



FLOYD COUNTY BOARD OF EDUCATION
Anna Whitaker Shepherd, Superintendent
442 KY RT 550
Eastern, KY 41622
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www.floyd.kyschools.us

William Newsome, Jr., Board Chair - District 3
Linda C. Gearheart, Vice-Chair - District 1
Dr. Chandra Varia, Member - District 2
Keith Smallwood, Member - District 4
Steve Stone, Member - District 5

Date: March 12, 2024

Consent Agenda Item (Action Item): Consider/Approve the out of state field trip and commercial carrier (Gold Shield) for John M. Stumbo Elementary eighth grade class to travel to Pigeon Forge, Tennessee. Students will stay overnight at the Wilderness of the Smokies and will visit Dollywood for STEM Day, participating in a wide variety of fun yet educational activities. The charter bus will depart for the trip on April 1th at 6:00 am and return back on April 2nd, sometime after midnight.

Applicable State or Regulations: Board Policy 9.36 states that out-of-state trips and requests for commercial carriers require Superintendent/Board approval.

Background and Rationale: STEM day provides an excellent opportunity for us to enhance science and math curriculum. Our 2023 KSA data shows that this group performed below the state in the area of science. While math scores were comparable to or above state scores they are still considered low, when looking at proficiency rates and gap closure. Additionally, 88% of the kids in this particular class are served by Title one funds, with 7 of them meeting the definition of homeless. This trip will allow our students to experience enriching educational activities while providing an opportunity to travel out of state. (which is the first time for many of our kids) Visiting Dollywood's STEM Day will allow us to do both.

Budget/Financial Issues: The cost of this trip will be covered via Section 6 funds and fundraising and the PTO.

Recommended Action: Approve the trip for the 8th grade class and travel by commercial carrier.

*Insurance information is included.

Contact Person(s): Jaynie Watts and Brittany Newsome, (606) 263-6200

Principal

Director

Superintendent

Billing Information

Sleeping Room & Tax:	Bill to Master
Incidentals:	Bill to Master
Meetings & Banquets:	Master Account

Please See Deposit Schedule Below:

Due	Amount	Received	Type	Description
03/08/2024	\$4,019.96	\$0.00	CC or Check	Estimated balance for room accommodations. Balance will be confirmed once rooming list is submitted.

Policies and Procedures

Lodging

- A block of rooms has been reserved for your group based on the information detailed above.
 - The cut-off date listed is the last day to have your guests call in by to reserve their room. If rooms will be master billed, this date will be the last date to submit your rooming list to your event coordinator. After the date of, Friday, March 08, 2024, the cut-off date, all unused rooms will be released.
 - For individual paid rooms, have your participants call 1-877-325-WILD, and tell the reservation agent that they are booking a room under the Booking ID # JMSE24 at River Lodge. The block will already be at the discounted rate, if applicable.
 - The cut-off date for the rooming list is also the last day to cancel individual rooms. Rooms cancelled from the time of reservation up to 72 hours prior to arrival will result in a \$30 cancellation fee. After the cut-off date, there is a 72-hour cancellation policy per room. Reservations cancellations within 72-hours pay for the entire room rate for first night.
 - In the event it becomes necessary for your organization to cancel the entire function, your organization shall be subject to the following cancellation fee:
 1. Cancellation more than 6 months of meeting dates: 50% of projected room revenues.
 2. Cancellation within 6 months of meeting dates: 100% of total projected room revenues.
 - Deposit policy for group blocks is one night stay per room blocked. Total balance due will be collected upon check in, unless room is being group billed.
 - Any discounts, coupons, special rates or packages, or any other individual offers will not apply to group negotiated rates. Group rates may not be altered after original booking, regardless of hotel specials.
 - Unless otherwise noted, room rates are quoted for up to 4 people in a standard room, each additional person beyond 4 will result in a charge up to \$30 per person/per night, plus tax. Alternate room types may have larger base and maximum guest counts based on room type. The rates quoted include wrist bands for admission to all water parks on property.
 - All guest rooms are subject to a \$29.95 per room/night, plus tax resort fee.
 - All guest rooms are subject to applicable state and local taxes (currently 12.75%) in effect at the time of check in, unless proper tax exemption documentation is supplied by the paying party and approved prior to arrival.
 - Check in is at 4:00 pm, check out at 10:30 am.
 - Guests may arrive after 12:00 pm and pre-register to obtain wristbands for the water park even if their room is not ready until check in time. Guests may use the facilities all day on their scheduled departure date.
 - Every effort has been made to book your rooms as close together as possible. The location of rooms blocked will be effected by the room style(s) requested and hotel availability. A sleeping room block does not guarantee the sleeping rooms will be next door to each other. The Wilderness Resort reserves the right to make room changes prior to your arrival date, as needed.
 - The hotel has a no pet policy.
 - All of our rooms are non-smoking.
 - Limited Housekeeping services apply to all villa/condo/hotel rental units. Full Housekeeping services can be arranged at an additional fee.
 - Photo ID required for all check-ins, and a credit card is required for all villas/hotel/condos.
 - You must be 21 years of age to reserve or check in to a room, all guests under 21 years of age must be accompanied by a parent or guardian.
 - Management reserves the right to charge the credit card on file for any damages, theft or excessive cleanup to the unit. Also, management reserves the right to request an additional deposit in situations where non-family oriented functions are conducted in the villa/condo/hotel rooms.
- Food and Beverage**

Wilderness at the Smokies Resort 1424 Old Knoxville Hwy, Sevierville, TN 37876
Phone: (865) 428-5770 Fax: (865) 868-2299 www.wildernessatthesmokies.com

- Banquet menu selection, room requirements and all other arrangements must be made a minimum of two weeks prior to your function.
- All food and beverages are to be purchased through the Wilderness Resort. The patron, guest or invitees may not bring food or beverages into the banquet areas. No food and beverage purchased from the Wilderness Resort may be removed from the banquet areas. Wilderness reserves the right to cease functions without refund if food or beverages are brought in from the outside.
- All alcoholic beverages must be dispensed only by hotel servers and bartenders. We reserve the right to decline service of alcohol for the safety of our guests. Kegs of beer and hosted bars will be removed from the room by 11pm, unless otherwise stated on contract.
- All federal, state and local laws will be strictly adhered to with regard to food and beverage purchase and consumption. We reserve the right to inspect and regulate all private meetings, banquets, and receptions in accordance with Hotel policy and established law.
- Authorized signatures required for any group billed charges added during the event that are not on the signed final Banquet Event Order. Persons authorized to charge to the master account include:
 1. Name: _____ Title: _____
 2. Name: _____ Title: _____

Menu Prices, Service Charges and Taxes

- All quoted prices and percentages are subject to change, and will be guaranteed 60 days prior to your function.
- All food, beverage, Audio Visual equipment and other services are subject to a taxable 20% service charge and applicable taxes.
- All tax rates listed are current rates. Applicable state and local taxes in effect at the time of check in will apply.
- All prices quoted include anticipated labor expenses. If a catering event does not start at the time indicated on the contract, or servers are unable to clear dishes immediately following service, you will incur additional labor charges at the cost of \$10 per hour for each server after a grace period of 10 minutes.
- Patrons requesting tax exemption must submit a copy of their tax exemption certificate prior to the scheduled function. Only payments made by the tax-exemption group are exempt from tax.
- One check is prepared for all banquet meals.

Payment

- A deposit must be paid at the time of the signing of the contract and will be held as guarantee of payment of additional charges. Any deposit not used as payment of final bill will be refunded within 14 days of the completion of the event.
- Payment of function can be, at the sole discretion of the hotel, in the form of credit card payment, approved direct billing, purchase order, or payment in full three (3) days prior to the event.
- If direct billing privileges have been granted, then payment in full is due within thirty (30) days of the event date. A 1.5% monthly interest rate will apply to all accounts past due.
- Functions will be subject to one master bill; individual payments cannot be received.
- If requested, banquet checks will be presented to the person in charge of the event for signing.

Guarantees

- Banquet guarantees are required no later than 72 hours prior to each meal function. Guarantees cannot be decreased after this time. Guarantees for Monday, Tuesday and Wednesday events must be received by noon the preceding Friday.
- If a guarantee is not submitted, the preliminary number indicated on the booking agreement will be considered the correct and guaranteed number. You will be charged for the number guaranteed or the number actually served, whichever is greater.
- Banquet and Meeting Room assignments are based on the anticipated number of guests. The Wilderness reserves the right to change room assignments up to 72 hours prior to each function.

Room Setup

- Room setup is as stated on the contract. Wilderness is not responsible for delays caused by changes made the day of the event. Any labor charges incurred due to such changes are the sole responsibility of the group.
- All decorations must meet the approval of the local fire department, and of the Wilderness. Affixing any materials to the wall or ceiling is prohibited, unless the hotel gives prior approval. No confetti or glitter is allowed in the rooms.
- Setup fees include labor costs and rental of standard meeting room equipment. Setup fees are subject to change with any additional labor or equipment.

Cancellation

- Catered events cancelled 6 months to 90 days of event date will be subject to 50% of estimated revenue. All events cancelled within 90-31 days of event date will be subject to 75% of estimated revenue. All events cancelled within 30 days of event date will be subject to 100% of estimated revenue. This includes all food, beverage, meeting room rental and AV equipment.
- All cancellation policies are subject to the terms in the sales and catering contract.
- Any and all deposits are non-refundable upon cancellation of your event.

Security

- The Wilderness Hotel and staff will not assume any responsibility for lost, stolen, or damaged items or equipment left in the resort following your event.
- All music events must conclude at 11:00pm.

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John M. Stumbo Elementary
Sales Manager: James Fetzer

- All events must end by contracted end time, unless prior approval has been granted. Approval may result in additional labor charges.

Damages

- Your group agrees to be responsible for any damage done to the premises, resort equipment, or other guests' property or equipment during the period of time which they are under your control, or an independent contractor which may be hired by you or your group.
- In the event that legal counsel is required by the Wilderness to receive payment, your group will be responsible for all attorneys' fees and any other legal expenses incurred.

Indemnification

- Your group shall indemnify and hold harmless Wilderness, its agents, owners, employees, affiliates and assigns, from and against any and all liabilities, penalties, demands, claims, causes of action, suits, losses, damages, costs and expenses of any kind (including costs of defense and reasonable attorneys' fees) caused in whole or in part by your group, arising out of or in connection with its use of the Wilderness facilities, or the area in proximity to the Wilderness facilities.

Jurisdiction

- This agreement will be interpreted according to the laws of the State of Tennessee.

Force Majeure

- Neither party shall be liable in damages for any default in performing hereunder if such default is caused by conditions beyond its control including, but not limited to Acts of God, acts of terrorism that directly prevent travel to Hotel, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected. In the event it becomes necessary for your group to cancel for reasons as outlined above, the resort will work with the group to reschedule event within the same calendar year without penalty.

Responsibility

- Performance of this contract is contingent upon the ability of the hotel management to complete the same, and is subject to the following: accidents: Governmental (federal, state or municipal) requisitions, restrictions upon travel, transportation, food beverages or supplies; and other causes whether enumerated herein or not that are beyond the control of management which prevents or interferes with contract performance and/or compliance. In no event shall the hotel be liable for loss of profit or other similar or dissimilar collateral or consequential damages, whether based on breach of contract, warranty or otherwise.
- The Wilderness has taken steps to implement recommended guidelines and protocols issued by the CDC and local public health officials for slowing the transmission of COVID 19. However, social distancing, handwashing and covering your mouth and nose with a facemask are your responsibility. The Wilderness cannot make guarantees regarding your health despite our reasonable efforts to mitigate COVID 19 exposure. By executing this agreement you are assuming full responsibility for any risk of illness, bodily injury, quarantine or death.

Terms and Conditions

This event is subject to the cancellation policy detailed above. Room rental (or lack thereof) is based on planned attendance and may, at the sole discretion of the hotel, be adjusted due to changes in final guarantee. All food, beverage, Audio Visual equipment and other services are subject to a taxable 20% service charge and applicable taxes. Rooms are subject to 12.75% tax.

Entire Agreement

- This document, along with any exhibits and attachments, constitutes the entire agreement between Wilderness and your group.

The above information is an agreement between John M. Stumbo Elementary and Wilderness at the Smokies. I have read the contract, along with the hotel's Group Booking Policies and Procedures printed above, and agree to the terms and conditions as well as any terms and conditions on any contract addendums which I may sign.

Client Approval:

Hotel Approval:

Donna Robinson

James Fetzer

Signature

Signature

Date

Date

Wilderness at the Smokies Resort 1424 Old Knoxville Hwy, Sevierville, TN 37876
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John M. Stumbo Elementary
Sales Manager: James Fetzer

Nikki Bounds
Director of Sales

Signature

Date

Please sign this agreement and return it to your Sales Representative by **Friday, March 8, 2024**. A countersigned copy will be returned to you upon request only.

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KNOXTRA-01

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/14/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER RSS Insurance 6236 Airpark Drive Suite B Chattanooga, TN 37421	CONTACT NAME: Yodi Suggs, CIC	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS: ysuggs@rssins.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : New York Marine And General Insurance Company		
INSURED Knoxville Transportation Group, LLC / Gentry Coach Company / Olympus Car And Coach 2519 Mitchell St Knoxville, TN 37917	INSURER B : Encova Insurance 14621	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		GL202300014330	7/12/2023	7/12/2024	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 25,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COM/OP AGG \$ 5,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		AU202300018498	7/12/2023	7/12/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N <input type="checkbox"/> N / A If yes, describe under DESCRIPTION OF OPERATIONS below		WCS3006595	11/4/2023	11/4/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E. L. EACH ACCIDENT \$ 1,000,000 E. L. DISEASE - EA EMPLOYEE \$ 1,000,000 E. L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Floyd County Board of Education
442 KY-550
Eastern, KY 41622

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE