

FLOYD COUNTY BOARD OF EDUCATION Tonya Horne-Williams, Superintendent 442 KY RT 550 Eastern, KY 41622 Gelephone (606) 886-2354 Fax (606) 886-4550

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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 Slone, Member - District 5

Date: September 29, 2025

Consent Agenda Item (Action Item): Betsy Layne High School is requesting approval to enter into an agreement with Five Star Parks & Attractions (Malibu Jacks). Junior and Senior class is visiting The Port of Ashland and will be eating lunch at Malibu Jacks on November 25, 2025.

<u>Applicable State or Regulations</u>: Board Policy 01.11 General Powers and Duties of the Board of Education.

<u>Budget/Financial Issues:</u> The event would not impact the board of education. The costs would be covered by Betsy Layne High School.

Background and Rationale: The current juniors and seniors will be visiting the Port of Ashland where there is a stunning collection of mixed media bronze sculptures of Genesis, Venus, and Vulcan. The sculptures are the largest group of bronze sculptures placed on a single site in the United States. Students will analyze how stories are interpreted across different forms of media, comparing the original text to sculptural interpretation, and reflect on how artistic choices shape meaning.

Standards Alignment

Kentucky ELA Standard RL.11-12.7

Analyze diverse media interpretations of a story, drama or poem, evaluating how each version interprets the source text.

<u>Recommended Action:</u> The Floyd County Board of Education allow Betsy Layne High School to visit The Port of Ashland and eat lunch at Malibu Jacks. The Floyd County Board of Education allow Betsy Layne High School to enter the agreement with Five Star Parks & Attractions to visit Malibu Jacks on November 25, 2025. The students will be transported via one Floyd County Schools transportation buses.

Contact Person(s):

Jody Roberts, principal

Brandi Justice, English teacher

The Floyd County Board of Education does not discriminate on the basis of race, color, national origin, age, religion, marital status, sex, or disability in employment, educational programs, or activities as set forth in Title IX & VI, and in Section 504.

Confirmation Agreement

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KSA Testing Celebration 62500-1

Five Star Parks & Attractions, Malibu Jacks - Ashland 10699 US 60 West Ashland, KY 41101

Primary Contact	Email Address	Telephone
Brandi Justice	brandi.justice@floyd.kyschools.us	M: (606) 213-5973

KSA Testing Celebration				
Date	Time	Location	Function	#
Tue, 11/25/2025	10:00am-1:00pm	Open Space	Duration of Event - 3 Hours	102

CONFIRMATION: The Client's signature on this agreement, returned within seven days (7) of creation date will confirm your reservation on a definite basis. If we do not receive this document by the deadline, we will release the space and have no obligation under this agreement.

EXPECTED GUEST COUNT: 102

MINIMUM EXPENDITURE: \$0.00. This is the minimum expenditure required to hold your event without additional fees. This amount refers to minimum food and beverage charges and does not decrease if attendance is reduced. Gratuities, Gift Certificates, State and Local sales tax do not contribute and are not applied to the minimum expenditure. Any unmet minimum expenditure will be charged on the final bill and is payable by the Client.

DEPOSIT AND PAYMENT: The non-refundable deposits and pre-payments are payable by Credit Card, Client Check or Wire Transfer.

- The first non-refundable deposit is due in the amount of.
- Upon conclusion of the entire event, one check will be prepared with all charges and deposits, and payment of any balance due is required at that time.
- All charges, including food, beverage and room rental are subject to state and local sales tax. Final Payments are payable by Cash, or Credit Card onsite.

SERVICE CHARGE: Our trained event team will take excellent care of your guests and we look forward to your feedback about your experience. All Event Set-Up, Break Down, Event Coordination, along with Food and Beverage prices are subject to an applicable service charge. You are responsible for the payment of all state sales tax incurred in connection with your event.

Service/Setup Charge: 0 %

CANCELLATION OF EVENT: You hereby authorize Malibu Jacks - Ashland to charge these fees and agree to pay these charges in accordance with this contract. The cancellation date is determined when the written cancellation is received by the Sales Manager. If the event is cancelled on or after 11/20/2025 all previously received deposits will be non-refundable.

CLIENT RESPONSIBILITIES: The Client agrees to begin and end the event at the scheduled times. Please update us three (3) days prior to the event with your final guest count. The Client agrees to assume full responsibility for the conduct of its guests. Damages resulting from any persons in attendance of an event will be charged to the Client.

RESPONSIBLE ALCOHOL SERVICE: It is our desire that our guests enjoy their dining experience with Malibu Jacks - Ashland by consuming in moderation. Malibu Jacks - Ashland intends to serve and sells alcohol in compliance with city and state regulatory laws. If at any time, we feel that a member of your party is showing signs of intoxication, we will no longer be able to continue the service of alcoholic beverages to that guest, regardless of the product purchased.

DATA PRIVACY: All personal data received in connection with the Client's event will be collected and protected in compliance with **Malibu Jacks - Ashland** Privacy Policy. Any personal data received in connection with the services provided under this Agreement will be considered confidential and proprietary information of the relevant person. **Malibu Jacks - Ashland** will only use such

confidential information to: i) perform services under this Agreement; ii) further a business relationship with the Client; or iii) send periodic mailings, email messages, and text/voice messages about special offers and promotions, including an opportunity to optout of any future correspondence. If an individual enrolls in or is already a member of Malibu Jacks - Ashland member club the terms and conditions of that program will govern.

DECORATIONS:

If we allow you to supply certain decorations, you will be responsible for complying with any applicable laws, regulations or permitting requirements. Please note that decorations may not be affixed to the walls of the facility, and that glitter, confetti, pinatas are not permitted. Candles will be supplied by the location and cannot be brought in by your party. Your vendors and suppliers may enter the facility no sooner than one hour prior to the scheduled beginning time of your event unless other arrangements are made with the Sales Team prior to your event.

EVENT BRIEFING:

Go Karts: Please keep your hair tied up above your shoulders. Aggressive Driving & bumping can potentially cause an incident. Be kind to your friends! If you are having trouble controlling your kart please let us know!

Inflatable/Bounce: Flipping or Gymnastic maneuvers will increase your chances of injury. We encourage playing with your friends but be aware of one another and spacing while bouncing!

Go Kart Operation: Before you take off on a race be sure you understand how the kart works and where the brake/gas are! If you need a rundown or have any issues steering please let one of our Team Members know!

Walk don't Run: We know you are excited but running in our parks can cause yourself or others to fall. Please be aware of your surroundings and keep your walk to a swift pace!

ADDENDUM: In the event either party is unable to perform its obligations under the terms of this Agreement because of acts of God, strikes, or decrees of governmental or military bodies, fire, casualty, flood, earthquake, war, strike, lockout, epidemics, pandemics (including the effects arising from Covid-19 or like pandemic) riot, insurrection, or other similar causes reasonably beyond either party's control, such party shall not be liable for damages to the other for any damages resulting from such failure to perform or otherwise from such causes. Best efforts will be used by both parties to try to reschedule, if necessary Print and sign this document and return to us via email, or sign electronically to confirm your date on a definite basis.

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Print and sign this document and return to us via email, or sign electronic	ically to confirm your date on a definite basis.	
Client Representative:	Date:	
** eSignature Requested on 09/29/2025	5 **	
Printed Name: Brandi Justice		
Derrick Harshbarger Dharshbarger@fivestarparks.com		

	[School Name] Les	son Plan 25-2	.6	
eacher's Name:	Subject / Grade	Date:		
Action and the second s	Kentucky Academic	Standards (KAS	5)	
	Rentacky Academic	<u> </u>		
SA Standard:				
	dia internationa of a story draw		lusting how each yer	cian interprets the
·	dia interpretations of a story, drar	na, or poem, evai	luating now each vers	sion interprets the
ource text.				
Act	vities / Strategies		Science/Social S	Studies
	villes / strategies		Compelling Question	
==1				
M			550 145 145 1500	
0			Supporting Questio	on(s):
N Interpreting M	yth Through Art -	The		
F 8	·			
Statues of Ashl	and			
Grade Level: 11th-1	2th Grade English			
1	of Ashland – The Statues	of Ashland		
The comment of the co			Accommodation	ıs
(venus, Genesis, vui	can by Ginés Serrán-Pag	all)		
			Reader	Extended Time
			Grade Modification Oral Assessment	Individual Reading Reduction of Work
Learning Target:			Scribe	Calculator
Learning Target.			Highlight Materials	Group Participation
Students will analyze he	w stories are interpreted acr	oss different	Brafarantial Capting	Peer Buddy
	ing the original text to sculpt		Preferential Seating	Oral Reading Modeling
	-			
interpretation, and rene	ect on how artistic choices sha	pe meaning.	Gifted & Talente	ed Modifications
			Instruction Enrichment	Assessment Enrichment
Success Criteria:			Choice Boards	Research
Success Criteria.			Typing Club	PBL Flexible Grouping
1. Identify key elen	ents from the original text.		Personalized Learning	Flexible Grouping
The state of the s			Technology/Digital	Resources
o I can sum	marize the main idea or theme	of the original		1.CJUITES
story.	vac viite iiiwiii vaca oi viitellite	- J or spinar		
Story.				
2 Analyza how the	sculpture represents that text			
2. Analyze now the	sculpture represents that text	L•		
2 Y Y	with a least the autiest autiest 1 1	a abaumatan an		
1	ribe how the artist portrayed the			
story using	g pose, expression, material, or	symbolism.		
	1.00		Levels of Learning	
3. Compare and ev	aluate differences in interpret	ation.		A MARINE MEN CONTRACTOR CONTRACTOR OF STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET,
			Level 1	
			Level 2	
			Level 3	

THE PARTY OF THE P		 I can explain how the sculpture reinforces, changes, or challenges the original story's message or tone. Use evidence from both sources to support their analysis. I can reference specific details from the text and the artwork to defend my interpretation. Communicate insights clearly (written or spoken). I can express my comparison in a well-organized 	Level 4 Level 5 Level 6
	Activi	response, discussion, or presentation.	
	•	Visit (Classroom) Briefly review the original passages (1 paragraph summaries or excerpt readings). Discuss how stories are adapted across media: text → film	
		→ music → visual art → sculpture.	
	2. On-S	Site Sculpture Study	
	Studer	nts rotate through Venus, Genesis, Vulcan, and complete:	
	•	Observation: What do you notice? Pose? Expression? Scale? Material?	
	9	Interpretation: What emotion or message is the artist	

2. On-Si

- emphasizing?
- Comparison: How does this version differ from the written text?
 - What was emphasized or left out?
 - Is the figure portrayed traditionally or reimagined?
 - o Is the tone romantic, powerful, peaceful, or something else?

3. Reflection / Exit Task

Pron	npt options (choose one):	
•	Written Response: "Choose one statue. How does Ginés Serrán-Pagán's interpretation reinforce or challenge the character's portrayal in the original text?"	
•	Quick Presentation / Pair Share: "If this sculpture were turned into a movie poster for the story, what would the tagline be and why?"	
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W E D		
T H U R S		
F R I		