



FLOYD COUNTY BOARD OF EDUCATION
Anna Whitaker Shepherd, Superintendent
442 KY RT 550
Eastern, KY 41622
Telephone (606) 886-2354 Fax (606) 886-4550
www.floyd.kyschools.us

Linda C. Gearheart, Board Chair - District 1
William Newsome, Jr., Vice-Chair - District 3
Dr. Chandra Varia, Member- District 2
Keith Smallwood, Member - District 4
Steve Stone, Member - District 5

Consent Agenda Item (Action Item): Consider/Approve Standard Form of Agreement between Owner and Contractor (Elliott Contracting, Inc) and Purchase Order Summary for the James D. Adams Middle School Re-Roof and HVAC project, pending KDE approval.

Applicable State or Regulations: General Powers and Duties of Board/Capital Construction Process 702 KAR 4:180.

Fiscal/Budgetary Impact: The initial BG-1 cost is \$4,509,529.

History/Background:

December 27, 2021

Board approved Integrity architectural firm for the James D Adams (Roof and HVAC) (Order #19979).

February 28, 2022

Board approved Initial BG-1 (Order# 19998).

March 27, 2023

Board approved bid and awarded contract for Elliott Contracting in the amount of \$4,561,185 (Order# 20239).

Recommended Action: To approve the Standard Form of Agreement between Owner and Contractor (Elliott Contracting, Inc) and Purchase Order Summary as presented, pending KDE approval.

Contact Person(s): Linda Hackworth, 606-874-9569

N/A
Principal

Linda Hackworth
Director

Anna W. Shepherd
Superintendent

Date: April 11, 2023

Kentucky Department of Education Version of **AIA Document A101™ – 2007**

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum



This version of AIA Document A101™–2007 is modified by the Kentucky Department of Education. Publication of this version of AIA Document A101–2007 does not imply the American Institute of Architects' endorsement of any modification by the Kentucky Department of Education. A comparative version of AIA Document A101–2007 showing additions and deletions by the Kentucky Department of Education is available for review on the Kentucky Department of Education Web site.

Cite this document as "AIA Document A101™– 2007, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum — KDE Version," or "AIA Document A101™–2007 — KDE Version."

Kentucky Department of Education Version of AIA Document A101 – 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the **FOURTH** day of **APRIL**
in the year **2023**
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)
Floyd County Board of Education
442 Ky Route 550
Eastern, Ky 41622

and the Contractor:
(Name, legal status, address and other information)
Elliott Contracting Inc.
56 Industrial Blvd
Pikeville, Ky 41501

for the following Project:
(Name, location and detailed description)
James D Adams Middle School Re-Roof and HVAC Replacement
2520 S. Lake Drive

The Architect:
(Name, legal status, address and other information)
Joey Nolasco, AIA
203 E. Fourth Street
Lexington, KY 40508

The Owner and Contractor agree as follows.



This version of AIA Document A101–2007 is modified by the Kentucky Department of Education. Publication of this version of AIA Document A101 does not imply the American Institute of Architects' endorsement of any modification by the Kentucky Department of Education. A comparative version of AIA Document A101–2007 showing additions and deletions by the Kentucky Department of Education is available for review on the Kentucky Department of Education Web site.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

AIA Document A101–2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997 and 2007 by The American Institute of Architects. All rights reserved. Kentucky Department of Education Version of AIA Document A101–2007. Copyright © 2014 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was created on 04/05/2023 16:35:59 under license number 2114423378, and is not for resale. This document is licensed by The American Institute of Architects for one-time use only, and may not be reproduced prior to its completion.

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS
10	INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Owner direct Purchase Orders, Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

The date of commencement shall be stipulated by the notice to proceed

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement.

Init.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than Three Hundred and Sixty Five (365) days from the date of commencement, or as follows: *(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work. Either list requirements for earlier Substantial Completion here or refer to an exhibit attached to this Agreement.)*

Portion of Work

Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.

Liquidated Damages: As actual damages for delay in completion of Work are impossible to determine, the Contractor and his Surety shall be liable for and shall pay to the Owner the sum of Five Hundred Dollars

(\$ 500), not as a penalty, but as fixed, agreed and liquidated damages for each calendar day of delay until the Contract Work is substantially completed as defined in the General Conditions of the Contract for Construction. The Owner shall have the right to deduct liquidated damages from money in hand otherwise due, or to become due, to the Contractor, or to sue and recover compensation for damages for failure to substantially complete the Work within the time stipulated herein. Said liquidated damages shall cease to accrue from the date of Substantial Completion.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be

Four million five hundred and sixty one thousand one hundred and eighty five dollars

(\$ 4,561,185), subject to additions and deductions as provided in the Contract Documents.

(List the base bid amount, sum of accepted alternates, total construction cost (the sum of base bid amount plus sum of accepted alternates), sum of Owner's direct Purchase Orders. The Contract Sum shall equal the sum of Total Construction Cost, less Owner direct Purchase Orders. Either list this information here or refer to an exhibit attached to this Agreement.)

	Amount
Base Bid	\$ 5,200,000
Sum of Accepted Alternates	\$ 638,815
Total Construction Cost (the sum of base bid amount plus sum of accepted alternates)	\$ 4,561,185
Sum of Owner's direct Purchase Orders	\$ 1288448
Contract Sum (total construction cost less Owner direct Purchase Orders)	\$ 3,272,737

Init.

AIA Document A101-2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997 and 2007 by The American Institute of Architects. All rights reserved. Kentucky Department of Education Version of AIA Document A101-2007. Copyright © 2014 by The American Institute of Architects. All rights reserved. **WARNING:** This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was created on 04/05/2023 16:35:59 under license number 2114423378 and is not for resale. This document is licensed by The American Institute of Architects for one-time use only, and may not be reproduced prior to its completion.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires. Either list alternates here or refer to an exhibit attached to this Agreement.)

Number	Item Description	Amount
I	TPO roof in lieu of metal roof	638,815.00
	Total of Alternates	638,815.00

§ 4.3 Unit prices, if any:

(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable. Either list unit prices here or refer to an exhibit attached to this Agreement.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

§ 4.4 Allowances included in the Contract Sum, if any:

(Identify allowance and state exclusions, if any, from the allowance price. Either list allowances here or refer to an exhibit attached to this Agreement.)

Item	Price
------	-------

init.

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the _____ day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the _____ day of the _____ month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than (30) days after the Architect receives the Application for Payment.

State law (KRS 371.405) requires the Owner to pay undisputed Applications for Payment within forty-five (45) business days following receipt of the invoices. If the Owner fails to pay the Contractor within forty-five (45) business days following receipt of an undisputed Application for Payment, state law requires the Owner shall pay interest to the Contractor beginning on the forty-sixth business day after receipt of the Application for Payment, computed at the rate required by state law.

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Ten percent (10%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction — KDE Version;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Ten percent (10%);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201 2007 — KDE Version.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201 2007 — KDE Version requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)

- 2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007 KDE Version.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

When Owner direct Purchase Orders are used, retainage that would otherwise be held on materials and equipment shall transfer to the Contractor, and the material suppliers will be paid the full amount of their invoices. The Owner shall retain ten percent (10%) from each Application for Payment, and an amount equal to ten percent (10%) of approved Purchase Order payments, up to fifty percent (50%) completion of the Work, then provided the Work is on schedule and satisfactory, and upon written request of the Contractor together with consent of surety and the recommendation of the Architect, the Owner shall approve a reduction in Retainage to five percent (5%) of the current Contract Sum plus Purchase Orders. No part of the five percent (5%) retainage shall be paid until after Substantial Completion of the Work, as defined in the General Conditions of the Contract for Construction. After Substantial Completion, if reasons for reduction in retainage are certified in writing by the Architect, a reduction to a lump sum amount less than the five percent (5%) retainage may be approved by the Owner when deemed reasonable. The minimum lump sum retainage shall be twice the estimated cost to correct deficient or incomplete work.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- 1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007 — KDE Version, and to satisfy other requirements, if any, which extend beyond final payment;
- 2 a final Certificate for Payment has been issued by the Architect; and
- 3 the Contractor provides the Owner with affidavits that all payrolls, bills for materials, supplies and equipment, and other indebtedness connected with the Work have been paid or otherwise satisfied, and with Consent of Surety for final payment.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007 — KDE Version, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201-2007 — KDE Version, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

- ☒ Arbitration pursuant to Section 15.4 of AIA Document A201-2007 — KDE Version
- ☐ Litigation in a court of competent jurisdiction where the Project is located
- ☐ Other: *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2007 — KDE Version.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007 — KDE Version.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2007 — KDE Version or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at such rate required by state law, or in the absence of law, at the legal rate prevailing at the time and place where the Project is located.
(Insert rate of interest agreed upon, if any)

§ 8.3 The Owner's representative:
(Name, address and other information)

Linda Hackworth
442 KY Route 550
Eastern, KY 41622

§ 8.4 The Contractor's representative:
(Name, address and other information)

Todd Breahm
56 Industrial Blvd
Pikeville, KY 41501

Init.

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor — KDE Version.

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction — KDE Version.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

(Either list Supplementary and other Conditions of the Contract here or refer to an exhibit attached to this Agreement)

Document	Title	Date	Pages
----------	-------	------	-------

§ 9.1.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement)

Section	Title	Date	Pages
	James D Adams Re-Roof and	7.25.22	447
Volume 1	HVAC Replacement		

Init.

§ 9.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

James D Adams Middle School Re-Roof and HVAC Replacement

Number	Title	Date
	James D Adams Middle School	7.25.22
	Re-Roof and HVAC Replacement	

§ 9.1.6 The Addenda, if any:

(Either list the Addenda here or refer to an exhibit attached to this Agreement.)

Number	Date	Pages
1	November 11, 2022	1
2	November 22, 2022	24
3	December 2, 2022	1

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

- .1 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

Init.

AIA Document A101-2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997 and 2007 by The American Institute of Architects. All rights reserved. Kentucky Department of Education Version of AIA Document A101-2007. Copyright © 2014 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was created on 04/05/2023 16:35:59 under license number 2114423378 and is not for resale. This document is licensed by The American Institute of Architects for one-time use only, and may not be reproduced prior to its completion.

2 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2007 KDE Version provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents)

- A. AIA Document A701-1997, Instructions to Bidders — KDE Version
- B. Contractor's Form of Proposal
- C. KDE Purchase Order Summary Form

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007 - KDE Version.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007 KDE Version. Either list insurance and bond information here or refer to an exhibit attached to this Agreement)

Type of Insurance or Bond

Limit of Liability or Bond Amount (\$0.00)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

CONTRACTOR (Signature)

(Printed name and title)

(Printed name and title)

Init.

AIA Document A101-2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997 and 2007 by The American Institute of Architects. All rights reserved. Kentucky Department of Education Version of AIA Document A101-2007. Copyright © 2014 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was created on 04/05/2023 16:35:59 under license number 2114423378, and is not for resale. This document is licensed by The American Institute of Architects for one-time use only, and may not be reproduced prior to its completion.

Delivery Method		PO Certification Statement Phase	
<input checked="" type="checkbox"/> GC	<input type="checkbox"/> GESC	<input checked="" type="checkbox"/> Initial Statement	<input type="checkbox"/> Final Statement
<input type="checkbox"/> CM		<input type="checkbox"/> Change Order Stmt.	

Final Certification Statement
To the best of my knowledge, I certify that all materials listed within this document have been purchased in accordance with 103 KAR 26.070 and 702 KAR 4.160

Owner's Signature	Date
General Contractor's / Construction Manager's Signature	Date
Architect's Signature	Date

Mr. William Newsome	Yes
Dr. Chandra Varia	Yes
Mr. Steve Slone	Yes
Mr. Keith Smallwood	Yes

D. Accept Notification of Personnel Matters

Order #20237 - Motion Passed: passed with a motion by Mr. Keith Smallwood and a second by Mr. Steve Slone.

5 Yeas - 0 Nays

Ms. Linda Gearheart	Yes
Mr. William Newsome	Yes
Dr. Chandra Varia	Yes
Mr. Steve Slone	Yes
Mr. Keith Smallwood	Yes

1. Actions Taken

2. Requests for Leaves of Absences

E. Consider/Approve the BG5 Project Closeout for the Bus Garage Re-Roof project

Order #20238 - Motion Passed: Approval of the BG5 Project Closeout for the Bus Garage Re-Roof project passed with a motion by Mr. Keith Smallwood and a second by Mr. Steve Slone.

5 Yeas - 0 Nays

Ms. Linda Gearheart	Yes
Mr. William Newsome	Yes
Dr. Chandra Varia	Yes
Mr. Steve Slone	Yes
Mr. Keith Smallwood	Yes

F. Consider/Approve bid for the James D. Adams Middle School Re-Roof and HVAC project, pending KDE approval

Order #20239 - Motion Passed: Approval of bid for the James D. Adams Middle School Re-Roof and HVAC project, pending KDE approval passed with a motion by Mr. Keith Smallwood and a second by Mr. Steve Slone.

5 Yeas - 0 Nays

Ms. Linda Gearheart	Yes
Mr. William Newsome	Yes
Dr. Chandra Varia	Yes
Mr. Steve Slone	Yes
Mr. Keith Smallwood	Yes

G. *Consider/Approve advertising for sealed bids for Grass Cutting Services at Floyd Central High School

Order #20240 - Motion Passed: Approval of advertising for sealed bids for Grass Cutting Services at Floyd Central High School passed with a motion by Mr. Keith Smallwood and a second by Mr. Steve Slone.

3. We have and share a district organization chart that is approved and shared within the district outlining departments and employees within each department as well as work assignments/duties for each.

1. Finance-Prepares and oversees a budget that aligns resources with district vision and needs
 2. Resourcing-Continually assesses programs and resource allocation
 3. Effectiveness and Efficiency-Develops and enforces clear expectations for efficient operation and the district giving priority to student learning and safety
 4. Communication-Assures and effective system of districtwide communication
- C. Accept Notification of Personnel Matters

Order #19997 - Motion Passed: passed with a motion by Mr. Keith Smallwood and a second by Mr. William Newsome.

5 Yeas - 0 Nays

Ms. Linda Gearheart	Yes
Mr. William Newsome	Yes
Dr. Chandra Varia	Yes
Mr. Steve Slone	Yes
Mr. Keith Smallwood	Yes

1. Actions Taken

2. Requests for Leaves of Absences

D. Consider/Approve Initial BG-1 for the James D. Adams Middle School Re-Roof and HVAC project, pending KDE approval

Order #19998 - Motion Passed: Approval of Initial BG-1 for the James D. Adams Middle School Re-Roof and HVAC project, pending KDE approval passed with a motion by Mr. Keith Smallwood and a second by Mr. William Newsome.

5 Yeas - 0 Nays

Ms. Linda Gearheart	Yes
Mr. William Newsome	Yes
Dr. Chandra Varia	Yes
Mr. Steve Slone	Yes
Mr. Keith Smallwood	Yes

E. Consider/Approve Initial BG-1 for the Betsy Layne Elementary Roof projects, pending KDE approval

Order #19999 - Motion Passed: Approval of Initial BG-1 for the Betsy Layne Elementary Roof projects, pending KDE approval passed with a motion by Mr. Keith Smallwood and a second by Mr. William Newsome.

Special Called Meeting
December 27, 2021 4:00 PM
Floyd County Board of Education/Drs. Chandra and Mahendra Varia Media Center
Eastern, KY

Attendance Taken at : 4:00 PM

Present Board Members:

Ms. Linda Gearheart
Mr. William Newsome
Mr. Steve Slone
Mr. Keith Smallwood

Absent Board Members:

Dr. Chandra Varia

Anna Shepherd, Board Secretary and Board Attorney was in attendance.

1. Call to Order - Roll Call
2. Consider/Approve creating an Executive Officer of Instruction and the accompanying job description/salary

Order #19978 - Motion Passed: Approval of creating an Executive Officer of Instruction and the accompanying job description/salary passed with a motion by Mr. Steve Slone and a second by Mr. Keith Smallwood.

4 Yeas - 0 Nays

Ms. Linda Gearheart	Yes
Mr. William Newsome	Yes
Dr. Chandra Varia	Absent
Mr. Steve Slone	Yes
Mr. Keith Smallwood	Yes

3. Consider/Approve an Architectural Firm or Firms for the Esser III Funded projects at Adams Middle School/Allen Elementary (Roof and HVAC) and Betsy Layne Elementary (Roof Projects)

Order #19979 - Motion Passed: Approval of an Architectural Firm or Firms for the Esser III Funded projects at Adams Middle School (Roof and HVAC) with Integrity, Allen Elementary (Roof and HVAC) with Summitt and Betsy Layne Elementary (Roof Projects)work with Ross Tarrant. passed with a motion by Mr. Keith Smallwood and a second by Mr. Steve Slone.

4 Yeas - 0 Nays

Ms. Linda Gearheart	Yes
Mr. William Newsome	Yes
Dr. Chandra Varia	Absent
Mr. Steve Slone	Yes