



DATE POSTED: MARBLEHEAD
TOWN CLERK
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2023 MAY 30 PM 12:46

MEETING NOTICE

POSTED IN ACCORDANCE WITH THE PROVISIONS OF MGL 30A § 20 Act relative to extending certain COVID-19 measures adopted during the state of emergency

Marblehead School Committee

Name of Board or Committee

HYBRID MEETING

Address: Marblehead High School- Library at 2 Humphrey St. Marblehead MA, 01945

OR
Zoom Conference join via the web link or Dial in
<https://marbleheadschoools-org.zoom.us/j/94278091492?pwd=ZlJXTHdWT1VXMmNWandhK3h1K1BRQT09>
Meeting ID: 942 7809 1492
Password: 149864
Dial in Phone # +1 646 558 8656

Thursday	June	1st	2023	7:00pm
Day of Week	Month	Date	Year	Time

Agenda or Topics to be discussed listed below (That the chair reasonably anticipates will be discussed)

- I. Initial Business
 - a. Call to Order
 - b. State of the District
 - i. Achievement Update
 - ii. Enrollment and Class Size Update
 - iii. Records Request Update
 - iv. Legal Update
 - c. Commendations
 - d. Student Representative-Yasen Colon
 - e. Public Comment

 - II. Consent Action and Agenda Items
 - a. Interview and Vote of School Nurse
 - b. Approval to Declare High School Science Department Items as Surplus (vote)
 - c. Approval for 2023-2024 School Year Out of State Field Trips-High School (vote)
 - d. Schedule of Bills (vote)
 - e. FY24 Clerk’s Agreement (vote)
 - f. Approval of Minutes (vote)
- 5/18/2023 (vote)

III. Superintendent Report

- a. Youth Behavior at Risk Survey Presentation- Gina Hart
- b. District Updates
 - i. Staffing Update

IV. School Committee Communication and Discussion Items

- a. Massachusetts Association of School Committees MASC Policy Revision Recommendations:
 - i. BDFA-School Advisory Councils-Revision
 - ii. BDFA-E3 Conduct of School Advisory Council Business-RESCIND
 - iii. BDFA-E-School Improvement Plan-Revision /New Name
 - i. BDFA-E1 School Improvement Plan-RESCIND
 - iv. BDFA-E2 Submission and Approval of the School Improvement Plan-RESCIND
 - v. CHA_CHC-Development and Dissemination of Procedures-Revision/New Name
 - vi. CHA Development of Procedures-RESCIND
 - vii. CHC Procedures Dissemination-RESCIND
- b. FY24 Budget Planning and Discussion
 - i. Accounting of All Employee Benefits
- c. Superintendent Evaluation-Workshop Date
- d. Subcommittee and Liaisons Updates

V. Closing Business

- a. New Business
- b. Correspondence
- c. Adjournment

Hybrid Meeting Notice: Members of the public are welcome to attend this in-person at 2 Humphrey St. Marblehead MA 01945 or by the remote zoom connection provided. Please note that the in-person meeting will not be suspended or terminated if technological problems interrupt the remote connection.

THIS AGENDA IS SUBJECT TO CHANGE

Chairperson: Sarah Fox
Posted by: Lisa Dimier
Date: 5/30/2023



MARBLEHEAD PUBLIC SCHOOLS

Marblehead Veterans Middle School

Duncan Sleigh Square
217 Pleasant Street
Marblehead, Massachusetts 01945
781-639-3120 Fax: 781-639-3130

To: Dr. John Buckley, Superintendent of Schools
From: Matthew Fox, Principal
Re: MVMS Class Size

The class sizes at Veterans Middle School over the past 12 years have stayed fairly consistent across our core classes, averaging just under 22 students at 21.8 students per section. We are currently experiencing some lower class sizes due to a smaller overall number of students, and the fact that we have a few additional core classes that are being offered. The current average size of all core classes is 19.6 students per section.

Even though we are slightly smaller than our historical average, coming out of multiple years of interrupted education due to the COVID pandemic, this is an excellent time to have slightly smaller class sections than in the past.

In the following data tables, you will be able to see that while the average class sizes are close to each other across all disciplines (Table #1), the true difference is in the range of class sizes within a department (Table #2). For example, with a range of only 10, English and Health/PE have only 10 students separating the smallest class from the largest class. However, due to scheduling issues and the fact that many students may come out of UA classes for Tier 2 interventions, our Unified Arts classes have the largest range of 16. Additionally, as Table #2 is a combination of both grades, the two more sections of 8th grade Civics creates a larger range for the entire department.

Table #1

Subject	Grade	# of Sections	Current Enrollment	Average Class Size
English	7	10	199	19.9
	8	11	209	19
Math	7	10	198	19.8
	8	11	208	18.9

Science	7	10	203	20.3
	8	10	212	21.2

Social Studies	7	10	202	20.2
	8	12	212	17.7

World Languages	French	4	80	20
	Latin	1	21	21
	Spanish	10	225	22.5

Table #2

Subject	Average	Median	Mode	Range
English	19.4	19	18	10
Math	19.3	19	16	13
Science	20.8	21	18	11
Social Studies	18.8	19	21	14
World Language	21.7	23	24	13
Unified Arts	18.6	19	19	16
Health/PE	20.3	20	18	10

Marblehead High School



Daniel Bauer
Principal

Lindsay Donaldson
Assistant Principal

2 Humphrey Street
Marblehead, Massachusetts 01945-2290
(781) 639-3100
(781) 639-3105 fax

Michele Carlson
Assistant Principal

To: John Buckey, MPS Superintendent
From: Dan Bauer, MHS Principal
Subject: MHS Enrollment Report (School Committee)
Date: May 2023

Enrollment – 2022-23

Grade	# of Students
Grade 9	196
Grade 10	240
Grade 11	215
Grade 12	223
Total	874

Class Size – Sections and students

Department	Students Enrolled 2022/23	Number of Sections
English	1004	65
Social Studies	1183	60
Math	1119	54
World Lang.	748	50
Science	1099	67

English

Grade	Sections	AP	Honors	College Prep	College Prep 2	Ave Class Size
9 English	13 sections	0	5	8	0	15
10 English	13 sections	0	7	7	0	17.9
11 English	14 sections	4	3	6	0	16.9
12 English	14 sections	3	5	3	0	20
Electives	14 sections	0	7	7	0	19
Total	65 sections	7	27	31	0	17.7 Overall

Notes –Electives combined Sections Honors/CP

Students Per Section comparison

Level	2022-23	2019-20	2018-19	2017-18	2016-17
AP	17.4	18.25	16	15.2	18
Honors	19.23	17.45	20.1	16.8	23
College Prep	15.54	15.67	16.1	17.1	21
College Prep 2	N/A	12	10.5	12	11

Notes: English 9, 10, 11, 12

AP Offerings – AP Composition & AP Literature.

Electives – Film Studies, Creative Writing, Reading & Literature (RTI)

Social Studies

Grade	Sections	AP	Honors	College Prep	College Prep 2	Ave Class Size
Grade 9 World Cultures	12 sections	0	6	6	0	16.3
Grade 10 Western Traditions	12 sections	4 – AP Euro	4	4	0	19.75
Grade 11 U.S. History	11 sections	4 – AP U.S.	4	3	0	20.18
Grade 12 Civics	12 sections	5 – AP Gov't	4	3	0	19.1
Electives	14 sections	0	0	13	0	22.9
Total	60 sections	13	18	29	0	19.6 - Overall

Students per Social Studies section - Average.

Level	2022-23	2019-20	2018-19	2017-18	2016-17
AP	19.38	20.71	23.2	21.4	22
Honors	20.3	19.76	22.4	21.8	19
College Prep	19.44	19.05	16.5	19.9	21
College Prep 2	N/A	N/A	N/A	N/A	N/A

Notes: World Cultures, Western Traditions, US History, Civics

AP Offerings – AP European History, AP U.S. History, AP U.S. Government

Electives – Applications of Law, Intro Psych, Sociology, WWII & Cold War, US Legal Systems

Math

Grade	Sections	AP	Honors	College Prep	College Prep 2	Ave Class Size
Algebra I	7 sections	0	2	4	1	20.28
Geometry	10 sections	0	5	4	1	21.2
Algebra II	12 sections	0	4	6	2	20.3
Pre-Calculus	8 sections	0	4	4	0	20.25
Calculus	5 sections	4 (3 AB & 1BC)	0	1	0	16.4
Statistics	4 sections	2	0	2	0	16.25
Algebra III	3 sections	0	0	1	2	13.6
AP Comp Science, Principles, Intro	5 sections	5	0	0	0	20.8
Total	54 sections	11	15	22	6	18.6 - Overall

Students per Math section - average.

Level	2022-23	2019-20	2018-19	2017-18	2016-17
AP	18.63	22.16	19.7	19.2	19
Honors	21.4	21.9	21.2	21	21
College Prep	19.63	20.21	18.9	21	22
College Prep 2	15.6	16	15	15.7	14

Notes: Algebra 1, 2, 3, Geometry, Pre-Calculus, Calculus, Statistics (RTI)

AP Offerings – Calculus AB, Calculus BC, Statistics, Computer Science Principles, Computer Science A

Science

Grade	Sections	AP	Honors	College Prep	College Prep 2	Ave Class Size
Grade 9 Biology	13 sections	0	3	8	2	15.8
Grade 10 Chemistry	14 sections	0	7	6	1	17.5
Grade 11 Physics	10 sections	0	5	3	2	15.8
AP – Bio, Chem, Physics, Env. Sci	5 Sections	5	0	0	0	20.8
Grade 12 Electives	25 sections	0	5	17	0	17.5
Total	64 sections	5	20	34	5	21 - Overall

Students per Science Section – average.

Level	2022-23	2019-20	2018-19	2017-18	2016-17
AP	20.4	21	19	23	22
Honors	15.9	21	21.8	23.2	22
College Prep	16.87	19.88	21.6	17.2	21
College Prep 2	13	16	12.4	13.7	12

Notes: Electives - Astronomy, Chemistry of Cooking, Engineering, Infectious Disease, Anatomy & Physiology, Forensics, Marine Science (RTI)

World Language

Grade	Sections	AP	Honors	College Prep	College Prep 2	Ave Class Size
Spanish	32 sections	1	9	22	0	16.37
French	11 sections	1	5	5	0	16.3
Latin	7 sections	1	5	1	0	12.2
Total	50 sections	3	16	36	0	14.9 - Overall

Students per World Language Section – average.

Level	2022-23	2019-20	2018-19	2017-18	2016-2017
AP	11	10	8.5	11.5	10.5
Honors	13.56	14.06	14.6	17.9	15.5
College Prep	16.1	17.8	15.4	19.4	13.3
College Prep 2	N/A	N/A	10.3	7.5	14

Notes: Spanish, French, Latin
 AP Offerings – French, Spanish, Latin

Visual, Performing, Applied & Business

Subject	Students	Sections	Average per Section	Courses
Business/Applied Arts	653	52	13.73	Marketing, Banking, Entrepreneurship, Woodworking, CAD, Marine Tech, Advanced TV, Studio Production, Field Production
Performing Arts	174	11	15.81	Choir, Band, Orchestra, Guitar, Piano, Jazz Band, Theatre Arts, AP Music Theory
Visual Arts	561	32	16.68	Drawing, Sculpture, Painting, Art Studio, Graphic Design, Photography, AP Art History

Combined sections – Choir, Band, Orchestra, Piano, Jazz Band, Art studio, Field Production, Advanced TV

Julie Berman RN



Experience

Landmark School, Manchester-By-The-Sea, MA August 2021-Present

School Nurse

Triage, assess and provide direct nursing care to students in grades 2-8 at a school dedicated to students with dyslexia and other language-based learning disabilities. Medical diagnoses of students include asthma, allergies, migraines, sports-related injuries, seizure and fainting disorders, and type 1 diabetes.

Maintain and execute school and state COVID policies and procedures; monitor students and staff for COVID symptoms; perform COVID testing; maintain isolation for newly diagnosed COVID cases; provide education and guidance to students, families and staff regarding the pandemic; ensure a safe school environment in accordance to masking and infection control policies; maintain school health attestation program.

Administer medications in collaboration with medical orders and protocols.

Manage student with type 1 insulin dependent diabetes with continuous glucose monitoring and insulin pump; monitor glucose levels and treat high and low levels accordingly; oversee student food intake during school day and administer insulin as needed; ensure safe school environment for student.

Work with mental health professionals to support students with mental health disorders, including depression, anxiety, self-harm, and eating disorders.

Marblehead, Swampscott, Nahant Public School Systems, MA September 2022- Present

Substitute School Nurse

Provide school nursing care to children with various medical needs in grades pre K-12 as a substitute employee.

Easily and successfully adapt to different school systems policies, procedures, staff and work environment on a daily basis.

Epstein Hillel School, Marblehead, MA August 2018-April 2020

Lead School Nurse

Provided direct nursing care to students in a K-8 independent private day school.

Managed acute and non-acute illnesses and injuries, administered first aid and medications, and provided health education and awareness to students, staff and parents.

Developed and executed medical care plans in collaboration with students' families and medical providers.

Managed and oversaw students' allergies and maintained associated emergency medications.

Collaborated with the school social worker when necessary to support students' mental health needs.

Maintained and monitored students' health records.

Attended various professional development programs on school nursing.

Tower School Marblehead, MA 2011-2013

Substitute School Nurse

Administered first aid, medications, and provided medical advice to children in grades K-8.

Collaborated with children's families regarding plans of care.

Adapted to the school's policies and procedures as a substitute employee.

North Shore Medical Center, Salem, MA Oct 2011-April 2013

Registered Nurse, Special Care Nursery

Provided nursing care for up to 4 newborns at once in a Level 2b Special Care Nursery.

Patient population included premature infants and newborns with respiratory and congenital problems.

Monitored vital signs, performed physical assessments, administered medications, inserted PIVS, performed intravenous blood draws, reported clinical changes to physicians, aided in medical procedures, and documented patients' status.

Collaborated with a variety of medical professionals, including physicians, social workers, dietitians, pharmacists, and physical and occupational therapists to provide optimal care plans for patients.

Educated patients' families on medical diagnosis, child development, and home care.

Attended high-risk deliveries to provide care to newborns.

Floated to postpartum unit and normal newborn nursery to provide care to mothers and babies.

Children's Memorial Hospital, Chicago, IL Sept 1999- Nov 2009

(now, Ann & Robert H. Lurie Children's Hospital)

Registered Nurse, Neonatal Intensive Care Unit

Provided nursing care, as described in role above, for up to 3 critically ill newborns at a time on a 28-bed, Level 3 Neonatal Intensive Care Unit. Patient population included low birth weight premature babies and newborns with congenital cardiac, respiratory, surgical, and genetic problems.

Worked extensively with tracheostomies, ventilators, CPAP, gastric tubes, and ostomies.

Developed and executed care plans.

Helped coordinate home care for medically complex patients.

Functioned as a charge nurse; overseeing the unit, managing up to 22 nurses, and coordinating admissions and discharges of patients.

Oriented new nurses by training and educating them on hospital regulations and patient care.

Co-chaired the NICU newborn Developmental Committee, a group designed to improve patient care by focusing on the individual developmental status of each patient.

Assisted Dr. James Collins MD, MPH with his research study of how factors such as race and socioeconomic status of mothers affect the outcomes of their premature babies.

American Mobile Healthcare, Boston, MA March 2003- June 2003

Registered Nurse Traveler, Neonatal Intensive Care Unit, Children's Hospital

Cared for up to 3 critically ill newborns at a time in a 24-bed Neonatal Intensive Care Unit.
Adapted quickly to new hospital policies, procedures, and staff.

Education

University of Michigan, Ann Arbor, MI

Bachelor of Science in Nursing, Conferred May 1999

Licensure

Massachusetts Registered Nurse License [REDACTED] Exp: 12/2024
CPR certified

Licensee Information

Close Window

License Information

License Number:		License Type:	Registered Nurse
Profession:	NURSING	Date of Last Renewal:	12/16/2022
Issue Date:	2/27/2003	Expiration Date:	12/26/2024
License Status:	Current	Today's Date:	5/22/2023

Address Information

City:	Marblehead
State:	MA
Zipcode:	01945
Country:	United States

Education Information

School Name:	U Of Michigan - Ann M
Degree Certificate:	Bachelor of Science

Prerequisite Information

No Prerequisite Information

Disciplinary Information

Important: Disciplinary actions taken against a license will NOT display on any other license or associated permit or authorization. You must look up every license, permit, or authorization held by a licensee to see all disciplinary actions.

Case #	Date Closed	Discipline	Discipline Start	Discipline End
Currently there is no disciplinary information regarding this license.				

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Marblehead High School



*Daniel Bauer
Principal*

*2 Humphrey Street
Marblehead, Massachusetts 01945-2290
(781) 639-3100
(781) 639-3105 fax*

*Lindsay Donaldson
Assistant Principal*

*Michele Carlson
Assistant Principal*

Memo: MHS Surplus Items
Subject: Surplus Items – Science Department
Date: 5/18/23
From: Dan Bauer

Type: Science Glassware for labs we no longer do, for instance, distillation or Organic Chemistry labs, and lots of random glassware we do not use.

Examples: glassware like cylinders, boiling flasks, glass battery jars, condensation tubes, and complicated Organic Chemistry-based glassware

Reason for Surplus: MHS no longer does the labs as stated above and some glassware is from the Old High School and is not used anymore if ever.

MHS also does more micro labs to use less so less to dispose of at the end of labs.

Salem State will take all glassware and will use or repurpose/recycle it. Thus, it will not go into landfill or sit on shelves at MHS.

Thank you!

Marblehead High School



*Daniel Bauer
Principal*

*Lindsay Donaldson
Assistant Principal*

*2 Humphrey Street
Marblehead, Massachusetts 01945-2290
(781) 639-3100
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*Michele Carlson
Assistant Principal*

Memo: Overnight Fieldtrip Requests for 2023-24
Subject: Request for SC permission for overnight field trips – Spanish & French programs
Date: 5/18/23
From: Dan Bauer

We are requesting permission for an overnight fieldtrips for Spanish program and the French program. Below is more information for each request.

School Committee Request for Travel to Quebec February 2-5, 2024

Requested by Mary Francois, MHS French Teacher

This is a 4-day trip to Québec during the Carnaval celebration. Not only will students be able to immerse in the French language, the unique Québécois culture but also experience an important traditional celebration that we study in our French curriculum. This experience also gives students studying French at MHS an opportunity to travel, which is a shorter and less expensive option than a week in France.

Where: Québec, Canada

When: The 2024 Carnaval will take place February 2 - 11, the trip would be a Friday to Monday (missing school on Friday and Monday)

Who: Any French students, open first to seniors and juniors and depending on numbers open to lower grades with a maximum of about 30 students. Mary Francois and Andrea West currently as chaperones.

Funding: Depending on the number of participants the price will range from \$1300 - \$1700. Chaperones will support any fundraising that students would like to participate in. Included in the price:

- Coach bus transportation from MHS to Quebec
- 3 nights at a hotel in a shared room
- FORUM tour manager
- All breakfasts and dinners, 1 lunch
- All activities
- 1 chaperone per 6 students

Accommodations: 4-star hotel in Québec

General itinerary: Our activities will include cultural experiences in Quebec as well as experiencing the Carnaval.

- Walking tour of Old Québec
- Ice Skating
- Traditional sugar shack
- Dog sledding
- Iconic Hôtel de Glace
- Main venue for Carnaval with slides, ice sculptures and more
- Carnaval night parade
- Montmorency waterfalls
- Bread making lesson
- St Lawrence ferry trip
- Ghost tour
- Iconic Glissades de la Promenade

Insurance: Mandated for participants is the CFAR insurance that allows parents to cancel a trip for ANY reason up to 48h before the trip and receive 75% of the cancellation fees.

MHS Spanish Trip - February 16 – Sunday February 25, 2024

Requested by Candice Sliney, MHS Spanish Teacher

This will be a 10-day trip to Spain during February vacation. Students will be immersed in the Spanish language and visit some of Spain's most important cultural and historical sites.

Where: Spain

When: Departing Friday night, February 16, 2024-Sunday, February 25 return

Who: Any MHS students enrolled in MHS Spanish, open to seniors and juniors and depending on numbers open to lower grades with a maximum of about 30 students.

Chaperones: Candice Sliney, trip leader, Laura Álvarez, Monika Pasquini and Elmer Magaña

Funding: Depending on number of participants, the price will range from \$4,304 (-\$50.00 discount for autopayment plan) ---which includes basic insurance plan or you may purchase premium insurance for an additional amount between \$350-\$500. The current price is valid for enrollment with deposit by July 1

Chaperones will support any fundraising that students would like to participate in. Full payment deadline is November 1, 2023.

Includes:

- Additional 24-hour ACIS tour manager in Spain who accompanies the group for the entire visit and All transportation
- 9 nights in hotel in a shared room

- All breakfasts and dinners
- All activities including visits to Reina Soa Museum and Prado Museum
- 1 chaperone per 7 students

Accommodations: 3-4 star hotels

Premium Insurance: Supplemental Premium Insurance

General itinerary: Our activities will include many cultural experiences but here are the highlights:

- Madrid tour
- Reina Soa Museum
- Prado Museum
- Toledo tour-Gothic Cathedral, Synagogue, Church of Santo Tomé
- Cordoba tour: Mosque tour
- Seville tour, Seville by bike, Seville Cathedral and Giralda Tower Paella Dinner
- Granada Tour: Alhambra and Generalife Gardens
- Flamenco lesson, dinner and show
- beach

Insurance: Mandated for participants is the CFAR insurance that allows parents to cancel a trip for ANY reason up to 48h before the trip and receive 75% of the cancellation fees.

Carnaval de Québec 2024

This is a 4 day trip to Québec during the Carnaval celebration. Not only will students be able to immerse in the French language, the unique Québécois culture but also experience an important traditional celebration that we study in our French curriculum. This experience also gives students studying French at MHS an opportunity to travel, which is a shorter and less expensive option than a week in France.

- Where : Québec, Canada
- When : The 2024 carnaval will take place February 2 - 11, the trip would be a Friday to Monday (missing school on Friday and Monday)
- Who : Any French students, open first to seniors and juniors and depending on numbers open to lower grades with a maximum of about 30 students. Mary Francois and Andrea West currently as chaperones.
- Funding : Depending on number of participants the price will range from \$1300 - \$1700. Chaperones will support any fundraising that students would like to participate in. Included in the price :
 - Coach bus transportation from MHS to Quebec
 - 3 nights at a hotel in a shared room
 - FORUM tour manager
 - All breakfasts and dinners, 1 lunch
 - All activities
 - 1 chaperone per 6 students
- Accommodations : 4 star hotel in Québec
- General itinerary : Our activities will include cultural experiences in Quebec as well as experiencing the carnaval.
 - Walking tour of Old Québec
 - Ice Skating
 - Traditional sugar shack
 - Dog sledding
 - Iconic Hôtel de Glace
 - Main venue for carnaval with slides, ice sculptures and more
 - Carnaval night parade
 - Montmorency waterfalls
 - Bread making lesson
 - St Lawrence ferry trip
 - Ghost tour
 - Iconic Glissades de la Promenade
- Insurance : Mandated for participants is the CFAR insurance that allows parents to cancel a trip for ANY reason up to 48h before the trip and receive 75% of the cancellation fees.



Québec, la Belle Province

Feb 2024 | 4 days

Bienvenue a La Belle Province, where a treasure trove of history and culture await you. Here, the French-Canadian cultural identity is alive and well thanks to the spirited Québécois who continue to promote the French language and preserve their unique way of life.



WHY SEND YOUR STUDENTS ON A FORUM LANGUAGE EXPERIENCE?

you will benefit from...

Expertise of more than 30 years in the field,
More value for your investment in education,

while students benefit from...

Private tailor-made educational tours,
Opportunities to engage with locals,
Wisdom and a greater interest in learning,
Enhancement on college applications,
Respect and understanding of other cultures

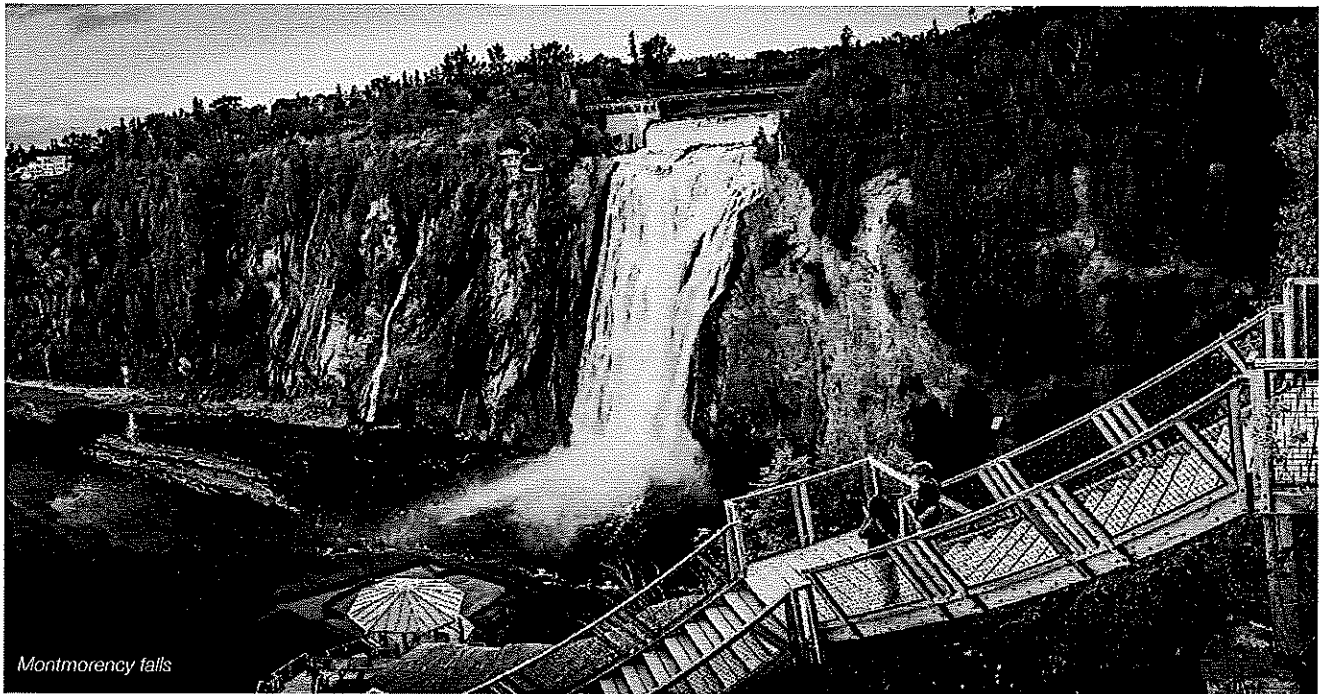


Day 1 - USA / QUEBEC- FRIDAY

- ❑ Depart from Marblehead High School to La Belle Province by **private bus**.
- ❑ Welcome to La Belle Province! Your **Forum Tour Manager** will greet you upon arrival and remain with you for the duration of your trip.
- ❑ Go on a **guided walking tour** of Old Québec, a UNESCO World Heritage site. Stroll along the picturesque 'Rue Saint-Louis' and admire the town's fortifications.
- ❑ Discover the history of the iconic hotel **Fairmont Le Château Frontenac** on a **guided tour**.
- ❑ Enjoy the ambiance of Old Québec as you **ice skate** in the heart of the action at **Place D'Youville**, near Porte Saint-Jean and Le Capitole de Québec.
- ❑ Tour a traditional **Cabane à sucre (sugar shack)** and enjoy an authentic lumberjack meal followed by a session in traditional song and dance led by a local musician.
- ❑ Night accommodation in Québec City.

Day 2 - QUÉBEC CITY SATURDAY

- ❑ Have breakfast at your hotel.
- ❑ Participate in an architectural and historical **photo rally** in Old Québec! Follow the clues with your team and ask locals to help you find the answers (winning team gets a prize).
- ❑ Embark on a **dog sledding** adventure beginning with a visit to meet the gentle huskies and an introduction to basic dog sledding techniques. Then ride through wooded trails and between turns, practice walking on snow, with the help of snowshoes of course!
- ❑ Then, visit the **Hôtel de Glace**, the only hotel in North America made entirely out of snow and ice and completely rebuilt every year!
- ❑ Explore the charming **Quartier Petit Champlain**, the oldest shopping district in North America.



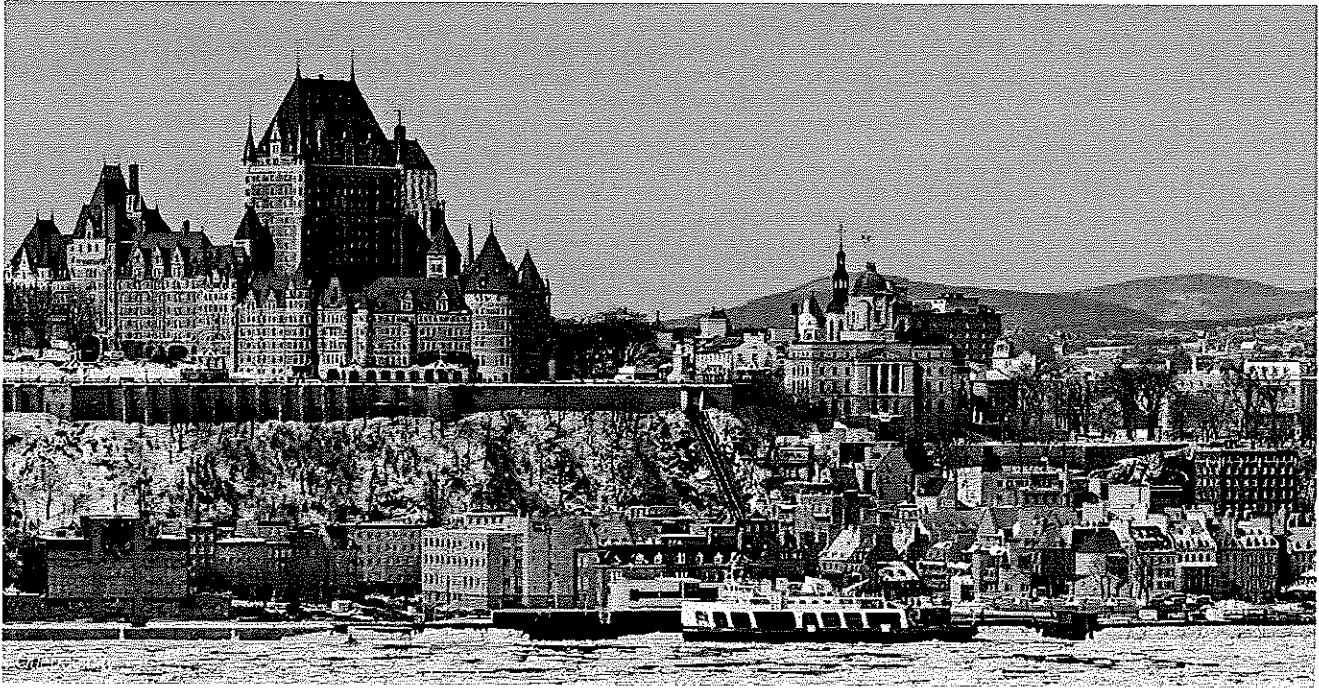
- ❑ Enjoy the atmosphere of the **Winter Carnival** while walking through the Place des Jardins, the main venue for festivities. From ice sculpture competitions to snow slides, ice skating, and dog sled races, there's no shortage of fun things to do during this festive time of year.
- ❑ Dinner at a local restaurant.
- ❑ This evening, attend the Carnival's **night parade**.
- ❑ Night accommodation in Québec City.

Day 3 - QUÉBEC CITY | CÔTE DE BEAUPRÉ- SUNDAY

- ❑ Have breakfast at your hotel.
- ❑ Head to **Parc de la Chute-Montmorency**, which boasts waterfalls 100 ft higher than Niagara Falls. Climb the 387 steps for some astonishing views.
- ❑ Stop at **Chez Marie Bakery** where you'll learn how bread is made and sample some delicious homemade maple butter.
- ❑ Continue to **Ste-Anne-de-Beaupré** to visit its superb Catholic **basilica** set along the St-Lawrence River and considered one of the five national shrines of Canada.
- ❑ Enjoy a relaxing **Ferry Trip** across the majestic St. Lawrence river and enjoy a sailor's view of the Château Frontenac.
- ❑ Dinner at a local restaurant.
- ❑ Tonight, the cobblestone streets and historic buildings of Old Québec set the stage for your lantern-lit **guided ghost tour** during which you will hear about the 400 years of murders, executions, mysteries, and ghost sightings in the city.
- ❑ Night accommodation in Québec City.

Day 4 - QUÉBEC-CITY | USA MONDAY

- ❑ Have breakfast at your hotel.
- ❑ Slide down the famous **Glissades de la Promenade**, located on Dufferin terrace right outside the Château Frontenac, and enjoy a cup of **hot chocolate** to warm up!



- ❑ Have lunch at a local restaurant.
- ❑ Say a fond *au "revoir"* to your Forum Tour Manager and board **your private bus** back home.

Program cost per person*

26+ participants	\$1295
22 - 25 participants	\$1382
18 - 21 participants	\$1510
14 - 17 participants	\$1703

Trip Program includes:

- ✓ 3 night(s) multiple occupancy (3/4 students per room with private bath) in quality four-star hotels – sharing double beds
- ✓ Meals at hotel and local restaurants - Breakfast: 3 / Lunch: 1 / Dinner: 3 (includes one beverage and a vegetarian option).
- ✓ Cultural & leisure activities as per itinerary
- ✓ Service of a bilingual Forum Tour Manager while on tour
- ✓ Ground transportation while in Canada
- ✓ Round-trip bus transportation from USA to Canada
- ✓ 1 free traveler for every 6 full paying participants - based on twin occupancy at the hotel.

Trip Program does not include:

- ✗ Hotel Rooming Supplements:
 - Twin Room guarantee \$50/traveler/night
 - Single Room guarantee \$100/traveler/night
- ✗ Meals not indicated in your itinerary
- ✗ Tips at your discretion – these are standard guidelines:
 - Forum Tour Manager: 3CAD/traveler/day
 - Bus Drivers: 2CAD/traveler/day
 - For all other services (restaurant staff, local guides, etc), we recommend setting aside an additional 2-5CAD/traveler/day to tip based on the service received.
- ✗ Adult Activity Supplement: \$12/traveler/day

Date of quote: Mar 21, 2023 | Your Forum Tour Consultant: Nadia Comerford

* All services listed on the proposal are subject to availability. In the event of not being able to book a desired service or supplier, it will be replaced by a similar item of equal standard and value.

* Forum is pleased to provide the "Student Protection Plan" from Travel Insured International for all participants. You may add the optional **Cancel For Any Reason (CFAR) upgrade**, which allows you to recover 75% of your cancellation fees, provided that the additional cost is paid with or before your final payment for the trip and cancellation occurs 48 hours or more prior to departure. The base cost for this upgrade is \$40.50. *CFAR is not available to residents of NY state*

Forum Language Experience, Forum by Prométour and Forum are all used interchangeably.

Forum Language Experience is a member company of Prométour Inc.

California Seller of Travel License number: 2061627-40

Student Protection Plan

Note: For residents of MA

Worldwide Non-Insurance Assistance Services

The Travel Assistance feature provides a variety of travel related services. Services offered include:

- Medical Evacuation • Medically Necessary Repatriation
- Repatriation of Remains • Medical or Legal Referral
- Inoculation Information • Hospital Admission Guarantee
- Translation Service • Lost Baggage Retrieval
- Passport/Visa Information • Emergency Cash Advance
- Bail Bond • Prescription Drug/Eyeglass Replacement
- ID Theft Resolution Service • Concierge Service • Business Concierge • Non-Medical Emergency Evacuation

Payment reimbursement to the Assistance Company is Your responsibility.

24/7 Worldwide Non-Insurance Assistance Services Travel Assistance, Medical Emergency, Concierge Service, Business Concierge, Non-Medical Emergency Evacuation Service, and ID Theft Resolution Service

FOR EMERGENCY ASSISTANCE DURING YOUR TRIP

CALL:

888-268-2824

OR CALL COLLECT:

603-328-1725

(From all other locations)

Travel assistance services are provided by an independent organization and not by United States Fire Insurance Company or Travel Insured International. There may be times when circumstances beyond the Assistance Company's control hinder their endeavors to provide travel assistance services. They will, however, make all reasonable efforts to provide travel assistance services and help You resolve Your emergency situation.

Administered by



**TRAVEL INSURED
INTERNATIONAL**

A CRUM & FORSTER COMPANY

Quality Protection Worldwide

For questions or to report a claim, contact:

Travel Insured International, Inc.

855 Winding Brook Drive

Glastonbury, CT 06033

1-844-440-8113

AVAILABILITY OF SERVICES

You are eligible for information and concierge services at any time after You purchase this plan. The Emergency Assistance Services become available when You actually start Your Covered Trip. Emergency Assistance, Concierge and Informational Services end the earliest of: midnight on the day the program expires; when You reach Your return destination; or when You complete Your Covered Trip. The Identity Theft Resolution Services become available on Your scheduled departure date for Your Covered Trip. Services are provided only for an Identity Theft event which occurs while on Your Covered Trip. Identity Theft Resolution does not guarantee that its intervention on behalf of You will result in a particular outcome or that its efforts on behalf of You will lead to a result satisfactory to You. Identity Theft Resolution does not include and shall not assist You for thefts involving non-US bank accounts.

IDENTITY THEFT RESOLUTION SERVICES

In the event of an Identify Theft event while on Your Covered Trip, Travel Insured's designated provider will provide you with the support and tools needed for You to restore Your identity to pre-event status. Assistance includes contacting Your creditors to notify them of the event and to request replacement cards; connecting you with a friend or family member at home and providing them with the assistance to set up a transfer or wire of funds; information on how to contact the three major credit bureaus; guidance on how to obtain a police report; and providing You with a guide on how to restore Your credit.

CONCIERGE SERVICES

Concierge Services are provided by Travel Insured's designated provider. There is no charge for the services provided by the provider. You are responsible for the cost of services provided and charged for by third parties and for the actual cost of merchandise, entertainment, sports, tickets, food and beverages and other disbursement items. Services offered include: • Destination Profiles • Epicurean Needs • Event Ticketing • Floral Services • Tee Time Reservations • Hotel Accommodations • Meet-And-Greet Services • Shopping Assistance Services • Pre-Trip Assistance • Procurement of Hard-To-Find Items • Restaurant Referrals and Reservations • Rental Car Reservations • Airline Reservations

NON-MEDICAL EMERGENCY EVACUATION

If you require **Non-Medical Emergency Evacuation**, the Assistance Service will arrange and pay for evacuation from a safe departure point to the nearest safe location. You must contact the Assistance Service as soon as possible after Your Host Country issues the official disaster declaration, as delays may make safe transportation impossible. The method of transportation will be as deemed most appropriate to ensure Your safety. If evacuation becomes impractical due to hostile or dangerous conditions, the Assistance Service will maintain contact with and advise You until evacuation becomes viable or the natural disaster situation or the political or social upheaval has been resolved. Benefit is subject to the terms and conditions of the plan and as determined by the Assistance Service's security personnel, in accordance with local and U.S. authorities. Services rendered without the Assistance Service's coordination and approvals are not covered. No claims for reimbursement will be accepted. If You are able to leave the Your host country by normal means, the Assistance Service will assist you in rebooking flights or other transportation. Expenses for non-emergency transportation are Your responsibility.

BUSINESS CONCIERGE SERVICES

Concierge Services are provided by Travel Insured's designated provider. There is no charge for the services provided by the provider. You are responsible for the cost of services provided and charged for by third parties. Services offered include: • Emergency Correspondence And Business Communication Assistance • Assistance With Locating Available Business Services Such As:

Express/Overnight Delivery Sites, Internet Cafes, Print/Copy Services • Assistance With Or Arrangements For Telephone And Web Conferencing • Emergency Messaging To Customers, Associates, And Others (Phone, Fax, E-mail, Text, etc.) • Real Time Weather, Travel Delay And Flight Status Information • Worldwide Business Directory Service For Equipment Repair/Replacement, Warranty Service, etc. • Emergency Travel Arrangements

Claims Procedures

To facilitate prompt claims settlement:

TRIP CANCELLATION/TRIP INTERRUPTION:

IMMEDIATELY Call Your Travel Supplier and Travel Insured International to report Your cancellation and avoid non-Covered Expenses due to late reporting. Travel Insured International will then advise You on how to obtain the appropriate form to be completed by You and the attending Physician. If You are prevented from taking Your trip due to Sickness or Injury, You should obtain medical care immediately. We require a certification by the treating Physician at the time of Sickness or Injury that medically imposed restrictions prevented Your participation in the Trip. Provide all unused transportation tickets, official receipts, etc.

TRIP DELAY: Obtain any specific dated documentation, which provides proof of the reason for delay (airline or Cruise line forms, medical statements, etc). Submit this documentation along with Your Trip itinerary and all receipts from additional expenses incurred.

MEDICAL EXPENSES: Obtain receipts from the providers of service, etc., stating the amount paid and listing the diagnosis and treatment.

BAGGAGE: Obtain a statement from the Common Carrier that Your Baggage was delayed or a police report showing Your Baggage was stolen along with copies of receipts for Your purchases.

T-19129MA

8.15.2017

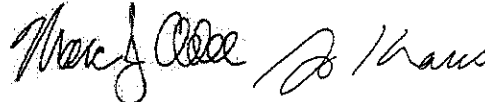
United States Fire Insurance Company
 Administrative Office: 5 Christopher Way,
 Eatontown, NJ 07724
 (Hereinafter referred to as "the Company")

TRAVEL PROTECTION INSURANCE

Certificate of Insurance

This Certificate Plan of Insurance describes the insurance benefits underwritten by United States Fire Insurance Company, herein referred to as the Company and also referred to as We, Us and Our. Please refer to the accompanying Schedule of Benefits, which provides the Insured, also referred to as You or Your, with specific information about the program You purchased. You should contact the Company immediately if You believe that the Schedule of Benefits is incorrect.

Signed for **United States Fire Insurance Company** By:



Marc J. Adee
 Chairman and CEO

James Kraus
 Secretary

Insurance provided by this Certificate is subject to all of the terms and conditions of the Group Policy. If there is a conflict between the Policy and this Certificate, the Policy will govern.

If You are not satisfied for any reason, You may return Your Certificate to the Company within 14 days after receipt. Your premium will be refunded, provided You have not already departed on the Trip or filed a claim. When so returned, the coverage under the Certificate is void from the beginning.

Renewal: Coverage under this Certificate is not renewable.

This Policy may include some health benefits that are not offered on a stand-alone basis and are incidental to other coverages. This Policy is not a major medical or comprehensive major medical healthcare. Health benefit protection are limited to travelers lasting 6 months or less.

SHORT TERM COVERAGE

NON-RENEWABLE

TABLE OF CONTENTS

SCHEDULE OF BENEFITS

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- SECTION III. INSURING PROVISIONS
- SECTION IV. GENERAL EXCLUSIONS
- SECTION V. GENERAL PROVISIONS
- SECTION VI. STATE ENDORSEMENTS

SCHEDULE OF BENEFITS

Benefit Per Trip Maximum Benefit Amount

Travel Arrangement Protection

Trip Cancellation**	Trip Cost*
Trip Interruption**	150% of Trip Cost*
Missed Connection (3 hours)	\$500
Travel Delay (6 hours)	\$750 (\$150/day)

*Up to the trip cost protected, up to the maximum of \$10,000

**For a \$0 Trip Cost, there is no Trip Cancellation and Trip Interruption is limited to \$500 Return Air only

Baggage and Personal Effects	\$1,500
Per Article Limit	\$300
Combined Articles Limit	\$500
Baggage Delay (24 hours)	\$300
Non-Medical Emergency Evacuation	\$150,000

Medical Protection

Accident & Sickness Medical Expense	\$25,000
Emergency Medical Evacuation	\$100,000
Medically Necessary Repatriation/Repatriation of Remains	

Optional Coverage

Applicable only when specifically requested on the application and the appropriate additional premium has been paid and purchase confirmed on Your Confirmation of Benefits.

Cancel For Any Reason Up To 75% of Non-Refundable Trip Cost***

***The lesser of 75% of the amount prepaid for the Trip or up to the maximum of \$10,000

SECTION I COVERAGES

TRIP CANCELLATION

Benefits will be paid, up to the Maximum Benefit Amount shown in the Schedule of Benefits, to reimburse You for the amount of the Published Penalties and unused non-refundable Prepaid Payments or Deposits You paid for Travel Arrangements when You are prevented from taking Your Trip due to:

1. Your or a Family Member's or a Traveling Companion's or a Business Partner's death, which occurs before departure on Your Trip;
2. Your or a Family Member's or a Traveling Companion's or a Business Partner's or a Child Caregiver's covered Sickness or Injury, which: a) occurs before departure on Your Trip, b) requires Medical Treatment at the time of cancellation resulting in medically imposed restrictions, as certified by a Legally Qualified Physician, and c) and prevents Your participation in the Trip;
3. For the **Other Covered Reasons** listed below; provided such circumstances occur while coverage is in effect.

"Other Covered Reasons" means:

- a. You or Your Traveling Companion being hijacked, quarantined, required to serve on a jury (notice of jury duty must be received after Your Effective Date), served with a court order to appear as a witness in a legal action in which You or Your Traveling Companion is not a party (except law enforcement officers);
- b. Your or Your Traveling Companion's primary place of residence or destination being rendered uninhabitable by fire, flood, burglary or other Natural Disaster. The Company will only pay benefits for Losses occurring within 30 calendar days after the Natural Disaster makes your destination accommodations uninhabitable. Your destination is uninhabitable if: (i) the building structure itself is unstable and there is a risk of collapse in whole or in part; (ii) there is exterior or structural damage allowing elemental intrusion, such as rain, wind, hail, or flood; (iii) immediate safety hazards have yet to be cleared such as debris on roofs or downed electrical lines; or (iv) the rental property is without electricity or water. Benefits are not payable if a storm, snow storm, blizzard or hurricane is named on or before the Effective Date of Your Trip Cancellation coverage;
- c. a documented theft of passports or visas;

- d. You or Your Traveling Companion being directly involved in a traffic accident, substantiated by a police report, while en route to Your scheduled point of departure;
- e. unannounced Strike that causes complete cessation of services for at least 18 consecutive hours of the Common Carrier on which You are scheduled to travel;
- f. Inclement Weather that causes complete cessation of services for at least 18 consecutive hours of the Common Carrier on which You are scheduled to travel;
- g. a Terrorist Incident that occurs within 30 days of Your Scheduled Departure Date in a city listed on the itinerary of Your Trip. This same city must not have experienced a Terrorist Incident within the 90 days prior to the Terrorist Incident that is causing Your cancellation of Your Trip. Benefits are not provided if the Travel Supplier offers a substitute itinerary;
- h. Bankruptcy or Default of an airline, or cruise line, tour operator or other travel provider (other than the Travel Supplier, tour operator or travel agency, organization or firm from whom You purchased Your Travel Arrangements) causing a complete cessation of travel services more than 14 days following Your Effective Date. Benefits will be paid due to Bankruptcy or Default of an airline only if no alternate transportation is available. If alternate transportation is available, benefits will be limited to the change fee charged to allow You to transfer to another airline in order to get to Your intended destination. This benefit only applies if the Certificate has been purchased within 14 days of the date Your initial deposit/payment for Your Trip is received; and You insure the full cost of Your Trip subject to penalties or restrictions;
- i. Your family or friends living abroad with whom You are planning to stay are unable to provide accommodations due to life threatening illness, life threatening injury or death of one of them;
- j. felonious assault of You or Your Traveling Companion within 10 days of the Scheduled Departure Date;

All cancellations must be reported to the Travel Supplier within 72 hours of the event causing the need to cancel. If the event delays the reporting of the cancellation beyond the 72 hours, the event should be reported as soon as possible. Increased amounts of Published Penalties and unused non-refundable Prepaid Payments or Deposits that result from all other delays of reporting beyond 72 hours are not covered.

If Your Travel Supplier cancels Your Trip, a benefit will be paid for the reissue fee charged by the airline for the tickets.

The maximum payable under this Trip Cancellation Benefit is the lesser of the total amount of coverage You purchased or the Maximum Benefit Amount shown in the Schedule of Benefits.

Single Supplement

Benefits will be paid, up to the Maximum Benefit Amount, for the additional cost incurred as a result of a change in the per person occupancy rate for Prepaid Travel Arrangements if a Traveling Companion's or Family Member's Trip is canceled for a covered reason and You do not cancel Your Trip.

These benefits will not duplicate any other benefits payable under the Certificate or any coverage(s) attached to the Certificate.

TRIP INTERRUPTION

Benefits will be paid, up to the lesser of a) the Maximum Benefit Amount shown in the Schedule of Benefits; or b) 150% of the total amount of coverage You purchased, to reimburse You for the Prepaid Payments or Deposits for unused non-refundable land or water Travel Arrangements plus the Additional Transportation Cost paid:

- a) to join Your Trip if You must depart after Your Scheduled Departure Date or travel via alternate travel arrangements by the most direct route possible to reach Your Trip destination; or
- b) to rejoin Your Trip or transport You to Your originally scheduled return destination, if You must interrupt Your Trip after departure.

Trip Interruption must be due to:

1. Your or a Family Member's or a Traveling Companion's or a Business Partner's death, which occurs while You are on Your Trip;
2. Your or a Family Member's or a Traveling Companion's or a Business Partner's covered Sickness or Injury which: a) occurs while You are on Your Trip, b) requires Medical Treatment at the time of interruption resulting in medically imposed restrictions, as certified by a Legally Qualified Physician, and c) prevents Your continued participation on Your Trip;
3. For the **Other Covered Reasons** listed below; provided such circumstances occur while coverage is in effect.

"Other Covered Reasons" means:

- a. You or Your Traveling Companion being hijacked, quarantined, required to serve on a jury (notice of jury duty must be received after Your Effective Date) served with a court order to appear as a witness in a legal action in which

- You or Your Traveling Companion is not a party (except law enforcement officers);
- b. Your or Your Traveling Companion's primary place of residence or destination being rendered uninhabitable by fire, flood, burglary or other Natural Disaster; The Company will only pay benefits for Losses occurring within 30 calendar days after the Natural Disaster makes Your destination accommodations uninhabitable. Your destination is uninhabitable if: (i) the building structure itself is unstable and there is a risk of collapse in whole or in part; (ii) there is exterior or structural damage allowing elemental intrusion, such as rain, wind, hail, or flood; (iii) immediate safety hazards have yet to be cleared such as debris on roofs or downed electrical lines; or (iv) the rental property is without electricity or water. Benefits are not payable if a storm, snow storm, blizzard or hurricane is named on or before the Effective Date of Your Trip Cancellation coverage
 - c. a documented theft of passports or visas;
 - d. You or Your Traveling Companion being directly involved in a traffic accident, substantiated by a police report, while en route to Your scheduled point of departure;
 - e. unannounced Strike that causes complete cessation of services for at least 18 consecutive hours of the Common Carrier on which You are scheduled to travel;
 - f. Inclement Weather that causes complete cessation of services for at least 18 consecutive hours of the Common Carrier on which You are scheduled to travel;
 - g. a Terrorist Incident that occurs within 30 days of Your Scheduled Departure Date in a city listed on the itinerary of Your Trip. This same city must not have experienced a Terrorist Incident within the 90 days prior to the Terrorist Incident that is causing Your interruption of the Trip. Benefits are not provided if the Travel Supplier offers a substitute itinerary;
 - h. Bankruptcy or Default of an airline, or cruise line, tour operator or other travel provider (other than the Travel Supplier, tour operator or travel agency, organization or firm from whom You purchased Your Travel Arrangements) causing a complete cessation of travel services more than 14 days following Your Effective Date. Benefits will be paid due to Bankruptcy or Default of an airline only if no alternate transportation is available. If alternate transportation is available, benefits will be limited to the change fee charged to allow You to transfer to another airline in order to get to Your intended destination. This benefit only applies if the Certificate has been purchased within 14 days of the date Your initial deposit/payment for the Trip is received;

- i. Your family or friends living abroad with whom You are planning to stay are unable to provide accommodations due to life threatening illness, life threatening injury or death of one of them;
- j. felonious assault of You or Your Traveling Companion traveling with You within 10 days of the Scheduled Departure Date;

Additional Trip Interruption Benefits:

If Your Traveling Companion must remain hospitalized, benefits will also be paid for reasonable accommodation, telephone call and local transportation expenses incurred by You to remain with Your Traveling Companion up to \$200 per day, limited to 10 days.

The maximum payable under this Trip Interruption Benefit is the lesser of 150% of the total amount of coverage You purchased or 150% of the Maximum Benefit Amount shown in the Confirmation of Benefits.

Single Supplement

Benefits will be paid, up to the Maximum Benefit Amount, for the additional cost incurred as a result of a change in the per person occupancy rate for Prepaid Travel Arrangements if a Traveling Companion's or Family Member's Trip is interrupted for a Covered Reason and You do not interrupt Your Trip.

These benefits will not duplicate any other benefits payable under the Certificate or any coverage(s) attached to the Certificate.

MISSED CONNECTION

If You miss Your cruise or tour departure because Your arrival at Your Trip destination is delayed for 3 or more hours, due to:

- a) any delay of a Common Carrier (the delay must be certified by the Common Carrier);
- b) documented weather condition preventing You from getting to the point of departure;
- c) quarantine, hijacking, Strike, Natural Disaster, terrorism or riot.

We will reimburse You, up to the Maximum Benefit Amount shown in the Schedule of Benefits, for:

- a) Your Additional Transportation Cost to join Your Trip; and
- b) Your Prepaid expenses for the unused land or water Travel Arrangements; and
- c) reasonable accommodation, telephone and meal

expenses necessarily incurred by You for which You have proof of purchase and which were not paid for or provided by any other source.

These benefits will not duplicate any other benefits payable under the Certificate or any coverage(s) attached to the Certificate.

TRAVEL DELAY

Benefits will be paid up to \$150 per day for: 1) the non-refundable, unused portion of the Prepaid expenses for Your Trip as long as the expenses are supported by proof of purchase and are not reimbursable by any other source; and 2) reasonable accommodation, meal, telephone call and local transportation expenses incurred by You, up to the Maximum Benefit Amount shown in the Schedule of Benefits, if You are delayed for 6 hours or more while en route to or from, or during Your Trip, due to:

- a) any delay of a Common Carrier (the delay must be certified by the Common Carrier);
- b) a traffic accident in which You or Your Traveling Companion are not directly involved (must be substantiated by a police report);
- c) lost or stolen passports, travel documents or money (must be substantiated by a police report);
- d) quarantine, hijacking, Strike, Natural Disaster, terrorism or riot;
- e) a documented weather condition preventing You from getting to the point of departure.

These benefits will not duplicate any other benefits payable under the Certificate or any coverage(s) attached to the Certificate.

BAGGAGE AND PERSONAL EFFECTS

Benefits will be provided to You, up to the Maximum Benefit Amount shown in the Schedule of Benefits: (a) against all risks of permanent loss, theft or damage to Your Baggage and Personal Effects; (b) subject to all General Exclusions and the Additional Limitations and Exclusions Specific to Baggage and Personal Effects in the Certificate; and (c) occurring while coverage is in effect. For the purposes of this benefit: "Baggage and Personal Effects" means goods being used by You during Your Trip.

Valuation and Payment of Loss: The lesser of the following amounts will be paid:

- 1) the Actual Cash Value at the time of loss, theft or damage, except as provided below;
- 2) the cost to repair or replace the article with material of a

- like kind and quality; or
3) \$300 per article.

A combined maximum of \$500 will be paid for jewelry; precious or semi-precious stones; watches; articles consisting in whole or in part of silver, gold or platinum; furs or articles trimmed with fur; cameras and their accessories and related equipment. A maximum of \$100 will be paid for the cost of replacing a passport or visa.

A maximum of \$100 will be paid for the cost associated with the unauthorized use or replacement of lost or stolen credit cards, subject to verification that You have complied with all conditions of the credit card company.

Baggage and Personal Effects does not include:

- 1) animals;
- 2) automobiles and automobile equipment;
- 3) boats or other vehicles or conveyances;
- 4) trailers;
- 5) motors;
- 6) aircraft;
- 7) bicycles, except when checked as baggage with a Common Carrier;
- 8) household effects and furnishings;
- 9) antiques and collectors items;
- 10) sunglasses, contact lenses, artificial teeth, dentures, dental bridges, retainers, or other orthodontic devices or hearing aids;
- 11) artificial limbs or other prosthetic devices;
- 12) prescribed medications;
- 13) keys, money, stamps and credit cards (except as otherwise specifically covered herein);
- 14) securities, stamps, tickets and documents (except as coverage is otherwise specifically provided herein);
- 17) telephones or PDA devices, computer hardware or software;

Baggage Delay: If, while on a Trip, Your checked baggage is delayed or misdirected by a Common Carrier for more than 24 hours from Your time of arrival at a destination other than Your return destination, benefits will be paid, up to the Maximum Benefit Amount shown in the Schedule of Benefits, for the actual expenditure for necessary personal effects. You must be a ticketed passenger on a Common Carrier. The Common Carrier must certify the delay or misdirection. Receipts for the purchases must accompany any claim.

Additional Limitations and Exclusions Specific to Baggage and Personal Effects:

Benefits are not payable for any loss caused by or resulting from:

- a) breakage of brittle or fragile articles;
- b) wear and tear or gradual deterioration;
- c) confiscation or appropriation by order of any government or custom's rule;
- d) theft or pilferage while left in any unlocked or unattended vehicle;
- e) property illegally acquired, kept, stored or transported;
- f) Your negligent acts or omissions;
- g) property shipped as freight or shipped prior to the Scheduled Departure Date;
- h) electrical current, including electric arcing that damages or destroys electrical devices or appliances.

Additional Provisions applicable to Baggage and Personal Effects and Baggage Delay:

Benefits will not be paid for any expenses which have been reimbursed or for any services which have been provided by the Common Carrier, hotel or Travel Supplier; nor will benefits be paid for loss or damage to property specifically scheduled under any other insurance.

Additional Claims Provisions Specific to Baggage

Insured's Duties After Loss of or Damage to Property or Delay of Baggage: In case of loss, theft, damage or delay of baggage or personal effects, and Insured must:

- a) take all reasonable steps to protect, save or recover the property;
- b) promptly notify, in writing, either the police, hotel proprietors, ship lines, airlines, railroad, bus, airport or other station authorities, tour operators or group leaders, or any Common Carrier or bailee who has custody of Your property at the time of loss;
- c) produce records needed to verify the claim and its amount, and permit copies to be made;
- d) send proof of loss as soon as reasonably possible after date of loss, providing date, time, and cause of loss, and a complete list of damaged/lost items; and
- e) allow the company to examine baggage or personal effects, if requested.

These benefits will not duplicate any other benefits payable under the Certificate or any coverage(s) attached to the Certificate.

NON-MEDICAL EMERGENCY EVACUATION

This Non-Medical Emergency Evacuation Benefit is not available if a formal recommendation in the form of a Travel Advisory or Travel Warning from the U.S. State Department is issued for a country preceding Your arrival into that country on Your Trip, or if a country is an Excluded Country preceding Your arrival into that country on Your Trip.

You are eligible for benefits, up to the Maximum Benefit Amount shown in the Confirmation of Benefits, for all reasonable expenses incurred for Your transportation to the nearest place of safety, or to Your primary place of residence, if You must leave Your Trip for a Non-Medical Emergency Evacuation Covered reason, as defined below.

Non-Medical Emergency Evacuation must occur within 14 days of any covered event. Arrangements will be by the most appropriate and economical means available and consistent with Your health and safety. Benefits are only payable for arrangements made by authorized travel assistance provider".

Non-Medical Emergency Evacuation Covered reasons:

We will pay for the Non-Medical Emergency Evacuation Benefits listed above if, while on Your Trip, a formal recommendation in the form of a Travel Advisory or Travel Warning from the U.S. State Department, is issued for You to leave a country You are visiting on Your Trip due to:

- 1) a Natural Disaster;
- 2) civil, military or political unrest; or
- 3) Your being expelled or declared a persona non-grata by a country You are visiting on Your Trip.

Non-Medical Emergency Evacuation Exclusions: We do not cover:

- 1) loss or expense for a Non-Medical Emergency Evacuation Covered reason which took place in an Excluded Country;
- 2) loss or expense recoverable under any other insurance or through an employer;
- 3) loss or expense arising from or attributable to:
 - (a) fraudulent or criminal acts committed or attempted by You;
 - (b) alleged violation of the laws of the country You are visiting, unless We determine such allegations to be fraudulent, or
 - (c) failure to maintain required documents or visas;
- 4) loss or expense arising from or attributable to:

- (a) debt, insolvency, business or commercial failure;
 - (b) the repossession of any property; or
 - (c) Your non-compliance with a contract, license or permit;
- 5) loss or expense arising from or due to liability assumed by You under any contract.

These benefits will not duplicate any other benefits payable under the Policy or any coverage(s) attached to the Policy.

CANCEL FOR ANY REASON BENEFIT

Optional Coverage: Applicable only when purchased at the time of original plan purchase and if the appropriate additional premium has been paid.

If You cancel Your Trip for any reason not otherwise covered by this Policy, benefits will be paid for 75% of the Prepaid, forfeited, non-refundable Payments or Deposits You paid for Your Trip provided:

- a) Your payment for this Policy is received at or before the final Payment due date for Your Trip; and
- b) You have paid the Travel Supplier for the full cost for all non-refundable Trip costs for Your Trip prior to Your cancellation of Your Trip; and
- c) You cancel Your Trip 48 hours or more before Your Scheduled Departure Date.

These benefits will not duplicate any other benefits payable under the Certificate or any coverage(s) attached to the Certificate.

ACCIDENT & SICKNESS MEDICAL EXPENSE

Benefits will be paid for the Covered Expense incurred, up to the Maximum Benefit Amount shown in the Schedule of Benefits, as a result of a Covered Accidental Injury or covered Sickness, which first occurs during Your Trip (of a duration of 90 days or less for Sickness). Only Covered Expenses incurred during Your Trip (of a duration of 90 days or less for Sickness) will be reimbursed. Expenses incurred after Your Trip are not covered.

Benefits will include up to \$750 for expenses incurred during Your Trip for emergency dental treatment. Only expenses for emergency dental treatment to natural teeth incurred during Your Trip will be reimbursed. Expenses incurred after Your Trip are not covered.

Benefits will not be paid in excess of the Usual and Customary Charges.

Advance payment will be made to a Hospital, up to the Maximum Benefit Amount, if needed to secure Your admission to a Hospital, because of a Covered Accidental Injury or covered Sickness. The authorized travel assistance company will coordinate advance payment to the Hospital.

For the purpose of this benefit:

“Covered Expense” means expense incurred only for the following:

- 1. The medical services, prescription drugs, prosthetics, and therapeutic services and supplies ordered or prescribed by a Legally Qualified Physician as Medically Necessary for treatment;
- 2. Hospital or ambulatory medical-surgical center services (including expenses for a cruise ship cabin or hotel room, not already included in the cost of the Your Trip, if recommended as a substitute for a hospital room for recovery from a Covered Accidental Injury or covered Sickness);
- 3. Transportation furnished by a professional ambulance company to and/or from a Hospital.

These benefits will not duplicate any benefits payable under the Certificate or any coverage(s) attached to the Certificate.

EMERGENCY MEDICAL EVACUATION, MEDICAL REPATRIATION AND RETURN OF REMAINS

When You suffer loss of life for any reason or incur a Sickness or Injury during the course of Your Trip, the following benefits are payable, up to the Maximum Benefit Amount shown in the Schedule of Benefits.

- 1. **Emergency Medical Evacuation:** If the local attending Legally Qualified Physician and the authorized travel assistance company determine that transportation to a Hospital or medical facility is Medically Necessary to treat an unforeseen Sickness or Injury which is acute or life threatening and adequate Medical Treatment is not available in the immediate area, the Transportation Expense incurred will be paid for the Usual and Customary Charges for transportation to the closest Hospital or medical facility capable of providing that treatment.

If You are traveling alone and will be hospitalized for more than 7 consecutive days and Emergency Evacuation is not imminent, benefits will be paid to transport one person, chosen by You, by Economy Transportation, for a single visit to and from Your bedside.

If You are in the Hospital for more than 7 consecutive days and Your dependent children who are under 18 years of age and accompanying You on Your Trip are left unattended, Economy Transportation will be paid to return the dependents to their home (with an attendant, if considered necessary by the authorized travel assistance company).

- 2. **Medical Repatriation:** If the local attending Legally Qualified Physician and the authorized travel assistance company determine that it is Medically Necessary for You to return to Your primary place of residence because of an unforeseen Sickness or Injury which is acute or life-threatening, the Transportation Expense incurred will be paid for Your return to Your primary place of residence or to a Hospital or medical facility closest to Your primary place of place of residence capable of providing continued treatment via one of the following methods of transportation, as approved, in writing, by the authorized travel assistance company:

- i) one-way Economy Transportation;
- ii) commercial air upgrade (to Business or First Class), based on Your condition as recommended by the local attending Legally Qualified Physician and verified in writing and considered necessary by the authorized travel assistance company; or
- iii) other covered land or air transportation including, but not limited to, commercial stretcher, medical escort, or the Usual and Customary Charges for air ambulance, provided such transportation has been pre-approved and arranged by the authorized travel assistance company. Transportation must be via the most direct and economical route.

- 3. **Return of Remains:** In the event of Your death during a Trip, the expense incurred will be paid for minimally necessary casket or air tray, preparation and transportation of Your remains to Your primary place of residence in the United States of America or to the place of burial.

Benefits are paid less the value of Your original unused return travel ticket.

These benefits will not duplicate any other benefits payable under the Certificate or any coverage(s) attached to the Certificate.

SECTION II. DEFINITIONS

"Accident" means a sudden, unexpected unusual specific event that occurs at an identifiable time and place, and shall also include exposure resulting from a mishap to a conveyance in which You are traveling.

"Additional Transportation Cost" means the actual cost incurred for one-way Economy Transportation by Common Carrier reduced by the value of an unused travel ticket.

"Baggage and Personal Effects" means luggage, personal possessions and travel documents taken by You on Your Trip.

"Bankruptcy or Default" means the total cessation of operations due to insolvency, with or without the filing of a bankruptcy petition by an airline, or cruise line, tour operator or other travel provider provided the Bankruptcy or Default occurs more than 14 days following Your Effective Date for the Trip Cancellation Benefits. There is no coverage for the Bankruptcy or Default of any person, organization, agency or firm from whom You purchased Travel Arrangements supplied by others.

"Business Partner" means an individual who (a) is involved in a legal general partnership with You and (b) is actively involved in the day to day management of Your business.

"Common Carrier" means any land, sea, or air conveyance operating under a valid license for the transportation of passengers for hire, not including taxicabs or rented, leased or privately owned motor vehicles.

"Complications of Pregnancy" means conditions (when the pregnancy is not terminated) whose diagnoses are distinct from pregnancy but are adversely affected by pregnancy or are caused by pregnancy. These conditions include acute nephritis, nephrosis, cardiac decompensation, missed abortion and similar medical and surgical conditions of comparable severity. Complications of Pregnancy also include nonelective cesarean section, ectopic pregnancy which is terminated and spontaneous termination of pregnancy, which occurs during a period of gestation in which a viable birth is not possible.

Complications of Pregnancy does not include false labor, occasional spotting, Physician-prescribed rest during the period of pregnancy, morning sickness, hyperemesis gravidarum, preeclampsia and similar conditions associated with the management of a difficult pregnancy not constituting a nosologically distinct complication of pregnancy.

"Covered Accident" means an Accident that occurs while coverage is in force and results in a loss for which benefits are payable.

"Economy Transportation" means the lowest published available transportation rate for a ticket on a Common Carrier matching the original class of transportation that You purchased for Your Trip.

"Eligible Person" means a citizen or resident of the United States of America who is booked to travel on a Trip, completes an enrollment form if applicable, and for whom the required premium has been paid.

"Excluded Country" means one of the following countries from which Non-Medical Emergency Evacuations are not available such as Afghanistan, Chechnya, Democratic Republic of the Congo, Iran, Iraq, Israel West Bank, Israel Gaza Strip, Ivory Coast, Lebanon, Libya, North Korea, Somalia, Sudan, Syria or any country subject to the administration and enforcement of U.S. economic embargoes and trade sanctions by the OFFICE OF FOREIGN ASSET CONTROLS (OFAC);

"Family Member" means any of the following: Your or Your Traveling Companion's legal spouse (or common-law spouse where legal), legal guardian or ward, son or daughter (adopted, foster, step or in-law), brother or sister (includes step or in-law), parent (includes step or in-law), grandparent (includes in-law), grandchild, aunt, uncle, niece or nephew, Domestic Partner.

"Home" means Your primary place of residence.

"Hospital" means (a) a place which is licensed or recognized as a general hospital by the proper authority of the state in which it is located; (b) a place operated for the care and treatment of resident inpatients with a registered graduate nurse (RN) always on duty and with a laboratory and X-ray facility; (c) a place recognized as a general hospital by the Joint Commission on the Accreditation of Hospitals; (d) other than a residence, a place where treatment in a Hyperbaric chamber can be received. Not included is a hospital or institution licensed or used principally: (1) for the treatment or care of drug addicts or alcoholics; or (2) as a clinic continued or extended care facility, skilled nursing facility, convalescent home, rest home, nursing home or home for the aged.

"Inclement Weather" means any weather condition that delays the scheduled arrival or departure of a Common Carrier.

"Injury" or "Injuries" means bodily harm and/or decompression illness caused by an Accident which: 1) occurs while Your coverage is in effect under the Certificate; and 2) requires examination and treatment by a Legally Qualified Physician. The Injury must be the direct cause of loss and must be independent of all other causes and must not be caused by, or result from, Sickness.

"Insured" means a person(s) who is booked to travel on a Trip, completes the enrollment form and for whom the required premium is paid, also referred to as You and Your.

"Intoxicated" mean a blood alcohol level that equals or exceeds the legal limit for operating a motor vehicle in the state or jurisdiction where You are located at the time of an incident.

"Legally Qualified Physician" means a physician: (a) other than You, a Traveling Companion or a Family Member; (b) practicing within the scope of his or her license; and (c) recognized as a physician in the place where the services are rendered.

"Maximum Benefit Amount" means the maximum amount payable for coverage provided to You as shown in the Schedule of Benefits.

"Medically Necessary" means a service which is appropriate and consistent with the treatment of the condition in accordance with accepted standards of community practice.

"Medical Treatment" means examination and treatment by a Legally Qualified Physician for a condition which first manifested itself, worsened or became acute or had symptoms which would have prompted a reasonable person to seek diagnosis, care or treatment.

"Natural Disaster" means a flood, hurricane, tornado, earthquake, mudslide, tsunami, avalanche, landslide, volcanic eruption, fire, wildfire or blizzard that is due to natural causes.

"Payments or Deposits" means the cash, check, or credit card amounts actually paid or used for Your Trip. Certificates, vouchers, discounts, credits, frequent traveler or frequent flyer rewards, miles or points applied (in part or in full) towards the cost of Your Travel Arrangements are not Payments or Deposits as defined herein.

"Pre-Existing Condition" means an illness, disease, or other condition during the 180 day period immediately prior to the date Your coverage is effective for which You or Your Traveling Companion, Business Partner or a Family Member : 1) received or received a recommendation for a test, examination, or medical treatment for a condition which first manifested itself, worsened or became acute or had symptoms which would have prompted a reasonable person to seek diagnosis, care or treatment; or 2) took or received a prescription for drugs or medicine. Item (2) of this definition does not apply to a condition which is treated or controlled solely through the taking of prescription drugs or medicine and remains treated or controlled without any adjustment or change in the required prescription throughout the 180 day period before coverage is effective under this Policy.

“Prepaid” means Payments or Deposits paid by You to a Travel Supplier for Travel Arrangements for Your Trip prior to Your actual or Scheduled Departure Date. Payments or Deposits for shore excursions, theater, concert or event tickets or fees, or sightseeing, if such arrangements are made during Your Trip and are to be used prior to the Scheduled Return Date of Your Trip, are not considered Prepaid as defined herein.

“Published Penalties” means any additional published cancellation penalties levied by Your travel agency or Travel Supplier that apply to all clients of the travel agency or Travel Supplier and can be documented at time of Your purchase of Travel Arrangements from Your travel agency.

“Scheduled Departure Date” means the date on which You are originally scheduled to leave on Your Trip.

“Scheduled Return Date” means the date on which You are originally scheduled to return to the point of origin or the original final destination of Your Trip.

“Sickness” means an illness or disease of the body which: 1) requires examination and treatment by a Legally Qualified Physician, and 2) commences while Your coverage is in effect.

“Strike” means any organized and legally sanctioned labor disagreement resulting in a stoppage of work: (a) as a result of a combined effort of workers which was unannounced and unpublished at the time travel services were purchased; and (b) which interferes with the normal departure and arrival of a Common Carrier.

“Terrorist Incident” means an act of violence, that is deemed terrorism by the United States Government other than civil disorder or riot (that is not an act of war, declared or undeclared) that results in loss of life or major damage to property, by any person acting alone or in association with other persons on behalf of or in connection with any organization which is generally recognized as having the intent to overthrow or influence the control of any other government. The Terrorist Incident must be documented in a Travel Warning issued by the United States’ Department of State advising Americans to avoid that certain country.

“Third Party” means a person or entity other than You or the Company.

“Transportation Expense” means the cost of Medically Necessary conveyance, personnel, services or supplies.

“Traveling Companion” means a person or persons whose names appear with Yours on the same Travel Arrangements and who, during Your Trip, will accompany You.

“Travel Supplier” means any entity or organization that coordinates or supplies travel services for You.

“Trip” means a scheduled trip for which coverage for Travel Arrangements is requested and the premium is paid prior to Your

actual or Scheduled Departure Date of Your Trip.

“Us”, “We”, “Our” means United States Fire Insurance Company.

“Usual and Customary Charges” means those comparable charges for similar treatment, services and supplies in the geographic area where treatment is performed.

SECTION III. INSURING PROVISIONS

Who Is Eligible For Coverage:

A citizen or resident of the United States of America who is booked to travel on Your Trip, completes the enrollment form and for whom the required premium is paid. Eligibility for purchase will be determined at time of claim. If it is determined that a person or Trip is not eligible for coverage, any claim for benefits will be denied and premium will be refunded.

When Coverage Begins – Coverage Effective Date:

Trip Cancellation: Coverage begins on the date and time at 12:01 a.m. on the day after the date the appropriate premium for this Certificate for Your Trip is received by the company. This is Your “Effective Date” and time for Trip Cancellation.

Travel Delay: Coverage begins after You have traveled 50 miles or more from home en route to join Your Trip. This is Your “Effective Date” and time for Travel Delay.

All Other Coverages: Coverage begins when You depart on the first Travel Arrangement (or alternate travel arrangement if You must use an alternate travel arrangement to reach Your Trip destination) for Your Trip. This is Your “Effective Date” and time for all other coverages, except Trip Cancellation and Travel Delay.

When Coverage Ends – Coverage Termination Date:

Trip Cancellation: Your coverage automatically ends on the earlier of: 1) 72 hours prior to the scheduled departure time on the Scheduled Departure Date of Your Trip; or 2) on or before the final payment due date for Your Trip; or 3) the date and time You cancel Your Trip.

All Other Coverages: Your coverage automatically ends on the earlier of: 1) the date Your Trip is completed; 2) the Scheduled Return Date; 3) Your arrival at Your return destination on a round-trip, or the destination on a one-way trip; 4) cancellation of Your Trip covered by the Certificate. Termination of the Certificate will not affect a claim for loss that occurs after premium has been paid.

All coverages under the Certificate will be extended if Your entire Trip is covered by the Certificate and Your return is delayed due to unavoidable circumstances beyond Your control. If coverage is extended for the above reasons, coverage will end on the earlier of the date You reach Your originally scheduled return destination or 7 days after the Scheduled Return Date.

SECTION IV. GENERAL EXCLUSIONS

Benefits are not payable for any loss due to, arising or resulting from:

1. suicide, attempted suicide or any intentionally self-inflicted injury of You, a Traveling Companion, Family Member or Business Partner booked to travel with You, while sane or insane;
2. an act of declared or undeclared war;
3. participating in maneuvers or training exercises of an armed service, except while participating in weekend or summer training for the reserve forces of the United States, including the National Guard;
4. riding or driving in races, or speed or endurance competitions or events;
5. mountaineering (engaging in the sport of scaling mountains generally requiring the use of picks, ropes, or other special equipment);
6. participating in skydiving or parachuting, hang gliding or bungee cord jumping;
7. piloting or learning to pilot or acting as a member of the crew of any aircraft;
8. being Intoxicated as defined herein, or under the influence of any controlled substance unless as administered or prescribed by a Legally Qualified Physician;
9. the commission of or attempt to commit a felony or being engaged in an illegal occupation;
10. normal childbirth or pregnancy (except Complications of Pregnancy) or voluntarily induced abortion; dental treatment (except as coverage is otherwise specifically provided herein);
11. amounts which exceed the Maximum Benefit Amount for each coverage as shown in the Schedule of Benefits;
12. due to a Pre-Existing Condition, as defined in the Policy. The Pre-Existing Condition Limitation does not apply to the Emergency Medical Evacuation or return of remains coverage;
13. medical treatment during or arising from a Trip

undertaken for the purpose or intent of securing medical treatment;

14. a mental or nervous condition, unless hospitalized for that condition while the Policy is in effect for You;
15. due to loss or damage (including death or injury) and any associated cost or expense resulting directly from the discharge, explosion or use of any device, weapon or material employing or involving chemical, biological, radiological or similar agents, whether in time of peace or war, and regardless of who commits the act and regardless of any other sequence thereto.

PRE-EXISTING CONDITION EXCLUSION:

The Company will not pay for any expense as a result of any illness, disease, or other condition during the 180 day period immediately prior to the date Your coverage is effective for which You or Your Traveling Companion, Business Partner or Family Member scheduled or booked to travel with You: 1) received or received a recommendation for a test, examination, or medical treatment for a condition which first manifested itself, worsened or became acute or had symptoms which would have prompted a reasonable person to seek diagnosis, care or treatment; or 2) took or received a prescription for drugs or medicine. Item (2) of this Exclusion does not apply to a condition which is treated or controlled solely through the taking of prescription drugs or medicine and remains treated or controlled without any adjustment or change in the required prescription throughout the 180 day period before coverage is effective under this Policy.

Waiver of the Pre-Existing Condition Exclusion

The exclusion for Pre-Existing Condition will be waived provided:

- a) Your Payment or Deposit for this Certificate and enrollment form are received at or before the final Payment due date for Your Trip; and
- b) You insure all Prepaid Trip costs that are subject to cancellation penalties or restrictions; and
- c) You are not disabled from travel at the time Your premium is paid.

SECTION V. GENERAL PROVISIONS

Notice of Claim: Notice of claim must be reported within 20 days after a loss occurs or as soon as is reasonably possible. You or someone on Your behalf may give the notice. The notice should be given to Us or Our designated representative and should include sufficient information to identify You.

Claim Forms: When notice of claim is received by Us or Our designated representative, forms for filing proof of loss will be furnished. If these forms are not sent within 15 days, the proof of loss requirements can be met by You sending Us a written statement of what happened. This statement must be received within the time given for filing proof of loss.

Proof of Loss: Proof of loss must be provided within 90 days after the date of the loss or as soon as is reasonably possible. Proof must, however, be furnished no later than 12 months from the time it is otherwise required, except in the absence of legal capacity.

Time of Payment of Claims: We, or Our designated representative, will pay the claim after receipt of acceptable proof of loss.

Payment of Claims: Benefits for loss of life will be paid to Your designated beneficiary. If a beneficiary is not otherwise designated by You, benefits for loss of life will be paid to the first of the following surviving preference beneficiaries:

- a) Your spouse;
- b) Your child or children jointly;
- c) Your parents jointly if both are living or the surviving parent if only one survives;
- d) Your brothers and sisters jointly; or
- e) Your estate.

All other Benefits will be paid directly to You, unless otherwise directed. Any accrued benefits unpaid at Your death will be paid to Your estate. If You have assigned Your benefits, We will honor the assignment if a signed copy has been filed with us. We are not responsible for the validity of any assignment. All or a portion of all benefits provided by the Certificate may, at Our option, be paid directly to the provider of the service(s) to You. All benefits not paid to the provider will be paid to You.

Physician Examination and Autopsy: The Company, at the expense of the Company, may have You examined when and as often as is reasonable while the claim is pending. The Company may have an autopsy done (at the expense of the Company) where it is not forbidden by law or prohibited by the policyholder's or beneficiary's religious practices or beliefs.

Legal Actions: All policy terms will be interpreted under the laws of the state in which the Policy was issued. No legal action may be brought to recover on the Policy within 60 days after written Proof of Loss has been furnished. No legal action for a claim may be brought against Us after 3 years from the time written Proof of Loss is required to be furnished.

Concealment and Misrepresentation: The entire coverage will be void, if before, during or after a loss, any material fact or circumstance relating to this insurance has been concealed or misrepresented.

Other Insurance with the Company: You may be covered under only one travel Certificate with the Company for each Trip. If You are covered under more than one such Certificate, You may select the coverage that is to remain in effect. In the event of death, the selection will be made by the beneficiary or estate. Premiums paid (less claims paid) will be refunded for the duplicate coverage that does not remain in effect.

Subrogation: If the Company has made a payment for a loss under this coverage, and the person to or for whom payment was made has a right to recover damages from the Third Party responsible for the loss, the Company will be subrogated to that right. You shall help the Company exercise the Company's rights in any reasonable way that the Company may request: nor do anything after the loss to prejudice the Company's rights: and in the event You recover damages from the Third Party responsible for the loss, You will hold the proceeds of the recover for the Company in trust and reimburse the Company to the extent of the Company's previous payment for the loss.

Reductions in the Amount of Insurance: The applicable benefit amount will be reduced by the amount of benefits, if any, previously paid for any loss or damage under this coverage for Your Trip.

When used throughout this document "The Company", "Our", "We", or "Us" means:

United States Fire Insurance Company

GRIEVANCE PROCEDURES

When you submit a claim and that claim is denied, we will provide a written statement containing the reasons for the Adverse Determination. You have the right to request a review of any Company decision or action pertaining to our contractual relationship and to appeal any adverse claim determination we've made by filing a Grievance. These procedures have been developed to ensure a full investigation of a Grievance through a formal process.

DEFINITIONS

A "Grievance" is a written complaint requesting a change to a previous claim decision, claims payment, the handling or reimbursement of health care services, or other matters pertaining to your coverage and our contractual relationship.

An "Adverse Determination" is a determination by the Company or its designated utilization review organization that (i) a service, treatment, drug, or device, is experimental, investigational, specifically limited or excluded by your coverage; or (ii) a facility admission, the availability of care, continued stay or other health care services proposed or furnished have been reviewed and, based upon the information provided, does not meet the contractual requirements for medical necessity, appropriateness, health care setting, level of care or effectiveness and therefore, the benefit coverage is denied, reduced or terminated in whole or in part.

INFORMAL GRIEVANCE PROCEDURE

You, your authorized representative, or a provider acting on your behalf may submit an oral complaint to us within 60- days after an event that causes a dispute. Telephoning allows you to discuss your complaint or concerns and gives us the opportunity to immediately resolve the problem.

If we don't have all the information necessary to review your complaint, we will request any additional information within 5 business days of receiving your complaint. After we receive all the necessary information, we will provide you, your authorized representative, or a provider acting on

your behalf with our written decision within 30-days after receiving the complaint and all necessary information. If the problem cannot be resolved in this manner, you still have the right to submit a written request for the complaint to be reviewed through the Formal Grievance Procedure, as outlined below.

FORMAL GRIEVANCE PROCEDURE

A formal Grievance may be submitted by you, your authorized representative, or in the event of an Adverse Determination, by a provider acting on your behalf.

If you file a formal Grievance, you will have the opportunity to submit written comments, documents, records and other information you feel are relevant to the Grievance, regardless of whether those materials were considered in the initial Adverse Determination.

First Level Review

Within 3 working business days after receiving the Grievance, we must acknowledge the Grievance and provide you, your authorized representative or a provider with the name, address, and telephone number of the coordinator handling the Grievance and information on how to submit written material. The person(s) who reviews the Grievance will not be the same person(s) who made the initial Adverse Determination. During the review, all information, documents, and other materials submitted relating to the claim will be considered, regardless of whether they were considered in making the previous claim decision. The Insured will not be allowed to attend, or have a representative attend, a First Level Review. The Insured may, however, submit written material for consideration by the reviewer(s).

GRIEVANCE

When the Grievance is based in whole or in part on a medical judgment, the review will be conducted by, or in consultation with, a medical doctor with appropriate training and expertise to evaluate the matter. Following our review of your Grievance, we must issue a written decision to you and, if applicable, to your representative or provider, within 20-days after receiving the Grievance. The written decision must include:

- (1) The name(s), title(s) and professional qualifications of any person(s) participating in the

- (2) First Level Review process.
- (2) A statement of the reviewer's understanding of the Grievance.
- (3) The specific reason(s) for the reviewer's decision in clear terms and the contractual basis or medical rationale used as the basis for the decision in sufficient detail for the Insured to respond further to our position.
- (4) A reference to the evidence or documentation used as the basis for the decision.
- (5) If the claim denial is based on medical necessity, experimental treatment or similar exclusion, instructions for requesting an explanation of the scientific or clinical rationale used to make the determination.
- (6) A statement advising you of your right to request a Second Level Review, if applicable, and a description of the procedure and timeframes for requesting a Second Level Review.

Second Level Review

The Second Level Review process is available if you are not satisfied with the outcome of the First level Review for an Adverse Determination. Within ten business days after receiving a request for a Second Level Review, we will advise you of the following:

- (1) the name, address, and telephone number of a person designated to coordinate the Grievance review for the Company;
- (2) a statement of your rights, including the right to:
 - ❖ attend the Second Level Review
 - ❖ present his/her case to the review panel;
 - ❖ submit supporting materials before and at the review meeting;
 - ❖ ask questions of any member of the review panel;
 - ❖ be assisted or represented by a person of his/her choice, including a provider, family member, employer representative, or attorney.
 - ❖ request and receive from us free of charge, copies of all relevant documents, records and other information that is not confidential or privileged that were considered in making the Adverse Determination.

We must convene a review panel and hold a review

meeting within 45-days after receiving a request for a Second Level Review. We will notify you in writing of the meeting date at least 15-days prior to the date. The review meeting will be held during regular business hours at a location reasonable accessible to you. In cases where a face-to-face meeting is not practical for geographic reasons, we will offer you the opportunity to communicate with the review panel at our expense by conference call or other appropriate technology. Your right to a full review may not be conditioned on whether or not you appear at the meeting.

If you choose to be represented by an attorney, we may also be represented by an attorney. If we choose to have an attorney present to represent our interests, we will notify you at least 15 working days in advance of the review that an attorney will be present and that you may wish to obtain legal representation of your own.

The panel must be comprised of persons who:

- (1) were not previously involved in any matter giving rise to the Second Level Review;
- (2) are not employees of the Company or Utilization Review Organization; and
- (3) do not have a financial interest in the outcome of the review.

A person previously involved in the Grievance may appear before the panel to present information or answer questions.

All persons reviewing a Second Level Grievance involving a Utilization Review non-certification or a clinical issue will be providers who have appropriate expertise, including at least one clinical peer. If we use a clinical peer on an appeal of a Utilization Review non-certification or on a First Level Review, we may use one of our employees on the Second Level Review panel if the panel is comprised of 3 or more persons.

GRIEVANCE

We must issue a written decision to you and, if applicable, to your representative or provider, within 10 business days after completing the review meeting. The decision must include:

- (1) the name(s), title(s) and qualifying credentials

- (2) of the members of the review panel;
- (2) a statement of the review panel's understanding of the nature of the Grievance and all pertinent facts;
- (3) the review panel's recommendation to the Company and the rationale behind the recommendation;
- (4) a description of, or reference to, the evidence or documentation considered by the review panel in making the recommendation;
- (5) in the review of a Utilization Review non-certification or other clinical matter, a written statement of the clinical rationale, including the clinical review criteria, that was used by the review panel to make the determination;
- (6) the rationale for the Company's decision if it differs from the review panel's recommendation;
- (7) a statement that the decision is the Company's final determination in the matter;
- (8) notice of the availability of the Commissioner's office for assistance, including the telephone number and address of the Commissioner's office.

EXPEDITED REVIEW

You are eligible for an expedited review when the timeframes for an Informal, formal First Level review or Second Level review would reasonably appear to seriously jeopardize your life or health, or your ability to regain maximum function. An expedited review is also available for all Grievances concerning an admission, availability of care, continued stay or health care service for a person who has received emergency services, but who has not been discharged from a facility.

A request for an expedited review may be submitted orally or in writing. An expedited review must be evaluated by an appropriate clinical peer in the same or similar specialty as would typically manage the case being reviewed. If we don't have the information necessary to decide an appeal, we will send you notification of precisely what is required within 24- hours of our receipt of your Grievance. All necessary information, including our decision, will be transmitted by telephone, facsimile, or the most expeditious method available. Provided we have enough information to make a decision, you, your authorized representative, or a provider acting on your behalf will be notified of the

determination as

expeditiously as the medical condition requires, but in no event more than 72-hours after the review has commenced. Written confirmation of our decision will be provided within 2 working business days of the decision and will contain the same items described in the written decision requirements for First Level reviews.

If the expedited review does not resolve the situation, you, your representative or a provider acting on your behalf may submit a written Grievance.

We will not provide an expedited review for retrospective reviews of Adverse Determinations

When used throughout this document "The Company", "Our", "We", or "Us" means: **United States Fire Insurance Company**

PRIVACY POLICY AND PRACTICES

The Company values your business and your trust. In order to administer insurance policies and provide you with effective customer service, we must collect certain information about our customers. We want you to know that we are committed to protecting your private information and we will comply with all federal and state privacy laws. Below is a Privacy Notice describing our policy regarding the collection and disclosure of personal information. Please review this Notice and keep a copy of it with your records.

Your Privacy is Our Concern

When you apply to The Company for insurance or make a claim against a policy written by The Company, you disclose information about yourself to us. There are legal requirements governing the collection, use, and disclosure of such information. The Company maintains physical, electronic, and procedural safeguards that comply with state and federal regulations to guard your personal information. We also limit employee access to personally identifiable information to those with a business reason for knowing such information. The Company instructs our employees as to the importance of the confidentiality of personal information, and takes measures to enforce employee privacy responsibilities.

What kind of information do we collect about you and from whom?

We obtain most of our information from you. The application or claim form you complete, as well as any additional information you provide, generally gives us most of the information we need to know. Sometimes we may contact you by phone or mail to obtain additional information. We may use information about you from other transactions with us, our affiliates, or others. Depending on the nature of your insurance transaction, we may need additional information about you or other individuals proposed for coverage. We may obtain the additional information we need from third parties, such as other insurance companies or agents, government agencies, medical personnel, the state motor vehicle department, information clearinghouses, credit reporting agencies, courts, or public records. A report from a

consumer reporting agency may contain information as to creditworthiness, credit standing, credit capacity, character, general reputation, hobbies, occupation, personal characteristics, or mode of living.

What do we do with the information collected about you?

If coverage is declined or the charge for coverage is increased because of information contained in a consumer report we obtained, we will inform you, as required by state law or the federal Fair Credit Reporting Act. We will also give you the name and address of the consumer reporting agency making the report. We may retain information about our former customers and may disclose that information to affiliates and non-affiliates only as described in this notice.

To whom do we disclose information about you?

We may disclose all the information that we collect about you, as described above. We may disclose such information about you to our affiliated companies, such as:

- Insurance companies;
- Insurance agencies;
- Third party administrators;
- Medical bill review companies; and
- Reinsurance companies.

We may also disclose nonpublic personal information about you to affiliated and nonaffiliated third parties as permitted by law. You have a right to access and correct the personal information we collect, maintain and disclose about you.

How to contact Us

You may obtain a more detailed description of the information practices prescribed by law by contacting us at the address below. Remember to include your name, address, policy number, and daytime phone number.

Privacy Policy Coordinator
Crum & Forster
5 Christopher Way, 2nd Floor
Eatontown, New Jersey 07724



FORUM LANGUAGE EXPERIENCE

BOARD APPROVAL PACKET

Our openness for your protection



At Forum Language Experience, we believe in being open and transparent as a matter of business integrity.

By using the term "Forum," we refer to Forum Language Experience and all other companies of the Prométour Group.

As a Forum customer, you can count on the service and support of our four offices (San Diego, Malaga, Paris and Montreal), licensed and registered according to state / country laws, in providing you with the maximum consumer protection.

Registration of our outbound and receptive operations in United States

When you organize a trip through Forum from or within North America, your money is protected by the strict travel industry regulations of the State of California, including the requirement of scrutinized in-trust accounts and consumer protection surveillance.

- An extract of the regulations can be found in **Appendix 1**. A complete copy of the law and regulations can be found on the following website: <https://oag.ca.gov/travel/statute>
- You will find a copy of our valid Operating License in **Appendix 2**.

Registration of our outbound and receptive operations in Europe

When you organize a trip through Forum from or within North America, your money is protected

- **In Spain**, we are licensed under the following number: AN-29647- 2
- **In France**, we are licensed under the following number: IM 075 100096
- **In Canada**, we are licensed under the following number: Quebec 702379

General & Professional Liability Insurance

The general & professional liability insurance covering our operations and personnel is held by Steadfast Insurance Company. You may find a detailed copy of our insurance certificate in **Appendix 3**.

Please do not hesitate to contact us if you require more specific information. If we are unable to respond to your questions, our insurance brokers and/or our legal partners will be more than willing to provide an answer.

A handwritten signature in black ink, appearing to read "S. Myszkowski", is shown over a light gray dotted background.

Stanislas Myszkowski

President

Tel: 1-888-282-0991 / Fax: 1-619-432-0261



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INTRODUCTION

This document has been compiled with the purpose of defining the Safety Protocol which is currently in practice within Forum. The Safety Protocol is undertaken to pro-actively enable all Forum personnel involved in the provision of a Forum tour to act with due care and diligence towards all aspects of safety.

INVOLVEMENT IN THE TOURISM AND TRAVEL INDUSTRY

- Annual participation at French Language conferences on French & Quebecois culture, held in the UK.
- Annual participation at Spanish Language conferences on Spanish & Latin culture, held in Spain.
- Annual participation at Teachers Language conferences held in the US.
- Annual participation at Teachers Language conferences held in Canada.



1. TRANSPORT

1.1 Missed / Cancelled / Delayed Flights or Connections

For the majority of destinations, we use reputable airline companies with multiple daily flights.

Before departure, the Group Leader will be informed of the procedure to follow in the event that a flight is missed, cancelled or delayed.

Usually the airline will put the group on to the next available flight, either directly at the desk at the airport or through intervention from our flight department.

The Group Leader should call our 24 hour Emergency Line to inform our staff of the situation, the revised boarding time, or to request assistance if revised seats have not been allocated; in this case the Flight Department will liaise with the airline, arrange new seats, and communicate back to the Group Leader.

The Forum operations team will be informed of any changes and will contact suppliers at the destination and attend to any modifications on the itinerary.

In the case that a Forum Tour Manager does not accompany the group for a transfer flight (e.g., a flight from London to Berlin), they will wait with the group until departure to ensure all seat allocation is correct. If there are any delays, in this instance, the originating destination Forum team will inform the arrival destination Forum Tour Manager of the changes.

In the exceptional circumstance of a group traveling without any services of a Forum Tour Manager, the responsibility lies with the Group Leader. The Forum team will be available to assist when possible. If an activity is delayed or missed as a result of the plane issue, the Forum team will contact the appropriate suppliers to inform them.

A group will very rarely travel without a Forum Tour Manager; this is at the discretion of the Group Leader and not advised by our team.

1.2 Missed / Cancelled / Delayed Trains or Connections

In the event of missed, cancelled or delayed trains, the Forum Tour Manager will book seats on the next available train directly at the train station and pay for any additional costs before informing the appropriate suppliers of any changes to the schedule.

If there are no seats available and an overnight stay is required at the place of departure, the Forum Tour Manager will contact the Forum Operations Department and arrange accommodation.

In the case that a Forum Tour Manager does not accompany the group on a transfer by train (e.g., an overnight train from Madrid to Paris), they will wait with the group until departure to ensure all seat allocation is correct. If there are any delays, in this instance, the originating destination Forum team will inform the arrival destination Forum Tour Manager of the changes.

In the exceptional circumstance of a group traveling without any services of a Forum Tour Manager, the responsibility lies with the Group Leader. The Forum team will be available to assist when possible. If an activity is delayed or missed as a result of the train issue, the Forum team will contact the appropriate suppliers to inform them.



For any changes regarding hotel bookings, the Group Leader should call the Emergency Line and the Forum Operations Department will arrange any amendments.

A group will very rarely travel without a Forum Tour Manager; this is at the discretion of the Group Leader and not advised by our team.

1.3 Missed / Cancelled / Delayed Coach or Bus

Prior to bus travel, the Forum Tour Manager will call to reconfirm the reservation the night before. The Manager will have the driver's name, cell phone number and an emergency telephone number for the bus company to communicate any changes or delays.

In the unlikely event of a bus not arriving, alternative arrangements will be made, either using another bus company approved by the Forum Operations Department or taking taxis, depending upon the group size and circumstances.

All changes will be confirmed with the appropriate Forum Operations Department, who will also be available for any assistance needed in finding and booking alternative transportation arrangements.

1.4 Lost or Late Luggage

For lost or late luggage, an official declaration must be made with the airline that will provide a reference number. The Forum Tour Manager will communicate with the airport staff to ensure they are aware of the group's schedule. The owner of the luggage must also provide their home address in case the bag(s) are not returned before departure.

Lost or late luggage during transit is covered under the travel protection plan package that Forum purchased on behalf of all participants on the trip.

If bags or items are left in a hotel or on a bus, the Forum Tour Manager must be informed and he/she will contact the supplier and arrange for the items to be returned. Please note this could incur a charge for the client.

1.5 European & North American Coach Companies

The Forum Operations Department will hire coaches from well-established, reliable companies. Forum will endeavor to select coach operators who belong to recognized industry bodies such as the American Bus Association (ABA).

All coach companies used will sign a contract in which they confirm that they comply with all national, local, trade and other laws. The contract will also stipulate a driver's hours, insurance coverage and vehicle age, which should not exceed a maximum of five years.

1.6 Seat Belts

All seats are equipped with seat belts on coaches in the UK, France, Spain, and Italy. Under European Union law, drivers and passengers must wear a seat belt in any seat fitted with one.

1.7 Driving Hours Regulations

All Forum itineraries and touring schedules are designed to comply with North American and EU driver's hours and regulations.



1.8 Breakdown

In the event of a mechanical breakdown, the priority will be to move the group to a safe place. All coach companies are insured for breakdowns and a repair service unit will be called to attend to the scene. Should the breakdown prove to be serious, then an alternative vehicle will be provided. The Forum Operations Department will maintain contact with the coach company and assist if necessary.

1.9 Sub-Contracting

Coach companies are contracted by Forum on the understanding that they do not subcontract to other companies unless this has been previously arranged.

1.10 Public Transport

The appropriate authority in each country regulates public transport, and in cities such as Paris, Madrid, Rome, Montréal, New York, etc. the metro is the standard mode of transportation for our groups. All travel on public transportation is overseen by a Forum Tour Manager and group chaperones.

1.11 Ferries

The ferry operators that we work with comply with independently set safety standards.

1.12 Airlines

Forum works with major international airlines such as American Airlines, Air France, British Airways, Continental Airlines, Delta Airlines, Iberia, KLM, Lufthansa, etc. all of whom comply with independent safety standards.

1.13 Rail Transportation

Rail transportation companies comply with the independently set safety standards of the countries through which the train travels.

2. SUPPLIERS – HOTELS, RESTAURANTS & ACTIVITIES

2.1 Accommodation Contract & Certification

Forum takes great pride in selecting hotel accommodation for groups. All bookings are made directly from our offices for destinations offered to the American, Canadian and European markets. Hotels contracted are of a minimum 2* (Europe) category & 3* (North America) category with private bathrooms. All hotels are pre-vetted for standard requirements such as local and national fire safety, hygiene standards, and appropriate insurance coverage.

Our hotel selection is reviewed on a yearly basis by Forum personnel and through the feedback we receive from our groups. Random on-site inspections are also conducted by Forum.

2.2 Accommodation Requested Directly by a Client

No accommodation will be provided if the hotel does not meet the same criteria and standards as detailed in 2.1.



2.3 Hotel Overbooked or a Problem with the Reservation

If Forum is aware of a problem before the group arrives at their hotel, our team will make alternative arrangements in a hotel of equal or higher quality. All efforts will be made to have the whole group lodged in the same hotel based on room availability and the Forum Operations Department will liaise with the Forum Tour Manager to advise any changes to the schedule.

If the problem arises when the group is checking in, the Forum Tour Manager will manage the situation with assistance from the Forum Operations Department. If the problem cannot be resolved immediately, the Forum Tour Manager will occupy the group as scheduled while the Forum Operations Department makes alternative arrangements and resolves the situation. Once the situation has been resolved the Forum team will inform parents of any changes in the accommodation. The Forum Tour Manager will inform any suppliers affected by the changes, for example amending the pick-up point with a coach company.

2.4 Reservations for Hotels, Restaurants & Activities

When the Forum Tour Manager receives the file for a group, they will check all reservations and sign to confirm all is in order. If a reservation has been cancelled, amended, or misplaced by suppliers, the Forum Tour Manager will obtain a new reservation directly or make alternative arrangements advising the Group Leader.

The Forum Tour Manager will contact each restaurant the day before to confirm the number of people in the group.

Normally a group will dine at several different restaurants while on tour, allowing participants to try a variety of local cuisine. In the unlikely case that a group takes their dinners at the hotel and the menu does not offer a range of choice, the Forum Tour Manager will make alternative arrangements, with the assistance of the Forum Operations Department.

2.5 Alternative Plans for Outdoor Activities Due to Weather

If an activity is affected by weather, the Forum Operations Department will provide the Forum Tour Manager with a list of alternative activities in the area, and he/she will propose an alternative activity to the Group Leader. Forum will pay for any additional entrance fees to a museum or tourist attraction. If the Group Leader would like the group to do an activity such as bowling, then participants may be expected to contribute to the additional costs.

2.6 Outdoor and Adventure Activities

Where outdoor and adventure activities are featured in a tour itinerary, Forum will hold on file the following:

- Details of instructor qualifications
- Details of company license and insurance

2.7 Last Recommendations

Prior to departure, each group is provided with a list of final recommendations for the tour. This document includes details for flight schedule, hotels, contact numbers for emergency services in destination country, travel insurance details, and packing and travel guidelines.



2.8 Tour Evaluations

All Group Leaders are provided with an evaluation form to complete upon their return and to be returned to Forum. All evaluation forms are reviewed by senior management and kept on file for future reference. Any services which are poorly rated will be brought to the attention of the appropriate department and action will be taken to either find a solution or an alternative supplier.

2.10 Emergency Information

Forum provides Group Leaders with a 24-hour emergency contact number which can be used from departure until return. The number is connected to an operator who will determine the nature of the call and where the group is calling from, and then contact the relevant staff on duty.

3. FORUM TOUR MANAGERS & SPECIALIZED LOCAL GUIDES

3.1 Selection of Forum Tour Managers

Forum Tour Managers are recruited directly through our international offices and subjected to a rigorous selection process. All hired candidates are licensed professionals. Candidates are assessed in the following categories:

- Number of years as a licensed professional working with students and minors
- Destination & geographical knowledge
- Training and management during an emergency situation
- Previous employment references
- Language skills

Forum Tour Managers are with the group from arrival to departure and available 24 hours a day.

3.2 Selection of Specialized Local Guides

Specialized local guides are contracted for official sightseeing activities or guided tours and are regulated by and adhere to applicable laws, which govern the industry.

3.3 The Forum Tour Manager is Sick, Injured or Absent

If Forum is aware of an absent or ill Tour Manager before the group arrives at their destination, a replacement Manager will be contacted and all the details of the tour will be communicated and confirmed.

If a Tour Manager is not at the airport waiting to greet the group, the Group Leader should call the Emergency Line and arrangements will be made for an employee of Forum or a person contracted by Forum to accompany the group until a Forum Tour Manager can be assigned.

A Forum team member will contact the Group Leader regularly to ensure they are satisfied with the proceedings and changes.

If the Group Leader has any critical issues or major incompatibilities with their Forum Tour Manager, they should contact the Emergency Line and discuss the issue with Forum. If needed, Forum will assess the possibility to change a Tour Manager in agreement with the Group Leader, as the Tour Manager is paramount to the success and safety of a tour.



A replacement will be assigned and a Forum employee or contracted personnel will accompany the group in the case of a delay in assigning a replacement Tour Manager.

4. GROUP ISSUES – PARTICIPANTS & CHAPERONES

4.1 Passports, Visas and Travel Documents

Before a group departs, there are many checks and meetings held by the Tour Consultant and Group Leader to discuss details of the tour including the necessity for all participants to have valid passports and any necessary visas.

In the unlikely event of travel documents being incorrect or missing, an adult chaperone from the group should accompany the student through the formalities with the assistance of the Forum Tour Manager. The Group Leader will advise the parents.

4.2 Cancellation of a Participant, Chaperone or Group Leader

In the event of a cancellation, the Group Leader must inform the Tour Consultant or a Forum team member, so the Forum Tour Manager and in turn the suppliers can be informed and updated.

4.3 Group Leader Claims Something is Missing from the Itinerary

Two to three weeks before departure, a final itinerary will be sent to and approved by the Group Leader. The approved itinerary will then be sent to the Forum Tour Manager with all of the reservations and tour details.

The Forum Tour Manager and the Forum Operations Department will do everything to accommodate a request from the Group Leader on their itinerary. Any changes to the itinerary during the tour will be passed on to the Tour Consultant, who will contact the client if there need to be any financial adjustments.

5. EMERGENCY MEDICAL PROCEDURES

5.1 Illness or Injury

The safety of our travelers is our top priority that is why all our travel programs include a protection plan with Travel Insured International.

If a member of the group becomes ill or is injured, the Forum Tour Manager will take the child to a health clinic or hospital. The next step is to contact the insurance company as soon as possible, the contact details will be in the Forum Tour Manager's group file.

If a student participant becomes ill or is injured, an adult chaperone or the Group Leader must stay with the student. It is the responsibility of the Group Leader to advise a parent or guardian of the situation. If an adult chaperone becomes ill or is injured, after the insurance company has been notified, they can determine the action they would like to proceed with.

If the Group Leader becomes ill or is injured and cannot resume their responsibilities, they must select an adult chaperone to undertake the Group Leader responsibilities.

In all cases, the Forum Tour Manager will contact the Forum Operations Department.



5.2 General Health

If a student participant is not feeling well or is in need of basic medical assistance such as pain killers, the Group Leader is responsible for ensuring the well-being of the participant unless they need to see a doctor – refer to procedure above.

6. GENERAL PROCEDURES

6.1 Conduct and behavior

The Group Leader is responsible for the supervision and general well-being of their group. In the event of student misbehavior, it is the responsibility of the Group Leader to discipline the students involved and decide what action to take as far as contacting parents and dealing with any situations that arise.

If the Forum Tour Manager witnesses any problems with behavior from the students, they will inform the Group Leader immediately.

All groups generally have a minimum complimentary chaperone ratio of one to ten students. Normally chaperones are teachers from the school; thus, they know the students well and will assist the Group Leader with issues relating to conduct and behavior.

6.2 Valuables Lost or Stolen

In the event of a theft or loss of items or valuables, the Forum Tour Manager should be informed immediately. She/he will contact the police or appropriate local authorities, and a report will be logged at the nearest police station.

6.3 Parent Sending Money to Student

If a parent needs to transfer money to their child, the best way is through Western Union. Through the Emergency Line, information will be passed to the Forum Tour Manager and arrangements will be made for the child to collect the funds.

6.4 Documents Lost or Stolen

The Tour Consultant will recommend that before departure, the Group Leader take photocopies of all participant passports and transportation tickets. In the event of lost passports or visas, the participant(s) will be accompanied to the appropriate Consulate, and the Forum team will assist them until the situation is resolved.

7. SAFETY PROTOCOL PROCEDURES

7.1 Ensuring safety

Our internal risk and operations teams are staffed by executives with decades of experience in contingency planning. Additionally, our partnership with Travel Insured International allows travelers access to expert medical care while on tour. Lastly, our team works closely with the U.S. State Department, International SOS, and our offices abroad to evaluate global conditions and advise clients when substantive issues arise.



7.2 24-hour emergency support

The safety and security of our traveling students and teachers is our top priority. All groups that travel with us have access to our 24/7 emergency support line. This number is printed on the Forum travel documents that are given to all travelers.

7.3 Reaching a child in case of an emergency

The easiest and fastest way to reach a traveler is to call their Forum Tour Manager when on tour (the tour manager's phone number is included in the last itinerary and last recommendations package) or to call their host family in case of an immersion or exchange program. They can facilitate communication with the child or the child's Group Leader in case of an emergency.

7.4 Harassment

If there is a complaint between students, it will be the Group Leader's responsibility to communicate with the involved parties and decide on the action to proceed with, for example contacting the police. The Forum Tour Manager and Forum Operations Department will be on hand to support the actions decided by the Group Leader.

If a stranger is involved in an altercation or any form of harassment with a member of the group, it should be brought to the attention of the Forum Tour Manager who can assist the participant(s) in filing a complaint against the offender with the police. The Forum team will be on hand to support the necessary actions.

If a Forum Tour Manager is involved in an altercation or any form of harassment with a member of the group, it should be brought immediately to the attention of the Forum Management Team who can assist the participant(s) in filing a complaint with the police. Forum has a No Tolerance Policy regarding such events. This No Tolerance Policy is directly in line with our Forum Child Protection Policy.

8. TERRORIST AND HEALTH THREATS

Forum's top priority is to ensure the safety of our groups while traveling. If a terrorist attack or health threat occurs at a destination while a group is on tour, a Forum representative will contact the families of the travelers to inform them of the situation and confirm the well-being of their child / partner.

8.1 Terrorist attack in the country where our group is traveling

If a terrorist attack occurs in a country where one of our groups is traveling, Forum will follow the instructions and recommendations of The Ministry of Interior / Department of Homeland Security of the visited country. Forum Management regularly monitors the travel alerts issued by the Ministries of Interior in destination countries and the US Department of State.

Forum will also follow instructions of local government (Police and Health Department) that are based where the attack has occurred and the Secretary of State of the United States, to find out if recommended or not to repatriate the group back to the United States.

A Forum Manager from our nearest office of the attacked site will be mobilized to provide support and assistance to the group.



In the case in which it is not mandatory by order of Local and/or International Forces to repatriate the group back to their country, Forum will provide the group with the possibility to change their itinerary or, if they wish, they will have the option to return to their country.

Each event has a very particular protocol that local law enforcement usually follow: to assess the situation, to alert, to mobilize, to safeguard, to house and resupply, to evacuate, and to report.

The Forum Tour Managers are continuously informed of the processes to be followed in case of a terrorist attack:

RUN and find a safe place:

- First consider a route. Is it safe? Will it put the group in the line of fire?
- To act quickly and quietly
- Leave belongings behind
- Running is a far better option than to surrender or negotiate

HIDE in a safe place if running is not an option:

- When looking for a hiding place, avoid dead-ends and bottlenecks
- The best hiding place will be substantially protected from gunfire
- If you've locked yourself in a room, barricade yourself in and move away from the door
- Stay quiet and don't shout for help
- Turn phones onto silent and switch off vibrate

8.2 Isolation by phone after a terrorist attack in the country where our group is traveling

If phone service is not available after a terrorist attack, a Forum Manager will contact the Local Forces (Police and Health Department) to confirm the safety of the group.

A Forum Manager from our nearest office of the attacked site will be mobilized to provide support and assistance to the group.

8.3 Health emergency in a country

If there is a health emergency in a country where one of our groups is traveling, we will follow the instructions and recommendations of the Ministry of Interior of the country and the local and/or international health authorities. Forum monitors regularly the travel alerts issued by the Ministries of Interior in our destination countries, the World Health Organization, and the Center for Disease Control and Prevention regarding health concerns, including global or local disease outbreaks (Zika, Ebola, Chikungunya, etc.)

Forum will follow instructions of the local and international health authorities and the Secretary of State of the United States regarding whether it is recommended or not to repatriate the group back to the United States.

A Forum Manager from the nearest office will be mobilized to provide support and assistance to the group.

In the case in which it is not mandatory to repatriate the group to their country, Forum will provide the group with the possibility to change their itinerary or, if they wish, they will have the option to return to their country.

Each event has a very particular protocol that the Local Forces usually follow: to assess the situation, to alert, to mobilize, to safeguard, to house and resupply, to evacuate, and to report.



CHILD PROTECTION POLICY

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1. INTRODUCTION
2. YOUNG PEOPLE'S RIGHTS
3. GENERAL CONDUCT AND BEHAVIOR
4. GOOD PRACTICES FOR FORUM STAFF
5. RECRUITMENT PROCESS AT FORUM

"At Forum we believe that all children and young people traveling with us have a right to feel safe and protected at all times. We will support their rights, wishes and feelings and encourage an atmosphere of mutual respect."

1. INTRODUCTION

This policy sets out the guidelines and procedures to be followed in regards to child protection issues by all Forum Staff in the management of its Educational Tours, Homestay and School Exchange programs. This will ensure that every child involved in a Forum program is safe, comfortable, and able to participate in a relaxed, protective environment.

The following points support this policy:

- Everyone under the age of 18 will be considered a child.
- The child's welfare is the paramount concern.
- All children have the right to protection from abuse.
- All children should feel safe and secure while using Forum services and/or when in the care of its staff.
- All suspicions and allegations of abuse will be taken seriously, reacted to appropriately, and actioned without delay.
- Staff working with children have an understanding of the issues surrounding child protection and are aware of good practice in relation to working with young people.

*** Throughout this document reference will be made to "Staff" this also applies to Tour Consultants, Tour Managers, Specialized Guides and other contracted workers who provide services on behalf of Forum.

2. YOUNG PEOPLE'S RIGHTS

Children have the right to:

- Be safe
- Be happy, have fun, and enjoy their activities
- Participate on an equal basis in activities which are appropriate to their ability and stage of development
- Be treated with dignity, sensitivity, and respect

FORUM

LANGUAGE EXPERIENCE

- Make comments and suggestions
- Make a complaint and have it dealt with through an effective complaints procedure
- Be afforded confidentiality where appropriate
- Have a voice in the running of their activity
- Be listened to
- Be believed
- Be acknowledged as an individual

Forum Staff have a duty to ensure these rights are upheld.

3. GENERAL CONDUCT AND BEHAVIOR

The Group Leader is responsible for the supervision and general well-being of their group. In the event of student misbehavior, it is the responsibility of the Group Leader to discipline the students involved and decide what action to take, as far as contacting parents and dealing with any situations that arise.

All groups generally have a minimum ratio of one chaperone to ten students. Normally chaperones are teachers from the school, so they will know the students and will assist the Group Leader with issues relating to conduct and behavior.

4. GOOD PRACTICES FOR FORUM STAFF

This section outlines the guidelines that Staff should follow when working with children. In addition to tackling abuse, it is good practice to ensure that children feel safe and comfortable while engaging in activities. To this end, this policy also includes direction regarding issues such as bullying, name-calling and horse-play either between children or between adults and children. The more secure and safe children feel during a Forum program, the more likely they, and adults, are to realize that any form of child abuse is unacceptable.

This approach is based on the following supporting principles:

- Staff should be properly recruited and managed, and appropriate training should be made available
- The development of all programs should encourage and foster the empowerment of the child
- All activities which involve children should recognize the needs of the child and be child-centered
- Staff should ensure an environment in which children can enjoy their participation
- All adults have a responsibility to be aware of the child protection policy
- Staff should be mindful of the fact that children with disabilities may be more vulnerable.
- Positive adult-child interactions are characterized by: An open and encouraging atmosphere which recognizes young peoples' voluntary engagement in activities and shows an awareness of the child's autonomy. This is set in an atmosphere which promotes the protection and rights of children.

Those working with children should:

- Always be accessible to others when working with children
- Avoid situations where they and a child are completely unobserved
- Ensure that male and female staff jointly supervise mixed activities, where possible



Those working with children should never:

- Engage in activities which could be considered physical or sexually provocative
- Allow or engage in any form of inappropriate touching
- Allow inappropriate language to remain unchallenged, including remarks between children
- Make sexually suggestive comments to a child or in the presence of a child
- Allow allegations by a child to go unreported, unrecorded, or not acted upon
- Do things of a personal nature that a child can do for themselves

Child Protection Training

- Each new member of Staff will receive child protection training, without which, they will not be permitted to work unsupervised with children.
- Forum Tour Managers and Specialized Guides must receive training prior to taking up each new appointment or annually whichever is appropriate to their work schedule.
- Staff should undertake training on a three year cycle.
- Child protection training will be tailored to the department in which Staff is in contact with children.
- Managers are responsible for ensuring that copies of training material used within departments are available and that good practice are disseminated to others.

Staff Responsibilities

Where possible, Staff should avoid:

- Spending time with a child or small group of children away from others

Staff should not:

- Take children on a journey alone
- Use any form of physical force on a child
- Exercise undue influence over a child in order to obtain personal benefit or reward
- Engage in rough physical games
- Make sexually suggestive comments about, or to, a child in the context of physical activity
- Take physical measurements or engage in testing without the presence of another adult

Policy Review

This policy will be subject to an annual review, following a reported incident and/or changes in legislation whichever comes first.

5. RECRUITMENT PROCESS AT FORUM

Selection of Tour Managers

Forum Tour Managers are recruited directly through our international offices and subjected to a rigorous selection process. All hired candidates are licensed professionals. This assessment is divided into the following categories:



- Number of years as a licensed professional working with students and minors
- Destination & geographical knowledge
- Management of emergency situation
- Previous employment references
- Language skills

Forum Tour Managers are with the group from arrival to departure and available 24 hours a day.

Selection of Tour Consultants

Forum Tour Consultants are recruited directly through our international offices and subjected to a rigorous selection process. All hired candidates have extensive work expertise in the travel industry and/or have vast personal or professional travel experience. Some Staff may also have a teaching background. Selection criteria are divided into the following categories:

- Number of years as a professional working in the travel industry
- Destination & geographical knowledge
- Previous employment references
- Language skills (English, Spanish & French required)

Forum Tour Consultants oversee all the details of your group. They address the group needs, concerns, requirements, and all questions from the first point of contact until the group returns home from their trip.



APPENDIX 1

STATE OF CALIFORNIA SELLER OF TRAVEL LAWS / REGULATIONS

§ 17550.1. Seller of travel

(a) "Seller of travel" means a person who sells, provides, furnishes, contracts for, arranges, or advertises that he or she can or may arrange, or has arranged, wholesale or retail, either of the following:

- (1) Air or sea transportation either separately or in conjunction with other travel services.
- (2) Land or water vessel transportation, other than sea carriage, either separately or in conjunction with other travel services if the total charge to the passenger exceeds three hundred dollars (\$300).

(b) Seller of travel does not include any of the following:

- (1) An air carrier.
- (2) An ocean carrier.
- (3) A hotel, motel, or similar lodging establishment where in the course of selling, providing, furnishing, contracting for, or arranging transient lodging accommodations and related services for its registered guests, it also arranges for transportation and does not directly or indirectly receive any money or other valuable consideration for arranging or providing that transportation.
- (4) A person or organization certified under Part 5 (commencing with Section 12140) of Division 2 of the Insurance Code, except such a person or organization shall comply with the registration and fee provisions of Sections 17550.20 and 17550.21 for each location at which air or sea transportation is sold either separately or in conjunction with other travel services.
- (5) A motor or rail carrier or water vessel operator holding the required permit, license, or other authority to operate from a state, federal, or other governmental entity.

(c) Notwithstanding any other provision of law, a reference in this article or Article 2.7 (commencing with Section 17550.35) to air or sea transportation or to an air or sea carrier, includes land or water vessel transportation, as described in subdivision (a), and a motor carrier or water vessel operator.

§ 17550.2. Advertise

"Advertise" means to make any representation in the solicitation of air or sea transportation, and includes communication with other members of the same partnership, corporation, joint venture, association, organization, group, or other entity.

§ 17550.3. Passenger

"Passenger" is a person on whose behalf money or other consideration has been given or is to be given to another, including another member of the same partnership, corporation, joint venture, association, organization, group, or other entity, for air or sea transportation, other travel services, or both, for that person.

§ 17550.4. Air carrier

An air carrier is a transporter by air of persons that operates under a certificate of convenience and necessity issued by the United States Department of Transportation or under the certification of a foreign government that is recognized by the United States Department of Transportation.

§ 17550.5. Ticket or voucher

"Ticket or voucher" means a writing that is itself good and sufficient to obtain the entire air or ocean transportation, or travel services, which the passenger has purchased.



§ 17550.6. Officially appointed agent

"Officially appointed agent" means an agent expressly appointed as such, without reservation, for a specified time period, in a written instrument executed by the principal or an authorized representative of the principal. The written instrument shall identify the current name, address, and telephone numbers of the principal and agent.

§ 17550.7. Participant in the travel consumer restitution fund

"Participant in the Travel Consumer Restitution Fund" is a registered seller of travel with its principal place of business in California, who does business with persons located in California, or is a registered seller of travel that does business in California, from one or more locations in California, and that meets the requirements of paragraph (16) of subdivision (e) of Section 17511.1.

§ 17550.8. Provider

"Provider" means the person or entity who actually provides any transportation or travel services.

§ 17550.9. Travel services

"Travel services" includes, but is not limited to, lodging, surface transportation, transfers, tours, meals, guides, baggage transfer, sightseeing, recreational activities, vehicle rental, or other travel-related services, however denominated, including, but not limited to, travel certificates, registration fees, and processing fees. "Travel services" does not include travel services rendered by providers of lodging such as a hotel, motel, or similar lodging establishment where the provider of lodging supplies only that service.

§ 17550.10. Travel certificate

"Travel certificate" means a writing that represents the holder is entitled to air or sea transportation or travel services, to a discount or reduced price for that transportation or those travel services, or to purchase that transportation or those travel services from a specified source, whether or not the holder is required to pay additional money or fulfill any requirements in order to utilize the certificate.

§ 17550.11. Adequate bond

(a) "Adequate bond" means a bond executed by an admitted surety insurer in an amount at all times no less than at least equal to the amount required to be held in a trust account pursuant to Section 17550.15 by any seller of travel in conjunction with such transportation, for the benefit of every passenger who sustains a monetary loss as a result of any violation of this article by a seller of travel or any failure by a seller of travel or by any official, agent, or employee of the seller of travel acting in the course or scope of his or her employment or agency. A seller of travel filing the bond shall maintain the bond in force in the proper amount as a condition of continuing to engage in business. The admitted surety insurer issuing the bond shall provide 30 days' written notice prior to cancellation or termination of the bond to the seller of travel filing the bond and the office of the Attorney General, Consumer Law Section. Cancellation of the bond shall not limit or exonerate the surety insurer from claims against the bond arising during the period it was in force.

(b) No passenger may recover upon the bond a sum greater than that which the passenger paid to the seller of travel, provided that this limitation shall not restrict a passenger from recovering sums greater than those paid to the seller of travel from sources other than the bond.

§ 17550.12. Repealed by Stats.1998, c. 924 (S.B.2175), § 5



§ 17550.13. Receipt of payment for air or sea transportation or other travel services; information which must be furnished to payor

(a)(1) A seller of travel shall not receive any money or other valuable consideration in payment for air or sea transportation or other travel services offered by the seller of travel unless at the time of or prior to the receipt of payment, the seller of travel first furnishes to the person making that payment written materials conspicuously setting forth the following information:

(A) The name and business address and telephone number of the seller of travel.

(B) The total amount to be paid by or on behalf of the passenger, amount paid to date, the date of any future payment, the purpose of the payment made, and an itemized statement of the balance due, if any.

(C) The name of the provider of the air or sea transportation, and the date, time, and place of each departure, or the circumstances under which the date, time, and place of departure will be determined.

(D) All terms and conditions relating to the air or sea transportation or travel services being purchased by the passenger, including cancellation conditions. An air carrier's or an ocean carrier's standard contract of carriage is not required to be disclosed prior to the seller of travel receiving any money or other valuable consideration.

(E) A clear and conspicuous statement that upon cancellation of the transportation or travel services, where the passenger is not at fault and has not canceled in violation of any terms and conditions previously clearly and conspicuously disclosed to and agreed to by the passenger, all sums paid to the seller of travel for services not provided will be promptly paid to the passenger, unless the passenger otherwise advises the seller of travel in writing, after cancellation.

(F) If the seller of travel is required by this article to have a trust account or bond, a clear and conspicuous disclosure stating: "California law requires certain sellers of travel to have a trust account or bond. This business has [a trust account] or [a bond issued by (company) in the amount of (\$X)]."

(G) If the seller of travel is a participant in the Travel Consumer Restitution Fund and the passenger, or the person making payment for the passenger, was located in California at the time of the sale of air or sea transportation or travel services, a clear and conspicuous notice of the right of the passenger, or the right of the person making payment for the passenger, to make a claim on that fund. The notice shall include a description of the losses covered, the method for making a claim, the time limit within which the claim shall be made, and the amount which may be claimed.

(H) If the seller of travel is a participant in a Consumer Protection Deposit Plan that meets the criteria set forth in subdivision (b) of Section 17550.16, a clear and conspicuous notice of the passenger's right to make a claim on the plan. That notice shall include a description of the losses covered, the method for making a claim, the time limit within which the claim shall be made, and the amount that may be claimed.

(I) If the seller of travel is a participant in a Consumer Protection Escrow Plan that meets the criteria set forth in subdivision (c) of Section 17550.16, a clear and conspicuous notice of the passenger's right to make a claim on the plan. That notice shall include a description of the losses covered, the method for making a claim, the time limit within which the claim shall be made, and the amount that may be claimed.

(J) If the seller of travel is not a participant, a clear and conspicuous disclosure that the seller of travel is not a participant in the Travel Consumer Restitution Fund. That disclosure shall be made both orally and in writing.



(K) If the seller of travel is a participant in the Travel Consumer Restitution Fund and the passenger or any person who made a payment on behalf of the passenger for travel services is located in California, a clear and conspicuous disclosure made both orally and in writing that the transaction is covered by the Travel Consumer Restitution Fund.

(2) There is no violation of this subdivision if both of the following occur:

(A) Compliance was rendered impossible as a direct result of an unforeseen condition beyond the control of the seller of travel.

(B) The seller of travel obtains from each passenger, written acknowledgment that the passenger has not received disclosure of the terms and conditions required by this section.

(b) If a seller of travel offers, sells, provides, or distributes a travel certificate as defined in Section 17550.10 and any passenger payment is nonrefundable, in whole or in part, the seller of travel shall obtain the written acknowledgment of that limitation from the end user prior to, or at the time of, receipt of any money or other valuable consideration.

(c) Notwithstanding any other provision of this section, if money or other valuable consideration is received from a customer to whom the seller of travel has sold air or sea transportation within the preceding 12 months and the disclosures required by this section are substantially the same as the disclosures given in connection with the prior travel, the disclosures required by this section shall be made within five days of receipt of that money or other valuable consideration.

(d) Notwithstanding any other provision of this section, if money or other valuable consideration is received in payment for air transportation and the seller of travel is an officially appointed agent in good standing of the Airlines Reporting Corporation and forwards the amount paid, without offsetting or reducing the amount forwarded by any amounts due or claimed in connection with any other transaction, to the airline providing the transportation or to the Airlines Reporting Corporation, the disclosures required by this section with respect to that air transportation may be made orally.

§ 17550.14. Transportation or travel service not provided; return of moneys paid or written statement of disbursements; terms and conditions of refund upon cancellation; material misrepresentations

(a) The seller of travel has an obligation either to provide the air or sea transportation or travel services purchased by the passenger or to make a refund as provided by this section. The seller of travel shall return to the passenger all moneys paid for air or sea transportation or travel services not actually provided to the passenger, within either of the following periods, whichever is earlier:

(1) Thirty days from one of the following dates:

(A) The scheduled date of departure.

(B) The day the passenger requests a refund.

(C) The day of cancellation by the seller of travel.

(2) Three days from the day the seller of travel is first unable to provide the air or sea transportation or travel services.

As used in this section, "unable to provide" includes, but is not limited to, any day on which the passenger's funds are not in the trust account required by Section 17550.15 and subdivision (g) of Section 17550.21 or the funds necessary to provide the passenger's transportation or travel services have been disbursed other than as allowed by Section 17550.15 or subdivision (a) of Section 17550.16.



(b) If the seller of travel has disbursed the passenger's funds pursuant to paragraph (1), (2), (3), or (4) of subdivision (c) of Section 17550.15 and the disbursement is in full payment for the services or transportation purchased by the passenger, the seller of travel may, instead of providing a refund, provide to the passenger a written statement accompanied by bank records establishing that the passenger's funds were disbursed as required by those provisions and, if disbursed to a seller of travel, proof of current registration of that seller of travel. A seller of travel who is exempt from the requirements of Section 17550.15 pursuant to subdivision (a) of Section 17550.16 and who is in compliance with subdivision (a) of Section 17550.16 may comply with this section by maintaining and providing to the passenger documentary proof of disbursement in compliance with subdivision (a) of Section 17550.16, and proof of current registration of the seller of travel to whom the funds were disbursed, which registration shall note that the registered seller of travel either has a trust account in compliance with Section 17550.15, or is exempt from the requirements of Section 17550.15 pursuant to subdivision (b) or (c) of Section 17550.16. This subdivision does not apply to refunds subject to subdivision (c) or (d).

(c) If terms and conditions relating to a refund upon cancellation by the passenger have been disclosed and agreed to by the passenger and the passenger elects to cancel for any reason other than a seller of travel being unable to provide the air or sea transportation or travel services purchased, the making of a refund in accordance with those terms and conditions shall be deemed to constitute compliance with this section.

(d) Any material misrepresentation by the seller of travel shall be deemed to be a violation of this article and cancellation by the seller of travel, necessitating a refund as required by subdivision (a).

§ 17550.15. Sellers of travel; deposit of money into trust account; withdrawals; responsibilities; bond

(a) This section applies to a seller of travel as defined in Section 17550.1.

(b) The seller of travel shall deposit directly into a trust account in a federally insured bank, savings and loan association, or credit union 100 percent of all sums received from any person or entity, including, but not limited to, those payments made in cash, by credit card, or any other method of payment, for air or sea transportation for any person, or for any travel services offered by the seller of travel, and any refunds made by carriers or providers of travel services. This subdivision does not require that a seller of travel establish a separate trust account for each transaction.

(c) The seller of travel shall not in any manner encumber the corpus of the trust account and shall not withdraw money there from except as follows:

(1) In partial or full payment to the carrier for transportation, or to the provider of travel services, for the services or transportation purchased by the passenger.

(2) In partial or full payment to the carrier or provider of travel services if payment is made by wire transfer directly to an account of the Airlines Reporting Corporation, or by check or draft paid to the Airlines Reporting Corporation for the transportation or services contracted for by the passenger.

(3) Upon delivery of all tickets or vouchers necessary for the passenger to obtain from the carrier or provider of travel services the transportation or services purchased by the passenger, at which time the seller of travel may withdraw the portion of the sum paid by the passenger that is due the seller of travel as compensation for sale of the transportation or travel services to that passenger. Tickets or vouchers shall be deemed delivered if personally delivered, turned over to an independent third-party delivery service for regular delivery to the passenger at the address designated by the passenger on the next business day, or deposited in the United States mail with first-class postage prepaid.



(4) Upon full payment to the provider of transportation or travel services, directly to the trust account identified in the registration of another seller of travel to whom the funds are paid, or to another registered seller of travel whose registration states that the other registered seller of travel is exempt pursuant to subdivision (b) or (c) of Section 17550.16 from the requirements of this section, of the total amount that is required by the carrier or provider of transportation or travel services or other registered seller of travel in order to provide the transportation or services purchased by the passenger, at which time the seller of travel may withdraw from the trust account that portion of the sum paid by the passenger which is commission due the seller of travel for sale of the transportation or travel services to that passenger.

(5) To make refunds to the passenger.

(d) Subdivision (c) shall not prevent payment of the interest earned on the trust account to the seller of travel.

(e) The seller of travel shall serve as trustee of the trust accounts required by this article. If an individual person is the seller of travel, the individual person shall be the trustee; if the seller of travel is a corporation, partnership, limited liability company, or other legal entity, a managing partner or partners, or the chief executive officer of the corporation, or executive officer or manager of a limited liability company shall be the trustee. The trustee may designate in writing that an officer or employee may manage the trust account if that officer or employee is under the trustee's supervision and control, and the original of that writing is on file with the Attorney General's office.

(f) (1) Except as otherwise provided in this section, all trust accounts required by this article shall be maintained at a branch of a federally insured bank, savings and loan association, or credit union.

(2) The seller of travel shall file with the Attorney General an irrevocable agreement in writing allowing the Attorney General, a district attorney, or their representatives, upon written request, to examine and obtain copies of all business records, including, but not limited to, those related to the trust account wherever those records may be, and including, but not limited to, those records relating to any travel business account, or any account used for any travel business transaction, or account to which trust funds have been deposited. The statement shall indicate that the authorization remains in effect as long as the seller of travel, financial institution, or other custodian of records retains records.

(3) A seller of travel shall maintain all business records described in paragraph (2) for a minimum period of three years.

(4) The Attorney General may maintain an action for recovery of examination costs and expenses in any court of competent jurisdiction, and may recover his or her reasonable costs and attorney's fees as an item of costs, as provided for in paragraph (10) of subdivision (a) and paragraph (5) of subdivision (c) of Section 1033.5 of the Code of Civil Procedure. Costs and expenses for an examination under this section shall be paid for by the seller of travel if the Attorney General bills the seller of travel for those costs and expenses, provided that the examination shows that the seller of travel has failed to comply with any requirements of this chapter.

(g) Every seller of travel has a fiduciary responsibility with respect to all sums received for transportation or travel services.

(h) The following are deemed to be held in trust for passengers:



(1) All sums received by the seller of travel for transportation or travel services whether or not required to be deposited in an actual trust account and regardless of whether any of these sums were required to be deposited or actually were deposited in a trust account.

(2) All property with which any of the sums described in paragraph (1) has been commingled if any of these sums cannot be identified because of the commingling.

(i) Upon any judicially ordered distribution of any money or property required to be held in trust and after all expenses of distribution approved by the court have been paid, every passenger has a claim on the trust for payments made for transportation and other travel services not provided. Unless a passenger can identify his or her funds in the trust within the time established by the court, each passenger shall receive a proportional share based on the amount paid.

(j) The seller of travel is not required to comply with the direct deposit requirement set forth in subdivision (b) if all of the following apply:

(1) The payment is made by credit card.

(2) The seller of travel does not deposit, negotiate, or factor the credit card charge or otherwise seek or obtain payment of the credit card charge or the crediting of the amount of the credit card charge to any account over which the seller of travel has any control.

(3) (A) If the charge includes transportation, the carrier that is to provide the transportation processes the credit card charge.

(B) If the charge is only for services, the provider of services processes the credit card charge.

(k) In lieu of the trust account required by this article, an adequate bond as set forth in Section 17550.11 may be maintained by the seller of travel. Prior to the advertisement of transportation or services, or both, by the seller of travel, the seller of travel shall file a copy of that bond with the Attorney General.

FORUM

LANGUAGE EXPERIENCE

APPENDIX 2

STATE OF CALIFORNIA SELLER OF TRAVEL



State of California
DEPARTMENT OF JUSTICE

380 South Spring Street, Suite 1102
Los Angeles, CA 90013
Telephone: (213) 259-6164
Facsimile: (213) 731-2118
E-mail: sellers.travel@doj.ca.gov
website: <http://og.ca.gov/travel>

SELLER OF TRAVEL PROGRAM

Zachary Richardson
Prometour USA, Inc.
2700 Adams Ave
Suite 205
San Diego, CA 92116-1367

April 19, 2022

SELLER OF TRAVEL ACKNOWLEDGEMENT OF REGISTRATION

This letter acknowledges your registration as a Seller of Travel with the California Seller of Travel Program, Office of the Attorney General. Your registration number is:

2061627-40

Your registration is valid until **March 31, 2023**, and must be renewed before that time. A certificate of Registration as a Seller of Travel is enclosed which shows your assigned Registration Number, your registration type, and your expiration date.

Certain disclosures about Travel Consumer Restitution Fund participation and the rights of consumers are required on all of your advertising and sales solicitation materials. Please refer to our Seller of Travel website regarding these and other required disclosures. Sample disclosure language is provided for your assistance at the Seller of Travel Program's website:
<https://og.ca.gov/sites/all/files/gweb/pdfs/travel/disclosure.pdf>

Also enclosed is a document entitled "Disclosures From Sellers of Travel" which summarizes additional disclosures that must be provided to customers on their travel itinerary or receipt.

Based on the information you have provided this office, you have been registered as a Seller of Travel which is required to use a trust account. You must deposit all passengers' funds directly into the trust account(s) you have identified in your application, and make withdrawals only in compliance with Section 17550.15 of the Seller of Travel law.

SELLER OF TRAVEL PROGRAM
Office of the Attorney General

Version: 2015-04-28

COJ/EAL 120901

FORUM

LANGUAGE EXPERIENCE



State of California
DEPARTMENT OF JUSTICE

SELLER OF TRAVEL PROGRAM

309 South Spring Street, Suite 1762
Los Angeles, CA 90033
Telephone: (213) 268-6564
Facsimile: (916) 731-2116
E-mail: sellers.travel@doj.ca.gov
Website: <http://oag.ca.gov/travel>

**State of California Seller of Travel
Certificate of Registration**

Prometour USA, Inc.

Participant in the Travel Consumer Restitution Fund

Registration #: 2061627-40

Expires: March 31, 2023

**This business is required to deposit
100% of all customer funds into a
business client trust account.**

**Registration as a seller of travel does not
constitute approval by the State of California.**

Version: 2015-01-28

CAZ/M 15043

info@forumbyprometour.com • forumbyprometour.com • 1 888 282 0991



CERTIFICATE OF LIABILITY INSURANCE

DATE
05/10/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Affinity Insurance Services Aon Affinity Travel Practice 900 Stewart Avenue, 4th Floor Garden City, NY 11530	CONTACT NAME: Kenneth Whitman PHONE (A/C, No, Ext): 1-(800) 803-1213 FAX (A/C, No): (516) 294-1821 E-MAIL ADDRESS: kenneth.whitman@aon.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Arch Insurance Company (AIC)</td> <td>11150</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Arch Insurance Company (AIC)	11150	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURER D:														
INSURER E:														
INSURER F:														
INSURED Prometour USA, Inc 2700 Adams Avenue #205 San Diego, CA 92116														

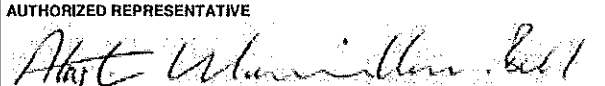
COVERAGES	CERTIFICATE NUMBER	REVISION NUMBER
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X		TAP0194017-01	05/14/2022	05/14/2023	EACH OCCURRENCE	\$5,000,000
							DAMAGE TO RENTED PREMISES (Each Occurrence)	\$50,000
							MED EXP (Any one person)	\$10,000
							PERSONAL INJURY	\$5,000,000
							GENERAL AGGREGATE	\$5,000,000
							PRODUCTS - COM/OP AGG	
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X		TAP0194017-01	05/14/2022	05/14/2023	COMBINED SINGLE LIMIT (Ea accident)	\$5,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION		N/A				EACH OCCURRENCE	
							AGGREGATE	
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) Y/N <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	
							E.L. DISEASE - EA EMPLOYEE	
							E.L. DISEASE - POLICY LIMIT	
A	<input type="checkbox"/> ERRORS & OMISSIONS PROFESSIONAL LIABILITY	X		TAP0194017-01	05/14/2022	05/14/2023	EACH NEGLIGENT ACT OR NEGLIGENT OMISSION	\$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is included as an Additional Insured but only with respect to the operations of the Named Insured in connection with the travel and/or tour services provided.

CERTIFICATE HOLDER Student & Youth Travel Association 2231 Crystal Drive Suite 204 Arlington, VA 22202	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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TERMS AND CONDITIONS

TRIP ENROLLMENT, PRICE, AND PAYMENT

Enrollment

When you enroll for a trip with Forum, you accept our Terms and Conditions. Your payments and participation in the trip is your continuing acceptance of our Terms and Conditions. Your enrollment will be confirmed once you have submitted the online enrollment form and paid your deposit. A \$50 enrollment fee applies to your online account upon enrollment. This fee is non-refundable should you choose to cancel your participation.

Group Confirmation

If a group does not reach the minimum number of travelers, the trip may be cancelled with no cancellation fees or postponed with updated pricing based on the new dates. Travelers who wish to postpone may roll over their registration to the new dates and their full amount paid will apply towards the cost of the new trip.

Price

All prices are quoted in your local currency unless stated otherwise.

Prices are calculated using the exchange rates and tariffs in place on the date of your quote.

Forum reserves the right to adjust the trip price and apply surcharges up to 15 days prior to departure in the event of:

- Significant change of the exchange rate
- Itinerary modifications or change in your group size according to the price list
- Significant increases in transportation costs due to fuel surcharge and/or any domestic/international departure or arrival taxes, security charges, or any other types of charges imposed by airlines, airports, governments, etc.

Adult Supplement

The pricing of our trips is based on student rates for reservations. For a paying adult traveler, a flat rate supplement of \$20 per activity day is included in the price at the time of enrollment.

Rooming Guarantee Supplements

The pricing for our trips is based on multiple occupancy (3-4 students per room). Double and single occupancy are also available for a supplement of \$50 and \$100, respectively. Paying adult traveler must select double or single occupancy at the time of enrollment. These supplements only cover hotel nights; they do not cover night accommodation on trains, cruise ships, or ferries.

Payment

- Payments must be paid based on the schedule of payments listed on the trip itinerary.
- We accept all major credit cards, personal checks, and money orders. A deposit is payable at the time of enrollment in order to guarantee the reservation. Your payment will not be deemed made until Forum receives it. Participants that do not make a deposit within seven days of enrollment may be moved to the cancelled list and their spot will no longer be guaranteed.
- Payments must be paid based on the schedule of payments required and the full balance must be paid prior to departure.
- If a payment is denied by the participant's bank, a \$50 non-sufficient fund fee will be charged.

TYPE OF TRIP	INITIAL DEPOSIT
Land-based trip (bus or train)	\$300
Flight-based trip*	\$500

** For groups with less than 10 participants, the full price of individual flight tickets must be paid to guarantee a traveler's spot.
**If a participant enrolls after the final balance is due, he/she must pay in full at the time of their enrollment. A late registration fee of \$200 will apply.*

Refunds

No refund will be made for any unused travel services or any portion thereof, nor is the price or value of unused travel services exchangeable for alternative services.

Payment Protection Coverage

Forum is registered with the State of California Seller of Travel Program, registration number 2061627, and its contact information is at the end of these Terms and Conditions.



CANCELLATION AND FEES

Participant Cancellation

Participants wishing to cancel their trip must inform Forum immediately. The Group Leader is also authorized to cancel participants from a trip and give notice of cancellation on behalf of participants. Lastly, Forum may cancel participants from a trip due to unpaid balances and severely delinquent accounts. In all cases, notice of cancellation must be made in writing and the cancellation date will reflect the date the written notification is received. Additionally, in all cases, Forum reserves the right to charge cancellation fees per the schedules below and to update the tour cost for the remaining participants based on the pricing brackets in the itinerary.

Group Cancellation by Group Leader or School District

A Group Leader or School District may also choose to cancel the trip for all participants. Notice of cancellation must be made in writing and the cancellation date will reflect the date the written notice is received. In this case, Forum is not liable to participants and will apply cancellation fees per participant per the schedules below.

Forum is not responsible if the Group Leader, chaperones, or participants choose to cancel or not participate in a trip. Forum will apply cancellation fees as listed below.

Group Cancellation by Forum

We reserve the right to cancel a trip. In such case, our liability will be limited to the purchase price of the travel services only, and we shall not be liable for any claims, demands, losses or damages you may have by reason of our cancellation of the travel services.

Trips canceled due to country instability, based on a "Travel advisory" issued by the US Department of State, for the destination country(s) of your trip will be postponed if feasible. In the case your trip cannot be postponed, refunds are provided on a case-by-case basis, dependent on reimbursements received from the travel suppliers. Forum will not take into consideration any other cautions or alerts issued by any other government or agency.

Insurance

Forum offers a standard travel protection plan that is included in the tour cost for most trips, as well as an additional upgrade for "Cancellation for Any Reason" (CFAR) for participants who wish to purchase it (CFAR is not available for residents of New York). Group Leaders and participants may also wish to purchase their own travel insurance policy from a private insurer. In the case of cancellations with cancellation fees, the cost of the additional CFAR upgrade will be added to the cancellation fees if it was purchased.

Cancellation fees for trips with flights, train, or ferry

DATE OF CANCELLATION	FEES
More than 9 months prior to departure	\$50*
Beginning 9 months prior to departure	\$300
Beginning 6 months prior to departure	\$600
Beginning 4 months prior to departure	50% of trip cost
Beginning 2 months prior to departure	100% of trip cost

For groups with individual flight tickets purchased, the cost is non-refundable and will be added to the cancellation fees.
*Enrollment fee.

Cancellation fees for trips without flights, train, or ferry

DATE OF CANCELLATION	FEES
5 months (or more) prior to departure	\$50*
Beginning 5 months prior to departure	\$100
Beginning 4 months prior to departure	\$200
Beginning 3 months prior to departure	50% of trip cost
Beginning 2 month prior to departure	100% of trip cost

* Enrollment fee.

Calculating Time of Cancellation

Time of cancellation is calculated based on the same day of the month as the trip departure date. For example, if a trip departure date is January 30th, 2 months prior is November 30th. In cases where departure is on the last day of the month and the month prior only has 28 or 30 days, the deadline will default to the last day of the month prior. For example, if a trip departure date is April 30th, 2 months prior is February 28th. If the trip departure date changes, cancellation deadlines will change accordingly.

Reimbursement Process & Timing



Forum will reimburse you for the amounts due, excluding any offsets, within 30 days of:

- (a) The scheduled date of departure.
- (b) The day the cancellation notice is received by either the participant, Group Leader, or Forum.

The participant agrees that no interest will be paid on refunds.

Refunds will only be made by check, regardless of the payment method used.

If the participant opens any payment disputes, refunds will be withheld by Forum until the disputes are resolved.

MODIFICATION AND FEES

Trip Modification Made by Participant or by Group Leader

If there is a trip modification, you agree to pay any additional charges due to the modification by the deadline provided and before departure. Additional charges resulting from modifications or additions made by a group leader must be paid by all participants.

Trip Modification Made by Forum

We reserve the right to modify a trip by substituting similar services or making other changes as necessary based on availability of accommodations or vendors. Furthermore, suppliers have the right to substitute other suppliers in their place with or without notice. In all cases, you will receive a comparable or superior service. During local festivities, national holidays, strikes, demonstrations, or other events beyond our control, access to certain facilities such as museums, restaurants, sightseeing tours, or shopping may be limited or not available. Weather conditions may cause delays, modification, or cancellation of services. Forum does not accept responsibility in such cases. Alternatives will be offered whenever possible.

RESPONSIBILITIES

Travel Interruption

After the trip has commenced, should you withdraw or abandon the trip or if you should be prevented from traveling by any of Forum's vendors (e.g., insufficient identification), you relinquish all claims for funds and agree that Forum is entitled to retain the funds. In case of illness or physical limitations, you must obtain a medical certificate or declaration from a health care provider and file an insurance claim. Forum will not reimburse you for any payments but will provide you with the information to submit your claim to the insurer. Forum makes no representation or guarantees concerning reimbursements of funds paid under any insurance claim.

Health and Capabilities

- The pace of a trip varies, but in general, they require participants to be in good physical and mental health. Please inform your Tour Consultant of any physical disabilities or limitations. We recommend that participants seek medical advice before departure.
- Passengers requiring food complying with special diets should make a request at the time of registration. Forum will do its best to meet these requests, however some of Forum's vendors may not be able to accommodate all requests.

Passport, Visas & Administration

The participant is responsible for obtaining all visas, passports, entry documents, health requirements and any documents required by laws, regulations, orders and/or requirements of the countries to be visited. We suggest that this process be completed well in advance of departure. Non-US or non-Canadian citizens must consult appropriate consulates to determine if any visas are needed; failure to do so may result in refusal of travel.

All passengers traveling internationally are required to have a passport. Most countries require that the passport be valid for at least six (6) months beyond the conclusion of your trip. In addition to appropriate travel documents for your destinations, minors (travelers under 18 years old) traveling to any foreign destination when not accompanied by both parents, must have a "Travel Consent Form" stating that the child is traveling to a foreign country with the permission of the parents/legal guardian, under someone else's care.

The "Travel Consent Form" must be signed by both parents (or the sole, documented custodial parent) and must be notarized for some destinations (e.g. Mexico, Costa Rica). If a minor is living with only one parent, the affidavit must be signed by that parent and be accompanied by a copy of their legal custody agreement.

It is the sole responsibility of the participant to provide proper documentation. Names on airline tickets must be identical to the passenger's passport. No refunds will be made for improper documentation resulting in denied boarding or entry.

Travel Insurance Coverage

All groups traveling by plane are covered by Forum's complete cancellation, travel protection and emergency medical insurance package. All land-based international trips include Forum's emergency medical insurance package. These programs are not optional and can only be revoked for a group with a signed insurance waiver.

Conduct and Behavior

The Group Leader and their authorized chaperones are responsible for the supervision and general well-being of their group. In the event of student misconduct, it is the responsibility of the Group Leader and chaperones to discipline the students involved and take the steps



necessary to resolve the situation such as contacting the students' parents. If the Forum Tour Manager witnesses any issues with student behavior, they will inform the Group Leader immediately.

If a Group Leader decides that a student is no longer able to participate in the trip due to behavior issues, cancellation fees will be applied following Forum Language Experience Terms and Conditions without exceptions. Should the Group Leader decide to send a student home for behavioral issues during the trip, all expenses related to the early trip termination must be paid for by the parent(s)/legal guardian of the child.

Liability

Forum takes pride in selecting quality travel partners (i.e. airlines, hotels, ground transport companies, etc.). Your Forum program begins when you leave from your program's established departure city and ends upon completion of the program's services. Forum's travel partners are independent parties over which Forum has no direct control. Forum, its affiliates, directors, officers, employees, teacher/group leader, and school cannot be held responsible for events beyond their control, including but not limited to war, civil unrest, politically motivated acts of violence, acts of God, terrorist activities, strikes, or government restrictions. Forum is not responsible for personal injury, death, property damage, baggage and personal effect loss or theft, in the absence of Forum's gross negligence. This includes any injury, death or damage arising from either an act or omission related to the use of any vehicle, host family, school, airline, hotel, tour operator, transportation company, sightseeing contractor or other firm, company, agency or individual. As part of your agreement to travel with Forum, you have agreed to arbitrate any disputes related to injury, death, or damage. Forum is not responsible for the behavior of participants on a trip - this is the sole responsibility of the group leader, participants, and chaperones.

Airlines and Airports

Participant(s) are subject to the terms and conditions of the airline, which constitute the sole contract between airline and passenger. Flight delays and schedule changes are the sole responsibility of the airline. Any domestic and international departure or arrival taxes, security charges, fuel surcharges, baggage fees or any other charges imposed by airlines, airports, governments etc. are subject to change without notice due to legislation beyond our control. Forum reserves the right to pass on said changes to each passenger. Additional tickets may be requested up to a maximum of 45 days prior to departure and may incur additional fees. Alternate return-date requests are limited to 10% of the total group size. It is not possible to alter your return/departure point or flight route. The deadline to submit a request for an alternate return is 90 days prior to departure. A \$200 Forum Service Fee will be applied for processing your request and will be upheld if you choose not to take the option we offer. You will be informed of the final cost including any applicable airline supplements before changes are made. Any additional changes will incur fees as previously mentioned.

Governing Law

California law, without regard to its conflict of laws principles, shall govern and enforce this Agreement, regardless of where the services are performed, or parties reside.

Claims and Statute of Limitations

Either Party may initiate dispute resolution proceedings by emailing or mailing a written notice to the other party within six months of the occurrence or six months of when the Party first had knowledge of the dispute issues. Both parties agree to waive all disputes where written notification was not provided within six months of when that claim arose.

Negotiation.

As a condition precedent to arbitration or any other dispute resolution, the Parties agree to enter negotiation to resolve any dispute. After a party receives a notice of a claim, both Parties agree to submit a written statement of their position and then negotiate in good faith to reach a mutually agreeable settlement within sixty days, or another reasonable amount of time as agreed by the Parties.

Insurance

If any claim is covered by insurance, as a condition precedent to filing arbitration, that Party agrees to file its insurance claim directly with the insurer prior to filing arbitration.

Arbitration

If negotiations are unsuccessful in resolving a dispute, it, except those within the exclusive jurisdiction of the Small Claims Court, shall be submitted to binding Arbitration with Judicate West applying the American Arbitration Association Rules, unless the parties mutually agree otherwise in writing. Any claim whether in the Small Claims Court or arbitration must be filed within 150 days from the date when notice was first sent to the opposing party. The Parties intend this paragraph to be a self-executing arbitration clause. The arbitration shall take place within 120 days after filing for arbitration, unless the parties stipulate otherwise. The Parties agree that all claims, whether in court or arbitration shall be filed in San Diego County.

Mediation

A condition precedent to any arbitration decision is that within 60 days after the initial filing arbitration, a person from each Party with sufficient authority to resolve the case, and their legal representative, agrees to meet in-person to mediate the dispute. The place of the meeting shall be within San Diego County, and if the parties cannot agree on a location, it shall take place at the office of Forum. Each party agrees to pay one-half the costs of the Mediation. No less than 10 days prior to the mediation, each party agrees to submit a brief written statement of its position to the opposing Party. If either party fails to appear in person, that party must pay all the mediation costs as a condition precedent to further dispute resolution.



Settlement Offer

Either Party may offer a written settlement proposal to the opposing party at any time that is valid for 15 days. The Prevailing Party is the Party who makes a Settlement Offer, and obtains an arbitration award or a later Settlement Offer from the opposing Party that is equal to or exceeds its earlier Settlement Offer. A Party who files a claim in Court, instead of according to the terms of this dispute resolution section, shall not be a Prevailing Party, even if it wins substantially all its claims in arbitration and exceeds its Settlement offer.

Attorney's Fees and Costs

Attorney's fees and costs shall be awarded to the Prevailing Party in an arbitration. Costs shall be awarded to the Prevailing Party from the inception of the dispute. Attorney's fees and costs shall be awarded beginning with the date the Prevailing Party made its Settlement Offer.

Lawsuit

If either party files suit, other than a Small Claims lawsuit or to enforce arbitration, the Court shall award attorney fees against the party filing the suit, regardless of the outcome of that suit, in an amount of the actual attorney fees paid by the Plaintiff plus the unpaid billings of the current and prior month. The parties agree that the court is not authorized to award an amount less than the fees actually incurred.

Venue

Any lawsuit, mediation or arbitration shall take place in the City of San Diego. Parties waive any objection to personal jurisdiction and venue.

Statutory Notices California Corporations Code § 17550.13

California law requires certain Sellers of Travel to have a trust account or bond. This business has a trust account. Forum is a seller of travel and a participant in the California Travel Consumer Restitution Fund (<https://www.icrcinfo.org/>). A passenger, or the person making payment for the passenger, who was located in California at the time of the sale of air or sea transportation, or travel services, has a right to make a claim on that fund. The losses covered include travel services that you paid for but did not receive. You must file your claim on the forms provided by the California Travel Consumer Restitution Fund. If you file a claim with the California Travel Consumer Restitution Fund, you forfeit your right to file a claim against Forum. The time limit for making a claim is one year from the date of completion of the travel for which you claim a refund. Your claim must exceed \$50 and cannot exceed \$15,000. There is a filing fee to file your claim with California Travel Consumer Restitution Fund. Forum operates only in California and does not participate in any other State's seller of travel program or restitution fund. If a participant is outside the State of California, he/she is not eligible to file a claim to the California Travel Consumer Restitution Fund.

Privacy Notice

When you enroll for a trip with Forum, you will be asked to submit personal information such as your name, address, email address, gender, phone number, date of birth and passport number. We will share your personal information with suppliers (e.g. airline, hotel, insurance and activity providers) only when necessary to fulfill your program requirements and reservations. We will never sell or rent your personal data to third party companies. By enrolling in our programs through our online platform, you are authorizing us to disclose to our suppliers the information required to complete the program requested and fulfill related requirements such as insurance and medical coverage.

Financial Security

We take precautions to protect your information. When you submit sensitive information via the website, such as credit card data, your information is protected and does not remain stored in our system.

These Terms and Conditions were updated February 8th, 2023, and apply for travel departing after September 1st, 2023.

Contact

Prométour USA Inc., a California corporation
Dbas "Forum Language Experience" or "Forum by Prométour"
www.forumlanguageexperience.com
2700 Adams Avenue Suite 205, San Diego, CA 92116-1352
Phone: +1 619 432-0249 / +1 888 282 0991
Fax: +1 619 432 0261
Email: Info@forumlanguageexperience.com

Viaje Escolar 2024

[La Fiesta February 16-25, 2024](#)

This will be a 10 day trip to Spain during February vacation. Students will be immersed in the Spanish language and visit some of Spain's most important cultural and historical sites.

Where : Spain

- When : Departing Friday night, February 16, 2024-Sunday, February 25 return
- Who : Any MHS students enrolled in MHS Spanish, open first to seniors and juniors and depending on numbers open to lower grades with a maximum of about 30 students.
- Chaperones: Candice Sliney, trip leader, Laura Álvarez, Monika Pasquini and Elmer Magaña
- Funding : Depending on number of participants, the price will range from \$4,304 (-\$50.00 discount for autopayment plan) ---which includes basic insurance plan or you may purchase premium insurance for an additional amount between \$350-\$500.

The current price is valid for enrollment with deposit by July 1st. Chaperones will support any fundraising that students would like to participate in. Full payment deadline is November 1, 2023.

- Includes:
 - Additional 24 hour ACIS tour manager in Spain who accompanies the group for the entire visit
 - All transportation
 - 9 nights in hotel in a shared room
 - All breakfasts and dinners
 - All activities including visits to Reina Sofia Museum and Prado Museum
 - 1 chaperone per 7 students
- Accommodations : 3-4 star hotels
- Premium Insurance: [Supplemental Premium Insurance](#)
- General itinerary : Our activities will include many cultural experiences but here are the highlights:
 - Madrid tour
 - Reina Sofia Museum
 - Prado Museum
 - Toledo tour-Gothic Cathedral, Synagogue, Church of Santo Tomé
 - Cordoba tour: Mosque tour
 - Seville tour, Seville by bike, Seville Cathedral and Giralda Tower
 - Paella Dinner
 - Granada Tour: Alhambra and Generalife Gardens
 - Flamenco lesson, dinner and show
 - beach
- Insurance : Mandated for participants is the CFAR insurance that allows parents to cancel a trip for ANY reason up to 48h before the trip and receive 75% of the cancellation fees.

FEB 16-25, 2024

Group Leader
Candice Sliney

Group Leader ID
244719



La Fiesta

WHAT'S INCLUDED

- ✈ Round-Trip Flights
- 🍽 Daily Breakfast and Dinner (unless otherwise noted)
- ★ 3- or 4-Star Hotels
- 👤 24-Hour Tour Manager
- 🏠 Centrally Located Hotels
- ★ Start Exploring
- 📍 Global Network
- 🚗 All Local Transportation
- 🎧 Personal Headsets Included Throughout Tour
- 📍 Madrid Tour with Guide
- 📍 Reina Sofia Museum
- 📍 Prado Museum with Guide and Reservation
- 📍 Toledo Tour with Guide
- 📍 Toledo Gothic Cathedral, Synagogue, Church of Santo Tomé
- 📍 Córdoba Tour with Guide
- 📍 Córdoba Mezquita with Audio Guides
- 📍 Seville Tour with Guide
- 📍 Seville Cathedral and Giralda Tower
- 📍 Seville by Bike
- 📍 Paella Dinner
- 📍 Granada Tour with Guide
- 📍 Alhambra and Generalife Gardens Tour with Guide
- 📍 Flamenco Lesson, Dinner and Show in Granada

TRIP ITINERARY

10 Days | Overnights: Overnight Flight (1), Madrid (3), Seville (2), Granada (1), Costa del Sol (2)



OUR PROMISE

Travel Changes Lives

In educational travel, every moment matters. Pushing the experience from “good enough” to exceptional is what we do every day. Our mission is to empower educators to introduce their students to the world beyond the classroom and inspire the next generation of global citizens.





TOUR COST

Depart From: Boston

Cost per Traveler

\$4304

\$535 per month using an automatic payment plan

Full Payment Deadline

11/1/2023

Cost Breakdown

Program Fee \$4287

Early Registration Discount \$-100

Prepaid Tipping \$117

Total Cost \$4304

Valid through 7/1/2023

Additional Fees (as applicable)

Adult Surcharge \$100

Single Room Supplement \$760

Double Room Supplement \$400

Ultimate Protection Plan \$350

Ultimate-Plus Protection Plan \$500

NOTES FROM ACIS

Save \$50 off your Total Participant Fees if you pay for your trip through E-Check or our Automatic Payments Plan.

All registered participants can enjoy the convenience and savings of having payments automatically withdrawn from a checking account with an Automatic Payment Plan. To learn more, visit [acis.com/autopay](https://www.acis.com/autopay).

Adult travelers over 21 should add in the Adult Surcharge and Double or Single Room Supplement to calculate Total Cost.

This educational travel program is not school or district sponsored unless expressly stated by the Group Leader.



ACIS TRIPSITE

Scan the code to view your group's Tripsite and learn more details about your upcoming trip, and to register!

Get Started Today

ONLINE:

Scan the above QR code or visit www.acis.com/findmytrip and enter your Group Leader's ID and last name and click Register Now when you're ready to sign up.

MAIL:

If you prefer, send your completed registration form to:
ACIS
330 Congress Street, Suite 5
Boston, MA 02210

QUESTIONS?

Contact Traveler Support via:
Live Chat on [acis.com](https://www.acis.com) or
Email accounts@acis.com

FULL ITINERARY

DAY 1, FEB 16, 2024: OVERNIGHT FLIGHT

Depart from the USA.

DAY 2, FEB 17, 2024: MADRID

¡Bienvenidos a España! Arrive in Madrid, meet your ACIS Tour Manager and settle in before exploring the wide avenues and open plazas of Spain's capital city. (D)

DAY 3, FEB 18, 2024: MADRID

Madrid's rich heritage comes alive on your guided sightseeing tour of classic Spanish boulevards, grand plazas, and the diverse architecture of modern-day Madrid. Highlights include the Plaza de España with its statue of Don Quixote, the majestic Alcalá Gate, and the famous bullring Las Ventas. Then visit the magnificent Prado (skipping the lines with a timed reservation), one of the world's premier art museums. Here, an expert provides illuminating commentary on the artwork of Velázquez, Goya, Raphael, Rubens, and Bosch. Even the 18th-century Neo-Classical building that houses the collection is stunning. This afternoon visit the Reina Sofia. After dinner may be a good time to sample *churros y chocolate* as you stroll down to see the artists and street performers in Plaza Mayor. (B,D)

DAY 4, FEB 19, 2024: MADRID

Experience medieval Spain with a full-day excursion to the old Visigothic capital of Toledo. With a local guide, explore the Medieval Synagogue, visit El Greco's great painting in the Church of Santo Tomé and have a complete tour of the treasures of the Gothic Cathedral. Return to Madrid and explore more of this city's many highlights at your own pace. (B,D)

DAY 5, FEB 20, 2024: SEVILLE

Pass through the legendary plains of La Mancha, land of Don Quixote, en route to Córdoba. Enjoy a guided sightseeing tour of the city and a visit inside its famous Moorish Mezquita with audio guides. Then drive to Seville. Spend your evening discovering Seville's rich history perhaps as you stroll the whitewashed Santa Cruz quarter, and imagine the days when the Spanish explorers were bringing gold from the New World. (B,D)

DAY 6, FEB 21, 2024: SEVILLE

Located in the heart of Andalucía, Seville is the region's capital. On your guided sightseeing tour, discover the immense Gothic Cathedral, burial place of Christopher Columbus, and enjoy views from the grand Giralda Tower. This afternoon enjoy a guided bike tour of Seville that showcases landmarks such as María Luisa Park, the city's historic center and the riverside district. Tonight's feast is a traditional Spanish paella dinner—a spicy tango of rice, seafood and vegetables considered by many as Spain's national dish. (B,D)

DAY 7, FEB 22, 2024: GRANADA

Drive through Andalucía's sunflower fields and olive groves to Granada, the former seat of Spain's Moorish kingdom. During a sightseeing tour with a local guide, visit the legendary Alhambra, the most magnificent of all the Moorish palaces in Spain, and wander through the aromatic Generalife Gardens. Spend the afternoon exploring the city's multicultural roots, perhaps by admiring the architecture and souvenirs in the Alcaicería, the former Muslim silk bazaar. Later you'll learn one of Spain's most enduring traditions, flamenco dancing, at a unique venue where Andalusian culture comes alive—Granada's Plaza de Toros. An expert teaches you the moves during your flamenco lesson before you enjoy a special

dinner, and then get swept up by the passion and skill of your professional instructors during a flamenco show. After, take a winding evening stroll with your tour manager through the old Medieval Moorish streets of the Albaicín neighborhood, and cap off your day with stunning views from Mirador de San Nicolás. (B,D)

DAY 8, FEB 23, 2024: COSTA DEL SOL

This morning depart Granada and drive through mountain towns with spectacular coastal views to the Costa del Sol. See weaving, pottery and basket-making at the village of Mijas, one of the *pueblos blancos* known for its famous "burro-taxis" (donkeys rented for transportation), en route to the sun-splashed shores of the Mediterranean. Strike out from your hotel for a *paseo* along the beachfront promenade this evening. (B,D)

DAY 9, FEB 24, 2024: COSTA DEL SOL

Today take advantage of abundant sporting facilities, simply stroll along the beach or sample the local wood grilled seafood specialty, *espetos*. You'll want to soak up the Spanish sun and culture before you leave. (B,D)

DAY 10, FEB 25, 2024: DEPARTURE

Depart for the USA. (B)



MARBLEHEAD
PUBLIC SCHOOLS

Business Office
9 Widger Road,
Marblehead, MA 01945
phone: 781.639.3140
fax: 781.639.3149

MEMORANDUM

TO: Marblehead School Committee
FROM: Michelle Cresta
DATE: May 31, 2023
RE: Schedule of Bills for Approval

Included in this packet are the following Schedules of Bills for your consideration. The schedules and invoices have been uploaded to the shared drive.

Schedule	Amount
23593	\$ 13,082.76
23594	\$ 8,247.89
23595	\$ 122,990.32
23601	\$ 53,153.27
23602	\$ 1,815.17
23603	\$ 9,888.32
23618	\$ 7,021.19
23621	\$ 7,118.95
23627	\$ 4,950.36
23629	\$ 10,160.44
TOTAL	\$ 238,428.67

Suggested Motion:

Motion to approve the identified schedule of bills totaling \$238,428.67.

FY 24 Clerks' Salary and Benefits

(As recommended to School Committee on June 1, 2023)

School Committee Policy - File GDA

Support Staff Contracts and Compensation Plans

In establishing salaries and salary schedules for support staff personnel, the School Committee will take into account the responsibilities of the position, the qualifications needed, past experience of the individual, and years of service in the school department.

Compensation plans will be reviewed annually for all categories of staff. Such review, where applicable, will be carried out in connection with negotiations with representatives of recognized bargaining units. The master agreements with these units will be considered appendices to this manual and will have the full force of the School Committee policy.

The School Committee will set the rates of pay for personnel not covered by collective bargaining agreements.

Support Staff Fringe Benefits

Benefits in addition to basic salary are recognized by the School Committee as an integral part of the total compensation plan for staff members. The benefits extended to regular full-time support staff members will be designed to promote their economic security and will include a comprehensive health insurance program.

Certain fringe benefits are established through negotiations with employee bargaining units. Because the Committee wishes to be fair with all its employees, benefits granted to employees who are not members of a bargaining unit will be generally equal to those granted to employees in similar positions that are covered by a negotiated agreement.

School Secretarial/Clerk Salary Increases: 2.0% effective July 1, 2023

Past practice has been to grant salary increases for non-union school clerks, secretaries and other positions that are not part of a union, administrative, or individual contract, including school building secretaries, accounts payable clerk, payroll positions. The school clerks' salary table reflects a 2.0% salary increase across all group and step categories, effective July 1, 2023.

Step increases reflect annual continued employment progression from employee start date with the district. Below is the weekly school clerk group salary table inclusive of 2.0% increase effective July 1, 2023. These positions are non-exempt.

Groups by position:

Group 1:

High School Athletic Secretary/Clerk
High School/Middle School Guidance Secretary/Clerk

Group 2:

Building Based Secretary/Clerk
Student Services Secretary (school based)

Group 3:

Administrative Assistant to a Central Admin Director or Assistant Superintendent
Human Resource Assistant
Accounts Payable Clerk
General Business Office Clerk
Payroll Clerk
Central Registrar/Receptionist

Weekly Pay Rates for 52-week / 12-month staff

2023-2024 SCHOOL YEAR - Weekly Pay Rates						
2% Increase effective July 1, 2023						
		STEP				
		1	2	3	4	5
GROUP	1	739.35	783.67	825.96	870.34	914.71
	2	836.52	887.20	937.69	984.35	1,029.75
	3	931.33	944.28	994.96	1,047.76	1,100.58

Bi-weekly Pay Rates for School year staff (22 pays)

2023-2024 SCHOOL YEAR - 22 Bi-Weekly Pay Rates						
2% Increase effective July 1, 2023						
		STEP				
		1	2	3	4	5
GROUP	1	1,371.16	1,453.35	1,531.79	1,614.08	1,696.37
	2	1,551.37	1,645.35	1,738.99	1,825.53	1,909.71
	3	1,727.20	1,751.21	1,845.19	1,943.11	2,041.07

Bi-weekly Pay Rates for School year staff (26 pays, 22 bi-weekly with lump sum in June)

2023-2024 SCHOOL YEAR - 26 Bi-Weekly Pay Rates						
2% Increase effective July 1, 2023						
		STEP				
		1	2	3	4	5
GROUP	1	1,160.21	1,229.76	1,296.13	1,365.76	1,435.39
	2	1,312.70	1,392.22	1,471.45	1,544.68	1,615.91
	3	1,461.48	1,481.79	1,561.31	1,644.17	1,727.06

Work Year

School year or ten (10) month employees are expected to work 204 days in total which shall include five days prior to the start of the teacher’s first day of school, five days following the teacher’s last day of school, and 10 days additional days as mutually agreed upon. School year employees are not scheduled to work during school breaks; however, the 10 additional days may be worked during school breaks if mutually agreed upon with the direct supervisor.

School Secretarial/Clerks Benefits

The full and part time clerical and school year secretarial employees of the Marblehead Public Schools will be eligible for the following benefits. These benefits will be pro-rated for employees working less than the 52 weeks with the exception of longevity, for which continuous 52 week service is required. As stated in School Committee policy GDA, the School Committee seeks to establish benefits considered fair to all its employees, benefits granted to employees who are not members of a bargaining unit will be generally equal to those granted to employees in similar positions that are covered by a negotiated agreement.

Sick Leave

Full time 52 week employees shall be entitled to fifteen (15) sick days per calendar year, granted on July 1st, which may be accumulated from year to year up to a maximum of 180 days.

School year employees shall be entitled to ten (10) sick days per year, granted on July 1 which may be accumulated from year to year up to a maximum of 180 days.

Vacations

Full time 52-week employees shall be entitled to vacation leave as outlined below.

<u>Length of Service</u>	<u>Vacation Leave</u>
0-5 years	10 days
5+ years	15 days
10+ years	20 days
15+ years	25 days

Employees may carry over up to one half of the employee's earned vacation to be used during the first six months of the new year. Vacation carry-over shall not exceed 10 days.

School year or ten (10) month employees do not receive vacation days.

Personal Days

52-week clerical / secretarial staff shall be entitled to two (2) personal days per fiscal year personal leave shall be for personal, legal, household or family matters which cannot be scheduled other than during work hours. No personal days shall be requested to extend a holiday weekend or school vacation period without Superintendent approval for extenuating circumstances. Personal days cannot be accrued or carried forward to a new contract year. Personal days are subject to approval of the employee's Principal or department head.

Holidays

The following holidays are considered paid holidays for 52-week clerical/secretarial staff. School year or ten (10) month employees are not eligible for paid holidays. Any part-time 52-week employee will be prorated for days when they are scheduled to work.

- | | |
|--|-----------------------------|
| New Year's Day | Independence Day |
| Labor Day | Martin Luther King, Jr. Day |
| Indigenous Peoples Day | President's Day |
| Veterans Day | Patriots Day |
| Thanksgiving Day & Friday after Thanksgiving | Memorial Day |
| Christmas Day | Juneteenth |

Pay Schedule

All 12-month/52-week clerical / secretarial staff will be paid weekly in accordance with all other 52-week staff. All 10-month staff will be paid in accordance with the teachers' pay schedule which is comprised of 22 or 26 bi-weekly pays.

Bereavement Leave

In the event of the death of a spouse, child, parent, father-in-law, mother-in-law, brother, sister, grandparent, grandchild, stepchild, brother-in-law, sister-in-law, aunt, uncle, son-in-law, daughter-in-law, or person living in the immediate household, an employee shall be granted up to five (5) consecutive days leave, without loss of pay, for the purpose of arranging funeral services and/or attending said funeral. The day of the funeral shall be one of said five days.

Jury Duty

The School Committee recognizes its obligations under Massachusetts General Laws regarding juror/witness service.

Family Leave

The School Committee recognizes its obligations under the Family Medical Leave Act.

Tuition Reimbursement

The conditions under which an employee may receive tuition reimbursement shall be determined solely at the discretion of the Superintendent of Schools. School clerical / secretarial employees shall be reimbursed for costs incurred for tuition and books in taking courses, subject to the following conditions:

- a) The course(s) must be related to the employee's current job
The taking of the course must be approved or required by the employee's department head
- b) The employee must satisfactorily complete the course(s)
- c) The maximum amount that an employee may be eligible for reimbursement per contract year shall be \$1,000.

Longevity

A School clerical / secretarial employee who has been employed for five consecutive years as a regular full time 52-week employee shall be paid longevity pay, in accordance with the following schedule. Longevity payment will be included in the employee's regular payroll check on the first regular payroll week of December that year with determination of eligibility to occur before the payroll period ahead of the longevity payment. Only those employed on the determination date and qualified by their consecutive years of service shall receive longevity for that calendar year.

Annual Longevity Payments as follows:

Length of Service	Amount
After 5 consecutive years	\$ 600
After 10 consecutive years	\$ 700
After 15 consecutive years	\$ 800
After 20 consecutive years	\$ 900
After 25 consecutive years	\$ 1,000
After 30 consecutive years	\$ 1,100



Marblehead Youth Risk Behavior Data



Gina Hart, LICSW, LADC1
Social Worker
Marblehead High School



Overview and Purpose

- All 4 grades, ages 14-18
- MGH i-Decide school wide assessment: 627 students, 6.4% opted out by parent/guardian
- Supplemental questions via Anonymous Google Form: 486 responses
- Oct 21, 2022 during Advisory/MAGIC block
- Last year's data was shared with students via presentation before the surveys were administered
- You will see data from Marblehead 2021, Marblehead 2022, and state 2021 (Youth Health Survey).
 - Please note that Marblehead did participate in state survey last year so our community is included in that data.
- Risk and protective factors: things that make our students/community more vulnerable toward or protected against substance use and mental health issues
- We collect this data to share with students, staff, and community members. The data informs the need for programming and educates us on the current strength and needs of our youth and resources.

Demographics

- **Sex**

- Male: 45.9%
- Female: 54.1%

- **Gender Identity**

- Boy/man/male: 44.5%
- Girl/woman/female: 51.1%
- Transgender boy/ man/ male: 0.5%
- Transgender girl/ woman/ female: 0.5%
- Non-binary, genderqueer: 2.1%
- Not sure: .5%
- Don't want to say: .8%

- **Sexual Orientation**

- Heterosexual: 78.9%
- Gay or Lesbian: 2.3%
- Bisexual: 7.6%
- Queer: 1.3%
- Pansexual: 2.4%
- Asexual: 0.8%
- Something else: 0.3%
- Still figuring it out: 3.6%
- I haven't thought about it: 1.1%
- Not sure: 4.6%
- Don't want to say: 1.6%

- **Race**

- White: 91.5%
- Asian: 4.0%
- Haitian, Black, African American: 5.2%
- Hawaiian or Pacific Islander: 0.8%
- American Indian or Alaska Native: 0.5%
- Middle Eastern North African: 1.3%
- Other: 2.4%

- **Ethnicity**

- Not Hispanic or Latino/a: 92.9%
- Hispanic or Latino/a: 7.1%

- **Place of Birth**

- United States or U.S. Territory: 91.6%
- Not in the United States: 8.4%

Protective and Risk Factors: the basics

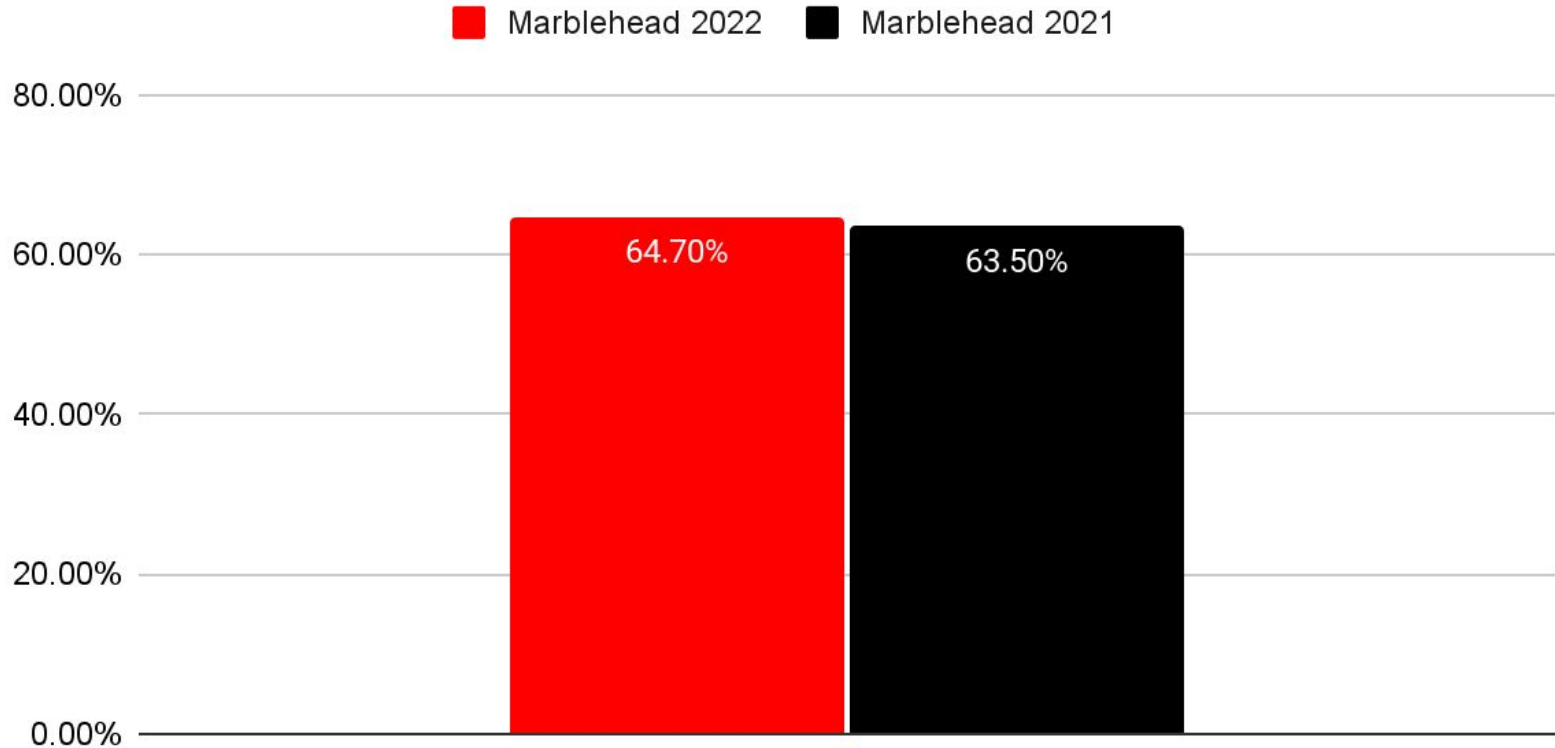
Marblehead 2021:

- 97 % of students reported positive connections with peers
- 71.9% report engaging in regular physical activity
- 14.5 % of students report getting 8 hours of sleep or more (risk)

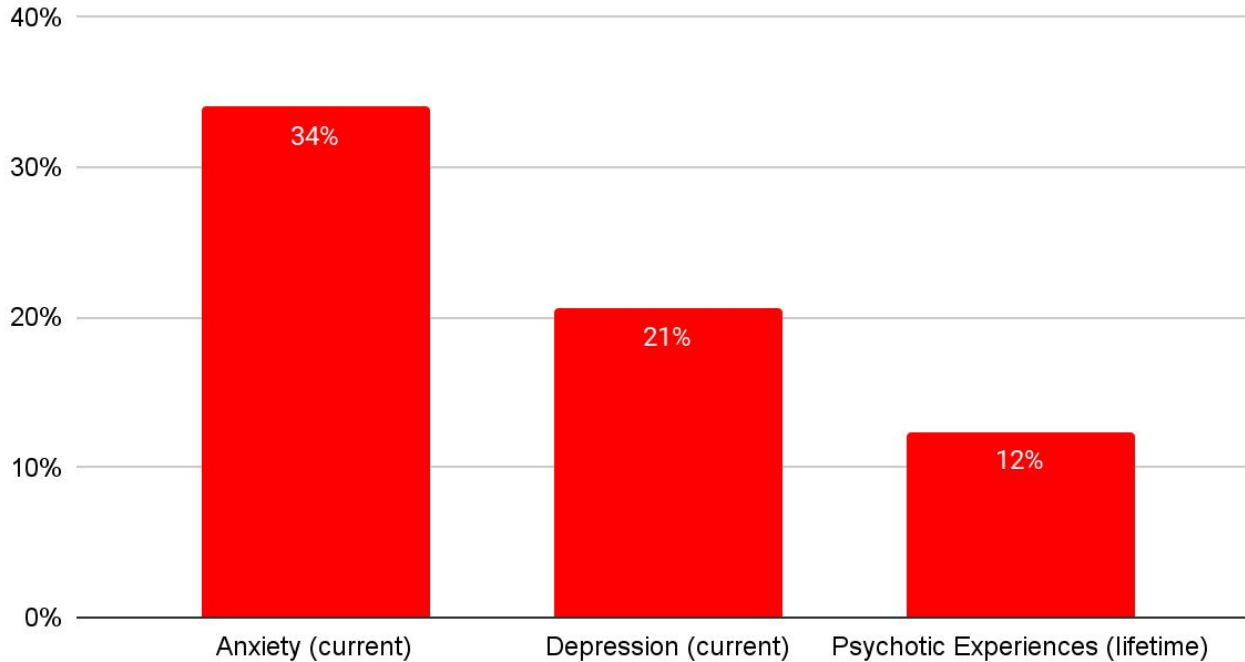
State 2021:

- Alcohol Use Decreased 25% from 2019-2021
- Rates of THC and tobacco use also decreased
- 64.5% took part in organized activities in the past week
- 34.7% doing volunteer work or community service in the past week
- 91.3% felt their neighborhood was safe from crime

Do you feel like there is a staff member at the school who has made effort to really get to know you?



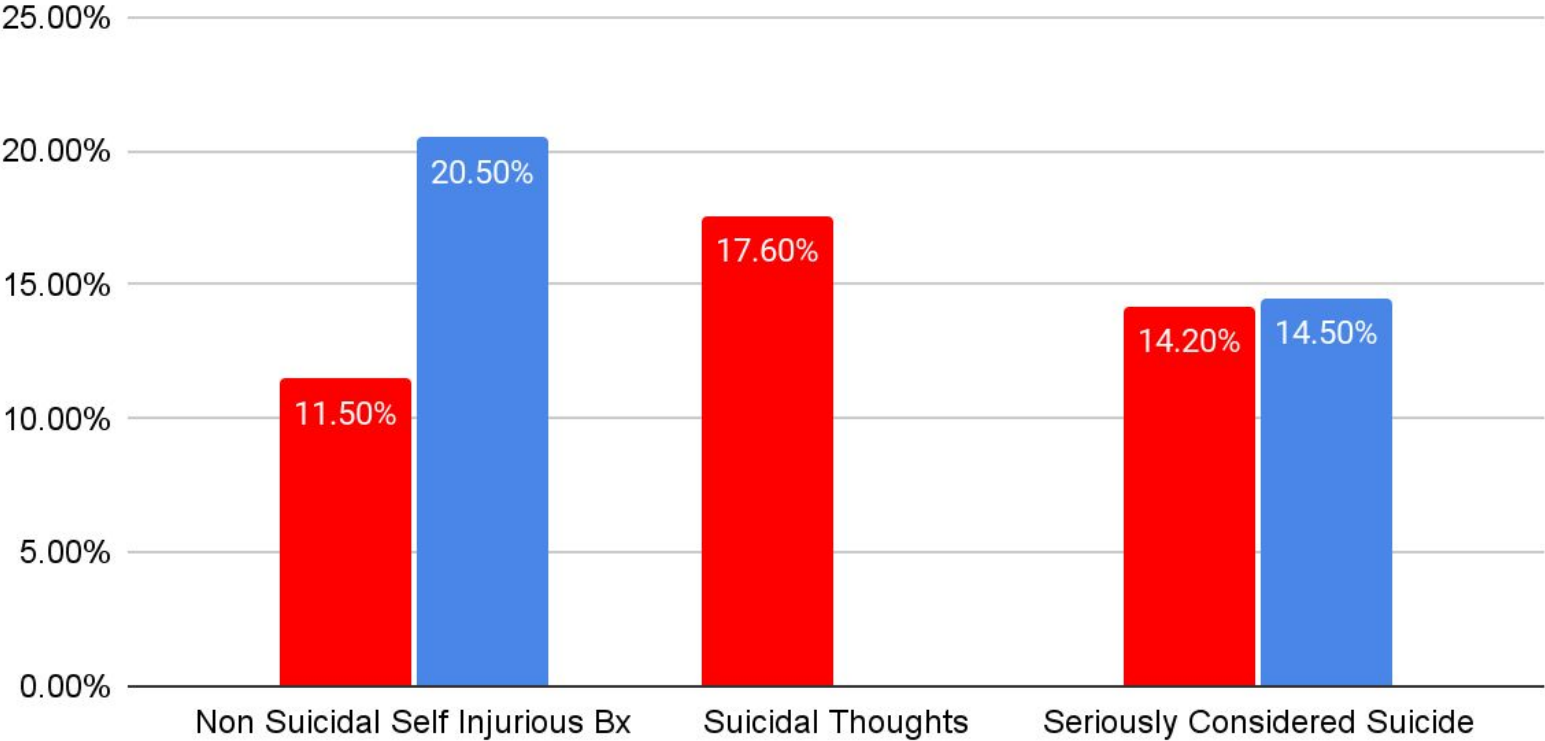
Mental Health: Above Risk Threshold



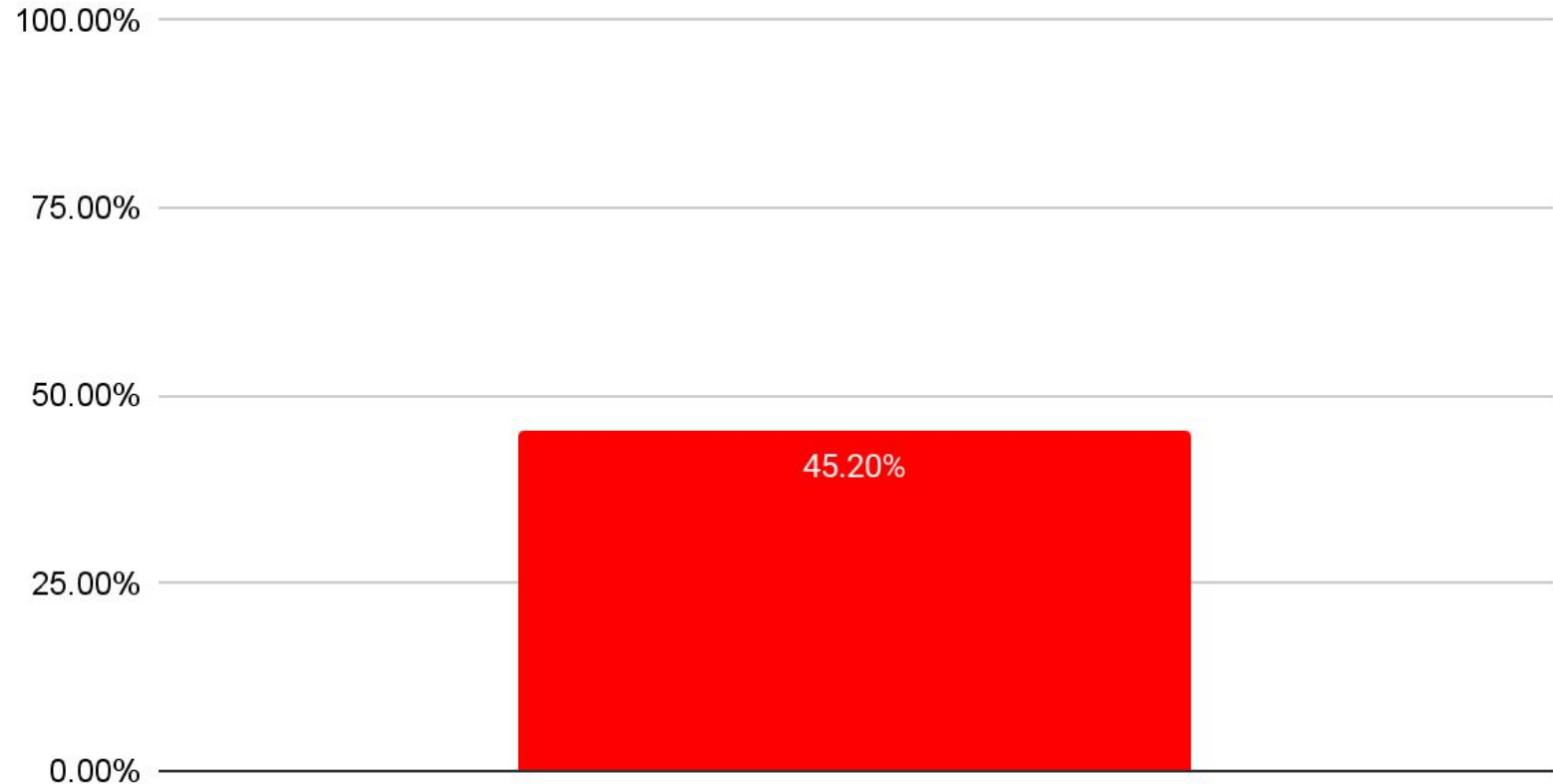
State 2021: 33.6% felt so sad or hopeless for 2 or more weeks in the past year that they stopped regular activities

Self Injury and Suicidality

■ Marblehead 2022 ■ State 2021



Do you struggle regularly with body image or a negative perception of how you look?
(wishing your body looked different, engaging in behaviors to change your body)



Experiences of Discrimination Based on Race or Ethnicity

Others your age did not include you in their activities: 4.5%

People assumed your English was poor: 3.9%

You were called racially insulting names: 7.7%

Discouraged from joining an advanced level class: 2.6%

People expected more of you than others your age: 5.8%

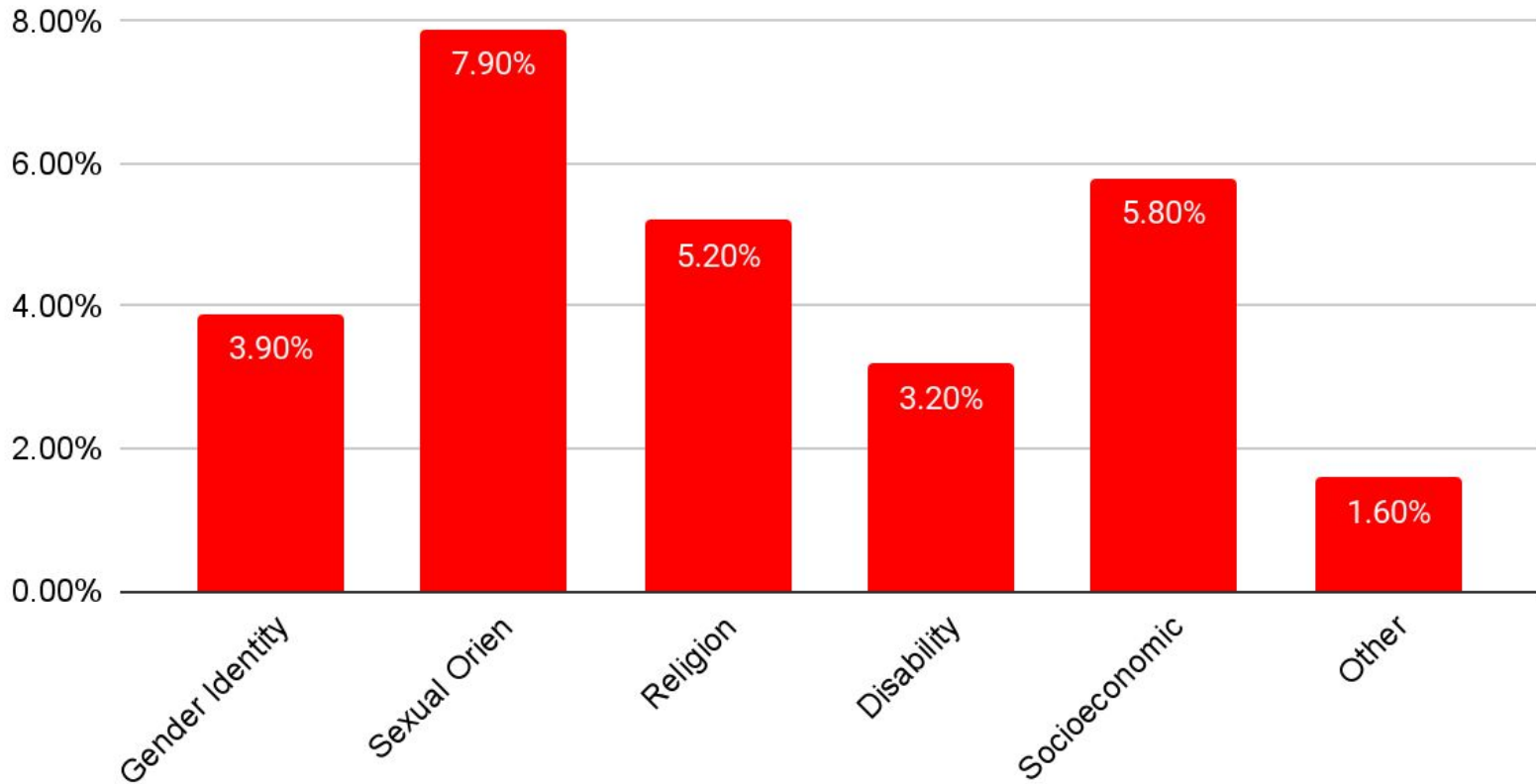
People expected less of you than others your age: 3.2%

You were hassled by a store clerk or store guard: 3.4%

People acted as if they thought you were not smart: 3.6%

People acted as if they were afraid of you: 2.3%

Experiences of discrimination based on personal identities

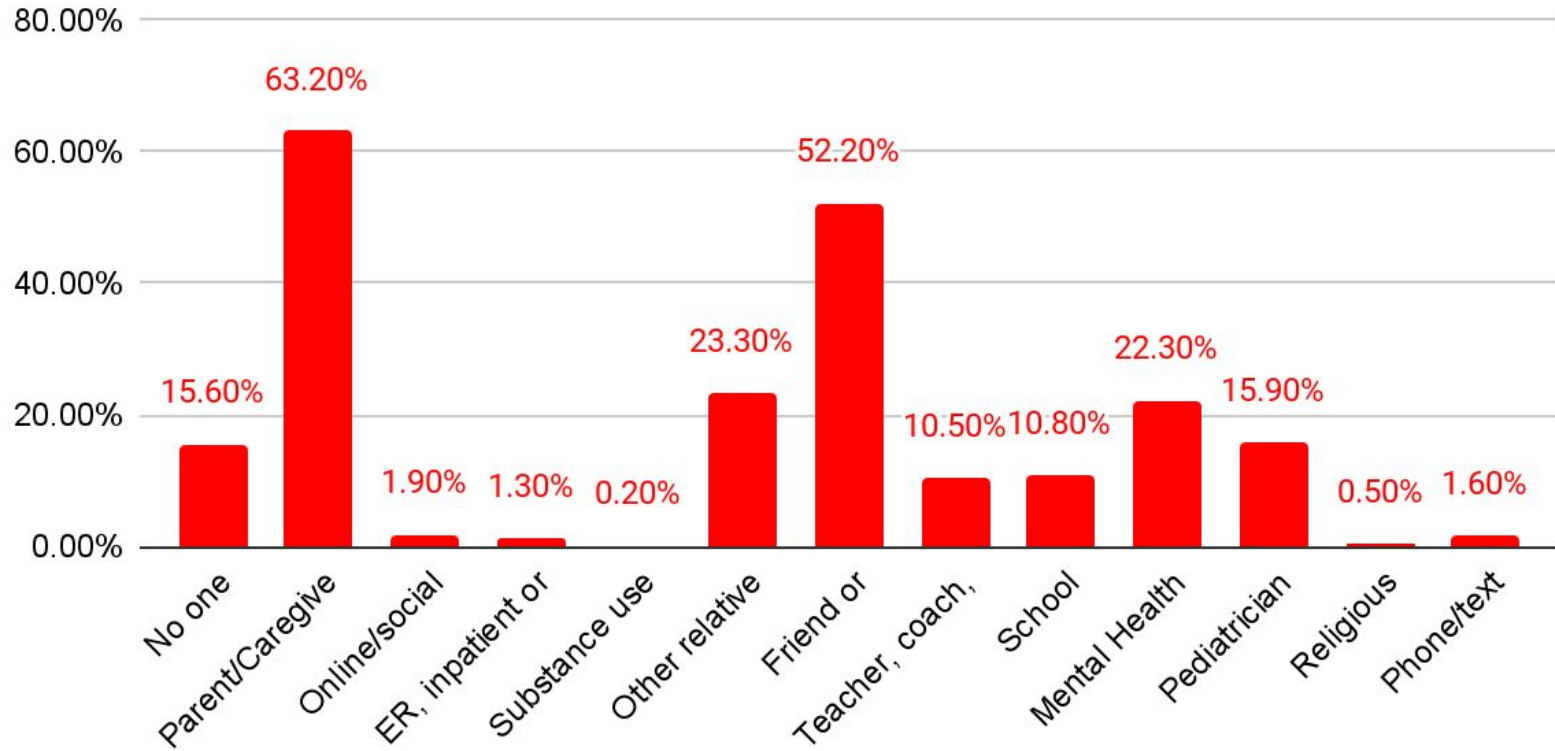


MHS mental Health Data 2022, cont.

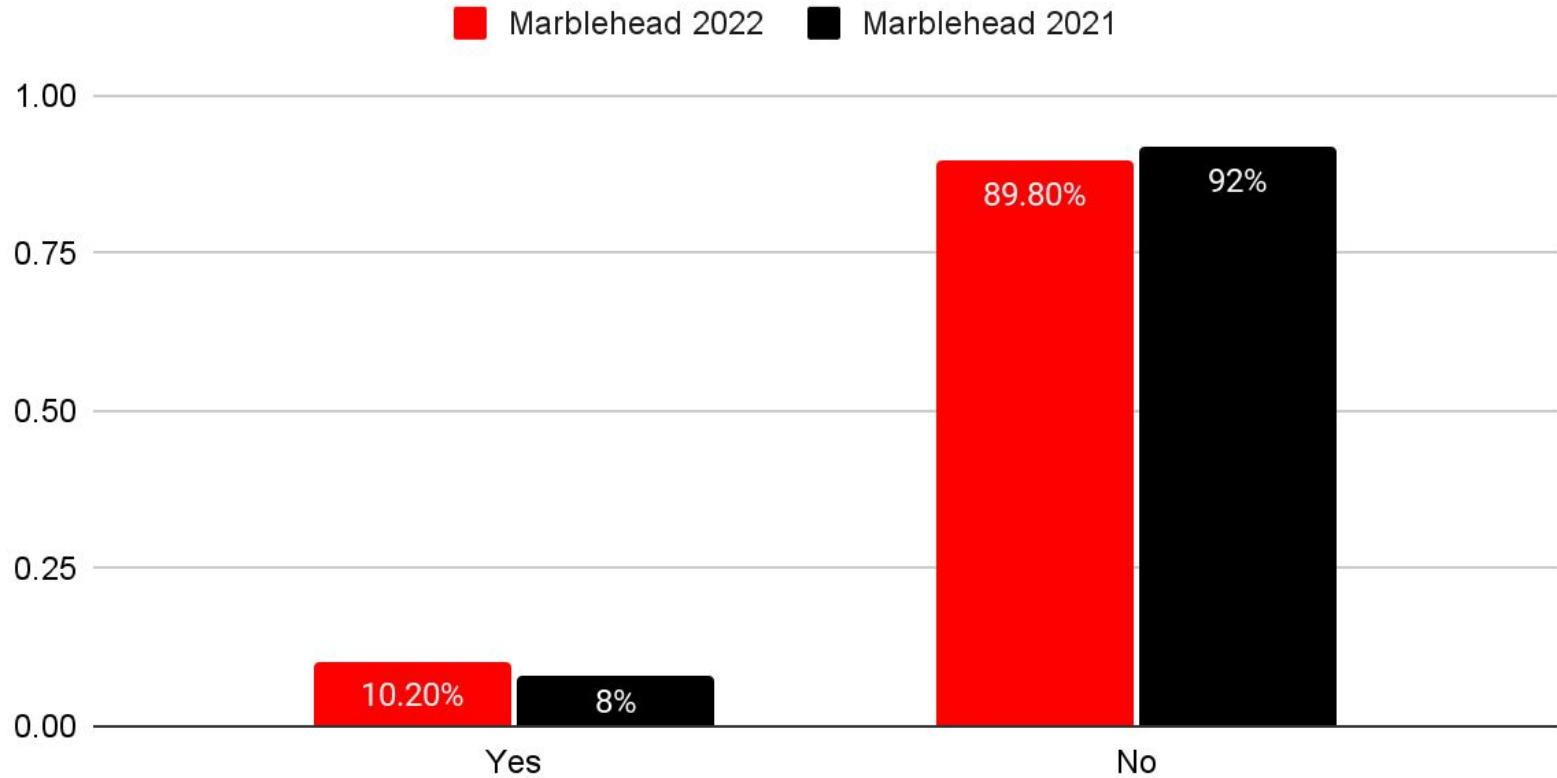
Above Risk Threshold for anxiety/depression

- 59.3% of students who identified as Gay, Lesbian, Bisexual, Queer, Asexual, Pansexual,
- 73.7% of students who identified as Transgender, non binary, another gender
- 38.5% of students who identified as Asian
- 25% of students who identified as Hatian, Black, African American
- 38 % of students who identified as Hispanic/Latino(a)
- 44% of Seniors

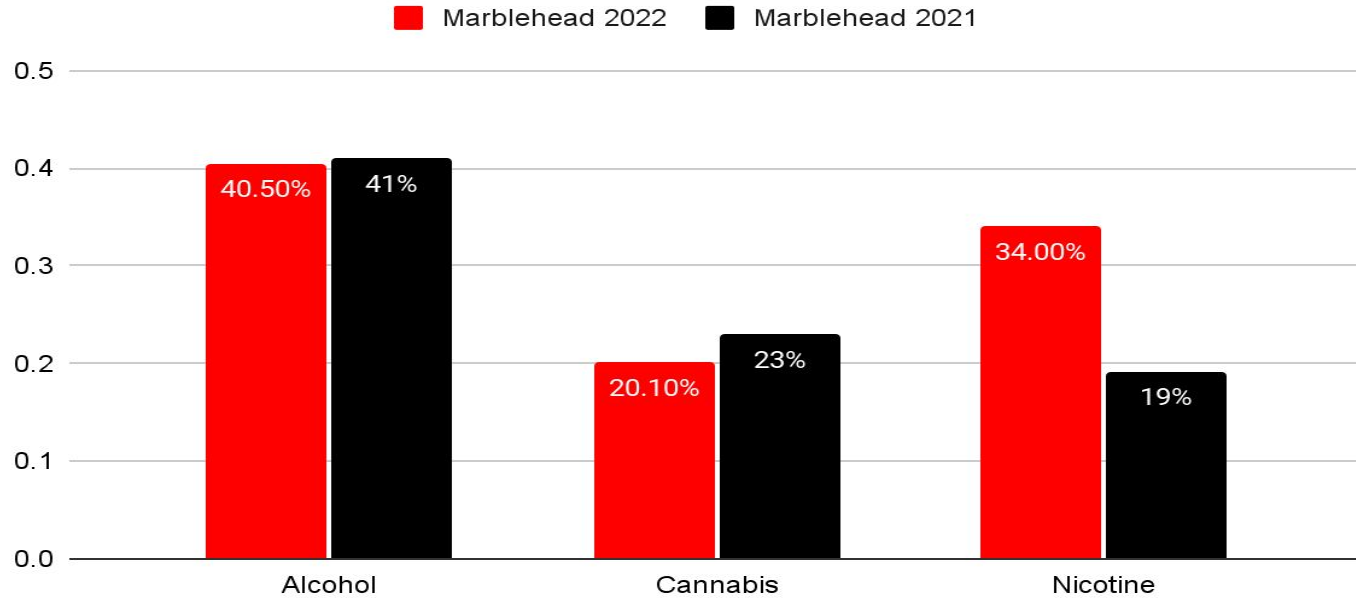
Who have you talked with about your mental or emotional health?



Currently or previously, have any adults that you lived with used substances in front of you in a way that made you concerned?

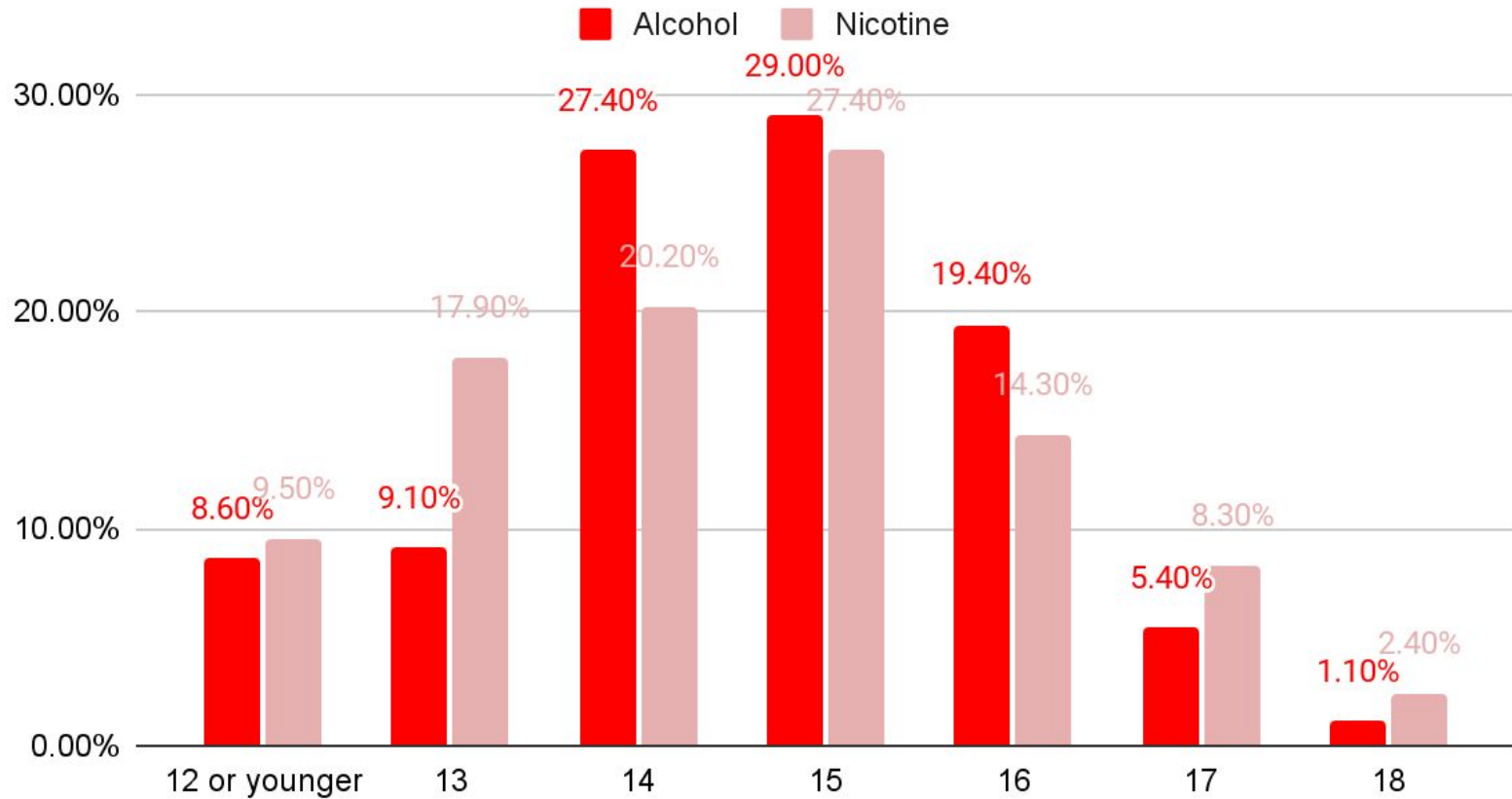


Lifetime Use

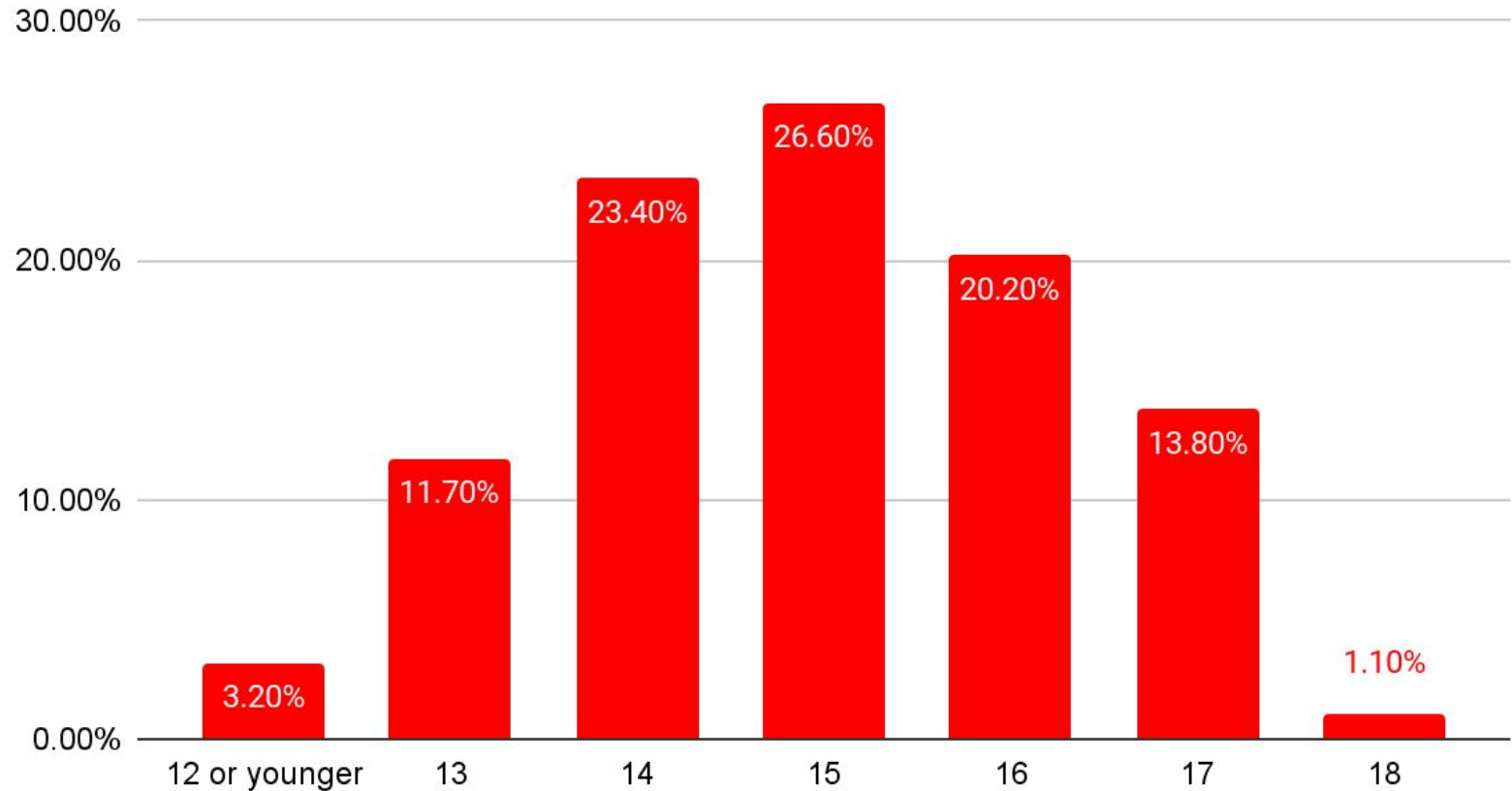


- STATE 2021
 - Cannabis: 27.9%

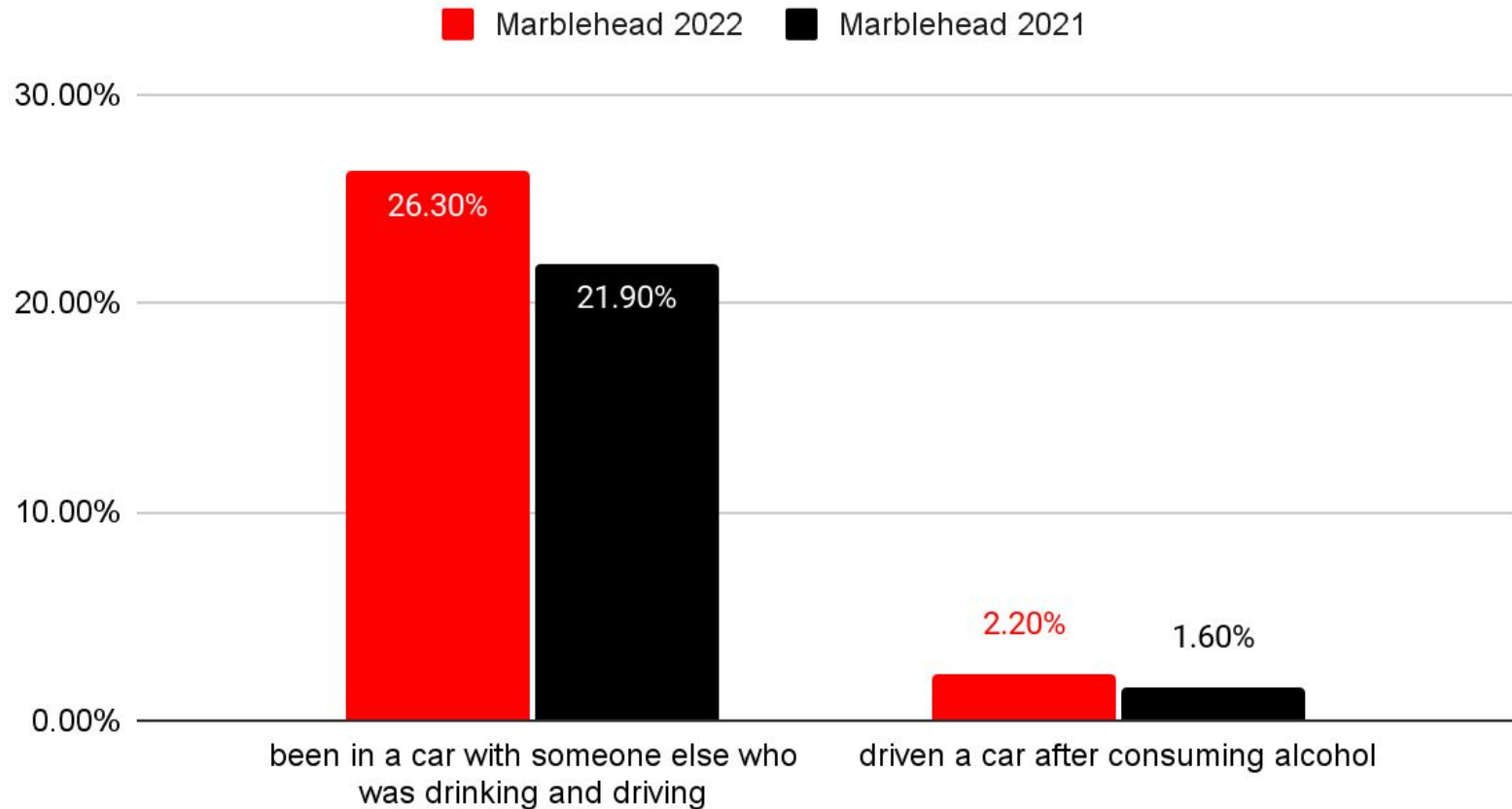
Age of first use



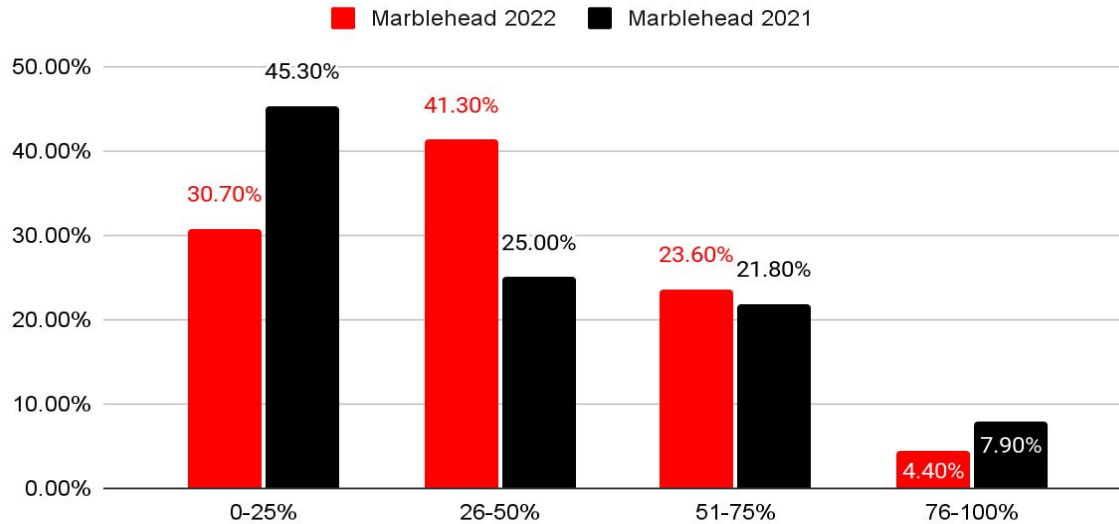
Age of first use, THC



Driving under the influence

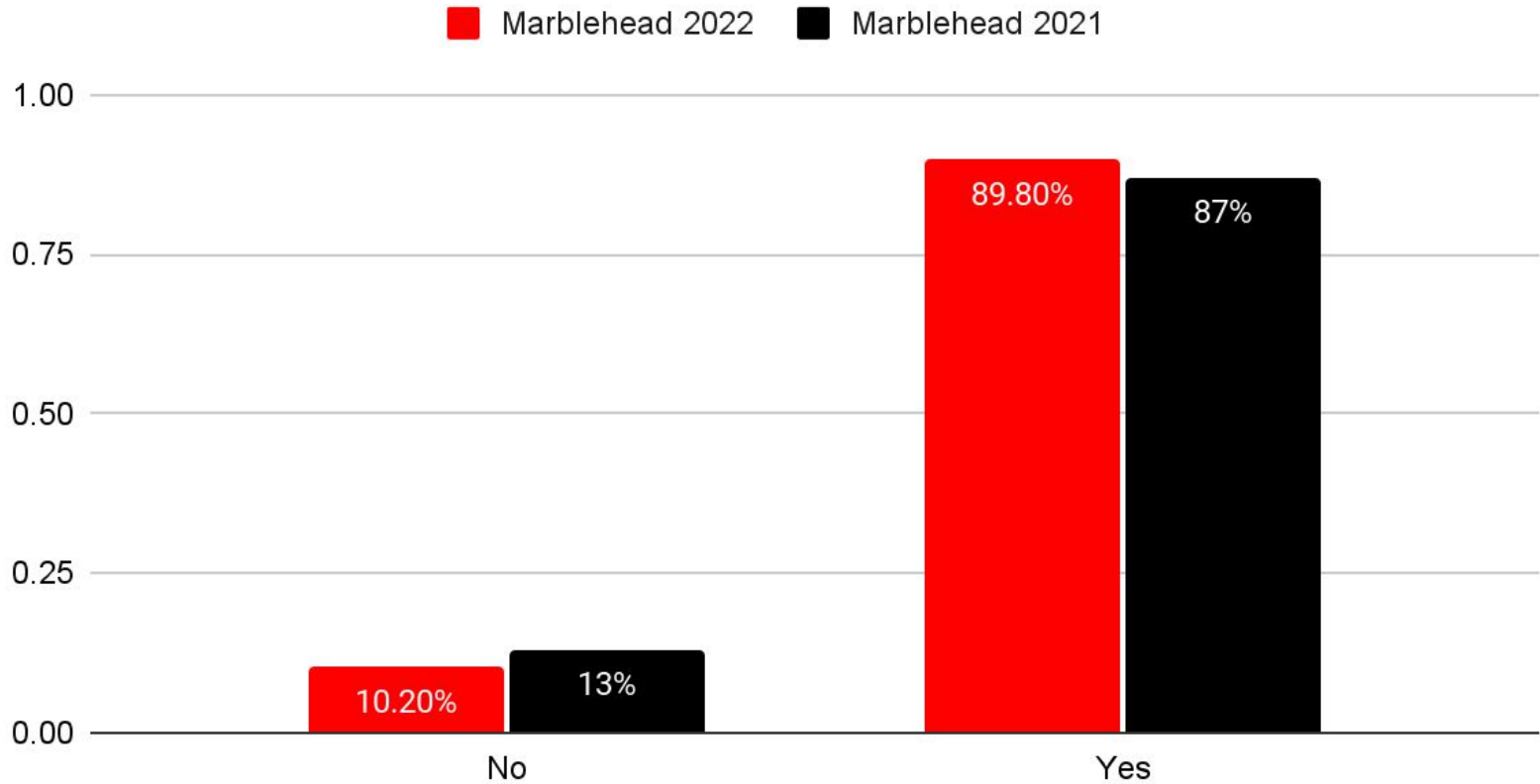


What percentage of your peers do you think are drinking alcohol or using marijuana on a regular basis?



- 6.1% had used alcohol in the past 30 days
- 6.4% had used marijuana in the past 30 days
- 4.8% of students had used nicotine vape products EVERY DAY in the past 30 days (the highest of the most commonly used substances)

Would your parents/guardians be upset or give you a consequence if they knew you were using alcohol or marijuana on a regular basis?



Substance Use Data, cont.

Marblehead 2022

- 47.7% of students who use nicotine vape products are planning to reduce or quit in the next month
- 8 referrals to Diversion Program for substance use infractions on school grounds
- Students who used nicotine or marijuana in past 30 days
 - 25% report they have a craving within the first hour of waking up
- Marijuana Use: Felt anxious or paranoid 6.9 %
 - Seen, felt, or heard things that were not really there (i.e., hallucinations) 4.2%
- Prescription: 3.03%
- Hallucinogens/Psychedelics: 3.35%
- Cocaine: 0.64%
- Methamphetamine: 0.48%
- Heroin: 0.48%
- Inhalants: 1.28%
- Steroids: 1.12%

State 2021

- 30.9% have ever tried a vape product
- 17.6% used a vape product in the past 30 days

Qualitative Data

2 Focus Groups held in December 2022: 17 students total

Question 1: How do adults in your community feel about experimentation with substances?

- Loose views on alcohol but negative view on substance use
- Students are told by adults/parents to be safe/smart about using/drinking
- Parents would rather know about their child's substance use and allow it so they can be safe
- Alcohol doesn't have much of a negative stigma in the community

Question 2: Do you think if youth and adults were more educated about the risks (ie, potency, counterfeit pills, OD risk, etc) it would have an effect on youth substance use/ misuse? What are your thoughts on the current education you are receiving about substances?

- Most people know the risks so learning more about them won't affect the frequency of use
- Education should be focused on how to safely engage in these activities
- More resources should be available and broadcasted for students who are having trouble with substance issues
-

Question 3: Why do people your age use substances?

- Many see parents/family parents doing it and grew up with it
- There is a social aspect but with that also comes peer pressure
- Use it as a way to cope or escape, self-medication
- experimentation/risk

Question 4: How do you think mental health and trauma relate to substance use, if at all?

- They may be more vulnerable to substance use → may use it to escape troubling thoughts/feelings
- Their parents may have coped with their mental illness this way and they believe it is effective
- If it is used as a way to cope with a mental health, it may fuel addiction

Question 5: What makes those who do not use/try substances make that choice?

- Their parents may have addiction issues and they fear they are at greater risk of also developing an addiction/had to watch the effects of an addiction
- Fear of messing with their academics, sports, or future college career
- The stigmas around substance use

Miscellaneous:

- High stress at school and the pressure to do well affects mental health
- Trouble balancing personal time with school because of the stress and time consuming assignments
- If you don't "qualify" for a program but still need help, you may feel lost or not a priority

Current Programming

- **DEI**, Lindsay Donaldson, Caja Johnson: District wide team including administrators, educators and students that work to create systems, programs, and curriculum that promote an inclusive community for all
- **Peer Mentor Program**: Jay Demello and Sara Roberge
- **Everyday Health**: Jillian Williams, course is designed to assist students with understanding the importance of whole health with a focus on the connectivity between one's physical, emotional, and social health
- **GSA**, Kristen Lyons and Tyler Pettrocione
- **Connections Local and Global**: Christine Chaykowski, helping exchange students, transfers, and students trying to adjust to MHS form stronger bonds with classmates, teachers, and the school (Chloe Slux and Lindsay Stafford, students)
- **Team Harmony**, Candice Sliney, engaging youth against hate
- **Science is For you**, Connor Kalafsky, David Anja, Kate Rodgers
- **Signs of Suicide**: Amanda Rumble, An evidence-based youth suicide prevention program presented to students during health class.
- **Substance Use Programming**: Gina Hart
 - **1 annual community Community/Parent Guardian event** - "Community Conversations" with Marblehead PD, vaping education for parents
 - **iDecide program** - diversion program for substance use infractions and students that need more support
 - **1 annual student assembly**, all grades: 2nd Act
 - **Student Focus Groups**: attitudes and knowledge of substance use
 - **YRBS**: data collection
 - **Health Class presentations**: Substance Use Disorder and Speaker in Recovery
- **Health Curriculum**: Carla Cefalo and Abby Anderson
 - Curriculum driven by skilled based concepts around physical and emotional health: includes mental health, decision making, substance use, communication skills, etc. (substance use, depression awareness, dating violence, eating disorders)

Current Programming, cont.

- **Support and Be Supported Club**, Abby Anderson: students supporting their classmates by creating activities for mental health awareness
- **Legal Class Curriculum**, Anthony Costello: examining cases on bullying and the mental health affect, legal consequences
- **BRYT**, Samantha Bagley and Emily Sohigian: supporting students as they transition from medical/mental health leave
- **Zen Room**, Samantha Bagley
- **Relax and Connect Magic block**, Sarah McCabe
- **Theater Productions**, Thomas Rash, Participants of our productions collaborate and express themselves in their endeavor to tell a story. Sharing their work with a supportive audience can help build self-confidence and build lasting relationships.
- **Summer Reading and Subscription to Teen Health and Wellness Database**, Susan Shatford: main character or a supporting character dealing with some sort of mental health issue
- **Sports Injury Program**, Ali Carey, Greg Ceglarski and Maddy Rowe: Counseling support for students who are missing a sport due to injury
- **Social Emotional Learning PLC**, Liz Gasparini: MHS staff members meeting once a month to discuss SEL programming to bolster student and staff community building
- **Internships**, Brenda Dumais: Internships- Triangle Inc, Salem Courthouses, YMCA, Magic Hat, and CVS. Help with students self esteem, social skills, self worth, job skills and focuses on their abilities.
- **Best Buddies**, Mike Lavender

Takeaways and recommendations

Our school is doing a tremendous amount of great work to support our students!

Early use issue: Evidence based prevention programming at HS but also lower level schools. Often has less to do with the dangers of substance use and more about addressing risk and protective factors

Harm Reduction: More education around reducing the risks of use as opposed to scare tactics or awareness campaigns. Unrealistic to expect students to never try things

Social Norms: Programming at Middle and High School level targeted at sharing the real data around use, student led or involved initiatives around substance use prevention

Social/Emotional Learning and Mental Health Support: Programming at all levels that supports the needs of our students in these areas to enhance protective factors and reduce risk factors: specific focus on anxiety, depression, suicidality

LGBTQIA and DEI Programming: Enhancing current and including further trainings and programming to support our staff and students to address inequities, biases, microaggressions, etc.

Body Image and Eating Disorders: Preventative and Educational Programming: Tier 1 and Tier 2

Parent and Community Programming: Addressing Parental attitudes and beliefs around substance use and mental health and enhancing education: working together with the community and school to address substance use concerns as a 3-pronged approach

The YRBS as an annual tool: the only way to assess where our community stands and analyze trends over time. Way to see if implemented programming is effective

Sources

- Massachusetts General Hospital: iDecide Schoolwide Assessment
- Department of Public Health (DPH): Youth Health Survey
- Education Week
- Centers for Disease Control and Prevention (CDC)
- National Institute on Drug Abuse (NIDA)
- National Institute of Health (NIH)

BDFA - SCHOOL ADVISORY COUNCILS

The School Committee believes that the school is the key unit for educational improvement and change and that successful school improvement is best accomplished through a school-based decision-making process. By involving those directly affected by any action or decision of the school council in the process of determining that action or decision, it helps to strengthen the commitment to those decisions by those most affected by its implementation.

Under this policy, the Principal shall have primary responsibility for the management of the school. Decisions which are made at the school level must be aligned with the budget, policies, curriculum, and long-range and short-range goals adopted by the School Committee. In addition, decisions must comply with any state and federal laws and regulations and with any negotiated agreements of the school.

As enacted by the state legislature in the Education Reform Act of 1993, a school council shall be established in each school to advise the Principal in specific areas of school operation. The Principal, except as specifically defined in the law, shall have the responsibility for defining the composition of and forming the group pursuant to a representative process approved by the Superintendent and School Committee.

The Principal shall, by law, serve as co-chair of the council. The second co-chair will be elected annually by the council members at its first meeting of the school year subsequent to the elections of new council members. The co-chairs will be responsible for the preparation of the agenda for the council meetings.

The school council shall meet at least once monthly during the school year. Meetings will be held outside of school hours.

School councils shall use consensus as the primary method to resolve issues and to formulate recommendations. Votes by majority may be taken at the discretion of the Principal and Robert's Rules of Order.

All meetings of the school council shall conform to the Open Meeting Law. The scope of the school council does not require, and therefore does not qualify for, executive session.

The Superintendent shall receive agendas and minutes of all school council meetings. The Superintendent shall provide copies of these materials to members of the School Committee upon request.

The following guidelines define the role of the school council: The School Council shall meet regularly with the Principal of the school and shall assist in:

1. Adoption of educational goals for the school that are consistent with state and local policies and standards.

2. Identification of the educational needs of the students attending the school.
3. Review of the school building budget.
4. Formulation of a school improvement plan that may be implemented only after review and approval by the Superintendent.

SOURCE: MASC - Consolidated and Updated 2022

LEGAL REFS.: M.G.L. [71:38Q](#), [71:59C](#); C30A:18-15

B DFA-E - SCHOOL IMPROVEMENT PLAN

The Principal, in conjunction with the school council, shall be responsible for preparing a written school improvement plan annually.

This plan shall be written and submitted for approval to the Superintendent no later than July 1 of the year in which the plan is to be implemented and reviewed by of the School Committee. The plan should be drafted with the following in mind:

1. The educational goals for the school, consistent with District mission and goals, and the goals and standards, including student performance standards, as adopted by the Massachusetts Board of Elementary and Secondary Education.
2. An assessment of the needs of the school in light of the proposed educational goals.
3. The means to address student performance, with focus on improvement of student learning.
 - a. Specify expected student outcomes and measurable/observable results.
 - b. Clearly identify actions to be taken to implement the goals.
 - c. Indicate anticipated costs and available funding sources.
 - d. Delineate the method of evaluating and reporting progress and results.
4. Professional development for the school's professional staff.
5. The enhancement of parent/guardian involvement in the life of the school, safety, and discipline.
 - a. Include a plan on how to solicit community support for the changes being developed.
6. The development of means for meeting the diverse learning needs of every child.
7. The establishment of a culture of inclusion and respectful of diversity.
8. Any further subjects as the Principal, in consultation with the school council, shall consider appropriate, except that:
 - a. The council shall have no authority over matters that are subject to Chapter 150E, the collective bargaining law, and
 - b. The council may not expand the scope of its authority beyond that established in law or expressly granted by School Committee policy.

If the school improvement plan is not approved by the Superintendent, it shall be returned to the Principal with specific comments as to the reason(s). The Principal shall revise the plan in cooperation with the school council, and resubmit it for approval.

SOURCE: MASC - Consolidated and Updated 2022

CHA/CHC - DEVELOPMENT AND DISSEMINATION OF PROCEDURES

The Superintendent will be responsible for specifying required actions and designing the detailed arrangements under which the school district will be operated in accordance with School Committee policy. These detailed arrangements will be designed to implement policies, goals, and objectives of the Committee and will be one of the means by which the school district will be governed.

In the development of procedures, the Superintendent may involve at the planning stage those who would be affected by the procedures, including staff members, students, parents/guardians, and the public. They must weigh with care the counsel given by representatives of staff, student, and community organizations. They will inform the Committee of such counsel in presenting pertinent reports of procedures and in presenting procedures for Committee approval.

As long as the Superintendent operates within the guidelines of policy adopted by the Committee, they may issue procedures without prior Committee approval unless Committee action is required by law; or the Committee has specifically asked that certain types of procedures be given Committee approval; or the Superintendent recommends Committee approval in light of strong community attitudes or probable staff reactions.

It will be the responsibility of the Superintendent to see that the procedures developed to implement Committee policies and administer the school district are appropriately coded and included as procedures in the School Committee's policy manual.

A procedure concerning a particular group or groups in the schools will be distributed to the group(s) prior to the effective date of the procedure.

CROSS REF.: [BDG](#), School Attorney

SOURCE: MASC - Updated 2022