



Issue Paper

DATE:

August 31, 2023

AGENDA ITEM (ACTION ITEM):

Consider/Approve the contract retroactively as of 8/21/23 with Southwest Airlines and Dixie Heights High School to provide air travel for the Dixie Heights Cheerleaders to compete at Nationals in Orlando, Florida in February of 2024.

APPLICABLE BOARD POLICY:

01.1 Legal Status of the Board

HISTORY/BACKGROUND:

Each year the Dixie Heights Cheerleaders travel to Orlando, Florida to compete at Nationals. They attend competitions throughout the year and then submit to qualify for the National competition and previously won a National title in 2017. We are using the group travel option to ensure that all cheerleaders travel together with their coaches for safety purposes

FISCAL/BUDGETARY IMPACT:

All expenses for travel will be paid from the Cheerleading school activity account. The cost of airfare for a group reservation is \$14,339.32 (\$2,200.00 secured deposit followed by the final payment due 12/26/23).

RECOMMENDATION:

Approve the contract retroactively as of 8/21/23 with Southwest Airlines and Dixie Heights High School to provide air travel for The Dixie Heights Cheerleaders to compete at Nationals in Orlando, Florida in February of 2024.

CONTACT PERSON:

Roddy Stainforth/Teresa Catchen


Principal/Administrator


District Administrator


Superintendent

Use this form to submit your request to the Superintendent for items to be added to the Board Meeting Agenda.
Principal—complete, print, sign and send to your Director. Director—if approved, sign and put in the Superintendent's mailbox.



Request ID: WN02020902
Reservation Reference: 43AMFE
Group Name: DIXIE HEIGHTS CHEER
Group Size: 45
Date: 21 Aug 23

Contact Details:
EMMA JERDON
29 SIDNEY DR
INDEPENDENCE KY 41051
UNITED STATES OF AMERICA
E-mail: EMMAJ1217@GMAIL.COM
Phone: 8598159119

Travel Agreement For DIXIE HEIGHTS CHEER

Group Travel Services: 1-800-433-5368 | Monday - Friday, 5:00 a.m. - 12:00 a.m. local Dallas, Texas time

Thank you for choosing Southwest Airlines for your Group Travel needs. Now that you have booked your flight(s), please complete the following three steps to secure your fare and finalize your reservation.

Step 1: Read this Travel Agreement and the enclosed Group Travel Policies. Call Group Travel Services immediately if you have any questions about your itinerary or fares.

Step 2: Submit a Deposit of \$2,200.00 by 31 Aug 23 (Deposit policies and instructions enclosed).

Step 3: Submit Final Payment Amount of \$12,139.32 by 26 Dec 23, along with Passenger Names, and details (Final Payment Amount subject to adjustment for an increase in government imposed tax or fee). If paying via wire transfer, please call or email GroupTravel@wnco.com at least seven business days before your final payment due date to receive the detailed instructions for sending your wire transfer.

Please Note: If the Deposit Amount is not received by Southwest Airlines by 5 p.m. local Dallas, TX time on the due date shown in Step 2 above, your Group Reservation will cancel without notice. If the Final Payment Amount and Passenger details are not received by Southwest Airlines by (a) 12 p.m. local Dallas, TX time on the due date shown in Step 3 above, if paying by wire transfer or (b) by 5 p.m. local Dallas, TX time on the due date shown in Step 3 above if paying by credit card, UATP or PayPal, your Group Reservation will cancel without notice and your deposit will be forfeited. For reservations booked within 72 hours of the published scheduled departure time, passenger names, details and final payment are due at time of booking. Southwest Airlines is not responsible for delayed, lost, or misdirected e-mails.

Flight Details

From	To	Flight	Class	Departure Date/Time		Arrival Date/Time	
CVG	MDW	WN1766	V	07 Feb 24	12:40	07 Feb 24	12:55
MDW	MCO	WN3196	V	07 Feb 24	15:00	07 Feb 24	18:30
MCO	MDW	WN1457	V	12 Feb 24	11:20	12 Feb 24	13:10
MDW	CVG	WN194	V	12 Feb 24	14:30	12 Feb 24	16:35

Fare Details

	Quantity	Fare without taxes	Taxes	Service Fee	Total per passenger
Adult(s)	44	211.00	64.23	-	275.23
Tour Conductor(s)	1	-	29.20	-	29.20
Total group price					12,139.32 USD

The Total Group Price includes all government-imposed taxes and fees, including the September 11th Security Fee and, applicable international taxes and fees, effective as of the date of this Agreement. Prior to booking international travel, we recommend that you review any U.S. Government's prohibitions, warnings and advisories applicable to your destinations. By offering travel to any particular destination, we do not represent that travel in such destination is safe or without risk. For travel information to Cuba, please visit the FAQ information on <https://www.southwest.com>.

PER-PERSON FARE RULES

Group Tickets are flight and date specific and cannot be used or exchanged for travel on other flights.

- Once purchased, each Group Ticket is nonrefundable. Group Tickets are not eligible for upgrades, downgrades, standby or changes or exchanges.
- Each Passenger with a Rapid Rewards number submitted prior to travelling on this group reservation will earn the following number of Rapid Rewards points per one-way flight subject to this Travel Agreement: (1) for Members with A-List Preferred Status, 1400 points; (2) for Members with A-List Status, 875 points; and (3) for all other Members, 700 points. Passengers shall not be eligible to earn any other Rapid Rewards points in connection with flights subject to this Travel Agreement. You shall notify Passengers they are not eligible to earn Rapid Rewards points in connection with flights subject to this Travel Agreement except as set forth herein.
- For every 29 Group Tickets purchased, one Tour Conductor Ticket will be provided free of carrier charges. The payment of any taxes, fees, and other government or airport-imposed charges is the responsibility of the passenger and must be paid at final payment. For International Group Travel, in some instances, the government may elect to collect the fees directly from the passenger. Tour Conductor Tickets have the same restrictions as all other Group Tickets.

Once a Deposit Amount or Final Payment Amount is received, Southwest will not increase the fare for air transportation. However, it is possible that a government-imposed tax or fee may increase prior to the date of travel, even after the Final Payment Amount is received. If this happens, Southwest reserves the right to collect that amount of increased government-imposed tax or fee.

By paying the Deposit Amount and/or Final Payment Amount, you indicate your understanding of the potential for such an increase in a government-imposed tax or fee. Your ability to cancel the reservation prior to travel would remain subject to the cancellation policy.

CONTRACT INFORMATION

This Group Travel Agreement (the "Travel Agreement") is made as of the date set forth at the top of page 1 (the "Effective Date") by and between Southwest Airlines Co. ("Southwest Airlines") and the individual identified on the first page of this Travel Agreement ("you" or "I"). This Travel Agreement incorporated by reference the Southwest Airlines Group Travel Policies.

Southwest Airlines reserves the right to cancel this Travel Agreement immediately upon any breach of this Travel Agreement by you or anyone traveling in the group and upon such cancellation, the fares offered will no longer be available to members of the group covered herein and the Deposit Amount will be forfeited.

The Travel Agreement, together with the attached Southwest Airlines Group Travel Policies, will be governed by the laws of the State of Texas and supersedes all prior oral or written representations, constituting the entire understanding of all parties.

Any legal action arising in whole or in part out of this Travel Agreement shall be filed and adjudicated exclusively in the state or federal courts located in Dallas County, Texas. Any disputes related to this Travel Agreement must be filed within 60 days from the last day of travel.

Southwest Airlines reserves the right to change equipment or schedules and you shall release and waive any claim against Southwest Airlines regarding cancellation or schedule change.

Southwest Airlines shall not be liable to perform under this Travel Agreement when such failure is caused by a cessation in Southwest Airlines' service to the contracted destination city or by circumstances beyond its reasonable control including, but not limited to accidents, strikes, walkouts, or other labor disturbances, weather, acts of God, public enemies, war or acts of any government authority.

KEEP A COPY FOR YOUR RECORDS

By paying the Deposit Amount (or Final Payment Amount when no Deposit Amount is due) to Southwest Airlines, you represent and warrant to Southwest Airlines that you have read and understood, and will act in accordance with, all of the terms set forth in the Southwest Airlines Group Travel Policies and this page.

You represent and warrant that you are of sufficient age to use our services and website and can create binding legal obligations in connection with your use, and to act on behalf of those you represent and accept these terms and conditions on their behalf.

If your itinerary includes at least one international flight you should arrive at the Southwest Airlines Ticket Counter at least two hours* prior to your flight's scheduled departure time in order to have your passports verified, to check luggage, and to receive your boarding pass. If you arrive at the ticket counter with 60 minutes or less time remaining until your flight's scheduled departure time, we will be unable to accommodate you on your scheduled flight. For flights departing Aruba (AUA), if you arrive at the ticket counter with 75 minutes or less remaining until your flight's scheduled departure time, we will be unable to accommodate you on your scheduled flight.

*Some international cities suggest a three-hour airport arrival during peak travel times. Visit our Airport Information page for further details:

<https://www.southwest.com/html/air/airport-information.html?clk=GFOOTER-FLY-AIRPORTINFO>.

Southwest Airlines Group Travel Policies

This document contains our Group Travel Policies as well as step-by-step instructions on how to complete your Group Reservation. Deposit and Final Payment Amounts can be verified by calling 1-800-433-5368.

Step 1: Read this Travel Agreement and the enclosed Group Travel Policies. Call Group Travel Services immediately if you have any questions about your itinerary or fares.

Step 2: Submit \$2,200.00 by 31 Aug 23. Please call Group Travel Services at 1-800-433-5368 to pay deposit via credit card only.

Deposit Policies:

- Except as otherwise provided in this Travel Agreement, deposit will be refunded within 5 business days after final payment and ticketing.
- If the Group Reservation reduces by more than 10%, then a charge of \$50 per person no longer traveling will be applied.
- If the Final Payment Amount and passenger information are not received by Southwest Airlines in accordance with the Travel Agreement, your Group Reservation will cancel without notice and your Deposit Amount will be forfeited.
- The Deposit Amount cannot be applied toward other group or individual travel reservations.

Step 3: Submit Final Payment Amount of \$12,139.32 by 26 Dec 23 along with Passenger Names and details. Note: Tickets cannot be issued until we receive payment, Passenger names, and details. Final Payment Amount is subject to adjustment for an increase in a government imposed tax or fee. For reservations booked within 72 hours of the published scheduled departure time, passenger names, details and final payment are due at time of booking.

How to Submit Passenger Names:

Complete the Excel® Name Template provided by Southwest Airlines, and upload via the Southwest Airlines Group Travel Management page: <http://swagrouptravel.com>

How to Submit Final Payment Amount:

If you have already submitted a complete name list (for International Travel name templates must include passport information), you may call 1-800-433-5368 to pay over the phone, using a credit card, UATP or PayPal.

You may also pay by sending a wire transfer to Southwest Airlines. If paying via wire transfer, please call or email GroupTravel@wnco.com at least seven business days before your final payment due date to request the detailed instructions for sending your wire. Please note: You are responsible for paying any bank fees associated with the wire transfer and for ensuring that the wire transfer is received in Southwest's bank account no later than 12 p.m. local Dallas, TX time on the due date shown in step 3 above. Payment must be in U.S. Dollars.

Please call 1-800-433-5368 if you have questions regarding how to pay by wire transfer.

PLEASE NOTE: Physical Checks, eChecks and Money Orders are no longer accepted

Forms of Payment for Final Payment Amount:

Accepted:

- Credit Card
- UATP
- PayPal
- Wire Transfer

Not Accepted:

- eCheck
- Rapid Rewards Points
- Personal Checks
- Travel Agency Check
- Business, or Organization Checks
- Southwest LUV Vouchers
- Gift Cards
- Residual Travel Funds
- Money Orders

Final Payment Amount Policies:

We are unable to accept multiple forms of payment or multiple payments. If you have a daily limit on your credit or debit card, please ensure your bank has released the funds prior to submitting your Final Payment.

Payment Amount

- Cancellation of your group reservation will result in forfeiture of the Deposit Amount.

- Group Tickets are flight and date specific and cannot be changed, used or exchanged for travel on other flights.

Passenger Name Policies:

- The Transportation Security Administration (TSA) has implemented a program called Secure Flight which is intended to enhance the security of commercial air travel into, out of and within the continental United States. Under Secure Flight, airlines are required to ask traveling passengers for their full legal name as it appears on the government-issued photo ID they intend to travel with, along with their date of birth, gender and redress number (if applicable).
- Passengers will not receive a boarding pass or be able to travel until the appropriate data is collected. To learn more, please go to: http://southwest.com/travel_center/tsa_secureflight.html. All seat reservations for which names are not provided by the date that the Final Payment Amount is due will be cancelled.
- It is your responsibility to fulfill the passport, visa and other immigration requirements applicable to your itinerary. You should confirm these with the relevant embassies and/or consulates. We do not accept any responsibility in the case of you being unable to travel due to not complying with any such requirements.
- U.S. Citizens should refer to the travel advice posted by the U.S. Department of State at travel.state.gov for all the countries you intend to visit. Vaccinations may be required for some or all of the places you are intending to visit. It is your responsibility to ensure that you have arranged all necessary vaccinations for your itinerary.
- Minors under the age of 18 are not permitted to fly unaccompanied on international flights or any itinerary that includes an international flight. If a minor is traveling with an adult over the age of 18, they must be listed on the same flight itinerary.

Passenger Name Change Policies

Name change requests may be made up to three business days before date of travel:

- Call Group Travel Services at 1-800-433-5368 Monday-Friday 5AM-12AM CST.
- Upload name template with name changes designated via the Southwest Airlines Group Travel Management Page: <http://swagrouptravel.com>

Group Increase/Decrease Policies

Before Ticketing:

Contact Group Travel Services during normal business hours (Monday-Friday 5AM-12AM CST)

- For Domestic Group Reservations, call 800-433-5368
- International Group Reservations during business hours at 1-800-308-5037.

Increases: Fares may vary for additions to the Group and are based on availability of seats.

Decreases: If you reduce to fewer than 10 people, your guaranteed Group fares and the Travel Agreement will be cancelled and the Deposit Amount will be forfeited. If Group Reservation utilization reveals what Southwest Airlines considers, in its sole discretion, to be inadequate usage of reserved seats, Southwest Airlines may require the Group Reservations be converted to ticketed individual reservations at the applicable individual fare or be forfeited and the Deposit Amount will be forfeited.

Individual reservations can be made on southwest.com or by calling 1-800-435-9792. Fares may be higher based on availability of seats.

After Ticketing:

Increases: Once your Group Reservation is ticketed, we cannot increase the number of Group Travelers. Individual reservations can be made on southwest.com or by calling 1-800-435-9792. Fares may be higher based on availability of seats.

Decreases: Once Group Tickets are purchased; specific refund and other restrictions may apply, as stated

Online Checkin for Groups

- Boarding positions may be reserved in advance for your Group by checking in at southwest.com/groups within 24 hours prior

to departure.

- Each Customer will need to reserve their own boarding positions online. Southwest does not currently allow a Group to all be checked in at the same time for international travel.
- Each Customer will need to proceed to the ticket counter to obtain a boarding pass.
- Learn more at southwest.com

Miscellaneous Policies

- Transportation provided under the Travel Agreement is subject to the terms and conditions of the Southwest Airlines Contract of Carriage.
- Check southwest.com or call Group Travel Services 1-800-433-5368 for current airport and policy information.
- Baggage limitations, checkin times, and airport policies are subject to change at any time.
- EarlyBird Check-in® and Express Bag Drop are not available for Group itineraries

HAZMAT Notification

Federal law forbids the carriage of hazardous materials aboard aircraft in your luggage or on your person. A violation can result in five years imprisonment and penalties of \$250,000 or more (49 U.S.C. 5124). Hazardous materials include explosives, compressed gases, flammable liquids and solids, oxidizers, poisons, corrosives and radioactive materials. Examples: Paints, lighter fluid, fireworks, tear gases, oxygen bottles, and radio-pharmaceuticals. Loose or spare lithium batteries have certain size requirements and must be protected from short circuit and carried in carryon baggage only. E-cigarettes and similar devices are not allowed in checked baggage and must be transported in carryon baggage. It is recommended that all electronic devices be transported in carryon baggage. Smart luggage is only permitted if batteries are removable; if smart luggage is checked, the battery must be removed, protected from short circuit and carried in the cabin. There are special exceptions for small quantities (up to 70 ounces total) of medicinal and toilet articles carried in your luggage and certain smoking materials carried on your person. To learn more, please go