



Board of Education Regular Meeting

Virtual Meeting
 July 27, 2020
 6:00 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:	
Minutes from Board meetings	
1. Minutes of the June 8, 2020 Board Planning Meeting	
2. Minutes of the June 22, 2020 Regular Board Meeting	
G. APPROVAL OF CONSENT ITEMS:	
1. Award of Bids/ Proposals	John White/Myron Thompson
2. Post Approval Report	Rodney Jackson
3. Admission and Release Committee (ARC) Chairperson Approval	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	Myron Thompson

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

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 Tates Creek High School BG 20-082	Myron Thompson
12. Approval of Construction Photography/ Documentation Services Agreement for the Construction of the New Tates Creek High School BG 20-082	Myron Thompson

H. APPROVAL OF ACTION ITEMS:

1. Amended 2020-2021 Instructional Calendar	Steve Hill
2. CONTRACT - S.E. Farris	Jennifer Dyar
3. CONTRACT - Ellevation Education	Lori Bowen
4. Resolution Relating to Financing the Acquisition of Properties for a new Middle School, Elementary School, and new Career Technology Center	John White

I. INFORMATIONAL ITEMS:

1. Biannual Construction Report (as of June 30, 2020)	Myron Thompson
2. Personnel Changes	Jennifer Dyar
3. School Activity Fund Report	Rodney Jackson
4. Indirect Cost Rate Approval and Adoption	Rodney Jackson
5. 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	
b. Staff	

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

A motion is in order to: "make the agenda dated July 27, 2020 on which action has been taken at this meeting, a part of the minutes as if copied in the

minutes verbatim."

L. CLOSED SESSION:

1. Reconvene in Open Session

The Board will reconvene to discuss and, if necessary, take any votes on real property, pending litigation and personnel matters discussed in closed session.

M. ADJOURNMENT:

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

**RECORD OF BOARD PROCEEDINGS
(MINUTES)**

Fayette County Board of Education Planning Meeting
June 8, 2020

The Fayette County Board of Education met at 701 East Main Street, Lexington, KY at 5:30 p.m. on June 8, 2020 with the following members present:

Attendance Taken at 5:37 p.m.:

Present Board Members:

Mr. Daryl Love
Ms. Christy Morris
Mr. Tyler Murphy
Ms. Stephanie Aschmann Spires

Absent Board Members:

Mr. Raymond Daniels

Administration Present

Emmanuel Caulk, Superintendent
Shelley Chatfield, General Counsel
Kate McAnelly, Chief Academic Officer
Schuronda Morton, Acting Senior Director of Leadership
Myron Thompson, Chief Operating Officer
John White, Chief Financial Officer

The purpose of the agenda planning meeting is to review the draft agenda with the Board before the Regular Board Meeting on June 8, 2020. The draft agenda is filed with the official minutes.

A. CALL TO ORDER

Ms. Stephanie Aschmann Spires called the meeting to order at 5:34 pm.

A.1. Roll Call

B. READING OF MISSION STATEMENT

C. APPROVAL OF AGENDA

C.1. Addendum:

C.1.a. _____

C.1.b. _____

C.2. Deletions:

80572

C.2.a. _____

C.2.b. _____

D. INTRODUCTIONS, RECOGNITIONS AND PROCLAMATIONS:

D.1. Proclamations

E. REPORTS AND COMMUNICATIONS:

E.1. Progress Reports

E.1.a. Superintendent's Report

Superintendent Emmanuel Caulk provided an overview of the agenda for the action meeting on June 22, 2020.

E.1.a.1. Academic Services

E.1.a.2. Operations & Support

F. APPROVAL OF ROUTINE MATTERS:

G. APPROVAL OF CONSENT ITEMS:

G.1. Award of Bids/ Proposals

G.2. Post Approval Placeholder

G.3. Special & Other Leaves of Absence

G.4. Approval of a Proposed Change Order (No. Four) to the Contract Construction of the Title IX Improvements / Softball Fieldhouse (Phase 2) at Bryan Station High School Title IX BG 15-153

G.5. Approval of a BG-4 Contract Closeout Form for the Contract for the Construction of Brenda Cowan Elementary (the New Elementary School at Athens-Boonesboro Road) BG 17-185

G.6. Approval of a BG-4 Contract Closeout Form for the Contract for the Replacement of the Athletic Field Artificial Turf and Running Track at Bryan Station High School BG 18-255

G.7. Rejection of Bids for the Construction of New Parking Lots at the Liberty Road Bus Garage BG# 18-378

G.8. Approval of a Proposed Change Order (No. Three) to the Contract for the Replacement of the Athletic Field Artificial Turf and Running Track at Henry Clay High School BG #19-108

G.9. Approval of a Proposed Change Order (No. Six) to the Contract for the Renovation of 1555 Georgetown Road to House the STEAM Academy and the Success Academy BG# 19-163

G.10. Approval of a Proposed Change Order (No. Seven) to the Contract for the Renovation of 1555 Georgetown Road to House the STEAM Academy and the Success Academy BG# 19-163

G.11. Approval of Revised BG-1 Project Application (Close Out) for the Construction of a New Parking Lot at The Professional Learning Center at Linlee BG# 19-281

G.12. Approval of a Proposed Change Order (No. Six) to the Contract for the Disconnecting / Setting Up Utilities and Partial Renovation of 450 Park Place (Central Offices) BG# 20-060

G.13. Approval of a Proposed Change Order (No. Seven) to the Contract for the Disconnecting / Setting Up Utilities and Partial Renovation of 450 Park Place (Central Offices) BG# 20-060

G.14. Approval of a Proposed Change Order (No. Eight) to the Contract for the Disconnecting / Setting Up Utilities and Partial Renovation of 450 Park Place (Central Offices) BG# 20-060

G.15. Approval of a Proposed Change Order (No. Four) 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

H. APPROVAL OF ACTION ITEMS:

H.1. Certified Evaluation Plan

Discussion:

Human Resources Director Jennifer Dyar shared the proposed changes to the Certified Evaluation Plan for the 2020-2021 school year. The process for developing this plan is contained in statute and provides for extensive input and discussion.

Motion Passed: *A motion to approve the Certified Evaluation Plan for the 2020-2021 school year passed with a motion by Mr. Tyler Murphy and a second by Mr. Daryl Love.*

Mr. Raymond Daniels	Absent
Mr. Daryl Love	Yes
Ms. Christy Morris	Yes
Mr. Tyler Murphy	Yes
Ms. Stephanie Aschmann Spires	Yes

H.2. Professional Leave by District Personnel

Motion Passed: *A motion to approve the professional leave as indicated passed with a motion by Mr. Tyler Murphy and a second by Ms. Christy Morris.*

Mr. Raymond Daniels	Absent
Mr. Daryl Love	Yes
Ms. Christy Morris	Yes
Mr. Tyler Murphy	Yes
Ms. Stephanie Aschmann Spires	Yes

H.3. CONTRACT - Discovery Ed

Motion Passed: *A motion to approve a contract with Discovery Ed passed with a motion by Ms. Christy Morris and a second by Mr. Daryl Love.*

80574

Mr. Raymond Daniels	Absent
Mr. Daryl Love	Yes
Ms. Christy Morris	Yes
Mr. Tyler Murphy	Yes
Ms. Stephanie Aschmann Spires	Yes

H.4. Resolution Relating to the Financing of Certain School Improvements

Motion Passed: *A motion to approve a Resolution Related to Financing the new construction of Tates Creek High School located at 1111 Centre Parkway passed with a motion by Ms. Christy Morris and a second by Mr. Daryl Love.*

Mr. Raymond Daniels	Absent
Mr. Daryl Love	Yes
Ms. Christy Morris	Yes
Mr. Tyler Murphy	Yes
Ms. Stephanie Aschmann Spires	Yes

H.5. CONTRACT - Vanguard Modular Building Systems (WMS)

Motion Passed: *A motion to approve the contract for portable classrooms at Winburn Middle for the 2020-21 school year passed with a motion by Mr. Daryl Love and a second by Ms. Christy Morris.*

Mr. Raymond Daniels	Absent
Mr. Daryl Love	Yes
Ms. Christy Morris	Yes
Mr. Tyler Murphy	Yes
Ms. Stephanie Aschmann Spires	Yes

H.6. CONTRACT - Vanguard Modular Building System (JCMS)

Motion Passed: *A motion to approve the contract for portable classrooms at Jessie Clark for the 2020-21 school year passed with a motion by Ms. Christy Morris and a second by Mr. Daryl Love.*

Mr. Raymond Daniels	Absent
Mr. Daryl Love	Yes
Ms. Christy Morris	Yes
Mr. Tyler Murphy	Yes
Ms. Stephanie Aschmann Spires	Yes

H.7. Approve the Recommendation from the Local Planning Committee (LPC) to Amend the Current (2017) District Facility Plan (DFP); Establish a Date, Time and Location for the Public Hearing; and Appoint Hearing Officer for Public Hearing, all in Regards to this Amended DFP

Motion Passed: *A motion to (1) approve 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; and (2) approve setting the Public Hearing in regards to this amended DFP for June 24, 2020 at 5:30 p.m. via Zoom; and (3) appoint of Melinda Joseph-Dezarn, AIA, FCPS Director of Facility Design and Construction, to serve as the Hearing Officer for the Public Hearing passed with a motion by Mr. Tyler Murphy and a second by Mr. Daryl Love.*

Mr. Raymond Daniels	Absent
Mr. Daryl Love	Yes
Ms. Christy Morris	Yes
Mr. Tyler Murphy	Yes
Ms. Stephanie Aschmann Spires	Yes

H.8. Approval of Bid, Interim and Proposed Contracts, and a Revision to the BG-1 Project Application for the Construction of the New Construction of Bates Creek High School BG# 20-082

Motion Passed: *A motion to accept the base bid with Alternates #1, 4, 5, 8, 9, 10, 12, 13 and 14, as submitted by D.W. Wilburn, Inc.; approve the interim contract in the amount of \$2,500,000 and the proposed contract in the amount of \$70,971,000.00; and approve a revision to the BG-1 Project Application for a total of \$84,570,295.16 for the new construction of Bates Creek High School, subject to the approval of the Kentucky Department of Education, District Facilities Branch, per the provisions of 702 KAR 4:160 passed with a motion by Mr. Daryl Love and a second by Mr. Tyler Murphy.*

Mr. Raymond Daniels	Absent
Mr. Daryl Love	Yes
Ms. Christy Morris	Yes
Mr. Tyler Murphy	Yes
Ms. Stephanie Aschmann Spires	Yes

I. PLANNING DISCUSSION/INFORMATIONAL ITEMS:

I.1. KSBA Annual Policy Updates (1st Read)

Discussion:

Katina Kinman, director of the KSBA Policy and Procedures and the electronic school board eMeeting services, reviewed the annual policy updates. She stated there were many changes to the Redbook and explained that this meeting was a first reading of the changes. The board will be asked to vote at the regular board meeting after a second read.

I.2. Annual Procedure Updates

Discussion:

Katina Kinman, director of the KSBA Policy and Procedures and the electronic school board eMeeting services, reviewed the annual administrative procedures updates.

80576

I.3. Policy Changes: Employee Leave (1st Read)

Discussion:

John White and Rodney Jackson shared a proposed change to the policy for employee vacation leave and explained that this meeting was a first reading of the changes. The board will be asked to vote at the regular board meeting after a second read.

I.4. Fayette County School District Finance Corporation Special Meeting (PLACEHOLDER)

I.5. Henry Clay High School Grade Scale Change (Placeholder)

Discussion:

Paul Little shared information related to changing the grading scale at Henry Clay High School, which the board will be asked to consider approved at the regular meeting on June 22.

I.6. Pay Date Schedule FY21 Placeholder

I.7. School Activity Fund Placeholder

I.8. Monthly Financial Report Placeholder

I.9. Personnel Changes

I.10. District Assurances (PLACEHOLDER)

I.11. Budget Transfer Report

I.12. Position Control Document

J. ORAL COMMUNICATIONS:

J.1. Board Request Summary

J.1.a. _____

J.1.b. _____

J.1.c. _____

J.2. Other Business

J.2.a. Board Discussion of Board Work

J.2.b. Staff

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

L. CLOSED SESSION:

L.1. Reconvene in Open Session

M. ADJOURNMENT:

Motion Passed: *A motion to adjourn the meeting at 7:02 p.m. passed with a motion by Mr. Tyler Murphy and a second by Mr. Daryl Love.*

Mr. Raymond Daniels	Absent
Mr. Daryl Love	Yes
Ms. Christy Morris	Yes
Mr. Tyler Murphy	Yes
Ms. Stephanie Aschmann Spires	Absent

Stephanie Aschmann Spires, Chair

Emmanuel Caulk, Superintendent and
Secretary to the Board

**RECORD OF BOARD PROCEEDINGS
(MINUTES)**

Board of Education Regular Meeting
June 22, 2020

The Fayette County Board of Education met at 701 East Main Street, Lexington, KY 6 p.m. on June 22, 2020 with the following members present:

Attendance Taken at 6:02 p.m.:

Present Board Members:

Mr. Raymond Daniels
Mr. Daryl Love
Ms. Christy Morris
Mr. Tyler Murphy
Ms. Stephanie Aschmann Spires

Administration Present

Emmanuel Caulk, Superintendent
Shelley Chatfield, General Counsel
Kate McAnelly, Chief Academic Officer
Schuronda Morton, Acting Senior Director of Leadership
Myron Thompson, Chief Operating Officer
John White, Chief Financial Officer

A. FINANCE CORPORATION

B. CALL TO ORDER

Ms. Stephanie Aschmann Spires called the meeting to order at 6 pm.

B.1. Roll Call

C. READING OF MISSION STATEMENT

Board member Tyler Murphy read the Mission Statement.

D. APPROVAL OF AGENDA

Discussion:

Board Chair Stephanie Spires stated the need to add Action Item I-9 naming the Girls STEM Academy Program and I-10 Resolution of Board of Education of Fayette County, Kentucky, Relating to the Issuance of Fayette County School District Finance Corporation School Building Revenue Bonds, Series 2020A.

80579

Motion Passed: *A motion to approve the amended agenda with any changes voiced including the lifting of items from the consent section for discussion passed with a motion by Mr. Daryl Love and a second by Mr. Raymond Daniels.*

Mr. Raymond Daniels	Yes
Mr. Daryl Love	Yes
Ms. Christy Morris	Yes
Mr. Tyler Murphy	Yes
Ms. Stephanie Aschmann Spires	Yes

D.1. Addendum:

D.1.a. _____

D.1.b. _____

D.2. Deletions:

D.2.a. _____

D.2.b. _____

E. INTRODUCTIONS, RECOGNITIONS AND PROCLAMATIONS:

E.1. Proclamations

F. REPORTS AND COMMUNICATIONS:

F.1. Progress Reports

F.1.a. Superintendent's Report

Superintendent Emmanuel Caulk welcomed any members of the public tuning in to watch the board's virtual meeting.

F.1.a.1. Academic Services

Directors of Curriculum and Instruction B.J. Martin and Soraya Matthews, along with several FCPS classroom teachers, gave an overview of Social Studies Standards and Integration of Culturally Responsive texts into the ELA Curriculum programs.

F.1.a.2. Operations & Support

Chief Operating Officer Myron Thompson provided the monthly construction report on the renovation of the STEAM and SUCCESS Academies where construction is 64 percent complete. The renovation of 450 Park Place Central Office is 41 percent complete. The security vestibules at 28 sites should be complete by December 2020.

G. APPROVAL OF ROUTINE MATTERS:

Motion Passed: *A motion to approve the minutes of the May 7, 2020 planning meeting, May 14, 2020 special meeting, May 18, 2020 regular board meeting, and May 26, 2020 special meeting passed with a motion by Mr. Tyler Murphy and a second by Mr. Daryl Love.*

Mr. Raymond Daniels	Yes
Mr. Daryl Love	Yes
Ms. Christy Morris	Yes
Mr. Tyler Murphy	Yes
Ms. Stephanie Aschmann Spires	Yes

- G.1. Minutes of the May 7, 2020 Board Planning Meeting**
- G.2. Minutes of the May 14, 2020 Special Board Meeting**
- G.3. Minutes of the May 18, 2020 Regular Board Meeting**
- G.4. Minutes of the May 26, 2020 Special Board Meeting**

H. APPROVAL OF CONSENT ITEMS:

Motion Passed: *A motion to accept the items on the consent calendar including any items added by addendum passed with a motion by Mr. Daryl Love and a second by Mr. Raymond Daniels.*

Mr. Raymond Daniels	Yes
Mr. Daryl Love	Yes
Ms. Christy Morris	Yes
Mr. Tyler Murphy	Yes
Ms. Stephanie Aschmann Spires	Yes

H.1. Award of Bids/Proposals

H.2. Post Approval Report

H.3. Special & Other Leaves of Absence

H.4. Professional Leave by District Personnel

H.5. Approval of a Proposed Change Order (No. Four) to the Contract Construction of the Title IX Improvements / Softball Fieldhouse (Phase 2) at Bryan Station High School Title IX BG 15-153

H.6. Approval of a BG-4 Contract Closeout Form for the Contract for the Construction of Brenda Cowan Elementary (the New Elementary School at Athens-Boonesboro Road) BG 17-185

H.7. Approval of a BG-4 Contract Closeout Form for the Contract for the Replacement of the Athletic Field Artificial Turf and Running Track at Bryan Station High School BG 18-255

H.8. Rejection of Bids for the Construction of New Parking Lots at the Liberty Road Bus Garage BG# 18-378

H.9. Approval of a Proposed Change Order (No. Three) to the Contract for the Replacement of the Athletic Field Artificial Turf and Running Track at Henry Clay High School BG #19-108

H.10. Approval of a Proposed Change Order (No. Six) to the Contract for the Renovation of 1555 Georgetown Road to House the STEAM Academy and the Success Academy BG# 19-163

H.11. Approval of a Proposed Change Order (No. Seven) to the Contract for the Renovation of 1555 Georgetown Road to House the STEAM Academy and the Success Academy BG# 19-163

80581

H.12. Approval of Revised BG-1 Project Application (Close Out) for the Construction of a New Parking Lot at The Professional Learning Center at Linlee BG# 19-281

H.13. Approval of a Proposed Change Order (No. Six) to the Contract for the Disconnecting / Setting Up Utilities and Partial Renovation of 450 Park Place (Central Offices) BG# 20-060

H.14. Approval of a Proposed Change Order (No. Seven) to the Contract for the Disconnecting / Setting Up Utilities and Partial Renovation of 450 Park Place (Central Offices) BG# 20-060

H.15. Approval of a Proposed Change Order (No. Eight) to the Contract for the Disconnecting / Setting Up Utilities and Partial Renovation of 450 Park Place (Central Offices) BG# 20-060

H.16. Approval of a Proposed Change Order (No. Four) 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

I. APPROVAL OF ACTION ITEMS:

I.1. KSBA Annual Policy Updates (2nd Read)

Motion Passed: *A motion to approve the annual policy updates passed with a motion by Ms. Christy Morris and a second by Mr. Raymond Daniels.*

Mr. Raymond Daniels	Yes
Mr. Daryl Love	Yes
Ms. Christy Morris	Yes
Mr. Tyler Murphy	Yes
Ms. Stephanie Aschmann Spires	Yes

I.2. Policy Changes: Employee Leave (2nd Read)

Motion Passed: *A motion to approve policy changes to employee leave passed with a motion by Ms. Christy Morris and a second by Mr. Raymond Daniels.*

Mr. Raymond Daniels	Yes
Mr. Daryl Love	Yes
Ms. Christy Morris	Yes
Mr. Tyler Murphy	Yes
Ms. Stephanie Aschmann Spires	Yes

I.3. Addendum contract Re-Employing Superintendent

Motion Passed: *A motion to table the addendum contract re-employing Superintendent Caulk for a term commencing July 1, 2019 to June 30, 2023 failed with a motion by Mr. Tyler Murphy and a second by Ms. Christy Morris.*

Mr. Raymond Daniels	No
Mr. Daryl Love	No
Ms. Christy Morris	Yes
Mr. Tyler Murphy	Yes
Ms. Stephanie Aschmann Spires	No

Motion Passed: *A motion to approve the addendum contract re-employing Superintendent Caulk for a term commencing July 1, 2019 to June 30, 2023 passed with a motion by Mr. Raymond Daniels and a second by Mr. Daryl Love.*

Mr. Raymond Daniels	Yes
Mr. Daryl Love	Yes
Ms. Christy Morris	No
Mr. Tyler Murphy	No
Ms. Stephanie Aschmann Spires	Yes

I.4. CONTRACT - Kentucky Writing Project

Motion Passed: *A motion to approve a contract with the Kentucky Writing Project passed with a motion by Ms. Christy Morris and a second by Mr. Daryl Love.*

Mr. Raymond Daniels	Yes
Mr. Daryl Love	Yes
Ms. Christy Morris	Yes
Mr. Tyler Murphy	Yes
Ms. Stephanie Aschmann Spires	Yes

I.5. Henry Clay High School Grade Scale Change

Motion Passed: *A motion to approve the Henry Clay High School grade scale change passed with a motion by Mr. Tyler Murphy and a second by Mr. Daryl Love.*

Mr. Raymond Daniels	Yes
Mr. Daryl Love	Yes
Ms. Christy Morris	Yes
Mr. Tyler Murphy	Yes
Ms. Stephanie Aschmann Spires	Yes

I.6. District Assurances

Motion Passed: *A motion to approve Fayette County Public Schools' submission of Statement of Assurances for the 2020-2021 school year passed with a motion by Mr. Daryl Love and a second by Mr. Tyler Murphy.*

80583

Mr. Raymond Daniels	Yes
Mr. Daryl Love	Yes
Ms. Christy Morris	Yes
Mr. Tyler Murphy	Yes
Ms. Stephanie Aschmann Spires	Yes

I.7. Pay Date Schedule FY21 Report

Motion Passed: *A motion to accept the Pay Date Schedule FY21 as presented to the Board passed with a motion by Mr. Tyler Murphy and a second by Mr. Raymond Daniels.*

Mr. Raymond Daniels	Yes
Mr. Daryl Love	Yes
Ms. Christy Morris	Yes
Mr. Tyler Murphy	Yes
Ms. Stephanie Aschmann Spires	Yes

I.8. Monthly Financial Report

Discussion:

Finance Director Rodney Jackson provided the May financial report. The total revenue was \$437 million and expenditures totaled \$101 million including encumbrances. The total general balance sheet reflected total assets of \$112 million and total liabilities of \$10 million.

Motion Passed: *A motion to accept the Monthly Treasurer Report of Revenue/Expense reports as presented to the Board passed with a motion by Mr. Raymond Daniels and a second by Ms. Christy Morris.*

Mr. Raymond Daniels	Yes
Mr. Daryl Love	Yes
Ms. Christy Morris	Yes
Mr. Tyler Murphy	Yes
Ms. Stephanie Aschmann Spires	Yes

I.9. Naming the Girls STEM Academy

Discussion:

Curriculum and Instruction Director Soraya Matthews shared the process followed to select a name recommendation for the K-8 Girls STEM Program.

Motion Passed: *A motion to approve the name "Rise STEM Academy for Girls" for the K-8 Girls STEM Program located at 2520 Spurr Road passed with a motion by Ms. Christy Morris and a second by Mr. Tyler Murphy.*

Mr. Raymond Daniels	Yes
Mr. Daryl Love	Yes
Ms. Christy Morris	Yes
Mr. Tyler Murphy	Yes
Ms. Stephanie Aschmann Spires	Yes

I.10. Resolution of Board of Education of Fayette County, Kentucky, Relating to the Issuance of Fayette County School District Finance Corporation School Building Revenue Bonds, Series 2020

Motion Passed: *A motion to approve a Resolution authorizing the sale and issuance of School Building Revenue Bonds, Series 2020A in the approximate amount of 72,740,000 (Seventy Two Million Seven Hundred Forty Thousand dollars) for the purposes of financing construction, installation and equipping of the new Tates Creek High School located at 1111 Centre Parkway, Lexington, Kentucky 40517 passed with a motion by Mr. Daryl Love and a second by Mr. Tyler Murphy.*

Mr. Raymond Daniels	Yes
Mr. Daryl Love	Yes
Ms. Christy Morris	Yes
Mr. Tyler Murphy	Yes
Ms. Stephanie Aschmann Spires	Yes

J. PLANNING DISCUSSION/INFORMATIONAL ITEMS:

J.1. School Activity Fund Report

J.2. Personnel Changes

J.3. Budget Transfer Report

J.4. Position Control Document

K. ORAL COMMUNICATIONS:

K.1. Board Request Summary

K.1.a. _____

K.1.b. _____

K.1.c. _____

K.2. Other Business

K.2.a. Board Discussion of Board Work

K.2.b. Staff

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

M. CLOSED SESSION:

M.1. Reconvene in Open Session

N. ADJOURNMENT:

80585

Motion Passed: *A motion to adjourn the meeting at 8:30 p.m. passed with a motion by Mr. Tyler Murphy and a second by Ms. Christy Morris.*

Mr. Raymond Daniels	Yes
Mr. Daryl Love	Yes
Ms. Christy Morris	Yes
Mr. Tyler Murphy	Yes
Ms. Stephanie Aschmann Spires	Yes

Stephanie Aschmann Spires, Chair

Emmanuel Caulk, Superintendent and
Secretary to the Board

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

MEETING: Regular

DATE: 7/20/2020

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

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 6. ORVWBC	Child Nutrition	3

	7. B2Gnow 8. Vendor Registry 9. KEDC 10. Demandstar		
5. RFP 24-20 Third Party Medicaid Administrative & Recovery Services	1. TSMDC 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

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."

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

Item No.	Description	C-Worth Superstore	Norvex Supply
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	XXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXX
	<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	XXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXX
	<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	XXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXX
	<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	XXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXX
	<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
	<u>A</u>	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		XXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXX
	A	Capacity, Pint			
	B	Capacity, Quart			
57		Colander		XXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXX
		Aluminum, 16Qt			\$28.14
		Aluminum, 6QT			
58		Ice Scoop		XXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXX
	A	12oz		\$4.90	\$2.68
	B	64oz		\$8.83	\$3.40
59		Ice Bucket, dishwasher safe, 3.0L			
60		Thermometer		XXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXX
	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 Guage 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		XXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXX
	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		XXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXX
	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		XXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXX
	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		XXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXX
	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		XXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXX

	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."

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."

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</u> , Square	\$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 ² 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 ² x 10 ² , 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 ² long, minimum 1/8 ² in diameter. 12,000 per case	\$40.30	\$27.11	\$31.80
26	<u>Plastic Apron</u> - Poly bags 24 ² x 42 ² , 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."

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	6% of the net Medicaid revenue for interim claims and cost settlement	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."

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."

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"

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."

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."

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: Regular

DATE: 7/27/2020

TOPIC: Post Approval Agenda

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

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

ACTIONS FOR POST APPROVAL AND CLAIMS

July 27, 2020
Check #

349870 – 350122 AP062920	\$889,045.09
350123 – 350163 AP070220	\$300,823.78
350164 – 350257 AP070920	\$319,546.16
EFT 90062599 – 90062599 AP062220	\$171,804.28
EFT 90062612 – 90062658 AP062920	\$259,003.82
EFT 90062659 – 90062761 AP062920	\$437,381.83
EFT 90062762 – 90062762 AP070120	\$3,226,696.82
EFT 90062763 – 90062778 AP070220	\$501,922.71
EFT 90062779 – 90062803 AP070220	\$65,391.13
EFT 90062804 – 90062831 AP070920	\$239,563.75
EFT 90062832 – 90062865 AP070920	\$159,836.83

POST APPROVAL TOTAL FOR JULY 13, 2020..... \$6,571,016.20

350258 – 350258 AP072720	\$4,205,239.81
EFT 90062866 – 90062866 AP071020	\$65,460.77
EFT 90062867 – 90062906 AP072720	\$4,889,317.37
EFT 90062907 – 90062981 AP072720	\$607,559.36

POST APPROVAL TOTAL FOR JULY 27, 2020..... \$9,767,577.31

TOTAL CLAIMS AND POST APPROVALS FOR JULY 2020..... \$16,338,593.51

Bank Transfer to cover Payroll 062520.....	\$15,000,000.00
Bank Transfer to cover Payroll 062520.....	\$13,748,094.75
Bank Transfer to cover Payroll 062620.....	\$12,784,232.04
Bank Transfer to cover Payroll 062620.....	\$12,711,673.74

Food Service
Check #

28541 – 28554 FS070820.....	\$99,678.03
28555 – 28576 FS072720.....	\$42,102.12
EFT 90062600 – 90062611 FT062420.....	\$113,207.53

TOTAL REGULAR CLAIMS FOR JULY 2020 \$254,987.68

Recommendation: 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.”

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**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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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



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. 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



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. 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



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. 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



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. 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



FAYETTE COUNTY PUBLIC SCHOOLS

**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



FAYETTE COUNTY PUBLIC SCHOOLS

**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.

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.

Policy: 01.11 – Powers and Duties of the Board

Fiscal Impact:

Table with 4 columns: Fund, Org. Code, Project Code, Object Code. Row 1: Construction 360, 1053603, 19079, 0349

Attachments(s): Contract

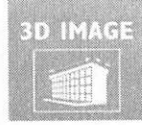
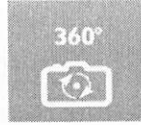
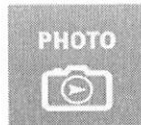
On motion by _____, seconded by _____, the Board authorized the Superintendent to execute a contract with MVK Limited d/b/a Multivista in the amount of \$46,500.00 (Forty-six Thousand, Five Hundred Dollars) to perform construction photography / documentation services outlined above.

Stephanie Spires, Board Chair

Emmanuel Caulk, Superintendent

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Board of Education: Stephanie Spires, Chair • Raymond Daniels, Vice Chair • Daryl Love • Christy Morris • Tyler Murphy
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 Clients 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 _____ MMP 7/6/2020
 Printed _____
 Title _____
 Date _____

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

MEETING: Regular

DATE: 7/27/2020

TOPIC: 2020-2021 Amended Instructional Calendar

PREPARED BY: Steve Hill

Recommended Action on: 7/27/2020

Action Item for Vote (REGULAR MEETING)

Superintendent Prior Approval: Yes

Recommendation/Motion: Motion is to amend the 2020-2021 instructional calendar with a start date of August 26th.

Background/Rationale: The original 2020-2021 instructional calendar was approved in the spring of 2019. In order to prepare and plan for the unique needs of the district, the recommendation includes 162 days of instruction and the implementation of the variable instructional calendar as described in KRS 158.070. The district will meet the 1,062 instructional hours on day 162.

Policy: Policy 08.2, KRS 158.070

Fiscal Impact: N/A

Attachments(s): 2020-2021 Amended Instructional Calendar

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Superintendent Emmanuel Caulk

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

2020-2021

Late School Calendar

DRAFT

July 20						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August 20						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

September 20						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

October 20						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

November 20						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

December 20						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

January 21						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

February 21						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

March 21						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

April 21						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

May 21						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

June 21						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

July 21						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

August 21						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Notes

CODE	EVENT	TOTAL
School Days	Student Days	162
Holidays	Students Off	4
Staff Work/Training Days	Students Off	19 TBD
Professional Developer	Students Off	4
Non School Days	Students Off	19
Snow Make Up Days	Please do not plan events	7

DATE	EVENT
Aug 10-21	Staff Work Days
Aug 24	Staff Opening Day (PD 1 - Mand)
Aug 25	Staff Work Day (Training 1 - Mand)
Aug 26	First Day for Students
Sept 7	Labor Day
October 1-2	Fall Break (PD 2 & 3 Flex)
November 3	Election Day
November 25-27	Thanksgiving
December 21 - January 1	Winter Break
January 18	MLK Day
February 15	President's Day
March 19	KEA Day (Training-3 Flex)
March 29 - April 2	Spring Break
May 13	Last Day for Students
May 14	Staff Closing Day (Training 4-Mand)
May 17	Flex PD 4
May 31	Memorial Day

July	0
Aug	4
Sept	21
Oct	20
Nov	17
Dec	14
Jan	19
Feb	19
Mar	19
April	20
May	9
June	0
Total	162

7 Purposed Snow Days (14-15)
 March 19, 2021 will only be used as a makeup day if
 FCPS has missed 3 days prior to March 1, 2021.

072

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

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

MEETING: Planning

DATE: 7/13/2020

TOPIC: Contract – Sara Elaine Farris

PREPARED BY: Jennifer Dyar

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

Superintendent Prior Approval: No

Recommendation/Motion: A motion is in order to approve the contract for Sara Elaine Farris.

Background/Rationale: Dr. Elaine Farris provides consulting and mentoring services for school leaders to ensure all students succeed within Fayette County Public Schools.

Policy: 01.11

Fiscal Impact: \$55,560

Attachments(s): contract

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Superintendent Emmanuel Caulk

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CONTRACT

THIS CONTRACT is entered into this 9 day of July, 2020, by and between the **BOARD OF EDUCATION OF FAYETTE COUNTY, KENTUCKY**, 701 East Main Street, Lexington, Kentucky 40502 ("Board") and **Sara Elaine Farris, 1006 Windsor Court, Shelbyville, KY 40065-7377** ("Second Party").

A. PARTIES:

The Board of Education of Fayette County, Kentucky, **district leadership** has established the need to **mentor school leaders** and has determined that this need cannot be met by existing district staff.

Sara Elaine Farris provides **consulting services** and has expertise or needed products as described herein.

B. PURPOSE:

The purpose of this contract is to improve the availability of **mentoring and guiding school leaders to ensure all students succeed**.

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

1. The Second Party shall provide to the **Fayette County Public Schools**, as an independent contractor, services under the direction of **Emmanuel Caulk, Superintendent**.

2. The second party shall provide **mentoring through consulting services from July 2020-June 2021**.

3. The Board agrees to pay the Second Party for the services/products provided in this contract the amount of **\$494**. Additional expenses to be reimbursed are **not applicable**, with a total amount of this contract not exceeding **\$ 55,560.00**

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

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

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

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

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

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

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

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

12. Pursuant to KRS § 160.380(7)(a), any contractor who works on school premises during school hours must submit to a national and state criminal history background check by the Department of Kentucky State Police and the Federal Bureau of Investigation and have a letter, provided by the individual, from the Cabinet for Health and Family Services ("CHFS") stating the contractor is clear to hire based on no finding of substantiated child abuse or neglect found through a background check of child abuse and neglect records maintained by the Cabinet for Health and Family Services. The required background checks and letter from CHFS must be submitted to the FCPS Human Resources Office prior to the beginning of work. Failure to comply with this statute will be considered a breach of contract and will subject the contract to cancellation without penalty.

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

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

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

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

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

18. This agreement will be in effect from July 9, 2020, through June 30, 2021, unless terminated by either party as defined in Paragraph 8. The agreement may be renewed annually based upon evaluation of the effectiveness of the agreement in meeting the goals set forth herein and funding availability.

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

Principal/Director's Approval



7/14/2020
Date

BOARD OF EDUCATION OF FAYETTE COUNTY
KENTUCKY

Emmanuel Caulk, Superintendent

Date

Sara Elaine Farris

2 Sara Elaine Farris

Date

7/10/2020

(Rev. 5/18)

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

MEETING: Regular

DATE: 7/19/2020

TOPIC: Ellevation Contract

PREPARED BY: Martha Rodriguez

Recommended Action on: 7/27/2020

Action Item for Vote (REGULAR MEETING)

Superintendent Prior Approval: No

Recommendation/Motion: The recommendation is for the Board of Education to approve the 2020-2021 contract with Ellevation.

Background/Rationale: Ellevation EL Tool: Ellevation gives visibility into our EL program's data and processes. From language proficiency information on an individual student, to roll-up reports and data views across the district, Ellevation gives us the information we need to make key programmatic decisions. We monitor progress pre- and post-exit, conduct required meetings, generate reports to share data, and record key decisions in Ellevation. Teachers access students' English Language Proficiency levels, descriptors, recommended accommodations and goals, and much more. By bringing all relevant EL data into Ellevation, our teachers have the information they need to make key decisions right at their fingertips. Proficiency scores, state assessment results, course grades, monitoring forms, exit criteria and more are all available as our team makes placement, programmatic, and instructional decisions.

Policy: 08.13452 Curriculum and Instruction: English as a Second Language

Fiscal Impact: 2020-2021

Attachments(s): The contract is attached

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Fayette Co. Public Schools
1126 Russell Cave Road
Lexington, KY 40505

June 30, 2020

I am an authorized representative of Ellevation Inc. and I affirm that Ellevation Inc. is the sole source supplier, publisher and holder of all copyrights for all items related to the Ellevation subscription-based instructional management and training service.

Subscriptions and support services related to all Ellevation data management and training products are provided only by Ellevation Inc. and are not available through resellers.

We have done extensive market research and confirm there is/are no other like products or services available for purchase that would serve the same purpose or function for the above named product or service.

Please let us know if you have any questions.

Sincerely,

Edward Rice

Edward Rice
President and Co-Founder
Ellevation Inc.

Ellevation Subscription Agreement

This Subscription Agreement ("Agreement") is being entered into between Ellevation Inc., having an address at 38 Chauncy Street, Boston, Massachusetts 02111 ("Ellevation") and the Company Name identified as "Customer" below. Customer understands that this Agreement is governed by the Terms and Conditions attached hereto as **Exhibit A**, which are incorporated herein by reference. In the event of any conflict between this Agreement and **Exhibit A**, the terms of this Agreement shall control. This Agreement is effective as of the Subscription Start Date set forth below

Company: Ellevation Education	Customer: Fayette County Public Schools, KY
Representative: Tony DeJesus	Contact Name: Lori Bowen
Email: tony.dejesus@ellevationeducation.c	Email: lori.bowen@fayette.kyschools.us
Phone: 617-307-5755	Phone: (859) 381-4650
Address: 38 Chauncy St, 9th Floor, Boston, MA 02111	Address: 1126 Russell Cave Road, Lexington, KY 40505
Start Date: 9/1/2020	End Date: 8/31/2021

Annual Subscription Fees

Product	Quantity	Unit Price	Total Fees
Ellevation Platform	5,600	\$12.75	\$71,400.00
Subscription Total:			\$71,400.00

Services Fees

Services Total:	\$0.00
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Total Investment

Grand Total:	\$71,400.00
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Invoicing Schedule:

Payment Term: Net 30

Contract Term: 12

1 Definitions.

1.1 The **“Platform”** is Ellevation’s proprietary, Internet-delivered SaaS platform of servers, software and related technology that is hosted, served or managed by Ellevation or Ellevation’s third-party service provider, and furnished to Customer under this Agreement. The Platform provides for the ability for Customer to: (1) utilize Ellevation’s proprietary data management system for English Language Learners or “ELLs”; (2) access reporting tools related to the productivity and performance of Customer’s ELLs; and (3) utilize instructional content for Customer’s ELLs.

1.2 **“Customer User”** shall mean any of Customer’s authorized users of the Platform.

2 **Services.** Ellevation agrees to deliver the software and perform the services described in any Statement of Work (“SOW”) which may be issued hereunder from time to time, and any such SOW are incorporated into this Agreement by reference (the **“Services”**).

3 **Fees and Payment.** Customer will pay the Subscription Fees and any related fees, as applicable, as set forth in Customer’s Subscription Agreement. All invoices are payable within thirty (30) calendar days following receipt by Customer. Past due amounts are subject a late payment charge, until paid, at the rate of One and a Half Percent (1.5%) per month or the maximum amount permitted by law, whichever is less.

4 Term and Renewal

4.1 **Subscription Terms.** The term of this Agreement shall be for an initial term of twelve (12) months commencing on the Effective Date of this Agreement unless otherwise expressly stated in the Agreement (“the **“Initial Subscription Term”**”). Following expiration of the Initial Subscription Term, Customer’s subscription will automatically renew for successive twelve (12) month renewal terms (each a **“Renewal Term”**) unless either party provides written notice of non-renewal at least thirty (30) calendar days prior to the expiration of the Initial Subscription Term or any subsequent Renewal Term. The Initial Subscription Term and Renewal Term(s) shall be collectively referred to herein as **“Term.”** Ellevation may raise the Subscription Fees any time after the expiration of the Initial Subscription Term with such increases effective thirty (30) days following advance written notice to Customer

4.2 **Services and Training Terms.** All training and services must be scheduled and conducted by the later of either 12 months from the purchase date or the current contract end date.

5 License Grant

5.1 **Customer Users** Ellevation will provide user account(s) for the number of authorized Customer’s Users.

5.2 **Permitted Use** During the Term of this Agreement, Ellevation hereby grants Customer a worldwide, non-exclusive, non-transferable right to access, use the features and functionality of the Platform solely for Customer’s educational purposes, subject to the terms and conditions of this Agreement. All rights not granted in this Agreement are reserved by Ellevation.

5.3 **Prohibited Use** Customer will not (and will ensure that Customer Users do not): (a) use the Platform other than in compliance with this Agreement and applicable federal, state, and local laws; (b) “frame,” distribute, resell, or permit access to the Platform by any unauthorized third party; (c) interfere with the Platform or disrupt any other user’s access to the Platform; (d) attempt to gain unauthorized access to the Platform, or attempt to discover the underlying source code or structure of the Platform, or otherwise reverse engineer the Platform; (f) submit to the Platform any content or data that is: false, misleading, defamatory, threatening, or which could otherwise constitute hate speech; infringing of intellectual property rights; reasonably deemed to involve moral turpitude or that contains mass mailings or any form of “spam”; (g) submit to the Platform any routine, device or other undisclosed feature, including a so-called time bomb, virus, software lock, drop dead device, malicious logic, worm, Trojan horse or trap or back door or software routine, that is designed to delete, disable, deactivate, interfere with or otherwise harm any software, program, data, device, system or service, or which is intended to provide unauthorized access or to produce unauthorized modifications; or (h) use any robot, spider, data scraping or extraction tool or similar mechanism with respect to the Platform.

Customer must also ensure that: (a) it provides true, accurate, current and complete information to create and maintain accounts; (b) neither Customer nor any Customer User circumvents or otherwise interferes with any user authentication or security used by Ellevation; (c) Customer Users maintain the confidentiality of their usernames and passwords; and (d) that neither Customer nor any Customer User will impersonate another user of the Platform or provide false identity information to gain access to or use the Platform.

6 Ownership and Rights

6.1 **Ownership of Customer Content.** Customer retains all right, title and interest in: (i) any data, files, attachments, text, images, and other content that Customer or a Customer User uploads or submits to the Platform under this Agreement; and (ii) any reports produced by Customer in connection with use of the Platform (collectively, **“Customer Content”**).

6.2 **Limited Use of Customer Content by Ellevation.** During the Term, Customer hereby grants Ellevation the right to use and transmit the Customer Content for purposes of: (a) making Customer Content available for viewing and downloading by Customer Users. During the Term and thereafter, Customer grants Ellevation the right to use the Customer Content solely on an aggregated, de-identified basis, to (i) improve its educational products for the purposes of adaptive and customized learning; (ii) demonstrate the effectiveness of its products (in terms of

benchmarks, trends, statistics, and comparisons) for purposes of promotion, marketing, and sale of its products and services; and (iii) for the development and improvement of its educational sites, services, or applications.

6.3 Ownership of Platform. As between the parties, Ellevation retains all right, title and interest (including all intellectual property and proprietary rights therein) in and to the following but excluding any Customer Content: (a) the Platform and the technology and software used to provide it; (b) all electronic and print documentation and other content made available or collected through the Platform; and (c) all data or information contained in or derived from the Platform (collectively, "Ellevation Data"). Subsections (a), (b) and (c) are defined as the "Ellevation IP". Except as expressly set forth in this Agreement, Ellevation shall have the right to use or disclose the Ellevation IP including the Ellevation Data at its sole discretion. In addition, except for Customer's rights to access and use the Platform set forth in this Agreement, nothing in this Agreement licenses or conveys any right to the Ellevation IP to anyone, including Customer

6.4 Feedback. Ellevation will have a perpetual right but not the obligation to use and incorporate into the Platform any feedback or suggestions for enhancement that Customer provides to Ellevation concerning the Platform ("Feedback"), without any obligation of compensation. Customer hereby acknowledges that Feedback shall be considered Ellevation IP.

7 **Confidentiality and Data Security.**

7.1 Confidentiality. As used herein, the "Confidential Information" of a party (the "Disclosing Party") means all financial, technical, or business information of the Disclosing Party that the Disclosing Party designates as confidential at the time of disclosure to the other party ("Receiving Party") or that the Receiving Party reasonably should understand to be confidential based on the nature of the information or the circumstances surrounding its disclosure. Without limiting the generality of the foregoing, Confidential Information includes but is not limited to, the terms and conditions of this Agreement; pricing for the Platform; and information about Ellevation's tools and features. Except as expressly permitted in this Agreement, the Receiving Party will not disclose, duplicate, publish, transfer or otherwise make available Confidential Information of the Disclosing Party in any form to any person or entity without the Disclosing Party's prior written consent. The Receiving Party will not use the Disclosing Party's Confidential Information except to perform its obligations under this Agreement (including, in the case of Ellevation, to provide the Platform).

Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information to the extent required by law, provided that the Receiving Party: (a) gives the Disclosing Party prior notice of such disclosure so as to afford the Disclosing Party a reasonable opportunity to appear, object, and obtain a protective order or other appropriate relief regarding such disclosure (if such notice is not prohibited by applicable law); (b) uses diligent efforts to limit disclosure and to obtain confidential treatment or a protective order; and (c) allows the Disclosing Party to participate in the proceeding. Further, Confidential Information does not include any information that: (x) is or becomes generally known to the public without the Receiving Party's breach of any obligation owed to the Disclosing Party; (y) was independently developed by the Receiving Party without the Receiving Party's breach of any obligation owed to the Disclosing Party; or (z) is received from a third party who obtained such Confidential Information without any third party's breach of any obligation owed to the Disclosing Party. For the sake of clarity Confidential Information does not include information independently acquired by the newsroom of or the editorial staff of Ellevation or any of its related companies. The Receiving Party will return or destroy all Confidential Information upon the Disclosing Party's request after the termination or expiration of this Agreement and (if requested by the Disclosing Party) certify such return or destruction in writing.

7.2 Confidentiality of Student Records. Customer appoints Ellevation a "school official" as that term is used in the Family Educational Rights and Privacy Act ("FERPA"), 34 C.F.R. §99 et. seq., and determines that Ellevation has a "legitimate educational interest," for the purpose of carrying out its responsibilities under this Agreement. Ellevation agrees to be bound by the relevant provisions of FERPA, including that it will remain under the "direct control" of Customer with respect to its collection, use and handling of personally identifiable student data. Ellevation will use personally identifiable student data only to fulfill the Services in performance of this Agreement, and as permitted pursuant to Section 6.2 of this Agreement, will only share personally identifiable student data with its third-party vendors as necessary to fulfill the Services in performance of this Agreement.

7.3 Data Security. Ellevation deploys commercially reasonable security precautions intended to protect against unauthorized access to Customer data, including Personal Information, stored by Ellevation, including use of firewalls, encryption, authentication technologies and background screenings for all employees. *Personal Information* shall mean an individual's first name and last name or first initial and last name in combination with any one or more of the following data elements that relate to such resident: (a) Social Security number; (b) driver's license number or state-issued identification card number; or (c) financial account number, or credit or debit card number, with or without any required security code, access code, personal identification number or password, that would permit access to a resident's financial account; provided, however, that "Personal Information" shall not include information that is lawfully obtained from publicly available information, or from federal, state or local government records lawfully made available to the general public.

7.4 Notification of Breach. Both parties agree to promptly notify the other party of any breach, or attempted breach, of security that such party knows of, or reasonably believes to know of, that may affect Customer Content on the Platform.

7.5 Legal Requests for Data. If Ellevation receives a court order or subpoena for Customer Content, Ellevation agrees to provide the Customer with a copy of such court order or subpoena within two (2) business days of its receipt of it and shall notify the Customer of the content of any testimony or information to be provided and provide the Company with copies of all documents to be produced.

8 **Representation and Warranties; Disclaimers**

8.1 Ellevation Representations and Warranties. Ellevation warrants that:

(a) it has the necessary authority to enter into this Agreement;

(b) it owns or has the right to use all intellectual property required by the Platform, including but not limited to any necessary trademark, copyright or patent rights;

(c) it will provide the Platform and related services in a professional and workmanlike manner and in accordance with the specifications set forth in any Statement of Work issued hereunder;

(d) it will comply with all applicable laws that apply to the Platform, including applicable laws regarding access to government records in the state where Customer is located; and

8.2 Customer Representations and Warranties. Customer hereby represents and warrants that: (a) it has the necessary authority to enter into this Agreement; (b) it has all rights, permissions and consents necessary to submit all Customer Content to the Platform and to grant Ellevation the rights to use Customer Content set forth in Section 6.2; (c) any materials uploaded to the Platform does not contain anything that is defamatory, libelous, infringes upon any third party intellectual property rights, or violates any confidentiality obligations Customer has with a third party; and (d) it will comply with all applicable laws that apply to its performance under this Agreement.

8.3 Disclaimer. Customer acknowledges that, as an internet-delivered software application, the Platform may experience periods of downtime, including but not limited to due to scheduled maintenance, and third-party service outages.

Accordingly, ELLEVATION DOES NOT WARRANT THAT THE PLATFORM WILL BE ERROR-FREE OR OPERATE WITHOUT INTERRUPTIONS OR DOWNTIME. ELLEVATION MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE PLATFORM, INCLUDING ITS DOCUMENTATION, THE PLATFORM SOFTWARE, OR ANY DATA OR CONTENT MADE AVAILABLE THROUGH THE PLATFORM. ELLEVATION SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ACCURACY

9 **Drug Free Workplace.** Ellevation provides a drug-free workplace for its employees, including; (i) posting in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in Ellevation's workplace and disciplinary action may be taken for violations of such prohibition; (ii) stating in all job solicitations or advertisements for employees placed by or on behalf of Ellevation that it maintains a drug-free workplace; and (iii) going forward, it shall include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this Section 9, "drug-free workplace" means a site for the performance of work done in connection with this contract where the employees of Instructure are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

10 **Insurance.** Ellevation shall provide professional liability insurance with amounts of no less than \$1,000,000.00 per incident and \$2,000,000.00 per aggregate.

Upon written request, Ellevation shall file with the District a Certificate of Insurance. The Certificate of Insurance shall include the liability coverage limits, dates of coverage, coverage of the Ellevation and its agents, and a clause which names the District as an additional insured for claims arising under this Agreement.

11 **Termination.**

11.1 Termination. Either party may terminate this Agreement immediately if (i) the other party breaches any material provision and fails to cure its breach within twenty (20) days after receiving the other party's written notice identifying the breach, and/or (ii) for any or no reason, upon sixty (60) days' prior written notice. In addition, Ellevation may suspend Customer's access to the Platform immediately if Customer fails to make a payment for more than thirty (30) calendar days following its due date

11.2 Treatment of Customer Content at Termination. Customer shall have sixty (60) days following the termination or expiration of this Agreement to provide Ellevation with a written request for a one-time, delimited file export of its data from the Platform via SFTP. Regardless of whether Customer timely requests a one-time export within this 60-day period and except as otherwise provided in Section 6.2 above, within sixty (60) days of the termination or expiration of this Agreement, Ellevation will securely destroy any and all of Customer's personally identifiable student data stored in the Platform, including any such data stored in Ellevation's backup systems.

12 **Indemnification**

- 12.1 Ellevation will defend, indemnify and hold harmless Customer and its employees and agents from and against any third party claim, demand or action, and all resulting damages, settlement amounts, penalties, costs and expenses, to the extent such claim, demand or action alleges that the Platform, or Customer's use thereof in accordance with this Agreement, infringes or violates any copyright, trademark, U.S. patent, or other proprietary right of any third party; provided, that Ellevation will not be obligated under this sentence to the extent any such infringement or violation arises from use of the Platform in combination with technology or services not provided by Ellevation and/or from use of the Platform and/or the Ellevation Network in violation of the terms and conditions set forth in this Agreement.
- 12.2 To the extent permitted by applicable law, Customer will defend, indemnify and hold harmless Ellevation and its corporate affiliates, directors, officers, employees, successors, assigns and agents from and against any third party claim, demand or action, and all resulting damages, settlement amounts, penalties, costs and expenses (including reasonable outside legal costs), that arises out of or relates to Customer Content (except to the extent such claim arises from Ellevation's use of Customer Content in violation of this Agreement), including without limitation claims that Customer Content infringes or violates any intellectual property or proprietary right of a third party, violates any confidentiality obligation owed to a third party, or violates any applicable law or regulation.
- 13 **LIMITATION OF LIABILITY. NEITHER PARTY WILL BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES IN CONNECTION WITH ANY CLAIM OF ANY NATURE ARISING UNDER THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN GIVEN ADVANCE NOTICE OF SUCH POSSIBLE DAMAGES. IN ADDITION, NEITHER PARTY'S TOTAL, AGGREGATE LIABILITY FOR ALL CLAIMS OF ANY NATURE ARISING OUT OF THIS AGREEMENT (EXCLUDING WITHOUT LIMITATION CLAIMS FOR INDEMNIFICATION UNDER SECTION 10) WILL NOT EXCEED THE FEES ACTUALLY PAID TO ELLEVATION UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.**
- 14 **Notices.** All notices under this Agreement must be in writing and sent via email to notices@ellevationeducation.com and, if to Customer at the email address provided in Customer's Subscription Agreement
- 15 **Entire Agreement.** The Subscription Agreement together with these Terms and Conditions represent the entire agreement between the parties regarding Customer's use of the Platform and related matters addressed in this Agreement, and supersedes any prior oral or written agreements, promises, representations, warranties, or inducements between or by the parties regarding such subject matters
- 16 **Assignment.** Ellevation may not assign this Agreement without Customer's prior written consent, not to be unreasonably withheld; provided, however, that no consent shall be required for the assignment of this Agreement to the acquirer of all or substantially all of Ellevation's assets provided that such successor agrees to be bound by all of the terms and conditions hereof.
- 17 **Force Majeure.** Neither party is liable for delay or default under this Agreement if caused by conditions beyond its reasonable control, whether or not foreseeable (e.g., technology malfunctions, outages of Internet Service; outages in third party hosted services), or any other Force Majeure events. "Force Majeure" events will mean: armed conflicts, famine, floods, Acts of God, labor strikes or shortages, governmental decree or regulation, court order, severe weather, fire, earthquake, acts of terrorism, failure of suppliers, unavailability of communications transport facilities and breakdowns in communications transport facilities; provided however, that this provision does not apply to Customer's obligations to make payments hereunder.
- 18 **Miscellaneous.** This Agreement shall be governed by the laws of the state where Customer is located without regard to the conflict of law provisions of such state; provided that jurisdiction for any dispute that arises hereunder shall be in the state and federal courts of the Commonwealth of Massachusetts. In the event a court of competent jurisdiction finds any provision of this Agreement to be illegal or unenforceable, the parties agree that the court shall modify such provision(s) to make such provision(s) and this Agreement valid and enforceable. The provisions of this Agreement are severable, and any illegal or unenforceable provision, or any modification by any court, shall not affect the remainder of this Agreement, which shall continue at all times to be valid and enforceable. This Agreement can only be modified by a writing signed by both parties. The failure of the parties to insist upon or enforce strict performance of any provision of this Agreement or to exercise any right or remedy thereunder will not be construed as a waiver by such party to assert or rely upon any such provision, right, or remedy in that or any other instance. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission or electronically by the parties will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or electronically will be deemed to be their original signatures for any purpose whatsoever.

ELLEVATION INC.

By: _____
Name: _____
Title: _____
Date: 6/30/2020

DocuSigned by:
Edward Rice
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Edward Rice

Fayette County Public Schools, KY

By: _____
Name: Lori Bowen
Title: Director
Date: 6/30/2020

DocuSigned by:
Lori Bowen
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**Executive Summary
Fayette County Public Schools Board
Meeting Agenda Item**

MEETING: Regular

DATE: July 27, 2020

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

PREPARED BY: John White, Chief Financial Officer Administrative Services

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

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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Superintendent Emmanuel Caulk

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

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



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, Tates Creek Middle, Mary Todd, Breckinridge, Meadowthorpe, Tates 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:** 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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Superintendent Emmanuel Caulk

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

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	LANSDOWNE 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
MCAINE BENJAMIN	BRYAN STATION TRADL MIDDLE	MID CURRICULUM INSTRUCTOR	6/30/2020
MCAINE 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	LANSDOWNE 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
COOPER STEVEN	PAUL LAURENCE DUNBAR HIGH	CUSTODIAL SUPERVISOR	7/1/2020
FIELDS ROSE	GLENDOWER ELEM FOOD SERV	FOOD SERVICE ASSISTANT II	5/31/2020
FIELDS ROSE	GLENDOWER 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	GLENDOWER 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: Regular

DATE: 7/13/2020

TOPIC: School Activity Funds Report

PREPARED BY: Rodney Jackson

**Recommended Action on: 7/20/2020
Informational Item**

Superintendent Prior Approval: No

Recommendation/Motion: N/A

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

Policy: 01:11 (General Powers and Duties of the Board)

Fiscal Impact: N/A

Attachments(s): School Activity Funds Report

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SCHOOL ACTIVITY FUNDS REPORT FOR MAY 2020

SCHOOLS	MAY 2020	RECEIPTS	EXPENSES	END BAL
ELEMENTARY				
Arlington	\$17,571.99	\$301.59	\$570.00	\$17,303.58
Ashland	\$17,247.31	\$23,016.83	-\$3,944.34	\$44,208.48
Athens-Chilesburg	\$113,260.91	\$2,168.00	\$1,933.15	\$113,495.76
BTW Elementary	\$9,106.91	\$1,864.60	\$250.00	\$10,721.51
Breckinridge	\$16,341.18	\$24,851.03	\$23,191.75	\$18,000.46
Brenda Cowan Elem	\$47,899.74	\$1,245.05	\$500.00	\$48,644.79
Cardinal Valley	\$38,327.55	\$678.43	\$276.80	\$38,729.18
Cassidy	\$56,801.66	\$5.83	\$390.01	\$56,417.48
Clays Mill (amended)	\$52,001.03	\$46,490.16	\$1,923.00	\$96,568.19
Coventry Oak	\$42,664.34	\$985.62	\$3,190.96	\$40,459.00
Deep Springs	\$8,480.58	\$2,701.10	\$745.03	\$10,436.65
Dixie Magnet	\$29,435.16	\$5,491.26	\$5,301.81	\$29,624.61
Garden Springs	\$36,532.28	\$33,926.77	\$3,614.00	\$66,845.05
Garrett Morgan	\$94,220.04	\$1,515.48	\$6,189.45	\$89,546.07
Glendover	\$33,643.01	\$2.79	\$1,500.00	\$32,145.80
Harrison	\$16,629.84	\$2,316.59	\$202.50	\$18,743.93
James Lane Allen	\$21,141.19	\$6,775.38	\$119.25	\$27,797.32
Julius Marks	\$54,083.82	\$1,230.70	\$0.00	\$55,314.52
Lansdowne	\$34,256.11	\$52,008.55	\$600.00	\$85,664.66
Liberty	\$46,886.79	\$41,031.21	\$11,840.00	\$76,078.00
Mary Todd	\$8,103.35	\$195.23	\$60.00	\$8,238.58
Maxwell	\$62,677.44	\$5.43	\$1,141.66	\$61,541.21
Meadowthorpe	\$37,971.27	\$67,628.20	-\$11,853.50	\$117,452.97
Academy for Leadership @ Millcreek	\$15,060.99	\$528.09	\$5,495.28	\$10,093.80
Northern	\$25,265.46	\$2.15	\$382.33	\$24,885.28
Picadome	\$18,207.04	\$7,948.15	\$7,166.50	\$18,988.69
Rosa Parks	\$51,041.83	\$247,661.78	\$123,421.90	\$175,281.71
Russell Cave	\$12,222.97	\$57.72	\$0.00	\$12,280.69
Sandersville	\$43,847.30	\$383.63	\$9,373.96	\$34,856.97
Southern	\$62,683.41	\$47,403.99	\$40,974.50	\$69,112.90
Squires	\$44,139.47	\$3,928.21	\$5,447.50	\$42,620.18
Stonewall	\$49,753.88	\$95.10	\$0.00	\$49,848.98
Tates Creek	\$15,647.82	\$23,053.18	\$2,066.01	\$36,634.99
Veterans Park	\$13,613.50	\$43,036.86	\$1,317.85	\$55,332.51
Wellington	\$21,272.57	\$401.24	\$1,275.77	\$20,398.04
William Wells Brown	\$15,238.86	\$1.27	\$475.47	\$14,764.66
Yates	\$24,352.50	\$175.01	\$297.50	\$24,230.01
SUB TOTAL	\$1,307,631.10	\$691,112.21	\$245,436.10	\$1,753,307.21
MIDDLE				
Beaumont	\$110,966.59	\$6,385.77	\$9,917.74	\$107,434.62
Bryan Station	\$71,542.80	\$6.39	\$2,130.52	\$69,418.67
Crawford	\$64,982.61	\$9,162.60	\$2,805.34	\$71,339.87
Edythe J. Hayes	\$145,195.68	\$936.08	\$9,189.06	\$136,942.70
Jessie Clark	\$122,531.66	-\$69.55	\$4,938.10	\$117,524.01
Leestown	\$78,295.70	\$1,289.27	\$5,069.63	\$74,515.34
LTMS	\$35,889.82	\$5,612.26	-\$670.33	\$42,172.41
Morton	\$123,529.79	\$10.70	\$9,929.79	\$113,610.70
SCAPA	\$73,124.96	\$229.55	\$7,865.36	\$65,489.15
Southern	\$159,100.04	\$413.27	\$1,453.85	\$158,059.46
Tates Creek	\$79,391.84	\$1,685.69	\$7,451.40	\$73,626.13
Winburn	\$71,501.30	\$1,577.66	\$17,444.32	\$55,634.64

SUB TOTAL	\$1,136,052.80	\$27,239.69	\$77,524.78	\$1,085,767.71
HIGH				
Bryan Station	\$163,601.43	\$16,081.29	\$21,356.78	\$158,325.94
Frederick Douglass	\$132,048.09	\$12,594.98	\$9,981.92	\$134,661.15
Henry Clay (amended)	\$371,499.67	\$28,061.07	\$19,876.85	\$379,683.89
Lafayette	\$175,793.29	\$6,925.65	\$15,633.64	\$167,085.30
P.L. Dunbar	\$485,445.56	\$20,852.35	\$39,832.32	\$466,465.59
Tates Creek	\$205,501.76	\$24,318.36	\$19,420.83	\$210,399.29
SUB TOTAL	\$1,533,889.80	\$108,833.70	\$126,102.34	\$1,516,621.16
VOCATIONAL/ALT.				
Carter G. Woodson	\$15,053.95	\$3,407.24	\$2,001.15	\$16,460.04
Eastside Tech Ctr.	\$94,479.91	\$389.52	\$554.50	\$94,314.93
Locust Trace Agriscience	\$52,653.55	\$7,428.24	\$5,337.00	\$54,744.79
MLK Jr. Academy	\$252,879.53	\$17,888.11	\$1,524.22	\$269,243.42
Southside Tech.Ctr.	\$16,431.94	\$251.05	\$0.00	\$16,682.99
Steam Academy	\$37,576.26	\$1,023.24	\$10,394.56	\$28,204.94
Success Academy	\$1,103.44	\$65.04	\$0.00	\$1,168.48
The Learning Center	\$10,610.85	\$274.19	-\$49.00	\$10,934.04
SUB TOTAL	\$480,789.43	\$30,726.63	\$19,762.43	\$491,753.63
GRAND TOTAL	\$4,458,363.13	\$857,912.23	\$468,825.65	\$4,847,449.71

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

MEETING: Regular

DATE: 7/27/2020

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

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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

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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

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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