STUDENT AFFILIATION AGREEMENT

THIS STUDENT AFFILIATION AGREEMENT ("Agreement"), by and between the WEST VIRGINIA UNIVERSITY BOARD OF GOVERNORS on behalf of WEST VIRGINIA UNIVERSITY and its SCHOOL OF NURSING ("WVUSN") and MARION COUNTY SCHOOLS ("Affiliate").

WITNESSETH:

WHEREAS, the West Virginia University Board of Governors governs West Virginia University and its School of Nursing, including the WVUSN's nursing programs at West Virginia University Institute of Technology in Beckley, WV and Potomac State College in Keyser, WV; and

WHEREAS, the West Virginia University Board of Governors employs qualified nurses as members of the faculty of WVUSN; and

WHEREAS, the object and purposes of this Agreement are in furtherance of WVUSN’s mission; and

WHEREAS, Affiliate wishes to affiliate with WVUSN to establish a mutually beneficial relationship for the purpose of carrying out the goals and objectives identified in this Agreement; and

WHEREAS, the parties share the mutual goal of providing optimum field experience for students enrolled in courses at WVUSN.

NOW, THEREFORE, in consideration of the premises and the covenants and conditions herein contained, WVUSN and Affiliate hereby agree as follows:
1. **RESPONSIBILITIES OF WVUSN.**

1.1. WVUSN shall designate one faculty member to serve as a liaison person between Affiliate and WVUSN.

1.2. WVUSN shall provide nursing faculty who will be responsible for guiding students in the nursing role.

1.3. WVUSN shall provide projected schedules of faculty time commitment to Affiliate prior to beginning field experiences.

1.4. WVUSN shall provide information to Affiliate regarding desired learning experiences and policies as these relate to the teaching of professional nursing.

1.5. WVUSN shall advise students that they are responsible for arranging their own transportation, must have a valid driver’s license and must have satisfactory insurance when driving.

1.6. WVUSN shall advise students that they are responsible for keeping the designated preceptor and Affiliate informed of plans and time commitment related to the field experience.

1.7. WVUSN shall advise the students participating in the field experience at Affiliate that they are responsible for complying with the applicable rules and regulations of Affiliate.

1.8. WVUSN shall provide supervision of students during this field experience.

2. **RESPONSIBILITIES OF AFFILIATE.**

2.1. Affiliate shall provide field experiences in professional nursing for nursing students from WVUSN.

2.2. Affiliate shall designate a contact person between Affiliate and WVUSN.
2.3. Affiliate shall orient the professional nursing students to the services of Affiliate and the policies and procedures governing the functions of Affiliate.

2.4. Affiliate shall orient the faculty from WVUSN and keep faculty informed of changes in programs, policies, and procedures in Affiliate.

2.5. Affiliate shall retain ultimate responsibility for Affiliate clients.

2.6. Affiliate shall keep faculty informed of the professional nursing student’s progress in meeting the goals of the identified learning experiences.

2.7. Affiliate shall provide periodic feedback to students regarding their performance in the identified learning experiences.

2.8. Affiliate shall accept student and faculty services without remuneration.

2.9. Affiliate shall assign a staff member as an Affiliate preceptor who will be responsible for the supervision of the student’s nursing practice in Affiliate.

2.10. In the event a student suffers an injury or experiences a health threatening exposure while on Affiliate’s premises, Affiliate will provide emergency care including the administering of acute antiviral therapies or referral therefore as recommended by protocols adopted by the Centers for Disease Control and Prevention. Such care will be at the student’s expense.

2.11. Affiliate shall notify WVUSN of any reported complaints about mistreatment of nursing students, in writing, upon occurrence. Affiliate shall provide mechanisms for reporting complaints that ensure that the complaints may be documented and investigated without fear of retaliation. In addition, Affiliate shall notify WVUSN immediately upon initiation of an investigation of a complaint related to a WVUSN nursing student.
2.12. Affiliate shall advise WVUSN of any incident that occurs involving WVUSN students that represents a threat to the health and safety of WVUSN students.

2.13. If Affiliate agrees to accept the placement of a Nurse Anesthetist student, it shall permit the Council on Accreditation of Nurse Anesthesia Educational Programs ("COA") on site to perform its accreditation functions. This may include contact with Protected Health Information ("PHI").

3. **MUTUAL RESPONSIBILITIES.**

3.1. The faculty and Affiliate contact person will discuss desired learning experiences for nursing students and experiences Affiliate can provide.

3.2. Selection of the available experiences appropriate to the attainment of the learning objectives for faculty and nursing students will be made cooperatively with Affiliate, the faculty preceptor, and the student.

3.3. After completion of each semester, faculty designated by WVUSN and the designated representative of Affiliate will meet to evaluate the semester’s experience and project plans for the following semester.

3.4. The faculty and Affiliate contact person will negotiate the number of students to receive experiences in Affiliate each semester.

3.5. If the Affiliate accepts Nurse Anesthetist and/or Advanced Practice Nursing students, the parties agree to ensure that at no time during the placement the supervision ratio of nurse anesthetist students and/or Advanced Practice Nursing students to preceptors shall not exceed two (2) nurse anesthetist students and/or Advanced Practice Nursing students to one (1) qualified preceptor.
4. **TERM.** Unless terminated sooner as hereinafter provided, this Agreement shall be effective November 1, 2019, through October 31, 2024 [a five (5) year term], and may be renewed upon mutual written agreement of the parties.

5. **TERMINATION.**

5.1. Either party may terminate this Agreement for any reason upon ninety (90) days prior written notice. Any student already at Affiliate at the time of the termination of this Agreement will be allowed to complete the rotation at Affiliate in accordance with the terms of this Agreement.

5.2. Any party may terminate this Agreement for just cause. For purposes of this Agreement, just cause shall mean the failure of any party to comply with the material terms of this Agreement after notice by certified mail, return receipt requested, and a reasonable opportunity of not less than sixty (60) days to cure such breach.

6. **NOTICES.** Any written notice required by this Agreement shall be sent by certified mail, return receipt requested, to the address given below or to such later address as may be specified in writing. Any prior written notice periods required by this Agreement shall be deemed to be effective upon receipt if sent in accordance with this notice provision.

If to WVUSN: 

Vice President and Executive Dean of Health Sciences  
West Virginia University  
Robert C. Byrd Health Sciences Center  
P.O. Box 9000  
Morgantown, WV 26506-9000

If to Affiliate: 

Attn: Robin Haught  
Marion County Schools  
1516 MaryLou Retton Drive  
Fairmont, WV 26554

7. **NON-DISCRIMINATION.** The parties hereby warrant that each party is, and shall continue to be, in compliance with the Civil Rights Act of 1964, the Rehabilitation Act of 1973,
and the Americans with Disabilities Act of 1990 as well as the applicable Federal, State, and local statutes, rules and regulations. No person shall, on account of race, color, national origin, ancestry, age, physical or mental disability, marital or family status, pregnancy, veteran status, service in the uniformed services (as defined in state and federal law), religion, creed, sex, sexual orientation, genetic information, gender identity, or gender expression, be unlawfully excluded from participation in any programs sponsored by either of the parties to this Agreement. The parties shall not discriminate on the basis of race, color, national origin, ancestry, age, physical or mental disability, marital or family status, pregnancy, veteran status, service in the uniformed services (as defined in state and federal law), religion, creed, sex, sexual orientation, genetic information, gender identity, or gender expression, in any of the services provided hereunder. The parties shall not affiliate knowingly with nor grant recognition to any individual, group, or organization having policies that discriminate on the basis of race, color, national origin, ancestry, age, physical or mental disability, marital or family status, pregnancy, veteran status, service in the uniformed services (as defined in state and federal law), religion, creed, sex, sexual orientation, genetic information, gender identity, or gender expression.

8. **LIABILITY INSURANCE.** Professional and general liability coverage provided by the State of West Virginia will apply to students assigned under this Agreement while they are acting within the scope of their approved assignment. The amount of coverage is One Million Dollars ($1,000,000.00) per occurrence with no aggregate limit. WVUSN shall provide Affiliate with a copy of the Certificate of Insurance upon request.

9. **LIABILITY.** Each party agrees that it shall be responsible for all demands, claims, damages to persons and/or property, losses or liabilities, including reasonable attorney fees
arising out of or caused by the party's negligence or intentional misconduct, if assessed by a court of competent jurisdiction to be the responsibility of that party.

10. **SEVERABILITY.** If any portion of this Agreement shall for any reason be invalid, illegal, unenforceable, or otherwise inoperative, the valid and enforceable provisions will continue to be given effect and to bind the parties.

11. **APPLICABLE LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of West Virginia, without regard to its conflicts of law provisions.

12. **USE OF NAME.** Neither party shall use the name or logo of the other party or its trade, assumed, or true names in any advertising, promotional, or other materials in any form of media without the prior written consent of that party. Requests to use WVUSN's name or logo should be sent to the Director of Trademark Licensing at trademarklicensing@mail.wvu.edu.

13. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties as to this subject matter and supersedes any previous oral or written negotiations and/or agreement.

14. **HIPAA.** WVUSN states that it has trained or caused to be trained all individuals provided pursuant to the terms of this Agreement in the regulations pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended by the Health Information Technology for Economic and Clinical Health Act ("HITECH") and its implementing regulations. In the event that Affiliate becomes aware of any breach of privacy by any student assigned to Affiliate, Affiliate will immediately notify WVUSN of such breach.

15. **COUNTERPARTS AND SIGNATURES.** This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed original but which together shall
constitute one (1) and the same instrument. Facsimile or scanned images of signatures upon this Agreement shall be binding on the party so signing as if an original signature and shall have the full force and effect thereof.

16. **ASSIGNMENT.** This Agreement may not be assigned by either party without the written consent of the other party hereto; provided, that WVUSN may assign this Agreement to a successor board, agency or commission of the State of West Virginia in the event of a change in law by the West Virginia Legislature changing its governing board upon thirty (30) days' advance written notice to Affiliate.

17. **MODIFICATIONS AND AMENDMENTS.** This Agreement may be modified at any time upon mutual consent in writing of the parties signed by all the parties hereto. Any proposed change must be made in writing, and delivered in person or by registered mail to the other party.

18. **IMMUNIZATIONS AND TRAININGS.** WVUSN will assure and certify to Affiliate that students have all necessary inoculations and vaccinations (Polio, Tetanus, MMR, Varicella, Hep B, PPD, CPR), required to provide direct patient care. Also, students will be trained in OSHA and HIPAA procedures and regulations, prior to doing any clinical work. No student will be allowed to provide direct patient care until these requirements are met.

19. **BACKGROUND CHECKS.** If required by Affiliate, the student will agree to being fingerprinted and have a background check completed. The procedure and results must be completed prior to the student starting their clinical rotation. The results will only be released to Affiliate, with student permission.

20. **FERPA.** Affiliate acknowledges that many students’ education records are protected by the Family Educational Rights and Privacy Act (“FERPA” 34 CFR § 99.33(a)(2)) and that, in
most instances, student permission must be obtained before releasing specific student data to anyone other than WVUSN. To the extent that Affiliate receives from WVUSN personally identifiable information from educational records as defined in FERPA, Affiliate agrees to abide by the limitation on re-disclosure set forth in FERPA, which states that the officers, employees, and agents of a party that receives education record information from WVUSN may use the information, but only for the purposes for which the disclosure was made. WVUSN agrees to provide guidance to Affiliate with respect to complying with FERPA.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK; SIGNATURES TO FOLLOW ON NEXT PAGE.]
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the
date first written above.

WEST VIRGINIA UNIVERSITY BOARD OF GOVERNORS
on behalf of WEST VIRGINIA UNIVERSITY,
E. Gordon Gee, J.D., Ed.D., President, by

______________________________  Date
Clay B. Marsh, M.D.
Vice President and Executive Dean of Health Sciences

MARION COUNTY SCHOOLS

______________________________  Date
Randall D. Farley
Superintendent
Request for Board Approval:

Purchase from Hooten Equipment Co. Vulcan Double Stack Convection Oven for Monongah Elementary in the amount of $7,220.00.

Hooten Equipment $7,220.00 (recommend)
C&T Design $8,427.78
Stout Company $8,795.00

Funding from Child Nutrition
CHILD NUTRITION

Marion County Board of Education
Barnes Learning Center
500 11th Street
Fairmont, West Virginia 26554

Terri Atha
School Nutrition Program Director
304-367-2106
tnchar@k12.wv.us

REQUEST FOR PRICE QUOTE
Replace single convection oven with double stack convection oven
Monongah Elementary
628 Walnut Ave., Monongah WV 26554
304-367-2159

Double Stack Convection Oven
Vulcan VCSSG
Natural Gas
Electronic Ignition
2-speed blower motor
(4) Casters in lieu of standard legs
Installation to include removal of old convection oven and
complete installation new oven. Marion County will retain possession of old oven.
4' Flexible gas hose with quick disconnect and restraining device
1 Year Warranty - K12 School Nutrition Extended Warranty 12 Months

Total Cost $4,271.76
Southbound - See Supporting Material

COMPANY NAME C&T Design and Equipment Co. Inc.
ADDRESS 1415 Stonehenge Rd, CITY/STATE CHARLESTON, WV 25314
TELEPHONE (304) 552-3685, FAX (304) 439-0227
SIGNATURE Mark R. Hobbs
TITLE Managing Director DATE 10-25-2019
Installation as specified

Return by October 25, 2019
Fax 304-367-2177
Email tnchar@k12.wv.us

Mail Marion County Board of Education
Office of Child Nutrition
500 11th Street
Fairmont, WV 26554
CHILD NUTRITION

Marion County Board of Education
Barnes Learning Center
500 11th Street
Fairmont, West Virginia 26554

Terri Atta
School Nutrition Program Director
304-367-2106
tincher@k12.wv.us

10/14/2019

REQUEST FOR PRICE QUOTE
Replace single convection oven with double stack convection oven
Monongah Elementary
628 Walnut Ave., Monongah WV 26554
304-367-2159

Double Stack Convection Oven
Vulcan VC44GD
Natural Gas
Electronic Ignition
2-speed blower motor

(4) Casters in lieu of Standard Legs
Installation to include removal of old convection oven and
complete installation new oven. Marion County will retain possession of old oven.
4' Flexible gas hose with quick disconnect and restraining device
1Year Warranty + K12 School Nutrition Extended Warranty 12 Months

Total Cost $8,795.00

COMPANY NAME Stout Company Inc.
ADDRESS 760 W. Pre St. CITYSTATE Clarksburg, WV
TELEPHONE 623-3355 FAX 623-3351
SIGNATURE Angela Danner
TITLE President OWNER DATE 10/14/19

Return by October 25, 2019
Fax: 304-367-2177
Email tincher@k12.wv.us

Mail Marion County Board of Education
Office of Child Nutrition
500 11th Street
Fairmont, WV 26554
REQUEST FOR PRICE QUOTE
Replace single convection oven with double stack convection oven
Monongah Elementary
628 Walnut Ave., Monongah WV 26554
304-367-2159

Double Stack Convection Oven
Vulcan VC44GD
Natural Gas
Electronic Ignition
2-speed blower motor
(4) Casters in lieu of Standard Legs
Installation to include removal of old convection oven and
complete installation new oven. Marion County will retain possession of old oven.
4' Flexible gas hose with quick disconnect and restraining device
1Year Warranty + K12 School Nutrition Extended Warranty 12 Months

Total Cost: $7,220

COMPANY NAME_Hootz Equipment Company
ADDRESS_961 Virginia St. STE 404 Charleston WV 25302
TELEPHONE_304-992-3478 FAX_304-346-3421
SIGNATURE_Thuy T Nguyen
TITLE_VP DATE_10-15-19

Return by October 25, 2019
Fax_304-367-2777
Email_tricharlxk12.wv.us

Marion County Board of Education
Office of Child Nutrition
500 11th Street
Fairmont, WV 26554
DATE: October 29, 2019
TO: Mr. Farley
FROM: Chad A. Norman
RE: Board Agenda Item

Marion County Technology Department requests to pay CDW G $8,414.78 for Eleven HP ProDesk Computers for East Fairmont High School Journalism Department.
Funding: Technology
Request for new computers and Adobe Creative Suite

Kathy Gerau
Mon 10/28/2019 2:22 PM
To: Chad Norman <cnorman@k12.wv.us>

Mr. Norman,

I am writing to request Adobe Creative Suite and (11) new computers to support the software for my Media classroom. The current computers operate on Windows 7 which is no longer supported and will not allow my students to print within the building nor make use of current apps and software. The computers would need to be stand alone versus zero client.

I currently teach Mass Communications/Broadcasting, Community Service, Yearbook, Media, Photojournalism, and Journalism I. All of these classes necessitate up-to-date technology to complete required tasks, keep up with standards, preparation to enter the workforce, and be prepared to enter college media programs. Please consider my request.

Thank you,

Kathy Gerau
Journalism Dept.
East Fairmont High School
DEAR TARA STANLEY,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. Click here to convert your quote to an order.

<table>
<thead>
<tr>
<th>QUOTE #</th>
<th>QUOTE DATE</th>
<th>QUOTE REFERENCE</th>
<th>CUSTOMER #</th>
<th>GRAND TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>KZQL942</td>
<td>10/29/2019</td>
<td>HP G4 i5</td>
<td>274458</td>
<td>$8,414.78</td>
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</table>

### QUOTE DETAILS

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<thead>
<tr>
<th>ITEM</th>
<th>QTY</th>
<th>CDW#</th>
<th>UNIT PRICE</th>
<th>EXT. PRICE</th>
</tr>
</thead>
</table>

Mfg. Part#: E4HJ87UT#ABA
UNSPSC: 43211508
min qty 5 on a single order, single shipment to qualify for $764.98 unit cost
Contract: WV Mountain State ESC Agreement (018-A)

### PURCHASER BILLING INFO

<table>
<thead>
<tr>
<th>BILLING ADDRESS:</th>
<th>SUBTOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>MARION COUNTY SCHOOLS ACCOUNTS PAYABLE</td>
<td>$8,414.78</td>
</tr>
<tr>
<td>1516 MARY LOU RETTON DRIVE FAIRMONT, WV 26554</td>
<td></td>
</tr>
<tr>
<td>Phone: (304) 367-2100</td>
<td></td>
</tr>
<tr>
<td>Payment Terms: NET 30-VERBAL</td>
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### DELIVER TO

<table>
<thead>
<tr>
<th>SHIPPING METHOD:</th>
<th>SHIP TO:</th>
</tr>
</thead>
<tbody>
<tr>
<td>UPS Ground (2-3 Day)</td>
<td>CDW Government</td>
</tr>
<tr>
<td>1993 AIRPORT RD FAIRMONT, WV 26554-9138</td>
<td>75 Remittance Drive Suite 1515</td>
</tr>
<tr>
<td>STANLEY</td>
<td>Chicago, IL 60675-1515</td>
</tr>
</tbody>
</table>

Need Assistance? CDW•G SALES CONTACT INFORMATION

| Robyn Musicant | (866) 773-7440 | robyn.musicant@cdw.com |

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at http://www.cdw.com/docs/sales/service_agreement.pdf For more information, contact a CDW account manager.

© 2019 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239
**Marion County Board of Education**

(please submit one field trip form per bus needed)

Please follow the instructions in the Administrative Manual Section 2.115. All field trips requiring Board approval must be submitted at least two weeks prior to the regular Board meeting. All other requests must be in at least one week prior to the trip. All completed copies are to be submitted to the principal who will sign and forward to the county office for approval.

<table>
<thead>
<tr>
<th>School</th>
<th>10/16/19</th>
<th>Sponsor</th>
<th>Sub Needed</th>
</tr>
</thead>
<tbody>
<tr>
<td>North Marion</td>
<td></td>
<td>Josie Pachita</td>
<td>yes</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Group</th>
<th>Nov. 21, 2019</th>
<th>Chaperone(s)</th>
<th>Sub Needed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Broadcasting-3NTV</td>
<td></td>
<td>Cebi Olivero</td>
<td>yes</td>
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</table>

<table>
<thead>
<tr>
<th>Total Number to be Transported</th>
<th>Destination</th>
</tr>
</thead>
<tbody>
<tr>
<td>42</td>
<td>Washington, D.C.</td>
</tr>
</tbody>
</table>

Purpose of activity: Visit the Newseum (museum for journalism) and Voice of America monuments.

Number of School Days Lost | Approximate Cost: 4,500
Source of Funding: 3NTV Possible NMI Foundation

**Transportation Information**

<table>
<thead>
<tr>
<th>Time bus to be loaded</th>
<th>Approximate time to return</th>
</tr>
</thead>
<tbody>
<tr>
<td>4 am/pm</td>
<td>10 30 am/pm</td>
</tr>
</tbody>
</table>

Type of Transportation

- [x] Marion County School Bus
- [ ] Private Auto
- [ ] Commercial Carrier
- [ ] List carrier

Is School to pay driver?

- [x] Yes
- [ ] No

Principal: _____________________________ Date: 10/17/19

Approved (granted/denied)

- [ ] Principal
- [ ] Central Office
- [ ] Transportation

Driver’s Trip Report

<table>
<thead>
<tr>
<th>Bus #</th>
<th>Bus Capacity</th>
<th>Total Number Transported</th>
</tr>
</thead>
</table>

Destination: _____________________________ Date of Trip: _____________________________ Day of Week: _____________________________

Times:

- Pre-trip: _____________________________ am/pm
- Bus Available to load students: _____________________________ am/pm
- Depart on trip: _____________________________ am/pm
- Bus return from trip: _____________________________ am/pm
- Completion of bus cleanup: _____________________________ am/pm

Sponsor/Chaperone (signature verifies loading, departure and return times) _____________________________

Driver’s Signature: _____________________________

Name of substitute covering run: _____________________________ Mileage: _____________________________ Fuel: _____________________________

White - Accounting Yellow - Transportation Office Pink - Driver Gold - Driver
North Marion High School Broadcasting/3NTV Field Trip to Washington, DC

Tentative Itinerary for Thursday, Nov. 21, 2019

4 a.m. Depart from North Marion High School

4-9 a.m. Travel to Washington, DC (Stop at McDonalds for breakfast midway)

9 a.m.-12 p.m. Tour the Newseum and participate in a workshop on ethics in journalism or identifying “fake news,” bots, and scams.

12-1 p.m. Lunch

1-3:30 p.m. Tour U.S. Capitol (Arrange to see House and Senate in session and/or visit Senators or Congressmen)

3:30-5:30 p.m. Visit monuments

5:30-10:30 p.m. Travel back to WV

10:30 p.m. Return to North Marion
North Marion High School Broadcasting/3NTV Field Trip to Washington, DC

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3:30-5:30 p.m. Visit monuments

5:30-10:30 p.m. Travel back to WV

10:30 p.m. Return to North Marion
Administrative Checklist for Field Trips / August 2019

1) If you choose to utilize a Marion County School Bus

☐ Complete a Marion County Field Trip Request form (one form per bus) (High School max. 52; Middle School max 55; Elementary max. 77)

☐ Submit Field Trip form to Mr. Norman before the date of the bid meeting

☐ Out of state or overnight trip requires board approval, a trip itinerary, (Pittsburgh, Pa. is the only out of state location considered to be in state)

2) If you choose to utilize Private Auto

☐ Copy of the Private Auto's driver's license

☐ Copy of the Private Auto's driver's insurance

☐ Driver of the Private Auto cannot have more than 6 points against their driving record.

☐ Driver of the Private Auto must give consent that they are not taking any medication which may disqualify the driver from transporting students.

☐ Submit a Field Trip Request at least 2 weeks prior to the event

☐ List of all trip chaperones included

☐ Trip Itinerary

☐ Out of state or overnight trip requires board approval, a trip itinerary, (Pittsburgh, Pa. is the only out of state location considered to be in state)

(Over Please)