

AGENDA

REGULAR SCHOOL BOARD MEETING

GADSDEN COUNTY SCHOOL BOARD
MAX D. WALKER ADMINISTRATION BUILDING
35 MARTIN LUTHER KING, JR. BLVD.
QUINCY, FLORIDA

November 17, 2015

6:00 P.M.

THIS MEETING IS OPEN TO THE PUBLIC

1. CALL TO ORDER
2. OPENING PRAYER
3. PLEDGE OF ALLEGIANCE
4. RECOGNITIONS

ITEMS FOR CONSENT

5. REVIEW OF MINUTES – **SEE ATTACHMENT**

- a. October 27, 2015, 4:30 p.m. – School Board Workshop
- b. October 27, 2015, 6:00 p.m. – Regular School Board Meeting
- c. November 3, 2015, 4:00 p.m. – Student Hearing
- d. November 3, 2015, 5:00 p.m. – Student Hearing

ACTION REQUESTED: The Superintendent recommends approval.

6. PERSONNEL MATTERS (resignations, retirements, recommendations, leaves of absence, terminations of services, volunteers, and job descriptions) – **SEE PAGE #4**

- a. Personnel 2015 – 2016

ACTION REQUESTED: The Superintendent recommends approval.

7. AGREEMENT/CONTRACT/PROJECT APPLICATIONS

- a. Head Start Updates to Moved Portables – **SEE PAGE #6**

Fund Source: Federal Funds

Amount: \$15,720.00

ACTION REQUESTED: The Superintendent recommends approval.

- b. DESF Contract for Interim 5th Grade Teachers at Havana Magnet School
SEE PAGE #8

Fund Source: General Fund
Amount: Total not to exceed \$57,189.44

ACTION REQUESTED: The Superintendent recommends approval.
 - c. Data Use Agreement – **SEE PAGE #13**

Fund Source: N/A
Amount: \$.00

ACTION REQUESTED: The Superintendent recommends approval.
8. **STUDENT MATTERS – SEE ATTACHMENT**
- a. Student Expulsion – See back-up material

Case #13-1516-0231

ACTION REQUESTED: The Superintendent recommends approval.
 - b. Student Expulsion – See back-up material

Case #14-1516-0071

ACTION REQUESTED: The Superintendent recommends approval.
 - c. Student Expulsion – See back-up material

Case #15-1516-0231

ACTION REQUESTED: The Superintendent recommends approval.
 - d. Student Expulsion – See back-up material

Case #20-1516-0051

ACTION REQUESTED: The Superintendent recommends approval.
9. **EDUCATIONAL ISSUES**
- a. School Field Trip Requests (Out-of-State) – West Gadsden High School
SEE PAGE #31

Fund Source: N/A
Amount: N/A

ACTION REQUESTED: The Superintendent recommends approval.
 - b. School Field Trip Requests (Out-of-State) – West Gadsden High School
SEE PAGE #45

Fund Source: N/A
Amount: N/A

ACTION REQUESTED: The Superintendent recommends approval.

c. 2015-16 SAC Roster – **SEE PAGE #59**

Fund Source: N/A

Amount: N/A

ACTION REQUESTED: The Superintendent recommends approval.

ITEMS FOR DISCUSSION

10. FACILITIES UPDATE
11. EDUCATIONAL ITEMS BY THE SUPERINTENDENT
12. SCHOOL BOARD REQUESTS AND CONCERNS
13. ADJOURNMENT

The School Board of Gadsden County

Reginald C. James

SUPERINTENDENT
OF SCHOOLS



"Building A Brighter Future"

35 MARTIN LUTHER KING, JR. BLVD.
QUINCY, FLORIDA 32351
TEL: (850) 627-9651
FAX: (850) 627-2760
www.gcps.k12.fl.us

November 17, 2015

The School Board of
Gadsden County, Florida
Quincy, Florida 32351

Dear School Board Members:

I am recommending that the attached list of personnel actions be approved, as indicated. I further recommend that all appointments to grant positions be contingent upon funding.

Item 6A Instructional and Non-Instructional Personnel 2015-2016

The following reflects the total number of full-time employees in this school district for the 2015-2016 school term, as of November 17, 2015.

<u>Description Per DOE Classification</u>	<u>DOE Object#</u>	<u>#Employees November 2015</u>
Classroom Teachers and Other Certified	120 & 130	416.00
Administrators	110	54.00
Non-Instructional	150, 160, & 170	378.00
		848.00

Sincerely,

Reginald C. James
Superintendent of Schools

Audrey Lewis
DISTRICT NO. 1
Havana, FL 32333
Midway, FL 32343

Steve Scott
DISTRICT NO. 2
Quincy, FL 32351
Havana, FL 32333

Isaac Simmons, Jr.
DISTRICT NO. 3
Chattahoochee, FL 323324
Greensboro, FL 32330

Charlie D. Frost
DISTRICT NO. 4
Gretna, FL 32332
Quincy, FL 32352

Roger P. Milton
DISTRICT NO. 5
Quincy, FL 32351

AGENDA ITEM 6A, INSTRUCTIONAL AND NON INSTRUCTIONAL 2015/2016

INSTRUCTIONAL

<u>Annual</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Hamilton, Kristin	WGHS	Teacher	10/26/2015
Slater, Lalita	GWM	Teacher	10/05/2015

REQUESTS FOR LEAVE, RESIGNATION, TRANSFERS, RETIREMENTS, TERMINATIONS OF EMPLOYMENT:

LEAVE

<u>Name</u>	<u>Location/Position</u>	<u>Beginning Date</u>	<u>Ending Date</u>
Ash, Octavia	JASMS/Ed Paraprofessional	11/02/2015	01/04/2016
Keaton, Diane	GWM/Teacher	10/01/2015	09/30/2015
Rumph, Tameka	CES/Guidance Counselor	11/02/2015	11/16/2015

RESIGNATION

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Butler, John	Transportation	Bus Driver	10/28/2015
Dudley, Carla	CES	Teacher	10/08/2015
Crawford, Theresa	GWM	Teacher	07/31/2015
Goodie, Gloria	HMS	Teacher	10/19/2015
Holmes, Ophelia	WGHS	Teacher	09/14/2015
Jackson, Hilda	SJES	Teacher	10/30/2015

TRANSFERS

<u>Name</u>	<u>Location/Position Transferring From</u>	<u>Location/Position Transferring To</u>	<u>Effective Date</u>
Combs, Eugenia	JASMS/Teacher	CPA/Reading Coach	11/02/2015
Davis, Allysun	GWM/Principal	GEMS/Principal	11/02/2015
Gaines, Rebecca	GEMS/Principal	GWM/.Principal	11/02/2015

TERMINATIONS

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Muhammad, Aisha	GWM	Teacher	10/16/2015
Royster, Emmett	HMS	Teacher	10/29/2015

Substitutes

<u>Teacher</u>	<u>SFS</u>
Bryant, Alice	Smith, Ruthie*
	Stanley, Girthy

*SFS and Custodial Sub



This Letter Purchase Order (LPO) for Services is issued pursuant to Agreement No. DESF 030928-PAEC between Panhandle Area Educational Consortium, Gadsden County School Board (Buyer) and DES of Florida, LLC (Seller). Buyer hereby authorizes Seller's contractor to perform the following described Services:

1. **Scope of Work:** Interim 5th Grade Teacher, Havana Magnate School

2. **Seller Contact:** Roy F DeCastro
DES of Florida LLC
PO Box 13935
Tallahassee, Florida 32317-3935
Phone: 850-893-1315
Fax: 850-894-1313

3. **Buyer Contact:** Kimberly Ferree
Assistant Superintendent for Business and Finance
35 Martin Luther King, Jr. Blvd
Quincy, Florida 32351
Phone: 850-627-9651

4. **LPO Term:** November 09, 2015 – June 06, 2016. This LPO may be terminated by Buyer upon thirty (30) days written notice to the Seller and provided, however, that such termination by Buyer shall not become effective until any/all work and transfer of knowledge specified in subject LPOs in effect at the time of said termination notice either has been completed by Seller or terminated by Buyer.

5. **LPO Cost:** Total cost, excluding expenses, shall not exceed \$28,063.22. Invoices will be billed monthly in the amount of \$3,870.79. Without exception, the fees listed in this LPO shall be in effect throughout the term of this LPO. 0 Vacation Days, 7.25 Sick/ Personal days, Holidays to follow Gadsden County School Board Policy. Any days not used will not be paid at the termination of contract Any and all expenses, including travel are included in the total. No travel will be associated with this LPO.



PRIVATE/PROPRIETARY/LOCK
CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE Gadsden County School Board
EXCEPT PURSUANT TO A WRITTEN AGREEMENT. MUST BE STORED IN LOCKED FILES WHEN NOT IN USE.

6. **Invoicing:** Invoices detailing the fees and expenses, including a reference to the LPO number, shall be submitted to the Buyer Contact listed in Item 3 of this LPO.

7. **Deliverables:** Deliverables shall be those items described in Item 1 of this LPO and will be further defined on an on-going basis throughout the term of this LPO and due as requested by the Buyer Contact listed in this LPO.

DES of Florida, LLC

Gadsden County School Board

By: 
(Authorized Signature)

By: _____
(Authorized Signature)

Name: Roy F DeCastro

Name: Ms. Audry Lewis

Date: 11/01/2015

Date: _____

Title: Managing Partner

Title: Chair

By: _____

(Authorized Signature)

Name: Reginald James

Date: _____

Title: Superintendent



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5. **LPO Cost:** Total cost, excluding expenses, shall not exceed \$29,126.22. Invoices will be billed monthly in the amount of \$3,883.50. Without exception, the fees listed in this LPO shall be in effect throughout the term of this LPO. 0 Vacation Days, 7.5 Sick/ Personal days, Holidays to follow Gadsden County School Board Policy. Any days not used will not be paid at the termination of contract Any and all expenses, including travel are included in the total. No travel will be associated with this LPO.

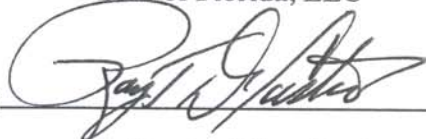
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**DES of Florida, LLC**

**Gadsden County School Board**

By:   
(Authorized Signature)

By: \_\_\_\_\_  
(Authorized Signature)

Name: Roy F DeCastro

Name: Ms. Audry Lewis

Date: 11/01/2015

Date: \_\_\_\_\_

Title: Managing Partner

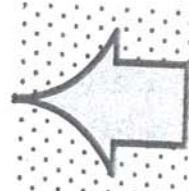
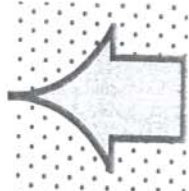
Title: Chair

By: \_\_\_\_\_  
(Authorized Signature)

Name: Reginald James

Date: \_\_\_\_\_

Title: Superintendent



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SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 7c

DATE OF SCHOOL BOARD MEETING: November 17, 2015

TITLE OF AGENDA ITEM: Data Use Agreement

DIVISION: Technology Department

       This is a CONTINUATION of a current project, grant, etc.

**PURPOSE AND SUMMARY OF ITEM:**

Board approval is requested for the Data Use Agreement. The Gadsden County Health Department (provides health services at our school sites) has contracted with Healthmaster Holdings LLC to provide to web-based product for use as a tool to provide a conduit to information needed to complete their mission of providing care to our student population. Healthmaster Holdings in order to provide this service to the Health Department will need access to certain student information which is currently in the custodial care of the School District; housed on our data network. The Data Use Agreement assures the District any information shared with Healthmaster will be protected and meets all of the standards required by HIPPA and FERPA.

**FUND SOURCE:**

AMOUNT: \$0.00

PREPARED BY: John Thomas

POSITION: Network Coordinator

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INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

       Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered \_\_\_\_\_

CHAIRMAN'S SIGNATURE: page(s) numbered \_\_\_\_\_

REVIEWED BY: \_\_\_\_\_

## Data Use Agreement

This **Data Use Agreement** (the "Agreement") by and between the Gadsden County School District ("GCSD"), a local education agency in the State of Florida, and Healthmaster Holdings LLC, with principal offices at 2655 Oakley Park Rd. Suite 100, Walled Lake, MI 48390 ("Healthmaster"), is entered into as of the date last written below ("the Effective Date").

This Agreement consists of this signature page and the following attachments that are attached hereto and incorporated in this Agreement by this reference:

- Attachment 1: Vendor Information Use Agreement Terms and Conditions
- Attachment 2 GCSD Information Sharing Request
- Attachment 3: Vendor Information Use Request
- Attachment 4: Modified HealthOffice® Anywhere Master Web Services Agreement

This Agreement is the complete agreement between the parties hereto concerning the subject matter of this Agreement and replaces any prior oral or written communications between the parties. There are no conditions, understandings, agreements, representations, or warranties, expressed or implied, which are not specified herein. This Agreement may only be modified by a written document executed by the parties hereto. This Agreement shall be governed by the laws of State of Florida without regard to its conflict of laws rules. The state courts located in Gadsden County, Florida or the United States District Court Northern District of Florida located in Tallahassee, Florida shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement. Each party hereby consents to the exclusive jurisdiction of such courts. Each party also hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement. In the event of a conflict in any of the terms or conditions of this Agreement (including Attachments 1, 2 and 3) and the terms and conditions in Attachment 4: HealthOffice® Anywhere Master Web Services Agreement, the terms and conditions of this Agreement shall control.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed. Each party warrants and represents that its respective signatories whose signatures appear below have been and are on the date of signature duly authorized to execute this Agreement.

Healthmaster Holdings LLC  
(Healthmaster)

Gadsden County School District  
(GCSD)

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

Name: Steven W. McGovern  
Director of Technology

Name: \_\_\_\_\_  
GCSD Project Sponsor/Contact

Date: October 21, 2015

Date: \_\_\_\_\_

## Attachment 1

### VENDOR INFORMATION USE TERMS AND CONDITIONS

**Objective:** To ensure that a secure method of data transmission and use is provided between GCSD and Healthmaster to enable Healthmaster to perform services in accordance with its agreement with the Gadsden County Health Department, and to provide guidelines for the use of information GCSD makes available to Healthmaster.

**Definition:** “Information” means GCSD information listed in the GCSD Information Sharing Request (Attachment 2).

1. Right to Use GCSD Information. Healthmaster may only use the Information for business purposes as outlined in Attachment 3: Vendor Information Use Request.
2. Return of GCSD Information. Within 10 days after termination of this agreement Healthmaster must return all GCSD information to GCSD and remove all GCSD information from Healthmaster systems, including, but not limited to servers, workstations, storage media, and backup media.
3. GCSD Owned Information.
  - 3.1 GCSD may, in GCSD’s sole discretion, make certain GCSD information available to Healthmaster for the completion of Healthmaster work for the Gadsden County Health Department.
  - 3.2 Healthmaster shall not modify GCSD information unless prior written approval is received from authorized GCSD personnel.
4. Information Security.
  - 4.1 Healthmaster will allow only Authorized Healthmaster Employees to access GCSD information. “Authorized Healthmaster Employees” shall mean those employees set forth on Attachment 3: Steven McGovern, Healthmaster’s Director of Technology, and Duane Nieminen, Healthmaster’s Systems Administrator, and those additional employees that Healthmaster has provided in writing to GCSD after execution of this agreement, who have been deemed authorized to access GCSD information as needed to perform services set forth in its agreement with the Gadsden County Health Department. Healthmaster shall be solely responsible for ensuring that Authorized Healthmaster Employees are not security risks, and upon GCSD’ request, Healthmaster will provide GCSD with any information reasonably necessary for GCSD to evaluate security issues relating to any Authorized Healthmaster Employee or Healthmaster information systems.
  - 4.2 Each party will be solely responsible for the selection, implementation, and maintenance of security procedures and policies that are sufficient to ensure that

(a) such party's use of the information is secure and is used only for authorized purposes, and (b) such party's business records and data are protected against improper access, use, loss alteration or destruction.

4.3 All emails containing student information from a GCSD educational record must be encrypted or otherwise secured.

5. Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g

5.1 "Education records" are defined as records that are directly related to a student and maintained by the GCSD or by a party acting for the GCSD. "Disclosure" means to permit access to or the release, transfer, or other communication of personally identifiable information contained in education records to any party by any means.

5.2 FERPA specifically addresses disclosure of education records to contractors, consultants, volunteers and service providers who are not employees of an educational agency or institution. FERPA states that these individuals may have access to records if they: (1) perform an institutional service or function for which the agency or institution would otherwise use employees; and (2) are under the direct control of the agency or institution with respect to the use and maintenance of education records.

5.3 Healthmaster provides one or more services for the GCSD through its contract with the Gadsden County Health Department that GCSD would otherwise provide for itself using employees. Healthmaster would have "legitimate educational interests" in the information disclosed if the service were performed by employees. Healthmaster is under the direct control of the educational agency or institution with respect to the use and maintenance of information from education records in accordance with the terms of the Modified HealthOffice<sup>®</sup> Anywhere Master Web Services Agreement (Attachment 4).

5.4 Healthmaster may use the information disclosed only for the purposes for which the disclosure was made and may not re-disclose the information to any other party without prior written consent of the parent/guardian or eligible student and prior written notice to GCSD, except as authorized by FERPA. Any GCSD information disclosed to a third party, in accordance with the terms set forth above, must be destroyed once the information is no longer needed for its permitted use.

5.5 Healthmaster shall comply with any obligation of GCSD not to disclose "directory information" concerning any student when the student's parents/guardian (or the student, where applicable) have opted out of the disclosure of the student's "directory information" under FERPA. In the event Healthmaster receives a request for disclosure of "directory information", it shall inform GCSD and request confirmation that the information request meets the criteria for "directory information" under applicable CGSD policy.



6. DISCLAIMER OF WARRANTIES. NEITHER PARTY MAKES ANY WARRANTIES, EXPRESSED OR IMPLIED, CONCERNING ANY SUBJECT MATTER OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7. LIMITATION OF LIABILITY.

7.1 IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY DAMAGES RESULTING FROM ANY DELAY, OMISSION OR ERROR IN THE ELECTRONIC TRANSMISSION OR RECEIPT OF DATA PURSUANT TO THIS AGREEMENT, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

8. Confidentiality.

8.1 GCSD possesses records constituting "confidential information" that are protected from disclosure by law. If Healthmaster has access to, has custody of, or creates legally protected confidential information on behalf of GCSD in the course of providing goods or services to the GCSD, Healthmaster shall not disclose, and shall use its best efforts not to allow to be disclosed, such information except as directed by the GCSD and/or in accordance with the provisions of the law protecting the information. Examples of such information include, but are not necessarily limited to, all employment related records required by law, employee personal health or insurance information, attorney-client privileged information, trade secrets, procurement related information, land acquisition information, and in general any record the District is permitted to exempt from disclosure pursuant to the State of Michigan Freedom of Information Act ("FOIA") or similar provisions of other State or Federal laws.

8.2 The parties acknowledge that by reason of their relationship to each other hereunder, each will have access to certain information and materials concerning the others technology and products that is confidential and of substantial value to that party, which value would be impaired if such information were disclosed to third parties ("Confidential Information"). Should such Confidential Information be orally or visually disclosed, the disclosing party shall identify and summarize the disclosed information in writing within ten (10) days of disclosure. Each party agrees that it will not use in any way for its own account, except as provided herein, nor disclose to any third party, any such Confidential Information revealed to it by the other party. Each party will take every reasonable precaution to protect the confidentiality of such Confidential Information. Upon request by the

receiving party, the disclosing party shall advise whether or not it considers any particular information or materials to be Confidential Information. The receiving party acknowledges that unauthorized use or disclosure thereof could cause the disclosing party irreparable harm that could not be compensated by monetary damages. Accordingly each party agrees that the other will be entitled to seek injunctive and preliminary relief to remedy any actual or threatened unauthorized use or disclosure of such other party's Confidential Information. The receiving party's obligation of confidentiality shall not apply to information that: (a) is already known to the receiving party or is publicly available at the time of disclosure; (b) is disclosed to the receiving party by a third party who is not in breach of an obligation of confidentiality to the party to this agreement which is claiming a proprietary right in such information; or (c) becomes publicly available after disclosure through no fault of the receiving party.

9. Term, Termination and Survival. This Agreement will remain in effect until terminated by either party. Either party may terminate this agreement for convenience by providing not less than thirty (30) days prior written notice, which notice will specify the effective date of termination. Either party may also terminate this Agreement immediately upon the other party's breach of this Agreement.

10. MISCELLANEOUS.

10.1 Severability. If for any reason a court of competent jurisdiction finds any provision or portion of this Agreement to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement will continue in full force and effect.

10.2 Waiver. The failure of any party to enforce any of the provisions of this Agreement will not be construed to be a waiver of the right of such party thereafter to enforce such provisions.

10.3 Assignment. Neither party may assign this Agreement, in whole or in part, without the other party's prior written consent. Any attempt to assign this Agreement, without such consent, will be null and of no effect. Subject to the foregoing, this Agreement is for the benefit of and will be binding upon the parties' respective successors and permitted assigns.

10.4 Force Majeure. Neither party will be liable for any failure to perform its obligations in connection with any Transaction or any Document if such failure results from any act of God or other cause beyond such party's reasonable control (including, without limitation, any mechanical, electronic or communications failure) which prevents such party from transmitting or receiving any information or documents.

10.5 Conflict. In the event of any conflict between the provisions of these Vendor Information Use Terms and Conditions and any appendix, this Charter shall prevail. If any

provisions of the appendices are inconsistent with each other, the later dated appendix shall prevail.

**Attachment 2**  
**GCSO Sharing Request**

All GCSO requests for information sharing must be accompanied by this completed Information Requirements Document. This document should be completed by the GCSO person or group requesting the information be shared.

- A.     Requester Information  
Name:  
Department/School:  
Manager's Name:  
Director's Name:  
Principal's Name:  
Phone Number:  
Email Address:
- B.     Information Owner Information:  
Name:  
Department:  
Manager's Name:  
Director's Name:  
Phone Number:  
Email Address:
- C.     ETS Technical Contact Information  
Name:  
Department:  
Manager's Name:  
Director's Name:  
Phone Number:  
Email Address
- D.     Back-up Point of Contact:  
Name:  
Department:  
Manager's Name:  
Director's Name:  
Phone Number:  
Pager Number:  
Email Address
- E.     Justification of information sharing.  
What is the desired end result of sharing this information?  
***Primary data integration with HealthOffice Services.***

- F. What are the privacy and legal requirements for this information?  
*Standard HIPAA and FERPA privacy and legal requirements.*
- G. What type of information is to be shared? Be specific: *Student Name, student identification numbers, Student Mailing Addresses, Student phone number, Student email addresses, Medicaid ID numbers, contact information, health record event information, educational statuses, FTP login information.*
- H. What is the original source of this information (SASI, SQL, etc)? *Gadsden County School District student information systems and related data systems..*
- I. What GCSD department or school is the owner of the information? *Student Health Services*
- J. In what format will the information be given to the vendor? *Student data files transferred VIA encrypted sFTP protocol.*
- K. What method will be used to deliver the information to the vendor? Include any security controls\* in the delivery or transmission of the information.  
*Standard high encryption sFTP file transfer using district data files.*

\*When dealing with student information and records which include unique identifying number, social security numbers, student addresses and/or names, the Family Educational Rights and Privacy Act (FERPA, 20 U.S.C. § 1232g) requires action be taken to protect that information.

**Attachment 3**  
**Vendor Information Use Requirements**

This document must be completed by the vendor representative requesting the use of GCSD information.

A. Vendor Contact Information

Healthmaster Name: **Healthmaster Holdings LLC**

Address: 2655 Oakley Park Rd. Suite 100, Walled Lake, MI 48390

Contact: **Steven McGovern**

Phone Number: (248) 960-8900

Email Address: steven.mcgovern@healthmaster.com

B. Vendor Technical Point of Contact:

Name: **Duane Nieminen**

Title: Systems Administrator

Address: 2655 Oakley Park Rd. Suite 100, Walled Lake, MI 48390

Phone Number: (248) 960-8900

Email Address: duane.nieminen@healthmaster.com

## Attachment 4

### Modified HealthOffice® Anywhere Master Web Services Agreement



Healthmaster Holdings LLC

### Modified HealthOffice® Anywhere Master Web Services Agreement

PLEASE READ THESE TERMS AND CONDITIONS VERY CAREFULLY BEFORE USING HEALTHMASTER HOLDINGS LLC HEALTHOFFICE WEB SERVICES.

THIS AGREEMENT STATES THE TERMS AND CONDITIONS UPON WHICH HEALTHMASTER HOLDINGS LLC OFFERS TO ALLOW YOU ACCESS AND USE OF ITS HEALTHOFFICE WEB SERVICES.

BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR BY USING THE SERVICES OR BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, YOU ARE AGREEING TO BECOME BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.

IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A SCHOOL DISTRICT, COMPANY, OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, YOU MUST NOT ACCEPT THIS AGREEMENT ON BEHALF OF SUCH ENTITY, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

IF YOU DO NOT AGREE TO AND ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT, PLEASE PRESS THE "NO" BUTTON AND CLOSE YOUR BROWSER TO EXIT THIS PROGRAM SINCE HEALTHMASTER IS UNWILLING TO ALLOW YOU TO ACCESS AND/OR TO USE THE SERVICES OR ITS RELATED SOFTWARE APPLICATION(S). BY CLICKING "I AGREE" AND/OR USING HEALTHMASTER'S HEALTHOFFICE WEB SERVICES, YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS HEALTHOFFICE MASTER WEB SERVICES AGREEMENT

You may not access the Services if You are a direct competitor of Healthmaster, except with Healthmaster's prior written consent signed by its Chief Executive Officer. In addition, You may not access the Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

This Modified HealthOffice Anywhere Master Web Services Agreement (Agreement) is by and between Healthmaster Holdings LLC (Healthmaster), with offices at 2655 Oakley Park Road, Suite 100, Walled Lake, MI 48390 and the Gadsden County School District ("GCSD"), a local education agency in the State of Florida, individual, corporation, partnership, association, joint-stock company, trust, unincorporated organization, or government or political subdivision which is utilizing Healthmaster's application hosting, or other services provided hereunder ("You"). In consideration of the mutual promises, covenants and agreements hereinafter set forth, Healthmaster and You agree as follows:

#### 1. Definitions.

"Your Data" means all electronic data or information submitted by You or Your Users to the Service.

"Ordering Documents" means the Healthmaster Sales Quote (Quote) and, if provided, any related purchase order (P.O.) representing the initial purchase of the Service as well as any subsequent Quotes

and related P.O.s related to the Service agreed to between Healthmaster and Gadsden County Health Department in writing from time to time, which are hereby deemed incorporated into the Ordering Documents from time to time and that specify, among other things, the particular modules ordered, the number of subscriptions ordered, type of subscription, the subscription term and the applicable fees.

"**Service**" means the online, hosted, HealthOffice Anywhere service, including access to the applicable modules of the HealthOffice Anywhere software application and any associated offline components provided by Healthmaster via designated websites and Healthmaster's telephone support services.

"**Affiliate**" means any entity which directly or indirectly controls, is controlled by, has an exclusive health records processing agreement (e.g. Gadsden County Health Department, Charter Schools) subject to Your control or is under common control with the subject entity.

"**User Guide**" means the online user guide for the Service, accessible as part of the applicable modules of the HealthOffice Anywhere software application and/or a website designated by Healthmaster, as updated from time to time.

"**Users**" means Your employees, consultants, contractors or agents who are authorized to use the Service and have been supplied user identifications and passwords by You (or by Healthmaster at Your request).

"**Concurrent Users**" means the maximum number of Users that can login and use the Service to access a particular HealthOffice Anywhere software application at the same time. The Ordering Documents will specify the particular software application(s) and the number of Concurrent Users.

## 2. Service.

**2.1 Provision of Service.** Healthmaster shall make the Service available to You pursuant to the terms and conditions set forth in this Agreement and any and all Ordering Documents executed hereunder from time to time. During the term of this Agreement, (i) the Service shall perform materially in accordance with the User Guide, and (ii) the functionality of the Service will not be materially decreased from that available as of the Effective Date. You agree that your purchase of subscriptions is not contingent upon the delivery of any future functionality or features nor is it dependent upon any oral or written public comments made by Healthmaster with respect to future functionality or features.

**2.2 Increasing the number of Concurrent Users.** User subscriptions are for a specific number of Concurrent Users. You can assign an unlimited number of Users to use the Service but User access to the Service at any given time is limited to the number of Concurrent Users. Unless otherwise specified in the relevant Ordering Documents (i) any increase in the number of Concurrent Users shall be coterminous with the expiration of the then current subscription term; and (ii) pricing for the additional Concurrent Users subscriptions shall be at the list price in effect at the time of ordering such additional subscriptions, prorated for the remainder of the then current subscription term.

## 3. Use of the Service.

**3.1 Healthmaster Responsibilities.** Healthmaster shall: (i) in addition to its confidentiality obligations under Section 6, not edit or disclose Your Data to any party other than You or the Gadsden County Health Department; (ii) maintain the security and integrity of the Service and Your Data; (iii) provide telephone and online standard support to Your Users, at no additional charge; and (iv) use commercially reasonable efforts to make the Service generally available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which Healthmaster shall give at least 8 hours notice via the Service and which Healthmaster shall schedule to the extent reasonably practicable during the weekend hours from 6:00 p.m. EST Friday to 3:00 a.m. EST Monday); or (b) any unavailability caused by circumstances beyond Healthmaster's reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Healthmaster employees), computer, telecommunications, Internet service provider or hosting facility failures or delays involving hardware, software or power systems not within Healthmaster's possession or reasonable control, and network intrusions or denial of service attacks.

**3.2 Your Responsibilities.** You are responsible for all activities that occur under Your User accounts. You shall: (i) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and



appropriateness of all Your Data; (ii) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Service, and notify Healthmaster promptly of any such unauthorized use; and (iii) comply with all applicable local, state, federal, and foreign laws in using the Service, including FERPA and HIPAA, as applicable, and, if using the Service outside of the United States, not use the Service in a manner that would violate any federal or state laws of the United States if conducted therein. Additionally, You are responsible for the timely cooperation of Your Information Technology (IT) department in providing information, data transfers, access and priority status necessary to keep Your database current and for the Service to operate at acceptable performance levels for Your Users.

**3.3 Use Guidelines.** You shall use the Service solely for your internal business purposes as contemplated by this Agreement and shall not: (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Service available to any third party, other than as contemplated by this Agreement; (ii) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (iii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violative of third party privacy rights; (iv) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (v) interfere with or disrupt the integrity or performance of the Service or the data contained therein; or (vi) attempt to gain unauthorized access to the Service or its related systems or networks.

**3.4 Third-Party Providers.** Certain third-party providers, some of which may be listed on pages within Healthmaster's website, offer or may offer products and services related to the Service, including Student Interoperability Framework (SIF) agents, implementation, training and other consulting services related to Your use of the Service and applications (both offline and online) that work in conjunction with the Service, such as by exchanging data with the Service or by offering additional functionality within the user interface of the Service through use of the Service's application programming interface. Healthmaster does not warrant any such third-party providers or any of their products or services, whether or not such products or services are designated by Healthmaster as "certified," "validated" or otherwise. Any exchange of data or other interaction between You and a third-party provider, and any purchase by You of any product or service offered by such third-party provider, is solely between You and such third-party provider. In addition, from time to time, certain additional functionality (not defined as part of the Service) may be offered by Healthmaster to You, for an additional fee, pursuant to terms specified by Healthmaster or a third party licensor and agreed to by You in connection with a separate purchase by You of such additional functionality. Your use of any such additional functionality shall be governed by such terms, which shall prevail in the event of any inconsistency with the terms of this Agreement. No purchase of non-Healthmaster products and services is required to use the Service except a supported computing device, operating system, web browser and Internet connection.

#### **4. Fees & Payment.**

**4.1 User Fees.** You shall pay all fees specified in all executed Ordering Documents hereunder on an annual basis, in advance. Except as otherwise provided, all fees are quoted in United States dollars. Fees are based on the number of Concurrent Users subscriptions set forth in the relevant Ordering Documents, not the extent of actual usage. Except as otherwise provided, fees are non-refundable, and the number of subscriptions purchased cannot be decreased during the relevant subscription term stated on the Ordering Documents. Because fees are based on annual units, fees for additional subscriptions purchased during the subscription term, will be charged on a pro-rata basis (number of months remaining in the subscription term divided by the total months in the subscription term) beginning in the monthly period they are ordered, irrespective of which day of the month they are ordered, in full for the month ordered and going forward based on the number of monthly periods remaining in the subscription term.

**4.2 Invoicing & Payment.** Fees for the Service will be invoiced in advance except as otherwise set forth in the relevant Ordering Documents. Unless otherwise stated in the Ordering Documents, charges are due net 30 days from the invoice date. Unless otherwise stated in the Ordering Documents, all payments made under this Agreement shall be in United States dollars.

**4.3 Overdue Charges.** If any charges are not received from You by the due date, then at Our discretion, (a) such charges may accrue late interest at the rate of 1.5% of the outstanding balance per

month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid, and/or (b) We may condition future subscription renewals and Ordering Documents on payment terms shorter than those specified in Section 4.2, above.

**4.4 Suspension of Service.** If Your account is 30 days or more overdue (except with respect to charges then under reasonable and good faith dispute), in addition to any of its other rights or remedies, Healthmaster reserves the right to suspend the Service provided to You, without liability to You, until such amounts are paid in full. We will not exercise Our rights under this Section 4.4 or Section 4.3, above, if You are disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute.

**4.5 Taxes.** Unless otherwise stated, Healthmaster's fees do not include any local, state, federal or foreign taxes, levies, business licenses or duties of any nature ("Taxes"). You are responsible for paying all Taxes, excluding only taxes based on Healthmaster's income. If Healthmaster has the legal obligation to pay or collect Taxes for which You are responsible under this section, the appropriate amount shall be invoiced to and paid by You unless You provides Healthmaster with a valid tax exemption certificate authorized by the appropriate taxing authority.

**4.6 Contact Information.** You shall maintain complete and accurate contact information on the Service at all times.

## **5. Proprietary Rights.**

**5.1 Reservation of Rights.** You acknowledge that in providing the Service, Healthmaster utilizes (i) the Healthmaster and HealthOffice name, the Healthmaster logo, the Healthmaster.com domain name, the product and service names associated with the Service, including, but not limited to HealthOffice Anywhere application software, and other trademarks and service marks; (ii) certain audio and visual information, documents, software and other works of authorship; and (iii) other technology, software, hardware, products, processes, algorithms, user interfaces, know-how and other trade secrets, techniques, designs, inventions and other tangible or intangible technical material or information (collectively, "**Healthmaster Technology**") and that the Healthmaster Technology is covered by intellectual property rights owned or licensed by Healthmaster (collectively, "**Healthmaster IP Rights**"). Other than as expressly set forth in this Agreement, no license or other rights in or to the Healthmaster Technology or Healthmaster IP Rights are granted to You, and all such licenses and rights are hereby expressly reserved.

**5.2 License Grant.** Healthmaster grants You and Your Users a worldwide, non-perpetual, non-exclusive, non-transferable, terminable, non-sublicenseable right to access and use the Service in accordance with the terms of this Agreement.

**5.3 Restrictions.** You shall not (i) modify, copy or create derivative works based on the Service or Healthmaster Technology; (ii) create Internet "links" to or from the Service, or "frame" or "mirror" any content forming part of the Service, other than on Your own intranets or otherwise for your own internal business purposes; or (iii) disassemble, reverse engineer, or decompile the Service or Healthmaster Technology, or access it in order to (A) build a competitive product or service, (B) build a product or service using similar ideas, features, functions or graphics of the Service, or (C) copy any ideas, features, functions or graphics of the Service.

**5.4 Your Data.** As between Healthmaster and You, all Your Data is owned exclusively by You. Your Data shall be considered Confidential Information subject to the terms of this Agreement. Healthmaster will not use, share, sell or otherwise disclose any of Your Data for any purpose other than as covered under the terms of this Agreement without Your written consent or as required by law. Healthmaster may access Your User accounts, including Your Data, solely to respond to service or technical problems, improve the Service or at Your request.

**5.5 Suggestions.** Any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by You or Your Users relating to the operation of the Service shall become the

property of Healthmaster and shall, at Healthmaster's option, be used or incorporated into the Service and further shall be incorporated into and become a part of **Healthmaster Technology** and **Healthmaster IP Rights** without further compensation to You or Your Users.

## 6. Confidentiality.

**6.1 Definition of Confidential Information.** As used herein, "**Confidential Information**" means all confidential and proprietary information of a party ("**Disclosing Party**") disclosed to the other party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including the terms and conditions of this Agreement (including pricing and other terms reflected in all Ordering Documents hereunder), Your Data, the Service, the Healthmaster Technology, business and marketing plans, technology and technical information, product designs, and business processes. Confidential Information (except for Your Data) shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party.

**6.2 Confidentiality.** The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except with the Disclosing Party's prior written permission.

**6.3 Protection.** Each party agrees to protect the confidentiality of the Confidential Information of the other party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event shall either party exercise less than reasonable care in protecting such Confidential Information.

**6.4 Compelled Disclosure.** If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

**6.5 Remedies.** If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of this Section 6, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the parties that any other available remedies are inadequate.

## 7. Warranties & Disclaimers.

**7.1 Warranties.** Each party represents and warrants that it has the legal power to enter into this Agreement. Healthmaster represents and warrants that (i) it will provide the Service in a manner consistent with general industry standards reasonably applicable to the provision thereof; (ii) it owns or otherwise has sufficient rights to the Service and the Healthmaster Technology to grant the rights and licenses granted herein; and (iii) the Service and Healthmaster Technology do not infringe any intellectual property rights of any third party.

**7.2 Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, HEALTHMASTER MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. HEALTHMASTER HEREBY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

## 8. Limitation of Liability.

**8.1 Limitation of Liability.** IN NO EVENT SHALL HEALTHMASTER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE LESSER OF \$5,000 OR THE AMOUNTS ACTUALLY PAID BY AND DUE FROM YOU HEREUNDER FOR THE THEN CURRENT ANNUAL PERIOD.

**8.2 Exclusion of Consequential and Related Damages.** IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS, LOSS OF USE, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

**8.3 Limitation of Action.** Except for actions for non-payment or breach of either party's intellectual property rights, no action (regardless of form) arising out of this Agreement may be commenced by either party more than one (1) year after the cause of action has accrued.

## 9. Term & Termination.

**9.1 Term of Agreement.** This Agreement commences on the Effective Date and continues until all User subscriptions granted in accordance with this Agreement have expired or been terminated.

**9.2 Term of User Subscriptions.** User subscriptions commence on the start date specified in the relevant Ordering Documents, or, if no start date is specified, on the date of the relevant Ordering Documents (Effective Date), and continue for the subscription term specified therein. User subscriptions shall automatically renew for additional periods of one (1) year unless You give Healthmaster written notice of termination prior to the end of the relevant subscription term.

**9.3 Termination.** A party may terminate this Agreement in one of the following instances: (i) upon 30 days written notice that the contract between Healthmaster and the Gadsden County Health Department has been or will be terminated; or (ii) upon 10 days written notice of a material breach or FERPA violation by Healthmaster concerning the storage, use and transmission of GCSD information.

**9.4 Return of Your Data.** Upon written request by You made within 10 days of the effective date of termination, Healthmaster will make available to You for download, a file of Your Data as a Microsoft SQL Server database backup (.bak). After such 45-day period, Healthmaster shall have no obligation to maintain or provide any of Your Data and shall thereafter, unless legally prohibited, delete all of Your Data in its systems or otherwise in its possession or under its control.

**9.5 Surviving Provisions.** The following provisions shall survive any termination or expiration of this Agreement: Sections 4, 5 (excluding Section 5.2), 6, 7, 8, 9, 10 and 11.

## 10. General Provisions.

**10.1 Relationship of the Parties.** This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

**10.2 No Third-Party Beneficiaries.** There are no third-party beneficiaries to this Agreement.

**10.3 Notices.** All notices under this Agreement shall be in writing and shall be deemed to have been given upon: (i) personal delivery; (ii) the second business day after mailing; (iii) the second business day after sending by confirmed facsimile; or (iv) the second business day after sending by email. Notices to Healthmaster shall be addressed to the attention of its Vice President of Sales, with a copy to its President. Notices to You are to be addressed as set forth in the Ordering Documents.

**10.4 Waiver and Cumulative Remedies.** No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

**10.5 Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

**10.6 Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior express written consent of the other party. Notwithstanding the foregoing, either party may assign this Agreement together with all rights and obligations hereunder, without consent of the other party, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. Any attempt by a party to assign its rights or obligations under this Agreement in breach of this section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

**10.7 Governing Law.** This Agreement shall be governed exclusively by the internal laws of the State of Florida, without regard to its conflicts of laws rules unless otherwise explicitly stated in the Ordering Documents.

**10.8 Venue.** The state courts located in Gadsden County, Florida or the United States District Court Northern District of Florida located in Tallahassee, Florida shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement unless otherwise explicitly stated in the Ordering Documents. Each party hereby consents to the exclusive jurisdiction of such courts. Each party also hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

**10.9 Export Control Laws.** Each party shall comply with all United States and foreign export control laws or regulations applicable to its performance under this Agreement.

**10.10 Government Users.** The Service includes the use of software that is a "commercial item," as that term is defined at 48 C.F.R. 2.101 (OCT 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (SEPT 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (JUNE 1995), all U.S. Government End Users acquire the Software and Documentation with only those rights set forth herein.

**10.11 Entire Agreement.** This Agreement, including all exhibits and addenda hereto and all Ordering Documents executed hereunder, constitute the entire agreement between the parties, and supersede all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. In the event of any conflict between the provisions in this Agreement and any exhibit or addendum hereto, or Ordering Documents executed hereunder, the terms of such exhibit, addendum or Ordering Documents shall prevail to the extent of any inconsistency. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Your purchase order or in any other of Your order documentation (excluding Ordering Documents) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

**10.12 Drafting Conventions.** This Agreement is to be construed according to the following principles: (a) the captions of the sections in this Agreement are provided for convenience only and do not affect its meaning; (b) the words "party" and "parties" refer only to a named party to this Agreement; (c) examples are not to be construed to limit, expressly or by implication, the matter they illustrate; (d) the word "includes" and its syntactic variants mean "includes, but is not limited to" and corresponding syntactic

variant expressions; and (e) unless specified otherwise, any reference to a statute or regulation means that statute or regulation as amended or supplemented from time to time and any corresponding provisions of successor statutes or regulations.

SUMMARY SHEET

*MSD for RWS*

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

**AGENDA ITEM NO.** 9a

**Date of School Board Meeting:** November 17, 2015

**TITLE OF AGENDA ITEM:** School Field Trip Requests (Out-of-State) – West Gadsden High

**DIVISION:** Pre-K – 12 Education

\_\_\_\_\_ This is a CONTINUATION of a current project, grant, etc.

**PURPOSE AND SUMMARY OF ITEM:**

(Type and Double Space)

According to School Board Policy 2340 (Field and Other District-Sponsored Trips), all out-of-state field trips must be approved by the School Board. West Gadsden High School is requesting approval for an out-of-state field trip to Memphis, Tennessee. Please see attached documentation.

**FUND SOURCE:** N/A

**AMOUNT:** N/A

**PREPARED BY:** Rosalyn W. Smith

**POSITION:** Deputy Superintendent

-----  
INSTRUCTIONS TO BE COMPLETED BY PREPARER

\_\_\_\_\_ Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered \_\_\_\_\_

CHAIRMAN'S SIGNATURE: page(s) numbered \_\_\_\_\_

11/17/15  
11/17/15

**FORM MUST BE RECEIVED IN DISTRICT OFFICE 2 WEEKS PRIOR TO TRIP**

**FIELD TRIP REQUEST**

|                                            |                                                                      |
|--------------------------------------------|----------------------------------------------------------------------|
| <b>SCHOOL:</b><br>West Gadsden High School | <b>CONTACT FOR FIELD TRIP:</b><br>Erica Lightfoot & Cynthia Reynolds |
|--------------------------------------------|----------------------------------------------------------------------|


|                                               |                                                                                      |
|-----------------------------------------------|--------------------------------------------------------------------------------------|
| <b>DATE OF TRIP:</b><br>February 17 -19, 2015 | <b>WHO IS ATTENDING: (grade/organization)</b><br>Career Technical Education Programs |
|-----------------------------------------------|--------------------------------------------------------------------------------------|

|                                       |                                                                                          |
|---------------------------------------|------------------------------------------------------------------------------------------|
| <b>LOCATION:</b><br>Memphis Tennessee | <b>TRAVELING BY:</b><br>_____ School bus <input checked="" type="checkbox"/> Charter bus |
|---------------------------------------|------------------------------------------------------------------------------------------|

|                                                                                                                                      |
|--------------------------------------------------------------------------------------------------------------------------------------|
| <b>PURPOSE:</b><br>The students will attend an educational field trip to tour venues within the Memphis Tennessee Historic District. |
|--------------------------------------------------------------------------------------------------------------------------------------|

|                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                 |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>SCHOOL BUS – Required items for approval:</b> <ol style="list-style-type: none"> <li>1. Principal’s signature</li> <li>2. Complete list of participants and chaperones</li> <li>3. Complete final itinerary</li> </ol> | <b>CHARTER BUS – Required items for approval:</b> <ol style="list-style-type: none"> <li>1. Principal’s signature</li> <li>2. Complete list of participants and chaperones</li> <li>3. Complete final itinerary</li> <li>4. Copy of charter bus contract with signatures</li> <li>5. Proof of Insurance showing either district or school as insured</li> </ol> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

  
Signature of Person Requesting Trip

  
Approval of Principal (signature required)

|                                                    |               |
|----------------------------------------------------|---------------|
| _____ APPROVED                                     | _____ DENIED  |
| _____<br>Rosalyn W. Smith<br>Deputy Superintendent | _____<br>Date |

**Please forward completed form via district mail or fax to:**  
**Mrs. Cheryl Ellison**  
**Administrative Assistant for Curriculum & Instruction**  
**Fax: (850) 627-3530      Email: ellisonc@gcpsmail.com**



# Itinerary

## Wednesday, February 17, 2016

**6:00 pm** Depart WGHS

**8:00 pm** Stop for dinner in Montgomery, Al (included)

## Thursday, February 18, 2016

**8:00 AM** Stop for breakfast (on your own)

**9:00 AM** Arrive at the Lorraine Hotel

450 Mulberry St. Memphis, TN 38103 (901) 521-9699

**Noon** Lunch at the local mall (on your own)

**3:00 PM** Check in at Drury INN

735 Goodman Road

Horn Lake, MS 38637 662-349-6622

**6:00 PM** Dinner (included)

## Friday, February 19, 2016

**8:00 AM** Breakfast at Drury Inn (included)

**9:00 AM** Travel to Stax Museum of America Soul Music

926 East Lemore Ave. 901-261-6338

**Noon** Lunch in Memphis

**1:00 PM** Depart Memphis, TN to Montgomery, AL

**5:00 PM** Dinner in Montgomery, AL

**9:00 PM** Arrive at WGHS

**CAREER TECHNICAL EDUCATION  
HISTORIC MUSEUM FIELD TRIP  
MEMPHIS, TENNESSEE  
FEBRUARY 17 – 19, 2016**

**PARTICIPANTS:**

26 participants

**CHAPERONES:**

**Mrs. Erica Lightfoot  
Mr. Harold Martin  
Mr. Delwyn Hall**

**Ms. Cynthia Reynolds**

# BLS Charters, Inc

526 KORNEGAY ST  
 DOTHAN, AL 36301  
 334-792-8100 800-681-9533

(Fax: 334-792-3934)

WWW.BAYLIMOUSINESERVICE.COM

INFO@BAYLIMOUSINESERVICE.COM

## Quote

## Quote # Q6

WEST GADSDEN HS  
  
 200 Providence Rd  
 QUINCY, FL 32351

Date Printed: Wednesday, September 23, 2015  
 PO #:  
 Group Name:  
 Phone: 850-442-9500 Fax:  
 Salesperson: EDWIN CHERRY  
 Salesperson Email: EDWINBAYLIMO@YAHOO.COM  
 Customer Email: LIGHTFOOTE@GCPSMAIL.COM

|         |                                                 | Time   | Date      | # Vehicles | Description    | Total Capacity |
|---------|-------------------------------------------------|--------|-----------|------------|----------------|----------------|
| Pickup  | WEST GADSDEN HS<br>200 Providence Rd QUINCY, FL | 6:00am | 2/17/2016 | 1          | INLINE SEATING | 30             |
| Dropoff | LORRAINE HOTEL TN<br>450 Mulberry Memphis, TN   |        | 2/17/2016 |            |                | 30             |
| Pickup  | LORRAINE HOTEL TN<br>450 Mulberry Memphis, TN   |        | 2/19/2016 |            |                | 30             |
| Dropoff | WEST GADSDEN HS<br>200 Providence Rd QUINCY, FL | 8:00pm | 2/19/2016 |            |                | 30             |

**Cost of Charter: \$ 3,200.00**

**Itinerary:** PLUS ROOM FOR DRIVER TOLLS AND PARKING FOR MUS  
 2/17 LEAVE SCHOOL STOP FOR EATING  
 2/18 SIGHTSEEING AND DINNERS  
 2/19 MUSEUM LUNCH AND RETURN ABOUT 1 PM

**THIS IS A CHARTER QUOTE. CALL OUR OFFICES TO CONFIRM YOUR QUOTE.**

**\*\*\*\* SMOKING IS PROHIBITED AT ALL TIMES ON THE VEHICLES \*\*\*\***

YOUR COST IS BASED ON THE SERVICES DETAILED ABOVE AND IS SUBJECT TO CHANGE IN ACCORDANCE WITH YOUR ACTUAL ITINERARY. THIS COMPANY RESERVES ITS RIGHT TO LEASE EQUIPMENT FROM OTHER COMPANIES IN ORDER TO FULFILL THIS AGREEMENT. THIS COMPANY SHALL NOT BE LIABLE FOR ITEMS LEFT ON THE VEHICLE OR LOSS OF TIME DUE TO MECHANICAL FAILURE OR INCLEMENT WEATHER. WE CANNOT GUARANTEE THE ASSIGNMENT OF REQUESTED DRIVERS OR VEHICLES. A SIGNED CONTRACT AND DEPOSIT WILL CONFIRM YOUR RESERVATION AND ACKNOWLEDGE YOUR ACCEPTANCE OF THIS AGREEMENT.

Signature \_\_\_\_\_

Date \_\_\_\_\_





DRURY INN & SUITES MEMPHIS SOUTH  
 735 GOODMAN ROAD WEST  
 HORN LAKE, MS 38637  
 Telephone: (662) 349-6622  
[www.druryhotels.com](http://www.druryhotels.com)

**HOTEL CONFIRMATION AGREEMENT**

The following represents an agreement (the "Agreement") between: Drury Hotels Company, LLC d/b/a Drury Inn & Suites Memphis South ("Hotel") and Future Business Leaders of America ("Group") and outlines specific conditions and services to be provided. This Agreement may only be amended upon mutual written consent of Hotel and Group.

**GROUP CONTACT:**

**Group Name/Post As:** Future Business Leaders of America  
**Contact:** Ms. Genae Lightfoot  
**Telephone:** 478-361-8590  
**E-Mail:** lightfoote@gcpsmail.com

To guarantee room rates quoted, the availability of sleeping rooms requested, and all other provisions of this Agreement, this Agreement must be signed and returned to the hotel by **October 12, 2015**.

**GUEST ROOM COMMITMENT**

Hotel agrees that it will provide 13 room nights in the pattern set forth below:

|                                 |    |
|---------------------------------|----|
| <b>Thu, 2/18/16</b>             |    |
| Non-smoking 2 Queen Beds Deluxe | 13 |

**GROUP ROOM RATES**

Group room rates include the following for overnight guests:

- **HOT Breakfast** – Including Belgian waffles, fruit, biscuits & gravy, sausage and more\*.
- **5:30 KICKBACK®** - Each evening from 5:30p-7:00p kick back, relax and enjoy free hot food and cold beverages\*\*.
- **Overnight Parking**
- **Free Long Distance** - One hour every room every night.
- **Wireless Internet Access** – High speed Internet in all rooms and in the lobby.
- **Soda and Popcorn** – From 3:00 pm to 10:00 pm every night in the lobby

\* Breakfast is served Monday – Friday from 6 am – 9:30 am and Saturday – Sunday from 7 am – 10 am.

\*\*Service of alcohol is subject to state and local law. Alcoholic beverages are not complimentary and require a nominal charge at the following hotels due to state and local laws: Drury Inn Bowling Green, Drury Suites Paducah, Drury Inn Paducah, and Drury Inn & Suites Louisville.

| Room                            | Single Rate | Double Rate | Triple Rate | Quad Rate |
|---------------------------------|-------------|-------------|-------------|-----------|
| Non-smoking 2 Queen Beds Deluxe | 114.99      | 114.99      | 114.99      | 114.99    |

Hotel Room Rates quoted above are per room, per night, and subject to applicable taxes. Rates offered are net non-commissionable.

**TAX INFORMATION**

All rates are subject to the prevailing city, county and state taxes.

Proper documentation establishing tax exempt status varies by location and must be provided at least 3 days prior to cut off

date for approval. The Hotel has the final decision of establishing tax exempt status.

**METHOD OF RESERVATIONS**

Reservations will be made by: **Rooming List.**

**Rooming Lists** should be submitted to your Sales Coordinator PRIOR to the Groups's cut-off date listed below. Please fax rooming list to your Sales Coordinator at **(800) 620-1769.**

Individual reservations must be cancelled prior to 12:00pm on the confirmed date of arrival in order to avoid a fee equal to one night's room rate plus tax.

**Check In Time:** 3:00pm      **Check Out Time:** 11:00am

We require a valid credit card and photo ID to be presented at check in.

Arrangements may be made for baggage storage with the Hotel's front desk staff.

**CUTOFF DATE**

Reservations by attendees must be received on or before **Monday, January 18, 2016**, (the "Cutoff Date"). At the Cutoff Date, Hotel will release the unreserved rooms for general sale. Reservations received after the Cutoff Date will be confirmed on a space-available basis at prevailing rates.

**FUNCTION SPACE**

Group understands and acknowledges that this Agreement is for sleeping rooms only and does not include any meeting space and/or food and beverage services.

**BILLING ARRANGEMENTS**

The following billing arrangements apply: **All Charges to Master Folio**

For any charges billed to the Master Account, payment must be made upon arrival at Hotel, unless credit satisfactory to the Hotel has been established.

Direct bill privileges must be arranged 30 days prior to arrival date and have additional restrictions. Contact your Sales Coordinator for more information regarding direct billing. Payment of any invoice, if credit is extended, is due and payable upon receipt of the invoice.

Hotel may terminate the room block if the Group fails to comply with any advance deposit or prepayment requests, whether or not specified in this Agreement.

**ADDITIONAL INFORMATION**

**Group Confirmation Number:** 2258116

**Security:** Any and all security must be arranged through your Sales Coordinator no later than fourteen (14) days prior to arrival. Hotel will contract with a licensed, bonded security service provider in the event your Group requires security services during its stay. The Group is not permitted to contract with or retain any other private security service provider to provide services on Hotel's premises during Group's stay.

**PERFORMANCE POLICY**

The rates offered by Hotel are based upon the anticipated room revenue from the room block as confirmed in this Agreement.

Hotel is holding a total of 13 room nights as a courtesy, and the Group is not responsible to pay for unused Group rooms. Prior

to the Cutoff Date, either party may reduce the number of rooms held that have not yet been reserved. In the event that Hotel wishes to reduce the number of rooms, the Group will have 24 hours after receiving notification to guarantee any or all of the remaining guest rooms with a valid form of payment.

**CANCELLATION**

If the Group cancels the event, or otherwise fails to comply with the performance policy for the contracted block, the Group will be subject to a Cancellation Fee. The parties agree that the Cancellation Fee will be calculated as a percentage of Lost Revenue in accordance with the following scale. You must notify your Sales Coordinator to cancel your Group room block. A cancellation confirmation will be sent upon request.

|                                           | <b>Cancellation Fee: % of Lost Revenue</b> |
|-------------------------------------------|--------------------------------------------|
| <b>More Than 30 Days Prior to Arrival</b> | <b>0%</b>                                  |
| <b>21 – 30 Days Prior to Arrival</b>      | <b>25%</b>                                 |
| <b>14 – 20 Days Prior to Arrival</b>      | <b>50%</b>                                 |
| <b>13 or Less Days Prior to Arrival</b>   | <b>75%</b>                                 |

The performance of this Agreement by either party is subject to acts of God, war, terrorism, civil disorder, disaster (including but not limited to fire, flood, severe weather, and earthquake), strikes or work stoppages, curtailment of transportation facilities or any other situation making it illegal, impossible or commercially impracticable to provide the guest rooms or to hold the event. Either party upon written notice for any one or more of the foregoing reasons may terminate this Agreement without liability or damages.

There shall be no right of termination for the sole purpose of holding the same event in another city or at another facility in the same city, or for the sole purpose of booking another organization into the Hotel.

**CONDITIONS OF AGREEMENT**

**Liability:** Neither the Group nor any of its members or guests shall use any guest room, meeting space or any other part of Hotel for any activity that is illegal or prohibited under any applicable law, rule or regulation. The Group shall be liable for any damages to Hotel caused by any of its members or guests. Further, the Group shall indemnify, defend and hold harmless Hotel and Hotel's employees from and against any and all such losses, damages and claims that are the result of the negligence, fraud or intentional misconduct of the Group or its members and/or guests, except to the extent and percentage attributable to the negligence, fraud or intentional misconduct of Hotel or its employees.

Subject to the limitations on innkeeper's liability under applicable law, Hotel shall indemnify and hold harmless the Group and its members and/or guests from and against any losses, liabilities, claims or damages that are the result of the negligence, fraud or intentional misconduct of Hotel or any of Hotel's employees related to the Group's activities at Hotel, except to the extent and percentage attributable to the negligence, fraud or intentional misconduct of Group, its employees and/or members. Subject to the foregoing, Hotel shall have no liability whatsoever for any samples, displays, property or personal effects brought to Hotel by the Group or its members and/or guests. Hotel reserves the right to inspect and control all private functions. Hotel does not assume responsibility for personal property or equipment brought into the meeting rooms regardless of whether personnel from the Group or Hotel secured those rooms.

**Acknowledgment of Hotel Rules & Procedures:** *Group is required to review and abide by Hotel's Rules & Policies set forth in Attachment "A" to this Agreement, attached hereto and incorporated herein by reference. The person authorized to sign this Agreement on behalf of Group acknowledges that he or she has read and understands Hotel's Rules & Policies set forth in Attachment "A". The person authorized to sign this Contract must return a signed copy of Attachment "A" with the signed Agreement and agrees to distribute a copy of said rules and policies to all Group members prior to Group's arrival at Hotel.* In addition to the authorized person, each member may be required to sign a copy of Attachment "A" upon check in at Hotel.

**Governance:** Missouri law shall govern this Agreement. Each party irrevocably (i) submits to the exclusive jurisdiction of (a) the state and federal courts located in the State of Missouri, and (ii) waives any objection thereto. This Agreement is the entire

agreement between the parties, superseding all prior proposals both oral and written, negotiations, representations, commitments and other communications, and may only be supplemented or changed in writing, signed by a representative of the Group and Hotel's authorized agent. In the event of litigation arising from or associated with this Agreement, the parties agree that the prevailing party therein shall recover its reasonable attorney's fees and costs incurred therein. Notwithstanding the preceding sentence, should collection action be required, in the sole discretion of Hotel, the Group will be obligated to pay the costs of that collection action, including reasonable attorney's fees. This Agreement may be executed and delivered by facsimile signature or electronic transmission (PDF file), and in more than one counterpart, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. It is expressly agreed that no failure or delay by any party hereunder in exercising any right, power of privilege under this Agreement shall operate as a waiver of the exercise of such right, power or privilege.

**Intellectual Property:** Group agrees not to use Hotel's name, logo, mark, image or any other representation of Hotel without first receiving written authorization from Hotel to do so. Group is to provide Hotel with written application for such use, along with examples of such usage. Hotel will respond in writing to such request within 14 days of receipt of such request.

**ACCEPTANCE OF AGREEMENT**

Any changes in room blocks must be submitted in writing to the Group Sales Office at least two weeks prior to arrival and may result in a re-evaluation and change in room rates.

To guarantee rates quoted, the availability of sleeping rooms requested, and all other terms, this Agreement must be signed and returned by **OCTOBER 12, 2015** or Hotel reserves the right to release the guest rooms.

Please return the signed Agreement to Drury Hotels Company, LLC, Group Sales Office, ATTN: **Erin Brazley** 721 Emerson Road, Suite 400, St. Louis, MO 63141 or fax to **(800) 620-1769**.

On behalf of the Group, I hereby accept the above provisions and further warrant that I have authority to sign on behalf of **Future Business Leaders of America**. A facsimile or photocopy signature on this Agreement, any amendment or any notice delivered from one party to the other shall have the same effect as an original signature.

**SIGNATURES**

Approved and authorized by the Group

---

Ms. Genae Lightfoot, Print Name Date

Approved and authorized by Hotel:

---

Erin Brazley, National Sales Coordinator Direct: (800) 436-1168 Date

Future Business Leaders of America  
Ms. Genae Lightfoot  
Arrival Date: 2 18, 2016



**ATTACHMENT "A" TO HOTEL CONFIRMATION AGREEMENT**  
**RULES AND POLICIES**

These rules and policies are attached to the Hotel Confirmation Agreement and as such, are part of the Agreement and you, as well as members of your Group, are required to observe and follow same during your stay at the Hotel:

1. Hockey and lacrosse sticks are **not** permitted in Hotel. Please keep these items in your vehicle at all times.
2. Check in time is 3:00 p.m. Check out time is 11:00 a.m.
3. A 10:00 p.m. in-room curfew is expected for all group members.
4. The maximum occupants per room are 4 and adults should be adequately dispersed among the rooms.
5. Doors should be kept closed at all times (not propped open or deadbolt left out so it hits the doorframe).
6. In order to properly service both the group and other Hotel guests, there must always be an adult contact on property when the group is in the hotel.
7. Please keep all hallways clear and quiet at all times. All of our guests pay for and expect a restful stay at our Hotel. To ensure that this is the case, the Group Leader/Escort will be contacted (regardless of the hour) if there are any complaints from other guests in the hotel regarding the group's behavior, noise, and any form of misconduct. The Group Leader/Escort will be asked to bring the group under control. Should a second complaint be received, we will ask the party to leave the hotel. In the event of an eviction, all room charges and deposits will not be refunded.
8. Our housekeepers will not disturb your personal belongings while they are cleaning. Due to the quantity and placement of items in multi-occupancy rooms, occasionally the complete cleaning process is bypassed. If you require additional amenities upon your return, please contact the front desk.
9. If the Hotel is unable to fulfill its satisfaction guaranteed policy and must discount guest room charges due to the behavior of members of the group, the amount(s) discounted will be charged to your Group. Such discounts are at the sole discretion of the Hotel's Manager on Duty.
10. Group Leader/Escort accepts responsibility for any damages to the hotel rooms or property attributed to the group.
11. Group Leaders/Escort accepts responsibility for long distance charges made by all group members, over and above any free long distance, if applicable.

12. It may be a federal offense to activate a fire alarm for any other reason other than the threat of a fire. If a fire alarm is activated for any reason other than the threat of a fire, the proper authorities will be notified and any costs incurred by the hotel will be the responsibility of the group.
13. Swimming pool rules and hours are posted, and must be observed.
14. Breakfast hours are as follows:
  - \*Weekdays: 6:00 a.m. – 9:30 a.m.
  - \*Weekends: 7:00 a.m. – 10:00 a.m.
  - \*Breakfast hours may vary at some hotels

The Group Leader/Escort shall communicate these Hotel rules and policies to all members of the Group prior to the Group's stay at the Hotel. The Hotel reserves the right to require other members of the Group to countersign their acknowledgment and receipt of these Hotel rules and policies as a condition to check-in.

We sincerely hope your stay is an enjoyable one. Please let us know if we can assist you in any way. Your cooperation is appreciated.

**GROUP MEMBER CHECK-IN ACKNOWLEDGMENT:**

I hereby acknowledge receipt of the Hotel's Rules and Policies for team groups and agree to follow and observe same during my stay at the Hotel.

\_\_\_\_\_  
Group Member Signature

\_\_\_\_\_  
Date



Date Booked: 9/4/2015  
Transaction Number: 780051  
Booked by: KAMBROSE

## CONFIRMATION

**THE BALANCE IS DUE UPON ARRIVAL**

Please mail, email or fax the signed confirmation to :  
National Civil Rights Museum \*\* Group Sales Department \*\*  
450 Mulberry Street/Memphis TN 38103  
(901) 521-9699 Fax # (901) 526-0169

West Gadsden High School  
Genae Lightfoot  
200 Providence Road  
Quincy, FL 32351  
Phone: (850) 442-9500  
lightfoote@gcpsmail.com

Thursday, February 18, 2016 at 9:00 AM

|                     |         |          |
|---------------------|---------|----------|
| 2 Chaperones        | \$0.00  | \$0.00   |
| 2 Group Adult       | \$13.00 | \$26.00  |
| 20 T-1 Child (4-17) | \$8.00  | \$160.00 |

Total Count: 24

|              |          |
|--------------|----------|
| TOTAL AMOUNT | \$186.00 |
| Payments     | \$0.00   |
| BALANCE      | \$186.00 |

YOU MUST HAVE AN ACCURATE COUNT OF THE TOTAL NUMBER OF PEOPLE IN YOUR GROUP UPON ARRIVAL. REFUNDS WILL NOT BE ISSUED FOR UNUSED TICKETS. IF YOUR GROUP IS MORE THAN 30 MINUTES LATE, YOUR TOUR MAY BE DELAYED OR CANCELLED. By signing this confirmation, you agree to have read and understood these terms and conditions.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# Stax Museum of American Soul Music



926 East McLemore Ave. • Memphis, TN 38106 • 901-261-6338 • fax 901-507-1463  
[www.staxmuseum.com](http://www.staxmuseum.com)

## 2016 Group Reservation Confirmation Form

Date of Tour: 9/19/16 Day of Week FRIDAY Requested Time: 10:00am  
 Tour Group Name: West Gadsden High School  
 Contact Person: Genae Lightfoot Title: Instructor  
 Address: 200 Providence Rd  
 City: Quincy State: FL Zip: 32351  
 Phone: (850) 442-9500 # 2320 Fax: \_\_\_\_\_  
 Email: lightfoote@gcpsmail.com

| Category:                                                       | # of Guests: | Rates:                      | Total Amounts:   |
|-----------------------------------------------------------------|--------------|-----------------------------|------------------|
| ADULTS (18 & over)                                              | <u>3</u>     | \$11.50 (Retail: \$13)      | \$ <u>34.50</u>  |
| SR.'s(62+)Students/Youth(ages 13-17)                            | <u>20</u>    | \$10.50 (Retail: \$12)      | \$ <u>210.00</u> |
| CHILDREN(ages 3-12)<br>(1 Adult required for every 10 children) | <u>2</u>     | \$ 8.50 (Retail: \$10)      | \$ <u>17</u>     |
| CHILDREN (Age 2 & under)                                        | _____        | Free                        |                  |
| COMP (1) for every 15 paid Admissions                           | _____        | Free                        |                  |
| COMP (Bus Driver w/ Paid Group Admission)                       | _____        | Free                        |                  |
| TOTAL GROUP VISITORS: _____                                     |              | TOTAL COST \$ <u>261.50</u> |                  |

### IMPORTANT GROUP NOTES:

- 1) Groups of 15 or more must arrive at your reserved time and present one form of payment to receive the group discount rates. All deposits are applied to the total cost.
- 2) Groups are only charged for the number of people arriving for the tour.
- 3) Full payment is required at time of tour: Cash, Credit Cards and Checks accepted.  
(Use this form as an Invoice for check requests or contact Group Sales Manager if alternative invoice is required)
- 4) This is a self-guided tour.
- 5) Please advise of cancellations 24 hours in advance.
- 6) Arrive at least 10 minutes prior to your reserved scheduled time to expedite payment & check-in process
- 7) Last admission is 5:00 PM - Museum closes at 6:00 PM. (Groups must arrive before 4:30 pm for entry).
- 8) Adult Chaperones/Escorts are responsible for maintaining proper behavior of all children, and must remain with children at all times inside the museum and on museum property.
- 9) No flash photography or video permitted directly into museum exhibits.

Your name & date: Genae Lightfoot Date: 9/18/15  
 Stax Museum Employee \_\_\_\_\_

Revised: 09/03/15

SUMMARY SHEET

*Handwritten signature/initials*

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

**AGENDA ITEM NO.** 9b

**Date of School Board Meeting:** November 17, 2015

**TITLE OF AGENDA ITEM:** School Field Trip Requests (Out-of-State) – West Gadsden High

**DIVISION:** Pre-K – 12 Education

\_\_\_\_\_ This is a CONTINUATION of a current project, grant, etc.

**PURPOSE AND SUMMARY OF ITEM:**

(Type and Double Space)

According to School Board Policy 2340 (Field and Other District-Sponsored Trips), all out-of-state field trips must be approved by the School Board. West Gadsden High School is requesting approval for an out-of-state field trip to Atlanta, Georgia. Please see attached documentation.

**FUND SOURCE:** N/A

**AMOUNT:** N/A

**PREPARED BY:** Rosalyn W. Smith

**POSITION:** Deputy Superintendent

-----  
INSTRUCTIONS TO BE COMPLETED BY PREPARER

\_\_\_\_\_ Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered \_\_\_\_\_

CHAIRMAN'S SIGNATURE: page(s) numbered \_\_\_\_\_

*Vertical stamp: WEST GADSDEN COUNTY SCHOOLS BOARD*

CRS  
122'15 RC

**FORM MUST BE RECEIVED IN DISTRICT OFFICE 2 WEEKS PRIOR TO TRIP**

### FIELD TRIP REQUEST

|                                            |                                                   |
|--------------------------------------------|---------------------------------------------------|
| <b>SCHOOL:</b><br>West Gadsden High School | <b>CONTACT FOR FIELD TRIP:</b><br>Erica Lightfoot |
|--------------------------------------------|---------------------------------------------------|


|                                                            |                                                               |
|------------------------------------------------------------|---------------------------------------------------------------|
| <b>DATE OF TRIP:</b><br>April 14, 2016 -<br>April 15, 2016 | <b>WHO IS ATTENDING: (grade/organization)</b><br>Junior CLASS |
|------------------------------------------------------------|---------------------------------------------------------------|

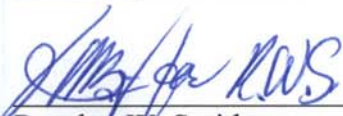
|                                 |                                                                                                             |
|---------------------------------|-------------------------------------------------------------------------------------------------------------|
| <b>LOCATION:</b><br>Atlanta, Ga | <b>TRAVELING BY:</b><br><input type="checkbox"/> School bus <input checked="" type="checkbox"/> Charter bus |
|---------------------------------|-------------------------------------------------------------------------------------------------------------|

**PURPOSE:**  
College Tour - Clark Atlanta University, Georgia St. College and Six Flags over Georgia

|                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                 |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>SCHOOL BUS – Required items for approval:</b> <ol style="list-style-type: none"> <li>1. Principal's signature</li> <li>2. Complete list of participants and chaperones</li> <li>3. Complete final itinerary</li> <li>4. Documentation showing correlation of the Florida Standards or benchmarks to the field trip request</li> </ol> | <b>CHARTER BUS – Required items for approval:</b> <ol style="list-style-type: none"> <li>1. Principal's signature</li> <li>2. Complete list of participants and chaperones</li> <li>3. Complete final itinerary</li> <li>4. Copy of charter bus contract with signatures</li> <li>5. Proof of Insurance showing either district or school as insured</li> </ol> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

  
 \_\_\_\_\_  
 Signature of Person Requesting Trip

  
 \_\_\_\_\_  
 Approval of Principal (signature required)

|                                                                                                                                  |                                 |
|----------------------------------------------------------------------------------------------------------------------------------|---------------------------------|
| <input checked="" type="checkbox"/> APPROVED                                                                                     | <input type="checkbox"/> DENIED |
| <br>Rosalyn W. Smith<br>Deputy Superintendent | <u>11/2/15</u><br>Date          |

Please forward completed form via district mail or fax to:  
**Mrs. Cheryl Ellison**  
 Administrative Assistant for Curriculum & Instruction  
 Fax: (850) 627-3530    Email: ellisonc@gcpsmail.com

Itinerary  
Junior Class College Tour  
Atlanta, GA

**Thursday, April 14, 2016**

- 4:00 am** Travel to Atlanta, GA  
Charter Bus Accommodation: BLS 526 Kongay Street Dothan, AL 334-792-8100
- 8:00 am** Breakfast in Atlanta, GA
- 9:30 am** Visit MLK Center and House 404-331-6922
- 12:00 noon** Lunch on the campus of Clark Atlanta University
- 1:30 pm** Tour Clark Atlantic University
- 4:00 pm** Check into hotel
- 6:00 pm** Dinner at Gladys Knight's Chicken and Waffles
- 8:00 pm** Hotel for the night

**Friday, April 15, 2016**

- 8:00 am** Breakfast at the Hotel
- 9:30 am** Tour GA State University
- 11:15 am** Load bus and travel to Six Flag over Georgia
- 12:00 noon** Arrive at Six Flags over Georgia
- 1:00 pm** Lunch at Six Flags over Georgia
- 6:00 pm** Dinner
- 7:00 pm** Travel to West Gadsden High School
- 12 midnight** Arrive at West Gadsden High School

| Last Name           | First       | Gr | Other ID   |
|---------------------|-------------|----|------------|
| BAKER               | SHANTERIOUS | 11 | 00404713   |
| BOTELLO             | MIGUEL      | 11 | 00407123   |
| BOWEN               | NE'SHA      | 11 | 00403599   |
| BRADWELL, JR        | MARK        | 11 | 00404548   |
| BROOKS              | SHARNELL    | 11 | 00404536   |
| BUSH                | XAVIER      | 11 | 00405855   |
| CASTER              | SHALONDA    | 11 | 00404338   |
| CHOPEN              | BRIAN       | 11 | 00404892   |
| CHOPEN              | LUIS        | 11 | 00405024   |
| CORKER              | TRINITY     | 11 | 00404939   |
| DAWKINS             | JUSTIN      | 11 | 00407613   |
| DENSON              | NY'KERRIYAH | 11 | 00402264   |
| DESHAZIER           | SHAWNTAVIUS | 11 | 00404697   |
| FUENTES             | GERMAN      | 11 | 00411896   |
| GALLOWAY            | KE'AMBERIA  | 11 | 00404937   |
| GILCREASE           | SHAKIA      | 11 | 00405751   |
| GRANDE              | VANESSA     | 11 | 00407140   |
| GUZMAN              | NEOMI       | 11 | 00404351   |
| HALL                | JARROD      | 11 | 00403517   |
| HARRISON, JR        | RUSSELL     | 11 | 00407360   |
| HERNANDEZ-CASTANEDA | YHAAN       | 11 | 2000502326 |
| JACKSON             | SHUNDARIUS  | 11 | 00406153   |
| JONES               | JA'MYA      | 11 | 00406128   |
| LEE                 | AUTMUMN     | 11 | 2000501289 |
| LEFRANC             | DAJ'QUAN    | 11 | 00413858   |
| MACKEY              | BREANNA     | 11 | 00407281   |
| MANLEY              | CARSEAN     | 11 | 00407724   |
| MARLOWE             | SHAVAI SIYA | 11 | 00407408   |
| MARTINEZ            | ABELARDO    | 11 | 2000502498 |
| MCCLURE             | DONECIA     | 11 | 00404886   |
| MCMILLAN            | QUANESHA    | 11 | 00404924   |
| MILLER              | EMOND       | 11 | 00406154   |
| MIRANDA             | HUMBERTO    | 11 | 00408632   |
| MONTGOMERY          | TAHIR       | 11 | 00406280   |
| NAJERA              | ARACELI     | 11 | 00412925   |
| OLIVARES            | JAZMINE     | 11 | 2000502269 |
| PEARSON, JR         | GREGORY     | 11 | 00403262   |
| PEREZ               | ALFREDO     | 11 | 00410712   |
| PEREZ               | ANNA        | 11 | 00405035   |
| PRESHA              | TYREE       | 11 | 00406028   |
| RAMIREZ             | ABIGAIL     | 11 | 00405011   |
| REDDICK             | ANDREW      | 11 | 00406467   |
| ROBINSON            | ASHLYN      | 11 | 00407142   |
| RODRIGUEZ, JR       | MARTIN      | 11 | 00406003   |
| SCOTT               | EBONIE      | 11 | 00406303   |
| STOKES              | RODDERRIOUS | 11 | 00406106   |
| STREET              | KAJIRA      | 11 | 00404531   |
| WILLIAMS            | FREDDIE     | 11 | 00419458   |
| WOODARD             | TYNICIA     | 11 | 00402265   |
| YON                 | AUTUMN      | 11 | 00415972   |

Chaperones

Erica Lightfoot  
 Buford Manion  
 Harold Martin  
 Delwyn Hall



# BLS Charters, Inc

526 KORNEGAY ST  
 DOTHAN, AL 36301  
 334-792-8100 800-681-9533

(Fax: 334-792-3934)

WWW.BAYLIMOUSINESERVICE.COM

INFO@BAYLIMOUSINESERVICE.COM

## Quote

## Quote # Q8

WEST GADSDEN HS  
 Erica Lightfoot  
 200 Providence rd  
 Quincy, FL 32351

Date Printed: Thursday, October 8, 2015  
 PO #:  
 Group Name: ATLANTA GA  
 Phone: 850-442-9500 Fax:  
 Salesperson: EDWIN CHERRY  
 Salesperson Email: EDWINBAYLIMO@YAHOO.COM

|         |                                                 | Time    | Date      | # Vehicles | Description    | Total Capacity |
|---------|-------------------------------------------------|---------|-----------|------------|----------------|----------------|
| Pickup  | WEST GADSDEN HS<br>200 Providence Rd QUINCY, FL | 4:00am  | 4/14/2016 | 1          | INLINE SEATING | 55             |
| Dropoff | ATLANTA, GA<br>ATLANTA, GA                      |         | 4/14/2016 |            |                | 55             |
| Pickup  | ATLANTA, GA<br>ATLANTA, GA                      |         | 4/15/2016 |            |                | 55             |
| Dropoff | WEST GADSDEN HS<br>200 Providence Rd QUINCY, FL | 10:00pm | 4/15/2016 |            |                | 55             |

**Cost of Charter: \$ 2,800.00**

**Itinerary: CLIENT WILL PAY DRIVERS ROOM TOLLS AND PARKING**

**WILL NEED A SCHEDULE/TIMES FOR TRIP TO BE DONE**

**THIS IS A CHARTER QUOTE. CALL OUR OFFICES TO CONFIRM YOUR QUOTE.**

**\*\*\*\* SMOKING IS PROHIBITED AT ALL TIMES ON THE VEHICLES \*\*\*\***

YOUR COST IS BASED ON THE SERVICES DETAILED ABOVE AND IS SUBJECT TO CHANGE IN ACCORDANCE WITH YOUR ACTUAL ITINERARY. THIS COMPANY RESERVES ITS RIGHT TO LEASE EQUIPMENT FROM OTHER COMPANIES IN ORDER TO FULFILL THIS AGREEMENT. THIS COMPANY SHALL NOT BE LIABLE FOR ITEMS LEFT ON THE VEHICLE OR LOSS OF TIME DUE TO MECHANICAL FAILURE OR INCLEMENT WEATHER. WE CANNOT GUARANTEE THE ASSIGNMENT OF REQUESTED DRIVERS OR VEHICLES. A SIGNED CONTRACT AND DEPOSIT WILL CONFIRM YOUR RESERVATION AND ACKNOWLEDGE YOUR ACCEPTANCE OF THIS AGREEMENT.

Signature \_\_\_\_\_

Date \_\_\_\_\_





October 15, 2015

Dear Ms. Gadsden:

Your request for a tour of Clark Atlanta University's campus has been received. I am pleased to inform you that we have made arrangements to accommodate your family/group. Please note the following information regarding your **scheduled** visit:

**Date of Visit: Thursday, April 14, 2016**

**Time of Tour: 1:00 pm**

**Number of Visitors: 30**

**Individual families** may park in the parking deck located at the corner of Atlanta Student Movement Boulevard and Mildred Streets. **Groups/Buses** should report to the Henderson Student Center located at 223 James P. Brawley Drive, for **UNLOADING ONLY**. All visitors should then report to the Office of Recruitment and Admissions, Trevor Arnett Hall, Room 101. Please refer to the enclosed campus map for directions to our location.

**TOUR GROUPS (10 or more HIGH SCHOOL visitors):**

In order to better serve your students in the future and for security purposes, we require that you bring a list of the students touring our campus. Please include ALL students name, address, high school or college, email address, and an anticipated date of graduation or transfer. **TOURS WILL NOT TAKE PLACE UNLESS WE RECEIVE THE LIST along with a copy of THIS CONFIRMATION LETTER.**

The Office of Recruitment and Admissions will not accept any transcripts submitted by students during campus tours. Official transcripts must be mailed directly from guidance counselors. To cancel your scheduled tour, please contact our office immediately at (404)880-6605, or email [rwarn@cau.edu](mailto:rwarn@cau.edu).

Please visit the following link that provides dining, parking and other services available for your group: [http://issuu.com/ggcdining/docs/cau\\_tour\\_group\\_info/1](http://issuu.com/ggcdining/docs/cau_tour_group_info/1). If the person that will be chaperoning the tour on-campus is someone other than yourself, please provide their name and cell phone number prior to your visit.

We appreciate your interest in Clark Atlanta University and look forward to your visit.

Sincerely,

*Mrs. Rae M. Warner*

Mrs. Rae M. Warner

Associate Director for On-Campus Experience and First-Year Transition

**Georgia State University Welcome Center  
Group Tour Confirmation**

Greetings from Georgia State University,

Thank you for your online request for a campus visit of Georgia State University. **Your group has been confirmed for a 9:45am campus tour and a 10:45am information session on Friday, April 15th, 2016.** Please call and check in with us 15 minutes prior to your scheduled event time so that we can begin your tour promptly. Attached you will find driving directions to campus and to the Welcome Center. Please print these directions and bring them with you as you will need to refer to them on the day of your visit. If you are arriving by bus to campus, the driver will need to unload the students at the Student Center. Upon your arrival, please contact the Welcome Center at (404) 413-2063 and a tour guide will meet your group. **All tours are rain or shine so please bring umbrellas if necessary.**

*Please note, there is no on-campus parking for buses. Please refer to the attached directions for information on bus parking on page 4.*

Chaperones are responsible for making sure that the group is respectful and keeps up with the tour guides. Welcome Center staff wishes to provide you with an enjoyable experience, but reserves the right to cancel any tour at any time due to inappropriate or rude behavior.

If you are interested in dining on campus, there are three options for your group. We have eating facilities in Patton Hall Dining Hall and Piedmont North Dining Hall that both offer a variety of buffet-style options. To pre-arrange eating at either of these facilities, please contact Suzanne Paltz, Dining Hall Manager, at [spaltz@gsu.edu](mailto:spaltz@gsu.edu) or call (404) 413-9673. You can also pre-arrange and purchase meal tickets at any price, in advance with Panther Dining in our other eating facilities on campus. Please call (404) 413-9601. These meal tickets can be used at the Courtyard in the Student Center or the Panther's Club in the University Center. For descriptions of Panther's Club and the Courtyard, please visit [dining.gsu.edu](http://dining.gsu.edu). You can also have your students bring cash and go through the food lines upon arrival.

In the event that you need to cancel your visit, please notify the Welcome Center as soon as possible. Additionally, if the number of people in your group changes and will be different from your original number, please notify us at least one week prior to your scheduled visit. This will assist us in making sure to assign you with the appropriate number of tour guides.

Please note that it is extremely important to remain on schedule, as the Welcome Center also accommodates additional campus tours throughout the day. If you arrive more than 15 minutes late, either the walking tour or the information session will be shortened or canceled. **If your group is running late, please notify the Welcome Center at (404) 413-2063 as soon as possible.**

We look forward to seeing you at GSU!

Maira Gutierrez, Campus Visit Coordinator  
Welcome Center

Georgia State University  
100 Auburn  
P.O. Box 3999  
Atlanta, GA 30302-3999  
(404) 413-2065 Office  
(404) 413-2064 Fax  
[mgutierrez@gsu.edu](mailto:mgutierrez@gsu.edu)



# GROUP TICKETS

## 2015 ORDER FORM



**PLEASE NOTE: THIS IS AN ORDER FORM, NOT A RESERVATION HOLD REQUEST**

**TO QUALIFY:** There is a minimum order requirement of 15 tickets or more (1 FREE ticket for every 15 ordered). This prepaid order must be received **at least** 10 business days before your visit to allow for ticket processing and delivery. All orders received less than 10 business days before visit date will be held for pick up at Will Call and will NOT include FREE admission tickets. No prepaid orders will be accepted less than three business days prior to your visit.

**TO ORDER:** Please fill in your information below. Please be exact when ordering your tickets. There are NO refunds or rain checks on prepaid admission, meal voucher, or parking ticket orders. Again, the minimum order is 15 tickets or more. Children 2 years and under are FREE! (for orders over 100, contact sales at 770-739-3400 x3365)



| Ticket Type                                                                           | Group Price                              | Quantity | TOTAL          |
|---------------------------------------------------------------------------------------|------------------------------------------|----------|----------------|
| <b>Early Bird Group Tickets</b><br>Order by 3/31/15. Valid <u>any</u> Regular Op. Day | <b>\$30.73</b><br>(\$28.99 + \$1.74 Tax) |          | \$             |
| <b>Regular Group Tickets</b><br>Order after 3/31/15.                                  | <b>\$32.85</b><br>(\$30.99 + \$1.86 Tax) |          | \$             |
| <b>Meal Deals</b><br>Save over 20% when pre-purchased                                 | <b>\$12.00</b>                           |          | \$             |
| <b>Complimentary Tickets</b><br>1 FREE ticket per 15 tickets purchased                | <b>FREE</b>                              |          | \$             |
| <b>Parking Voucher</b><br>(Required for each vehicle)                                 | <b>\$20.00</b>                           |          | \$             |
| <b>Processing Fee</b>                                                                 |                                          |          | <b>\$12.00</b> |
| <b>TOTAL</b>                                                                          |                                          |          | <b>\$</b>      |

*ORDERS WITHOUT FULL PAYMENT WILL NOT BE ACCEPTED AND WILL BE DISCARDED WITHOUT PRIOR NOTIFICATION TO SENDER.*

**Tell Us About You:** Please fill in all the information below about your group. (ALL fields required)

**Date of Visit:** \_\_\_\_\_ **Organization Name:** \_\_\_\_\_

**TICKETS WILL ONLY BE VALID ON THE DATE WRITTEN IN THIS ABOVE SPACE**

**Group Leader:** \_\_\_\_\_ **Email Address:** \_\_\_\_\_

**Ticket Mailing Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_ **Day Phone:** \_\_\_\_\_

**Address of Financially Responsible:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_ **Day Phone:** \_\_\_\_\_

**OFFICE USE ONLY:** Customer # \_\_\_\_\_ Order # \_\_\_\_\_ New/Renew \_\_\_\_\_ PY \_\_\_\_\_

Please charge:  AMEX  MasterCard  Visa  Discover

**Account Number:** \_\_\_\_\_ **Exp. Date:** \_\_\_\_\_ **Security Code:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Name on Card:** \_\_\_\_\_

**OR, Enclosed please find Check#** \_\_\_\_\_ **Amount \$** \_\_\_\_\_

Mail Orders: Six Flags Over Georgia, ATTN: Group Sales, 275 Riverside Pkwy, Austell, GA 30168

Fax Orders: (770)-739-3402 ATTN: Group Sales

For Operating Hours & Dates visit [sixflags.com](http://sixflags.com)

HOTEL EVENT AGREEMENT

October 16, 2015

Group Name: West Gadsden High  
Contact: Mr. Buford Manion  
Address: 200 Providence Road  
Quincy, FL 33470  
Phone: 850-274-5601

Sales Contact: JoAnne Richards  
Title: Sales Manager  
Phone: 770-955-1700  
Email: jrichards@wyndham.com

This Agreement is made and entered into on Friday, October 16, 2015, by and between Wyndham Hotel Management, Inc., and West Gadsden High. (The Hotel and the Group may be collectively referred to as the "Parties".)

The following arrangements have been reserved for you on a first option basis. The Hotel salespersons are authorized to negotiate rates and reserve your space requirements. Only when you and all of the Hotel's authorized representatives identified on the signature page have executed this Agreement is there a binding agreement. Any changes, additions, addendums, oral terms and conditions, stipulations, or corrective lining out by you will not be binding to the Hotel until such changes have been approved by the Hotel in writing by the Hotel's Director of Sales and Marketing. If this Agreement is returned signed but with changes, it shall not constitute an acceptance, but rather a counter offer by you, which may be accepted or rejected by the Hotel in its sole discretion.

If we do not receive this Agreement executed by you on or before **October 20, 2015** this option shall terminate and the Hotel shall have the right to contract with other parties for the use of all or part of the room block and other facilities described in this Agreement, without any further notice or obligation to you.

In the event we have a request from another group for your dates prior to **October 20, 2015** and we have not received your acceptance, we will contact you for a decision. If we do not receive your signed acceptance within 48 hours after the notice to you, we may contract with another party, without any further notice or obligation to you.

The Hotel is presently holding the following for the Group's use:

|                     | Thu 4/14 |
|---------------------|----------|
| Double Deluxe Rooms | 15       |

**GUEST ROOM RATE SCHEDULE**

Your confirmed room rates are exclusive of taxes, other charges and fees, and are set forth below.

Deluxe King or Double: \$100 per night

King Premium: \$129 per night

The Group rates shall apply to Group guests three (3) days prior to and subsequent to Group's event, subject to Hotel availability.

**ROOM BLOCK ATTRITION**

This Agreement is based in part on Group's use of **15 room nights**, the Group Block as defined above. Group shall have the right to reduce your Room Block **[20%]** without penalty.

If such reductions are taken, the Hotel reserves the right to also reduce Group's meeting space and any complimentary concessions proportionately.

Should your actual Room Block pick-up fall short of the allowed reductions set forth above, Group agrees to pay the Hotel the average room rate set forth in this Agreement, per day, plus applicable taxes and other fees, for each room below the allowed reduction that is not utilized by Group, which shall be charged to Group's Master Account. The Parties agree that these sums are not a penalty and represent a reasonable effort on behalf of the Hotel to establish its loss prospectively and represent liquidated damages.

If the Group Room Block pick-up falls short of the allowed attrition, Hotel agrees to use reasonable efforts to resell the Group rooms, for which the above-referenced attrition damages will apply, and credit the room revenue received, up to the room rate set forth in this Agreement, less the reasonable costs incurred by the Hotel to resell the rooms, against the Hotel's total attrition damages set forth above, in an amount not to exceed the full amount of such damages. The Parties agree that if unused Group rooms are returned to Hotel inventory for attempted resale, Group rooms shall be the last in the Hotel's inventory to be sold.

**RESERVATION CUT-OFF DATE**

A cut-off date of **March 14, 2015** applies for guest room accommodations. Only Group rooms reserved with guest name and guaranteed as of the Reservation Cut-Off Date will be considered reserved Group rooms as part of this Agreement. Reservations and substitution requests received after the Reservation Cut-Off Date shall be handled on a space available basis.

**RESERVATION PROCEDURES**

**Individual Reservation by Telephone:**

It is our understanding that individuals will make reservations directly with our reservations office. The direct phone number to the reservations department is 770-955-1700. Reservations can also be made by calling 1-800-207-4505 or by contacting Wyndham at [www.wyndham.com](http://www.wyndham.com). Your attendees must identify themselves as part of the Group/meeting to receive the Group rate.

**Other Reservation Terms:**

All rooms included in the Room Block require to guarantee a reservation, a valid credit card by the Reservation Cut-Off Date. Individual guest cancellations will be accepted up to seventy-two (72) hours prior to arrival; however, Group's Room Block and attrition obligations shall not be modified.

In the event that a room is not available for a guest holding a guaranteed room reservation, the Hotel will pay for one night's lodging (room and tax) at an alternate property, transportation to and from such property, and one long distance phone call. The Hotel will also list the guest's name with the Hotel switchboard, in order to facilitate the transfer of the guest's phone calls to the alternate property. Every effort will be made to bring the guest back after one night at the alternate property.

**CHECK-IN/CHECK-OUT**

The Hotel's check-in time is 3:00pm. Check-out time is 12:00pm. Should you or your guests arrive prior to that time, all reasonable efforts will be made to accommodate you.

**AMERICANS WITH DISABILITIES ACT**

The Hotel wishes to make its facilities reasonably accessible by persons with disabilities as required by Title III (Public Accommodations and Services Operated by Private Entities) of the Americans With Disabilities Act. As soon as practical, the Group will identify and notify the Hotel in writing thirty (30) days prior to arrival of any participant of the Group has a special need. The Group will be responsible for making all auxiliary aids and services available to its participants who indicate they have a special need, except for those reasonably provided by the Hotel. The Group shall pay for any extraordinary costs, determined by the Hotel, for such auxiliary aids unless otherwise agreed upon by both the Group and the Hotel.

**INSURANCE/SECURITY**

The Hotel is not responsible for property (including, without limitation, equipment, supplies, written materials and all valuable items) brought onto or stored on the Hotel's premises by the Group or its guests, vendors, exhibitors or attendees, and it is the responsibility of the Group to obtain or maintain any insurance coverage on such property. Accordingly, the Group agrees that it will be the Group's responsibility to provide security and secure any such aforementioned items and Group hereby assumes the responsibility for the loss thereof. The Group shall give written notice of this policy to all vendors, exhibitors or attendees that are to utilize meeting and function space in the Hotel in connection with the Group's function. The Group shall furnish evidence of liability insurance coverage to the Hotel upon request, and in the event that the Hotel reasonably determines it to be necessary, shall name Wyndham Hotel Management, Inc. as "additional" insured on such policy or policies. Furthermore, the Hotel may require the Group to provide additional security for Group's event, in sufficient numbers as determined by Hotel, and at Group's expense.

Group agrees to comply with all federal anti-terrorism rules and regulations. Hotel and Group agree to fully cooperate with each other and with governmental authorities to ensure compliance with such laws.

If Group chooses to retain vendors other than the Hotel's preferred in-house vendors to provide services and/or any equipment for the Group's event at the Hotel, the Group understands, acknowledges and agrees that any damage to the Hotel, to the Group, or to the outside vendor's employees, equipment or property, or to any guest or third party caused in whole or in part by the outside vendor, is the sole responsibility of the Group and the outside vendor. Not later than thirty (30) days prior to your Event, all non-preferred outside vendors are required to (1) execute agreements to indemnify, defend and hold the Hotel harmless from any act or omission committed by the vendor while the vendor is on Hotel property; and (2) provide proof of insurance, with a carrier and with limits acceptable to the Hotel, and identify the Hotel as an additional named insured on said insurance policies.



Group agrees that if the outside vendor fails to provide items (1) and (2) above, the Hotel, acting reasonably, may refuse access of the outside vendor to the Hotel property.

**GENERAL TERMS**

This Agreement constitutes the entire understanding between the Parties and supersedes any previous communications, representations, or agreements, whether written or oral.

This Agreement shall be binding upon the executors, administrators, assigns and successors of each Party hereto; however, this Agreement may not be assigned or transferred by Group without Hotel's express written consent.

The persons executing this Agreement set forth below represent and agree that he/she has all requisite legal power and capacity to execute this Agreement and bind the Parties hereto, and this Agreement constitutes a valid and binding obligation of West Gadsden High, enforceable against West Gadsden High in accordance with its terms.

The Group agrees to abide by all city, state and federal rules and regulations related to smoking on the Hotel property, to apprise its members and attendees of such laws, and to fully comply with said regulations and requirements.

If these arrangements meet with your approval, please sign and return one of the originals to attention of the Sales Representative. Acceptance will occur upon receipt of an original or a facsimile (fax) transmittal of a fully signed original by the Hotel. If a fax transmittal is used by either Party, then the fax copy shall serve as an original until an actual original is executed and received by both Parties.

IN WITNESS WHEREOF, the Hotel and West Gadsden High have executed this Agreement in manner and form sufficient to bind them as of the date and year set forth on page one of this Agreement.

Buford Maison

West Gadsden High

By: \_\_\_\_\_

Buford Maison

Title: West Gadsden High

Date:

Wyndham Hotel Management, Inc.

By: \_\_\_\_\_

Jacqueline Tucker

Director of Sales and Marketing

Date:

By: \_\_\_\_\_

JoAnne Richards

Title: Sales Manager

Date:

**SUMMARY SHEET**

**RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA**

**AGENDA ITEM NO.** 9c

**DATE OF SCHOOL BOARD MEETING:** November 17, 2015

**TITLE OF AGENDA ITEM:** The 2015/16 SAC Roster

**DIVISION:** Gadsden County Parent Services

**PURPOSE AND SUMMARY OF ITEM:**

Parent Services is seeking Board approval for the 2015 – 16 School Advisory Committee (SAC) Rosters for Gadsden Technical Institute

**AMOUNT:** N/A

**PREPARED BY:** Sherrie Taylor

**POSITION:** Coordinator – Communities in Schools

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**INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER**

**1 Number of ORIGINAL SIGNATURES NEEDED by preparer.**

**SUPERINTENDENT'S SIGNATURE: YES**

**CHAIRMAN'S SIGNATURE: YES**

**This form is to be duplicated on light blue paper.**

GADSDEN COUNTY PUBLIC SCHOOL DISTRICT  
Gadsden Technical Institute

TO: *M. D. Semmons*  
DATE: *10/30/15*

**Career and Technical Occupational Advisory Committees**

**School Occupational Advisory Committee**

Facilitator: Ms. Angela Sapp

Committee Members

Dr. Sylvia R. Jackson

Ms. Linda. G. Barnes  
Ms. Tatia Flowers  
Ms. Sonya Kornegay  
Mr. Bill McMillan

Mr. Roger Milton  
Mr. Roy Scheffer  
Ms. Queen Thomas  
Ms. Lisa Williams

**Automotive Service Technologies Program  
Instructor: Mr. Jeff Christopher**

Committee Members

Ms. Mary Brock  
Mr. Bobby Howard  
Mr. John Ledbetter  
Mr. Roy Scheffer  
Mr. Fred Taylor

**Drafting and Carpentry Program  
Instructor: Richard Burns and Jeff Suber**

Committee Members

Mr. Willie Earl Banks  
Mr. Frank Kimbrell  
Mr. Richard Lockwood  
Mr. Howard Mathews  
Ms. Kerwyn Wilson

**Nail and Facial Specialty Program  
Instructors: Cindy Kimbrell**

Committee Members

Ms. Dawn Creasman  
Ms. Teresa Womble  
Ms. Lori Lee Beckham

**Power Equipment Technology Program  
Instructor: David McPhaul**

Committee Members

Mr. Charlie Frost  
Mr. Terryal Huggins  
Mr. John Ketchum  
Ms. Sonya Kornegay  
Mr. Arturo Mangana  
Mr. Larry J. Whitmore

**Practical Nursing/Patient Care Programs  
Instructors: Shelia Atkins, Doris Drake, Emma Lee**

Committee Members

Ms. Tatia Flowers  
Dr. Angela Henderson  
Ms. Canella Jefferies  
Dr. Candace McMillon-Dantley  
Ms. Emmie McMillan  
Ms. Deidra Melton  
Ms. Dewana Monroe

**Welding Technologies Program  
Instructor: Michael Clark**

Committee Members

Mr. William Adams  
Mr. Buddy Lawson  
Mr. William McMillan  
Mr. Patrick Morgan  
Mr. William Stricklan  
Mr. Alvin Young

2015/16 School Year

Mission Statement: The mission of Gadsden Technical Institute is to recognize the worth and potential of each student. We are committed to providing opportunities for basic and advanced instruction in a conducive learning environment. The Center encourages academic and technical curiosity, innovation and creativity by integrating applied academic skills in all occupational areas. We strive to instill the attitudes and skills necessary to produce motivated, self-sufficient individuals who are able to function effectively in our ever-changing, complex society.