



**FLOYD COUNTY BOARD OF EDUCATION**  
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Linda C. Gearheart, Vice-Chair - District 1  
Dr. Chandra Varia, Member - District 2  
Rhonda Meade, Member - District 4  
Sherry Robinson- Member - District 5

**Date: September 12, 2016**

**Consider/Approve:** South Floyd Schools requests permission to approve a field trip to Lilly Cornett Woods on November 1<sup>st</sup> via the signature of a contract with Eastern Kentucky University

**Applicable State or Board Policy:** Any contract must have Board of Education Approval

**Background:** The field trip provides the opportunity for students to engage in Field Based Science Education free of charge. Authentic, career based science experiences are limited, and are typically expensive, while this is offered free. Mrs. Miles, science teacher at South Floyd has been working with Katrina Slone and Chris Bentley at Kentucky Valley Educational Cooperative (KVEC) as a part of a team called the Expeditionary Learning Fellows. Its purpose is to pioneer and model New Generation Science Standard units using Field Based Education. Mrs. Miles has been a part of this initiative for one year, and the summative experience was to develop a unit and bring students to Lilly Cornett Woods all expenses paid. She has developed a model unit based on NGSS entitled, "Leaf Litter Critters," and 6<sup>th</sup> grade students will be going to Lilly Cornett Woods for a hands-on, outdoor experience. There they will observe various samples of leaf litter, categorize organisms found in these, collect environmental data, etc. as the beginning of this unit. The form to go on this field trip is called a "CONTRACT," however, the understanding is that it is only an agreement regarding the logistics of how many students, what time we are coming, and an attached form showing our SCHOOL INSURANCE (please see this section of contract). The understanding is that this is for any student that could possibly fall or get injured while in the woods. There are 9 teachers involved in this initiative in our region. Mrs. Miles is the only one in Floyd County. South Floyd 6<sup>th</sup> grade is scheduled with instructors from EKU to lead us in this experience at Lilly Cornett Woods on November 1<sup>st</sup>.

**Alternative Action:** Attached is the contract for review; Contact people regarding field trip is Chris Bentley at KVEC or Letcher County Superintendent who is approving similar trips to LCW

**Recommended Action:** Approve the request

**Rationale:** The field trip is an excellent and free way for our students to engage in authentic science.

**Contact Person(s):** Stacy Shannon, Principal

*Stacy Shannon*  
Principal

*David M. Marsh*  
Director

*[Signature]*  
Superintendent

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**EASTERN KENTUCKY UNIVERSITY**  
**Natural Areas Contract**

Office of Finance & Administrative Affairs  
Conferencing & Events

202 Perkins Building  
521 Lancaster Avenue  
Richmond, KY 40475  
(859) 622-2001  
[jill.price@eku.edu](mailto:jill.price@eku.edu)

Date:

FAX: (859) 622-1177

**Group Designation:** (Check appropriate line)

EKU Student Organization  
EKU Department/College  
☒ Non EKU Organization  
EKU Partner with External Organization

**Natural Area Designation:** (Check one)

☒ Lilley Cornett Woods  
Maywoods

**Accommodations:**

☒ Day Use      ☐ Overnight Use

**Note:** The Natural Areas Facilities were developed as environmental and educational laboratories. Faculty, staff, EKU organizations and community organizations focused on these areas are welcome to use the facilities.  
EKU classes are given first priority reservation status until after the first full week of classes per semester. Then priority is on a first come, first serve basis

**Dates of Residency & Group Number**

Arrival Date: November 1, 2016      Arrival Time: 9:45 a.m.  
Departure Date: November 1, 2016      Departure Time: 1:20 p.m.

Number in group: 64

Dear Group Coordinator or Program Representative,

This Contract is made and entered into by and between Eastern Kentucky University (hereinafter referred to as "EKU") and KVEC (hereinafter referred to as "Group") for the purpose of setting forth the terms and conditions relating to services provided by EKU for the program identified as South Floyd Middle School (hereinafter referred to as "Event"), and the parties agree as follows:

### **I. Housing Eligibility and Expectations:**

- A. Group shall be responsible for assigning sleeping arrangements within the dormitories.
- B. Group understands that ECU does not provide linens or toiletries.
- C. Group will have use of the full service kitchen during their stay and is responsible for own meal arrangements.
- D. Group supervisors and/or chaperones shall remain with group at all times while at ECU facility.
- E. Group supervisors/chaperones will be responsible for group members and for monitoring group activities during stay
- F. Group will designate a Safety Officer for the group. This person will be responsible for the group's medical information and other safety considerations while on site.
- G. Group supervisors must be available to help ECU Natural Areas' manager, in the event there is a problem in the facilities. This includes leaving a contact number with the Natural Areas Manager.
  - I. If Group knows of a problem in the facilities, such as vandalism, maintenance, or medical situations, they are to notify the Natural Areas' manager immediately.
- J. For overnight groups, Check-in time is 8:00 a.m. - 5:00 p.m. Check-out time is 8:00 a.m. – 5:00 p.m., Tuesday through Saturday. On Sunday, check out is 12:00 pm. (Exceptions may be made upon request)
- K. Natural Areas' manager will review Natural Areas Group Policies and Procedures with group supervisor/chaperones. In addition, a binder with policy and procedure information will be available for groups to reference.
- L. Group supervisors will inform participants that ECU Natural Areas is not responsible for damaged, lost or stolen items and will advise participants to secure renter's insurance.

### **II. Charges & Payments:**

- A. **Attendance:** An estimated count of all participants must be provided to the ECU's Conferencing & Events no later than five (5) working days prior to arrival date. (Do not include Saturday or Sunday when determining working days)
- B. **Damages:** Group agrees to maintain the condition of all facilities used by the Group's participants and to restore the premises to the condition found prior to use. Any repairs due to damages caused by the Group participants or supervisors will be billed to Group and Group agrees to make such payments within thirty (30) days of receipt of any such bill, regardless of whether Group collects any payments from its participants or supervisors.
- C. School groups may submit payment after the event if purchase order is submitted with contract.

### **III. Deposit and Cancellation Policies:**

- A. All group cancellations must be made to ECU Conferencing & Events, as soon as cancellation decision has been made, prior to reservation date via email or phone (859-622-2001).
- B. Inclement weather cancellations will be made 24 hours prior to the Group's reservation by contacting Conference and Events via email or phone (859-622-2001).

#### **IV. Rights of ECU:**

- A.** ECU may terminate this contract should unforeseen emergencies occur making it inadvisable, illegal, or impossible to provide facilities.
- B.** ECU may terminate this contract and require any group participant(s) to immediately vacate ECU Natural Areas' facilities for the following reasons:
  - 1** Violation of ECU policies, rules or regulations
  - 2** Violation of the terms of this contract.
  - 3** An emergency or casualty rendering the Group's participant(s) room or campus facilities unsafe or otherwise uninhabitable.
- C.** ECU reserves the right to deny reservation request for dates during holiday periods.

#### **V. Right of Entry:**

ECU reserves the right to enter any room(s) or facilities used by Group without notice to inspect the premises for the purpose of verification of occupancy, safety, health, cleaning and maintenance.

#### **VI. Safety:**

- A.** For the safety of all parties, the following conditions are agreed to by Group:
  - 1** Group shall supervise the use of and secure all assigned facilities, including locking the buildings when participants travel offsite; valuables should be left at home.
  - 2** Group shall ensure that appropriate adult supervision is provided at all times for any minors.
  - 3** Group shall ensure its supervisors/chaperones be familiar with the location of fire escapes/exits, fire alarms, location of fire extinguishers and emergency phone numbers, including the phone numbers of Natural Areas management.
  - 4** Group shall ensure that all minors have all appropriate paperwork completed including, but not limited to: a parental consent form, health history form and emergency contact information.
  - 5** Group shall ensure that all equipment and/or facilities that will be used are safe and fully functional.
  - 6** If Group knows of any safety concern, notify ECU Natural Areas Management immediately.
  - 7** Group shall ensure that all participants are able to safely participate in any activity/event.  
If a participant has a condition that may require accommodations in order to participate or attend the activity fully; the Group will notify ECU Natural Areas management to determine the best way to accommodate the participant's needs.

**Note:** The Maywoods Lodge and Lilley Cornett Woods Visitor Center are ADA accessible, but the trails at each Natural Area are not.

## **VII. Prohibitions:**

- A.** While at the Natural Area, Group (inclusive of its counselors, participants and any guests of Group) shall comply with all federal and state laws, ECU policies, and ECU Housing regulations. In its sole discretion, ECU may terminate this agreement or revoke the housing and/or use of facilities for any Group participant or guest that engages in any conduct or behavior, which includes, but is not limited to, the following:
  - 1. Sale, possession or use of illegal drugs.
  - 2. ECU is a tobacco free campus. Use of tobacco, smokeless tobacco and electronic tobacco products are prohibited.
  - 3. Possession and/or use of alcohol.
  - 4. Possession of firearms, air guns, weapons, ammunition, fireworks, or explosives on Natural Area Site.
  - 5. Misuse, abuse, theft or destruction of ECU property including equipment and furniture removal or relocation.
  - 6. Tampering with smoke detectors and/or fire alarm equipment.
  - 7. Water fights, food fights and/or loud noises.
  - 8. Athletic games in the dormitories or other buildings (e.g., running, performing stunts and cheers.)
  - 9. Attaching items to wall, ceilings or floor by nails, screws, or alteration of premises in any way.
  - 10. General behavior within the buildings, which indicates that the participant is not able to meet the requirements of group living.
  - 11. Throwing objects from windows or decks.
  - 12. Disregard of reasonable directives, verbal or written of any staff in the conduct of assigned duties.
- B.** ECU Police will be contacted to handle the aforementioned matters.
- C.** Refer to Natural Areas Leader's Manual for complete safety and prohibition list.

## **VIII. Supervision:**

- A.** Adult (over the age of 21) live-in supervision is required for all Group participants under the age of eighteen (18).
- B.** Group's supervisor will serve as a liaison between the ECU Natural Areas managers and director in the event of disciplinary measures, i.e. noise, injury or destructive or otherwise inappropriate behavior by Group's participants. Group supervisors/counselors are, at all times, responsible for its participants' behavior. At no time should any Group participant be in the building area without Group's counselor supervision.
- C.** All groups must have a minimum counselor ratio of 1:15, regardless of minor participants' age. A request for variance must be in writing and may be granted by ECU based upon specific circumstances and previous experiences with the group. Granting this variance is under the sole discretion of ECU.
- D.** Counselors or other adult supervisors of the same gender are required to stay on the same dorm side as their program participants.
- E.** ECU reserves the right to request documentation of minor participant to chaperone ratio prior to the reservation date.

**IX. Casualty or Emergency:**

Group shall notify ECU Natural Areas manager immediately of any fire, theft, or other casualty. Please refer to the Emergency Contact list provided by ECU Conferencing & Events or the on-site Emergency Contact List.

**X. Billing:**

- A. Group will receive a bill within thirty (30) days from completion of the event. Payment for the total cost of services provided by ECU or other assessments issued by ECU to Group is due thirty (30) days from the invoice date.
- B. **Payments should be made out to: Eastern Kentucky University**

**XI. Additional Obligations of Group:**

**The Group agrees:**

- A. To hold each participant accountable for reasonable care and reverence in the use of ECU premises and to so advise each member.
- B. To advise the group of all ECU regulations, as stated in this contract, governing use and occupancy of ECU premises and to abide by same.
- C. To indemnify and hold harmless ECU and any of its officers, employees, Regents, or subcontractors from any cost, loss, damage, suit, action of law, or other claim whatsoever resulting from or arising out of this agreement or otherwise due to Group's presence on ECU's campus, including without limitation, any injury to a Group participant or property while a participant of Group or in relation to Group's Event
- D. **To procure and maintain at all times during this contract a policy of comprehensive general liability insurance containing the following requirements within the policy:**
  - 1 Amount of coverage not less than \$1,000,000.00 single limit, against claims for bodily injury, death and property damage occurring in connection with Group's use of ECU facilities or otherwise in connection with the event.**
  - 2 Sexual Molestation Coverage in the amount not less than \$1,000,000.00.**
  - 3 Eastern Kentucky ECU must be named as an Additional Insured on Group's policy.**
- E. **Group shall provide ECU with a Certificate of Insurance no later than seven (7) days prior to the arrival date.**

**XII. MISCELLANEOUS:**

- A. This contract contains all the terms and conditions relating to facilities use for Group for the dates designated herein
- B. This agreement contains the entire agreement between the parties with respect to any use of the ECU's facilities by Group and supersedes any and all prior understandings and agreements, oral or written, relating thereto.
- C. This agreement shall not be modified unless in writing agreed to by a duly authorized representative of each party.
- D. This agreement shall be governed under the laws of the Commonwealth of Kentucky.

*I have read and understand the contract terms and conditions and agree to comply with them.*

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Department/Organization Authorized Signature

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Conference & Event Planner  
Conferencing & Events  
Eastern Kentucky University

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(Print Name)

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(Date)



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### Attachment 1

The following is an estimated itemization of the total charges for this reservation as provided by Conferencing & Events.

#### Facilities Fees

(Note: Natural Areas Facilities and Overnight Fees are waived for ECU Organizations)

Facilities Rental:	<u>\$40.00</u>	
Total: Overnight Fee Per Person per Night	<u>\$0.00</u>	
Total Number of Persons	<u>64</u>	
Total Number of Nights	<u>0</u>	
Waived:	<u>\$40.00</u>	
Total:	<u>\$0.00</u>	(Estimated Total)

**Maywoods: Audio – Visual Equipment Available for Use** (check equipment needed):

\_\_\_ DVD Player, \_\_\_ Television, \_\_\_ LCD Projector, \_\_\_ Overhead Projector

**Note: Any changes in services requested or facilities will be reflected in the final invoice(s)**

#### Natural Areas Rates 2016\*

##### Maywoods Facilities Fees

Facilities Use Fee	\$40.00	per day
Overnight Fee	\$8.00	per person per night

**Maximum Capacity of Maywoods Lodge: 40 persons**

##### Lilley Cornett Woods Facilities Fees\*\*

Facilities Use Fee	\$40.00	per day
Overnight Use Fee	\$8.00	per person per night

\*\*Fees may be reduced or waived under certain circumstances

**Maximum Capacity of Lilley Cornett Woods Bunkhouse: 10 persons**

**\* Note: Natural Areas Facilities and Overnight Fees are waived for ECU Organizations**

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