



## Fayette County Board of Education Planning Meeting

Conference Room C  
701 East Main Street  
Lexington, KY 40502  
July 09, 2018  
5:30 PM

<b>A. CALL TO ORDER</b>	Melissa Bacon
1. Roll Call	
<b>B. EXTEND WELCOME TO GUESTS</b>	
<b>C. MOMENT OF SILENCE</b>	
<b>D. PLEDGE OF ALLEGIANCE</b>	Daryl Love
<b>E. READING OF MISSION STATEMENT</b>	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.	
<b>F. APPROVAL OF AGENDA</b>	
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. _____	
<b>G. INTRODUCTIONS, RECOGNITIONS, PROCLAMATIONS AND RESOLUTIONS:</b>	
1. Introductions	
2. Student Performance	
a. Performance, Bryan Station High School String Quartet	
3. Recognitions	
a. Recognition, Savannah Belcher, SCAPA at Bluegrass, Second Place, 2018 KET Young Writers Contest	
b. Recognition, John Baniak, Winburn Middle, Outstanding Affiliate Award, 2018 National History Day	
c. Recognition, Alessandra Samuels, Leestown Middle, Second Place, 2018 KET Young Writers Contest	
d. Recognition, Hudson Smith, Athens-Chilesburg Elementary, Second Place, 2018 KET Young Writers Contest	

e. Recognition, Several Students, 2018 KHSAA State Track and Field Championships	
f. Recognition, Several Students, 2018 PTA Reflections State Contest	
g. Recognition, Several Students. 2018 Student Technology Leadership Program state championship	
h. Recognition, Several Winners, 2018 Technology Student Association state conference	
i. Recognition, Susan McLaughlin Jones, Lafayette High, 2019 Kentucky Education Association Award for Teaching Excellence	
j. Recognition, Wanda Wilson, Yates Elementary, 2018 Fayette County Education Association Award for Teaching Excellence	
k. Recognition, Melanie Trowel, Carter G. Woodson Academy, 2018 Fayette County Education Association Award for Teaching Excellence	
l. Recognition, Lisa Henry, Martin Luther King Jr. Academy, 2018 Fayette County Education Association Award for Teaching Excellence	
m. Recognition, April Deener, Edythe J. Hayes Middle, 2018 Kentucky History Teacher of the Year	
4. Proclamations	
5. Resolutions	
<b>H. REPORTS, COMMUNICATIONS AND RESOLUTIONS:</b>	
1. Progress Reports	
a. Superintendent's Report	Emmanuel Caulk
1. Academic Services	
2. Equity Council Report	Darryl Thompson
3. Operations & Support	Myron Thompson
2. Remarks by Citizens (persons who have signed up to speak):	
<b>Fayette County Board of Education Policy 01.45 states,</b>	
<p>“...Members of the public may address the Board during the period set aside by the Board without submitting an item for the agenda. No action shall be taken during this portion of the meeting on issues raised by employees or the public unless deemed an emergency by the Board...”</p> <p>Please note: Speakers will not be allowed to make any disparaging or critical remarks about individuals or employees of the District. Critical comments or complaints are processed through the District’s complaint procedures, which afford the individuals to whom comments or complaints are directed, the opportunity for response and due process.</p>	
a. There are two opportunities for the public to address the Board:	
At the beginning of the meeting, the public, who have signed up prior to the meeting, is invited to speak on items that are On the Agenda. This is not intended to be a time for debate, however, the Board will take the public's input into consideration when making their final decision this evening. Each speaker will be allowed a maximum of 5 minutes.	
At the end of the meeting, members of the public who have signed up prior to the meeting are invited to address the Board on any	

topic of District-related concern that is NOT on the official agenda for this meeting (Policy # 01.45). Please know that since these items are not on tonight's agenda, our Board may or may not comment. It is important to know that this is not intended to be a time where issues will be debated. The Chair will determine the amount of time for each speaker, depending upon the lateness of the hour and the number of speakers.

**I. APPROVAL OF ROUTINE MATTERS:**

**J. APPROVAL OF CONSENT ITEMS:**

1. Award of Bids/Proposals	John White/Myron Thompson
2. Declaration of Surplus	Myron Thompson
3. Post Approval Report Placeholder	Rodney Jackson
4. Special and Other Leaves of Absence	Jennifer Dyar
5. Special Education ARC Chairperson Approval	Amanda Dennis
6. PLACEHOLDER - Approval of Commissioning Agent Agreement for the Construction of New Elementary School at Athens-Boonesboro Road BG 17-185	Myron Thompson
7. Approval of a Proposed Change Order (No. Two) to the Contract for the Construction of New Elementary School at Athens-Boonesboro Road BG 17-185	Myron Thompson
8. Approval of a Proposed Change Order (No. One) to the Contract for Installment of Portable Classroom Units at Garrett Morgan Elementary School BG# 18-256	Myron Thompson
9. Declaration of Surplus, Approval to Dispose, and Approval of Memorandum of Understanding with the Lexington-Fayette Urban County Government (LFUCG) for the Sale of an Unimproved Portion of Real Property Located on Campus of Lexington Traditional Middle School (Legacy Trail Phase III) and a Temporary Construction Easement at Lexington Traditional Magnet School	Myron Thompson

**K. APPROVAL OF ACTION ITEMS (PLANNING):**

1. Meal Price Changes for School Year 2018-19	Michelle Coker
2. CONTRACT - Blackboard	Bob Moore
3. CONTRACT - Toshiba	Bob Moore
4. Contract - Child Care Council of Kentucky	Heather Bell
5. Professional Leave by District Personnel	Jennifer Dyar
6. Revised Job Description - Lead Bus Driver	Jennifer Dyar
7. Revised Job Description - Director of Plant Operations	Jennifer Dyar
8. Revised Job Description - Architect	Jennifer Dyar

**L. PLANNING DISCUSSION/INFORMATIONAL ITEMS:**

1. School Activity Fund Placeholder	Rodney Jackson
2. Monthly Financial Reports Placeholder	Rodney Jackson
3. Biannual Construction Report (as of June 30, 2018)	Myron Thompson
4. Personnel Changes	Jennifer Dyar

**M. ORAL COMMUNICATIONS:**

1. Public

NOTICE: Our next item is where members of the public may address the Board on any topic of District-related concern that is NOT on the official agenda for this meeting (Policy # 1.45). Please know that since these items are not on tonight's agenda our Board may or may not comment. It is important to know that this is not intended to be a time where issues will be debated. The Chair will determine the amount of

time for each speaker, depending upon the lateness of the hour and the number of speakers.

**2. Board Request Summary**

A motion is in order to approve the following Board requests:

**a.** \_\_\_\_\_

**b.** \_\_\_\_\_

**c.** \_\_\_\_\_

**3. Other Business**

**a.** Board Discussion of Board Work

**b.** Staff

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

A motion is in order to: "make the agenda dated July 9, 2018 on which action has been taken at this meeting, a part of the minutes as if copied in the minutes verbatim."

**O. 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.

**P. 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.



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

**MEETING: Planning**

**DATE: 7/2/2018**

**TOPIC: Award of Bids/Proposals**

**PREPARED BY: Matt Moore, FCPS Purchasing**

**Recommended Action on: 7/23/2018  
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: Melissa Bacon, Chair • Raymond Daniels, Vice Chair • Douglas Barnett • Daryl Love • Stephanie Spires

Superintendent Emmanuel Caulk

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

## **AWARD OF BIDS/PROPOSALS**

### **PLACEHOLDER**

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

### **BIDS/PROPOSALS**

<b>BID</b>	<b>MAILING ROSTER</b>	<b>DEPARTMENT</b>	<b>RESPONSE – NUMBER RECEIVED</b>
1. Bid 36-18 Refuse Dumpster Service	1. TSMSSDC 2. Commerce Lexington 3. Economic Engine	Plant Operations	
2. Bid 37-18 Concrete Finishing, Sidewalk Repair	1. TSMSSDC 2. Commerce Lexington 3. Economic Engine	Plant Operations	
3. RFP 38-18 Nurses for School Field Trips	1. TSMSSDC 2. Commerce Lexington 3. Economic Engine	Health and Safety	
4. Bid 11-18 Jessie Clark Middle School Sinkhole Mitigation	1. TSMSSDC 2. Commerce Lexington 3. Economic Engine	Facilities Design & Construction	

<b>CONTRACT EXTENSIONS</b>	<b>VENDOR</b>	<b>DEPARTMENT</b>	<b>YEAR OF EXTENSION</b>
1. Bid 17-17 Fire Extinguishers	Collins Fire Protection Inc	Risk Management	1
2. RFP 43-17 Disposal of Surplus Books Program	Follett School Solutions	Logistical Services/ Purchasing	1

## **AWARD OF BIDS/PROPOSALS**

### **PLACEHOLDER**

#### **1. Bid 36-18 Refuse Dumpster Services**

##### **BACKGROUND AND RATIONALE:**

FCPS owns dumpsters located at all schools and administrative buildings. It is important to have a bid that allows a company to empty, clean and maintain the dumpsters. This bid allows continuation of this maintenance.

Vendor: The following bidders received specifications and have bid on the indicated contract:

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

**Contract Period:** Beginning September 1, 2018 and ending August 31, 2019 with option to extend

##### **PROPOSAL:**

<b>Item</b>	<b>Amount</b>	<b>Funding Source</b>	<b>Recurring/ Nonrecurring</b>	<b>Measurable Expected Impact and Timeline</b>
Refuse Dumpster Services	Last fiscal year's Expenditure was approximately \$226,125.00	921 1 087 0421	Recurring	Allows for timely removal of refuse from FCPS dumpsters.

**Funding key:** 921 – Operations; 1 – General Fund; 087 – Plant Operation and Maintenance; 0421 – Sanitation Services

**STAFF CONTACT:** Susan Holcomb, Plant Operations

**POLICY REFERENCE:** KRS 45A.365

**RECOMMENDATION:** A motion is in order to:  
"Accept low bid from \_\_\_\_\_".

## **PLACEHOLDER**

### **2. Bid 37-18 Concrete Finishing**

#### **BACKGROUND AND RATIONALE:**

The District has over thirty-two (32) miles of concrete sidewalks and only two (2) concrete personnel. The city of Lexington enforces certain codes. Therefore, it is necessary to contract out some of the sidewalk replacement labor.

The following bidders received specifications and have bid on the indicated contract:

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

**Contract Term: Beginning August 1, 2018 and ending July 31, 2019**

#### **PROPOSAL:**

<b>Item</b>	<b>Amount</b>	<b>Funding Source</b>	<b>Recurring/ Nonrecurring</b>	<b>Measurable Expected Impact and Timeline</b>
Concrete Finishing	FY2018 expenditure to date \$0 but a few projects are expected for upcoming year	088	Recurring	Provide a safer walking area, reduce falls and lawsuits and prevent fines from the city of Lexington for having unsafe sidewalks and not following set codes

**Funding Source Key:** 920 – Maintenance, 1 – General Fund, 088 – Plant Operations, 0696 – Concrete

**STAFF CONTACT:** Larry Hellard, Plant Operations

**POLICY REFERENCE:** KRS 45A.365

**RECOMMENDATION:** A motion is in order to:  
“accept bid from \_\_\_\_\_”.

## **PLACEHOLDER**

### **3. RFP 38-18 – Nursing Services for Field Trips**

#### **BACKGROUND AND RATIONALE:**

Nurses are needed for school field trips and an RFP was solicited to establish a contract for these services.

Vendor:

**Contract Period: Beginning September 1, 2018 and ending August 31, 2019**

#### **PROPOSAL:**

<b>Vendor</b>	<b>Amount (estimated)</b>	<b>Funding Source</b>	<b>Recurring/ Nonrecurring</b>	<b>Measurable Expected Impact and Timeline</b>
	Over \$20,000.00	General Fund	Recurring	Statutory Requirement

**Funding key:** 922 – Physical Support Services, 1 – General Fund,  
0850 – Other Professional Services                      MUNIS ORG Code 0011072

**STAFF CONTACT:**                      Debbie Boian, Health and Wellness

**POLICY REFERENCE:**                      03.111, 03.211, 03.13251, 03.23251

**RECOMMENDATION:**                      A motion is in order to:  
“award the contract for a one-year period with.”

## **PLACEHOLDER**

### **4. Bid 11-18 Jessie Clark Middle School Sinkhole Mitigation**

#### **BACKGROUND AND RATIONALE:**

The lawn south of the Jessie Clark Middle School building is the site of one of several known sinkholes in the neighborhood. While LFUCG considers this sinkhole an active component of the stormwater drainage system, the ground around it has continued to collapse in the last few years and a dangerous condition has developed. FCPS engaged a geotechnical engineer to study the subsurface geologic features and the problem will continue to grow unless mitigation steps are taken. A design to stabilize the collapsing mouth of the sinkhole has been completed by the engineer and bid proposals have been received from qualified contractors.

The following bidders received specifications and have bid on the indicated contract:

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

**Contract Term: Beginning July 24, 2018 and ending August 14, 2018**

#### **PROPOSAL:**

<b>Item</b>	<b>Amount</b>	<b>Funding Source</b>	<b>Recurring/ Nonrecurring</b>	<b>Measurable Expected Impact and Timeline</b>
JCMS Sinkhole Mitigation	JCMS Renovation Construction Fund Residuals	360 / 5210 / 13023	Non-recurring	Provide labor and materials to close the collapsing sinkhole at JCMS and eliminate a dangerous safety hazard for students and the general public.

**STAFF CONTACT:** Bill Wallace, Director, Facility Design & Construction

**POLICY REFERENCE:** KRS 45A.365

**RECOMMENDATION:** A motion is in order to:  
"accept bid from \_\_\_\_\_".

## **PLACEHOLDER**

### **APPROVAL FOR BID/RFP 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 following 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 out last year and was awarded to Collins Fire Protection. The Contract had the option to extend for additional years and Collins Fire Protection has requested to extend the contract for an additional year.

Vendor: Collins Fire Protection

**Contract Period: August 1, 2018 through July 31, 2019**

#### **PROPOSAL:**

<b>Item</b>	<b>Amount</b>	<b>Funding Source</b>	<b>Recurring/ Nonrecurring</b>	<b>Measurable Expected Impact and Timeline</b>
Fire extinguisher and hood suppression system services	Approximately \$27,000.00 spent this fiscal year.	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 CONTACT:** Jeff Harris, Risk Management and Safety (x3827)

**POLICY REFERENCE:** KRS 45A.365

**RECOMMENDATION:** A motion is in order to:  
“extend the contract for one year with Collins Fire Protection“.

## **PLACEHOLDER**

### **2. RFP 43-17 Disposal of Surplus Textbooks and Library Books Program**

#### **BACKGROUND AND RATIONALE:**

Logistical Services is responsible for the disposal of surplus books for the district. In the past sealed bids and auctions were used for disposal with little participation and proceeds made. An RFP was sent out last year and awarded to Follett School Solutions to handle the selling and disposal of surplus books for the district. This has resulted in faster turnaround time and an increase in the amount of money the district is getting back from the selling of surplus books. The Contract has the option to extend for additional years and Follett School Solutions has requested to extend the contract for an additional year.

Vendor: Follett School Solutions

**Contract Period:** August 1, 2018 through July 31, 2019

#### **PROPOSAL:**

<b>Item</b>	<b>Amount</b>	<b>Funding Source</b>	<b>Recurring/ Nonrecurring</b>	<b>Measurable Expected Impact and Timeline</b>
Disposal of Surplus Books Program	Not Applicable	Not Applicable	Recurring	Money generated from sale of surplus books returned to General Fund.

**Funding key:** Not Applicable

**STAFF CONTACT:** Dan Sawyers, Director of Logistical Services and Purchasing

**POLICY REFERENCE:** KRS 45A.370

**RECOMMENDATION:** A motion is in order to:  
“extend the contract for one year with Follett School Solutions”.



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

**MEETING: Regular**

**DATE: 7/2/2018**

**TOPIC: Declaration of Surplus**

**PREPARED BY: Matt Moore, FCPS Purchasing**

**Recommended Action on: 7/23/2018  
Action Item for Vote (REGULAR MEETING)**

**Superintendent Prior Approval: No**

**Recommendation/Motion: Declaration of Surplus and intent to sell.**

**Background/Rationale:** Plant Operations has several pieces of equipment that are no longer needed by the district and are needed to be declared surplus.

**Policy: KRS45A.425**

**Fiscal Impact: Money resulting from sale of items will be returned to the general fund**

**Attachments(s): Declaration of Surplus**

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## **DECLARATION OF SURPLUS AND INTENT TO SELL**

### **BACKGROUND AND RATIONALE:**

Plant Operations has several pieces of equipment that are no longer needed by the district and are needed to be declared surplus and sold. The District is presently using online auction through [www.publicsurplus.com](http://www.publicsurplus.com) for disposal. These resources have produced substantially more return than other methods of disposal.

### **Items include:**

1. Champion air compressor
2. Bend Pak Vehicle lift
3. Wacker brand compactor
4. Ford Ranger unit FS-06  
Serial number 1FTYR11U6WTA44883  
Unit has 69294 miles  
Unit has rusty floorboards, drivers side completely rusted through  
Has rusty rear spring hangers  
Needs upper and lower ball joints with control arms  
Plus has rusty frame

**STAFF CONTACT:** Larry Hellard, Plant Operations

**POLICY REFERENCE:** KRS 45A.425

**RECOMMENDATION:** A motion is in order to:  
“Approve the declaration of surplus for the listed items, and authorize disposal pursuant to the referenced policy.”

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

**MEETING: Planning**

**DATE: 07/09/2018**

**TOPIC: Post Approval Agenda Placeholder**

**PREPARED BY: Rodney Jackson**

**Recommended Action on: 07/23/2018      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: NA**

**Attachments(s): One attachment**

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

**MEETING: Regular**

**DATE: 07/23/2018**

**TOPIC: Special and Other Leaves of Absence**

**PREPARED BY: Jennifer Dyar**

**Recommended Action on: 07/23/2018**

**Action Item for Vote (REGULAR MEETING)**

**Superintendent Prior Approval: No**

**Recommendation/Motion: N/A**

**Background/Rationale: This is to report employee leaves of absence and requests for days without pay**

**Policy: 03.123/03.223**

**Fiscal Impact: N/A**

**Attachments(s): Special and Other Leaves of Absence for July 23, 2018 Board Agenda**

**LOA: 8 (3 cert, 6 class)**

**Return from LOA: 2 cert**

**DWOP: 3 cert**

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## **SPECIAL AND OTHER LEAVE OF ABSENCE**

### **1. CERTIFIED/SALARIED CLASSIFIED PERSONNEL**

- a. Leave of Absence of Certified/Salaried Classified Personnel - This is to report the leave of absence of the following certified/salaried classified personnel:

Name	Location	Assignment	Effective Date
NJENGA RACHEL	DEEP SPRINGS ELEMENTARY	EXC CHILD LEARNING & BEHAVIOR	6/1/2018
SKINNER VICTORIA	WILLIAM WELLS BROWN ELEMENTARY	ELEM PRIMARY INSTRUCTOR	5/15/2018

- b. Return of Leave of Absence of Certified/Salaried Classified Personnel - This is to report the return from leave of absence of the following certified/salaried classified personnel:

Name	Location	Assignment	Effective Date
CHURCH KRISTEN	EDYTHE J HAYES MIDDLE SCHOOL	ACHIEVEMENT & COMPLIANCE COACH	6/1/2018
WOOLUMS KATHARINE	LANSDOWNE ELEMENTARY	ELEM PRIMARY INSTRUCTOR	5/21/2018

### **2. HOURLY CLASSIFIED PERSONNEL**

- a. Leave of Absence of Classified Hourly Personnel - This is to report the leave of absence of the following classified hourly personnel:

Name	Location	Assignment	Effective Date
BELT JESSICA	VETERANS PARK ELEMENTARY	INSTRUCTIONAL PARAEDUCATOR	5/29/2018
BROWN JUDITH	FINANCIAL SERVICES	PAYROLL SPECIALIST	5/25/2018
CORNETT CORTASIA	BUS GARAGE	BUS MONITOR	1/24/2018
KENNEDY TEREIA	BUS GARAGE	BUS MONITOR	2/9/2018
ROBERTSON DESIREE	BUS GARAGE	BUS MONITOR	3/6/2018
SHEPHERD MARTY	BUS GARAGE	VEHICLE MECHANIC II	5/17/2018

### **3. REQUEST FOR DAYS WITHOUT PAY**

Name	Location	Assignment	Effective Dates
CRUMP AMY	WILLIAMS WELLS BROWN ELEM	SCHOOL SOCIAL WORKER	5/4/18, 5/31/18

SKINNER	VICTORIA	WILLIAMS WELLS BROWN ELEM	ELEM PRIMARY INSTR	4/30/18 -
VON			SPECIAL EDUCATION	5/11/18
SCHLUTTER	HANNAH	DIXIE MAGNET ELEM	INSTR	10/11/18,
				10/12/18

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

**MEETING: Regular**

**DATE: 7/23/2018**

**TOPIC: Special Education ARC (Admission and Release Committee) Chairperson  
Approval for 2018-19 School Year**

**PREPARED BY: Amanda Dennis, Director of Special Education**

**Recommended Action on: 7/23/2018**

**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 Specialists 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:** None

**Attachments(s):** [Click here to enter text.](#)





## PLACEHOLDER

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

**MEETING:** Regular

**DATE:** July 23, 2018

**TOPIC:** Approval of Commissioning Agent Agreement for the Construction of New Elementary School at Athens-Boonesboro Road BG 17-185

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

**Recommended Action on:** 7/23/2018  
Consent Item

**Superintendent Prior Approval:** No

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Superintendent Emmanuel Caulk

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

**MEETING:** Regular

**DATE:** July 23, 2018

**TOPIC:** Approval of a Proposed Change Order (No. Two) to the Contract for the Construction of New Elementary School at Athens-Boonesboro Road BG 17-185

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

**Recommended Action on:** 7/23/2018  
 Consent Item

**Superintendent Prior Approval:** No

**Recommendation/Motion:** Approve the proposed additive Change Order No. Two to the contract with Griggs Enterprises for the construction of the New Elementary School at Athens-Boonesboro Road, in the amount of \$31,907.59 (Thirty-one Thousand, Nine Hundred Seven Dollars and Fifty-nine Cents), with an equivalent transfer of funds from Object Code 0840 to 0450, and a corresponding transfer of \$1,611.33 (One Thousand, Six Hundred Eleven Dollars and Thirty-three 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 construction of the new elementary school to be located on Athens-Boonesboro Road is listed as priority 2a.1 on FCPS's 2013 District Facility Plan. EOP Architects produced final Construction Documents for bidding describing the construction of a new building totaling approximately 80,948 SF to serve 750 students, based upon FCPS elementary school program standards. Bids were received on February 14, 2018 and construction began in April 2018. 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	5.05% A/E FEE
<b>To resolve unforeseen conflict:</b>			
• Provide labor, materials and equipment to remove unsuitable soils (approx. 544 CY) in staff parking lot/bus loop area; add:		\$22,848.00	\$1,153.82
<b>To improve original plans and specs:</b>			
• Provide labor, materials and equipment to modify power and data in Media Center and Computer Lab; add:		\$9,059.59	\$457.51
<b>Total Change Order No. Two:</b>		<b>\$31,907.59</b>	
<b>Design consultant fees:</b>			<b>\$1,611.33</b>
<b>Total Cost:</b>			<b>\$33,518.92</b>

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Superintendent Emmanuel Caulk

A 5% contingency (\$893,393) is included in the project's available funds. There has been one previous change orders on this project. The cost of the current and all changes orders represents a 0.51% 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	0003610	17185	0840	\$827,430.99

**Attachments(s):** None

On motion by \_\_\_\_\_, seconded by \_\_\_\_\_, the Board approved the proposed additive Change Order No. Two to the contract with Griggs Enterprises for the construction of the New Elementary School at Athens-Boonesboro Road, in the amount of \$31,907.59 (Thirty-one Thousand, Nine Hundred Seven Dollars and Fifty-nine Cents), with an equivalent transfer of funds from Object Code 0840 to 0450, and a corresponding transfer of \$1,611.33 (One Thousand, Six Hundred Eleven Dollars and Thirty-three 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.

\_\_\_\_\_  
Melissa Bacon, Board Chair

\_\_\_\_\_  
Emmanuel Caulk, Superintendent

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

**MEETING:** Regular

**DATE:** July 23, 2018

**TOPIC:** Approval of a Proposed Change Order (No. One) to the Contract for Installment of Portable Classroom Units at Garrett Morgan Elementary School BG# 18-256

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

**Recommended Action on:** 7/23/2018  
Consent Item

**Superintendent Prior Approval:** No

**Recommendation/Motion:** Approve the proposed additive Change Order No. One to the contract with ModSpace Corporation for the installment of Portable Classroom Units at Garrett Morgan Elementary School, in the amount of \$2,221.32 (Two Thousand, Two Hundred Twenty-one Dollars and Thirty-two Cents), with an equivalent transfer of funds from Object Code 0840 to 0450, subject to the approval of the Kentucky Department of Education, District Facilities Branch, per the provisions of 702 KAR 4:160.

**Background/Rationale:** Portable classroom units (total four classrooms) are needed due to overcrowding for the 2018-19 school year. Tate Hill Jacobs Architects reviewed documents for installation, and a proposal was received on January 26, 2018 and construction began in May 2018. The Division of Maintenance (with support from 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 GC Contract	A/E FEE
<b>To resolve unforeseen conflict:</b>		
• Provide labor, materials and equipment to add surface bonding cement to (16) building piers and provide additional skirting panels; add:		
	\$2,221.32	\$0
<b>Total Change Order No. One:</b>	<b>\$2,221.32</b>	
<b>Design consultant fees:</b>		<b>\$0</b>
<b>Total Cost:</b>	<b>\$2,221.32</b>	

A 5% contingency (\$10,165.00) is included in the project's available funds. There have been no previous change orders on this project. The cost of the current and all changes orders represents a 1.32% change in the construction cost.

**Policy:** 702 KAR 4:160

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Superintendent Emmanuel Caulk

**Fiscal Impact:**

<u>Fund</u>	<u>Org. Code</u>	<u>Project Code</u>	<u>Object Code</u>	<u>Balance</u>
Construction 360	0993603	18256	0840	\$7,520

**Attachments(s):        None**

On motion by \_\_\_\_\_, seconded by \_\_\_\_\_, the Board approved the proposed additive Change Order No. One to the contract with ModSpace Corporation for the installment of Portable Classroom Units at Garrett Morgan Elementary School, in the amount of \$2,221.32 (Two Thousand, Two Hundred Twenty-one Dollars and Thirty-two Cents), with an equivalent transfer of funds from Object Code 0840 to 0450, subject to the approval of the Kentucky Department of Education, District Facilities Branch, per the provisions of 702 KAR 4:160.

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Melissa Bacon, Board Chair

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Emmanuel Caulk, Superintendent

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

**MEETING:** Regular

**DATE:** July 23, 2018

**TOPIC:** Declaration of Surplus, Approval to Dispose, and Approval of Memorandum of Understanding with the Lexington-Fayette Urban County Government (LFUCG) for the Sale of an Unimproved Portion of Real Property Located on Campus of Lexington Traditional Middle School (Legacy Trail Phase III) and a Temporary Construction Easement at Lexington Traditional Magnet School

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

**Recommended Action on:** 7/23/2018  
Consent Item

**Superintendent Prior Approval:** No

**Recommendation/Motion:** *Pursuant to 702 KAR 4:090, with regard to the sale of the unimproved portion of real property located on campus of Lexington Traditional Middle School, the Board declares this property surplus to the need for the educational program of the District, and the Board declares that the disposal will not affect the integrity or usefulness of property crucial to the educational needs of the district.*

Additionally, the Board authorizes the Superintendent to execute a Memorandum of Understanding (MOU) and all subsequent related documents (except for any applicable deeds which will be executed by the Board Chairperson), upon such terms and conditions as are agreeable to the Superintendent, in order to finalize the transactions set out in the MOU regarding the LFUCG Legacy Trail Phase III project that affects Lexington Traditional Magnet School. The MOU involves the conveyance of a temporary construction easement of 299.98 square feet for replacement of sidewalk and conveyance of a fee simple right of way 1,529.88 square feet for placement of a statue and flagpoles representing the Underground Railroad, and replacement of sidewalk, all of which FCPS will be paid \$1,200.00.

**Background/Rationale:** LFUCG is planning for placement of a statue and flagpoles representing the Underground Railroad as a part of the Legacy Trail. The administrative staff at LTMS is in support of this project. Terms and conditions will be included in the MOU that will require LFUCG to repair or replace any and all school property damaged. The temporary construction easement is expected to last for three months. The work will be provided at no cost to FCPS. Appraisal reports have been prepared by LFUCG establishing the total just compensation payable to FCPS to be as set forth above.

**Policy:** 01.11-Powers and Duties of the Board

**Fiscal Impact:**

<u>Item</u>	<u>Amount</u>	<u>Funding Source</u>	<u>Recurring/ Nonrecurring</u>	<u>Measurable Expected Impact and Timeline</u>
Sale of property and granting of easement to LFUCG	N/A	N/A	N/A	To allow LFUCG to construct a statue and place flagpoles for the Legacy Trail Phase III

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Superintendent Emmanuel Caulk

**Attachment(s): None**

On motion by \_\_\_\_\_, seconded by \_\_\_\_\_, the Board: (1) pursuant to 702 KAR 4:090, with regard to the sale of the unimproved portion of real property located on campus of Lexington Traditional Magnet School, declared this property surplus to the need for the educational program of the District and that the disposal will not affect the integrity or usefulness of property crucial to the educational needs of the district; and (2) authorized the Superintendent to execute the Memorandum of Understanding (MOU), and all subsequent related documents (except for any applicable deed) upon such terms and conditions as are agreeable to the Superintendent in order to finalize the transactions set out in the MOU for placement of a statue and flag poles representing the Underground Railroad and replacement of sidewalk, all of which FCPS will be paid \$1,200.00.

\_\_\_\_\_  
Melissa Bacon, Board Chair

\_\_\_\_\_  
Emmanuel Caulk, Superintendent

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

**MEETING: Regular**

**DATE: 6/29/2018**

**TOPIC: Approval of Meal Price Changes for School Year 2018-19**

**PREPARED BY: Michelle Coker**

**Recommended Action on: 7/9/2018**

**Action Item for Vote (PLANNING MEETING)**

**Superintendent Prior Approval: No**

**Recommendation/Motion:** Approve the meal price adjustments for School Year 2018-19.

**Background/Rationale:** Based on the Healthy Hunger Free Kids Reauthorization Act of 2010, one of the requirements is to calculate the paid lunch meal price yearly to determine if there needs to be an adjustment in lunch meal prices.

School Program regulations at 7 CFR 210.14(e) require school food authorities (SFAs) participating in the National School Lunch Program to ensure sufficient funds are provided to the nonprofit school food service account for meals served to students not eligible for free or reduced price meals. There are two ways to meet this requirement: either through the prices charged for “paid” meals or through other non-Federal sources (the District Funds) provided to the nonprofit school food service account.

The SY 2018-19 Paid Lunch Equity (PLE) tool provided by USDA was utilized to ensure that the FCPS Nutrition Program will be in compliance with the USDA requirements for the SY 2018-19.

We have applied for PLE Exemption/Waiver for school year 2018-19 to allow the FCPS Child Nutrition Program to be in compliance with 7 CFR 210.14(e) any requesting an increase in adult meal pricing.

**AN EQUAL-OPPORTUNITY SCHOOL DISTRICT**

Board of Education: Melissa Bacon, chair • Raymond Daniels, vice chair • Douglas Barnett • Daryl Love • Stephanie Spires

Superintendent Emmanuel Caulk

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**Mailing Address:** 1126 Russell Cave Rd., Lexington KY 40505



**Proposal for School Year 2018-19**

<u>Breakfast</u>	<u>Current</u>	<u>Proposed</u>
Paid (all grades)	\$1.35	No Change
Reduced	waived	No Change
Adults	\$2.00	\$2.50
<u>Lunch</u>		
Paid (Pre K-5)	\$2.50	No Change
Paid (6-12)	\$2.75	No Change
Reduced	waived	No Change
Adults	\$4.00	\$4.50

**Policy:** FCPS BOE Policy 07.1; 7 CFR 210.14(e);  
USDA Memo Code SP 15-2014;  
Healthy Hunger Free Kids Reauthorization Act of 2010, Sec. 205

**Fiscal Impact:** None

**Attachments(s):** Paid Lunch Equity Tool/Calculation  
USDA Memo Code SP 15-2014

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

**MEETING: Planning**

**DATE: 7/9/2018**

**TOPIC: Contract – BLACKBOARD**

**PREPARED BY: Bob Moore**

**Recommended Action on: 7/9/2018**

**Action Item for Vote (PLANNING MEETING)**

**Superintendent Prior Approval: No**

**Recommendation/Motion: A motion is in order to approve the contract for Blackboard.**

**Background/Rationale: Board Policy 01.11 states that contracts with the district with an expenditure amount above \$20,000 must be approved by a vote of the Board. This month District staff would like to enter into an agreement with Blackboard to provide Website hosting, District mobile app, and mass notification system.**

**Policy: 01.11**

**Fiscal Impact: \$119,732.65**

**Attachments(s): N/A**

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Superintendent Emmanuel Caulk

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

## Contract Information

The attached contract(s) are for the technology department.

The attached contract is a renewal for our Website hosting, district mobile app, and mass notification system. The contract was awarded via RFP in 2015.

Point of Contact: Bob Moore

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VOID IF EXECUTED AFTER: June 29, 2018  
CUSTOMER: Fayette Co Public Schools

# Blackboard

This Blackboard Order Form ("Order Form") by and between **Blackboard Inc.** ("Blackboard") and **Fayette Co Public Schools** ("Customer") details the terms of Customer's use of the products and services set forth below ("Product and Pricing Summary"). This Order Form, together with the Blackboard Master Agreement located at <http://agreements.blackboard.com/bbinc/blackboard-new-master-agreement-all-products.aspx> and incorporated by this reference, form the entire agreement between the parties in respect of the products and services set forth in the Product and Pricing Summary.

Notwithstanding anything to the contrary in any purchase order or other document provided by Customer, any product or service provided by Blackboard to Customer in connection with a purchase order related to this Order Form is conditioned upon Customer's acceptance of this Order Form and the Blackboard Master Agreement. Any additional, conflicting or different terms proffered by Customer in a purchase order or otherwise shall be deemed null and void. Each of the individuals executing this Order Form represent and warrant that he or she is authorized to execute the Agreement on behalf of Customer or Blackboard, as applicable.

In consideration of the promises set forth herein, and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereby agree as follows:

<b>A. Software &amp; Services Product and Pricing Summary</b>				
<b>Qty</b>	<b>Product Code</b>	<b>Product or Service</b>	<b>Initial Term Period #1 Effective Dates</b>	<b>Initial Term Period #1 07/01/2018- 06/30/2019 (USD)</b>
65	WCM-ESSN	BLACKBOARD WCM ESSENTIAL	07-01-2018 - 06-30-2019	\$52,000.00
40895	BC-MN	BLACKBOARD MASS NOTIFICATIONS	07-01-2018 - 06-30-2019	\$32,716.00
1	MCA-APP	BLACKBOARD MOBILE COMMUNICATIONS APP	07-01-2018 - 06-30-2019	\$28,000.00
64	WCM-PREMSUP	SUPPORT: PREMIUM+ SUPPORT PLAN PER SCHOOL	07-01-2018 - 06-30-2019	\$7,016.65
40895	BC-MN-TC	BLACKBOARD TEACHER MESSAGING	07-01-2018 - 06-30-2019	\$0.00
40895	MCA-SMM-APP	BLACKBOARD SOCIAL MEDIA MANAGER	07-01-2018 - 06-30-2019	\$0.00

1	MCA-IMPL-APP	IMPLEMENTATION: MCA	07-01-2018 - 06-30-2019	\$0.00
			<b>Total</b>	<b>\$119,732.65</b>

### B. Terms

1. The Initial Term of this Order Form shall be as specified in the Product and Services Pricing Summary above.
2. Unless otherwise specified in the Product or Service Description above, this Order Form shall be renewed automatically for successive periods of one (1) year (each a "Renewal Term") after the expiration of the Initial Term and any subsequent Renewal Term, unless Customer provides Blackboard, or Blackboard provides Customer, with a written notice to the contrary thirty (30) days prior to the end of the Initial Term or Renewal Term, as applicable.
3. Effective Date: July 01, 2018

### C. Payment Terms

1. All initial and subsequent payments shall be due Net 30. Unless otherwise stated, all prices are in United States currency.
2. Sales Tax: If applicable, a copy of your Sales Tax Direct Pay Certificate or your Sales Tax Exemption Certificate must be returned with this Order Form.

### D. Special Provisions

Sales Approved: Luigi Minghetti

Initial:

<sup>DS</sup>  
LM

Customer: Fayette Co Public Schools

Signature:

*[Handwritten Signature]*

Name:

Emmanuel caulk

Title:

Superintendent

Date:

June 25, 2018

Attach PO :

Attach Tax Exemption:

Blackboard Inc.

Signature:

*[Handwritten Signature]*

Name: Bill Jones

Title: Deputy General Counsel

Date: May 17, 2018

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

**MEETING: Planning**

**DATE: 7/9/2018**

**TOPIC: Contract – TOSHIBA**

**PREPARED BY: Bob Moore**

**Recommended Action on: 7/9/2018**

**Action Item for Vote (PLANNING MEETING)**

**Superintendent Prior Approval: No**

**Recommendation/Motion: A motion is in order to approve the contract for Toshiba.**

**Background/Rationale: Board Policy 01.11 states that contracts with the district with an expenditure amount above \$20,000 must be approved by a vote of the Board. This month District staff would like to enter into an agreement with Toshiba to provide multi-function copiers.**

**Policy: 01.11**

**Fiscal Impact: \$498,500.00+**

**Attachments(s): N/A**

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



## Contract Information

The attached contract(s) are for the technology department.

This is a new contract for our multi-function copiers. It is similar to the last two copier contract awarded in 2012 and 2015 and is with the same company (Toshiba). This contract reduces the overall cost of copying for the district and puts a tracking and reporting system in place. Costs are divided between district offices and school based on usage. The contract was award via RFP in May, 2018.

Point of Contact: Bob Moore



# TOSHIBA

Leading Innovation >>>

## STATEMENT OF WORK ("SOW")

for

### FCPS

## Secure Document Release Implementation

Authorized by Project-Owner on \_\_\_\_\_

May 21, 2018  
SOW Creation Date

Acceptance Date June 25, 2018

   
Project-Owner  
Acceptance

TOSHIBA  
Acceptance

For the purposes of clarification, in the Professional Services Terms and Conditions (PSA), the "Client" or "Customer" is known as and referred to as the "PROJECT-OWNER", and "Toshiba America Business Solutions" is known as and referred to as "TABS"

This Statement of Work ("SOW") for Project-Owner outlines the services and deliverables for the planned Software Implementation project. This SOW is intended to specify the work to be completed during each phase of the project and to detail the obligations of TABS and Project-Owner. This SOW is subject and subordinate to the Professional Services Terms and Conditions ("Agreement"). To the extent terms and conditions of the Agreement and SOW conflict, the Agreement prevails.

**PROPRIETARY & CONFIDENTIAL**

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The enclosed materials are proprietary to TABS, and TABS reserves all right, title, and interest in and to such materials. The terms, conditions, and information set forth herein are confidential to TABS and may not be disclosed in any manner to any person other than the addressee, together with its officers, employees, and agents who are directly responsible for evaluating the contents of these materials for the limited purpose intended. These materials may not be used in any manner other than for such limited purpose. Any unauthorized disclosure, use, reproduction, or transmission is expressly prohibited without the prior written consent of TABS.

## Table of Contents

1.	INTRODUCTION .....	1
2.	PROJECT OBJECTIVE.....	1
3.	LOCATION .....	1
4.	PROJECT SCOPE .....	1
5.	PROJECT DELIVERABLE(S).....	2
6.	SERVICES .....	3
7.	PROFESSIONAL SERVICES FEES .....	4
8.	ACCEPTANCE MILESTONES .....	5
9.	COMPLETION CRITERIA .....	5
10.	CHANGE MANAGEMENT .....	6
11.	SUPPORT .....	6
12.	SOW - ASSUMPTIONS.....	7
13.	PROJECT-OWNER RESPONSIBILITIES .....	8
14.	TABS RESPONSIBILITIES .....	9
15.	MISCELLANEOUS.....	9
	Appendix A – System Requirements and Prerequisites.....	11
	Appendix B – User Experience.....	13
	Appendix C – Solutions Delivery and Acceptance Form.....	14
	Appendix D – Change Order.....	15

## **1. Introduction**

TABS has prepared the following SOW to detail services for the Software Implementation Project for FCPS (Project Owner). TABS has outlined the project scope and costs for the project. The service costs outlined in this document are based on TABS's experience and preliminary information received from Project-Owner.

The information in this SOW supersedes all previous estimates or verbal discussions on the project. This document is intended for Project-Owner and TABS only and cannot be distributed to persons or third parties not directly involved with this project without express written consent of both Project-Owner and TABS.

## **2. Project Objective**

TABS will provide design, implementation and training services specific to the implementation of PaperCut MF Software. This SOW will clearly identify project scope and the responsibilities assigned to both TABS and Project-Owner personnel.

## **3. Location**

The following location(s) is(are) included in the scope of this project.

All FCPS locations where we are installing Toshiba MFDs as noted in the Schedule A as part of the agreement

## **4. Project Scope**

TABS has identified the need to deploy Software and provide Professional Services for the implementation. TABS will provide the following services to Project-Owner:

- Consult with Project-Owner personnel to implement Software
- Educate the Project-Owner IT personnel on the features of Software
- Deploy and integrate Software
- Assist Project-Owner IT personnel in the installation and configuration of Software

## 5. Project Deliverable(s)

### Deliverable(s):

TABS will provide the following:

1. Solution Design
2. Proof of Concept Deployment
3. Software Deployment and Configuration
4. Documentation:
  - This Statement of Work (SOW)
  - Acceptance Documents (project signoff)
  - Software documentation is provided with the TABS Software:
    - User Manual
    - Installation & Administration Manual
  - Configuration Documentation
  - User Acceptance Testing Recommendations
  - Administrative Training Material

**NOTE:** It is the responsibility of the Project-Owner to meet the minimum installation pre-requisites provided to them prior to the installation of the software. See Appendix A for Systems Requirements and Pre-Requisites.



## 6. Services

TABS will provide the following services:

- Project Management of this implementation.
- Technical Assistance during this installation.
- Installation
  - Server Software Installation
    - Install PaperCut on one (1) server that meet the specifications delivered separately.
    - We will also train and assist in the installation on remote servers.
  - Software Configuration
    - PaperCut Queue Configuration
      - Configure queues on the PaperCut server
    - Configure system defaults
    - Configure printing defaults
  - MFD Configuration - up to 259 devices
    - Add and initialize up to 259 devices into the PaperCut configuration.
    - Test activities for print, copy, scan and release
    - Testing
      - Print queue testing
      - Print default testing
      - MFD testing
- Training
  - End User training will cover the following areas
    - Toshiba MFP navigation
    - Printing defaults
  - Administrative Knowledge Transfer (Up to four (4) hours. Designed to supplement Administrative training will be conducted during the installation activities, Project-Owner staff will shadow the Solutions Analyst.

**\*Note: Please reference the Project Plan for a complete list of Services provided.**

## 7. Professional Services Fees

This is a fixed fee engagement. The Professional Services for this project are included in the terms of the lease agreement signed by Project-Owner. Any changes to this SOW will require a Change Order executed and agreed upon by both parties. TABS cannot perform work outside of the scope of this SOW without an authorized Change Order signed by Project-Owner.

This document is valid for a period of 30 days from the cover date; after this date it may be revised upon consent by TABS.

Expenses associated with travel, overnight stays, etc., for the duration of this project are included in the estimate of this project.

## 8. Acceptance Milestones

TABS has created the following testing and acceptance milestones to enable successful completion of the project to the satisfaction of both TABS and Project-Owner. These milestones are used to demonstrate the successful execution of the required services for Project-Owner and this project.

During this project, TABS may request that you initial and date each milestone to signify acceptance. If additional milestones other than listed below are required, TABS reserves the right to document and incorporate a Change Order to this SOW.

### Acceptance Milestones

Milestone		Initials	Date
1.	Initiation and planning complete		
2.	Server and first MFD complete		
3.	Execution complete		

## 9. Completion Criteria

When the services detailed in this SOW and associated Project Plan have been completed and demonstrated, the project will be considered complete and TABS will request Project-Owner signoff of the Solutions Delivery and Acceptance Form in Appendix C.



## 10. Change Management

Circumstances encountered during the performance of these services that warrant additional time or expense could result in the inability to deliver the services detailed within this SOW. Changes to the scope, assumptions, personnel, environment, dependencies, timeline, or Deliverables will be communicated in writing and agreed to by both TABS and Project-Owner via TABS's Project Management personnel. A Change Order ("CO") is attached in Appendix D.

The work required to address these changes will be scoped and presented to Project-Owner as a CO with any additional time, materials or cost. The following list provides a detailed process to follow if changes to the scope of this SOW are required.

- A CO will be the vehicle for communicating change and will be prepared by the TABS lead Solutions Analyst assigned to this project. The CO must describe the change, the reason for the change, and the effect the change will have on the project.
- Both Project Managers will review the proposed change and approve. The review will determine the effect the CO will have on price, schedule, and other terms and conditions of this SOW.
- A written CO must be signed by both parties to authorize the implementation of any changes.

## 11. Support

TABS will provide implementation support for this project through to its completion. This includes but is not limited to ensuring installed applications are performing to manufactures specifications.

Upon completion of the project, Project-Owner will have access to TABS Support Engineers for technical issues. The TABS support center can be reached at;

**indiana@tbssupport.net**

## 12. SOW - Assumptions

The following are the general assumptions on which this SOW and Professional Services Fee are based. If any of these assumptions either change or are incorrect a CO may be required, which may result in additional Professional Services fees. Please review this section to make sure these assumptions are correct.

- Project-Owner is responsible for ensuring that all applications and data are successfully backed up prior to TABS beginning work. TABS is not responsible for any lost information.
- Project-Owner is responsible for providing original manufacturer documentation for all existing hardware and software.
- Building environmental conditions that are within equipment specifications for airflow, temperature, humidity, and electrical quality.
- Access to equipment and facilities will be unimpeded. If access delays occur, work may be considered out of scope and may be required to be done outside of business hours at an overtime premium. Normal hours are Monday through Friday 8 a.m. to 5 p.m. local time, excluding holidays.
- Cabling and WAN Data Communication Lines are properly installed and tested. TABS is not responsible for any improper cabling or issues involving telecommunications lines. All troubleshooting and corrective action will be billed outside of this SOW on a time and materials basis. Current rate is \$225 per hour.
- TABS is not responsible for any conflicts with existing hardware or software that is no longer supported by the manufacturer.
- TABS is only responsible for integration tasks outlined in this proposed SOW. Any work outside of this SOW will be handled through a CO Process, which may require additional billable time and materials. Project-Owner will be informed before any out of scope work is performed.
- Backup equipment and media provided by Project-Owner
- UPS equipment and media provided by Project-Owner.
- Project-Owner will provide technical and application support for configuration and testing of Project-Owner specific information. TABS does not warrant Project-Owner applications.
- Project-Owner will provide systems personnel for the project familiar with all aspects of Project-Owner's enterprise configuration – security, remote access, domain structure, WAN/LAN connectivity, applications used for this particular project – to work in conjunction with the TABS team on this implementation. Additionally, a desktop technician may be required to perform Project-Owner -side duties.
- Project-Owner will communicate the project to appropriate users.
- Project-Owner will make available all the appropriate resources, systems, network access, reports and any/all other data elements required for TABS to complete the deliverables and other research necessary to complete this project as contained herein.
- TABS will have access to Project-Owner facilities and technical resources for the completion of this project and may conduct a substantial portion of the study offsite at its own facilities
  - Deliverables and related activities have been explicitly defined herein, and anything not specifically included, but desired to be completed is to be addressed through the change management process
- Project-Owner is responsible for appropriately scaled servers as provided in the specifications from TABS



- All systems will be installed in US English (other localized language configurations can be provided at an incremental cost and with a potential impact to delivery times)
- Project-Owner will provide a dedicated project manager to provide management, reporting, day to day project tracking, move/add/change requirements, and cross coordination of requirements

## 13. Project-Owner Responsibilities

The following are the Software specific activities that are defined as the responsibility of Project-Owner. If any of these responsibilities either change or are incorrect a CO may be required, which may result in additional Professional Services fees. Please review this section to make sure these responsibilities are correct.

- Suitable hardware to host the Software application components — See Appendix A — System Requirements
- Suitable Operating Systems software and licenses for the above hardware — See Appendix A — System Requirements
- Hardware and software maintenance for all servers — See Appendix A — System Requirements
- Network configuration information to assist in solution design
- Deploy Software with the assistance of Project-Owner IT Personnel to Project-Owner desktops (if required)
- Network connectivity between all solution components
- Daily backups for all data related to TABS Systems Software system
- Inclusion of Software servers in routine maintenance activities (anti-virus, backup, etc.)
- Identify a Project Sponsor with sign-off authority and ability to facilitate Project-Owner stakeholder participation
- Provide the resources to complete Project-Owner responsibilities defined in the Deliverables section of this SOW
- Provide access to key personnel and information needed to complete the project
- Provide access to technology resources with an understanding of the hardware and software environments contemplated in this project
- Provide the appropriate physical and network access to onsite resources, including IT areas
- Provide a workspace for TABS staff to use onsite
- Report on any Project-Owner technical or resource issues that would delay, hinder or adversely affect the deployment of the solution or its performance in the Project-Owner environment
- Routine system administration of the Software solution:
  - System Maintenance Tasks
  - Resolution of Software system alerts as listed in the solution application.
  - Daily monitoring of Server Health
  - Backup of all Software data and system settings
- Distribution of Software upgrades to Project-Owner PC's as needed

## 14. TABS Responsibilities

The following are the Software specific activities that are defined as the responsibility of TABS. If any of these responsibilities either change or are incorrect a CO may be required, which may result in additional Professional Services fees. Please review this section to make sure these responsibilities are correct.

- Software license key
- Technical specification for implementation
- Software revisions, updates, and patches during the term of the agreement
- Installation of the Software components
- Solution training
- Email and phone support for the duration of the contract
- Technical Services included in the Annual Support & Maintenance Agreement.
  - Software updates and patches are included in the Annual Maintenance and Support Agreement.
  - Installation and deployment of software updates is the responsibility of Project-Owner.
  - Support for the download of software updates is included in the Annual Maintenance and Support Agreement.
  - Services associated with the installation and deployment of updates, patches, bug fixes and updates to any component of this SOW are outside of this agreement and will require a separate project plan and SOW.

## 15. MISCELLANEOUS

- TABS is only responsible for integration tasks outlined in this proposed SOW. Any work outside of this SOW will be handled through a Change Order Request Process, which may require additional billable time and materials. Project-Owner will be informed before any out of scope work is performed.
- TABS and Project-Owner will be and act as an independent contractors and not as agents or partners of, or joint ventures with, the other Party for any purpose related to this Agreement or the transactions contemplated by this Agreement, and neither Party by virtue of this Agreement will have any right, power, or authority to act or create any obligation, expressed or implied, on behalf of the other Party.
- NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXPECTANCY, PUNITIVE, RELIANCE OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUE OF ANY KIND OR INCREASED COST OF OPERATIONS, THE LIMITATIONS OF LIABILITY SHALL APPLY REGARDLESS OF THE FORM OF ACTION AND WHETHER OR NOT DAMAGES WERE FORSEEABLE. EITHER PARTY'S ENTIRE LIABILITY TO THE OTHER PARTY, EXCLUDING A PARTY'S INDEMNITY OBLIGATIONS RELATED TO THIRD PARTY CLAIMS, INTELLECTUAL PROPERTY, PRODUCT LIABILITY AND PROJECT-OWNER'S OBLIGATION TO PAY ALL FEES INCURRED UNDER THIS AGREEMENT SHALL BE LIMITED TO PROVED DIRECT DAMAGES NOT TO EXCEED TWELVE (12) MONTHS BILLING IN THE AGGREGATE.



- Project-Owner agrees that all inventions, improvements, discoveries, or developments, including but not limited to all deliverables, specifications, designs, documentation, and other materials developed or authored by TABS, that TABS may make or conceive, either solely or jointly with others, whether arising from TABS's own efforts or suggestions received from any other source, and arising out of the Services provided under this Agreement, are the sole property of TABS. To the extent that Project-Owner would have a claim to any such rights, Project-Owner hereby irrevocably grants, conveys, and assigns to TABS all such rights therein, including but not limited to all patents, copyrights, trade secrets, and all other proprietary rights.
- Project-Owner shall indemnify, defend and hold harmless TABS for: (i) any damage or injury caused by or arising from the acts or omissions or misconduct of Project-Owner, its employees or agents, in the performance of or relating to the Work for which TABS was retained by Project-Owner unless such act or omission was caused by TABS's gross negligence or willful misconduct; (ii) any breach by Project-Owner of the SOW or this Agreement hereto, and (iii) any claim of infringement of any patent, trademark, copyright, trade secret or other intellectual property right by any third party against the Project-Owner related to or arising out of the Work provided by TABS.
- Neither party shall be responsible for circumstances beyond its reasonable control that make its performance impossible or delays its performance under this SOW. To the extent that a party is delayed by such causes, the time to perform will be extended, except with respect to the obligation to pay money to the other party, which period shall not be extended.
- Neither party shall infringe or constitute an infringement or misappropriation of any Third-Party software license agreements or intellectual property rights.
- Neither party may assign any of its rights or delegate any of its obligations under this Agreement whether by operation of law or otherwise, without the prior written consent of the other party, which consent will not be unreasonably withheld or delayed. Any purported assignment in violation of this Section will be void and of no effect.
- The laws of the state of California shall determine the validity, enforceability and interpretation of this SOW. Any controversy arising hereunder, that the parties cannot resolve by negotiation with one another, shall be heard in a court in Orange County, CA.
- If either party defaults in performance of any of its material obligations under this SOW or any Schedule, and: (i) such party fails to substantially cure such default within thirty (30) days after receipt of written notice of such then the party not in default shall have the right to terminate this SOW. Termination of this SOW shall not affect any outstanding payment or reimbursement obligation incurred for services provided prior to default and accepted.

## Appendix A – System Requirements and Prerequisites

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### Verify prerequisites

**DOUBLE-CHECK BEFORE YOU START:** Before starting deployment ensure that the following requirements are met. These are targeting a satisfying user experience when you are doing a single server installation.

Before installing PaperCut MF, ensure that the machine you plan to use meets the operating requirements outlined below. A 64-bit version of operating system is mandatory.

**Note:** For Windows Servers 2008, 2008 R2, 2012, 2012 R2 and 2016, make sure the server is up to date with the latest service packs.

- ✓ Verify that the server machine is a member of a **domain**.
- ✓ Ensure that the following **hardware** requirements are met:
  - **8 GB of physical memory** available
  - **5 GB of hard disk space** available
  - The **CPU is 4 x 2 GHz or greater**
- ✓ Verify that you have one of the following supported **operating systems** installed:
  - Windows Server 2008 (x64)
  - Windows Server 2008 R2 (x64)
  - Windows Server 2012 (x64)
  - Windows Server 2012 R2 (x64)
  - Windows Server 2016 (x64)
- ✓ Verify that you have **Administrative access rights** to the operating system on the server.
- ✓ Check that all **required Windows updates** are installed.
- ✓ Allow **incoming firewall exceptions** for the following ports:
  - **9163:** Device port used for HTTP connections mobile
  - **9164:** Device port used for HTTPS connections to the device mobile
  - **53:** DNS for mobile printing
  - **5353:** mDNS for mobile printing
  - **9191:** HTTP connections
  - **9192:** HTTP/SSL
  - **9193:** RPC to connect to embedded copiers®

## Appendix B – User Experience

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### User Experience

TOSHIBA believes strongly that the end user experience should be intuitive, elegant and focused to the expectations of the individual. The following information outlines the user experience our team will engineer for the Software Implementation.

Some experiences may vary depending upon unknown variables encountered during installation and configuration.

### Printing

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1. User will print to their designated print queue
2. The user will walk to the device and swipe their ID card or enter a PIN.
3. The user selects the print job from the list that they would like to release and selects the print button.
4. The user has the ability to delete any print jobs from the user interface that they do not wish to print.

## SOLUTIONS DELIVERY AND ACCEPTANCE FORM

Project-Owner:			
PROJECT NAME/DESCRIPTION		PROJECT LOCATION ADDRESS	
NAME AND TITLE OF AUTHORIZED PERSON		CITY, STATE, ZIP	
E - MAIL ADDRESS	PHONE	FAX	
<b>SERVICE AGREEMENT INFORMATION</b>			
Service Agreement Type:		<b>Statement of Work</b> If other, specify:	
Service Agreement Date			
<b>DELIVERABLE / MILESTONE / PROJECT INFORMATION</b>			
<b>ACKNOWLEDGEMENT</b> . By signing below, Project-Owner acknowledges and confirms that deliverable, milestone and/or project reference above has been completed, and all testing and acceptance criteria have been as of the date of this Form. According, TABS is authorized to invoice Project-Owner for any outstanding fees and charges relating thereto, which shall be due and payable in accordance with the terms of the agreement.			
DATE	AUTHORIZED PROJECT-OWNER SIGNATURE		TITLE





# CHANGE ORDER

TO PROFESSIONAL SERVICES (PS) AGREEMENT

GENERAL INFORMATION				
PROJECT-OWNER NAME		CUSTOMER NUMBER	PROJECT NAME/DESCRIPTION	
NAME AND TITLE OF AUTHORIZED PROJECT-OWNER CONTACT			ORIGINAL PS AGREEMENT DATE	ORIGINAL PS AGREEMENT TYPE SOW
CHANGE ORDER NUMBER	CHANGE ORDER DATE		NAME OF TOSHIBA PROJECT MANAGER	
CHANGE ORDER DESCRIPTION/JUSTIFICATION (TO BE COMPLETED BY TOSHIBA)				
This Change Order represents an addition to and/or modification of the services to be provided by TOSHIBA to Project-Owner under the PS Agreement referenced above. The specific nature and scope of such addition and/or modification is stated below or set forth in a written attachment hereto:				
Attachment required: Y <span style="margin-left: 300px;">N</span>				
CHANGE ORDERS				
ADD/REM	DESCRIPTION OF SERVICES	QTY/HOURS	UNIT PRICE	EXTENDED PRICE
ADD		0	\$0.00	\$ 0.00
		0	\$0.00	\$ 0.00
		0	\$0.00	\$ 0.00
		0	\$0.00	\$ 0.00
		0	\$0.00	\$ 0.00
ADD	Schedule Impact:	0	\$0.00	\$ 0.00
TOTAL CHANGE ORDER COST				<b>\$0.00</b>
DATE <span style="margin-left: 100px;">TOSHIBA INTERNAL REVIEW SIGNATURE</span> <span style="float: right;">TITLE</span>				
<b>AGREEMENT</b> THIS CHANGE ORDER IS MADE BETWEEN TOSHIBA AND THE ABOVE-REFERENCED PROJECT-OWNER AND SHALL BE EFFECTIVE AS OF THE CHANGE ORDER DATE SET FORTH ABOVE UPON THE EXECUTION BELOW BY BOTH PARTIES.				
DATE <span style="margin-left: 100px;">AUTHORIZED PROJECT-OWNER REPRESENTATIVE SIGNATURE</span> <span style="float: right;">TITLE</span>				
DATE <span style="margin-left: 100px;">AUTHORIZED TOSHIBA REPRESENTATIVE SIGNATURE</span> <span style="float: right;">TITLE</span>				

## EQUIPMENT AND SERVICES AGREEMENT

THIS EQUIPMENT AND SERVICES AGREEMENT ("Agreement") is made and entered into on this the 1st day of July, 2018, by and between the BOARD OF EDUCATION OF FAYETTE COUNTY, KENTUCKY (hereinafter "Board"), 701 East Main Street, Lexington, Kentucky 40502 and **Toshiba Business Solutions (USA), Inc.** a Kentucky corporation (hereafter "TBS"), 2600 Stanley Gault Parkway, Louisville, KY 40223,

WITNESSETH:

**FOR AND IN CONSIDERATION** of the mutual promises and covenants set out herein, the parties agree as follows:

1. **TERM.** The term of this Agreement is for four (4) contract years, commencing on July 1, 2018, and terminating on June 30th, 2022 subject to the funding provisions outlined in Attachment 1. A "Contract Year" shall begin on July 1st and end on June 30th of the following year.
2. **EQUIPMENT.** The Board accepts the equipment from TBS and TBS agrees to supply the Board the Equipment listed on the attached Schedule A, which is incorporated herein by reference. Said Equipment shall be delivered by TBS at its cost to the sites specified on Schedule A. In addition to the copy cost, the Board agrees to pay TBS for service outside of normal business hours or service required by the Board's negligence or misuse of the Equipment at the rate of \$95.00 per hour. Normal business hours are days which school is in session plus Monday through Friday during the months of June, July and August excepting only July 4th. Normal business hours shall be 7:30 a.m. to 4:30 p.m.
3. **COST TO BOARD.** The Board guarantees annual copy volume at not less than ninety-five million (95,000,000) mono copies, and one hundred fifty thousand (150,000) color copies for which it shall pay TBS the sum of \$0.0052 per mono copy, and \$0.03 per color copy for an annual cost of not less than \$498,500.00. TBS shall report copy volume to Board monthly commencing after September 14, 2018. Board shall be required to pay TBS 48 payments of \$41,541.67 per month, the twelve-month average of \$498,500.00. Copy volume exceeding ninety-five million (95,000,000) mono copies and one hundred fifty thousand (150,000) color copies for the Contract Year shall be reconciled and paid by Board at 0.0052 per mono copy, and \$0.03 per color copy, within fifteen (15) days of the end of each Contract

Year.

4. **ORDERING EQUIPMENT.** As a material part of the consideration for this Agreement, TBS agrees the Equipment shall be delivered at its expense not later than July 30th, 2018. The sites shall be open and available for equipment delivery between 7:30 a.m. and 4:30 p.m. each business day. TBS shall provide the Board a master installation schedule by July 1st, 2018 with prior arrangements/notification.

5. **WARRANTIES.** The Board agrees that it has selected the size, model, design and brand of the Equipment using its own judgment without any reliance on TBS. As long as the Board is not in default under any of the terms of this Agreement, to the intent it may do so, TBS transfers to the Board any warranties made to it by the manufacturer or supplier.

6. **ASSIGNMENT.** Neither party may sell, transfer, assign or sublease the Agreement, without the prior written consent of the other party, which shall not be unreasonably withheld.

7. **OWNERSHIP AND QUIET ENJOYMENT.** TBS shall be the owner of the Equipment and has title to the Equipment at the time of delivery. So long as the Board is not in default under any of the terms in this Agreement, TBS agrees that the Board shall quietly use and enjoy the Equipment. The Board agrees that it will not be able to purchase the Equipment at any time.

8. **OTHER RIGHTS.** The parties intend this document to be the Agreement. However, the Board grants TBS a security Interest in the Board's interest in the Equipment as collateral for the Board's obligations hereunder in case it is found otherwise. TBS and/or its financing entity shall be entitled the right to file immediately any UCC financing statements or related filings.

9. **NOTICES.** All notices to be given by or on behalf of either party upon the other shall be in writing and shall be given by mailing such notice by registered mail, certified mail or express mail delivery to the other party at the address set forth below, or at such other address as may be specified from time to time in writing delivered to the other party;

BOARD:

Board of Education of Fayette County, Kentucky Attention: Chief Operating Officer  
701 East Main Street  
Lexington, Kentucky 40502



TBS:  
Toshiba Business Solutions Attn;  
John Applegate, President  
2600 Stanley Gault Parkway  
Louisville, KY 40223

10. **PARTIES TO BENEFIT.** This Agreement is solely for the benefit of and is binding upon the parties, their personal representatives, successors and assigns.

11. **UCC-ARTICLE 2A.** This is not a finance lease under KRS 355.2A. TBS has purchased the Equipment and may grant a security interest to its lender as collateral security.

12. **INVALID PROVISIONS.** If any section, paragraph, or clause of this Agreement shall be held invalid by any court of competent jurisdiction, the invalidity of said section, paragraph, or clause shall not affect the remaining provisions herein.

13. **GOVERNING LAW.** This Agreement is deemed to be made under and shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Both parties agree to waive all rights to a jury trial.

14. **VENUE.** Venue for any legal action filed concerning this Agreement shall be Fayette County, Kentucky.

15. **DISCRIMINATION PROHIBITED.** TBS shall not discriminate in any of the services performed in connection with this Agreement on the basis of race, color, national origin, religion, age, creed, political affiliation, marital status, sex, or disabling condition.

16. **PROHIBITED CONDUCT.** KRS 4SA.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 4SA.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.

17. **INCORPORATION BY REFERENCE/CLARIFICATIONS.**

A. This Agreement incorporates by reference the Board's Request for Proposal (RFP) 19-15 Multi-Function Copiers, dated April 10<sup>th</sup>, 2015 and TBS's signed response to that RFP dated April 10<sup>th</sup>, 2015 and except as modified and amended herein, reflects the entire Agreement between the parties.

B. For purposes of clarifying some portions of the RFP, the parties agree:

(i) Cost of toner exceeding one hundred ten percent (110%) of manufacturer's stated copy yields, not attributable to defective equipment, shall be paid by Board;

(ii) Photocopies/drum replacement resulting from damages caused by user such as scratches caused by staples, paper clips and unauthorized repairs and/or tampering will be at Board expense;

(iii) Service calls attributable to user error, damage and destruction including use of paperclips and/or staples not approved by the equipment manufacturer and/or unauthorized repairs, alterations, relocation, reinstallation or vandalism shall be excluded from the provisions of GENERAL SPECIFICATIONS, Maintenance and Service # 8

(iv) Equipment or service issues identified by the board and reported to TBS in writing, Will provide TBS not less than five (5) business days after receipt of notice to correct problems - except in the case of the replacement of equipment - which shall provide not less than ten (10) business days; letters of intent to cancel contract shall provide not less than ten (10) business days after receipt of notice to correct the deficiency.

(v) The cost for upgrades to existing equipment and/or installation of additional Equipment shall be negotiated based upon specifications provided by the Board.

(vi) Delays in payment or performance due to acts or circumstances which could not be reasonably anticipated, such as Acts of God, shall be excluded

18. **CHANGES TO AGREEMENT.** No change or modification to the 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.

19. **DEFAULT.** Customer will be in default if (i) it is in breach of a representation, warranty or material provision of the Agreement and has failed to cure such breach within thirty (30) calendar days after receiving written notice from Toshiba, (ii) Toshiba does not receive payment from Customer for undisputed amounts within ten (10) business days after Customer's receipt of written notice from Toshiba that Toshiba has not received such payment by the invoice due date, (iii) Customer becomes insolvent, is liquidated or dissolved, stops doing business or assigns its rights or property for the benefit of creditors, (iv) a petition is filed by or against Customer under any bankruptcy or insolvency law, (v) any representation made by Customer in the Agreement is false or misleading in any material respect, or (vi) Customer defaults on any other future Agreement with Toshiba or its assigns.

20. **REMEDIES.** If Customer is in default, Toshiba or its assign may do any or all of the following: (a) terminate this Agreement, (b) require that the Customer immediately pay all undisputed amounts due or accrued under this Agreement, (c) in conjunction with termination of the Agreement and because of the impracticable and extreme difficulty of ascertaining the actual damages which Toshiba or its assign may sustain, the imposition of liquidated damages, which the Parties acknowledge is not a penalty, in the amount of the Base Usage Fee for all months remaining in the Initial Term; (d) require return of all new Toshiba-brand and other new Equipment to a location in the continental United States designated by Toshiba or its assign, at Customer's expense, (e) exercise any other remedy available at law or equity. The Equipment Toshiba places into service pursuant to the Agreement must be returned at Customer's costs in "Average Saleable Condition." "Average Saleable Condition" shall mean that all of the Equipment is immediately available for use by a third party without the need for repair or refurbishment and be free of markings, normal wear and tear expected.

21. **INDEMNITY.** To the extent allowable by law, you will indemnify and hold us harmless from any and all liability, damages or loss, including reasonable attorney's fees, arising out of the ownership, use, condition or possession of the Equipment, except to the extent directly caused by our gross negligence or willful misconduct. This indemnity will survive the termination of this Lease.

22. **RISK OF LOSS; INSURANCE:** TBS is responsible for the risk of loss or for any destruction of or damage to the equipment. TBS shall accept loss and/or damages as provided in Section 17 (iii) No such loss or damage relieves you from the payment obligations under the agreement. TBS will keep the Equipment insured against all risks of loss or damage for not less than the replacement cost of the Equipment. If any of the Equipment is lost, stolen or damaged you will, at your option and cost, either (a) repair the item or replace the item with a comparable item reasonably acceptable.

23. **REPRESENTATIONS.** (a) The Board represents and warrants to TBS that (1) You have the lawful power and authority to enter into this Agreement, and (2) The individuals signing this Agreement have been duly authorized to do so on the Boards behalf, and (3) You will take any action we reasonably request to protect our rights in the Equipment; (b) We represent and warrant to you that (1) We have the lawful power and authority to enter into this Agreement, and (2) the individuals signing this Agreement have been duly authorized to do so on our behalf.



24. **PERSONAL PROPERTY TAX (PPT):** TBS agrees to pay annually for all personal property and similar taxes associated with the ownership, possession or use of the Equipment

BOARD OF EDUCATION OF  
FAYETTE COUNTY, KENTUCKY

By: 

  Name, title: Superintendent Emmanuel Cauley

Date: June 25, 2018

TOSHIBA BUSINESS SOLUTIONS (USA), INC

By: \_\_\_\_\_

Name, Title: John Applegate, President

Date: \_\_\_\_\_

## Assignment Notification

Date June ??, 2018

Customer:

Board of Education of Fayette County, Kentucky  
701 East Main Street  
Lexington, KY 40502

Re: RFP #28-18

Dear Customer:

Customer hereby consents and acknowledges that Toshiba may assign to a third party finance partner, with notice, all of Toshiba's rights, title and interest to (a) the equipment covered by the Agreement, including the obligation to provide the right to use the Equipment, (b) all rights and remedies therein, including the right to collect rent due thereon, to repossess the property in the event of default by Customer under the Agreement and the right to initiate and maintain such legal proceedings, and (c) Toshiba's rights as Owner under the Agreement, including the right to receive equipment payments thereunder. None of Toshiba's obligations under the Agreement, however, are assumed by the assignee. Customer agrees that the rights of Toshiba's assignee will not be subject to any claims, defenses, or setoffs that Customer may have against Toshiba.

Please acknowledge the sufficiency of this notification and our consent to the same by signing in the space indicated below and email an executed copy to your Toshiba representative, Brock Halstead.

Should you have any questions or comments, please contact our office.

Sincerely,

Toshiba Business Solutions (USA), Inc.

By: \_\_\_\_\_

Name and title: \_\_\_\_\_

Acknowledged and agreed upon to this \_\_\_\_\_ day of June 2018

Customer: Board of Education of Fayette County, Kentucky

By:  \_\_\_\_\_

Name and title: Emmanuel Caulk, Superintendent

## Certificate of Acceptance

RE: Account Schedule Number \_\_\_\_\_ ("Agreement")

Financial Services Provider: Toshiba Business Solutions (USA) Inc ("FS Provider")

Customer: **BOARD OF EDUCATION OF FAYETTE COUNTY, KENTUCKY** ("BOARD")

This Certificate of Acceptance to the loan or other form of financial services contract described above ("**Agreement**") is by and between the FS Provider identified above and the Board identified above.

Board, through its authorized representative, hereby certifies to FS Provider and any assignee of FS Provider with respect to the Agreement that:

1. The equipment ("**Equipment**") identified in the Agreement, including any equipment list attached to the Agreement ("**Schedule A**") has been delivered to the location where the Equipment will be used and which is the "Equipment Location" identified in the Agreement.
2. In the event of inconsistencies between the Agreement Equipment List and the list of Equipment provided to FW Provider by the supplier of the Equipment, Board authorizes FS Provider to correct the Schedule A and substitute the Equipment identified in such corrected Schedule A as the "Equipment" accepted under the Agreement.
3. All of the Equipment has been inspected and is (a) complete, (b) properly installed, (c) fully functioning, (d) in good working order.
4. The Equipment is of a capacity, size, design, and manufacture acceptable to Board and is suitable for Board's purposes.
5. Board is not in default under the Agreement and all of Board's statements and promises set forth in the Agreement are true and correct.
6. The Equipment is accepted for all purposes under the Agreement as of the Acceptance Date below.

IN WITNESS **WHEREOF**, Board's duly authorized representatives has executed this Acceptance Certificate as of the Acceptance Date.

Board: BOARD OF EDUCATION OF FAYETTE COUNTY, KENTUCKY

By: 

Title: Superintendent

Acceptance Date: 12/25/18



## Contract Information

The attached contract(s) are for the technology department.

The attached contract is for our Microsoft License Agreement. The contract is executed under the KDE KETS software state contract and includes our email service, MS Office licensing, Windows Licensing, etc.. This contract is for two months in order to more accurately align our contract with our fiscal year.

Point of Contact: Bob Moore

# Program Signature Form

MBA/MBSA number

Agreement number

01C34607

000-ryamoe-E-081

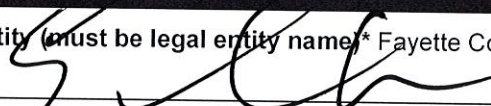
**Note:** Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Amendment	CTM-CTC-CTL (72282002)
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
Name of Entity (must be legal entity name)* Fayette County Public Schools
Signature* 
Printed First and Last Name* Emmanuel Cault
Printed Title Superintendent
Signature Date* June 25, 2018
Tax ID

\* indicates required field

Microsoft Affiliate
Microsoft Corporation
<b>Signature</b> _____ <b>Printed First and Last Name</b> <b>Printed Title</b> <b>Signature Date</b> (date Microsoft Affiliate countersigns)
<b>Agreement Effective Date</b> (may be different than Microsoft's signature date)

Optional 2<sup>nd</sup> Customer signature or Outsourcer signature (if applicable)

Customer
<b>Name of Entity (must be legal entity name)*</b> <b>Signature*</b> _____ <b>Printed First and Last Name*</b> <b>Printed Title</b> <b>Signature Date*</b>

*\* indicates required field*

Outsourcer
<b>Name of Entity (must be legal entity name)*</b> <b>Signature*</b> _____ <b>Printed First and Last Name*</b> <b>Printed Title</b> <b>Signature Date*</b>

*\* indicates required field*

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

**Microsoft Corporation**  
 Dept. 551, Volume Licensing  
 6100 Neil Road, Suite 210  
 Reno, Nevada 89511-1137  
 USA



## Amendment to Contract Documents

Enrollment Number

72282002

000-ryamoe-E-081

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

## Enrollment for Education Solutions Custom Terms CTM

The parties agree that the Enrollment is amended as follows:

Notwithstanding anything to the contrary, both parties have mutually agreed that the above Enrollment's end date will be changed to 8/31/2018. The customer will be permitted to place their final anniversary order prorated for two months with coverage dates 7/1/2018 through 8/31/2018.

Upon Microsoft's acceptance of the Enrollment and this Enrollment amendment, Microsoft will invoice Institution's reseller for the number of full calendar months corresponding to the term of the Licensed Period. Prices for Licenses are based on a standard order equal to twelve (12) full calendar months of License coverage. Microsoft will decrease the amount invoiced to Institution's reseller by eighty-three and thirty-three hundredths percent (83.33%) because the term of the Enrollment is shorter.

Upon expiration, customer will have the option to enter into a new 12 or 36 month enrollment. Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

**This Amendment must be attached to a signature form to be valid.**

### Microsoft Internal Use Only:

Fayette Custom Term.docx	CTM	CTM-CTC-CTL	BD
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**Executive Summary  
Fayette County Public Schools Board Meeting  
Agenda Item**

**MEETING: Planning**

**DATE: 7/9/2018**

**TOPIC: Contract – Child Care Council of KY (CCC)**

**PREPARED BY: Heather Bell**

**Recommended Action on: 7/9/2018**

**Action Item for Vote (PLANNING MEETING)**

**Superintendent Prior Approval: No**

**Recommendation/Motion: A motion is in order to approve the contract for Child Care Council of Kentucky.**

**Background/Rationale: Board Policy 01.11 states that contracts with the district with an expenditure amount above \$20,000 must be approved by a vote of the Board. This month District staff would like to enter into an agreement with Child Care Council of Kentucky (CCC) to provide training for afterschool sites.**

**Policy: 01.11**

**Fiscal Impact: \$24,400.00**

**Attachments(s): N/A**

**AN EQUAL OPPORTUNITY SCHOOL DISTRICT**

Board of Education: Melissa Bacon, Chair • Raymond Daniels, Vice Chair • Douglas Barnett • Daryl Love • Stephanie Spires

Superintendent Emmanuel Caulk

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



**Child Care Council of KY-FCPS  
After School Training Agreement  
July 2018-June 2019**

The Child Care Council of Kentucky (CCC) proposes the following training options for the period of July 2018-June 2019 for the Fayette County Public Schools (FCPS) After School Programs. The options below are available to the 18 participating schools with the stipulation that The Fayette County Public School district chooses to participate and agrees to the terms and conditions of this agreement.

**The 18 After School Sites:**

- Ashland Elementary \$1,300
- Breckinridge Elementary \$1,110
- Cassidy Elementary \$1,300
- Clays Mill Elementary \$1,400
- Deep Springs Elementary \$1,300
- Dixie Elementary \$1,300
- Garden Springs Elementary \$1,300
- Lansdowne Elementary \$1,400
- Liberty Elementary \$1,500
- Meadowthorpe Elementary \$1,400
- Picadome Elementary \$1,400
- Rosa Parks Elementary \$1,500
- Sandersville Elementary \$1,300
- Southern Elementary \$1,400
- Squires Elementary \$1,300
- Tates Creek Elementary \$1,300
- Veterans Park Elementary \$1,500
- Wellington Elementary \$1,400

Total Cost: \$24,400

The CCC would provide the following for FREE as part of the contractual agreement:

- Orientation I & II for FCPS after school staff only (September 15, 2018 at Veterans Park Elementary 8:00-2:30pm.)
- School Age Super Saturday (February 23, 2019 at Veterans Park Elementary School)
- Access to All existing online training classes (TOAD). CCC will provide a free access code to FCPS staff.
- Access to the full CCC training Calendar (face to face) via the CCC website. [www.cccofky.com](http://www.cccofky.com)
- Access for all schools to register online via the Purchase Order process at the CCC.
- Registration for events (specific to FCPS) and will ensure that all data is entered into TRIS in a timely manner for all events and FCPS participants.

Not included in the CCC Contract: (However offered at a reduced fee)

- CPR/First Aid
- CPR/First Aid Recertification
- CPR and First Aid Only
- Kids Matter Spring Institute

All questions regarding this training agreement should be directed to Olivia Thompson at the Child Care Council of KY- [Olivia.Thompson@cccofky.com](mailto:Olivia.Thompson@cccofky.com)

I agree to the terms and conditions of this agreement between the Child Care Council of Kentucky, Inc. and the Fayette County Public Schools.

*Olivia Thompson*  
Olivia Thompson

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Fayette County Public Schools

7/3/18  
\_\_\_\_\_  
Date

*training option*

*Heather Allen Bell*  
*6/25/18*

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

**MEETING: Planning**

**DATE: 7/9/2018**

**TOPIC: Professional Leave By District Personnel**

**PREPARED BY: Jennifer Dyar**

**Recommended Action on: 7/9/2018**

**Action Item for Vote (PLANNING MEETING)**

**Superintendent Prior Approval: Yes**

**Recommendation/Motion: A motion is in order to: “approval of the professional leave as indicated.”**

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

**Policy: 03.1911\03.2911**

**Fiscal Impact: \$35,261.81**

**Attachments(s): N/A**

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## PROFESSIONAL LEAVE BY DISTRICT PERSONNEL

### 1. PROFESSIONAL LEAVE REQUEST RECOMMENDED:

<u>Professional Meeting Location &amp; Dates</u>	<u>Staff Member</u>	<u>School</u>	<u>Substitute</u>	<u>Reimbursement Funding Source</u>	<u>Total Cost</u>
*AP computer Science Training Bowling Green, KY June 24-29, 2018 Work Days – 0	Renee Goin	Henry Clay High	NO	School funds	\$1,163.74
2018 National SIOP Seattle, WA July 8-12, 2018 Work Days – 0	Renee Clark	Breckinridge Elem	NO	Title II	\$3,075.00
*Project Lead the Way Classroom Teacher Training New Haven, CT July 11-14, 2018 Work Days – 0	Lori Gaddis	Ashland Elem	NO	District –PD	\$1,640.00
	Steven Givan	Ashland Elem	NO	District –PD	\$1,640.00
	Jennifer Lopez	Ashland Elem	NO	District –PD	\$1,640.00
	Melodie Vereen	Ashland Elem	NO	District –PD	\$1,640.00
KY Association of School Administrators Leadership Institute Louisville, KY July 25-26, 2018 Work Days – 1	Whitney Stevenson	IAKSS	NO	Preschool	\$ 696.67
GOSOSY Conference Clearwater, FL September 17-20, 2018 Work Days – 5	Richard Sanchez	IAKSS	NO	Title II	\$1,580.00
	Sadie Pena	IAKSS	NO	Title II	\$1,580.00
	Daylin Casalis	IAKSS	NO	Title II	\$1,580.00
National Forum for Identification and Recruitment Philadelphia, PA	Daylin Casalis	IAKSS	NO	Title II	\$1,580.00
	Sadie Pena	IAKSS	NO	Title II	\$1,580.00
	Richard Sanchez	IAKSS	NO	Title II	\$1,580.00

October 8-12, 2018  
Work Days – 5

Teaching Learning	Ebony Hutchinson	Millcreek Elem	NO	Title II	\$2,581.60
Coaching Conference	Shannon Cornett	Millcreek Elem	NO	Title II	\$2,581.60
Las Vegas, NV	Laura McCullough	Millcreek Elem	NO	Title II	\$2,581.60
October 8-12, 2018	Kelly Mitchell	Millcreek Elem	NO	Title II	\$2,581.00
Work Days – 4					

America Translators Association Annual Conference New Orleans, LA October 22-28, 2018 Work Days – 5	Jessica Sanchez	IAKSS	NO	Title II	\$2,840.00
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BB&T Leadership Institute for Principals Frankfort, KY October 24-26, 2018 Work Days – 2	Carrie Paul	Tates Creek Elem	NO	BB&T	\$ 560.00
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BB&T Leadership Institute for Principals Frankfort, KY January 22-24, 2019 Work Days – 2	Carrie Paul	Tates Creek Elem	NO	BB&T	\$ 560.00
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**RATIONALE:** Board policy and Kentucky law requires board approval for professional leave.

**POLICY REFERENCE:** 03.1911\03.2911

**RECOMMENDATION:** A motion is in order to:  
“Approval of the professional leave as indicated.”

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

**MEETING: Planning**

**DATE: 7/23/2018**

**TOPIC: Job Description**

**PREPARED BY: Jennifer Dyar**

**Recommended Action on: 7/23/2018**

**Action Item for Vote (REGULAR MEETING)**

**Superintendent Prior Approval:**

**Recommendation/Motion: A motion is in order to approve the revised job description for Lead Bus Driver Trainer.**

**Background/Rationale: This is a revision of an existing job description.**

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

**Fiscal Impact: N/A**

**Attachments(s): Job Description**

**AN EQUAL OPPORTUNITY SCHOOL DISTRICT**

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## JOB DESCRIPTION

### **BUS DRIVER TRAINING COORDINATOR**~~**LEAD BUS DRIVER TRAINER**~~

Class Code: 8933

**TITLE:** Lead Bus Driver Trainer~~Bus Driver Training Coordinator~~  
Grade 16

**REPORTS TO:** Director Transportation

**SUPERVISES:** N/A

**JOB FUNCTION:** Coordinate, plan and conduct Bus Driver and Bus Monitor training programs.

#### **MEASURES OF SUCCESS:**

- Routes are driven in accordance with the published route sheet (stops, times, directions) as verified by GPS software.
- Initial contact regarding concerns from all internal and external stakeholders is made within 36-hours as verified by database.
- All forms of training (initial, remedial, and reviews) are completed within time limits prescribed by KDE as verified by database.

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#### **DUTIES AND RESPONSIBILITIES:**

- Coordinate training programs in accordance with the curriculum developed by the Division of Pupil Transportation.
- Coordinate, plan and implement training programs for Basic School Bus Driving Courses; assist with in-service programs for school bus drivers and monitors to assure State certification renewal; conduct safe driving and safe working methods and procedures training programs as specifically required.
- Train and assist drivers and monitors concerning student behavior management issues and work related situations. Train drivers and monitors in proper wheelchair securement and special needs student requirements. Train, supervise and evaluate the performance of assigned personnel; schedule and assign work; counsel and recommend disciplinary actions and recommend removal of applicants from the training program, as appropriate.
- Assist in the selection and evaluation of bus drivers and bus monitors.

## JOB DESCRIPTION

### BUS DRIVER TRAINING COORDINATOR

- Drive buses of varying sizes and complexity over designated routes in accordance with time schedules.
- Prepare and maintain a variety of bus driver records
- Conduct field investigations of vehicular accidents involving school buses; participate as a member of the Incident Review Committee as requested.
- Maintain records and statistics of District school bus drivers and bus monitors.
- Assist director as required; Perform the work of Supervisor in the Supervisors absence.

#### DUTIES AND RESPONSIBILITIES (CONT.):

- Assist writing traffic safety curriculum for District drivers.
- Demonstrates the ability to communicate in more than one language or the willingness to learn to communicate in more than one language at the novice level of proficiency.
- Perform other duties as assigned.
- Maintain regular attendance

#### KNOWLEDGE AND ABILITIES:

##### KNOWLEDGE OF:

- Safe driving practices and methods.
- Principles, methods, techniques and strategies for the training of school bus drivers.
- Provisions of the State Motor Vehicle Code and applicable laws to the operation of vehicles in the transportation of students and in the training of school bus drivers.
- Principles methods and procedures related to a large pupil transportation system.
- Technical aspects of field of specialty.
- Laws, rules and regulations related to assigned activities.
- Interpersonal skills using tact, patience and courtesy.
- Principles and practices of supervision and training.
- Microsoft office programs

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## JOB DESCRIPTION

### BUS DRIVER TRAINING COORDINATOR

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#### ABILITY TO:

- Coordinate and conduct bus driver training and safety programs.
- Conduct investigations of accidents.
- Maintain accurate records.
- Understand and follow oral and written directions.
- Establish and maintain cooperative and effective working relationships with others.
- Observe legal and defensive driving practices.
- Attend meetings and remain current concerning rules, regulations, policies and laws.
- Read, interpret, apply and explain rules, regulations, policies and procedures.
- Maintain current knowledge of program rules, regulations, requirements and Restrictions as assigned.
- Maintain routine records.
- Communicate effectively both orally and in writing.

#### PHYSICAL DEMANDS:

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- Work is performed while standing, sitting and/or walking.
- Requires the ability to communicate effectively using speech, vision and hearing.
- Requires the use of hands for simple grasping and fine manipulations.
- Requires bending, squatting, crawling, climbing, reaching.
- Requires the ability to lift, carry, push or pull medium weights, one third of your body weight, not to exceed 50 pounds
- Requires activities involving being around moving machinery, exposure to marked changes in temperature and humidity, and exposure to dust, fumes and gases.

#### EDUCATION AND EXPERIENCE:

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*Original Date: 01/1999*

*Revision Date: 02/2012*

*Revision Date: 07/2012*

*Revision Date: 05/2015*

*Revision Date: 06/2018*

- High school diploma or G.E.D. Certificate and two years' experience in the operation of a school bus.

#### LICENSES AND OTHER REQUIREMENTS:

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- Valid Kentucky Commercial Class B driver's license; must have a Commercial Drivers

License (CDL) with school bus endorsement; maintain current certification as a Kentucky School Bus Driver Instructor.

**JOB DESCRIPTION**

**BUS DRIVER TRAINING COORDINATOR**

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**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Witness:** \_\_\_\_\_



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

**MEETING: Planning**

**DATE: 7/23/2018**

**TOPIC: Job Description**

**PREPARED BY: Jennifer Dyar**

**Recommended Action on: 7/23/2018**

**Action Item for Vote (REGULAR MEETING)**

**Superintendent Prior Approval:**

**Recommendation/Motion: A motion is in order to approve the revised job description for Director of Plant Operations.**

**Background/Rationale: This is a revision of an existing job description.**

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

**Fiscal Impact: N/A**

**Attachments(s): Job Description**

**AN EQUAL OPPORTUNITY SCHOOL DISTRICT**

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

## JOB DESCRIPTION

**State Job #8470**  
**DIRECTOR OF PLANT OPERATIONS**

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**TITLE:** Director of Plant Operations

**REPORTS TO:** Chief Operating Officer

**SUPERVISES:** Utilities Services Supervisor, Grounds Maintenance Supervisor, Facility and Custodial Managers, Administrative Assistant

**JOB FUNCTION:** Provides for the maintenance and safety of all exterior acres of the Fayette County Public Schools, provides for the training of custodians, manages a budget for all aspects of the grounds maintenance, vehicle maintenance, custodial programs and equipment and utility services (asphalt, concrete, fencing, playgrounds, and drainage issues).

**MEASURES OF SUCCESS:**

- Eighty percent of man-hours are applied to scheduled work as measured by monthly school dude reports.
- Eighty percent of work orders in a 30 day period are in "Request" status for less than five days as measured by monthly school dude reports.
- Ninety five percent of all completed work orders are reviewed and closed within three days as measured by monthly school dude reports.
- All responsible areas are in compliance as verified through annual and/or state reporting.

**PERFORMANCE RESPONSIBILITIES:**

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1. Prepares and controls the Plant Operations budget in the areas of grounds maintenance, utility services, custodial services and the commercial fleet.
2. Oversees the districts custodial related building needs regarding equipment and supplies.
3. Develops, evaluates and prepares performance standards and procedures for the grounds maintenance, utility services, commercial fleet and custodial services.

## JOB DESCRIPTION

### State Job #8470 DIRECTOR OF PLANT OPERATIONS

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4. Coordinates, directs and participates in the training of all staff. Maintains staff job results by coaching and counseling employees.
5. Coordinates district's grounds maintenance activities with supervisors, school administration, and other government jurisdictions.
6. Coordinates, directs and participates in the selection and evaluation of Plant Operations staff, performs annual evaluations, staff assignments, disciplinary procedures and non-renewal of staff as needed.
7. Communicates with district staff, faculty and administrators to discuss custodial needs, scheduling for projects, resolving questions and concerns that may arise and other related issues, athletic field maintenance issues within the district.
8. Communicates with various athletic booster clubs within the district to be sure that they are following all proper procedures concerning support services they provide for maintenance of the various athletic fields.
9. Coordinates the asphalt resurfacing and repair program, seal coating and striping of lots for all of FCPS.
10. Develops and oversees snow plan for removal of snow and ice from district's property.
11. Assists in field investigation on road conditions related to snow and ice.
12. Communicates with vendors to research, test and evaluate products, equipment and techniques; selects and purchases supplies, equipment and other inventory of grounds and custodial materials and equipment.
13. Assures compliance with local building codes related to ADA, sidewalk and paving requirements as needed.

## JOB DESCRIPTION

### State Job #8470 DIRECTOR OF PLANT OPERATIONS

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14. Oversees Integrated Pest Control program for all district's property.
15. Plans and provides in-service training programs and seminars for Plant Operations staff.
16. Oversees instructional programs for Plant Operations staff in proper use of supplies and equipment.
17. Assists in the writing of specifications and recommendations for equipment used for the maintenance of the district's property.
18. Coordinates the disposal and sale of surplus capital outlay items.
19. Assures compliance with local and state laws and procedures regarding CDL license required for the staff.
20. Oversees underground drainage inspections and keeps records of inspection reports.
21. Assures compliance with local laws and procedures regarding the storage and disposal of trash, rubbish and other waste for all buildings within the district.
22. Monitors weather conditions as it pertains to all grounds maintenance activities performed by Plant Operations.
- ~~23. Demonstrates the ability to communicate in more than one language or the willingness to learn to communicate in more than one language at the novice level of proficiency.~~
23. Demonstrates the ability to communicate in more than one language or the willingness to learn to communicate in more than one language at the novice level of proficiency.

## JOB DESCRIPTION

### State Job #8470 DIRECTOR OF PLANT OPERATIONS

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24. Maintains regular attendance.

25. Performs other duties as assigned by the Chief Operations Officer.

#### PHYSICAL DEMANDS:

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- Work is performed while standing, sitting and/or walking
- Requires the ability to communicate effectively using speech, vision and hearing
- Requires the use of hands for simple grasping and fine manipulations
- Requires bending, squatting, crawling, climbing, reaching
- Requires the ability to lift, carry, push or pull light weights
- Requires attendance at all hours of day/night to oversee requirements of the division

#### EDUCATION AND EXPERIENCE:

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- Must hold a Bachelor's Degree; Master's Degree preferred
- At least four (4) years experience in area of assignment
- Experience related to personnel management, supervision, selection and evaluation of a large number of employees.
- Extensive experience with custodial cleaning procedures and equipment, all phases of grounds maintenance and commercial fleet management.
- Extensive experience in preparing and managing an annual budget.

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#### LICENSES AND OTHER REQUIREMENTS:

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- Valid Kentucky driver's license required

**JOB DESCRIPTION**

**State Job #8470  
DIRECTOR OF PLANT OPERATIONS**

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*Original Date:* \_\_\_\_\_

*Revision Date:* June 1995

*Revision Date:* February 2001

*Revision Date:* July 2012

*Revision Date:* June 2018



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

**MEETING: Planning**

**DATE: 7/23/2018**

**TOPIC: Job Description**

**PREPARED BY: Jennifer Dyar**

**Recommended Action on: 7/23/2018**

**Action Item for Vote (REGULAR MEETING)**

**Superintendent Prior Approval:**

**Recommendation/Motion: A motion is in order to approve the revised job description for Architect.**

**Background/Rationale: This is a revision of an existing job description.**

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

**Fiscal Impact: N/A**

**Attachments(s): Job Description**

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

**TITLE:** [Staff Architect](#)

**REPORTS TO:** Director, Facility Design & Construction

**SUPERVISES:** Assists the Director with the supervision of numerous Project Design Consultants, (Architects, Engineers, etc.)  
Contractors and Vendors under contract to the District.

**JOB FUNCTION:** Assists the Director with: the planning, design and construction of capital improvements including major new building and renovation projects; providing coordination between the Directors of the Department of Physical Support Services, other District administrators with project design consultants and building contractors; in supervising the full implementation of contracted services and products.

**MEASURES OF SUCCESS:**

- Complete each project within budget.
- Minimize change orders:
  - The total cost of change orders on a new construction project shall be less than 1% of the general contract; and
  - The cumulative cost of all change orders shall be less than 1.5% of the total cost of the general contracts of all new construction and renovation projects combined.
- Manage each project to meet the proposed schedule and minimize conflicts with instructional activities.
- Update and maintain the District's written standards for instructional space and building material/component specifications.

**DUTIES AND RESPONSIBILITIES:**

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- Assists the Director by facilitating positive relationships between District administrators, architects, engineers, local/state/federal officials, contractors, subcontractors, vendors and other persons in positions to achieve the District facility design and construction goals.

- Assists the Director in: determining facility design requirements that support current and future District instructional goals; developing and maintaining written facility space standards to describe and promote these requirements throughout all projects.
- Assists the Director to support the District financial objectives and funding process by preparing estimates, by making recommendations related to major new building and renovation expenditures, and by collecting and analyzing historic project cost data relative to national and local economic trends.
- Assists Director to: supervise the planning, design and construction process for new and renovated facilities to achieve the instructional and financial goals of the District; develop and maintain written contract standards governing the activities of design consultants, contractors and vendors to promote best practices in meeting District-wide priorities.
- Assists the Director to supervise the continued improvement of District facilities to enhance and support instruction through the selection and use of appropriate building materials and systems.

#### **DUTIES AND RESPONSIBILITIES (CONT.):**

- Assists the Director to act as the prime point of contact and communication between the District and the design consultants, contractors and vendors providing design and construction services on all projects.
- Assists the Director to provide technical assistance and consultation to the Chief Operating Officer and District administrators, regarding the planning, construction and renovation of school facilities, properties and equipment; coordinate the design and construction for major new building and renovation projects to optimize the benefits to all District stakeholders.
- Assists the Director to: provide technical assistance relative to the acquisition of new facility sites; supervises the collection of pre-acquisition information to support decision-making and recommendations related to new sites.
- Assists the Director to: act as the prime point of contact and communication between the District and the Kentucky Department of Education relative to document submittal and approval process for major new building and renovation projects; supervise the preparation of all documents required to satisfy administrative regulations.

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- Assists the Director to: act as the prime point of contact and communication between the District and local/state/federal regulatory authorities relative to document submittal and approval process for major new building and renovation projects; supervise the preparation of all documents required to satisfy building codes and other regulations.
- Assists the Director to manage the activities of multiple project design teams and schedules to achieve District priorities.
- Assists the Director to prepare agenda items, special reports and other documents for Board review and approval.
- Assists the Director to review plans and specifications, design consultation and construction contracts, change orders, applications for payment and all other required project documents in order to provide a recommendation for Board approval when required.
- Assists the Director to: act as the prime point of contact and communication for the activities of the Local Planning Committee throughout the preparation of the 4 year District Facility Plan as required by The Kentucky Department of Education; facilitate meeting, provides meeting minutes, schedules and supporting documentation from facility surveys and other District data; and prepare proposed PLC facility plans for Board and KDE approval.
- Demonstrates the ability to communicate in more than one language or the willingness to learn to communicate in more than one language at the novice level of proficiency.

#### **DUTIES AND RESPONSIBILITIES (CONT.):**

- Maintains professional architect continuing education requirements and technical knowledge by attending educational workshops, reviewing professional publications, establishing personal networks and participating in professional societies.
- Performs other duties as assigned.
- Maintains regular attendance.

#### **KNOWLEDGE AND ABILITIES:**

##### **KNOWLEDGE OF:**

- Educational facility planning and design; the design and construction process; construction techniques; building systems and materials; energy

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conservation; maintainability techniques; operational efficiency; safety/security planning; and emerging school design concepts such as high performance schools, sustainability and Leadership in Energy and Environmental Design.

- Design consultant and construction contracts; professional liability issues; construction law; quality control; cost estimating; life cycle costing; and project scheduling and cost accounting.
- Kentucky Department of Education administrative regulations 702 KAR 4:160 Capital Construction Process and 702 KAR 4:170 Facility Programming and Construction Criteria
- Applicable state building codes; and federal regulations governing school construction.

**ABILITY TO:**

- Understand and accurately interpret plans and specifications for new buildings and renovations, product literature and technical reports
- Analyze and evaluate design consultant and general construction contracts and other proposals
- Understand and accurately interpret building codes, laws, regulations and guidelines related to school construction

**KNOWLEDGE AND ABILITIES (CONT.):**

- Coordinate multiple project schedules while supervising the activities of staff, design consultants and contractors to achieve District-wide goals to enhance instruction through better facilities
- Track, record and evaluate progress, budgets and expenditures, for both individual projects as well as the long-range facility plan
- Prepare the documentation required by the design and construction process
- Establish and maintain a cooperative and effective working relationship with a diverse group of school administrators and staff, teachers, design and building professional, code officials, parents and other community stakeholders.
- Utilize highly effective oral and written communication skills.

- Utilize a computer and software in support of job activities
- Work independently with little direction

**EDUCATION AND EXPERIENCE:**

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- Professional Degree from an accredited program (leading to professional registration) in Architecture and five years experience in a field directly related to the assignment with experience interacting with architects, engineers and contractors.

**LICENSES AND OTHER REQUIREMENTS:**

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- Must possess a valid professional registration as an Architect in the Commonwealth of Kentucky.
- Must possess a valid Kentucky driver's license or be able to obtain one within ten days of hire.

*Original Date:*

\_\_\_\_\_



#### **EDUCATION AND EXPERIENCE:**

- First Professional Degree from an accredited program (leading to professional registration) in Architecture and five years experience in a field directly related to the assignment with experience interacting with architects, engineers and contractors.

#### **LICENSES AND OTHER REQUIREMENTS:**

- Must possess a valid professional registration as an Architect in the Commonwealth of Kentucky. Must possess a valid Kentucky driver's license or be able to obtain one within ten days of hire.

*Original Date:*      July 2012

*Revision Date:*      \_\_\_\_\_

*Revision Date:*      \_\_\_\_\_

*Revision Date:*      \_\_\_\_\_



FAYETTE COUNTY PUBLIC SCHOOLS

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

**MEETING: Planning**

**DATE: 07/09/2018**

**TOPIC: School Activity Funds Report Placeholder**

**PREPARED BY: Rodney Jackson**

**Recommended Action on: 07/23/2018**

**Informational Item**

**Superintendent Prior Approval: No**

**Recommendation/Motion: N/A**

**Background/Rationale:** School Activity Fund Reports for the period ending April 30, 2018. The report details each school's activity fund expenses and receipts for the month and year ending previously noted.

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

**Fiscal Impact: N/A**

**Attachments(s): School Activity Funds Report**

**AN EQUAL OPPORTUNITY SCHOOL DISTRICT**

Board of Education: Melissa Bacon, Chair • Raymond Daniels, Vice Chair • Douglas Barnett • Daryl Love • Stephanie Spires

Superintendent Emmanuel Caulk

701 East Main Street, Lexington, Kentucky 40502 • Phone: 859.381.4100 • [www.fcps.net](http://www.fcps.net)

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



FAYETTE COUNTY PUBLIC SCHOOLS

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

**MEETING: Planning**

**DATE: 07/09/2018**

**TOPIC: Monthly Financial Reports Placeholder**

**PREPARED BY: Rodney Jackson**

**Recommended Action on: 07/23/2018**

**Action Item for Vote (REGULAR MEETING)**

**Superintendent Prior Approval: No**

**Recommendation/Motion:** A motion is in order to: “Accept the Monthly Treasurer’s Report of Revenue/Expense reports as presented to the Board.”

**Background/Rationale:** Our goal is to report monthly the financial status of the district to our community, board and staff, in an easy to understand format. We invite suggestions for improving these reports.

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

**Fiscal Impact: NA**

**Attachments(s): Four attachments**

**AN EQUAL OPPORTUNITY SCHOOL DISTRICT**

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FAYETTE COUNTY PUBLIC SCHOOLS

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

**MEETING:** Regular

**DATE:** July 23, 2018

**TOPIC:** Biannual Construction Report (as of June 30, 2018)

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

**Recommended Action on:** 7/23/2018  
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

**AN EQUAL OPPORTUNITY SCHOOL DISTRICT**

Board of Education: Melissa Bacon, Chair • Raymond Daniels, Vice Chair • Douglas Barnett • Daryl Love • Stephanie Spires

Superintendent Emmanuel Caulk

**BIANNUAL CONSTRUCTION REPORT**  
**(as of June 30, 2018)**

**DATE:** July 9, 2018  
**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 2017 – June 2018)****NOTE: added/modified after January 1, 2018**

Facility Name	Project Description	Approved Funding	Actual Costs	Board BG-4 Approval	KDE BG-4 Approval
Coventry Oak Elementary	New Construction	Bond, General Fund	\$19,135,169.24	5/22/17	8/1/17
Squires Elementary	Renovation	Bond, Restricted, General Fund	\$14,721,697.04	5/22/17	8/1/17
Jessie Clark Middle	Renovation	Bond, Restricted, General Fund	\$21,436,372.28	7/24/17	3/21/18

**BG-1 PROJECTS UNDER DESIGN/CONSTRUCTION****(\$500,000 or more)**

Facility Name	Project Description	Approved Funding and Source		BG-1 Approval Date	Est. Completion Date
Frederick Douglass High	New Construction (in close out)	\$81,511,696.50	Bond, Restricted, SFCC, General Fund, Residuals (Leestown, HCHS Softball, Locust Trace, Millcreek, 1126 Warehouse, Cardinal Valley, Meadowthorpe RTU)	5/26/15	Aug-2017
New Elementary @ Athens-Boonesboro Rd.	New Construction (in progress)	\$21,791,354	SFCC Cash, Capital Outlay, Local FSPK Bond, SFCC Bond Sale, Residuals (Wellington, Clays Mill, Bates Creek Middle, Mary Todd, Breckinridge, Meadowthorpe, Bates Creek Elem)	2/27/17	Aug-2019
Bryan Station High School	Athletic Field Artificial Turf & Track Replacement (in progress)	\$1,237,788	General Fund	1/22/18	April-2019

## Personnel Changes

### 1. CERTIFIED/SALARIED CLASSIFIED PERSONNEL

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

Name	Location	Assignment	Effective Date
BARNETT LORA	CRAWFORD MIDDLE SCHOOL	EXCEPTIONAL CHILD INSTRUCTOR	6/30/2018
BARNHART BLAIRE	CRAWFORD MIDDLE SCHOOL	MID LANGUAGE ARTS INSTRUCTOR	6/30/2018
BEEGLE ERICA	TATES CREEK HIGH	EXCEPTIONAL CHILD INSTRUCTOR	6/30/2018
BROWN SARAH	FREDERICK DOUGLASS HIGH SCHOOL	HS SCIENCE INSTRUCTOR	6/30/2018
CAMPBELL WHITNEY	DEEP SPRINGS ELEMENTARY	ELEM INTERVENTION INSTRUCTOR	6/30/2018
CARTER CHARLES	BRYAN STATION HIGH	HS ENGLISH INSTRUCTOR	6/30/2018
CONLEY MEGAN	LEXINGTON TRAD MAGNET MIDDLE	MID SCIENCE INSTRUCTOR	6/30/2018
CONRAD EMILY	GARRETT MORGAN ELEMENTARY	ELEM PRIMARY INSTRUCTOR	6/30/2018
DUCHSCHERER SAMANTHA	LEXINGTON TRAD MAGNET MIDDLE	TECHNOLOGY RESOURCE INSTRUCTOR	6/30/2018
EASLEY DANIELLE	LAFAYETTE HIGH SCHOOL	EXC CHILD LEARNING & BEHAVIOR	6/30/2018
ESTES STACEY	MEADOWTHORPE ELEMENTARY	ELEM INTERVENTION INSTRUCTOR	6/30/2018
FRYE ERIKA	ARLINGTON ELEMENTARY	ELEM INTERMEDIATE INSTRUCTOR	6/30/2018
GIBSON JASON	MORTON MIDDLE	MID SCHOOL BAND INSTRUCTOR	6/30/2018
GOLLAN ANDREW	HENRY CLAY HIGH SCHOOL	HS LATIN INSTRUCTOR	6/30/2018
HANEY CASSANDRA	LEXINGTON TRAD MAGNET MIDDLE	GUIDANCE SPEC-ELEM SOC WORKER	6/30/2018
HARRISON KRISTI	SPECIAL EDUCATION	PRESCHOOL COMPLIANCE COACH	6/30/2018
JACOBS EMBRY	BEAUMONT MIDDLE SCHOOL	MID SOCIAL STUDIES INSTRUCTOR	6/30/2018
MARCHESI KATHERINE	HARRISON ELEMENTARY	ELEM PRIMARY INSTRUCTOR	6/30/2018
MCKAY BONNIE	ASHLAND ELEMENTARY	ELEM KINDERGARTEN INSTRUCTOR	6/30/2018
MOUNTS CARA	SOUTHERN MIDDLE	MID SCIENCE INSTRUCTOR	6/30/2018
PENROD AMANDA	TATES CREEK MIDDLE	GIFTED & TALENTED INSTRUCTOR	6/30/2018
PORTMAN PAGE	TATES CREEK HIGH	HS PHYSICAL EDUCATION	6/30/2018
SIENICKI ERIN	BEAUMONT MIDDLE SCHOOL	MID LANGUAGE ARTS INSTRUCTOR	6/30/2018
WELLMAN KAREN	CLAYS MILL ELEMENTARY	EXC CHILD - HEARING IMPAIRED	6/30/2018
WILLIAMS MELISSA	ROSA PARKS ELEMENTARY	PGES COACH - ADMIN	6/30/2018
WILLIAMSON BRITTANY	TATES CREEK ELEMENTARY	EXC CHILD - VISUALLY IMPAIRED	6/30/2018
WILLIAMSON BRITTANY	TATES CREEK ELEMENTARY	EXC CHILD - VISUALLY IMPAIRED	6/30/2018

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

Name	Location	Assignment	Effective Date
BATTS MAUREEN	TATES CREEK HS	HS MATH INSTR	7/31/2018
JONES MALINDA	CRAWFORD MIDDLE SCHOOL	MID READING INSTRUCTOR	8/31/2018
NUNN ANGELA	BRECKINRIDGE ELEM	EXC CHILD LBD INST	6/30/2018
PLEASANTS CATHY	CLAYS MILL ELEMENTARY	ELEM PRIMARY INSTRUCTOR	7/31/2018
RANDELL TRACI	TATES CREEK HS	HS ENGLISH INSTR	7/31/2018
SHOCKEY MARIA	STEAM ACADEMY	HS MATH INSTRUCTOR	7/31/2018
WIGGINS DELOIS	EDYTHE J HAYES MIDDLE SCHOOL	MID SCHOOL BAND INSTRUCTOR	7/31/2018
WILLEROY KIMISU	PICADOME ELEMENTARY	ELEM PRIMARY INSTRUCTOR	8/31/2018

- c. Rescission of Non-Renewal of Certified/Salaried Classified Personnel - This is to report the rescission of non-renewal of the following certified/salaried classified personnel:

Name	Location	Assignment	Effective Date
FRYE ERIKA	ARLINGTON ELEMENTARY	ELEM INTERMEDIATE INSTRUCTOR	8/13/2018

- 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
COMBS, FRANCES	DANCE INSTRUCTOR	LAFAYETTE	08/13/2018
CZARNECKI, KARYN	THEATRE INSTRUCTOR	SCAPA	08/13/2018
FIELDS, LAURIE	DANCE INSTRUCTOR	LAFAYETTE/SCAPA	08/13/2018
GILLESPIE, DAVID	MUSIC INSTRUCTOR	SCAPA	08/13/2018
SAMUDRE, EMILY	DANCE INSTRUCTOR	SCAPA	08/13/2018

## 2. HOURLY CLASSIFIED PERSONNEL

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

Name	Location	Assignment	Effective Date
HILL RICKY	LAW ENFORCEMENT	DISPATCHER	5/29/2018

b. 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
DAVIS RACHEL	HENRY CLAY HIGH SCHOOL/SP ED PARA - LEARNING/BEHAVIOR	FREDERICK DOUGLASS HIGH SCHOOL/CUSTODIAN	6/1/2018
DEARING JEFFREY	PHYSICAL PLANT OPERATIONS/VEHICLE MECHANIC II	PHYSICAL PLANT OPERATIONS/GROUNDS EQUIPMENT MECHANIC	6/18/2018
HANEY LORA	BUS GARAGE/BUS DRIVER	BUS GARAGE/VEHICLE UPHOLSTERY/GLASS WORKR	6/4/2018
HENRY MCKENZIE	PHYSICAL PLANT OPERATIONS/CUSTODIAN	GLEND OVER ELEMENTARY/CUSTODIAN	6/5/2018
PARRISH WILLIAM	FREDERICK DOUGLASS/LEAD CUSTODIAN	PAUL LAURENCE DUNBAR HIGH/CUSTODIAN	6/7/2018
SUAREZ ALEJANDRO	BUS GARAGE/BUS DRIVER	JESSIE M CLARK MIDDLE/CUSTODIAN	6/1/2018
TAYLOR SHIRL	LEESTOWN MIDDLE FOOD SERV/FOOD SERVICE ASST II	WINBURN MIDDLE FOOD SERV/FOOD SERVICE ASSISTANT II	5/21/2018

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

Name	Location	Assignment	Effective Date
CANTER COURTNEY	WELLINGTON ELEMENTARY	SP ED PARA - LEARNING/BEHAVIOR	6/30/2018
CHANDLER LAUREN	EARLY START	EARLY START PARAEDUCATOR	6/30/2018
CLARKE JOSEPHINE	PICADOME ELEMENTARY	AFTER SCHOOL PROGRAM ASST	5/31/2018
CLARKE JOSEPHINE	PICADOME ELEMENTARY	AFTER SCHOOL PROGRAM ASST	5/31/2018
DAVIS PATRICK	PICADOME ELEMENTARY	AFTER SCHOOL PROGRAM ASST	5/31/2018
DAVIS PATRICK	PICADOME ELEMENTARY	AFTER SCHOOL PROGRAM ASST	5/31/2018
DELANEY KELSEY	PICADOME ELEMENTARY	AFTER SCHOOL PROGRAM ASST	5/31/2018
DELANEY KELSEY	PICADOME ELEMENTARY	AFTER SCHOOL PROGRAM ASST	5/31/2018
EDWARDS SHARRON	BUS GARAGE	BUS MONITOR	5/11/2018
GAST JUDY	BUS GARAGE	BUS DRIVER	5/16/2018
HAGA KELLY	CRAWFORD MIDDLE SCHOOL	SCHOOL ACCT SPEC - ELEM/MIDDLE	6/30/2018
HAGGINS CHAYSE	BRYAN STATION HIGH	CUSTODIAN	5/31/2018

HENRY	STACEY	GLENDOVER ELEMENTARY	SP ED PARA - LEARNING/BEHAVIOR	6/1/2018
HUDSPETH	ZACHARY	PICADOME ELEMENTARY	AFTER SCHOOL PROGRAM ASST	5/31/2018
HUDSPETH	ZACHARY	PICADOME ELEMENTARY	AFTER SCHOOL PROGRAM ASST	5/31/2018
KLOTZER	BRENDAN	TECHNOLOGY	STUDENT WORKER	6/1/2018
MORRIS	ASHLEY	GARRETT MORGAN ELEMENTARY	SCHOOL OFFICE ASSISTANT	6/30/2018
MOUSLEY	LEIGH	MORTON MIDDLE	SP ED PARA - LEARNING/BEHAVIOR	6/30/2018
RIESENBERG	MONICA	CRAWFORD MIDDLE SCHOOL	SP ED PARA - LEARNING/BEHAVIOR	6/30/2018
ROSS	SHAVONNA	DATA MANAGEMENT	ADMINISTRATIVE ASSISTANT III	6/13/2018
STUTLER	JAMES	ROSA PARKS ELEMENTARY	CUSTODIAN	5/11/2018
WHITAKER	STEPHANIE	MILLCREEK ELEMENTARY	KINDERGARTEN PARAEDUCATOR	6/30/2018

d. Suspension of Classified Hourly Personnel - This is to report the suspension of the following classified hourly personnel:

Name	Location	Assignment	Effective Date
NANCE, KYESHA	BUS GARAGE	BUS DRIVER	6/1/2018, 6/2/2018, 6/3/2018

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

Name	Location	Assignment	Effective Date
BITNER	MARY	BRYAN STATION TRADL MIDDLE	SP ED PARA - LEARNING/BEHAVIOR
HALL	MILDRED	BUS GARAGE	BUS DRIVER
JONES	SHERRY	TECHNOLOGY	ADMINISTRATIVE ASSISTANT II
RAYAN	AQUILA	RUSSELL CAVE ELEMENTARY	KINDERGARTEN PARAEDUCATOR
REESOR	LINDA	LIBERTY ELEMENTARY	FAMILY RESOURCE CENTER COORD
SARGENT	EDWARD	MAXWELL ELEMENTARY	PART-TIME CUSTODIAN
SIMMONS	SANDRA	HARRISON ELEMENTARY	SP ED PARA - PHYSICAL DISABLED
SISCO	KURT	BUS GARAGE	VEHICLE MECHANIC I
SNARDON	SHARON	WILLIAM WELLS BROWN ELEMENTARY	SCHOOL ADMIN ASST II - ELEM
THOMAS	BETSY	HUMAN RESOURCES	ADMINISTRATIVE ASSISTANT II
WARD	WILLIAM	CARDINAL VALLEY ELEMENTARY	LEAD CUSTODIAL SERVICE WORKER

### 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
BARNES JACOB	BRYAN STATION HIGH	HS ASST BASKETBALL (BOYS)
BLACKWELL KAZ	TATES CREEK HIGH	HS DISCR COACH (SPG)-NON EMP
BLACKWELL ZACHARY	TATES CREEK HIGH	HS DISCR COACH (SPG)-NON EMP
CATLETT JR DONALD	WILLIAM WELLS BROWN ELEMENTARY	ELEM TRANSPORTATION CAPTAIN
CUPP BRANDON	HENRY CLAY HIGH SCHOOL	HS SOFTBALL (ASST)
RATHBUN SHANE	LAFAYETTE HIGH SCHOOL	HS SOFTBALL (ASST)
TANNER CLAYTON	TATES CREEK HIGH	HS DISCR COACH (SPG)-NON EMP
WILLIAMSON BENJAMIN	TATES CREEK HIGH	HS DISCR COACH (SPG)-NON EMP

### 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
CANHAM KATHRYN	SUB PARAEDUCATOR	5/30/2018
NAPIER SHELBY	SUB PARAEDUCATOR	5/24/2018
SAFIE ANDREW	SUB PARAEDUCATOR	6/18/2018
CRAWFORD DIANA	SUB SECRETARY	6/7/2018
FINN ELIZABETH	SUB SECRETARY	5/31/2018
KAUFMAN CATHERINE	SUB SECRETARY	5/24/2018
STELLER RENEE	SUB SECRETARY	5/24/2018
FIELDS EDWARD	SUB FOOD SERVICE	6/8/2018
RILEY MARY	SUB FOOD SERVICE	6/18/2018
TAYLOR JUANETTA	SUB FOOD SERVICE	5/23/2018
CARDOZA FRANK	SUB BUS MONITOR	5/1/2018
MCCULLOCH RICHARD	SUB BUS MONITOR	6/11/2018
RAYFORD EARL	SUB BUS DRIVER	6/6/2018
ROBEY JAREN	SUB BUS DRIVER	5/10/2018
SHANNON SHARELLE	SUB BUS DRIVER	5/30/2018
THOMAS DERRICK	SUB BUS MONITOR	7/11/2018



- b. Employment of Emergency Certified Substitute Teacher - In accordance with 16 KAR 2:030, this is to report that the Superintendent is requesting the Education Professional Standards Board to issue one-year Provisional Certificates for Emergency Substitute Teaching as indicated for the following teachers:

Name	Assignment	Effective Date
BRAMMELL-		
CALLIS	EMILY EMERGENCY SUBSTITUTE	5/29/2018
FULLER	BRITTANI EMERGENCY SUBSTITUTE	6/18/2018
GENTRY	LOLA EMERGENCY SUBSTITUTE	5/24/2018
JACKSON	KATELYN EMERGENCY SUBSTITUTE	5/24/2018
REGER	SAMUEL EMERGENCY SUBSTITUTE	5/24/2018

- c. Employment of Certified Substitutes - This is to report the employment of the following certified substitutes:

Name	Assignment	Effective Date
	RET SUBSTITUTE	
MCKNIGHT	TERRI TEACHER	5/24/2018
	RET SUBSTITUTE	
ZIEGLER	GWENDOLYN TEACHER	6/20/2018