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PALM BEACH COUNTY, FLORIDA

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## MEMORANDUM

**TO:** Honorable Chair and Members of the School Board  
Michael J. Burke, Superintendent  
Chair and Members of the Audit Committee

**FROM:** Teresa Michael, Inspector General *TM*

**DATE:** February 6, 2023

**SUBJECT:** Transmittal of Final Investigative Report:  
*22-0011-I, Forest Hill Community High School, Misuse of Authority*

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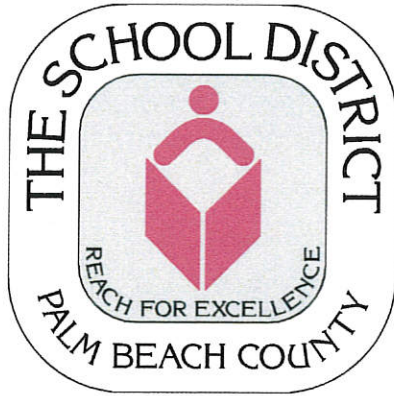
Attached, please find a copy of the Palm Beach County School District Office of Inspector General (OIG) Final Report of OIG Case 22-0011-I related to Misuse of Authority. On March 23, 2022, the OIG received anonymous complaints via the OIG hotline regarding alleged unethical conduct by former Forest Hill Community High School (FHCHS) Campus Security Aide George Ferguson. In that, Ferguson privately charged students to park personally owned vehicles on the school campus.

The allegation that former FHCHS Campus Security Aide Ferguson charged a student to park their vehicle on school grounds was **Substantiated**.

In the additional allegation, it was alleged that Principal Rivera invited family and friends to chaperone students participating in the December 14 thru 17, 2021, Choral Department field trip to New York City. The OIG investigation determined there was insufficient evidence to prove Principal Esther Rivera invited family and friends to chaperone chorus students that participated in the December 14 thru 17, 2021, field trip to New York City; thus, the Allegation was **Unsubstantiated**.

It was further alleged that Principal Rivera improperly used school funds to pay for her daughter's travel despite her daughter not being a student at FHCHS or authorized by First Serve to act as a historian. The OIG investigation concluded that the allegation that Principal Rivera improperly used school funds to pay for her daughter's travel despite her daughter not being a student at FHCHS or authorized by First Serve to act as a historian was **Substantiated**.

In accordance with *School Board Policy 1.092.9.b.iv.*, on August 15, 2022, the draft of this investigation was provided to Principal Esther Rivera and Former Campus Security Aide George Ferguson for a response. Mr. Ferguson did not respond. On September 7, 2022, the OIG received a written response from Esther Rivera and included it in the final report.



# **OIG CASE NUMBER 22-0011-I**

***Forest Hill Community High School***

***TYPE OF REPORT: Final***

***DATE OF REPORT: September 14, 2022***



*Teresa Michael*

**Teresa Michael, Inspector General  
Office of Inspector General  
School District of Palm Beach County**

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# *Office of Inspector General*

## *Report of Investigation #22-0011-I*

### **EXECUTIVE SUMMARY**

From March 23, 2022, to August 12, 2022, the Office of Inspector General (OIG) investigated an anonymous complaint that Forest Hill Community High School (FHCHS) Campus Security Aide charged a student to park his personally owned vehicle on the school campus. Additionally, it was alleged that the Principal invited family and friends instead of school staff to chaperone chorus students that participated in the December 14 thru 17, 2021, choral field trip to New York City. It is further alleged that Principal Rivera used school funds to pay for her daughter's flight despite her daughter not being a member of the choir or a student at FHCHS.

The OIG concluded that former FHCHS Campus Security Aide George Ferguson did violate School Board Policies 3.02 Code of Ethics and 5.184 Use and Parking of Private Motor Vehicles on School Property by High School Students. Additionally, the OIG concluded that Principal Esther Rivera did violate School Board Policies 2.40 Field Trips, 2.53 Volunteers in Public Schools, or 3.02 Code of Ethics.

On September 3, 2021, a senior class student paid Ferguson \$80 through a Zelle mobile cash application payable to an account named "Hill Fore" associated to a telephone number identified by Rivera as belonging to Ferguson to park his car on the school campus. On October 14, 2021, the student reported the payment to Ferguson to Principal Rivera. The student provided Principal Rivera with a screenshot of a Zelle payment that the student paid Ferguson. On October 14, 2021, Principal Rivera reported the payment between the student and Ferguson to Employee Labor Relations (ELR) Manager Jose Fred and Area Superintendent Karen Whetsell.

On October 21, 2021, FHCHS on-campus School Police Officer Jose Martinez-Perez investigated and prepared police report #21-00002782. Officer Perez closed his investigation after Ferguson resigned from the school.

District PeopleSoft Personnel records show that Ferguson resigned from the District on October 14, 2021, the same day the student reported the incident to Principal Rivera.

Ferguson contacted the OIG on June 2, 2022, via phone. Ferguson admitted that he accepted \$80 from the student via a cash app to park on the school campus. Ferguson reported that he provided those funds to Physical Education Teacher and Dean Ryan Nani, who turned the funds over to the administration. In an interview with the OIG, Nani said he did not receive the funds the student paid to Ferguson. On June 6, 2022, the OIG contacted Ferguson via phone; Ferguson said he was busy and could not meet with the OIG, but he would arrange to refund the student's \$80 payment.

The OIG reviewed the FHCHS student parking spreadsheet prepared by Nani, who was responsible for accepting all student-parking fees and verifying if the student's funds were turned over to the administration, as Ferguson alleged. The FHCHS parking spreadsheet showed that the student's funds were not recorded as received, nor was the student's name indicated in the spreadsheet. School Board Policy 3.02 Code of Ethics states that District employees will not use their professional relationship or authority with students to their advantage.

The allegation that former FHCHS Campus Security Aide Ferguson charged a student to park their vehicle on school grounds was **Substantiated**.

Between December 14 and 17, 2021, 16-FHCHS chorus students and four chaperones attended a field trip to New York City. The chaperones were Principal Rivera, Choral Director Sterling Frederick, Confidential Executive Principal Secretary Susana Segura, and Segura's son Brian Bentancourt. Student field trips in-county, out-of-county, and out-of-state require completing PBCSD 1894, Field Trip Activity Planning Report, Approval Request, and PBCSD 2149, Field Trip/Activity Roster. The District forms must show the school and District leadership approval signatures before the scheduled field trip can take place. The required forms showed school district leadership signatures approving the field trip to New York City.

Choral Director Sterling Frederick said Principal Riviera invited her daughter on the field trip. Principal Rivera's daughter, a former FHCHS student in 2021, attended the field trip to New York City. Principal Rivera said her daughter was the Historian for the "First Serve Organization," which donated \$25,000 to cover travel and lodging expenses for the students and chaperones to travel to New York City. According to Principal Rivera, her daughter was responsible for chronicling student events during the field trip. Principal Rivera covered her daughter's meal expenses; her daughter lodged with Principal Rivera. The "First Serve Organization" donated funds to the school and those school funds paid for Rivera's daughters flight. Principal Rivera's daughter was her only family member that attended the field trip to New York City.

Instructional Superintendent Karen Whetsell said she knew Principal Riviera's daughter was a Park Vista Community High School student. Whetsell said the only way Riviera's daughter would have been approved to attend the field trip was through the approval of Principal Riviera. Whetsell further said approving the daughter to attend the field trip is a "shade-of-gray," but there is nothing wrong with the daughter attending the field trip as long as Rivera or her daughter personally pay for her daughter's expenses.

The OIG contacted the First Serve Organization Chief Operating Officer Jenny Gekas via email, who stated that the Principal's daughter was not the historian representing the First Serve Organization during the New York City field trip nor affiliated with the First Serve Organization. School Board Policy 3.02 Code of Ethics states that each employee agrees and pledges to provide the best example possible, striving to demonstrate excellence,

integrity, and responsibility in the workplace. In addition, the employee agrees and pledges to avoid conflicts of interest or any appearance of impropriety.

Segura's said she and her son, Brian Bentancourt, were selected by the Principal. Betancourt was selected because they needed a male chaperone. Bentancourt was registered through the FHCHS volunteer programs. Bentancourt had previously met the chorus students, and had chaperoned other school events. Segura's son was her only family member that attended the New York City field trip. Deputy Superintendent Ed Tierney, Area Superintendent Karen Whetsell, Principal Esther Rivera, and Choral Director Frederick Sterling approved the chaperones to accompany the students during the field trip.

The New York City field trip was not solicited for FHCHS on-campus staff to participate because of end-of-year final exam testing. Principal Rivera and Area Superintendent Whetsell decided to have all teachers remain at the school to facilitate the final exam testing for students. Whetsell said she discussed the timeframe of the field trip with the Principal. Whetsell said either it was on or near final exam time and that students going on the trip would possibly need accommodations such as taking the exam before or immediately after. Academics on the campus were not to be impacted, which influenced the decision-making on who would chaperone the trip. Whetsell added that Rivera's daughter was not a chaperone.

The allegation that, Principal Rivera invited family and friends instead of school staff to chaperone chorus students that participated in the December 14 thru 17, 2021, choral field trip to New York City field trip to New York City was **Unsubstantiated**. It is **Substantiated** that Principal Rivera used school funds donated by First Serve to pay for her daughter's flight to New York City in violation of School District Policy 3.02 (3).a.b., and 3.02 (4).a.g

On August 15, 2022, OIG staff forwarded a copy of the draft report to Forest Hill Community High School Former Security Aide George Ferguson and Principal Esther Rivera to respond by September 13, 2022. Ms. Rivera was the only one to respond. Her response has been attached as (**Exhibit 8**). A review of the response reveals the following.

*I do not dispute that family and friends were present for the trip to New York City. The trip was funded through First Serve Organization ("FSO") and not with any funds or resources of the School District of Palm Beach County, Florida. The President of FSA, Paul Van de Griff, personally invited my daughter to attend the trip because she was unable to attend the prior year due to COVID. Other than funds used for travel and a hotel room that I shared with my daughter, no funds from FSO were used for my daughter; she and/or I paid for all expenses incurred by her during the trip.*

## ***RECOMMENDATIONS***

Based on the finding the OIG recommends that Director of Professional Standards Vicki Evans-Pare reviews this report for action deemed appropriate.

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## **INVESTIGATIVE PREDICATE**

On March 23, 2022, the School District of Palm Beach County, Office of Inspector General (OIG) received an anonymous complaint via the OIG Hotline regarding alleged unethical conduct by former FHCHS Campus Security Aide George Ferguson in that Ferguson charged a student to park his vehicle on the school campus (Allegation 1).

The complaint also alleged that, Principal Esther Rivera invited family and friends instead of school staff to chaperone chorus students that participated in the December 14 thru 17, 2021, choral field trip to New York City (Allegation 2) and that Principal Rivera used school funds to pay for her daughter's flight to New York City despite her daughter nor being a member of the choir, a student at FHCHS, or affiliated with First Serve.

On March 23, 2022, OIG Senior Investigator Robert Sheppard was assigned this complaint for investigation.

The investigative findings of the allegations will be discussed in detail later in this report.

## **BACKGROUND**

Forest Hill Community High School (FHCHS) is a District school located at 6901 Parker Avenue, West Palm Beach, FL 33405. The total school enrollment is 2,463, with a 19:3 Student-Teacher Ratio. The school serves students in grades 9-12.<sup>1</sup>

FHCHS Campus Security Aides provide perimeter access control to District property, patrol school campus, and parking lots, issue parking violations, maintain daily logs, observe and report damage to District property, and prepare written reports when required.<sup>2</sup>

Parking on school property is a privilege and not a right for high school students. The Principal approves students to park privately owned vehicles in school parking lots during the school day in conjunction with School Board Policy 5.184 Use and Parking of Private Motor Vehicles on School Property by High School Students.<sup>3</sup>

Students operating personally owned vehicles at FHCHS must complete the online application, General Parking Section Parking Permit for Students, PBCSD Form, 1974, to obtain a student-parking decal. The parking decal is purchased by students at the school and is attached to the student's vehicle to be observed by the on-campus security staff. FHCHS sells student-parking decals for \$100 based on availability and eligibility determined by the Principal or the designee. Unauthorized vehicles are not permitted to park on school grounds and will be towed away at the owner's expense or booted with a \$25 removal fee.<sup>4</sup>

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<sup>1</sup> Palm Beach County School District (PBCSD).

<sup>2</sup> District's PeopleSoft personnel record, job description #33220 School Campus Aide

<sup>3</sup> School Board Policy 5.184 Use and Parking of Private Motor Vehicles on School Property by High School Students

<sup>4</sup> District Form (PBCSD 1974), General Parking Section Parking Permit for Students

The Principal approved 102 students to park their personally owned vehicles on the school campus during the 2021-22 school year.

School Board Policies 2.40, Field Trip, and 2.53, Volunteers in Public Schools (VIPS), state that the Principal and or the Area Superintendents must approve chaperones accompanying students to field trips or extracurricular events in-county, out of county, in-state or out-of-state.

School Board Policy 3.02 Accountability and Compliance states: Each employee agrees and pledges to avoid conflicts of interest or any appearance of impropriety.

Field trips require completion of District form PBCSD 1894, Field Trip Activity Planning Report. The out-of-state field trip form (PBCSD 1894) shows that on December 14 thru 17, 2021, four chaperones accompanied 16-chorus-students to New York City.

Zelle is an easy way to send money directly between almost any U.S. bank accounts typically within minutes. With just an email address or mobile phone number, you can quickly, safely and easily send and receive money with more people, regardless of where they bank.<sup>5</sup>

## ALLEGATION 1

It is alleged that FHCHS Campus Security Aide George Ferguson violated Florida School Board Policy 3.02 Code of Ethics and 5.184 Use and Parking of Private Motor Vehicles on School Property by High School Students. In that, Ferguson charged a student to park their vehicle on the school campus and kept the funds.

*Per School Board Policy, 3.02(4)(g), (5)(a)(iv), (d)(v), (e)(vi)(vii)*

### 4. Accountability and Compliance

*g. Each employee agrees and pledges to avoid conflicts of interest and any appearance of impropriety.”*

### 5. Ethical Standards.

*a. Abuse of Students – We are committed to ensuring that employee-student relationships are positive, professional and non-exploitative. We will not tolerate improper employee-student relationships. Each employee should always maintain a professional relationship with students, both in and outside of the classroom. Unethical conduct includes but is not limited to:*

*iv. Using one’s professional relationship or authority with students for one’s*

<sup>5</sup> According to [www.zellepay.com](http://www.zellepay.com) website.



*personal advantage.”*

- d. *Improper remunerative Conduct – We are committed to a practice of not accepting gifts or gratuities in violation of the State Code of Ethics or which give the appearance that the gift improperly influenced our decisions. We will not solicit students, parents, vendors, lobbyist or others for anything that provides us a personal benefit different than the public. Unethical conduct includes but is not limited to:*
- v. *Soliciting or accepting money or any other thing of value including, but not limited to gifts, favors, services, or promises of future employment, in return for advice or assistance on matters concerning the operation of the business of the board.”*
- e. *Avoidance of conflicts of interest and Receipt of Improper Outside Income– We are committed to declining outside income that might be perceived as inconsistent, incompatible or in conflict with our official duties. We will not make decisions or use our position for personal benefit or to gain an improper advantage. Employees are governed by the statutory provisions in the “Code of Ethics for Public Officers and Employees (Code of Ethics),” and certain statutes in the Florida School Code. As employees, you must comply with the provisions of the Code of Ethics and the “Principles of Professional Conduct for the Education Profession in Florida”, Chapter 6A-10.081, F.A.C., and the provisions outlined herein. A conflict of interest can exist anytime your position or decision provide the District or yourself with a financial benefit or improper advantage. **A conflict of interest shall be defined as a situation in which the employee’s regard for a private interest tends to lead to a disregard of the employee’s public duty or interest.** We are permitted to receive outside income as long as it does not create a conflict with our work in the School District. Unethical conduct includes, but is not limited to, the employee:*
- vi. *Accepting outside income in any situation where a reasonable person in the community would conclude that the receipt of the income would be inconsistent, incompatible or in conflict with the employee’s official duties with the school district.*
- vii. *Soliciting or accepting any personal gifts, favors, or benefits of more than nominal value during calendar year from any single person or organization that might benefit from the employee’s decision. This provision does not apply to: (a) meals provided at an event at which the employee participates in a seminar or similar activity; (b) travel expenses and meals paid by a local, state, federal government agency; or (c) lawful campaign contributions.”*

Per School Board Policy 5.184(4)(a),(5)(a)

“4. **General Statement of Policy.** *Parking on school property is a privilege, not a right that may be afforded to high school students. Permission for students to park private motor vehicles in school parking lots during the school day must be secured from the school principal.*

- a. *Students who wish to drive to and park at their school shall comply with the rules and regulations established by the principal of their school and policies established by the school board.”*

“5. **Local Rules and Regulations.** *The School Board hereby authorizes high school principals to develop and publish local rules and regulations procedures governing the conditions under which the students may be granted permission to use the parking facilities available on school property. These rules and regulations must be consistent with any federal and state law requirements. The local school rules and regulations shall include, but not limited to, the following:*

- a. *A general statement indicating that any student who drives to school and park in the school lot during school hours must obtain a parking permit. Students and parents must submit a completed application form [PBSD Form 1974](#) (General Parking Section – Parking Permit for Students), that is signed by the student and his/her parent and notarized. This form is attached and incorporated herein by reference as part of this policy and currently can be found on the [District's form website](#).”*

## COMPLAINT

On March 23, 2022, the Office of the Inspector General received anonymous information via a hotline disclosing an alleged allegation that then FHCHS Campus Security Aide George Ferguson privately charged a student to park their vehicle on the school campus.

## WITNESS INTERVIEW[S]

**On April 11, 2022, a sworn recorded interview of the Student was conducted at Forest Hill Community High School (FHCHS) in West Palm Beach, FL. The following represents actual and paraphrased statements made by “Student” as it relates to Allegation 1:**

The student said that at the beginning of August 2021, he parked his vehicle in the surrounding neighborhood next to FHCHS. A couple of weeks later, he received a parking ticket from the City of West Palm Beach. The student decided to purchase a FHCHS parking decal. Ferguson told the student that no parking permits were available, but if the student paid him (Ferguson) \$80, he would let the student park his vehicle on campus.

The student paid Ferguson \$80 through a mobile cash app on September 3, 2021 (**Exhibit 3**). The student said he did not know that Ferguson did not forward the money to the Principal. The student did not know if Ferguson received money from any other students to park their vehicles on campus.

Ferguson resigned a few days later and other campus staff told the student that he could not park his vehicle on campus because he did not have a parking decal. The student assumed that the Principal was aware of the funds that he paid to Ferguson. The student approached Principal Rivera and told her about the \$80 he paid Ferguson. Principal Rivera wrote down what he told her regarding the incident (**Exhibit 4**). The Principal authorized the student to park his vehicle on the campus. The student said he did not know Ferguson personally.

**On April 11, 2022, a sworn recorded interview of Principal Esther Rivera was conducted at FHCHS in West Palm Beach, FL. The following represents actual and paraphrased statements made by “Rivera” as it relates to the Allegation 1:**

Principal Rivera said she is responsible for approving students to park their vehicles on the campus. Due to scarce parking spaces, senior class students were given priority to park their cars on campus on a first-come-first-serve basis. Requirements for students to park their vehicles on the campus were to complete the online application, provide copies of their driver’s license, vehicle registration, and car insurance. Students were required to pay a \$100 parking permit fee to obtain an FHCHS parking decal; Teacher Ryan Nani is responsible for ensuring students provided the required documentation and collected the student parking fees. Rivera said about 75-100 students purchased parking permits to park their vehicles on campus.

Ferguson<sup>6</sup> monitored school parking lots to ensure that staff/student vehicles had visible FHCHS parking decals that authorized parking on the school campus. For the 2021-22 school year, students are permitted to park their cars on campus and at the city property next to the school (golf course) in the first row. A cooperative agreement between FHCHS and the City of West Palm Beach allows FHCHS staff/students to park their vehicles on the city grounds.

If a student’s vehicle is parked in the wrong location on campus, a violation warning ticket is attached to the car specifying the violation. If the student continues to violate the student parking rule(s), direct contact is made with the student. Ferguson was responsible for preparing parking warning violations.

Rivera said that she is aware of the incident when Ferguson approached the student to pay \$80 through a private mobile “Zelle” cash app to park his vehicle on the school campus. The student reported the incident to Rivera on October 14, 2021. The student made the payment to Ferguson on September 3, 2021. A few days after the student

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<sup>6</sup> According to Rivera, Ferguson submitted a letter of resignation stating he was resigning for family and personal reasons. Rivera said she never spoke to Ferguson about his resignation she just read his letter.

reported the incident to Rivera, Rivera approved the student to park his vehicle on the school campus. Rivera is not aware of any other students who may have paid Ferguson to park at the school.

On October 14, 2021, Principal Rivera contacted Area Superintendent Karen Whetsell, Employee Labor Relations (ELR) Manager Jose Fred, and on-campus School Police Officer Jose Martinez Perez to inform them about the incident.

**On April 11, 2022, a sworn recorded interview of School Police Officer Jose Martinez Perez was conducted at FHCHS in West Palm Beach, FL. The following represents actual and paraphrased statements made by “Officer Perez” as it relates to the Allegation 1:**

On-campus School Police Officer Martinez-Perez said Principal Rivera reported that Ferguson privately solicited funds from the senior class student to park their vehicle on the school campus. Police report #21-00002782 was prepared on October 21, 2021, detailing the reported incident. The student reported that he paid Ferguson to park his vehicle on the campus.

**On April 13, 2022, a sworn recorded interview of Physical Education (PE) Teacher and Dean Ryan Nani was conducted at FHCHS in West Palm Beach, FL. The following represents actual and paraphrased statements made by “Nani” as it relates to the Allegation 1:**

Nani is responsible for collecting student parking permit funds from students who park their vehicles on the school campus. Nani said no students approached him to report that Mr. Ferguson solicited funds from them to park their cars on the campus.

On June 6, 2022, the OIG contacted Nani via email and phone. Nani said he did not receive the student’s \$80 from Ferguson.

## ***SUBJECT INTERVIEW***

**On June 2 and 6, 2022, an interview of Former Campus Security Aide George Ferguson was conducted on the phone in West Palm Beach, FL. The following represents actual and paraphrased statements made by “Ferguson” as it relates to the Allegation 1:**

On June 2, 2022, Ferguson contacted the OIG via phone. Ferguson said he did work at FHCHS. Ferguson remembered accepting \$80 from the student through a mobile cash app. Ferguson said that after the transaction, he immediately paid the \$80 to coach Nani. Coach Nani provided the \$80 to the school. *(Investigator’s Note: On June 6, 2022, the OIG contacted Nani via email and phone. Nani said he did not receive the students \$80 from Ferguson.)* Ferguson refused to meet with the OIG to conduct an in person meeting.

On June 6, 2022, OIG contacted Ferguson via phone. Ferguson said he would arrange to refund the student's \$80 if permitted. Again, Ferguson said he is busy and could not meet with the OIG.

## **RECORDS ANALYSIS**

**Exhibit 1: 09-03-21, Mobile Cash App Payment from the Student's mother to a telephone number identified as belonging to G. Ferguson**

**Exhibit 2: Student October 14, 2021 written statement**

**Exhibit 3: School Police Report #21-00002782, Suspicious Incident**

On April 11, 2022, OIG staff reviewed the above-listed documents provided by witnesses. The review disclosed the following:

- On April 11, 2022, the FHCHS Principal Esther Rivera provided the OIG September 3, 2021, mobile "Zelle" cash app screen page demonstrating that the student paid \$80 to Ferguson to park his private vehicle on the campus (**Exhibit 1**).
- On April 11, 2022, Principal Rivera provided the OIG a copy of the student's October 14, 2021, statement obtained by Rivera detailing that the student paid \$80 to Ferguson to park his vehicle on the school campus (**Exhibit 2**).
- FHCHS School Police Report #21-00002782, Suspicious Incident, prepared by Officer Jose Martinez-Perez, details the student's complaint that he paid Ferguson \$80.00 to park his vehicle on the FHCHS campus (**Exhibit 3**).

## **CONCLUSION**

It is alleged that former FHCHS Campus Security Aide George Ferguson violated School Board Policy 3.02(4)(g),(5)(a)(iv),(d)(v),(e)(vi)(vii) Code of Ethics, and 5.184 (4)(a),(5)(a) Use and Parking of Private Motor Vehicles on School Property by High School Students. In that, Ferguson privately charged students to park their personally owned vehicle on school campus grounds.

At FHCHS, the student paid former campus security aide Ferguson \$80 through a Zelle mobile cash app with the name "Hill Fore" created by Ferguson to park his vehicle on the school campus. On Thursday, October 14, 2021, Ferguson resigned from the School District due to personal concerns. After Ferguson left the District, an FHCHS staff member told the student that he could not park his vehicle on the school campus because there was no school parking decal attached to his car. On the same day, the student reported to Principal Rivera that he paid \$80 to Ferguson through a Zelle mobile cash app to park his vehicle on the school campus. On October 14, 2021, Principal Rivera reported the incident to Area Superintendent Karen Whetsell and the Employee Labor Relations (ELR) Manager Jose Fred. OIG contacted Mr. Fred on April 5, 2022, and Mr. Fred said the

incident was referred to the School Police in October 2021. On October 21, 2021, FHCHS on-campus School Police Officer Jose Martinez-Perez investigated and prepared police report #21-00002782. Principal Rivera subsequently authorized the student to park his vehicle on campus.

School Police Officer Martinez-Perez, Assistant Principal John Provenzano, and Physical Education (PE) Dean of Students Ryan Nani said no additional student victims reported that Ferguson solicited funds to park their vehicles as of today.

Based on the documentation reviewed and testimony obtained, OIG staff determined there was sufficient evidence to prove that former Campus Security Aide George Ferguson privately charged students to park their personally owned vehicles on school campus grounds; thus, the allegation was **Substantiated**.

## ALLEGATION 2

It is alleged that, Principal Rivera invited family and friends instead of school staff to chaperone chorus students that participated in the December 14-17, 2021, field trip to New York City. It is further alleged that Principal Rivera improperly used school funds donated by First Serve to pay for her daughter's flight despite her daughter not being a student at FHCHS or authorized by First Serve to act as a historian.

*Per School Board Policy 2.40 (3)(a)(c)(d),(4)(b),(6)*

### 3. *Approval of Field Trips*

- a. *PBSD 1894, the Field Trip/Activity Planning Report and Approval Request must be completed and approved for each field trip. No money is to be raised, plans for the trip made, or contracts signed until proper approval has been received. All field trips shall be recorded on the school's calendar with the required documents on file at the site.*
- c. *Out-of-county field trips – Groups planning a trip that will take the group beyond the boundaries of Palm Beach County must obtain approval of the principal and the area superintendent or designee.*
- d. *Out-of-state field trips – Groups planning a trip that will take the group beyond the boundaries of Florida must obtain approval of the principal, the area superintendent or designee, Chief Academic Officer, Chief Operating Officer or Chief of Staff.”*

*Per School Board Policy 3.02(4)(a)(g),(5)(a)(vii)*

### 4. *Accountability and Compliance*

- a. *To provide the best example possible; striving to demonstrate excellence, integrity and responsibility in the workplace.*
  - g. *Each employee agrees and pledges to avoid conflicts of interest or any appearance of impropriety.*
5. *Ethical Standards*
- a. *Abuse of students - We are committed to ensuring that employee-student relationships are positive, professional and non-exploitative. We will not tolerate employee-student relationships. Each employee should always maintain a professional relationship with students, both in and outside the classroom. Unethical conduct includes but is not limited to:*
  - vii. *Engaging in misconduct which affects the health, safety and welfare of a student(s)."*

## COMPLAINT

On March 23, 2022, the Office of the Inspector General received anonymous information via hotline disclosing an allegation that, Principal Rivera invited family and friends instead of school staff to chaperone chorus students that participated in the December 14-17, 2021, field trip to New York City. Based on information obtained during this investigation, it is further alleged that Principal Rivera improperly used school funds to pay for her daughter's travel despite her daughter not being a student at FHCHS or authorized by First Serve to act as a historian.

## WITNESS INTERVIEWS

**On April 11, 2022, a sworn recorded interview of Confidential Executive Principal Secretary Susan Segura was conducted at FHCHS in West Palm Beach, FL. The following represents actual and paraphrased statements made by "Segura" as it relates to the Allegation 2:**

Segura said she was selected by Fredrick and approved by Principal Riviera to chaperone the students that attended the December 14 thru 17, 2021, field trip to New York City. Segura's son Brian Bentancourt, helped chaperone the field trip because the field trip required another male chaperone. No FHCHS teachers chaperoned due to final exam testing. Segura provided the OIG FHCHS end of the 2<sup>nd</sup> nine weeks testing schedule. The 1<sup>st</sup> semester exams occurred on December 17, 2021 through December 21, 2021.

Segura said she did not select her son to chaperone the students. Principal Riviera recommended her son to Fredrick and Fredrick chose her son. Segura said her son was previously registered through the District VIPS system when he was a student at John I. Leonard High School. Her son is now 26 years old. She said her son was screened

through the VIPS system at FHCHS before attending the field trip to New York City.<sup>7</sup> Segura said her son volunteered to chaperone the students and had previously participated at other school events.

**On April 12, 2022, a sworn recorded interview of Choral Director Sterling Frederick was conducted at FHCHS in West Palm Beach, FL. The following represents actual and paraphrased statements made by “Frederick” as it relates to the Allegation 2:**

Frederick said that there were four chaperones including himself: Principal Esther Rivera, Confidential Executive Secretary Susana Segura, and Segura’s son Brian Bentancourt. The chaperones were not members of his family. The organization “First Serve” donated \$25,000 to cover lodging and travel expenses for the 16-chorus students and the four adult chaperones. Frederick said the chaperones were not members of his family. The organization “First Serve ” donated \$25,000.00 to cover lodging and travel expenses for 16-students and 4-chaperones. All students that attended paid \$150 to cover their meal costs. Principal Rivera invited her daughter to attend the field trip. Rivera paid \$150 to cover her daughter’s meals, however .

Principal Rivera’s teenage daughter is not an FHCHS student, but did attend the field trip. Rivera paid for her daughter’s meals.

**On July 21, 2022, a sworn recorded interview of Instructional Superintendent Karen Whetsell was conducted at the Inspector General’s Office in West Palm Beach, FL. The following represents actual and paraphrased statements made by “Whetsell” as it relates to the Allegation 2:**

Whetsell said she was aware of the Forest Hill Community High School (FHCHS) field trip to New York City (NYC). Whetsell’s understanding about the field trip was that Choral Teacher Sterling Frederick managed to secure a grant or donor to pay travel expenses for students to travel to New York City to open for the Rockettes on a night during their Christmas performance. Whetsell said she understood little about how the Choral Director obtained the funds (donor or grant) for students to attend the December 14-17, 2021, NYC field trip.

For out-of-state field trips staff completes required District forms before receiving permission. Specific information must be provided about where they are going, why, and how many students/chaperones would attend. Frederick was responsible for selecting the chaperones and putting together the initial field trip paperwork. Frederick forwarded the field trip paperwork to Principal Rivera. Principal Riviera reviewed the paperwork submitted by Frederick. After Riviera reviewed the paperwork, it was forwarded to the Regional Office. The Regional Office’s Head Secretary reviewed the field trip paperwork. After the secretary reviewed everything and found it in perfect order, the field trip packet was forwarded to Whetsell. Whetsell looked at the number of chaperones, students, where they are going, and the purpose. The packet is then forwarded to Mr. Edward

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<sup>7</sup> District’s Raptor/Volunteers in Public Schools (VIPS) Software



Tierney (Deputy Superintendent/Chief of Schools), who is the final sign-off for the out-of-state field trips (**Exhibit 4**).

The chaperones were Mr. Frederick, Principal Riviera, and Principal Secretary Ms. Segura; she believes one other person was listed as a volunteer. The OIG advised Whetsell that the volunteer was Brian Bentancourt, Ms. Segura's son. Whetsell did not know Segura's son personally, but may have been aware that he was Segura's son at the time of her review of the field trip packet. Whetsell said she approved the District employees' (Frederick, Riviera, Segura) Temporary Duty Elsewhere (TDE) to attend the field trip. She also signed the paperwork that listed volunteer Brian Bentancourt. There is no official TDE form for the volunteer.

Whetsell's understanding of selecting chaperones for field trips varies from school-to-school. Whetsell's review ensures there is at least a 1-to-10 ratio (1 supervisor to 10 students). The New York City Field Trip was a 1-to-5 ratio (1 supervisor to 5 students) which is not a bad ratio when traveling to New York City during the Christmas season. Two female supervisors and two male supervisors. The initial field trip request may have listed 22- students.

Whetsell said she was not initially aware that Principal Riviera's daughter was listed to attend the field trip. The Principal's daughter attended FHCHS her first year and attended Park Vista her sophomore year. She became aware of the Principal's daughter much later after the field trip because of questions raised about the field trip. Whetsell said she did approve the Principal's daughter to attend the field trip, and that occurred because there is a form that lists all of the students and chaperones that are attending the field trip. Whetsell said she signed the form and sent it forward. Whetsell said she never goes through field trip packets to crosscheck students to match a roster; the schools turn in a list of students and chaperones. Whetsell signed the forms and moved forward.

Whetsell recalls discussing the timeframe of the trip with the Principal and that either it was on or near final exam time, and that students going on the trip would possibly need to have accommodations such as taking the exam prior to the trip or immediately after. Whetsell also discussed that the academics on the campus were not to be impacted which would influence decision making on who would chaperone the trip.

**On July 27, 2022, the OIG contacted the First Serve Organization Chief Operating Officer Jenny Gekas via email. Ms. Gekas responded to the OIG via email on July 29, 2022. Ms. Gekas email response was transcribed and attached as the below statement, as it relates to the Allegation 2:**

**OIG:** Were you aware that Principal Riviera's child was the historian for the First Serve Organization during the field trip to New York City?

**OIG:** Were you aware that Principal Riviera's child did not attend Forest Hill High School at the time of the field trip, the child attended Park Vista Community High School...Were

you aware that your donation to Forest Hill High School sponsored the principal's child travel expenses?

*"Gekas: Yes, our organization sponsored the Forest Hill High School student's trip to NYC as part of their involvement in our program. The money donated was meant to fund Forest Hill Students and their chaperones in their trip to perform at Radio City Music Hall on behalf of First Serve.*

*To directly address the two questions asked, here are the answers:*

- 1. We were not made aware that Principal Riviera's child would be functioning as a Historian, Photographer, or in any capacity for the First Serve organization during this trip. This student has no affiliation with the First Serve Program on a professional level.*
- 2. Furthermore, we were not aware that Principal's Riviera's child did not attend Forest Hill High School at the time of the field trip, nor that our donation to Forest Hill High School sponsored the child's travel expenses.*

*Please let me know if this helps, and if you need anything additional from our end.*

*Best, [sic]" (Exhibit 5)*

## **SUBJECT INTERVIEW**

**On April 11, 2022, a sworn recorded interview of Principal Esther Rivera was conducted at FHCHS in West Palm Beach, FL. The following represents actual and paraphrased statements made by "Rivera" as it relates to the Allegation 2:**

Rivera said her teenage daughter, a former FHCHS student in the 2021 school year, attended the FHCHS New York City field trip. Her daughter is currently enrolled at Park Vista Community High School. Rivera said she paid for her daughter's meals. The First Serve Organization donated \$25,000 to the FHCHS Choral program to cover the student's travel and lodging expenses and paid for her daughter's travel expenses. Rivera said her daughter has been the Historian for the First Serve Organization since the 2021 school year and was responsible for photographs and video chorus performances.

***Investigators Note: Ms. Rivera's statement regarding her daughter being the Historian for the First Serve Organization<sup>8</sup> is contradicted by the Chief Operating Officer of First Serve. The OIG contacted the First Serve Organization Chief Operating Officer Jenny Gekas via email on July 27, 2022, to inquire if the Principal's daughter was the Historian for the First Serve Organization. Ms. Gekas responded via email on July 29, 2022, that the Principal's daughter was not the Historian and has no affiliation with the First Serve Organization, (Exhibit 7).***

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<sup>8</sup> Rivera provided this information in follow-up email on April 18, 2022 (Exhibit 6).

Four chaperones accompanied the students to New York City; herself, Choral Director Sterling Frederick, Confidential Principal Secretary Susan Segura, and Segura's son Brian Bentancourt.

Frederick was responsible for selecting the chaperones. Rivera noted that a second male was needed so she recommended Betancourt to Fredrick. Fredrick met with Betancourt and introduced him to the choral students. Fredrick chose Betancourt as a chaperone after he met him and saw Betancourt interact with the students. Frederick chose Segura to attend the field trip because she had offered to assist him previously by transporting students using her vehicle. Segura never actually transported students because Fredrick and Rivera were able to accommodate all the student's that needed transportation in their vehicles. Segura was ready to assist, but ultimately was not needed to drive students.

Frederick submitted an itinerary field trip plan to Rivera's office for review/approval. Rivera Whetsell and Edward Tierney approved the itinerary. When Frederick submitted the chaperone list to her and Whetsell, there was a need for a male chaperone. Whetsell did not want Rivera to solicit FHCHS staff because the choral event occurred during final exam testing. She asked Whetsell if it was permissible for Segura's son to chaperone, and Whetsell approved.

Rivera said the chaperones that attended the field trip were not members of her family or close friends.

## **RECORDS ANALYSIS**

**Exhibit 4: PBCSD 1894, Field Trip/Activity Planning Report Form**

**Exhibit 5: COO Jenny Gekas July 29, 2022, email Reply**

**Exhibit 6: FHCHS VIPS/Volunteer Registration "Brian Bentancourt"**

**Exhibit 7: Riviera 04-18-22, email reply**

**Exhibit 8: Rivera 09-07-22, 20-Day Reply**

On April 11, 2022, OIG staff reviewed the above-listed documents provided by witnesses. The review disclosed the following:

- The PBCSD 1894 Field Trip/Activity Planning Report and Approval Request form shows that Choral Director Sterling Frederick submitted the December 14-17, 2021, field trip request to Principal Rivera, Area Superintendent Karen Whetsell, and Chief Academic Officer Edward Tierney. All leadership staff approved the field trip request (**Exhibit 4**).
- Chief Operating Officer Jenny Gekas July 29, 2022, email response shows that the First Serve Organization was not aware that Principal Riviera's daughter was not a FHCHS student or that she attended the December 14-17, 2021, choral field trip to New York City. In addition, that the daughter was not affiliated with the Organization in any capacity. (**Exhibit 5**).

- The FHCHS VIPS spreadsheet shows that Confidential Executive Principal Secretary Susana Segura's son, Brian Bentancourt registered on October 14, 2021, before the scheduled chorus December 14-17, 2021, field trip to New York City (**Exhibit 6**).

## CONCLUSION

Principal Esther Riviera invited her daughter to the December 14-17, 2021, choral field trip to New York City. The principal's daughter was not a student at FHCHS. Rivera's daughter was a student at Park Vista Community High School. Principal Riviera said her daughter was the historian for the First Serve Organization, responsible for chronicling events during the New York City choral field trip. On July 27, 2022, the OIG contacted the First Serve Organization Chief Operation Officer Jenny Gekas to inquire if their organization knew that the daughter was not an FHCHS student and to determine if they sponsored the daughter's travel to New York City.

On July 29, 2022, Ms. Gekas stated that the First Serve Organization was not aware that Rivera's daughter was not an FHCHS student nor were they aware that they sponsored the daughter's flight to New York City. Ms. Gekas said Rivera's daughter was not the Historian for First Serve and was not affiliated with the First Serve Organization in any way (**Exhibit 7**).

The OIG contacted Principal Riviera via email with additional questions related to First Serve's response (**Exhibit 4**). Principal Riviera responded " I am in the process of hiring an attorney and my attorney will contact you shortly."

Segura's said she and her son, Brian Bentancourt, were selected by Fredrick and approved by the Principal because they needed a male chaperone. Bentancourt was registered through the FHCHS volunteer programs. Bentancourt met and interacted with the chorus students prior to being selected by Fredrick and approved by Rivera to chaperone the trip. Segura's son was her only family member that attended the New York City field trip. Deputy Superintendent Ed Tierney, Area Superintendent Karen Whetsell, Principal Esther Riviera, and Choral Director Frederick Sterling approved the chaperones to accompany the students during the field trip.

Teachers from FCCHS were not asked to chaperone the trip to New York City because of end-of-term final exam testing. Principal Riviera and Area Superintendent Whetsell decided to have all teachers remain at the school to facilitate the final exam testing for students. Whetsell said she discussed the timeframe of the field trip with the Principal. The trip was near final exam time. Academics on the campus were not to be impacted, which influenced who would chaperone the trip.

Based on the documentation reviewed and testimony obtained, OIG staff determined there was insufficient evidence to prove Principal Esther Riviera invited family and friends to chaperone chorus students that participated in the December 14 thru 17, 2021, field trip to New York City; thus, the Allegation was **Unsubstantiated**. While Rivera's daughter

was not a chaperone, Rivera invited her daughter and used school funds donated by First Serve to pay for her daughter's flight to New York City. Therefore, the allegation that Rivera used school funds to pay for her daughter's flight to New York City is **Substantiated**.

## **ADDITIONAL INFORMATION**

The anonymous complaint contained two additional allegations that were addressed by the OIG. The additional allegations are as follow:

1. Principal Esther Rivera allowed Ferguson to "quietly resign" when the issue was first reported because Rivera "had a close personal relationship" with Ferguson.

**OIG Findings:** Rivera testified that her relationship with Ferguson was strictly professional and denied any type of close personal relationship with Ferguson. Rivera also testified that she learned of Ferguson's resignation when she reviewed his resignation letter where he cited family and personal reason for his resignation. She never met or discussed his resignation with Ferguson. The OIG found no evidence of Rivera allowing Ferguson to quietly resign due to a close personal relationship.

2. The chaperones did not perform their duties and were instead 'shopping, partying' and "one showed up to an event drunk."

**OIG Findings:** Rivera, Segura, and Fredrick denied that any chaperone was drinking or drunk during the trip to New York City. The OIG interviewed five randomly selected students regarding this issue. All five students testified that they never saw any of the chaperones drinking alcohol. However, some students stated that they noticed the chaperones seem "sad", "happy", "jittery" or "slurry", which they opined might mean they had consumed alcohol. The OIG found no actionable testimonial or other evidence that the chaperones drank alcohol or were drunk during the field trip to New York City.

*The evidentiary standard used by the School District of Palm Beach County OIG in determining whether the facts and claims asserted in the complaint were proven or disproven is based upon the preponderance of the evidence. Preponderance of the evidence is contrasted with "beyond a reasonable doubt," which is the more severe test required to convict a criminal and "clear and convincing evidence," a standard describing proof of a matter established to be substantially more likely than not to be true. OIG investigative findings classified as "substantiated" means there was sufficient evidence to justify a reasonable conclusion that the actions occurred and there was a violation of law, policy, rule, or contract to support the allegation. Investigative findings classified as "unfounded" means sufficient evidence to justify a reasonable conclusion that the actions did not occur and there was no violation of law, policy, rule, or contract to substantiate the allegation. Investigative findings classified as "unsubstantiated" means there was insufficient evidence to justify a reasonable conclusion that the actions did or did not occur and a violation of law, policy, rule, or contract to support the allegation could not be proven or disproven.*

**ATTESTATION**

I, the undersigned, do hereby swear, under penalty of perjury, to the best of my personal knowledge, information, and belief, the contents of this report are true and accurate; and I have not knowingly or willfully deprived or allowed another to deprive, the subject of the investigation of any rights contained in Sections 112.532 and 112.533, Florida Statutes. This investigation was conducted pursuant to School District Policy 1.092, Inspector General, and in accordance with applicable Principles and Standards for Offices of Inspector General as published by the Association of Inspectors General.

  
Robert Sheppard, Senior Investigator-II


**STATE OF FLORIDA  
COUNTY OF PALM BEACH**

Sworn to (or affirmed) and subscribed before me this 14 day of September, 2022, by Robert Sheppard, Senior Investigator for the School District of Palm Beach County, Office of Inspector General, who is personally known by me.

  
\_\_\_\_\_  
Signature of Notary Public  
 Notary Public or  Law Enforcement Officer



This investigation was conducted by Senior Investigator Robert Sheppard, supervised by Director of Investigations Oscar Restrepo and approved by Inspector General Teresa Michael. The investigation was conducted in accordance with guidance from the Association of Inspectors General handbook and within standards as prescribed by Commission for Florida Law Enforcement Accreditation.

Reviewed by:  Date: 9/14/22  
Oscar Restrepo, Director of Investigations

Approved by:  Date: 9/10/22  
Teresa Michael, Inspector General

**EXHIBIT LIST**

09-03-21, Mobile Cash App Payment from the Student to G. Ferguson .... Exhibit 1  
 Student October 14, 2021, written statement ..... Exhibit 2  
 School Police Report #21-00002782, Suspicious Incident ..... Exhibit 3  
 PBCSD 1894, Field Trip/Activity Planning Report Form ..... Exhibit 4  
 J. Gekas July 29, 2022, email reply ..... Exhibit 5  
 FHCHS VIPS/Volunteer Registration "Brian Bentancourt" ..... Exhibit 6  
 Riviera's 04-18-22, email reply ..... Exhibit 7  
 Rivera's 09-07-22, 20-Day Reply ..... Exhibit 8

**DISTRIBUTION LIST**

**Action Official Distribution:**

None

**Information Distribution:**

- Palm Beach County School Board Members
- Michael Burke, Superintendent
- Shawntoyia Bernard, Esq., General Counsel
- Audit Committee Members
- Randy Law, Director of Audit
- Robert Bliss, Officer Compliance & Quality Assurance
- OIG File

Exhibit 1

September 3, 2021, Mobile Cash App Payment  
from

Student's Mother

To a Telephone Number identified as belonging  
to

George Ferguson



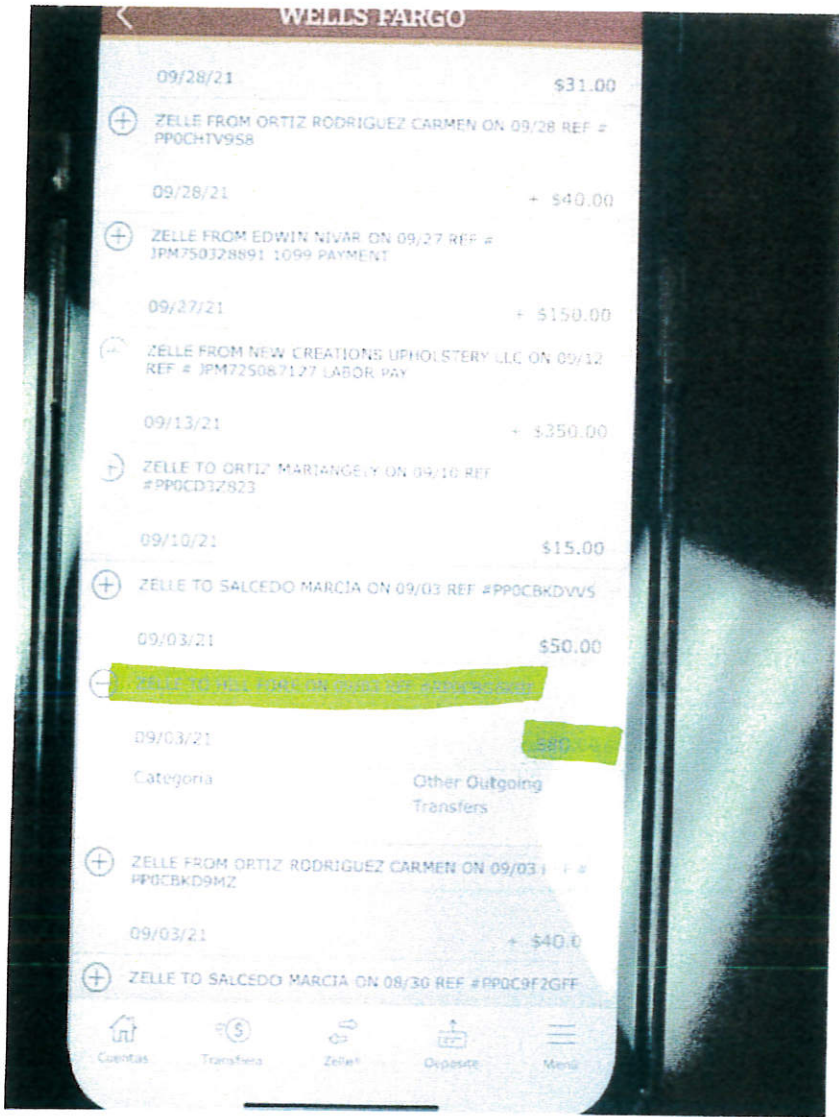
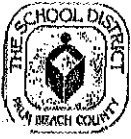


Exhibit 2

**REDACTED**

Student October 14, 2021

Written Statement



THE SCHOOL DISTRICT OF PALM BEACH COUNTY  
DEPARTMENT OF EXCEPTIONAL STUDENT EDUCATION

### Conference/Staffing Record

School staff completes this form and sends to the meeting facilitator.

|              |             |             |   |
|--------------|-------------|-------------|---|
| Student ID # | First Name  | MI          | Last Name                                   |
| Birth Date   | Gender<br>M | Grade<br>12 | School<br>Forest Hill Community High School |
|              |             |             | Meeting Date<br>10/14/21                    |

Purpose of Meeting

Concern over parking pass (student)

Participants (initial next to name on printed copy)  
Name and Title

Name and Title

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Esther Pinner (Principal)

Discussion (continued on pages 2 and 3 if necessary)

Student came to my office visibly upset. I asked the student what was wrong and he stated that he wasn't allowed to park in the designated student parking lot. Student shared that he had "cash-apped" \$80 to Coach Ferguson for a spot. I asked student to show me proof of the transaction. He stated that his mother was the owner of the bank account. I asked him to speak to his mother and get me a "screen shot" of the transaction. Student later returned to my office and showed me a screen shot of the transaction to Forest Hill. The phone number on the receipt matched Coach Ferguson's cell phone #. I asked student to write a statement. I informed student that I would be reporting

Conclusion/Recommendations

- 1) report to School Police + professional standards
- 2) Provide student with a parking pass

Conference/Staffing Record (Continued)

|            |    |           |                          |
|------------|----|-----------|--------------------------|
| First Name | MI | Last Name | Meeting Date<br>RS/14/21 |
|------------|----|-----------|--------------------------|

Session (continued from page 1)

this concern to the school resource officer and the student would be contacted soon. I shared the statement to Officer Perez. I also received a "resignation request" from Coach Ferguson a short time later. I contacted Joe Fred from professional standards and he informed me that since employee resigned, it was a "police matter." I called my instructional supervisor Mrs. Whetzel and informed her of the situation. She stated to ensure School Police was contacted.

- School Police contacted student and created a police report.

\* Prepare Report on 4/13/2022

Exhibit 3

REDACTED

School Police Report

#21-00002782, Suspicious Incident



REPORTING OFFICER NARRATIVE

Palm Beach School District

|        |                     |   |
|--------|---------------------|---|
| Victim | Offense             | OPA<br>2100002782<br>Date / Time Reported<br>Thu 10/21/2021 08:53 |
|        | SUSPICIOUS INCIDENT |   |

On Thursday 10/21/2021, while working at my assigned school of Forest Hill HS. I was informed by school Principal Esther Rivera that one of her Employees by the name of George Ferguson (para/ campus security) was selling parking spots to students when he was not allowed to.

Upon making contact with the principal, she stated that a student by the name of (student ID stated that he had Zelled (online money transfer application on phone) to Ferguson for the opportunity to have a parking spot for Forest Hill HS. This was found out when they were doing parking permit checks and he did not have one on his vehicle.

At this time this report is being classified as a suspicious incident and will be inactive until more students come forth

I then spoke to student and he stated the following: the whole first month of August, I was parking in the neighborhood next to the school but ended up getting a ticket for parking. At the beginning of September, I came to the school to get a parking permit but Ferguson told me to Zelle him \$80 and he will let me park in the school parking.

The School administration was going to speak to Ferguson in reference to the incident but Ferguson resigned his position prior to being investigated and no longer works for the school district.

At this time, I have no other evidence pertaining to this investigation.  
This ends my involvement in this incident.

Incident Report Additional Name List

Palm Beach School District

OCA: 2100002782

Additional Name List

| Name Code/# | Name (Last, First, Middle) | Victim of Crime # | DOB           | Age | Race | Sex |
|-------------|----------------------------|-------------------|---------------|-----|------|-----|
| 1) IO 2     |                            |                   |               | 17  | W    | M   |
|             | Address                    |                   | H: - -        |     |      |     |
|             | Emp/Addr                   |                   | D: - -        |     |      |     |
|             |                            |                   | Mobile #: - - |     |      |     |



Exhibit 4

**REDACTED**

PBCSD 1894, Field Trip/Activity  
Planning Report Form



THE SCHOOL DISTRICT OF PALM BEACH COUNTY  
DEPARTMENT OF ACCOUNTING SERVICES

## Field Trip/Activity Planning Report and Approval Request

Field Trip Type

Out-of-State

Fiscal Year

2021-2022

Complete this request to receive approval for a field trip or school activity. Review School Board policies

|   |   |                         |                                  |                           |
|---|---|-------------------------|----------------------------------|---------------------------|
| School #<br>0581  | School<br>FOREST HILL COMMUNITY HIGH SCHOOL | Grade Level<br>9TH-12TH | Trip Sponsor<br>MR. S. FREDERICK | Phone / PX<br>52404       |
| Activity or Field Trip<br>DIMENSION 20 PERFORMANCE AT 2021 ROCKETTES CHRISTMAS SPECTACULAR SHOW   |   |                         |                                  |                           |
| City<br>NEW YORK  |   | State<br>NEW YORK       |                                  | Country<br>UNITED STATES  |
| Purpose of Activity or Trip<br>PERFORMANCE AT RADIO CITY MUSIC HALL   |   |                         |                                  |                           |
| Start Date<br>12/14/2021  | Time<br>7:00 am                             | End Date<br>12/18/2021  | Time<br>1:00 am                  | Request Date<br>8/23/2021 |
| Club or Group<br>CHORUS DEPARTMENT  |   |                         |                                  |                           |
| Description of Activity or Trip<br>THE DIMENSION 20 CHORUS HAS BEEN SELECTED AS ONE OF THE OPENING ACTS FOR THE RENOWN ROCKETTES CHRISTMAS SPECTACULAR SHOW AT RADIO CITY MUSIC HALL IN NEW YORK CITY. THIS IS AN EXTREMELY PRESTIGIOUS EVENT THAT IS INVITATION ONLY. WHILE IN NEW YORK WE WOULD PERFORM ON THE WORLD-FAMOUS RADIO CITY STAGE. THE REMAINDER OF THE TIME WOULD BE SPENT TOURING NEW YORK AND EXPERIENCING THE HISTORY AND CULTURE OF THE CITY.<br><br>Dimension 20 Trip Chaperones |   |                         |                                  |                           |

For out-of-county trips, if trip cancellation / interruption insurance is available, SDPBC recommends that this insurance be purchased.

### Estimated Costs and Funding Source

| Admission/<br>Registration | Transportation | Meals | Lodging | Enrichment<br>Activity | Other Fees | Total Est.<br>Costs | Funding<br>Source |
|----------------------------|----------------|-------|---------|------------------------|------------|---------------------|-------------------|
| \$4,000                    | \$8,000        | \$0   | \$8,000 | \$2,000                | \$0        | \$22,000            | Internal Accounts |

### Estimated Participants

|                          | Female | Male | Total |
|--------------------------|--------|------|-------|
| # Chaperones             | 2      | 2    | 4     |
| # Students Participating | 12     | 10   | 22    |

### Estimated Number of Staff

| Custodians                   | School<br>Police | Substitute<br>Teachers |
|------------------------------|------------------|------------------------|
| 0                            | 0                | 1                      |
| Other Staff (specify)<br>N/A |                  |                        |

### Transportation and Number of Vehicles Required

| Buses | Cars, Vans | Other |
|-------|------------|-------|
| 1     | 0          | PLANE |

If the following items are required, describe the items and indicate who will provide them.

|              |     |
|--------------|-----|
| Equipment    | N/A |
| Clean-up     | N/A |
| Meals/snacks | N/A |

|   |                  |
|---|------------------|
| Activity or Field Trip<br>IN 20 PERFORMANCE AT 2021 ROCKETTES CHRISTMAS SPECTACUL | School #<br>0581 |
|---|------------------|

**Itinerary**

Provide a complete detailed itinerary including times and location. Use approximate time if unsure of exact time. List all probable stops including meals. For example, "At 8:00 A.M. bus leaves school parking lot; two hour travel time on bus, no stops; 10:00 A.M. bus arrives Disney World." Approval will be based upon this sequential schedule. There can be no additional stops added without prior approval unless an emergency occurs. Parents must be aware of this schedule when their permission is obtained. Attach additional pages if needed.

| Date       | Time     | Activity  |
|------------|----------|---|
| 12/14/2021 | 7:00 am  | ARRIVAL AT PALM BEACH INTERNATIONAL AIRPORT             |
| 12/14/2021 | 1:30 pm  | ARRIVAL AT THE ROW HOTEL (700 8TH AVE NEW YORK 10036)   |
| 12/14/2021 | 2:30 pm  | TIME SQUARE FOR LUNCH /DINNER                           |
| 12/14/2021 | 4:30 pm  | GET READY FOR THE BIG SHOW                              |
| 12/14/2021 | 6:00 pm  | RADIO CITY FOR WARM-UPS                                 |
| 12/14/2021 | 8:00 pm  | PERFORMANCE/WATCH THE ROCKETTES/AFTER SHOW DINNER/HOTEL |
| 12/15/2021 | 10:00 am | BREAKFAST   |
| 12/15/2021 | 10:00 am | BREAKFAST   |
| 12/15/2021 | 1:00 pm  | ICE SKATING ROCKERFELLER CENTER                         |
| 12/15/2021 | 3:00 pm  | LUNCH/CENTRAL PARK                                      |
| 12/15/2021 | 7:00 pm  | DINNER  |
| 12/15/2021 | 9:00 pm  | EMPIRE STATE BUILDING                                   |
| 12/16/2021 | 10:00 pm | HOTEL   |
| 12/16/2021 | 10:00 am | BREAKFAST   |
| 12/16/2021 | 1:00 pm  | MADISON SQUARE GARDENS/LUNCH                            |
| 12/16/2021 | 3:30 pm  | GET READY FOR LION KING                                 |
| 12/16/2021 | 5:00 pm  | DINNER  |
| 12/17/2021 | 7:00 pm  | LION KING/TIME SQUARE/HOTEL                             |
| 12/17/2021 | 9:00 pm  | BREAKFAST   |
| 12/17/2021 | 11:30 am | MADAME TUSSAUDS/LUNCH                                   |
| 12/17/2021 | 1:00 pm  | MEET THE BUS  |
| 12/17/2021 | 3:00 pm  | FLOAT BY LADY LIBERTY/WALL STREET                       |
| 12/17/2021 | 6:00 pm  | DINNER  |
| 12/17/2021 | 8:00 pm  | AIRPORT (LaGuardia)                                     |
| 12/17/2021 | 1:00 am  | HOME  |

Field Trip/Activity Planning  
Report and Approval  
Request continued

Activity or Field Trip  
N 20 PERFORMANCE AT 2021 ROCKETTES CHRISTMAS SPECTACUL

School #  
0581

**Notes**

**Funding**

No penalty of any type will be imposed against the student based upon a failure to pay. No student shall be denied the right to participate for failure to pay. The principal may forgo a planned activity or use of a particular item based upon the collection of insufficient funds to cover the cost of the item or activity.

**Chaperones**

All groups going on field trips are required to have sufficient chaperones to ensure each student's safety and to meet the student's personal health and security needs. All chaperones must have a completed and approved **School Volunteer On-Line Application** on record at the school prior to the event (see the School Volunteer Coordinator). Provide a description of circumstances or times that the students will NOT be supervised by school staff or parents although adult supervisors will be present. (EXAMPLE: *When students are on the rides at Disney World they will be treated and will be subject to the same level of supervision by the Disney World staff as any other visitor.*) If this request is approved provide a list of all chaperones and their telephone numbers to the principal. Chaperones should be advised that they have the authority to direct students to stop any activity the chaperone deems unsafe or unreasonable. If students refuse to discontinue the activity, the chaperone should report the incident to the teacher/administrator immediately.

**Transportation**

Each person transporting the students in a private vehicle must show proof of current automobile liability insurance to the school supervisor and upon request to the parents/guardians of the student traveling in the vehicle. Volunteer drivers are required to carry minimum insurance requirements as specified by Fla. Stat. 627.736. All volunteer drivers must have a completed and approved **School Volunteer On-Line Application** on record at the school prior to the event (see the School Volunteer Coordinator). The school must obtain a copy of each driver's auto insurance card and license before the event.

**Medication/Medical Treatment While Away from School**

Each field trip sponsor/coordinator must contact the school nurse to obtain a copy of **School District of Palm Beach County Field Trip Coordinator's Guide to Medications/Treatments While Away from School** and implement the procedures contained therein. Additionally, each field trip sponsor/coordinator must contact the school nurse to obtain a copy of each student's **PBSD 2649, Medical Disclosure & Acknowledgement of Procedures for Administration of Medication and/or Medical Treatment on Field Trips**, and implement the procedures contained therein.

I have completed the eLearning on field trips.

Yes       No

Sterling Frederick  
8/23/2021, 1:35:56 PM

Esther Rivera  
8/23/2021, 2:51:24 PM

Karen Whetsell  
10/11/2021, 2:46:26 PM

Edward Tierney  
10/21/2021, 11:25:26 AM

Region

[How to attach a PDF](#)

[How to route a form](#)

[Attach a PDF file](#)

[Go](#)

NOTES FOR THIS FORM:

Received from: Kelly Cox Time: Oct 19, 2021, 2:20 PM

Hi Theresa:

Please ignore the attached TDE, they (3) will be coming under separate cover. Thank you. Kelly

Received from: Kelly Cox Time: Oct 19, 2021, 7:05 AM

GM Esther:

Please attach the signed PBSD 2149 to this document along with the hotel/reservation (with cost) and transfer it back to me ASAP for further approval. Also, please send me TDE's (with this approved PBSD 1894 to each one) for Frederick, Burk, Sterling, and Rivera (I am transferring yours back to you). Please call me with any questions.

Thanks, Kelly

Received from: Karen Whetsell Time: Oct 11, 2021, 1:28 PM

please attach plan for what will happen is a student/staff exhibit covid symptoms or tests positive.

Trace for form: Field Trip/Activity Planning Report and Approval Request PBSB 1894

First Name: Sterling Last Name: Frederick

Received from: Sterling Frederick Assigned to: Esther Rivera Action: Route Time: Aug 23, 2021, 1:40 PM

Received from: Esther Rivera Assigned to: Kelly Cox Action: Route Time: Aug 23, 2021, 2:51 PM

Received from: Kelly Cox Assigned to: Karen Whetsell Action: Transfer Time: Aug 23, 2021, 3:49 PM

Received from: Karen Whetsell Assigned to: Esther Rivera Action: Transfer Time: Oct 11, 2021, 1:28 PM

Received from: Esther Rivera Assigned to: Kelly Cox Action: Transfer Time: Oct 11, 2021, 1:31 PM

Received from: Kelly Cox Assigned to: Karen Whetsell Action: Transfer Time: Oct 11, 2021, 1:44 PM

Received from: Karen Whetsell Assigned to: Kelly Cox Action: Route Time: Oct 11, 2021, 2:46 PM

Received from: Kelly Cox Assigned to: Esther Rivera Action: Transfer Time: Oct 19, 2021, 7:05 AM

Received from: Esther Rivera Assigned to: Susana Segura Action: Transfer Time: Oct 19, 2021, 10:04 AM

Received from: Susana Segura Assigned to: Kelly Cox Action: Transfer Time: Oct 19, 2021, 10:11 AM

Received from: Kelly Cox Assigned to: 9052\_DSCOS Action: Transfer Time: Oct 19, 2021, 2:20 PM

Received from: Michelle Fleming (Goncalves) Assigned to: Edward Tierney Action: Transfer Time: Oct 21, 2021, 9:05 AM



**AGREEMENT BETWEEN DoubleTree New York Times Square West AND  
Forest Hill High School**

This letter of agreement ("Agreement") dated Monday, September 27, 2021 ("Agreement Effective Date"), is entered into by and between Forest Hill High School ("Client") and The DoubleTree New York Times Square West ("Hotel") and outlines the understanding of the terms and conditions for this event identified below ("Event").

|                        |   |                       |   |
|------------------------|---|-----------------------|---|
| <b>Group:</b>          | Forest Hill High School   | <b>Sales Contact:</b> | Marion El Awar  |
| <b>Event Name:</b>     | Forest Hill High School   | <b>Hotel:</b>         | DoubleTree by Hilton New York Times Square West   |
| <b>Client Contact:</b> | Sterling Frederick<br>6901 Parker Ave<br>West Palm Beach, FL 33405<br>(516) 541-0971<br>sterling.frederick@palmbeachschools.org |                       | Director of Sales & Marketing<br>350 West 40 <sup>th</sup> St<br>New York, NY 10018<br>(646)-809-1170<br>marion.elawar@hilton.com |

The Hotel agrees to hold the guestrooms and the space outlined in the Agreement on a tentative basis until Monday, October 1, 2021. THE SIGNED AGREEMENT MUST BE RECEIVED BY HOTEL NO LATER THAN Monday, October 1, 2021, IN ORDER FOR THIS AGREEMENT TO BE VALID. After this date, Hotel reserves the right to release the rooms and space for sale to the public. If a request is received more than (24) twenty-four hours in advance of this date by another party, the Hotel will notify the Client and the Client will have (24) twenty-four hours from the time of notification by the Hotel to confirm by signature of this Agreement or release the rooms/space.

**Dates of Event: Tuesday, December 14, 2021 - Friday, December, 17, 2021**

**GUEST ROOM COMMITMENT:** The Hotel agrees that it will provide, and the Client named above agrees that it will be responsible for utilizing 30 room nights in the pattern set forth below:

**ROOM BLOCK & RATES:**

|                      | Tue 12/14/2021 |          | Wed 12/15/2021 |          | Thu 12/16/2021 |          |
|----------------------|----------------|----------|----------------|----------|----------------|----------|
|                      | Rooms          | Rate     | Rooms          | Rate     | Rooms          | Rate     |
| Double Beds Standard | 7              | \$229.00 | 7              | \$229.00 | 7              | \$229.00 |
| King Bed Standard    | 3              | \$209.00 | 3              | \$209.00 | 3              | \$209.00 |

Hotel rates confirmed above are for single/double occupancy. Additional occupants may be subject to an additional charge.

**TAXES and SERVICE CHARGES:** Rates do not include applicable state and local taxes, which are set forth below, and are subject to change.

|               |         |
|---------------|---------|
| Room Tax      | 14.875% |
| Occupancy Tax | \$ 3.60 |

**RESERVATION METHOD:**

**Rooming List:**

Guest room reservations will be made by rooming list that includes a clear listing of names, arrival/departure dates, and types of accommodations desired for each individual. The rooming list must be received no later than Sunday, November, 14, 2021. All reservations made by rooming list will be guaranteed for arrival to the Master Account.

**OUT-OFF DATE:**

The cut-off date for accepting reservations into this room block is 5:00PM local time at Hotel on Monday, November 15, 2021. Reservation requests received after 5:00PM local time at the Hotel on the out-off date will be based on availability and accepted at the prevailing rates. Hotel reserves the right to release for general sale any unused portion of the room block.

The Client agrees that if the Hotel does not receive the rooming list by the date listed above then the Hotel will ask the Client for a room block guarantee. In order for the Hotel to continue to hold the Client's room block the Client must submit this guarantee in writing on or before the established Client out-off date. Once this guarantee has been received by the hotel, Client agrees that the allowable room block usage reductions will be waived by the Client, Client will be responsible for their entire guarantee. If Client's guarantee is lower than the allowable room block provisions, then the Client will be responsible for the contracted room nights after the out-off date.

Rates will be available 3 days prior and 3 days after the event dates indicated in the room block, subject to contracted room type and availability at time of reservations. Exceptions include holiday periods, city wide events, and changes in selling season.

**NON-COMMISSIONABLE:** Room rates quoted are net, non-commissionable and are based on the arrival and departure pattern indicated.

**DEPOSIT PAYMENT SCHEDULE:** Based on Client's estimated Master Account charges, Client agrees to the following advance deposit schedule as approved in writing by Client:

| Transaction Type | Charge Type | Date           | Amount             |
|------------------|-------------|----------------|--------------------|
| Deposit          |             | Due 10/14/2021 | \$2,230            |
| Full payment     |             | Due 11/15/2021 | \$4,460 plus taxes |

Please note that if the initial deposit and Agreement are not received by the date outlined above, Hotel reserves the right to release the accommodations being held.

**BILLING:** Check One Option; If Neither Option is Checked, Rooms will be charged to the Master Account

**OPTION A: Client Pays Room, Tax and Events**



Client shall accept responsibility for room, tax, parking, audio visual, food and beverage functions and all authorized services. These charges will be billed to the Master Account only if credit approval is granted in accordance with the Hotel's credit approval process. Individuals shall be responsible for any charges they incur which are not authorized to be billed to the Master Account. The Client appoints Stefany Amador (Name) to review and approve all charges billed to the Master Account.

**OPTION B: Client Pays All Charges**

The Client will accept responsibility for room, tax, parking, incidentals, and all authorized service charges. These charges will be direct billed to the Master Account only if credit approval is granted in accordance with the Hotel's credit approval process.

**OPTION C: Individual Pays All Charges**

Individuals shall be responsible for their own room, tax, parking, incidental charges, and any other charges not authorized by Client to be billed to the Master Account. All charges incurred are to be paid upon checkout. The Client's Master Account is limited to charges for meeting/function room rental, audio visual, food and beverage functions and other requested services.

**GUARANTEED RESERVATIONS:** All reservations must be accompanied by a first night room deposit or guaranteed with a major credit card or by the Client. Hotel will not hold any reservations unless secured by one of the above methods.

**MASTER ACCOUNT:** Hotel must be notified at least (7) seven days prior to arrival of the authorized signatories and the charges that are to be posted to the Master Accounts. Any cancellation or attrition fees will be billed to the Master Account.

**PAYMENT BY CREDIT CARD OR COMPANY CHECK:** If Client wishes to pay any portion of its obligation by credit card or company check, the credit card information must be provided to the hotel along with credit card authorization information. This process must also be followed if direct billing has not been approved and the Master Account charges will be paid by credit card or company check. Client agrees that the Hotel may charge to this credit card any payment as required under its Client Sales Agreement.

**CHECK-IN/CHECK-OUT PROCEDURE:** Hotel check in time is 3:00pm on the day of arrival and check out time is 12:00pm the day of departure. Please advise us of the estimated time of arrival and departure, daily itineraries, any other pertinent information that will help us plan for a smooth transition with our staff.

**PORTERAGE:** A portorage charge of \$9.00 per person round trip will apply to any applicable client arrival and departure. Portorage will be charged to Client's Master Account and amount is subject to change.

**SURCHARGES; HOTEL FEES; PACKAGE FEES:** There will be a \$25.00 per box, incoming and \$25.00 outgoing handling charge for all boxes processed by the Hotel. No taxes or other mandatory surcharges (including resort fees or package handling fees) are due by Client or its guests or attendees for services covered by this Agreement except as specifically enumerated in this Client Meeting Agreement or otherwise approved by an authorized representative of the Client in writing prior to commencement of the event including in a Banquet Event Order (BEO).

**TOTAL MINIMUM REVENUE:** Total Minimum Revenue represents the total contracted guest rooms plus the minimum food and beverage requirement. For the purpose of this Agreement, the value of this portion is:

|   |                   |
|---|-------------------|
| Minimum Guest Room Revenue (# of room nights in Room Block x contracted Rates): | \$6,600.00        |
| <b>Total</b>  | <b>\$6,600.00</b> |

If Client does not fulfill all of its commitments or cancels this Agreement, Client agrees that Hotel will suffer damages that will be difficult to determine. The "Attrition" and "Cancellation" provisions below provide for liquidated damages agreed upon by the parties as a reasonable estimate of Hotel's losses and do not constitute a penalty of any kind.

**ATTRITION:** Client will meet its minimum revenue requirements under this Agreement if it fulfills its adjusted minimum guest room revenue commitment based on the attrition allowance below.

**Adjusted Contracted Guest Room Revenue: | 80% of \$6,880.00 = \$5,504**

This attrition allowance does not apply if Client cancels the Agreement or does not hold the Event. If Client holds its event, but does not fulfill its adjusted minimum guest room revenue commitment it will pay guest room attrition damages (plus all applicable taxes) as a reasonable estimate of Hotel's losses as follows:

**Guest Room Attrition Damages = Adjusted Minimum Guest Room Revenue minus actual guest room revenue from Room Block**

Client agrees that estimated Guest Room Attrition Damages will be paid at least (14) fourteen days in advance of arrival, even if direct billing has been approved. Client will receive a credit if the final damages vary from the estimated damages.

**CANCELLATION OPTION:** Should there be a cancellation of the entire program; the cancellation policy overrides the attrition allowances in the Agreement. Therefore, the parties agree that in the event of a cancellation of the entire program, actual damages will be difficult to ascertain, and the following describes the computation of the liquidated damages to be applied in the event of cancellation:

The liquidated damages applied due to cancellation will be charged as follows:

| Cancellation Date                        | Cancellation Fee                         |
|--|--|
| From 90 days to 61 days prior to arrival | 0% of total minimum Guest Room Revenue   |
| From 60 days to 31 days prior to arrival | 80% of total minimum Guest Room Revenue  |
| From 30 days to arrival date             | 100% of total minimum Guest Room Revenue |

All Cancellation Fees, plus applicable taxes are due and payable upon receipt of the invoice.

**HOTEL CANCELLATION:** Hotel reserves the right to cancel this Agreement in its entirety for the following reasons:

- A. Hotel determines that, through either fraud or misrepresentation, the nature, purpose or basis for Client's use of the Hotel is other than has been specifically represented to Hotel.
- B. Client's failure to pay in accordance with the terms of this Agreement, its insolvency, the making of a transfer or assignment for the benefit of creditors, whether by fraudulent or legitimate means, or the voluntary or involuntary filing of Bankruptcy.

**FORCE MAJEURE:** The performance of this Agreement by either party is subject to acts of God, government authority, disaster, strikes, civil disorders, or other emergencies, any of which make it illegal or impossible to provide the facilities and/or services for the Event. The performance of such party shall be excused for such reasonable time as may be required to resume performance following cessation of such cause. If unable to resume performance, it is provided that this Agreement may be terminated without liability for any one or more of such reasons by written notice from one party to the other.

**INSURANCE:** The Hotel and Client shall obtain and maintain and provide evidence of insurance upon request of the other Party in amounts sufficient to provide coverage for any liabilities which may reasonably arise out of or result from its obligations pursuant to this Agreement.

**SECURITY:** Hotel cannot ensure the security of items left unattended in function rooms. Special arrangements may be made with Hotel for securing a limited number of valuable items. If Client requires additional security with respect to such items or for any other reason, Client may, in its discretion, utilize its own security personnel or request that Hotel assist in making these arrangements. All security personnel to be utilized during the Meeting are subject to Hotel approval.

**COMPLIANCE WITH LAWS:** Each party shall comply with all applicable federal, state and local employment and other laws, government regulations and orders in connection with this Agreement and the Services, including without limitation those set forth herein and all licensing requirements of the state in which the services are to be provided.

**GUESTS WITH DISABILITIES:** The Hotel shall provide, to the extent required by the Act, such auxiliary aids and/or services as may be reasonably requested by Client, provided that Client gives reasonable advance written notice to the Hotel of such needs. Client 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.

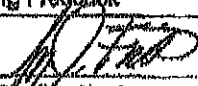
**ENFORCEMENT:** This Agreement shall be effective between the Client and the Hotel. This Agreement shall be construed under the laws of the state in which the Hotel is located, and in the event litigation is required due to any dispute between the parties, the parties agree that all litigation shall be commenced and maintained in the State Courts of Hotel's location. In the event of litigation, whether under this Agreement or for the collection of any sums, arising out of Client's use of the Hotel's facilities under this Agreement, whether for rooms, meal services, or meeting facilities, the prevailing party in such litigation shall be entitled to recover attorney's fees and court costs, including appeal.

**NOTICE:** Any notice required or permitted by the terms of this Agreement must be in writing. Notice must be sent by certified or registered mail, return receipt requested, or by a recognized overnight courier service with provision for a receipt. Notices shall be deemed effective as of the date shown on the receipt.

**WAIVER:** If either party agrees to waive its right to enforce any term of this Agreement, it does not waive its right to enforce any other terms of this agreement.

The undersigned represent that they are authorized to sign and enter into this Agreement.

**ACCEPTED AND AGREED TO:**

|  |                           |
|--|---------------------------|
| Client: Sterling Frederick   | Hotel: Marlon E Awar      |
| Signature:  | Signature:                |
| Print Name: Sterling Frederick   | Print Name: Marlon E Awar |
| Title: Director  | Title: Director of Sales  |
| Date: 10/2/21  | Date:                     |



THE SCHOOL DISTRICT OF PALM BEACH COUNTY

# Field Trip / Activity Roster

The Field Trip Activity Roster (PBSD 2149) may be used to list students and chaperones involved in a field activity. There are 168 lines on this form to list students and chaperones. If more lines are needed, complete a second form. Indicate in number of total names listed on both forms and if more than one form is being submitted.

It is mandatory to complete this roster for Out-of-State, Out-of-Country, or Overseas trips and should be submitted for approval approximately two weeks prior to the departure date. If the field trip is not fully funded at the time the form is submitted for approval, attach a plan for covering the shortfall before the close of the school year. Read directions on page one carefully.

|  |  |   |   |
|--|--|---|---|
| School<br>Forest Hill High School                  | School #<br>0581                               | Trip/Activity Begin Date<br>December 14, 2021 | Trip/Activity End or Return Date<br>December 17, 2021 |
| Activity or Field Trip<br>Performing at Radio City | Teacher/Trip Sponsor<br>Mr. Sterling Frederick |   | Charge Per Person<br>\$150.00                         |

### FINANCIAL SUMMARY OF THE TRIP

Total Trip Cost \_\_\_\_\_ 25,000

Total Payments Received \_\_\_\_\_

Funds Generated from Fundraising, Donations, and Other Revenues. \_\_\_\_\_ 25,000

Funding Status Surplus (Deficit) \_\_\_\_\_


Total number of forms complete for this trip \_\_\_\_\_ 16


Total number of names listed on form(s) \_\_\_\_\_ 21

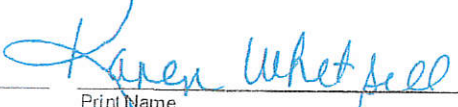
Comments

  
 \_\_\_\_\_  
 Signature of Principal or Designee

10/19/21  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Signature of Instructional/Regional Superintendent  
 (Out of State, Foreign, Overseas) 10.19.21  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Print Name

  
 \_\_\_\_\_  
 Print Name



THE SCHOOL DISTRICT OF PALM BEACH COUNTY  
**Field Trip / Activity Roster**

|    | (A)     | (B)                | (C)                 | (D)   | (E)  | (F)              | (G)               | (H)       | (I)           | (J)    | (K)  | (L)   |
|----|---------|--------------------|---------------------|-------|------|------------------|-------------------|-----------|---------------|--------|--|---|
|    | Student | Employee Chaperone | Volunteer Chaperone | Other | Name | Payment Received | Parent Permission | Attending | Not Attending | Absent | If student is not attending indicate what teacher and room the student will be assigned to during the trip/activity. | If any of the participants are related, list the relationship. If any of the attendees are related to the travel provider, list the relationship. All volunteers must be approved through the VIPS and RAFTOR systems prior to the event. |
| 1  | ✓       |                    |                     |       |      |                  | ✓                 | ✓         |               |        |  |   |
| 2  | ✓       |                    |                     |       |      |                  | ✓                 | ✓         |               |        |  |   |
| 3  | ✓       |                    |                     |       |      |                  | ✓                 | ✓         |               |        |  |   |
| 4  | ✓       |                    |                     |       |      |                  | ✓                 | ✓         |               |        |  |   |
| 5  | ✓       |                    |                     |       |      |                  | ✓                 | ✓         |               |        |  |   |
| 6  | ✓       |                    |                     |       |      |                  | ✓                 | ✓         |               |        |  |   |
| 7  | ✓       |                    |                     |       |      |                  | ✓                 | ✓         |               |        |  |   |
| 8  | ✓       |                    |                     |       |      |                  | ✓                 | ✓         |               |        |  |   |
| 9  | ✓       |                    |                     |       |      |                  | ✓                 | ✓         |               |        |  |   |
| 10 | ✓       |                    |                     |       |      |                  | ✓                 | ✓         |               |        |  |   |
| 11 | ✓       |                    |                     |       |      |                  | ✓                 | ✓         |               |        |  |   |
| 12 | ✓       |                    |                     |       |      |                  | ✓                 | ✓         |               |        |  |   |
| 13 | ✓       |                    |                     |       |      |                  | ✓                 | ✓         |               |        |  |   |
| 14 | ✓       |                    |                     |       |      |                  | ✓                 | ✓         |               |        |  |   |
| 15 | ✓       |                    |                     |       |      |                  | ✓                 | ✓         |               |        |  |   |
| 16 | ✓       |                    |                     |       |      |                  | ✓                 | ✓         |               |        |  |   |
| 17 | ✓       |                    |                     |       |      |                  | ✓                 | ✓         |               |        |  |   |
| 18 |         | ✓                  |                     |       |      |                  |                   |           |               |        |  |   |
| 19 |         | ✓                  |                     |       |      |                  |                   |           |               |        |  |   |
| 20 |         |                    | ✓                   |       |      |                  |                   |           |               |        |  |   |
| 21 |         | ✓                  |                     |       |      |                  |                   |           |               |        |  |   |
| 22 |         |                    |                     |       |      |                  |                   |           |               |        |  |   |
| 23 |         |                    |                     |       |      |                  |                   |           |               |        |  |   |
| 24 |         |                    |                     |       |      |                  |                   |           |               |        |  |   |
| 25 |         |                    |                     |       |      |                  |                   |           |               |        |  |   |
| 26 |         |                    |                     |       |      |                  |                   |           |               |        |  |   |
| 27 |         |                    |                     |       |      |                  |                   |           |               |        |  |   |
| 28 |         |                    |                     |       |      |                  |                   |           |               |        |  |   |

FOREST HILL HIGH SCHOOL  
DIMENSION 20  
NEW YORK TRIP  
SAFETY RULES AND GUIDELINES

Parent meetings

Dates:           September 27  
                  October 4  
                  October 11  
Time:            6 pm  
Location:        Chorus room

Agenda Items:

A. Parent Agreement

1. Parents understand money may not be refunded if the trip is cancelled due to COVID.
2. Parents understand that if their student is unable to travel they will not receive a refund.
3. Parents understand that if their child becomes ill during the trip they will have to pick up their child.
  - a. Students will follow all safety rules and guidelines while in New York City. Mr. Frederick will take student temperatures per day before breakfast. Students will dress appropriately and follow all Palm Beach School District's guidelines for behavior. Students will share hotel rooms. We have planned for only two students per room.
  - b. If a student is ill and needs medical attention, Student and Mr. Frederick will report to the nearest hospital. Mr. Frederick will stay with student at the hospital. Parent will be contacted to report to New York at that time.
  - c. The Principal, Ms. Rivera, will take responsibility for the group/trip in the event that Mr. Frederick must accompany a student if ill.
4. Parent(s) will sign a form that will agree to all safety guidelines, "no refund" policy, and their responsibilities if their student needs medical assistance.

B. COVID Waiver:

C. Venue Guidelines

1. Jet Blue

## **Assumption of Risk, Waiver, Release & Hold Harmless**

### **COVID-19 and Voluntary Extracurricular Activities Summer 2020 and School Year 2020-21**

I desire to participate or allow my child(ren) to participate in one or more voluntary extracurricular activities sponsored by the School Board of Palm Beach County, Florida, and the School District of Palm Beach County, Florida (collectively, "PBCSD"). The novel coronavirus known as COVID-19 has been declared as a worldwide pandemic and is believed to be contagious and spread by person-to-person contact or contact with objects exposed to an infected person. Federal, state, and local agencies recommend social distancing and other measures to prevent the spread of COVID-19.

PBCSD will conduct certain extracurricular activities beginning in the Summer of 2020 and continuing into the 2020-21 school year. These activities, hereinafter known as "Activity," will be conducted with safety protocols appropriate under the circumstances at the time. For the safety of all people involved, participants in the Activity will be required to adhere to all safety protocols and are subject to immediate removal from the Activity if they do not comply. Extracurricular activities are a privilege, and not a right, of public school students.

In an effort to ensure the safety and wellness of our school community, I understand the importance of students being healthy and safe when they participate in the Activity. By signing below, I agree that I will:

- Perform daily temperature checks on my child(ren) to screen for fever before arrival for the Activity. Fever is defined as a temperature over 100.4 F or 38.0 C. If my child(ren) has a fever, I will not permit my child(ren) to participate in the Activity until he/she has been without a fever for at least 72 hours.
- Make a visual inspection of my child(ren) for signs of illness which could include: fever or chills, cough, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, nausea or vomiting, diarrhea, flushed cheeks, rapid breathing or difficulty breathing (without recent physical activity), fatigue, or extreme fussiness. If my child(ren) has exhibited any of these signs or symptoms, I will not permit my child(ren) to participate in the Activity until he/she has been without signs or symptoms for at least 72 hours.
- Confirm that my child(ren) has not been in contact with someone who has either tested positive for COVID-19 in the past 14 days or is waiting for test results. If my child(ren) has been in contact with such a person, I will not permit my child(ren) to participate in the Activity until 14 days have elapsed since the time of contact.

By signing this document below, I acknowledge and affirm all of the statements above. I also voluntarily assume all risks that I and/or my child(ren) may be exposed to or infected by COVID-19 as a result of participation in the Activity, and that such exposure or infection may result in personal injury, illness, sickness, and/or death. I understand that the risk of exposure or infection may result from the actions, omissions, or negligence of myself, my child(ren), PBCSD employees, staff, volunteers, or agents, other Activity participants, or others not listed, and I acknowledge that all such risks are known to me.

I also acknowledge and understand that before being allowed to participate in the Activity, my child may be subjected to non-invasive health screening, including but not limited to the use of an infrared thermometer; my child may, at PBCSD's discretion, be denied participation in the Activity based on the results of the screening.

In consideration of my and my child(ren) being able to participate in the Activity, I, on behalf of myself, as well as anyone entitled to act on my behalf, hereby forever waive, release, and hold the School Board of Palm Beach County, Florida, and its employees and agents harmless from any and all claims, suits, liability, actions, judgments, attorneys' fees, costs, and any expenses of any kind resulting from injuries or damages, grounded in tort or otherwise, that I and/or my child(ren), or my or our representatives, sustain during or related to my child(ren)'s participation or involvement in the Activity.

\_\_\_\_\_  
Signature of Parent/Guardian

\_\_\_\_\_  
Signature of Student

\_\_\_\_\_  
Print name of Parent/Guardian

\_\_\_\_\_  
Print name of Student

\_\_\_\_\_  
Date of signature

\_\_\_\_\_  
Date of signature



**JetBlue Airline Covid Requirements (<https://www.jetblue.com/covid-19-info-hub>)**

- The mask is not an ask.
  - Federal law requires masks to be worn by all travelers 2 years and older at all times throughout the flight including during boarding and deplaning, and in the airport. Any individual who fails to comply with this law may be subject to denied boarding, removal from the aircraft and/or penalties under federal law.
- More on mask requirements.
  - Mask must be worn properly, to cover nose and mouth.
  - Masks with vents or exhalation valves are not permitted.
  - Plastic face shields may be worn in addition to a mask but not in place of one.
  - If conditions on board a flight necessitate, masks should be removed to accommodate the placement and wearing of oxygen masks.
  - Customers with conditions that prevent them from wearing a mask should consider postponing travel.
- JetBlue also restricts the use of the following recreational items and personal protective equipment on all flights:
  - Personal face/body tents or pods
  - Personal air purifiers/refreshers or ozone generators
  - Masks connected to tubing or battery-operated filters
  - Any device that is prohibited by federal regulation or could put others at risk
  - Entry requirements demystified.
- New entry restrictions and requirements have been put in place for travel as a result of the coronavirus pandemic and each destination is different. Travelers should check local mandates and advisories for their destination before travel. Entry upon arrival may be denied for customers who do not comply with requirements. Travel restrictions are updated as we receive information and they are subject to change without notice.

### **Radio City Covid 19 Requirements**

([https://www.msg.com/radio-city-music-hall/faqs?icmp=int-radio-city\\_vip-benefits\\_faqs](https://www.msg.com/radio-city-music-hall/faqs?icmp=int-radio-city_vip-benefits_faqs))

Government mandates for attending indoor events at venues such as Radio City Music Hall, currently state:

#### *All Guests Age 12 And Older*

- **Guests age 12 and older are required to provide proof of COVID-19 vaccination**
- This means you've had at least one dose of a COVID-19 vaccine prior to attending
- Guests may also show proof of full COVID-19 vaccination
- This means the day of your event is at least 14 days after your final vaccine dose, which, depending on the type of vaccine, may be one dose or two
- Fully vaccinated guests are not required to wear a mask. Everyone else will be required to wear a mask while in Radio City Music Hall, except while actively eating or drinking

**As we continue to operate in a fluid environment, government mandates, venue protocols and event requirements are also subject to change, so be sure to check back for the latest information.**

## Lion King Music Covid Requirements (<https://lionking.com/healthandsafety/>)

The following policies apply to patrons visiting theatres owned and/or operated by the Nederlander Organization, Broadway Direct's parent company.

Last updated and effective as of September 1, 2021.

### Safety Guidelines

#### **We're all in this together.**

The magic of Broadway is born out of people gathering, in person and in real time. These guidelines were created with the health and safety of our theatre employees, production staff, cast, and guests always at the forefront. We all must feel safe for Broadway to return as we all want it to: Brighter. Stronger. Better than ever.

#### **Health & Safety Protocols in the Theatre**

**It is essential that employees, production staff, cast, or audience members not enter the theatre if they are unwell.** We will make every accommodation possible in order for both employees and audience members to feel empowered to stay home if they feel unwell.

Broadway is continuing to work with New York State as we plan for our safe and successful return. As public health conditions and the State's guidance for performing arts and live entertainment evolve, we will remain flexible and adapt to applicable health protocols.

Guests who wish to enter any of the theatres owned and/or operated by the Nederlander Organization will be required to follow the policies outlined herein.

#### **VACCINATIONS**

**Vaccinations are required for performances through October 31, 2021. For performances in November 2021 and beyond, we anticipate a review of policies in September, and may include a relaxation of certain provisions or an extension of this policy as the science dictates.** Guests will need to be fully vaccinated with an FDA or WHO authorized vaccine and must show proof of vaccination at their time of entry into the Theatre with their valid ticket.

"Fully vaccinated" means on the day of the performance date as shown on the valid ticket, a guest is:

- at least 14 days after their second dose of an FDA or WHO approved two dose COVID-19 vaccine, or
- at least 14 days after their single dose of an FDA or WHO approved single dose COVID-19 vaccine.

Proof of vaccination must come directly from the healthcare provider that performed the vaccination. Guests may display proof on a smartphone or present a physical copy. New York State residents, or anyone who received a COVID-19 vaccine in New York State, may present proof through the use of the Excelsior Pass (for more details, visit: <https://epass.ny.gov>) or any other digital app.

The only exceptions are:

- guests under the age of 12, who must be accompanied by an adult that meets our venue's vaccination requirements; or
- guests who need reasonable accommodations due to a medical exception or a sincerely held religious belief

**For guests who are not able to be vaccinated for one of the reasons listed above, they must provide proof one of the following instead of evidence of vaccination:**

- - **negative COVID-19 PCR test performed by a medical provider taken within 72 hours of the performance start time. The test results must clearly show the date and time of the test. -OR-**
  - **negative COVID-19 rapid antigen test taken within 6 hours of the performance start time. The test results must clearly show the date and time of the test. This test may be performed by a medical professional or by using an over-the-counter testing kit.**

Together with the proof of vaccination, all guests 18 years or older must also present a government-issued photo ID such as a driver's license or passport. Guests younger than 18 may use a government-issued ID or school ID. Guests under 12 must be accompanied by an adult who meets the above requirements.

**Entry will be denied for guests who do not provide the documentation as required above.**

**At this time, no guests under the age of 4 will be admitted to the theatre.**

### **MASKS**

Masks are required for all guests, regardless of vaccination status. Masks must be worn at all times while visiting the Venue except when eating or drinking in designated areas. All masks must completely cover the nose and mouth and comply with the CDC guidelines for acceptable face coverings.

### HEALTH CERTIFICATION

By virtue of entering the Theatre, guests are acknowledging that all of the statements below are true the day they visit the Theatre. If any of the statements are NOT true, guest should not come to the Venue and instead use the exchange and refund policy to re-schedule or refund their tickets.

- **I have not tested positive for COVID-19 through a diagnostic test in the past ten (10) days.**
- **I am not and have not recently experienced (within the last 48 hours) any new or worsening symptoms of COVID-19**
- **I have not had close contact or proximate contact with any person(s) confirmed with a diagnostic test or suspected based on symptoms, to have Covid-19 within the past ten (10) days.**

### AIR FILTRATION

The theatres have upgraded our HVAC systems to comply with CDC guidelines for hospital grade filtration, including MERV 13 filters, and have increased fresh outdoor air and air exchange to the greatest extent possible.

### CLEANING

After each performance, high touch surfaces in both audience spaces and backstage will be cleaned in accordance with CDC recommendations. Once per day, the theatre will be thoroughly cleaned, and hand sanitizer will be stationed throughout the theatre. Upon entering the Theatre, all patrons will be encouraged to use hand sanitizer (unless medically prohibited) and to go directly to their seat unless they need to use the restroom or wish to purchase concession or merchandise items.

### **Madame Tussauds COVID Requirements**

(<https://www.madametussauds.com/new-york/plan-your-day/information/star-studded-safety/madame-tussauds-new-york-complete-health-safety-covid-19-reopening-plan/>)

#### **REOPENING SUMMARY**

##### **• Attraction**

- Attraction to run on 21% capacity (below state mandate) + five day opening to start which will allow thorough deep cleaning • Ticket purchasing in advance will be encouraged/timed ticketing through <https://www.madametussauds.com/new-york/en/> to prevent queuing outside the attraction
- Close all areas that require “play” and interaction until state allow opening (this includes the 4D theatre, the 7D ride, food and beverage that is not self service, wax hand making, interactive games and kiosks)
- All public seating areas to be moved 6 ft. apart • Monitor/control flow of traffic within the attraction, security present to monitor mask wearing and social distancing
- Plexiglass dividers installed at admissions and customer facing areas
- No touching figures allowed (enforced with new signage)
- Deep clean prior to reopen (Advantage Cleaning) + housekeeping to start at 5am and on site all hours of operations to regular clean throughout the day
- Hand sanitation stations available throughout the museum
- Close all water fountains
- All props removed to reduce contact

##### **• Guests**

- Maintain 6 ft. social distancing with the exception of groups and families
- One group/family taken at a time in elevators, elevators staffed to enforce
- Guests permitted entry into building only if they wear face covers
- Guidebooks available for all guests to purchase to independently walk the museum

## The Row Hotel Covid Requirements (<https://www.rownyc.com/covid-19/>)

### **YOUR WELLBEING IS OUR TOP PRIORITY**

Ensuring a safe, clean and inviting environment is the core of our commitment to providing the highest level of hospitality.

In response to COVID-19, Row NYC hotel in Manhattan has initiated and is maintaining industry-leading and scientifically driven cleanliness standards to safeguard the wellbeing of our guests and colleagues. Our strengthened safety and sanitizing measures incorporate the latest guidance from the world's leading health authorities, including the Centers for Disease Control and Prevention (CDC) and World Health Organization (WHO), and apply to all guest rooms, public and back-of-house areas.

The comprehensive strategies we are employing are rooted in industry experience, based on the latest scientific guidance, and utilize hospital-grade cleaners and best practices designed to prevent the spread of viruses. These strategies will be updated regularly to reflect the most current science and technology available.

At a glance, here is what we are doing to keep you safe and comfortable:

- **Sanitizer Stations Throughout.** Touchless hand sanitizer stations have been placed throughout all public, event and back-of-house areas of the hotel.
- **Personal Protection Equipment Required.** All unvaccinated hotel associates are required to wear face masks. Unvaccinated guests are encouraged to do so as well.
- **Your Room is Your Room.** No hotel personnel will enter your room during your stay without your permission.
- **Training and Education.** We provide regular training to our hotel associates about the latest safety and cleanliness guidance.

We look forward to welcoming you soon. Thank you for your continued trust and loyalty.

Be Well. Stay Well.

### **PROTOCOLS**

Keeping you safe begins with keeping our valued hotel associates safe. Our dedicated COVID-19 task force has developed a multi-pronged approach to health and wellbeing, which stresses cleanliness and hygiene standards and regular education and training as well as enhanced cleanliness and hygiene standards.

Our associates are equipped to handle confirmed or suspected COVID-19 cases among guests and colleagues. They also understand how to identify potential health risks and are committed to working together to strictly follow all safety and cleaning protocols, which are detailed below.

### **Safety Protocols**

- Proper hand washing and other safety protocol trainings will be conducted and maintained. Guests are also encouraged to adhere to regular 30-second handwashing/sanitizing guidelines.
- COVID-19 policies and protocols will be available for all guests to review.
- Should a guest or staff member be diagnosed with COVID-19 after leaving the hotel, all guests and staff that were present at the same time will be notified. If a guest or staff member is diagnosed while staying with us, proper isolation protocols will be followed pursuant to CDC and WHO guidelines, and guests and staff will be notified.

### **Cleaning Protocols**

- **Guest Rooms**
  - EPA-rated hospital-grade disinfectants will be used to clean each guest room, with special attention paid to all high-touch surfaces (e.g. door handles, light switches, etc.).
  - Your Room is Your Room. No hotel personnel will enter your room during your stay without your permission. We will provide replenished amenities – including towels and linens– for those that do not wish staff to enter their rooms.
  - Guests are encouraged to use mobile keys where available. All guest keys will be disinfected via UVC light treatment.
- **Public Areas**
  - We will utilize EPA-rated hospital-grade disinfectants throughout all public areas, including.
    - Elevator cabs
    - Public restrooms
    - Fitness center
  - All high-touch public area surfaces such as handrails and door handles will be wiped down with EPA-rated hospital-grade disinfectants.
  - Touchless hand sanitizer stations have been placed in key areas throughout the hotel including the hotel entrance, front desk, meeting room landings and elevator landings.
- **Restaurants & Bars**



- Prior to opening each day, we employ EPA-rated hospital-grade disinfectants on all areas.
- Touchless hand sanitizer stations will be placed at entry points.
- We will provide no-touch table service adhering to safe social distancing guidelines.
- Digital menus will be provided via QR code. Single use, disposable menus will also be made available.
- All shared items and food and beverage areas will be sanitized after each use.
- No-touch in-room dining will be served with sustainable disposable wares.
- **Meetings & Events**
  - Prior to commencement of any meeting or event, EPA-rated hospital-grade disinfectants will be utilized on all areas.
  - No-touch table service will be implemented to adhere to safe social distancing guidelines.
  - Hand sanitizer stations will be placed at all entry points in meeting spaces.
  - Breaks will be staggered to minimize group sizes.
  - Safety protocol reviews with meeting and event planners will be conducted prior to any event to ensure adherence to our rigorous policies.

**Empire State Building Covid Requirements (<https://www.esbnyc.com/safety>)**

All guests (ages 2 and up) are required to wear a facial covering in the Observatory. Per NYC mandate, and effective August 30, 2021, all guests 12 years of age or older **must present proof of Covid-19 vaccination** (at least one shot) along with valid ID upon entry at the Empire State Building Observatory.

COVID-19

RESERVE



800.888.8888

Reservations

Check in

Check out

Rooms

Guests

Promo Code

RESERVE

The Row NYC Hotel is designed to have 365 great nights a year. Check out the Manhattan-inspired decor that flaunts a chic and contemporary experience.

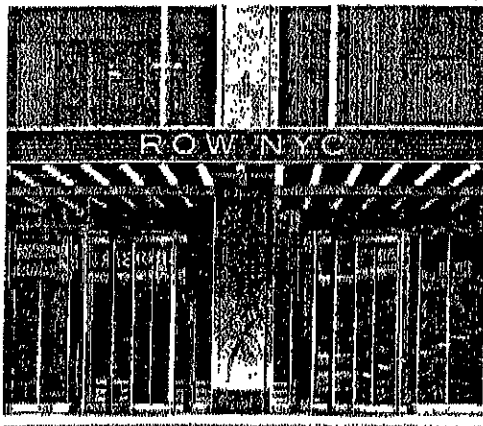
Ad

Hotel

Amenities

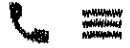
Rooms

Direct M & City Kitchen



COVID-19

RESERVE



Reservations

Checkin

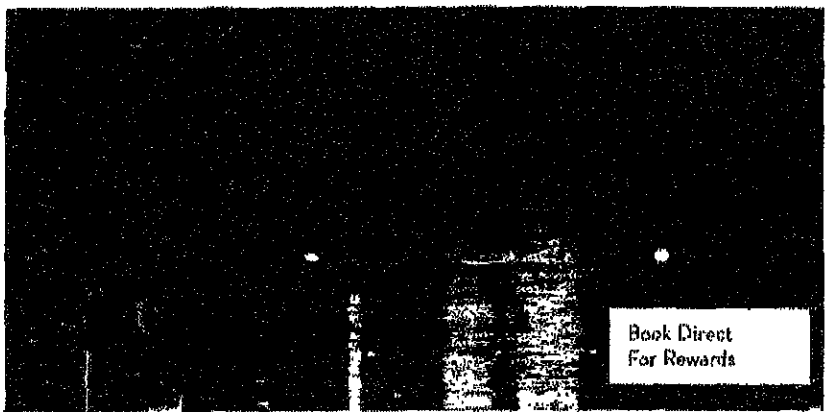
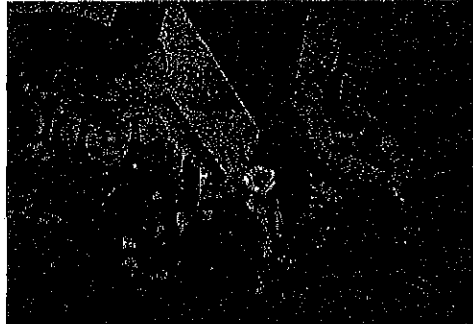
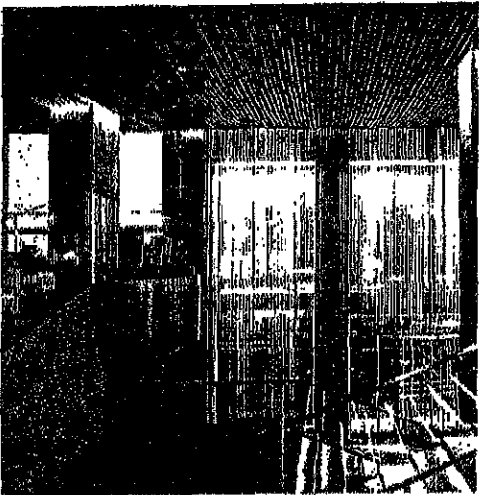
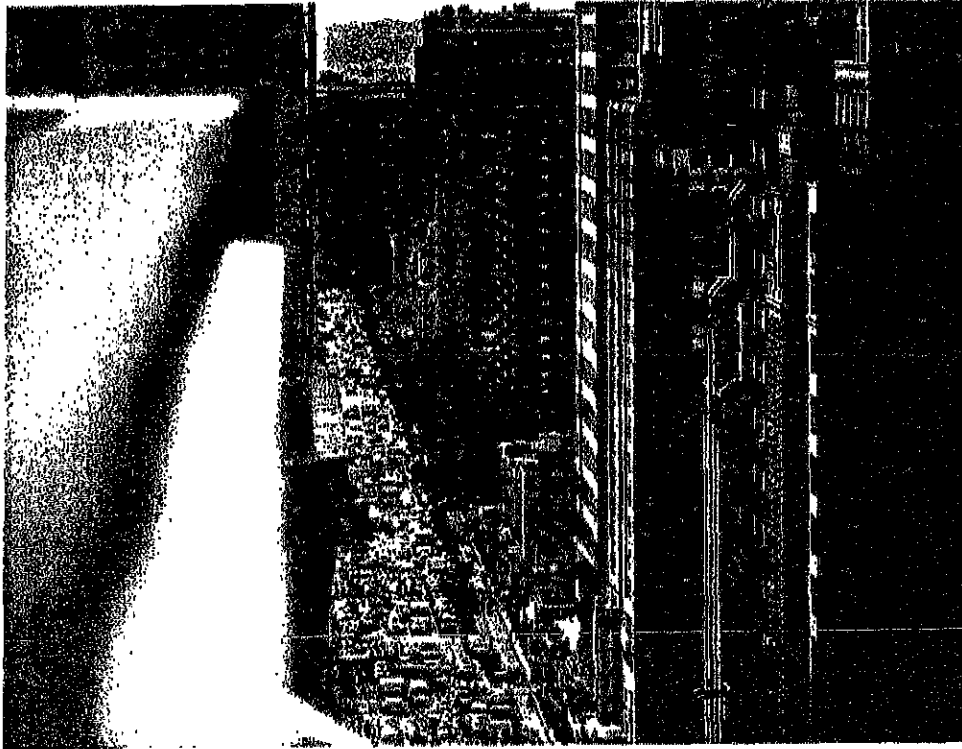
Checkout

Rooms

Guests

Promo Code

RESERVE



Book Direct For Rewards

ROOMS AMENITIES SPECIALS DINE & DRINK GROUPS & EVENTS  
 EXPLORE GALLERY BLOG COVID-19

RESERVE



*Reservations* Checkin Checkout Rooms Guests Promo C **RESERVE**

# COVID-19

## WEBSITE STATEMENT

### YOUR WELLBEING IS OUR TOP PRIORITY

Ensuring a safe, clean and inviting environment is the core of our commitment to providing the highest level of hospitality.

In response to COVID-19, we have initiated and are maintaining industry-leading and scientifically driven cleanliness standards to safeguard the wellbeing of our guests and colleagues. Our strengthened safety and sanitizing measures incorporate the latest guidance from the world's leading health authorities, including the Centers for Disease Control and Prevention (CDC) and World Health Organization (WHO). We have also implemented measures in our guest rooms, public and back-of-house areas.

Book Direct  
For Rewards

- ROOMS
  - AMENITIES
  - SPECIALS
  - DINE & DRINK
  - GROUPS & EVENTS
- EXPLORE
  - GALLERY
  - BLOG
  - COVID-19

RESERVE



- Reservations*
- Checkin
- Checkout
- Rooms
- Guests
- Promo C
- RESERVE

- **Training and Education.** We provide regular training to our hotel associates about the latest safety and cleanliness guidance.

We look forward to welcoming you soon. Thank you for your continued trust and loyalty.

Be Well. Stay Well.

### PROTOCOLS

Keeping you safe begins with keeping our valued hotel associates safe. Our dedicated COVID-19 task force has developed a multi-pronged approach to health and wellbeing, which stresses cleanliness and hygiene standards and regular education and training as well as enhanced cleanliness and hygiene standards.

Our associates are equipped to handle confirmed or suspected COVID-19 cases among guests and colleagues. They also understand how to identify potential health risks and are committed to working together to strictly follow all safety and cleaning protocols, which are detailed below.

#### Safety Protocols

- Proper hand washing and other safety protocol trainings will be conducted and maintained. Guests are also encouraged to adhere to regular 30-second handwashing/sanitizing guidelines.
- COVID-19 policies and protocols will be provided to each guest upon check-in.
- Should a guest or staff member be diagnosed with COVID-19 after leaving the hotel, all guests and staff that were present at the same time will be notified. If a guest or staff member is diagnosed while staying with us, proper isolation protocols will be followed pursuant to CDC and WHO guidelines, and guests and staff will be notified.

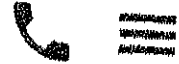
#### Cleaning Protocols

- **Guest Rooms**
  - EPA-rated hospital-grade disinfectants will be used to clean each guest room, with special attention paid to all high-touch surfaces (e.g. door handles, light switches, etc.)
  - Your Room is Your Room. No hotel personnel will enter your room during your permission. We will provide replenished amenities – including towels and linens packaging.

Book Direct  
For Rewards

ROOMS AMENITIES SPECIALS DINE & DRINK GROUPS & EVENTS  
 EXPLORE GALLERY BLOG COVID-19

RESERVE




*Reservations* Checkin Checkout Rooms Guests Promo C RESERVE

Limited hospital-grade disinfectants.

- Touchless hand sanitizer stations have been placed in key areas throughout the hotel including the hotel entrance, front desk, meeting room landings and elevator landings.
- **Restaurants & Bars**
  - Prior to opening each day, we employ EPA-rated hospital-grade disinfectants on all areas.
  - Touchless hand sanitizer stations will be placed at entry points.
  - We will provide no-touch table service adhering to safe social distancing guidelines.
  - Digital menus will be provided via QR code. Single use, disposable menus will also be made available.
  - All shared items and food and beverage areas will be sanitized after each use.
  - No-touch in-room dining will be served with sustainable disposable wares.
- **Meetings & Events**
  - Prior to commencement of any meeting or event, EPA-rated hospital-grade disinfectants will be utilized on all areas.
  - No-touch table service will be implemented to adhere to safe social distancing guidelines.
  - Hand sanitizer stations will be placed at all entry points in meeting spaces.
  - Safety guidelines will be posted at all meeting entryways.
  - Breaks will be staggered to minimize group sizes.
  - Safety protocol reviews with meeting and event planners will be conducted prior to any event to ensure adherence to our rigorous policies.

Book Direct  
For Rewards

|   |  |  |
|---|--|--|
|  | THE SCHOOL DISTRICT OF PALM BEACH COUNTY<br><input type="radio"/> Leave of Absence<br><input checked="" type="radio"/> <b>Temporary Duty Elsewhere (TDE)</b> | Check new or, to change a previously submitted request, choose revised<br><input checked="" type="radio"/> New <input type="radio"/> Revised |
|---|--|--|

Click the appropriate circle above. Only the areas you are required to complete will be visible. Enter Employee ID number and tab to the next field to obtain employee information.

Employee ID #  Last Name  First  MI

School/Dept.  Sch/Dept #

Date(s) of Absence or TDE (duty days) From:   AM  PM To:   AM  PM Total Duty Hours

**LEAVE OF ABSENCE**

**TEMPORARY DUTY ELSEWHERE (TDE)**

Justification (Do not exceed field boundaries - If more space is required attach a word document)

**THE DIMENSION 20 CHORUS HAS BEEN SELECTED AS ONE OF THE OPENING ACTS FOR THE RONOWN ROCKETTES AT THEIR ANNUAL CHRISTMAS SPECTACULAR SHOW AT RADIO CITY.**

Destination   In-county  Out-of-county  Out-of-State

Provide funding information below for the following

1. Substitute teacher required?  Yes  No

2. Estimated Transportation Costs

+  +  =

Transportation Costs Lodging Costs Other (Registration) Total Estimated Travel Costs

| DEPT                 | FUND                 | FUNC                 | ACCOUNT              | PROG                 | BUDG MGR             | LOC CD               | AWD YR               | PROJECT              |
|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |

Electronic signature certifies that funds are available in the accounts shown above for the specified amount(s). Regional/Instructional Superintendent Signature required for Principal's Leave/TDE request. Out of county/out of state travel requires the approval of the Regional/Instructional Superintendent, Assistant Superintendent or Division Head and Chief Officer.

*Sterling Frederick*  
7/20/2021 11:03:39 AM

Signature of Supervisor

Regional/Instructional Superintendent, Assistant Superintendent or Division Head  
*Signature required for out-of-state/county*

Signature of Regional/Instructional/Assistant Superintendent/Division Head

Chief Officer signature required for out-of-state/county

Signature Chief Officer



Exhibit 5

July 29, 2022, Chief Operating Officer

Jenny Gekas

Email Reply

9/26/22, 1:35 PM

School District of Palm Beach County Mail - Forest Hill Community High School

Robert L. Sheppard, Jr.  
Senior Investigator (SR-II)  
Office of Inspector General  
3138 Forest Hill Blvd., Suite C-306  
West Palm Bch, FL 33406  
Phone: (561) 649-6877  
Cell#: (561) 762-9577  
PX# 46877  
Email: [Robert.Sheppard@palmbeachschools.org](mailto:Robert.Sheppard@palmbeachschools.org)

[Quoted text hidden]

Jenny Velasquez <[jenny@firstserveusa.org](mailto:jenny@firstserveusa.org)>  
To: Robert Sheppard <[robert.sheppard@palmbeachschools.org](mailto:robert.sheppard@palmbeachschools.org)>

Fri, Jul 29, 2022 at 4:33 PM

Good Afternoon Robert,

I'm sorry I was unable to respond to you until now. I was out of office.

Yes, our organization sponsored the Forest Hill High School student's trip to NYC as part of their involvement in our program. The money donated was meant to fund Forest Hill Students and their chaperones in their trip to perform at Radio City Music Hall on behalf of First Serve.

To directly address the two questions asked, here are the answers:

1. We were not made aware that Principal Riviera's child would be functioning as a Historian, Photographer, or in any other capacity for the First Serve organization during this trip. This student has no affiliation with the First Serve Program on a professional level.
2. Furthermore, we were not aware that Principal Riviera's child did not attend Forest Hill High School at the time of the field trip, nor that our donation to Forest Hill High School sponsored this child's travel expenses.

Please let me know if this helps, and if you need anything additional from our end.

Best,



**JENNY GEKAS**  
COO  
o: 561.701.1799  
c: 786.590.9496  
[jenny@firstserveusa.org](mailto:jenny@firstserveusa.org)

[Quoted text hidden]

[Quoted text hidden]

**Disclaimer:** Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

Robert Sheppard <[robert.sheppard@palmbeachschools.org](mailto:robert.sheppard@palmbeachschools.org)>  
To: Jenny Velasquez <[jenny@firstserveusa.org](mailto:jenny@firstserveusa.org)>

Fri, Jul 29, 2022 at 4:54 PM

Thank you for responding so promptly...

[Quoted text hidden]

--

[Quoted text hidden]



Robert Sheppard &lt;robert.sheppard@palmbeachschools.org&gt;

**Forest Hill Community High School**

4 messages

**Robert Sheppard** <robert.sheppard@palmbeachschools.org>

To: jenny@firstserveusa.org

Wed, Jul 27, 2022 at 4:25 PM

Good afternoon Jenny,

My name is Robert Sheppard with the Palm Beach County School District, Office of the Inspector General. My reasons for contacting you are regarding an active investigation at Forest Hill Community High School. The First Serve organization sponsored the Choral students to travel to New York City in December 2021. Forest Hill High School Principal Esther Riviera told said that her child was the historian for the First Seve Organization responsible for taking pictures during the travels to New York City, and that your organization sponsored the child's travel arrangements. . I am attempting to verify Principal Riviera's statement .

1. Were you aware that Principal Riviera's child was the Historian for the First Serve Organization during the field trip to New York City?
2. Were you aware that Principal Riviera's child did not attend Forest Hill High School at the time of the field trip, the child attended Park Vista Community High School...Were you aware that your donation to Forest Hill High School sponsored the Principal's child travel expenses?

Respectfully, please respond to the above questions or contact my office at (561) 649-6877 from 10:00 AM to 6:00 PM....

Sincerely,

Robert Sheppard

Robert L. Sheppard, Jr.  
Senior Investigator (SR-II)  
Office of Inspector General  
3138 Forest Hill Blvd., Suite C-306  
West Palm Bch, FL 33406  
Phone: (561) 649-6877  
Cell#: (561) 762-9577  
PX# 46877  
Email: [Robert.Sheppard@palmbeachschools.org](mailto:Robert.Sheppard@palmbeachschools.org)

**Robert Sheppard** <robert.sheppard@palmbeachschools.org>

To: jenny@firstserveusa.org

Wed, Jul 27, 2022 at 4:29 PM

Good afternoon Jenny,

My name is Robert Sheppard with the Palm Beach County School District, Office of the Inspector General. My reasons for contacting you are regarding an active investigation at Forest Hill Community High School. The First Serve organization sponsored the Choral students to travel to New York City in December 2021. Forest Hill High School Principal Esther Riviera said that her child was the historian for the First Seve Organization responsible for taking pictures during the travels to New York City, and that your organization sponsored the child's travel arrangements. I am attempting to verify Principal Riviera's statement .

1. Were you aware that Principal Riviera's child was the Historian for the First Serve Organization during the field trip to New York City?
2. Were you aware that Principal Riviera's child did not attend Forest Hill High School at the time of the field trip, the child attended Park Vista Community High School...Were you aware that your donation to Forest Hill High School sponsored the Principal's child travel expenses?

Respectfully, please respond to the above questions or contact my office at (561) 649-6877 from 10:00 AM to 6:00 PM....

Sincerely,

Robert Sheppard

Exhibit 6

**REDACTED**

Forest Hill Community High School

Volunteer Registration (VIPS)

Brian Bentancourt

|            |       |                        |   |
|------------|-------|------------------------|---|
|            |       | 01/18/2019 08:15:34 AM | N |
|            |       | 01/31/2019 12:11:34 PM | N |
|            |       | 03/26/2019 05:46:32 PM | N |
|            |       | 11/19/2019 07:20:09 PM | N |
|            |       | 11/19/2019 07:59:28 PM | N |
|            |       | 10/27/2020 06:10:12 PM | N |
|            |       | 10/29/2020 04:04:28 PM | N |
|            |       | 11/16/2020 03:41:50 PM | N |
|            |       | 11/17/2020 11:35:36 AM | N |
|            |       | 11/17/2020 01:40:50 PM | N |
| Betancourt | Brian | 10/14/2021 07:42:42 PM | N |
|            |       | 11/17/2021 05:01:47 PM | N |
|            |       | 11/17/2021 05:10:58 PM | N |
|            |       | 11/29/2021 03:27:45 PM | N |
|            |       | 02/03/2022 09:32:00 AM | N |
|            |       | 02/07/2022 11:31:08 AM | N |
|            |       | 03/24/2022 03:24:21 PM | N |
|            |       | 03/24/2022 03:40:29 PM | N |
|            |       | 03/25/2022 01:58:58 PM | N |
|            |       | 03/25/2022 02:53:30 PM | N |
|            |       | 03/28/2022 08:25:10 AM | N |
|            |       | 03/28/2022 08:29:36 AM | N |
|            |       | 03/28/2022 12:00:26 PM | N |

## Forest Hill Community High

| Last Name | First Name | Registered             | Student |
|-----------|------------|------------------------|---------|
|           |            | 08/06/2014 12:16:45 PM | N       |
|           |            | 08/15/2014 11:45:25 AM | N       |
|           |            | 08/15/2014 12:11:36 PM | N       |
|           |            | 08/18/2014 08:28:09 AM | Y       |
|           |            | 08/18/2014 09:33:58 AM | N       |
|           |            | 08/18/2014 01:48:29 PM | N       |
|           |            | 08/19/2014 08:24:26 AM | Y       |
|           |            | 08/19/2014 11:48:19 AM | N       |
|           |            | 08/20/2014 08:46:22 AM | Y       |
|           |            | 08/20/2014 09:16:11 AM | N       |
|           |            | 08/21/2014 08:35:23 AM | Y       |
|           |            | 08/21/2014 10:15:52 AM | Y       |
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|           |            | 08/21/2014 12:15:09 PM | Y       |
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|           |            | 08/22/2014 02:16:45 PM | Y       |
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|           |            | 08/29/2014 02:11:11 PM | Y       |
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|           |            | 08/29/2014 02:50:53 PM | N       |
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|           |            | 09/02/2014 03:18:47 PM | Y       |
|           |            | 09/02/2014 03:23:04 PM | Y       |
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|           |            | 09/03/2014 12:27:08 PM | N       |
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|           |            | 09/04/2014 02:11:07 PM | Y       |
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|           |            | 09/04/2014 03:27:02 PM | N       |
|           |            | 09/08/2014 10:41:45 AM | N       |
|           | t          | 09/08/2014 10:46:22 AM | N       |

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|  |  | 09/15/2014 05:33:50 PM | N |
|  |  | 09/17/2014 11:09:02 AM | N |
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|  |  | 09/19/2014 06:37:42 PM | N |
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|  |  | 10/18/2014 09:45:09 AM | N |
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|  |  | 10/25/2014 11:36:22 AM | N |
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|  |  | 10/31/2014 01:43:20 PM | N |
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|  | 11/10/2014 11:31:08 AM | Y |
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|  | 01/08/2015 09:11:06 AM | Y |
|  | 01/08/2015 09:23:38 AM | Y |
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|  | 01/21/2015 09:08:29 AM | Y |
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|  | 04/15/2015 08:21:30 AM | Y |
|  | 04/15/2015 08:21:31 AM | N |
|  | 04/27/2015 08:44:50 AM | N |
|  | 05/14/2015 02:53:46 PM | N |
|  | 05/15/2015 08:48:14 AM | N |
|  | 05/15/2015 08:50:55 AM | Y |
|  | 05/19/2015 08:48:36 AM | Y |
|  | 06/01/2015 08:02:50 AM | N |
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|  |  | 10/12/2016 06:01:07 PM | N |
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|  |  | 11/16/2016 10:07:06 AM | N |
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|  |  | 12/08/2016 10:21:20 AM | N |
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|  |  | 09/29/2017 09:15:07 AM | N |
|  |  | 10/26/2017 12:44:11 PM | N |
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|  |  | 11/09/2017 08:22:42 PM | N |
|  |  | 11/09/2017 08:27:57 PM | N |
|  |  | 11/16/2017 04:14:40 PM | N |
|  |  | 11/28/2017 03:38:52 PM | N |
|  |  | 11/29/2017 11:10:14 AM | N |
|  |  | 02/13/2018 12:30:36 PM | N |
|  |  | 02/13/2018 12:39:29 PM | N |
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|  |  | 08/14/2018 09:24:02 AM | N |
|  |  | 08/27/2018 11:50:16 AM | N |
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|  |  | 10/25/2018 12:04:24 PM | Y |
|  |  | 10/25/2018 12:11:27 PM | Y |
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|  |  | 10/26/2018 11:21:37 AM | Y |
|  |  | 10/26/2018 11:23:56 AM | Y |
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|  |  | 11/15/2018 09:55:39 AM | N |
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|  |  | 11/15/2018 10:03:41 AM | N |
|  |  | 12/07/2018 11:14:39 AM | N |
|  |  | 01/11/2019 03:13:25 PM | N |

Exhibit 7

April 18, 2022, Principal Esther Rivera

Email Reply



Robert Sheppard <robert.sheppard@palmbeachschools.org>

**Fwd: Scanned image from Forest Hill High**

2 messages

Esther Rivera <esther.rivera@palmbeachschools.org>  
To: Robert Sheppard <robert.sheppard@palmbeachschools.org>

Mon, Apr 18, 2022 at 9:05 AM

Question(s), Respectfully is your daughter a student at FHCHS?

- Did you or other family members cover your daughter's meal/travel expenses during the New York field trip

1. All meals and other expenses for my daughter were covered by me personally. I have attached a copy of 2 credit card statements (portions cut from original statements) that depict all the meals purchased. The item that states "sandbar/minskoff" is the concessions located in the Broadway theatre. I purchased popcorn and soda. I will attach a picture of the theatre with the name Minskoff to further validate this.



2. The flight was purchased by First Serve as my daughter was the Historian for First Serve and was responsible for all the photographs and videos of the student performances. My daughter was a student of FHCHS during the FY 21 school year and then transferred to Park Vista. She first became a member of First Serve during the FY 21 school year.

- Please provide documentation that demonstrates that your daughter's meal/travel expenses were covered by you? or were the expenses covered by the Donation received from "the First Serve Organization"

Please see email forwarded with copy of credit card statement.



**Esther M. Rivera**

Principal  
Forest Hill Community High School  
A Title One, IB World School  
6901 Parker Avenue, WPB, FL 33405  
P: 561-540-2400

Follow me on Twitter:

----- Forwarded message -----

From: scanner@palmbeachschools.org <scanner@palmbeachschools.org>  
Date: Mon, Apr 18, 2022 at 8:50 AM  
Subject: Scanned image from Forest Hill High  
To: <esther.rivera@palmbeachschools.org>

Reply to: Esther Rivera <esther.rivera@palmbeachschools.org>  
Device Name: Forest Hill High

9/26/22, 1:46 PM

School District of Palm Beach County Mail - Fwd: Scanned image from Forest Hill High

Device Model: MX-M565N  
Location: Rm1-112A

File Format: PDF MMR(G4)  
Resolution: 200dpi x 200dpi

Attached file is scanned image in PDF format.


Use Acrobat(R)Reader(R) or Adobe(R)Reader(R) of Adobe Systems Incorporated to view the document.

Adobe(R)Reader(R) can be downloaded from the following URL:

Adobe, the Adobe logo, Acrobat, the Adobe PDF logo, and Reader are registered trademarks or trademarks of Adobe Systems Incorporated in the United States and other countries.

<http://www.adobe.com/>

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 scanner@palmbeachschools.org\_20220418\_062338.pdf  
30K

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**Robert Sheppard** <robert.sheppard@palmbeachschools.org>  
Draft To: Esther Rivera <esther.rivera@palmbeachschools.org>

Mon, Apr 18, 2022 at 10:08 AM

Thank you Principal Rivera

Robert L. Sheppard, Jr.  
Senior Investigator (SRI)  
Office of Inspector General  
3138 Forest Hill Blvd., Suite C-306  
West Palm Bch, FL 33406  
Phone: (561) 649-6877  
PX# 46877  
Email: [Robert.Sheppard@palmbeachschools.org](mailto:Robert.Sheppard@palmbeachschools.org)

[Quoted text hidden]



Exhibit 8

September 7, 2022, Principal Esther Rivera

20-Day Reply

Signature: Esther Rivera  
Esther Rivera (Sep 7, 2022 17:56 EDT)  
Email: esthermarie15@aol.com

**Arthur T. Schofield, P.A.**  
**Attorney at Law**  
*Fighting for the Rights of Employees & Victims since 1993*

Arthur Schofield, Esq.  
aschofield@flalabor.com  
September 7, 2022

Renee Main, Paralegal  
rmain@flalabor.com

Teresa Michael, Inspector  
General  
Office of Inspector General  
3318 Forest Hill Blvd., C-306  
West Palm Beach, FL 33406

**Re: Office of Inspector General Case No. 22-0011-I Forest Hill Community High School, Misuse of Authority**

Dear Ms. Michael:

My office has the pleasure of representing Esther Rivera. Thank you for the opportunity to respond to the draft report which was shared under cover of letter dated August 15, 2022. Ms. Rivera's response to the one substantiated allegation is as follows:

I do not dispute that family and friends were present for the trip to New York City. This trip was funded through First Serve Organization ("FSO") and not with any funds or resources of the School District of Palm Beach County, Florida. The President of FSA, Paul Van de Grift, personally invited my daughter to attend the trip because she was unable to attend the prior year due to COVID. Other than funds used for travel and a hotel room that I shared with my daughter, no funds from FSO were used for my daughter; she and/or I paid for all expenses incurred by her during the trip.

Esther Rivera  
Esther Rivera

It is unclear from the Report if the "use of funds" was substantiated as that reference occurs after the finding. See, Report, p-18. However, to the extent the draft conclusion alleges that the use of funds was substantiated, Ms. Rivera denies this and trusts that the statement above clarifies her position.

Sincerely,

  
Arthur Schofield, Esq.  
ARTHUR T. SCHOFIELD, P.A.

**ARTHUR T. SCHOFIELD**  
*Attorney at Law*

330 Clematis Street, Suite 207  
Via Jardin  
West Palm Beach, FL 33401

WEST PALM BCH FL 334

9 SEP 2022 PM 1 L



Teresa Michael, Inspector General  
Office of Inspector General  
3318 Forest Hill Blvd., C-306  
West Palm Beach, FL 33406

33406-581318

