



FAYETTE COUNTY PUBLIC SCHOOLS

Fayette County Board of Education Special Meeting

Virtual/Hybrid John D. Price Administration Building RM #150

December 02, 2021

5:30 PM

A. CALL TO ORDER

Tyler Murphy

B. PURPOSE OF MEETING

Tyler Murphy

Pursuant to KRS Chapter 61 notice is hereby given that on November 24, 2021 the Chair of the Fayette County Board of Education called a special meeting of the Board of Education for Thursday, **December 2, 2021**. This notice serves to advise the community and media that the Board's special meeting will be conducted at 5:30 pm in Room 150 of the John D. Price Building, 450 Park Place, but some board members will appear via video-conference. The meeting will also be live-streamed at fcps.net/virtual meeting for public viewing.

The purpose of the meeting is to discuss the District Strategic Plan, 2022 Board Calendar, Equity Work Session, Community Feedback on use of ESSER/ARP funds, the evaluation instrument for the Superintendent, and to consider the contract for the Board Lobbyist, and bids for Henry Clay HVAC project.

C. EXTEND WELCOME TO GUESTS

Tyler Murphy

D. ROLL CALL

Tanya Dailey

E. READING OF MISSION STATEMENT

Christy Morris

Our mission is to create a collaborative community that ensures all students achieve at high levels and graduate prepared to excel in a global society.

F. ROUTINE MATTERS:

1. Minutes of the November 29, 2021 Regular Board Meeting

2. Minutes of the November 29, 2021 Planning Work Session for December

G. ACTION ITEMS:

1. FCPS Lobbyist contract

Kyna Koch

2. Henry Clay HVAC

Myron Thompson

3. Superintendent's Evaluation Instrument

Tyler Murphy

H. DISCUSSION ITEMS

1. Strategic Plan

Demetrus Liggins

2. 2022 Board Calendar

Demetrus Liggins

3. Equity Work Session

Demetrus Liggins

I. REPORTS & COMMUNICATIONS

1. Review Community Feedback on use of ESSAR/ARP Funds

Soraya Matthews

J. MOTION MAKING AGENDA PART OF THE OFFICIAL BOARD MINUTES:

A motion is in order to "make the agenda dated December 2, 2021 on which

action has been taken at this meeting, a part of the minutes as if copied in the minutes verbatim"

K. ADJOURNMENT:

Tyler Murphy

Complete supplemental detail concerning this agenda is available for public review during normal business hours, 8:00 a.m. to 5:00 p.m. at the District Office.

RECORD OF BOARD PROCEEDINGS**(MINUTES)**

Board of Education Regular Meeting
November 29, 2021

The Fayette County Board of Education met in a hybrid virtual meeting with an in-person location in Room 150 of the John D. Price Administration Building, 450 Park Place, Lexington, KY 40511 at 5:30 p.m. on November 29, 2021 with the following members present:

Attendance Taken at: 5:37 p.m.

Present Board Members:

Ms. Amy Green

Mr. Tom Jones

Ms. Christy Morris

Mr. Tyler Murphy

Ms. Stephanie Aschmann Spires

Administration Present

Demetrus Liggins, Superintendent

Shelley Chatfield, General Counsel

Schuronda Morton, Acting Senior Director of Leadership

Myron Thompson, Chief Operating Officer

Kyna Koch, Acting Chief Financial Officer

A. CALL TO ORDER

Mr. Tyler Murphy called the meeting to order at 5:33 p.m.*

A.1. Roll Call

B. EXTEND WELCOME TO GUESTS

Mr. Tyler Murphy welcomed members of the public attending the meeting at the John D. Price Administration Building as well as those watching the board meeting online.

80782

Mr. Tyler Murphy acknowledged the tragic loss of two members of the Fayette County Public Schools family since the October action meeting – Paul Laurence High School student Sergio Arellano-Villarados and long-term substitute teacher Barry Turner, who retired from FCPS after decades of teaching chorus at Tates Creek High School.

C. MOMENT OF SILENCE

Mr. Tom Jones led the Moment of Silence.

D. PLEDGE OF ALLEGIANCE

Mr. Tom Jones led the Pledge of Allegiance.

E. READING OF MISSION STATEMENT

Mr. Tom Jones read the Mission Statement.

F. APPROVAL OF AGENDA

Motion Passed: *A motion to approve the agenda with any changes voiced, including the lifting of items J.7, J.8, J.9, & J.11 from the consent section for discussion, passed with a motion by Ms. Stephanie Aschmann Spires and a second by Mr. Tom Jones.*

Ms. Amy Green	Yes
Mr. Tom Jones	Yes
Ms. Christy Morris	Yes
Mr. Tyler Murphy	Yes
Ms. Stephanie Aschmann Spires	Yes

F.1. Addendum:

F.1.a. _____

F.1.b. _____

F.2. Deletions:

F.2.a. _____

F.2.b. _____

G. STUDENT PERFORMANCE:

G.1. Student Performance

G.1.a. Performance, Tates Creek Middle Orchestra

Each regular meeting of the Fayette County Board of Education features a student performance in an effort to spotlight our talented students and high-quality arts instruction. The November performance was from the seventh- and eighth-grade orchestra students from Tates Creek Middle school, who are busily preparing for their Winter Concert on December 2. Under the direction of

Megan Norris, the group performed “Tribal Dance” by Brian Balmages and “Scottish Bobber” by Larry Clark.

H. REPORTS AND COMMUNICATIONS:

H.1. Progress Reports

H.1.a. Superintendent’s Report

H.1.a.1. Academic Services

Superintendent Demetrus Liggins also extended a welcome to all guests and introduced Director of Secondary Teaching and Learning, Sherri Heise, and Chief of High Schools, James McMillin, to share information with the board about how the district is using Odysseyware to support student success.

H.1.a.2. Operations & Support

Chief Operating Officer Myron Thompson shared the November monthly construction progress report, noting that the Bates Creek High School construction project is 72% complete. The new building is slated to open in July of 2022

H.2. Remarks by Citizens (persons who have signed up to speak):

H.2.a. There are two opportunities for the public to address the Board:

I. ROUTINE MATTERS:

I.1. Minutes of the November 15, 2021 Special Board Meeting

Motion Passed: *A motion to approve the minutes of the November 15, 2021 special board meeting passed with a motion by Ms. Stephanie Aschmann Spires and a second by Ms. Christy Morris.*

Ms. Amy Green	Yes
Mr. Tom Jones	Yes
Ms. Christy Morris	Yes
Mr. Tyler Murphy	Yes
Ms. Stephanie Aschmann Spires	Yes

J. CONSENT ITEMS:

Motion Passed: *A motion to approve the items J1, J2, J3, J4, J5, J6, J10 on the consent calendar including any items added by addendum passed with a motion by Ms. Amy Green and a second by Ms. Stephanie Aschmann Spires.*

80784

Ms. Amy Green	Yes
Mr. Tom Jones	Yes
Ms. Christy Morris	Yes
Mr. Tyler Murphy	Yes
Ms. Stephanie Aschmann Spires	Yes

J.1. Award of Bids/ Proposals

J.2. Post Approval Report

J.3. Special and Other Leave of Absence

J.4. Professional Leave by District Personnel

J.5. Request for Extended Field Trips

J.6. Request for Shortened School Day

J.7. Rejection of current Bids for the Construction of the New Middle School on Polo Club Boulevard BG# 21-176 (*pulled and moved into action items by Board Member Ms. Stephanie Aschmann Spires*)

J.8. Rejection of current Bids for Third-Party Special Inspection Agreement for the Construction of the New Middle School on Polo Club Boulevard BG# 21-176 (*pulled and moved into action items by Board Member Ms. Stephanie Aschmann Spires*)

J.9. Rejection of current Bids for HVAC Testing and Balancing Services for the Construction of the New Middle School on Polo Club Boulevard BG# 21-176 (*pulled and moved into action items by Board Member Ms. Stephanie Aschmann Spires*)

J.8. Rejection of current Bids for Third-Party Special Inspection Agreement for the Construction of the New Middle School on Polo Club Boulevard BG# 21-176

J.10. Approval of a Proposed Change Order (No. Twenty-two) to the Contract for the Construction of the New Tates Creek High School BG# 20-082

J.11. Approval of Construction Documents and Approval to Advertise for the Construction of Softball Field House and Softball Dugouts (Phase 2) at Lafayette High School BG #21-342 (*pulled and moved into action items by Board Member Mr. Tom Jones*)

K. ACTION ITEMS:

K.1. Edgenuity/Odysseyware

Motion Passed: *A motion to approve a contract with Edgenuity to provide a one-year site license for Odysseyware passed with a motion by Ms. Stephanie Aschmann Spires and a second by Ms. Amy Green.*

Ms. Amy Green	Yes
Mr. Tom Jones	Yes
Ms. Christy Morris	Yes
Mr. Tyler Murphy	Yes
Ms. Stephanie Aschmann Spires	Yes

K.2. New Job Descriptions

Motion Passed: *A motion to approve the new job descriptions as listed and reviewed in the board planning meeting agenda on November 8, 2021 passed with a motion by Mr. Tom Jones and a second by Ms. Christy Morris.*

Ms. Amy Green	Yes
Mr. Tom Jones	Yes
Ms. Christy Morris	Yes
Mr. Tyler Murphy	Yes
Ms. Stephanie Aschmann Spires	Yes

K.3. Revised Job Descriptions

Motion Passed: *A motion to approve the revised job descriptions as listed and reviewed in the board planning meeting agenda on November 8, 2021 passed with a motion by Ms. Stephanie Aschmann Spires and a second by Ms. Christy Morris.*

Ms. Amy Green	Yes
Mr. Tom Jones	Yes
Ms. Christy Morris	Yes
Mr. Tyler Murphy	Yes
Ms. Stephanie Aschmann Spires	Yes

K.4. Incentive Pay Classified Hourly Staff

Motion Passed: *A motion to approve the recommended attendance incentive for classified hourly staff for approximately \$1.3 million passed with a motion by Ms. Christy Morris and a second by Ms. Amy Green.*

Ms. Amy Green	Yes
Mr. Tom Jones	Yes
Ms. Christy Morris	Yes
Mr. Tyler Murphy	Yes
Ms. Stephanie Aschmann Spires	Yes

K.5. 2021 Financial Records Audit

Motion Passed: *A motion to accept the independent audit report for the Fayette County Public Schools for the fiscal year ending June 30, 2021 as presented passed with a motion by Ms. Amy Green and a second by Ms. Stephanie Aschmann Spires.*

80786

Ms. Amy Green	Yes
Mr. Tom Jones	Yes
Ms. Christy Morris	Yes
Mr. Tyler Murphy	Yes
Ms. Stephanie Aschmann Spires	Yes

K.6. Monthly Financial Report

Discussion: Financial Accounting and Business Services Director Rodney Jackson provided the October monthly report reflecting total revenue of \$215 million and total expenditures of \$117 million including encumbrances. The balance sheet reflects total assets of \$126 million and total liabilities of \$9 million

Motion Passed: *A motion to accept the Monthly Treasurer's Report of Revenue/Expense reports as presented to the Board passed with a motion by Ms. Stephanie Aschmann Spires and a second by Ms. Amy Green.*

Ms. Amy Green	Yes
Mr. Tom Jones	Yes
Ms. Christy Morris	Yes
Mr. Tyler Murphy	Yes
Ms. Stephanie Aschmann Spires	Yes

K.7. (per amendment of the agenda requested by Board Member Ms. Stephanie Aschmann Spires) Rejection of current Bids for the Construction of the New Middle School on Polo Club Boulevard BG# 21-176

Discussion: Agenda items K.7, K.8, K.9 and K.11 were pulled from consent for discussion.

Motion Failed: *A motion to table the vote on K.7, K.8, and K.9 until a time to be determined failed with a motion by Ms. Stephanie Aschmann Spires and a second by Mr. Tom Jones.*

Ms. Amy Green	No
Mr. Tom Jones	Yes
Ms. Christy Morris	No
Mr. Tyler Murphy	No
Ms. Stephanie Aschmann Spires	Yes

Motion Passed: *A motion to reject all bids received on October 26, 2021 for the construction of the new middle school on Polo Club Boulevard passed with motion by Ms. Amy Green and a second by Ms. Christy Morris.*

Ms. Amy Green	Yes
Mr. Tom Jones	No
Ms. Christy Morris	Yes
Mr. Tyler Murphy	Yes
Ms. Stephanie Aschmann Spires	Yes

K.8. (per amendment of the agenda requested by Board Member Ms. Stephanie Aschmann Spires) Rejection of current Bids for Third-Party Special Inspection Agreement for the Construction of the New Middle School on Polo Club Boulevard BG# 21-176

Motion Passed: *A motion to reject all bids received for the Third Party Special Inspections for the construction of the new middle school on Polo Club Boulevard passed with motion by Ms. Amy Green and a second by Ms. Christy Morris.*

Ms. Amy Green	Yes
Mr. Tom Jones	No
Ms. Christy Morris	Yes
Mr. Tyler Murphy	Yes
Ms. Stephanie Aschmann Spires	Yes

K.9. (per amendment of the agenda requested by Board Member Ms. Stephanie Aschmann Spires) Rejection of current Bids for HVAC Testing and Balancing Services for the Construction of the New Middle School on Polo Club Boulevard BG# 21-176

Motion Passed: *A motion to reject all bids received for the HVAC Testing and Balancing Services for the construction of the new middle school on Polo Club Boulevard passed with motion by Ms. Amy Green and a second by Ms. Christy Morris.*

Ms. Amy Green	Yes
Mr. Tom Jones	No
Ms. Christy Morris	Yes
Mr. Tyler Murphy	Yes
Ms. Stephanie Aschmann Spires	Yes

K.10. (per amendment of the agenda requested by Board Member Mr. Tom Jones) Approval of Construction Documents and Approval to Advertise for the Construction of Softball Field House and Softball Dugouts (Phase 2) at Lafayette High School BG #21-342

Motion Passed: *A motion to approve the Construction Documents and Advertisement for Bids for the construction of Softball Field House and Softball Dugouts (Phase 2) at Lafayette High School, subject to the approval of the Kentucky Department of Education, District Facilities Branch, per the provisions of 702 KAR 4:160.*

80788

Ms. Amy Green	Yes
Mr. Tom Jones	Yes
Ms. Christy Morris	Yes
Mr. Tyler Murphy	Yes
Ms. Stephanie Aschmann Spires	Yes

L. INFORMATIONAL ITEMS

L.1. School Activity Funds Report

L.2. Personnel Changes

L.3. Budget Transfer Report

L.4. Position Control Document

M. ORAL COMMUNICATIONS:

M.1. Public

Discussion: The following individual shared comments with the Board related to purchasing/fundraising and COVID-19 quarantines: Chris Gancio and Matthew Vied.

M.2. Board Request Summary

M.2.a. _____

M.2.b. _____

M.2.c. _____

M.3. Other Business

M.3.a. Board Discussion of Board Work

M.3.b. Staff

N. MOTION MAKING AGENDA PART OF THE OFFICIAL BOARD MINUTES:

Motion Passed: *A motion to make the agenda dated November 29, 2021 on which action has been taken at this meeting a part of the minutes as if copied in the minutes verbatim passed with a motion by Ms. Stephanie Aschmann Spires and a second by Ms. Amy Green.*

Ms. Amy Green	Yes
Mr. Tom Jones	Yes
Ms. Christy Morris	Yes
Mr. Tyler Murphy	Yes
Ms. Stephanie Aschmann Spires	Yes

O. CLOSED SESSION:

O.1. Reconvene in Open Session

P. ADJOURNMENT:

Motion Passed: *A motion to adjourn the meeting at 8:38 p.m.* passed with a motion by Ms. Stephanie Aschmann Spires and a second by Ms. Amy Green.*

Ms. Amy Green	Yes
Mr. Tom Jones	Yes
Ms. Christy Morris	Yes
Mr. Tyler Murphy	Yes
Ms. Stephanie Aschmann Spires	Yes

Tyler Murphy, Board Chair

Demetrus Liggins, Superintendent and
Secretary to the Board

RECORD OF BOARD PROCEEDINGS**(MINUTES)**

Fayette County Board of Education December Planning Meeting
November 29, 2021

The Fayette County Board of Education met in a hybrid virtual meeting with an in-person location in Room 150 of the John D. Price Administration Building, 450 Park Place, Lexington, KY 40511 at 6:32 p.m. on November 29, 2021 with the following members present:

Attendance Taken at: 6:32 p.m.

Present Board Members:

Ms. Amy Green

Mr. Tom Jones

Ms. Christy Morris

Mr. Tyler Murphy

Ms. Stephanie Aschmann Spires

Administration Present

Demetrus Liggins, Superintendent

Shelley Chatfield, General Counsel

Schuronda Morton, Acting Senior Director of Leadership

Myron Thompson, Chief Operating Officer

Kyna Koch, Acting Chief Financial Officer

A. CALL TO ORDER

Mr. Tyler Murphy called the meeting to order at 6:32 p.m.

A.1. Roll Call**B. EXTEND WELCOME TO GUESTS**

Mr. Tyler Murphy welcomed members of the public attending the meeting at the John D. Price Administration Building as well as those watching the board meeting online.

C. MOMENT OF SILENCE

80781

D. PLEDGE OF ALLEGIANCE

E. READING OF MISSION STATEMENT

F. APPROVAL OF AGENDA

1. Addendum:

a. _____

b. _____

2. Deletions:

a. _____

b. _____

G. RECOGNITIONS & INTRODUCTIONS:

G.1. Special Recognition, Dr. Marlene Helm

G.2. Student Performance

G.2.a. Performance, Brenda Cowan Elementary

H. REPORTS AND COMMUNICATIONS:

H.1. Progress Reports

H.1.a. Superintendent's Report

Superintendent Liggins welcomed members of the public attending the meeting at the John D. Price Administration Building as well as those watching the board meeting online and then provided an overview of the action meeting for December 13, 2021.

H.1.a.1. Academic Services

H.1.a.2. Operations & Support

H.2. Remarks by Citizens (persons who have signed up to speak):

H.2.a. There are two opportunities for the public to address the Board:

I. ROUTINE MATTERS:

J. CONSENT ITEMS:

J.1. Award of Bids/Proposals

J.2. Post Approval Placeholder

J.3. Special and Other Leave of Absence

K. ACTION ITEMS:

L. PLANNING DISCUSSION:

L.1. Health Services Report 2020-21

Discussion: Health Services Coordinator Debbie Boian provided a report of the clinical work provided by the Lexington Fayette County Health Department, and Healthfirst Bluegrass during the 2020-2021 school year.

L.2. Comprehensive District Improvement Plan (CDIP) 2021-2022 (Action for Regular Meeting)

Discussion: Associate Director of Assessment Literacy Brooke Stinson provided an overview of the 2021-2022 Comprehensive District Improvement Plan (CDIP), which the board will consider at its action meeting.

L.3. ACT Contract (Action for Regular Meeting)

Discussion: Associate Director of Assessment Literacy Brooke Stinson responded to questions about the administration of the ACT.

L.4. FCPS Governance Manual DRAFT (2nd Reading)

Discussion: Board members discussed clarifications to sections of the manual related to communication and placing items on the board meeting agenda. Board Attorney Josh Salisbury responded to questions and provided legal guidance during the discussion. Changes will be made to the draft manual, which will be brought back to the board for formal adoption at its regular December meeting.

L.5. SY 2021-2022 Mid-Year Adult Meal Price Increase (Action for Regular Meeting)

Discussion: Child Nutrition Director Michelle Coker provided information about a proposed increase in the cost of school cafeteria meals for adults, which the board will be asked to consider at its action meeting.

L.6. Transportation Services (Action for Regular Meeting)

Discussion: Chief Operating Officer Myron Thompson shared additional information on a proposal to help ensure consistent transportation service for students and families. A nationwide bus driver shortage has impacted Fayette County Public Schools significantly and led to unprecedented cancellations and delays of school bus service. District leaders have explored innovative solutions and alternative models and recommends contracting with the National Association of Pupil Transportation (NAPT) Collaborative to provide van transportation for select routes that serve small numbers of students. This strategy has worked successfully in school districts across the country. The proposal is to implement this model in January 2022 for up to 10 vans. Board Chair Tyler Murphy emphasized that this is not an attempt to privatize school bus transportation.

L.7. Language Line Contract (Action for Regular Meeting)

80783

Discussion: Director of English Learners and Gifted and Talented Services Lori Bowen, District Liaison for Interpreting and Translation Services Jessica Sanchez, and Leestown Middle School English Learners Teacher Emily Lawson shared information on the services provided for multilingual families and the use of Language Line to provide telephonic interpretation for our district.

L.8. My Teaching Strategies (MTP-S) (Action for Regular Meeting)

Discussion: Director of Secondary Teaching and Learning Sherri Heise provided information on the My Teaching Strategies proposed research and professional development project.

L.9. Monthly Financial (Action for Regular Meeting)

M. INFORMATIONAL ITEMS

M.1. Personnel Changes

M.2. School Activity Funds Placeholder

M.3. Position Control Document

N. ORAL COMMUNICATIONS:

N.1. Public

N.2. Board Request Summary

N.2.a. _____

N.2.b. _____

N.2.c. _____

N.3. Other Business

N.3.a. Board Discussion of Board Work

N.3.b. Staff

O. MOTION MAKING AGENDA PART OF THE OFFICIAL BOARD MINUTES:

Motion Passed: *A motion to make the agenda dated November 29, 2021 on which action has been taken at this meeting a part of the minutes as if copied in the minutes verbatim, passed with a motion by Ms. Amy Green and a second by Ms. Christy Morris.*

Ms. Amy Green	Yes
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Mr. Tom Jones	Yes
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Ms. Christy Morris	Yes
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Mr. Tyler Murphy	Yes
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Ms. Stephanie Aschmann Spires	Yes
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P. CLOSED SESSION:

P.1. Reconvene in Open Session

Q. ADJOURNMENT:

Motion Passed: *A motion to adjourn the meeting at 7:40 p.m. passed with a motion by Ms. Amy Green and a second by Ms. Stephanie Aschmann Spires.*

Ms. Amy Green	Yes
Mr. Tom Jones	Yes
Ms. Christy Morris	Yes
Mr. Tyler Murphy	Yes
Ms. Stephanie Aschmann Spires	Yes

Tyler Murphy, Board Chair

Demetrus Liggins, Superintendent and
Secretary to the Board



FAYETTE COUNTY PUBLIC SCHOOLS

**Executive Summary
Fayette County Public Schools Board Meeting
Agenda Item**

MEETING: Special Meeting

DATE: 12/2/2021

TOPIC: Approve a contract for Lobbying Services

PREPARED BY: Kyna Koch

Recommended Action on: 12/2/2021

Action Item for Vote (SPECIAL MEETING)

Superintendent Prior Approval: Yes

Recommendation/Motion: A motion is in order to approve a contract with _____ for lobbying services for the period January 1, 2022 through December 31, 2022.

Background/Rationale: As a public school district, FCPS operates within the statutory framework established by the Kentucky General Assembly, and the related regulatory framework of the Kentucky Department of Education, Education Professional Standards Board and other Executive Branch departments. Thus, the actions and policy decisions of state government have a significant impact on the District's work. Therefore, the Board has indicated a desire to enter into a contract with a lobbying service to: Provide strategic guidance to assist the leadership and governance of FCPS to develop and implement strategies to further the legislative and intergovernmental interests of the district; work collaboratively with FCPS staff to effectively frame issues and communicate with state-level decision makers, in coordination with FCPS engagement with stakeholders and the public in general; and, work with FCPS to expand the network of individuals and organizations, within Fayette County and across the state, who are engaged in a collaborative effort to support improvements to the system of public education in Kentucky.

Policy: N/A

Fiscal Impact: Approximately \$60,000 annually

Attachments(s): Contract with Babbage Cofounder and Contract with Piper-Smith

CONTRACT

THIS CONTRACT is entered into this 2nd day of December, 2021, by and between the **BOARD OF EDUCATION OF FAYETTE COUNTY, KENTUCKY**, 450 Park Place, Lexington, Kentucky 40511 ("Board") and **Babbage Cofounder, 350 E. Short Street, Suite 212, Lexington KY 40507** ("Second Party").

A. PARTIES:

The Board of Education of Fayette County, Kentucky, and Fayette County Public Schools has established the need to **contract for lobbying/representative services with Kentucky State Government entities** and has determined that this need cannot be met by existing district staff.

Babbage Cofounder provides **lobbying/representative services** and has expertise or needed products as described herein.

B. PURPOSE:

The purpose of this contract is to improve the availability of **lobbying/representative services with Kentucky State Government**.

NOW, THEREFORE, for and in consideration of the mutual promises set out herein, it is hereby agreed by and between the parties hereto as follows:

1. The Second Party shall provide to the **Board of Education of Fayette County and Fayette County Public Schools**, as an independent contractor, services under the direction of **Tyler Murphy, Board Chair and Demetrus Liggins, Superintendent, Fayette County Public Schools**.

2. The second party shall provide **lobbying services for the period January 1, 2022 through December 31, 2022**.

3. The Board agrees to pay the Second Party for the services/products provided in this contract the amount of \$5000 monthly. Additional expenses to be reimbursed are **filing fees of \$500 for the Executive Branch Ethics Commission and \$250 for the Legislative Branch Ethics Commission**, with a total amount of this contract not exceeding **\$ 60,750**

4. The Second Party shall provide to the Fayette County Board of Education an invoice for services rendered under this contract and any agreed upon expenses to be reimbursed. Unless otherwise stated, travel and per diem shall be reimbursed based upon the district's current travel policies.

5. The Second Party is not debarred or suspended or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

6. This contract may be re-negotiated based upon, but not limited to, increases in services to participants. Any modifications shall be agreed to in writing and signed by both parties.

7. The staff providing services to the Board herein are employees of the Second Party and shall not represent to anyone that they are employees or agents of the Board.

8. Either party shall have the right to terminate this agreement at any time upon a fourteen (14) day written notice, either personally delivered or served by some form of return receipt mail evidencing delivery, to the other party.

9. Each of the parties agrees to comply with all applicable law concerning the performance of the provisions of this contract.

10. The Second Party certifies that it shall not discriminate in any of the services performed in connection with this contract or in any program or activity it operates on the basis of race, color, national origin, religion, age, creed, political affiliation, marital status, sex, or disabling condition.

11. The Second Party certifies that it has read and will comply with the Family Education Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g; 34 CFR Part 99).

12. Any contractor who is working with students on a regularly scheduled and continuing basis pursuant to a written agreement for the purpose of providing services directly to a student or students as part of a school-sponsored program or activity must submit to a national and state criminal history background check by the Department of Kentucky State Police and the Federal Bureau of Investigation and have a letter, provided by the individual, from the Cabinet for Health and Family Services ("CHFS") stating the contractor is clear to hire based on no finding of substantiated child abuse or neglect found through a background check of child abuse and neglect records maintained by the Cabinet for Health and Family Services. The required background checks and letter from CHFS must be submitted to the FCPS Human Resources Office prior to the beginning of work. Failure to comply with this statute will be considered a breach of contract and will subject the contract to cancellation without penalty.

13. KRS 45A.455 PROHIBITS CONFLICTS OF INTEREST, GRATUITIES, AND KICKBACKS TO EMPLOYEES OF THE BOARD OF EDUCATION IN CONNECTION WITH CONTRACTS FOR SUPPLIES OR SERVICES WHETHER SUCH GRATUITIES OR KICKBACKS ARE DIRECT OR INDIRECT. KRS 45A.990 PROVIDES SEVERE PENALTIES FOR VIOLATIONS OF THE LAWS RELATING TO GRATUITIES OR KICKBACKS TO EMPLOYEES WHICH ARE DESIGNED TO SECURE A PUBLIC CONTRACT FOR SUPPLIES OR SERVICES.

14. If any section, paragraph, or clause of this contract shall be held invalid by any court of competent jurisdiction, the invalidity of said section, paragraph, or clause shall not affect any remaining provisions herein.

15. This contract is deemed to be made under and shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

16. Venue for any legal action filed concerning this contract shall be Fayette County, Kentucky.

17. This writing reflects the entire agreement between the parties. No change or modification of this Agreement shall be valid or binding upon the parties hereto, nor shall any waiver of any terms or conditions hereof be deemed a waiver of such terms or conditions in the future, unless such change, modification or waiver shall be in writing and signed by the parties hereto.

18. This agreement will be in effect from January 1, 2022, through December 31, 2022, unless terminated by either party as defined in Paragraph 8. The agreement may be renewed annually based upon evaluation of the effectiveness of the agreement in meeting the goals set forth herein and funding availability.

IN WITNESS WHEREOF, the parties have executed this contract the day, month, and year above written.

Principal/Director's Approval

**BOARD OF EDUCATION OF FAYETTE COUNTY
KENTUCKY**

Date

Dr. Demetrus Liggins, Superintendent

Date

Name of Second Party

Date

CONTRACT

THIS CONTRACT is entered into this 2nd day of December, 2021, by and between the **BOARD OF EDUCATION OF FAYETTE COUNTY, KENTUCKY**, 450 Park Place, Lexington, Kentucky 40511 ("Board") and **Piper-Smith, LLC, 2402 Stonehurst Drive, Louisville, KY 40242** ("Second Party").

A. PARTIES:

The Board of Education of Fayette County, Kentucky, and Fayette County Public Schools has established the need to **contract for lobbying/representative services with Kentucky State Government entities** and has determined that this need cannot be met by existing district staff.

Piper-Smith provides **lobbying/representative services** and has expertise or needed products as described herein.

B. PURPOSE:

The purpose of this contract is to improve the availability of **lobbying/representative services with Kentucky State Government**.

NOW, THEREFORE, for and in consideration of the mutual promises set out herein, it is hereby agreed by and between the parties hereto as follows:

1. The Second Party shall provide to the **Board of Education of Fayette County and Fayette County Public Schools**, as an independent contractor, services under the direction of **Tyler Murphy, Board Chair and Demetrus Liggins, Superintendent, Fayette County Public Schools**.

2. The second party shall provide **lobbying services for the period December 2, 2021 through December 31, 2022**.

3. The Board agrees to pay the Second Party for the services/products provided in this contract the amount of **\$4750 monthly**. Additional expenses to be reimbursed are **\$0**, with a total amount of this contract not exceeding **\$61,750**.

4. The Second Party shall provide to the Fayette County Board of Education an invoice for services rendered under this contract and any agreed upon expenses to be reimbursed. Unless otherwise stated, travel and per diem shall be reimbursed based upon the district's current travel policies.

5. The Second Party is not debarred or suspended or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

6. This contract may be re-negotiated based upon, but not limited to, increases in services to participants. Any modifications shall be agreed to in writing and signed by both parties.

7. The staff providing services to the Board herein are employees of the Second Party and shall not represent to anyone that they are employees or agents of the Board.

8. Either party shall have the right to terminate this agreement at any time upon a fourteen (14) day written notice, either personally delivered or served by some form of return receipt mail evidencing delivery, to the other party.

9. Each of the parties agrees to comply with all applicable law concerning the performance of the provisions of this contract.

10. The Second Party certifies that it shall not discriminate in any of the services performed in connection with this contract or in any program or activity it operates on the basis of race, color, national origin, religion, age, creed, political affiliation, marital status, sex, or disabling condition.

11. The Second Party certifies that it has read and will comply with the Family Education Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g; 34 CFR Part 99).

12. Any contractor who is working with students on a regularly scheduled and continuing basis pursuant to a written agreement for the purpose of providing services directly to a student or students as part of a school-sponsored program or activity must submit to a national and state criminal history background check by the Department of Kentucky State Police and the Federal Bureau of Investigation and have a letter, provided by the individual, from the Cabinet for Health and Family Services ("CHFS") stating the contractor is clear to hire based on no finding of substantiated child abuse or neglect found through a background check of child abuse and neglect records maintained by the Cabinet for Health and Family Services. The required background checks and letter from CHFS must be submitted to the FCPS Human Resources Office prior to the beginning of work. Failure to comply with this statute will be considered a breach of contract and will subject the contract to cancellation without penalty.

13. KRS 45A.455 PROHIBITS CONFLICTS OF INTEREST, GRATUITIES, AND KICKBACKS TO EMPLOYEES OF THE BOARD OF EDUCATION IN CONNECTION WITH CONTRACTS FOR SUPPLIES OR SERVICES WHETHER SUCH GRATUITIES OR KICKBACKS ARE DIRECT OR INDIRECT. KRS 45A.990 PROVIDES SEVERE PENALTIES FOR VIOLATIONS OF THE LAWS RELATING TO GRATUITIES OR KICKBACKS TO EMPLOYEES WHICH ARE DESIGNED TO SECURE A PUBLIC CONTRACT FOR SUPPLIES OR SERVICES.

14. If any section, paragraph, or clause of this contract shall be held invalid by any court of competent jurisdiction, the invalidity of said section, paragraph, or clause shall not affect any remaining provisions herein.

15. This contract is deemed to be made under and shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

16. Venue for any legal action filed concerning this contract shall be Fayette County, Kentucky.

17. This writing reflects the entire agreement between the parties. No change or modification of this Agreement shall be valid or binding upon the parties hereto, nor shall any waiver of any terms or conditions hereof be deemed a waiver of such terms or conditions in the future, unless such change, modification or waiver shall be in writing and signed by the parties hereto.

18. This agreement will be in effect from December 2, 2021, through December 31, 2022, unless terminated by either party as defined in Paragraph 8. The agreement may be renewed annually based upon evaluation of the effectiveness of the agreement in meeting the goals set forth herein and funding availability.

IN WITNESS WHEREOF, the parties have executed this contract the day, month, and year above written.

Principal/Director's Approval

**BOARD OF EDUCATION OF FAYETTE COUNTY
KENTUCKY**

Date

Dr. Demetrus Liggins, Superintendent

Date

Name of Second Party

Date



FAYETTE COUNTY PUBLIC SCHOOLS

Executive Summary
Fayette County Public Schools Board Meeting
Agenda Item

MEETING: Special Called Meeting

DATE: 12/2/2021

TOPIC: Henry Clay HVAC Maintenance Project

PREPARED BY: Myron Thompson

Recommended Action on: 12/13/2021

Superintendent Prior Approval: Yes

Recommendation/Motion: A motion is order to approve the replacement of HVAC units at Henry Clay High School in the approximate amount of \$8,549,288 and GRW as the design consultant.

Background/Rationale: Henry Clay High School was constructed in 1971 and was renovated in 2002. The multi-zone rooftop HVAC system was included in Phase I of the renovation and was replaced in 1996. Over the last few years, several problems have arisen with the system resulting in down time and thermal comfort issues for students and staff. The Division of Maintenance has determined that the HVAC equipment has exceeded its expected operational life and is in need of replacement. Replacement of the mechanical equipment, revisions to the existing temperature controls and electrical support is required as replacement parts are difficult to find or in some cases are no longer available. Staff recommends contracting with GRW, a local full-service engineering, architectural, and geospatial consulting firm that has history with FCPS and the HVAC issues at Henry Clay. If approved, the project would bid in early 2022 and the work would start during the summer of 2022 to complete by the start of the 2022 school year. At this time the Board's approval is requested to allow this work to move forward and select GRW as the engineer for the project.

Policy: 05.2

Fiscal Impact: Estimated \$8,549,288

Attachments(s): Agenda Item HVAC at HCHS

APPROVAL OF HVAC REPLACEMENT AT HENRY CLAY HIGH SCHOOL AND SELECTION OF THE DESIGN CONSULTANT

BACKGROUND: Henry Clay High School was constructed in 1971 and was renovated in 2002. The multi-zone rooftop HVAC system was included in Phase I of the renovation and was replaced in 1996. Over the last few years, several problems have arisen with the system resulting in down time and thermal comfort issues for students and staff. The Division of Maintenance has determined that the HVAC equipment has exceeded its expected operational life and is in need of replacement. Replacement of the mechanical equipment, revisions to the existing temperature controls and electrical support is required as replacement parts are difficult to find or in some cases are no longer available. Staff recommends utilizing ESSR/ARP funding to address this maintenance project and contracting with GRW, a local full-service engineering, architectural, and geospatial consulting firm that has history with FCPS and the HVAC issues at Henry Clay. If approved, the project would bid in early 2022 and the work would start during the summer of 2022 to complete by the start of the 2022 school year. At this time the Board's approval is requested to allow this work to move forward and select GRW as the engineer for the project.

PROPOSAL: Based on the rationale above, the estimated cost is:

	<u>Project Budget</u>
Total Construction Cost:	\$7,803,681
Architect/Engineer Fee:	\$250,422
Contingencies:	\$395,185
HVAC Balancing:	\$100,000
Total Estimated Cost:	\$8,549,288

FUNDING SOURCE:

Fund	Org. Code	Object Code	Project Code
ESSR/ARP			

STAFF CONTACT: Myron Thompson, Chief Operating Officer, 381-4165

REFERENCE: Board Policy 01.1 – General Powers and Duties of Board


RECOMMENDATION: A motion is in order to:

“Approve the replacement of HVAC units at Henry Clay High School in the approximate amount of \$8,549,288 and GRW as the design consultant.”

On a motion by _____, and seconded by _____, the Board approved the replacement of the HVAC at Henry Clay High School in the approximate amount of \$8,549,288 and approved GRW as the design consultant.

Tyler Murphy, Chair

Demetrus Liggins, Superintendent

 engineering architecture geospatial	Project: Henry Clay High School			
	Lexington, KY			
	Owner: Fayette County Public Schools			
	Project No.	4973		
New HVAC System Construction Budget Estimate	Date:	10/14/2021		
	Estimator:	GRW	Type:	Conceptual
	Number of Units	Units of Measure	Unit Cost	Total Cost
Description				
<i>New Custom Multi-zone Units</i>				
HVAC				
24 Multi-zone Units + 3 Single Zone Units (2-Café & 1-connector) Equip.	1	lump	\$3,192,000	\$3,192,000
27 rooftop unit installation	1	lump	\$800,000	\$800,000
5 split system units equip. serving Kitchen, Locker Rms, & Gym	1	lump	\$245,000	\$245,000
5 split system units installation serving Kitchen, Locker Rms, & Gym	1	lump	\$175,000	\$175,000
Kitchen MAU/EF for existing hood equipment/installation	1	lump	\$41,000	\$41,000
Controls - Full Turnkey (Automated Logic)	1	lump	\$150,000	\$150,000
TAB - (air side)	1	lump	\$100,000	\$100,000
Duct Cleaning	243,178	SF	\$0.25	\$60,795
Replace @1300 LF of hydronic piping insulation	1	lump	\$50,000.00	\$50,000
Bi-Polar Ionization for single zone units	8	ea	\$5,000.00	\$40,000
Subtotal HVAC				\$4,853,795
Electrical				
Required electrical modifications for upsize of electric RTU	3	ea	\$9,000	\$27,000
Required electrical modifications for similar size of electric RTU	24	ea	\$1,500	\$36,000
Required electrical modifications for split system units	5	ea	\$9,000	\$45,000
Required electrical modifications for Kitchen MAU/EF	4	ea	\$1,500	\$6,000
Duct smoke/fire alarm modifications	32	ea	\$750	\$24,000
Subtotal Electrical				\$138,000
Other				
Replace Ceiling Tile and Grid (50%)	121,589	SF	\$5.50	\$668,740
SUBTOTAL ALL DISCIPLINES				\$4,991,795
Renovation Factor			25%	\$1,247,949
General Conditions. Overhead and Profit			15%	\$748,769
Davis Bacon Wage Rates per ESSER funding			15%	\$748,769
Additional year warranty for parts to get to two (2) years total	32	ea	\$5,200	\$166,400
Estimated New Work Construction Budget:				\$7,903,681
GRW Fee (1/2 of KDE fee without wage rate calc):				\$250,422
Grand Total Project Budget:				\$8,154,103

REMARKS:

- Pricing is based on Seasons 4 Custom units to replace the 24 existing Multi-zone units and standard commercial rooftop equipment on the other 3 single zone units feeding the cafeteria and connector. Reuse existing roof curbs. Includes programming and startup. The electrical connections will be within the existing range of the current multi-zone equipment. The electrical will need to be upgraded for the 3 single zone units.
- The controls are based on Automated Logic and will include new thermostats, controllers, graphics, etc. for remote access to all new rooftop equipment. This price also includes the installation of new wiring from each zone to the new thermostats.

Description	Number of Units	Units of Measure	Unit Cost	Total Cost
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3. Standard Warranty is one (1) year parts, five (5) year compressor, and fifteen (15) year cabinet for Seasons 4. An additional year of parts warranty has been included above if desired.

4. Current Lead Time for Seasons 4 equipment is 16 -32 weeks.

5. The split system units for the two locker rooms and one unit for the kitchen will be replaced in the same locations as the existing equipment. The two split system units for the gymnasium will be replaced with rooftop units that will sit outside on the ground and be ducted up to connect to the existing ductwork. The existing indoor units locations for the gymnasium will not allow for replacement in the same place.

CONTRACT

THIS CONTRACT is entered into this 15th day of November, 2021, by and between the BOARD OF EDUCATION OF FAYETTE COUNTY, KENTUCKY, 450 Park Place, Lexington, Kentucky 40511 ("Board") and GRW, 801 Corporate Dr # 4, Lexington, KY 40503 ("Second Party").

A. PARTIES:

The Board of Education of Fayette County, Kentucky, Division of Maintenance has established the need to engineer HVAC equipment replacement and has determined that this need cannot be met by existing district staff.

GRW provides engineering services and has expertise or needed products as described herein.

B. PURPOSE:

The purpose of this contract is to improve the availability of HVAC equipment at Henry Clay High School.

NOW, THEREFORE, for and in consideration of the mutual promises set out herein, it is hereby agreed by and between the parties hereto as follows:

1. The Second Party shall provide to the Division of Maintenance as an independent contractor, services under the direction of Prenell Mitchell, Director.

2. The second party shall provide engineering services for a maintenance project to replace all rooftop equipment for the HVAC systems at Henry Clay High School. The services shall include bidding documents (specifications and drawings) and construction administration services through the end of the project.

3. The Board agrees to pay the Second Party for the services/products provided in this contract the amount of \$250,422. Additional expenses to be reimbursed are none, with a total amount of this contract not exceeding \$250,422

4. The Second Party shall provide to the Fayette County Board of Education an invoice for services rendered under this contract and any agreed upon expenses to be reimbursed. Unless otherwise stated, travel and per diem shall be reimbursed based upon the district's current travel policies.

5. The Second Party is not debarred or suspended or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

6. This contract may be re-negotiated based upon, but not limited to, increases in services to participants. Any modifications shall be agreed to in writing and signed by both parties.

7. The staff providing services to the Board herein are employees of the Second Party and shall not represent to anyone that they are employees or agents of the Board.

8. Either party shall have the right to terminate this agreement at any time upon a fourteen (14) day written notice, either personally delivered or served by some form of return receipt mail evidencing delivery, to the other party.

9. Each of the parties agrees to comply with all applicable law concerning the performance of the provisions of this contract.

10. The Second Party certifies that it shall not discriminate in any of the services performed in connection with this contract or in any program or activity it operates on the basis of race, color, national origin, religion, age, creed, political affiliation, marital status, sex, or disabling condition.

11. The Second Party certifies that it has read and will comply with the Family Education Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g; 34 CFR Part 99).

12. Any contractor who is working with students on a regularly scheduled and continuing basis pursuant to a written agreement for the purpose of providing services directly to a student or students as part of a school-sponsored program or activity must submit to a national and state criminal history background check by the Department of Kentucky State Police and the Federal Bureau of Investigation and have a letter, provided by the individual, from the Cabinet for Health and Family Services ("CHFS") stating the contractor is clear to hire based on no finding of substantiated child abuse or neglect found through a background check of child abuse and neglect records maintained by the Cabinet for Health and Family Services. The required background checks and letter from CHFS must be submitted to the FCPS Human Resources Office prior to the beginning of work. Failure to comply with this statute will be considered a breach of contract and will subject the contract to cancellation without penalty.

13. KRS 45A.455 PROHIBITS CONFLICTS OF INTEREST, GRATUITIES, AND KICKBACKS TO EMPLOYEES OF THE BOARD OF EDUCATION IN CONNECTION WITH CONTRACTS FOR SUPPLIES OR SERVICES WHETHER SUCH GRATUITIES OR KICKBACKS ARE DIRECT OR INDIRECT. KRS 45A.990 PROVIDES SEVERE PENALTIES FOR VIOLATIONS OF THE LAWS RELATING TO GRATUITIES OR KICKBACKS TO EMPLOYEES WHICH ARE DESIGNED TO SECURE A PUBLIC CONTRACT FOR SUPPLIES OR SERVICES.

14. If any section, paragraph, or clause of this contract shall be held invalid by any court of competent jurisdiction, the invalidity of said section, paragraph, or clause shall not affect any remaining provisions herein.

15. This contract is deemed to be made under and shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

16. Venue for any legal action filed concerning this contract shall be Fayette County, Kentucky.

17. This writing reflects the entire agreement between the parties. No change or modification of this Agreement shall be valid or binding upon the parties hereto, nor shall any waiver of any terms or conditions hereof be deemed a waiver of such terms or conditions in the future, unless such change, modification or waiver shall be in writing and signed by the parties hereto.

18. This agreement will be in effect from December 13, 2021, through December 13, 2022, unless terminated by either party as defined in Paragraph 8. The agreement may be renewed annually based upon evaluation of the effectiveness of the agreement in meeting the goals set forth herein and funding availability.

IN WITNESS WHEREOF, the parties have executed this contract the day, month, and year above written.

Principal/Director's Approval

**BOARD OF EDUCATION OF FAYETTE COUNTY
KENTUCKY**

Date

Dr. Demetrus Liggins, Superintendent

Date

GRW

Date



FAYETTE COUNTY PUBLIC SCHOOLS

**Executive Summary
Fayette County Public Schools Board Meeting
Agenda Item**

MEETING: Special Meeting

DATE: 12/2/2021

TOPIC: Superintendent Evaluation

PREPARED BY: Shelley Chatfield

Recommended Action on: 12/2/2021

ACTION ITEM FOR VOTE (SPECIAL MEETING)

Superintendent Prior Approval: No

Recommendation/Motion: A motion is in order to adopt the evaluation instrument for the Superintendent for the 2021-22 school year.

Background/Rationale: Pursuant to FCPS Policy 02.14, the Board shall adopt an instrument on which the members are able to write comments about the Superintendent's areas of responsibility, and specific duties, traits and responsibilities of those listed areas.

Policy: 02.14

Fiscal Impact: \$0.00

Attachments(s): Evaluation Instrument