



Fayette County Board of Education Planning Meeting

Virtual Meeting
July 13, 2020
5:30 PM

A. CALL TO ORDER	Stephanie Spires
1. Roll Call	
B. READING OF MISSION STATEMENT	Daryl Love
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.	
C. APPROVAL OF AGENDA	
Approve the agenda with any changes voiced including the lifting of items from the consent section for discussion.	
1. Addendum:	
a. _____	
b. _____	
2. Deletions:	
a. _____	
b. _____	
D. INTRODUCTIONS, RECOGNITIONS AND PROCLAMATIONS:	
1. Proclamations	
E. REPORTS AND COMMUNICATIONS:	
1. Progress Reports	
a. Superintendent's Report	Emmanuel Caulk
1. Academic Services	
2. Operations & Support	Myron Thompson
F. APPROVAL OF ROUTINE MATTERS:	
G. APPROVAL OF CONSENT ITEMS:	
1. Award of Bids/ Proposals	John White/Myron Thompson
2. Post Approval Placeholder	Rodney Jackson
3. Special Education ARC (Admission & Release Committee)	Amanda Dennis
4. Approval of a Proposed Change Order (No. Four) to the Contract for the Replacement of the Athletic Field Artificial Turf and Running Track at Henry Clay High School BG #19-108	Myron Thompson
5. Approval of a Proposed Change Order (No. Six) to the Contract for the for Modifications to the Front Entries and Secured Vestibules at Bryan Station High, Henry Clay High, Lafayette and Paul Laurence Dunbar High Schools; Beaumont, Morton, Southern and Winburn Middle Schools; and SCAPA (GROUP A) BG# 19-121	Myron Thompson

6. Approval of a Proposed Change Order (No. Five) to the Contract for the for Modifications to the Front Entries and Secured Vestibules at Ashland, Harrison, Maxwell, Booker T. Washington, Dixie, Northern and Picadome Elementary Schools; Crawford Middle School; and the FCPS Preschool Center (GROUP B) BG# 19-122	Myron Thompson
7. Approval of a Proposed Change Order (No. Eight) to the Contract for the Renovation of 1555 Georgetown Road to House the STEAM Academy and the Success Academy BG# 19-163	Myron Thompson
8. Approval of a Proposed Change Order (No. Nine) to the Contract for the Renovation of 1555 Georgetown Road to House the STEAM Academy and the Success Academy BG# 19-163	Myron Thompson
9. Approval of a Proposed Change Order (No. Nine) to the Contract for the Disconnecting / Setting Up Utilities and Partial Renovation of 450 Park Place (Central Offices) BG# 20-060	Myron Thompson
10. Approval of Permanent Right-of-Way (Permanent Easement) and Temporary Construction Easement to Columbia Gas of Kentucky on the 450 Park Place Property BG# 20-060	Myron Thompson
11. Approval of Third-Party Special Inspection Agreement for the Construction of the New Bates Creek High School BG 20-082	Myron Thompson
12. Approval of Construction Photography/ Documentation Services Agreement for the Construction of the New Bates Creek High School BG 20-082	Myron Thompson

H. APPROVAL OF ACTION ITEMS:

1. Contract - Natural Gas	Logan Poteat
2. Approval of Hearing Officer Report from the Public Hearing Regarding the Amended (2017) District Facility Plan (DFP)	Myron Thompson
3. Approval of Revised BG-1 Project Application (Close Out) for the Construction of Frederick Douglass High BG# 14-159	Myron Thompson
4. Approval of Membership for the Local Planning Committee (LPC) for 2021-2025	Myron Thompson
5. Bates Creek High School Grade Scale Change	Marty Mills/James McMillin
6. Locust Trace AgriScience Center Grade Scale Change	Anne DeMott/James McMillin
7. Professional Leave by District Personnel	Jennifer Dyar

I. PLANNING DISCUSSION/INFORMATIONAL ITEMS:

1. FCPS 2019-21 Comprehensive District Improvement Plan (CDIP) Progress Report	Kate McAnelly
2. Biannual Construction Report (as of June 30, 2020)	Myron Thompson
3. Resolution Relating to Financing the Acquisition of Properties for a new Middle School, Elementary School, and a new Career Technology Center (Placeholder)	John White
4. Personnel Changes	Jennifer Dyar
5. Indirect Cost Rate Approval and Adoption	Rodney Jackson
6. School Activity Fund	Rodney Jackson
7. Budget Transfer Report	Julane Mullins

J. ORAL COMMUNICATIONS:

1. Board Request Summary	
A motion is in order to approve the following Board requests:	
a. _____	
b. _____	
c. _____	
2. Other Business	

a. Board Discussion of Board Work	
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b. Staff	
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K. MOTION MAKING AGENDA PART OF THE OFFICIAL BOARD MINUTES:	
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A motion is in order to: "make the agenda dated July 13, 2020 on which action has been taken at this meeting, a part of the minutes as if copied in the minutes verbatim."	
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L. CLOSED SESSION:	
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1. Reconvene in Open Session	
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The Board will reconvene to discuss and, if necessary, take any votes on real property, pending, litigation and personnel matters discussed in closed session.	
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M. ADJOURNMENT:	
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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.	
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**`Executive Summary
Fayette County Public Schools Board Meeting
Agenda Item**

MEETING: Regular

DATE: 7/6/2020

TOPIC: Award of Bids/Proposals

PREPARED BY: Matt Moore, Logistical Services & Purchasing

**Recommended Action on: 7/27/2020
Action Item for Vote (REGULAR MEETING)**

Superintendent Prior Approval: No

Recommendation/Motion: Approve the award recommendations for the listed bids, proposals and extensions

Background/Rationale: A summary of bids/proposals submitted from the Purchasing Department for approval.

Policy: KRS 45A.365, KRS 45A.370

Fiscal Impact: Included in attachment

Attachments(s): Award of Bids/Proposals

AN EQUAL OPPORTUNITY SCHOOL DISTRICT

Board of Education: Stephanie Spires, Chair • Raymond Daniels, Vice Chair • Daryl Love • Christy Morris • Tyler Murphy

Superintendent Emmanuel Caulk

701 East Main Street, Lexington, Kentucky 40502 • Phone: 859.381.4100 • www.fcps.net

Mailing Address: 1126 Russell Cave Rd., Lexington, Kentucky 40505

AWARD OF BIDS/PROPOSALS

PLACEHOLDER

The following is a summary of bids/proposals submitted from the Purchasing Department for approval.

BIDS/PROPOSALS

BID	MAILING ROSTER	DEPARTMENT	RESPONSE – NUMBER RECEIVED
1. RFP 15-20 Cleaning of 450 Park Place	1. TSMSSDC 2. Commerce Lexington 3. SBA 4. NAVOBA 5. KYPTAC 6. ORVWBC 7. B2Gnow 8. Vendor Registry 9. KEDC 10. Demandstar	Operations and Support	5
2. Bid 21-20 Smallware Products for Food Service	1. TSMSSDC 2. Commerce Lexington 3. SBA 4. NAVOBA 5. KYPTAC 6. ORVWBC 7. B2Gnow 8. Vendor Registry 9. KEDC 10. Demandstar	Child Nutrition	2
3. Bid 22-20 Food Products for Child Nutrition	1. TSMSSDC 2. Commerce Lexington 3. SBA 4. NAVOBA 5. KYPTAC 6. ORVWBC 7. B2Gnow 8. Vendor Registry 9. KEDC 10. Demandstar	Child Nutrition	1
4. Bid 23-20 Food Service Paper Products	1. TSMSSDC 2. Commerce Lexington 3. SBA 4. NAVOBA 5. KYPTAC	Child Nutrition	3

	6. ORVWBC 7. B2Gnow 8. Vendor Registry 9. KEDC 10. Demandstar		
5. RFP 24-20 Third Party Medicaid Administrative & Recovery Services	1. TSMSSDC 2. Commerce Lexington 3. SBA 4. NAVOBA 5. KYPTAC 6. ORVWBC 7. B2Gnow 8. Vendor Registry 9. KEDC 10. Demandstar	Special Education	2

CONTRACT EXTENSIONS	VENDOR	DEPARTMENT	YEAR OF EXTENSION
1. Bid 17-17 Fire Extinguisher and Hood Suppression System Services	Collins Fire Protection	Risk Management & Safety	3
2. Bid 02-20 Engine Oil	Apollo Oil	Transportation	1
3. Bid 30-16 Hydroponic Lettuce	KY Hydrofarm LLC	Child Nutrition	4
4. Bid 42-16 Farm to School Blueberries	KY Blueberry Growers Association	Child Nutrition	4
5. RFP 74-19 Violent and Malicious Acts Coverage	J Smith Lanier	Risk Management and Safety	1

PLACEHOLDER

AWARD OF BIDS/PROPOSALS

1. RFP 15-20 Cleaning of 450 Park Place

BACKGROUND AND RATIONALE:

Operations and Support is responsible for preparing the new building at 450 Park Place for occupancy by having a one time deep cleaning of the building once the renovation has been completed. This RFP is to establish a contract with a company to provide this cleaning. The RFP was evaluated on criteria such as cost, references and experience cleaning larger buildings after construction and is recommended to be awarded to Black Diamond1 LLC.

Key to Markings

Recommended RFP Award

Bidder	Score	
Black Diamond1 LLC MBE	980	###
Interstate Premier Services	865	
JCC Maintenance LLC MWBE	803	
Montgomery Integrated Networking Company	592	
Varner Business Group dba Clean Team Kentucky WBE	578	

Contract Period: July 1, 2020 through June 30, 2021 with option for annual renewal

PROPOSAL:

Item	Amount	Funding Source	Recurring/ Nonrecurring	Measurable Expected Impact and Timeline
Cleaning of 450 Park Place	\$39,545.60	Operations and Support	Nonrecurring	Will allow the cleaning of the new building prior to moving in.

STAFF CONTACT:

Heidi Reihing, IAKSS Building Manager

POLICY REFERENCE:

KRS 45A.370

RECOMMENDATION:

A motion is in order to:
"Award contract to Black Diamond 1 LLC."

PLACEHOLDER

2. Bid 21-20 Smallware Products for Food Service

BACKGROUND AND RATIONALE:

This bid is used by Food Service to purchase small wares that are used in the school cafeterias. The bid is awarded by line item based on the lowest price.

Key to Markings Recommended Bid Award is highlighted

				C-Worth Superstore	Norvex Supply
Item No.		Description		Unit Price	Unit Price
1.	-	Bun Pan, aluminum, full size 22 Guage, 26X18X2		\$10.15	\$35.82
2.	-	Sheet Pan, aluminum, full size, 22 Guage, 26X18X1		\$10.15	\$7.98
3.	-	Sheet Pan, aluminum, half size, 22 Guage, 12X18X1		\$8.23	\$5.44
4	-	Steam Table Pans, 22Guage Full Size, 20 3/4 X 12 3/4		XXXXXXXXXXXXXX	XXXXXXXXXXXXXX
	<u>A</u>	2 1/2" D		\$12.09	\$11.97
	<u>B</u>	4" D		\$13.08	\$15.64
	<u>C</u>	6: D		\$16.50	\$20.65
5.	-	Steam Table Pans,22Guage, Half Size 12 3/4 X 10 3/8		XXXXXXXXXXXXXX	XXXXXXXXXXXXXX
	<u>A</u>	2 1/2 D		\$6.95	\$7.60
	<u>B</u>	4" D		\$8.46	\$9.44
	<u>C</u>	6"D		\$12.74	\$13.72
6	-	Steam Tale Pans, 22Guare Third Size 12 3/4 X 6 7/8		XXXXXXXXXXXXXX	XXXXXXXXXXXXXX
	<u>A</u>	2 1/2" D		\$5.67	\$6.35
	<u>B</u>	4" D		\$6.83	\$7.84
	<u>C</u>	6: D		\$10.40	\$11.94
7.	-	Steam Table Pans, 22Guage Fourth Size 10 3/8 X 6 3/8		XXXXXXXXXXXXXX	XXXXXXXXXXXXXX
	<u>A</u>	2 1/2" D		\$5.12	\$6.38
	<u>B</u>	4" D		\$6.83	\$8.23

	<u>C</u>	6" D		\$10.55	\$12.86
8.	-	Steam Table Pan Covers, Slotted		XXXXXXXXXXXXXX	XXXXXXXXXXXXXX
	<u>A</u>	Full Size		\$10.80	\$9.85
	<u>B</u>	Half Size		\$6.20	\$5.05
	<u>C</u>	Third Size		\$4.10	\$3.79
	<u>D</u>	Fourth Size		\$4.32	\$3.49
9.	-	Steam Table Pan Covers, Solid		XXXXXXXXXXXXXX	XXXXXXXXXXXXXX
	<u>A</u>	Full Size		\$10.80	\$9.85
	<u>B</u>	Half Size		\$6.20	\$5.05
	<u>C</u>	Third Size		\$4.10	\$3.79
	<u>D</u>	Fourth Size		\$4.32	\$3.49
10.	-	Steam Table Pan, perforated		XXXXXXXXXXXXXX	XXXXXXXXXXXXXX
	<u>A</u>	Full Size 2"		\$12.79	\$18.24
	<u>B</u>	4'		\$18.60	\$18.83
	<u>C</u>	Half Size 2"		\$7.88	\$16.93
	<u>B</u>	4"		\$10.82	\$12.06
11.	-	Steam Table Pans, Half Size Long, 22 Gauge		XXXXXXXXXXXXXX	XXXXXXXXXXXXXX
	<u>A</u>	2" D		\$10.34	\$10.70
	<u>B</u>	4" D		\$12.65	\$13.00
	<u>C</u>	6" D		\$17.96	\$13.12
12	-	Steam Table Pan Cover, Half Size Long, Slotted		\$9.88	\$9.10
13	-	Steam Table Pan Cover, Half Size Long, Solid		\$9.88	\$9.10
14	-	Pan Grates		XXXXXXXXXXXXXX	XXXXXXXXXXXXXX
	<u>A</u>	Full Size 18X10		\$4.59	\$2.96
	<u>B</u>	Half Size 10 1/2 X 8 1/4		\$2.70	\$2.10
	<u>C</u>	Third Size 10 1/2 X 4 7/8		\$2.10	\$1.55
15	-	Dishers, Stainless Steel, Squeeze		XXXXXXXXXXXXXX	XXXXXXXXXXXXXX
	<u>A</u>	Size 4			\$6.16
	<u>B</u>	Size 8			\$6.16
	<u>C</u>	Size 10			\$6.16
	<u>D</u>	Size 12			\$6.16
	<u>E</u>	Size 16			\$6.16
16	-	Dishers, Stainless Steel, Color Coded		XXXXXXXXXXXXXX	XXXXXXXXXXXXXX
	<u>A</u>	Size 4			\$5.75
	<u>B</u>	Size 8			\$5.75
	<u>C</u>	Size 10			\$5.75
	<u>D</u>	Size 12			\$5.75
	<u>E</u>	Size 16			\$5.75
17	-	Portion Servers, Solid		XXXXXXXXXXXXXX	XXXXXXXXXXXXXX

	A	Capacity 2oz			\$1.90	\$1.16
	B	Capacity 4oz			\$1.95	\$1.45
	C	Capacity 5oz				
	D	Capacity 6oz			\$1.95	\$1.74
	E	Capacity 8oz			\$2.07	\$1.96
18	-	Portion Servers, Perforated			XXXXXXXXXXXXXX	XXXXXXXXXXXXXX
	A	Capacity 2oz			\$1.90	\$1.16
	B	Capacity 4oz			\$1.95	\$1.45
	C	Capacity 5oz				
	D	Capacity 6oz			\$1.95	\$1.74
	E	Capacity 8oz			\$2.07	\$1.96
19	-	Ladle, Stainless Steel 12 1/2 " Long			XXXXXXXXXXXXXX	XXXXXXXXXXXXXX
	A	Capacity 1oz			\$0.95	\$0.95
	B	Capacity 2oz			\$1.60	\$1.18
	C	Capacity 4oz			\$1.60	\$1.69
	D	Capacity 6oz			\$2.32	\$2.11
20		Serving Spoon, Stainless Steel. Solid, 11" Long			\$0.95	\$1.07
21	-	Serving Spoon, Stainless Steel, Perforated, 11" Long			\$0.95	\$1.07
22	-	Tong, Scalloped Utility, Stainless St			XXXXXXXXXXXXXX	XXXXXXXXXXXXXX
	A	7"			\$1.32	\$1.36
	B	9"			\$0.95	\$1.48
	C	12"			\$1.60	\$2.52
23	-	Pom Tongs, Stainless Steel			XXXXXXXXXXXXXX	XXXXXXXXXXXXXX
	A	6"				\$5.64
	B	9"				\$9.63
24	-	Tong, Plastic			XXXXXXXXXXXXXX	XXXXXXXXXXXXXX
	A	9"L Flat Edge				
	B	12"L Scalloped Edge				\$1.34
25	-					
26	-	Hamburger Turner, Stainless Steel, Solid, Beveled, 4 1/2" X 3" Blade Length			\$12.55	\$3.92
27	-	Mini Turner, 2 1/2" Blade Length			\$12.63	\$3.40
28	-	Sandwich Spreader 3 1/2" Blade Length			\$2.20	\$9.15
29	-	Vegetable Peeler			\$4.66	\$3.16
30		Pizza Cutter, 4" Dia			\$2.92	\$11.93
31		Knife, Butcher 10" Blade			\$25.00	\$5.84
32		Knife, Paring, 3 1/2" Blade			\$4.75	\$7.52

33		Knife, Serrated Edge 12" Blade				\$9.84
34		Brush, Vegetable, 8"L, plastic handle			\$9.60	\$3.25
35		Brush, Pastry, plastic handle			\$15.13	\$6.94
36		Brush, Pot and Pan, White, molded polypropylene, 20" L			\$15.30	
37		Measuring Cup, polycarbonate			XXXXXXXXXXXXXX	XXXXXXXXXXXXXX
	A	One Gallon			20.88	\$10.03
	B	One Pint			\$12.63	\$2.36
	C	One Quart			\$14.11	\$3.64
	D	Two Quart			\$19.00	\$6.71
38		Measuring Cup Set, Stainless Steel			\$3.10	\$3.29
39		Measuring Spoon Set, Stainless Steel			\$5.60	\$0.88
40- 1		Food Storage Containers, polycarbonate			XXXXXXXXXXXXXX	XXXXXXXXXXXXXX
	A	2 QT			\$5.52	\$4.00
	B	4 QT			\$8.47	\$6.02
	C	6 QT			\$10.56	\$8.58
	D	8 QT			\$12.40	\$10.05
	E	12 QT			\$16.76	\$14.81
	F	18 QT			\$26.67	\$19.16
	G	22 QT			\$35.22	\$23.87
40- 2		Food Storage Container Lids			XXXXXXXXXXXXXX	XXXXXXXXXXXXXX
	A	2QT			\$2.20	\$1.54
	B	4 QT			\$2.20	\$1.54
	C	6 QT			\$2.82	\$2.05
	D	8QT			\$2.82	\$2.05
	E	12QT			\$4.05	\$3.10
	F	18 QT			\$4.05	\$3.10
	G	22 QT			\$4.05	\$3.10
41		Spatula, Scraper, Hi - temp			XXXXXXXXXXXXXX	XXXXXXXXXXXXXX
	A	10" L			\$12.32	\$2.32
	B	14" L			\$16.75	\$7.80
	C	16" L			\$19.00	\$4.90
42		Spatula, Spoon, Hi- temp			XXXXXXXXXXXXXX	XXXXXXXXXXXXXX
	A	10" L				\$4.46
	B	14" L				\$7.52
	C	16" L				\$7.88
43		Spatula, Scraper, plastic			XXXXXXXXXXXXXX	XXXXXXXXXXXXXX
	A	10" L			\$2.52	\$0.89
	B	14" L			\$4.40	\$1.28

	C	16" L		\$5.73	\$1.59
44		Spatula, Spoon, plastic		XXXXXXXXXXXXXX	XXXXXXXXXXXXXX
	A	10" L		\$3.20	\$1.22
	B	14" L		\$5.44	\$2.05
	C	16" L		\$6.38	\$2.44
45		Beverage Dispenser Set tank,base, lids and spigot		XXXXXXXXXXXXXX	XXXXXXXXXXXXXX
	A	3 Gal		\$37.00	\$30.86
	B	5 Gal		\$62.00	
46		Pitcher, Polycarbonate, 60oz		\$12.78	\$5.85
47		Cutting Board, polyethylene		XXXXXXXXXXXXXX	XXXXXXXXXXXXXX
	A	6 X 9		\$2.75	\$2.91
	B	12 X 18		\$9.20	\$7.24
48		Flatware Cylinder Inserts, plastic		XXXXXXXXXXXXXX	XXXXXXXXXXXXXX
	A	White		\$1.95	\$0.99
	B	Black		\$4.05	\$3.96
49		Silverware Holder, durable black polystyrene		XXXXXXXXXXXXXX	XXXXXXXXXXXXXX
	A	6 Compartment 10 1/8" L X 15 5/8" W X 13" H			\$116.96
	B	8 Compartment 10 1/8" L X 18 3/4" W X 15 3/4" H			\$165.42
50		Condiment Organizer, durable black polystyrene, Removable bins, bins measure 5W X 12D X 4 1/4 H		XXXXXXXXXXXXXX	XXXXXXXXXXXXXX
	A	6 Bins			\$19.96
	B	8 Bins			
	C	9 Bins			
51		Shaker with lid, 10oz capacity			\$1.65
52		Condiment Bottle/Widemouth		XXXXXXXXXXXXXX	XXXXXXXXXXXXXX
	A	Clear 24oz			\$1.16
	B	Red 12oz			\$0.99
53		TableCraft White Plastic Server with Plastic lid			
54		Whip, French		XXXXXXXXXXXXXX	XXXXXXXXXXXXXX
	A	24"l		\$5.29	\$4.96
	B	16" L		\$3.37	\$3.69
	C	10" L		\$2.59	\$2.60
55		Pasta Fork 13" L		\$3.44	\$1.42

56		Funnel, stainless steel		XXXXXXXXXXXXXX	XXXXXXXXXXXXXX
	A	Capacity, Pint			
	B	Capacity, Quart			
57		Colander		XXXXXXXXXXXXXX	XXXXXXXXXXXXXX
		Aluminum, 16Qt			\$28.14
		Aluminum, 6QT			
58		Ice Scoop		XXXXXXXXXXXXXX	XXXXXXXXXXXXXX
	A	12oz		\$4.90	\$2.68
	B	64oz		\$8.83	\$3.40
59		Ice Bucket, dishwasher safe, 3.0L			
60		Thermometer		XXXXXXXXXXXXXX	XXXXXXXXXXXXXX
	A	All-Purpose, water resistant, dual-zone, -40 to 120F, 4 1/2"L		\$13.68	\$2.54
	B	Stem with built in wrench, temp range 0 to 220F		\$3.50	\$5.18
	C	Digital Probe		\$140.00	\$13.87
	D	Cooler, Adhesive front or back or magnetic back. Easy read, -40to 120F.		\$3.18	\$4.98
61		Saddle Bag Dispenser, 3" post spacing			
62		Kitchen Shears, multi-purpose, 4" blade, 8" overall length		\$12.25	\$2.98
63		Gloves, Cut Resistant, Ansi level 4.7 Gauge or higher.		\$8.57	\$19.80
64		Sunkist Sectioner, 8 wedge			\$56.42
65		Utility Cart, 3 Shelf, 40.63X20X37.81, open sided, plastic with aluminum uprights. Load capacity 300lbs, 100lbs per shelf. Assembled		\$280.00	\$162.10
66		Utility Cart, 2 Shelf, Large, Black or Gray, Load Capacity 500 lbs, 45X25X33, Sturdy structural foam, round edges, 2 5/8 deep trays.		\$260.00	\$282.78
67		Waste Receptacle, commercial grade resin and texture. 44 gal			\$33.15
68		Dolly, twist on, 44 gal			\$29.10

69		Tray, Fast Food, red, polypropylene		XXXXXXXXXXXXXX	XXXXXXXXXXXXXX
	A	14" X 18"		\$3.00	\$3.82
	B	12" X 16"		\$2.00	\$2.85
	C	10 5/8" X 13.75"		\$1.90	\$2.25
70		Tray, Display, fiberglass, black			
	A	25 1/2" X 17 3/4" X 1"			
	B	24 1/2" X 8 3/4" X 1"			
71		Tray, Cafeteria, 5 compartment, dishwasher safe, Cambro or Carlisle, assorted colors available		\$11.25	\$6.75
72		Dishwasher Rack		XXXXXXXXXXXXXX	XXXXXXXXXXXXXX
	A	Flat Rack		\$21.35	\$17.95
	B	Peg Rack		\$21.35	\$18.96
	C	Open End Tray Rack		\$33.00	\$32.11
73		Dolly, Warewashing, Steel Handle 20" X 20"		\$229.00	\$212.12
74		Dolly, Sheet Pan, 27LX22WX32H, Steel Handle		\$303.00	\$184.50
75		Gloves		XXXXXXXXXXXXXX	XXXXXXXXXXXXXX
	A	Steamglove, watertight, flexible, protects up to 225', sizes M and L			
	B	Thermal, fleece lining, textured rubber palm and fingers for no slip grip.			
76		Mat		XXXXXXXXXXXXXX	XXXXXXXXXXXXXX
	A	Kitchen Drainage, 1/2" thick, slip resistant anti-fatigue mat. Molded beveled edges 60"L X 30" W, Black			\$36.35
	B	VIP, Black Cloud Mat, 2 X 3, Grease-proof, closed cell, non absorbant, lightweight			\$56.22
77		Camwarmer, 13 1/4" X 10 7/8" X 19/16"			\$292.86
78		Can opener, hand operated		\$12.65	\$86.43
79		Can Opener, Electric, Single Speed		\$829.00	\$762.10
80		Coffee Maker, electric		XXXXXXXXXXXXXX	XXXXXXXXXXXXXX

	A	35 cup		\$45.00	
	B	50 cup		\$115.00	
	C	100 cup		\$130.00	
81		Scale, 5lb, weighs in ounces or grams. Battery operated			\$54.30
82		Scale, Portion		XXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXX
	A	1lb X 1/8oz			\$48.15
	B	5lb X 1/2oz			\$49.24
83		Food Processor, 120V, 60HZ, single phase. S-Blade, Slicing disc, Grating disc		\$578.00	
84		Food Blender, 120V, 56-60HZ, Single Phase, 44-48oz container		\$358.00	\$103.55
85		Mandoline, plastic, equipped with 5 blades. Slicing, wavy, crinkle, waffle, and julienne. Thickness adjusts from 1/16 to 5/16.			\$94.62
86		Salad Spinner, 5 Gallon		\$92.00	\$149.26
87		Waterproof Bib Apron, 100% Nylon, 30"L ties, 40L X 28W, Color-white or black		\$7.83	\$11.45
88		Bowl, Stainless Steel		XXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXX
	A	16", 13qt		\$8.20	\$7.96
	B	10", 4qt		\$4.44	\$3.11

Contract Period: August 1, 2020 through July 30, 2021 with the option to renew

PROPOSAL:

Item	Amount	Funding Source	Recurring/ Nonrecurring	Measurable Expected Impact and Timeline
Smallwares	Last year's expenditure was approximately \$800,000.00	Food Service Accounts	Recurring	Will provide small wares to school cafeterias for 2020-2021 school year

STAFF CONTACT: Michelle Coker, Director of Child Nutrition

POLICY REFERENCE: KRS 45A.365

RECOMMENDATION: A motion is in order to:
 "Award contract to Award contracts to C Worth Superstore and Norvex Supply."

PLACEHOLDER**3. Bid 22-20 Food Products for Child Nutrition****BACKGROUND AND RATIONALE:**

Food Service has used the HPS School Food Purchasing Program bid through GFS to insure they receive the best pricing for the products they serve. This bid is for specific items that are not available through the HPS bid.

Key to Markings
Recommended Bid Award

Clems Refrigerated Foods ###						
Item No.	Description	Requested Product - Manufacturer	Bid Units	Estimated Quantity (In cases)	Unit Price	Extended/Total Price (F x I)
1	Potato, 3/8" Oven Fry, Coated Fry, Reduced Sodium, Smart Snack Eligible.	Cavendish	6/5 LBS	2200	\$27.50	\$60,500.00
2	Bakery Product, Reduced Sodium, Biscuit, Pre-Split, Pre-Baked, 2.0oz Grain Equivalent	CH Guenther	144/2.25oz	2500	\$26.25	\$65,625.00
3	Bakery Product, Muffin, WG Cornbread, 1.0oz Grain Equivalent	Bake Crafters	72/1.8oz	550	\$19.20	\$10,560.00
4	Bakery Product, Muffin, WG Cornbread, 2.0oz Grain Equivalent	Bake Crafters	60/2.5oz	50	\$17.25	\$862.50

5	Bakery Product, Cinnamon Roll, Whole Grain, Individually Wrapped, 2.0oz Grain Equivalent	Bake Crafters	72/2.8oz	620	\$29.25	\$18,135.00
6	Bakery Product, Donuts, Mini, Chocolate, WG, 2.0oz Grain Equivalent	Bake Crafters	72/3.2oz	200	\$33.50	\$6,700.00
7	Bakery Product, Donuts, Mini, Powdered Sugar, WG, 2.0oz Grain Equivalent	Bake Crafters	72/3.2oz	175	\$32.50	\$5,687.50
8	Bakery Product, Breakfast Bites, Mini, WG, Apple, 4pk, 2.0oz Grain Equivalent	Bake Crafters	72/2.75oz	1400	\$27.50	\$38,500.00
9	Bakery Product, Breakfast Bun, WG, 2.0oz Grain Equivalent	Bake Crafters	60/3oz	400	\$23.75	\$9,500.00
10	Sandwich, Hoagie, WG, Turkey Ham, Turkey Pepperoni, Cheese IW	Bake Crafters	80/4.5oz	200	\$84.00	\$16,800.00
11	Cookie Dough, Chocolate Chip	FatCat	192/1.3oz	1100	\$44.30	\$48,730.00
12	Cookie Dough, Vanilla Sugar	FatCat	192/1.3oz	800	\$44.30	\$35,440.00
13	Cookie Dough, Celebration	FatCat	192/1.3oz	600	\$44.30	\$26,580.00

14	Cookie Dough, Double Chocolate Chip	FatCat	192/1.3oz	1100	\$44.30	\$48,730.00
15	Chicken, Breast Fillet, Breaded Breakfast Fillet	Gold Kist	30 LBS	450	\$83.80	\$37,710.00
16	Chicken Smackers, Whole Grain Breaded Popcorn Chicken	Gold Kist	30 LBS	3200	\$81.25	\$260,000.00
17	Chicken Tender, Minimally Processed , Whole Grain Breaded	Gold Kist	30 LBS	600	\$71.75	\$43,050.00
18	Chicken Patty, Whole Grain Breaded	Gold Kist	30 LBS	1300	\$70.50	\$91,650.00
19	Chicken, Ring Things, Whole Grain Breaded	Gold Kist	30 LBS	700	\$72.75	\$50,925.00
20	Chicken, Wings, Fully cooked	Gold Kist	30 LBS	300	\$99.00	\$29,700.00
21	Chicken, Breast Fillet, Spicy	Gold Kist	30 LBS	1100	\$97.00	\$106,700.00
22	Chicken, Tenderloins, Spicy Guajillo	Gold Kist	30 LBS	500	\$90.00	\$45,000.00
23	Beef, Meatballs, Four/ 0.65oz, 2 M/MA Equivalent	JTM	30 LBS	30	\$34.00	\$1,020.00
24	Beef, Reduced Fat Beef Chili w/o Beans	JTM	30 LBS	450	\$31.15	\$14,017.50

25	Beef, Hot Honey Sloppy Joe	JTM	30 LBS	250	\$41.75	\$10,437.50
26	Beef, Reduced Fat Spaghetti Sauce	JTM	30 LBS	1800	\$31.50	\$56,700.00
27	Beef, All Beef Taco Filling	JTM	30 LBS	1200	\$29.25	\$35,100.00
28	Cheese, Queso Blanco Sauce	JTM	30 LBS	500	\$60.00	\$30,000.00
29	Cheese, Reduced Fat, Reduced Sodium Mac & Cheese	JTM	30 LBS	800	\$51.00	\$40,800.00
30	Pork, Breaded Chop Shaped Patty, Reduced Sodium WG	JTM	30 LBS	200	\$42.50	\$8,500.00
31	Beef, Sousvide	JTM	30 LBS	75	\$62.50	\$4,687.50
32	Pork, Sausage Gravy	JTM	30 LBS	300	\$36.00	\$10,800.00
33	Hummus Cup, Taco Flavor	National Food Group	120/3oz	100	\$52.00	\$5,200.00
34	Beef, Patty Premium, Allergen Free	Don Lee Farms	220/2.25oz	1600	\$44.00	\$70,400.00
35	Pork, Patty, Southern Style Sausage, Allergen Free	JTM	30 LBS	450	\$38.95	\$17,527.50

36	Juice, Apple 100%, frozen, plastic cups, no added sweeteners, unsweetened juice	Ardmore Farms	96/4.0oz	6500	\$13.90	\$90,350.00
37	Juice, Grape 100%, frozen, plastic cups, no added sweeteners, unsweetened juice	Ardmore Farms	96/4.0oz	2800	\$16.00	\$44,800.00
38	Juice, Orange 100%, frozen, plastic cup, no added sweeteners, unsweetened juice	Ardmore Farms	96/4.0oz	4600	\$15.90	\$73,140.00
39	Hotdog: Meat, 8:1, reduced fat, frozen, cooked	Smithfield	80/2.0oz	6200 lbs	\$2.05	\$12,710.00
40	Hotdog: Turkey, 8:1, reduced fat, frozen cooked	Butterball	80/2.0oz	8000 lbs	\$1.57	\$12,560.00
41	Anytimers, WG Cheese pizza kit	Tasty Brands	48/5.25oz	400	\$69.25	\$27,700.00
42	Anytimers, WG Cheese and Turkey Pepperoni pizza kit	Tasty Brands	48/5.58oz	400	\$73.75	\$29,500.00
43	Garlic Knot, WG, 2.0 Grain Equivalent	Tasty Brands	144/2.0oz	250	\$48.25	\$12,062.50
44	Sandwich, Croissant, Turkey Ham & Cheese, I/W, 2 M/MA, 2oz Grain Equivalent	Tasty Brands	72/4.60oz	200	\$73.00	\$14,600.00

45	Mozzarella Sticks, Breaded WG	Tasty Brands	113/4.23oz	250	\$69.75	\$17,437.50
46	Pancake Wrap, Turkey, WG	Foster Farms	58/2.85oz	1700	\$23.25	\$39,525.00
47	Corn Dog, Chicken WG	Foster Farms	72/4.0oz	1300	\$32.30	\$41,990.00
48	Frozen Yogurt, Seasonal up to 350 cases per year	Mixmi	96/3oz	350	\$36.30	\$12,705.00
49	Anytimers, WG Turkey Ham and Cheese	Tasty Brands	48/5oz	350	\$71.00	\$24,850.00
50	Juice, Aseptic, Apple	Ardmore Farms	44/Case	300	\$9.95	\$2,985.00
51	Juice, Aseptic, Tropical Punch	Ardmore Farms	44/Case	300	\$9.95	\$2,985.00
52	Bags, Thank you, 11.5" x 6" x 21"	Thank You	1000/Case	200	\$17.00	\$3,400.00

Contract Period: August 1, 2020 through July 30, 2021 with the option to renew

PROPOSAL:

Item	Amount	Funding Source	Recurring/ Nonrecurring	Measurable Expected Impact and Timeline
Food Products	Last year's expenditure was approximately \$3,300,000.00	Food Service Accounts	Recurring	Will provide food products to school cafeterias for 2020-2021 school year

STAFF CONTACT: Michelle Coker, Director of Child Nutrition

POLICY REFERENCE: KRS 45A.365

RECOMMENDATION: A motion is in order to:
"Award contract to Clem's Refrigerated Foods."

PLACEHOLDER

4. Bid 23-20 Food Service Paper Products

BACKGROUND AND RATIONALE:

School Lunch Paper Supplies are used in the operation of the National School Lunch and Breakfast programs and are competitively bid annually. This bid is awarded to one vendor who provides the best value for all items in the bid. Baumann Paper was the low bidder on the majority of items and is considered the best value and recommended for award.

Key to Markings **### Recommended Bid Award**

		Consolidated Paper Group	Baumann Paper ###	Norvex
		Unit Price for Drop Ship to Warehouse	Unit Price for Drop Ship to Warehouse	Unit Price for Drop Ship to Warehouse
Item				
No.	Description			
1	<u>Aluminum Foil</u> - 24" wide x 1000' long, .001 weight of foil.	\$95.20	\$72.64	\$58.52
2	<u>Food Service Film</u> - To be continuous roll; each roll is to be in a dispenser box with a "hinged shield" that covers the cutting teeth. 18" x 2000' per roll.	\$12.50	\$12.82	\$16.34
3	<u>Soufflé Cups (cold holding)</u> - 5-1/2 oz. capacity, plastic	\$59.30	\$42.64	\$73.57
	<u>Lid</u> - Lids to fit 5-1/2 oz. plastic soufflé cups.	\$27.90	\$36.45	\$33.40
4	<u>Stay Lock Clear Hinged Container, Square</u>	\$59.80	\$63.25	\$67.21
5	<u>Cold Cups</u> - Polycoated Paper, 16 oz. capacity	\$49.40	\$71.42	\$48.43
6	<u>Hot Cups</u> - Styrofoam, 8 oz. capacity	\$19.20	\$17.63	\$21.90
7	<u>Bowls</u> - Biodegradable, 12 oz. capacity, to be used in serving hot soups. Color-white or off white	\$63.10	\$50.56	\$23.52
8	<u>Foam Bowls</u> - 5 oz. capacity - LAMINATED	\$20.00	\$19.27	\$17.99
9	<u>School Lunch Bag 5#</u>	\$70.90	\$40.68	\$15.10
10	<u>Salad Container</u> - 24 oz. Clear container Hinged Lid. 7 1/4" x 6 3/8" x 2 1/4"	\$54.70	\$33.64	\$52.30
11	<u>Plate</u> , Biodegradable - 6". Non-compartment. Color- white or off white	\$47.50	\$34.84	\$17.94
12	<u>Plate</u> , Biodegradable- 8 3/4". Non-compartment. Color-white or off white	\$47.50	\$32.07	\$17.94

13	<u>Trays</u> – 5 Compartment, Biodegradable. Color - white or off white. Approximately 9" x 11" X 1" five compartments per tray	\$55.50	\$42.15	\$24.62
14	<u>Paper Food Tray</u> - 4 oz. capacity, grease resistant, for serving French fries	\$15.60	\$13.07	\$14.82
15	<u>Paper Food Tray</u> - 5 lb. capacity, grease resistant, for serving French fries and hamburgers	\$24.60	\$20.92	\$23.76
16	<u>Disposable Cutlery Lunch Kit</u> - Kit to include fork, spoon, straw and napkin. Medium weight, break resistant, polypropylene	\$27.10	\$23.75	\$18.75
17	<u>Disposable Forks</u> - Medium weight, break resistant, polypropylene	\$7.50	\$6.61	\$6.96
18	<u>Disposable Knives</u> - Medium weight, break resistant, polypropylene	\$7.50	\$6.61	\$6.96
19	<u>Disposable Teaspoons</u> – Medium weight, break resistant, polypropylene	\$7.50	\$6.61	\$6.96
20	<u>Sandwich Bag</u> - High molecular, high density	\$8.70	\$9.11	\$12.82
21	<u>Storage Bags</u> - Zip lock or equal, 1 gallon size	\$13.10	\$13.50	\$22.80
22	<u>Storage Bags</u> - Zip lock or equal, sandwich size	\$13.10	\$8.44	\$11.37
23	<u>Delicatessen Paper</u> - Heavy weight, approximately 15" x 10", 500 sheets per box, 12 boxes per case	\$76.20	\$70.51	\$63.92
24	<u>Dispenser Napkins</u> —Brown or White-to fit "Stand-Up" style Dispenser non proprietary. If needed, dispensers	\$30.00	\$40.36	\$33.20
25	<u>Straws</u> - Single wrapped, approximately 6" long, minimum 1/8" in diameter. 12,000 per case	\$40.30	\$27.11	\$31.80
26	<u>Plastic Apron</u> - Poly bags 24" x 42", one size fits all	\$9.70	\$4.25	\$4.97
27	<u>Bag Foil Paper</u> Laminated 6 X 3/4 X 6-1/2.	\$29.60	\$26.50	\$57.28
28	<u>Paper Food Tray</u> - 2 lb. capacity	\$25.70	\$21.89	\$27.78
29	<u>Hinged Tray</u> – 3 compartment, Foam, S-lock, Medium	\$16.40	\$14.91	\$16.84
30	<u>Bunn Rack Cover</u>	\$13.00	\$17.79	\$17.98
31	Cups, 12oz Polycoated Paper	\$79.60	\$71.42	\$79.20
32	<u>Paper Baking Sheets</u>	\$33.70	\$36.47	\$35.82
33	<u>Lunch Box</u> – Fast Top, Easy Automatic	\$63.90	\$57.95	\$59.22
34	<u>Bun Pan Bags</u> – High Density	\$15.00	\$16.26	\$20.72
35	<u>Parfait Cup</u> , crystal clear plastic, 9 oz. squat cup. 1000 per case	\$42.00	\$50.60	\$107.50
	<u>Lid</u>	\$21.00	\$32.35	\$107.50
36	<u>Cold Cup</u> , Treated Paper, 5oz. capacity	\$122.50	\$36.73	\$38.18
37	<u>High heat Pan Liners</u> ½ size DEEP. 23"x14"	\$51.10	\$28.65	\$48.96
38	<u>High Heat Pan Liner</u> Full size DEEP. 34" x 18"	\$97.20	\$55.89	\$68.40
39	<u>Square Tray</u> , 4oz. offer vs. serve black tray	\$28.50	\$27.18	
40	<u>Square Tray</u> . 10 oz. offer vs. serve black tray	\$35.10	\$33.21	

41	<u>High Temp 5.5oz Soufflé Cup</u>	\$91.80		\$67.43
42	<u>32 oz. Tamper-Resistant Clear Container</u>	\$38.10		\$69.18

Contract Period: August 1, 2020 through July 30, 2021 with the option to renew

PROPOSAL:

Item	Amount	Funding Source	Recurring/ Nonrecurring	Measurable Expected Impact and Timeline
Food Products	Last year's expenditure was approximately \$500,000.00	Food Service Accounts	Recurring	Will provide paper products to school cafeterias for 2020-2021 school year

STAFF CONTACT: Michelle Coker, Director of Child Nutrition

POLICY REFERENCE: KRS 45A.365

RECOMMENDATION: A motion is in order to:
"Award the contract to Baumann Paper."

PLACEHOLDER

5. RFP 24-20 Third Party Medicaid Administrative & Recovery Services

BACKGROUND AND RATIONALE:

The district requires the services of a third-party administrator to manage the administrative and direct billing of the fee-for-service Medicaid programs. The Kentucky Medicaid Program reimburses the District for school-based child health and administrative claiming services it provided according to its established policy. An RFP was sent out with 2 responses received. Responses were evaluated on criteria such as cost, references and experience.

Key to Markings **### Recommended Award**

Bidder	Score	
Sivic Solutions Group	620/1000	
Public Consulting Group	933/1000	###

Contract Period: August 1, 2020 through June 30, 2021 with the option to renew annually

PROPOSAL:

Item	Amount	Funding Source	Recurring/ Nonrecurring	Measurable Expected Impact and Timeline
Third party Medicaid administrative services	8% flat fee based on reimbursement generated for direct billing fee for service	0349-MED	Recurring	Will provide third party Medicaid administrative services for 2020-2021 school year

STAFF CONTACT: Amanda Dennis, Director of Special Education

POLICY REFERENCE: KRS 45A.370

RECOMMENDATION: A motion is in order to:
"Award the contract to Public Consulting Group."

PLACEHOLDER

APPROVAL FOR CONTRACT EXTENSIONS

1. Bid 17-17 Fire Extinguishers and Hood Suppression System Services

BACKGROUND AND RATIONALE:

The Division of Risk Management is responsible for the state and federal mandates regarding safety regulations and insurance requirements for the protection and safety of FCPS employees, students and buildings. A bid was sent two years ago and was awarded to Collins Fire Protection. The bid has an option to renew the contract for an additional year up to five years pending Board approval. Collins Fire Protection has requested to extend the contract for an additional year. This would be the third renewal.

Vendor:

Collins Fire Protection

Contract Term: August 1, 2020 and ending July 30, 2021

PROPOSAL:

Item	Amount	Funding Source	Recurring/ Nonrecurring	Measurable Expected Impact and Timeline
Fire extinguisher and hood suppression system services	FY 2020 amount spent is approximately \$52,410.00	920 134 0433	Recurring	Immediate impact as mandated by state and federal regulations and for the protection and safety of FCPS employees, students and buildings

Funding Key:

922 – Physical Support Services, 1 – General Fund, 0349 – Other Professional Services MUNIS ORG Code 0011072

STAFF CONTACTS:

Jeff Harris, Risk Management and Safety

POLICY REFERENCE:

KRS 45A.365.

RECOMMENDATION:

A motion is in order to: "Extend the contract with Collins Fire Protection for one year."

PLACEHOLDER

2. RFP 02-20 Engine Oil

BACKGROUND AND RATIONALE:

Engine Oil is a product necessary to maintain FCPS's fleet of 250 buses and 120 maintenance, operations, transportation and warehouse vehicles. This is bid every six months but has the option to renew the contract on a bi-annual basis for up to three years. Apollo Lubricants was the low bidder the last time it was bid and has requested to renew the contract. This would be the first renewal.

Vendor:

Apollo Lubricants LLC

Contract Term: August 1, 2020 and ending January 31, 2021

PROPOSAL:

Item	Amount	Funding Source	Recurring/ Nonrecurring	Measurable Expected Impact and Timeline
Engine Oil	FY 2020 amount spent is approximately \$22,442.00	901 1 096 0661	Recurring	Will permit FCPS to continue to operate its transportation fleet with the service required to support the educational process

Funding Key: 901 – Transportation; 1 – General Fund; 096 – Bus Maintenance; 0661 - Transportation

STAFF CONTACTS: Marcus Dobbs, Director of Transportation

POLICY REFERENCE: KRS 45A.365.

RECOMMENDATION: A motion is in order to: "Extend the contract with Apollo Lubricants LLC"

PLACEHOLDER

3. Bid 30-16 Hydroponic Lettuce

BACKGROUND AND RATIONALE:

This bid is used by Child Nutrition for purchasing Hydroponic Lettuce for the high school cafeterias. It has the option to renew the contract on an annual basis pending Board approval for up to five years. KY Hydro Farm has requested to renew the contract at the same prices, terms and conditions for an additional year. This is the fourth renewal.

Vendor:

KY Hydro Farm (WBE)

Contract Period: July 1, 2020 – June 30, 2021

PROPOSAL:

Item	Amount	Funding Source	Recurring/ Nonrecurring	Measurable Expected Impact and Timeline
Hydroponic Lettuce	FY 2020 amount spent is approximately \$13,500.00	0630	Recurring	Will provide hydroponic lettuce to school cafeterias for the 2020-2021 school year

Funding Key: Food Service Accounts

STAFF CONTACTS: Wendy Young, Child Nutrition

POLICY REFERENCE: KRS 45A.370.

RECOMMENDATION: A motion is in order to: "Extend contract with KY Hydro Farm."

PLACEHOLDER

4. RFP 42-19 Farm to School Local Blueberries

BACKGROUND AND RATIONALE:

Child Nutrition provides fresh fruits and vegetables to school cafeterias throughout the year for school lunches and the summer feeding program. This bid is to establish the best pricing for next school year on blueberries grown in Kentucky. RFP was awarded last year with the option to renew on an annual basis pending Board Approval. This would be the first renewal.

Vendor:

Kentucky Blueberry Growers Association

Contract Period: August 1, 2020 – July 31, 2021 with the option to renew

PROPOSAL:

Item	Amount	Funding Source	Recurring/ Nonrecurring	Measurable Expected Impact and Timeline
Local blueberries	FY 2020 amount spent is approximately \$43,000.00	0630	Recurring	Will provide fresh fruits and vegetables to school cafeterias for the 2020-2021 school year

Funding Key:

Food Service Accounts

STAFF CONTACTS:

Wendy Young, Child Nutrition

POLICY REFERENCE:

KRS 45A.370.

RECOMMENDATION:

A motion is in order to: "Extend contract with KY Blueberry Growers Association."

PLACEHOLDER

5. RFP 74-19 – Violent Malicious Acts Insurance Coverage

BACKGROUND AND RATIONALE:

As part of the district safety plan Violent Malicious Acts Coverage is needed in case a violent act ever occurs on district property. The coverage would assist with psychological services, litigation, burial and funeral costs. An RFP was sent out seeking proposals for this coverage and was awarded to J. Smith Lanier with the option to extend on an annual basis pending Board approval. This would be the first renewal.

Vendor:

J. Smith Lanier

Contract Period: July 1, 2020 and ending June 30, 2021

PROPOSAL:

Item	Amount	Funding Source	Recurring/ Nonrecurring	Measurable Expected Impact and Timeline
Violent and Malicious Acts Insurance	Last FY amount was \$42,750	SAFE	Recurring	Statutory Requirement

STAFF CONTACTS:

Joseph L. Isaacs, Director of Risk Management and Safety

POLICY REFERENCE:

05.6

RECOMMENDATION:

A motion is in order to: "Extend contract with J. Smith Lanier."

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

MEETING: Planning

DATE: 7/13/2020

TOPIC: Post Approval Agenda Placeholder

PREPARED BY: Rodney Jackson

Recommended Action on: 7/27/2020

Action Item for Vote (REGULAR MEETING)

Superintendent Prior Approval: No

Recommendation/Motion: Upon examination of claims by the Board of Education a motion is in order to: “approve the action of the Chairman and Treasurer in issuing the checks above from the above listed accounts, approve all claims as submitted, direct the Treasurer to make payment accordingly, and enter official copies of all claims as listed into the Official Minutes of the Board of Education.”

Background/Rationale: This is a regular board agenda item, which allows for the timely approval and processing of checks and claims in accordance with board policy.

Policy: 01.11 (General Powers and Duties of the Board)

Fiscal Impact: N/A

Attachments(s): One attachment

AN EQUAL OPPORTUNITY SCHOOL DISTRICT

Board of Education: Stephanie Spires, Chair • Raymond Daniels, Vice Chair • Daryl Love • Christy Morris • Tyler Murphy

Superintendent Emmanuel Caulk

701 East Main Street, Lexington, Kentucky 40502 • Phone: 859.381.4100 • www.fcps.net

Mailing Address: 1126 Russell Cave Rd., Lexington, Kentucky 40505

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

MEETING: Regular

DATE: 7/27/2020

**TOPIC: Special Education ARC (Admission & Release Committee) Chairperson
Approval for 2020-21 School Year**

PREPARED BY: Amanda Dennis, Director of Special Education

Recommended Action on: 7/27/2020

Action Item for Vote (REGULAR MEETING)

Superintendent Prior Approval: Yes

Recommendation/Motion: A motion is in order to: “approve the recommended list of staff members, by job title, to serve as Admission and Release Committee (ARC) chairpersons.”

Background/Rationale: The Superintendent, in consultation with the Director of Special Education, recommends to the Board for approval a list of FCPS Representatives by job or position title. The Superintendent, or designee, may designate which specific staff member on that approved list will serve as the FCPS Representative for any Admission and Release Committee (ARC) meeting. The representative of the FCPS is to be qualified to provide, or supervise, the provision of specially designed instruction to meet the unique needs of children with disabilities, and is to be knowledgeable about the general education curriculum and the availability of the resources of the FCPS. FCPS staff members serving in the following roles are recommended for approval to serve as ARC Chairpersons, following specific training approved by the special education department: Achievement and Compliance Coach, Preschool Compliance Coach, Preschool Assessment Specialist, Resource Specialist for Special Education, Associate Director of Special Education, Director of Special Education, Principal (with approval of Superintendent or Director of Special Education).

Policy: Procedures for Exceptional Children, Chapter 5 - Individual Education Programs, Section 3 – ARC Membership

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Fiscal Impact: N/A

Attachments(s): N/A



FAYETTE COUNTY PUBLIC SCHOOLS

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

MEETING: Regular

DATE: July 27, 2020

TOPIC: Approval of a Proposed Change Order (No. Four) to the Contract for the Replacement of the Athletic Field Artificial Turf and Running Track at Henry Clay High School BG #19-108

PREPARED BY: Myron Thompson, Chief Operating Officer @ 381-4165

Recommended Action on: 7/27/2020
Consent Item

Superintendent Prior Approval: No

Recommendation/Motion: Approve the proposed deductive Change Order No. Four to the contract with Vescio's SportsFields for the replacement of the artificial turf field and track at Henry Clay High School in the amount of \$7,050.00 (Seven Thousand, Fifty Dollars), subject to the approval of the Kentucky Department of Education, District Facilities Branch, per the provisions of 702 KAR 4:160.

Background/Rationale: Due to normal life-cycle and wear-and-tear, the artificial turf field and track at Henry Clay High School are coming to the end of their expected life cycle and are ready for replacement. Pearson & Peters Architects produced final Construction Documents for bidding describing the replacement of the artificial turf and running track. Bids were received on April 9, 2019 and construction began in May, 2019. The Office of Facility Design & Construction, the design consultants and the local building code officials have reviewed the progress of the work. Changes to the original plans and specifications have been necessary in order to satisfy the requirements described below. Approval of these changes allows the work to be completed. The description and cost of these items are summarized as follows:

	Change to DPOs	Change to GC Contract	6.70% A/E FEE
To improve original plans and specs:			
• Provide credit to Owner for unused portion of allowance for track repair; deduct:		(\$7,050.00)	\$0
Total Change Order No. Four:		(\$7,050.00)	
Design consultant fees:			\$0
Total Cost:		(\$7,050.00)	

A 5% contingency (\$46,503) is included in the project's available funds. There have been four previous change orders on this project. The cost of the current and all changes orders represents a 1.98% change in the construction cost.

Policy: 702 KAR 4:160

Fiscal Impact:

<u>Fund</u>	<u>Org. Code</u>	<u>Project Code</u>	<u>Object Code</u>	<u>Balance</u>
Construction 360	0393607	19108	0840	\$30,240.65

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Board of Education: Stephanie Spires, Chair • Raymond Daniels, Vice Chair • Daryl Love • Christy Morris • Tyler Murphy

Superintendent Emmanuel Caulk

Attachments(s): **None**

On motion by _____, seconded by _____,
the Board approved the deductive Change Order No. Four to the contract with Vescio's SportsFields for
the replacement of the artificial turf field and track at Henry Clay High School in the amount of \$7,050.00
(Seven Thousand, Fifty Dollars), subject to the approval of the Kentucky Department of Education, District
Facilities Branch, per the provisions of 702 KAR 4:160.

Stephanie Spires, Board Chair

Emmanuel Caulk, Superintendent

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

MEETING: Regular

DATE: July 27, 2020

TOPIC: Approval of a Proposed Change Order (No. Six) to the Contract for the for Modifications to the Front Entries and Secured Vestibules at Bryan Station High, Henry Clay High, Lafayette and Paul Laurence Dunbar High Schools; Beaumont, Morton, Southern and Winburn Middle Schools; and SCAPA (GROUP A) BG# 19-121

PREPARED BY: Myron Thompson, Chief Operating Officer @ 381-4165

Recommended Action on: 7/27/2020
Consent Item

Superintendent Prior Approval: No

Recommendation/Motion: Approve the proposed additive Change Order No. Six to the contract with E.C. Matthews Company, Inc. for Modifications to the Front Entry and Secured Vestibule at Bryan Station, Henry Clay, Lafayette and Paul Laurence Dunbar High Schools; Beaumont, Morton, Southern and Winburn Middle Schools; and SCAPA (GROUP A), in the amount of \$4,944.00 (Four Thousand, Nine Hundred Forty-four Dollars), with an equivalent transfer of funds from Object Code 0840 to 0450, and a corresponding transfer of \$389.34 (Three Hundred Eighty-nine Dollars and Thirty-four Cents) for design consultant fees from Object Code 0840 to 0346, subject to the approval of the Kentucky Department of Education, District Facilities Branch, per the provisions of 702 KAR 4:160.

Background/Rationale: When these facilities were renovated in the past, FCPS buildings did not include the features of a secured vestibule. As a part of the new Board-approved 10-Point Safety Investment Plan, modifications need to be made to the front entries and secured vestibules to provide a higher level of protection for students and staff. Sherman Carter Barnhart Architects have produced final Construction Documents for bidding describing these modifications. The negotiated bid was approved on June 24, 2019 and construction began in October 2019. The Office of Facility Design & Construction, the design consultants and the local building code officials have reviewed the progress of the work. Changes to the original plans and specifications have been necessary in order to satisfy the requirements described below. Approval of these changes allows the work to be completed. The description and cost of these items are summarized as follows:

	Change to DPOs	Change to GC Contract	6.3% A/E FEE
To improve original plans/specs:			
<ul style="list-style-type: none"> Provide labor, materials and equipment to provide additional power receptacles and data drops for the Metal Detector Storage Room 102 – Henry Clay High; add: 		\$4,944.00	\$389.34
Total Change Order No. Six:		\$4,944.00	
Design consultant fees:			\$389.34
Total Cost:		\$5,333.34	

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Superintendent Emmanuel Caulk

A 5% contingency (\$78,080) is included in the project's available funds. There have been five previous change orders on this project. The cost of the current and all changes orders represents a 0.70% increase in the construction cost.

Policy: 702 KAR 4:160

Fiscal Impact:

<u>Fund</u>	<u>Org. Code</u>	<u>Project Code</u>	<u>Object Code</u>	<u>Balance</u>
Construction 360	0003603	19121	0840	\$71,089.41

Attachments(s): None

On motion by _____, seconded by _____, the Board approve the proposed additive Change Order No. Six to the contract with E.C. Matthews Company, Inc. for Modifications to the Front Entry and Secured Vestibule at Bryan Station, Henry Clay, Lafayette and Paul Laurence Dunbar High Schools; Beaumont, Morton, Southern and Winburn Middle Schools; and SCAPA (GROUP A), in the amount of \$4,944.00 (Four Thousand, Nine Hundred Forty-four Dollars), with an equivalent transfer of funds from Object Code 0840 to 0450, and a corresponding transfer of \$389.34 (Three Hundred Eighty-nine Dollars and Thirty-four Cents) for design consultant fees from Object Code 0840 to 0346, subject to the approval of the Kentucky Department of Education, District Facilities Branch, per the provisions of 702 KAR 4:160.

Stephanie Spires, Board Chair

Emmanuel Caulk, Superintendent

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

MEETING: Regular

DATE: July 27, 2020

TOPIC: Approval of a Proposed Change Order (No. Five) to the Contract for the for Modifications to the Front Entries and Secured Vestibules at Ashland, Harrison, Maxwell, Booker T. Washington, Dixie, Northern and Picadome Elementary Schools; Crawford Middle School; and the FCPS Preschool Center (GROUP B)
BG# 19-122

PREPARED BY: Myron Thompson, Chief Operating Officer @ 381-4165

Recommended Action on: 7/27/2020
Consent Item

Superintendent Prior Approval: No

Recommendation/Motion: Approve the proposed additive Change Order No. Five to the contract with E.C. Matthews Company, Inc. for Modifications to the Front Entry and Secured Vestibule at Ashland, Harrison, Maxwell, Booker T. Washington, Dixie, Northern and Picadome Elementary Schools; Crawford Middle School; and the FCPS Preschool Center (GROUP B), in the amount of \$4,537.00 (Four Thousand, Five Hundred Thirty-seven Dollars) with an equivalent transfer of funds from Object Code 0840 to 0450, and a corresponding transfer of \$357.29 (Three Hundred Fifty-seven Dollars and Twenty-nine Cents) for design consultant fees from Object Code 0840 to 0346, subject to the approval of the Kentucky Department of Education, District Facilities Branch, per the provisions of 702 KAR 4:160.

Background/Rationale: When these facilities were renovated in the past, FCPS buildings did not include the features of a secured vestibule. As a part of the new Board-approved 10-Point Safety Investment Plan, modifications need to be made to the front entries and secured vestibules to provide a higher level of protection for students and staff. Ross Tarrant Architects have produced final Construction Documents for bidding describing these modifications. The negotiated bid was approved on June 24, 2019 and construction began in October 2019. The Office of Facility Design & Construction, the design consultants and the local building code officials have reviewed the progress of the work. Changes to the original plans and specifications have been necessary in order to satisfy the requirements described below. Approval of these changes allows the work to be completed. The description and cost of these items are summarized as follows:

	Change to DPOs	Change to GC Contract	6.3% A/E FEE
To improve original plans and specs:			
• Provide labor, materials and equipment to provide relocation of existing drain line – Harrison Elementary; add:		\$900.00	\$70.88
To comply with building code:			
• Provide labor, materials and equipment to provide looming and suspension of existing data cabling per the electrical inspector – Harrison Elementary; add:		\$3,637.00	\$286.41
Total Change Order No. Five:		\$4,537.00	

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Superintendent Emmanuel Caulk

Design consultant fees:				\$357.29
Total Cost:				\$4,894.29

A 5% contingency (\$79,330) is included in the project's available funds. There have been four previous change orders on this project. The cost of the current and all changes orders represents a 4.12% increase in the construction cost.

Policy: 702 KAR 4:160

Fiscal Impact:

<u>Fund</u>	<u>Org. Code</u>	<u>Project Code</u>	<u>Object Code</u>	<u>Balance</u>
Construction 360	0003603	19122	0840	\$18,047.15

Attachments(s): None

On motion by _____, seconded by _____, the Board approve the proposed additive Change Order No. Five to the contract with E.C. Matthews Company, Inc. for Modifications to the Front Entry and Secured Vestibule at Ashland, Harrison, Maxwell, Booker T. Washington, Dixie, Northern and Picadome Elementary Schools; Crawford Middle School; and the FCPS Preschool Center (GROUP B), in the amount of \$4,537.00 (Four Thousand, Five Hundred Thirty-seven Dollars) with an equivalent transfer of funds from Object Code 0840 to 0450, and a corresponding transfer of \$357.29 (Three Hundred Fifty-seven Dollars and Twenty-nine Cents) for design consultant fees from Object Code 0840 to 0346, subject to the approval of the Kentucky Department of Education, District Facilities Branch, per the provisions of 702 KAR 4:160.

Stephanie Spires, Board Chair

Emmanuel Caulk, Superintendent

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

MEETING: Regular

DATE: July 27, 2020

TOPIC: Approval of a Proposed Change Order (No. Eight) to the Contract for the Renovation of 1555 Georgetown Road to House the STEAM Academy and the Success Academy BG# 19-163

PREPARED BY: Myron Thompson, Chief Operating Officer @ 381-4165

Recommended Action on: 7/27/2020
Consent Item

Superintendent Prior Approval: Yes

Recommendation/Motion: Approve the proposed Change Order No. Eight to the contract with D.W. Wilburn, Inc. for the renovation of 1555 Georgetown Road as the STEAM Academy and the Success Academy, in the amount of \$139,174.50 (One Hundred Thirty-nine Thousand, One Hundred Seventy-four Dollars and Fifty Cents), with an equivalent transfer of funds from Object Code 0840 to 0450, and a corresponding transfer of \$8,698.41 (Eight Thousand, Six Hundred Ninety-eight Dollars and Forty-one Cents) for design consultant fees from Object Code 0840 to 0346, subject to the approval of the Kentucky Department of Education, District Facilities Branch, per the provisions of 702 KAR 4:160.

Background/Rationale: The renovation of 1555 Georgetown Road as the STEAM Academy and the Success Academy is listed as priority 1.a.1 on FCPS's 2017 District Facility Plan (April 2019 Finding). Ross Tarrant Architects produced final Construction Documents for bidding describing renovation and reconfiguration of the existing building yielding a final project of approximately 119,981 SF to serve 600 STEAM Academy students and 14,240 SF to serve 80 Success Academy students. Bids were received on June 6, 2019 and construction began in July 2019. The Office of Facility Design & Construction, the design consultants and the local building code officials have reviewed the progress of the work. Changes to the original plans and specifications have been 139 in order to satisfy the requirements described below. Approval of these changes allows the work to be completed. The description and cost of these items are summarized as follows:

	Change to DPOs	Change to GC Contract	5.0% A/E FEE
To improve original plans and specs:			
• Provide labor, materials and equipment to demolish existing paving and provide heavy-duty asphalt paving and striping; add:		\$139,174.50	\$8,698.41
Total Change Order No. Eight:		\$139,174.50	
Design consultant fees:			\$8,698.41
Total Cost:			\$147,872.91

A 5% contingency (\$1,105,425) is included in the project's available funds. There have been seven previous change orders on this project. The cost of the current and all changes orders represents a 2.03% change in the construction cost.

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Superintendent Emmanuel Caulk

Policy: 702 KAR 4:160

Fiscal Impact:

<u>Fund</u>	<u>Org. Code</u>	<u>Project Code</u>	<u>Object Code</u>	<u>Balance</u>
Construction 360	1303603	19163	0840	\$981,075.16

Attachments(s): None

On motion by _____, seconded by _____, the Board approved the Change Order No. Eight to the contract with D.W. Wilburn, Inc. for the renovation of 1555 Georgetown Road as the STEAM Academy and the Success Academy, in the amount of \$139,174.50 (One Hundred Thirty-nine Thousand, One Hundred Seventy-four Dollars and Fifty Cents), with an equivalent transfer of funds from Object Code 0840 to 0450, and a corresponding transfer of \$8,698.41 (Eight Thousand, Six Hundred Ninety-eight Dollars and Forty-one Cents) for design consultant fees from Object Code 0840 to 0346, subject to the approval of the Kentucky Department of Education, District Facilities Branch, per the provisions of 702 KAR 4:160.

Stephanie Spires, Board Chair

Emmanuel Caulk, Superintendent

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

MEETING: Regular

DATE: July 27, 2020

TOPIC: Approval of a Proposed Change Order (No. Nine) to the Contract for the Renovation of 1555 Georgetown Road to House the STEAM Academy and the Success Academy BG# 19-163

PREPARED BY: Myron Thompson, Chief Operating Officer @ 381-4165

Recommended Action on: 7/27/2020
Consent Item

Superintendent Prior Approval: Yes

Recommendation/Motion: Approve the proposed Change Order No. Nine to the contract with D.W. Wilburn, Inc. for the renovation of 1555 Georgetown Road as the STEAM Academy and the Success Academy, in the amount of \$18,501.00 (Eighteen Thousand, Five Hundred One Dollars), with an equivalent transfer of funds from Object Code 0840 to 0450, and a corresponding transfer of \$291.81 (Two Hundred Ninety-one Dollars and Eighty-one Cents) for design consultant fees from Object Code 0840 to 0346, subject to the approval of the Kentucky Department of Education, District Facilities Branch, per the provisions of 702 KAR 4:160.

Background/Rationale: The renovation of 1555 Georgetown Road as the STEAM Academy and the Success Academy is listed as priority 1.a.1 on FCPS's 2017 District Facility Plan (April 2019 Finding). Ross Tarrant Architects produced final Construction Documents for bidding describing renovation and reconfiguration of the existing building yielding a final project of approximately 119,981 SF to serve 600 STEAM Academy students and 14,240 SF to serve 80 Success Academy students. Bids were received on June 6, 2019 and construction began in July 2019. The Office of Facility Design & Construction, the design consultants and the local building code officials have reviewed the progress of the work. Changes to the original plans and specifications have been 139 in order to satisfy the requirements described below. Approval of these changes allows the work to be completed. The description and cost of these items are summarized as follows:

	Change to DPOs	Change to GC Contract	5.0% A/E FEE
To correct deficient plans and specs:			
• Provide labor, materials and equipment to provide and install marquee sign; add:		\$13,832.00	\$0
To improve original plans and specs:			
• Provide labor, materials and equipment to provide gym floor paint for lettering and logos; add:		\$4,669.00	\$291.81
Total Change Order No. Nine:		\$18,501.00	
Design consultant fees:			\$291.81
Total Cost:		\$18,792.81	

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Superintendent Emmanuel Caulk

A 5% contingency (\$1,105,425) is included in the project's available funds. There have been eight previous change orders on this project. The cost of the current and all changes orders represents a 2.11% change in the construction cost.

Policy: 702 KAR 4:160

Fiscal Impact:

<u>Fund</u>	<u>Org. Code</u>	<u>Project Code</u>	<u>Object Code</u>	<u>Balance</u>
Construction 360	1303603	19163	0840	\$833,202.25

Attachments(s): None

On motion by _____, seconded by _____, the Board approved the Change Order No. Nine to the contract with D.W. Wilburn, Inc. for the renovation of 1555 Georgetown Road as the STEAM Academy and the Success Academy, in the amount of \$18,501.00 (Eighteen Thousand, Five Hundred One Dollars), with an equivalent transfer of funds from Object Code 0840 to 0450, and a corresponding transfer of \$291.81 (Two Hundred Ninety-one Dollars and Eighty-one Cents) for design consultant fees from Object Code 0840 to 0346, subject to the approval of the Kentucky Department of Education, District Facilities Branch, per the provisions of 702 KAR 4:160.

Stephanie Spires, Board Chair

Emmanuel Caulk, Superintendent

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

MEETING: Regular

DATE: June 22, 2020

TOPIC: Approval of a Proposed Change Order (No. Nine) to the Contract for the Disconnecting / Setting Up Utilities and Partial Renovation of 450 Park Place (Central Offices) BG# 20-060

PREPARED BY: Myron Thompson, Chief Operating Officer @ 381-4165

Recommended Action on: 6/22/2020
Consent Item

Superintendent Prior Approval: No

Recommendation/Motion: Approve the proposed additive Change Order No. Nine to the contract with Marrillia Design & Construction for the Disconnecting / Setting Up Utilities and Partial Renovation of 450 Park Place (Central Offices) in the amount of \$16,459.00 (Sixteen Thousand, Four Hundred Fifty-nine Dollars) with an equivalent transfer of funds from Object Code 0840 to 0450, and a corresponding transfer of \$1,100.69 (One Thousand, One Hundred Dollars and Sixty-nine Cents) for design consultant fees from Object Code 0840 to 0346, subject to the approval of the Kentucky Department of Education, District Facilities Branch, per the provisions of 702 KAR 4:160.

Background/Rationale: The Disconnecting / Setting Up Utilities and Partial Renovation of 450 Park Place as the new Central Office is listed as priority 3.6 on FCPS' 2017 District Facility Plan (Amendment approved by the Kentucky Board of Education on October 2, 2019). Staggs & Fisher Engineers produced final Construction Documents for bidding describing the renovation of the existing building. Bids were received on January 13, 2020, and construction began on February 20, 2020. The Office of Facility Design & Construction, the design consultants and the local building code officials have reviewed the progress of the work. Changes to the original plans and specifications have been necessary in order to satisfy the requirements described below. Approval of these changes allows the work to be completed. The description and cost of these items are summarized as follows:

	Change to DPOs	Change to GC Contract	5.35% A/E FEE
To resolve unforeseen conflict:			
• Provide labor, materials and equipment to revise the route of the fiber optic cable to WLEX-TV to run through existing and new underground conduits along Russell Cave Rd.; add:		\$13,145.00	\$879.07
• Provide labor, materials and equipment to provide cellular monitoring of the fire alarm system; add:		\$3,314.00	\$221.62
Total Change Order No. Nine:		\$16,459.00	
Design consultant fees:			\$1,100.69
Total Cost:			\$17,559.69

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Superintendent Emmanuel Caulk

A 10% contingency (\$511,285) is included in the project's available funds. There have been eight previous change orders on this project. The cost of the current and all changes orders represents a 3.62% change in the construction cost.

Policy: 702 KAR 4:160

Fiscal Impact:

<u>Fund</u>	<u>Org. Code</u>	<u>Project Code</u>	<u>Object Code</u>	<u>Balance</u>
Construction 360	0003610	20060	0840	\$300,372.92

Attachment(s): None

On motion by _____, seconded by _____, the Board approved proposed additive Change Order No. Nine to the contract with Marrillia Design & Construction for the Disconnecting / Setting Up Utilities and Partial Renovation of 450 Park Place (Central Offices) in the amount of \$16,459.00 (Sixteen Thousand, Four Hundred Fifty-nine Dollars) with an equivalent transfer of funds from Object Code 0840 to 0450, and a corresponding transfer of \$1,100.69 (One Thousand, One Hundred Dollars and Sixty-nine Cents) for design consultant fees from Object Code 0840 to 0346, subject to the approval of the Kentucky Department of Education, District Facilities Branch, per the provisions of 702 KAR 4:160.

Stephanie Spires, Board Chair

Emmanuel Caulk, Superintendent



FAYETTE COUNTY PUBLIC SCHOOLS

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

MEETING: Regular

DATE: July 27, 2020

TOPIC: Approval of Permanent Right-of-Way (Permanent Easement) and Temporary Construction Easement to Columbia Gas of Kentucky on the 450 Park Place Property BG# 20-060

PREPARED BY: Myron Thompson, Chief Operating Officer @ 381-4165

Recommended Action on: 7/27/2020
Consent Item

Superintendent Prior Approval: No

Recommendation/Motion: Authorize the Chair to accept and execute the Right of Way Agreement (easement) and authorize the Superintendent to accept and execute all subsequent documents required to finalize the agreed transaction set out therein and as agreeable to the Superintendent from Columbia Gas of Kentucky, Inc., the granting a 20' right of way (permanent easement) and granting a 25' temporary construction easement for which FCPS will be paid \$1.00.

Background/Rationale: As a part of the Transition Agreement with Lexmark, the District agreed to refeed the natural gas supply line direct to the site and to no longer be connected to the Lexmark natural gas service. This requires the granting a 20' right of way (permanent easement) and a 25' temporary construction easement for which FCPS will be paid \$1.00. Pavement, lawn, fencing and other materials disturbed by the construction will be replaced to match existing. This work will be provided at no cost to FCPS.

Policy: 702 KAR 4:160

Fiscal Impact: None

Attachment(s): None

On motion by _____, seconded by _____, the Board authorized the Chair to accept and execute the Right of Way Agreement (easement) and authorized the Superintendent to accept and execute all subsequent documents required to finalize the agreed transaction set out therein and as agreeable to the Superintendent from Columbia Gas of Kentucky, Inc., the granting a 20' right of way (permanent easement) and granting a 25' temporary construction easement for which FCPS will be paid \$1.00.

Stephanie Spires, Board Chair

Emmanuel Caulk, Superintendent

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Superintendent Emmanuel Caulk

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

MEETING: Regular

DATE: July 27, 2020

TOPIC: Approval of Third-Party Special Inspection Agreement for the Construction of the New Tates Creek High School BG 20-082

PREPARED BY: Myron Thompson, Chief Operating Officer @ 381-4165

Recommended Action on: 7/27/2020
Action Item for Vote (REGULAR MEETING)

Superintendent Prior Approval: No

Recommendation/Motion: Authorize the Superintendent to execute a contract with L.E. Gregg, Inc. in the amount of \$188,850.00 (One Hundred Eighty-eight Thousand, Eight Hundred Fifty Dollars) to perform the third-party special inspections outlined below.

Background/Rationale: The International Building Code as adopted by Kentucky requires the Owner of construction/renovation projects to contract directly with a qualified engineering firm that can act as a third-party Special Inspection Agent for the duration of a renovation/construction project. Previous editions of the code allowed the special inspector to be hired by the contractor. The current series of FCPS projects and all future projects will be required to have special inspectors hired directly by FCPS.

Several sections of the Kentucky Building Code require the special inspection of structural materials and their installation (i.e., concrete footings, bolted steel connections, masonry materials) prior to the work progressing to the next phase. This is meant to be a safeguard to Owner, the building occupants and the general public, and will help eliminate construction defects before structural components are concealed by finish materials.

In preparation for the start of construction, proposals were obtained from three (3) qualified engineering firms to serve as the Special Inspection Agent. The special inspector must be available as soon as the contractor begins foundation work and whenever inspection activities are required by the code throughout the life of the project. Based on the design team's analysis of the proposals received, L.E. Gregg, Inc. appears to have submitted an acceptable proposal meeting all of the project criteria. The total anticipated value of the services needed for the project requires the approval of the Board.

Policy: 01.11 – Powers and Duties of the Board

Fiscal Impact:

<u>Fund</u>	<u>Org. Code</u>	<u>Project Code</u>	<u>Object Code</u>
Construction 360	1053603	19079	0349

Attachments(s): None

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Superintendent Emmanuel Caulk

On motion by _____, seconded by _____,
the Board authorized the Superintendent to execute a contract with L.E. Gregg, Inc. in the amount of
\$188,850.00 (One Hundred Eighty-eight Thousand, Eight Hundred Fifty Dollars) to perform the third-party
special inspections outlined above.

Stephanie Spires, Board Chair

Emmanuel Caulk, Superintendent



FAYETTE COUNTY PUBLIC SCHOOLS

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

MEETING: Regular

DATE: July 27, 2020

TOPIC: Approval of Construction Photography/ Documentation Services Agreement for the Construction of the New Tates Creek High School BG 20-082

PREPARED BY: Myron Thompson, Chief Operating Officer @ 381-4165

Recommended Action on: 7/27/2020
Action Item for Vote (REGULAR MEETING)

Superintendent Prior Approval: No

Recommendation/Motion: Authorize the Superintendent to execute a contract with MVK Limited d/b/a Multivista in the amount of \$46,500.00 (Forty-six Thousand, Five Hundred Dollars) to perform construction photography / documentation services outlined below.

Background/Rationale: Beginning in the fall of 2014, the District has incorporated the use of construction photography/documentation services to digitally document the monthly progress of construction/renovation of projects per the request of the district maintenance department. This documentation focuses on the pre-slab installations just prior to placing concrete, as well as mechanical, electrical and plumbing systems after rough-ins are complete and just prior to covering up by insulation or drywall. FCPS Maintenance staff uses this documentation for research when a problem arises in the future.

In preparation for the start of construction, an email was sent on June 3, 2020 to four (4) vendors that perform these services. The set up for these services was to be available as soon as the contractor begins foundation work. Only 2 responses were received: Multivista at \$46,500 and Mapsync at \$119,500. Based on the analysis of the proposals received, MVK Limited d/b/a Multivista appears to have submitted the lowest, best proposal meeting all of the project criteria. The total anticipated value of the services needed for the project requires the approval of the Board.

Policy: 01.11 – Powers and Duties of the Board

Fiscal Impact:

<u>Fund</u>	<u>Org. Code</u>	<u>Project Code</u>	<u>Object Code</u>
Construction 360	1053603	19079	0349

Attachments(s): Contract

On motion by _____, seconded by _____, the Board authorized the Superintendent to execute a contract with MVK Limited d/b/a Multivista in the amount of \$46,500.00 (Forty-six Thousand, Five Hundred Dollars) to perform construction photography / documentation services outlined above.

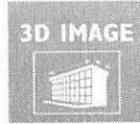
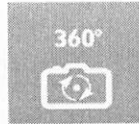
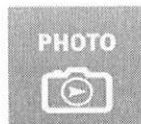
Stephanie Spires, Board Chair

Emmanuel Caulk, Superintendent

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Superintendent Emmanuel Caulk



MULTIVISTA CONSTRUCTION DOCUMENTATION PROPOSAL AND AGREEMENT

CLIENT: Fayette County Public Schools
PROJECT: New Tates Creek High School
LOCATION: Lexington, KY
PROJECT SIZE: Approximately 358,000 SQFT
DURATION: 24 Months
DATE: June 4th, 2020
START DATE: June 2020

MVK Limited ("Multivista") is pleased for the opportunity to provide **Fayette County Public Schools** ("Client") with superior photographic documentation of **New Tates Creek High School** ("Project") under the following terms and conditions.

1.0 Scope of Services:

This Section 1 sets forth the complete scope of services that Multivista will provide for the above-described project:

1.1 Project Documentation (Photo Sets):

(A) Current Condition Documentation:

- (1) **Site Survey (Pre-Construction):** Preconstruction Site Survey documenting existing infrastructure surrounding building prior to the start of construction.

(B) Progression Sets:

- (1) **Interior/Exterior 360 Degree Progression Shoots:** Up to 24 Monthly Trips. Multivista 360 Photo is a service and software upgrade that enhances our standard progressions by using panorama photos produced using special cameras that are able to capture a full spherical field of view in a single exposure.
 - a. Multivista will set an exterior path once foundations are in and continue monthly for up to 24 months.
 - b. Multivista will set an interior path once substantially framed and will continue monthly, adding areas when needed.

(C) Detailed Sets*:

- (1) **Pre-Slab Exact-Built™:** Detailed exact builds of pre-slab just prior to placing concrete or as directed by client. Slab on grade only approximately 100k sf.
- (2) **Interior MEP Exact-Built™:** Detailed interior exact built of all mechanical, electrical and plumbing systems, to be conducted after rough-ins are complete, just prior to insulation or drywall, or as directed by client.
 - a. Multivista will focus on Ceilings and capture walls if/when necessary.

(D) Slideshows:

Slideshows are an included service for all project scopes that include Photographic Documentation. They provide an "executive Summary or overview of your project that is useful for marketing as well as allowing lenders, consultants, committees and executives to quickly review the overall construction. Slideshows can also house photographs taken by the client's project team as well as aerial photography. **These will not be tied to the drawings.**

- **Miscellaneous Photos Sets** (dated and labeled): Provided during scheduled visits by the photographer with a minimum as set forth above. Allows for the inclusion of timely images which do not fit into any regular monthly photopath.

1.2 Complete Documentation Services:

In addition to the foregoing, all documentation packages include:

- Pre-documentation consultation(s) with the Client identifying project-specific needs, appropriate documentation intervals and common or custom elements requiring detailed photo sets. If, based on these consultations, it is determined that the Scope of Services should be increased or decreased, a revised proposal or addendum will be executed, with a revised fee, prior to documentation commencement.
- Baseline schedule analysis in order to evaluate and estimate appropriate photo set intervals and durations.
- Determination of optimal photograph locations/perspectives ("hotspots") based on the site plans and building floor plans provided by the Client or his agent(s) and designed to capture the total progress of construction at the agreed upon intervals and/or milestones.
- A highly representative number of digital photographs at such intervals and for such durations, and at the specified milestones, as requested by the Client and set forth in Section 1.1, above.
- Linking each photo set to the appropriate location on the site plans and/or floor plans of the Client.
- On-line web hosting of the documentation on the Multivista website for the construction period covered by the documentation, accessible from anywhere internet is accessible.
- Password protected access to the documentation.
- Two CD or DVD ROM copies of the entire Documentation upon completion.

2.0 Documentation Fees:

The following Documentation Fee is inclusive of all the services set forth in Section 1 above:

Monthly Invoice: \$ 1,357.00 x 24 months

Set-Up: \$ 13,932.00 (Set up fee is due on or prior to commencement. Set-Up is for services rendered prior to any field work beginning. Set up includes building and hosting the project website, cleaning up and loading CAD files on website, setting up shoot path on software and kick off meetings)

Total Fees: \$46,500.00

2.1 Early Completion and Additional Build Time Fees

Invoicing is based on periods set forth above, beginning from time to time throughout construction. If the scope of work set forth in Section 1 above is completed prior to those times, the balance of the Total Fees unpaid at the completion of the scope of work shall be due and payable within thirty (30) days of the final shoot. Exterior and

Interior Progression Shoots in excess of the number set forth in Section 1, if required, will be priced as needed. Additional Detail Shoots will be priced individually.

2.2 Reimbursable Expenses (reimbursable expenses are estimated to be \$ 0, including mark-up.)

Multivista will invoice for actual expenses incurred plus 15% for those expenses that are directly related to the Project. Back-up for all such expenses will be provided with invoicing. Expenses that are reimbursable include, but are not limited to, mileage, out-of-town travel (including airfare, ground transportation, gas, lodging and incidentals), reproductions, printing costs, deliveries/parcels and project-specific insurance where insurance needs exceed Multivista's general liability policy limits.

On this Project, reimbursable expenses are estimated to be \$ 0, including mark-up.

3.0 Contingency Fees

Multivista would be pleased to accommodate limited additional items that may be captured during our scheduled visits and included in the Slideshow section of our service. Additional items which require special visits to site or are of significant scope may be added for the rate of \$150 per hour for on site services and \$75 per hour for computer services.

4.0 Standard Terms and Conditions

- 1) **SERVICES:** Multivista shall provide professional services in accordance with the above agreed upon scope of work.
- 2) **DETAILED PHOTO SETS:** Because of the volatile nature of construction schedules, IT IS THE SOLE RESPONSIBILITY OF THE CLIENT TO PROVIDE MULTIVISTA AT LEAST 24 HOURS NOTICE PRIOR TO THE TIME THAT A DETAILED SET MUST BE PERFORMED. To the extent look-ahead schedules are made available to Multivista, Multivista will endeavor to communicate with the Project owner's representative or superintendent regarding upcoming Detailed Set shoots. However, Multivista will not be responsible if such Detailed Sets are not performed due to lack of notice pursuant to this provision.

_____ **Client Initials**

- 3) **AGENT/OWNER'S REPRESENTATIVE:** Client must designate a specific person or persons authorized to and responsible for scheduling site visits and Detailed Shoots.
- 4) **EXECUTION:** This Agreement becomes effective upon signatures by the authorized representative, of the Client and Multivista and upon receipt by Multivista of a signed original or facsimile transmittal. Multivista is authorized to proceed with services upon receipt of an executed Agreement or written Notice to proceed. If facsimile transmittal is initially sent to Multivista, Client will provide Multivista with a signed original for record as soon as practical.
- 5) **COMPLETION/TERMINATION:** This Agreement shall remain in force until terminated. This contract may be terminated by the Client and/or Multivista, upon fourteen (14) days written notice. In the event of such termination Multivista will be paid the portion of the compensation (and fixed fee, if applicable) earned for services properly performed through the termination date including any retention held by the Client. Continuing Service Agreements shall be reviewed annually for rates and shall remain in force until terminated in writing by either party.
- 6) **STANDARD OF CARE:** Services provided by Multivista under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Multivista makes no warranties or guarantees, either expressed or implied, of the fitness of its documentation for any particular use.
- 7) **INDEPENDENT CONSULTANT:** Multivista is and shall be at all times during the term of the Agreement an independent consultant and not an agent of the Client. Client acknowledges and agrees that, notwithstanding this Agreement or any provision contained herein, Multivista may provide its services, including, but not limited to, those services contained in the Scope of this Agreement, to any other party authorized to contract for services relating to, in connection with or on behalf of the Project, including, but

- not limited to, the Contractor(s), Owner(s), Developer(s), Architect(s) or Owner's Representatives. Client hereby waives any claim of conflict of interest, estoppel or business interference arising out of any such third party agreement(s) to provide services relating to, in connection with or on behalf of the Project.
- 8) **COMPLIANCE WITH LAWS:** Multivista will comply with Federal, State, and local laws applicable to the services to be provided under this Agreement.
 - 9) **PAYMENT & COLLECTION:** An initial set up fee for services rendered which is identified in section 2.0 Documentation Fees, is due upon execution of this proposal, and no later than 10 days prior to the commencement of documentation. Remaining balance to be invoiced on a monthly basis according to work completed. Payments are due in full within thirty (30) days from date of invoice, or according to other terms as agreed to expressly in writing. The Client will be invoiced for work completed. A finance charge of 1-1/2% per month, equivalent to 18% per annum, will be assessed on any amounts outstanding beyond 30-day payment terms. In the event legal action is necessary to enforce the payment provisions of this Agreement if the Client fails to make payment within thirty (30) days of the invoice date, Multivista shall be entitled to collect from the Client any judgment or settlement sums due, reasonable attorney's fees, court costs and expenses incurred by Multivista in connection therewith and, in addition, the reasonable value of Multivista's time and expenses spent in connection with such collection action, computed at Multivista's prevailing fee schedule and expense policies.
 - 10) **OWNERSHIP OF DOCUMENTS:** Specifications, drawings, personal information, or other information given to Multivista by the Client is disclosed in confidence. They shall not be reproduced, copied, disclosed, or used except in connection with the services which are the subject of this agreement. All photos including and all documents on electronic media prepared under this Agreement are instruments of service and are, and shall remain, the property of Multivista, including all intellectual property rights, until such time as they are paid for in full by the Client at which time their ownership shall pass to the Client. Multivista makes no warrants as to the professional nature of the photograph other than to capture the construction progress. Notwithstanding the foregoing, the underlying proprietary software, processes, procedures and all other proprietary information used to create these instruments of service, including all intellectual property rights associated therewith, shall at all time remain the sole property of Multivista. Notwithstanding the foregoing, Multivista reserves the right to use limited samples of the media and system service prepared for Client (not to exceed 1% of total project images) for Multivista marketing and promotional purposes.
 - 11) **SITE VISITS/OBSERVATION:** Multivista shall visit the project and/or construction site at appropriate intervals and take photos of the construction progress. Visits to the project site and observations made by Multivista as part of services provided during construction under this Agreement shall not make Multivista responsible for monitoring of the work. Multivista employees will report to the site office prior to working on site. The site superintendent shall be the designated person granting permission onto the site in order to ensure safe access for Multivista employees.
 - 12) **CHANGES IN WORK SCOPE:** From time to time, the Client may wish to increase the scope of the documentation, or enroll further projects. Any changes in scope of work shall be bound by this agreement, subject to any further agreements made in writing and signed by all parties to this agreement. Such increases in scope or further enrollments will be considered addendums to this contract and will be billed as set forth herein or as set forth in an Additional Service Agreement (for Detailed Set enrollments).
 - 13) **DELAYS:** Multivista shall not be liable for delays in performing or failure to perform its obligations under this Agreement resulting directly or indirectly from, or contributed to by acts of God; acts or failures to act by the Client; acts or failures to act by civil or military authority; governmental priorities; fires; strikes; or labor disputes; accidents; floods; epidemics; failure of the worldwide web, or any other circumstances beyond Multivista's reasonable control, whether similar or dissimilar to the foregoing. The Client or Multivista shall notify the other promptly of any potential delay.
 - 14) **EQUAL OPPORTUNITY EMPLOYMENT:** Multivista will comply with federal regulations pertaining to Equal Opportunity Employment. Multivista will comply with applicable local, state, and federal regulations concerning minority hiring. Multivista's equal opportunity employment policy applies to all phases of employment.

- 15) **INSURANCE:** Multivista will maintain \$2,000,000 business liability insurance. Multivista is currently covered by a policy with Auto Owners Insurance Company. Multivista will add the Client and the Client's agents as additionally insured on Multivista's policy upon request.
- 16) **INDEMNIFICATION/HOLD-HARMLESS:** Multivista shall indemnify and defend the Client and their principals and members, Client's Inspectors, General Contractor, Architect, Architect's consultants, and agents and employees of any of them from claims based on intentional misconduct or gross negligence by Multivista, its employees and agents. Client shall indemnify and defend Multivista for any claims related directly or indirectly to the project that do not result from the sole and direct intentional misconduct or gross negligence of Multivista, its employees and agents.
- 17) **LIMITATION OF LIABILITY:** Client agrees to limit the liability of Multivista for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes so that the total aggregate liability of Multivista to the Client shall not exceed Multivista's total fee for services rendered under this Agreement.
- 18) **DISPUTES:** Any action for claims arising out of or relating to this Agreement or the project that is the subject of this Agreement shall be governed by the laws of the State of Ohio. Mediation is an express condition precedent to the filing of any legal action. Unless the parties agree otherwise, the mediation shall be conducted pursuant to the Construction Mediation rules of the American Arbitration Association.
- 19) **ATTORNEY FEES:** Should there be any suit or action instituted to enforce any right granted in the contract, the substantially prevailing party shall be entitled to recover its costs, disbursement and reasonable attorney fees from the other party. The party who is awarded a net recovery against the other shall be deemed the substantially prevailing party unless such other party has previously made a bona fide offer of payment in settlement and the amount of recovery is the same or less than the amount offered in settlement. Reasonable attorney fees may be recovered regardless of the forum in which the dispute is heard, including an appeal.
- 20) **EXPENSES:** Multivista shall be punctually reimbursed according to Multivista's Standard schedule of rates and fees for any out of contract costs incurred at the Client's written request.

Multivista will perform all work per the selected option for scope of services, standard terms and conditions, and shall be reimbursed for its expenses in accordance with Multivista's Documentation Fees. Upon acceptance of this Proposal Multivista will work diligently to pursue its work until the completion of this project, consistent with the above referenced Scope of Services. Your acceptance of this Proposal constitutes your authorization and direction to Multivista to proceed with this project. Multivista reserves the right to revoke or modify this Proposal at any time before its acceptance.

The foregoing proposal is accepted by:

MVK Limited ~~dba Multivista~~

Signature _____

Matthew Rolfe
0F43319CF01F4EE...

Printed Matthew Rolfe

Title Sales Manager

Date 7/2/2020

Fayette County Public Schools

Signature _____

MPD 7/6/2020

Printed _____

Title _____

Date _____

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

MEETING: Planning

DATE: 7/13/2020

TOPIC: Natural Gas Contract

PREPARED BY: Logan Poteat

Recommended Action on: 7/13/2020

Action Item for Vote (PLANNING MEETING)

Superintendent Prior Approval: No

Recommendation/Motion: A motion is in order to: “enter into a contract with Constellation Energy for natural gas purchasing from August 1st, 2020 through July 21st, 2023, per the staff recommendation.

Background/Rationale: The Kentucky Gas Aggregation Program for Schools has helped FCPS save hundreds of thousands of dollars on natural gas bills over the past 10 years. This program aggregates school districts and performs an RFP for natural gas prices for all the participating districts to provide competitive prices on natural gas. The attached document lists the possible contract lengths and prices. The recommended term is for 3 years at a price of \$4.700 +/- \$0.10 per MCF of natural gas from Constellation. This represents an approximate \$0.20 decrease over the current price FCPS is paying for natural gas.

Policy: KRS 45A.365

Fiscal Impact: Annual cost reduction of approximately \$37,908.00

Attachments(s): Natural Gas RFP Summary

AN EQUAL OPPORTUNITY SCHOOL DISTRICT

Board of Education: Stephanie Spires, Chair • Raymond Daniels, Vice Chair • Daryl Love • Christy Morris • Tyler Murphy

Superintendent Emmanuel Caulk

701 East Main Street, Lexington, Kentucky 40502 • Phone: 859.381.4100 • www.fcps.net

Mailing Address: 1126 Russell Cave Rd., Lexington, Kentucky 40505

**TRANE®**

Natural Gas RFP Summary

Fayette County Board of Education

Presentation Date **6/12/2020**

UTILITY

of Accounts

Expected Term Start

Switch Deadline

Columbia Gas of Kentucky

55

Aug-20

6/30/20

Current Supplier	Current Term	Recommended Offer (Mcf)	Current Contract Price \$/Mcf	Estimated Annual Volume (Mcf)	Estimated Annual Cost Increase (Reduction) vs. Recommended Offer	Notes
Constellation	Aug 2018 - July 2020	\$4.700	\$5.040	111,493	(\$37,908) -6.7%	Add delete allow for accounts to enter & exit the agreement without penalty

Supplier		Fixed		Variable	Swing Tolerance	Incremental / Cashouts	Notes
Constellation	12 Mth	4.890			100%	N/A	Pricing is in Mcf at the burnertip, utility consolidated billing, credit approved. Includes 10% add/delete provisions.
	24 Mth	4.790			100%	N/A	
	36 Mth	4.700			100%	N/A	
	48 Mth	4.700					
IGS Energy	12 Mth	4.710			100%	N/A	Pricing is in Mcf at the burnertip, utility consolidated billing, credit approved. Includes 10% add/delete provisions.
	24 Mth	4.790			100%	N/A	
	36 Mth	4.790			100%	N/A	
Volunteer Energy	12 Mth	4.890			100%	N/A	Pricing is in Mcf at the burnertip, utility consolidated billing, credit pending.
	24 Mth	4.990			100%	N/A	
	36 Mth	4.990			100%	N/A	

Recommendation

Of the three suppliers competing for gas supply to Fayette County Board of Education, both Constellation and IGS Energy are the top two - Volunteer Energy is close behind. Both Constellation (current supplier) and IGS offer add/delete provisions, which allow accounts to enter and exit the agreement without penalty as long as the aggregate load changes by no more than 10%. Constellation continues to have the most competitive offers - the fixed price offer of \$4.70/Mcf for 36 or 48 months compared to the current contract price returns an estimated energy cost reduction of \$37,908 or just under 7%.

Fayette County Board of Education

1126 Russell Cave Road

Lexington, KY 40505

Tax ID 69-6001054

Emmanuel Caulk, District Superintendent

Logan Poteat, Energy Engineer

859-619-6635

Logan.Poteat@Fayette.KYSchools.us

	Site Name	Address	City	State	Zip	LDC	Account	Meter	Rate Code
1	FAYETTE COUNTY BOARD OF EDUCATION	465 SPRINGHILL DR	LEXINGTON	KY	40503	CKY	129865400064	60698830	CKY Choice
2	FAYETTE COUNTY BOARD OF EDUCATION	3215 CORNWALL DR GENERAT	LEXINGTON	KY	40503	CKY	106226520024	12260070	CKY Choice
3	FAYETTE COUNTY BOARD OF EDUCATION	710 GLENDOWER RD NEW GEN	LEXINGTON	KY	40502	CKY	106344710024	M2205127	CKY Choice
4	FAYETTE COUNTY BOARD OF EDUCATION	1919 BRYNELL DR	LEXINGTON	KY	40505	CKY	129865410035	13260008	CKY Choice
5	NORTHERN ELEMENTARY	340 ROOKWOOD PARKWAY	LEXINGTON	KY	40505	CKY	105952360011	99452060	CKY Choice
6	VETERANS PARK ELEMENTARY	4351 CLEARWATER WAY	LEXINGTON	KY	40515	CKY	147851400016	M2205090	CKY Choice
7	JULIUS MARKS ELEMENTARY	3277 PEPPERHILL RD	LEXINGTON	KY	40502	CKY	129865480022	M0111517	CKY Choice
8	ARLINGTON MIDDLE	122 ARCEME AVE	LEXINGTON	KY	40505	CKY	105910670023	98446990	CKY Choice
9	PICADOME ELEMENTARY	1642 HARRODSBURG ROAD	LEXINGTON	KY	40504	CKY	106428400021	M1204095	CKY Choice
10	MARY TODD ELEMENTARY	551 PARKSIDE DR	LEXINGTON	KY	40505	CKY	105973430012	16260057	CKY Choice
11	LANSDOWNE ELEMENTARY	336 REDDING RD	LEXINGTON	KY	40517	CKY	106324510019	53275160	CKY Choice
12	JESSIE M. CLARK MIDDLE	3341 CLAYS MILL ROAD	LEXINGTON	KY	40503	CKY	129865440020	13715094	CKY Choice
13	SANDERSVILLE ELEMENTARY	3025 SANDERSVILLE	LEXINGTON	KY	40511	CKY	106219490035	M7280153	CKY Choice
14	EASTSIDE TECHNICAL	2208 LIBERTY ROAD	LEXINGTON	KY	40509	CKY	129865400037	M4290024	CKY Choice
15	BOOKER T WASHINGTON INTERMEDIATE	475 PRICE ROAD	LEXINGTON	KY	40508	CKY	106027260012	M2700140	CKY Choice
16	EDITH J HAYNES MIDDLE	260 RICHARDSON PLACE	LEXINGTON	KY	40509	CKY	165272920013	M2700878	CKY Choice
17	ASHLAND ELEMENTARY	195 N. ASHLAND AVENUE	LEXINGTON	KY	40502	CKY	106517450013	M7715022	CKY Choice
18	SOUTHERN ELEMENTARY	340 WILSON DOWNING RD	LEXINGTON	KY	40517	CKY	106315740010	60929030	CKY Choice
19	FAYETTE COUNTY BOARD OF EDUCATION	2319 CLAYS MILL ROAD	LEXINGTON	KY	40503	CKY	106219490017	91185880	CKY Choice
20	CASSIDY ELEMENTARY	1125 TATES CREEK RD	LEXINGTON	KY	40502	CKY	106428400030	18290057	CKY Choice
21	LIBERTY ELEMENTARY	2585 LIBERTY ROAD	LEXINGTON	KY	40509	CKY	129865400046	M2700060	CKY Choice
22	MILES POINT WAY	780 MILES POINT WAY	LEXINGTON	KY	40510	CKY	105952360020	M8717031	CKY Choice
23	SOUTHSIDE TECHNICAL	1800 HARRODSBURG RD	LEXINGTON	KY	40504	CKY	106218190012	16725010	CKY Choice
24	BOOKER T WASHINGTON PRIMARY	707 HOWARD ST	LEXINGTON	KY	40508	CKY	106015860011	M1500702	CKY Choice
25	HARRISON ELEMENTARY	161 BRUCE STREET	LEXINGTON	KY	40507	CKY	106048510015	93178490	CKY Choice
26	WINBERN MIDDLE	1060 WINBURN DR	LEXINGTON	KY	40511	CKY	105992830018	84601280	CKY Choice
27	LEESTOWN MIDDLE	2010 LEESTOWN	LEXINGTON	KY	40511	CKY	106598470019	M0111149	CKY Choice
28	LEXINGTON TRADITIONAL MAGNET	350 LIMESTONE	LEXINGTON	KY	40508	CKY	106584710017	M3290060	CKY Choice
29	DIXIE ELEMENTARY	1940 EASTLAND PARKWAY	LEXINGTON	KY	40505	CKY	106632120018	98215620	CKY Choice
30	CRAWFORD MIDDLE	1813 CHARLESTON DR	LEXINGTON	KY	40505	CKY	106613270026	90051940	CKY Choice
31	THE CLOTHING CENTER	700 BULLOCK PLACE	LEXINGTON	KY	40508	CKY	106517680015	95320842	CKY Choice
32	LIBERTY RD. BUS COMPLEX	2264 LIBERTY ROAD	LEXINGTON	KY	40509	CKY	106557440011	60698910	CKY Choice
33	THE LEARNING CENTER	2420 SPURR RD	LEXINGTON	KY	40511	CKY	106568480010	10715079	CKY Choice
34	ROSA PARKS ELEMENTARY	1251 BEAUMONT CENTR LANE	LEXINGTON	KY	40513	CKY	129865200020	91217120	CKY Choice
35	BRYAN STATION HIGH	201 EASTIN RD	LEXINGTON	KY	40505	CKY	129865190069	M7715005	CKY Choice
36	EASTSIDE TECHNICAL	2208 LIBERTY ROAD	LEXINGTON	KY	40509	CKY	129865400028	87022250	CKY Choice
37	MORTON MIDDLE	1225 TATES CREEK ROAD	LEXINGTON	KY	40502	CKY	106428400012	M6717047	CKY Choice
38	MAXWELL ELEMENTARY	301 WOODLAND AVE	LEXINGTON	KY	40508	CKY	106362610018	99219470	CKY Choice
39	JOHNSON ELEMENTARY	123 E. SIXTH ST	LEXINGTON	KY	40508	CKY	106595340012	88125200	CKY Choice
40	LAFAYETTE HIGH	401 REED LANE	LEXINGTON	KY	40503	CKY	129865200011	97209040	CKY Choice
41	TATES CREEK CAMPUS	1111 CENTRE PARKWAY	LEXINGTON	KY	40517	CKY	129865210019	89096670	CKY Choice
42	HENRY CLAY HIGH	2100 FONTAINE ROAD	LEXINGTON	KY	40502	CKY	129865180025	12711124	CKY Choice
43	JAMES L. ALLEN ELEMENTARY	1901 APPOMATTOX ROAD	LEXINGTON	KY	40504	CKY	129865450028	10733012	CKY Choice
44	YATES ELEMENTARY	695 EAST NEW CIRCLE ROAD	LEXINGTON	KY	40505	CKY	129865470024	11260050	CKY Choice
45	SOUTHERN MIDDLE	400 WILSON DOWNING ROAD	LEXINGTON	KY	40517	CKY	129865420024	90054200	CKY Choice
46	IAK STUDENT SUPPORT CENTER	701 E. MAIN ST	LEXINGTON	KY	40502	CKY	129865400055	10711114	CKY Choice
47	MEADOWTHORPE ELEMENTARY	1710 N FORBES RD	LEXINGTON	KY	40511	CKY	129865430022	15713090	CKY Choice
48	BEAUMONT MIDDLE	2080 GEORGIAN WAY	LEXINGTON	KY	40504	CKY	129865460026	10735070	CKY Choice
49	PAUL LAURENCE DUNBAR SCHOOL	1600 MAN O' WAR BOULEVARD	LEXINGTON	KY	40513	CKY	129865390021	10731130	CKY Choice
50	BRECKINRIDGE ELEMENTARY	2101 SAINT MATHILDA DR	LEXINGTON	KY	40502	CKY	106483170024	66206320	CKY Choice
51	CARDINAL VALLEY ELEMENTARY	218 MANDALAY RD	LEXINGTON	KY	40504	CKY	106089480025	17260043	CKY Choice
52	FAYETTE COUNTY BOARD OF EDUCATION	1126 RUSSELL CAVE ROAD	LEXINGTON	KY	40505	CKY	185246390016	86263340	CKY Choice
53	FAYETTE COUNTY BOARD OF EDUCATION	1555 Georgetown Rd	LEXINGTON	KY	40511	CKY	106483170033	08611470	CKY Choice
54	Frederick Douglas High School	2000 Winchester Rd	LEXINGTON	KY	40505	CKY	129865400082	16723004	CKY Choice
55	Garrett Morgan Elementary School	1200 Passage Mound Way	LEXINGTON	KY	40509	CKY	129865400073	15713176	CKY Choice

Signed _____

Print Name _____

Title _____

Date _____



**Constellation NewEnergy - Gas Division, LLC
Columbia Gas of Kentucky
Commercial Customer Acknowledgement Form**

I confirm that my sales representative explained that he or she is acting as an agent for Constellation NewEnergy - Gas Division, LLC ("Constellation") and provided me with the following information:

1. I am entering into this Contract (as hereinafter defined) with Constellation and not with Columbia Gas of Kentucky ("COLUMBIA GAS"). COLUMBIA GAS will continue to deliver the gas, read my meter, send me one consolidated bill that will include both the delivery charge from COLUMBIA GAS and the gas purchase charge from Constellation, and provide emergency services.
2. This Contract covers the cost of the natural gas itself. In addition, I will continue to pay regulated delivery costs billed by COLUMBIA GAS and any additional taxes that may be imposed.
3. Constellation will supply natural gas at the fixed price per MCF indicated on the Commercial Natural Gas Supplier Enrollment Form attached hereto. This price will not change for the term of this Contract.
4. I understand that my sales representative is an independent agent for Constellation and does not represent COLUMBIA GAS.
5. If I terminate this Contract more than seven (7) days after the date I sign this Contract, or if I breach this Contract for any other reason, I may incur a cost recovery fee in accordance with this Contract.
6. I will continue to be supplied with natural gas for my business whether or not I sign this Contract. If I choose to remain with COLUMBIA GAS, the price will continue to be set subject to regulatory tariff provisions.
7. This Commercial Customer Acknowledgement Form, Commercial Natural Gas Supplier Enrollment Form, any welcome letter and the General Terms and Conditions attached hereto are my complete agreement with Constellation (collectively referred to herein as the "Contract"), and the agent has no authority to change or add to our agreement. No oral statements made by the agent are a part of this Contract.
8. Constellation is a registered supplier under COLUMBIA GAS's Customer Choice Program which is subject to ongoing jurisdiction of the Kentucky Public Service Commission ("PSC"). The PSC does not regulate the price of gas or other charges found in this Contract. Information regarding COLUMBIA GAS's Gas Cost Adjustment rate may be found online at <http://www.columbiagasky.com/en/about-us/Prices.aspx>.

Questions? Contact us at (855) 465-1244 or home@constellation.com

I have read and agree to this Commercial Customer Acknowledgement Form.

Please initial here: _____

FOR INTERNAL USE ONLY

Your submission is subject to Constellation's final acceptance of enrollment.

©2020 Constellation Energy Resources, LLC. The forgoing offering is sold and contracted by Constellation NewEnergy - Gas Division, LLC, a subsidiary of Exelon Corporation. Errors and omissions excepted. Non-standard: Add/Delete MK CNEG_KY_CGK_SMB_07.14.17 Page 1 of 5

Commercial Natural Gas Supplier Enrollment Form

To: Constellation NewEnergy - Gas Division, LLC

I, Fayette County Board of Education

Please print your name as it appears on your Columbia Gas of Kentucky bill.

acknowledge that I am the account holder, a person legally authorized to execute this Contract on behalf of the account holder. I understand that by signing this Contract, I am switching the gas supplier for this account to Constellation and authorize Constellation to initiate service and begin enrollment and undertake whatever steps necessary to accomplish the switch. I understand that gas purchased for this account by Constellation will be delivered through COLUMBIA GAS's delivery system.

Contact Name (If different from bill): Logan Poteat

Service Address: (As it appears on your utility bill): See attachment A

City: _____ State: _____ Zip: _____

Mailing Address (If different from above): 1126 Russell Cave Road

City: Lexington State: KY Zip: 40505

Account Number: See attachment A

* Required: Account Number is 12 digits. Please copy from your Columbia Gas of Kentucky bill.

For multiple accounts, please attach a listing of all accounts and check here. ☒

Phone: (859) 619-6635

Email: logan.poteat@fayette.kyschools.us

Signature: _____

Date: _____

I have read and agree to the General Terms and Conditions. Please check here. ☒

Your submission is subject to Constellation's final acceptance of enrollment.

I have carefully selected the following option:

The Primary Term of this Contract shall begin on the date set by **Columbia Gas of Kentucky** after my enrollment during the month of August 2020 and shall continue for 36 months at a rate of \$_____ per Mcf. If for some reason we are unable to begin serving during the month specified, the Primary Term will start on the date set by **Columbia Gas of Kentucky** after my enrollment and shall continue for 36 months at a rate of \$_____ per Mcf. It may take up to two billing cycles for service to begin. Constellation is not responsible for any delays in enrollment. At the end of the Primary Term, this Contract will automatically renew on a month to month basis at a Monthly Variable Price as described in the General Terms and Conditions.

Questions? Contact us at (855) 465-1244

Constellation NewEnergy - Gas Division, LLC

By: _____ Date: _____

FOR INTERNAL USE ONLY

Your submission is subject to Constellation's final acceptance of enrollment.

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General Terms and Conditions

I want Constellation NewEnergy - Gas Division, LLC ("Constellation") to supply my business with all the natural gas I need, subject to the eligibility requirements of my local utility ("Utility" or "Columbia Gas"), acceptance by Constellation, and applicable tariffs authorized by the Federal Energy Regulatory Commission ("FERC"). The Kentucky Public Service Commission ("KPSC") does not regulate the price of natural gas or other charges found in this Contract (as hereinafter defined). I am at least eighteen (18) years old, fully authorized to enter into this agreement and represent and warrant that the natural gas purchased under this Contract will not be used for personal, family or household use. The Commercial Customer Acknowledgement Form, Commercial Natural Gas Supplier Enrollment Form, any welcome letter and these General Terms and Conditions are my complete agreement with Constellation (collectively referred to herein as this "Contract").

1. **Constellation Services.** Constellation will supply natural gas for my business. Constellation is a retail marketer of natural gas and not my local distribution utility.

2. **Local Utility Services.** My Utility will continue to deliver natural gas to my business, read my meter, send my bill, and make repairs. My Utility will also respond to emergencies and provide other traditional utility services. I understand that I am not required to choose a competitive supplier, and may continue to have the Utility supply my natural gas.

3. **Delivery Point and Taxes.** All natural gas sold will be delivered to an existing or future point of interconnection between the Utility distribution system and a third party pipeline supplying natural gas to the Utility (the "Delivery Point"). Title and risk of loss related to natural gas transfer to me at the Delivery Point and I will be responsible for the all transmission, distribution and other costs (including Taxes, fuel and distribution/line loss, and other costs and fees) related to the sale purchase, and delivery of such natural gas to my home or business. "Taxes" means all taxes, assessments, duties, fees, levies premiums or any other charges of any kind, whether direct or indirect, and whether imposed on me or that Constellation passes through to me, relating to the sale, purchase or delivery of natural gas, together with all interest, penalties or other additional amounts imposed, including but not limited to gross receipts, utility taxes, sales, consumption, use, value added, per Mcf, commercial activity or other privilege tax, and any other tax (whether in effect as of the effective date of this agreement) imposed by any governmental entity.

4. **Term.** Constellation will begin supplying my natural gas on the date set by my Utility after my enrollment and shall continue for the period stated in the Commercial Natural Gas Supplier Enrollment Form (the "Primary Term"), unless this Contract is renewed or terminated pursuant to the terms herein. It may take up to two billing cycles for service to begin. Constellation is not responsible for any delays in enrollment.

5. **Price.** Each month my bill will be calculated by multiplying (i) the price of natural gas per Mcf by (ii) the amount of natural gas used in the billing cycle plus (iii) applicable taxes, fees, and charges levied by my Utility for distribution and other services. This price may be higher or lower than my Utility's price in any given month.

a. **Fixed Price.** The price per Mcf for natural gas supplied under this Contract is indicated in the Commercial Natural Gas Supplier Enrollment Form and is guaranteed not to change for the Primary Term.

During the Primary Term of the Contract, you may add one or more account(s) to the Contract, so long as all additions you make under the Contract do not result in an increase in usage of more than 10% from the previous 12 months' usage for the accounts served by Constellation under the Contract, such account is in a region that Constellation currently serves within the same Utility, and there is no uncured default by you. To add such account to the Contract, Constellation and you shall execute an amendment adding the account to the Contract. In the event of a sale or closure of any account, no early termination fees will apply with respect to such account so long as all closures/sales you make under the Contract do not result in a decrease in usage of more than 10% from the previous 12 months' usage for the accounts served by Constellation under the Contract and there is no uncured default by you. Constellation and you shall execute an amendment adding and removing such account(s) to the Contract.

6. **Renewal.** This Contract will automatically renew unless I notify Constellation that I wish to terminate or Constellation notifies me that the Contract will not be renewed. This Contract will renew on a month to month basis at a Monthly Variable Price. The "Monthly Variable Price" will be a variable price that changes for each calendar month during which Constellation serves my account. The Monthly Variable Price will be set in Constellation's discretion and may vary from month to month based on Constellation's assessment of applicable market conditions, historic and projected supply and hedging costs, prior months pricing and balancing costs, projected average customer bill amounts and utility pricing. The Monthly Variable Price may include the following additional costs: balancing costs, transportation costs, line loss costs, storage costs, pooling charges, credit costs and a profit margin determined in Constellation's discretion that may vary from month to month.

7. **Termination.** For seven (7) business days after the date I sign this Contract, or initially receive a copy of it (the "Cancellation Period"), I may cancel this Contract without penalty by contacting Constellation at (855) 465-1244. Additionally:

a. If I terminate this Contract after the Cancellation Period but prior to expiration of the Primary Term, Constellation may liquidate any natural gas purchases for my account that have not yet been delivered and switch me back to the Utility; and/or require payment of an amount (that Constellation will calculate using its reasonable judgment) equal to the positive difference between

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Your submission is subject to Constellation's final acceptance of enrollment.

(i) the dollar amount I would have paid to Constellation under this Contract had it not been terminated early and (ii) the dollar amount Constellation can resell such natural gas for to a third party under then-current market conditions. I agree that any early termination payment determined in accordance with this Contract is a reasonable approximation of harm or loss, and is not a penalty or punitive in any respect.

- b. If the KPSC or Columbia Gas decides to end or change the program under which I buy gas, Constellation may cancel this Contract without penalty.
- c. If I fail to comply with any of the terms and conditions of this Contract, Constellation may also cancel this Contract if it gives me thirty (30) days prior written notice of its intention to terminate. During the Cancellation Period, I agree to pay for any natural gas Constellation supplies me.
- d. If Columbia Gas removes my account from consolidated billing for any reason, Constellation may either terminate this Contract or bill me directly.
- e. This Contract may be terminated by me or by Constellation upon thirty days written notice during any month to month renewal period.
- f. In all cases, cancellation may take up to two Columbia Gas billing cycles, and while the cancellation is taking place, I am still responsible for paying for the gas I consume.

8. **Contact Information; Dispute Resolution Procedures.** To contact Constellation for any reason, including a problem with a bill, I may call (855) 465-1244, M-F 8 A.M. to 6 P.M. EST, or send a letter to Constellation NewEnergy - Gas Division, LLC, P.O. Box 4911, Houston, Texas 77210-4911, or send an email to home@Constellation.com. Constellation will refer all complaints, written or verbal, to a staff member who will acknowledge them promptly and work out a mutually satisfactory resolution. If I am still unhappy, I may contact a supervisor at any time who will respond to me promptly. If there is a problem that cannot be resolved by talking to Constellation, I may write or call either Columbia Gas, 2001 Mercer Road, Lexington KY 40511 (800) 432-9345 or the KPSC, 211 Sower Boulevard, Frankfort, KY 40602, (800) 772-4636

9. **Emergency.** IN AN EMERGENCY I SHOULD IMMEDIATELY CALL COLUMBIA GAS AT (800) 432-9515 AND LOCAL EMERGENCY PERSONNEL AT 911.

10. **Limitation of Liability AND JURY TRIAL AND CLASS ACTION CLAIM WAIVER.** I agree that neither Constellation nor any of its affiliates or subcontractors shall be liable for any damages or claims for matters within the control of the Utility, which include maintenance of pipelines, service interruptions, loss or termination of service, meter readings or injury to persons or damage to property caused by the delivery or supply of natural gas. Neither Constellation nor any of its affiliates or subcontractors will be responsible for any failure to commence or terminate natural gas supply service on the date specified herein due to any failure or delay in enrolling my account(s) with the Utility. Constellation's liability shall be limited to direct actual damages only, which will not exceed the amount of my single largest monthly invoice during the preceding twelve (12) months. In no event shall Constellation or any of its affiliates or subcontractors be liable for any punitive, incidental, consequential, exemplary, indirect, third-party claims or other damages whether based on contract, warranty, tort, negligence, strict liability or otherwise, or for lost profits arising from any breach or nonperformance of this Contract. I AND CONSTELLATION AGREE IRREVOCABLY AND UNCONDITIONALLY TO WAIVE ANY RIGHT TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS WITH RESPECT TO ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS CONTRACT OR THE TRANSACTIONS CONTEMPLATED BY THIS CONTRACT.

11. **Force Majeure.** If something happens that is beyond Constellation's reasonable control that prevents Constellation from performing its obligations under this Contract, then Constellation will be relieved from performance until the situation is resolved. Examples of such events include: acts of God, fire, flood, hurricane, war, terrorism; labor disputes; declaration of emergency by a governmental entity or the Utility; curtailment, disruption or interruption of natural gas distribution or supply; regulatory, administrative, or legislative action, or action or restraint by court order or other governmental entity; and actions taken by third parties not under Constellation's control, such as the Utility.

12. **Information Release Authorization.** Throughout the Primary Term and any renewal terms of this Contract, I authorize Constellation to obtain information from the Utility that includes, but is not limited to, account name, account number, billing address, service address, telephone number, standard offer service type, historical and future natural gas usage, rate classification, meter readings, characteristics of natural gas service and, when charges hereunder are included on my Utility bill, billing and payment information from the Utility. I authorize Constellation to release such information to third parties that need to know such information in connection with my natural gas supply service and to Constellation's affiliates and subcontractors. These authorizations shall remain in effect as long as this Contract is in effect. I may rescind these authorizations at any time by either calling or providing written notice to Constellation. Constellation reserves the right to reject my enrollment or terminate this Contract in the event these authorizations are rescinded, I fail to meet or maintain satisfactory credit standing as determined by Constellation, or I fail to meet minimum or maximum threshold consumption levels as determined by Constellation. If I fail to remit payment in a timely fashion, Constellation may report the delinquency to a

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credit-reporting agency.

13. **Miscellaneous.** I understand that there may be delays before Columbia Gas switches my account and that Constellation may choose not to accept this Contract for any reason whatsoever. This Contract is our complete agreement. Constellation may assign, subcontract or delegate all or any part of its rights and/or obligations under this Contract, including my payment obligations under this Contract, without notice or my consent. I may not assign any of my rights or obligations under this Contract without Constellation's prior written consent. No oral statements made by anyone are a part of this Contract, and any changes to this Contract must be made in writing. Constellation may change the terms of this Contract by providing notice of such change at least thirty (30) days prior to the effective date of the change. If I do not agree with the change, I may cancel this Contract by providing written notice to Constellation within thirty (30) days of the date of the notice. This Contract is subject to any future legislation, orders, rules regulations or Columbia Gas tariff or policy changes. Any required notice shall be deemed to have been made if mailed to the appropriate party at the last known mailing address. For purposes of accounting, both parties accept the quantity, quality and measurement determined by Columbia Gas. Except as provided by law, all taxes due and payable with respect to the customer's obligations under this Contract shall be paid by customer.

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Local Planning Committee Public Hearing Zoom Meeting June 24, 2020 6:00 pm

Attendees: Melinda Joseph-Dezarn, Sherry Price, Corey Wilcox, Molly Wilcox and Hannah

The Public Hearing began at 6:02 with Melinda making introductions. Both Molly and Hannah are students at Henry Clay High.

Sherry read the explanation for the Zoom meetings.

Melinda shared the 2017 District Facility Plan (DFP) with Amendment 2 changes. She stated the changes have been sent to Kentucky Department of Education. The changes are:

1. Add the Girls K-8 STEM Program and to
2. Combine Eastside and Southside Technical Schools.

Melinda asked if there were any questions of our public members and there were not. The Public Hearing adjourned at 6:12 pm.



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

MEETING: Planning

DATE: July 13, 2020

TOPIC: Approval of Hearing Officer Report from the Public Hearing Regarding the Amended (2017) District Facility Plan (DFP)

PREPARED BY: Myron Thompson, Chief Operating Officer @ 381-4165

Recommended Action on: 7/13/2020
Action Item for Vote (PLANNING MEETING)

Superintendent Prior Approval: Yes

Recommendation/Motion: Approve the report submitted by the Hearing Officer from the Public Hearing held on June 24, 2020 regarding the Amended (2017) DFP adding the Girls K-8 STEM Program and combining Eastside and Southside Technical Schools.

Background/Rationale: At the June 8, 2020 meeting, the Board approved the recommendation from the Local Planning Committee (LPC) to amend the current 2017 District Facility Plan (DFP) per the Amendment Process described in Section 502 of 702 KAR 4:180, The School Facilities Planning Manual. A public hearing was held June 24, 2020 at 6:00 p.m. (via Zoom) and Melinda Joseph-Dezarn served as the Hearing Officer and has submitted the attached report. Action is needed at this meeting to keep on schedule with the August Kentucky Board of Education meeting.

Policy: 702 KAR 4:180 – Kentucky School Facilities Planning Manual
01.11 – Powers and Duties of the Board

Fiscal Impact: None

Attachments(s): Hearing Officer Report

On motion by _____, seconded by _____,
the Board approved the report submitted by the Hearing Officer from the Public Hearing held on June 24, 2020 regarding the Amended (2017) DFP adding the Girls K-8 STEM Program and combining Eastside and Southside Technical Schools.

Stephanie Spires, Board Chair

Emmanuel Caulk, Superintendent

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Superintendent Emmanuel Caulk

Executive Summary
Fayette County Public Schools Board Meeting
Agenda Item

MEETING: Planning

DATE: July 13, 2020

TOPIC: Approval of Revised BG-1 Project Application (Close Out) for the Construction of Frederick Douglass High BG# 14-159

PREPARED BY: Myron Thompson, Chief Operating Officer @ 381-4165

Recommended Action on: 7/13/2020
 Action Item for Vote (PLANNING MEETING)

Superintendent Prior Approval: Yes

Recommendation/Motion: Approve the revised BG-1 Project Application as outlined below to reflect miscellaneous project costs incurred during the life of the project for the construction of Frederick Douglass High School, subject to the approval of the Kentucky Department of Education, District Facilities Branch, per the provisions of 702 KAR 4:160.

Background/Rationale: The revised BG-1 Project Application for the bid/construction, identifying the extent and cost of the work, was approved by the Board at its May 26, 2015 meeting. The project was substantially completed in July 2017. The Kentucky Department of Education (KDE) is now requiring a revised BG1 prior to filing the BG5 project closeout document to account for miscellaneous costs paid out of the available contingency amount. This revised BG1 does not require additional funds to be approved by the Board. Based on this KDE requirement, a revision to the BG-1 is required as follows:

	Revised BG-1 (Not Incl. Turn Lane (5/16)	Proposed BG-1 Revision w/ Turn Lane (Close Out)
Total Construction Cost:	\$62,044,000	\$62,235,882.55
Contingency:	\$3,102,200	\$2,907,191.29*
Architect/Engineer Fee:	\$3,160,014	\$3,160,014
Fiscal Agent Fee:	\$249,886	\$249,886
Bond Discount:	\$748,679	\$748,679
Furnishings/Equipment:	\$2,925,000	\$2,925,000
Furnishings/Computers:	\$858,450	\$858,450
Technology Network Systems (KETS), Telephone, etc.:	\$125,000	\$125,000
Site Acquisition:	\$7,494,072.50	\$7,494,072.50
Site Survey:	\$26,570	\$26,570
Geotech:	\$25,000	\$25,000
Special Inspections:	\$387,775	\$387,775
Fundamental Commissioning:	\$200,000	\$200,000
Advertising:	\$0	\$0
Printing:	\$25,000	\$25,000
Other: HVAC Balancing & Geothermal	\$103,500	\$103,500

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Other: Traffic Impact Study	\$36,550	\$36,550
Other: Misc: Utilities, Const. Photography &		
Non-contract Contingency Expenses:	\$0	\$373,582.76**
Total Estimated Cost:	\$81,511,696.50	\$81,882,153.10*

*New Total Estimated Cost Increase = changes to Contingency: reduction to reflect misc. costs** per direction of KDE; increased by debris clean up reimbursement; and increased for add'l bond funds received.

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

Fiscal Impact:

<u>Fund</u>	<u>Org. Code</u>	<u>Object Code</u>	<u>Balance</u>
Construction Fund Residuals	36	5210	\$4,464,185.33
Capital Outlay SFCC escrow 2013	31	8738	\$1.34
Capital Outlay Future Construction 2014	31	8735	\$27,417.67
Capital Outlay Construction	0003112	0450	\$712,761.00
Building Fund SFCC Escrow 2013	32	8738	\$2,407,487.36
Building Fund Future Construction 2014	32	8735	\$996,840.20
Building Fund Contingency	0003212	0840	\$1,200,119.00
Local FSPK and SFCC bond	360	5110	\$65,541,208.00
Bond Premium	360	5120	\$6,326,250.65
KYTC Turn Lane Reimbursement	360	1990	\$191,882.55
Apt. Complex Debris Clean-up Reimbursement	360	1990	\$14,000.00

Attachments(s): None

On motion by _____, seconded by _____,
the Board approved the revised BG-1 Project Application as outlined above to reflect miscellaneous project costs incurred during the life of the project for the construction of Frederick Douglass High School, subject to the approval of the Kentucky Department of Education, District Facilities Branch, per the provisions of 702 KAR 4:160.

Stephanie Spires, Board Chair

Emmanuel Caulk, Superintendent

Executive Summary
Fayette County Public Schools Board Meeting
Agenda Item

MEETING: Planning

DATE: July 13, 2020

TOPIC: Approval of Membership for the Local Planning Committee (LPC) for 2021-2025

PREPARED BY: Myron Thompson, Chief Operating Officer @ 381-4165

Recommended Action on: 713/2020
Action Item for Vote (PLANNING MEETING)

Superintendent Prior Approval: Yes

Recommendation/Motion: Appoint _____ to be the Board representative and approve the membership of the Local Planning Committee (LPC) for the 2021-2025 plan cycle as set out below.

Background/Rationale: The Kentucky Department of Education in its Facilities Planning Manual (701 KAR 1:001, Section 101.2, June 2004) outlined the make-up of a Local Planning Committee (LPC). It shall be made of 20 (twenty) members to include: the Superintendent (or designee), 4 parent members, 4 teacher members, 4 building administrators, the district facilities director (or designee), 1 central office staff member (certified or classified), 3 community leaders, a local building/zoning official, and 1 board member. A maximum number of representatives from each school cannot exceed 1 (one). A minimum of 4 representatives must be members of an SBDM council. The parent representatives shall be elected by the PTA/PTO in each school. The selection of the teachers and building administration representatives can be made by any process developed by the teaching/administrative staff. The Central Office staff member must be elected by those assigned to Central Office. The Community Leaders and Board member must be selected by the Board. The proposed committee is:

Superintendent designee	Myron Thompson	FCPS Chief Operating Officer
Parent	Tabitha Dotson	Frederick Douglass High
Parent	Michael Preacely	SCAPA
Parent	Misha Cobble	Julius Marks Elementary
Parent	Sarah Robinson	Liberty Elementary
Teacher	Clay Sutherland	Morton Middle
Teacher	Jessica Jarboe	Southern Elementary
Teacher	Lisa Mudd	Preschool Program
Teacher	Matt Olsen	Maxwell Elementary
Administrator	Felicia Lindsay	MLK Academy
Administrator	Joshua Williams	Brenda Cowan Elementary
Administrator	Kevin Disney	Cardinal Valley Elementary
Administrator	Catherine Fine	Glendover Elementary
District Facilities Designee	Killian Timoney	Springhill Campus
Central Office Staff member	Brad Daniels	FCPS Transportation Dept.
Community Leader	Alan Stein	Stein Group, Inc.
Community Leader	Connie Harvey	PCH Consulting
Community Leader	Michael Adams, Jr.	Forcht Bank
Local Building/Zoning Official	Christopher Woodall	LFUCG Div. of Planning
Board Representative	TBD	Fayette Co. Public Schools

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Superintendent Emmanuel Caulk

Policy: 01.11 – Powers and Duties of the Board

Fiscal Impact: None

Attachments(s): None

On motion by _____, seconded by _____,
the Board appointed _____ to be the Board representative and approved the
membership of the Local Planning Committee (LPC) for the 2021-2025 plan cycle as set out above.

Stephanie Spires, Board Chair

Emmanuel Caulk, Superintendent

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

MEETING: Planning

DATE: 7/13/2020

TOPIC: Proposed Grading Scale

PREPARED BY: Marty Mills

Recommended Action on: 7/13/2020

Action Item for Vote (PLANNING MEETING)

Superintendent Prior Approval: No

Recommendation/Motion:

Background/Rationale: Tate Creek High School would like the SBDM Council to consider changing the current grading scale at Tate Creek High School to be more reflective of post-secondary grading scales at the college level and be more competitive with other high schools for scholarships based on GPA.

Policy: Grading Scale # 08.221

Fiscal Impact: N/A

Attachments(s): Tate Creek High School proposed grading scale. Submitted on June 29, 2020 to the Tate Creek SBDM by the Tate Creek Counseling Office

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Mailing Address: 1126 Russell Cave Rd., Lexington, Kentucky 40505

PROPOSAL TO REQUEST A CHANGE TO THE CURRENT GRADING SCALE AT TATES CREEK HIGH SCHOOL

The Bates Creek High School (TCHS) Instructional Team supports the TCHS SBDM Council's consideration for changing the current grading scale at Bates Creek High School. The purpose for the change is to be more reflective of post-secondary grading scales at the college level, be more competitive with other high schools for scholarships based on GPA, and help address the achievement gap for our students. Henry Clay High School recently adopted the 10-point scale, therefore, every Fayette County Public High School, for the exception of TCHS, is on a 10-point scale.

Tates Creek High School's Current grading scale is:

92% - 100%	A
83% - 91%	B
74% - 82%	C
65% - 73%	D
0% - 64%	F

The proposed 10-point scale is:

90% - 100%	A
80% - 89%	B
70% - 79%	C
60% - 69%	D
0% - 59%	F

To be more in line with post-secondary education, the 10-point grading scale would match that of University of Kentucky, Eastern Kentucky University, Western Kentucky University, University of Louisville, and the Kentucky Community and Technical College System, which includes the Bluegrass Community and Technical College. These are only a few named, but each college we researched within Kentucky and surrounding states uses a 10-point grading scale.

TCHS has dual credit courses on their subject choice cards for next school year. All BCTC dual credit courses use a 10-point scale. These students may be earning an A for a 90% in their dual credit call whereas they earn a B in their non-dual credit courses, including International Baccalaureate (IB) and Advanced Placement (AP) courses.

TCHS students have a disadvantage earning scholarships and KEES money, which are determined by a student's unweighted GPA. A quick example of the KEES money difference looks like this: a student with a 3.0 GPA earns \$1,000 towards college (\$250 per year over four years) whereas a student at another local high school with a 4.0 GPA earns \$2,000 towards college (\$500 per year over four years). With a 10-point grading scale, TCHS students could earn higher GPA's for the same grades. In order for TCHS to be academically competitive, this 10-point grading scale would put us on a more equitable playing field with other high school students, not only in the district, but also in the state.

In addition, this addresses a percentage of our failure rate schoolwide and our attempts to close the achievement gap with African-American students and students with disabilities. In the fall of 2019, there were 120 courses in which a student failed earning between a 60-64%; due to COVID-19 and NTI, there is no data for the spring 2020 semester. The 10-point scale would lower our retention rate and improve our graduation rate as well. In terms of athletics, it levels the playing field for our students in regards to high school tryout eligibility. This change also provides a better eligibility opportunity for student athletes registering with college eligibility clearinghouse organizations such as the NCAA and NAIA.

The purpose of this waiver/proposal is to help the students at TCHS be more successful academically and be consistent with our fellow area high schools to close the achievement gap, increase KEES money, increase our graduation rate, and provides a greater opportunity for more students to be involved in a school-sponsored, KHSAA sanctioned sport.

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

MEETING: Planning

DATE: 7/13/2020

TOPIC: Locust Trace AgriScience Center Change to Grading Scale Proposal

PREPARED BY: Anne DeMott, Principal

Recommended Action on: 7/13/2020

Action Item for Vote (PLANNING MEETING)

Superintendent Prior Approval: No

Recommendation/Motion: Approve the attached grading scale change.

Background/Rationale: As LTAC moves to a new student-centered model of learning in 2020-2021, the need for a grading system that accurately and consistently measures mastery of concepts and skills is essential.

Policy: Grading Policy #08.221

Fiscal Impact: There is no fiscal impact on Locust Trace AgriScience Center or Fayette County Public Schools.

Attachments(s): Detailed proposal of grading change.

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Mailing Address: 1126 Russell Cave Rd., Lexington, Kentucky 40505

LOCUST TRACE AGRISCIENCE CENTER

3591 Leestown Rd. Lexington, KY 40511
859.381.3990, office
<https://www.fcps.net/LocustTrace>

7/6/20

Superintendent Caulk and FCPS Board Members,

On behalf of the Locust Trace (LTAC) team, I present a new LTAC grading policy for your consideration. As we move to a new student-centered model of learning in 2020-2021, the need for a grading system that accurately and consistently measures mastery of concepts and skills is essential.

The proposal, with details, is included for your review.

Thank you in advance for reviewing and considering the adoption of our proposal.

Sincerely,

Anne Stewart DeMott

Anne Stewart DeMott, Ed.S
Principal



Proud to Support



MANRRS



Locust Trace AgriScience Center Proposed Grading Policy

Introduction

In order to create a learning environment that ensures all students achieve at high levels and graduate prepared to excel in a global society, we plan to implement an instructional model that places students at the center of learning. Instead of offering the standardized adult-centered model where students are simply receivers of knowledge, we will re-imagine our learning environment to provide a differentiated, equitable model that meets the needs of each individual student. One of the many reasons we are considering this model is that it creates the opportunity for students to move forward in the curriculum when they are ready and spend more time with concepts and skills when they are not ready to move forward. Students will progress through the curriculum for each class at their own speed. The new student-centered learning model will have at its foundation Kaput's (2018) seven principles of student-centered learning: positive relationships, whole child needs, positive identity, student ownership and agency, real-world relevant learning, learning that occurs anytime, anywhere and progression based on competency (See Figure 1).

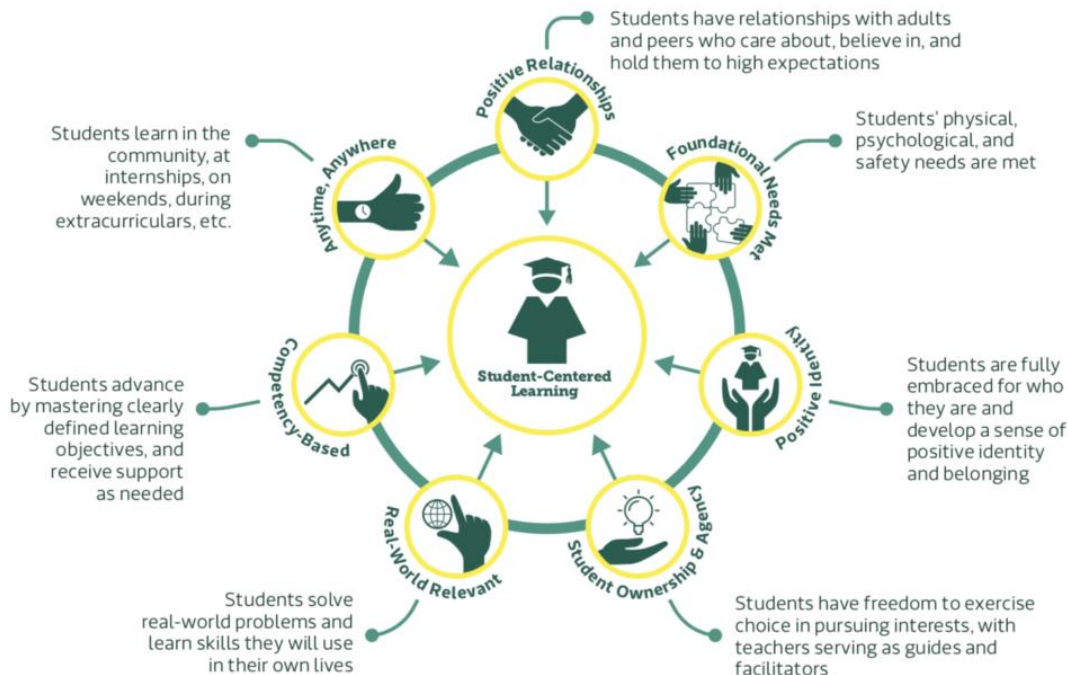


Figure 1. Seven Principles of Student-Centered Learning.

To provide consistent and accurate measures of competency progression, we propose a change from the district grading scale currently utilized to a standards-based grading system.

Rationale for proposed grading policy change

The main goal of the proposed grading policy change is to ensure grades are meaningful and accurately describe what a student knows, understands and/or can do. Standards-based grading provides a consistent, accurate, meaningful, feedback-rich and data-informed method to measure and report mastery of learning. As we merge students from Locust Trace satellite programs with students new to our programs, a model of learning that gives skilled students the opportunity to advance based on mastery is necessary.

Components

Grade Categories

Category	Weight
Employability	15%
Summative	60%
Benchmark Progression	15%
Final Assessment	10%

- Employability (measured daily using 25 Agriculture Education standards), 15%
- Summative (measure of standards mastery), 60%
- Benchmark progression (measure of guideline progress toward standards mastery), 15%
- Final assessment (measure of cumulative mastery learning), 10%

Employability

Based on the input from our business/industry partners, Employability Standards from the Agriculture Education Program of Studies were selected for measure on a daily basis using the eOS system. Any LTAC staff member may deduct points for any standard, however once a point is lost, it is lost for the day. If student repeats inappropriate behavior in the same day, no more points deducted for that day for respective standard and student will receive immediate feedback and coaching. Teachers will record a weekly employability grade in Infinite Campus (IC).

Scale and Descriptors for Employability Standards

Performance Level	Points	General Description
Highly Recommended	4	Student's overall employability rating is 95% or higher
Recommended	3	Student's overall employability rating is 80% to 94%
Recommended with reservations	2	Student's overall employability rating is 70% to 79%
Strong reservations for recommendation	1	Student's overall employability rating is 60% to 69%
Not recommended	0	Student's overall employability rating is 59% or lower

Employability Standards for Measure:

Positive Work Ethic

- EA2 Demonstrate consistent and punctual attendance
- EA3 Demonstrate initiative in assuming tasks
- EA4 Exhibit dependability in the workplace
- EA5 Take and provide direction in the workplace
- EA6 Accept responsibility for personal decisions and actions

Integrity

- EB1 Abide by workplace policies and procedures
- EB2 Demonstrate honesty and reliability
- EB3 Demonstrate ethical characteristics and behaviors

Self-Presentation

- EC1 Demonstrate appropriate dress and hygiene in the workplace
- EC2 Use language and manners suitable for the workplace
- EC3 Demonstrate polite and respectful behavior toward others
- EC4 Demonstrate personal accountability in the workplace

Time, Task and Resource Management

- ED1 Plan and follow a work schedule
- ED2 Work with minimal supervision
- ED4 Demonstrate ability to stay on task to produce high quality deliverables on time

Diversity Awareness

- EE2 Work well with all customers and co-workers (LTAC setting: peers, visitors, staff, customers)

Teamwork

- EF2 & EF 3 Contribute to the success of the team by demonstrating effective team skills (e.g., setting goals, listening, following directions, questioning, dividing work)

Creativity and Resourcefulness

- EG1 Contribute new ideas
- EG2 Stimulate ideas by posing questions
- EG3 Value varying ideas and opinions
- EG4 Locate and verify information

Conflict Resolution

- EH2 Implement conflict resolution strategies and problem-solving skills

Lifelong Learning

- Accept and provide constructive criticism

Health and Safety

- EN1 Assume responsibility of self and others
- EN2 Follow safety guidelines in the workplace



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Summative

The summative grade will measure the level of mastery for each standard. Students' summative grades will include a minimum of a defined number of standard assessments (to be determined upon completion of all units of study for each class) per four-week reporting period. Students will choose the method of assessment, where applicable. Examples of assessment methods are in the example unit found at the end of the proposal (currently in the process of finalization). Students have the option to re-assess within 10 school days from the initial assessment date. Before re-assessing, students must participate in material review and supplemental instruction. Students may re-assess if they are not satisfied with their level of mastery and/or the instructor feels re-assessment is beneficial.

Scale and Descriptors for Academic and Occupation Standards

Performance Level	Points	General Description
Mastery	4	Student demonstrates mastery as defined by the success criteria for learning statements associated with the standard
Progressing	3	Student demonstrates mastery of at least 75% of the learning statements associated with the standard
Improving	2	Student demonstrates partial mastery of at least 75% of the learning statements associated with the standard
Developing	1	Student demonstrates little or no mastery of the learning statements associated with the standard
No Attempt	0	Student does not submit required assignments for learning statements associated with the standard

*Dual credit courses taught in partnership with a post-secondary educational institution will follow the grading policies and procedures outlined by each respective College or University, in accordance with contractual agreements

Benchmark Progression

Each week, under the guidance of a career advisor, students will reflect on their progression of learning for that week and establish learning goals for the upcoming week. Students will be evaluated on their ability to reflect on and take ownership in their learning, establish realistic SMART learning goals utilizing feedback from advisors and peers, follow guidelines and timelines to ensure appropriate curriculum pacing, use the Plan, Do, Study, Act, Evaluate process to self-monitor learning and practice skills before performing for assessment. Benchmark progressions ensure students "stay on track" to complete the units of study for each course.

Final Assessment

Students will develop a project that highlights the learning they have mastered in each course for the semester. Students, under the guidance of an advisor, will choose the type of assessment they prefer.

Grade Equivalents

Points	Letter
3.0 to 4.0	A
2.5 to 2.99	B
2.0 to 2.49	C
1.0 to 1.99	D
Less than 1.0	F

***The letter grade a student receives at Locust Trace will remain the same letter grade at the home high school or program school. The counselor at Locust Trace will work with the counselors at all of our sending schools to develop a grade equivalency chart for each sending school.**

Progress Reporting

- Every 4 weeks
- Progress reports will be shared electronically and/or printed copies mailed home (parents/care providers will specify preferred method)

Technology and Printed Supports

- Canvas
- Printed learning guides
 - Teachers used the Teacher Clarity Playbook (Amador, et.al, 2018) to develop unit guidelines for students to use as a resource and guide as they progress toward mastery at their own pace
 - Digital copies of learning guides will supplement the printed learning guides
 - See template below
- eOS



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Student Learning Guide Template

Class:			
Unit of Study:			
Standard			
Concepts		Skills	
Big Ideas			
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
Learning Statement		Success Criteria	Progression Score
	1		1
	2		2
	3		3
	4		4
	5		5
Assessment Opportunities			
Learning Reflections & Goal Setting			
Reflection	Goals		



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References

- Amador, O., Assof, J., Fisher, D., Frey, N. (2018). *The Teacher Clarity Playbook, Grades K-12: A Hands-On Guide to Creating Learning Intentions and Success Criteria for Organized, Effective Instruction*. United States: SAGE Publications.
- Fayette County Public Schools. (2020, June 16). About us: mission statement. Retrieved June 16, 2020, from www.fcps.net
- Kaput, K. 2018. Evidence for Student-Centered Learning. Technical Report #ED581111. Education Evolving.
- McMillin, J. 2020. Grading presentation to Locust Trace staff.
- Pearson, J., Flory, M. & CNA, C. (2014). Beyond proficient: How three high schools in Kentucky implement mastery learning. *CNA Corporation*. Retrieved from <https://www.cna.org/centers/ipr/education/PDF/IRM-2014-U-008147.pdf>



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

MEETING: Planning

DATE: 7/13/2020

TOPIC: Professional Leave By District Personnel

PREPARED BY: Jennifer Dyar

Recommended Action on: 7/13/2020

Action Item for Vote (PLANNING MEETING)

Superintendent Prior Approval: Yes

Recommendation/Motion: A motion is in order to approve the Professional Leave as indicated.

Background/Rationale: Board policy and Kentucky law requires board approval.

Policy: 03.1911\03.2911

Fiscal Impact: \$1,189.00

Attachments(s): N/A

Reimbursement Funding Source	Current Agenda	Year-to-Date
Employee Self-Funded	\$0.00	\$1,614.36
General Funds	\$0.00	\$363,361.65
Outside Third-Party Source	\$0.00	\$63,515.01
School Funds	\$1189.00	\$109,205.29
IDEA Grant	\$0.00	\$72,447.49
Perkins Grant	\$0.00	\$42,636.70
Title I Grant	\$0.00	\$261,832.39
Title II Grant	\$0.00	\$503,333.85
Title III Grant	\$0.00	\$62,381.00
Title IV Grant	\$0.00	\$5,316.00
Other Grants LOVC	\$0.00	\$985,432.79
TOTALS	\$1189.00	\$2,471,076.53

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PROFESSIONAL LEAVE BY DISTRICT PERSONNEL
PLANNING MEETING

1 Professional Leave Requests Recommended:

<u>Professional Meeting</u> <u>Location & Dates</u>	<u>Staff Member</u>	<u>School</u>	<u>Substitute</u>	<u>Reimbursement</u> <u>Funding Sources</u>	<u>Total Cost</u>
*American Assoc. Of School Librarians Conference Louisville, KY November 14-16, 2019 Work Days - 2	Molly Dabney	Veterans Park Elem	NO	School Funds	\$1,189.00
	To learn more about the National School Library Standards and how to apply them in schools.				

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

MEETING: Planning

DATE: 7/13/2020

TOPIC: 2019-21 Comprehensive District Improvement Plan (CDIP) Progress Report

PREPARED BY: Kate McAnelly

**Recommended Action on: 7/13/2020
Informational Item**

Superintendent Prior Approval: Yes

Recommendation/Motion: No action required. Informational item only

Background/Rationale: Annually the District and each school, as a component of the commitment to continuous improvement, engage in high quality and strategic planning. The result is a comprehensive plan reflective of efforts to ensure all students are provided educational opportunities to support achievement at high levels. The plan is developed with broad input from various stakeholders, a thorough analysis of data and a needs assessment. The plan includes updated goals, objectives, strategies and specific action steps to ensure intended outcomes are met. The district plan is in alignment with the district strategic plan.

Policy: 01.111

Fiscal Impact: Fiscal impact is covered within the annual working budget.

Attachments(s): CDIP 19-21 with Progress Monitoring

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FAYETTE COUNTY PUBLIC SCHOOLS

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

MEETING: Regular

DATE: July 27, 2020

TOPIC: Biannual Construction Report (as of June 30, 2020)

PREPARED BY: Myron Thompson, Chief Operating Officer @ 381-4165

Recommended Action on: 7/27/2020
Informational Item

Superintendent Prior Approval: No

Recommendation/Motion: N/A

Background/Rationale: A biannual construction report is provided for the Board of Education in July and January of each fiscal year. As you know, the guiding principles for prioritizing construction and maintenance projects from the Board-approved District Facilities Plan are established by Board Policy 05.11 and are determined by considering:

1. Health, safety, and code compliance;
2. Structural integrity of the facility;
3. Support of the educational function; and
4. Enhancement of the structure.

Policy: 01.11 – General Powers and Duties of the Board

Fiscal Impact: None

Attachment(s): Yes

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Superintendent Emmanuel Caulk

BIANNUAL CONSTRUCTION REPORT
(as of June 30, 2020)

DATE: July 27, 2020
TO: Board of Education
FROM: Emmanuel Caulk, Superintendent
PREPARED BY: Myron Thompson, Chief Operating Officer

BACKGROUND INFORMATION:

A biannual construction report is provided for the Board of Education in July and January of each fiscal year. As you know, the guiding principles for prioritizing construction and maintenance projects from the Board-approved District Facilities Plan are established by Board Policy 05.11 and are determined by considering:

1. health, safety, and code compliance;
2. structural integrity of the facility;
3. support of the educational function; and
4. enhancement of the structure.

If you have specific questions, please contact Myron Thompson at 381-4165.

BG-1 PROJECTS COMPLETED

(\$500,000 or more)

(July 2019 – June 2020)

NOTE: added/modified after December 31, 2019

Facility Name	Project Description	Approved Funding	Actual Costs	Board BG-4 Approval	KDE BG-4 Approval
Frederick Douglass High	New Construction	Bond, Restricted, SFCC, General Fund, Residuals (Leestown, HCHS Softball, Locust Trace, Millcreek, 1126 Warehouse, Cardinal Valley, Meadowthorpe RTU)	\$79,891,032.29	6/24/19	8/2/19
Brenda Cowan Elementary (New Elementary @ Athens-Boonesboro Rd.)	New Construction	SFCC Cash, Capital Outlay, Local FSPK Bond, SFCC Bond Sale, Residuals (Wellington, Clays Mill, Bates Creek Middle, Mary Todd, Breckinridge, Meadowthorpe, Bates Creek Elem)	\$24,142,097.78 (est.)	6/22/20	Pending
Bryan Station High	Athletic Field Artificial Turf & Track Replacement	General Fund	\$997,584.90	6/22/20	Pending
450 Park Place (Central Office)	Site Purchase	General Fund	\$10,043,289.84	3/23/20 (BG5)	5/5/20 (BG5)

BG-1 PROJECTS UNDER DESIGN/CONSTRUCTION

(\$500,000 or more)

(July 2019 – June 2020)

NOTE: added/modified after December 31, 2019

Facility Name	Project Description	Approved Funding and Source		BG-1 Approval Date	Est. Completion Date
Bryan Station High	Softball Field House (in close out)	\$811,115	General Fund, Residuals (Canceled Leestown Portable), Residuals (PLD Track Replacement)	6/24/19 (rev.)	Feb-2020
Tates Creek High	New Construction (in progress)	\$84,570,295.16	Bond, 2017 SFCC, Building Fund, Capital Outlay, Residuals (Garden Springs, James Lane Allen, Glendover, Deep Springs), General Fund, SFCC Bond	6/8/20 (rev.)	Aug-2022
Henry Clay High	Athletic Field Artificial Turf & Track Replacement (in close out)	\$1,061,840	General Fund	4/22/19 (rev.)	July-2019
Secured Vestibules – Group A	Renovation (in progress)	\$1,763,556	General Fund/Safety	6/24/19 (rev.)	Dec-2020
Secured Vestibules – Group B	Renovation (in progress)	\$1,791,775	General Fund/Safety HealthFirst Bluegrass	6/24/19 (rev.)	Dec-2020

Secured Vestibules – Group C	Renovation (in progress)	\$1,221,293	General Fund/Safety	6/24/19 (rev.)	Dec-2020
STEAM Academy & Success Academy	Renovation (in progress)	\$26,990,125.53	Bond, Residuals (site acquisitions: 4801 Athens- Boonesboro Rd & 1555 Georgetown Rd)	7/8/19 (rev.)	Dec-2020
Liberty Rd Bus Garage	Bus Parking Lot Expansion (postponed)	\$1,134,306	General Fund, Residuals (GF Source)	5/20/19 (rev.)	TBD
450 Park Place (Central Office)	Modifications (in progress)	\$6,817,686	General Fund	1/27/20 (rev.)	Nov-2020



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

MEETING: Regular

DATE: July 13, 2020

**TOPIC: Resolution Relating to Financing the Acquisition of Properties for a new
Middle School, Elementary School, and a new Career Technology Center Placeholder**

PREPARED BY: John White, Chief Financial Officer

**Recommended Action on: 7/27/2020
Action Item**

Superintendent Prior Approval: No

Recommendation/Motion: Approve the resolution relating to the acquisition of properties for a new middle school, a new elementary school, and a new career technology center facility located in Fayette County, Kentucky.

Background/Rationale: The Board desires and intends to finance up to \$24,000,000 (Twenty Four Million) of the costs of the acquisition of properties for a new middle school, a new elementary school and a new career technology center facility located in Fayette County, Kentucky through the issuance of one or more series of revenue bonds by the Board's corporate agency and instrumentality, the Fayette County School District Finance Corporation, the interest on which bonds may qualify for exclusion from gross income for federal and Kentucky income tax purposes.

Pending issuance of the Bonds, the Board desires to proceed with payment of certain costs of the Project from existing or borrowed funds, with the reasonable expectation of being reimbursed for such expenditures from the proceeds of the Bonds.

Policy: 01.1 – Legal Status of the Board

Fiscal Impact: None

Attachment(s): Resolution

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RESOLUTION OF OFFICIAL INTENT OF THE FAYETTE COUNTY BOARD OF EDUCATION TO FINANCE THE ACQUISITION OF PROPERTIES FOR A NEW MIDDLE SCHOOL, A NEW ELEMENTARY SCHOOL AND A NEW CAREER TECHNOLOGY CENTER FACILITY FROM THE PROCEEDS OF A PROPOSED ISSUE OF TAX-EXEMPT REVENUE BONDS.

WHEREAS, Treasury Regulations §1.150-2 (the “Reimbursement Regulations”), issued pursuant to §150 of the Internal Revenue Code of 1986, as amended (the “Code”) prescribes certain requirements by which proceeds of tax-exempt bonds, notes, certificates or other obligations included in the meaning of “bonds” under §150 of the Code (“Obligations”) used to reimburse advances made for Capital Expenditures (as hereinafter defined) paid before the issuance of such Obligations may be deemed “spent” for purposes of §§103 and 141 through 150 of the Code are not subject to any other requirements or restrictions under those sections of the Code; and

WHEREAS, such Reimbursement Regulations require that the Borrower (as hereinafter defined) make a Declaration of Official Intent (as hereinafter defined) to reimburse any Capital Expenditure paid prior to the issuance of the Obligations intended to fund such Capital Expenditure and require that such Declaration of Official Intent be made no later than sixty (60) days after payment of the Capital Expenditure and further require that the Allocation (as hereinafter defined) of the proceeds of such Obligations to reimburse such Capital Expenditures occur no later than eighteen (18) months after the later of the date the Capital Expenditure was paid or the date the property acquired with the Capital Expenditure was placed in service, except that any such Allocation must be made no later than three (3) years after such Capital Expenditure was paid; and

WHEREAS, the Fayette County Board of Education (the “Borrower”) wishes to ensure compliance with the Reimbursement Regulations.

NOW, THEREFORE, be it Resolved by the Board of Education of Fayette County, Kentucky, as follows:

Section 1. Definitions. The following definitions apply to the terms used herein:

“*Allocation*” means written evidence that proceeds of Obligations issued subsequent to the payment of a Capital Expenditure are to effect the reimbursement of the Borrower for such payments.

“*Borrower*” means the Fayette County Board of Education, a political subdivision of the Commonwealth of Kentucky.

“*Capital Expenditures*” means any expense for an item that is properly depreciable or amortizable or is otherwise treated as a capital expenditure for purposes of the Code, as well as costs of issuing Reimbursement Bonds.

“*Declaration of Official Intent*” means a written declaration that the Borrower intends to fund a Capital Expenditure with an issue of Reimbursement Bonds and reasonably expects to be reimbursed from the proceeds of such an issue.

“*Reimbursement*” means restoration to the Borrower of money temporarily advanced from other funds of the Borrower to pay for Capital Expenditures before the issuance of Obligations intended to fund such Capital Expenditures. “To reimburse” means to make such a restoration.

“*Reimbursement Bonds*” means Obligations that are issued to reimburse the Borrower for Capital Expenditures previously paid by or for the Borrower.

“*Reimbursement Regulations*” means Treasury Regulations §1.150-2 and any amendments thereto or superseding regulation, whether in proposed, temporary or final form, as applicable, prescribing conditions under which the proceeds of Obligations when allocated or applied to a reimbursement will be treated as “spent” for purposes of §§103 and 141 through 150 of the Code.

Section 2. Declaration of Official Intent.

(a) The Borrower declares that it reasonably expects that the Capital Expenditures described in Section (b), which will be paid prior to the issuance of any Obligations intended to fund such Capital Expenditures, will be reimbursed with the proceeds of Obligations, representing a borrowing of the Borrower in a principal amount anticipated not to exceed \$24,000,000.

(b) The Capital Expenditures to be reimbursed are to be used for the acquisition of properties for a new middle school, a new elementary school and a new career technology center facility located in Fayette County, Kentucky.

(c) The fund or account from which the Capital Expenditures will be paid and which will be reimbursed from the proceeds of Obligations is the General Fund of the Borrower.

Section 3. Reasonable Expectations. The Borrower does not expect any other funds (including the money advanced to make the Capital Expenditures that are to be reimbursed), to be reserved, allocated on a long-term basis, or otherwise set aside by the Borrower or any other entity affiliated with the Borrower, with respect to the Capital Expenditures described in Section 2(b) hereof.

Section 4. Effective Date. This Resolution shall be effective from and after its date of adoption.

Adopted at a duly convened meeting of the Board of Education of Fayette County, Kentucky on July 27, 2020.

BOARD OF EDUCATION OF FAYETTE
COUNTY, KENTUCKY

By _____
Chairperson

Attest:

Secretary

CERTIFICATE

I, the undersigned Secretary of the Board of Education of Fayette County, Kentucky, certify that the foregoing is a true and correct copy of a Resolution passed at a duly convened meeting of the Board held on July 27, 2020, at which a quorum was present, and that said Resolution has not been amended, modified, revoked or repealed and is now in full force and effect, all as appears from the official records of the Board in my custody and under my control.

WITNESS my hand as Secretary of the Board of Education of Fayette County, Kentucky this July 27, 2020.

Secretary

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

MEETING: Regular

DATE: 07/27/2020

TOPIC: Personnel Changes

PREPARED BY: Jennifer Dyar

Recommended Action on: 07/27/2020
Informational Item

Superintendent Prior Approval: No

Recommendation/Motion: N/A

Background/Rationale: This is to report the employment and personnel changes for Certified, Classified Salaried, Classified Hourly, Supplemental and Substitute personnel.

Policy: 03.11/03.131/03.1311/03.1312/03.1313/03.17/03.171/03.173/03.174/03.175/03.21/03.231/03.2311/03.2312/03.2313/03.2711/03.273/03.2141/03.4/03.5

Fiscal Impact: N/A

Attachments(s): Personnel Changes for July 27, 2020 Board Agenda

Personnel Status	CERT / CLASS SAL	CLASS HR	SUB	SUPP
New Hire	1		4	15
Retirement	14	19		
Adjunct	8			
Transfer		4		
Resignation	17	10		

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Personnel Changes

1. CERTIFIED/SALARIED CLASSIFIED PERSONNEL

- a. Employment of Certified/Salaried-Classified Personnel(limited contract) - This is to report the employment of the following certified/salaried employees(limited contract):

Name	Location	Assignment	Effective Date
SPENCER, JENNIFER	JULIUS MARKS ELEMENARY	PRINCIPAL	06/08/2020

- b. Resignation of Certified/Salaried Classified Personnel - This is to report the resignation of the following certified/salaried classified personnel:

Name	Location	Assignment	Effective Date
ADAMS MARY	BRYAN STATION TRADL MIDDLE	GUIDANCE SPEC- HS/MS COUNSELOR	6/30/2020
BRUNDAGE LINZELL	ARLINGTON ELEMENTARY	EXC CHILD LEARNING & BEHAVIOR	6/30/2020
BURKE CAROLYN	TATES CREEK HIGH	SCHOOL PSYCHOLOGIST	6/30/2020
CALDWELL SARA	SOUTHERN MIDDLE	EXC CHILD LEARNING & BEHAVIOR	6/30/2020
CHERRY STORM	MORTON MIDDLE	MID SOCIAL STUDIES INSTRUCTOR	6/30/2020
COOK SHAUN	LAFAYETTE HIGH SCHOOL	COUNSELOR - MIDDLE/HIGH	6/30/2020
GRASSO KIMBERLY	LAFAYETTE HIGH SCHOOL	EXC CHILD LEARNING & BEHAVIOR	6/30/2020
HADLOCK HEATHER	JULIUS MARKS ELEMENTARY	ELEM INTERMEDIATE INSTRUCTOR	6/30/2020
JOHNSON MARY	LANSLOWNE ELEMENTARY	GUIDANCE SPEC-ELEM COUNSELOR	6/30/2020
KING BENITA	JAMES LANE ALLEN ELEMENTARY	ELEM INTERMEDIATE INSTRUCTOR	6/30/2020
LEWIS CASSIE	SOUTHERN MIDDLE	MID MATH INSTRUCTOR	6/30/2020
MCMAINE BENJAMIN	BRYAN STATION TRADL MIDDLE	MID CURRICULUM INSTRUCTOR	6/30/2020
MCMAINE KELLY	CLAYS MILL ELEMENTARY	EXC CHILD - HEARING IMPAIRED	6/30/2020
PERRY JASMIN	CARTER G WOODSON ACADEMY	HS ENGLISH INSTRUCTOR	6/30/2020
SELLERS KAREN	SCAPA AT BLUEGRASS	MID LANGUAGE ARTS INSTRUCTOR	6/30/2020
WATERMAN SARAH	TATES CREEK HIGH	HS SPANISH INSTRUCTOR	6/30/2020
WORKMAN MORGAN	MILLCREEK ELEMENTARY	ELEM INTERMEDIATE INSTRUCTOR	6/30/2020

- c. Retirement of Certified/Salaried Classified Personnel - This is to report the retirement of the following certified/salaried classified personnel:

Name	Location	Assignment	Effective Date
ANDERSON DENISE	LANSLOWNE ELEMENTARY	ELEM PRIMARY INSTRUCTOR	6/30/2020
BATES DAVID	LAFAYETTE HIGH SCHOOL	HS SOCIAL STUDIES INSTRUCTOR	6/30/2020

DEITRICH	LINDA	SANDERSVILLE ELEMENTARY	ELEM PRIMARY INSTRUCTOR	6/30/2020
DUNN	TONI	HARRISON ELEMENTARY	PROM ACAD-GUID SPEC-ELEM SW	6/30/2020
GRASSO	KIMBERLY	LAFAYETTE HIGH SCHOOL	EXC CHILD LEARNING & BEHAVIOR	6/30/2020
JACINA	ARLENE	SQUIRES ELEMENTARY	ELEM PRESCHOOL INSTR	7/1/2020
MCGHEE	LAURA	MEADOWTHORPE ELEMENTARY	ELEM PRIMARY INSTRUCTOR	6/30/2020
MORRISON	KAREN	WELLINGTON ELEMENTARY	MEDIA LIBRARIAN	7/31/2020
OWENS	JAMIE	BOOKER T WASHINGTON ELEMENTARY	ELEM PRESCHOOL INSTR	7/1/2020
PRICE	PATRICIA	BRYAN STATION HIGH	MID ORCHESTRA INSTRUCTOR	7/1/2020
REAMS	STEPHANIE	ROSA PARKS ELEMENTARY	ELEM INTERMEDIATE INSTRUCTOR	8/31/2020
RIDDLE	ROBERT	EASTSIDE CENTER FOR APPLD TECH	LOCAL VOCATIONAL SCHOOL INSTR	7/31/2020
ROYSTER	RICHARD	LAFAYETTE HIGH SCHOOL	SCHOOL ASSOCIATE PRINCIPAL	6/30/2020
ZADEH	SOHEYLA	WINBURN MIDDLE	MID MATH INSTRUCTOR	8/31/2020

d. Employment of Adjunct Instructor - In accordance with KRS 161.046 and KRS 161.048, this is to report that the Superintendent is requesting the Education Professional Standards Board to issue an adjunct instructor certificate for the following teachers:

Name	Assignment	Location	Effective Date
BAKER, WHITNEY	ART INSTRUCTOR	SCAPA	8/10/2020
COLLINS, NICHOLAS	MUSIC INSTRUCTOR	LEARNING CENTER	8/10/2020
GORRELL, CASSADY	DRAMA INSTRUCTOR	LAFAYETTE HIGH	8/10/2020
FIELDS, LAURIE	DANCE INSTRUCTOR	LAFAYETTE HIGH/SCAPA	8/10/2020
GILLESPIE, DAVID	MUSIC INSTRUCTOR	SCAPA	8/10/2020
HEABERLIN, KATHY	MEDIA LIBRARIAN	SANDERSVILLE ELEM	7/28/2020
SHACKLEFORD, JAMIE	DANCE INSTRUCTOR	SCAPA	8/10/2020
THOMAS, CYNTHIA	DANCE INSTRUCTOR	LAFAYETTE HIGH	8/10/2020

2. HOURLY CLASSIFIED PERSONNEL

a. Transfer in Assignment of Classified Hourly Personnel - This is to report the transfer in assignment of the following classified hourly personnel:

Name	From	To	Effective Date
BAKER JAMES	COVENTRY OAK ELEMENTARY/LEAD CUSTODIAL SERVICE WORKER	CLAYS MILL ELEMENTARY/CUSTODIAN	6/15/2020
BURSE BRITTANY	GIRLS STEM SCHOOL/SCHOOL ADMIN ASST II - ELEM	HENRY CLAY HIGH SCHOOL/SCHOOL OFFICE ASSISTANT	5/23/2020

HELTON	ANTHONY	PHYSICAL PLANT OPERATIONS/CUSTODIAN	WINBURN MIDDLE/LEAD CUSTODIAL SERVICE WORKER	5/4/2020
PAUCAR	JULISSA	WINBURN MIDDLE/LEAD CUSTODIAL SERVICE WORKER	PHYSICAL PLANT OPERATIONS/CUSTODIAN	5/18/2020

b. Resignation of Classified Hourly Personnel - This is to report the resignation of the following classified hourly personnel:

Name	Location	Assignment	Effective Date
COYLE KIARA	BUS GARAGE	BUS DRIVER	6/30/2020
HAUSLEY AARON	BUS GARAGE	BUS MONITOR	6/10/2020
HOWARD STEPHON	LEESTOWN MIDDLE	SP ED PARA	6/30/2020
MCPEEK CODY	FREDERICK DOUGLASS HIGH SCHOOL	SP ED PARA	6/30/2020
MOORE RACHAEL	WELLINGTON ELEMENTARY	EARLY START PARAEDUCATOR	6/30/2020
PRUNER LUCILLE	DEEP SPRINGS ELEMENTARY	KINDERGARTEN PARAEDUCATOR	6/30/2020
ROLLER MARY	LAW ENFORCEMENT	LAW ENFORCEMENT OFFICER	5/21/2020
SORIANO FLOR	PICADOME ELEMENTARY FOOD SERV	FOOD SERVICE ASSISTANT II	6/30/2020
WHITE ADRIANA	CLAYS MILL ELEMENTARY	SP ED PARA	5/29/2020
YEAGER MICHAEL	MARY TODD ELEMENTARY	CUSTODIAN	6/5/2020

c. Retirement of Classified Hourly Personnel - This is to report the retirement of the following classified hourly personnel:

Name	Location	Assignment	Effective Date
BOGGS SHIRLEY	MARY TODD ELEM FOOD SERV	FOOD SERVICE ASSISTANT II	7/1/2020
CLARK RALPH	BUS GARAGE	BUS DRIVER	7/1/2020
COOFER STEVEN	PAUL LAURENCE DUNBAR HIGH	CUSTODIAL SUPERVISOR	7/1/2020
FIELDS ROSE	GLEND OVER ELEM FOOD SERV	FOOD SERVICE ASSISTANT II	5/31/2020
FIELDS ROSE	GLEND OVER ELEM FOOD SERV	FOOD SERVICE ASSISTANT II	5/31/2020
FRANKLIN RICHARD	HENRY CLAY HIGH SCHOOL	CUSTODIAN	2/29/2020
HERALD MARY	SOUTHERN ELEMENTARY	SP ED PARA	6/30/2020
LYON KIMBERLY	SCH IMPROVEMENT & INNOVATION	MANAGER OF STRATEGIC PARTNERS	8/1/2020
MULLINS JULANE	BUDGET & FINANCIAL PLANNING	DIRECTOR - BUDGET AND STAFFING	8/1/2020
RANGEL ANA	TATES CREEK MIDDLE	SP ED PARA	6/30/2020
RAWLINGS MARK	BUS GARAGE	LEAD BUS DRIVER TRAINER	6/30/2020
REED SHERRI	MILLCREEK ELEMENTARY	KINDERGARTEN PARAEDUCATOR	7/31/2020
RICHARDSON KATHLEEN	SANDERSVILLE ELEMENTARY	KINDERGARTEN PARAEDUCATOR	7/1/2020

RILEY	LINDA	ROSA PARKS ELEMENTARY	SP ED PARA	7/31/2020
SQUIRES	LYNDA	BUS GARAGE	BUS DRIVER	6/30/2020
TAYLOR	CLINTON	BUS GARAGE	BUS MONITOR	5/31/2020
TOMECEK	BARBARA	ROSA PARKS ELEMENTARY	KINDERGARTEN PARAEDUCATOR	7/1/2020
WARFIELD	DONNA	BUS GARAGE	BUS MONITOR	7/1/2020
WINDING	VIRDIE	VETERANS PARK ELEMENTARY	KINDERGARTEN PARAEDUCATOR	6/30/2020

3. SUPPLEMENTARY DUTY ASSIGNMENTS

- a. This is to report the appointments of the following employees to the supplementary duty assignment as indicated. Supplementary duty employment is for the current school year and shall terminate at the close of the current school year, unless sooner terminated by the Superintendent or by the employee written notice:

Name	Location	Assignment
BREWER KATHLEEN	DEEP SPRINGS ELEMENTARY	ELEM BLD LEVEL ENG LEARNERS
DAUER LURA	MEADOWTHORPE ELEMENTARY	ELEM BLD LEVEL ENG LEARNERS
DOBSON LISA	TATES CREEK HIGH	HS BLD LEVEL ENG LEARNERS
HOPPER SHANNON	BRECKINRIDGE ELEMENTARY	ELEM BLD LEVEL ENG LEARNERS
JONES JEANENE	BEAUMONT MIDDLE SCHOOL	MID BLD LEVEL ENG LEARNERS
LIVINGOOD AMBER	DIXIE MAGNET ELEMENTARY	ELEM BLD LEVEL ENG LEARNERS
MASON DHAHRAN	EDYTHE J HAYES MIDDLE SCHOOL	MID BLD LEVEL ENG LEARNERS
MILLER IAN	HENRY CLAY HIGH SCHOOL	HS CLUB SPORTS-SPRING
MILLER KENT	BRYAN STATION HIGH	HS DISCR COACH (SPG)-NON EMP
NEELY ERIC	BRYAN STATION HIGH	HS BLD LEVEL ENG LEARNERS
QUIGLEY WILLIAM	FREDERICK DOUGLASS HIGH SCHOOL	HS DISCR COACH (SPG)-NON EMP

REEVES	SARA	GLENDOVER ELEMENTARY	ELEM BLD LEVEL ENG LEARNERS
STACY	KARA	BEAUMONT MIDDLE SCHOOL	MID DISCRETIONARY COACH WINTER
STRATTON	JENNIFER	TATES CREEK HIGH	HS CLUB SPORTS-SPRING
VASQUEZ	ANGEL	LAFAYETTE HIGH SCHOOL	HS ASST WRESTLING

4. SUBSTITUTE PERSONNEL

- a. Employment of Classified Hourly Substitutes - This is to report the employment of the following classified hourly substitutes:

Name	Assignment	Effective Date
CLAY JOHN	SUB BUS DRIVER	6/1/2020
CLAY JOHN	SUB BUS DRIVER	6/1/2020
CLAY JOHN	SUB BUS DRIVER	6/1/2020
SPARKS EDNA	SUB BUS MONITOR	6/1/2020

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

MEETING: Planning

DATE: 7/13/2020

TOPIC: Indirect Cost Rate Approval and Adoption

PREPARED BY: Rodney Jackson

**Recommended Action on: 7/27/2020
Informational Item**

Superintendent Prior Approval: No

Recommendation/Motion: NA

Background/Rationale: This is to inform the Board of the restricted and non-restricted indirect cost calculations prepared by the Kentucky Department of Education of 5.20% and 16.36% respectively effective July 1, 2020. Indirect costs are expenditures in support of a program that are not directly identifiable to that program. The Federal government allows entities to be reimbursed for a portion of support expenditures incurred with relation to Federal programs. The Kentucky Department of Education calculates two different rates for indirect costs - restricted and non-restricted. Restricted rates may be applied to federal grants that exclude expenses for district administrative support and allow non-restricted rates that may be applied against district food service programs. The U.S. Department of Education requires the Kentucky Department of Education to have the indirect cost rates approved by school districts.

Policy: 01.11 (General Powers and Duties of the Board)

Fiscal Impact: NA

Attachments(s): None

AN EQUAL OPPORTUNITY SCHOOL DISTRICT

Board of Education: Stephanie Spires, Chair • Raymond Daniels, Vice Chair • Daryl Love • Christy Morris • Tyler Murphy

Superintendent Emmanuel Caulk

701 East Main Street, Lexington, Kentucky 40502 • Phone: 859.381.4100 • www.fcps.net

Mailing Address: 1126 Russell Cave Rd., Lexington, Kentucky 40505

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

MEETING: Planning

DATE: 7/13/2020

TOPIC: School Activity Funds Report Placeholder

PREPARED BY: Rodney Jackson

**Recommended Action on: 7/27/2020
Informational Item**

Superintendent Prior Approval: No

Recommendation/Motion: N/A

Background/Rationale: School Activity Fund Reports for the period ending May 31, 2020. The report details each school's activity fund expenses and receipts for the month and year ending previously noted.

Policy: 01.11 (General Powers and Duties of the Board)

Fiscal Impact: N/A

Attachments(s): School Activity Funds Report

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

MEETING: Regular

DATE: 7/27/2020

TOPIC: Budget Transfer Report

PREPARED BY: Julane Mullins

Recommended Action on: 7/27/2020

Informational Item

Superintendent Prior Approval: No

Recommendation/Motion: No motion necessary

Background/Rationale: Budget Transfer Report, provided for informational purposes.

Policy: #04.1 Fiscal Management

Fiscal Impact: N/A

Attachments(s): Budget Transfer Report

AN EQUAL OPPORTUNITY SCHOOL DISTRICT

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Budget Transfer Report
June 2020

Journal	Function	Function name	Effective date	Location	Comments	Amount
Journal 1459						
1459	1000	INSTRUCTIONAL SUPPORT	06/25/2020	VARIOUS	TRUE UP SAFE PROJ SALARIES	172,860.75
1459	2100	STUDENT SUPPORT SRV (FIXED ASS	06/25/2020	VARIOUS	TRUE UP SAFE PROJ SALARIES	(16,372.00)
1459	2200	INSTRUCT SUPP SERV (FIXED ASST	06/25/2020	VARIOUS	TRUE UP SAFE PROJ SALARIES	(9,552.00)
1459	2300	DIST ADMIN SUPPORT FIXED ASSET	06/25/2020	VARIOUS	TRUE UP SAFE PROJ SALARIES	(14,708.00)
1459	2500	BUSINESS SUPPORT SERVICES	06/25/2020	VARIOUS	TRUE UP SAFE PROJ SALARIES	3.00
1459	2600	PLANT OPERATIONS F-ASSETS ONLY	06/25/2020	VARIOUS	TRUE UP SAFE PROJ SALARIES	(174,949.97)
1459	3300	COMMUNITY SERVICES	06/25/2020	VARIOUS	TRUE UP SAFE PROJ SALARIES	42,718.22
Journal total						0.00
Journal 1460						
1460	1000	INSTRUCTIONAL SUPPORT	06/25/2020	VARIOUS	TRUE UP SALARIES	(1,443,187.00)
1460	2100	STUDENT SUPPORT SRV (FIXED ASS	06/25/2020	VARIOUS	TRUE UP SALARIES	20,385.00
1460	2200	INSTRUCT SUPP SERV (FIXED ASST	06/25/2020	VARIOUS	TRUE UP SALARIES	141,614.00
1460	2300	DIST ADMIN SUPPORT FIXED ASSET	06/25/2020	VARIOUS	TRUE UP SALARIES	(3,967.00)
1460	2400	SCH ADMIN SUPPORT F-ASSET ONLY	06/25/2020	VARIOUS	TRUE UP SALARIES	408,770.00
1460	2500	BUSINESS SUPPORT SERVICES	06/25/2020	VARIOUS	TRUE UP SALARIES	(73,305.00)
1460	2600	PLANT OPERATIONS F-ASSETS ONLY	06/25/2020	VARIOUS	TRUE UP SALARIES	408,620.00
1460	2700	STUD TRANS FIX ASSET ONLY	06/25/2020	VARIOUS	TRUE UP SALARIES	546,423.00
1460	3300	COMMUNITY SERVICES	06/25/2020	VARIOUS	TRUE UP SALARIES	(5,353.00)
Journal total						0.00
Journal 1529						
1529	0000	RESTRICT TO REV & BAL SHT ONLY	06/26/2020		KISTA BOND PROCEEDS	(2,261,014.00)
1529	2700	STUD TRANS FIX ASSET ONLY	06/26/2020	BUS GARAGE	KISTA BOND PROCEEDS	2,261,014.00
Journal total						0.00

Function Code Listing

1000 - INSTRUCTION

School's Regular Instruction	School's Special Instruction
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2100 - STUDENT SUPPORT SERVICES

Pupil Personnel Services	Occupational Therapists	Audiology
School's Guidance Counseling	Psychologist	Physical Therapists
School Social Workers	Speech Therapists	Special Education Related Services
		Parent Involvement

2200 - INSTRUCTIONAL STAFF SUPPORT SERVICES

Student Achievement	School's Libraries	Elementary Directors
Language Arts Services	Instructional Technology	Middle School Director
School Improvement Services	Media Services	High School Director
Social Studies Services	Educational Television	English as a Second Language
Science Services	Special Education Coordinator	Distinguished Educators
Gifted and Talented Services	Reading Recovery	EBCE
Vocational/Business Services	Health & Fitness	Assessment
Vocational/Career Services	Fine Arts & Music Services	Alternative Programs
Student and Program Assessment	Foreign Language Services	Mathematics Services
At-Risk Programs	Interdisciplinary Studies	Professional Development
		Preschool/Primary Services

2300 DISTRICT ADMINISTRATIVE SUPPORT SERVICES

School Board Activities	Legal Services	Tax Assessment & Collection
Superintendent's Office	Equity/SBDM/Diversity	

2400 - SCHOOL ADMINISTRATIVE SUPPORT SERVICES

PGES Coach	School's Principal Office	Associate Principals
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2500 - BUSINESS SUPPORT SERVICES

Human Resources	Financial Services	Warehouse/Purchasing/Textbook
Accounting Office	Budget and Staffing	Chief Administrative Officer
Risk Management/Insurance	Printing & Duplicating	Administrative Technology

2600 - PLANT OPERATION & MAINTENANCE

Law Enforcement Services	Maintenance Shop Operations	Physical Support Services
School's Building Operations	Plant Operations	Chief Operating Office

2700 STUDENT TRANSPORTATION

Transportation Services

3300 - COMMUNITY SERVICE OPERATIONS

Family & Community Involvement

5200 - FUND TRANSFER