

**THE CHARLOTTE-MECKLENBURG BOARD OF EDUCATION
MASTER "JOB ORDER" SERVICES CONTRACT FOR UNSPECIFIED SERVICES
FOR CMS SPONSORED FIELD TRIPS**

This Contract ("Contract" or "Master Agreement") is made and entered into to be effective January 2, 2011, between The Charlotte-Mecklenburg Board of Education, located in Charlotte, North Carolina (the "CMBE") and EF Educational Tours, located at EF Center Boston, One Education Street, Cambridge, MA 02141 (the "Contractor").

Background Statement.

The Contractor and the CMBE desire to enter into a written agreement pursuant to which the Contractor, subject to the terms and conditions set forth below, agrees to provide certain travel-related "Services" (as defined in Section 1, below) to the CMBE and its constituent schools (the "the CMBE Schools") throughout the 2012-2013 and 2013-2014 fiscal years on an as-needed basis as requested by the CMBE.

The CMBE and the Contractor desire that the terms and conditions of this Contract shall govern and control any future requests for Services by the CMBE and the provision of such Services by the Contractor during the term of this Contract.

Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises set forth in this Contract, the parties do mutually agree as follows:

1. Obligations of Contractor. The Contractor agrees to provide services and/or goods as follows:

The Contractor hereby agrees to provide travel agent services to the CMBE and the CMBE Schools in connection with the CMBE sponsored field trips (including foreign travel) on an as-needed basis as determined by the CMBE.

Individual tasks will be assigned in writing on a project by project basis by an authorized representative of the CMBE.

If the services are to be paid for by CMBE, such writing shall be in the form of a standard CMBE purchase order ("Purchase Order"). The Purchase Order, together with any other documents describing the itinerary for a particular trip, shall specify the specific services desired by the CMBE (the "Services"); the dates, times and locations that the Contractor shall provide the requested Services; and the compensation that the Contractor will be paid for providing the requested Services. The Contractor will be deemed to have accepted a Purchase Order and be obligated to provide the services outlined in the Purchase Order in accordance with the price and other terms of the Purchase Order, and the terms and conditions hereof, unless within 24 hours after the Contractor's receipt of a Purchase Order, the Contractor notifies the Project Coordinator (as hereinafter defined) in writing that it does not accept the Purchase Order and will not provide the requested Services.

If the Services are being paid for directly by parents, teachers or other third parties (which is expected to be the usual situation) then a Purchase Order will not be issued. In such a case, Contractor may enter into certain agreements directly with parents, teachers or other third parties that document the scope of Services; the dates, times and locations that the Contractor shall provide the requested Services; and the compensation that the Contractor will be paid by parents, teachers or other third parties for providing the requested Services.

If an individual student or parent of a student withdraws from a CMBE sponsored field trip at any time prior to the start of a CMBE sponsored field trip, the Contractor shall not be obligated to refund the individual student's or parent of a student's fees deposited with or paid to Contractor in connection with a CMBE sponsored field trip, except as may be provided in the separate agreement(s) (i.e. EF's Booking Conditions) between Contractor and parent/students.

In the event of any conflict between the terms and conditions of this Master Agreement and any other written documents involving CMBE-sponsored field trips or travel, the terms and conditions of this Master Agreement shall control specifically including without limitation the Addendum to Contract attached hereto and incorporated herein by reference.

This Contract does not grant the Contractor the right or the exclusive right to provide any Services to the CMBE. Similar services may be obtained from sources other than the Contractor (or not at all) at the discretion of the CMBE.

The term of this Contract shall be until June 30, 2014.

The Contractor agrees to perform the Services in a timely, complete, and professional manner and in accordance with the terms and conditions of this Contract. Furthermore, the Contractor represents and warrants that (i) it is duly qualified to provide the Services, (ii) it will provide the Services in a manner consistent with the level of care and skill ordinarily exercised by others practicing under similar conditions, (iii) it possesses sufficient experience, personnel, and resources to complete the Services, and (iv) it shall perform the Services in compliance with applicable laws, statutes, ordinances, codes, orders, rules and regulations.

In addition, the attached Addendum to Contract is attached hereto and incorporated by reference.

2. Obligations of the CMBE. All payments made/to be made under this Contract will be the obligation of the parents of the students and not the CMBE. All monies exchanged, including fees and/or charges of any type associated with this Contract are the obligations of the parents of the students, and not the CMBE.
3. Project Coordinator. Tara L. Brown, Specialist, Planning & Student Records, is designated as the Project Coordinator for the CMBE. The Project Coordinator shall be the CMBE's representative in connection with the Contractor's performance under this Contract. The CMBE has complete discretion in replacing the Project Coordinator with another person of its choosing.
4. Contractor Supervisor. Paul M. Morin, Regional Sales Director, EF Education, is designated as the Contractor Supervisor for the Contractor. The Contractor Supervisor is fully authorized to act on behalf of the Contractor in connection with this Contract.
5. Terms and Methods of Payment. The CMBE will make payment after invoices are approved on a net 30 day basis (Note: Under this Contract, payments are typically going to be made by the parents of the students and not the CMBE. CMBE will only be responsible for payments in the event a Purchase Order issued by CMBE). The CMBE will not pay for services or materials in advance without the prior approval of the Finance Officer.
6. Additional Provisions. Contractor agrees to the Standard Terms and Conditions set forth as Attachment A attached hereto and incorporated herein by reference.

**[THE REST OF THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY]
[SIGNATURES ON NEXT PAGE]**

IN WITNESS WHEREOF, the CMBE and the Contractor have executed this Contract on the day and year first written above.

EF Educational Tours

Contractor Name

[Handwritten Signature]

01-11-12

Signature of Authorized Representative

Date

[insert federal tax id, if organization, or social security number, if individual]

94-2480207

Contractor's Federal Identification #

[if Contract is with Organization]

THE CHARLOTTE-MECKLENBURG BOARD OF EDUCATION

[Handwritten Signature]

1/10/2012

Originator/Fund Owner

Date

This instrument has been preaudited in the manner required by the School Budget and Fiscal Control Act. [Not applicable - this Contract does not obligate the CMBE to pay any money (see Sections 1 and 2)]

LC Area Superintendent

Special Fund Owner

Finance Officer

Date

APPROVED AS TO FORM:

[Handwritten Signature]

School Board Attorney

Date

REVIEWED BY:

[Handwritten Signature]

Division of Insurance and Risk Management

Chief Academic Officer

Signature

Date

[Handwritten Signature]
1/19/12

Superintendent OR Authorized Designee (Check below)

Date

Chief Academic Officer Chief Operating Officer

[Handwritten Signature]

01/31/12

RECEIVED

FEB 10 2012

FEB 8 2012

ATTACHMENT A
STANDARD TERMS AND CONDITIONS

1. Termination for Convenience. The CMBE may terminate this Contract at any time at its complete discretion by 10 days notice in writing from the CMBE to the Contractor. In that event, all finished or unfinished documents and other materials produced by the Contractor pursuant to this Contract shall, at the request of the CMBE, be turned over to it and become its property. If the Contract is terminated by the CMBE in accordance with this paragraph, the Contractor will be paid in an amount which bears the same ratio to the total compensation as does the service actually performed to the total service originally contemplated in this Contract.
2. Termination for Default. The CMBE may terminate this Contract immediately and without prior notice upon breach of this Contract by the Contractor.
3. Contract Funding. It is understood and agreed between the Contractor and the CMBE that the CMBE's obligation under this Contract is contingent upon the availability of appropriated funds from which payment for Contract purposes can be made. No legal liability on the part of the CMBE for any payment may arise until funds are made available to the Finance Officer and until the Contractor receives notice of such availability. Should such funds not be appropriated or allocated, this Contract shall immediately be terminated. The CMBE shall not be liable to the Contractor for damages of any kind (general, special, consequential or exemplary) as a result of such termination.
4. Accounting Procedures. The Contractor shall comply with accounting and fiscal management procedures prescribed by the CMBE to apply to this Contract. The Contractor shall assure such fiscal control and accounting procedures as may be necessary for proper disbursement of and accounting for all project funds. The Contractor shall assure that all funds received by it pursuant to this Contract will be used only to support the cost of those activities described in this Contract.
5. Improper Payments. The Contractor shall assume all risks attendant to any improper expenditure of funds under this Contract. The Contractor shall refund to the CMBE any payment made pursuant to this Contract if it is subsequently determined by audit that such payment was improper under any applicable law, regulation or procedure. The Contractor shall make such refunds within 30 days after the CMBE notifies the Contractor in writing that a payment has been determined to be improper.
6. Contract Transfer. The Contractor shall not assign, subcontract or otherwise transfer any interest in this Contract without the prior written approval of the CMBE.
7. Contract Personnel. The Contractor agrees that it has, or will secure at its own expense, all personnel required to perform the services set forth in this Contract.
8. Key Personnel. The Contractor shall not substitute for key personnel assigned to the performance of this Contract without prior written approval from the CMBE Project Coordinator. "Key personnel" are defined as those individuals identified by name or title in this Contract or in written communication from the Contractor.
9. Contract Modifications. This Contract may be amended only by written amendment duly executed by both the CMBE and the Contractor. However, minor modifications may be made by the CMBE Project Coordinator to take advantage of unforeseen opportunities that: (a) do not change the intent of the Contract or the scope of the Contractor's performance; (b) do not increase the Contractor's total compensation or method of payment; and (c) either improve the overall quality of the product or service to the CMBE without increasing the cost, or reduce the total cost of the product or service without reducing the quantity or quality. All such minor modifications to the Contract must be recorded in writing and signed by both the Project Coordinator and the Contractor, and placed on file with this Contract. No price adjustments will be made unless the procedure has been included in the Contract and a maximum allowable amount stipulated.

10. Relationship of Parties. The Contractor is an independent contractor and not an employee of the CMBE. The conduct and control of the work will lie solely with the Contractor. This Contract shall not be construed as establishing a joint venture, partnership or any principal-agent relationship for any purpose between the Contractor and the CMBE. Employees of the Contractor shall remain subject to the exclusive control and supervision of the Contractor, which is solely responsible for their compensation.
11. Advertisement. The Contract will not be used in connection with any advertising by the Contractor without prior written approval by the CMBE.
12. Nondiscrimination. During the performance of this Contract, the Contractor shall not discriminate against or deny the Contract's benefits to any person on the basis of sexual orientation, national origin, race, ethnic background, color, religion, gender, age or disability.
13. Conflict of Interest. The Contractor represents and warrants that no member of the CMBE or any of its employees or officers has a personal or financial interest or will benefit from the performance of this Contract or has any interest in any Contract, subcontract or other agreement related to this Contract. Contractor shall not permit any member of the CMBE or any of its employees or officers to obtain a personal or financial interest or benefit from the performance of this Contract or to have any interest in any Contract, subcontract or other agreement related to this Contract, during the term of this Contract. The Contractor shall cause this paragraph to be included in all Contracts, subcontracts and other agreements related to this Contract.
14. Gratuities to CMBE. The right of the Contractor to proceed may be terminated by written notice if the CMBE determines that the Contractor, its agent or another representative offered or gave a gratuity to an official or employee of the CMBE in violation of policies of the CMBE.
15. Kickbacks to Contractor. The Contractor shall not permit any kickbacks or gratuities to be provided, directly or indirectly, to itself, its employees, subcontractors or subcontractor employees for the purpose of improperly obtaining or rewarding favorable treatment in connection with a CMBE Contract or in connection with a subcontract relating to a CMBE Contract. When the Contractor has grounds to believe that a violation of this clause may have occurred, the Contractor shall promptly report to the CMBE in writing the possible violation.
16. Monitoring and Evaluation. The Contractor shall cooperate with the CMBE, or with any other person or agency as directed by the CMBE, in monitoring, inspecting, auditing or investigating activities related to this Contract. The Contractor shall permit the CMBE to evaluate all activities conducted under this Contract. CMBE has the right at its sole discretion to require that Contractor remove any employee of Contractor from CMBE property and from performing services under this Contract following provision of notice to Contractor of the reasons for CMBE's dissatisfaction with the services of Contractor's employee.
17. Financial Responsibility. The Contractor is financially solvent and able to perform under this Contract. If requested by the CMBE, the Contractor agrees to provide a copy of its latest audited annual financial statements or other financial statements as deemed acceptable by the CMBE's Finance Officer.
18. Mediation. If a dispute arises out of or relates to this Contract, or the breach of this Contract, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to litigation.
19. No Third Party Benefits. This Contract shall not be considered by the Contractor to create any benefits on behalf of any third party. The Contractor shall include in all contracts, subcontracts or other agreements relating to this Contract an acknowledgment by the contracting parties that this Contract creates no third party benefits.

20. Confidentiality of Student Information. If, during the course of the Contractor's performance of this Contract, the Contractor should obtain any information pertaining to the students' official records, the Contractor agrees to keep any such information confidential and to not disclose or permit to be disclosed, directly or indirectly, to any person or entity any such student information. This Contract shall not be construed by either party to constitute a waiver of or to in any manner diminish the provisions for confidentiality of students' records. Additionally, pursuant to N.C.G.S. 115C-401.1, Prohibition on the Disclosure of Information about Students, it is unlawful for a person who enters into a contract with a local board of education to sell personally identifiable information that is obtained from a student as a result of that person's performance under the contract.
21. Force Majeure. If CMBE is unable to perform its obligations or to accept the services or goods because of Force Majeure (as hereinafter defined), the time for such performance by CMBE or acceptance of services will be equitably adjusted by allowing additional time for performance or acceptance of services equal to any periods of Force Majeure. "Force Majeure" shall mean any delays caused by acts of God, riot, war, terrorism, inclement weather, labor strikes, material shortages and other causes beyond the reasonable control of CMBE.
22. Contract Situs. All matters, whether sounding in contract or tort relating to the validity, construction, interpretation and enforcement of this Contract, will be determined in Mecklenburg County, North Carolina. North Carolina law will govern the interpretation and construction of this Contract.
23. Entire Agreement. This Contract constitutes and expresses the entire agreement and understanding between the parties concerning the subject matter of this Contract. This document (including exhibits, if any), any purchase order used in connection with this Contract and any other document expressly incorporated in this Contract by reference supersede all prior and contemporaneous discussions, promises, representations, agreements and understandings relative to the subject matter of this Contract.

**THE CHARLOTTE-MECKLENBURG BOARD OF EDUCATION
(known as CHARLOTTE-MECKLENBURG SCHOOLS ("CMS"))
REQUIRED ADDENDUM TO CONTRACT FOR TRAVEL-RELATED
SERVICES IF CMS IS PARTY TO THE CONTRACT
[Non-required CMS-sponsored overnight trips (including foreign travel)]**

Contractor Name: EF Educational TOURS ("Contractor")

Trip: EF INTERNATIONAL FIELD TRIPS

It is understood and agreed by Contractor that the trip participants, not CMS, pay for non-required CMS-sponsored trips and that CMS has no financial obligations in connection with non-required CMS-sponsored trips.

It is also understood and agreed that CMS reserves the right, in its sole discretion, to cancel or postpone all CMS-sponsored field trips and related travel with no advance notice. For example, CMS may cancel all field trips and travel in the event of an act of terrorism or war or the threat of an act of terrorism or war.

Notwithstanding any other provision in this or any other any other agreement between CMS and Contractor, in no event will Contractor look to CMS for any financial payments nor will it charge any cancellation fees, penalties or nonrefundable deposits to CMS.

Additionally, Contractor agrees that Contractor will not charge trip participants any cancellation fees, penalties, or nonrefundable deposits that exceed the amount of Contractor's actual out-of-pocket expenses paid to third parties (e.g. hotels, airlines, charter buses) that have not been reimbursed by such third party to Contractor. If requested by CMS, Contractor shall, within 10 days of such request, provide CMS with written evidence of all actual out-of-pocket expenses paid to third-parties that have not been reimbursed to Contractor. Contractor shall use all reasonable and good faith efforts to obtain reimbursements from all third parties. All money paid to Contractor that should be refunded to trip participants, shall be paid in full within 30 days of notice to Contractor of cancellation or postponement of a CMS-sponsored trip.

The Contractor shall indemnify and hold harmless CMS, its officers, agents, employees and assigns from and against all claims, losses, costs, damages, expenses, attorneys' fees and liability that any of them may sustain (a) arising out of the Contractor's failure to comply with any applicable law, ordinance, regulation, or industry standard; (b) arising directly or indirectly out of the Contractor's performance or lack of performance of the services or the terms and conditions of this Contract; or (c) arising out of any services paid for, or intended to be paid for, directly or indirectly by trip participants parents, PTA's, Booster Clubs or other similar organizations.

AGREED TO:

Contractor

By: PAUL M. MORIN

Its: REGIONAL SALES DIRECTOR



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
11/30/2011

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 Aon Risk Services Northeast, Inc. Boston MA Office One Federal Street Boston MA 02110 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (847) 953-5390 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED EF Travel, Inc. dba EF Education, Inc. and all Subsidiaries and Affiliates One Education Street Cambridge MA 02141 USA	INSURER A: AXA Insurance Company	33022
	INSURER B: Moderna Forsakringar SAK AB	0906FI
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER: 570044537259** **REVISION NUMBER:**

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. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <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"/> PRO-JECT <input type="checkbox"/> LOC	Y		PCS00134411 SIR applies per policy terms & conditions	10/01/2011	10/01/2012	EACH OCCURRENCE \$5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$5,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$5,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			14707808	10/01/2011	10/01/2012	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> WC <input type="checkbox"/> STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT

Certificate No : 570044537259

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Named Insured includes: EF Educational Tours, Inc. and subsidiaries and affiliates. The Charlotte-Mecklenburg Board of Education is included as Additional Insured with respect to the General liability policy where required by written contract.

CERTIFICATE HOLDER The Charlotte-Mecklenburg Board of Education Attn: Tara Brown PO Box 30035 Charlotte NC 28230 USA	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 <i>Aon Risk Services Northeast, Inc.</i>
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