation Requirement
8. Consider Approving the Joint Powers Agreement with MDE for Culturally Responsive Arts Education (CRAE) Residency Programs at Cloquet Middle and High School

XI. Superintendent's Report

1. Budget
2. Facility Use Policy
3. Negotiations

XII. For Your Information

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3. RipSaw Robotics Update
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XIV. Adjournment

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February 26, 2024

Board Chair N. Sandman called the working session to order at 5:00 p.m.

Topics discussed:

Dr. Cary gave an update on IT negotiations, and ice arena lease. He reviewed topics on the agenda including the Ipad lease for elementary schools, and technology upgrade of the boardroom. K. Scarbrough brought forth a document regarding a code of conduct policy and had questions on student identification. C. Nelis, Business Manager, reviewed 2024-2025 budget projections. There being nothing further to discuss, Board Chair N. Sandman adjourned the meeting at 5:59 p.m.

February 12, 2024

The Regular Meeting of the School Board of Independent School District No. 94, in the City of Cloquet on February 26, 2024, was called to order by Board Chair Nate Sandman at 6:00 p.m.

Roll Call – The following members were present on roll call:

- Sarah Buhs
- David Battaglia
- Melissa Juntunen
- Nate Sandman
- Ken Scarbrough

Present in Person:

- Dr. Michael Cary, Superintendent
- Mary Marciniak, Exec. Asst. to the Superintendent
- Candace Nelis, Business Manager
- Brock Wilton, Director of Buildings and Grounds
- T.J. Smith, IT Director
- Ashlee Lennartson, EM-C Representative
- Bill Bauer, Technology Support Specialist
- Jana Peterson, Pine Knot Newspaper Rep.
- Macklin Caruso, Pine Journal Newspaper Rep.

Building principals, teacher representatives, AIE Director, Community Education Director, District Facilities & Grounds Director will be excused from attending Board meetings until further notice.

APPROVAL OF BOARD AGENDA

- RESOLVED by K. Scarbrough to approve the February 26, 2024, regular board agenda, as presented. D. Battaglia seconded the amended motion, and the resolution was approved by unanimous yeas vote of all members present on roll call.

APPROVAL OF MEETING MINUTES

- RESOLVED by N. Sandman to approve the February 12, 2024, Regular Meeting, and February 16, 2024, Special Meeting minutes, as presented. K. Scarbrough seconded the motion, and the resolution was approved by unanimous yeas vote of all members present on roll call.

OPEN FORUM AND RECEPTION OF DELEGATIONS, PETITIONS, AND COMMUNICATIONS

- Building and Department Reports were reviewed. T.J. Smith, IT Director, reviewed the technology report and purchases. B. Wilton, Building and Grounds Director, gave an update on the solar project and upcoming middle school remodel. C. Nelis stating she is working with Ehlers for bonds for LTFM projects. A. Lennartson, EM-C Representative, thanked Gary “Hawk” Huard for reading to students at Churchill during “I Love To Read Month”.

CONSIDER APPROVAL OF CLAIMS AND WIRES

- RESOLVED K. Scarbrough to approve Claims, February 21, 2024; Hand Checks, February 16, 2024; Wire Transfers, December 15, 2023, January 8, 2024, February 1 & 15, 2024, Food Service Reports – January 2024, as presented. D. Battaglia seconded the motion, and the resolution was approved by unanimous yeas vote of all members present on roll call.

CONSENT ITEMS

- RESOLVED by N. Sandman to approve the Consent Items, as presented.

1. Terminations:

- a. LuCinda Barnes, 4.5 hrs./day Paraprofessional at NLA, effective February 20, 2024

2. Resignations:

- a. Rylee Martin, English Teacher on leave of absence from CAAEP, February 21, 2024 (not returning from leave)

- b. Mark Cooper, 6.5 hrs./day Paraprofessional, effective February 27, 2024
- c. Tim Stark, Nordic Ski Head Coach

3. Recommendation of Employment:

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY**</u>	<u>START DATE</u>
a. Claire Nielsen	1.0 FTE LT Substitute Math Teacher at CHS	BA 1 after 30	Approx 4/29/24

4. Extra Service Contracts:

a. Michelle Wick	6 th Period Stipend	\$2,612.00
b. Anita Johnson	Spring Play Helper	\$700.00
c. Brian Stevenson	Activity Paid Hockey Coach	\$3000.00
d. Megan Reed	Destination Imagination Coach	\$554.00
e. Shelly Markfort	Destination Imagination Coach	\$554.00
f. Nicole Whittet	Destination Imagination Coach	\$554.00
g. Becca Boss	Destination Imagination Coach	\$554.00
h. Annette Bringe-Wick	Destination Imagination Coach	\$187.67*
i. Rachel Hanson	Destination Imagination Coach	\$187.67*
j. Gena Miller	Destination Imagination Coach	\$187.67*
k. Rachel Hill	Destination Imagination Coordinator	\$1,385.00

*Sharing duties and splitting DI Coach Salary

5. Permission to Post:

- a. 6.5 hrs./day EBD Paraprofessional with noon supervision and AM and PM busing at Cloquet Middle School
- b. 6.5 hrs./day CS Paraprofessional at Cloquet Middle School
- c. 4.5 hrs./day 1:1 Paraprofessional at NLA
- d. Nordic Ski Head Coach
- e. Targeted Service Summer Staffing
- f. 2024 Extended School Year (ESY) Staff

6. Staffing Adjustments:

- a. Annette Smedshammer from 6.5 hrs./day CS Para to 6.75 hrs./day Tech Aide at CMS effective March 15, 2024, earlier if replacement can be found

7. Other:

- a. Cancel district credit card for Superintendent Dr. Michael Cary
- S. Buhs seconded the motion, and the resolution was approved by unanimous yea vote of all members present on roll call.

SCHOOL BOARD COMMITTEE REPORTS

- N. Sandman reported on two (2) closed sessions:
 - February 12, 2024, mid-year evaluation of Superintendent Dr. Michael Cary
 - February 16, 2024, allegations against an employee.
- Student Enrollment Report as of February 21, 2024

AGENDA ADDENDUMS

- None were presented.

NEW BUSINESS

- RESOLVED by M. Juntunen to approve the Annual Compliance Documentation with the American Indian Parent Advisory Committee (AIPAC), as presented. N. Sandman seconded the motion, and the resolution was approved by unanimous yea vote of all members present on roll call.
- RESOLVED by S. Buhs to approve the purchase and 5-year Lease with Vantage Financial for 800 Ipad for the elementary schools for the 2024-2025 School Year. D. Battaglia seconded the motion, and the resolution was approved by unanimous yea vote of all members present on roll call.
- RESOLVED by K. Scarbrough to approve the boardroom technology upgrade project with Aufderworld Corporation, as presented. N. Sandman seconded the motion, and the resolution was approved by unanimous yea vote of all members present on roll call.

- RESOLVED by K. Scarbrough to approve the 2023-2024 Revised Budget, as presented. D. Battaglia seconded the motion, and the resolution was approved by unanimous yea vote of all members present on roll call.
- RESOLVED by K. Scarbrough to approve the 2024-2025 NLSEC Membership Renewal Contract and Member Bylaws, as presented. S. Buhs seconded the motion, and the resolution was approved by unanimous yea vote of all members present on roll call.
- RESOLVED by N. Sandman to approve the resolution accepting a donation from Moose Lodge #1274 for the Cloquet Pep Squad, as presented. K. Scarbrough seconded the motion, and the resolution was approved by unanimous yea vote of all members present on roll call.

SUPERINTENDENT'S REPORT

- Dr. Cary covered most topics in the working session. He reviewed the process being used for long-range budget planning, he mentioned the science fair students would present at the next meeting and a discussion was held about transportation issues.

FOR YOUR INFORMATION

- 2024 NE and American Indian Science and Engineering Fair Awards

UPCOMING MEETINGS/EVENTS

- February 2024 - School Board Appreciation Month - Thank you!
- March - Youth Art Month
- March 4-8, 2024 School Social Worker Appreciation Week
- Monday, March 4, 2024 - Curriculum Committee Meeting - 4 p.m. - Boardroom
- Tuesday, March 5, 2024 - District Health, Safety and Crisis Team Meeting - 3:45 p.m.- Boardroom
- Tuesday, March 12, 2024 - DAC Meeting - 4 p.m. - Boardroom
- Monday, March 18, 2024 - 5:30 p.m. Science Fair Presentations/Working Session, 6:00 p.m. Regular Board Meeting
- Tuesday, March 19, 2024 - Technology Committee Meeting - 3:45 p.m. - CHS Conference Room
- Wednesday, March 20, 2024 - Equity Committee Meeting - 3:45 p.m. - Washington Elementary

ADJOURNMENT

There being nothing further to discuss, Board Chair N. Sandman adjourned the meeting at 6:35 p.m.

ATTEST:

Clerk of the School Board

Chair of the School Board

Mar 11, 2024

To: Dr. Michael Cary, Superintendent & Cloquet School Board Members
 From: Steve Battaglia, Principal
 RE: SPDG Annual Update

As a recipient of the State Personnel Development Grant (SPDG), we are required to update our school board annually. This grant allocates up to \$200,000 per year to work with our American Indian students who receive special education services. We have at least one more year (2024-2025) of funding available to continue this work. We currently have two social workers, Katie Danielson and Joe Backus, working on this grant. Our goals are to increase academic performance (graduation rates) by decreasing class absences and suspensions/behavior referrals. Below is the current data for the 2023-2024 school year.

Program Overview

Students Enrolled



Total Schools



Total Mentors



Average Caseload



Average Weekly Minutes [?]



Program Impact

Decrease in Absences [?]



Decrease in Suspensions [?]



Cloquet Public Schools Annual ZIIGWAN Powwow

Saturday April 27, 2024

Cloquet Middle School • 2001 Washington Avenue

MC - Frank Goodwin

SPECIALS

Arena Director - Brian Stillday Jr

Men's All Category - \$300

Host Drum - Cloquet Schools Drum

Women's All Category - \$300

Head Female Dancer - Lindsey Markwardt

Outgoing Princess Specials

Head Male Dancer - Jared Braveheart

Spot Dances \$25/\$15/\$10

Fond du Lac Honor Guard

Registration for drums and dancers will begin at noon. Payouts will be after second grand entry. This is a free community event to honor our students, program and schools. A special MIIGWECH to Cloquet Schools AIE staff and the JOM & LIEC Parent Committees!

Grand Entries at 1:00pm & 6:00pm

Feast at 4:00pm

If you are interested at being a non-food vendor for this event please contact Shirley Miner sminer@isd94.org or 218-878-3093.

Absolutely no smoking, alcohol or drugs permitted. Not responsible for accidents or lost items.

ALL Powwow Committee decisions are final.

Department Reports

Churchill Elementary:

Hello From Churchill,

The elementary buildings held their second-trimester conferences in late February and early March. Churchill's family conference attendance was 92% which is about normal for the second trimester conferences.

Kindergarten Round-Up took place Tuesday and Thursday, March 12th and 14th. Churchill is involved in a community service project Food Drive sponsored by our PIE group for the weeks of March 11th and

18th. Students will bring non-perishable items to support the local food shelf. Churchill PIE will hold its March meeting on March 19th. Churchill hosted a second-grade music program for families on Friday, March 8th. Student PBIS trimester rewards are taking place with the book vending machine (school-wide) and a classroom treat cart (classrooms) before spring break. Thank you to school board member Huard for reading to our Churchill students for the I Love to Read month.

Submitted by David Wangen, Churchill Elementary Principal

Washington Elementary:

We are busy as ever at Washington!

-Conferences were the last week in February and we averaged 92% of families attending!

-Safe and Strong lessons are taking place in all classrooms at Washington through the 13th of March

-Our Trimester Two All-School Reward was popcorn and a movie! Thank you to Premier Theater for donating the popcorn!!

-Kindergarten Round-Up is taking place at Washington on Thursday the 14th. We are so excited to get to meet some of our incoming students and their families!!

-Partners in Education (PIE) will be meeting on the 19th at 6:30pm in the Washington media center. All are welcome!

-Makoons Club wraps up on the 18th, and EXCEL reading and math groups wrap up on the 21st

-2nd graders will be showing off their musical talent at their program on March 21st at 6:30pm in the Washington gym. All are welcome!

Submitted by Robbi Mondati, Washington Elementary Principal

Cloquet Middle School:

Destination Imagination (DI) Teams by Rachel Hill:

All five of Cloquet's teams placed in the top four in their category!

[DI Celebration.pptx](#) has all the details!



- **2nd place team:** Team Scream with Ari, Milo Nellie, Ellie, Rowan, and Rei
- **3rd place team:** Lumberjacks with Claire, Luella, and Adeline
- **4th place team:** FDIer's with Sebastian, Benjamin, Mason, Jaxon, Jack and Damien
- **4th place team:** The Quest with Paige, Bristol, Finley, Kalli, Dominic, Jeremiah, and Allianna

DAPE program by Mike Doyle:

All 4 of the Cloquet High School and Cloquet Middle School Unified PE classes performed at the halftime show at the boys' basketball game versus Duluth East. They performed "Party in the USA"!



Thank you to our 27 Cloquet Unified Polar Plunge team members who jumped into Lake Nokomis last Friday and raised \$7,328 for Special Olympics Minnesota!



Science Fair Update by Cynthia Welsh:

Link for the NE MN Regional Science Fair Awards for the School Board.

<https://docs.google.com/presentation/d/1NKarIDEDL3IM8VXIQfZRuPNazMVfT4XRImQvdJQmlls/edit?usp=sharing>

Link for Pine Journal Article <https://www.pineknottnews.com/story/2024/02/16/happenings/award-winning-science/10726.html>

The CMS Scholastic Book Fair sold \$2,810.

Top 10 Titles Sold

1. Wings of Fire Winter Turning graphic novel #7
2. BSC: Claudia and the bad joke #15
3. DWK #18 No Brainer
4. FNAF graphic novel collection #4
5. Heroes
6. Summer I turned Pretty
7. No Such Thing as Perfect
8. Picture Day

9. Dragon Ball Super Vol 4

10. Freestyle

Field Trips coming up:

- 3.21.24 TRIO trip to St. Scholastica for 6th Grade
- 3.22.24 Science Fair State in St. Paul
- 4.19.24 Math Meet 5& 6th Grade
- 4.25.24 5& 6 Grade Fun Afternoon

Submitted by Thomas Brenner, Cloquet Middle School Principal

Cloquet High School:

- Winter sports have concluded – our girls basketball team finished as the Section 7AAA Runner-Up.
- Our First Robotics team competed well at the Duluth Regional – it appears that they will earn an at-large bid to the State Tournament in May.
- Spring sports start this week – it appears that we’ll be outside from the start...which is rare!
- MCA testing starts soon after we return from Spring Break.
- We’ll be administering the ACT test on April 23rd at CHS for all interested 11th grade students.
- Last week you received a memo I wrote regarding removing Probs/Stats as a 10th grade requirement and adding Personal Finance as a 12th grade requirement – the outcome of this decision will guide us as we move forward with budgeting and master scheduling for 24-25.
- I’ve included in the board packet an update on our State Personnel Development Grant (SPDG).

Submitted by Steve Battaglia, Cloquet High School Principal

Cloquet Area Alternative Education Programs:

The CAAEP crew is working hard on getting all assignments in before spring break as this is when quarter 3 will end.

Dave Perry wrote a proposal for the National Restorative Justice conference in July in DC. His proposal, and less than 200 other proposals, were selective out of over 300 entries. With the boards blessing, we will be sending 2 student ambassadors and 2 staff to DC to present to the national convention. We are currently putting together a cost analysis and researching funding opportunities via local and state means.

The principal will be retiring June 30th and has sent her letter to the board so that the hiring committee can get started in the search of a the new principal.

We are all looking forward to spring break and hope that the board gets to enjoy spring break as well.

Submitted by Connie Hyde, CAAEP Principal

Community Education

Upcoming Community Ed events:

Our 3rd Annual Skate with the Easter Bunny will be on Saturday, March 30, 11 am - 1 pm at the Northwoods Credit Union Arena. In addition to skating and photo ops with the bunny, we will have face painting, arts/crafts, DJ and games on the ice, concessions and prizes. Around 300 children, parents and grandparents attend this fun, free community event. Sponsors include the City of Cloquet, Walmart, and Super One. Pancake breakfast is at Carmen’s 8 - 11 am and is served by the Cloquet Track and Field Team before the event.

Our 1st annual School’s Out Party is scheduled for Thursday, June 6 from 11 am - 2 pm at Veterans Park. Rain location is CHS main gym. Activities will include inflatables, arts/crafts, face painting, and Sno Kones. This fun, free event is geared towards Carlton County elementary students. Sponsors include Boldt, Kwik Trip, and ULF.

Submitted by Erin Bates, Community Education Director

Business Department:

We just wrapped up the back pay for all staff that had settled contracts and the “Me-Too” provision in the district. We are currently working on the budget with the administration and will have those items for you next month. I am also working with Ehler’s on the Long-Term Facility Maintenance bonds that we will be selling in the spring and looking at our current debt structure to find out if there is a potential refunding opportunity.

Submitted by Candace Nelis, Business Manager

American Indian Education Department:

Greetings School Board Members,

The AIE Team at CHS hosted a senior meeting with guests from FDLTCC and the Minnesota Indian Scholarship Fund Office. Seniors were able to spend lunch learning about post-secondary opportunities along with funding available to them through different scholarships. Shirley made frybread taco’s and counselors provided support and answered questions about graduation. Many seniors from CAAEP joined in on the happenings. This is a great time to connect and celebrate their upcoming endeavors.

We are wrapping up our elementary afterschool program, Makoons Club, this month. 18 weeks of intentional cultural literacy has been delivered to participants, we will be closing out the last two weeks with a dance party this week and a family engagement bingo next week.

Compliance documents have been submitted to MDE, Office of Indian Education for SY23/24. Title VI Part 1 has been submitted and certified to the US Department of Education, OIE. FY24/25 Achievement & Integration budget is due March 15th. Next year is year 3 of 3 for A&I funding and we anticipate to qualify for another 3 years of funding based on our isolated district report.

The Cloquet Schools Ziigwan Powwow is scheduled for Saturday April 27th at the Cloquet Middle School. This is a community event to honor our students and program. Grand Entries are at 1 pm and 6pm with a free feast at 4:00pm. Stop in and check out the royalty contest, many vendors and enjoy a great celebration.

The Spring Regional AIE Workshop was attended with many valuable takeaways. Understanding Special Education and it’s role in American Indian Education was validated with Cultural Liaisons serving a crucial role in this process.

Submitted by Teresa Angell, American Indian Education

Building and Grounds

Brock Wilton, Building and Grounds Director, will be attending in person

Technology

T.J. Smith, Technology Director, will be attending in person

Cloquet Public Schools
Detail Payment Register By Check
Fund Summary

Fund	Description	Total
01	General	\$567,875.76
02	Food Services	\$75,654.12
03	Transportation	\$66,527.32
04	Community Services	\$13,514.52
05	Capital Expenditure	\$53,724.19
12	Activities	\$24,774.33
Report Total		\$802,070.24

Cloquet Public Schools Check Register by Bank and Check

Batch	Co	Bank	Pymt No	Check No	Pay Type	Grp	Code	Rcd	Vendor	Print	Recon	Void	Currency	Pmt/Void Date	Amount
0094		2	103120	23095	Check	1	3819		3D CONSTRUCTION	Yes	No	No	USD	03/19/2024	1,460.00
			103077	23096	Check	1	11177		AAKRE CARTER	Yes	No	No	USD	03/19/2024	73.00
			103150	23097	Check	1	6390		ACHESON, JANE	Yes	No	No	USD	03/19/2024	227.76
			103034	23098	Check	1	00350		ACTIVITY FUND-MIDDLE SCHOOL	Yes	No	No	USD	03/19/2024	55.00
			103035	23099	Check	1	00400		ACTIVITY FUND-SENIOR HIGH	Yes	No	No	USD	03/19/2024	42.50
			103036	23100	Check	1	00570		AG O'BRIEN COMPANY	Yes	No	No	USD	03/19/2024	1,100.00
			103157	23101	Check	1	7142		ANDERSON, LISA	Yes	No	No	USD	03/19/2024	320.00
			103085	23102	Check	1	11185		ANGELL AMANDA	Yes	No	No	USD	03/19/2024	1,000.00
			103183	23103	Check	1	8863		ANGELL, TERESA	Yes	No	No	USD	03/19/2024	60.00
			103039	23104	Check	1	1006		ARROWHEAD SPRINGS	Yes	No	No	USD	03/19/2024	364.50
			103063	23105	Check	1	10935		ARROWHEAD WATER	Yes	No	No	USD	03/19/2024	175.45
			103204	23106	Check	1	9514		ARS	Yes	No	No	USD	03/19/2024	8,100.00
			103078	23107	Check	1	11178		BACKUS JOSEPH	Yes	No	No	USD	03/19/2024	268.61
			103038	23108	Check	1	10004		BAILEY KATHLEEN	Yes	No	No	USD	03/19/2024	140.00
			103176	23109	Check	1	8609		BALOW, JORDAN J	Yes	No	No	USD	03/19/2024	62.00
			103172	23110	Check	1	8268		BATES, ERIN	Yes	No	No	USD	03/19/2024	232.86
			103151	23111	Check	1	6414		BATTAGLIA, STEVE	Yes	No	No	USD	03/19/2024	186.20
			103195	23112	Check	1	9295		BENSON, WENDY IRENE	Yes	No	No	USD	03/19/2024	258.75
			103037	23113	Check	1	05105		BERNICKS VENDING	Yes	No	No	USD	03/19/2024	1,727.72
			103192	23114	Check	1	9274		BIG FROG CUSTOM T-SHIRTS & MOF	Yes	No	No	USD	03/19/2024	702.81
			103205	23115	Check	1	9540		BIRMAN, LAURA	Yes	No	No	USD	03/19/2024	316.91
			103094	23116	Check	1	14850		BLICK ART MATERIALS	Yes	No	No	USD	03/19/2024	81.06
			103207	23117	Check	1	9548		BRENNER MARK	Yes	No	No	USD	03/19/2024	35.00
			103194	23118	Check	1	9285		BRENNER, MICHELLE MARIE	Yes	No	No	USD	03/19/2024	258.75
			103106	23119	Check	1	2583		BROOKES PUBLISHING	Yes	No	No	USD	03/19/2024	29.95
			103058	23120	Check	1	10865		CARD RHONDA	Yes	No	No	USD	03/19/2024	435.83
			103052	23121	Check	1	10780		CARLSON LEAH	Yes	No	No	USD	03/19/2024	37.42
			103074	23122	Check	1	11139		CESO	Yes	No	No	USD	03/19/2024	8,925.00
			103072	23123	Check	1	11103		CICH ELINOR	Yes	No	No	USD	03/19/2024	51.78
			103140	23124	Check	1	55545		CINTAS CORPORATION LOCATION 2	Yes	No	No	USD	03/19/2024	528.27
			103057	23125	Check	1	10835		CITY LAUNDERING CO	Yes	No	No	USD	03/19/2024	154.19
			103044	23126	Check	1	10401		CITY OF CLOQUET	Yes	No	No	USD	03/19/2024	8,495.78
			103065	23127	Check	1	11006		CLOQUET SANITARY	Yes	No	No	USD	03/19/2024	6,253.29
			103068	23128	Check	1	11051		CLOQUET TRANSIT CO	Yes	No	No	USD	03/19/2024	56,843.12
			103182	23129	Check	1	8797		COHEN, MICHAEL	Yes	No	No	USD	03/19/2024	798.44
			103086	23130	Check	1	11550		COMMUNITY PRINTING	Yes	No	No	USD	03/19/2024	1,374.80
			103087	23131	Check	1	11620		COMPENSATION CONSULTANTS, LTI	Yes	No	No	USD	03/19/2024	1,876.00
			103084	23132	Check	1	11184		CPR TEAM ADELA	Yes	No	No	USD	03/19/2024	196.00
			103158	23133	Check	1	7288		DANIELSON, DANIEL J	Yes	No	No	USD	03/19/2024	27.84
			103092	23134	Check	1	14301		DEMCO INC	Yes	No	No	USD	03/19/2024	934.35
			103148	23135	Check	1	6287		DENMAN, ALAN	Yes	No	No	USD	03/19/2024	252.30

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Batch	Co	Bank	Pymt No	Check No	Pay Type	Grp	Code	Rcd	Vendor	Print	Recon	Void	Currency	Pmt/Void Date	Amount
0094		2	103138	23136	Check	1	5509		DOHNANSKY, ELIZABETH	Yes	No	No	USD	03/19/2024	60.00
			103118	23137	Check	1	3461		DOUCETTES PARTY & TENT RENTAL	Yes	No	No	USD	03/19/2024	3,477.23
			103149	23138	Check	1	6347		EDUCATORS BENEFIT CONSULTANT	Yes	No	No	USD	03/19/2024	276.77
			103186	23139	Check	1	9062		ERICKSON, MATTHEW	Yes	No	No	USD	03/19/2024	117.00
			103169	23140	Check	1	8229		ESSE, DAVID	Yes	No	No	USD	03/19/2024	147.40
			103098	23141	Check	1	19740		FOND DU LAC OJIBWAY SCHOOL	Yes	No	No	USD	03/19/2024	361,694.99
			103121	23142	Check	1	3900		FRABONIS	Yes	No	No	USD	03/19/2024	727.90
			103218	23143	Check	1	9833		GAGNER JENNIFER	Yes	No	No	USD	03/19/2024	68.66
			103041	23144	Check	1	10240		GENERAL PARTS LLC	Yes	No	No	USD	03/19/2024	1,890.64
			103209	23145	Check	1	9576		GIBSON BRETT	Yes	No	No	USD	03/19/2024	210.00
			103185	23146	Check	1	9009		GILBERT, SYDNEY	Yes	No	No	USD	03/19/2024	462.97
			103166	23147	Check	1	8095		GILBERTSON, KYLE	Yes	No	No	USD	03/19/2024	117.00
			103090	23148	Check	1	1314		GODNAI, JASON	Yes	No	No	USD	03/19/2024	17.76
			103197	23149	Check	1	9383		GORNICK-HEEHN, CORINNE	Yes	No	No	USD	03/19/2024	94.92
			103124	23150	Check	1	4250		GRAINGER	Yes	No	No	USD	03/19/2024	228.42
			103088	23151	Check	1	12271		GREAT LAKES OFFICE SOLUTIONS I	Yes	No	No	USD	03/19/2024	5,803.81
			103060	23152	Check	1	10917		GYDESEN RACHEL	Yes	No	No	USD	03/19/2024	40.00
			103145	23153	Check	1	59450		HAGENS GLASS & PAINT	Yes	No	No	USD	03/19/2024	2,050.00
			103217	23154	Check	1	9830		HANSEN LAURA	Yes	No	No	USD	03/19/2024	42.06
			103153	23155	Check	1	6608		HANSON, RYAN	Yes	No	No	USD	03/19/2024	260.00
			103079	23156	Check	1	11179		HARWIG DAVE	Yes	No	No	USD	03/19/2024	400.00
			103147	23157	Check	1	6140		HILL RACHEL	Yes	No	No	USD	03/19/2024	184.86
			103142	23158	Check	1	5684		HILLYARD INC MINNEAPOLIS	Yes	No	No	USD	03/19/2024	9,456.07
			103196	23159	Check	1	9366		HOLTE-CHRISTENSON, RACHEL	Yes	No	No	USD	03/19/2024	17.95
			103146	23160	Check	1	5992		HORIZON COMMERCIAL POOL SUPP	Yes	No	No	USD	03/19/2024	2,152.12
			103053	23161	Check	1	10790		HUSETH KEVIN	Yes	No	No	USD	03/19/2024	367.32
			103189	23162	Check	1	9133		IMPACT SPORTS TRAINING INC	Yes	No	No	USD	03/19/2024	7,200.00
			103076	23163	Check	1	11172		IMSE	Yes	No	No	USD	03/19/2024	125.00
			103210	23164	Check	1	9712		IN STICHES EMBROIDERY CO	Yes	No	No	USD	03/19/2024	300.00
			103187	23165	Check	1	9072		INNOVATIVE OFFICE SOLUTIONS LL	Yes	No	No	USD	03/19/2024	242.57
			103062	23166	Check	1	1093		ISD #0094 FOOD SERVICE	Yes	No	No	USD	03/19/2024	3,000.89
			103101	23167	Check	1	2526		ISD #0094 - VAN	Yes	No	No	USD	03/19/2024	501.83
			103102	23168	Check	1	25420		ISD #0095 CROMWELL	Yes	No	No	USD	03/19/2024	3,250.83
			103103	23169	Check	1	25460		ISD #0099 ESKO PUBLIC SCHOOLS	Yes	No	No	USD	03/19/2024	8,133.09
			103104	23170	Check	1	25480		ISD #0100 WRENSHALL	Yes	No	No	USD	03/19/2024	886.95
			103095	23171	Check	1	1527		ISD #0381 LAKE SUPERIOR SCHOOL	Yes	No	No	USD	03/19/2024	9,353.03
			103108	23172	Check	1	2709		ISD #0577 WILLOW RIVER	Yes	No	No	USD	03/19/2024	3,170.09
			103105	23173	Check	1	25820		ISD #0700 HERMANTOWN	Yes	No	No	USD	03/19/2024	3,417.79
			103080	23174	Check	1	11180		JAMROCK CULTURAL RESTAURANT	Yes	No	No	USD	03/19/2024	250.00
			103040	23175	Check	1	10144		JAYTECH INC	Yes	No	No	USD	03/19/2024	1,447.76
			103126	23176	Check	1	4331		JAZDZEWSKI, JAMIE	Yes	No	No	USD	03/19/2024	16.93

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			103114	23178	Check	1	3036		JOHNSON, HEATHER	Yes	No	No	USD	03/19/2024	321.85
			103129	23179	Check	1	4792		JOSTEN'S	Yes	No	No	USD	03/19/2024	5,063.00
			103128	23180	Check	1	4672		JUNIOR LIBRARY GUILD	Yes	No	No	USD	03/19/2024	890.26
			103174	23181	Check	1	8418		KEMPS LLC	Yes	No	No	USD	03/19/2024	8,642.26
			103212	23182	Check	1	9755		KITTO JULIAN	Yes	No	No	USD	03/19/2024	300.00
			103180	23183	Check	1	8749		KNUTSEN, JESSICA	Yes	No	No	USD	03/19/2024	76.38
			103170	23184	Check	1	8234		KNUTSEN, STEVEN J	Yes	No	No	USD	03/19/2024	95.00
			103100	23185	Check	1	2076		KOLOGGE, JENNIFER	Yes	No	No	USD	03/19/2024	245.11
			103202	23186	Check	1	9511		KORBY, TYLER	Yes	No	No	USD	03/19/2024	760.08
			103112	23187	Check	1	29600		L & M SUPPLY	Yes	No	No	USD	03/19/2024	157.08
			103113	23188	Check	1	29895		LAKE SUPERIOR COLLEGE	Yes	No	No	USD	03/19/2024	24,031.74
			103115	23189	Check	1	30365		LCS COACHES INC	Yes	No	No	USD	03/19/2024	8,900.28
			103215	23190	Check	1	9792		LEAF	Yes	No	No	USD	03/19/2024	37.78
			103066	23191	Check	1	11019		LEXIA	Yes	No	No	USD	03/19/2024	1,900.00
			103208	23192	Check	1	9564		LIIMATAINEN NICHOLAS	Yes	No	No	USD	03/19/2024	62.00
			103213	23193	Check	1	9784		LINDAMOOD-BELL LEARNING PROC	Yes	No	No	USD	03/19/2024	2,560.25
			103119	23194	Check	1	3602		LINDE GAS & EQUIPMENT INC	Yes	No	No	USD	03/19/2024	368.13
			103168	23195	Check	1	8206		LIPINSKI, CRAIG	Yes	No	No	USD	03/19/2024	95.00
			103043	23196	Check	1	10378		LORENZ JODI	Yes	No	No	USD	03/19/2024	127.11
			103054	23197	Check	1	10798		LUMBERJACK DESIGN AND FABRIC/	Yes	No	No	USD	03/19/2024	40.00
			103067	23198	Check	1	11029		M&J LLC	Yes	No	No	USD	03/19/2024	1,325.00
			103199	23199	Check	1	9479		MARKWARDT, LINDSEY	Yes	No	No	USD	03/19/2024	26.07
			103073	23200	Check	1	11120		MARXHAUSEN JACOB	Yes	No	No	USD	03/19/2024	84.00
			103154	23201	Check	1	6675		MASC	Yes	No	No	USD	03/19/2024	220.00
			103179	23202	Check	1	8722		MCDONALD, JAMIE	Yes	No	No	USD	03/19/2024	398.78
			103165	23203	Check	1	8069		MCINERNEY, JENNIFER	Yes	No	No	USD	03/19/2024	100.00
			103045	23204	Check	1	10427		MCPMAHON CHRISTINA	Yes	No	No	USD	03/19/2024	96.22
			103117	23205	Check	1	34186		MENARDS	Yes	No	No	USD	03/19/2024	2,606.35
			103042	23206	Check	1	10246		MEYERS TONIA	Yes	No	No	USD	03/19/2024	29.38
			103097	23207	Check	1	1750		MICHAUD DISTRIBUTING	Yes	No	No	USD	03/19/2024	1,529.43
			103081	23208	Check	1	11181		MIDWEST GOLF CARS INC	Yes	No	No	USD	03/19/2024	4,500.00
			103050	23209	Check	1	10765		MINERS INCORPORATED	Yes	No	No	USD	03/19/2024	9,689.19
			103048	23210	Check	1	10672		MRI SOFTWARE LLC	Yes	No	No	USD	03/19/2024	68.00
			103181	23211	Check	1	8784		NELIS, CANDACE	Yes	No	No	USD	03/19/2024	123.28
			103096	23212	Check	1	1539		NIEMI, BRENDA	Yes	No	No	USD	03/19/2024	39.90
			103201	23213	Check	1	9494		NORTHERN LIGHTS SPECIAL EDUC/	Yes	No	No	USD	03/19/2024	122.00
			103122	23214	Check	1	41101		NORTHLAND AUTO PARTS	Yes	No	No	USD	03/19/2024	90.19
			103049	23215	Check	1	10686		NORTHLAND PIANO LLC	Yes	No	No	USD	03/19/2024	420.00
			103064	23216	Check	1	10998		OLSON LAURA	Yes	No	No	USD	03/19/2024	38.32
			103163	23217	Check	1	8024		O'NEILL, THOMAS ROBERT	Yes	No	No	USD	03/19/2024	190.00

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			103211	23219	Check	1	9740		PAITRICK KYRA	Yes	No	No	USD	03/19/2024	117.00
			103160	23220	Check	1	7771		PAMS LUNCHROOM LLC	Yes	No	No	USD	03/19/2024	87.04
			103091	23221	Check	1	1326		PAN O GOLD	Yes	No	No	USD	03/19/2024	1,529.43
			103089	23222	Check	1	1289		PARK AVE FITNESS	Yes	No	No	USD	03/19/2024	1,457.75
			103152	23223	Check	1	6501		PARK AVENUE THERAPIES	Yes	No	No	USD	03/19/2024	2,666.00
			103051	23224	Check	1	10778		PER MAR SECURITY SERVICES	Yes	No	No	USD	03/19/2024	323.65
			103164	23225	Check	1	8038		PERICH, GREGG	Yes	No	No	USD	03/19/2024	95.00
			103171	23226	Check	1	8248		PILON, MICHAEL	Yes	No	No	USD	03/19/2024	95.00
			103099	23227	Check	1	2037		PINE KNOT, LLC	Yes	No	No	USD	03/19/2024	286.68
			103219	23228	Check	1	9882		PMA ASSET MGMT	Yes	No	No	USD	03/19/2024	963.31
			103059	23229	Check	1	10884		POKORNOWSKI TIMOTHY	Yes	No	No	USD	03/19/2024	157.00
			103093	23230	Check	1	1453		POPPLERS	Yes	No	No	USD	03/19/2024	63.94
			103056	23231	Check	1	10830		PRING JILL	Yes	No	No	USD	03/19/2024	334.13
			103161	23232	Check	1	7967		PROSEN, SARA	Yes	No	No	USD	03/19/2024	234.44
			103130	23233	Check	1	4822		PROSEN, TIM	Yes	No	No	USD	03/19/2024	53.60
			103127	23234	Check	1	45540		QUILL CORPORATION	Yes	No	No	USD	03/19/2024	663.96
			103123	23235	Check	1	4115		RIESS, PAUL	Yes	No	No	USD	03/19/2024	332.13
			103046	23236	Check	1	10542		RNR YARDWORKS LLC	Yes	No	No	USD	03/19/2024	500.00
			103107	23237	Check	1	2611		ROEMHILDT, REGINA	Yes	No	No	USD	03/19/2024	60.00
			103162	23238	Check	1	8010		SALO, CODY	Yes	No	No	USD	03/19/2024	842.33
			103206	23239	Check	1	9545		SCHMITT DIRECTOR CENTER	Yes	No	No	USD	03/19/2024	63.56
			103131	23240	Check	1	48700		SCHMITT MUSIC COMPANY	Yes	No	No	USD	03/19/2024	184.37
			103047	23241	Check	1	10649		SCHMITZ MELISSA	Yes	No	No	USD	03/19/2024	15.25
			103133	23242	Check	1	48801		SCHOLASTIC BOOK CLUBS	Yes	No	No	USD	03/19/2024	308.58
			103132	23243	Check	1	48761		SCHOLASTIC BOOK FAIRS	Yes	No	No	USD	03/19/2024	929.06
			103156	23244	Check	1	7075		SCHOOL HEALTH CORPORATION	Yes	No	No	USD	03/19/2024	400.91
			103216	23245	Check	1	9805		SCHUSTER LAURA	Yes	No	No	USD	03/19/2024	93.90
			103167	23246	Check	1	8185		SISLO, ANDREW	Yes	No	No	USD	03/19/2024	117.00
			103125	23247	Check	1	4297		SKI HUT	Yes	No	No	USD	03/19/2024	2,273.00
			103134	23248	Check	1	50250		SKUTEVIKS FLORISTS	Yes	No	No	USD	03/19/2024	242.25
			103190	23249	Check	1	9175		SMITH, TREVOR J	Yes	No	No	USD	03/19/2024	60.00
			103075	23250	Check	1	11167		SOTER TECHNOLOGIES	Yes	No	No	USD	03/19/2024	21,819.00
			103061	23251	Check	1	10926		SOUNDS UNLIMITED	Yes	No	No	USD	03/19/2024	650.00
			103137	23252	Check	1	5341		SOUTH, LISA	Yes	No	No	USD	03/19/2024	76.61
			103071	23253	Check	1	11098		SOUTHWEST WEST CENTRAL SERV	Yes	No	No	USD	03/19/2024	3,387.60
			103177	23254	Check	1	8631		SQUIRES, WALDSPURGER & MACE I	Yes	No	No	USD	03/19/2024	768.50
			103135	23255	Check	1	51968		STACK BROTHERS MECHANICAL CC	Yes	No	No	USD	03/19/2024	1,584.65
			103175	23256	Check	1	8462		STARFALL EDUCATION	Yes	No	No	USD	03/19/2024	50.00
			103136	23257	Check	1	52404		STATE INDUSTRIAL PRODUCTS	Yes	No	No	USD	03/19/2024	839.16
			103111	23258	Check	1	2960		STEVENS, CRAIG	Yes	No	No	USD	03/19/2024	325.00

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0094		2	103159	23259	Check	1	7518		SYCK, RODERICK	Yes	No	No	USD	03/19/2024	99.36
			103055	23260	Check	1	10817		TARALSETH KEVIN	Yes	No	No	USD	03/19/2024	15.65
			103109	23261	Check	1	2726		TEXTBOOK WAREHOUSE	Yes	No	No	USD	03/19/2024	973.60
			103203	23262	Check	1	9513		TWIN PORTS AERIAL SERVICES INC	Yes	No	No	USD	03/19/2024	158.00
			103139	23263	Check	1	55438		TWIN PORTS PAPER SUPPLY	Yes	No	No	USD	03/19/2024	1,011.95
			103214	23264	Check	1	9791		TYSON FOODS INC	Yes	No	No	USD	03/19/2024	1,822.20
			103191	23265	Check	1	9268		UHL COMPANY INC	Yes	No	No	USD	03/19/2024	6,560.68
			103173	23266	Check	1	8357		UNITED STATES TREASURY	Yes	No	No	USD	03/19/2024	23,344.77
			103141	23267	Check	1	56350		UPPER LAKES FOODS	Yes	No	No	USD	03/19/2024	58,512.39
			103184	23268	Check	1	8949		VANTAGE FINANCIAL	Yes	No	No	USD	03/19/2024	1,489.00
			103193	23269	Check	1	9277		VEGAR, NICOLE	Yes	No	No	USD	03/19/2024	64.15
			103143	23270	Check	1	57280		WANGEN, DAVID	Yes	No	No	USD	03/19/2024	147.40
			103155	23271	Check	1	6928		WATERS, NICOLE	Yes	No	No	USD	03/19/2024	36.25
			103144	23272	Check	1	58008		WEST MUSIC	Yes	No	No	USD	03/19/2024	396.75
			103083	23273	Check	1	11183		WESTMARK PRODUCTIONS	Yes	No	No	USD	03/19/2024	325.00
			103198	23274	Check	1	9440		WICK, MICHELLE	Yes	No	No	USD	03/19/2024	449.47
			103188	23275	Check	1	9089		WILLIAMS, APRIL	Yes	No	No	USD	03/19/2024	1,688.40
			103069	23276	Check	1	11073		WILTON BROCK	Yes	No	No	USD	03/19/2024	60.00
			103082	23277	Check	1	11182		WISDOM GAMING INC	Yes	No	No	USD	03/19/2024	550.00
			103178	23278	Check	1	8634		WKLK WMOZ	Yes	No	No	USD	03/19/2024	480.00
			103070	23279	Check	1	11074		WOLF TRACK ENERGY	Yes	No	No	USD	03/19/2024	45,245.60
			103110	23280	Check	1	2731		YOUNG, HEATHER	Yes	No	No	USD	03/19/2024	492.00
Bank Total: 2														\$802,070.24	
Report Total:														\$802,070.24	

Cloquet Public Schools
Detail Payment Register By Check
Fund Summary

Fund Description		Total
01	General	\$1,005.28
12	Activities	\$330.00
Report Total		\$1,335.28

Cloquet Public Schools Check Register by Bank and Check

Batch Co	Bank	Pymt No	Check No	Pay Type	Grp	Code	Rcd	Vendor	Print	Recon	Void	Currency	Pmt/Void Date	Amount
0094	2	103010	23078	Check	1	9301		CARMENS RESTAURANT	Yes	No	No	USD	02/26/2024	330.00
		103008	23079	Check	1	10302		PETTY CASH ATTN: CANDACE NELIS	Yes	No	No	USD	02/26/2024	882.00
		103009	23080	Check	1	9288		RASMUSSEN, BRENDA	Yes	No	No	USD	02/26/2024	123.28
Bank Total: 2													\$1,335.28	
Report Total:													\$1,335.28	

Cloquet Public Schools
Detail Payment Register By Check
Fund Summary

Fund	Description	Total
01	General	\$36,495.12
12	Activities	\$1,635.25
Report Total		\$38,130.37

Cloquet Public Schools Check Register by Bank and Check

Batch	Co	Bank	Pymt No	Check No	Pay Type	Grp	Code	Rcd	Vendor	Print	Recon	Void	Currency	Pmt/Void Date	Amount
0094		2	103012	23081	Check	1	10957		BERGLUND SHANNON	Yes	No	No	USD	02/29/2024	60.00
			103013	23082	Check	1	11054		BUCA SALES & MARKETING LLC	Yes	No	No	USD	02/29/2024	700.25
			103020	23083	Check	1	9578		CONSTELLATION NEWENERGY -GAS	Yes	No	No	USD	02/29/2024	30,217.20
			103016	23084	Check	1	11174		ISD 2909	Yes	No	No	USD	02/29/2024	360.00
			103018	23085	Check	1	11176		JACKSON JEROME	Yes	No	No	USD	02/29/2024	500.00
			103019	23086	Check	1	6757		MORRISON, REBEKKAH	Yes	No	No	USD	02/29/2024	53.00
			103014	23087	Check	1	11154		PSRC	Yes	No	No	USD	02/29/2024	255.00
			103022	23088	Check	1	9816		REGION 7A	Yes	No	No	USD	02/29/2024	3,375.00
			103011	23089	Check	1	10177		REGION 7AA	Yes	No	No	USD	02/29/2024	1,990.00
			103017	23090	Check	1	11175		SCHAKE TRENT	Yes	No	No	USD	02/29/2024	225.00
			103021	23091	Check	1	9626		STRICKLAND ADRIENNE	Yes	No	No	USD	02/29/2024	184.92
			103015	23092	Check	1	11173		ZIMMERMAN ARCHERY	Yes	No	No	USD	02/29/2024	210.00
Bank Total: 2														\$38,130.37	
Report Total:														\$38,130.37	

Cloquet Public Schools
Detail Payment Register By Check
Fund Summary

Fund Description		Total
01	General	\$61,554.40
Report Total		\$61,554.40

Cloquet Public Schools Check Register by Bank and Check

Batch	Co	Bank	Pymt No	Check No	Pay Type	Grp	Code	Rcd	Vendor	Print	Recon	Void	Currency	Pmt/Void Date	Amount
0094		2	103033	23094	Check	1	10898		NORTH COUNTRY CHEVROLET	Yes	No	No	USD	03/08/2024	61,554.40
														Bank Total: 2	\$61,554.40
														Report Total:	\$61,554.40

Cloquet School District Treasurer's Report November 30, 2023

General Ledger Cash Balance

Beginning Balance 10/31/23	\$831,039.53
Vouchers Paid:	(\$2,388,938.44) (A)
Deposits:	\$4,812,644.88 (B)
Journal Entries:	(\$1,509,960.91) (C)
Payroll:	(\$2,583,880.67) (D)
Ending Balance 11/30/2023	<u><u>(\$839,095.61)</u></u>

Bank Balances (Accounts that tie to Cash in the GL)

MSDLAF	CHS	\$429,215.22
US Bank Clearing Account	CHS	\$0.00
MSDLAF	CMS	\$79,506.88
US Bank Clearing Account	CMS	\$0.00
MSDLAF	Flex	\$20,151.61
US Bank Clearing Account	Flex	\$0.00
MSDLAF Liquid Asset	General	\$377,905.07
US Bank Disbursements	General	\$0.00
US Bank Clearing Account	General	\$3,776.75
Total of Accounts that Close to Cash		<u><u>\$910,555.53</u></u>

Bank Reconciliation

Bank Balance	\$910,555.53
Deposits Outstanding	\$0.00
Accounts Payable Checks Outstanding	(\$421,796.85)
Accounts Payable Wires Outstanding	\$0.00
Payroll Checks Outstanding	(\$48,927.89)
Third Party Payroll Wires Outstanding	(\$1,279,136.22)
Adjustments at the Bank but not in SMART	\$876.84
Adjustments in SMART but not at the Bank	\$0.00
Adjustment for Clearing Differences	(\$667.02)
General Ledger Cash Balance 10/31/2023	<u><u>(\$839,095.61)</u></u>

Cloquet School District Treasurer's Report December 30, 2023

General Ledger Cash Balance

Beginning Balance 11/30/23	(\$839,095.61)
Vouchers Paid:	(\$1,279,294.20) (A)
Deposits:	\$3,485,590.50 (B)
Journal Entries:	\$1,298,677.87 (C)
Payroll:	(\$2,501,781.34) (D)
	(\$30.29) Extra payrc
Ending Balance 12/31/2023	<u>\$164,066.93</u>

Bank Balances (Accounts that tie to Cash in the GL)

MSDLAF	CHS	\$437,886.21
US Bank Clearing Account	CHS	\$0.00
MSDLAF	CMS	\$81,313.48
US Bank Clearing Account	CMS	\$0.00
MSDLAF	Flex	\$45,360.98
US Bank Clearing Account	Flex	\$0.00
MSDLAF Liquid Asset	General	\$446,489.96
US Bank Disbursements	General	\$0.00
US Bank Clearing Account	General	\$0.00
Total of Accounts that Close to Cash		<u>\$1,011,050.63</u>

Bank Reconciliation

Bank Balance	\$1,011,050.63
Deposits Outstanding	\$0.00
Accounts Payable Checks Outstanding	(\$335,407.24)
Accounts Payable Wires Outstanding	\$0.00
Payroll Checks Outstanding	(\$47,933.90)
Third Party Payroll Wires Outstanding	(\$463,781.44)
Adjustments at the Bank but not in SMART	\$876.84
Adjustments in SMART but not at the Bank	(\$70.94)
Adjustment for Clearing Differences	(\$667.02)

General Ledger Cash Balance 12/31/2023	<u>\$164,066.93</u>
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**INVESTMENTS
2023-2024 - FISCAL YEAR**

DATE: NOVEMBER 2023

<u>INVESTMENT</u>	<u>INTEREST RATE</u>	<u>BANK</u>	<u>MATURITY DATE</u>	<u>INTEREST TO BE EARNED</u>	<u>MONTHLY INTEREST</u>
\$ 2,756,343.08	0.00%	Ehler's Investment Partners-Debt Servi		-	\$ 11,503.74
\$ 3,322,667.24		Pershing Investments		-	\$ 26,487.41
\$ 9,651,089.54	1.70%	MSD MAX		DAILY	\$ 36,409.25
<hr/>					
\$ 705,885.10	1.69%	MN TRUST CD	3/19/2021	\$ 3,692.31	\$ 3,049.97
<hr/>					
\$ 16,435,984.96	- TOTAL INVESTMENT VALUE				\$ 77,450.37
	CHECKING ACCOUNT/MSDLAF LIQUID CLASS INTEREST & FEES				\$ 4,322.95
	TOTAL MONTHLY INTEREST				\$ 81,773.32

YTD TOTAL INTEREST AS OF 11/30/23

\$ 283,585.51
=====

\$ 350,000.00 2023-2024 BUDGET

2022-2023 - FISCAL YEAR

\$ 13,657,486.33 - TOTAL INVESTMENT VALUE 11/30/2022

\$ 26,818.47 - TOTAL INTEREST EARNED LAST YEAR THRU THIS MONTH

\$ 177,710.39 - TOTAL INTEREST EARNED FOR FISCAL YR 2022-2023

**INVESTMENTS: FUND 06 CONSTRUCTION
2023-2024 - FISCAL YEAR**

DATE: NOVEMBER 2023

<u>INVESTMENT</u>	<u>INTEREST RATE</u>	<u>BANK</u>	<u>MATURITY DATE</u>	<u>INTEREST TO BE EARNED</u>	<u>MONTHLY INTEREST</u>
\$ -	0.00%	MN TRUST	CD	\$ -	\$ -
\$ -	0.00%	MN TRUST	CD	\$ -	\$ -
\$ -	0.00%	MN TRUST	TS	\$ -	\$ -
\$ -	0.00%	MN TRUST	TS	\$ -	\$ -
\$ -		MN TRUST	SDA		\$ -
\$ -	0.00%	MN TRUST	SEC/DTC		
\$ 38,205.84	1.90%	MN TRUST	Dividend Reinvest / Bank Fee	\$	165.06
		MN TRUST	Trade Int-Security Sale/DTC Maturity	\$	-
\$ 911,998.73		EHLERS / Ameritrade		\$	3,894.59
\$ 950,204.57		- TOTAL CONSTRUCTION FUND INVESTMENT VALUE			

TOTAL MONTHLY INTEREST \$ 4,059.65

YTD TOTAL INTEREST AS OF 11/30/23 \$ 36,506.75

\$ 75,000.00 2023-2024 BUDGET

2022-2023 - FISCAL YEAR

\$ 1,988,279.38 - TOTAL INVESTMENT VALUE 11/30/2022	\$ (629.66) - TOTAL INTEREST EARNED LAST YEAR THRU THIS MONTH
	\$ 25,257.07 - TOTAL INTEREST EARNED FOR FISCAL YR 2022-2023

**INVESTMENTS: FUND 45 OPEB
2023-2024 - FISCAL YEAR**

DATE: NOVEMBER 2023

<u>INVESTMENT</u>	<u>INTEREST RATE</u>	<u>BANK</u>	<u>MATURITY DATE</u>	<u>INTEREST TO BE EARNED</u>	<u>MONTHLY INTEREST</u>
\$ 577,591.54	0.92% - 1.04%	MN TRUST	11/30/2020		
\$ 240,693.75	2.64% - 2.65%	MN TRUST CD	12/7/2020	\$	-
\$ 249,445.47	2.19%	MN TRUST CD	1/28/2021	\$	-
\$ 503,407.97	1.36%	MN TRUST CD	1/28/2021	\$	-
\$ 379,016.84	1.98% - 2.28%	MN TRUST SEC/DTC			
\$ -	1.90%	MN TRUST MN TRUST	Dividend Reinvest / Bank Fee Trade Interest-Security Sale / DTC	\$	2,474.81
\$ 2,146,954.38		ASSOCIATED BANK	Dividend / BankFee / Interest	\$	147,590.64
\$ -		MID AMERICA		\$	-
<u>\$ 4,097,109.95</u>	- TOTAL INVESTMENT VALUE				
	TOTAL MONTHLY INTEREST			<u>\$</u>	<u>150,065.45</u>

YTD TOTAL INTEREST AS OF 11/30/23

\$ 185,178.19
=====

\$ 300,000.00 2023-2024 BUDGET

2022-2023 - FISCAL YEAR

\$ 5,676,857.45 - TOTAL INVESTMENT VALUE 11/30/2022

\$ 64,447.63 - TOTAL INTEREST
EARNED LAST YEAR
THRU THIS MONTH

\$ 82,116.88 - TOTAL INTEREST
EARNED FOR
FISCAL YR 2022-2023

INVESTMENTS
2023-2024 - FISCAL YEAR

DATE: DECEMBER 2022

<u>INVESTMENT</u>	<u>INTEREST RATE</u>	<u>BANK</u>	<u>MATURITY DATE</u>	<u>INTEREST TO BE EARNED</u>	<u>MONTHLY INTEREST</u>
\$ 5,220,699.03	0.00%	Ehler's Investment Partners-Debt Servi		-	\$ 23,020.25
\$ 3,334,196.17		Pershing Investments		-	\$ 37,369.80
\$ 6,861,969.23	1.70%	MSD MAX		DAILY	\$ 33,248.29
<hr/>					
\$ 709,062.70	1.69%	MN TRUST CD	3/19/2021	\$ 3,692.31	\$ 3,177.60
<hr/>					
\$ 16,125,927.13	- TOTAL INVESTMENT VALUE				\$ 96,815.94
					CHECKING ACCOUNT/MSDLAF LIQUID CLASS INTEREST & FEES
					\$ 3,495.35
					TOTAL MONTHLY INTEREST
					\$ 100,311.29
YTD TOTAL INTEREST AS OF 12/30/23				\$ 383,896.80	
=====					
=====					
				\$ 400,000.00	2023-2024 BUDGET

2022-2023 - FISCAL YEAR

\$ 12,684,353.93 - TOTAL INVESTMENT VALUE 12/31/2022	\$	40,944.51	- TOTAL INTEREST EARNED LAST YEAR THRU THIS MONTH
	\$	177,710.39	- TOTAL INTEREST EARNED FOR FISCAL YR 2022-2023

**INVESTMENTS: FUND 06 CONSTRUCTION
2023-2024 - FISCAL YEAR**

DATE: DECEMBER 2022

<u>INVESTMENT</u>	<u>INTEREST RATE</u>	<u>BANK</u>	<u>MATURITY DATE</u>	<u>INTEREST TO BE EARNED</u>	<u>MONTHLY INTEREST</u>
\$ -	0.00%	MN TRUST	CD	\$ -	\$ -
\$ -	0.00%	MN TRUST	CD	\$ -	\$ -
\$ -	0.00%	MN TRUST	TS	\$ -	\$ -
\$ -	0.00%	MN TRUST	TS	\$ -	\$ -
\$ -		MN TRUST	SDA		\$ -
\$ -	0.00%	MN TRUST	SEC/DTC		
\$ 38,377.83	1.58%	MN TRUST	Dividend Reinvest / Bank Fee	\$	171.99
		MN TRUST	Trade Int-Security Sale/DTC Maturity	\$	-
\$ -		EHLERS / Ameritrade		\$	-

\$ 38,377.83 - TOTAL CONSTRUCTION FUND INVESTMENT VALUE

TOTAL MONTHLY INTEREST \$ 171.99

YTD TOTAL INTEREST AS OF 12/31/23 \$ 36,678.74

=====

\$ 10,000.00 2023-2024 BUDGET

2022-2023 - FISCAL YEAR

\$ 1,983,673.16 - TOTAL INVESTMENT VALUE 12/31/2022

\$ (868.79) - TOTAL INTEREST EARNED LAST YEAR THRU THIS MONTH

\$ 25,257.07 - TOTAL INTEREST EARNED FOR FISCAL YR 2022-2023

**INVESTMENTS: FUND 45 OPEB
2023-2024 - FISCAL YEAR**

DATE: DECEMBER 2022

<u>INVESTMENT</u>	<u>INTEREST RATE</u>	<u>BANK</u>	<u>MATURITY DATE</u>	<u>INTEREST TO BE EARNED</u>	<u>MONTHLY INTEREST</u>
\$ 1,952,734.78	0.03%	MN TRUST	11/30/2020		
\$ -	3.04%	MN TRUST CD	12/7/2020		\$ -
\$ -	2.84%	MN TRUST CD	1/28/2021		\$ -
\$ -	1.36%	MN TRUST CD	1/28/2021		\$ -
	1.98% - 2.28%	MN TRUST SEC/DTC			
	1.90%	MN TRUST	Dividend Reinvest / Bank Fee		\$ 2,579.21
		MN TRUST	Trade Interest-Security Sale / DTC		\$ -
\$ 2,245,140.12		ASSOCIATED BANK	Dividend / BankFee / Interest		\$ 30,695.56
\$ -		MID AMERICA			\$ -
<u>\$ 4,197,874.90</u>	- TOTAL INVESTMENT VALUE				
	TOTAL MONTHLY INTEREST				<u>\$ 33,274.77</u>

YTD TOTAL INTEREST AS OF 12/31/2023 \$ 218,452.96
=====
\$ 300,000.00 2023-2024 BUDGET

2022-2023 - FISCAL YEAR

\$ 5,735,487.94 - TOTAL INVESTMENT VALUE 12/31/2022	\$ 77,368.77 - TOTAL INTEREST EARNED LAST YEAR THRU THIS MONTH
	\$ 82,116.88 - TOTAL INTEREST EARNED FOR FISCAL YR 2022-2023



- Accounts Dashboard
- Activity History
- Statements & Documents
- Organizational Settings
- CONTACT US
 - Secure Contact
 - FAQ

Transfer Submitted

Transfer Amount

Print Confirmation

\$1,000,000.00

Confirmation #

3899670

Transaction Type

Transfer Between Products

Transfer From

600041 - General Fund
MSDLAF+ MAX Class

Transfer To

MSDLAF+ Liquid Class

Date Scheduled

Feb 20, 2024

[Make Another Transaction](#)

[Done](#)



-  Accounts Dashboard
-  Activity History
-  Statements & Documents
-  Organizational Settings

CONTACT US

-  Secure Contact
-  FAQ



-  Accounts Dashboard
-  Activity History
-  Statements & Documents
-  Organizational Settings
-
- CONTACT US
-  Secure Contact
-
-  FAQ

 **Transfer Submitted**
CLOQUET PUBLIC SCHOOLS,

CN

ISD# 94

\$1,300,000.00

Confirmation # 3906402

Transaction Type Transfer Between Products

Transfer From 600041 - General Fund
MSDLAF+ MAX Class

Transfer To MSDLAF+ Liquid Class

Date Scheduled Mar 01, 2024

Make Another Transaction

Done



-  Accounts Dashboard
-  Activity History
-  Statements & Documents
-  Organizational Settings
- CONTACT US
 -  Secure Contact
 -  FAQ



- [🕒 Accounts Dashboard](#)
- [🕒 Activity History](#)
- [📄 Statements & Documents](#)
- [🏠 Organizational Settings](#)
- [CONTACT US](#)
- [✉️ Secure Contact](#)
- [❓ FAQ](#)

Transfer Submitted

CLOQUET PUBLIC SCHOOLS, ISD# 94 CN

Transfer Amount [🖨️ Print Confirmation](#)

\$2,000,000.00

Confirmation # 3909994

Transaction Type Transfer Between Products

Transfer From 600041 - General Fund
MSDLAF+ MAX Class

Transfer To MSDLAF+ Liquid Class

Date Scheduled Mar 06, 2024

Make Another Transaction

Done



Independent School District No. 94
Cloquet, Minnesota 55720

Central Administration
302 14th Street • 218-879-6721 • FAX-879-6724
Cloquet Senior High School
1000 18th Street • 218-879-3393 • FAX-879-6494
Cloquet Middle School
2001 Washington Avenue • 218-879-3328 • FAX-879-4175
Churchill Elementary School
515 Granite Street • 218-879-3308 • FAX-879-7034
Washington Elementary School
801 12th Street • 218-879-3369 • FAX-879-3360
Community Education
2001 Washington Avenue • 218-879-1261 • FAX-878-3013
Cloquet Area Alternative Education Programs
302 14th Street • 218-879-0115 • FAX-879-6941
<http://www.isd94.org>

MEMORANDUM

TO: Dr. Michael Cary, Superintendent
FROM: Washington Elementary Principal Robbi Mondati
DATE: 3/4/2024
RE: Recommendation for Employment

I am recommending the employment of Morgan Schmitz for the 1.0 FTE Long Term Substitute Teacher for 3rd Grade. The position will likely begin in April, and will last for the remainder of the school year. The teacher will be paid at the daily substitute rate for the first thirty (30) days. After working 30 days in the same position for the same teacher, the teacher will start being paid the contracted rate and will receive back pay to first day of the assignment.

RATE OF PAY:	First 30 days at daily substitute rate From 31 st day on (with backpay) – STEP 1/Lane 1
HOURS TO BE WORKED:	8 hours/day (Monday – Friday)
START DATE:	Approximately April 15, 2024
LENGTH OF CONTRACT:	For the remainder of the school year
BUDGETED CURRENT YEAR:	yes
POSTED:	Posted internally and externally
RATIONALE FOR HIRE:	Ms. Schmitz has experience as a long-term substitute teacher in Hermantown and she comes highly recommended.
STAR CODE:	180100

(Employment is contingent upon Cloquet School Board approval.)



Independent School District No. 94
Cloquet, Minnesota 55720

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<http://www.isd94.org>

MEMORANDUM

TO: Dr. Michael Cary, Superintendent
FROM: Tom Brenner, Middle School Principal
DATE: February 28, 2024
RE: Recommendation for Employment

I am recommending the employment of Neil Erickson to fill the 6.5 Hours/Day Sped Consistent Support Paraprofessional position.

RATE OF PAY:	\$18.93
TOTAL COST:	Contracted
HOURS TO BE WORKED:	6.5 Hours/Day (Monday –Friday)
START DATE:	March 11, 2024 (Substitute) & March 19, 2024 (Regular)
LENGTH OF CONTRACT:	Ongoing
BUDGETED CURRENT YEAR:	Yes
POSTED:	Posted, internally and externally
RATIONALE FOR HIRE:	CMS would like to recommend Neil for one of its open paraprofessional positions. Neil has experience working with CMS faculty and students and has always done a professional job.

(Employment is contingent upon Cloquet School Board approval.)

TB:KP



Independent School District No. 94
Cloquet, Minnesota 55720

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302 14th Street • 218-879-0115 • FAX-879-6941
<http://www.isd94.org>

MEMORANDUM

TO: Dr. Michael Cary, Superintendent
FROM: Tom Brenner, Middle School Principal
DATE: March 7, 2024
RE: Recommendation for Employment

I am recommending the employment of Lilykay Olson to fill the 6.5 Hours/Day Sped Consistent Support Paraprofessional position.

RATE OF PAY:	\$18.93
TOTAL COST:	Contracted
HOURS TO BE WORKED:	6.5 Hours/Day (Monday –Friday)
START DATE:	March 25, 2024
LENGTH OF CONTRACT:	Ongoing
BUDGETED CURRENT YEAR:	Yes
POSTED:	Posted, internally and externally
RATIONALE FOR HIRE:	CMS would like to recommend Lily for our open paraprofessional position. The interview panel felt that Liy would be a great fit for our CMS team and students.

(Employment is contingent upon Cloquet School Board approval.)

TB:KP



Independent School District No. 94
Cloquet, Minnesota 55720

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Washington Elementary School
801 12th Street • 218-879-3369 • FAX-879-3360
Community Education
2001 Washington Avenue • 218-879-1261 • FAX-878-3013
Cloquet Area Alternative Education Programs
302 14th Street • 218-879-0115 • FAX-879-6941
<http://www.isd94.org>

MEMORANDUM

TO: Dr. Michael Cary, Superintendent
FROM: Robbi Mondati, Principal
DATE: 02/27/2024
RE: Recommendation for Employment

I am recommending the employment of Taylor Stowell for the 25 hour/week Long Term Substitute Paraprofessional position for ECSE. The position will start on approximately April 2, and will continue through the remainder of the school year.

RATE OF PAY:	Step 1
HOURS TO BE WORKED:	5 hours/day (Monday – Friday)
START DATE:	Approximately April 2, 2024
LENGTH OF CONTRACT:	Through the remainder of the school year
BUDGETED CURRENT YEAR:	yes
POSTED:	Posted internally and externally
RATIONALE FOR HIRE:	Taylor Stowell brings experience of caring for children in a residential treatment setting, as well as a classroom setting.
STAR CODE:	999801

(Employment is contingent upon Cloquet School Board approval.)

Linking school and community to provide life-long learning and success for all.

From the Desk of:

**Paul Riess
Activities Director
Cloquet Senior High School
1000 18th Street
Cloquet, MN 55720
Phone: 218-879-3393
Fax: 218-879-6494**

To: Mary Marciniak, Superintendent Cary, School Board
From: Paul Riess- Activities Director
Re: Stipend for help with girls' basketball team

Please approve a stipend of \$1000 to be paid to Dave Esse for his work running the weight room for the girls' basketball team this winter. This amount, in addition to any taxes and benefits, will be paid out of the girls' basketball activities account. There is no cost to the school district.

If anyone has any questions regarding this recommendation, please feel free to call me.

PR

From the Desk of:

**Paul Riess
Activities Director
Cloquet Senior High School
1000 18th Street
Cloquet, MN 55720
Phone: 218-879-3393
Fax: 218-879-6494**

To: Mary Marciniak, Superintendent Cary, School Board
From: Paul Riess- Activities Director
Re: Baseball volunteer

Please approve the individual listed below. This is for an individual who will help with the baseball team

Joseph Baker- volunteer

If anyone has any questions regarding this recommendation, please feel free to call me.

PR



Independent School District No. 94
Cloquet, Minnesota 55720

Central Administration
302 14th Street • 218-879-6721 • FAX-879-6724
Cloquet Senior High School
1000 18th Street • 218-879-3393 • FAX-879-6494
Cloquet Middle School
2001 Washington Avenue • 218-879-3328 • FAX-879-4175
Churchill Elementary School
515 Granite Street • 218-879-3308 • FAX-879-7034
Washington Elementary School
801 12th Street • 218-879-3369 • FAX-879-3360
Community Education
2001 Washington Avenue • 218-879-1261 • FAX-878-3013
Cloquet Area Alternative Education Programs
302 14th Street • 218-879-0115 • FAX-879-6941
<http://www.isd94.org>

MEMORANDUM

TO: Cloquet School Board

FROM: Dr. Michael Cary, Superintendent

DATE: March 12, 2024

RE: Permission to Post

I am requesting permission to post for a full time principal for Cloquet Area Alternative Education Programs (CAAEP) due to a staff retirement. Position will start on or before July 1, 2024.

(Employment is contingent upon Cloquet School Board approval.)



ISD 94 • Cloquet, MN 55720 • www.isd94.org

Central Administration	302 14th St	218.879.6721
Cloquet Senior High School	1000 18th St	218.879.3393
Cloquet Middle School	2001 Washington Ave	218.879.3328
Churchill Elementary School	515 Granite St	218.879.3308
Washington Elementary School	801 12th St.	218.879.3369
Cloquet Area Alternative Education	302 14th St	218.879.0115
Community Education	2001 Washington Ave	218.879.1261

MEMORANDUM

TO: Dr. Michael Cary, Superintendent

FROM: Steve Battaglia, Principal Cloquet High School

DATE: February 23, 2024

RE: **Permission to Post**

We are requesting permission to post for the following paraprofessional position due to staff vacancy:

- 6.5 Hours/Day DCD S/P Special Education Paraprofessional at Cloquet High School



Independent School District No. 94
Cloquet, Minnesota 55720

Central Administration
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Community Education
2001 Washington Avenue • 218-879-1261 • FAX-878-3013
Cloquet Area Alternative Education Programs
302 14th Street • 218-879-0115 • FAX-879-6941
<http://www.isd94.org>

Memorandum

To: Dr. Michael Cary, Superintendent
From: T.J. Smith, District Technology Director
Date: March 13, 2024
RE: Permission to Post

I am requesting permission to post for a Technology Aide at the secondary campus due to a staff retirement at Cloquet High School.

2023-2024 Student Enrollment Report

5/25/2023	Dates	9/7	9/20	10/4	10/17	11/8	11/20	12/5	1/3	1/17	2/7	2/21	3/13						
CHURCHILL																			
23	Handicap Kindergarten	0	0	0	0	0	0	0	0	0	0	0	0						
21	Early Five/Dev Kindergarten	8	9	9	10	10	10	10	10	10	9	9	9						
60	Kindergarten - All Day	74	73	74	73	73	73	74	74	74	75	75	76						
71	First Grade	73	72	71	71	70	70	69	69	69	69	69	69						
46	Second Grade	71	72	72	72	73	73	73	73	72	73	73	73						
77	Third Grade	46	46	45	45	45	45	45	45	45	45	45	46						
75	Fourth Grade	83	83	83	83	83	83	84	83	82	84	84	82						
373	TOTAL CHURCHILL	355	355	354	354	354	354	355	354	352	355	355	355	0	0	0	0	0	0
WASHINGTON																			
19	Handicap Kindergarten	0	0	0	0	0	0	0	0	0	0	0	0						
83	Kindergarten - All Day	94	91	92	92	92	92	92	91	92	92	92	92						
106	First Grade	108	107	108	109	110	112	111	111	110	110	111	111						
86	Second Grade	109	109	109	109	110	111	111	111	109	109	109	109						
100	Third Grade	88	89	89	88	88	88	88	88	88	89	89	88						
102	Fourth Grade	105	105	105	105	106	106	104	105	104	105	106	105						
496	TOTAL WASHINGTON	504	501	503	503	506	509	506	506	503	505	507	505	0	0	0	0	0	0
869	TOTAL ELEMENTARY	859	856	857	857	860	863	861	860	855	860	862	860	0	0	0	0	0	0
	Open Enrollment-Elementary																		
MIDDLE SCHOOL																			
183	Fifth Grade	185	181	181	183	185	185	184	184	184	184	184	184						
200	Sixth Grade	189	188	187	186	187	185	182	182	183	183	183	183						
190	Seventh Grade	206	204	203	204	203	202	202	202	203	202	202	200						
210	Eighth Grade	198	197	196	194	197	196	197	196	195	195	196	194						
783	TOTAL MIDDLE SCHOOL	778	770	767	767	772	768	765	764	765	764	765	761	0	0	0	0	0	0
	Open Enrollment-CMS																		
HIGH SCHOOL																			
191	Ninth Grade	221	219	218	219	216	216	217	216	216	216	216	215						
200	Tenth Grade	193	192	191	191	190	189	189	189	189	185	184	184						
192	Eleventh Grade	206	199	197	195	189	190	193	191	192	185	185	186						
176	Twelfth Grade	197	196	197	197	193	191	189	187	186	183	182	181						
759	TOTAL HIGH SCHOOL	817	806	803	802	788	786	788	783	783	769	767	766	0	0	0	0	0	0
	Open Enrollment-CHS																		
2411	TOTAL HK-12	2454	2432	2427	2426	2420	2417	2414	2407	2403	2393	2394	2387	0	0	0	0	0	0
	TOTAL OPEN ENROLLMENT	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
CAAEP- FULL-TIME																			
92	High School (grades 9-12)	85	90	90	88	89	91	89	87	86	94	95	95						
11	Junior High (grades 6-8)	4	4	4	2	1	1	1	1	1	5	4	8						
103	TOTAL CAAEP-Full-Time	89	94	94	90	90	92	90	88	87	99	99	103	0	0	0	0	0	0
** CAAEP - PART-TIME																			
	EDHS																		
	Extended Programming																		
	Targeted Services																		
2514	GRAND TOTAL	2543	2526	2521	2516	2510	2509	2504	2495	2490	2492	2493	2490	0	0	0	0	0	0

** NOT included in totals.

DISTRICT HEALTH & SAFETY, AND CRISIS COMMITTEE MEETING SUMMARY

TUESDAY, MARCH 5, 2024
3:45 P.M., GARFIELD BOARD ROOM

Committee Members:

- Committee Chair - Tim Prosen, CHS Asst. Principal
- Executive Assistant - Mary Marciniak
- Garfield School - David Perry
- Middle School - Mike Bushey (absent)
- Churchill School - Chris Esse
- Washington School - Scott Carlson
- High School - Sarah Ellena
- School Resource Officer - Jared Braveheart (absent)
- Director of Facilities & Grounds - Brock Wilton (absent)
- School Board Representative – Ken Scarbrough
- School Board Representatives - Sarah Buhs & Gary Huard (absent)

I. Approval of January 9, 2024, Meeting Summary

K. Scarbrough made a motion to approve the January 9, 2024, meeting summary as presented.

S. Ellena seconded the motion, and it was approved by unanimous yeas of all members present at roll call.

II. Old Business

- Required 2023-2024 Building Drills
(5 Lockdown Drills, 5 Fire Drills, 1 Evacuation Drill, 1 Tornado Drill)
Please email Mary or update shared Google sheet with dates/time when held. Link was reshared.

III. New Business

a. Health and Safety

- Building Accident Reports for Students were reviewed by S. Ellena
- Building Accident Reports for Staff were reviewed by T. Prosen.

IV. Building Level Reports

a. Health, Safety & Crisis Building Reports

- Garfield – Stove in kitchen not working. Will work with Brock and Timmy.
- CHS – Want to know if the water fountain by girls bathroom could be switched to a bottle filler. Boy's bathroom leaking. B-wing announcements not working. Perfume/cologne use is overwhelming. Can we reissue the guidelines/statement. Can it be put in school manuals in the fall? Mary will bring it to Dr. Cary to determine if it should be brought to admin.
- CMS – Absent, no report given.
- Churchill – concern over the doors not being locked. Staff is wondering why all doors are open. Playground doors are not latching properly. Matt was going to adjust it this week – maybe shifting with the frost. Issue of no staff to greet and supervise EC kids.
- Washington – Nothing at this time.

V. Next Meetings

- #### a. Wednesday, May 8, 2024

VI. Adjournment

There being nothing further to discuss, the meeting adjourned at 4:07 p.m.

Respectfully submitted,

Mary Marciniak
Executive Assistant to the Superintendent
Cloquet Public Schools

Equity Committee Update for February 2024

A warm greeting to all Cloquet staff and School Board members on behalf of the Equity Committee! We have some exciting news to share with you, as well as updates and upcoming events.

Land Acknowledgement- Our Committee is working to draft a Land Acknowledgement. According to Dr. Anton Truer from Bemidji State University, a Land Acknowledgment is “a simple brief statement of an institution’s acknowledgement of indigenous people, their land tenure, and a commitment from the institution to seek justice as well as redress historical injustices.” I’ve linked a video, please check it out!

Once the Equity Committee has a First draft, our representatives will meet with our stakeholders (Staff from each building, the Admin Team, Schoolboard, Parent and Student groups to ask for everyone’s help and feedback in writing our Land Acknowledgement. Please stay tuned!

Non-certified staff Equity surveys- We recently rolled out a non-certified staff Equity survey that our Administrators will ask or have asked their staff to take before Spring Break. The goal of this survey is to learn how included and connected our non-certified staff feel in their buildings, as well as their perceptions about diversity and equity. We will review the results and make recommendations for next year’s non-certified staff training.

Student Equity surveys- We also are getting ready to roll out an Equity survey for our students in grades 6-12 and hope to have students take these surveys in their homeroom before Spring Break! Like staff surveys, we seek to understand student perception of Inclusion, Diversity, and Equity in a simple and easy to read survey and will use results to drive some of the staff (and perhaps student) development for the next school year.

Name/Gender update Form- Our committee has been in conversation with district teachers as well as our Admin Team and Superintendent to better understand current laws and policies around guidelines and protections for our Transgender and Gender-Expansive students. Last year, and again this year, we updated our District’s [Name/Gender update form](#). Staff are asked to refer students to their school counselor if student would like to make a change in infinite campus to their preferred name or gender. Our school counselors and social workers have a procedure they use that keeps our District in alignment with current laws and policies. Please stay tuned for additional updates.

Equity Concerns- If you have any concerns related to Diversity, Equity, or Inclusion please reach out to your building representative. Thank you!

Wendy Waha- District Equity Coordinator; **Kamaria Johnson-** Student Rep; **Teresa Angell-** American Indian Education Program Director; **Phil Beadle-** Churchill Rep; **Dara Topping-** CMS Rep; **Kyra Patrick-** Washington Rep; **Lindsey Markwardt-** CHS Rep; **Misha Alaspa-** Washington & school Counselor/Social worker Rep; **Michelle Kilroy-** CHS/ Parent Rep; **Laura Empson-** CAAEP Rep; **Jenny Rackliffe-** CMS Rep; **Robbi Mondati-** Admin Rep; **Sarah Buhs & Ken Scarbrough-** School Board Reps.



EDUCATIONAL
TOURS



Get there



A parent's guide to making ⁵² student travel happen

**“I stepped outside my comfort zone.
I tried unfamiliar foods, spoke
Spanish, and danced with locals.
It was so worth it.”**

Grace C., MI (Student)



They've got this (and you do, too)

Growth happens when new experiences meet open minds. Like when your child encounters a painting that stops them in their tracks—even if they can't explain why yet. Or when they want ketchup and, for the first time, it's up to them to place the order. Growth can show up in big, life-changing realizations or within the littlest of victories.

At EF Educational Tours, we know those moments can be nerve-wracking, for your child and for you, too. But they're the kinds of experiences that give kids the confidence and cultural awareness they'll carry throughout their lives. That's why we believe all students—regardless of gender identity, race, physical ability, sexual orientation, and socioeconomic status—should get to experience the life-changing impact of travel. And it's why we do everything we can to support you in making that opportunity available to them.

02 Welcome to the EF family

04 Impact of educational travel

06 Everything you get

08 Safety is a non-negotiable

10 Planning for the future

12 Paying for your tour

14 Helping students travel

16 Booking Conditions

24 Hear from a fellow parent

Your partner in travel-y goodness

Here at EF, our mission has always been *Opening the World Through Education*, and we've delivered on that promise for over 55 years. We believe travel is teeming with transformative moments just waiting to be experienced.

Say hello to your Tour Director

Along with your teacher (a.k.a. Group Leader), your child’s tour will be led by a Tour Director who’ll be with them from day one until they head home. They offer around-the-clock support and the training, experience, and local knowledge to help keep groups safe. Plus, their personality and logistical wizardry make our tours shine.

Your child’s Tour Director will be:



Savvy

Tour Directors are full of cultural and historical knowledge only a local would have and are comfortable communicating in foreign languages.



Professional

Tour Directors undergo background checks consistent with local laws, are skilled at handling student groups, and travel with groups for the duration of their tour, helping to ensure the safety of each traveler.



A teacher at heart

Tour Directors make tours educational—from delivering illuminating commentary to enabling hands-on learning, they do it all.



ARTIN

Actually Greek
Baklava connoisseur
Strong commentary game

Meet Artin, a Tour Director in Greece. When he’s not sidestepping ancient ruins, he’s designing his own T-shirts and hunting down the best gyro in town. (Yup, he’ll share.)



His passions—food, travel, and all things Greek—put a personal spin on his tours.

Travelers describe him as “nurturing,” “engaging,” and (this one’s ours) “warm as the Athenian sun.”



Every seaside learning moment or bus-ride lesson is infused with his lifelong love of Greece.

Questions? Your Traveler Support Specialist has *all* the answers.

They’re basically a human search engine for all things EF, so consider them your go-to for any what-ifs or other questions. Don’t understand the protection plans? Want to switch to bi-weekly payments? Got questions about what tour looks like? Live chat with Traveler Support online at eftours.com. They’ll help you out.

The real-life benefits of real-world travel

Just like you, we're thinking about the future. More specifically, how to help your child succeed in their future. That's why when students travel with us they return home with more than a suitcase full of souvenirs—they also gain understanding of cultural differences, global issues, and, most importantly, themselves. Insights that lead the way for small and big transformations. But don't just take it from us.

93%

of travelers say their tour expanded their knowledge of the world

89%

say they understand more about new people, places, and cultures

92%

say they discovered more about themselves

88%

of travelers say they grew more confident and independent

Source: EF Educational Tours 2019 Post-Tour Student Survey



“From the moment you get off the plane until you leave, you are learning. EF makes sure you get a real feeling of the culture and all the country has to offer.”

Beth H., NC (Teacher)



Give their tour extra mileage

Our educational tools are designed to give our travelers even more opportunities to grow from their experiences, this time in tangible ways.

With EF, students can:

- Earn high school credit using our Personalized Learning Guide
- Earn college credit with a course specially designed for EF tours and offered by Southern New Hampshire University
- Turn their tour into inspiration for a college essay that will stand out to any admissions officer



From Airlines to Ziplines

When your child travels with us, you're giving them more than just a seat on a plane—you're giving them all the benefits of partnering with the leader in educational travel.

We're talking about an extensive global presence, culturally rich activities, integrated learning opportunities, and yes, you guessed it: a free backpack.

Everything that's included



Airfare and on-tour transportation

Round-trip flights on major carriers and all on-tour transportation



Hotel accommodations

All hotels must meet our high standards for quality, safety, and cleanliness to become a home away from home



Regional-style meals

Local cuisine at breakfast and dinner for a more immersive cultural experience



Guided tours, activities, and entries

Students experience everything the destination has to offer with educational, insightful, and hands-on learning experiences that enhance their curriculum



Full-time professional Tour Director

The Tour Director is full of cultural insights only a local could know and is a constant companion for every traveler's group



Expert local guides

Topic- and location-specific guides share their deep knowledge of cultural and historical touchstones with students



24-hour emergency assistance

Our Emergency Service & Support Team is available around the clock to help groups from our European and North American offices



Peace of Mind program

Automatic benefit that provides flexibility for groups to change travel dates, destination, or itinerary up to 45 days before departure



Safety precautions and procedures

We've taken steps including 24/7 response teams in our European and North American offices, adult background checks, on-site quality control, and more



Traveler support and resources

Our Traveler Support team will walk you through the what-ifs and how-tos of any topic, including things like payment plans and insurance inquiries



\$50 million general liability policy

All Group Leaders and their schools are automatically added as additional insureds under our General Liability Policy, which helps safeguard against claims related to covered on-tour incidents like personal injury



Tour fundraising page

Available to every traveler, this easy-to-share page makes it simple for friends and family to contribute a little something that's automatically applied to the balance of their tour



High school and college credit opportunities

In addition to the intangible benefits of travel that last forever, students can earn actual credits for transcripts and gain the confidence that comes along with them



Travel gear

For style and safety, every traveler gets a complimentary EF backpack and emergency wristband to wear on tour



College essay help

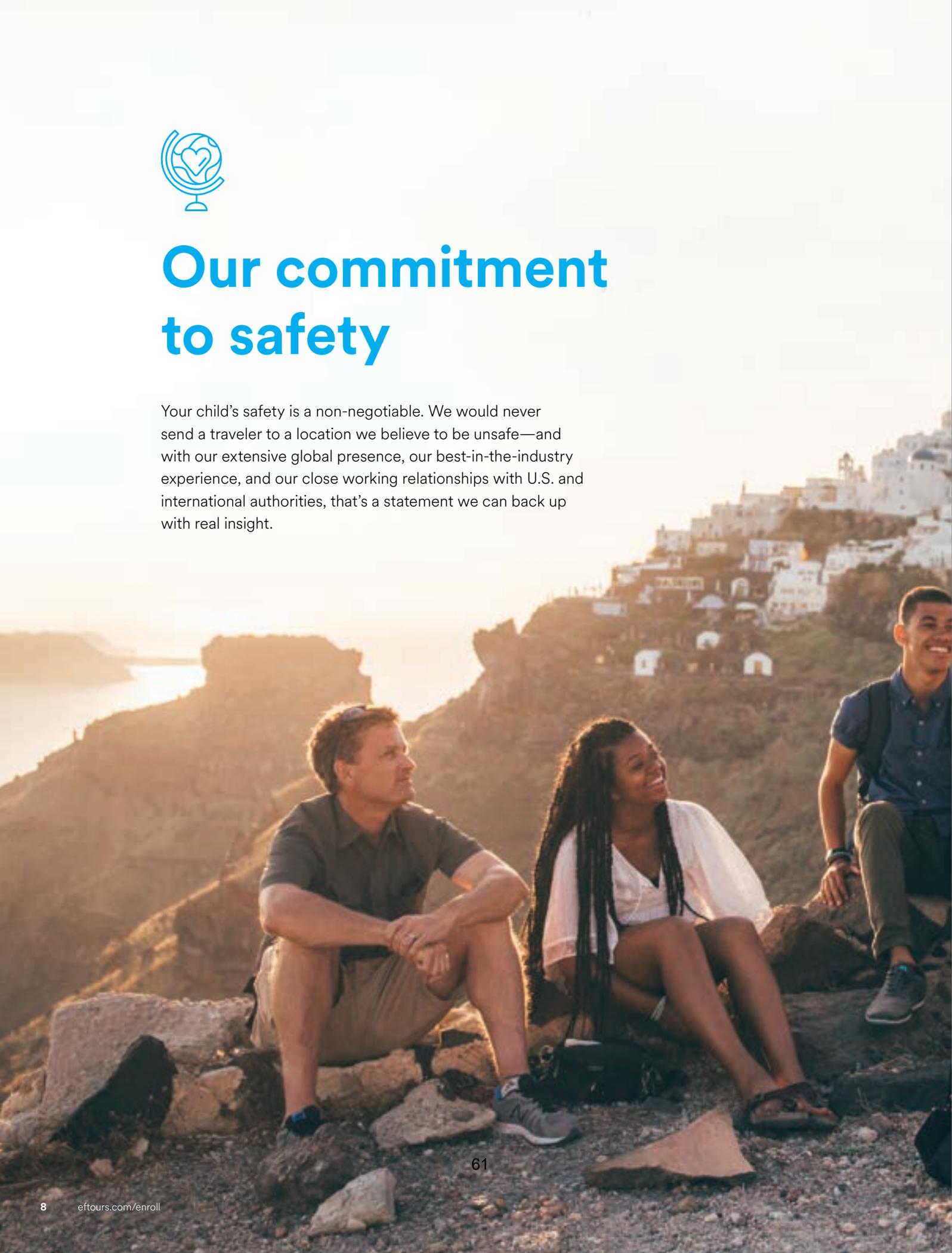
Students can receive guidance on turning a life-changing trip into inspiration for essays and college applications

Learn more about all of the above at eftours.com/help-center



Our commitment to safety

Your child's safety is a non-negotiable. We would never send a traveler to a location we believe to be unsafe—and with our extensive global presence, our best-in-the-industry experience, and our close working relationships with U.S. and international authorities, that's a statement we can back up with real insight.



We're leading the charge on student safety

In addition to following guidance from the U.S. Centers for Disease Control and Prevention and local and federal authorities around the world, we're developing our own protocols to help keep your child healthy and safe. Our teams are actively innovating on and shaping the new worldwide standards for cleanliness and safety.

When you need us most, we're always close

We have staff on the ground 365 days a year in over 120 countries. And we call these countries home. EF team members live in nearly every one of our tour destinations. That means we have the local knowledge to help keep our groups safe, and there's always a friendly face nearby to offer a helping hand (or a high five).



Safety & Incident Response Team

EF's Safety & Incident Response Team is strategically based in our Boston, Panama, Tokyo, and Zurich offices to accommodate for all time zones. Available 24 hours a day, every day of the year, they are trained to react quickly if our travelers need help.

Feel confident planning for the future

When you decide to have your child travel with EF, we want you to feel secure in the decision. That's why as the world changes, so do we. By constantly adapting, enhancing, and expanding our policies, we're doing everything we can to make planning for the future as flexible as possible.

For full details on all EF policies, visit eftours.com/flexibility





“I have been met with nothing but kindness, excitement, and top-notch customer service while working with EF.”

Maddie L., MS (Teacher)



Peace of Mind

Provided to all travelers

Built directly into every EF program, this exclusive benefit provides families and travelers with added security when planning future travel.

We understand plans can change due to unforeseen circumstances. This program accounts for such situations and can be enacted at any time up to 45 days prior to departure at the group level for any reason, including terrorism or other world events.



Individual protection

Available to all travelers

Additional individual coverage is available for purchase, allowing travelers to further protect their investment and themselves from certain unexpected events and expenses while on tour.

Global Travel Protection plan

Provides both pre-departure and post-departure benefits, including medical expense coverage that may apply on tour and tour cancellation for specified reasons.

Global Travel Protection Plus plan

To further protect your investment, this plan provides all of the coverage included in the Global Travel Protection plan as well as expanded cancellation benefits.

Let's do this

(Payments made easy)

Travel is for everyone and, by breaking the cost of your trip into manageable payments, our recommended [Automatic Payment Plan](#) makes it possible for everyone, too. With tours planned well ahead of departure, you can make small payments over a long period of time—often up to two years in advance.

✓	Enroll with just \$95
✓	Pay with your checking account or debit card*
✓	Choose monthly or bi-weekly payments, down to the very day of the week
✓	Make your final payment about a month before you leave

*Card must display the Visa or Mastercard logo



Want more options?

We have other payment plans. Just give us a call at [800-665-5364](tel:800-665-5364) or live chat with us on our website and we'll find the right one for you.

Get a helping hand

Sometimes it takes a village—and a fundraising page. That’s why each of our travelers gets their very own. It’s an easy-to-share page where friends and family can contribute to their tour in exchange for, say, mowing the lawn or babysitting, maybe cooking dinner, or just because.



Build your page

We give you the platform.
You fill in the details.



Share your page

Got friends? Share your child’s
tour fundraising page through
email or social media.



Get fundraising

All contributions are
automatically applied to your
child’s balance. Easy-peasy.



“Traveling has helped me realize that no matter how much you know, there’s always more to learn along any adventure.”

J’Ron B., TX (Student)
2023 Global Citizen Scholarship Winner





A scholarship that helps students see the world

Travel has the ability to bring classroom lessons to life, unlock new potential, and open a world of possibilities. That's why we believe everyone should have the opportunity to go on tour. Through our annual **Global Citizen Scholarship**, we give up to 100 students from across the country \$1,000 off their EF tours.

It's easy to apply:

- Fill out a quick online application
- Have your child create a short video explaining how traveling will change the way they think or feel about the world

For more information, visit eftours.com/global-citizen

General Terms and Conditions

These Booking Conditions are valid for all EF tours departing after October 1, 2023. All tours are operated outside of the U.S. by EF Education First International, Ltd., Switzerland. EF Institute for Cultural Exchange, Inc. is a marketing service provider for that company and is referred herein together with EF Education First International, Ltd. as "EF."

WHAT'S INCLUDED IN THE PROGRAM PRICE?

- Round-trip airfare
- Accommodations in hotels with private bathrooms
- A Tour Director available 24 hours a day from when you arrive until you depart
- Breakfast and dinner daily in Europe. (For non-European destinations different meal plans may apply.)
- Sightseeing tours and excursions led by licensed local guides as specified
- Airport transfers and transportation between destination cities
- Transportation to all included activities
- Entrance fees and theater tickets as specified
- EF walking tours and Tour Director-led sightseeing as specified
- Cruises, trains, or ferries as specified
- Adult supplement (if applicable)
- 24-hour worldwide emergency service
- Support from EF representatives abroad
- EF backpack for each tour

The above apply to all tours unless otherwise noted on the tour itinerary. If we ever fail to provide you with any of the above, we will refund you its value upon your return from the tour.

WHAT'S NOT INCLUDED IN THE PRICE?

- Rooming supplement (if applicable)
- Optional excursions (except where indicated)
- Global Travel Protection plan or Global Travel Protection Plus plan (except where indicated)
- Beverages and lunches (except where indicated)
- Transportation to free-time activities
- Customary gratuities (for your Tour Director, bus drivers, and local guides)
- Portage
- Any applicable baggage-handling fees imposed by the airlines (see eftours.com/baggage for complete details)
- Expenses caused by airline rescheduling, cancellations, or delays caused by the airlines, bad weather, or events beyond EF's control (see next page for details)
- Passport, visa, and reciprocity fees or any other fees associated with entry to or exit from a specific destination

GROUP TRAVEL

How does group travel work?

We believe that all students should have the opportunity to travel, which means we do everything we can to keep our program prices the lowest in the industry without sacrificing quality. One of the ways we do that is by combining groups to fill a tour bus so that all travelers help cover the costs of the bus, the Tour Director, local guides, etc. Consolidating groups also allows travelers to meet students from other schools, although groups may not be of the same age level.

Therefore, in order for everyone to travel for the lowest price possible, group travel requires some flexibility. Each group submits its preferred tour choices and travel dates, and then we book all of the groups with the same requested tours on one specific departure date. Because EF is the largest student travel provider, it's rare that groups do not travel on their first-choice tour. However, on occasion, we may need to book your group on a backup tour. In the event we cannot offer for booking a tour comparable to your first-choice tour, travelers can opt to receive a full refund.

Once a program is booked, EF's Standard Cancellation Policy applies. EF strives to keep departure dates within two days of the requested date for tours departing October through April and within four days of the requested date for tours departing May through September. Your final tour itinerary and travel dates will be confirmed approximately two months prior to departure. In enrolling on a group travel program, you are also making the decision to travel with your chosen Group Leader who retains the ability to change the requested tour itinerary or travel dates on your and your group's behalf.

Anything else I need to know about my itinerary?

Based on your travel dates, there may be times when it becomes necessary to modify your itinerary. Sometimes this involves changing the order in which cities are visited, altering your length of stay in a city or country, or using an alternate airport. On certain days, especially holidays, some tour inclusions may be unavailable. In such cases, we will substitute different inclusions or provide a refund for missed inclusions after the tour. Tours are designed for students, as reflected in the pacing, accommodations, and other aspects of the tour.

PRIVATE GROUPS

What if my group wants to travel on our own without being consolidated?

If you want the privacy of your own tour bus and Tour Director, you can choose to travel as a private group. This option is available for an additional fee, which varies based on the final number of paying travelers. If your group fills a standard-size tour bus, the private group option is free. The itinerary may not be modified while on tour (i.e. you do not have the tour bus at your disposal); however, you are able to make certain tour modifications prior to the tour departure. Although your base itinerary will include only your group, you may be consolidated with others during optional excursions. Also, due to flight and hotel availability, we require the same departure date flexibility as described above. Please let EF know prior to your first enrollment if you would like to be a private group.

What if my group is traveling on a customized tour?

If your group is traveling on a customized tour, you will automatically be traveling as a private group. The tour price for your customized tour can fluctuate based on the group size and will be finalized based on the number of paying travelers at the time of departure.

ENROLLMENT

EF incurs substantial non-recoverable staff costs and other expenses from the time of initial enrollment in processing traveler applications, beginning the planning and preparation needed for your and your group's tour program, and offering flexible policies like the Peace of Mind program and eligibility for discounts on other EF programs. As a result, all travelers must pay a non-refundable, non-transferable \$95 enrollment fee to complete their enrollment. All traveler enrollment applications must be received by EF by at least 110 days prior to departure.

What is the cost of a name correction?

Travelers must provide their complete first, middle, and last names and dates of birth as they appear (or will appear) on their passports. Any corrections to match passport names made after 110 days prior to departure require that we change the flight reservation, resulting in a minimum fee of \$200 per airline up to the cost of a new published fare ticket. This may also result in a different flight itinerary from the rest of the group. Travelers who have not yet applied for a passport should provide their full name and date of birth as they appear on their birth certificate.

Are there discounts for repeat travelers?

After travel is completed on their first tour, repeat travelers will receive a \$100 repeat traveler discount off of the program fee for future tours. (EF Explore America repeat travelers will receive a \$50 repeat traveler discount off future EF tours.) Travelers who completed their first tour prior to 2003 or who cancel their tour prior to traveling are not eligible for a repeat traveler discount. The repeat traveler discount is nonrefundable, non-transferable, and has no cash value.

How do travelers enroll?

Enrollment Applications and payment can be submitted to EF in any of the following ways:

- Online: eftours.com/enroll
- Phone: 800-665-5364
- Mail:
 - EF Educational Tours
 - EF Center Boston
 - Two Education Circle
 - Cambridge, MA 02141

For your convenience, travelers are automatically enrolled in paperless billing. Travelers who prefer to receive invoices by mail may request this by logging into their account at eftours.com or by calling 800-665-5364.

Can a traveler enroll on a waitlist if the tour is full?

A waitlist will be offered for full tours. The \$95 non-refundable enrollment fee is required to enroll on a waitlist. If the applicant chooses to enroll on the waitlist, and then space becomes available on the tour, EF's manual payment plan and cancellation policies apply immediately. If space is not available by 14 days prior to departure or if the applicant cancels from the waitlist, the \$95 non-refundable enrollment fee will be refunded.

Can children under 11 go on tour?

We do not allow children under the age of 6 to travel with us. Travelers ages 6-10 must have an adult chaperone other than the Group Leader and will have to room with that chaperone. Travelers may choose to stay in a family room (a room with two twin beds and a cot) or in a twin (a room with two beds). Applicable fees will apply.

Can adults go on tour?

EF's published program prices are based on student rates for transportation, admissions, accommodations, etc. We welcome adults (those age 20 and older, including those who will turn 20 while on tour) but have to charge a per-person flat fee supplement of \$100 plus \$90 per night of the tour to cover the difference between student and adult rates. Adults will pay an additional \$30 per night for the sea portion of their tour on overnight ferries and cruises, where applicable. Please see next page for information on adult rooming. Groups comprised of a majority of adults must select the private group option. All adult travelers will be required to complete a background check through a third-party company prior to traveling. EF reserves the right to cancel any traveler if, in EF's sole discretion, it determines the results pose a risk to the group's safety or wellbeing.

LATE ENROLLMENTS

Can a traveler enroll after 110 days prior to departure?

Yes. A traveler may submit a late enrollment request 109 days to 14 days prior to departure. The traveler must enroll on the tour, pay a non-refundable \$200 late enrollment fee, and make full payment of the current program fee. The traveler will be placed on a waiting list while we check bus, flight, and hotel availability. The traveler is responsible for any additional charges that may apply. We may also offer an alternate flight to meet up with the tour or the option of arranging your own flight and buying the land-only portion of the tour.

If we are unable to place the traveler on a tour or the traveler does not wish to pay the additional charges, the traveler may cancel their enrollment request and receive a full refund, including the \$200 late enrollment fee and \$95 enrollment fee.

PASSPORTS, VISAS, OTHER TRAVEL DOCUMENTS & ENTRY REQUIREMENTS

Each traveler is solely responsible for obtaining prior to departure a valid passport, applicable visas, and any other required travel documents, as well as verifying and satisfying the entry and exit requirements necessary for each destination of the tour itinerary. This may include required medical documents, testing, or proof of vaccinations (including any requirement to provide proof of full and up to date COVID-19 vaccination). All U.S. passports must be valid for at least six months following the tour's return date, and travelers will need to provide passport information to EF by 110 days prior to departure. Non-U.S. citizens will need to contact the embassy or consulate of their destination countries to ensure they meet specific entry requirements. Remember to check your itinerary carefully for all countries that will be visited (including countries visited in transit). Visit the U.S. Department of State's travel website at www.travel.state.gov for more information. If a traveler is unable to obtain these travel documents or meet any applicable entry or exit requirement, EF's Standard Cancellation Policy will apply and travelers will be solely responsible for any incurred expenses.

CAN I HELP PROTECT MY INVESTMENT?

Global Travel Protection plan

Travelers can help protect their investment from the unexpected with the offered Global Travel Protection plan. Designed specifically with EF travelers in mind, this plan includes both pre and post departure benefits, which includes medical expense coverage that may apply on tour and tour cancellation for stated reasons such as serious injury or illness or financial hardship due to job loss. All benefits are subject to the limits, terms, and exclusions of the policy available at <https://riskstrategiestravel.com/efeducationaltours/>. Learn more at eftours.com/protection. The Global Travel Protection plan becomes non-refundable after any of the following occur: when you depart on your tour, when you file a claim, or 10 days after payment.

Global Travel Protection Plus plan

Along with providing the same benefits in the standard Global Travel Protection plan, travelers who purchase the Global Travel Protection Plus plan receive additional pre-tour cancellation benefits. Travelers are able to cancel their tour up to 24 hours prior to departure for any reason and receive a refund of their tour program cost (less the cost of the plan, the non-refundable enrollment fee, and other Non-Refundable Fees) through this EF provided cancel for any reason waiver benefit. Learn more at eftours.com/protection. The Global Travel Protection Plus plan must be purchased at the time of enrollment and is non-refundable after any of the following occur: when you depart on your tour, when you file a claim, or 10 days after payment.

FLIGHT INFORMATION

Which airlines are used by EF?

EF reserves seats with major airlines, including Aer Lingus, Air Canada, Air France, Air New Zealand, Alitalia, American, British Airways, Copa Airlines, Delta, Iberia, Icelandair, KLM, LATAM Airlines, Lufthansa, Qantas, Swiss, United, Virgin Atlantic Airways, and other U.S. and international carriers. Our contracts do not allow upgrades, stopovers, or the accrual of frequent flier miles.

What will my flights be like?

We always do our best to provide the most direct route to your destination city. However, due to available flight routings, we cannot guarantee non-stop or direct flights. Sometimes, groups may travel on an overnight red-eye flight, departing the evening before the tour is scheduled to begin. In rare cases, groups may have a domestic and/or international overnight, layover, and/or bus transfer. Based on seat availability and the size of the plane, we may not be able to accommodate all members of a group on the same flight, in which case the Group Leader will determine, where practical, which flight itinerary each traveler will travel. In such instances that a traveler is not satisfied with their flight assignment, standard cancellation fees apply. We are not able to pre-assign seating. Seat assignments will be provided upon check-in. Depending on your group's size, travelers may or may not sit together. Some countries may require aircraft insecticide treatment for inbound foreign flights. A list of such countries is available at eftours.com/insecticide.

Do I have to travel on all legs of my flight itinerary?

You must travel on all legs of your itinerary. If you do not travel on a portion of your flights, the remaining portions will be cancelled. You will be responsible for purchasing a new ticket as well as for any service fees charged by the airlines.

What happens if my flight is delayed?

EF is not responsible for airline schedule changes or mechanical, weather, or capacity-related flight delays; however, visit eftours.com/protection for benefits offered in the Global Travel Protection plan and Global Travel Protection Plus plan.

Are any airports interchangeable?

Flights to and from the following destinations may originate/end at any of the airports in that vicinity. On occasion, the tour may return to a different airport than the one you departed from.

- Chicago: O'Hare or Midway
- Dallas: Dallas/Fort Worth or Dallas Love Field
- Houston: George Bush Intercontinental or Hobby
- Miami: Fort Lauderdale or Miami
- New York: LaGuardia, JFK, or Newark
- San Francisco: Oakland, San Jose, or San Francisco
- Washington, D.C./Baltimore: BWI, Dulles, or Ronald Reagan National
- Los Angeles: Los Angeles, Ontario, Burbank, or Santa Ana
- Ireland: Cork, Shannon, or Dublin
- Italy: Milan or Venice
- Scotland: Edinburgh or Glasgow

Are there flight restrictions for travelers under 18?

Anyone younger than 18 years old traveling apart from the group without an adult companion must contact each airline on the minor's itinerary and may need to register as an unaccompanied minor per the airlines' policies. Any resulting fees will be assessed by the airlines and are the responsibility of the traveler. Travelers younger than 15 years old are not permitted to do individual special travel unless accompanied by an adult traveling on the tour. Additionally, travelers younger than 18 years old are

SPECIAL TRAVEL REQUESTS

EF is happy to provide stay-ahead/stay-behind options, alternate departure airports, and land-only tours for individual travelers or the whole group. If you have requested special travel arrangements, EF cannot guarantee that you will fly with your group in either direction.

What if the whole group wants to do a stay-ahead or stay-behind?

Where possible, EF will provide altered flight and/or land arrangements for a group of at least six paying travelers plus the Group Leader. Each traveler will have to pay any additional air and/or land costs. The Group Leader should submit one request for the whole group, which needs to be received prior to the first enrollment.

What if only one traveler has a special travel request?

Individual special travel requests should be submitted online at eftours.com by 110 days prior to departure. Please keep in mind that you should not make any actual arrangements—such as booking a flight or hotel—until your final tour itinerary and departure date have been finalized (around 60 days prior to departure). A \$200 service fee plus any additional air and/or land costs will be charged. Travelers younger than 15 years old are not permitted to do individual special travel unless accompanied by an adult traveling on the tour.

What are the types of individual special travel requests?

- Individual stay-ahead/stay-behind option: Where possible, EF will provide altered flight arrangements, according to a traveler's request. Travelers are responsible for making their own arrangements to and from the hotel or airport as well as all land arrangements pertaining to their individual itinerary.
- Alternate departure airports: Program prices are based on group departures. If an individual chooses to fly out of a different airport than the group, the program price of the alternate airport will apply. Travelers must depart from and return to the same domestic airport. Travelers are responsible for making their own arrangements to and from the hotel or airport as well as all land arrangements pertaining to their individual itinerary.
- Land-only tours: On certain tours, travelers have the option to make their own flight arrangements and join the tour at the first hotel on the itinerary. Travelers are responsible for making their own arrangements to and from the hotel or airport. In this case, the program price will be reduced depending on the length and destination of the tour. EF is not responsible for any travel-related delays or inconveniences for land-only travelers. Additionally, travelers younger than 18 years old are not permitted to travel land-only unless accompanied by an adult traveling on the tour.

EXCURSIONS

What are excursions?

EF offers these activities in addition to what is already included on the itinerary. Most Group Leaders choose to add excursions to all traveler accounts. If only part of the group plans to attend a planned excursion, the Group Leader must ensure that either a chaperone or Group Leader is available to supervise both parts of the split group.

When should I purchase excursions?

To secure a discounted price, most excursions need to be purchased by 50 days prior to departure (70 days for Versailles). Some excursions may be purchased on tour, though at an increased price.

Are excursions refundable?

If EF cancels an excursion (due to low enrollment, for example), travelers will receive a full refund for the excursion after returning home from tour. To receive a refund for an excursion that you simply no longer wish to be enrolled in, you must let us know by 50 days prior to departure or no refund will be given.

ROOMING

EF handles final rooming assignments for all travelers. We make rooming assignments based on the gender identified on your passport. If you tell us you identify as a different gender, we will work to accommodate you. Please ensure that all rooming requests are submitted by 110 days prior to departure.

How are students roomed?

Students will room in triples or quads with others of the same gender from the entire tour group. This means that students from different schools may room together. EF uses hotels with rooms that contain two double beds (beds for two people). Two students are expected to share each bed.

Can students request a twin room?

Students may request twin accommodations (a hotel room with two single beds) by submitting the name of their roommate. The following additional fees will apply:

- \$90 per hotel night per student

- \$120 per ferry or cruise night per student

How are adults roomed?

Adults are placed in twin accommodations (a hotel room with two single beds) with another adult of the same gender from the entire tour group, unless the name of a roommate has been provided. This will mean that adults from different schools/organizations may room together.

Can adults request a room with a double bed?

Adults can request double-bed accommodations (a room with one bed for two people) by providing EF with the name of their roommate by 110 days prior to departure.

Can adults request a single room?

Adults can request a single room for an additional \$90 per hotel, cruise, or ferry night. This fee is in addition to the standard adult supplement fees covered on the previous page.

MISCELLANEOUS

When does the tour officially start and end?

Each tour begins with the take-off from the departure airport and ends when the flight lands at the return airport. For those making their own flight arrangements, the tour begins upon arrival at the first EF hotel and ends upon departure from the last EF hotel, according to the itinerary. The official length of an EF tour does not include stay-ahead, stay-behind, or any optional periods or activities when travelers are not escorted by a Tour Director.

What if a refund is due?

Where applicable, refunds for overpayment will be issued upon request and after the most recent payment has been in the traveler's account for 21 days. Refunds will be issued back to the original form of payment unless that is no longer valid, in which case a refund check will be issued in the name that appears on the traveler's account. All refund checks are mailed 4-6 weeks after the request has been processed. There will be a non-refundable \$50 stop-payment fee for lost refund checks.

Non-Refundable Fees

Non-Refundable Fees are defined as the Enrollment Fee (\$95), Global Travel Protection plan cost, Global Travel Protection Plus plan cost and Manual Payment Plan Fee as well as any late fees, late enrollment fees, Automatic Payment Plan decline charges, return check/direct debit fees, late special travel request fees and canceled check fees which have been applied to the account at the time of cancellation.

What about lost belongings?

EF is not responsible for loss of passports, airline tickets, or other documents, or for loss of or damage to luggage or any other passenger belongings. In the case of lost travel documents, the traveler is solely responsible for meeting the airline's requirements (both logistical and financial) for ticket replacement. Should a traveler lose their passport during the tour, they are responsible for the costs of any additional hotel or flight costs associated with their trip delay while a replacement passport is in process. If the traveler is a minor, the traveler's parents are also responsible for any additional hotel or flight costs for the chaperone supervising the student during the trip delay.

What about travelers with food allergies?

EF recognizes that some travelers may have severe food allergies. We will do our best to ensure that our suppliers are informed of the situation, but we cannot guarantee that all requests will be accommodated. Travelers are responsible for making their own arrangements for all in-flight meals.

How can I protect myself from the risk of COVID-19 while on tour?

Taking personal responsibility for your wellbeing begins with packing any personal protective equipment and sanitizers you require. Adopt physical distancing and hygiene practices throughout your pre-trip travel arrangements and follow all health instruction, whether physical signage or requests from the Tour Director or our staff once on tour.

What items are prohibited from tour?

For the safety and well-being of all travelers, no firearms or any other weapons are permitted on tour except as required by law.

What if my tour dates do not fall in the range covered by these Booking Conditions?

Visit eftours.com/bc for the most recent version of the latest travel year's Booking Conditions.

PERSONAL DATA

EF will process your personal data in compliance with applicable data protection legislation for the purposes of completing your enrollment, customer service, the purchase of an offered travel protection plan, and providing you with the products and services related to your tour. This may entail sharing your personal data with corporate affiliates, claims handlers, insurance providers, and other business partners both within and outside the U.S., including to and within the EEA/Switzerland. We have put appropriate safeguards in place for such transfers of your personal data, including the standard data protection clauses adopted by the European Commission. EF may also use your personal data, combined with data from third parties, to market products and services based on your interests, including by email and SMS/text. You may contact EF at any time to unsubscribe from any direct marketing purposes.

We will only keep your personal data for as long as it is necessary for the purposes for which it has been collected or in accordance with time limits stipulated by law and good market practice, unless further retention is necessary for compliance with a legal obligation or for the establishment, exercise or defense of legal claims. We will keep your personal data for marketing purposes until you withdraw your consent.

If you have questions about the processing or use of your personal data, would like to have a copy of the information EF holds about you, or have inaccurate personal data corrected or erased, please contact Traveler Support at 800-665-5364.

PROTECTION FOR TRAVELERS' PAYMENTS

Traveler's tour money has protection in the unlikely event of EF bankruptcy, insolvency, or cessation of business under our participation in the United States Tour Operators Association (USTOA) \$1 Million Travelers Assistance Program. For program details and a list of its affiliates, contact USTOA by mail at 275 Madison Avenue, Suite 2014, NY, NY 10016, by email at information@ustoa.com, or online at USTOA.com.

Cancellations and Modifications**STANDARD CANCELLATION POLICY**

The cancellation policies outlined below take into consideration the costs EF incurs often years before groups ever depart. Notice of cancellation from an EF tour will only be accepted from the traveler, their legal guardian, or the Group Leader. The date of cancellation will be determined by the date on which EF receives notice. In order to qualify for refunds in accordance with EF's Standard Cancellation Policy, all payments must be received on time.

EF's Standard Cancellation Policy*

- *150 days or more prior to departure:* Full refund less the \$95 non-refundable enrollment fee, all Non-Refundable Fees, and a \$300 cancellation fee.
- *149 to 110 days prior to departure:* Full refund less the \$95 non-refundable enrollment fee, all Non-Refundable Fees, and a \$500 cancellation fee.
- *109 to 45 days prior to departure:* Full refund less the \$95 non-refundable enrollment fee, all Non-Refundable Fees, and 50% of the program price.
- *44 days or less prior to departure:* No refund will be issued.

*Travelers who purchase a Global Travel Protection plan have the option to cancel the trip until 60 days prior to departure due to reasons not covered by the insurance underwritten by United States Fire Insurance Company and to rebook to another EF Educational Tour within 30 days of such cancellation. Travelers are responsible for finding a new tour, and final placement is based on availability.

Such tour needs to take place within 180 days from cancellation, and any difference in price will be covered by the traveler (non-refundable fees from the original tour will not be put toward the rebooked tour). This benefit is not an insurance provided by United States Fire Insurance Company.

Travelers who purchase the Global Travel Protection Plus plan have the option to cancel with a non-insurance Cancel for Any Reason waiver benefit provided by EF Educational Tours. The non-insurance Cancel for Any Reason waiver benefit provided by EF Educational Tours provides a cash refund for trip costs paid (less the cost of the plan, the non-refundable enrollment fee, and other Non-Refundable Fees) to EF Educational Tours for cancellation prior to departure. For plans issued in New York, customers can purchase the non-insurance Cancel for Any Reason waiver benefit separately from the rest of the travel protection plan – for further details, please contact Risk Strategies at 877-974-7462 ext. 321.

Cancellation with replacement**

- *150 days or more prior to departure:* Full refund less the \$95 non-refundable enrollment fee and all Non-Refundable Fees.
- *149 to 110 days prior to departure:* Full refund less the \$95 non-refundable enrollment fee, all Non-Refundable Fees, and a \$100 substitution fee.
- *109 days or less prior to departure:* Replacements can no longer be accepted and EF's Standard Cancellation Policy will apply.

**Cancellation with replacement refers to a traveler who cancels but finds a person to replace them for the same program. The replacement's Enrollment Form must be submitted at the same time as the notification of cancellation.

GROUP LEADER CANCELLATIONS

A Group Leader must accompany travelers on every tour. If a Group Leader cancels for any reason, they will be asked to assign a new Group Leader. Any travelers who cancel at this point and choose not to travel with their replacement Group Leader will be treated as standard cancellations. If no replacement Group Leader is found, the affected travelers will need to cancel to be eligible for EF's Standard Cancellation Policy. Those travelers interested in being placed with a new tour group should contact EF at 800-665-5364. If we cannot find a new tour for these travelers, EF's Standard Cancellation Policy will apply.

CANCELLATIONS OR MODIFICATIONS REQUIRED BY EXTERNAL EVENTS BEYOND EF'S REASONABLE CONTROL

EF shall not be liable to any traveler for the need to cancel, modify, or postpone the tour as a result of events that are beyond EF's reasonable control. These matters include such "acts of God" or force majeure events as actual or threats of: epidemics or pandemics, or other public health issues or emergencies (such as but not limited to the current COVID-19 pandemic); severe weather events or natural disasters such as but not limited to hurricanes, earthquakes, tsunamis, tornadoes, fires, floods, volcanic activity, or landslides; war (whether declared or undeclared); terrorist activities; instability in a destination location; incidents of violence, riot, sabotage, civil commotion, or nationalization; strikes or labor disputes or lockouts; government orders, sanctions, actual or potential quarantines, or other restrictions affecting travel in, to, or around a location; disruption to transportation; chemical or radioactive contamination; or any other reason that makes it actually or potentially impossible or illegal for EF to conduct the tour as originally contracted. EF incurs substantial non-recoverable costs and expenses of its own in planning, preparing, and pre-paying amounts for such tours. Accordingly, if a tour cannot depart as originally scheduled or is interrupted for any such reason, travelers will receive an EF Future Travel Voucher in the amount of all monies paid less the cost of any purchased travel protection plan. In the event of a delayed or interrupted tour program, the amount of the Future Travel Voucher will be pro-rated for the missed portions of the tour. Cancellation, modification, or postponement by EF for causes described in this section shall not be a violation of its obligations to any traveler and will not be deemed a "failure" to provide travel services.

COVID-19 CANCELLATIONS, MODIFICATIONS, OR REQUIREMENTS

In the event external events beyond EF's reasonable control have not rendered a tour program impossible or illegal to depart as scheduled yet EF reasonably decides in its sole discretion that the program must nevertheless be cancelled, modified, or postponed due to health or safety concerns related to the COVID-19 pandemic or because issues related to the COVID-19 pandemic would affect the quality of the program, travelers acknowledge that EF's sole obligation to them will be to issue an EF Future Travel Voucher in the amount of all monies paid, less the cost of any purchased travel protection plan. In the event of an interrupted tour program, the amount of the Future Travel Voucher will be pro-rated for the missed portions of the tour. EF and the enrolled traveler agree that a cancellation, modification, or postponement by EF for causes described in this section shall not be a violation of its obligations to any traveler and shall not be deemed a "failure" to provide travel services.

EF is not responsible and shall not be liable to any traveler for any destination-imposed travel entry or exit requirement (including countries visited solely in transit), supplier-imposed requirements, or other travel related requirement related to COVID-19, including but not limited to vaccination, testing, or other public health requirements. Customers who are unwilling or unable to comply with such requirements and who choose to cancel their tour are subject to EF's Standard Cancellation Policy. EF also reserves the right in its sole discretion to, in good faith efforts to protect against health concerns, exceed destination-imposed travel or entry requirements and require full vaccination against COVID-19, pre-tour and on-

tour testing for COVID-19, and other public health measures for travelers to certain destination. Travelers who chose to cancel their enrollment upon notification of such requirements are subject to EF's Standard Cancellation Policy.

Peace of Mind Program

We understand that plans can change due to unforeseen circumstances. EF provides an exclusive Peace of Mind program to account for such situations. This program is automatically included for all travelers and can be enacted at the group level for any reason, including terrorism, pandemics, or other world events. Your Group Leader may choose from the following options:

45 days or more prior to departure

- Work with EF to modify your group's current tour itinerary and dates, or find a new tour, and apply all money paid to the new tour
- Cancel your tour and all travelers will receive a transferable Future Travel Voucher in the amount of all monies paid for the original tour, less the cost of any purchased travel protection plan
- Cancel your tour with applicable fees under the Standard Cancellation Policy

44 days or less prior to departure

Your Group Leader or the individual traveler will have the same Peace of Mind Options set forth above in the event: (i) any location(s) included in the group's itinerary is newly designated as a Travel Advisory Level 4 by the U.S. Department of State or (ii) U.S. federal or state governmental authority has newly imposed a travel ban to your destination, or newly issued an order requiring a self-quarantine for travelers in your group upon arrival to a location on your itinerary or upon return home from a location on your group's itinerary.

Peace of Mind Program Terms & Conditions

Benefits of the Peace of Mind program are only available to the entire group and not to individual travelers unless specifically indicated. Travelers missing any payment deadlines must pay any incurred late fees to qualify for this program. Revised tours must depart within 1 year of the original tour. If the revised tour has a higher price than the original tour, travelers will be required to pay the difference as a condition of traveling on the revised tour. If EF cannot accommodate a revised tour request and/or the group decides not to travel on the original tour, then the group may opt for Future Travel Vouchers. If the group does not travel on the original tour, travel on a revised tour, or receive a Future Travel Voucher, standard cancellation fees will apply.

Travelers cancelling from a revised tour will be charged a cancellation fee based on the date that the original tour was revised or the date of cancellation from the revised tour, whichever is higher. EF will make every effort to accommodate revised tour requests.

Future Travel Vouchers are valid up to 25 months from the month of the original tour's scheduled departure. Future Travel Vouchers are transferable at the face value of the voucher to members of the traveler's immediate family or school community. The Future Travel Voucher is not a merchandise credit or a gift certificate and may not be redeemed for cash unless specifically noted on the voucher. Travelers who had booked their program by redeeming a previously issued Future Travel Voucher may have different terms and options available to them based on the originally issued voucher terms.

Payment Plan Terms and Conditions

Should you choose the Automatic Payment Plan or Manual Payment Plan, the following Terms and Conditions apply.

AUTOMATIC PAYMENT PLAN

- Travelers must select a payment method of either direct debit from a checking account or an ATM/debit card (card must display the Visa or MasterCard logo).
- EF must have the checking account or card holder signature on the Enrollment Form, electronic signature, or verbal authorization indicating agreement to EF's Automatic Payment Plan Terms and Conditions before the plan is activated.

- A minimum of three months of automated payments are required. Travelers who are not eligible for the Automatic Payment Plan must pay in full upon enrollment or enroll in the Manual Payment Plan.
- Travelers must provide a valid email address and pay the tour's \$95 non-refundable enrollment fee before the plan is activated.
- Travelers who choose monthly payments must choose a date between the 1st and 26th of the month on which their account will be automatically debited.
- Travelers who choose bi-weekly payments must choose a weekday on which their account will be automatically debited.
- Due to weekends and holidays, EF reserves the right to debit the travelers' account up to three days after the scheduled date.
- The Automatic Payment Plan amounts are subject to change if tour items or payments (other than the Automatic Payment Plan) are added or removed in excess of \$20. All other items or payments totaling \$20 or less that are added or removed will only be reflected in the final payment.
- After the Automatic Payment Plan's final scheduled payment, any additional items are due at time of purchase. Payments will no longer be automatically deducted.
- A non-refundable \$50 fee will be assessed each time a payment is returned or declined. In these cases, the plan will be recalculated to have the missed payment redistributed across the remaining schedule. EF reserves the right to withdraw travelers from the plan for returns or declines in two consecutive payments. Should the final payment be returned or declined, travelers will automatically be withdrawn from the plan.
- Travelers are not charged late fees while enrolled in the Automatic Payment Plan. If the traveler opts to withdraw from the plan or is withdrawn by EF, the traveler will be enrolled in the Manual Payment Plan, and the non-refundable manual plan fee will be assessed.
- All of the above terms and conditions of the Automatic Payment Plan also apply to travelers on EF Tours for Girls programs.

MANUAL PAYMENT PLAN

- If travelers do not pay in full upon enrollment or choose the Automatic Payment Plan, they will be enrolled in the Manual Payment Plan and a non-refundable manual plan fee will be applied.
- Based on date of enrollment, travelers will be invoiced up to three payments. The first payment of \$500 is due 30 days after enrollment. The second payment of \$500 is due 90 days after enrollment. The remaining balance is due 110 days prior to departure.
- Based on date of enrollment, travelers on an EF Tours for Girls program will be invoiced up to four payments. The non-refundable enrollment fee of \$95 is due at the time of enrollment. The first payment of \$300 is due 60 days after enrollment. The second payment of \$500 is due 14 months prior to departure. The third payment of \$500 is due 9 months prior to departure. The remaining balance is due 110 days prior to departure.
- A late fee of \$100 will be assessed for any missed payment. All late fees are non-refundable.
- Travelers can pay with ATM/debit card, credit card (card must display the Visa or MasterCard logo), or personal checks.
- Payments made by personal check must be submitted with the traveler's name and account number.
- A non-refundable \$50 fee will be assessed each time a payment is returned or declined.
- Travelers are responsible for making on-time payments even if an invoice is not received.
- All payment due dates refer to the dates by which each payment must be received by EF.

- EF reserves the right to cancel the traveler's reservation if any payment is past due by 30 days (or 15 days after final payment).
- Payment for the Global Travel Protection plan or Global Travel Protection Plus plan is due at time of purchase, and the plan will not be purchased until payment is received.

Paperless Billing Terms and Conditions

For travelers enrolled in Paperless Billing, the following Terms and Conditions apply:

- Travelers will receive electronic invoices in connection with all information related to their EF account, including tour invoices, and other notices that are available in electronic format. Travelers understand this means that, once enrolled, they will not receive paper copies. Invoice reminders will be sent to the primary contact e-mail address that travelers provide on their enrollment form. Travelers may view and print invoices by logging into their account at eftours.com.
- EF is not responsible for any delay or failure to deliver any invoice, and travelers understand that nothing in these Terms and Conditions relieves obligation to pay any invoice.
- Travelers may elect not to receive electronic invoices and change to billing by US mail at any time by logging into account at eftours.com or by calling 800-665-5364.
- To the extent permitted by law, paperless billing is provided "as is" with faults and without warranties of any kind, either expressed or implied. Travelers assume all responsibility and risk for use of paperless billing. EF does not warrant that the information, processes, or services will be uninterrupted, or bug or error free.

Other Terms and Conditions

The terms and provisions of these Booking Conditions supersede any other warranties, representations, terms, or conditions, unless they are expressly stated within a Booking Conditions Addendum or in a letter signed by an EF officer. While EF makes every effort to ensure the accuracy of its publications, it cannot be held responsible for typographical or printing errors (including prices).

Enrolling travelers acknowledge that EF may change the Booking Condition terms from time to time and those changes become effectively immediately. Notice will be provided to you in the event of a material change. A traveler's continued use of EF's services following such notice constitutes acceptance and agreement to be bound by such changes. Travelers agree that the current version of the Booking Conditions in effect at the time of travel or cancellation applies to their tour program.

The tour operator for your trip is EF Education First International, Ltd., Selnaustrasse 30, 8001 Zurich, Switzerland, organization number CHE-109.874.655, VAT number CHE- 116.325.678 MWST. EF Institute for Cultural Exchange, Inc. is an affiliate of EF Education First International, Ltd. and acts only as a marketing services provider for that company. EF Institute for Cultural Exchange Inc. is not an agent of EF Education First International, Ltd., does not provide any goods or services for your trip, and is located at Two Education Circle, Cambridge, MA 02141 (t: 800-665-5364). The services provided are tax-exempt with credit in accordance with Swiss Federal Law with regard to VAT Article #23.

EF is a registered as a "Seller of Travel" as defined by travel regulations in the following states: Florida (Reg. No. ST36778); California (Reg. No. 2015641-20); Washington (Reg. No. 603084928).

DIVERSITY, EQUITY, INCLUSION AND BELONGING

EF is committed to providing an inclusive tour experience, and all of our travelers play a role in this. On tour, you will meet people who represent a variety of backgrounds and beliefs and explore diverse cultures and histories. Our goal is to create an environment that celebrates these differences and fosters learning more about the world, yourself, and yourself in the world.

EF's Rules of the Road

When you enroll on tour, you agree to EF's Rules of the Road, which can also be found on your personalized website. If you do not conform to these regulations or any specific rules set by your Group Leader, you risk dismissal from the tour, returning home at your expense with no refund for the missed tour portion. Decisions regarding tour dismissal are up to EF and/or your Group Leader.

All travelers must adhere to the following regulations while on tour:

1. All scheduled activities are obligatory. If you are sick, have signs of becoming sick, or have a physical ailment that might prevent you from participating in an activity, you must tell the Group Leader, who should notify the Tour Director.
2. If you want to visit friends or relatives in a destination country, your Group Leader must be told before the tour begins. Please complete the Tour Leave Form, found under Forms and Resources on the Help Center (eftours.com/help-center), to receive permission for the visits. You must then give the form to your Tour Director upon arrival.
3. You are expected to respect the nightly curfew that your Group Leader may set for your own safety and security. Room checks will be conducted at the Group Leader's discretion. Visitors or group members of the opposite gender are not permitted in your room.
4. Smoking is not allowed on buses, during meals, in hotel rooms, or in any other shared, enclosed space.
5. Hitchhiking and the driving or renting of any motor vehicle is strictly forbidden for all travelers.
6. You are required to pay for any phone calls or incidental personal expenses incurred at hotels. These will be payable the evening before departure at each hotel.
7. Travelers under the age of 18 may not consume alcohol on tour. Travelers over the age of 18 (or older, if local laws require) may consume beer or wine in moderation. The consumption of hard liquor is strictly forbidden. Group Leaders and/or parents may prohibit all alcohol consumption at their discretion. Excessive drinking by any traveler will not be tolerated and will result in dismissal from tour at the traveler's own expense.
8. Illegal activities will not be tolerated and are punishable by immediate dismissal from the tour. If you are involved in any illegal activities, all costs to return home are at your own expense. If the local authorities are involved, you will be subject to the laws of the country you are visiting.
9. Payment for damage done to hotel rooms or to buses is your responsibility. If you notice any damage upon arrival at a hotel, you should notify the Tour Director immediately.
10. EF is committed to creating a safe and comfortable environment for all travelers, and diversity, equity and inclusion are an integral part of our mission to break down barriers through educational travel. Harassment, bullying or discrimination aimed at other travelers, suppliers or staff on the basis of gender identity, age, sexual orientation, disability, physical appearance, race, ethnicity, religion or any other factor will not be tolerated and may result in a participant's dismissal from tour.

Release and Agreement

I (or parent or legal guardian if enrollee is under 18 or a minor under any other applicable law) have read, understand and agree to the following in exchange for enrollment on an EF Educational Tour:

1. I acknowledge and understand that my tour is operated outside of the U.S. by EF Education First International, Ltd., Switzerland, and that EF Institute for Cultural Exchange, Inc. acts only as a marketing service provider for that company.
2. EF Institute for Cultural Exchange, Inc., EF Education First International, Ltd., and their affiliated companies, partners, and any companies acting on their behalf, along with their officers, directors, employees, agents, and authorized

- representatives (collectively referred to herein as "EF") do not own or operate any entity which is to or does provide goods or services for my program, including, for example, hotels; arrangements for, ownership of, or control over houses, apartments, or other lodging facilities; tour directors; airline, vessel, bus, or other transportation companies; local ground operators; visa processing services; providers or organizers of optional excursions; or food service or entertainment providers; etc. I acknowledge that all such persons and entities, specifically the Tour Director assigned to my tour, are independent contractors and not employees or agents of EF. As a result, EF is not liable for any negligent or willful act or failure to act of any such person or entity or of any third party.
3. Without limitation, EF is not responsible for any injury, loss or damage to person or property, death, delay, or inconvenience in connection with the provision of any goods or services occasioned by or resulting from, but not limited to, acts of God; force majeure; acts of government; acts of war or civil unrest; insurrection or revolt; strikes or other labor activities; public health issues or emergencies, epidemics, pandemics, plagues, outbreaks of infectious disease, mass-illness; criminal, terrorist, or threatened terrorist activities of any kind; overbooking or downgrading of accommodations; structural or other defective conditions in houses, apartments, or other lodging facilities (or in any heating, plumbing, electrical, or structural problem therein); mechanical or other failure of airplanes or other means of transportation or for any failure of any transportation mechanism to arrive or depart timely or safely; financial failure or other defaults by suppliers; dangers associated with water-based activities; dangers associated with or bites from animals, insects, or pests; sanitation problems; food poisoning; lack of access to or quality of medical care; difficulty in evacuation in case of a medical or other emergency; or any negligent or willful act or failure to act of any third party or for any other cause beyond the direct control of EF.
 4. I agree to release EF and my school, my school district, my school board, my Group Leader, and Tour Director (collectively, the "Released Parties") from, and agree not to sue the Released Parties for, any and all claims of any nature related in any manner to my participation in an EF-sponsored tour or a Service Learning Tour, including, but not limited to, claims for negligence, breach of contract, breach of express or implied warranties, negligence or wrongful death, or any statutorily based claim. I hereby unconditionally and unequivocally waive any and all claims and demands for all damages, losses, costs and expenses of any nature whatsoever (including attorneys' fees) on account of or arising out of any and all personal injury, death, bodily injury, mental anguish, emotional distress, or property or other damage that I may suffer from any cause whatsoever related in any way to my participation in any EF-sponsored tour or a Service Learning Tour.
 5. I understand that travel in other nations is not similar to travel within the United States. Travel outside of the United States can involve inconvenience and risk, including, but not limited to, forces of nature, geographic and climatic conditions, different hygienic standards, infrastructure problems (including road maintenance, transportation delays and accommodation conditions), civil unrest, vandalism, crime, political instability, and terrorism. Medical services or facilities may not be readily available or available at all during all or part of a program and, if available, may not be equal to standards in the participant's home country. I understand that a Service Learning Tour is a physically demanding excursion in a developing country, and I knowingly assume the risks of such an excursion. I further understand that different parts of the world present unique health, disease, and safety concerns, and I agree to review any specific risks related to my destination by visiting the U.S. Centers for Disease Control and Prevention's Traveler's Health website at www.cdc.gov/travel and the State Department's International Travel website at travel.state.gov/content/travel/en/international-travel.html. I assume all risk of bodily injury, death, emotional trauma, property damage, inconvenience, and/or loss resulting from negligence or any other acts of any and all persons or entities, however caused, including, but not limited to, those risks mentioned above. It is my intention fully to assume all of the risks of travel and participation in the program and to release the Released Parties from any and all liabilities to the maximum extent permitted by law.
 6. I further agree to release the Released Parties from any and all decisions to cancel, modify, or delay the tour as a result of unforeseeable events that are beyond the reasonable control of EF or which become necessary or advisable for my safety or for the quality of the tour experience.
 7. I agree that this Release applies to and binds myself and my minor child enrolling on tour (if applicable) along with my personal representatives, executors, heirs, and family.
 8. In addition, EF shall have no responsibility for me whatsoever when I am absent from an EF-supervised activity or for non-supervised activities, such as visits to friends or relatives or during stay-ahead/stay-behind option periods or any other optional period or activity when not escorted by a Tour Director.
 9. My tour begins with the takeoff from the EF departure airport and ends upon completion of the flight back to the origination (or other arrival) airport.
 10. The air carrier's liability for loss of or damage to baggage or property, or for death or injury to person, is subject to and limited by the airlines' contract of carriage, its tariff, the Montreal Convention or Warsaw Convention and their amendments or both.
 11. EF or my Group Leader reserves the right to refuse or cancel my registration at its sole discretion in the event my participation would negatively affect the wellbeing or satisfaction of me or my travel group or if EF or my Group Leader cannot in its sole discretion accommodate a medical or behavioral health condition. In such event, EF's Standard Cancellation Policy as outlined in the Booking Conditions apply.
 12. I agree to abide by EF's regulations and the directions of my Group Leader, my Tour Director, and EF's personnel during my tour. Failure to do so may result in my Group Leader or EF terminating me from the tour immediately. I understand that to disobey such rules or directions is to waive the right to a refund of any part of my program price, and that my Group Leader or EF may then send me home at my own expense.
 13. I agree to abide by all local laws, regulations, and governmental advisories for all locations of my tour while abroad. I understand that if I refuse to follow, abuse, or disobey those laws, even unintentionally, I waive my right to a refund of any part of the program price, and my Group Leader or EF may send me home at my own expense. I also understand that, should local authorities be involved, I will be subject to the laws of the country I am visiting.
 14. If I become ill or incapacitated, EF and their employees, my Tour Director, or my Group Leader, may take any action they deem necessary for my safety and wellbeing, including notifying parents/guardians and/or securing medical treatment (at my own expense) and transporting me home. EF retains the right, in its sole discretion, to contact the traveler's parents/guardians with regard to health issues or any matter whatsoever that relates to the traveler's tour. These rights transcend any and all privacy regulations that may apply. In the event of a medical emergency, EF will attempt to cause appropriate treatment to be administered, and the traveler authorizes EF to do so. EF, however, makes no warranty that it will be able to cause effective (or any) emergency treatment to be administered or to be timely administered.
 15. I have made the choice to travel with the teacher/Group Leader organizing my group. I understand that this choice is not the responsibility of EF. I understand that my Group Leader is able to make decisions on my behalf, including but not limited to changing the group's requested tour or travel date and requiring that I purchase items such as the Global Travel Protection plan and optional excursions. I understand that a Group Leader must accompany me on tour. If my Group Leader cancels for any reason, EF will ask them to assign a new Group Leader. If I cancel at this point and choose not to travel with the replacement Group Leader, I will be treated as a standard cancellation. If no replacement Group Leader can be found, I will need to cancel and EF's Standard Cancellation Policy will apply. I may also request that EF place me with a new tour group. If EF cannot find a new tour group for me, EF's Standard Cancellation Policy will apply.
 16. If I will be age 20 or older at any time during my tour, I acknowledge that EF will conduct a criminal background check ("CBC") as a pre-condition to travel. If such a traveler refuses to consent to the CBC, it will be deemed a cancellation and EF's Standard Cancellation Policy will apply.
 17. This Release and Agreement and EF's Booking Conditions constitute the entire agreement between EF and me with reference to the subject matter herein, and I do not rely upon any promises, inducements, marketing materials, or agreements not herein, including, but not limited to, any oral statements made to me by any agents or employees of EF or by my school or Group Leader. This agreement may be amended or modified only in a writing, signed by EF. The waiver by EF of any provision of this agreement shall in no way affect the remaining provisions of this agreement, and this agreement shall be interpreted as if such clause or provision were not contained herein.
 18. This agreement and performance hereunder shall be governed in all respects by the substantive laws of the Commonwealth of Massachusetts. In the event of any claim, dispute, or proceeding arising out of my relationship with EF, or any claim which arises between the Parties, whether or not related to this agreement, the literature for the trip or the trip itself, it shall be resolved solely in courts of the Commonwealth of Massachusetts and/or the United States District Court for the District of Massachusetts.

19. For travelers in Utah only: This tour is not sponsored by any public school, public school district, or other public entity and is operated and organized by a privately owned company.
20. EF may use any film or digital likeness taken of me and any of my comments while on an EF tour as well as any project work (including, but not limited to, online learning programs offered by EF) for future publicity without compensation to me and also use my contact information for future EF promotions. I have read and agreed to the Terms of Use and Privacy Policy outlined at eftours.com/legal-notice and I consent to EF's processing of my personal data.
21. I have read and agreed to the Terms of Use and Privacy Policy outlined at eftours.com/legal-notice, and I consent to EF's processing of my personal data as set forth on page 19.

LIMITED POWER OF ATTORNEY

For parents/guardians of travelers under the age of 18 or a minor under any applicable law

The tour itinerary may include certain activities (such as whitewater rafting in Costa Rica) that may require the Group Leader to sign a release on behalf of the travelers (who are minors and cannot sign for themselves) in order to allow participation. This Limited Power of Attorney allows the Group Leader to execute these documents on your behalf should the need arise. Your execution of this Limited Power of Attorney is voluntary, and if you choose not to grant this Limited Power of Attorney, your child may still participate in the tour but may not be able to participate in some tour activities. With regard to said activities:

1. I understand and agree that my child, with my permission, has voluntarily chosen to participate in the activities, and we assume all dangers and risks associated with the activities.
2. I do hereby delegate to the Group Leader a "Limited Power of Attorney" and full authority to sign any documents, including, but not limited to, liability releases, permission slips, waivers, and/or any other type of participation agreement required by the operators of any activity for participation. By signing the EF Educational Tours Enrollment Form, I understand and agree to the above.

BRISCILLA



SHANII

One trip. Two changed lives.

Traveling to the other side of the world is no small feat—something that 16-year-old Shanii and her mother Briscilla were well aware of. After overcoming a bit of initial nervousness, both mother and daughter experienced some big changes. Here's their story.

On letting go

"The tour was like a test. Like, if she can make it in China then she can go anywhere. As a parent, you want to prepare your child to fly, and her going to China was exactly that. Yes, you're freaking out, but you can do this." —Briscilla

On making it happen

"When I saw the tour to China, I was like, 'Mom, listen. I have to go to China.'" —Shanii

"I don't think for parents there's such a thing as a dumb question, especially when your kid is going away. Sometimes you just get nervous and when you read something, it doesn't stick. But when EF tells you, it makes sense." —Briscilla

On cultural differences

"It's surprising how much you learn by going to another country without realizing it, and how different people can be while still being people. And it helps you realize how similar people can be but still be different." —Shanii

On moving away for college

"I was like, 'Well, I went to China. How hard can Boston be?' It's not that far. It's still the U.S., so I thought, 'Yeah, I got this.'" —Shanii

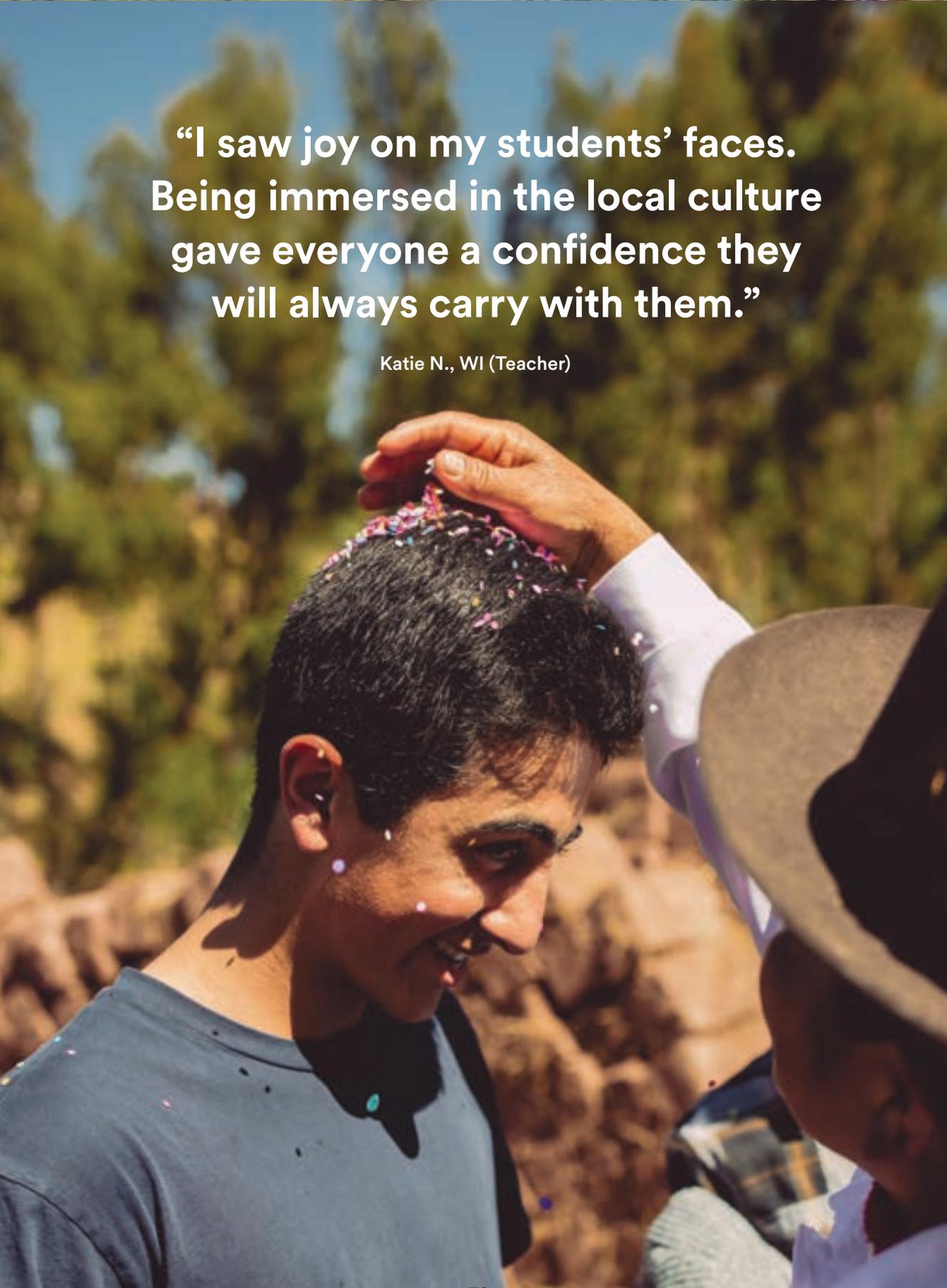
On showing them the world

"It was just a few days, but it's totally changed her perspective on how the world works. When you go out into the world and you're able to talk to new people, change is inevitable. You evolve and grow. And I saw that change in her." —Briscilla



Hear the full story:

Scan the code with your phone's camera or visit eftours.com/gettingthere

A young man with dark hair is smiling, looking down. His hair and face are covered in colorful confetti. A hand is on top of his head, also covered in confetti. The background is a blurred outdoor setting with trees. The image is framed by a decorative border of colorful, textured fabrics.

**“I saw joy on my students’ faces.
Being immersed in the local culture
gave everyone a confidence they
will always carry with them.”**

Katie N., WI (Teacher)

**“This experience took our daughter
out of her comfort zone in so many ways.
She came home changed.”**

Teresa R., NC (Parent)



**Ready to give your child a global perspective?
Enroll them on tour today.**



Visit
eftours.com/enroll



Contact our
Traveler Support Team
at 800-665-5364



Live chat with us
online at eftours.com

Travel Insurance (Not Required, but recommended)

Individual Coverage

<https://www.eftours.com/help-center/policies/coverage-flexibility#individual>

Travelers can choose to enroll in one of the Global Travel Protection plans, both of which are designed specifically with EF travelers in mind. These affordable plans provide pre-departure and on-tour benefits, including medical expense coverage that may apply on tour and tour cancellation for the stated reasons below. Please read on for additional coverage details, as well as deadlines to purchase each Global Travel Protection plan.

	 GLOBAL TRAVEL PROTECTION	 GLOBAL TRAVEL PROTECTION PLUS
COVERAGE		
Program cancellation	Covered for limited and pre-defined reasons	Any reason up to 24 hours prior to departure
Program interruption	✓	✓
Illness & accident	✓	✓
Baggage & property	✓	✓
Flight delay	✓	✓
Emergency evacuation	✓	✓

Global Travel Protection Plan

Cost: **\$190***

Can be added from the time of enrollment up until 45 days before departure. To purchase this plan, log in to your EF account [here](#).

Trip Cancellation coverage

This plan includes Trip Cancellation coverage. If a traveler needs to cancel a trip due to reasons specified in the plan, this reimburses non-refundable pre-paid payments.

Illness and accident coverage

Provides benefits related to hospital bills, doctors' fees, and medical transportation associated with on-tour illnesses or injuries, as well as travel and accommodation expenses for a family member to be with your child while hospitalized in the event of a life-threatening illness.

Trip Interruption coverage

This plan includes Trip Interruption coverage. If a traveler needs to interrupt a tour due to serious injury or illness, this provides a benefit.

Protection for your belongings

Coverage for baggage in cases of theft or delay.

Trip delay coverage

Coverage for expenses due to trip delays (lodging, food, and other reasonable expenses plus limited reimbursement of unused, forfeited, prepaid non-refundable payments for travel arrangements).

Emergency evacuation coverages

This plan includes coverages that can provide a benefit in the unlikely event a traveler should need to return home unexpectedly due to a natural disaster or unrest.

Non-Refundable Fees are outlined in EF's [Booking Conditions](#).

The Global Travel Protection plan includes insured components that are underwritten by United States Fire Insurance Company, a cancellation fee waiver benefit provided by EF Educational Tours, and non-insurance assistance services provided by Falck Global Assistance. You can find further details of the policy, coverage limits, and exclusions [here](#). The Global Travel Protection plan becomes non-refundable after any of the following occur: when you depart on your tour, when you file a claim, or 10 days after payment.

**\$190 is the current price for tours departing on or after October 1, 2023.*

Global Travel Protection Plus Plan

Cost: **\$590***

*The Global Travel Protection Plus plan must be purchased when you book your tour. To purchase this plan, please call **800-665-5364** to speak with one of our Traveler Support Specialists.*

Cancel for Any Reason**

The Global Travel Protection Plus plan provides a refund of the Program Price (minus the cost of the plan and other non-refundable fees) if your child needs to cancel their tour up to 24 hours prior to departure for any reason.

Illness and accident coverage

Provides benefits related to hospital bills, doctors' fees, and medical transportation associated with on-tour illnesses or injuries, as well as travel and accommodation expenses for a family member to be with your child while hospitalized in the event of a life-threatening illness. Subject to policy limits and exclusions.

Trip Interruption coverage

This plan includes Trip Interruption coverage. If a traveler needs to interrupt a tour due to serious injury or illness, this provides a benefit.

Protection for your belongings

Coverage for baggage in cases of theft or delay.

Trip delay coverage

Coverage for expenses due to trip delays (lodging, food, and other reasonable expenses plus limited reimbursement of unused, forfeited, prepaid non-refundable payments for travel arrangements).

Emergency evacuation coverages

This plan includes coverages that can provide a benefit in the unlikely event a traveler should need to return home unexpectedly due to a natural disaster or unrest.

Non-Refundable Fees are outlined in EF's [Booking Conditions](#).

**\$590 is the current price for travelers who enrolled on or after Jan 1, 2024, and are traveling on or after October 1, 2024.*

***The Global Travel Protection Plus plan includes insured components that are underwritten by United States Fire Insurance Company and non-insurance assistance services provided by Falck Global Assistance. The Global Travel Protection Plus plan also includes a non-insurance Cancel for Any Reason waiver benefit provided by EF Educational Tours. The non-insurance Cancel for Any Reason waiver benefit provided by EF Educational Tours provides a cash refund for trip costs paid to EF Educational Tours for cancellation prior to departure. For plans issued in New York, customers can purchase the non-insurance Cancel for Any Reason waiver separately from the rest of the travel protection plan. For further details, please contact Risk Strategies at 877-974-7462 ext. 321. The Global Travel Protection Plus plan becomes non-refundable after any of the following occur: when you depart on your tour, when you file a claim, or 10 days after payment.*

For additional details regarding the insurance components of this plan, underwritten by US Fire Insurance Company, including coverage limits and a full list of exclusions, please [visit this page](#). For information on filing a claim, visit the [Filing a Claim](#) article.

COSTA RICA: A TOUCH OF THE TROPICS

Dates: Spring Break 2027 **Airport:** MSP

**All meals are included and eaten as a group.*

Day 0 - M/SP	<ul style="list-style-type: none"> ● Bus from CHS to MSP ● All will stay at a hotel in the cities
Day 1 San José	<ul style="list-style-type: none"> ● Fly to Costa Rica ● Meet tour director / ● Dinner in San José
Day 2 San José / Arenal region	<ul style="list-style-type: none"> ● Coffee tour - learn how Costa Rica's plantations produce some of the world's best beans. Explore the entire supply chain of the famous Costa Rican coffee bean, from the fields where it's grown to the cafes where it's brewed, and discover the essential role coffee plays in the country's agriculture and economy. ● Hike through Arenal Volcano National Park. ● Travel to the Arenal región. <i>The perfect conical shape that emerges from the green hills of Alajuela is the fascinating Arenal Volcano. Overlooking the San Carlos Plain and the Pacific lowlands, this mile-high volcano has been active for the past 7,000 years. Not only does the volcano serve as a watershed for the lake, but it also provides thermal energy for the nearby hot springs</i>
Day 3 Arenal region	<ul style="list-style-type: none"> ● Kayaking trip along Lake Arenal. ● Hike to La Fortuna Waterfall / Swim ● Relax in the hot springs. ● Local Cultural exchange with Costa Rican teachers and students
Day 4 Monteverde	<ul style="list-style-type: none"> ● Travel to Monteverde, the Green Mountain region situated near the Continental Divide that contains a spectacular range of flora and fauna in six distinct ecological zones. ● Local food workshop - <i>Students will create some of Costa Rica's culinary specialities during a visit to a local working mill / farm</i> ● Explore Monteverde
Day 5 Monteverde	<ul style="list-style-type: none"> ● Tour the Santa Elena Cloud Forest - look for the rare orchids and elusive quetzal birds that thrive in the perpetual soft mist. At this altitude, you'll literally walk through clouds! ● Ziplining adventure through the Costa Rican canopy.
Day 6 Central Pacific Coast	<ul style="list-style-type: none"> ● Travel to the Central Pacific coast. ● Rainforest Adventures Park - ride the aerial tram above the canopies, hike a nature trail, and ● Visit a butterfly sanctuary. ● Crocodile safari boat cruise - an up-close look at life in the river habitat.
Day 7 Manuel Antonio	<ul style="list-style-type: none"> ● Manuel Antonio National Park. <i>We will hike to this secluded, pristine beach area (no motors allowed). Bring walking shoes, water, towel, and lots of sunscreen.</i>
Day 8 - Sarchi / San José	<ul style="list-style-type: none"> ● Travel to Sarchi - This is where the Costa Rican Ox carts are made <ul style="list-style-type: none"> ■ Shop the handicrafts of Sarchi ● Travel to San José ● Put on your best outfit for a Folklore evening of Costa Rican traditional dances by a local dance troupe (we will dance too!) and a special dinner.
Day 9 - San José / HOME	<ul style="list-style-type: none"> ● Fly to MSP ● Bus home from MSP to Cloquet High School (arrive home around 9pm)

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Day 9 - San José / HOME	<ul style="list-style-type: none"> ● Fly to MSP ● Bus home from MSP to Cloquet High School (arrive home around 9pm)

		<p><i>admire the mosaics and fountains of Plaza de España, centerpiece of the 1929 Ibero-American Fair.</i></p> <ul style="list-style-type: none"> ● Visit Seville's Cathedral. ● Travel to the Costa del Sol.
Day 8 6/7	C.del Sol	<ul style="list-style-type: none"> ● Time to see more of Costa del Sol and the beach or ● visit Gibraltar (optional).
Day 9 6/8	C. del Sol	Participate in a "Spirit of Andalusia" tour with your Tour Director: olive oil factory; traditional meal at local village; Historical House Museum.
Day 10 6/9	FLY HOME	Depart for home Take LSC bus from MSP airport to CHS Arrive at CHS around 8:00pm

BEHAVIOR CONTRACT: STUDENT RULES AND REGULATIONS

The Spanish department programs offer many unique opportunities and experiences. Beyond the educational benefits, the trips offer opportunities to form new friendships and to meet the challenges of independence.

These trips promote a program atmosphere where chaperones and students support one another with genuine respect. As a student participant, it is your responsibility to help make the trip a positive and enjoyable experience for yourself, fellow students, and chaperones. All participants are expected to demonstrate high standards of conduct and to accept personal responsibility and consequences for their actions. You are expected to exhibit honesty, courteousness, and consideration toward others. This includes those in your group, as well as anyone else with whom you may come in contact, such as motorcoach drivers, guides, and restaurant and hotel staff.

Our goal is to make this program an educational, safe, and enjoyable experience for everyone. We require your cooperation and commitment to the following behavior standards to help us meet this goal.

We expect all participants to obey the following rules of behavior:

- Follow the directions and the rules and regulations established by the Group leader and the Tour Director (local teacher) both prior to and during the trip.
- Participate in all activities - if they are unable to participate due to health, the parents will be contacted and the parents must arrange and pay for their flight home.
- Alcohol and Tobacco – No use of tobacco or non-prescription drugs is allowed. No consumption of alcoholic beverages is allowed for any Cloquet High School students.
- Drugs –International laws and penalties with regard to the possession and usage of narcotics are more severe than those in the United States. Whether a juvenile or adult, you are out of the U.S. government jurisdiction. All drug use is strictly prohibited. Drug paraphernalia is forbidden to buy or to bring on the trip.
- Arrests – participants arrested by foreign authorities are not the responsibility of EF. If arrested, the student may be subject to prosecution by local law enforcement authorities and must understand that EF has no obligation to defend him/her in such proceedings. Parents and guardians will be informed of the phone number and address of the appropriate law enforcement agency to contact.
- Comply with all rules and regulations of the various governmental and vendor agencies (such as airlines, hotels, bus companies, etc.)
- Respect and follow the directions of the chaperones, Program Leader, and staff.
- The use of hotel facilities carries with it the responsibility of leaving them in the same conditions in which they were found. The participant is responsible for any damage.
- Quiet hours at the hotel will be observed from 11:00PM until 6:00AM.
 - Curfew at the hotel is 11:00PM (Unless otherwise stated by the Lead teacher). Students must remain in his/her room until the start of the following day's activities.
- Students may not leave the group at any time unless specifically authorized to do so by the chaperones.
- Sleep in his/her assigned hotel room each night.
- Students must stay out of rooms to which they are not assigned. Groups can use the hotel commons area.
- Good common sense, respect, and consideration for others and their property should be practiced daily.
- Be responsible for keeping safe possession of his/her passport and other travel tickets and documents.
- Be punctual. Arrive on time or early to all meals, meetings and meeting points
- Be a good representative abroad for CHS, Cloquet, MN and the USA
- Have Positive Attitude / Get along well with others (let the little things go). Be patient with others in the group. (Traveling abroad with activities each day can be stressful for some).
- Be curious and ready/eager to learn each day (or fake it until you make it when we have guest speakers, local historians, guides or teachers talking to us).
- Be comfortable rooming with three other students of the same gender and be respectful of your roommates need for quiet time to rest.

If the student should violate any of these rules, he/she may be sent home at the sole discretion of the chaperones. In such cases, the parent/guardian will be contacted and the student sent home at the parent's expense.

Student Contract: I have read, and I understand the behavior rules and regulations of this tour. I agree to comply with all of these rules and regulations.

Student signature _____

Date _____

Parent Contract: I have read, and I understand and support the rules and regulations of this tour. I represent that my child or ward has read the rules and regulations and has agreed to comply with all of them. It is understood that the signature on this behavior contract of one parent or guardian implies the consent of the other.

Parent signature _____

Date _____

For adults traveling on this trip, these are the expectations:

- Set an example by following the **Student's Rules of Behavior**
- Always remember: This is a **STUDENT** trip. - **PUT THE STUDENTS FIRST IN EVERYTHING!**
- Help out whenever needed.
- Be a **positive** example - NEVER complain in front of the students (discuss concerns with the teacher leader privately).
- Be kind to ALL students.
- Learn the names of ALL students.
- Make ALL students feel welcome, help them enjoy the trip.
- Help meet any needs students have.
- Be comfortable rooming with one other adult of the same gender.
- Be able and willing to lead a small group of students to eat lunch or to explore areas of interest when students are given free time (and breaking into smaller groups is best).
- Be able and willing to do room checks at night.
- Be able and willing to do morning wake up rounds.
- Have an international phone plan to be able to call/text students or their parents when needed.

Adult traveler signature _____

Date _____

The Spanish teachers, along with any other teachers or adults that opt to come along, do room checks to ensure that all kids are safe. The curfew is mainly for safety, but it is also so that they are well rested and get all they can out of this trip. We have class everyday and they need to be well rested for the immersive experiences of each day. ⁸⁸

General Terms and Conditions

These Booking Conditions are valid for all EF tours departing after October 1, 2023. All tours are operated outside of the U.S. by EF Education First International, Ltd., Switzerland. EF Institute for Cultural Exchange, Inc. is a marketing service provider for that company and is referred herein together with EF Education First International, Ltd. as "EF."

WHAT'S INCLUDED IN THE PROGRAM PRICE?

- Round-trip airfare
- Accommodations in hotels with private bathrooms
- A Tour Director available 24 hours a day from when you arrive until you depart
- Breakfast and dinner daily in Europe. (For non-European destinations different meal plans may apply.)
- Sightseeing tours and excursions led by licensed local guides as specified
- Airport transfers and transportation between destination cities
- Transportation to all included activities
- Entrance fees and theater tickets as specified
- EF walking tours and Tour Director-led sightseeing as specified
- Cruises, trains, or ferries as specified
- Adult supplement (if applicable)
- 24-hour worldwide emergency service
- Support from EF representatives abroad
- EF backpack for each tour

The above apply to all tours unless otherwise noted on the tour itinerary. If we ever fail to provide you with any of the above, we will refund you its value upon your return from the tour.

WHAT'S NOT INCLUDED IN THE PRICE?

- Rooming supplement (if applicable)
- Optional excursions (except where indicated)
- Global Travel Protection plan or Global Travel Protection Plus plan (except where indicated)
- Beverages and lunches (except where indicated)
- Transportation to free-time activities
- Customary gratuities (for your Tour Director, bus drivers, and local guides)
- Portage
- Any applicable baggage-handling fees imposed by the airlines (see eftours.com/baggage for complete details)
- Expenses caused by airline rescheduling, cancellations, or delays caused by the airlines, bad weather, or events beyond EF's control (see next page for details)
- Passport, visa, and reciprocity fees or any other fees associated with entry to or exit from a specific destination

GROUP TRAVEL

How does group travel work?

We believe that all students should have the opportunity to travel, which means we do everything we can to keep our program prices the lowest in the industry without sacrificing quality. One of the ways we do that is by combining groups to fill a tour bus so that all travelers help cover the costs of the bus, the Tour Director, local guides, etc. Consolidating groups also allows travelers to meet students from other schools, although groups may not be of the same age level.

Therefore, in order for everyone to travel for the lowest price possible, group travel requires some flexibility. Each group submits its preferred tour choices and travel dates, and then we book all of the groups with the same requested tours on one specific departure date. Because EF is the largest student travel provider, it's rare that groups do not travel on their first-choice tour. However, on occasion, we may need to book your group on a backup tour. In the event we cannot offer for booking a tour comparable to your first-choice tour, travelers can opt to receive a full refund.

Once a program is booked, EF's Standard Cancellation Policy applies. EF strives to keep departure dates within two days of the requested date for tours departing October through April and within four days of the requested date for tours departing May through September. Your final tour itinerary and travel dates will be confirmed approximately two months prior to departure. In enrolling on a group travel program, you are also making the decision to travel with your chosen Group Leader who retains the ability to change the requested tour itinerary or travel dates on your and your group's behalf.

Anything else I need to know about my itinerary?

Based on your travel dates, there may be times when it becomes necessary to modify your itinerary. Sometimes this involves changing the order in which cities are visited, altering your length of stay in a city or country, or using an alternate airport. On certain days, especially holidays, some tour inclusions may be unavailable. In such cases, we will substitute different inclusions or provide a refund for missed inclusions after the tour. Tours are designed for students, as reflected in the pacing, accommodations, and other aspects of the tour.

PRIVATE GROUPS

What if my group wants to travel on our own without being consolidated?

If you want the privacy of your own tour bus and Tour Director, you can choose to travel as a private group. This option is available for an additional fee, which varies based on the final number of paying travelers. If your group fills a standard-size tour bus, the private group option is free. The itinerary may not be modified while on tour (i.e. you do not have the tour bus at your disposal); however, you are able to make certain tour modifications prior to the tour departure. Although your base itinerary will include only your group, you may be consolidated with others during optional excursions. Also, due to flight and hotel availability, we require the same departure date flexibility as described above. Please let EF know prior to your first enrollment if you would like to be a private group.

What if my group is traveling on a customized tour?

If your group is traveling on a customized tour, you will automatically be traveling as a private group. The tour price for your customized tour can fluctuate based on the group size and will be finalized based on the number of paying travelers at the time of departure.

ENROLLMENT

EF incurs substantial non-recoverable staff costs and other expenses from the time of initial enrollment in processing traveler applications, beginning the planning and preparation needed for your and your group's tour program, and offering flexible policies like the Peace of Mind program and eligibility for discounts on other EF programs. As a result, all travelers must pay a non-refundable, non-transferable \$95 enrollment fee to complete their enrollment. All traveler enrollment applications must be received by EF by at least 110 days prior to departure.

What is the cost of a name correction?

Travelers must provide their complete first, middle, and last names and dates of birth as they appear (or will appear) on their passports. Any corrections to match passport names made after 110 days prior to departure require that we change the flight reservation, resulting in a minimum fee of \$200 per airline up to the cost of a new published fare ticket. This may also result in a different flight itinerary from the rest of the group. Travelers who have not yet applied for a passport should provide their full name and date of birth as they appear on their birth certificate.

Are there discounts for repeat travelers?

After travel is completed on their first tour, repeat travelers will receive a \$100 repeat traveler discount off of the program fee for future tours. (EF Explore America repeat travelers will receive a \$50 repeat traveler discount off future EF tours.) Travelers who completed their first tour prior to 2003 or who cancel their tour prior to traveling are not eligible for a repeat traveler discount. The repeat traveler discount is nonrefundable, non-transferable, and has no cash value.

How do travelers enroll?

Enrollment Applications and payment can be submitted to EF in any of the following ways:

- Online: eftours.com/enroll
- Phone: 800-665-5364
- Mail:
EF Educational Tours
EF Center Boston
Two Education Circle
Cambridge, MA 02141

For your convenience, travelers are automatically enrolled in paperless billing. Travelers who prefer to receive invoices by mail may request this by logging into their account at eftours.com or by calling 800-665-5364.

Can a traveler enroll on a waitlist if the tour is full?

A waitlist will be offered for full tours. The \$95 non-refundable enrollment fee is required to enroll on a waitlist. If the applicant chooses to enroll on the waitlist, and then space becomes available on the tour, EF's manual payment plan and cancellation policies apply immediately. If space is not available by 14 days prior to departure or if the applicant cancels from the waitlist, the \$95 non-refundable enrollment fee will be refunded.

Can children under 11 go on tour?

We do not allow children under the age of 6 to travel with us. Travelers ages 6-10 must have an adult chaperone other than the Group Leader and will have to room with that chaperone. Travelers may choose to stay in a family room (a room with two twin beds and a cot) or in a twin (a room with two beds). Applicable fees will apply.

Can adults go on tour?

EF's published program prices are based on student rates for transportation, admissions, accommodations, etc. We welcome adults (those age 20 and older, including those who will turn 20 while on tour) but have to charge a per-person flat fee supplement of \$100 plus \$90 per night of the tour to cover the difference between student and adult rates. Adults will pay an additional \$30 per night for the sea portion of their tour on overnight ferries and cruises, where applicable. Please see next page for information on adult rooming. Groups comprised of a majority of adults must select the private group option. All adult travelers will be required to complete a background check through a third-party company prior to traveling. EF reserves the right to cancel any traveler if, in EF's sole discretion, it determines the results pose a risk to the group's safety or wellbeing.

LATE ENROLLMENTS

Can a traveler enroll after 110 days prior to departure?

Yes. A traveler may submit a late enrollment request 109 days to 14 days prior to departure. The traveler must enroll on the tour, pay a non-refundable \$200 late enrollment fee, and make full payment of the current program fee. The traveler will be placed on a waiting list while we check bus, flight, and hotel availability. The traveler is responsible for any additional charges that may apply. We may also offer an alternate flight to meet up with the tour or the option of arranging your own flight and buying the land-only portion of the tour.

If we are unable to place the traveler on a tour or the traveler does not wish to pay the additional charges, the traveler may cancel their enrollment request and receive a full refund, including the \$200 late enrollment fee and \$95 enrollment fee.

PASSPORTS, VISAS, OTHER TRAVEL DOCUMENTS & ENTRY REQUIREMENTS

Each traveler is solely responsible for obtaining prior to departure a valid passport, applicable visas, and any other required travel documents, as well as verifying and satisfying the entry and exit requirements necessary for each destination of the tour itinerary. This may include required medical documents, testing, or proof of vaccinations (including any requirement to provide proof of full and up to date COVID-19 vaccination). All U.S. passports must be valid for at least six months following the tour's return date, and travelers will need to provide passport information to EF by 110 days prior to departure. Non-U.S. citizens will need to contact the embassy or consulate of their destination countries to ensure they meet specific entry requirements. Remember to check your itinerary carefully for all countries that will be visited (including countries visited in transit). Visit the U.S. Department of State's travel website at www.travel.state.gov for more information. If a traveler is unable to obtain these travel documents or meet any applicable entry or exit requirement, EF's Standard Cancellation Policy will apply and travelers will be solely responsible for any incurred expenses.

CAN I HELP PROTECT MY INVESTMENT?

Global Travel Protection plan

Travelers can help protect their investment from the unexpected with the offered Global Travel Protection plan. Designed specifically with EF travelers in mind, this plan includes both pre and post departure benefits, which includes medical expense coverage that may apply on tour and tour cancellation for stated reasons such as serious injury or illness or financial hardship due to job loss. All benefits are subject to the limits, terms, and exclusions of the policy available at <https://riskstrategiestravel.com/efeducationaltours/>. Learn more at eftours.com/protection. The Global Travel Protection plan becomes non-refundable after any of the following occur: when you depart on your tour, when you file a claim, or 10 days after payment.

Global Travel Protection Plus plan

Along with providing the same benefits in the standard Global Travel Protection plan, travelers who purchase the Global Travel Protection Plus plan receive additional pre-tour cancellation benefits. Travelers are able to cancel their tour up to 24 hours prior to departure for any reason and receive a refund of their tour program cost (less the cost of the plan, the non-refundable enrollment fee, and other Non-Refundable Fees) through this EF provided cancel for any reason waiver benefit. Learn more at eftours.com/protection. The Global Travel Protection Plus plan must be purchased at the time of enrollment and is non-refundable after any of the following occur: when you depart on your tour, when you file a claim, or 10 days after payment.

FLIGHT INFORMATION

Which airlines are used by EF?

EF reserves seats with major airlines, including Aer Lingus, Air Canada, Air France, Air New Zealand, Alitalia, American, British Airways, Copa Airlines, Delta, Iberia, Icelandair, KLM, LATAM Airlines, Lufthansa, Qantas, Swiss, United, Virgin Atlantic Airways, and other U.S. and international carriers. Our contracts do not allow upgrades, stopovers, or the accrual of frequent flier miles.

What will my flights be like?

We always do our best to provide the most direct route to your destination city. However, due to available flight routings, we cannot guarantee non-stop or direct flights. Sometimes, groups may travel on an overnight red-eye flight, departing the evening before the tour is scheduled to begin. In rare cases, groups may have a domestic and/or international overnight, layover, and/or bus transfer. Based on seat availability and the size of the plane, we may not be able to accommodate all members of a group on the same flight, in which case the Group Leader will determine, where practical, which flight itinerary each traveler will travel. In such instances that a traveler is not satisfied with their flight assignment, standard cancellation fees apply. We are not able to pre-assign seating. Seat assignments will be provided upon check-in. Depending on your group's size, travelers may or may not sit together. Some countries may require aircraft insecticide treatment for inbound foreign flights. A list of such countries is available at eftours.com/insecticide.

Do I have to travel on all legs of my flight itinerary?

You must travel on all legs of your itinerary. If you do not travel on a portion of your flights, the remaining portions will be cancelled. You will be responsible for purchasing a new ticket as well as for any service fees charged by the airlines.

What happens if my flight is delayed?

EF is not responsible for airline schedule changes or mechanical, weather, or capacity-related flight delays; however, visit eftours.com/protection for benefits offered in the Global Travel Protection plan and Global Travel Protection Plus plan.

Are any airports interchangeable?

Flights to and from the following destinations may originate/end at any of the airports in that vicinity. On occasion, the tour may return to a different airport than the one you departed from.

- Chicago: O'Hare or Midway
- Dallas: Dallas/Fort Worth or Dallas Love Field
- Houston: George Bush Intercontinental or Hobby
- Miami: Fort Lauderdale or Miami
- New York: LaGuardia, JFK, or Newark
- San Francisco: Oakland, San Jose, or San Francisco
- Washington, D.C./Baltimore: BWI, Dulles, or Ronald Reagan National
- Los Angeles: Los Angeles, Ontario, Burbank, or Santa Ana
- Ireland: Cork, Shannon, or Dublin
- Italy: Milan or Venice
- Scotland: Edinburgh or Glasgow

Are there flight restrictions for travelers under 18?

Anyone younger than 18 years old traveling apart from the group without an adult companion must contact each airline on the minor's itinerary and may need to register as an unaccompanied minor per the airlines' policies. Any resulting fees will be assessed by the airlines and are the responsibility of the traveler. Travelers younger than 15 years old are not permitted to do individual special travel unless accompanied by an adult traveling on the tour. Additionally, travelers younger than 18 years old are not permitted to travel land-only unless accompanied by an adult traveling on the tour.

SPECIAL TRAVEL REQUESTS

EF is happy to provide stay-ahead/stay-behind options, alternate departure airports, and land-only tours for individual travelers or the whole group. If you have requested special travel arrangements, EF cannot guarantee that you will fly with your group in either direction.

What if the whole group wants to do a stay-ahead or stay-behind?

Where possible, EF will provide altered flight and/or land arrangements for a group of at least six paying travelers plus the Group Leader. Each traveler will have to pay any additional air and/or land costs. The Group Leader should submit one request for the whole group, which needs to be received prior to the first enrollment.

What if only one traveler has a special travel request?

Individual special travel requests should be submitted online at eftours.com by 110 days prior to departure. Please keep in mind that you should not make any actual arrangements—such as booking a flight or hotel—until your final tour itinerary and departure date have been finalized (around 60 days prior to departure). A \$200 service fee plus any additional air and/or land costs will be charged. Travelers younger than 15 years old are not permitted to do individual special travel unless accompanied by an adult traveling on the tour.

What are the types of individual special travel requests?

- Individual stay-ahead/stay-behind option: Where possible, EF will provide altered flight arrangements, according to a traveler's request. Travelers are responsible for making their own arrangements to and from the hotel or airport as well as all land arrangements pertaining to their individual itinerary.
- Alternate departure airports: Program prices are based on group departures. If an individual chooses to fly out of a different airport than the group, the program price of the alternate airport will apply. Travelers must depart from and return to the same domestic airport. Travelers are responsible for making their own arrangements to and from the hotel or airport as well as all land arrangements pertaining to their individual itinerary.
- Land-only tours: On certain tours, travelers have the option to make their own flight arrangements and join the tour at the first hotel on the itinerary. Travelers are responsible for making their own arrangements to and from the hotel or airport. In this case, the program price will be reduced depending on the length and destination of the tour. EF is not responsible for any travel-related delays or inconveniences for land-only travelers. Additionally, travelers younger than 18 years old are not permitted to travel land-only unless accompanied by an adult traveling on the tour.

EXCURSIONS

What are excursions?

EF offers these activities in addition to what is already included on the itinerary. Most Group Leaders choose to add excursions to all traveler accounts. If only part of the group plans to attend a planned excursion, the Group Leader must ensure that either a chaperone or Group Leader is available to supervise both parts of the split group.

When should I purchase excursions?

To secure a discounted price, most excursions need to be purchased by 50 days prior to departure (70 days for Versailles). Some excursions may be purchased on tour, though at an increased price.

Are excursions refundable?

If EF cancels an excursion (due to low enrollment, for example), travelers will receive a full refund for the excursion after returning home from tour. To receive a refund for an excursion that you simply no longer wish to be enrolled in, you must let us know by 50 days prior to departure or no refund will be given.

ROOMING

EF handles final rooming assignments for all travelers. We make rooming assignments based on the gender identified on your passport. If you tell us you identify as a different gender, we will work to accommodate you. Please ensure that all rooming requests are submitted by 110 days prior to departure.

How are students roomed?

Students will room in triples or quads with others of the same gender from the entire tour group. This means that students from different schools may room together. EF uses hotels with rooms that contain two double beds (beds for two people). Two students are expected to share each bed.

Can students request a twin room?

Students may request twin accommodations (a hotel room with two single beds) by submitting the name of their roommate. The following additional fees will apply:

- \$90 per hotel night per student

- \$120 per ferry or cruise night per student

How are adults roomed?

Adults are placed in twin accommodations (a hotel room with two single beds) with another adult of the same gender from the entire tour group, unless the name of a roommate has been provided. This will mean that adults from different schools/organizations may room together.

Can adults request a room with a double bed?

Adults can request double-bed accommodations (a room with one bed for two people) by providing EF with the name of their roommate by 110 days prior to departure.

Can adults request a single room?

Adults can request a single room for an additional \$90 per hotel, cruise, or ferry night. This fee is in addition to the standard adult supplement fees covered on the previous page.

MISCELLANEOUS

When does the tour officially start and end?

Each tour begins with the take-off from the departure airport and ends when the flight lands at the return airport. For those making their own flight arrangements, the tour begins upon arrival at the first EF hotel and ends upon departure from the last EF hotel, according to the itinerary. The official length of an EF tour does not include stay-ahead, stay-behind, or any optional periods or activities when travelers are not escorted by a Tour Director.

What if a refund is due?

Where applicable, refunds for overpayment will be issued upon request and after the most recent payment has been in the traveler's account for 21 days. Refunds will be issued back to the original form of payment unless that is no longer valid, in which case a refund check will be issued in the name that appears on the traveler's account. All refund checks are mailed 4-6 weeks after the request has been processed. There will be a non-refundable \$50 stop-payment fee for lost refund checks.

Non-Refundable Fees

Non-Refundable Fees are defined as the Enrollment Fee (\$95), Global Travel Protection plan cost, Global Travel Protection Plus plan cost and Manual Payment Plan Fee as well as any late fees, late enrollment fees, Automatic Payment Plan decline charges, return check/direct debit fees, late special travel request fees and canceled check fees which have been applied to the account at the time of cancellation.

What about lost belongings?

EF is not responsible for loss of passports, airline tickets, or other documents, or for loss of or damage to luggage or any other passenger belongings. In the case of lost travel documents, the traveler is solely responsible for meeting the airline's requirements (both logistical and financial) for ticket replacement. Should a traveler lose their passport during the tour, they are responsible for the costs of any additional hotel or flight costs associated with their trip delay while a replacement passport is in process. If the traveler is a minor, the traveler's parents are also responsible for any additional hotel or flight costs for the chaperone supervising the student during the trip delay.

What about travelers with food allergies?

EF recognizes that some travelers may have severe food allergies. We will do our best to ensure that our suppliers are informed of the situation, but we cannot guarantee that all requests will be accommodated. Travelers are responsible for making their own arrangements for all in-flight meals.

How can I protect myself from the risk of COVID-19 while on tour?

Taking personal responsibility for your wellbeing begins with packing any personal protective equipment and sanitizers you require. Adopt physical distancing and hygiene practices throughout your pre-trip travel arrangements and follow all health instruction, whether physical signage or requests from the Tour Director or our staff once on tour.

What items are prohibited from tour?

For the safety and well-being of all travelers, no firearms or any other weapons are permitted on tour except as required by law.

What if my tour dates do not fall in the range covered by these Booking Conditions?

Visit eftours.com/bc for the most recent version of the latest travel year's Booking Conditions.

PERSONAL DATA

EF will process your personal data in compliance with applicable data protection legislation for the purposes of completing your enrollment, customer service, the purchase of an offered travel protection plan, and providing you with the products and services related to your tour. This may entail sharing your personal data with corporate affiliates, claims handlers, insurance providers, and other business partners both within and outside the U.S., including to and within the EEA/Switzerland. We have put appropriate safeguards in place for such transfers of your personal data, including the standard data protection clauses adopted by the European Commission. EF may also use your personal data, combined with data from third parties, to market products and services based on your interests, including by email and SMS/text. You may contact EF at any time to unsubscribe from any direct marketing purposes.

We will only keep your personal data for as long as it is necessary for the purposes for which it has been collected or in accordance with time limits stipulated by law and good market practice, unless further retention is necessary for compliance with a legal obligation or for the establishment, exercise or defense of legal claims. We will keep your personal data for marketing purposes until you withdraw your consent.

If you have questions about the processing or use of your personal data, would like to have a copy of the information EF holds about you, or have inaccurate personal data corrected or erased, please contact Traveler Support at 800-665-5364.

PROTECTION FOR TRAVELERS' PAYMENTS

Traveler's tour money has protection in the unlikely event of EF bankruptcy, insolvency, or cessation of business under our participation in the United States Tour Operators Association (USTOA) \$1 Million Travelers Assistance Program. For program details and a list of its affiliates, contact USTOA by mail at 275 Madison Avenue, Suite 2014, NY, NY 10016, by email at information@ustoa.com, or online at USTOA.com.

Cancellations and Modifications**STANDARD CANCELLATION POLICY**

The cancellation policies outlined below take into consideration the costs EF incurs often years before groups ever depart. Notice of cancellation from an EF tour will only be accepted from the traveler, their legal guardian, or the Group Leader. The date of cancellation will be determined by the date on which EF receives notice. In order to qualify for refunds in accordance with EF's Standard Cancellation Policy, all payments must be received on time.

EF's Standard Cancellation Policy*

- *150 days or more prior to departure:* Full refund less the \$95 non-refundable enrollment fee, all Non-Refundable Fees, and a \$300 cancellation fee.
- *149 to 110 days prior to departure:* Full refund less the \$95 non-refundable enrollment fee, all Non-Refundable Fees, and a \$500 cancellation fee.
- *109 to 45 days prior to departure:* Full refund less the \$95 non-refundable enrollment fee, all Non-Refundable Fees, and 50% of the program price.
- *44 days or less prior to departure:* No refund will be issued.

*Travelers who purchase a Global Travel Protection plan have the option to cancel the trip until 60 days prior to departure due to reasons not covered by the insurance underwritten by United States Fire Insurance Company and to rebook to another EF Educational Tour within 30 days of such cancellation. Travelers are responsible for finding a new tour, and final placement is based on availability.

Such tour needs to take place within 180 days from cancellation, and any difference in price will be covered by the traveler (non-refundable fees from the original tour will not be put toward the rebooked tour). This benefit is not an insurance provided by United States Fire Insurance Company.

Travelers who purchase the Global Travel Protection Plus plan have the option to cancel with a non-insurance Cancel for Any Reason waiver benefit provided by EF Educational Tours. The non-insurance Cancel for Any Reason waiver benefit provided by EF Educational Tours provides a cash refund for trip costs paid (less the cost of the plan, the non-refundable enrollment fee, and other Non-Refundable Fees) to EF Educational Tours for cancellation prior to departure. For plans issued in New York, customers can purchase the non-insurance Cancel for Any Reason waiver benefit separately from the rest of the travel protection plan – for further details, please contact Risk Strategies at 877-974-7462 ext. 321.

Cancellation with replacement**

- *150 days or more prior to departure:* Full refund less the \$95 non-refundable enrollment fee and all Non-Refundable Fees.
- *149 to 110 days prior to departure:* Full refund less the \$95 non-refundable enrollment fee, all Non-Refundable Fees, and a \$100 substitution fee.
- *109 days or less prior to departure:* Replacements can no longer be accepted and EF's Standard Cancellation Policy will apply.

**Cancellation with replacement refers to a traveler who cancels but finds a person to replace them for the same program. The replacement's Enrollment Form must be submitted at the same time as the notification of cancellation.

GROUP LEADER CANCELLATIONS

A Group Leader must accompany travelers on every tour. If a Group Leader cancels for any reason, they will be asked to assign a new Group Leader. Any travelers who cancel at this point and choose not to travel with their replacement Group Leader will be treated as standard cancellations. If no replacement Group Leader is found, the affected travelers will need to cancel to be eligible for EF's Standard Cancellation Policy. Those travelers interested in being placed with a new tour group should contact EF at 800-665-5364. If we cannot find a new tour for these travelers, EF's Standard Cancellation Policy will apply.

CANCELLATIONS OR MODIFICATIONS REQUIRED BY EXTERNAL EVENTS BEYOND EF'S REASONABLE CONTROL

EF shall not be liable to any traveler for the need to cancel, modify, or postpone the tour as a result of events that are beyond EF's reasonable control. These matters include such "acts of God" or force majeure events as actual or threats of: epidemics or pandemics, or other public health issues or emergencies (such as but not limited to the current COVID-19 pandemic); severe weather events or natural disasters such as but not limited to hurricanes, earthquakes, tsunamis, tornadoes, fires, floods, volcanic activity, or landslides; war (whether declared or undeclared); terrorist activities; instability in a destination location; incidents of violence, riot, sabotage, civil commotion, or nationalization; strikes or labor disputes or lockouts; government orders, sanctions, actual or potential quarantines, or other restrictions affecting travel in, to, or around a location; disruption to transportation; chemical or radioactive contamination; or any other reason that makes it actually or potentially impossible or illegal for EF to conduct the tour as originally contracted. EF incurs substantial non-recoverable costs and expenses of its own in planning, preparing, and pre-paying amounts for such tours. Accordingly, if a tour cannot depart as originally scheduled or is interrupted for any such reason, travelers will receive an EF Future Travel Voucher in the amount of all monies paid less the cost of any purchased travel protection plan. In the event of a delayed or interrupted tour program, the amount of the Future Travel Voucher will be pro-rated for the missed portions of the tour. Cancellation, modification, or postponement by EF for causes described in this section shall not be a violation of its obligations to any traveler and will not be deemed a "failure" to provide travel services.

COVID-19 CANCELLATIONS, MODIFICATIONS, OR REQUIREMENTS

In the event external events beyond EF's reasonable control have not rendered a tour program impossible or illegal to depart as scheduled yet EF reasonably decides in its sole discretion that the program must nevertheless be cancelled, modified, or postponed due to health or safety concerns related to the COVID-19 pandemic or because issues related to the COVID-19 pandemic would affect the quality of the program, travelers acknowledge that EF's sole obligation to them will be to issue an EF Future Travel Voucher in the amount of all monies paid, less the cost of any purchased travel protection plan. In the event of an interrupted tour program, the amount of the Future Travel Voucher will be pro-rated for the missed portions of the tour. EF and the enrolled traveler agree that a cancellation, modification, or postponement by EF for causes described in this section shall not be a violation of its obligations to any traveler and shall not be deemed a "failure" to provide travel services.

EF is not responsible and shall not be liable to any traveler for any destination-imposed travel entry or exit requirement (including countries visited solely in transit), supplier-imposed requirements, or other travel related requirement related to COVID-19, including but not limited to vaccination, testing, or other public health requirements. Customers who are unwilling or unable to comply with such requirements and who choose to cancel their tour are subject to EF's Standard Cancellation Policy. EF also reserves the right in its sole discretion to, in good faith efforts to protect against health concerns, exceed destination-imposed travel or entry requirements and require full vaccination against COVID-19, pre-tour and on-

tour testing for COVID-19, and other public health measures for travelers to certain destination. Travelers who chose to cancel their enrollment upon notification of such requirements are subject to EF's Standard Cancellation Policy.

Peace of Mind Program

We understand that plans can change due to unforeseen circumstances. EF provides an exclusive Peace of Mind program to account for such situations. This program is automatically included for all travelers and can be enacted at the group level for any reason, including terrorism, pandemics, or other world events. Your Group Leader may choose from the following options:

45 days or more prior to departure

- Work with EF to modify your group's current tour itinerary and dates, or find a new tour, and apply all money paid to the new tour
- Cancel your tour and all travelers will receive a transferable Future Travel Voucher in the amount of all monies paid for the original tour, less the cost of any purchased travel protection plan
- Cancel your tour with applicable fees under the Standard Cancellation Policy

44 days or less prior to departure

Your Group Leader or the individual traveler will have the same Peace of Mind Options set forth above in the event: (i) any location(s) included in the group's itinerary is newly designated as a Travel Advisory Level 4 by the U.S. Department of State or (ii) U.S. federal or state governmental authority has newly imposed a travel ban to your destination, or newly issued an order requiring a self-quarantine for travelers in your group upon arrival to a location on your itinerary or upon return home from a location on your group's itinerary.

Peace of Mind Program Terms & Conditions

Benefits of the Peace of Mind program are only available to the entire group and not to individual travelers unless specifically indicated. Travelers missing any payment deadlines must pay any incurred late fees to qualify for this program. Revised tours must depart within 1 year of the original tour. If the revised tour has a higher price than the original tour, travelers will be required to pay the difference as a condition of traveling on the revised tour. If EF cannot accommodate a revised tour request and/or the group decides not to travel on the original tour, then the group may opt for Future Travel Vouchers. If the group does not travel on the original tour, travel on a revised tour, or receive a Future Travel Voucher, standard cancellation fees will apply.

Travelers cancelling from a revised tour will be charged a cancellation fee based on the date that the original tour was revised or the date of cancellation from the revised tour, whichever is higher. EF will make every effort to accommodate revised tour requests.

Future Travel Vouchers are valid up to 25 months from the month of the original tour's scheduled departure. Future Travel Vouchers are transferable at the face value of the voucher to members of the traveler's immediate family or school community. The Future Travel Voucher is not a merchandise credit or a gift certificate and may not be redeemed for cash unless specifically noted on the voucher. Travelers who had booked their program by redeeming a previously issued Future Travel Voucher may have different terms and options available to them based on the originally issued voucher terms.

Payment Plan Terms and Conditions

Should you choose the Automatic Payment Plan or Manual Payment Plan, the following Terms and Conditions apply.

AUTOMATIC PAYMENT PLAN

- Travelers must select a payment method of either direct debit from a checking account or an ATM/debit card (card must display the Visa or MasterCard logo).
- EF must have the checking account or card holder signature on the Enrollment Form, electronic signature, or verbal authorization indicating agreement to EF's Automatic Payment Plan Terms and Conditions before the plan is activated.

- A minimum of three months of automated payments are required. Travelers who are not eligible for the Automatic Payment Plan must pay in full upon enrollment or enroll in the Manual Payment Plan.
- Travelers must provide a valid email address and pay the tour's \$95 non-refundable enrollment fee before the plan is activated.
- Travelers who choose monthly payments must choose a date between the 1st and 26th of the month on which their account will be automatically debited.
- Travelers who choose bi-weekly payments must choose a weekday on which their account will be automatically debited.
- Due to weekends and holidays, EF reserves the right to debit the travelers' account up to three days after the scheduled date.
- The Automatic Payment Plan amounts are subject to change if tour items or payments (other than the Automatic Payment Plan) are added or removed in excess of \$20. All other items or payments totaling \$20 or less that are added or removed will only be reflected in the final payment.
- After the Automatic Payment Plan's final scheduled payment, any additional items are due at time of purchase. Payments will no longer be automatically deducted.
- A non-refundable \$50 fee will be assessed each time a payment is returned or declined. In these cases, the plan will be recalculated to have the missed payment redistributed across the remaining schedule. EF reserves the right to withdraw travelers from the plan for returns or declines in two consecutive payments. Should the final payment be returned or declined, travelers will automatically be withdrawn from the plan.
- Travelers are not charged late fees while enrolled in the Automatic Payment Plan. If the traveler opts to withdraw from the plan or is withdrawn by EF, the traveler will be enrolled in the Manual Payment Plan, and the non-refundable manual plan fee will be assessed.
- All of the above terms and conditions of the Automatic Payment Plan also apply to travelers on EF Tours for Girls programs.

MANUAL PAYMENT PLAN

- If travelers do not pay in full upon enrollment or choose the Automatic Payment Plan, they will be enrolled in the Manual Payment Plan and a non-refundable manual plan fee will be applied.
- Based on date of enrollment, travelers will be invoiced up to three payments. The first payment of \$500 is due 30 days after enrollment. The second payment of \$500 is due 90 days after enrollment. The remaining balance is due 110 days prior to departure.
- Based on date of enrollment, travelers on an EF Tours for Girls program will be invoiced up to four payments. The non-refundable enrollment fee of \$95 is due at the time of enrollment. The first payment of \$300 is due 60 days after enrollment. The second payment of \$500 is due 14 months prior to departure. The third payment of \$500 is due 9 months prior to departure. The remaining balance is due 110 days prior to departure.
- A late fee of \$100 will be assessed for any missed payment. All late fees are non-refundable.
- Travelers can pay with ATM/debit card, credit card (card must display the Visa or MasterCard logo), or personal checks.
- Payments made by personal check must be submitted with the traveler's name and account number.
- A non-refundable \$50 fee will be assessed each time a payment is returned or declined.
- Travelers are responsible for making on-time payments even if an invoice is not received.
- All payment due dates refer to the dates by which each payment must be received by EF.

- EF reserves the right to cancel the traveler's reservation if any payment is past due by 30 days (or 15 days after final payment).
- Payment for the Global Travel Protection plan or Global Travel Protection Plus plan is due at time of purchase, and the plan will not be purchased until payment is received.

Paperless Billing Terms and Conditions

For travelers enrolled in Paperless Billing, the following Terms and Conditions apply:

- Travelers will receive electronic invoices in connection with all information related to their EF account, including tour invoices, and other notices that are available in electronic format. Travelers understand this means that, once enrolled, they will not receive paper copies. Invoice reminders will be sent to the primary contact e-mail address that travelers provide on their enrollment form. Travelers may view and print invoices by logging into their account at eftours.com.
- EF is not responsible for any delay or failure to deliver any invoice, and travelers understand that nothing in these Terms and Conditions relieves obligation to pay any invoice.
- Travelers may elect not to receive electronic invoices and change to billing by US mail at any time by logging into account at eftours.com or by calling 800-665-5364.
- To the extent permitted by law, paperless billing is provided "as is" with faults and without warranties of any kind, either expressed or implied. Travelers assume all responsibility and risk for use of paperless billing. EF does not warrant that the information, processes, or services will be uninterrupted, or bug or error free.

Other Terms and Conditions

The terms and provisions of these Booking Conditions supersede any other warranties, representations, terms, or conditions, unless they are expressly stated within a Booking Conditions Addendum or in a letter signed by an EF officer. While EF makes every effort to ensure the accuracy of its publications, it cannot be held responsible for typographical or printing errors (including prices).

Enrolling travelers acknowledge that EF may change the Booking Condition terms from time to time and those changes become effectively immediately. Notice will be provided to you in the event of a material change. A traveler's continued use of EF's services following such notice constitutes acceptance and agreement to be bound by such changes. Travelers agree that the current version of the Booking Conditions in effect at the time of travel or cancellation applies to their tour program.

The tour operator for your trip is EF Education First International, Ltd., Selnaustrasse 30, 8001 Zurich, Switzerland, organization number CHE-109.874.655, VAT number CHE- 116.325.678 MWST. EF Institute for Cultural Exchange, Inc. is an affiliate of EF Education First International, Ltd. and acts only as a marketing services provider for that company. EF Institute for Cultural Exchange Inc. is not an agent of EF Education First International, Ltd., does not provide any goods or services for your trip, and is located at Two Education Circle, Cambridge, MA 02141 (t: 800-665-5364). The services provided are tax-exempt with credit in accordance with Swiss Federal Law with regard to VAT Article #23.

EF is a registered as a "Seller of Travel" as defined by travel regulations in the following states: Florida (Reg. No. ST36778); California (Reg. No. 2015641-20); Washington (Reg. No. 603084928).

DIVERSITY, EQUITY, INCLUSION AND BELONGING

EF is committed to providing an inclusive tour experience, and all of our travelers play a role in this. On tour, you will meet people who represent a variety of backgrounds and beliefs and explore diverse cultures and histories. Our goal is to create an environment that celebrates these differences and fosters learning more about the world, yourself, and yourself in the world.

EF's Rules of the Road

When you enroll on tour, you agree to EF's Rules of the Road, which can also be found on your personalized website. If you do not conform to these regulations or any specific rules set by your Group Leader, you risk dismissal from the tour, returning home at your expense with no refund for the missed tour portion. Decisions regarding tour dismissal are up to EF and/or your Group Leader.

All travelers must adhere to the following regulations while on tour:

1. All scheduled activities are obligatory. If you are sick, have signs of becoming sick, or have a physical ailment that might prevent you from participating in an activity, you must tell the Group Leader, who should notify the Tour Director.
2. If you want to visit friends or relatives in a destination country, your Group Leader must be told before the tour begins. Please complete the Tour Leave Form, found under Forms and Resources on the Help Center (eftours.com/help-center), to receive permission for the visits. You must then give the form to your Tour Director upon arrival.
3. You are expected to respect the nightly curfew that your Group Leader may set for your own safety and security. Room checks will be conducted at the Group Leader's discretion. Visitors or group members of the opposite gender are not permitted in your room.
4. Smoking is not allowed on buses, during meals, in hotel rooms, or in any other shared, enclosed space.
5. Hitchhiking and the driving or renting of any motor vehicle is strictly forbidden for all travelers.
6. You are required to pay for any phone calls or incidental personal expenses incurred at hotels. These will be payable the evening before departure at each hotel.
7. Travelers under the age of 18 may not consume alcohol on tour. Travelers over the age of 18 (or older, if local laws require) may consume beer or wine in moderation. The consumption of hard liquor is strictly forbidden. Group Leaders and/or parents may prohibit all alcohol consumption at their discretion. Excessive drinking by any traveler will not be tolerated and will result in dismissal from tour at the traveler's own expense.
8. Illegal activities will not be tolerated and are punishable by immediate dismissal from the tour. If you are involved in any illegal activities, all costs to return home are at your own expense. If the local authorities are involved, you will be subject to the laws of the country you are visiting.
9. Payment for damage done to hotel rooms or to buses is your responsibility. If you notice any damage upon arrival at a hotel, you should notify the Tour Director immediately.
10. EF is committed to creating a safe and comfortable environment for all travelers, and diversity, equity and inclusion are an integral part of our mission to break down barriers through educational travel. Harassment, bullying or discrimination aimed at other travelers, suppliers or staff on the basis of gender identity, age, sexual orientation, disability, physical appearance, race, ethnicity, religion or any other factor will not be tolerated and may result in a participant's dismissal from tour.

Release and Agreement

I (or parent or legal guardian if enrollee is under 18 or a minor under any other applicable law) have read, understand and agree to the following in exchange for enrollment on an EF Educational Tour:

1. I acknowledge and understand that my tour is operated outside of the U.S. by EF Education First International, Ltd., Switzerland, and that EF Institute for Cultural Exchange, Inc. acts only as a marketing service provider for that company.
2. EF Institute for Cultural Exchange, Inc., EF Education First International, Ltd., and their affiliated companies, partners, and any companies acting on their behalf, along with their officers, directors, employees, agents, and authorized

- representatives (collectively referred to herein as "EF") do not own or operate any entity which is to or does provide goods or services for my program, including, for example, hotels; arrangements for, ownership of, or control over houses, apartments, or other lodging facilities; tour directors; airline, vessel, bus, or other transportation companies; local ground operators; visa processing services; providers or organizers of optional excursions; or food service or entertainment providers; etc. I acknowledge that all such persons and entities, specifically the Tour Director assigned to my tour, are independent contractors and not employees or agents of EF. As a result, EF is not liable for any negligent or willful act or failure to act of any such person or entity or of any third party.
3. Without limitation, EF is not responsible for any injury, loss or damage to person or property, death, delay, or inconvenience in connection with the provision of any goods or services occasioned by or resulting from, but not limited to, acts of God; force majeure; acts of government; acts of war or civil unrest; insurrection or revolt; strikes or other labor activities; public health issues or emergencies, epidemics, pandemics, plagues, outbreaks of infectious disease, mass-illness; criminal, terrorist, or threatened terrorist activities of any kind; overbooking or downgrading of accommodations; structural or other defective conditions in houses, apartments, or other lodging facilities (or in any heating, plumbing, electrical, or structural problem therein); mechanical or other failure of airplanes or other means of transportation or for any failure of any transportation mechanism to arrive or depart timely or safely; financial failure or other defaults by suppliers; dangers associated with water-based activities; dangers associated with or bites from animals, insects, or pests; sanitation problems; food poisoning; lack of access to or quality of medical care; difficulty in evacuation in case of a medical or other emergency; or any negligent or willful act or failure to act of any third party or for any other cause beyond the direct control of EF.
 4. I agree to release EF and my school, my school district, my school board, my Group Leader, and Tour Director (collectively, the "Released Parties") from, and agree not to sue the Released Parties for, any and all claims of any nature related in any manner to my participation in an EF-sponsored tour or a Service Learning Tour, including, but not limited to, claims for negligence, breach of contract, breach of express or implied warranties, negligence or wrongful death, or any statutorily based claim. I hereby unconditionally and unequivocally waive any and all claims and demands for all damages, losses, costs and expenses of any nature whatsoever (including attorneys' fees) on account of or arising out of any and all personal injury, death, bodily injury, mental anguish, emotional distress, or property or other damage that I may suffer from any cause whatsoever related in any way to my participation in any EF-sponsored tour or a Service Learning Tour.
 5. I understand that travel in other nations is not similar to travel within the United States. Travel outside of the United States can involve inconvenience and risk, including, but not limited to, forces of nature, geographic and climatic conditions, different hygienic standards, infrastructure problems (including road maintenance, transportation delays and accommodation conditions), civil unrest, vandalism, crime, political instability, and terrorism. Medical services or facilities may not be readily available or available at all during all or part of a program and, if available, may not be equal to standards in the participant's home country. I understand that a Service Learning Tour is a physically demanding excursion in a developing country, and I knowingly assume the risks of such an excursion. I further understand that different parts of the world present unique health, disease, and safety concerns, and I agree to review any specific risks related to my destination by visiting the U.S. Centers for Disease Control and Prevention's Traveler's Health website at www.cdc.gov/travel and the State Department's International Travel website at travel.state.gov/content/travel/en/international-travel.html. I assume all risk of bodily injury, death, emotional trauma, property damage, inconvenience, and/or loss resulting from negligence or any other acts of any and all persons or entities, however caused, including, but not limited to, those risks mentioned above. It is my intention fully to assume all of the risks of travel and participation in the program and to release the Released Parties from any and all liabilities to the maximum extent permitted by law.
 6. I further agree to release the Released Parties from any and all decisions to cancel, modify, or delay the tour as a result of unforeseeable events that are beyond the reasonable control of EF or which become necessary or advisable for my safety or for the quality of the tour experience.
 7. I agree that this Release applies to and binds myself and my minor child enrolling on tour (if applicable) along with my personal representatives, executors, heirs, and family.
 8. In addition, EF shall have no responsibility for me whatsoever when I am absent from an EF-supervised activity or for non-supervised activities, such as visits to friends or relatives or during stay-ahead/stay-behind option periods or any other optional period or activity when not escorted by a Tour Director.
 9. My tour begins with the takeoff from the EF departure airport and ends upon completion of the flight back to the origination (or other arrival) airport.
 10. The air carrier's liability for loss of or damage to baggage or property, or for death or injury to person, is subject to and limited by the airlines' contract of carriage, its tariff, the Montreal Convention or Warsaw Convention and their amendments or both.
 11. EF or my Group Leader reserves the right to refuse or cancel my registration at its sole discretion in the event my participation would negatively affect the wellbeing or satisfaction of me or my travel group or if EF or my Group Leader cannot in its sole discretion accommodate a medical or behavioral health condition. In such event, EF's Standard Cancellation Policy as outlined in the Booking Conditions apply.
 12. I agree to abide by EF's regulations and the directions of my Group Leader, my Tour Director, and EF's personnel during my tour. Failure to do so may result in my Group Leader or EF terminating me from the tour immediately. I understand that to disobey such rules or directions is to waive the right to a refund of any part of my program price, and that my Group Leader or EF may then send me home at my own expense.
 13. I agree to abide by all local laws, regulations, and governmental advisories for all locations of my tour while abroad. I understand that if I refuse to follow, abuse, or disobey those laws, even unintentionally, I waive my right to a refund of any part of the program price, and my Group Leader or EF may send me home at my own expense. I also understand that, should local authorities be involved, I will be subject to the laws of the country I am visiting.
 14. If I become ill or incapacitated, EF and their employees, my Tour Director, or my Group Leader, may take any action they deem necessary for my safety and wellbeing, including notifying parents/guardians and/or securing medical treatment (at my own expense) and transporting me home. EF retains the right, in its sole discretion, to contact the traveler's parents/guardians with regard to health issues or any matter whatsoever that relates to the traveler's tour. These rights transcend any and all privacy regulations that may apply. In the event of a medical emergency, EF will attempt to cause appropriate treatment to be administered, and the traveler authorizes EF to do so. EF, however, makes no warranty that it will be able to cause effective (or any) emergency treatment to be administered or to be timely administered.
 15. I have made the choice to travel with the teacher/Group Leader organizing my group. I understand that this choice is not the responsibility of EF. I understand that my Group Leader is able to make decisions on my behalf, including but not limited to changing the group's requested tour or travel date and requiring that I purchase items such as the Global Travel Protection plan and optional excursions. I understand that a Group Leader must accompany me on tour. If my Group Leader cancels for any reason, EF will ask them to assign a new Group Leader. If I cancel at this point and choose not to travel with the replacement Group Leader, I will be treated as a standard cancellation. If no replacement Group Leader can be found, I will need to cancel and EF's Standard Cancellation Policy will apply. I may also request that EF place me with a new tour group. If EF cannot find a new tour group for me, EF's Standard Cancellation Policy will apply.
 16. If I will be age 20 or older at any time during my tour, I acknowledge that EF will conduct a criminal background check ("CBC") as a pre-condition to travel. If such a traveler refuses to consent to the CBC, it will be deemed a cancellation and EF's Standard Cancellation Policy will apply.
 17. This Release and Agreement and EF's Booking Conditions constitute the entire agreement between EF and me with reference to the subject matter herein, and I do not rely upon any promises, inducements, marketing materials, or agreements not herein, including, but not limited to, any oral statements made to me by any agents or employees of EF or by my school or Group Leader. This agreement may be amended or modified only in a writing, signed by EF. The waiver by EF of any provision of this agreement shall in no way affect the remaining provisions of this agreement, and this agreement shall be interpreted as if such clause or provision were not contained herein.
 18. This agreement and performance hereunder shall be governed in all respects by the substantive laws of the Commonwealth of Massachusetts. In the event of any claim, dispute, or proceeding arising out of my relationship with EF, or any claim which arises between the Parties, whether or not related to this agreement, the literature for the trip or the trip itself, it shall be resolved solely in courts of the Commonwealth of Massachusetts and/or the United States District Court for the District of Massachusetts.

19. For travelers in Utah only: This tour is not sponsored by any public school, public school district, or other public entity and is operated and organized by a privately owned company.
20. EF may use any film or digital likeness taken of me and any of my comments while on an EF tour as well as any project work (including, but not limited to, online learning programs offered by EF) for future publicity without compensation to me and also use my contact information for future EF promotions. I have read and agreed to the Terms of Use and Privacy Policy outlined at eftours.com/legal-notice and I consent to EF's processing of my personal data.
21. I have read and agreed to the Terms of Use and Privacy Policy outlined at eftours.com/legal-notice, and I consent to EF's processing of my personal data as set forth on page 19.

LIMITED POWER OF ATTORNEY

For parents/guardians of travelers under the age of 18 or a minor under any applicable law

The tour itinerary may include certain activities (such as whitewater rafting in Costa Rica) that may require the Group Leader to sign a release on behalf of the travelers (who are minors and cannot sign for themselves) in order to allow participation. This Limited Power of Attorney allows the Group Leader to execute these documents on your behalf should the need arise. Your execution of this Limited Power of Attorney is voluntary, and if you choose not to grant this Limited Power of Attorney, your child may still participate in the tour but may not be able to participate in some tour activities. With regard to said activities:

1. I understand and agree that my child, with my permission, has voluntarily chosen to participate in the activities, and we assume all dangers and risks associated with the activities.
2. I do hereby delegate to the Group Leader a "Limited Power of Attorney" and full authority to sign any documents, including, but not limited to, liability releases, permission slips, waivers, and/or any other type of participation agreement required by the operators of any activity for participation. By signing the EF Educational Tours Enrollment Form, I understand and agree to the above.

Spanish Department Trip Standards Alignment

During the educational travel programs offered by the Spanish department, students experience global cultures as they never have before while visiting some of the most educational and exciting destinations the world has to offer. The educational activities of these Spanish department travel programs support, at minimum, various National Council for the Social Studies (NCSS) National Curriculum Standards for Social Studies: Thematic Strands, National Geography Standards, and American Council on the Teaching of Foreign Languages (ACTFL) World-Readiness Standards for Learning Languages for students in grades 9 -12. Our hands-on approach focuses on developing students' understanding of history, language, and culture through exploration and active participation.

Students traveling on Spanish class trips may experience some or all of the following program connections. There are additional instructional classes offered for each trip by the Spanish teachers (outside of teacher contract hours - and without charge to the district) to ensure these standards are addressed before, during or after the trip. These classes consist of mostly asynchronous classes and some in-person instruction. All student travelers are with the teachers the entirety of the trip and also have local teachers and experts that guide them. Because of this consistent contact with students during the entirety of the trip, we are able to see and know that they are meeting these standards and therefore they are offered 0.5 optional HS credits and three optional college credits - [PDHU 480D: Interculturalism and Global Exploration](#).

Historical Significance

Students will be able to...

- Expand upon prior knowledge of historically important events and how they align or are physically represented.
- Understand that the historical importance of an event or era is best communicated through a local population.
- See the impact historical events have had on a community.
- Associate periods of history through visual representations such as art, architecture, and innovations.
- Experience varying perspectives that may alter the value of an historical event on a group of people.
- Evaluate the relevance of historical events in a modern world through first-person interactions.
- Interact with a local population to determine a location's historical significance.

NCSS National Curriculum Standards for Social Studies: Thematic Strand

- ★ **2. Time, Continuity, and Change:** Social studies programs should include experiences that provide for the study of the past and its legacy.
- ★ **9. Global Connections:** Social studies programs should include experiences that provide for the study of global connections and interdependence.

National Geography Standards:

- ★ **NGS 17.1.A:** Analyze and explain the connections between sequences of historical events and the geographic contexts in which they occurred.
- ★ **NGS 17.2.A:** Identify and explain the causes and processes of change in the geographic characteristics and spatial organization of places, regions, and environments over time.
- ★ **NGS 17.3.A:** Analyze and evaluate the role that people's past perceptions of places, regions, and environments played as historical events unfolded.

ACTFL World-Readiness Standards for Learning Languages

- ★ **Interpersonal Communication:** Learners interact and negotiate meaning in spoken, signed, or written conversations to share information, reactions, feelings, and opinions.
- ★ **Interpretive Communication:** Learners understand, interpret, and analyze what is heard, read, or viewed on a variety of topics.
- ★ **Acquiring Information and Diverse Perspectives:** Learners access and evaluate information and diverse perspectives that are available through the differing cultures.
- ★ **Cultural Comparisons:** Learners investigate, explain, and reflect on the concept of culture through comparisons of the cultures studied and their own.

Cause and Consequence

Students will be able to...

- Understand that historical events have causes and consequences.
- Experience how the outcomes of historical events have influenced the human or natural environment.
- Predict future events based on observations of the current human and natural environment.

NCSS National Curriculum Standards for Social Studies: Thematic Strands

- ★ **2. Time, Continuity, and Change:** Social studies programs should include experiences that provide for the study of the past and its legacy.
- ★ **3. People, Places, and Environments:** Social studies programs should include experiences that provide for the study of people, places, and environments.

National Geography Standards:

- ★ **NGS 8.1.B:** Explain how local and global changes influence ecosystems.
- ★ **NGS 9.1:** Culture, economics, and politics influence the changing demographic structure of different populations.
- ★ **NGS 13.2:** Cooperation between countries and organizations may have lasting influences on past, present, and future global issues.

ACTFL World-Readiness Standards for Learning Languages

- ★ **Relating Cultural Products and Perspectives:** Learners investigate, explain, and reflect on the relationship between the products and perspectives of the cultures studied.
- ★ **Acquiring Information and Diverse Perspectives:** Learners access and evaluate information and diverse perspectives that are available through the differing cultures.

Historical Perspective

Students will be able to...

- Demonstrate and apply their knowledge of historical events and understand how events may parallel other events occurring at the same time around the world.
- Interact with, appreciate, and respect varying points of view.
- Identify multiple points of view for a particular historical event through communication with those embedded in the culture.
- Experience and understand the contexts, personal values, and beliefs that shaped people's lives and actions throughout history.

NCSS National Curriculum Standards for Social Studies: Thematic Strands

- ★ **1. Culture:** Social studies programs should include experiences that provide for the study of culture and cultural diversity.
- ★ **6. Power, Authority, and Governance:** Social studies programs should include experiences that provide for the study of how people create, interact with, and change structures of power, authority, and governance.
- ★ **9. Global Connections:** Social studies programs should include experiences that provide for the study of global connections and interdependence.

National Geography Standards

- ★ **NGS 6.2:** Changing perceptions of places and regions have significant economic, political, and cultural consequences in an increasingly globalized and complex world.
- ★ **NGS 17.1.A:** Analyze and explain the connections between sequences of historical events and the geographic contexts in which they occurred.
- ★ **NGS 17.3.A:** Analyze and evaluate the role that people's past perceptions of places, regions, and environments played as historical events unfolded.

ACTFL World-Readiness Standards for Learning Language

- ★ **Interpersonal Communication:** Learners interact and negotiate meaning in spoken, signed, or written conversations to share information, reactions, feelings, and opinions.
- ★ **Interpretive Communication:** Learners understand, interpret, and analyze what is heard, read, or viewed on a variety of topics.
- ★ **Acquiring Information and Diverse Perspectives:** Learners access and evaluate information and diverse perspectives that are available through the differing cultures.
- ★ **Cultural Comparisons:** Learners investigate, explain, and reflect on the concept of culture through comparisons of the cultures studied and their own.

Language Exposure and Development

Students will be able to...

- Practice and build upon language skills during real-world situations including meals, transportation, cultural or historic sites, shopping, and conversing with local residents.
- Improve listening and speaking skills when communicating with native and/or fluent foreign language speakers. Deeply examine a destination's culture through the lens of language.
- Identify cultural characteristics and norms through observing nonverbal communication techniques of native speakers.
- Creatively problem solve and discern meaning when faced with a language barrier during interpersonal communication.

ACTFL World-Readiness Standards for Learning Languages

- ★ **Interpersonal Communication:** Learners interact and negotiate meaning in spoken, signed, or written conversations to share information, reactions, feelings, and opinions.
- ★ **Relating Cultural Practices and Perspectives:** Learners investigate, explain, and reflect on the relationship between the practices and perspectives of the cultures studied.
- ★ **Acquiring Information and Diverse Perspectives:** Learners access and evaluate information and diverse perspectives that are available through the differing cultures.
- ★ **Cultural Comparisons:** Learners investigate, explain, and reflect on the concept of culture through comparisons of the cultures studied and their own.

- ★ **School and Global Communities:** Learners use knowledge both within and beyond the classroom to interact and collaborate in their community and the globalized world.

Continuity and Change

Students will be able to...

- Analyze why continuity and/or change is more prevalent in some regions compared to others.
- Identify continuity and change in an environment through personal experience.
- Observe how change is portrayed through architecture, development, and culture.
- Make comparisons to the past by experiencing the present.

NCSS National Curriculum Standards for Social Studies: Thematic Strands

- ★ **1. Culture:** Social studies programs should include experiences that provide for the study of culture and cultural diversity.
- ★ **2. Time, Continuity, and Change:** Social studies programs should include experiences that provide for the study of the past and its legacy.

National Geography Standards

- ★ **NGS 5.2.A:** Describe and explain the processes that have resulted in regional change.
- ★ **NGS 6.2:** Changing perceptions of places and regions have significant economic, political, and cultural consequences in an increasingly globalized and complex world.
- ★ **NGS 10.3:** Cultures change through convergence and/or divergence.

ACTFL World-Readiness Standards for Learning Language

- ★ **Cultural Comparisons:** Learners investigate, explain, and reflect on the concept of culture through comparisons of the cultures studied and their own.

Patterns and Trends

Students will be able to...

- Observe the foundations of cultural traditions.
- Visually identify patterns or trends.
- Experience patterns and/or trends that may not be visual.
- See and compare change over time to determine patterns and/or trends.

NCSS National Curriculum Standards for Social Studies: Thematic Strands

- ★ **3. People, Places, and Environments:** Social studies programs should include experiences that provide for the study of people, places, and environments.
- ★ **5. Individuals, Groups, and Institutions:** Social studies programs should include experiences that provide for the study of interactions among individuals, groups, and institutions.

National Geography Standards

- ★ **NGS 4.2:** The interaction of physical and human systems result in the creation of and changes to places.

- ★ **NGS 11.2.A:** Identify and analyze the origins and development of and changes in patterns of economic activities.

ACTFL World-Readiness Standards for Learning Languages

- ★ **Interpretive Communication:** Learners understand, interpret, and analyze what is heard, read, or viewed on a variety of topics.
- ★ **Relating Cultural Practices and Perspectives:** Learners investigate, explain, and reflect on the relationship between the practices and perspectives of the cultures studied.
- ★ **Cultural Comparisons:** Learners investigate, explain, and reflect on the concept of culture through comparisons of the cultures studied and their own.

Interrelationships

Students will be able to...

- Visually identify and experience natural and human environments that are unique to a particular culture.
- Observe and investigate a system in order to analyze its parts.
- Evaluate a system to determine its impact on other systems and society as a whole.
- Recognize the subtleties that occur within systems to more accurately understand their relationship.

NCSS National Curriculum Standards for Social Studies: Thematic Strands

- ★ **3. People, Places, and Environments:** Social studies programs should include experiences that provide for the study of people, places, and environments.
- ★ **9. Global Connections:** Social studies programs should include experiences that provide for the study of global connections and interdependence.

National Geography Standards

- ★ **NGS 10.2.B:** Explain differences in the human imprints on the physical environment of different cultures.
- ★ **NGS 11.3:** Economic systems are dynamic organizations of interdependent economic activities for the production, exchange, distribution, and consumption of goods and services.
- ★ **NGS 11.4:** Improvements in transportation and communication networks reduce the effects of distance and time on the movement of people, products, and ideas.

ACTFL World-Readiness Standards for Learning Languages

- ★ **Acquiring Information and Diverse Perspectives:** Learners access and evaluate information and diverse perspectives that are available through the differing cultures.
- ★ **School and Global Communities:** Learners use knowledge both within and beyond the classroom to interact and collaborate in their community and the globalized world.

Geographic Perspective

Students will be able to...

- Analyze a pivotal role of a location during a society's development by exploring the geography.
- Visit specific regions or environments to determine the impact of various issues, events, developments, and/or phenomena.
- Better understand multiple perspectives of issues by interacting with environments, economies, policies, and societies.

NCSS National Curriculum Standards for Social Studies: Thematic Strands

- ★ **3. People, Places, and Environments:** Social studies programs should include experiences that provide for the study of people, places, and environments.
- ★ **7. Production, Distribution, and Consumption:** Social studies programs should include experiences that provide for the study of how people organize for the production, distribution, and consumption of goods and services.
- ★ **9. Global Connections:** Social studies programs should include experiences that provide for the study of global connections and interdependence.

National Geography Standards

- ★ **NGS 5.2.A:** Describe and explain the processes that have resulted in regional change.
- ★ **NGS 9.2.B:** Explain why people live in different types of places.
- ★ **NGS 13.2:** Cooperation between countries and organizations may have lasting influences on past, present, and future global issues.
- ★ **NGS 13.3:** Changes within, between, and among countries regarding division and control of Earth's surface may result in conflicts.

ACTFL World-Readiness Standards for Learning Languages

- ★ **School and Global Communities:** Learners use knowledge both within and beyond the classroom to interact and collaborate in their community and the globalized world.
- ★ **Making Connections:** Learners build, reinforce, and expand their knowledge of other disciplines to develop critical thinking and to solve problems creatively.
- ★ **Acquiring Information and Diverse Perspectives:** Learners access and evaluate information and diverse perspectives that are available through the differing cultures. International Program Connections to Support Academic Standards

Spatial Significance

Students will be able to...

- See the physical differences between regions.
- Experience how various cultures utilize their surroundings.
- Observe various relationships that exist between natural and human environments.
- Differentiate among human, animal, and plant uses in a shared space.

NCSS National Curriculum Standards for Social Studies: Thematic Strands

3. People, Places, and Environments: Social studies programs should include experiences that provide for the study of people, places, and environments.

National Geography Standards

- ★ **NGS 15.1.A:** Explain how people may view the physical environment as both an opportunity or a constraint depending on their choice of activities.
- ★ **NGS 15.2.B:** Explain how environmental hazards affect human systems and why people may have different ways of reacting to them.
- ★ **NGS 15.3.B:** Analyze the concept of “limits to growth” to explain adaptation strategies in response to the restrictions imposed on human systems by physical systems.

ACTFL World-Readiness Standards for Learning Languages

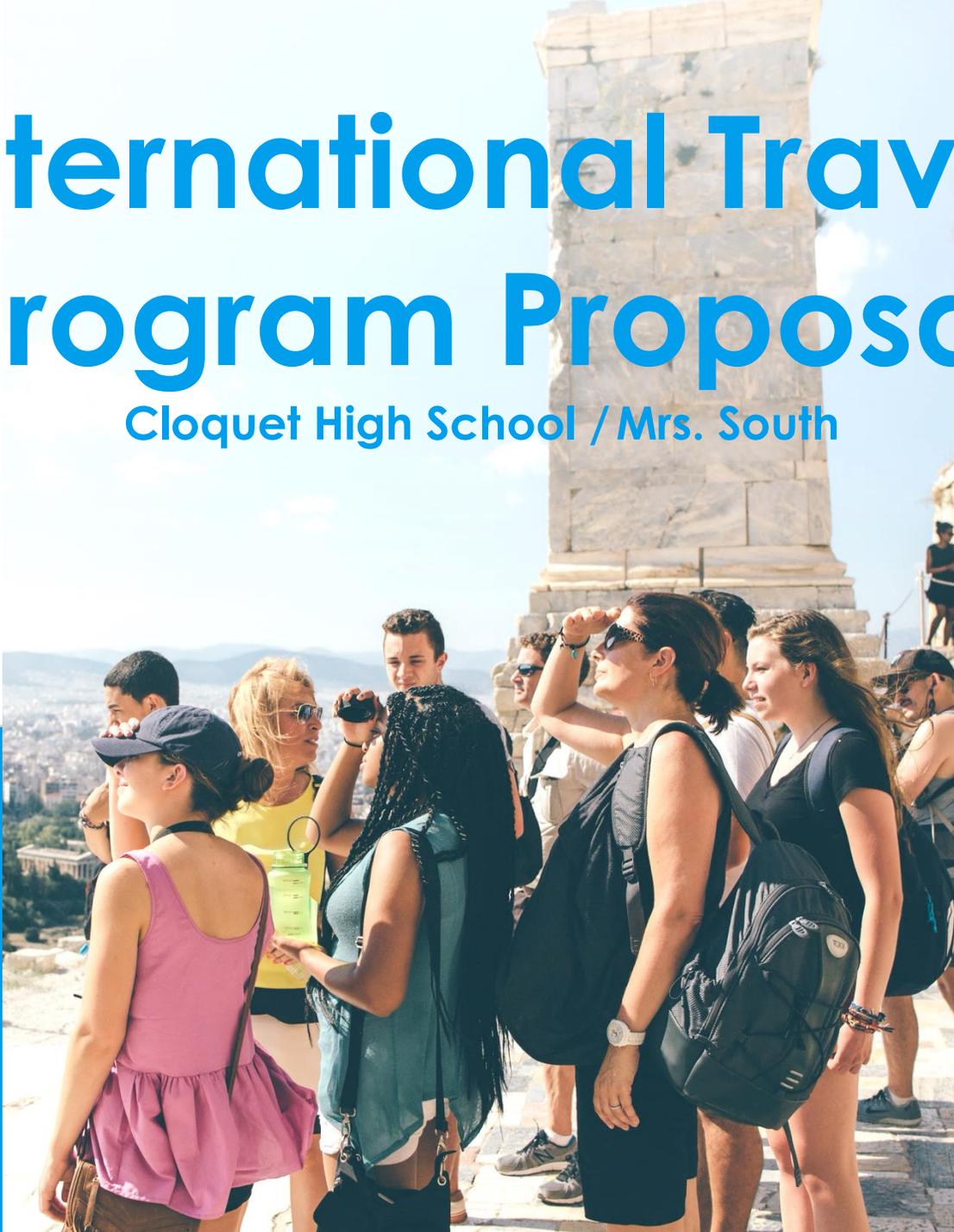
- ★ **Interpretive Communication:** Learners understand, interpret, and analyze what is heard, read, or viewed on a variety of topics.
- ★ **Relating Cultural Practices and Perspectives:** Learners investigate, explain, and reflect on the relationship between the practices and perspectives of the cultures studied.



EDUCATIONAL
TOURS

International Travel Program Proposal

Cloquet High School / Mrs. South



Costa Rica: A Touch of the Tropics – Spring 2027

eftours.com/COS

Your partner in travel-based learning

EF Education First is the world leader in international education. For over 55 years, we've partnered with educators around the world to help more than 15 million students gain new perspectives and build skills for the future through experiential learning.

Our mission is to empower educators to do their best work. At EF Educational Tours, we're working to define the modern educational tour experience. Our itineraries are more than places to go and things to see. We build programs that challenge assumptions, spark connections, and inspire curiosity in young students. Students will expand their knowledge of the world around them, discover more about themselves, grow more confident and independent, and understand new people, places, and cultures.

We take care of every last detail of the tour experience—transportation and lodging, meal reservations and menus, museum tickets and local tour guides, and much more. That also includes behind-the-scenes elements, like safety checks at hotels and background checks on adult travelers. With all that taken care of, educators and students can focus on the bigger picture.

You'll find all the details and more on the next few pages.

What's contained in this document

- Pg. 2** Safety
- Pg. 4** Liability protection
- Pg. 6** Affordability
- Pg. 7** Educational value
- Pg. 8** Itinerary specifics
- Pg. 8** Cost and payment options
- Pg. 9** Sample hotels
- Pg. 10** Sample meals
- Pg. 11** Next steps

This proposal is property of EF Education First and the educator/school for which it was intended. Distributing, copying, and/or sharing it are prohibited. The proposal, including pricing, is valid for the educator, tour, and date(s) specifically mentioned herein. For additions, subtractions, or modifications, please contact your EF Tour Consultant.

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Safety

Your students' safety is our number one priority. We would never send a traveler to a location we believe to be unsafe—and with our extensive global presence, our best-in-the-industry experience, and our close working relationships with U.S. and international authorities, that's a statement we can back up with real insight. Whether it's a worldwide pandemic or a sprained ankle, a missed flight or confusing medical paperwork, we make sure every situation is taken care of.

Worldwide presence

EF's global presence is truly unmatched. We have staff on the ground 365 days a year in over 50 countries. And we don't just work in those countries—we call them home. EF team members live in nearly every one of our tour destinations, meaning we have the local knowledge to help keep our groups safe. That presence allows us to be there to support you on the ground wherever and whenever you need us.

24/7 emergency support

In the event that anything on tour goes wrong, EF staff is always available to help. Your Tour Director is your group's constant companion and first point of contact in an emergency. Additionally, our fully trained support teams are on hand 24/7 to walk teachers through any issues and provide the resources necessary to get things back on track. Our Safety and Incident Response Team—comprised of industry experts, healthcare experts, and even former FBI personnel—is ready to spring into action 24 hours a day, 365 days a year. And when they aren't directly helping EF travelers, they're actively innovating on and shaping the new worldwide standards for cleanliness and safety.

Your team

This group is fully committed to your school's trip and the safety of every traveler.

Operations Safety & Incident Response Team – This team is strategically based in our Boston, Panama, Tokyo, and Zurich offices to accommodate for all time zones. Available 24 hours a day, every day of the year, they are trained to react quickly if travelers need help. The team uses a combination of extensive training, simulations, incident response planning, and previous experience to manage emergencies. As needed, they can facilitate additional support for groups on tour, solve operational issues, arrange assistance from outside specialists, and liaise with local and international authorities.

Emergency Services & Support Team – Our support team is available 24/7 to help resolve any issue, from a missed flight to a lost passport to more serious on-tour incidents. They also facilitate communication between travelers and families in the event of an emergency at home. The team is made up of highly trained and dedicated EF staff in our Boston and Denver offices who are equipped to solve problems and answer questions that may come up, even outside of regular business hours.

Tour Director – Assigned exclusively to your tour for the length of the stay at your destination, your Tour Director meets your group at the airport and travels with you until your departure. All Tour Directors undergo a background check as permissible by local law every two years and are required to participate in ongoing EF safety trainings. They're the first point of contact in an emergency and also communicate information to help travelers stay safe in a foreign destination. Tour Directors assist Group Leaders with hotel check-ins, coordinate meals, facilitate excursions with local guides, and much more. They're also culturally connected and expertly trained to support impactful learning experiences.

EF Travel Team – This team is your point of contact at EF. This team is a dynamic duo, made up of a Tour Consultant and an Experience Specialist. Your Tour Consultant is an itinerary whiz & is devoted to the growth of your students. They are your school's partner, working with you on everything from finding the perfect tour and enrolling students to creating long-term travel programs for your school community. Your Experience Specialist is here to dive into all the little details that make your experience with EF special. They will work directly alongside the Group Leader (a.k.a. local teacher), right up until the moment of departure to make sure everything goes smoothly.

Traveler Support – Our team of support specialists are readily available to walk families through insurance inquiries, payment plans, food allergy issues, and any other topics that arise.

Chaperones – For every six travelers who enroll on your school's tour, your group is eligible to bring along a chaperone for free (the first spot goes to the Group Leader). This allows for a 6:1 ratio of students to chaperones, who assist Group Leaders with supervision of students to help keep them safe

Protection for travelers, schools, and districts

We understand that unpredictable things can happen, either on tour or before departure. We offer a variety of protections, programs, and policies to make sure that, no matter what happens, travelers, schools, and districts are covered. We're doing everything we can to make planning for the future as flexible as possible.

General liability insurance

All Group Leaders, schools, and districts who travel with EF are automatically added as additional insureds under our **\$50 million General Liability Policy**, regardless of whether or not the tour is affiliated with the school. EF's liability coverage is primary and non-contributory for covered third-party claims. The policy helps safeguard Group Leaders and their schools for covered third-party claims related to bodily injury or property damage, which includes providing a legal defense and covering legal costs for such claims. In addition, all travelers are required to sign EF's Release and Agreement, which includes a release of liability of their Group Leader, school, and school board.

Flexibility to change tours

The world is always changing. And while our belief in the positive impact of travel is unwavering, it can feel hard to predict what life, here in the U.S. and abroad, will look like several months, a year, or even two years from now. When you decide to travel with EF, we want you to feel secure in that decision. That's why these benefits are built into every EF program.

Peace of Mind

Provided to all groups

We understand that plans can change due to unforeseen circumstances. EF provides this exclusive program to account for such situations. It provides groups with flexibility to change the dates and destination of their tours in uncertain times. This program accounts for such circumstances and can be enacted up to 45 days prior to departure at the group level for any reason, including terrorism or other world events.

Protection for individual travelers

Travelers can help protect their investment and themselves from certain unexpected events and expenses while on tour with the Global Travel Protection Plan and Global Travel Protection Plan Plus.

Global Travel Protection Plan

Available to all travelers

Designed specifically with EF travelers in mind, this plan provides both pre-departure and post-departure benefits, including medical expense coverage that may apply on tour and tour cancellation for specified reasons.

Global Travel Protection Plan Plus

Available to all travelers

To further protect your investment from the unexpected, this plan provides all of the benefits included in the Global Travel Protection Plan as well as expanded cancellation protection.

Background checks for adult travelers

EF requires all adults (20 years and older) to pass a criminal background check before traveling on our student tours. This provides a safer tour experience for all travelers and aligns with the process and expectations of many school districts for adults who volunteer in schools or chaperone school activities. The secure process, provided by a leading professional provider, only identifies those individuals who could present a risk to student travelers while on tour.

Affordability

We believe every student should have the opportunity to travel. That's why we're dedicated to providing the lowest prices possible and giving travelers multiple resources for managing payments.

Tour Consultants work closely with teachers to build a tour that's exactly right for your students. Through discussions with your teacher, they take into account learning objectives, cost, timing considerations, and any other factors to craft a tour that's accessible to as many students as possible.

Resources for managing cost and payments

Automatic Payment Plan – Our recommended payment plan offers the ability to break the tour fee into smaller installments. With most tours planned well in advance, travelers can enroll for only \$95, then pay over a long period of time—often up to 18 months or two years—with final payment due 30 days before departure. Families make payments directly to EF, with no payments going through the school.

Fundraising pages – Each student has access to their own unique and customizable fundraising page. The easy-to-share page makes it simple for friends and family to contribute a little something that is automatically applied to the balance of the tour, with no fees whatsoever.

Global Citizen Scholarship Fund – EF Educational Tours provides \$100,000 worth of scholarships to students across the country every year. Any student is able to apply for the Global Citizen Scholarship, which is awarded on both a merit and need basis.

Risk-free enrollment period - New travelers who enroll by their Enrollment Deadline can cancel for any reason up to 14 days after enrollment for a full refund of 100% of the money paid to EF. Travelers must pay in full or enroll in our Automatic Payment Plan at the time of program enrollment and must remain either paid in full or enrolled in our Automatic Payment Plan and in good financial standing at the time of cancellation to remain eligible. To be eligible, the traveler must enroll on a tour at least 110 days prior to the scheduled departure date.

Educational value

Our tours help prepare students for the future by teaching them more about the world, themselves, and the impact they can have on the world. Combining the power of experiential learning with the thrill of global travel, our tours help students:

- Expand their knowledge of the world around them
- Grow more confident and independent
- Understand new people, places, and cultures
- Discover more about themselves

To learn more about EF's educational philosophy, visit <https://www.efdours.com/our-story/educational-approach>

EF is an accredited institution

We echo your commitment to education. Our travel-based learning approach is designed to blend classroom and experiential learning. This allows us to meet the same rigorous standards as schools like yours, ensuring students gain valuable experiences that transform the way they look at the world.



Earning credit for new experiences

EF makes it easy for students to turn their tour experience into high school credit, college credit, or to get a head start on their college essays—all while making their travel experience even more engaging.

- Students in grades 6 - 12 can earn .5 elective high school credit by successfully completing the final project as part of EF's Personalized Learning Guide. Tuition is free.
- Students in grades 9 - 12 can earn 3.0 undergraduate credits, along with the confidence that comes with taking a college course, by completing a series of assignments and a final research project with our partner, Southern New Hampshire University—all for just \$360.
- Educators traveling on student tours may earn up to 45 free hours toward relicensure OR 3 or 6 graduate level credits (\$360/\$720) through Southern New Hampshire University.

Itinerary specifics

For more robust details, the complete itinerary is attached to this document. It includes specific locations, each day’s activities, travel plans, and more.

Price of the proposed tour

The tour program price covers a wide range of services that ensure students have an incredible experience. It includes all the planning and preparation that leads up to departure, travel and accommodations, plus logistical support and details once the group reaches their destination.

Full flexible travel window: March 28-April 7, 2027
Requested travel dates: March 29-April 6, 2027

Costa Rica: A Touch of the Tropics

Program Price ¹ \$3,799

Includes:

- Round-trip airfare and on tour transportation
- Hotels with private bathrooms
- Breakfast and dinner (see your itinerary for meal details)
- Full-time Tour Director
- Daily activities, tours and entrances to attractions

Quote created on 3/7/2024

Folklore evening \$60

Local food workshop \$50

EF's Peace of Mind Program * Free

Total for Students (under 20) \$3,909

36 monthly payments \$106/mo

Adult Supplement ² \$820

Total for Adults \$4,729

36 monthly payments \$129/mo

¹ Program price valid for today. Change and cancellation fees of up to the total price will apply. Applicable airline baggage fees are not included and can be found at eftours.com/baggage. All prices subject to verification by EF Tour Consultant. To view EF's Booking Conditions, visit eftours.com/bc. Some countries may require aircraft insecticide treatment for in-bound foreign flights. Such countries can be found at eftours.com/insecticide.

² Adult supplement required for travelers age 20 and older at the time of travel.

* We understand that plans sometimes change due to unforeseen circumstances. EF's Peace of Mind Program allows your entire group to change your tour or departure date. Your group can feel secure planning your trip, knowing that your plans are flexible.

Itinerary shown is for 2027 travel. Itineraries are subject to change biannually, please call for more details

Quote created on 3/7/2024

Sample hotels

Every hotel we work with must meet our high standards for safety, quality, and cleanliness. Hotels are vetted by our team to make sure they meet our requirements and are subsequently inspected regularly to ensure they continue to satisfy those parameters. Please note that hotels abroad may have different amenities than travelers are accustomed to in the United States.

Here are some examples of hotels students might stay in on tour:

Hotel Lacas Tacotal | Arenal Region

<https://www.tacotal.com>

At the Hotel Lavas Tacotal, the natural landscape of Costa Rica takes center stage. Lounge poolside while enjoying spectacular views of the Arenal volcano or explore the beautiful flower gardens woven amongst the wooden bungalows. Each cabin is equipped with air conditioning, Wi-Fi, coffee makers, and TVs.

Hotel El Bosque Monteverde | Monteverde

<https://elbosquemonteverde.com/hotel-el-bosque-monteverde/>

The eco-conscious Hotel El Bosque is situated on a 23-acre forest of conservation area and uses solar power for various amenities on the grounds, including hot water and path-lighting. Explore the nearby nature trails while observing quetzals, bellbirds, and even more wildlife. Each room is equipped with a private bathroom, free Wi-Fi, and abundant views of the forest.

Sample meals

Meals are selected to establish a more immersive cultural experience and give students an idea of how locals eat. Below are some examples of local dishes travelers may try at the destination that your teacher has chosen, but please note that meals can vary from tour to tour.

On tour, breakfast generally is simple and will be at the hotel; it could be plated or buffet-style. **Lunch** typically is your chance to make culinary discoveries of your own. **Dinners** will be a mix of familiar dishes and local specialties. All meals will be a mix of familiar dishes and local specialties all served from a pre-set group menu.



Costa Rica: Sample Meals

Rice and beans, fried sweet plantains, chicken/meat, steamed vegetables

How I can help with next steps

My name is Leah Thomas and I am Cloquet High School's dedicated Tour Consultant. That means I'll be working with Mrs. South every step of the way to make sure everything is perfectly planned.

I hope this overview has given you the information you need to feel confident in EF as an educational travel provider. Should you have any questions or need any additional information, please don't hesitate to reach out to me directly. EF is excited to partner with your school to bring this life-changing experiential learning opportunity to your students.

Sincerely,
Leah Thomas
Tour Consultant
leah.thomas@ef.com

“I am now more confident than ever in the safety and experiences of my students after working with EF on this trip. As a leader, I am committed to ensuring a global mindset throughout my district and student/teacher travel.”

Angela M., Administrator, Brunswick, ME

“I advocate for travel because the world is vast and diverse. If we want to truly understand our neighbors in other states or countries, we must reach out and meet them where they live. Travel provides a glimpse into another world that our students may have Googled or watched on a device, but living it with the smells, food, smiles, and various challenges teaches flexibility, tolerance, understanding, and empathy.”

- Chuck C., Group Leader, Central, SC

From a single tour to a whole program

A single tour can open up endless possibilities for a small group of students. Our goal at EF is to bring that experience to as many students as possible, including the broadest collection of students at your school. By progressing from a single tour to a consistent travel program, you'll not only build a culture of exploration, but you'll provide the opportunity of travel to even more students. We can work directly with you and your staff to establish a framework for your travel program that's tailored specifically to your school's needs and goals.

Request for School Board Approval of
2026 Spain Trip (summer) & 2027 Costa Rica Trip (spring break)

In compliance with Policy 610, Part III, Section A, part 4, below are detailed answers to all the requirements put forth by our school district in order to travel abroad.

Links included in this document:

- [Spanish Class Trip Standards Alignment](#) - both trips
- [Itinerary](#) - 2026 Spain
- [Itinerary](#) - 2027 Costa Rica
- [Behavior contract for students and adult chaperones](#) - both trips
- [TERMS and BOOKING CONDITIONS for both trip - Link here](#)

Policy 610 FIELD TRIPS

III - TRIPS OUTSIDE OF THE UNITED STATES

A - School-Sanctioned Trips

Part 4. All requests for consideration of foreign educational trips must include the following:

a. Objectives for the proposed trip and the expected learning outcomes.

- ★ [Link to Spanish Class Trip Standards Alignment](#)

b. Learning activities to be experienced and exercised during the trip

- Both trips (Spain and Costa Rica) will educate students through authentic travel encounters with the world beyond the classroom. This trip's experiential content meets students where they are on their educational journey. Students will be participants in experiential learning with high levels of engagement, guided discussion, questions and answers, and personal connections
- Students are immersed in a learning environment for the duration of the trip. The daily itinerary keeps the students engaged and learning. As their teacher, I am with them the ENTIRE trip, using the world as my classroom. We all stay in the same place so the student's safety is forefront and we will make sure they are in their rooms for curfew and up for the activities each morning. There is also a professional guide who is also a teacher that helps teach about the local culture and history.

c. The grade levels and estimated number of students going on the trip.

This trip is open to students in grades 9-12 who are currently in Spanish or who have successfully completed Spanish I and II. It is estimated that 10-30 students will go. Our max is 30, and because in the past we have had to turn students away, we have to limit this trip to Spanish students. For every six students, there will be one adult chaperone.

d. The estimated cost per pupil and per chaperone

2026 SPAIN	2027 COSTA RICA
<ul style="list-style-type: none"> ● Cost per pupil: \$4,299 ● Cost per adult: \$5,119 <p>PROGRAM FEE INCLUDES:</p> <ul style="list-style-type: none"> ● Round-trip airfare and on tour transportation ● Hotels with private bathrooms ● Breakfast and dinner ● Full-time Tour Director ● Daily activities, tours and entrances to attractions ● EF's Peace of Mind Program ● 24 hour emergency service 	<ul style="list-style-type: none"> ● Cost per pupil: \$3,909 ● Cost per adult: \$4,729 <p>PROGRAM FEE INCLUDES:</p> <ul style="list-style-type: none"> ● Round-trip airfare and on tour transportation ● Hotels with private bathrooms ● Breakfast, lunch and dinner ● Full-time Tour Director ● Daily activities, tours and entrances to attractions ● EF's Peace of Mind Program

Not included in the Price:

- [Additional Travel insurance \\$190 / \\$590 for the Plus Plan](#)

	 GLOBAL TRAVEL PROTECTION	 GLOBAL TRAVEL PROTECTION PLUS
COVERAGE		
Program cancellation	Covered for limited and pre-defined reasons	<u>Any reason</u> up to 24 hours prior to departure
Program interruption	✓	✓
Illness & accident	✓	✓
Baggage & property	✓	✓
Flight delay	✓	✓
Emergency evacuation	✓	✓

e. The expected source(s) of funds, including estimated student contributions and/or Means of transportation

- Students will each be given a fundraising website where people can donate to their trip
- In the past, we have:
 - Sold Kwik Trip gas cards
 - Held a rummage sale
 - Sold candy bars
 - Sold hanging baskets
 - Students have babysat/raked/shoveled for neighbors for \$.
 - Most get a job where they can earn in one hour what they may earn all day at a fundraising event.

Some of these have been successful and some have gleaned little profit - It depends on the parents of the travelers and their willingness to coordinate these activities.

f. Itinerary, including the start and ending dates of the trip detailed by the time of departure and anticipated time of return

1. [Itinerary - SPAIN](#) (May 31- June 9 2026)
2. [Itinerary - COSTA RICA](#) (spring break 2027)

g. Arrangements for meals and lodging

- **MEALS:**
 - COSTA RICA:
 - All Meals are included and we eat as a group in locally owned and operated sodas (Costa Rican word for restaurant).
 - SPAIN:
 - We will eat breakfast and dinner daily as a group.
 - Students are responsible to pay for their own lunch. Because restaurants and cafes are smaller in Spain, chaperones will be expected to guide small groups to local restaurants for lunch.
- **HOTELS:**
 - [See some example hotels here](#)

- Students will room with other students of the same gender as identified on their passport. If a student needs special accommodations or a single room (additional cost), that is available.

h. Names of proposed chaperones. Chaperones are subject to approval by the Principal and the Superintendent

- Lisa South - CHS Spanish Teacher
- Jeanna Aldridge - CHS Spanish Teacher / Parent of participant
- Matt Winbigler - CHS Science Teacher / Parent of participant
- Rebecca Morrison - CHS Spanish Teacher
 - *If we need more, we will advise our principal and the superintendent for final approval.*
 - *All adults on this trip will be subject to a background check done by the travel company*

i. Plans for providing information to parents and chaperones

- Pre-Departure we will have multiple meetings with parents and travelers. For parents that cannot attend meetings, detailed notes will go out via email to all families with travelers.
- On tour:
 - All parents submit TWO emergency contact numbers, and two emails to be used in case of an emergency.
 - An emergency contact list is also made by the group leader, myself. I bring a hard and electronic copy of this in case I need to get in contact with any parents on the trip.
 - A copy of this list is also given to the administration, and all the parents.
 - We will have a group chat for parents using Remind, WhatsApp, and a Facebook
 - EF will also contact all emergency contacts in case something were to happen to our group.
 - All families will have the cell phone numbers of the lead teacher and the chaperones. It is the responsibility of any teacher leading a trip to have an international phone plan so parents can text and call at any time.
 - Any family without an international phone plan that needs/wants to connect can use the phone of one of the lead teachers.

j. Plans for emergencies

- EF has representatives on call 24/7 - I only need to call and a representative will arrange a new hotel, transportation, or flight. There are also local offices and representatives in each area that we will travel to
- Students will be given a small card that I print on cardstock that they are to keep with their passport under their clothing (in their neck/waist pouch). This card contains:
 - *My personal cell phone number*
 - *The cell phone number of our tour director*
 - *EF emergency number*
 - *The name, address and number of all our hotels*

- As the group leader, I collect all the numbers for **consulates, embassies, and local fire/police** ahead of time. Students are briefed on what to do in an emergency before they depart, again in the airport as we travel there, and a third time once we land (by our tour director).
- I also collect copies of passports in case a passport is lost (this speeds the process greatly).
- Prior to departing, any student that has a medical issue will submit a form to me so that I, the other chaperones, and the tour director can be aware of the issue and prepare to handle any potential problems.

k. Plans for inclement weather

- We travel with a Tour director who knows all the places we go well. Weather will impact at least one day and we will find an alternate option that is also educationally engaging for the students to participate in. We never sit at the hotel due to weather, we make other viable plans.
- If a flight is delayed due to weather, our travel company will work to secure tickets for the entire group on the next available flights and will help with arranging hotel accommodations if needed.

l. Behavioral expectations for all participants, including staff, chaperones, and students

- Prior to enrollment, I am upfront with my behavior expectations of students. They must adhere to school rules, EF's rules (they must sign upon enrollment) and any additional rules that are given on tour for safety reasons.

- [Behavior Contract \(Students and Adults\)](#)

m. Student accountability for behavior must include all District rules that are ordinarily applicable to all students in school and during school activities

- Students/parents are informed of this at the meetings, prior to departure, and again when on tour.
- I take pride in the fact that whenever I have traveled with a group from Cloquet, we get compliments from the people in other countries that we interact with.
- I remind students that they are not only representatives for our COUNTRY, but also for the state of MINNESOTA, and our town of CLOQUET. Overall, Cloquet Spanish students have represented our community well!

Other

[TERMS and BOOKING CONDITIONS - Link here](#)

March 7, 2024

Dear Board Members, Superintendent Cary, and Mr. Battaglia ,

The Spanish department is excited to announce that we plan to give our Spanish students the opportunity to dive deeper into the language and culture of Spain in **2026** and of **Costa Rica** in **2027**.

Students will have the chance to explore Spain on a ten day tour right after school is out in 2026 and Costa Rica on a nine day trip during spring break of 2027.

I (Lisa South - Spanish) am requesting official board approval to provide these educational opportunities to our students. I attended classes in Madrid, Spain as a graduate student for my CITS certification and I studied in Costa Rica as a university undergraduate student. I have traveled to Spain and Costa Rica multiple times with students. I have a strong affection for Spain, and I love to share the things I have learned (hands on!) with my students. My fellow Spanish teacher, Jeanna Aldridge will also be on this trip as a chaperone.

These trips are educational, immersive programs with the company, Education First (EF). Because of the intense educational itineraries of these trips, and the fact that the students are supervised by their teachers and our Spanish guides the entire time, the students will earn a general high school credit and can opt to enroll in a course based on the trip for **three college credits** through Southern New Hampshire University (PDHU 480D: Interculturalism and Global Exploration) when we return from the trip.

These international trips are more than an irreplaceable experience. Traveling now prepares students for the realities of a global economy by allowing them to understand all of the opportunities that are possible after graduation.

These trips are wonderful opportunities, and I am thankful that our school has a strong tradition of allowing students to participate in these trips.

Thank you for your consideration of this request.

Sincerely,



Lisa South
CITS Spanish Teacher
Cloquet High School

Attachments(9):

1. [2026 Spain & 2027 Costa Rica Trips - 610 Field Trip Form](#)
2. [2026 Spain Program Proposal](#)
3. [2027 Costa Rica Program Proposal](#)
4. [Spain and Costa Rica trips - alignment to national standards](#)
5. [Booking conditions](#)
6. [Behavior Contract \(Students and Adults\)](#)
7. [Itinerary - SPAIN](#)
8. [Itinerary - COSTA RICA](#)
9. [Trip Insurance](#)
10. [Parent Guide](#)



Education
Academics • Arts • Athletics

Cloquet Information Technology Support Association Contract

July 1, 2023 – June 30, 2025

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ARTICLE I RECOGNITION

Section 1. Exclusive Bargaining Agency: The Independent School District No. 94 School Board hereby recognized as the exclusive and sole bargaining representative for Cloquet Information Technology Support Association whether under contract, on leave, on a per diem basis, employed or to be employed by the School Board. The term “member” when used hereinafter in this Agreement, shall include the Cloquet Information Technology Support Association members employed by Independent School District No. 94. This Agreement shall exclude all members of any and all other Independent School District No. 94 bargaining units. Terms not defined in this Agreement shall have those meanings as defined in the Public Employees Labor Relations Act of 1971, as amended.

Section 2. Sole Agent: The School Board agrees not to negotiate with any information technology organization other than the Cloquet Information Technology Support Association as the exclusive bargaining agent.

Subd. 1. Parties: This Agreement, entered into between the School Board of Independent School District No. 94, Cloquet, Minnesota, hereinafter referred to as the “School Board”, and the Cloquet Information Technology Support Association (certified by the Director of the Bureau of Mediation Services as the exclusive representative), hereinafter referred to as the “Association”, pursuant to and in compliance with the Minnesota Public Employees Labor Relations Act of 1971, as amended, hereinafter referred to as the P.E.L.R.A., is to provide the terms and conditions of employment for all Association members for the term of this Agreement.

Subd. 2. Recognition: In accordance with P.E.L.R.A., the School Board recognizes the Association as the exclusive representative of information technology personnel employed by the School Board of Independent School District No. 94, which exclusive representative shall have those rights and responsibilities as prescribed by the P.E.L.R.A. and as described in this agreement.

Section 3. Rights of Members of the Association:

Subd. 1. Right to Views: Nothing contained in this Agreement shall be construed to limit, impair, or affect the right of any Association member or the representative of an Association member to the expression or communication of a view, complaint or opinion on any matter, so long as such action does not interfere with the performance of the duties of employment as prescribed in this Agreement or circumvent the rights of the exclusive representative.

Subd. 2. Right to Join: Association members shall have the right to join employee organizations and shall have the right not to form and join such organizations.

Subd. 3. Right to Exclusive Representation: Association members in an appropriate unit shall have the right to designate an exclusive representative for the purpose of negotiating the terms and conditions of employment and grievance procedure for such members as provided in the P.E.L.R.A.

Section 4. Board of Education Rights:

Subd. 1. Inherent Managerial Rights: The parties recognize that the School Board is not required to meet and negotiate on matters of inherent managerial policy which include, but are not limited to, such areas as discretion or policy as the functions and programs of the employer, its overall budget, use of technology, the organization structure, and selection, direction, and number of personnel, and that all management functions not expressly delegated in the Agreement are reserved to the School Board, subject to the right of the exclusive representative to meet and confer as provided in the P.E.L.R.A.

Subd. 2. Management Responsibilities: The parties recognize the right and obligation of the School Board to manage and efficiently conduct the operation of the school district within its legal limitations and consistent with its primary obligation to provide educational opportunities for the students of the school district.

Subd. 3. Effect of Laws, Rules and Regulations: The parties recognize that all employees covered by this Agreement shall perform the services and duties prescribed by the School Board. The parties also recognize the right, obligation, and duty of the School Board and its duly designated officials to promulgate reasonable rules, regulations, directives and orders as deemed necessary, insofar as such reasonable rules and regulations, directives and orders are not inconsistent with the terms of this Agreement. The parties further recognize that the School Board, all employees covered by this Agreement, and all provisions of this Agreement are subject to state and federal law, rules and regulations of the State Board of Education and valid rules, regulations and orders of state and federal governmental agencies. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

Section 5. Negotiation Procedures:

Subd. 1.: In any negotiations described in the Article, each party shall have complete control over the selection of the negotiating or bargaining representative of its own party.

Subd. 2.: The matters contained in this Agreement are not subject to further negotiations between the parties during the term of this Agreement.

**ARTICLE II
RIGHTS OF ASSOCIATION MEMBERS**

Section 1. No Restriction or Denial of Member’s Rights: Nothing contained herein shall be construed to deny or restrict any rights a member may have under federal law or the statutes of Minnesota (or other applicable laws and regulations).

Section 2. Personnel Files: Pursuant to M.S. 125.12, Subd. 14, as amended, all evaluations and files relating to each individual technology staff worker shall be available during regular school business hours to each individual technology staff worker upon their written request. The technology staff worker shall have the right to reproduce any of the contents of the files at the technology staff worker’s expense and to submit any material contained therein. However, the school district may destroy such files as provided by law.

**ARTICLE III
ASSOCIATION SALARIES**

Section 1. Payment of Salaries: Salaries of members will be paid in accordance with the following guidelines (please refer to Attachment A – Salary Schedule). Employees hired prior to January 1 will receive credit for the full year. The members will be paid according to District Policy 424.14. The Board may place a new hire on any step of the salary schedule based on experience and/or qualifications.

Subd. 1 Steps:

Subpart 1. New Employees: New employees shall normally be paid at the minimum (Step 1) of the salary range for Association members. However, the supervisor, with the approval of the Superintendent, may pay a new employee at Step 2 or higher if such higher placement is justified by exceptional qualifications, relevant outside experience, or by lack of available qualified eligible persons at the minimum rate.

Subpart 2. Step Increases: Association members will advance one (1) step on July 1st each year, provided they have successfully completed a year of service.

Subd. 2. Longevity Pay: Association members shall receive longevity pay according to the following table. Years listed in the table are for current year of service. For instance, employees will be eligible for longevity pay beginning their 10th year of service.

Years of Service	Longevity Pay
10 to 15 years	\$780
16 to 20 Years	\$1080
21 to 25 years	\$1380
26 to 30 Years	\$1680
31 + Years	\$1980

Subd. 3. Committee Pay: Association members shall receive overtime pay for hours served on district committees when committee meetings are scheduled outside regular work hours.

**ARTICLE IV
RETIREMENT INSURANCE BENEFITS AND 403(b)**

Section 1. 403(b) Employer Matching Plan:

Subd.1. Eligibility: Full time 52-week employees whose positions have been defined as regular employees who are scheduled to work forty (40) hours per week.

Subd.2. Cap: There shall be a lifetime cap of \$45,000 on District contributions.

Subd.3 Match: Employees who are eligible to participate in the District's 403(b) Plan will receive the yearly maximum matching amounts as listed below.

YEARS OF SERVICE	MAXIMUM ANNUAL MATCH
1 – 3	No match
4 – 6	\$900
7 – 10	\$1,400
11 – 15	\$1,900
16+	\$2,400

District matching amount shall match member's contributions on a dollar for dollar basis up to the applicable maximum amount allowed under this Agreement.

Subd.4. Plan Year: The plan year shall be from July 1 through June 30.

Subd.5. Participation: An eligible member must make application for participation by July 1 of each school year. Once an eligible member elects to participate in the plan, said election is irrevocable for that school year and will continue each subsequent school year unless modified by the member by the July 1 deadline. This provision relates to an eligible member's willingness to participate in the plan and in setting the monetary amount of participation in the plan. Once the election is made, the member must participate in the program at the same rate for that school year unless the member is granted an unpaid leave or a temporary leave of absence, in which case he/she may not participate in the matching program until the member returns.

Section 2. Medical Insurance: Upon retirement, an employee who is at least 55 years of age and has been employed as a full-time employee (as defined in Article V, Section 1) in Cloquet School District, ISD #94 for at least 10 consecutive years prior to retirement shall be allowed to participate in the district offered medical insurance plan(s) with 100% of the insurance premium paid by the retired employee. This benefit shall be in effect until the employee reaches Medicare age.

Section 3. Eligibility for Post-Retirement Health Care Savings Plan: Association employees are eligible to participate in the Minnesota Post Employment Health Care Savings Plan (HCSP) established under Minnesota Statutes, section 352.98 (Minn. Supp. 2001) and as outlined in the Minnesota State Retirement System’s Trust and Plan Documents. All funds collected by the employer on behalf of the employee will be deposited into the employee’s Post Employment Health Care Savings Plan.

Subd.1. Eligibility: Full-time employees, as defined in Article V, Sec I, will be eligible for an annual District contribution to a personal account in the Post- Retirement Health Care Savings Plan, hereinafter referred to as the PRHCSP, managed by the Minnesota State Retirement System (MSRS).

Subd.2. Contributions: Contributions shall be paid monthly at a rate of 1/12 of the annual amount for which employees are qualified to receive.

Subd.3. Cap: There shall be a lifetime per employee cap of \$40,000 on District contributions.

Subd.4. Amount of the District’s Contribution: Effective beginning with the 2019-2020 school year, the District will make an annual contribution to an employee’s account in the Post-Employment Health Care Savings Plan (PEHCSP) managed by the Minnesota State Retirement System (MSRS) in an amount based on their years of service to the Cloquet School District in accordance with the following chart:

Maximum of \$40,000 lifetime contribution:

4 – 6 years	7 – 10 years	11 – 15 years	16 – 20 years	21+ years
\$500	\$1,000	\$1,500	\$2,000	\$3,000

Example of interpreting the above chart:

Beginning their fourth (4) year with the school district, employees will be eligible for a \$500 benefit.

Death of Employee: Upon an employee’s death contributions owed but not yet paid to the HCSP will be paid to the beneficiary.

Section 5. Dental Insurance: Dental insurance premiums shall be 100% paid by the retired employee.

Section 6. Life Insurance: Life insurance premiums shall be 100% paid by the retired employee.

**ARTICLE V
BENEFITS - QUALIFICATION FOR EMPLOYEE BENEFITS**

Section 1. Full-Time Employees:

Subd.1. Full-Time Fifty-Two (52) Week Employees: Employees whose positions have been defined as regular employees who are scheduled to work forty (40) hours per week. Full-time employees shall receive the following benefits:

- a. Vacation (Article VI, Sec I).
- b. Sick leave, emergency leave, bereavement leave, personal leave, and approved leaves of absence as specified in (Article VI, Sec III, IV, V, VI, VII, and VIII).
- c. Health, Life, Dental, and Long-Term Disability Insurances (Article V).
- d. Holidays (Article VI, Sec II).
- e. Retirement Benefits (Article IV and Article V, Sec II).

Section 2. Employee Medical Insurance Benefits:

Subpart 1. Employee/School District Premium Share: Effective July 1, 2019, hospitalization, medical and surgical benefits will be provided by the District for all eligible employees with the District bearing the costs as listed in Attachment B – Health Insurance Costs.

Subpart 2. Premium Increase/Decrease: In the event the single or dependent premium increases/decreases from the September 1, 2011 premiums, the District and the employee will share in the insurance plan increases/decreases as follows:

- a. Dependent Coverage: The District and employee will share the increases or decreases in premiums equally.
- b. Single Coverage: For any amount of premium over \$8,000, increases or decreases in the premium shall be 80% District responsibility and 20% employee responsibility.

Subpart 3. Opt for Alternate Plan: Employees may opt for different plan coverage during the open enrollment period each year.

Subpart 4. Dependent Benefit Coordination: The following section will be administered in accordance with applicable rules and regulations governing coordination of benefits. If an employee's dependent is entitled or would be entitled if enrolled, to have any part of the cost of eligible medical-surgical, hospital, major-medical, and dental services, and supplies paid by the dependent's fully employer-paid insurance plan, even though the dependent does not enroll in the plan or waives or fails to claim benefits under the plan, the Cloquet School District insurance plan will provide secondary coverage only. The amount furnished under this article shall be reduced so that the total amount paid under this contract and the dependent's fully employer-paid insurance entitlement does not exceed the total charges for covered benefits.

Subpart 5. Dependents: An employee with a dependent is eligible for coverage of the dependent provided the dependent is a dependent defined by Code § 152 or an “adult child” as defined by Code § 152(f) (1) and is not an employee of another employer receiving insurance benefits from said employer as follows:

- a. Cash instead of health insurance, or
- b. Some type of credit toward the purchase of some other employee benefit instead of health insurance, or
- c. Cash in addition to selecting health insurance with a deductible of \$750.00 or more instead of a plan with a smaller deductible.

Subpart 6. Eligible Spouse: If a married couple both work for the District and are both eligible for District health insurance coverage, the options shall be as follows:

- a. Two single plans, or
- b. One family plan, or
** If enrolled in a family plan, the family premium paid by the employee shall be \$1,200 less than the amount paid by other family policy holders if the family is enrolled in an HDHP.
- c. Spouses choosing the reduced family premium option described in the District's insurance plan will not be eligible for the extra \$900 MN PRHCSP contribution.

Subd. 7. Health Reimbursement Account (HRA)/Health Savings Account (HSA):

Subpart. 1. Introduction: Employer shall make an HRA/HSA arrangement available subject to the terms of this agreement for eligible members, herein referred to as "Employees." Procedures and rules for High Deductible Health Plans (HDHP) are part of the District's policies and procedures.

Eligible employees who enroll in the HDHP, Employer and Employee shall share in the costs of the plans as listed in Attachment B – Health Insurance Costs.

Section 3. Dental Insurance for Full-Time Employees: Effective July 1, 2019, dental benefits will be paid by the school district at a premium rate of \$28.65 per month per eligible employee with single coverage and that dependent coverage will be paid by the school district at the premium rate of \$49.28 per month per eligible employee. If the total premium rate exceeds the individual rate as stated above, the school district shall pay the additional costs of premiums. If the total premium rate exceeds the dependent rate as stated above, the school district and the employee shall share the premium increase equally.

Section 4. Life Insurance for Full-Time Employees: Full-time employees (as defined in Article V, Sec I) shall also receive term life insurance in an amount of \$50,000 at District expense.

Section 5. Long-Term Disability Benefits: Full-time employees (as defined in Article V, Sec I) shall receive long-term disability benefits up to 66 2/3% of the employee's basic salary to a maximum benefit of \$3,000.00 per month. There shall be an elimination period of 60 working days.

Subd.1. Eligibility: All eligible employees shall be required to participate in the group at their own expense.

Subd.2. Cost: The salary of each employee shall be increased by the cost of their long-term disability premium.

Section 6. Claims Against the School District: It is understood that the District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the District as a result of a denial of insurance benefits by an insurance carrier.

Section 7. Minnesota State Post-Retirement Health Care Savings (MSPRHCS): Association employees are eligible to participate in the Minnesota Post Employment Health Care Savings Plan (HCSP) established under Minnesota Statutes, section 352.98 (Minn. Supp. 2001) and as outlined in the Minnesota State Retirement System's Trust and Plan Documents. All funds collected by the employer on behalf of the employee will be deposited into the employee's Post Employment Health Care Savings Plan.

Full-time employees (as defined in Article V, Section I) eligible to receive group insurance benefits and either choose single coverage or waive coverage, shall receive \$75.00 per month in a PRHCSP managed by the MSRS.

Death of Employee: Upon an employee's death contributions owed but not yet paid to the HCSP will be paid to the beneficiary.

**ARTICLE VI
LEAVES OF ABSENCE**

Section 1. Vacation for Full-Time 52 Week Employees:

Subd.1. Vacation: Vacation time and years of continuous service shall be computed as of July 1 of each year. If an employee is first employed after July 1 in any one year, vacation shall be granted at the rate of one (1) day per month of service from the time of employment to July 1, but not to exceed ten (10) days. For example, a member employed on March 1 would be allowed four (4) days of vacation on July 1.

Association employees will qualify for vacation as follows:

- a. Ten (10) days of vacation time shall be allowed for 12 months of continuous full-time service.
- b. After five (5) years of continuous service, qualified employees shall receive 15 days of vacation.
- c. After 10 years of continuous service, qualified employees shall receive 20 days of vacation.
- d. After 15 years of continuous service, qualified employees shall receive 25 days of vacation

Association members who were employed with the district on July 1, 2019, shall receive 15 days of vacation per year until such time the years of service dictate a greater amount.

Vacation days must be approved by the District Technology Director. Up to 10 days of unused vacation may be carried over into the next fiscal year.

Vacation requests falling on the Thursday and Friday in October of the Ed. MN Break may not be denied to unit members. In case of emergency, unit members who have requested vacation for these dates will report to work when ordered by the technology director or superintendent and be paid 1.5x their normal hourly rate for actual hours worked.

Subd.2. Termination or Death: Upon termination of employment or death of employee, all earned and unused vacation will be paid to the employee or his/her beneficiary at their daily rate of pay. Association members must designate a beneficiary in order for the beneficiary to receive these benefits.

Section 2. Holidays and Scheduled Leave for Full-Time 52 Week Employees:

Subd 1. Benefits: The following paid holidays shall be granted to full-time 52-week employees. However, employees will not be granted paid holiday time unless their work year or scheduled work time includes the dates of a particular holiday listed below:

- New Year's Day Two (2) days
- President's Day One (1) day
- Good Friday One (1) day
- Memorial Day One (1) day
- Juneteenth One (1) day
- July 3, 4, or 5 Two (2) days
- Labor Day One (1) day
- Thanksgiving Two (2) days
- Christmas Two (2) days
- Total: Thirteen (13) paid holidays

The dates between the observed Christmas Holiday and the observed New Year's Eve Holiday will be scheduled vacation days for association members. These vacation days will not count against those days accrued under section 1. In case of emergency, unit members will report to work when ordered by the technology director or superintendent and be paid 1.5x their normal hourly rate for actual hours worked.

Section 3. Emergency Leave: Three (3) working days per year may be granted with the approval of the District Technology Director. Emergency leave will not be deducted from sick leave. With approval of the District Technology Director, the employee may use emergency days when due to a school cancellation.

Section 4. Sick Leave:

- a. For the first five (5) years of employment, members shall earn sick leave at a rate of 15 days per year. The first year of employment (one year) shall be counted for any member hired between July 1 and June 30 of a given school year.

Example: Continuing employees will be credited with fifteen (15) days of sick leave on July 1 of each year.

- b. Starting year six (6), members shall be credited with 13 days of sick leave on July 1 of each year.
- c. Employees employed after July 1 shall be allowed one and one-half (1½) days of sick leave for each month of continuous employment during the first year, but not to exceed fifteen (15) days.

Example: An employee employed on November 1 will immediately be credited with twelve (12) days of sick leave, which is one and one-half (1½) days per month for an eight (8) month period.

- d. Up to five (5) days of sick leave with pay per school year shall be allowed whenever an employee's absence is due to the serious illness and/or the temporary disability of the employee's spouse, adult children, grandchildren, foster children, or parent.
- e. As of July 1, 2019, sick leave accumulation will be unlimited.

Note: The 2013 Legislature amended a sick leave law which will take precedence over the language in this contract as long as this law is in place. This law allows for 160 hours or 20 days of available sick leave in any 12-month period to be used for absences due to an illness of or injury to an employee's adult child, spouse, sibling, parent, grandparent, or stepparent.

Subd. 1. Sick Leave Incentive: Association members who use three (3) or fewer sick leave days in a year (July 1 – June 30) shall receive an additional personal leave day the following year. That personal leave day must be used the following year, or the employee will lose the day. There will be no cash compensation for not using this personal leave day.

Section 5. Bereavement Leave: In case of death in the immediate family, employee's parents, spouse, children, grandchildren, sister, brother, grandparents, sister-in-law, brother-in-law, father-in-law, mother-in-law, son-in-law, daughter-in-law, or grandparents of spouse; causing the employee to lose working time, time allowed is not to exceed three (3) scheduled working days if the distance traveled is 400 miles or less one way, four (4) scheduled working days if the distance traveled is more than 400 miles, but less than 800 miles one way; and five (5) scheduled working days if the distance traveled is more than 800 miles one way. No less than four (4) scheduled working days shall be allowed in the case of the death of a spouse or child. Additional time may be granted, at the discretion of the superintendent, upon written evidence of such special need for such additional time.

Section 6. Leave of Absence: An employee may be granted a leave of absence at the school board's discretion. A leave of absence, when granted, may be for educational leave, personal illness, illness or death in the family requiring one's assistance, or pregnancy. Such leave of absence shall be without compensation expense allowance from District funds. Consecutive years of service would not be interrupted due to the leave of absence in counting consecutive years of employment to qualify for a benefit.

Section 7. Personal Leave: Qualified employees shall be allowed three (3) days per year with pay, non-cumulative, for personal reasons.

Section 8. Association Leave Days: Absences or leave time will not be assessed to employees who participate in negotiations or other Association activities approved by the District's administration.

ARTICLE VII SUPPLEMENTAL BENEFITS

Section 1. Automobile: The District shall compensate members for business use of member's private vehicle at the federal mileage rate. For members assigned to multiple buildings on different campuses or assigned to float among all district facilities, the member may choose to receive a \$35/month stipend in lieu of cataloging mileage for reimbursement.

Section 2. Indemnification and Provision of Counsel: In the event that an action or claim is made against the member arising out of, or in connection with, member's employment while member is acting within the scope of member's employment with the District, the District shall indemnify and defend member to the extent permitted by law, and subject to the terms and conditions as provided by the policy of insurance in effect at the time of such claim with the relevant insurance carrier for the District, and subject to any limitations as provided in Minnesota Statute Chapter 466. Indemnification and defense of any actions or claims shall not be provided for any such actions or claims arising out of member's malfeasance, or intentional, willful or wanton acts or neglect of duties, or any actions brought against member by the District in which the District is successful.

Section 3. Cell Phone: Members will receive a \$30/month stipend for work related use of a personal cell phone. In the event the district provides a work cell phone to a member, the monthly stipend will discontinue.

ARTICLE VIII PROBATIONARY PERIOD AND NOTIFICATION

Section 1. Probationary Period: Members shall serve a six (6) month probationary period from the start of employment in an Association position.

Section 2. Notification of Retirement/Resignation: Members must provide the District with at least four (4) weeks of notice prior to resignation from the District and at least eight (8) weeks of notice prior to retiring from the District.

ARTICLE IX SENIORITY

Section 1. Definition: Seniority for personnel shall be defined as the length of continuous service with the school district. Upon completion of the probationary period, the seniority date of the employee shall include the probationary period. For the purposes of this section, leaves of absence shall not be considered an interruption of continuous service. Seniority shall be determined according to the following order of priority:

1. The first day of work for the District after the school board has approved the employee's hire.
2. The date at which the school board approved the employee's hire.

3. If two or more employees have the same seniority date, their seniority ranking shall be determined on the basis of the employee with the most time actually working for the District (i.e., time worked in other roles).

4. If a tie still remains, the District’s Director of Technology, in consultation with the District superintendent, will determine who is most qualified and should be placed higher on the seniority list based on education and experience.

Section 2. Seniority List: The superintendent shall maintain a seniority list, which shall show the names of Association personnel, initial date of employment, years of service, and seniority rank. Each employee shall receive a copy of the seniority list annually by July 1st.

Section 3. Loss of Seniority: An employee will lose seniority for the following reasons only:

- a. Resignation
- b. Involuntary termination
- c. Failure to return to work when recalled from lay-off

Section 4. Temporary Incapacity: Inability of an employee covered by this Agreement to work due to illness or injury shall not result in loss of position. Said personnel shall be entitled to return to regularly assigned positions after sufficient recovery to perform usual and ordinary duties. Maximum length of temporary incapacity shall not exceed 18 months. After 18 months, but prior to 24 months, an employee may petition the superintendent for reinstatement. The decision to reinstate an employee returning from temporary incapacity status shall rest solely with the superintendent. If making room for the employee requires lay-off(s), the procedures outlined in this contract for seniority determinations, layoffs, bumping, and filling of vacancies shall be followed.

Section 5. Posting and Filling of Vacancies: If a vacancy is determined by the superintendent to exist within the technology department, notice of this vacancy shall be advertised publicly and posted internally. Employees within the department (i.e. Association members or technology paraprofessionals) shall be given a minimum of five (5) working days to apply for said open position. Given due regard to reliability, efficiency, ability, and overall qualifications relative to the job description, appropriate candidates will be selected by the Director of Technology. The most qualified candidate will be recommended to the superintendent for employment. Final authority for hiring rests with the school board.

Section 6. Lay-Offs and Recall: The school board may place on lay-off as many personnel as may be necessary because of discontinuance of positions, lack of pupils, or merger of classes caused by consolidation of school districts. In the event of a lay-off or reduction of hours, substitutes and/or probationary personnel shall be laid off first. Personnel shall be laid off based on their inverse order of seniority. Employees to be laid off will have at least two (2) calendar weeks’ notice.

In the event of lay-off, Association personnel who have completed their probationary period, shall within a period of two (2) years from their last regular working day, be the first rehired and upon said employee being rehired shall be restored with their seniority, years of service, vacation and sick leave. In the event that multiple employees laid off at the same time are subject to recall, employees shall be recalled based on greatest seniority.

ARTICLE X GRIEVANCE PROCEDURE

Section 1. Definition of Terms and Interpretations:

Subd. 1. Grievance: A “grievance” shall mean a dispute or disagreement as to the interpretation or application of any term or terms of any contract required by the P.E.L.R.A. of 1971 between Independent School District No. 94 and the authorized representative. A “grievance” relating to a policy of the school district will be carried through level three (3) of the procedure.

Subd. 2 Aggrieved: Any person or group of persons within the appropriate unit having a grievance.

Subd. 3. Administrative Supervisor: The Cloquet Public Schools technology director.

Subd. 4. Grievance Committee: The committee appointed by the exclusive representative.

Subd. 5. Disposed: A settlement of a grievance, reduced to writing, to the satisfaction of both parties.

Subd. 6. Extension: Time limits specified in this procedure may be extended by mutual agreement.

Subd. 7. Days: Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all weekdays not designated as holidays by state law.

Subd. 8. Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday, or a legal holiday, in which case the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.

Subd. 9. Filing and Postmark: The filing or serving of any notice or document herein shall be timely if it bears a postmark of the United States mail within the time period.

Section 2. Representative: The aggrieved or School Board may be represented during any step of the procedure by any person or agent designated by such party to act in his/her behalf.

Section 3. Time Limitations and Waiver: Grievances shall not be valid for consideration unless the grievance is submitted in writing in the form herein prescribed to the administrative supervisor, setting forth the facts and the specific provision of the Agreement allegedly violated, and the particular relief sought within twenty (20) days of the knowledge of the event giving rise to the grievance. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereinafter shall constitute a waiver of the grievance.

Section 4. Informal Discussion: In the event that an individual or group of individuals believes that there is a basis for a grievance, the alleged grievance shall first be discussed with the administrative supervisor, either privately or accompanied by a representative of the grievance committee, without having reduced the grievance to writing.

Section 5. Adjustment of Grievance: The School Board and the aggrieved shall attempt to adjust all grievances which may arise during the course of employment of any member of the exclusive representative in the following manner:

Subd. 1. Level I: The aggrieved shall file a grievance on the appropriate district form, with his/her administrative supervisor within twenty (20) working days of knowledge of the event giving rise to the grievance. If the grievance is not disposed of, the administrative supervisor shall give a written decision on the grievance to the parties involved within ten (10) working days after receipt of the written grievance.

Subd. 2. Level II: In the event the grievance is not disposed of in Level I, the decision rendered may be appealed to the superintendent of schools, provided such appeal is made in writing, in the form herein provided, within five (5) working days after receipt of the decision in Level I. If a grievance is so appealed to the superintendent, the superintendent shall set a time to meet regarding the grievance within fifteen (15) working days after receipt of the appeal. Within ten (10) working days after the meeting, the superintendent shall issue a decision in writing to the parties involved.

Subd. 3. Level III: In the event the grievance is ¹³⁶not disposed of in Level II, the decision rendered may be

appealed to the School Board, provided such appeal is made in writing, in the form herein provided, within five (5) working days after receipt of the decision in Level II. If a grievance is so appealed to the Clerk of the School Board, the School Board shall set a time to hear the grievance twenty (20) working days after receipt of the appeal. Within twenty (20) working days after the meeting, the School Board shall issue its decision in writing, to the parties involved. At the option of the School Board, a committee of the Board may be designated by the Board to hear the appeal at this level and to report its findings and recommendations to the School Board. The School Board shall then render its decision.

Section 6. School Board Review: The School Board reserves the right to review any decision issued under Level I or Level II of this procedure provided the School Board or its representative notifies the parties of its intentions within ten (10) working days after the decision has been rendered. In the event the School Board reviews a grievance under this section, the School Board reserves the right to reverse or modify such decision. Such notification by the School Board automatically advances the grievance to Level III.

Section 7. Denial of Grievance: Failure by the School Board or its representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the aggrieved may appeal it to the next level.

Section 8. Level II Initiation: A grievance that affects a group of members of the exclusive representative, involving more than one administrative supervisor and all salary determination grievances shall be initiated at Level II.

Section 9. Arbitration Procedures: In the event that the aggrieved and the School Board are unable to resolve any grievance, any grievance may be submitted to arbitration as defined herein:

Subd. 1. Request: A request to submit a grievance to arbitration must be in writing, in the form provided herein, signed by the aggrieved, and such request must be filed in the Office of the Superintendent within ten (10) working days following the decision in Level III of the grievance procedure.

Subd. 2. Prior Procedure Required: No grievance shall be considered by the arbitrator unless such grievance has been first duly processed in accordance with the grievance procedure and appeal provisions.

Subd. 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten (10) working days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the PERB to appoint an arbitrator, pursuant to M.S. 179.70, Subd. 4, providing such request are made within twenty (20) working days after request for arbitration. The request shall ask the appointment to be made within thirty (30) working days after the receipt of said request. Failure to agree upon an arbitrator and the subsequent failure to request an arbitrator from the PERB within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 4. Hearing: The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The hearing before the arbitrator shall be a hearing *denovo*.

Subd. 5. Decision: The decision by the arbitrator shall be rendered within thirty (30) working days after the close of the hearing. Decisions by the arbitrator in cases properly before him/her shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided by the P.E.L.R.A. of 1971.

Subd. 6. Expenses: Each party shall bear its own expenses in connection with arbitration, including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection

with presenting its case in arbitration. A transcript of recording shall be made of the hearing at the request of either party. The parties shall share equally fees and expenses of the arbitrator, the cost of the transcript of recording, if requested by either or both parties, and any other expenses, which the parties mutually agree are necessary for the conduct of arbitration.

Subd. 7. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include, but are not limited to, such areas of discretion or policy as the functions and organization structure, and selection, direction and number of personnel. In considering any issue in dispute, in its order the arbitrator shall give due consideration to the statutory rights and obligations of the School Board to manage and conduct efficiently its operation within the legal limitations surrounding the financing of such operations.

Section 10. Timeline Extension: The timeline specified in this article may be extended at any step of the process by mutual agreement between the Association and the Superintendent or School Board.

ARTICLE XI DURATION

Section 1. Term and Re-Opening Negotiations: This Agreement shall remain in full force and effect for a period commencing on July 1, 2023 through June 30, 2025, and thereafter until modifications are made pursuant to P.E.L.R.A. If either party desires to modify or amend the Agreement, it shall give written notice of such intent no later than ninety (90) calendar days prior to the expiration of this Agreement.

Section 2. Effect: This Agreement constitutes the full and complete agreement between the School Board and the exclusive representative representing the Association members of the District. The provisions herein relating to terms and conditions of employment, supersede any and all prior Agreements, resolutions, practices, district policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions. In the event the Affordable Health Care Act or some other federal or state regulation regarding insurance benefits for employees negatively affects the Association contract or District, the parties agree that this contract may be re-opened for negotiation.

Section 3. Finality: Any matters relating to the current contract term, whether or not referred to in this Agreement, shall not be open for negotiations during the term of the Agreement, except by mutual agreement.

Section 4. Severability: The provisions of this Agreement shall be severable, and if any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provision of this Agreement or the application of any provision thereof.

Section 5. Notification: In the event that neither party gives notice to the other of its intention to modify or amend this Agreement at least ninety (90) calendar days prior to the expiration date, the Agreement shall automatically be extended on the same terms for another year, and similarly, from year to year thereafter with the same notification requirements each year.

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

For:
Cloquet Information Technology Support Association

For:
Cloquet Public Schools, ISD #94

Name of Association Representatives:

Name of Organizational Representatives:

William Bauer

Nate Sandman, School Board Chair

Mark Brenner

Melissa Juntunen, School Board Clerk

Dr. Michael Cary, Superintendent

ATTACHMENT A SALARY SCHEDULES

Cloquet Information Technology Support Association Salary Schedule:

The unit will receive a 4.61% increase for 2023-24 and 0% increase for 2024-25. In both years, the district will drop Step 1 and add a new Step 8. For year one of the proposed contract, CITSA members will be on Step 4. For year two, CITSA members will move to step 5. See scale below:

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
2022-23	\$ 20.90	\$ 21.74	\$ 22.61	\$ 23.51	\$ 24.45	\$ 25.43	\$ 26.45	\$ 27.51
2023-24	\$ 22.74	\$ 23.65	\$ 24.59	\$ 25.58	\$ 26.60	\$ 27.67	\$ 28.78	\$ 29.93
2024-25	\$ 23.65	\$ 24.59	\$ 25.58	\$ 26.60	\$ 27.67	\$ 28.78	\$ 29.93	\$ 31.13

ATTACHMENT B HEALTH INSURANCE COSTS

INSURANCE INFORMATION - NEW HIRES						
2023-2024	Annual	District	Employee	District Paid	Annual Deductible	Annual
Health Ins Costs	Premium	Pays/Year	Pays/Year	HRA/HSA		Out of Pocket Max
500 Single	\$10,672	\$10,138	\$534	\$500* <small>(Only HRA Available)</small>	\$500	\$1,000
1,000 Family	\$29,726	\$18,024	\$11,703		\$1,000	\$1,000 per person/ \$2,000 per Family
<small>\$500/\$1,000 Plans - On a Single plan the deductible is \$500 and then 80/20 up to ab \$1,000 out of pocket max. On a Family plan the deductible is \$1,000 and then 80/20 up to a \$2,000 out of pocket max.</small>						
HDHP 1,500 Single	\$9,758	\$9,406	\$351	\$1,200	\$1,500	\$1,500
HDHP 3,000 Family	\$27,178	\$17,586	\$9,592		\$3,000	\$3,000
<small>\$1,500/\$3,000 HDHP Plans - This deductible is \$1,400 per individual on a single plan. If the plan is a family plan, the family must pay the deductible of \$2,800. Note, individuals on the family plan could account for more than \$1,500 until the family \$3,000 deductible is met. On this plan, once the deductible is met whether single or family, all other expenses are paid at 100%.</small>						
HDHP 3,500 Single	\$8,409	\$8,327	\$82	\$2,100	\$3,500	\$3,500
HDHP 7,000 Family	\$23,422	\$16,813	\$6,610		\$7,000	\$3,500 per person/ \$7,000 per Family
<small>\$3,500/\$7,000 HDHP Plans - This deductible is \$3,500 per person/\$7,000 per family. Under this plan, no individual whether on a single or family plan, will pay more than the \$3,500 deductible per person. If it's a family plan, the family will pay no more than the \$7,000 deductible. On this plan, once the deductible is met, whether single or family, all other expenses are paid at 100%.</small>						
HDHP 5,000 Single	\$7,689	\$7,689	\$0	\$3,000	\$5,000	\$5,000
HDHP 10,000 Family	\$21,416	\$17,205	\$4,211		\$10,000	\$5,000 per person/ \$10,000 per Family
<small>\$5,000/\$10,000 HDHP Plans - This deductible is \$5,000 per person/\$10,000 per family. Under this plan, no individual whether on a single or family plan, will pay more than the \$5,000 deductible per person. If it's a family plan, the family will pay no more than the \$10,000 deductible. On this plan, once the deductible is met, whether single or family, all other expenses are paid at 100%.</small>						
HDHP 6,750 Single	\$7,008	\$0	\$7,008		\$6,750	\$6,750
HDHP 13,500 Family	\$19,519	\$0	\$19,519		\$13,500	\$6,750 per person/ \$13,500 per Family
<small>\$6,750/\$13,500 HDHP Plans - This deductible is \$6,750 per person/\$13,500 per family. Under this plan, no individual whether on a single or family plan, will pay more than the \$6,750 deductible per person. If it's a family plan, the family will pay no more than the \$13,500 deductible. On this plan, once the deductible is met, whether single or family, all other expenses are paid at 100%.</small>						

The renewal for all health insurance plans continues to be September 1st.

*If you have a district eligible spouse (see your contract for a definition of district eligible spouse) you are entitled to a \$1950 premium reduction and a \$750 HSA/HRA district contribution.

An employee who qualifies for health insurance through the Affordable Care Act (ACA) but does not qualify for district contribution towards health insurance plans due to hours/months worked may purchase a district insurance plan with no contribution from the school district.

	Benefit Year Start Date
\$500/\$1000 Plans	September 1st
\$1500/\$3000 Plans	September 1st
\$3500/\$7000 Plans	September 1st
\$5000/\$10000 Plans	September 1st
\$6750/\$13500 Plans	September 1st



Education
Academics • Arts • Athletics

Cloquet Information Technology Support Association Contract

July 1, 202~~3~~4 – June 30,
202~~5~~3

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ARTICLE I RECOGNITION

Section 1. Exclusive Bargaining Agency: The Independent School District No. 94 School Board hereby recognized as the exclusive and sole bargaining representative for Cloquet Information Technology Support Association whether under contract, on leave, on a per diem basis, employed or to be employed by the School Board. The term “member” when used hereinafter in this Agreement, shall include the Cloquet Information Technology Support Association members employed by Independent School District No. 94. This Agreement shall exclude all members of any and all other Independent School District No. 94 bargaining units. Terms not defined in this Agreement shall have those meanings as defined in the Public Employees Labor Relations Act of 1971, as amended.

Section 2. Sole Agent: The School Board agrees not to negotiate with any information technology organization other than the Cloquet Information Technology Support Association as the exclusive bargaining agent.

Subd. 1. Parties: This Agreement, entered into between the School Board of Independent School District No. 94, Cloquet, Minnesota, hereinafter referred to as the “School Board”, and the Cloquet Information Technology Support Association (certified by the Director of the Bureau of Mediation Services as the exclusive representative), hereinafter referred to as the “Association”, pursuant to and in compliance with the Minnesota Public Employees Labor Relations Act of 1971, as amended, hereinafter referred to as the P.E.L.R.A., is to provide the terms and conditions of employment for all Association members for the term of this Agreement.

Subd. 2. Recognition: In accordance with P.E.L.R.A., the School Board recognizes the Association as the exclusive representative of information technology personnel employed by the School Board of Independent School District No. 94, which exclusive representative shall have those rights and responsibilities as prescribed by the P.E.L.R.A. and as described in this agreement.

Section 3. Rights of Members of the Association:

Subd. 1. Right to Views: Nothing contained in this Agreement shall be construed to limit, impair, or affect the right of any Association member or the representative of an Association member to the expression or communication of a view, complaint or opinion on any matter, so long as such action does not interfere with the performance of the duties of employment as prescribed in this Agreement or circumvent the rights of the exclusive representative.

Subd. 2. Right to Join: Association members shall have the right to join employee organizations and shall have the right not to form and join such organizations.

Subd. 3. Right to Exclusive Representation: Association members in an appropriate unit shall have the right to designate an exclusive representative for the purpose of negotiating the terms and conditions of employment and grievance procedure for such members as provided in the P.E.L.R.A.

Section 4. Board of Education Rights:

Subd. 1. Inherent Managerial Rights: The parties recognize that the School Board is not required to meet and negotiate on matters of inherent managerial policy which include, but are not limited to, such areas as discretion or policy as the functions and programs of the employer, its overall budget, use of technology, the organization structure, and selection, direction, and number of personnel, and that all management functions not expressly delegated in the Agreement are reserved to the School Board, subject to the right of the exclusive representative to meet and confer as provided in the P.E.L.R.A.

Subd. 2. Management Responsibilities: The parties recognize the right and obligation of the School Board to manage and efficiently conduct the operation of the school district within its legal limitations and consistent with its primary obligation to provide educational opportunities for the students of the school district.

Subd. 3. Effect of Laws, Rules and Regulations: The parties recognize that all employees covered by this Agreement shall perform the services and duties prescribed by the School Board. The parties also recognize the right, obligation, and duty of the School Board and its duly designated officials to promulgate reasonable rules, regulations, directives and orders as deemed necessary, insofar as such reasonable rules and regulations, directives and orders are not inconsistent with the terms of this Agreement. The parties further recognize that the School Board, all employees covered by this Agreement, and all provisions of this Agreement are subject to state and federal law, rules and regulations of the State Board of Education and valid rules, regulations and orders of state and federal governmental agencies. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

Section 5. Negotiation Procedures:

Subd. 1.: In any negotiations described in the Article, each party shall have complete control over the selection of the negotiating or bargaining representative of its own party.

Subd. 2.: The matters contained in this Agreement are not subject to further negotiations between the parties during the term of this Agreement.

**ARTICLE II
RIGHTS OF ASSOCIATION MEMBERS**

Section 1. No Restriction or Denial of Member’s Rights: Nothing contained herein shall be construed to deny or restrict any rights a member may have under federal law or the statutes of Minnesota (or other applicable laws and regulations).

Section 2. Personnel Files: Pursuant to M.S. 125.12, Subd. 14, as amended, all evaluations and files relating to each individual technology staff worker shall be available during regular school business hours to each individual technology staff worker upon their written request. The technology staff worker shall have the right to reproduce any of the contents of the files at the technology staff worker’s expense and to submit any material contained therein. However, the school district may destroy such files as provided by law.

**ARTICLE III
ASSOCIATION SALARIES**

Section 1. Payment of Salaries: Salaries of members will be paid in accordance with the following guidelines (please refer to Attachment A – Salary Schedule). Employees hired prior to January 1 will receive credit for the full year. The members will be paid according to District Policy 424.14. The Board may place a new hire on any step of the salary schedule based on experience and/or qualifications.

Subd. 1 Steps:

Subpart 1. New Employees: New employees shall normally be paid at the minimum (Step 1) of the salary range for Association members. However, the supervisor, with the approval of the Superintendent, may pay a new employee at Step 2 or higher if such higher placement is justified by exceptional qualifications, relevant outside experience, or by lack of available qualified eligible persons at the minimum rate.

Subpart 2. Step Increases: Association members will advance one (1) step on July 1st each year, provided they have successfully completed a year of service.

Subd. 2. Longevity Pay: Association members shall receive longevity pay according to the following table. Years listed in the table are for current year of service. For instance, employees will be eligible for longevity pay beginning their 10⁶th year of service.

Years of Service	Longevity Pay
10 to 15 years	\$780
16 to 20 Years	\$500 1080
21 to 25 years	\$750 1380
26 to 30 Years	\$1000 1680
31 + Years	\$1250 1980

Subd. 3. Committee Pay: Association members shall receive overtime pay for hours served on district committees when committee meetings are scheduled outside regular work hours.

**ARTICLE IV
RETIREMENT INSURANCE BENEFITS AND 403(b)**

Section 1. 403(b) Employer Matching Plan:

Subd.1. Eligibility: Full time 52-week employees whose positions have been defined as regular employees who are scheduled to work forty (40) hours per week.

Subd.2. Cap: There shall be a lifetime cap of \$45,000 on District contributions.

Subd.3 Match: Employees who are eligible to participate in the District’s 403(b) Plan will receive the yearly maximum matching amounts as listed below.

YEARS OF SERVICE	MAXIMUM ANNUAL MATCH
1 – 3	No match
4 – 6	\$900 750
7 – 10	\$1,400 1,250
11 – 15	\$1,900 1,750
16+ – 20	\$2,400 2,000
21+	\$2,250

District matching amount shall match member’s contributions on a dollar for dollar basis up to the applicable maximum amount allowed under this Agreement.

Subd.4. Plan Year: The plan year shall be from July 1 through June 30.

Subd.5. Participation: An eligible member must make application for participation by July 1 of each school year. Once an eligible member elects to participate in the plan, said election is irrevocable for that school year and will continue each subsequent school year unless modified by the member by the July 1 deadline. This provision relates to an eligible member’s willingness to participate in the plan and in setting the monetary amount of participation in the plan. Once the election is made, the member must participate in the program at the same rate for that school year unless the member is granted an unpaid leave or a temporary leave of absence, in

which case he/she may not participate in the matching program until the member returns.

Section 2. Medical Insurance: Upon retirement, an employee who is at least 55 years of age and has been employed as a full-time employee (as defined in Article V, Section 1) in Cloquet School District, ISD #94 for at least 10 consecutive years prior to retirement shall be allowed to participate in the district offered medical insurance plan(s) with 100% of the insurance premium paid by the retired employee. This benefit shall be in effect until the employee reaches Medicare age.

Section 3. Eligibility for Post-Retirement Health Care Savings Plan: Association employees are eligible to participate in the Minnesota Post Employment Health Care Savings Plan (HCSP) established under Minnesota Statutes, section 352.98 (Minn. Supp. 2001) and as outlined in the Minnesota State Retirement System’s Trust and Plan Documents. All funds collected by the employer on behalf of the employee will be deposited into the employee’s Post Employment Health Care Savings Plan.

Subd.1. Eligibility: Full-time employees, as defined in Article V, Sec I, will be eligible for an annual District contribution to a personal account in the Post- Retirement Health Care Savings Plan, hereinafter referred to as the PRHCSP, managed by the Minnesota State Retirement System (MSRS).

Subd.2. Contributions: Contributions shall be paid monthly at a rate of 1/12 of the annual amount for which employees are qualified to receive.

Subd.3. Cap: There shall be a lifetime per employee cap of \$40,000 on District contributions.

Subd.4. Amount of the District’s Contribution: Effective beginning with the 2019-2020 school year, the District will make an annual contribution to an employee’s account in the Post-Employment Health Care Savings Plan (PEHCSP) managed by the Minnesota State Retirement System (MSRS) in an amount based on their years of service to the Cloquet School District in accordance with the following chart:

Maximum of \$40,000 lifetime contribution:

4 – 6 years	7 – 10 years	11 – 15 years	16 – 20 years	21+ years
\$500	\$1,000	\$1,500	\$2,000	\$3,000

Example of interpreting the above chart:

Beginning their fourth (4) year with the school district, employees will be eligible for a \$500 benefit.

Death of Employee: Upon an employee’s death contributions owed but not yet paid to the HCSP will be paid to the beneficiary.

Section 5. Dental Insurance: Dental insurance premiums shall be 100% paid by the retired employee.

Section 6. Life Insurance: Life insurance premiums shall be 100% paid by the retired employee.

**ARTICLE V
BENEFITS - QUALIFICATION FOR EMPLOYEE BENEFITS**

Section 1. Full-Time Employees:

Subd.1. Full-Time Fifty-Two (52) Week Employees: Employees whose positions have been defined as regular employees who are scheduled to work forty (40) hours per week. Full-time employees shall receive the following benefits:

- a. Vacation (Article VI, Sec I).
- b. Sick leave, emergency leave, bereavement leave, personal leave, and approved leaves of absence as specified in (Article VI, Sec III, IV, V, VI, VII, and VIII).
- c. Health, Life, Dental, and Long-Term Disability Insurances (Article V).
- d. Holidays (Article VI, Sec II).
- e. Retirement Benefits (Article IV and Article V, Sec II).

Section 2. Employee Medical Insurance Benefits:

Subpart 1. Employee/School District Premium Share: Effective July 1, 2019, hospitalization, medical and surgical benefits will be provided by the District for all eligible employees with the District bearing the costs as listed in Attachment B – Health Insurance Costs.

Subpart 2. Premium Increase/Decrease: In the event the single or dependent premium increases/decreases from the September 1, 2011 premiums, the District and the employee will share in the insurance plan increases/decreases as follows:

- a. Dependent Coverage: The District and employee will share the increases or decreases in premiums equally.
- b. Single Coverage: For any amount of premium over \$8,000, increases or decreases in the premium shall be 80% District responsibility and 20% employee responsibility.

Subpart 3. Opt for Alternate Plan: Employees may opt for different plan coverage during the open enrollment period each year.

Subpart 4. Dependent Benefit Coordination: The following section will be administered in accordance with applicable rules and regulations governing coordination of benefits. If an employee's dependent is entitled or would be entitled if enrolled, to have any part of the cost of eligible medical-surgical, hospital, major-medical, and dental services, and supplies paid by the dependent's fully employer-paid insurance plan, even though the dependent does not enroll in the plan or waives or fails to claim benefits under the plan, the Cloquet School District insurance plan will provide secondary coverage only. The amount furnished under this article shall be reduced so that the total amount paid under this contract and the dependent's fully employer-paid insurance entitlement does not exceed the total charges for covered benefits.

Subpart 5. Dependents: An employee with a dependent is eligible for coverage of the dependent provided the dependent is a dependent defined by Code § 152 or an “adult child” as defined by Code § 152(f) (1) and is not an employee of another employer receiving insurance benefits from said employer as follows:

- a. Cash instead of health insurance, or
- b. Some type of credit toward the purchase of some other employee benefit instead of health insurance, or
- c. Cash in addition to selecting health insurance with a deductible of \$750.00 or more instead of a plan with a smaller deductible.

Subpart 6. Eligible Spouse: If a married couple both work for the District and are both eligible for District health insurance coverage, the options shall be as follows:

- a. Two single plans, or
- b. One family plan, or
** If enrolled in a family plan, the family premium paid by the employee shall be \$1,200 less than the amount paid by other family policy holders if the family is enrolled in an HDHP.
- c. Spouses choosing the reduced family premium option described in the District's insurance plan will not be eligible for the extra \$900 MN PRHCSP contribution.

Subd. 7. Health Reimbursement Account (HRA)/Health Savings Account (HSA):

Subpart. 1. Introduction: Employer shall make an HRA/HSA arrangement available subject to the terms of this agreement for eligible members, herein referred to as "Employees." Procedures and rules for High Deductible Health Plans (HDHP) are part of the District's policies and procedures.

Eligible employees who enroll in the HDHP, Employer and Employee shall share in the costs of the plans as listed in Attachment B – Health Insurance Costs.

Section 3. Dental Insurance for Full-Time Employees: Effective July 1, 2019, dental benefits will be paid by the school district at a premium rate of \$28.65 per month per eligible employee with single coverage and that dependent coverage will be paid by the school district at the premium rate of \$49.28 per month per eligible employee. If the total premium rate exceeds the individual rate as stated above, the school district shall pay the additional costs of premiums. If the total premium rate exceeds the dependent rate as stated above, the school district and the employee shall share the premium increase equally.

Section 4. Life Insurance for Full-Time Employees: Full-time employees (as defined in Article V, Sec I) shall also receive term life insurance in an amount of \$50,000 at District expense.

Section 5. Long-Term Disability Benefits: Full-time employees (as defined in Article V, Sec I) shall receive long-term disability benefits up to 66 2/3% of the employee's basic salary to a maximum benefit of \$3,000.00 per month. There shall be an elimination period of 60 working days.

Subd.1. Eligibility: All eligible employees shall be required to participate in the group at their own expense.

Subd.2. Cost: The salary of each employee shall be increased by the cost of their long-term disability premium.

Section 6. Claims Against the School District: It is understood that the District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the District as a result of a denial of insurance benefits by an insurance carrier.

Section 7. Minnesota State Post-Retirement Health Care Savings (MSPRHCS): Association employees are eligible to participate in the Minnesota Post Employment Health Care Savings Plan (HCSP) established under Minnesota Statutes, section 352.98 (Minn. Supp. 2001) and as outlined in the Minnesota State Retirement System's Trust and Plan Documents. All funds collected by the employer on behalf of the employee will be deposited into the employee's Post Employment Health Care Savings Plan.

Full-time employees (as defined in Article V, Section I) eligible to receive group insurance benefits and either choose

single coverage or waive coverage, shall receive \$75.00 per month in a PRHCSP managed by the MSRS.

Death of Employee: Upon an employee’s death contributions owed but not yet paid to the HCSP will be paid to the beneficiary.

**ARTICLE VI
LEAVES OF ABSENCE**

Section 1. Vacation for Full-Time 52 Week Employees:

Subd.1. Vacation: Vacation time and years of continuous service shall be computed as of July 1 of each year. If an employee is first employed after July 1 in any one year, vacation shall be granted at the rate of one (1) day per month of service from the time of employment to July 1, but not to exceed ten (10) days. For example, a member employed on March 1 would be allowed four (4) days of vacation on July 1.

Association employees will qualify for vacation as follows:

- a. Ten (10) days of vacation time shall be allowed for 12 months of continuous full-time service.
- b. After five (5) years of continuous service, qualified employees shall receive 15 days of vacation.
- c. After 10 years of continuous service, qualified employees shall receive 20 days of vacation.
- d. After 15 years of continuous service, qualified employees shall receive 25 days of vacation

Association members who were employed with the district on July 1, 2019, shall receive 15 days of vacation per year until such time the years of service dictate a greater amount.

Vacation days must be approved by the District Technology Director. Up to 10 days of unused vacation may be carried over into the next fiscal year.

Vacation requests falling on the Thursday and Friday in October of the Ed. MN Break may not be denied to unit members. In case of emergency, unit members who have requested vacation for these dates will report to work when ordered by the technology director or superintendent and be paid 1.5x their normal hourly rate for actual hours worked.

Subd.2. Termination or Death: Upon termination of employment or death of employee, all earned and unused vacation will be paid to the employee or his/her beneficiary at their daily rate of pay. Association members must designate a beneficiary in order for the beneficiary to receive these benefits.

Section 2. Holidays and Scheduled Leave for Full-Time 52 Week Employees:

Subd 1. Benefits: The following paid holidays shall be granted to full-time 52-week employees. However, employees will not be granted paid holiday time unless their work year or scheduled work time includes the dates of a particular holiday listed below:

- New Year’s Day Two (2) days
- President’s Day One (1) day
- Good Friday One (1) day
- Memorial Day One (1) day
- Juneteenth One (1) day
- July 3, 4, or 5 Two (2) days
- Labor Day One (1) day
- Thanksgiving Two (2) days

- Christmas Two (2) days
Total: ~~Thirteen~~Twelve (12) paid holidays

The dates between the observed Christmas Holiday and the observed New Year's Eve Holiday will be scheduled vacation days for association members. These vacation days will not count against those days accrued under section 1. In case of emergency, unit members will report to work when ordered by the technology director or superintendent and be paid 1.5x their normal hourly rate for actual hours worked.

Section 3. Emergency Leave: Three (3) working days per year may be granted with the approval of the ~~superintendent~~District Technology Director. Emergency leave will not be deducted from sick leave. With approval of the ~~superintendent~~District Technology Director, the employee may use emergency days when due to a school cancellation.

Section 4. Sick Leave:

- a. For the first five (5) years of employment, members shall earn sick leave at a rate of 15 days per year. The first year of employment (one year) shall be counted for any member hired between July 1 and June 30 of a given school year.

Example: Continuing employees will be credited with fifteen (15) days of sick leave on July 1 of each year.

- b. Starting year six (6), members shall be credited with 13 days of sick leave on July 1 of each year.
- c. Employees employed after July 1 shall be allowed one and one-half (1½) days of sick leave for each month of continuous employment during the first year, but not to exceed fifteen (15) days.

Example: An employee employed on November 1 will immediately be credited with twelve (12) days of sick leave, which is one and one-half (1½) days per month for an eight (8) month period.

- d. Up to five (5) days of sick leave with pay per school year shall be allowed whenever an employee's absence is due to the serious illness and/or the temporary disability of the employee's spouse, adult children, grandchildren, foster children, or parent.
- e. As of July 1, 2019, sick leave accumulation will be unlimited.

Note: The 2013 Legislature amended a sick leave law which will take precedence over the language in this contract as long as this law is in place. This law allows for 160 hours or 20 days of available sick leave in any 12-month period to be used for absences due to an illness of or injury to an employee's adult child, spouse, sibling, parent, grandparent, or stepparent.

Subd. 1. Sick Leave Incentive: Association members who use three (3) or fewer sick leave days in a year (July 1 – June 30) shall receive an additional personal leave day the following year. That personal leave day must be used the following year, or the employee will lose the day. There will be no cash compensation for not using this personal leave day.

Section 5. Bereavement Leave: In case of death in the immediate family, employee's parents, spouse, children, grandchildren, sister, brother, grandparents, sister-in-law, brother-in-law, father-in-law, mother-in-law, son-in-law, daughter-in-law, or grandparents of spouse; causing the employee to lose working time, time allowed is not to exceed three (3) scheduled working days if the distance traveled is 400 miles or less one way, four (4) scheduled working days if the distance traveled is more than 400 miles, but less than 800 miles one way; and five (5) scheduled working days if the distance traveled is more than 800 miles one way. No ~~less~~more than four (4) scheduled working days shall be allowed in

the case of the death of a spouse or child. Additional time may be granted, at the discretion of -the superintendent, upon written evidence of such special need for such additional time.

Section 6. Leave of Absence: An employee may be granted a leave of absence at the school board's discretion. A leave of absence, when granted, may be for educational leave, personal illness, illness or death in the family requiring one's assistance, or pregnancy. Such leave of absence shall be without compensation expense allowance from District funds. Consecutive years of service would not be interrupted due to the leave of absence in counting consecutive years of employment to qualify for a benefit.

Section 7. Personal Leave: Qualified employees shall be allowed three (3) days per year with pay, non-cumulative, for personal reasons.

Section 8. Association Leave Days: Absences or leave time will not be assessed to employees who participate in negotiations or other Association activities approved by the District's administration.

ARTICLE VII SUPPLEMENTAL BENEFITS

Section 1. Automobile: The District shall compensate members for business use of member's private vehicle at the federal mileage rate. For members assigned to multiple buildings on different campuses or assigned to float among all district facilities, the member may choose to receive a \$35/month stipend in lieu of cataloging mileage for reimbursement.

Section 2. Indemnification and Provision of Counsel: In the event that an action or claim is made against the member arising out of, or in connection with, member's employment while member is acting within the scope of member's employment with the District, the District shall indemnify and defend member to the extent permitted by law, and subject to the terms and conditions as provided by the policy of insurance in effect at the time of such claim with the relevant insurance carrier for the District, and subject to any limitations as provided in Minnesota Statute Chapter 466. Indemnification and defense of any actions or claims shall not be provided for any such actions or claims arising out of member's malfeasance, or intentional, willful or wanton acts or neglect of duties, or any actions brought against member by the District in which the District is successful.

Section 3. Cell Phone: Members will receive a \$30/month stipend for work related use of a personal cell phone. In the event the district provides a work cell phone to a member, the monthly stipend will discontinue.

ARTICLE VIII PROBATIONARY PERIOD AND NOTIFICATION

Section 1. Probationary Period: Members shall serve a six (6) month probationary period from the start of employment in an Association position.

Section 2. Notification of Retirement/Resignation: Members must provide the District with at least four (4) weeks of notice prior to resignation from the District and at least eight (8) weeks of notice prior to retiring from the District.

ARTICLE IX SENIORITY

Section 1. Definition: Seniority for personnel shall be defined as the length of continuous service with the school district. Upon completion of the probationary period, the seniority date of the employee shall include the probationary period. For the purposes of this section, leaves of absence shall not be considered an interruption of continuous service. Seniority shall be determined according to the following order of priority:

1. The first day of work for the District after the school board has approved the employee's hire.

2. The date at which the school board approved the employee's hire.
3. If two or more employees have the same seniority date, their seniority ranking shall be determined on the basis of the employee with the most time actually working for the District (i.e., time worked in other roles).
4. If a tie still remains, the District's Director of Technology, in consultation with the District superintendent, will determine who is most qualified and should be placed higher on the seniority list based on education and experience.

Section 2. Seniority List: The superintendent shall maintain a seniority list, which shall show the names of Association personnel, initial date of employment, years of service, and seniority rank. Each employee shall receive a copy of the seniority list annually by July 1st.

Section 3. Loss of Seniority: An employee will lose seniority for the following reasons only:

- a. Resignation
- b. Involuntary termination
- c. Failure to return to work when recalled from lay-off

Section 4. Temporary Incapacity: Inability of an employee covered by this Agreement to work due to illness or injury shall not result in loss of position. Said personnel shall be entitled to return to regularly assigned positions after sufficient recovery to perform usual and ordinary duties. Maximum length of temporary incapacity shall not exceed 18 months. After 18 months, but prior to 24 months, an employee may petition the superintendent for reinstatement. The decision to reinstate an employee returning from temporary incapacity status shall rest solely with the superintendent. If making room for the employee requires lay-off(s), the procedures outlined in this contract for seniority determinations, layoffs, bumping, and filling of vacancies shall be followed.

Section 5. Posting and Filling of Vacancies: If a vacancy is determined by the superintendent to exist within the technology department, notice of this vacancy shall be advertised publicly and posted internally. Employees within the department (i.e. Association members or technology paraprofessionals) shall be given a minimum of five (5) working days to apply for said open position. Given due regard to reliability, efficiency, ability, and overall qualifications relative to the job description, appropriate candidates will be selected by the Director of Technology. The most qualified candidate will be recommended to the superintendent for employment. Final authority for hiring rests with the school board.

Section 6. Lay-Offs and Recall: The school board may place on lay-off as many personnel as may be necessary because of discontinuance of positions, lack of pupils, or merger of classes caused by consolidation of school districts. In the event of a lay-off or reduction of hours, substitutes and/or probationary personnel shall be laid off first. Personnel shall be laid off based on their inverse order of seniority. Employees to be laid off will have at least two (2) calendar weeks' notice.

In the event of lay-off, Association personnel who have completed their probationary period, shall within a period of two (2) years from their last regular working day, be the first rehired and upon said employee being rehired shall be restored with their seniority, years of service, vacation and sick leave. In the event that multiple employees laid off at the same time are subject to recall, employees shall be recalled based on greatest seniority.

ARTICLE X GRIEVANCE PROCEDURE

Section 1. Definition of Terms and Interpretations:

Subd. 1. Grievance: A "grievance" shall mean a dispute or disagreement as to the interpretation or application of any term or terms of any contract required by the P.E.L.R.A. of 1971 between Independent School District No. 94 and the authorized representative. A "grievance" relating to a policy of the school district will be carried through level three (3) of the procedure.

Subd. 2. Aggrieved: Any person or group of persons within the appropriate unit having a grievance.

Subd. 3. Administrative Supervisor: The Cloquet Public Schools technology director.

Subd. 4. Grievance Committee: The committee appointed by the exclusive representative.

Subd. 5. Disposed: A settlement of a grievance, reduced to writing, to the satisfaction of both parties.

Subd. 6. Extension: Time limits specified in this procedure may be extended by mutual agreement.

Subd. 7. Days: Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all weekdays not designated as holidays by state law.

Subd. 8. Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday, or a legal holiday, in which case the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.

Subd. 9. Filing and Postmark: The filing or serving of any notice or document herein shall be timely if it bears a postmark of the United States mail within the time period.

Section 2. Representative: The aggrieved or School Board may be represented during any step of the procedure by any person or agent designated by such party to act in his/her behalf.

Section 3. Time Limitations and Waiver: Grievances shall not be valid for consideration unless the grievance is submitted in writing in the form herein prescribed to the administrative supervisor, setting forth the facts and the specific provision of the Agreement allegedly violated, and the particular relief sought within twenty (20) days of the knowledge of the event giving rise to the grievance. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereinafter shall constitute a waiver of the grievance.

Section 4. Informal Discussion: In the event that an individual or group of individuals believes that there is a basis for a grievance, the alleged grievance shall first be discussed with the administrative supervisor, either privately or accompanied by a representative of the grievance committee, without having reduced the grievance to writing.

Section 5. Adjustment of Grievance: The School Board and the aggrieved shall attempt to adjust all grievances which may arise during the course of employment of any member of the exclusive representative in the following manner:

Subd. 1. Level I: The aggrieved shall file a grievance on the appropriate district form, with his/her administrative supervisor within twenty (20) working days of knowledge of the event giving rise to the grievance. If the grievance is not disposed of, the administrative supervisor shall give a written decision on the grievance to the parties involved within ten (10) working days after receipt of the written grievance.

Subd. 2. Level II: In the event the grievance is not disposed of in Level I, the decision rendered may be appealed to the superintendent of schools, provided such appeal is made in writing, in the form herein provided, within five (5) working days after receipt of the decision in Level I. If a grievance is so appealed to the superintendent, the superintendent shall set a time to meet regarding the grievance within fifteen (15) working days after receipt of the appeal. Within ten (10) working days after the meeting, the superintendent shall issue a decision in writing to the parties involved.

Subd. 3. Level III: In the event the grievance is not disposed of in Level II, the decision rendered may be appealed to the School Board, provided such appeal is made in writing, in the form herein provided, within five (5) working days after receipt of the decision in Level II. If a grievance is so appealed to the Clerk of the School Board, the School Board shall set a time to hear the grievance twenty (20) working days after receipt of the appeal. Within twenty (20) working days after the meeting, the School Board shall issue its decision in writing, to the parties involved. At the option of the School Board, a committee of the Board may be designated by the Board to hear the appeal at this level and to report its findings and recommendations to the School Board. The School Board shall then render its decision.

Section 6. School Board Review: The School Board reserves the right to review any decision issued under Level I or Level II of this procedure provided the School Board or its representative notifies the parties of its intentions within ten (10) working days after the decision has been rendered. In the event the School Board reviews a grievance under this section, the School Board reserves the right to reverse or modify such decision. Such notification by the School Board automatically advances the grievance to Level III.

Section 7. Denial of Grievance: Failure by the School Board or its representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the aggrieved may appeal it to the next level.

Section 8. Level II Initiation: A grievance that affects a group of members of the exclusive representative, involving more than one administrative supervisor and all salary determination grievances shall be initiated at Level II.

Section 9. Arbitration Procedures: In the event that the aggrieved and the School Board are unable to resolve any grievance, any grievance may be submitted to arbitration as defined herein:

Subd. 1. Request: A request to submit a grievance to arbitration must be in writing, in the form provided herein, signed by the aggrieved, and such request must be filed in the Office of the Superintendent within ten (10) working days following the decision in Level III of the grievance procedure.

Subd. 2. Prior Procedure Required: No grievance shall be considered by the arbitrator unless such grievance has been first duly processed in accordance with the grievance procedure and appeal provisions.

Subd. 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten (10) working days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the PERB to appoint an arbitrator, pursuant to M.S. 179.70, Subd. 4, providing such request are made within twenty (20) working days after request for arbitration. The request shall ask the appointment to be made within thirty (30) working days after the receipt of said request. Failure to agree upon an arbitrator and the subsequent failure to request an arbitrator from the PERB within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 4. Hearing: The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The hearing before the arbitrator shall be a hearing *denovo*.

Subd. 5. Decision: The decision by the arbitrator shall be rendered within thirty (30) working days after the close of the hearing. Decisions by the arbitrator in cases properly before him/her shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided by the P.E.L.R.A. of 1971.

Subd. 6. Expenses: Each party shall bear its own expenses in connection with arbitration, including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript of recording shall be made of the hearing at the request of either party. The parties shall share equally fees and expenses of the arbitrator, the cost of the transcript of recording, if requested by either or both parties, and any other expenses, which the parties mutually agree are necessary for the conduct of arbitration.

Subd. 7. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include, but are not limited to, such areas of discretion or policy as the functions and organization structure, and selection, direction and number of personnel. In considering any issue in dispute, in its order the arbitrator shall give due consideration to the statutory rights and obligations of the School Board to manage and conduct efficiently its operation within the legal limitations surrounding the financing of such operations.

Section 10. Timeline Extension: The timeline specified in this article may be extended at any step of the process by mutual agreement between the Association and the Superintendent or School Board.

ARTICLE XI DURATION

Section 1. Term and Re-Opening Negotiations: This Agreement shall remain in full force and effect for a period commencing on July 1, 2023~~1~~ through June 30, 2025~~3~~, and thereafter until modifications are made pursuant to P.E.L.R.A. If either party desires to modify or amend the Agreement, it shall give written notice of such intent no later than ninety (90) calendar days prior to the expiration of this Agreement.

Section 2. Effect: This Agreement constitutes the full and complete agreement between the School Board and the exclusive representative representing the Association members of the District. The provisions herein relating to terms and conditions of employment, supersede any and all prior Agreements, resolutions, practices, district policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions. In the event the Affordable Health Care Act or some other federal or state regulation regarding insurance benefits for employees negatively affects the Association contract or District, the parties agree that this contract may be re-opened for negotiation.

Section 3. Finality: Any matters relating to the current contract term, whether or not referred to in this Agreement, shall not be open for negotiations during the term of the Agreement, except by mutual agreement.

Section 4. Severability: The provisions of this Agreement shall be severable, and if any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provision of this Agreement or the application of any provision thereof.

Section 5. Notification: In the event that neither party gives notice to the other of its intention to modify or amend this Agreement at least ninety (90) calendar days prior to the expiration date, the Agreement shall automatically be extended on the same terms for another year, and similarly, from year to year thereafter with the same notification requirements each year.

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

For:
Cloquet Information Technology Support Association

For:
Cloquet Public Schools, ISD #94

Name of Association Representatives:

Name of Organizational Representatives:

~~William Bauer~~Brett Gibson, President
Board Chair

~~Nate Sandman~~Fed Lammi, School

~~William Bauer, Secretary~~Mark Brenner
Board Clerk

~~Melissa Juntunen~~Nate Sandman, School

Mark Brenner, Treasurer

Dr. Michael Cary, Superintendent

ATTACHMENT A SALARY SCHEDULES

Cloquet Information Technology Support Association Salary Schedule:

~~2021-2022 Salary Schedule – Effective 7/1/2021: 2.45%~~

Step-1	Step-2	Step-3	Step-4	Step-5	Step-6	Step-7	Step-8
\$20.49	\$21.31	\$22.16	\$23.05	\$23.97	\$24.93	\$25.93	\$26.97

~~2022-2023 Salary Schedule – Effective 7/1/2022: 2.00%~~

Step-1	Step-2	Step-3	Step-4	Step-5	Step-6	Step-7	Step-8
\$20.90	\$21.74	\$22.61	\$23.51	\$24.45	\$25.43	\$26.45	\$27.51

The unit will receive a 4.61% increase for 2023-24 and 0% increase for 2024-25. In both years, the district will drop Step 1 and add a new Step 8. For year one of the proposed contract, CITSA members will be on Step 4. For year two, CITSA members will move to step 5. See scale below:

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
<u>2022-23</u>	<u>\$ 20.90</u>	<u>\$ 21.74</u>	<u>\$ 22.61</u>	<u>\$ 23.51</u>	<u>\$ 24.45</u>	<u>\$ 25.43</u>	<u>\$ 26.45</u>	<u>\$ 27.51</u>
<u>2023-24</u>	<u>\$ 22.74</u>	<u>\$ 23.65</u>	<u>\$ 24.59</u>	<u>\$ 25.58</u>	<u>\$ 26.60</u>	<u>\$ 27.67</u>	<u>\$ 28.78</u>	<u>\$ 29.93</u>
<u>2024-25</u>	<u>\$ 23.65</u>	<u>\$ 24.59</u>	<u>\$ 25.58</u>	<u>\$ 26.60</u>	<u>\$ 27.67</u>	<u>\$ 28.78</u>	<u>\$ 29.93</u>	<u>\$ 31.13</u>

ATTACHMENT B HEALTH INSURANCE COSTS

2021-2022 INSURANCE INFORMATION							
2020-2021 Health Ins Costs	Annual Premium	District Pays/Year	Employee Pays/Year	Employee with Eligible Spouse Pays *	District Paid HRA/HSA	Annual Deductible	Annual Out of Pocket Max
500 Single	\$10,664	\$10,131	\$533		\$500* <small>(Only HRA Available)</small>	\$500	\$1,000
1,000 Family	\$29,703	\$18,012	\$11,691	\$9,741		\$1,000	\$1,000 per person/ \$2,000 per Family
<p>\$500/\$1,000 Plans - On a Single plan the deductible is \$500 and then 80/20 up to ab \$1,000 out of pocket max. On a Family plan the deductible is \$1,000 and then 80/20 up to a \$2,000 out of pocket max.</p>							
HDHP 1,400 Single	\$9,513	\$9,211	\$303		\$1,200	\$1,400	\$1,400
HDHP 2,800 Family	\$26,498	\$17,246	\$9,252	\$7,302		\$2,800	\$2,800
<p>\$1,400/\$2,800 HDHP Plans - This deductible is \$1,400 per individual on a single plan. If the plan is a family plan, the family must pay the deductible of \$2,800. Note, individuals on the family plan could account for more than \$1,400 until the family \$2,800 deductible is met. On this plan, once the deductible is met whether single or family, all other expenses are paid at 100%.</p>							
HDHP 3,500 Single	\$8,013	\$8,010	\$3		\$2,100	\$3,500	\$3,500
HDHP 7,000 Family	\$22,319	\$16,261	\$6,056	\$4,106		\$7,000	\$3,500 per person/ \$7,000 per Family
<p>\$3,500/\$7,000 HDHP Plans - This deductible is \$3,500 per person/\$7,000 per family. Under this plan, no individual whether on a single or family plan, will pay more than the \$3,500 deductible per person. If it's a family plan, the family will pay no more than the \$7,000 deductible. On this plan, once the deductible is met, whether single or family, all other expenses are paid at 100%.</p>							
HDHP 5,000 Single	\$7,102	\$7,102	\$0		\$3,000	\$5,000	\$5,000
HDHP 10,000 Family	\$19,781	\$16,388	\$3,393	\$1,443		\$10,000	\$5,000 per person/ \$10,000 per Family
<p>\$5,000/\$10,000 HDHP Plans - This deductible is \$5,000 per person/\$10,000 per family. Under this plan, no individual whether on a single or family plan, will pay more than the \$5,000 deductible per person. If it's a family plan, the family will pay no more than the \$10,000 deductible. On this plan, once the deductible is met, whether single or family, all other expenses are paid at 100%.</p>							
HDHP 6,750 Single	\$6,297	\$0	\$6,297			\$6,750	\$6,750
HDHP 13,500 Family	\$17,540	\$0	\$17,540	\$17,540		\$13,500	\$6,750 per person/ \$13,500 per Family
<p>\$6,750/\$13,500 HDHP Plans - This deductible is \$6,750 per person/\$13,500 per family. Under this plan, no individual whether on a single or family plan, will pay more than the \$6,750 deductible per person. If it's a family plan, the family will pay no more than the \$13,500 deductible. On this plan, once the deductible is met, whether single or family, all other expenses are paid at 100%.</p>							

The renewal for all health insurance plans continues to be September 1st.

***In the case of married employees in which one has district provided family health care plan, the spouse carrying the insurance will received a \$750 contribution to their HSA/HRA.**

	Benefit Year Start Date	4th Quarter Carry Over
\$500/\$1000 Plans	September 1st	Yes
\$1400/\$2800 Plans	September 1st	No
\$3500/\$7000 Plans	September 1st	Yes
\$5000/\$10000 Plans	September 1st	No
\$6750/\$13500 Plans	September 1st	No

INSURANCE INFORMATION - NEW HIRES						
2023-2024	Annual	District	Employee	District Paid	Annual Deductible	Annual
Health Ins Costs	Premium	Pays/Year	Pays/Year	HRA/HSA		Out of Pocket Max
500 Single	\$10,672	\$10,138	\$534	\$500* (Only HRA Available)	\$500	\$1,000
1,000 Family	\$29,726	\$18,024	\$11,703		\$1,000	\$1,000 per person/ \$2,000 per Family
\$500/\$1,000 Plans - On a Single plan the deductible is \$500 and then 80/20 up to ab \$1,000 out of pocket max. On a Family plan the deductible is \$1,000 and then 80/20 up to a \$2,000 out of pocket max.						
HDHP 1,500 Single	\$9,758	\$9,406	\$351	\$1,200	\$1,500	\$1,500
HDHP 3,000 Family	\$27,178	\$17,586	\$9,592		\$3,000	\$3,000
\$1,500/\$3,000 HDHP Plans - This deductible is \$1,400 per individual on a single plan. If the plan is a family plan, the family must pay the deductible of \$2,800. Note, individuals on the family plan could account for more than \$1,500 until the family \$3,000 deductible is met. On this plan, once the deductible is met whether single or family, all other expenses are paid at 100%.						
HDHP 3,500 Single	\$8,409	\$8,327	\$82	\$2,100	\$3,500	\$3,500
HDHP 7,000 Family	\$23,422	\$16,813	\$6,610		\$7,000	\$3,500 per person/ \$7,000 per Family
\$3,500/\$7,000 HDHP Plans - This deductible is \$3,500 per person/\$7,000 per family. Under this plan, no individual whether on a single or family plan, will pay more than the \$3,500 deductible per person. If it's a family plan, the family will pay no more than the \$7,000 deductible. On this plan, once the deductible is met, whether single or family, all other expenses are paid at 100%.						
HDHP 5,000 Single	\$7,689	\$7,689	\$0	\$3,000	\$5,000	\$5,000
HDHP 10,000 Family	\$21,416	\$17,205	\$4,211		\$10,000	\$5,000 per person/ \$10,000 per Family
\$5,000/\$10,000 HDHP Plans - This deductible is \$5,000 per person/\$10,000 per family. Under this plan, no individual whether on a single or family plan, will pay more than the \$5,000 deductible per person. If it's a family plan, the family will pay no more than the \$10,000 deductible. On this plan, once the deductible is met, whether single or family, all other expenses are paid at 100%.						
HDHP 6,750 Single	\$7,008	\$0	\$7,008		\$6,750	\$6,750
HDHP 13,500 Family	\$19,519	\$0	\$19,519		\$13,500	\$6,750 per person/ \$13,500 per Family
\$6,750/\$13,500 HDHP Plans - This deductible is \$6,750 per person/\$13,500 per family. Under this plan, no individual whether on a single or family plan, will pay more than the \$6,750 deductible per person. If it's a family plan, the family will pay no more than the \$13,500 deductible. On this plan, once the deductible is met, whether single or family, all other expenses are paid at 100%.						

The renewal for all health insurance plans continues to be September 1st.

*If you have a district eligible spouse (see your contract for a definition of district eligible spouse) you are entitled to a \$1950 premium reduction and a \$750 HSA/HRA district contribution.

An employee who qualifies for health insurance through the Affordable Care Act (ACA) but does not qualify for district contribution towards health insurance plans due to hours/months worked may purchase a district insurance plan with no contribution from the school district.

	Benefit Year Start Date
\$500/\$1000 Plans	September 1st
\$1500/\$3000 Plans	September 1st
\$3500/\$7000 Plans	September 1st
\$5000/\$10000 Plans	September 1st
\$6750/\$13500 Plans	September 1st

RE: AFSCME Negotiations

Tom Whiteside <TWhiteside@afscme65.org>

Tue 2/27/2024 1:30 PM

To: Mary Marciniak <mmarciniak@isd94.org>; Steve Martin <smartin@isd94.org>; Christopher Marciniak <cmarciniak@isd94.org>; Trevor Neff <tneff@isd94.org>; Vickie Nordin <vnordin@isd94.org>; Thomas Proulx <tproulx@isd94.org>; April Isaacson <areynold@isd94.org>; Rachel Wuollet <rwuollet1@isd94.org>; Tisha Warbalow (NLSEC) <twarbalow@nlsec.org>; Jessica Loons <jloons@isd94.org>
Cc: Michael Cary <mcary@isd94.org>; Beth Dohnansky <edohnans@isd94.org>

Hello Mary,

This is a notice that AFSCME Council 65 is requesting to open negotiations for all local units with a contract expiring 6/30/24. This includes the Paraprofessional, Clerical, Custodial, and Dietary Units.

Please send the following information for each unit:

1. Updated seniority lists for each unit (include current hourly pay, longevity, current leave accruals (sick, vacation, personal) and if they are signed up for any health insurance and/or HRA contributions for each member).
2. A copy of the current health insurance fact sheet describing coverage and premiums.
3. The last 3 most current financial audits for the Cloquet School District.

Please let me know if you have any questions,

Tom Whiteside
Labor Representative
[AFSCME Council 65](#)
(218) 403-1447



From: Mary Marciniak <mmarciniak@isd94.org>

Sent: Thursday, February 22, 2024 11:48 AM

To: Tom Whiteside <TWhiteside@afscme65.org>; Steve Martin <smartin@isd94.org>; Christopher Marciniak <cmarciniak@isd94.org>; Trevor Neff <tneff@isd94.org>; Vickie Nordin <vnordin@isd94.org>; Thomas Proulx <tproulx@isd94.org>; April Isaacson <areynold@isd94.org>; Rachel Wuollet <rwuollet1@isd94.org>; Tisha Warbalow (NLSEC) <twarbalow@nlsec.org>; Jessica Loons <jloons@isd94.org>

Cc: Michael Cary <mcary@isd94.org>; Beth Dohnansky <edohnans@isd94.org>

Subject: AFSCME Negotiations

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello AFSCME leaders,

I know you will probably be bringing your requests to ¹⁶²negotiate soon, and I wanted to let you know about upcoming school board dates. The school board in January set the meeting dates for 2024. and due to

spring break this year, they have decided to have only one meeting in March. That meeting will be on the 3rd Monday - March 18th. If you wish to have anything added to that agenda, please have your documents to me by the previous Wednesday, March 13, 2024, by 4 p.m. The next meeting will be April 8, 2024, and I would need documents by Wednesday, April 3, 2024, by 4 p.m.

Just thought would pass this along so you could do some planning.

Thank you!

Mary Marciniak

Executive Assistant to the Superintendent

Cloquet School District

218-879-6721 ext. 6204

mmarciniak@isd94.org

"Carry out a random act of kindness, with no expectation of reward, safe in the knowledge that one day someone might do the same for you" – Princess Diana



Cloquet Schools, where caring for students is not just an idea, it's tradition.

[Current Job Opportunities](#)

[Student Enrollment Page](#)



Independent School District No. 94
Cloquet, Minnesota 55720

Central Administration
302 14th Street • 218-879-6721 • FAX-879-6724
Cloquet Senior High School
1000 18th Street • 218-879-3393 • FAX-879-6494
Cloquet Middle School
2001 Washington Avenue • 218-879-3328 • FAX-879-4175
Churchill Elementary School
515 Granite Street • 218-879-3308 • FAX-879-7034
Washington Elementary School
801 12th Street • 218-879-3369 • FAX-879-3360
Community Education
2001 Washington Avenue • 218-879-1261 • FAX-878-3013
Cloquet Area Alternative Education Programs
302 14th Street • 218-879-0115 • FAX-879-6941
<http://www.isd94.org>

MEMORANDUM

TO: Dr. Michael Cary, Superintendent
FROM: T.J. Smith, Director of Technology
DATE: March 13, 2024
RE: Intent to Negotiate

Please accept this memo as my notice of intent to negotiate my upcoming contract. My current contract ends on 6-30-2024 and I am requesting to negotiate my contract that will begin on 7-1-2024 at the earliest possible opportunity.

TS:MM

Linking school and community to provide life-long learning and success for all.

Lease Proposal

March 13, 2024

Lessee

Independent School District 94
302 14th Street
Cloquet, MN 55720

Lessor

Vantage Financial, LLC
444 Second Street
Excelsior, MN 55331

Description	Equipment Cost	Term	Annual Lease Payment
(115) 10.9-inch iPad Wi-Fi 64GB - Silver (Packaged in a 10-pack), Brenthaven 360 case, w/ 4-year AppleCare+ for Schools (no service fees) - Per Apple Quote No: 2212667607	\$513,229.30	5 Years	\$106,499*

***Place order at any time, and the first lease payment will not be due until July 15, 2024.**

Flex Lease

Lessee may add, substitute, or delete equipment at any time during the lease term.

Refundable Security Deposit

Lessee shall pay one month's rent as deposit.

Anticipated Delivery

During the installation period, rent will be charged only on the Equipment accepted by Lessee. Once all of the Equipment is installed and accepted, the lease schedule will commence.

Fees

Lessor will not charge any documentation, administration, or legal fees.

End of Lease Options

At the end of the flex lease term, the lessee has the option to return the equipment, purchase, or extend the lease depending on their needs at the time.

Contingencies

This proposal and the Lease Agreement are subject to final credit, equipment, and pricing approval by Lessor. This proposal is not intended to address all of the legal matters relating to the lease. The lease documentation will represent the final legal agreement.

Proposal Expiration:

April 13, 2024

We appreciate your consideration of Vantage Financial and look forward to continuing our relationship with Cloquet Schools. Please do not hesitate to call me should you have any questions regarding this proposal.

Sincerely,
Brian Bagley



Independent School District No. 94
Cloquet, Minnesota 55720

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<http://www.isd94.org>

MEMORANDUM

TO: Dr. Michael Cary, Superintendent

FROM: T.J. Smith, Director of Technology
Tom Brenner, CMS Principal
Tom Lenarz, CMS Assistant Principal

DATE: March 13, 2024

RE: Permission to Purchase

I am requesting permission to purchase 1150 iPads for the 24-25 school year. These iPads are a continuation of the district's 1:1 program, but are a slight change of format for the middle school. Instead of being strictly 1 device per student, the middle school will instead have classroom sets. After many discussions with the CMS staff, classroom sets resolves several logistical and classroom management issues and will result in less lost earning time due to iPad and behavior issues due to the iPads. The attached agreement is to lease the 1150 iPads for 5 years. Leasing the iPads keeps the purchase within the established budget for the middle school 1:1 devices.

TS:TB:TL:MM

Engagement Agreement

GOVERNMENTAL AUDIT WITH FEDERAL SINGLE AUDIT

Sent via electronic mail.

This letter is to confirm and summarize our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide.

Name	Address
ISD Cloquet Public Schools, Board of Education	302 14th Street Cloquet, MN 55720
Contact Name	Agreement Date
Candace Nelis	February 26, 2024
Contact Email	
cnelis@isd94.org	

SUMMARY OF ENGAGEMENT TERMS

Level of Service
Audit in accordance with Governmental Auditing Standards (Governmental Yellow Book) and Federal Single Audit
Financial Statements
Governmental Activities, each major fund, and the aggregate remaining fund information
Financial Reporting Framework
Accounting principles generally accepted in the United States of America
Reporting Period
As of and for the year ended June 30, 2024
Required Supplementary Information
Management's Discussion and Analysis, Schedule of Funding Progress - Other Post Employment Benefits, Schedule of District's and Non-employer's Proportionate Share of Net Pension Liability - MN PERA and TRA Plans, Schedule of District Contributions - MN PERA and TRA Plans

Supplementary Information	
Combining and Individual Fund Financial Statements, Supplemental Schedules and Other Schedules	Combining and Individual Fund Financial Statements and Schedules/Supplemental Schedules - Opinion in relation to the financial statements as a whole
Introductory Section and Statistical Section of the Annual Comprehensive Financial Report	N/A
Engagement Partner	
Nancy Schulzetenberg	
Fees	
Our fees for these services will be \$26,750 including the audit of the financial statements. Single Audit be billed at \$4,000 to \$6,000 per program, as applicable. The annual fee related to leases will be \$1,500 and a fee of \$500 for each additional lease.	
Nonattest Services Performed by BerganKDV	
Preparation of the Financial Statements	
Nonattest Services Performed by Creative Planning*	
N/A	

* Creative Planning, LLC and its affiliates (Creative Planning) and BerganKDV practice under an alternative practice structure in accordance with the AICPA Code of Professional Conduct and other applicable laws, regulations, and professional standards. BerganKDV is an independent, separately governed and licensed CPA firm that provides audit and attest services to its clients. Creative Planning provides wealth management, tax, business consulting, financial, and other professional services to its clients. Creative Planning is not a licensed CPA firm. See alternative practice structure below for additional details.

AUDIT SCOPE AND OBJECTIVES

We will audit the financial statements as identified in the summary of engagement terms, including the related notes to the financial statements, which collectively comprise the basic financial statements of the governmental entity. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the governmental entity's basic

financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the governmental entity's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The RSI as identified in the summary of engagement terms is required by GAAP and will be subjected to certain limited procedures but will not be audited.

We may also be engaged to report on supplementary information other than RSI, including the schedule of expenditures of federal awards, that accompanies the governmental entity's financial statements. If we opine on the supplementary information, accompanying the financial statements as identified in the summary of engagement terms, we will subject the supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole.

If we do not provide an opinion or any assurance on the supplementary information other than RSI as identified in the summary of engagement terms, the other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements and our auditor's report will not provide an opinion or any assurance on that other information. We will read the other supplementary information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other supplementary information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with the financial reporting framework identified in the summary of engagement terms and report on the fairness of the supplementary information for which we opine on as identified in the summary of engagement terms when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and Government Auditing Standards will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- ◆ Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- ◆ Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).

AUDITOR'S RESPONSIBILITIES FOR THE AUDIT OF THE FINANCIAL STATEMENTS AND SINGLE AUDIT

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and Government Auditing Standards, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, Government Auditing Standards do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and Government Auditing Standards. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a single audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We may also request written representations from your attorneys as part of the engagement.

We will identify significant risks of material misstatement as part of our audit planning. Audit planning and plan modifications continue throughout the course of the audit, as such, identified risks will include those identified and communicated to you previously, including during the prior year, modified for additional significant risks identified and prior risks no longer considered significant. These significant risks and modifications will be communicated to you throughout the audit process. A complete summary of significant risks identified will be included in our communications letter, required communications to those charged with governance.

Our audit of the financial statements does not relieve you of your responsibilities.

AUDIT PROCEDURES - INTERNAL CONTROL

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Government Auditing Standards.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, Government Auditing Standards, and the Uniform Guidance.

AUDIT PROCEDURES - COMPLIANCE

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the governmental entity's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the OMB Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of the governmental entity's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the governmental entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

RESPONSIBILITIES OF MANAGEMENT FOR THE FINANCIAL STATEMENTS AND SINGLE AUDIT

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with the financial reporting framework identified in the summary of engagement terms and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial

statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review during our fieldwork.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its

form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with the financial reporting framework identified in the summary of engagement terms. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with the financial reporting framework identified in the summary of engagement terms; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with the financial reporting framework identified in the summary of engagement terms; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this agreement. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

OTHER MANAGEMENT RESPONSIBILITIES

We understand that your employees will prepare all cash, accounts receivable, and other confirmations we request and will locate any documents selected by us for testing.

During the course of our engagement, we may accumulate records containing data which should be reflected in your books and records. You will determine that all such data will be so reflected. Accordingly, you understand that our firm does not accept responsibility for hosting client information; therefore, you have the sole responsibility for ensuring you retain and maintain in your possession all your financial and non-financial information, data and records.

Our role is strictly limited to the engagement described in this agreement and summary of engagement terms, and we offer no assurance as to the results or ultimate outcomes of this engagement or of any decisions that you may make based upon our communications with, or our reports to you. Your entity will be solely responsible for making all decisions concerning the contents



of our communications and reports, for the adoption of any plans and for implementing any plans you may develop, including any that we may discuss with you.

ALTERNATIVE PRACTICE STRUCTURE

Creative Planning, LLC and its affiliates (Creative Planning) and BerganKDV operate under an alternative practice structure in accordance with the AICPA Code of Professional Conduct and other applicable laws, regulations, and professional standards. BerganKDV provides audit and attest services and is closely aligned with Creative Planning that provides other professional (nonattest) services. Pursuant to a services agreement with Creative Planning, BerganKDV leases professional and administrative staff, both of which are employed by Creative Planning, to support BerganKDV's performance of audit and attest engagements. The professional and administrative staff leased under the services agreement will be under the direct control and supervision of BerganKDV, which is solely responsible for the professional performance of audit and attest engagements.

As identified in the summary of engagement terms, Creative Planning, which is not a licensed CPA firm, may provide permitted nonattest services, which are not covered under this agreement. BerganKDV, Creative Planning, and its affiliates will share confidential client information with each other to assist in the performance of those services. Your acceptance and signing of this agreement are also your consent for BerganKDV, Creative Planning, and its affiliates to share your information to provide you those services.

OTHER SERVICES

We will assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the governmental entity in conformity with the financial reporting framework identified in the summary of engagement terms and the Uniform Guidance based on information provided by you. These nonattest services do not constitute an audit under Government Auditing Standards and such services will not be conducted in accordance with Government Auditing Standards.

BerganKDV and/or Creative Planning may provide other nonattest services, as identified in the summary of engagement terms. These services may not be fully covered under this agreement and may be billed separately under other agreements with you.

You may request that BerganKDV and Creative Planning perform additional services not contemplated by this agreement. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fee. BerganKDV or Creative Planning also may issue a separate agreement covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this agreement.

We will perform the services in accordance with applicable professional standards. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could potentially impair our independence.

INDEPENDENCE

Professional and certain regulatory standards require us to be independent in the performance of our services in both fact and appearance. As such, BerganKDV and Creative Planning will not perform any management functions, make any management decisions, or perform any services or activities, without the appropriate safeguards, that would impair our independence.

You agree to assume all management responsibilities for the nonattest services, as identified in the summary of engagement terms, financial statements, schedule of expenditures of federal awards, and related notes, and any other nonattest services provided by BerganKDV and Creative Planning. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, the schedule of expenditures of federal awards, and related notes and that you have evaluated the adequacy of our services and have reviewed and approved the results of the services, the financial statements, the schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonattest services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

To ensure our independence is not impaired under professional and regulatory standards, you agree to inform the engagement partner before entering into any substantive employment discussions with any BerganKDV and Creative Planning personnel.

REPORTING

We will issue written reports upon completion of our Single Audit. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The Government Auditing Standards report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of

expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the governmental entity; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The attest engagement partner, as identified in the summary of engagement terms, is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

FEES

Our fees for these services are detailed in the summary of engagement terms. The fee estimate is based on anticipated cooperation from your personnel, the assumption that all requested information will be provided timely and accurately, and we will not encounter any significant or unusual circumstances which will affect the scope of our engagement, including unforeseen changes in operations or disruptions in providing our services. If significant additional time is necessary, our fees will be adjusted accordingly. Additional time incurred for assistance with implementation of new accounting or other regulatory standards, significant audit adjustments, internal control deficiencies or compliance findings, inaccurate accounting records, significant events or transactions resulting in expanded scope of work, unanticipated significant audit risks, staff turnover, or instances of fraud will be billed separately and will be based in part upon the amount of time required at our standard billing rates, plus out-of-pocket expenses.

We commit staff and resources to your engagement at the time scheduled with you and your team. Failure to provide the required documentation and engagement support by the agreed upon due dates may result in an inconvenience fee of 25% of the base fee noted in the summary of engagement terms.

AUDIT DOCUMENTATION

The audit documentation for this engagement is the property of BerganKDV and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to oversight, regulatory, state agencies or their designees pursuant to authority given to them by law or regulation, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of BerganKDV personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the oversight, regulatory or state agencies. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the parties contesting the audit finding for guidance prior to destroying the audit documentation.

MANAGEMENT WRITTEN REPRESENTATIONS

During the course of our engagement, we will request information and explanations from management regarding the entity's operations, internal controls, future plans, specific transactions, and accounting systems and procedures. At the conclusion of our engagement, we will require, as a precondition to the issuance of our report, that management provide certain representations in a written representation letter. The procedures we will perform in our engagement and the conclusions we reach as a basis for our report will be heavily influenced by the written and oral representations that we receive from management. Accordingly, false representations could cause us to expend unnecessary efforts or could cause a material error or a fraud to go undetected by our procedures. In view of the foregoing, you agree that we shall not be responsible for any misstatements in the entity's financial statements that we may fail to detect as a result of false or misleading representations that are made to us by management.

PEER REVIEW REPORT

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of contract. Our peer review report can be downloaded from our website at www.BerganKDV.com or will be provided in alternate formats upon request.

PROFESSIONAL SERVICES TERMS AND CONDITIONS

The parties agree that this Engagement Letter/Agreement incorporates the **Professional Services Terms and Conditions** (the "Terms") (collectively, the "Agreement"), all of which shall remain confidential between Client and BerganKDV. By signing this Engagement Letter/Agreement, Client acknowledges and agrees that Client has had an ample opportunity to review the terms contained in the Agreement. Client further agrees that Client has had the opportunity to obtain legal counsel and through Client's own determination, with or without counsel, accepts this Agreement.

The undersigned represent and warrant they are authorized signers for their respective organizations.

Executed by BerganKDV:	Acknowledged and Accepted by:
<i>Nancy Schulzetenberg</i>	
Title:	Title:
Shareholder	

PROFESSIONAL SERVICES TERMS AND CONDITIONS

These Professional Services Terms and Conditions (the “**Professional Services Terms and Conditions**” or “**T&C**”) are made part of the Engagement Letter (the “**Engagement Letter**”) entered into by the individual or entity client identified therein (hereinafter “**Client**”) and the BerganKDV identified therein (hereinafter “**Service Provider**”) (collectively, the Professional Services Terms and Conditions and the Engagement Letter, the “**Agreement**”). In the event of a conflict between these Terms and Conditions and the Engagement Letter, these Terms and Conditions shall control, unless the Engagement Letter makes specific reference to the section of this Professional Services Agreement that it intends to supersede. All capitalized terms not defined herein shall have the meaning as defined in the Engagement Letter.

1. Definitions. In addition to the terms defined elsewhere in this Professional Services Agreement, the following terms shall have the meanings set forth below when used in the Agreement:

“**Affiliate**” or “**Affiliates**” means any company, corporation, or limited liability company that directly or indirectly controls, is controlled by, or is under common control with a party to this Agreement.

“**Client Materials**” means any and all physical or electronic materials, information, data, dates, formulas, financial statements, records, Client’s Confidential Information, and any other information related to Client that Client provides to, or otherwise makes available to, Service Provider in the course of providing the Services to Client hereunder this Agreement.

“**Confidential Information**” shall collectively refer to: (1) all information or materials concerning any aspect of the business or affairs of the disclosing party that in any form, which is confidential, proprietary, or otherwise not generally available to the public, including without limitation the disclosing Party’s business or financial information and plans, documents, works in progress, work processes, trade secrets, customer information, and all other secret or confidential matter related to the disclosing Party’s business or projects and/or their Affiliates; and (2) any other information that disclosing Party designates as confidential, or which, under the circumstances of disclosure, the receiving Party reasonably knows should be treated as confidential.

“**Force Majeure Event**” means any event or circumstance beyond the control of a Party, including: (1) acts of God; (2) fire, flood, or explosion; (3) war, invasion, acts of terrorism, or other civil disorder; (4) national or regional emergency; (5) epidemics, outbreaks, pandemics (including, without limitation COVID-19); or (6) the operation of the Internet, interruption or failure of telecommunication or digital transmission links, and Internet slow-downs or failures.

“**Intellectual Property Rights**” means copyrights, trade and service marks, trade names, rights in logos and get-up, inventions, confidential information, trade secrets, registered designs, design rights, patents, all rights of whatsoever nature in computer software and data, database rights, all rights of privacy and all intangible rights and privileges of a nature similar to any of the foregoing, in every case in any part of the world and whether or not registered, and including all granted registrations and all applications for registration in respect of any of the same.

“**Party**” and “**Parties**” means either or both of the Service Provider and the Client.

“**Report**” means any physical or electronic document or output that Service Provider creates in providing the Services to Client, including but not limited to, reports, related work product, materials, presentations, and related communications (written or otherwise).

“**Representatives**” means a Party’s officers, directors, agents, advisors, employees and contractors.

“**Services**” means the work product and services to be provided by Service Provider pursuant to this Agreement and the Engagement Letter.

“**Service Provider Materials**” means: (1) any of Service Provider including, without limitation, computer hardware or software programs, products, materials or methodologies and reports, studies, data, diagrams, charts, specifications, gateways, bridges and integrations with third-party code; (2) any modifications to Service Provider’s pre-existing software produced on behalf of Client; (3) works or materials created and developed by Service Provider prior to or independently of the Services; and (4) residual knowledge and know-how of general applicability resulting from performance of the Services.

“**Third-Party Software Provider**” means any third party that provides software, software as a service, or other platform or software related products and services that Service Provider engages to assist with the performance of the Services.

2. Services.

2.1. Services and Additional Services. The Services to be performed by Service Provider for Client are set forth in the Engagement Letter. If any time Client requests that Service Provider perform additional services outside the scope of the Services (“**Additional Services**”) and Service Provider agrees to perform the work but Service Provider and Client do not enter into a separate Engagement Letter setting forth the Additional Services, then Client agrees to pay Service

PROFESSIONAL SERVICES TERMS AND CONDITIONS

Provider additional fees based in part upon the amount of time required at our standard billing rates, plus out-of-pocket expenses, the Additional Services will be subject to the terms and conditions of this Professional Services Agreement, and all references to the term “Services” in this Professional Services Agreement shall be construed to mean the Services and the Additional Services. Service Provider, in its sole professional judgment, reserves the right to refuse to perform any Services or take any action that could be construed as assuming Client’s responsibilities as set forth herein.

2.2. Third-Party Software Providers. Client acknowledges and agrees that such Services may be performed by Service Provider, or any of its Affiliates, or Third-Party Software Providers. Client acknowledges and agrees that Service Provider may enter into contracts or licenses with such Third-Party Software Provider and Service Provider shall have the right to enter into, amend, terminate, or modify any such contract or license with any Third-Party Software Provider at any time in its sole discretion and without the consent of or notification to Client. If applicable to Client’s Services, Client may need to agree to Third-Party Software Providers’ terms and conditions or other contractual agreements in order to use Third-Party Software Providers’ services.

2.3. Quality Inputs. Notwithstanding anything herein to the contrary, Client agrees and acknowledges that the quality of the Services and any Reports is reliant on the accuracy, reliability, availability, and validity of the Client Materials provided by Client to Service Provider and Service Provider makes no representation or warranty with respect to issues with the Services that result from or are based on issues with accuracy, reliability, availability or validity of the Client Materials. Client hereby agrees that it will immediately notify Service Provider when it becomes aware of issues with the accuracy, reliability, availability, and validity of the Client Materials provided to Service Provider and Client assumes all risk, loss, and damages that arise therefrom, including, but not limited to any costs associated with redoing the Services and any Reports.

3. Payment for Services.

3.1. Service Fees and Payment Terms. Client agrees to pay the fees for the Services as set forth in the Engagement Letter and in these Professional Services Terms & Conditions. Any amounts owed by Client hereunder will be invoiced monthly and all payments shall be due within thirty (30) days of Client’s receipt of the applicable invoice, unless stated to the contrary in the Engagement Letter. Client may not offset, defer or deduct any invoiced amounts. If Client objects to any invoiced amount, Client must promptly notify Service Provider in writing (but in no event more than thirty (30) days of the invoice date) and provide a detailed summary of all objections. Client hereby waives any objections to any invoice if timely objections are not made. If Client objects to any invoice, Client shall promptly pay all undisputed amounts and work with Service Provider in good faith to attempt to resolve any disputes.

3.2. Prepayments. Service Provider shall have the right to require Client to prepay up to fifty percent (50%) of the anticipated fees for the Services prior to any Services being provided to Client. If Service Provider determines in its sole discretion that the total cost for providing the Services cannot be reasonably determined at the outset, then Service Provider shall have the right to require Client pay a prepayment to Service Provider in an amount reasonably determined by Service Provider prior to Service Provider providing the Services.

3.3. Interest on Past Due Amounts. If any invoice is not paid by its due date, Service Provider will charge Client and Client will pay an interest charge of one percent (1%) per month on the unpaid balance of such invoice. For any amounts that are disputed in good faith, Client may still be liable for the interest if such amounts are later found to be rightfully due and owing. Alternatively, for any disputed amounts that are made in good faith, Client can pay such amounts into a mutually agreeable interest-bearing escrow account, in which case Client will not be obligated to pay such interest provided it cooperates in good faith with Service Provider to promptly resolve the dispute.

3.4. Certain Remedies for Nonpayment. If an undisputed invoice is not paid when due, Client shall pay Service Provider a service charge accruing from the due date in the amount of one and half percent (1.5%) per month or the highest lawful rate, whichever is less, on the unpaid balance of such invoice. If Client fails to pay to Service Provider, within ten (10) days after Service Provider makes written demand for any past-due amount payable under the Agreement (including interest thereon), then, in addition to all other rights and remedies which Service Provider may have at law or in equity, Service Provider may seek collection from Client of unpaid amounts due and shall be entitled to all of its attorneys’ fees, costs of court and other costs of collection regardless if formal litigation is commenced. Service Provider is also entitled to accelerate and demand full payment of any future amounts due under the Engagement Letter. Service Provider may, in its sole discretion, decide to suspend Client’s access to the Services, including any Services provided by a Third-Party Software Provider, until all past due amounts are paid in full. Any withholding of Services or support due to a failure by Client to pay amounts due does not relieve Client from its contractual obligation to pay for the Services during the time the Services and/or support are withheld. If Client makes full payment and restores its account to good standing and the Agreement has not otherwise been terminated, then Service Provider may resume Services. Notwithstanding any term to the contrary herein, Client acknowledges and

PROFESSIONAL SERVICES TERMS AND CONDITIONS

agrees that Services Provider shall not be liable for any damages that Client incurs resulting from Service Provider's suspension of Services until all amounts due are paid in full to Service Provider.

3.5. Taxes. All of Service Provider's invoiced amounts are exclusive of any taxes. Client is responsible for and shall pay all sales, use, excise, personal property or other taxes, whether federal, state or local, however designated, levied or imposed on any Services or invoiced amounts. Income, franchise or similar taxes related to Service Provider's earnings or business entity are Service Provider's responsibility.

4. Term of Agreement.

4.1. Term and Termination. The term of this Agreement shall commence on the Effective Date of the Engagement Letter and shall continue until terminated as provided herein. This Agreement may be terminated pursuant to the following: (1) either Party may terminate the Agreement for convenience by giving the other Party ninety (90) days' prior written notice; or (2) either party may terminate this Agreement "for cause" if the other party is in breach of any material term of this Agreement and does not cure the breach within thirty (30) days after receipt of the written notice of the alleged breach. Should such termination occur while Client still has Services remaining on any applicable agreement, except in situations where Client has terminated this Agreement for cause, then all of those amounts due presently and during the remainder of the Services term shall be immediately due and payable upon the effective termination of this Agreement.

4.2. Enforceability Post-Termination; Survival. Upon the termination of this Agreement, Service Provider has no further responsibility to provide Services. Client's obligation to pay Service Provider shall survive termination until all amounts due and owing to Service Provider are fully paid and Client shall be obligated to pay Service Provider for any fees or expense on a proportional basis for Services performed up to and including the Effective Date. Any provisions of this Agreement that by their terms require performance or have application to events following termination shall survive and remain in full force and effect.

4.3. Procedures Upon Termination. Upon the end of the Term, Service Provider shall prepare final invoices for Services and provide them to Client, and Client shall pay the same pursuant to the invoice terms. Both parties shall return any and all Confidential Information, reports, materials, or other service-related items as required by this Agreement in a timely manner. Both Parties are not obligated to delete data that is solely on their backup systems, provided that should the backup system's data that includes Confidential Information be restored to the primary system where the data is more readily accessible, then the Parties will at that time have the obligation to delete the Confidential Information.

5. Confidentiality, Certain Restrictive Covenants, and Intellectual Property.

5.1. Confidentiality Obligations. The receiving Party shall maintain the confidentiality of the disclosing Party's Confidential Information and protect such Confidential Information with the same degree of care that it applies to the receiving Party's own similar Confidential Information, but in no event less than a reasonable degree of care, given the nature of the information disclosed. The disclosing Party's Confidential Information shall be used by the receiving Party solely for the purpose of rendering or obtaining Services (as applicable) pursuant to this Agreement and, except as permitted herein, shall not be disclosed to any third party without the prior consent of the disclosing Party. Notwithstanding the foregoing, Client acknowledges that Service Provider may share Client's Confidential Information with those of its Representatives, Affiliates and any Third-Party Software Providers that have a need to know in order to assist with the performance of the Services and who agree to maintain the Client's Confidential Information on the same or similar terms as set forth herein. Client acknowledges that it may be asked by certain Third-Party Software Providers to consent to the sharing of Client's Confidential Information in connection with the Services, and Client agrees to consent to such requests from Third-Party Software Providers. This Agreement shall be deemed Confidential Information.

5.2. Exceptions. The restrictions on Confidential Information in this Section 5 shall not apply to information: (1) generally available to the public through no act or omission of the receiving Party, its Representatives, or its Affiliates; (2) independently developed or acquired by the receiving Party without use or reference to the disclosing Party's Confidential Information; (3) approved for release in writing by the disclosing Party; (4) that is received without restriction from another person or organizations lawfully in possession of such information and entitled to provide such information to the receiving Party; or (5) information that was rightfully in the possession of the receiving Party on a non-confidential basis prior to its disclosure by the disclosing Party. Additionally, either Party may use or disclose the other Party's Confidential Information if required by any request or order of any applicable government or regulatory authority, or otherwise as required by applicable law. Before disclosing the disclosing Party's Confidential Information for such purpose, the receiving Party must provide prompt written notice to the disclosing Party of the circumstances requiring disclosure of such Confidential Information, and the Parties shall cooperate with each other, at the disclosing Party's expense, to obtain protection for the confidentiality thereof to the extent available, to contest

PROFESSIONAL SERVICES TERMS AND CONDITIONS

and avoid such disclosure, to obtain any other appropriate remedy, or to waive compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained, or that the disclosing Party waives compliance with the provisions of this Agreement, the receiving Party will furnish only that portion of Confidential Information which is legally required.

5.3. HIPAA. Notwithstanding anything herein to the contrary, to the extent the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) applies to Client, Client acknowledges and agrees that: (1) Client retains all responsibility for being compliant with the applicable provisions of HIPAA that may apply to the Client Materials provided by Client pursuant to the Services; and (2) Service Provider makes no representation or warranty herein regarding its compliance with any applicable HIPAA laws and regulations in connection with the Services.

6. Warranties.

6.1. Representations and Warranties. Each Party represents, warrants and covenants to the other that: (1) it has full right, power and authority to enter into and fully perform its obligations under this Agreement; (2) the execution, delivery and performance of this Agreement by that Party does not conflict with any other agreement to which it is a party or by which it is bound; and (3) it shall comply with all material laws, rules and regulations applicable to its activities in connection with this Agreement. Client further represents, warrants, and covenants that: (1) the Client Materials are original to Client or Client has obtained the necessary rights to provide the Client Materials to Service Provider and use the Client Materials in connection with the Services; and (2) the Client Materials as provided to Service Provider are accurate, reliability, availability, and valid for the performance of the Services.

6.2. Third-Party Software Provider Warranty Disclaimers. Notwithstanding anything herein to the contrary, Service Provider makes no warranties, express or implied, or guarantees regarding the Third-Party Software Providers services and in no event shall Service Provider be liable to Client for the failure of any Third-Party Software Provider to perform any part of the Services. In the event of an issue or failure in the Services that is performed by a Third-Party Software Provider: (1) the Parties will work together, each at their own cost and expense, to attempt to reach a reasonable solution for the Parties (to the extent one is available); and (2) if Client desires to pursue a claim against the Third-Party Software Provider in a court of law, provided that such claim has a reasonable possibility of success in the opinion of Service Provider but Service Provider does not desire to participate in such claim, then Client will be permitted to seek such a claim in a court of law at its own cost and expense, and to the extent possible, Service Provider will assign any rights it may have with respect to the Third-Party Software Provider related to the claim.

6.3. All Obligations Set Forth in This Agreement; Limitation. SERVICE PROVIDER SHALL NOT BE RESPONSIBLE FOR ANY DELAYS AND/OR SERVICE UNAVAILABILITY OF ANY KIND, REGARDLESS OF CAUSE, EXCEPT AS PROVIDED IN THIS AGREEMENT. CLIENT EXPRESSLY WAIVES ANY CLAIMS AGAINST SERVICE PROVIDER FOR LOSS, INJURY, OR DAMAGE OF ANY KIND, DIRECTLY OR INDIRECTLY, RESULTING FROM AVAILABILITY OF THE SERVICES, USE OF THE SERVICES OR FROM ANY LOSS OR CORRUPTION OF CLIENT MATERIALS SOFTWARE, OR HARDWARE, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT.

6.4. OTHER WARRANTY DISCLAIMERS. EXCEPT FOR THE EXPRESS WARRANTIES STATED IN THIS AGREEMENT, SERVICE PROVIDER DISCLAIMS ALL OTHER WARRANTIES ON THE SERVICES FURNISHED UNDER THIS AGREEMENT INCLUDING WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS, OR OF ANY RESULTS TO BE ACHIEVED. UNLESS NOTED EXPLICITLY OTHERWISE HEREIN, ALL SERVICES ARE PROVIDED AS-IS. NOTWITHSTANDING ANYTHING TO THE CONTRARY HERE, ANY SERVICES THAT ARE CONTINGENT ON OR PROVIDED BY A THIRD-PARTY SOFTWARE PROVIDER CARRY NO WARRANTY OF ANY KIND BY SERVICE PROVIDER. CLIENT AGREES TO LOOK EXCLUSIVELY TO SUCH THIRD-PARTY SOFTWARE PROVIDER FOR ANY AND ALL LIABILITY. THE EXPRESS WARRANTIES STATED IN THIS SECTION 6 ARE IN LIEU OF ALL OBLIGATIONS OR LIABILITIES ON THE PART OF SERVICE PROVIDER ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF SERVICE PROVIDER UNDER THIS AGREEMENT.

7. Limitation of Liability and Indemnification.

7.1. LIMITATION ON DAMAGES. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, CLIENT ACKNOWLEDGES AND AGREES THAT THE MAXIMUM AGGREGATE AMOUNT THAT CLIENT CAN COLLECT FROM SERVICE PROVIDER OR ITS AFFILIATES FOR ANY CLAIM RELATED TO THIS AGREEMENT OR THE SERVICES, WHETHER PURSUANT TO THIS AGREEMENT OR OTHERWISE UNDER THE LAW, SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE AVERAGE MONTHLY AMOUNT ACTUALLY PAID FOR THE SPECIFIC SERVICE AT ISSUE BY CLIENT TO SERVICE PROVIDER UNDER THIS AGREEMENT OVER THE PAST TWELVE (12) MONTHS PRIOR TO WHEN THE CLAIM FIRST AROSE.

7.2. WAIVER OF CERTAIN DAMAGES. UNLESS SPECIFIED EXPLICITLY HEREIN, NEITHER PARTY SHALL BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS, LOSS OF USE OF DATA OR INTERRUPTION OF BUSINESS, WHETHER ARISING IN TORT, CONTRACT, OR INDEMNITY, EVEN IF SUCH PARTY HAS

PROFESSIONAL SERVICES TERMS AND CONDITIONS

BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; PROVIDED THAT NOTHING IN THIS PARAGRAPH IS ENTITLED TO LIMIT OR WAIVE THE AMOUNTS DUE FROM CLIENT TO SERVICE PROVIDER.

7.3. MUTUAL INDEMNIFICATION. Each Party (“**Indemnifying Party**”) will defend, indemnify, and hold harmless the other Party and its Affiliates, and any of their Representatives (“**Indemnified Party**”), from and against any and all losses, claims, actions, proceedings, and suits, and all related liabilities, damages, judgements, settlements, penalties, fines, costs or expenses (including reasonable attorneys’ fees and other actual litigation related expenses) (collectively “**Losses**”) incurred by the Indemnified Party, arising out of or relating to: (1) any breach or alleged breach of the Indemnifying Party’s representations and warranties; (2) any damage or loss caused by negligence, fraud, dishonesty, or willful misconduct by the Indemnifying Party or any of its Representatives; (3) unauthorized disclosure of confidential information by the Indemnifying Party; (4) claims against the indemnified party by a third party for infringement upon Intellectual Property Rights; and (5) any other violation of this Agreement by the Indemnifying Party. Notwithstanding anything to the contrary contained in this Agreement, in no event will the Indemnifying Party be liable for any amount attributable to the Indemnified Party’s gross negligence, willful misconduct, or breach of this Agreement.

8. Miscellaneous.

8.1. Non-solicitation of Employees. During the term of this Agreement and for a period of one (1) year after termination of this Agreement for any reason, Client shall not, directly or indirectly, hire, offer to hire, entice away, solicit, or in any other way persuade or attempt to persuade any Representative to discontinue their relationship with Service Provider. If Client violates this provision, Client shall pay Service Provider an amount equal to the Representatives total annualized compensation, including wages, bonuses and the cost of all benefits, if any, that Service Provider paid or was payable to the Representative during the one (1) year period prior to Client soliciting the Representative as well as the forecasted or actual total annualized compensation that Client will pay or did pay to Representative after the solicitation occurred.

8.2. Notification. All notices, requests, demands and other communications which are required or may be given under the Agreement will be in writing and will be deemed to have been duly given, or otherwise properly received: (1) when actually received if personally delivered; (2) when transmitted by confirmed facsimile, electronic or digital transmission method; (3) the day after it is sent, if sent for next day delivery to a domestic United States address by recognized overnight delivery service (e.g., Federal Express); and (4) upon receipt, if sent by certified or registered mail, return receipt requested. In each case, notice will be sent pursuant to the addresses and notice information for each Party set forth in the Engagement Letter, provided, however, that any Party may change such Party’s notice information by written notice to the other Party in the manner set forth above.

8.3. Force Majeure. Except for any payment obligations, which shall remain due and payable in accordance with the provisions of this Agreement, either Party shall be excused from delays in performing, or from its failure to perform, its obligations pursuant to this Agreement if such delays or failures result from a Force Majeure Event. In order to be excused from delay or failure to perform due to a Force Majeure Event, a Party must provide prompt written notice to the other Party reasonably identifying the Force Majeure Event and use commercially reasonable efforts to resume performance to the extent possible. If the period of non-performance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, either party may terminate this Agreement. Notwithstanding any term to the contrary herein this Agreement, Client’s sole and exclusive remedy for any such termination shall be a refund of the pro-rata portion of any pre-paid Service fees.

8.4. No Agency. Service Provider is acting solely as an independent contractor in rendering Services under this Agreement. In no way is Service Provider to be construed as the agent or acting as the agent of Client in any respect. Service Provider is neither the employer nor an employee of Client.

8.5. Assignment. This Agreement may not be assigned by either Party without the express written consent of the other Party, which shall not be unreasonably withheld, conditioned or delayed. Subject to the foregoing, any assignee under this Agreement shall be subject to all of the terms, conditions and provisions of this Agreement.

8.6. Waiver. No waiver or breach of any provision of this Agreement shall be effective unless made in writing nor shall such waiver or breach operate as, or be construed to be, a continuing waiver of such provision or breach.

8.7. Governing Law; Venue; Waiver of Jury Trial. This Agreement shall be governed by the laws of the State of Kansas, without regard to its conflict of law provisions. Subject to the alternative dispute resolution process described in section 8.8, any disputes between the Parties in connection with this Agreement shall be exclusively brought only in a court of competent jurisdiction located in either: (1) the county in which the Service Provider’s office sits that is providing the majority of the Services to the Client under this Agreement; or (2) if subsection (1) is inapplicable for any reason, then in Johnson County, in the State of Kansas. THE PARTIES EXPRESSLY AND IRREVOCABLY WAIVE TRIAL BY JURY IN THE EVENT OF ANY DISPUTE UNDER THIS AGREEMENT.

PROFESSIONAL SERVICES TERMS AND CONDITIONS

8.8. Alternative Dispute Resolution – Mediation & Arbitration. If a dispute arises from or relates to this Agreement or the breach thereof, and if the dispute cannot be settled through direct discussions, the Parties agree to first attempt to settle the dispute by mediation that will be administered by a neutral party, using mediation procedures, both of which have been agreed upon by both Parties before resorting to arbitration. Where mediation fails to produce a binding resolution between the Parties, any continued dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by individual final and binding arbitration in the proper location determined by section 8.7 of these Terms. Except as otherwise provided in this section or mutually agreed upon by the Parties, the arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. All aspects of the mediation and arbitration, including any final and binding award issued by the arbitrator, shall be strictly confidential. Judgment on the final and binding award issued by the arbitrator may be entered in a court described in section 8.7. This clause shall not preclude the Parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

8.9. Time Period for Claims. The Parties acknowledge that the nature of the Services makes it inherently difficult, with the passage of time, to present evidence in an arbitration that fully and fairly establishes the facts underlying any dispute that may arise between us. The Parties agree that notwithstanding any applicable statute of limitation that might otherwise apply to a claim or dispute between the Parties, including one arising out of this Agreement or the Services, any arbitration permitted under the Agreement (except related to the collection of sums due from Client) must be commenced within twelve (12) months after the date of delivery of any Report arising from the Services or if no Reports are delivered in connection with the Services, within twelve (12) months after the date of delivery of the Services. This twelve (12) month period applies and begins to run on the date of each report delivered by Service Provider, even if Service Provider continues to perform Services after such date, and even if neither Party has become aware of the existence of a claim or the basis for a possible claim. In the event a dispute within the last sixty (60) days of the twelve (12) month period, the period of limitation to commence a lawsuit shall be extended by up to sixty (60) days, to allow the Parties to conduct nonbinding mediation pursuant to Section 8.8.

8.10. Attorneys' Fees. The Party who substantially prevails in enforcing this Agreement shall be entitled to all of its reasonable attorneys' fees, expert witness fees, investigation costs, and court and appeal costs regardless of if a formal lawsuit is commenced. This provision shall remain in force for costs associated with section 8.8 unless the parties agree to allocate costs subject to a separate agreement.

8.11. Fees for Client Disputes with Third Parties. Except for disputes arising between the Parties, in the event Service Provider or any of its Affiliates are called as a witness or requested to provide any information (whether oral, written, or electronic) in any judicial, quasi-judicial, or administrative hearing, investigation, trial, appeal, or proceeding regarding information or communications that Client has provided to Service Provider, any documents and materials prepared by Service Provider in accordance with the terms of this Agreement, or any knowledge the Service Provider has related to Client, Client shall pay any and all expenses, including fees and costs for Service Provider's time, at Service Provider's rates then in effect, as well as any legal or other fees that Service Provider incurs as a result of such appearance or production of documents.

8.12. Subpoenas and Legal Proceedings. If Service Provider receives a subpoena related to Client, the Services Service Provider performed for Client, or if Service Provider otherwise must engage in any legal proceeding relating to Client or its acts or omissions, Client agrees to reimburse Service Provider for its costs associated with the same (including reasonable attorneys' fees), along with the value of the time its staff incurs in responding to the subpoena and participating in the legal proceeding calculated at the respective staff members' standard billable rate. Client shall pay all such amounts within ten (10) days of written demand.

8.13. Reproductions of Materials. Any publication or other reproduction of any Report prepared by Service Provider as part of the Services shall reference Service Provider's name and logo as original prepared and provided to Client. Client agrees to provide Service Provider with printers' proofs or master of such publication or reproduction of a Report for Service Provider's review and approval before it is printed and before it is distributed.

8.14. Electronic Signatures; Electronic Disclosures. The Parties agree that this Agreement and any other documents delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents shall have the same legal validity and enforceability as handwritten signatures to the fullest extent permitted by applicable law. Client hereby authorizes Service Provider and Third-Party Software Providers to deliver to Client electronically formatted data and information, including financial statements, drafts of financial statements, financially sensitive information, spreadsheets, trial balances, or other financial data from Service Providers files.

PROFESSIONAL SERVICES TERMS AND CONDITIONS

8.15. Counterparts. This Agreement may be executed and delivered by original signature, facsimile, or other image capturing technology, and in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

8.16. Entire Agreement. This Agreement constitutes the entire agreement between the Parties in relation to the Services provided hereunder and supersedes all prior written or oral communications and representations only with respect to the Services provided hereunder in this Agreement.

8.17. Severability. If any portion of this Agreement is held to be void, invalid, or otherwise unenforceable in whole or in part, for any reason whatsoever, such portion of this Agreement shall be amended to the minimum extent required to make the provision enforceable and the remaining portions of this Agreement shall remain in full force and effect.

8.18. Equitable Relief. Each Party acknowledges that its breach of Section 5 (**Confidentiality, Certain Restrictive Covenants, and Intellectual Property**) or Section 8.1 (**Non-solicitation of Employees**) will cause irreparable injury to the other Party for which monetary damages are not an adequate remedy. Accordingly, in addition to any other rights and remedies available to such Party, a Party shall be entitled to seek injunctive relief and other equitable remedies in the event of a breach of the terms of Section 5 or Section 8.1 by the other Party.

Memo to the School Board

Date: 3/4/24

RE: Changing CHS Graduation Requirements

From: CHS Principal, Steve Battaglia

- Due to legislative changes made during the 2023 session, Personal Finance will be a state requirement to graduate for all incoming 9th graders in 24-25.
- I am proposing that we make the following changes to Cloquet High School graduation requirements, effective for the 2024-2025 school year:
 - Remove Probs & Stats as a requirement for graduation - this is a local requirement that the state does not mandate. Currently, all 10th graders at CHS are required to take it. By removing this requirement, we will maintain the flexibility for students to choose electives that fit their individual academic wants and needs. If we keep this requirement, students will have less flexibility to take electives as the newly mandated Personal Finance requirement will take the place of an elective. It is important to note that Probs & Stats is not required in very many schools across the state - in my research, I could only find one other school that requires it. I want you to know that we plan to offer a new College in the Schools math elective through FDLTCC - Introduction to College Statistics. This new elective offering will allow students to choose to take a stats course if it fits their college/career path.
 - Add Personal Finance as a requirement to graduate for all 2025 CHS graduates and beyond. We'd want to give our counselors some flexibility in academic planning to work with students in the classes of 2025 and 2026 as they've already taken Probs & Stats and may need their remaining elective class slots for other necessary classes. Our counselors would handle waiving this requirement on an individual basis for the students in the classes of 2025 and 2026. We have the infrastructure to add this course immediately as we've been teaching it as an elective for many years. The course content includes an overview of personal financial planning with an emphasis on financial record keeping, planning spending, tax planning, consumer credit, making buying decisions, purchasing decisions, purchasing insurance, selecting investments, and retirement and estate planning.

*****In summary - we are proposing to drop the local Probs/Stats requirement and add the state mandated Personal Finance requirement.**



State of Minnesota

Joint Powers Agreement

SWIFT Contract Number:

FY24 SP ID: 412

This Agreement is between the State of Minnesota, acting through its Commissioner of Department of Education (“State” or “MDE”) whose designated business address is 400 NE Stinson Blvd., Minneapolis, MN 55413 (“State”) and ISD 0094-Cloquet, 302 14th Street, Cloquet, MN 55720-1757 (“Governmental Unit”).

Recitals

1. Under Minnesota Statutes § 471.59, subd. 10, the State is empowered to engage such assistance as deemed necessary.
2. The State is in need of K-12 arts educators to engage in job embedded coaching with local Minnesota artists in residence to support the development of culturally responsive curriculum, practices, and policies into their arts classroom through a gradual release model.

Agreement

1. Term of Agreement

- 1.1 Effective Date: Upon Execution, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.
- 1.2 Expiration Date: June 30, 2024, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2. Agreement between the Parties

Independent School District (ISD) 0094 who is not a State employee, will provide three (3) staff person to serve as Culturally Responsive Arts Education (CRAE) Cohort Member(s) and agrees to perform the following duties:

- CRAE Cohort Member(s) will meet with an MDE Arts & Equity Specialists once contract is complete for an initial planning meeting.

Culturally Responsive Arts Education Cohort Members:

- a) Residency 1: Cloquet Middle School, Andrea Cacek
- b) Residency 2: Cloquet Middle School, Andrew Mettner
- c) Residency 3: Cloquet High School, Julie Deters

- CRAE Cohort member(s) will contact the culturally responsive teaching artist identified and coordinate the scheduling of each residency as outlined in their initial Job Embedded Coaching – Residency Model application.
- Cohort members will oversee each of the residency hours, which includes co-planning, artist facilitation, and co-teaching hours. The artist can work directly with students during the residency but there must be a role for the teacher during this time, such as observation to build teacher capacity.
- The artist will provide coaching to the CRAE cohort member during the co-planning and co-teaching hours of the residency. Coaching will include co-creating culturally responsive curriculum and pedagogical practices, modeling, and supporting CRAE cohort members implement their learning with students.
- CRAE Cohort members will implement their learning on culturally responsive curriculum and practices by the end of each residency with support from the teaching artist. Any materials developed will be shared with the Minnesota Department of Education.
- Funding will only be used to support the residency as outlined in their initial Job Embedded Coaching – Residency Model Application, including any artist fees and materials needed. Identified teachers can also use the funding for extended time pay for any outside of the duty day planning hours with the artist. Any adjustments will need to be approved by an MDE Arts & Equity Specialist.
- CRAE Cohort member(s) will meet with an MDE Arts & Equity Specialist to provide progress report mid-way through each residency.
- CRAE Cohort members(s) will submit a final evaluation report for each residency to MDE and any materials generated within two weeks of the conclusion of the residency-prior to June 30, 2024.
- All residencies need to be completed prior to June 30, 2024.

Minnesota Department of Education will perform the following duties:

- An MDE Arts & Equity Specialist will meet with the CRAE Cohort Member(s) at an initial planning meeting to identify the areas of support needed for the residency.
- An MDE Arts & Equity Specialist will provide ongoing support throughout the residency including a progress check mid-way through the residency.
- An MDE Arts & Equity Specialist will provide the CRAE Cohort Member(s) with the end of the program evaluation report.

MDE's Authorized Representative has the right to adjust dates, times, locations and mode of delivery as needed based upon prior mutual written consent between both parties and within the Agreement timelines and terms.

3. Consideration and Payment

3.1 Consideration. MDE will pay for all services satisfactorily performed by ISD 0094 under this contract as follows:

- 3.1.1 Compensation: ISD 0094 will be paid according to Exhibit A, Pricing, which is attached and incorporated into this contract. Rates include labor and related expenses.
- 3.1.2 Total obligation: The total obligation of the State for all compensation and reimbursements to ISD 0094 under this Agreement will not exceed \$15,000.00.

3.2 Payment.

- a. Invoices. The State will promptly pay the Governmental Unit after the Governmental Unit presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. The final invoice for the fiscal year of this project is due no later than July 15, 2024 for services through June 30, 2024.

Invoices should be submitted to: [MDE Accounts Payable Department](mailto:MDE.AccountsPayable@state.mn.us) (MDE.AccountsPayable@state.mn.us). The preferred method of obtaining an invoice from a Contractor is by email. The subject line of the email with the invoice attached should contain the MDE's Authorized Representative's name, Purchase Order (PO) and Agreement/Contract numbers.

The invoice should include the following information:

- MDE's Authorized Representative's name;
- The SWIFT Purchase Order (PO) and Agreement/Contract numbers;
- Dates of service; and
- A description of services performed.

Should an invoice need to be submitted via U.S. Mail, please use the following address:

Minnesota Department of Education
Attn: Accounts Payable Department
400 NE Stinson Blvd.
Minneapolis, MN 55413

4. Authorized Representatives

The State's Authorized Representative is Nora Schull, Arts & Equity Specialist, email: nora.schull@state.mn.us, telephone: 651-582-8585, or her successor.

The Governmental Unit's Authorized Representative is Dr. Michael Cary, Superintendent, mcary@isd94.org, 218-879-6721 or his successor.

5. Assignment, Amendments, Waiver, and Contract Complete.

5.1 Assignment. The Governmental Unit may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of the State and a fully executed assignment agreement, executed and approved by the authorized parties or their successors.

5.2 Amendments. Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the authorized parties or their successors.

5.3 Waiver. If the State fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.

5.4 Contract Complete. This Agreement contains all negotiations and agreements between the State and the Contractor. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6. Indemnification.

6.1 In the performance of this Agreement, the Indemnifying Party must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the State, to the extent caused by Indemnifying Party's:

- Intentional, willful, or negligent acts or omissions; or
- Actions that give rise to strict liability; or
- Breach of contract or warranty.

The Indemnifying Party is defined to include the Governmental Unit, the Governmental Unit's reseller, any third party that has a business relationship with the Governmental Unit, or Governmental Unit's agents or employees, and to the fullest extent permitted by law. The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the Indemnifying Party may have for the State's failure to fulfill its obligation under this Agreement.

6.2 Nothing within this Agreement, whether express or implied, shall be deemed to create an obligation on the part of the State to indemnify, defend, hold harmless or release the Indemnifying Party. This shall extend to all agreements related to the subject matter of this Contract, and to all terms subsequently added, without regard to order of precedence.

7. State Audits.

Under Minn. Stat. § 16C.05, subd. 5, the Governmental Unit's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State, the State Auditor, or Legislative Auditor, as appropriate, for a minimum of six years from the expiration or termination of this Agreement.

8. Government Data Practices.

The Governmental Unit and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (or, if the State contracting party is part of the Judicial Branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the State under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minn. Stat. Ch. 13, by either the Governmental Unit or the State.

If the Governmental Unit receives a request to release the data referred to in this clause, the Governmental Unit must immediately notify and consult with the State's Authorized Representative as to how the Governmental Unit should respond to the request. The Governmental Unit's response to the request shall comply with applicable law.

9. Venue

Venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

10. Termination

10.1 Termination. The State or the Governmental Unit may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.

10.2 Termination for Insufficient Funding. The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Governmental Unit. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Governmental Unit will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Governmental Unit notice of the lack of funding within a reasonable time of the State's receiving that notice.

11. E-Verify Certification (in accordance with Minn. Stat. § 16C.075).

For services valued in excess of \$50,000, the Governmental Unit certifies that as of the date of services performed on behalf of the State, Governmental Unit and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify Program for all newly hired employees in the United States who will perform work on behalf of the State. The Governmental Unit is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at <http://www.mmd.admin.state.mn.us/doc/EverifySubCertForm.doc>. All subcontractor certifications must be kept on file with Contractor and made available to the State upon request.

12. Accessibility Standards

Contractor agrees to comply with the State of Minnesota Accessibility Standards effective September 1, 2010, which entails, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 which can be viewed on the [Minnesota IT Services website](https://mn.gov/mnit/about-mnit/accessibility/) (<https://mn.gov/mnit/about-mnit/accessibility/>). The Standards apply to web sites, software applications, electronic reports and output documentation, training delivered in electronic formats (including, but not limited to, documents, videos, and webinars), among others. As upgrades are made to the software/products/subscriptions available through this Agreement, the Contractor agrees to develop functionality which supports accessibility. If any issues arise due to nonconformance with the above mentioned accessibility Standards, the Contractor agrees to provide alternative solutions upon request at no additional charge to the State.

- a. For additional information on how to make your documents accessible please visit the following link [Accessible Electronic Documents / Minnesota IT Services \(mn.gov\)](https://mn.gov/mnit/about-mnit/accessibility/electronic-documents/) (<https://mn.gov/mnit/about-mnit/accessibility/electronic-documents/>).
- b. Contact the [Communications Office](mailto:mde.communications@state.mn.us) (mde.communications@state.mn.us) for specific guidance on creating content that meets our accessibility requirements.
- c. For questions regarding the accessibility of software, websites or applications, contact [Kim Wee](mailto:kim.wee@state.mn.us) (kim.wee@state.mn.us).

13. Publications or Other Content Intended for Dissemination

The following criteria are to be used for all publications or other content created for MDE intended for dissemination:

- a. Use only print-quality department logo. Request a copy from the MDE [Communications Office](mailto:mde.communications@state.mn.us) (mde.communications@state.mn.us).
- b. Copy must follow latest edition of the Associated Press (AP) Stylebook.
- c. Video content must be open or closed captioned. If video does not have narration or conversation, audio descriptions must be used. Audio descriptions help users with visual disabilities perceive content that is presented only visually and are necessary for WCAG 2 Level AA conformance.
- d. Copy must be free of typographical and grammatical errors.
- e. Fonts used can vary in promotional pieces; however, the sizes used should be comparable to Calibri 11 pt. or Times New Roman 12 pt.
- f. Manuals and other long documents (10+ pages, as a reference point only) should be provided in PDF format with bookmarks (preferred) or include a linked Table of Contents.
- g. If the end product is not an editable source document (originally created format), the source document must also be provided to the department along with the final format for all non-multimedia content. For instance, if a PDF document is the final product, the Contractor must also provide the Word or PowerPoint file.
- h. Presentations must be narrated, part of a recorded presentation, or include notes pages, not be standalone slideshows. Notes, as Annotations, should not be included when the presentation is converted to PDF.
- i. Please direct questions regarding printed material to the Authorized Representative for this Agreement.

14. Plain Language

Contractor must provide all deliverables in “Plain Language.” Executive Order 19-29 requires the Office of the Governor and all Executive Branch agencies to communicate with Minnesotans using Plain Language. As defined in Executive Order 19-29, Plain Language is a communication which an audience can understand the first time they read or hear it. To achieve that, Contractor will take the following steps in the deliverables:

- b. Use language commonly understood by the public;
Write in short and complete sentences;
Present information in a format that is easy to find and easy to understand; and,
Clearly state directions and deadlines to the audience.

15. Force Majeure

Neither party shall be responsible to the other or considered in default of its obligations hereunder to the extent that performance of any such obligations is prevented or delayed by acts of God, war, riot, disruption of government, pandemics, or other catastrophes beyond the reasonable control of the party unless the act or occurrence could have been reasonably foreseen and reasonable action could have been taken to prevent the delay or failure to perform. A party defaulting under this provision must provide the other party prompt written notice of the default and take all necessary steps to bring about performance as soon as practicable.

1. State Encumbrance Verification

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05

Print Name: _____

Signature: _____

Title: _____ Date: _____

SWIFT Contract No. _____

2. Governmental Unit

Print Name: _____

Signature: _____

Title: _____ Date: _____

3. State Agency

With delegated authority

Print Name: _____

Signature: _____

Title: _____ Date: _____

4. Commissioner of Administration

As delegated to The Office of State Procurement

Print Name: _____

Signature: _____

Title: _____ Date: _____

Admin ID: _____

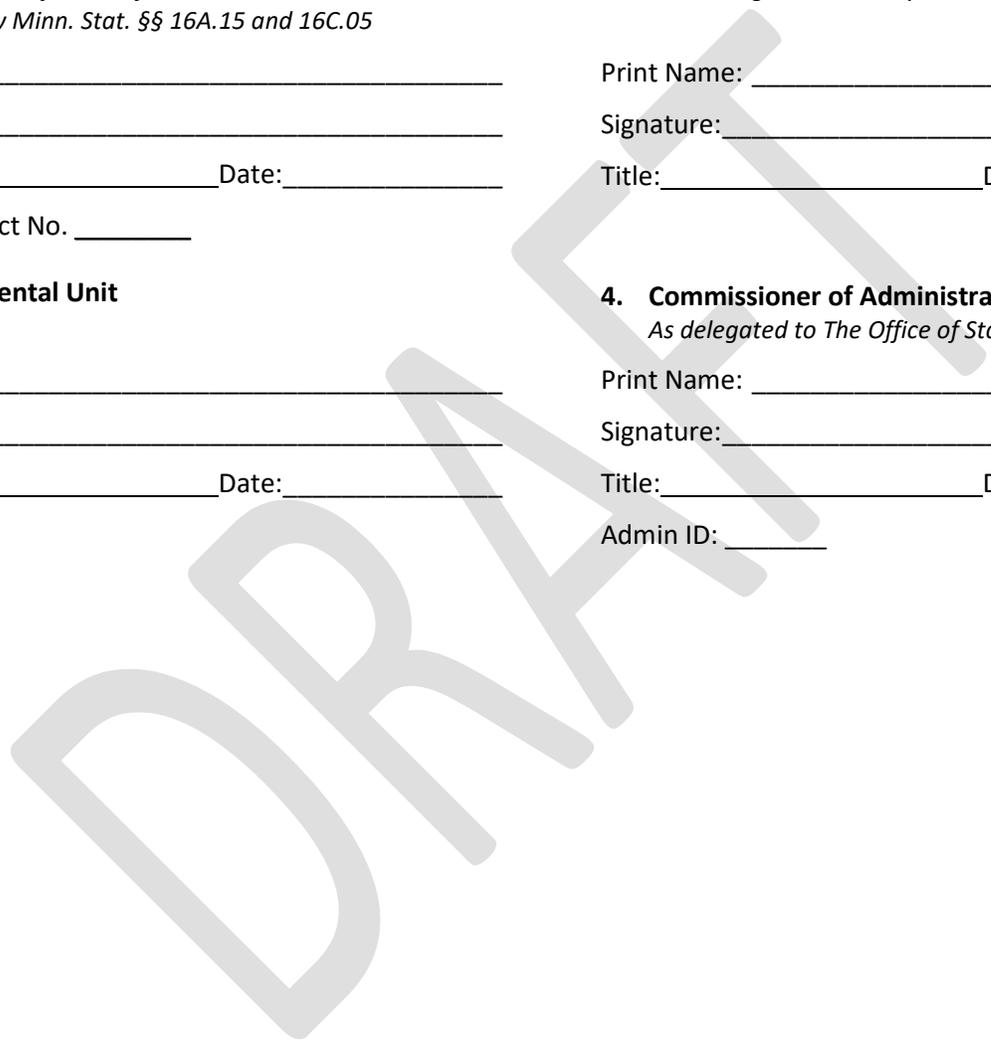


Exhibit A: Pricing

Teacher Name	School	Residency Amount
Andrea Cacek	Cloquet Middle School	\$5,000
Andrew Mettner	Cloquet Middle School	\$5,000
Julie Deters	Cloquet High School	\$5,000
		Total: \$15,000.00

DRAFT

**We invite you to come
visit us as we celebrate!**



April 6-12, 2024



**EARLY CHILDHOOD
FAMILY EDUCATION**

April 22-26, 2024

**School Board Members,
We would love for you to come for a visit!
See how we play, laugh, learn and grow!
Providing many families with a front door
to the district.**

Shannon Krikava
Cloquet ECFE/SR Coordinator
218-879-9291



Mary Marciniak

From: Lisa South
Sent: Wednesday, March 13, 2024 12:41 PM
To: Michael Cary; Mary Marciniak
Subject: Costa Rica School Trip - March 21-30 (reminder)

Good afternoon,

Just a reminder that a group of Spanish students and three adults (myself included) will be heading on an educational adventure next week out of the country!

We will depart from CHS at 5:30pm Wednesday, March 20, and return to CHS around 8:30pm March 30th.

Here are the details of our trip with roster of participants:

- **[Spanish Class trip to Costa Rica : March 20 - March 30 - with EMERGENCY CONTACTS](#)**

Our students are very fortunate that the school allows these trips. The students are with myself and a Costa Rican teacher the entire time - we have "class" in Costa Rica. Because of this supervision and the educational itinerary, the students can also opt to do additional assignments to earn 3 College credits upon returning from the trip. I created a class to learn about the history and culture of Costa Rica that met bot in person (7:30am on Wednesdays) and some Wednesdays asynchronous on-line assignments. That ensures that the teacher/student contact time is met for these students so that they can also earn a general elective HS credit for this educational experience.

Lisa C. South ([she/her](#))

Spanish Teacher
Cloquet High School
Cloquet, MN

Spanish Class trip to COSTA RICA : March 20 -30. 2024

We will depart from CHS on Wednesday, March 20, 2024 at 5:30pm and stay in the cities that night.

I. STUDENT PARTICIPANTS: 16 students (3 adults) - 19 participants total

- **Lisa Cameron South** (Spanish Teacher) - Lead Teacher

II. FLIGHTS (March 21-Depart /March 30 -Return) -

Flight	Departing	Arriving
AMERICAN AIRLINES 1870	MSP (MINNEAPOLIS/ST PAUL) Thursday, March 21, 2024 6:00 AM	MIA (MIAMI) Thursday, March 21, 2024 10:58 AM
AMERICAN AIRLINES 979	MIA (MIAMI) Thursday, March 21, 2024 11:55 AM	SJO (SAN JOSE) Thursday, March 21, 2024 12:50 PM
AMERICAN AIRLINES 1080	SJO (SAN JOSE) Saturday, March 30, 2024 5:15 AM	DFW (DALLAS) Saturday, March 30, 2024 10:44 AM
AMERICAN AIRLINES 2104	DFW (DALLAS) Saturday, March 30, 2024 3:23 PM	MSP (MINNEAPOLIS/ST PAUL) Saturday, March 30, 2024 5:45 PM

III - HOTELS -

DATE	HOTEL NAME AND ADDRESS	HOTEL TELE #
March 20	Hampton Inn Suites Minneapolis St Paul Arpt-Mall of America, Bloomington , MN US	+1 952-854-7600
March 21	Country Inn & Suites by Radisson, San Jose Aeropuerto, Costa Rica Sobre Autopista General Canas, Ciudad Cariari 198	Phone Number: +506 22392272

	San Jose, 40701 Costa Rica	
March 22-23	Evergreen Lodge Tortuguero Parque Nacional Tortuguero, Torutguero, XXXX , Costa Rica	Phone Number: 506 8376 7370
March 24	Hotel Lavas de Arenal 400 Oeste de la Escuela de El Bosque, Provincia de Alajuela, La Fortuna La Fortuna, Costa Rica	Phone Number: CR +506 2479-1171 WhatsApp: 60711171
March 25 - 26	CRW Corobici Autopista General Cañas Costado Norte del Parque Metropolitano, La Sabana , San Jose, 2443-100 Costa Rica	Phone Number: 506 2543 6000
March 27-28	Hotel San Bada Hotel San Bada, a un lado de la entrada al parque nacional Manuel Antonio Manuel Antonio, CR	Phone Number: 506 2777 5333
March 29	SHERATON Route 27, San Jose, Costa Rica San Jose, 10203 - Costa Rica	Phone Number: 506 4055 0505

Itinerary - Costa Rica Spring Break 2024:

<p>Day 0 March 20</p>	<p>Hampton Inn Suites</p>	<p>Bus to MSP area - spend night in the cities 5:30pm - Take bus to Hotel near MSP</p>
<p>Day 1 March 21</p>	<p>Country Inn & Suites - San José</p>	<p>Fly to Costa Rica - 6:00am Hola San Jose</p> <ul style="list-style-type: none"> • Meet tour director and check into hotel
<p>Day 2 March 22</p>		<p>San Jose--Tortuguero</p> <ul style="list-style-type: none"> • Costa Rican school visit - Visit a Costa Rican school to meet local students, practice Spanish and see the differences between schools there and schools at home. Travel to Tortuguero • See a banana plantation
<p>Day 3 March 23</p>	<p>Evergreen Lodge Tortuguero</p>	<p>Tortuguero</p> <ul style="list-style-type: none"> • Tortuguero National Park visit • Canal tour <ul style="list-style-type: none"> ○ Get up close with some of Tortuguero's coolest inhabitants. Make your way through the park's narrow waterways, where the overhanging vegetation can bring 300 species of birds, 168 species of reptiles and amphibians, and 60 species of mammals right up under your nose
<p>Day 4 March 24</p>	<p>Hotel Lavas de Arenal</p>	<p>Tortuguero--Arenal</p> <ul style="list-style-type: none"> • Travel to Arenal • Hot springs visit <ul style="list-style-type: none"> ○ Let the volcanoes take you away. At Arenal's hot springs, bubbling lava fields heat the waters to make nature's own jacuzzi.
<p>Day 5 March 25</p>	<p>CRW Corobici - Crown Plaza</p>	<p>Arenal-- / La Paz / San José</p> <ul style="list-style-type: none"> • Catarata de La Paz • Wildlife Refuge (https://waterfallgardens.com/) 1.5 • Ox Cart Painting Class (Traditional Costa Rican Decoration) • Cooking class with dinner in San José (Day 5 or 6)
<p>Day 6</p>		<p>San José / Irazú / Cartago</p>

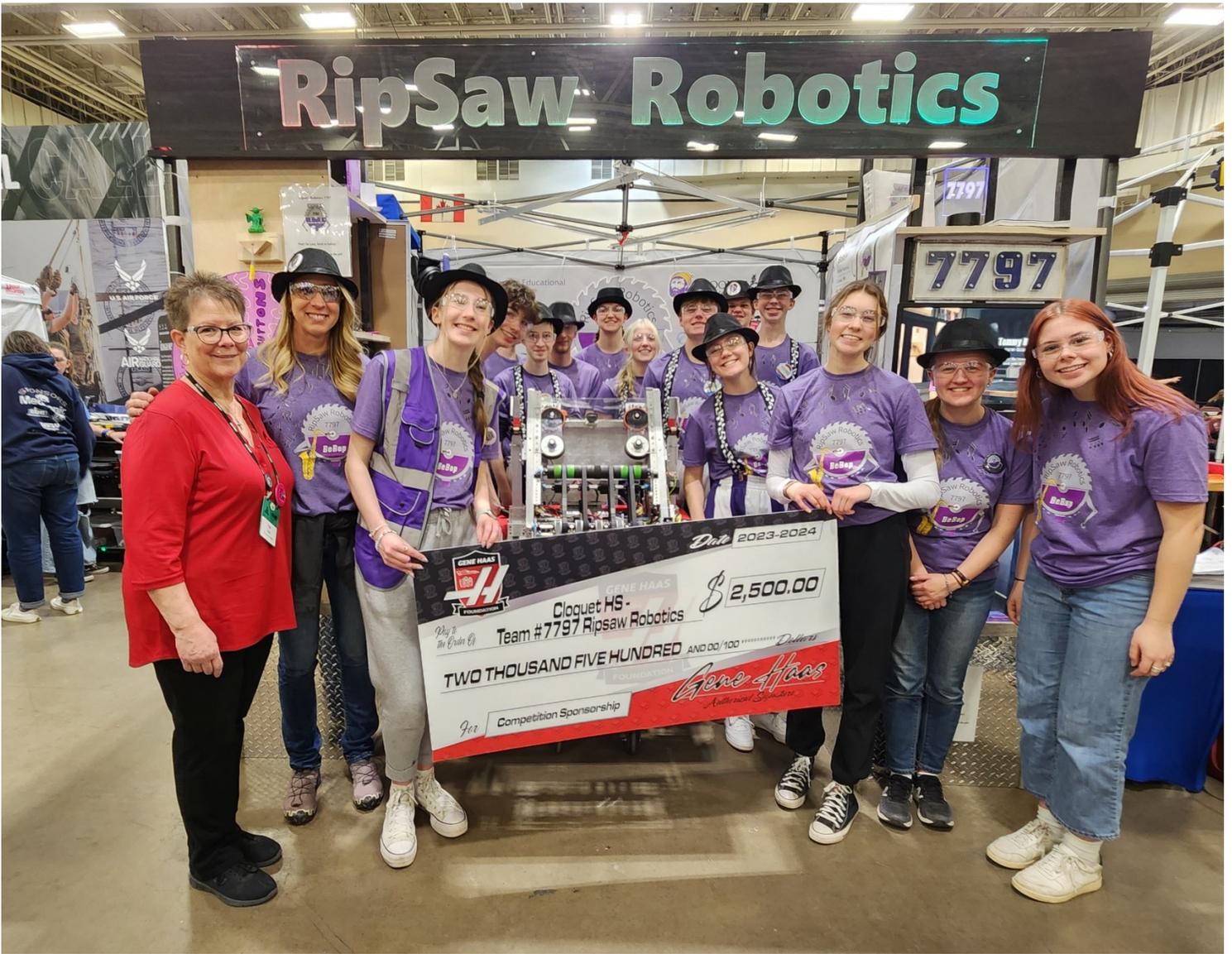
March 26		<ul style="list-style-type: none"> ● Early morning visit to Irazú National Park ● Lunch in Cartago <ul style="list-style-type: none"> ○ See Cartago Basilica and the shrine to La Negrita ○ Jardín Botánico Lankester ○ Ruins of Cartago
Day 7 March 27		Manuel Antonio <ul style="list-style-type: none"> ● Travel to Manuel Antonio ● Zipline
Day 8 March 28	Hotel San Bada	Manuel Antonio <ul style="list-style-type: none"> ● Manuel Antonio National Park guided visit <ul style="list-style-type: none"> ○ Combining white sandy beaches with lush tropical forest, Manuel Antonio is the perfect place to see a variety of Costa Rican wildlife, from white-faced monkeys and sleepy-faced sloths, to green turtles and orange-and-black-shelled land crabs. Explore the cays and inlets of this national park during a guided excursion.
Day 9 March 29	SHERATON	Manuel Antonio--San Jose <ul style="list-style-type: none"> ● Travel to San José ● Dance Class - Dance the El Torito! <ul style="list-style-type: none"> ○ Costumed Costa Rican folklore dancers teach you the El Torito, as well as other traditional dances, then relax and watch the pros perform.
Day 10 March 30		End tour <ul style="list-style-type: none"> ● Breakfast ● Fly home ● Bus will pick us up from MSP and bring us to Cloquet (8:30pm estimated arrival in Cloquet)

On Thursday, the members of Ripsaw Robotics got to learn about the other teams they were going to compete against and be on alliances with. For the two competition days, we had the chance to see the potential of our robot as we fought to maintain our position near the top of the ranks. Our robot, Bebop, was a dominant force on the gamefield by being a top scorer of each match. On Saturday, qualification matches came to an end and Ripsaw Robotics, for the first time ever, became an alliance captain. As the lead team of the third alliance, we brought our team to a fifth place finish ending the weekend with an abundance of hope for the future of Ripsaw Robotics.

Michelle Wick

Career and Technical Education Program Coordinator
Communication Technology Teacher
WBL Coordinator
Track & Field Assistant Coach
RipSaw Robotics Co-head Coach
Cloquet High School







Washington News

March 2024

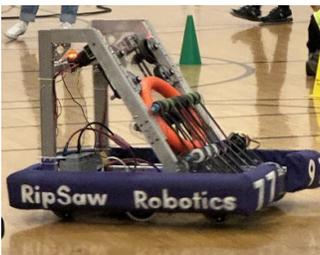


News & Notes:

- **March 1** — No School for Students
A.M. Conferences/P.M. Staff Professional Time
- **March 4** — the week of March 4th our 2nd Trimester PBIS all-school reward will be Popcorn and a Movie!
- **March 10** — Daylight Savings (Spring Forward)
- **March 14** — Kindergarten Round-Up (no regular school for kindergarten this day)
- **March 15** — March Birthday Lunch
- **March 18** — Last Makoons Club
- **March 19** — Spring Begins!
- **March 19** — PIE Meeting (6:30 pm in the Media Center)
- **March 21** — Last day of EXCEL Programs
- **March 21** — 2nd Grade Music Program 6:30 pm
- **March 22** — July Birthday Lunch
- **March 22** — Spirit Day: Student Choice TBD
- **March 23** — **March 31** (Spring Break) No school
- **April 1** — No School for Students (Professional Day for teachers)
- **April 2** — Students return to school

When it comes to **Character Education**, we focused on CARING in the month of February. Now that we have launched into March the focus will be DOING THE RIGHT THING. The Anishinaabe teaching for the month is WISDOM. As always, we appreciate your partnership in talking to your child about our character education trait and how it applies to his/her life at school, home and in the community! These two combined together remind us that sometimes it takes wisdom to make the choice to do the right thing. We have choices to make every day! When we make choices that are for the good of those around us, or when our actions support and encourage those around us, we are doing the right thing.

The **Cloquet High School Ripsaw Robotics** team came to Washington to give us a sneak preview of this year's robot! The CHS Robotics Program participates in FIRST Robotics competitions, helping students build teamwork and skills that will help them as they pursue careers after school.



The PIE Fundraiser Kettle River Pizza Pick-Ups are March 5 & 6. Notes went home with your scheduled times. Thank you everyone for your hard work and fantastic sales! This fundraiser raised a total of \$15,328.00 towards PIE for future school grants!

Mrs. Wick's class celebrated Dr. Seuss' Birthday!



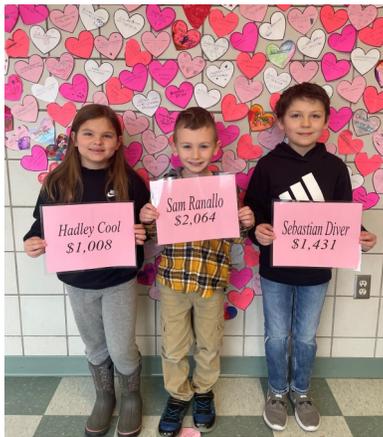
Just Kids Dental Presentation



Valentine's Day in Mrs. Kahlstorf's room



Kids Heart Challenge was a **HUGE** success!! Washington Elementary students jumped in feet first and set records during the Kids Heart Challenge. In total, students were able to bring in **\$34,800** for the American Heart Association. (We also had 110 students complete Finn's Mission by learning hands only CPR and learn the F.A.S.T. method to identify signs of stroke.) The Kids Heart Challenge Program is a great community service project where students get to collect funds for the American Heart Association to help support the fight against childhood obesity, heart disease and stroke through education and life-saving research. Washington has been involved with this program for 26 years, and we couldn't be prouder of our students for their outstanding efforts! Thank you for helping us celebrate the American Heart Association's 100th Anniversary!



February: "I Love to Read"

As we spring into March, let's take a look back at what February had in store for our students and staff! February was "I Love to Read Month," and we enjoyed fun dress up days, First Chapter Fridays, and bookbreaks.org with authors Alice Faye Duncan, Derrick Barnes, and Katherine Applegate.



Reading Buddies!



March Book Display

Book Fair



Notes from the Nurse:

When to Keep Your Child Home As "Ill":

- Fever over 100.0 F
- Vomiting (or 24 hours after last episode)
- Persistent harsh cough
- Body aches/headache/chills



Communicable illnesses:

- COVID—call us
- Strep throat (okay to return after first dose of antibiotic)
- Influenza w/fever – keep home until no fever without medication for 24 hours
- Impetigo
- Pink eye
- Chicken pox – call us!!
- Head Lice – call us!!

Good hand washing is very important to prevent illnesses of all sorts!!

With the playground being very muddy, please pack extra clothing for your child in case they get wet/muddy. This includes socks, underwear, pants and a shirt. Thank you!

SPRING
is coming



End of Day Assistance Requested!

Parents/guardians, it is important for your child to be in school the full school day. Please do not pick up your child early unless it is for a scheduled appointment or an emergency. As always, we appreciate as much advance notice as possible. Thank you. We have seen a huge increase in last minute requests, which is disruptive to the classroom and the office. Your child's safety is always our first priority, so knowing a plan for how your child gets home as early in the day as possible goes a long way toward making sure your child is safe.

