INFORMATION SHEET 5/9/2017 TRUSTEES' MEETING

ATTACHMENT: 5.3

TO: Jim Bridges, Superintendent

FOR: Board of Trustees

FROM: Mindy Maxedon, CBO

ISSUE: Summer PLC Symposium

In July, 2016, Jefferson School District had an amazing opportunity to send 40 staff members to the PLC conference in San Jose. As we are working towards improving our Professional Learning Community we are planning to send an additional group to the PLC Conference this year as well.

Last year the estimated cost for sending 40 staff members was $75,000; we came in under budget at $74,826 (see below). This year, we propose sending 39 teachers, 3 instructional coaches and 8 administrators. Our estimated cost is $95,000. Expenses will be paid from the Educator Effectiveness funds, Title II Teacher Quality funds and one time funds (in that order).

	2016 Estimated	**2016 Actuals**
Registration Fees	$23,960	$23,960
Hotel	$25,200	$25,504
Travel, Parking, Meals	$10,000	$6,031
Teacher Compensation	$15,000	$19,331
TOTAL	$75,000	$74,826

	2017 Estimated
Registration Fees	$30,450
Hotel	$31,937
Travel, Parking, Meals	$10,000
Teacher Compensation	$22,000
TOTAL	$95,000

Recommended Action Approve the request to use Educator Effectiveness (EE) Funds to send a district team to the Summer PLC Institute as presented.

WILD PALMS

hotel

Thank you for considering the Wild Palms Hotel – a Joie de Vivre Hotel – for the Jefferson School District group in July, 2017. This Contract between Jefferson School District ("Group, or "you") and the Wild Palms Hotel ("Owner"), d/b/a Wild Palms Hotel (the "Hotel", "we", "us" or "our"), is intended to describe the arrangements for your upcoming group. Please review, sign and return this Contract by May 5, 2017 in order to confirm and accept these arrangements on a definite basis.

Contract Issue Date:	May 2, 2017
Group Contact:	Nancie Castro
Group Phone:	209 836 8388
Group Email:	ncastro@sjcoe.net
Group Legal Name:	**Jefferson School District**
Group Address:	Jefferson School District, 1219 Whispering Wind Drive, Tracy, CA 95377

GUEST ROOM ACCOMMODATIONS

ROOM NIGHT COMMITMENT:

Arrival Date:	Tuesday, July 18, 2017
Departure Date:	Friday, July 21, 2017
Cut-off Date:	***Midnight on the day of Friday, June 23, 2017***

Once you have signed this Contract, we will remove from our inventory and consider sold to your Group, all of the following guest room accommodations:

(WLD) Wild Palms Hotel Sunnyvale				
Day	Date	Deluxe King/Queen		Total Rooms
Tuesday	07-18-17	50	$199	50
Wednesday	07-19-17	50	$199	50
Thursday	07-20-17	50	$179	50

Check-In Time is 3:00 p.m. and Check-Out Time is 12:00 p.m. We will do everything possible to try to accommodate all early arrivals but cannot guarantee that the rooms will be ready until 3:00 p.m. We reserve the right to substitute comparable or better room types where a particular room type is unavailable. Late check-out may be arranged on a space-available basis at an additional charge.

GROUP RATES:

Room rates are subject to applicable city and hotel taxes currently at 10.5% per night and CA Tourism Assessment tax of .195%. These taxes can change without notice. These group rates will be offered three days before and three days after the dates indicated above, subject to availability of rooms at the time the reservation is made. (Triple and Quadruple occupancy are charged at an extra $25 and $50 per room per night more respectively).

Room rates are net non-commissionable and are quoted exclusive of applicable state and local taxes, fees and assessments.

CUTOFF DATE / RESERVATION PROCEDURES:

The Cut-off Date is: Midnight on the day of June 23, 2017.

Any reservations requests made after the Cut-off Date will be accepted subject to room and rate availability. You agree that after the Cut-off Date, we may offer any non-guaranteed rooms to other customers in order to reduce our losses and to reduce your obligations under this contract.

Master Rooming List: If you are supplying us with a master rooming list, you must include each attendee's full name, arrival and departure dates, along with any special requests. We must receive the master rooming list by the Cut-off Date. All reservations need to be guaranteed to either a master account or a credit card.

RESERVATION CHANGES AND CANCELLATIONS:

Any changes made to group individual reservations or master rooming lists must be made through the reservations or sales department and submitted in writing 72 hours prior to arrival. We will do our best to accommodate change requests based on availability at the time the request is made, but cannot guarantee that requests will be accommodated.

Cancellation of individual reservations by 72 hours in advance will be refunded to the individual (less a housing bureau transaction fee, if applicable). However, the Group will remain bound by the attrition and cancellation policies in this Contract.

Additional room reductions include, but are not limited to, cancellations and changes in arrival or departure dates. All no-shows will be billed even if the guest arrives at a later date. Once a group has been checked-in, it shall be financially responsible for paying the contract rate for all room nights contracted for, even if the group, or part of the group, checks out early.

STORAGE

You are responsible for all shipping, handling and payment arrangements for any Items to be shipped to the facility. All Items must be addressed to the attention of the Hotel Sales Department, and must clearly identify the name of your contact, your organization name, and the date of your event. The Hotel will neither receive nor store any Items more than 72 hours in advance of your event. Therefore, if necessary, you must make arrangements with your shipping company to receive and store such Items and have them delivered to the facility no earlier than 72 hours prior to your event. In addition, you must give us prior notification of all incoming deliveries. All unlabeled and unclaimed Items will be discarded seven days following completion of your event.

BILLING AND PAYMENT

BILLING ARRANGEMENTS:

Master Account: A Master Account can be set up for all room charges and taxes. Any charges incurred by individual attendees that are not billed to the Master Account must be paid by the individual attendee upon departure.

ROOM BLOCK DEPOSIT:

No deposit required, only a completed Credit Card Authorization Form to be sent back with this signed contract as master guarantee of the entire room block.

In the event that the direct bill application is declined, full pre-payment will be required 30 days prior to first arrival date, July 18, 2017. You also agree to pay for any additional charges incurred during your event in full at the conclusion of the scheduled events.

CREDIT CARD PAYMENT:

The Hotel requires that a Credit Card Authorization Form be completed and returned with the signed contract. The group master account (should one be setup) will be authorized to the credit card 3 business days prior to arrival, and charged after the group departs and the client has reviewed and approved the final invoices. By completing the attached Credit Card Authorization Form, the Group is authorizing the Hotel to charge the credit card for any balance left on the Group Master Account and for any attrition payments due after departure.

ATTRITION:

Hotel is relying on Group's use of the Room Night Commitment. Group agrees that a loss will be incurred by Hotel if Group's actual usage is less than 80% of the Room Night Commitment each night. If Group's actual usage is less than 80% of the Room Night Commitment on each night, Group agrees to pay, as liquidated damages and not as a penalty, the difference between 80% of the Room Night Commitment and Group's actual usage each day, multiplied by the average group room rate, plus applicable taxes.

Room Rates are quoted based on the pattern of actual picked up rooms as described by the client. Attrition charges are based on actual picked up rooms each night as a percentage of rooms contracted each night of the contracted period, vs. cumulatively over the course of the contracted period.

CANCELLATION:

Upon full execution of this Contract, we remove the Group's requested room nights from the Hotel's room inventory and we consider the rooms and space sold. We then make financial commitments based on the revenues we expect to achieve from your full performance of the Contract. Cancellation of the entire group will result in substantial loss of profits, which both parties agree are difficult to calculate. Accordingly, in the event the Group cancels this Contract, the Group shall pay a cancellation fee according to the following schedule, which the parties intend as liquidated damages and not as a penalty:

Cancellation Date	% of Anticipated Revenue
Within 30 days of Arrival Date	80% of group room block revenue
31-90 days prior to Arrival Date	65% of group room block revenue
91-180 days prior to Arrival Date	50% of group room block revenue
More than 180 days prior to Arrival Date	35% of group room block revenue

Should cancellation take place, it is provided that the Hotel must make a reasonable effort to resell the rooms for equal to or greater revenue, in which case, any penalties paid by the Group would be credited to a future program**.** Cancellation penalties will be assessed once the Group has deducted the allotted attrition. Cancellation penalties are non-transferrable, non-refundable. Cancellation penalties are subject to current applicable taxes.

EVENING & SMOKING POLICY:

Because most of our guests stay with us for a good night's sleep and it's their "home away from home", we strictly enforce an **Evening Policy:**

- We do not allow more than four people in our guestrooms and 5 people in our suites
- Outdoor pool, spa & public spaces are open from 6am-10:30pm

If these guidelines are not followed or any complaints are received because of excessive noise, occupants of the rooms or suites will be asked to leave. The group master account will be charged for the night stay and in addition a security deposit of $150.00.

Wild Palms Hotel is a non-smoking property. Smoking in a guest room will result in a minimum charge of $150.00, and smoking in our meeting space will result in a minimum charge of $400.00.

<u>GENERAL CONDITIONS</u>

ACCESSIBILITY:
Our advisors have informed us that our facilities are reasonably accessible to persons with disabilities; however, due to limited availability we cannot guarantee the availability of disabled accessible guest rooms without prior identification. The Hotel shall provide, to the extent required by law, such auxiliary aids and/or services as may be reasonably requested by you, provided that you give us reasonable advance written notice to the Hotel of such needs. The Group shall be responsible for the cost of any auxiliary aids and services (including engagement of and payment to specialized service providers, such

as sign language interpreters), other than those types and quantities typically maintained by the Hotel, and such cost shall be added to the Master Bill.

NOTICES:
Any notice required or permitted by the terms of this contract must be in writing. Notice may be sent by certified or registered mail, return receipt requested, or by a fax followed by delivery by a recognized overnight courier service with provision for a receipt. Notices shall be deemed effective as of the date received as shown on the mailing receipt.

MERCHANDISE OR ARTICLES:
The Hotel shall not be responsible for damage or loss of any merchandise or articles brought into the Hotel or for any items left unattended.

VENUE; CHOICE OF LAW:
The parties agree that any action arising out of this agreement shall be filed and heard in state court located in San Francisco, California. The parties also agree that this agreement shall be governed by and construed in accordance with the laws of the State of California applicable to contracts made and wholly performed within California by persons domiciled in California.

NO CHANGES:
The foregoing constitutes all the agreed upon terms of this Contract. In order for any changes to this Contract to be effective, such changes to this Contract must either be written on this Contract and initialed and dated by both parties, or set out in a separate Amendment that is dated signed by both parties. Amendments described in the body of e-mails between the parties will not be effective to amend this Contract.

ATTORNEY FEES:
If any suit or action arising out of or related to this Agreement is brought by any party, the prevailing party or parties shall be entitled to recover the costs and fees (including without limitation reasonable attorneys' fees, the fees and costs of experts and consultants, copying, courier and telecommunication costs, and deposition costs and all other costs of discovery) incurred by such party or parties in such suit or action, including without limitation any post-trial or appellate proceeding, or in the collection or enforcement of any judgment or award entered or made in such suit or action.

INDEMNIFICATION:
To the extent permitted by law, Group shall indemnify and hold us our parent companies, subsidiaries, affiliates, officers, directors, employees, agents and representatives forever harmless from, and against, any and all personal injury, property damage, loss, liability or claim of liability, expenses, fines and penalties including reasonable legal fees caused by any wrongful or negligent act, error or omission by the Group, its guests, invitees, agents, delegates or representatives, arising out of or in connection with your function, except those claims arising out of the sole negligence or willful misconduct of the Hotel.

INSURANCE:
Group will, at its own expense at all times during the term of this Contract provide and maintain in effect Commercial general liability insurance: covering all operations or activities, arising out of or connected with this agreement providing insurance for bodily injury, property damage, personal injury, advertising injury, contingent employer's liability and contractual liability, as those terms are defined by Commercial General Liability insurance policies, with limits of not less than $1,000,000 per occurrence.

FORCE MAJEURE:
If the Contract becomes impossible to perform by either party due to acts of God, war, government regulations, disaster, strikes, civil disorder, curtailment of transportation facilities (which prohibit 25% or more of the Group's attendees from arriving at Hotel), or other emergencies making it illegal or impossible to provide the facilities or to hold the program, this Contract may be terminated for any one or more of such reasons by written notice from one party to the other provided that the reason for said termination is in effect in California or the immediate surrounding area and is in effect within 30 days prior to the arrival date.

SIGNATURES/ACCEPTANCE/EXPIRATION OF OFFER:

The foregoing constitutes all the agreed upon terms of this contract. Please sign and return this Contract by May 5, 2017, in order to accept these terms, otherwise the Hotel's offer shall be automatically withdrawn without further action required by either party. The signatories to this contract hereby warrant they have the authority to enter into this agreement and hereby agree to the terms set forth therein.

By their signatures below, the parties hereby agree to and accept all of the terms and conditions of this Contract.

Jefferson School District

ACCEPTED BY (PLEASE PRINT): _____

TITLE: _____

SIGNATURE: _____

DATE: _____

Wild Palms Hotel:

ACCEPTED BY: Britton Peck

TITLE: Sales Manager

SIGNATURE: _____

DATE: _____