Herndon High School



CONTACTORNAME Contractors. TACE MCNAHEN

## CONTRACTOR ADDRESS:

$\qquad$
DATE:


The Fairfax Count Public Schools and the Contractor are this day entering into a contract and for the t mutual convenience, the parties are using the standard for agreement provided by the contactor This addendum, duly executed by the parties, is attached to and hereby made a part of the contract

The Contractor represents and warrants that is an) $\square$ individual proprietorship, association;
 provided for in this contact (Check the approphtate box.)

Notwithstanding anything in the Contactor's for to which bis Addendum is attached, the payments to be made by fair ax County Public Schools for all goods, services and other deliverables under this contract shallnotexceeds $\qquad$ payments will be made only upon recept of a proper invoice, detaing the goodsiservices provided and submitted to $\qquad$ The total cumulative lability of Fairfax County Public Schools, is officers, employees and agents in connection with this contract on in connection with any goods, services, actions or omissions relating to the contract, shall not under any circumstance exceed payment of the above maximum purchase price plus liabithy for an additional amount equal o such maximum purchase price. In its pertomance under the contract, the Contract acts and will act as an independent contractor, and not as an agent or employee of Fairfax County Public Schools.

The Contractors tom contact is, with the exceptions noted herein, acceptable Fairfax County Public Schools. Nonetheless, because certain standard causes that may appear it the Contractors form agreement cannot be accepted by Fairfax County Public Schools, and in consideration of the convenience of using that for, and this form, without the necessity of spechicaly negotiating a separate contract document, the parties hereto specifically agree that, notwithstanding any provisions appearing the attached Contractor's for contract, none of the following shat have any effect or be enforceable against Faitax County Public Schools:

1. Requing Fairfax County Public Schools to maintain any type of insurance either for Fairfax County Public Schools benet of for the contractor's benefic
2. Renewing or extending the agreement beyond the initial term or automatically continuing the contract period tron ter to term:
3. Requiring or stating that the terms of the attached Contractor's formagrement shall prevail over the terms of this addendum in the event of conflict:
4. Requing Fairfax County Public Schools indemnify or to hold hames the Contactor for any act or omission:
5. Imposing interest charges contrary to that specified by he Code of hila, $\$ 22434$ through 22 435A, Prompt Payment;
6. Requing the application of the law of any state other than Vigina in merpreting or entoring the contract or requiring or pemming that any dispute under the contrac be resoved in the cours of any state other than Virgina:
7. Requing any tota or partal compensation or payment for lost protit or liquidated damages ay fanfax County Public Schools the contract is temmated before tts ordinary period,
8. Requing that the contrac be accepted or endorsed by the home office or by any other officer subsequent to execution by an offial of Fartax County Pubic Schools betore he contract is considered in effect:
9. Delayng the acceptance of this contract or the effective date beyond the date of execution;
10. Liming or adting to the time period whin which ctaims can be made or actions can be brought
11. Liming the liabity of the contractor for property damage or personal mury
12. Permiting unilateral moditation of this contrack by the Contractor:
13. Binding Farfax Couny Public Schools to any arbiraton or to the cecision of any arbitation boatd, commission, panel or other entity,
14. Obligating Fartax County Public Schools to pay costs of collection or atomeys fees.
15. Granting the Contactor a securit interes in property of Faitex county Public Schools;
16. Bestowing any right or incurring any obigetion that is beyond the duly granted authony of the undersigned school representatye to bestow or incur on behaif of Faifax County Public Schools.

The ollowing provisions are accepted by the contracior and incorporated into the contract:

1. COMPLANCE NTT SCHOOL BOARY POLCIES AND RECULATIONS ANDBACKGROUND CHECKPROCEDURES. Each empiovee agent, or subcontractor of the Contractor who perfoms work on fePS property shall be subject to all reporing and fingerprining requirements, criminal background investigatons, personnel policies and regulations in effect from time to time during the Tem to the same extent as if each such employee, agent, or subcontractor of the Contractor was an employee of the School Board Pror to the commencement of the Term, Contractor shall cause each employee, agen, or subcontractor of the Contractor to sign an agreement in form and substance satisfactory to the Schoot Board containing such employee's agents, or subeontractors agreement to abide by the School Board's Professional Expectations/Standards of Conduct which can be acessed at

2. CONTRAC YOR CERTHCATION REGARDHG CRIMNAL CONVICHONS By the signature of its authorzed official on this agreememt Contractor certifies that neither the contracting official nor any of the Contractor's employees, agents or subcontractors who will have direct contact with students has been convicted of a felony or any offense nivoluing the sexual molestation or physical or sexual abuse or rape of a chid. Contractor agrees to remove from this contract any employee, agent or subcontractor who has been determined by the School Board to be disquallifed from service due to such convictions or the falure to truthitily repor such convictions, In the event that the sciool determines that any employee, agent, or subcontractor of the Contractor, at any tine during the Tem, has failed to satisty the requirments sefforth in the Virginia Code with regard to reporting and fingerpinting requirements andor crimnal background Investigations and criminal cerficication requicments, or otherwise fails to comply with applicabte nules and requirements set foth in the School Board's Professional Expectationsistandards of Conduct, which can be accessed at hityl/wwh fcos edurate lomplovees/subslsubhandbook od, the School Board shall issue writen notice of such determination to the Contractor, and the Contractor shall prompty cause such employee, agent, or subconiractor of the Contractor to leave or be removed from the School Board's property In such event, the Contractor shall prompty assign a replacement Who shall be acceptable in all respects to the School Board and shall agree, in whith, to abide by the terms and conditions of this Agreement, including whout linitation, the confidentiality provisions set forth in this agreement hereof
3. ACCESS TO PUPIL RECORDS When necessary to purposes of obtaining access to Pupi Records in comection with the performance of this agreement, each employee, agent or subcontractor of the Contractor shall abide by the requirements of Confidentiality of Student. Records Section herein and shall be deemed to be a designated representative of the School Principal.
4. NDEMNICLCATION: The Contractor shall ndemify keep and save hamless Faifax County Public Schools (FCPS) to agents, officials, employees and volumteers against claims of iniunes, death, damage to property, paten claims, suits, liabilites, fudgments, cost and expenses which may otherwise accrue against FCPS in consequence of the granting of a contract or which may otherwise result therefrom, if it shall be determined that the act was caused through negligence or error, or omission of the Contractor or his or her employees, or that of the subcontractor or his or her employees, if any, and the Contractor shall, at his or her own expense, appeat, defend and pay all charges of attomeys and all costs and other expenses arising therefrom or incurred in connection therewith, and if any judgment shall be rendered against FCPS in any such action, the Contractor shall, at his or her own expense, salisfy and discharge the same. Contractor expressiy understands and agrees that any periomance bond or instrance protection required by this confract, or otherwise provided by the Contractor, shall in no way limit the responisbility to indemnifi, keep and save hamless and defend FCPS as herein provided.
5. CONFIDENTALITY OF STUDENTRECORDS. The COntractor hereby covenants and agrees that it shall maintain in strict confidence and trust, and that it shall cause each employee of the Contractor and all other agents subcontractors, and authorized representatives of the Contractor to mantain in strict confidence and trust, all student records, repons and other documenss or materials of any nature relating to any student enrolled in Faiftax County Public Schools (collectively, the "eupi Records") The Conitactor shal not use of dsobse, end shall tak ath reasonable steps necessary to ensure that no employee of the Contractor or agents. subcontractors, or authorized representatives of the Contractor shall use or disclose any Pupil Records. Upon expiration of the Term, or termination of this Agreemen for any reason, the Contractor promptly shal delver to the School Board, and shall take all reasonable steps necessary to cause each employee of the Contractor and all agents, subcontractors, and authorized representatives of the Contracter prompty to deliver to the School Board, all Pupil Records. The Contractor shall (i) designate one Contractor employee to be responsible for ensuring the Contractor's confidentality of Pupil Records, (i) train the Contractor Staff with regard
to confidentiality responsibilities, and (iii) maintain at all times a list of Contractor Staff members with access to Pupil Records.
6. NO ERPLOYMENTOFINAUTHORLEN AU IENS: The Contractor hereby covenants and agrees that it does not, and shall not dung the performance of this contract, knowingly employ at unauthorized alien (as such term is defied in the federal Immigration Reform and Control Act of 1986).

This contract has been reviewed by staff of the school He substan we terms are appropriate to the needs of the School and sufficient funds have been allocated for this peromance by the School This contract is subject to yearly appropriations by the Fainax County Board of Supervisors andor the Fairfax County School Board.

This contract consisting of this addendum and the attached Contractor's form contract constitute the entire agreement between the parties and may not be waved or modified except by written agreement between the parties.

IN WTNESS WHEREOF the parties have caused this contract to be duly executed, intending thereby to be legally bound:


| Student First N | Student Last Name | Payment \# 1 DEPOSIT |  | Date | Check \# |
| :---: | :---: | :---: | :---: | :---: | :---: |
|  |  | \$50.00 |  | 10/23/2014 |  |
|  |  | \$50.00 |  | 10/18/2014 |  |
|  |  | \$50.00 |  | 10/18/2014 |  |
|  |  | \$50.00 |  | 10/18/2014 |  |
|  |  | \$50.00 |  | 10/23/2014 |  |
|  |  | \$50.00 |  | 10/18/2014 |  |
|  |  | \$50.00 |  | 10/23/2014 |  |
|  |  | \$50.00 |  | 10/18/2014 |  |
|  |  | \$50.00 |  | 10/18/2014 |  |
|  |  | \$50.00 |  | 10/23/2014 |  |
|  |  | \$50.00 |  | 10/18/2014 |  |
|  |  | \$50.00 |  | 10/18/2014 |  |
|  |  | \$50.00 |  | 10/18/2014 | Cash |
|  |  | \$50.00 |  | 10/18/2014 |  |
|  |  | \$50.00 |  | 10/18/2014 |  |
|  |  | \$50.00 |  | 10/18/2014 |  |
|  |  | \$50.00 |  | 10/23/2014 |  |
|  |  | \$50.00 |  | 10/23/2014 |  |
|  |  | \$50.00 |  | 10/18/2014 |  |
|  |  | \$50.00 |  | 10/18/2014 |  |
|  |  | \$50.00 |  | 10/18/2014 |  |
|  |  | \$50.00 |  | 10/18/2014 |  |
|  |  | \$50.00 |  | 10/18/2014 |  |
|  |  | \$50.00 |  | 10/23/2014 |  |
|  |  | \$50.00 |  | 10/23/2014 |  |
|  |  | \$50.00 |  | 10/23/2014 |  |
|  |  | \$50.00 |  | 10/18/2014 |  |
|  |  | \$50.00 |  | 10/18/2014 |  |
|  |  | \$50.00 |  | 10/18/2014 |  |
|  |  | \$50.00 |  | 10/18/2014 |  |
|  |  | \$50.00 |  | 10/18/2014 |  |


|  |  |  | $\$ 50.00$ |  | $10 / 18 / 2014$ |  |
| :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- |
|  |  |  | $\$ 50.00$ |  | $10 / 23 / 2014$ |  |
|  |  |  | $\$ 50.00$ |  | $10 / 28 / 2014$ | teller check |
|  |  |  | $\$ 50.00$ |  | $10 / 30 / 2014$ | CASH |
|  |  |  | $\$ 50.00$ |  | $10 / 23 / 2014$ |  |
|  |  |  | $\$ 50.00$ |  | $10 / 18 / 2014$ |  |
|  |  |  | $\$ 50.00$ |  | $10 / 18 / 2014$ |  |
|  |  |  | $\$ 50.00$ |  | $10 / 18 / 2014$ |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |


| Student First Na | Student Last Na | $\underset{\text { Deposit }}{\text { Payment \#2 }}$ | TOTAL DEPOSIT Amount Paid | Date | Check \# |
| :---: | :---: | :---: | :---: | :---: | :---: |
|  |  | \$100 | \$150.00 | 10/23/2014 |  |
|  |  | \$100 | \$150.00 | 10/18/2014 |  |
|  |  | \$100 | \$150.00 | 10/18/2014 |  |
|  |  | \$100 | \$150.00 | 10/18/2014 |  |
|  |  | \$100 | \$550.00 | 10/23/2014 |  |
|  |  | \$100 | \$150.00 | 10/18/2014 |  |
|  |  | \$100 | \$550.00 | 10/23/2014 |  |
|  |  | \$100 | \$150.00 | 10/18/2014 |  |
|  |  | \$100 | \$150.00 | 10/18/2014 |  |
|  |  | \$100 | \$150.00 | 10/23/2014 |  |
|  |  | \$100 | \$150.00 | 10/18/2014 |  |
|  |  | \$100 | \$150.00 | 10/23/2014 |  |
|  |  | \$100 | \$100.00 | 10/29/2014 | Cash |
|  |  | \$100 | \$150.00 | 10/18/2014 |  |
|  |  | \$100 | \$150.00 | 10/23/2014 |  |
|  |  | \$100 | \$150.00 | 10/18/2014 |  |
|  |  | \$100 | \$150.00 | 10/23/2014 |  |
|  |  | \$100 | \$150.00 | 10/23/2014 |  |
|  |  | \$100 | \$150.00 | 10/18/2014 |  |
|  |  | \$100 | \$150.00 | 10/18/2014 |  |
|  |  | \$100 | \$150.00 | 10/18/2014 |  |
|  |  | \$100 | \$150.00 | 10/18/2014 |  |
|  | $\square$ | \$100 | \$150.00 | 10/23/2014 |  |
|  |  | \$100 | \$150.00 | 10/23/2014 |  |
|  |  | \$100 | \$150.00 | 10/23/2014 |  |
|  |  | \$100 | \$150.00 | 10/18/2014 |  |
|  |  | \$100 | \$150.00 | 10/18/2014 |  |
|  |  | \$100 | \$150.00 | 10/18/2014 |  |
|  |  | \$100 | \$150.00 | 10/18/2014 |  |
|  |  | \$100 | \$150.00 | 10/18/2014 |  |


|  |  | \$100 | \$150.00 | 10/18/2014 |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
|  |  | \$100 | \$150.00 | 10/23/2014 |  |
|  |  | \$100 | \$150.00 | 10/28/2014 | teller check |
|  |  | \$100 | \$150.00 | 10/30/2014 |  |
|  |  | \$100 | \$150 cash 1/9/15 | 10/23/2014 |  |
|  |  | \$100 | \$150.00 | 10/18/2014 |  |
|  |  | \$100 | \$150.00 | 10/18/2014 |  |
|  |  | \$100 | \$150.00 | 10/18/2014 |  |
|  |  | \$100 | \$150.00 | 10/30/2014 | cash |
|  |  |  | \$150.00 |  |  |
| TOTAL |  | \$3,900 |  |  | 12/15/2014 |
|  |  | \$7,800 |  |  |  |


| ORCHESTRA SPRING TRIP 2015 |  |  | Payment \#2 AMOUNT PAID | Date | Check \# |
| :---: | :---: | :---: | :---: | :---: | :---: |
| Student First Name | Student Last Name | Payment \# 2 <br> Amount Due (\$100) |  |  |  |
|  |  | \$100 | \$100 | 1/15/2015 |  |
|  |  | \$100 | \$100 | 1/9/2015 |  |
|  |  | \$100 | \$100 | 1/9/2015 |  |
|  |  | \$100 | \$100 | 1/9/2015 |  |
|  |  | \$100 | \$100 | 1/9/2015 |  |
|  |  | \$100 | \$100 | 1/9/2015 |  |
|  |  | \$100 | \$100 | 1/9/2015 |  |
|  |  | \$100 | \$100 | 1/9/2015 |  |
|  |  | \$100 | \$100 | 1/9/2015 |  |
|  |  | \$100 | \$100 | 1/9/2015 |  |
|  |  | \$100 | \$100 | 1/9/2015 |  |
|  |  | \$100 | \$100 | 1/15/2015 |  |
|  |  | \$100 | \$300 | 1/9/2015 | CASH |
|  |  | \$100 | \$100 | 1/9/2015 |  |
|  |  | \$100 | \$100 | 1/15/2015 |  |
|  |  | \$100 | \$100 | 1/9/2015 |  |
|  |  | \$100 | \$100 | 1/9/2015 |  |
|  |  | \$100 | \$100 | 1/9/2015 |  |
|  |  | \$100 | \$100 | 1/9/2015 |  |
|  |  | \$100 | \$100 | 1/9/2015 |  |
|  |  | \$100 | \$100 | 1/9/2015 |  |
|  |  | \$100 | \$100 | 2/15/2015 |  |
|  |  | \$100 | \$100 | 1/9/2015 |  |
|  |  | \$100 | \$100 | 1/15/2015 | CASH |
|  |  | \$100 | \$100 | 1/9/2015 |  |
|  |  | \$100 | \$100 | 1/9/2015 |  |
|  |  | \$100 | \$100 | 1/15/2015 |  |
|  |  | \$100 | \$100 | 1/9/2015 |  |
|  |  | \$100 | \$100 | 1/9/2015 |  |
|  |  | \$100 | \$100 | 1/9/2015 |  |
|  |  | \$100 | \$100 | 1/9/2015 |  |


|  |  | \$100 | \$100 | 1/9/2015 |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
|  |  | \$100 | \$100 | 1/9/2015 |  |
|  |  | \$100 | \$500 | 1/9/2015 | CASH |
|  |  | \$100 | \$100 | 1/9/2015 |  |
|  |  | \$100 | \$100 | 1/9/2015 |  |
|  |  | \$100 | \$100 | 1/9/2015 |  |
|  |  | \$100 | \$100 | 1/9/2015 |  |
|  |  | \$100 | \$100 | 1/15/2015 |  |
|  |  |  | \$4,500 |  |  |
| TOTAL |  | \$3,900 |  |  |  |

ATL SRPIN ORCHESTRA SPRING TRIP 201

| Student First N | Student Last N | Payment \# 3 A | Date | Check \# |
| :---: | :---: | :---: | :---: | :---: |
|  |  | \$150 | 2/6/2015 |  |
|  |  | \$150 | 2/6/2015 |  |
|  |  | \$150 | 2/6/2015 |  |
|  |  | \$150 | 2/6/2015 |  |
|  |  | \$150 | 2/6/2015 |  |
|  |  | \$150 | 2/6/2015 |  |
|  |  | \$150 | 2/6/2015 |  |
|  |  | \$150 | 2/6/2015 |  |
|  |  | \$150 | 2/6/2015 |  |
|  |  | \$150 | 2/6/2015 |  |
|  |  | \$150 | 2/6/2015 |  |
|  |  | \$150 | 2/6/2015 |  |
|  |  | \$150 | 2/6/2015 | CASH |
|  |  | \$150 | 2/6/2015 |  |
|  |  | \$150 | 2/6/2015 |  |
|  |  | \$150 | 2/6/2015 |  |
|  |  | \$150 | 2/6/2015 |  |
| $\square$ |  | \$150 | 2/6/2015 |  |
|  |  | \$150 | 2/6/2015 |  |
|  |  | \$150 | 2/6/2015 |  |
|  |  | \$150 | 2/6/2015 |  |
|  |  | \$150 | 2/6/2015 |  |
|  |  | \$150 | 2/6/2015 |  |
| $\square$ |  | \$150 | 2/6/2015 | CASH |
|  | , | \$150 | 2/6/2015 |  |
|  |  | \$150 | 2/6/2015 |  |
|  |  | \$150 | 2/6/2015 |  |
|  |  | \$150 | 2/6/2015 |  |
|  |  | \$150 | 2/6/2015 |  |
| $\square$ |  | \$150 | 2/6/2015 |  |
|  |  | \$150 | 2/6/2015 |  |


|  |  |  | $\$ 150$ | $2 / 6 / 2015$ |  |
| :--- | :--- | :--- | :--- | :--- | :--- |
|  |  |  | $\$ 150$ | $2 / 6 / 2015$ |  |
|  |  |  | $\$ 150$ | $2 / 6 / 2015$ |  |
|  |  |  | $\$ 150$ | $2 / 6 / 2015$ | CASH |
|  |  |  | $\$ 150$ | $2 / 6 / 2015$ |  |
|  |  |  | $\$ 150$ | $2 / 6 / 2015$ |  |
|  |  |  | $\$ 150$ | $2 / 6 / 2015$ |  |
|  |  |  |  |  |  |
|  |  |  |  |  | CASH |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |

50 ORCHESTRA SPRING TRIP 20 FINAL PAYMENT

| Student First Na | Student Last Na | FUNDRAISING | FINAL PAYMENT | CHECK | Date |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  |  |  | $\$ 150.00$ |  |


|  |  |  | \$150.00 |  | 3/1/2015 |
| :---: | :---: | :---: | :---: | :---: | :---: |
|  |  | \$138.25 | \$11.75 |  | 3/1/2015 |
|  |  | \$25.00 | \$125.00 |  | 3/1/2015 |
|  |  |  | \$150.00 |  | 3/1/2015 |
|  |  | \$86.05 | \$63.95 |  | 3/1/2015 |
|  |  |  | \$150.00 |  | 3/1/2015 |
|  |  | \$15.75 | \$134.25 |  | 3/1/2015 |
|  |  |  | \$150.00 | CASH | 3/1/2015 |
| TOTAL |  | \$827.35 | \$4,922.65 |  |  |

Herndon High School Orchestra Trip 2015
Trip Coordinator: Tanya McKee herndonorchestrasec@gmail.com Tour Company: Jim Mulvihill Tours, Inc.
Contact: Jace McMahon jace@jimmulvihilltours.com

Total Trip Cost: \$20,832 (\$534.15 x 39 students)
Chaperone: \$2,169 (See below)

Enclosed is the spreadsheet showing the breakdown as follows:
Fundraising Credits for students: $\$ 827.35$ (check \#824)
Student Payments: \$5022.65 (check\# 825 )
HOBO has deducted $\$ 585.00$ for the line items below ( these items were included in the cost of the trip)

- \$200.00 Substitute for Alex Touzinsky
- \$225.00 Bus Driver Tips (approx. 4 drivers)
- \$78.00 Medication (OTC packs for chaperones)
- $\$ 82.00 \quad$ Bus Snacks /Water (\$2.10 per student)
$\$ 585.00$
This amount was deducted from the final student payment so the check payable to HHS will be in the amount of $\$ 4437.65$ (check \# 826)

Chaperone Cost: \$2086
\$2,80.14 (7 chaperones)
$\$ 125.00$ (Trip Coordinator cost)
\$2,085.96
The enclosed checks are
\#824 \$827.35 Student Fundraising
\# 826 \$4,437.65 Student Final Payment
\# 827 \$2,086 Chaperone Cost
\$7,351 Final Payment to Jim Mulvihill Tours, Inc.


