

CONTRACT

THIS CONTRACT is entered into this 7th day of December, 2023, by and between the **BOARD OF EDUCATION OF FAYETTE COUNTY, KENTUCKY**, 450 Park Place, Lexington, Kentucky 40511 ("Board") and Freedom Tours, PO Box 24257, Lexington, KY 40524 ("Second Party").

A. PARTIES:

The Board of Education of Fayette County, Kentucky, **Beaumont Middle School** has established the need to **have an educational field trip to Chicago** and has determined that this need cannot be met by existing district staff.

Freedom Tours provides [organizing the trip and booking required transportation, attractions, and lodging] and has expertise or needed products as described herein.

B. PURPOSE:

The purpose of this contract is to improve the availability of [organizing the trip and booking required transportation, attractions, and lodging].

NOW, THEREFORE, for and in consideration of the mutual promises set out herein, it is hereby agreed by and between the parties hereto as follows:

1. The Second Party shall provide to the [Beaumont Middle School], as an independent contractor, services under the direction of Denis Beall – Principal, Beaumont Middle School.

2. The second party shall provide organizing the trip for March 14-16, 2024 and booking required transportation, attractions, and lodging

3. The Board agrees to pay the Second Party for the services/products provided in this contract the amount of \$864 for students, \$1111 for double adults, and \$1239 single adults. Additional expenses to be reimbursed are none, with a total amount of this contract not exceeding **\$95,000.00**

4. The Second Party shall provide to the Fayette County Board of Education an invoice for services rendered under this contract and any agreed upon expenses to be reimbursed. Unless otherwise stated, travel and per diem shall be reimbursed based upon the district's current travel policies.

5. The Second Party is not debarred or suspended or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

6. This contract may be re-negotiated based upon, but not limited to, increases in services to participants. Any modifications shall be agreed to in writing and signed by both parties.

7. The staff providing services to the Board herein are employees of the Second Party and shall not represent to anyone that they are employees or agents of the Board.

8. Either party shall have the right to terminate this agreement at any time upon a fourteen (14) day written notice, either personally delivered or served by some form of return receipt mail evidencing delivery to the other party.

9. Each of the parties agrees to comply with all applicable law concerning the performance of the provisions of this contract.

10. The Second Party certifies that it shall not discriminate in any of the services performed in connection with this contract or in any program or activity it operates on the basis of race, color, national origin, religion, age, creed, political affiliation, marital status, sex, or disabling condition.

11. The Second Party certifies that it has read and will comply with the Family Education Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g; 34 CFR Part 99).

12. Any contractor who is permitted access to school grounds on regularly scheduled and continuing basis pursuant to a written agreement for the purpose of providing services directly to a student or students as part of a school-sponsored program or activity must submit to a national and state criminal history background check by the

Department of Kentucky State Police and the Federal Bureau of Investigation and have a letter, provided by the individual, from the Cabinet for Health and Family Services ("CHFS") stating the contractor is clear to hire based on no finding of substantiated child abuse or neglect found through a background check of child abuse and neglect records maintained by the Cabinet for Health and Family Services. The required background checks and letter from CHFS must be submitted to the FCPS Human Resources Office prior to the beginning of work. Failure to comply with this statute will be considered a breach of contract and will subject the contract to cancellation without penalty.

13. KRS 45A.455 PROHIBITS CONFLICTS OF INTEREST, GRATUITIES, AND KICKBACKS TO EMPLOYEES OF THE BOARD OF EDUCATION IN CONNECTION WITH CONTRACTS FOR SUPPLIES OR SERVICES WHETHER SUCH GRATUITIES OR KICKBACKS ARE DIRECT OR INDIRECT. KRS 45A.990 PROVIDES SEVERE PENALTIES FOR VIOLATIONS OF THE LAWS RELATING TO GRATUITIES OR KICKBACKS TO EMPLOYEES WHICH ARE DESIGNED TO SECURE A PUBLIC CONTRACT FOR SUPPLIES OR SERVICES.

14. If any section, paragraph, or clause of this contract shall be held invalid by any court of competent jurisdiction, the invalidity of said section, paragraph, or clause shall not affect any remaining provisions herein.


15. This contract is deemed to be made under and shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

16. Venue for any legal action filed concerning this contract shall be Fayette County, Kentucky.

17. This writing reflects the entire agreement between the parties. No change or modification of this Agreement shall be valid or binding upon the parties hereto, nor shall any waiver of any terms or conditions hereof be deemed a waiver of such terms or conditions in the future, unless such change, modification or waiver shall be in writing and signed by the parties hereto.

18. This agreement will be in effect from **December 7**, 2023 , through **May 31** , 2024 , unless terminated by either party as defined in Paragraph 8. The agreement may be renewed annually based upon evaluation of the effectiveness of the agreement in meeting the goals set forth herein and funding availability.

IN WITNESS WHEREOF, the parties have executed this contract the day, month, and year above written



Principal/Director's Approval

12/15/23
Date

Dr. Demetrus Liggins, Superintendent or Designee
BOARD OF EDUCATION OF FAYETTE COUNTY
KENTUCKY

Date

LEGAL IN: 
CAB. IN: 


Name of Second Party

12/7/23
Date



Freedom Tours Group Tour Agreement and Policy

THIS AGREEMENT MADE this the 19th day of July 2023, by and between Beaumont Middle School ("GROUP") and Freedom Tours, LLC.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Trip Details for Group:

Contact Name: Denis Beall
Tour Dates: March 14 – 16, 2024
Tour Destination: Chicago

2. Tour Description: Educational trip to Chicago (see attached itinerary)

3. Payment Terms and Conditions of the Agreement:

- a. Price per Student: \$864
- b. Freedom Tours will invoice Beaumont Middle School \$50 per paying participant
- c. Students will pay \$814 through the portal and paying adults will pay \$961 or \$1189 through the portal, depending on occupancy
- d. Select students will pay \$250 through the portal. Freedom Tours will invoice Beaumont Middle School for the balance of the trip package price.
- e. Participants will make online payment as follows:
 - \$75 deposit due to reserve a seat on the trip
 - \$148 payment due by October 10, 2023
 - \$148 payment due by November 10, 2023
 - \$148 payment due by December 10, 2023
 - \$148 payment due by January 10, 2024
 - Final payment due by February 10, 2024

| | |
|--------|------|
| Quad | 864 |
| Triple | 904 |
| Double | 1011 |
| Single | 1239 |

- e. GROUP shall provide hotel rooming list to Freedom Tours no later than February 10, 2024.
- f. Should GROUP add additional people to rooming list after such date Freedom Tours will make every effort to increase reservation counts with all vendors but cannot guarantee an increase in participants is possible.

4. Trip Inclusions:

- a. Trip includes round-trip transportation on deluxe motor coach, 2 hotel nights, overnight security, Shedd Aquarium, Blue Man Group, Skydeck, Field Museum, Architectural boat cruise, Millennium Park, Dinner cruise, Museum of Science and Industry, hoodie, 2 breakfasts, 2 lunches, 3 dinners qualifying chaperone expenses (see 7b), Freedom Tours travel director, driver room and driver gratuity.

5. Cancellation:

- a. Should GROUP cancel entire trip prior to November 30, 2023, all deposits will be refunded by Freedom Tours. Cancellation of trip on or after such date may result in loss of deposits.
- b. This agreement is between Freedom Tours and GROUP.
- c. Freedom Tours recommends GROUP suggests that each participant purchase trip insurance in case of unavoidable cancelation by participant.

- d. Should individual travelers cancel their trip after GROUP's cancelation deadline, all monies paid shall be forfeited and no refunds given.
- e. If an individual's final payment is not received by the above-specified payment date(s), it may result in release of all the individual's confirmed reservations and loss of deposits.

6. Non-Responsibility

- a. Freedom Tours, LLC, and its employees, shareholders, agents, and representatives use third party suppliers to arrange tours, transportation, sightseeing, lodging, and all other services related to this tour.
- b. Freedom Tours, LLC is an independent contractor and is not an employee, agent, or representative of any of these suppliers. Freedom Tours, LLC does not own, manage, operate, supervise, or control any transportation, vehicle, airplane, hotel or restaurant, or any other entity that supplies services related to your tour.
- c. Freedom Tours, LLC is not affiliated with any other tour operator.
- d. All suppliers are independent contractors and are not agents or employees or representatives of Freedom Tours, LLC. All tickets, receipts, coupons, and vouchers are issued subject to the terms and conditions specified by each supplier, and by accepting the coupons, vouchers, and tickets, or utilizing the services, all customers agree that neither Freedom Tours, LLC, nor its employees, agents, or representatives are or may be liable for any loss, injury, or damage to any tour participant or their belongings, or otherwise, in connection with any service supplied or not supplied resulting directly or indirectly from any occurrence beyond the control of Freedom Tours, LLC.
- e. Freedom Tours, LLC assumes no responsibility or liability for any delay, change in schedule, loss, injury or damage or loss of any participant that may result from any act or omission on the part of others; and Freedom Tours, LLC shall be relieved of any obligations under these terms and conditions in the event of any strike, labor dispute, act of God, or of government, fire, war, whether declared or not, terrorism, insurrection, riot, theft, pilferage, epidemic, illness, physical injury, quarantine, medical or customs or immigration regulation, delay, or cancellation.
- f. Freedom Tours, LLC accepts no responsibility for lost or stolen items. Freedom Tours, LLC reserves the right to refuse any registrant or potential registrant at its sole discretion.

7. Miscellaneous

- a. Should events beyond the control of Freedom Tours/GROUP, such as strikes, acts of God, or civil disturbances materially affect either party's ability to perform, this agreement shall be terminated, and all deposits refunded except any and all non-refundable deposits paid to participating vendors by Freedom Tours on behalf of this group.
- b. Package is based on a minimum of 40 paid students per coach. For each 40 paying students, the trip will include 5 complimentary chaperone packages consisting of double occupancy rooms.
- c. If the 40 paying person minimum is not met, GROUP will pay \$420 per person for shortage below 40.
- d. Each motor coach has a maximum of 52 seats available for the group.
- e. Itinerary is tentative and subject to availability at time of booking. Booking will begin upon receipt of GROUP'S signed contract.

8. Severability

- a. If any provision of these terms and conditions shall be held unenforceable, such provision shall be struck and the remainder shall remain enforceable.

Please sign and return contract to Freedom Tours.

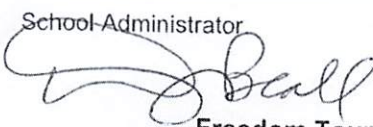
The persons signed here under have read, understand and agree to the terms and conditions of this agreement.

School-Administrator

Date

Freedom Tours Representative

Date



12/15/23

Freedom Tours ~ PO Box 24257 ~ Lexington, KY 40524 ~ 859/967-8747





GOLDSH-C01

AHODSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/19/2023

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

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

PRODUCER
Houchens Insurance Group
505 Wellington Way
Lexington, KY 40503

CONTACT
NAME:
PHONE
(A/C, No, Ext): (859) 263-2771 FAX (A/C, No): (859) 263-1999
E-MAIL
Address: policy@higusa.com

INSURED
Gold Shield Limousine Company, Inc.
Gold Shield VIP Coach, Inc.
Gold Shield Equipment Leasing, LLC
PO Box 2145
Lexington, KY 40588

INSURER(S) AFFORDING COVERAGE
INSURER A: National Interstate Insurance Company 32620
INSURER B: Kentucky Employers' Mutual Insurance 10320
INSURER C:
INSURER D:
INSURER E:
INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSD WYD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|--------------------|---------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | | | |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | DPP57485 | 8/1/2022 | 8/1/2023 | EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC | | | | | |
| | OTHER: | | | | | |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY | | | | | |
| | <input checked="" type="checkbox"/> ANY AUTO | | DPP57485 | 8/1/2022 | 8/1/2023 | COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 |
| | <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS | | | | | BODILY INJURY (Per person) \$ |
| | <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR | | | | | |
| | <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE | | DEX5748540-03 | 8/1/2022 | 8/1/2023 | EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 |
| | DED <input checked="" type="checkbox"/> RETENTION \$ 0 | | | | | |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | Y/N | 396976 | 1/1/2023 | 1/1/2024 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | N N/A | | | | E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | |
| A | 2ndExcess Liability | | DEX5748541-03 | 8/1/2022 | 8/1/2023 | Per Occurrence/Agg \$ 5,000,000 |

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

CERTIFICATE HOLDER

CANCELLATION

Beaumont Middle School
2080 Georglan Way
Lexington, KY 40504

AUTHORIZED REPRESENTATIVE

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ACORD 25 (2016/03)

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