

RECORD OF BOARD PROCEEDINGS
(MINUTES)

Fulton, KY, August 8, 2017

The Fulton Independent Board of Education met at the Board of Education Office at 5:30 o'clock P. M. on the 8th day of August, 2017 with the following members present:

- (1) Mrs. Debbie Vaughn, Chair (2) Mr. Bill Robertson, Vice-Chair (3) Mr. Sam Hancock
(4) Mrs. Carol Bransford (5) Daniel Zickefoose

**REGULAR MONTHLY MEETING OF
FULTON INDEPENDENT BOARD OF EDUCATION**

CALL TO ORDER

1. The Regular Monthly Meeting of Fulton Independent Board of Education was called to order at 5:30 p.m.

ROLL CALL

2. Mrs. Debbie Vaughn, Mr. Bill Robertson and Mr. Sam Hancock were present for roll call. Mrs. Carol Bransford was absent.

SUPERINTENDENT ATTENDANCE

3. Superintendent Miller was present for the August Meeting.

AGENDA AMENDMENT

4. With the recommendation of the Superintendent, a motion by Mr. Robertson and second by Mr. Hancock, the Board moved to amend the agenda and add *Oath of Office* as the first item of business.

Members voting yes: Mr. Hancock, Mr. Robertson, Mrs. Vaughn

OATH OF OFFICE

5. Mrs. Helen Lee, Notary Public, led Mr. Daniel Zickefoose in the Oath of Office as school board member. Mr. Zickefoose was appointed to complete the term of Mr. Willie Nicholson.

APPROVAL OF MINUTES

6. With a motion by Mr. Hancock and second by Mr. Robertson, the Minutes of the July 11, 2017, Regular Monthly Meeting were approved as presented by the Board Secretary.

Members voting yes: Mr. Hancock, Mr. Robertson, Mr. Zickefoose, Mrs. Vaughn

* Mrs. Bransford arrived at 5:40 p.m.

APPROVAL OF CONSENT AGENDA ITEMS

7. With a motion by Mr. Hancock and second by Mr. Robertson, the Board accepted the reports and approved action items listed in the consent agenda as follows:

A. ASAP Moment

Mrs. Brenda Mahan, Gifted/Talented Program Coordinator, and Middle School students Linus Pulley and Trevail Morgan, provided information on their successful participation in the Stock Market Game, sponsored by the Kentucky Council on Economic Education. Pulley and Morgan

placed first in the region by showing a virtual profit of 1.7% over the S&P 500, and were presented with certificates for their achievement.

Ms. Kim Jobe, 21st Century Program Director, provided a report on the 21st Century after-school program (also known as B3 – Bulldogs Beyond the Bell). Ms. Jobe gave a PowerPoint presentation, through which she detailed the program’s enrollment, activities, goals and funding. She also noted that the program, funded through a grant, is in its final year.

B. Enrollment Report

Board members were presented with the monthly enrollment report showing an updated projected enrollment of 339 students for Opening Day.

C. Food Service Report

Ms. Vicki Swift, Food Service Director, submitted the Quarterly Food Service Report, outlining activity in the school cafeterias from April through June, 2017.

D. Personnel Report

Superintendent Miller notified the Board of the following personnel actions:

Appointments: Ginger Bard, Music Teacher
 Chloe Brian, Special Education Teacher
 Paige Adair, Elementary Teacher
 Stacey Smith, Elementary Teacher
 Seth Frields, Spanish Teacher
 Mark Roberson, Elementary Alternative Classroom Monitor
 Cathy Hedgepath, Head Start Preschool Instructional Assistant

Resignations: Michael Thomas, Community Ed Director
 Chad Fyffe, High School Alternative Classroom Instructor
 Wrestling / Football Coach
 Colleen Fyffe, Middle School Math Teacher, Softball Coach
 Amanda Cabral, Head Start Preschool Instructional Assistant
 Andrew Patton, Custodian

E. Review of Data Security & Privacy Plan

Board Members reviewed the district’s Data Security & Privacy Plan outlined in FCBoE Policy 01.61 and Procedure 01.61 AP.11, and mandated by the Personal Information Security and Breach Investigation Procedures and Practices Act, often referred to as House Bill 5.

F. Fund Raising Requests

Board Members granted the Fund Raising Requests of FISPA (Fulton Independent School Performing Arts) Booster Club, to hold a sale of Boston Butts and Ribs, provided by Magic Valley Catering, from Aug. 9 – Sept. 1, 2017; and to conduct an annual Sponsorship Drive, consisting of mailing letters to past supporters and local businesses, from Aug. 9 – Oct. 31, 2017. Proceeds from both fundraisers will go towards payment of Dinner Theatre expenses.

G. Procedures Update

Updated procedures, **ESSA Assessment Notification 08.222 AP.21** and **Website Accessibility Complaint and Grievance Form 10.5 AP.24**, which were omitted by KSBA from the annual Policy & Procedures Update, were presented to the Board for review.

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Attachment A, B

H. Superintendent's Report

Superintendent Miller provided Board Members with a report of her activities during July, 2017, and noted how these activities fell within the Kentucky NxG Superintendent Effectiveness Standards.

I. Public Comments

There were no public comments.

Members voting yes: Mrs. Bransford, Mr. Hancock, Mr. Robertson, Mr. Zickefoose, Mrs. Vaughn

2017-2018 TAX RATE

8. With a motion by Mr. Hancock and second by Mr. Robertson, the Board moved to retain the tax rates of 75.4 for Real Property, Tangible Personal Property, Inventory, Aircraft, Documented Watercraft, and Non KY Registered Watercraft; and 78.0 for Motor Vehicles, for the 2017-2018 school year.

Members voting yes: Mrs. Bransford, Mr. Hancock, Mr. Robertson, Mr. Zickefoose, Mrs. Vaughn

FOOD SERVICE PROCUREMENT PLAN

9. With the recommendation of the Superintendent, a motion by Mr. Hancock and second by Mrs. Bransford, the Board reviewed and approved the Fulton Independent Food Service Procurement Plan, as submitted by Mrs. Vicki Swift, Food Service Director. The adoption of the plan is a requirement for participation in the USDA's Child Nutrition Programs.

Members voting yes: Mrs. Bransford, Mr. Hancock, Mr. Robertson, Mr. Zickefoose, Mrs. Vaughn

2017-2018 ELEMENTARY YEARBOOK CONTRACT

10. With the recommendation of Superintendent Miller and Ms. Kim Jobe, Elementary Yearbook Sponsor, a motion by Mr. Robertson and second by Mr. Zickefoose, the Board moved to enter into contract with Memory Book Company to produce the 2017-2018 Carr Elementary Yearbook at a total cost of \$847.50 (50 books @ \$16.95 + free shipping).

Members voting yes: Mrs. Bransford, Mr. Hancock, Mr. Robertson, Mr. Zickefoose, Mrs. Vaughn

APPROVAL OF FOUR RIVERS FOUNDATION MOA

11. Following the recommendation of Superintendent Miller, the Board approved the Memorandum of Agreement between Four River's Foundation Board and Fulton Independent School. The MOA defines the mission and goals of the program, as well as the responsibilities of each partner. This action was taken on a motion by Mr. Robertson and second by Mrs. Bransford.

Members voting yes: Mrs. Bransford, Mr. Hancock, Mr. Robertson, Mr. Zickefoose, Mrs. Vaughn

* Mr. Robertson left the meeting at 6:28 p.m.

FMLA REQUEST

12. With the recommendation of the Superintendent, a motion by Mr. Zickefoose and second by Mr. Hancock, the Board approved the request of Mrs. Brittany Moxley, Head Start Preschool Teacher, for a maternity leave of absence as covered under the Family Medical Leave Act. Mrs. Moxley requested that her leave extend from September 19 – November 22, 2017; she also stated that she would use sick and personal days to cover the absence.

Members voting yes: Mrs. Bransford, Mr. Hancock, Mr. Zickefoose, Mrs. Vaughn

* Mr. Robertson returned to the meeting at 6:33 p.m.

SEPTEMBER MEETING DATE CHANGE

13. Upon the request of Superintendent Miller, the Board moved to change the date of the September meeting from the second Tuesday of the month to Monday, September 11, 2017, 5:30 p.m., at the Board of Education office, in order to accommodate Dr. Miller’s Superintendent Training schedule. This action was taken on a motion by Mr. Hancock and second by Mr. Robertson.

Members voting yes: Mrs. Bransford, Mr. Hancock, Mr. Robertson, Mr. Zickefoose, Mrs. Vaughn

2017-2018 FOOD SERVICE MEAL PRICES

14. With the recommendation of the Superintendent, a motion by Mr. Hancock and second by Mr. Zickefoose, and with additional information presented regarding USDA and the National School Lunch Program cost setting regulations, the Board moved to set the 2017-2018 Food Service Meal Prices as follows:

	Adult	Student
Breakfast	\$2.40	No Charge
Lunch	\$3.65	No Charge

Main a la Carte (All a la Carte prices will be posted in cafeteria areas)

Members voting yes: Mrs. Bransford, Mr. Hancock, Mr. Robertson, Mr. Zickefoose, Mrs. Vaughn

FINANCIAL REPORTS AND ORDERS OF THE TREASURER

15. With a motion by Mr. Robertson and second by Mr. Zickefoose, the Board approved the monthly Financial Statement and Claims, and Activity Account Reports, as presented by Laurie Thorpe, Finance Officer, and Kim Farmer, Activity Account Treasurer.

Members voting yes: Mrs. Bransford, Mr. Hancock, Mr. Robertson, Mr. Zickefoose, Mrs. Vaughn

CLOSED SESSION - Personnel KRS 61.810(1)(f)

16. With a motion by Mr. Hancock and second by Mr. Robertson, the Board moved to go into Closed Session at 5:45 p.m., as authorized by KRS 61.810(1)(f), in order to discuss a personnel issue.

Members voting yes: Mrs. Bransford, Mr. Hancock, Mr. Robertson, Mr. Zickefoose, Mrs. Vaughn

OPEN SESSION

17. With a motion by Mr. Hancock and second by Mr. Robertson, Open Session was resumed at 6:53 p.m.

Members voting yes: Mrs. Bransford, Mr. Hancock, Mr. Robertson, Mr. Zickefoose, Mrs. Vaughn

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SUPERINTENDENT'S CONTRACT

18. With a motion by Mr. Robertson and second by Mrs. Bransford, the Board moved to alter language within the contract between the Fulton Independent Board of Education and Dr. DeAnna Miller. The amendment does not change the salary set by the previous contract.

Attachment C

Members voting yes: Mrs. Bransford, Mr. Hancock, Mr. Robertson, Mr. Zickefoose, Mrs. Vaughn

ADJOURNMENT

19. With a motion by Mrs. Bransford and second by Mr. Hancock, the Board meeting was adjourned at 6:55 p.m.

Members voting yes: Mrs. Bransford, Mr. Hancock, Mr. Robertson, Mr. Zickefoose, Mrs. Vaughn

Chair



Secretary



EXPLANATION: THE "EVERY STUDENT SUCCEEDS ACT OF 2015 (P. L. 114-95)" REQUIRES DISTRICTS TO NOTIFY PARENTS OF THEIR RIGHT TO REQUEST AND RECEIVE INFORMATION REGARDING STATE OR DISTRICT ASSESSMENT POLICIES.
FINANCIAL IMPLICATIONS: COST OF PROVIDING NOTICES

CURRICULUM AND INSTRUCTION

08.222 AP.21

ESSA Assessment Notification

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ANNUAL NOTIFICATION - OPTION TO REQUEST ASSESSMENT INFORMATION

TO:

Parent's Name

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FROM:

School Name

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REGARDING:

Student's Name

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DATE:

GRADE:

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Dear Parent/Guardian,

Because our District receives federal funds for Title I programs as a part of the Every Student Succeeds Act (ESSA), you may request information addressing any State or District policy regarding student participation in any assessments mandated by ESSA, by the State or District. If you would like to request this information, please contact _____ by phone at _____ or by e-mail at _____

Sincerely,

Principal/designee

EXPLANATION: THE OFFICE OF CIVIL RIGHTS REQUIRES DISTRICTS TO HAVE A COMPLAINT PROCESS REGARDING WEBSITE ACCESSIBILITY. THIS NEW FORM MEETS THAT REQUIREMENT.
FINANCIAL IMPLICATIONS: PRINTING COSTS

COMMUNITY RELATIONS

10.5 AP.24

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Website Accessibility Complaint and Grievance Form

DATE OF COMPLAINT/GRIEVANCE: _____

COMPLAINANT NAME: _____
(Please Print)

ADDRESS: _____

EMAIL: _____

PHONE: _____

WEBSITE ADDRESS (OR LOCATION) OF ACCESSIBILITY PROBLEM: _____

DESCRIPTION OF THE PROBLEM ENCOUNTERED: _____

SOLUTION DESIRED: _____

SIGNATURE: _____

Thank you for bringing this matter to the District's attention. You may be contacted if more information is needed to process your complaint/grievance. The investigation process is typically completed within fifteen (15) working days from the date it was received.

The complaint or grievance will be investigated by the Superintendent/designee. The complainant shall be contacted no later than five (5) working days following the date the District receives the information. The procedures to be followed are:

- An investigation of the complaint shall be completed within fifteen (15) working days. Extension of the time line may only be approved by the Superintendent.
- The investigator shall prepare a written report of the findings and conclusions within five (5) working days of the completion of the investigation.
- The investigator shall contact the complainant upon conclusion of the investigation to discuss the findings and conclusions and actions to be taken as a result of the investigation.

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A record of each complaint and grievance shall be maintained at the District office. The record shall include a copy of the complaint or grievance filed, report of findings from the investigation, and the disposition of the matter.

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EMPLOYMENT AGREEMENT

AMENDED 08/08/2017

**DEANNA MILLER and
FULTON INDEPENDENT SCHOOL SYSTEM**

THIS CONTRACT, made and entered into this 5th of June, 2017, by and between the **FULTON INDEPENDENT BOARD OF EDUCATION** of Fulton, Kentucky (hereafter call the "Board"), Party of the first Part, and **DEANNA MILLER**, (hereafter call the "Superintendent"), Party of the Second Part.

WITNESSETH:

WHEREAS, this Agreement is made in accordance with the action of the Board as set forth in Resolution of a meeting held the 11th of May, 2017, whereby the Board employed said Deanna Miller as Superintendent of the Fulton Independent School System in accordance with the provisions set forth herein; and

WHEREAS, the Parties agree that the Superintendent shall perform the duties of the Superintendent of Schools in and for said district as prescribed by the laws of the State of Kentucky and by the rules and regulations made there under and by the Kentucky Board of Education as well as local Board regulations and all other applicable law as relates to the duties and obligations of a Superintendent of Schools.

NOW, THEREFORE, the Board and Superintendent agree as follows:

1. **Term.** The term of the Employment Agreement shall commence on July 1, 2017, and terminate on June 30, 2019.
2. **Professional Certification and Responsibilities of Superintendent.**
 - a. **Certification.** The Superintendent shall hold a valid Certificate of Administration and Supervision by the State of Kentucky.
 - b. **Duties.** The Superintendent shall perform the duties of Superintendent of the Fulton Independent School District in and for said district as prescribed by the laws of the State of Kentucky and the rules, regulations and policies made hereunder by the Board of Education of said district.
 - c. **Outside Activities.** The Superintendent shall devote her time, attention and energy to the business of the school district. The Superintendent may serve as a paid consultant to other districts or education agencies during non-contract time. The Superintendent may lecture, engage in writing activities and speaking engagements,

and engage in other activities which are of a short-term duration at her discretion, so long as such activities do not interfere with her duties as Superintendent.

The Superintendent and Board recognize the advisability and upon occasion, the necessity of the Superintendent to attend seminars, course, or programs conducted or sponsored at the local, state, or national levels. It is understood and agreed that the district will incur necessary travel expenses as set forth in local Board policy. Likewise, the Board shall have ultimate discretion in determining the Superintendent's attendance and the amount of money to defray reasonable and necessary travel and subsistence expenses.

However, if the Superintendent elects to attend any functions, meetings, seminars or programs wherein she is compensated as a lecturer or consultant for such attendance, the time involved with such functions shall be considered as part of her non-contract time and the Board shall not pay the Superintendent's expenses involved with such functions.

- 3. Compensation.** The Board shall pay the Superintendent an initial salary of one hundred thirteen Thousand five hundred fifty four Dollars and no cents (\$113,554.00) for the fiscal years 2017 – 2019. Said salary is to be paid in monthly installments of 1/12th of the annual salary to be paid on the twenty-fourth (24th) day of each month for services rendered during the preceding month; the first such payment to be made on July 24, 2017. When the 24th falls on a Saturday or Sunday, payment shall be made on the preceding Friday.

The Superintendent shall receive a percentage increase each year that is the same as certified personnel in the district as reflected in the board-adopted salary schedule. The Board and Superintendent may mutually agree to further adjust the salary of the Superintendent during the term of the Agreement. Any such adjustment of salary made during the term of this Agreement shall be made by official Board action. It is expressly understood, however, that any further increase in salary shall be at the final discretion of the Board.

4. Other Benefits.

- a. **Holidays.** It is understood and agreed that each school year from the 1st day of July to the 30th day of June, during the term of the Agreement, shall consist of two hundred forty (240) contract days, which are calculated by subtracting non-contracting days and weekends from a three hundred sixty-five (365) day year. The Superintendent may observe the following paid legal holidays:

New Years Day	Independence Day	Thanksgiving Day
Memorial Day	Labor Day	Christmas Day

- b. Sick and Personal Days. The Superintendent shall have ten (10) sick days and three (3) personal days annually pursuant to board policy. Unused personal days shall be converted to sick days at the end of the school year. Unused sick days may accumulate without limit.
- c. Health Insurance. It is acknowledged that the Superintendent shall participate in the State Health Insurance Plan on the same basis as any other employee of the Fulton Independent School System.
- d. Expenses. The Board shall pay or reimburse the Superintendent for all reasonable expenses, pursuant to current Board policies, approved by the Board and incurred by the Superintendent in the continuing performance of her duties under the Employment Agreement.
- e. Professional and Civic Dues. The Board recognizes the mutual benefits derived by the Superintendent's membership in certain professional and civic organizations. The Board agrees to pay these dues upon receipt of invoices, provided, however, that the Board determines that such dues are reasonable.
- f. Retirement Benefits. The Superintendent shall have the same retirement benefits as provided for Superintendents under the Kentucky Teachers Retirement System.
- g. Bonus. The Superintendent is eligible for bonuses under this contract. The Superintendent shall receive 5% of any grant written by the Superintendent and awarded to Fulton Independent School District under the condition that the grant either directly or indirectly covers the cost of the bonus. The determination of this condition shall be made upon the annual submission of grant awards by the Superintendent, verified by the Finance Officer and returned written response by each Board member agreeing to such bonus. This bonus agreement applies to all grant funds awarded to Fulton Independent School District on or after July 1, 2017. The Fulton Independent School Board retains final authority by majority vote to overturn any allocation or award decision made by the panel.

The Superintendent shall receive a bonus in the amount of 10% of the base salary of \$93,000.00 in any year Fulton Independent School finishes in the top 50 for college and career readiness in the state of KY.

5. **Annual Evaluations.** The Board shall devote a portion or all of one or more meetings, during the term of this Agreement, to an evaluation of the Superintendent's performance and to discussion of the working relationship between the Superintendent and the Board. Such discussion shall be conducted in compliance with KRS156.557(4)(a)(b)(c)(d) at a Board meeting in February of each year. All aspects of these discussions shall be treated confidentially by the Board. In addition, the Board and Superintendent shall communicate their views with respect to renewal of the Superintendent's contract within ten (10) days following the evaluation in February 2019.

6. Termination of Employment Agreement. This Employment Agreement may be terminated by the following:

- a. Mutual agreement by the Parties
- b. Disability of the Superintendent
- c. Death of the Superintendent
- d. Discharge for cause as provided by law

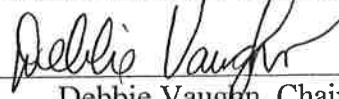
7. Severability. Should any phrase, term or condition of this agreement be declared unlawful or unenforceable by final, binding decision of a COURT OF LAW, it shall not invalidate the remainder of this agreement, and the instrument shall be read, enforced and construed as if written without the offending language.

WITNESS OUR HANDS the day and date first above written.

Party of the First Part:

FULTON INDEPENDENT BOARD OF EDUCATION

BY



Debbie Vaughn, Chairman

Party of the Second Part:

BY



Deanna Miller, Superintendent