



FAYETTE COUNTY PUBLIC SCHOOLS

## Board of Education Regular Meeting

John D. Price Administration Building RM# 150  
450 Park Place  
Lexington, KY 40511  
July 26, 2021  
6:00 PM

<b>A. CALL TO ORDER</b>	Tyler Murphy
<b>1. Roll Call</b>	Tanya Dailey
<b>B. EXTEND WELCOME TO GUESTS</b>	Tyler Murphy
<b>C. MOMENT OF SILENCE</b>	Amy Green
<b>D. PLEDGE OF ALLEGIANCE</b>	Amy Green
<b>E. READING OF MISSION STATEMENT</b>	Amy Green
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. APPOINTMENT OF SUPERINTENDENT AS BOARD SECRETARY</b>	Tyler Murphy
<b>G. APPROVAL OF AGENDA</b>	Tyler Murphy
Approve the agenda with any changes voiced including the lifting of items from the consent section for discussion.	
<b>1. Addendum:</b>	
<b>a.</b> _____	
<b>b.</b> _____	
<b>2. Deletions:</b>	
<b>a.</b> _____	
<b>b.</b> _____	
<b>H. REPORTS AND COMMUNICATIONS:</b>	
<b>1. Progress Reports</b>	
<b>a. Superintendent's Report</b>	
<b>1. CCT Update</b>	Demetrus Liggins
<b>2. ARP (ESSER) Report</b>	Soraya Matthews
<b>3. Operations &amp; Support</b>	Myron Thompson
<b>2. Remarks by Citizens (persons who have signed up to speak):</b>	
<b>Fayette County Board of Education Policy 01.45 states,</b>	
"...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..."	
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.

**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.

**b.** 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. ROUTINE MATTERS:**

Minutes from Board meetings

**1.** Minutes of the July 12, 2021 Planning Work Session

#### **J. CONSENT ITEMS:**

**1.** Award of Bids/Proposals

Myron Thompson/Kyna Koch

**2.** Declaration of Surplus

Myron Thompson

**3.** Post Approval Report

Rodney Jackson

**4.** Special and Other Leave of Absence

Rodney Jackson

**5.** Requests from Principals for Extended Trips

Chiefs of Schools

**6.** Professional Leave by District Personnel

Jennifer Dyar

**7.** Approval of Five (5) Waiver Requests of 702 KAR 4:180 Related to Computer Classrooms, Administrative Area, Total Square Footage, Efficiency Factor, and Band/Orchestra Storage for the Construction of the New Middle School on Polo Club Boulevard BG# 21-176

Myron Thompson

**8.** Approval of a Proposed Change Order (No. Fifteen) to the Contract for the Construction of the New Tates Creek High School BG# 20-082

Myron Thompson

**9.** Approval of a Proposed Change Order (No. Sixteen) to the Contract for the Construction of the New Tates Creek High School BG# 20-082

Myron Thompson

**10.** Approval of a Proposed Change Order (No. Seventeen) to the Contract for the Construction of the New Tates Creek High School BG# 20-082

Myron Thompson

**11.** Approval of a Proposed Change Order (No. Eighteen) to the Contract for the Construction of the New Tates Creek High School BG# 20-082

Myron Thompson

**12.** Approval of the BG-1 Project Application and Design Consultant for the Replacement of a Portable Classroom Unit at Morton Middle School BG# 22-045

Myron Thompson

**13.** Approval of Contract with Williams Scotsman, Inc. for the Replacement of a Portable Classroom Unit at Morton Middle School BG# 22-045

Myron Thompson

#### **K. ACTION ITEMS:**

1. Job Descriptions for Occupational Therapist and Physical Therapist	Jennifer Dyar
2. Contract - NWEA	Kate McAnelly/Brooke Stinson
3. Contract - Illuminate Education	Kate McAnelly/Brooke Stinson
4. Contract - CogAT/Iowa	Kate McAnelly/Brooke Stinson
5. Contract - ECU English Learners Endorsement Program	Lori Bowen
6. 2021-2022 Athletic Handbooks Revisions	James McMillin
7. Contract - Central KY Riding for Hope (The Stables)	James McMillin
8. District Assurances	Ann Sampson-Grimes

#### L. INFORMATIONAL ITEMS

1. Personnel Changes	Jennifer Dyar
2. Biannual Construction Report (as of June 30, 2021)	Myron Thompson
3. Indirect Cost Rate Approval and Adoption FY2022	Rodney Jackson
4. School Activity Funds Report	Rodney Jackson
5. Budget Transfer Report	Ann Sampson-Grimes
6. Interfund Transfer Report	Ann Sampson-Grimes

#### 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 26, 2021 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

#### 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.

**RECORD OF BOARD PROCEEDINGS****(MINUTES)**

Fayette County Board of Education Planning Meeting  
July 12, 2021

The Fayette County Board of Education met in Room 150 of the John D. Price Administration Building located at 450 Park Place, Lexington, KY, 40511 at 5:30 p.m. on July 12, 2021 with the following members present:

**Attendance Taken at: 5:29 PM**

**Present Board Members:**

Ms. Amy Green

Mr. Tom Jones

Ms. Christy Morris

Mr. Tyler Murphy

Ms. Stephanie Aschmann Spires

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**Administration Present**

Marlene Helm, Acting Superintendent

Shelley Chatfield, General Counsel

Kate McAnelly, Chief Academic Officer

Schuronda Morton, Acting Senior Director of Leadership

Myron Thompson, Chief Operating Officer

Kyna Koch, Interim Chief Financial Officer

**A. CALL TO ORDER**

Mr. Tyler Murphy called the meeting to order at 5:30 p.m.

**A. 1. Roll Call****B. EXTEND WELCOME TO GUESTS**

Mr. Tyler Murphy extended a welcome to guests at the planning work session.

**C. MOMENT OF SILENCE****D. PLEDGE OF ALLEGIANCE****E. READING OF MISSION STATEMENT**



80738

## **F. APPROVAL OF AGENDA**

### **1. Addendum:**

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

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

### **2. Deletions:**

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

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

## **G. INTRODUCTIONS, RECOGNITIONS AND PROCLAMATIONS:**

### **1. Recognitions**

The Board recognized former board members Daryl Love and Ray Daniels for their dedication and years of service and accomplishments.

## **H. REPORTS AND COMMUNICATIONS:**

### **1. Progress Reports**

#### **a. Superintendent's Report**

Acting Fayette County Public Schools Superintendent Marlene Helm extended a welcome to all guests at the planning work session and provided an overview of the agenda for the action meeting on July 26.

### **1. Academic Services**

### **2. Operations & Support**

### **2. Remarks by Citizens (persons who have signed up to speak):**

#### **a. There are two opportunities for the public to address the Board:**

## **I. ROUTINE MATTERS:**

### **1. Minutes of the June 28, 2021 Regular Board Meeting**

**Motion Passed:** *A motion to approve the minutes of the July 12, 2021 planning work session passed with a motion by Ms. Stephanie Aschmann Spires and a second by Ms. Christy Morris.*

Ms. Amy Green	Yes
Mr. Tom Jones	Yes
Ms. Christy Morris	Yes
Mr. Tyler Murphy	Yes
Ms. Stephanie Aschmann Spires	Yes

## **J. CONSENT ITEMS:**

### **J.1. Award of Bids/Proposals**

### **J.2. Declaration of Surplus**

### **J.3. Post Approval Placeholder**

### **J.4. Special and Other Leave of Absence**

### **J.5. Approval of Five (5) Waiver Requests of 702 KAR 4:180 Related to Computer Classrooms, Administrative Area, Total Square Footage, Efficiency Factor, and Band/Orchestra Storage for the Construction of the New Middle School on Polo Club Boulevard BG# 21-176**

**J.6. Approval of a Proposed Change Order (No. Fifteen) to the Contract for the Construction of the New Tates Creek High School BG# 20-082**

**J.7. Approval of a Proposed Change Order (No. Sixteen) to the Contract for the Construction of the New Tates Creek High School BG# 20-082**

**J.8. Approval of a Proposed Change Order (No. Seventeen) to the Contract for the Construction of the New Tates Creek High School BG# 20-082**

**J.9. Approval of a Proposed Change Order (No. Eighteen) to the Contract for the Construction of the New Tates Creek High School BG# 20-082**

**J.10. PLACEHOLDER -- Approval of the BG-1 Project Application and Design Consultant for the Replacement of a Portable Classroom Unit at Morton Middle School BG# 22-045**

**J.11. Approval of Contract with Williams Scotsman, Inc. for the Replacement of a Portable Classroom Unit at Morton Middle School BG# 22-045**

## **K. ACTION ITEMS:**

### **1. Contract - Four Point Education Partners**

**Discussion:** Acting Chief Financial Officer Kyna Koch provided information on the Four Point Education Partners contract.

**Motion Passed:** *A motion to approve a contract with Four Point Education Partners for a follow-up review of the district, passed with a motion by Ms. Amy Green and a second by Ms. Christy Morris.*

Ms. Amy Green	Yes
Mr. Tom Jones	No
Ms. Christy Morris	Yes
Mr. Tyler Murphy	Yes
Ms. Stephanie Aschmann Spires	Yes

### **2. Professional Leave by District Personnel**

**Motion Passed:** *A motion to approve the Professional Leave as indicated passed with a motion by Ms. Stephanie Aschmann Spires and a second by Ms. Amy Green.*

Ms. Amy Green	Yes
Mr. Tom Jones	Yes
Ms. Christy Morris	Yes
Mr. Tyler Murphy	Yes
Ms. Stephanie Aschmann Spires	Yes

### **3. Job Description for Chief Financial Officer**

**Motion Passed:** *A motion to approve the revised job description for Chief Financial Officer passed with a motion by Ms. Amy Green and a second by Ms. Stephanie Aschmann Spires.*

**80740**

Ms. Amy Green	Yes
Mr. Tom Jones	Yes
Ms. Christy Morris	Yes
Mr. Tyler Murphy	Yes
Ms. Stephanie Aschmann Spires	Yes

**L. PLANNING DISCUSSION:**

**1. Job Descriptions for Occupational Therapist and Physical Therapist (Action for Regular Meeting)**

**Discussion:** Human Resources Director Jennifer Dyar provided information on proposed changes to the job descriptions for occupational therapist and physical therapist.

**2. Contract - NWEA (Action for Regular Meeting)**

**3. Contract - Illuminate Education (Action for Regular Meeting)**

**4. Contract - CogAT/Iowa (Action for Regular Meeting)**

**5. Contract - EKV English Learners Endorsement Program (Action for Regular Meeting)**

**6. 2021-2022 Athletic Handbooks Revisions (Action at Regular Meeting)**

**Discussion:** Chief of High Schools James McMillin provided updates on the proposed revisions to the 2021-2022 Athletic Handbook.

**7. Contract - Central KY Riding for Hope (The Stables) (Action for Regular Meeting)**

**8. District Assurances (Action for Regular Meeting)**

**Discussion:** Director of Budget and Financial Planning Ann Sampson-Grimes provided information on the district assurances.

**M. INFORMATIONAL ITEMS**

**1. Personnel Changes**

**2. Biannual Construction Report (as of June 30, 2021)**

**3. Indirect Cost Rate Approval and Adoption FY2022 Placeholder**

**4. School Activity Funds Placeholder**

**5. Budget Transfer Report**

**6. Interfund Transfer Report**

**N. ORAL COMMUNICATIONS:****1. Public****2. Board Request Summary**

- a. \_\_\_\_\_
- b. \_\_\_\_\_
- c. \_\_\_\_\_

**3. Other Business****a. Board Discussion of Board Work****b. Staff****O. MOTION MAKING AGENDA PART OF THE OFFICIAL BOARD MINUTES:**

**Motion Passed:** *A motion to make the agenda dated July 12, 2021 on which action has been taken a part of the minutes as copies in the minutes verbatim passed with a motion by Ms. Stephanie Aschmann Spires and a second by Ms. Christy Morris.*

Ms. Amy Green	Yes
Mr. Tom Jones	Yes
Ms. Christy Morris	Yes
Mr. Tyler Murphy	Yes
Ms. Stephanie Aschmann Spires	Yes

**P. CLOSED SESSION:****1. Reconvene in Open Session****Q. ADJOURNMENT:**

**Motion Passed:** *A motion to adjourn the meeting at 6:38 p.m. passed with a motion by Ms. Amy Green and a second by Ms. Christy Morris.*

Ms. Amy Green	Yes
Mr. Tom Jones	Yes
Ms. Christy Morris	Yes
Mr. Tyler Murphy	Yes
Ms. Stephanie Aschmann Spires	Yes

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Tyler Murphy, Board Chair

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Marlene Helm, Acting Superintendent and  
Secretary to the Board



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FAYETTE COUNTY PUBLIC SCHOOLS

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

**MEETING: Regular**

**DATE: 7/26/2021**

**TOPIC: Award of Bids/Proposals**

**PREPARED BY: Matt Moore, Logistical Services & Purchasing**

**Recommended Action on: 7/26/2021  
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**

## **AWARD OF BIDS/PROPOSALS**

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. RFP 16-21 Produce	1. TSMSSDC 2. Commerce Lexington 3. SBA 4. NAVOBA 5. KYPTAC 6. ORVWBC 7. B2Gnow 8. Vendor Registry	Child Nutrition	2
2. RFP 19-21 Auxiliary Security Services	1. TSMSSDC 2. Commerce Lexington 3. SBA 4. NAVOBA 5. KYPTAC 6. ORVWBC 7. B2Gnow 8. Vendor Registry	Risk Management and Safety	6

<b>CONTRACT EXTENSIONS</b>	<b>VENDOR</b>	<b>DEPARTMENT</b>	<b>YEAR OF CONTRACT RENEWAL</b>
1. Bid 17-17 Fire Extinguisher and Hood Suppression System Services	Collins Fire Protection	Risk Management and Safety	4
2. Bid 02-20 Engine Oil	Apollo Lubricants	Transportation	2
3. Bid 36-18 Refuse Dumpster Services	Republic Services of Kentucky LLC	Plant Operations	3
4. Bid 28-20 Construction Dumpster Services	Rumpke of Kentucky	Plant Operations	1

## **AWARD OF BIDS/PROPOSALS**

### **1. RFP 19-21 Produce**

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

This RFP is used by Child Nutrition for purchasing fresh produce to be used daily in the school lunch program. There were two responses to the solicitation with Child Nutrition recommending the RFP be awarded to Papanias Produce which had the most lower priced items.

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

Papanias ###				Creation Gardens		
Item Description	Unit Price	Local Pricing when available	Local Pricing w/ Case Size (Count)	Unit Price	Local Pricing when available	Local Pricing w/ Case Size (Count)
Apple, Gala	\$33.50			\$28.00		
Apple, Golden Delicious	\$31.50			\$28.00		
Apple, Granny Smith	\$36.50			\$29.00		
Apple, Red Delicious	\$27.50			\$28.00		
Apple, Local, KY grown, Variety	\$34.50	\$34.50	Bushel	\$32.00	\$46.00	KY
Bananas	\$21.00			\$19.50		
Bananas	\$5.25			\$6.50		
Broccoli	\$1.57			\$1.55		
Broccoli	\$22.10	\$17.50	14 ct	\$21.00	\$38.96	1 + 1/9 bu 25#
Cabbage, Red	\$0.60	\$0.60	50#	\$0.55	\$1.60	lb
Cabbage, Red, Shredded	\$5.65	\$5.65	4/5#	\$4.95	\$18.00	4/5 #
Cantaloupe	\$1.99	\$2.25	each	\$2.50	\$3.64	each
Carrots	\$0.65			\$0.96		
Carrots, Baby IND	\$24.75			\$22.50		
Carrots, Match Sticks	\$5.25			\$4.75		
Carrots, Sticks	\$9.75			\$6.50		
Cauliflower	\$1.65			\$2.90		
Celery	\$0.90			\$1.75		
Celery, Stix	\$9.45			\$7.00		
Cilantro	\$0.60			\$0.65		
Coleslaw Mix	\$4.65			\$4.75		
Cucumber	\$19.45			\$16.50		
Cucumber	\$0.43	\$0.43	24ct	\$0.50	\$20.78	24ct
Grapefruit	\$35.50			\$34.50		
Grapes, Red Seedless	\$27.45			\$25.00		

Grapes, White Seedless	\$31.15			\$27.00		
Honeydew	\$3.25			\$3.95		
Jicama Sticks	\$17.50			\$14.95		
Kiwi	\$17.60			\$15.50		
Lemon	\$0.20			\$0.49		
Limes	\$0.20			\$0.49		
Lettuce, Chopped Romaine	\$20.50			\$3.95		
Lettuce, Chopped Romaine	\$3.50			\$21.00		
Lettuce, Leaf	\$0.90			\$1.75		
Lettuce, Romaine	\$23.50			\$27.50		
Lettuce, Romaine	\$0.99			\$1.75		
Lettuce, Shredded	\$4.50			\$5.25		
Onion, Diced	\$6.50			\$5.25		
Onion, Green	\$0.35			\$0.46		
Onion, Red	\$0.62			\$0.95		
Onion, Yellow	\$0.35			\$0.85		
Oranges	\$31.50			\$29.95		
Parsley	\$0.45			\$0.60		
Pears, Green	\$40.00			\$33.95		
Pepper, Green	\$0.40	\$0.40	Bushel	\$0.80	\$6.49	5#
Pepper, Orange	\$1.18			\$1.99		
Pepper, Red	\$0.68			\$1.95		
Potato, 100 ct.	\$18.00			\$16.00		
Potatoes, 90 ct.	\$19.00			\$16.00		
Radish	\$0.65			\$1.60		
Spinach, Clipped, Cleaned	\$4.75			\$5.20		
Squash, Summer	\$0.80	\$0.80	5/9 Bu	\$0.80	\$1.00	each
Strawberry	\$19.00	\$24.40	4qt	\$19.00	\$57.14	10.5#
Tomatoes, Cherry	\$21.75	\$21.75	12pt	\$18.50	\$22.43	12/1 pts
Tomatoes, Extra Large 5x6	\$20.45	\$13.00	10#	\$22.00	26.50/46.75	greenhouse/field
Tomatoes, Extra Large 5x6	\$0.95	\$1.30	10#	\$1.55	1.75/2.60	greenhouse/field
Watermelon	\$4.25	\$3.60	each	\$6.50	\$5.25	each
Zucchini	\$0.80	\$0.80	5/9 Bu	\$0.75	\$1.00	each

Total lower priced items	30	14		26	0	
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**Contract Period: August 1, 2021 through July 31, 2022 with option for annual renewal**



**PROPOSAL:**

Item	Amount	Funding Source	Recurring/ Nonrecurring	Measurable Expected Impact and Timeline
Produce	Last year's expenditure was approximately \$159,400.00	Food Service Accounts	Recurring	Will provide produce to school cafeterias for the 2021-2022 school year

**Funding Key:** Food Service Accounts

**STAFF CONTACTS:** Gwen Medley, Child Nutrition

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

**RECOMMENDATION:** A motion is in order to:  
"Award contract to Papanias Produce."

## 2. RFP 19-21 Auxiliary Security Services

### **BACKGROUND AND RATIONALE:**

The Department of Risk Management and Safety sent out an RFP for security ambassadors to work the metal detectors for several schools. There were six responses to the evaluation. A committee of 4 staff evaluated and scored each response. The highest two scores are recommended for award. The RFP has the option to renew the contract on an annual basis pending Board approval for up to five years.

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

	<b>Average Score</b>
Falu Corporation MVBE	661.25
Helping Hands MBE	367.5
SBSMC MWBE ###	<b>942.5</b>
Greenes Investigations MVBE ###	<b>830</b>
Guardian Security	757.5
Alert Patrol Inc	750

**Contract Period: July 1, 2021 through June 30, 2022 with option for annual renewal**

### **PROPOSAL:**

<b>Item</b>	<b>Amount</b>	<b>Funding Source</b>	<b>Recurring / Nonrecurring</b>	<b>Measurable Expected Impact and Timeline</b>
Security Services	Last year's expenditure was approximately \$185,000.00	SAFE	Recurring	Immediate impact to enable FCPS to have workers at metal detectors at FCPS schools

**Funding Key:** SAFE

**STAFF CONTACT:** Amy Boatman, Associate Director of Safety and Security

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

**RECOMMENDATION:** A motion is in order to  
"Award contracts to SBSMC for Lafayette, The Learning Center and STEAM/ Success Academy and Greene's Investigations for Tates Creek and Henry Clay.

## **APPROVAL FOR CONTRACT EXTENSIONS**

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

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

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

#### **Vendor:**

Collins Fire Protection

**Contract Term: August 1, 2021 and ending July 30, 2022**

#### **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	FY 2021 amount spent is \$51,365.00	920 134 0433	Recurring	Immediate impact as mandated by state and federal regulations and for the protection and safety of FCPS employees, students and buildings

#### **Funding Key:**

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

#### **STAFF CONTACTS:**

Jeff Harris, Risk Management and Safety

#### **POLICY REFERENCE:**

KRS 45A.365.

#### **RECOMMENDATION:**

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

## 2. RFP 02-20 Engine Oil

### **BACKGROUND AND RATIONALE:**

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

### **Vendor:**

Apollo Lubricants LLC

**Contract Term: August 1, 2021 and ending January 31, 2022**

### **PROPOSAL:**

Item	Amount	Funding Source	Recurring/ Nonrecurring	Measurable Expected Impact and Timeline
Engine Oil	FY 2021 amount spent is \$12,000.00	901 1 096 0661	Recurring	Will permit FCPS to continue to operate its transportation fleet with the service required to support the educational process

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

**STAFF CONTACT:** Joseph Campbell, Transportation

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

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

### 3. Bid 36-18 Refuse Dumpster Service

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

FCPS owns dumpsters located at all schools and administrative buildings. It is important to have a contract that allows a company to empty, clean and maintain the dumpsters. The bid gives the option to renew on an annual basis for up to five years pending Board approval. Republic has requested to renew the contract with a slight increase in per pick up price. This would be the third renewal.

#### **Vendor:**

Republic Services

**Contract Period: September 1, 2021 through August 31, 2022**

#### **PROPOSAL:**

Item	Amount	Funding Source	Recurring/ Nonrecurring	Measurable Expected Impact and Timeline
Refuse Dumpster Services	FY 2021 amount spent is \$168,250.00	001 1 853 0421	Recurring	Allows for timely removal of refuse from FCPS dumpsters.

**Funding Key:** 001- District Wide, 1 – General Fund, 853 – District Wide Financial Services, 0421 – Sanitation Services

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

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

**RECOMMENDATION:** A motion is in order to:  
“Extend the contract for one year with Republic Services”.

#### **4. Bid 28-20 Construction Dumpster Services**

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

This contract provides service to FCPS for construction dumpsters for the Division of Physical Support Services. Dumpsters are used daily for disposal of construction debris, auto parts from the bus garage and grounds maintenance debris, etc. The bid included the option to extend the contract on an annual basis for up to five years pending approval by the Board. Rumpke has requested to renew the contract with a slight increase in per pick up price. This would be the first extension.

##### **Vendor:**

Rumpke of Kentucky

**Contract Period: September 1, 2021 through August 31, 2022**

##### **PROPOSAL:**

<b>Item</b>	<b>Amount</b>	<b>Funding Source</b>	<b>Recurring/ Nonrecurring</b>	<b>Measurable Expected Impact and Timeline</b>
Construction Dumpster Services	FY 2021 amount spent is \$24,500.00	001 1 853 0421	Recurring	Will permit the District to continue operation without unacceptable disruption to the services required to support the educational process

**Funding Key:** 001- District Wide, 1 – General Fund, 853 – District Wide Financial Services, 0421 – Sanitation Services

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

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

**RECOMMENDATION:** A motion is in order to:  
“Extend the contract for one year with Rumpke.”



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FAYETTE COUNTY PUBLIC SCHOOLS

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

**MEETING: Regular**

**DATE: 7/26/2021**

**TOPIC: Declaration of Surplus**

**PREPARED BY: Matt Moore, Logistical Services & Purchasing**

**Recommended Action on: 7/26/2021**

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

**Superintendent Prior Approval: No**

**Recommendation/Motion: Approve the declaration of surplus for the listed items, and authorize disposal pursuant to the referenced policy.**

**Background/Rationale: The department of Plant Operations has three vehicles that have surpassed their lifecycle and need 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**

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

### **BACKGROUND AND RATIONALE:**

The department of Plant Operations has three trucks that have surpassed their lifecycle that need to be declared surplus. 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.

O-37 - 2008 Ford F-350, VIN 1FTWF31R28EC83278, 134,345 miles, body in rough shape, coolant leak, exhaust issues

M-22 – 2006 Chevy 3500, VIN 1GBJC34U76E193077, 121,407 miles, rusted brake lines, wiring issues, rusted and damaged bed, check engine light on

M-28 – 2004 Chevy 3500, VIN 1GBJC34U14E205950, 127,964 miles, floorboard rusted out, brake lines rusted, shifter cable broke, check engine light on, rust in 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.”



## **ACTIONS FOR POST APPROVAL AND CLAIMS**

July 26, 2021

Check #

356377 – 356540 AP062921 .....	\$3,259,379.14
356541 – 356542 AP062921 .....	\$600.00
356543 – 356543 AP070121 .....	\$4,750.00
356544 – 356602 AP071221 .....	\$2,437,100.08
356603 – 356678 AP070921 .....	\$1,038,634.77
EFT 90068269 – 90068356 AP062921 .....	\$925,200.99
EFT 90068357 – 90068453 AP062921 .....	\$626,780.50
EFT 90068454 – 90068454 AP061821 .....	\$1,360,183.44
EFT 90068455 – 90068471 AP071221 .....	\$182,610.56
EFT 90068472 – 90068501 AP071221 .....	\$53,221.39
EFT 90068502 – 90068531 AP070921 .....	\$2,172,358.51
EFT 90068532 – 90068581 AP070921 .....	\$389,252.38
EFT 90068582 – 90068582 AP070921 .....	\$160,051.26

**POST APPROVAL TOTAL FOR JULY 12, 2021 .....\$12,610,123.02**

356679 – 356749 AP072621 .....	\$1,637,796.55
EFT 90068583 – 90068623 AP072621 .....	\$142,649.36
EFT 90068624 – 90068654 AP072621 .....	\$138,505.12

**POST APPROVAL TOTAL FOR JULY 26, 2021 .....\$1,918,951.03**

**TOTAL CLAIMS AND POST APPROVALS FOR JULY 2021 .....\$14,529,074.05**

Bank Transfer to cover Payroll 071221 .....\$3,324,131.21

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

Word2017....



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FAYETTE COUNTY PUBLIC SCHOOLS

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

**MEETING: Regular**

**DATE: 7/26/2021**

**TOPIC: Post Approval Agenda**

**PREPARED BY: Rodney Jackson**

**Recommended Action on: 7/26/2021**

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

**Superintendent Prior Approval: No**

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

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

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

**Fiscal Impact: N/A**

**Attachments(s): One attachment**



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FAYETTE COUNTY PUBLIC SCHOOLS

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

**MEETING: Regular**

**DATE: 7/26/2021**

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

**PREPARED BY: Rodney Jackson**

**Recommended Action on: 7/26/2021**

**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 26, 2021 Board Agenda**

## **SPECIAL AND OTHER LEAVES OF ABSENCE**

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

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

Name	Location	Assignment	Effective Date
OLDROYD KRISTIN	CASSIDY ELEMENTARY	ELEMENTARY CLASSROOM INSTRUCTOR	04/07/21

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

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

Name	Location	Assignment	Effective Date
STEPHENSON PATRICIA	TATES CREEK ELEMENTARY	FOOD SERVICE ASSISTANT II	05/07/21



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FAYETTE COUNTY PUBLIC SCHOOLS

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

**MEETING: Regular**

**DATE: 7/26/2021**

**TOPIC: Requests From Principals for Extended Trips**

**PREPARED BY: Chiefs of Schools**

**Recommended Action on: 7/26/2021**

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

**Superintendent Prior Approval: No**

**Recommendation/Motion: Approve the extended trip requests as listed.**

**Background/Rationale:** These trips have been planned to enhance the education of participating students. Some of the trips involve educational projects while some are performance or competition events. All of the trips assist the students in dealing with people and events outside the ordinary realm of home and school. Each extended trip has been pre-planned and will be properly supervised. The itinerary for each trip, in addition to a list of participating students, has been included. Any trip taken during the school day must be educationally justified.

**Policy: 09.36 (School Related Student Trips)**

**Fiscal Impact: N/A**

**Attachments(s): July 26, 2021 Regular Meeting Agenda**

## REQUESTS FROM PRINCIPALS FOR EXTENDED TRIPS

### School/Organization

### Destination/Purpose

### Inclusive Dates

#### High Schools

*	Frederick Douglass High	Knoxville, TN	August 20-21
A	Volleyball Team	Knoxville Convention Center	(0 school days)
	Sponsor's name: Kate	Showdown at the Sunsphere	
	Topley. Additional	Tournament	
	chaperones 1. Students 14.		

*	Transportation by Parents and/or Sponsor
**	Transportation by Rental Van/Car
***	Transportation by Fayette County School Bus
****	Transportation by Commercial Airlines
*****	Transportation by Commercial Bus
A	Fayette County School Bus Unavailable
B	Comfort
/	Instructional Extended Trip

**RATIONALE:** These trips have been planned to enhance the education of participating students. Some of the trips involve educational projects while some are performance or competition events. All of the trips assist the students in dealing with people and events outside the ordinary realm of home and school. Each extended trip has been pre-planned and will be properly supervised. The itinerary for each trip, in addition to a list of participating students, has been included. Any trip taken during the school day must be educationally justified.

**POLICY REFERENCE:** 09.36 (School Related Student Trips)

**RECOMMENDATION:** A motion is in order to:

"Approve the extended trip requests as listed."



FAYETTE COUNTY PUBLIC SCHOOLS

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

**MEETING: Regular**

**DATE: 7/26/2021**

**TOPIC: Professional Leave District Personnel**

**PREPARED BY: Jennifer Dyar**

**Recommended Action on: 7/26/2021**

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

**Superintendent Prior Approval: Yes**

**Recommendation/Motion: A motion is in order to approve the professional leave as indicated.**

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

**Policy: 03.1911\03.2911**

**Fiscal Impact: \$4,731.83**

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

<b>Reimbursement Funding Source</b>	<b>Current Agenda</b>	<b>Year-to-Date</b>
Employee Self-Funded	\$0	\$0
General Funds	\$1282.10	\$2,469.00
Outside Third-Party Source	\$0	\$1,175.00
School Funds	\$0	\$2,035.00
IDEA Grant	\$0	\$0
Perkins Grant	\$0	\$
Title I Grant	\$0	\$0
Title II Grant	\$3,449.73	\$33,107.14
Title III Grant	\$0	\$0
Title IV Grant	\$0	\$0
Other Grants	\$0	\$
<b>TOTALS</b>	<b>\$4,731.83</b>	<b>\$39,513.14</b>

**PROFESSIONAL LEAVE BY DISTRICT PERSONNEL**  
**REGULAR MEETING**

**1 Professional Leave Request Recommended:**

<b><u>Professional Meeting</u></b>	<b><u>Staff Member</u></b>	<b><u>School</u></b>	<b><u>Substitute</u></b>	<b><u>Reimbursement Funding Sources</u></b>	<b><u>Total Cost</u></b>
<b>Location &amp; Dates</b> *KSBA School Board Conference Louisville, KY May 14-15, 2021 Work Days -0 <b>Purpose</b>	Christy Morris	Board	NO	Superintendent's Office	\$555.00
	To network with education administrators throughout Kentucky to exchange ideas.				
KASA Conference	Eric Hale	Bryan Station High		Title II	\$1,249.00
Louisville, KY	Seth Miller	Leestown Middle		Title II	\$1,074.73
July 27-30, 2021					
Work Days - 4					
<b>Purpose</b>	To network with education administrators throughout Kentucky to exchange ideas.				
2021 KOLA Fall Conference	Courtney Hill	IAKSS	NO	Gen Funds - Finance	\$727.10
Louisville, KY					
September 8-10, 2021					
Work Days - 3					
<b>Purpose</b>	To provide education and updates on occupational license tax in KY.				
American Orff Schulwerk	Rebecca Sepulvada	James L Allen Elem	Yes	Title II	\$1,126.00
Association National					
Conference					
North Charleston, SC					
November 2-6, 2021					
Work Days -4					
<b>Purpose</b>	To take part in ongoing learning in music education method targeted to elementary music.				





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

**MEETING:** Regular

**DATE:** July 26, 2021

**TOPIC:** Approval of Five (5) Waiver Requests of 702 KAR 4:180 Related to Computer Classrooms, Administrative Area, Total Square Footage, Efficiency Factor, and Band/Orchestra Storage for the Construction of the New Middle School on Polo Club Boulevard BG# 21-176

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

**Recommended Action on:** 7/26/2021  
Consent Item

**Superintendent Prior Approval:** No

**Recommendation/Motion:** Approve the five (5) waiver requests described below to the Kentucky Board of Education, pursuant to 702 KAR 4:180 related to the construction of the New Middle School on Polo Club Boulevard, subject to the approval of the Kentucky Department of Education, District Facilities Branch, per the provisions of 702 KAR 4:170:

1. Three (3) computer classrooms at 1,200 SF in lieu of four (4) computer classrooms at 900 SF.
2. Administrative area with a total of 5,541 SF.
3. Allow program to be recognized at 105,200 NSF, or 148,169 GSF using a 71% efficiency factor.
4. Allow wider corridors for a lower efficiency factor.
5. Allow for storage spaces for the Band and Orchestra rooms to be located within the Band and Orchestra rooms.

**Background/Rationale:** The construction of the New Middle School on Polo Club Boulevard is listed as priority 1a.3. on FCPS's 2017 (amended) District Facility Plan (DFP) of approximately 140,479 SF to serve 1,200 students. The Facility Programming and Construction Criteria set out in 702 KAR 4:170 requires specific standards for a typical middle school. Below are five (5) items requiring waivers:

**Waiver Request #1**

The model program lists four (4) Computer Classrooms at 900 SF each. Current plans contain three (3) Computer Classrooms at 1,200 SF each. Given this is a middle school, the Steering Committee elected to program the building with one Computer Classroom for each grade level and divide the square footage from the fourth model program classroom among the three grade-level rooms. This provides the building with a larger Computer Classroom for each grade level, while still meeting the total square footage from the KDE model program.

**Waiver Request #2**

The District is expanding its student support services. Therefore, more full-time, and part-time office space is required for district staff, such as mental health professionals and social service professionals. Additionally, these rooms have been designed to be more adaptable and flexible than a traditional row-and-columns desk arrangement and are identified as "flex" on the current drawings.

### **Waiver Request #3**

Due to the additional program space from Waiver Request #2, the District requests that the program be recognized at 105,200 NSF, or 148,169 GSF using a 71% efficiency factor. As such, the current design is under the 120% size threshold and within the regulations.

### **Waiver Request #4**

Since this is a middle school, the District has made a conscious decision to make the corridors wider and otherwise more navigable by students. The Steering Committee believes this will lower disciplinary issues such as bullying throughout the school.

### **Waiver Request #5**

The band and orchestra room storage spaces are located within the rooms themselves and not within a separate storage room. The Steering Committee has made a conscious decision to make the storage visible and therefore more observable by the staff.

**Policy:** 702 KAR 4:160

**Fiscal Impact:** N/A

**Attachment(s):** None

On motion by \_\_\_\_\_, seconded by \_\_\_\_\_, the Board approved the five (5) waiver requests described below to the Kentucky Board of Education, pursuant to 702 KAR 4:180 related to the construction of the New Middle School on Polo Club Boulevard, subject to the approval of the Kentucky Department of Education, District Facilities Branch, per the provisions of 702 KAR 4:170:

1. Three (3) computer classrooms at 1,200 SF in lieu of four (4) computer classrooms at 900 SF.
2. Administrative area with a total of 5,541 SF.
3. Allow program to be recognized at 105,200 NSF, or 148,169 GSF using a 71% efficiency factor.
4. Allow wider corridors for a lower efficiency factor.
5. Allow for storage spaces for the Band and Orchestra rooms to be located within the Band and Orchestra rooms.

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Tyler Murphy, Board Chair

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Superintendent



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FAYETTE COUNTY PUBLIC SCHOOLS

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

**MEETING:** Regular

**DATE:** July 26, 2021

**TOPIC:** Approval of a Proposed Change Order (No. Fifteen) to the Contract for the Construction of the New Tates Creek High School BG# 20-082

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

**Recommended Action on:** 7/26/2021  
Consent Item

**Superintendent Prior Approval:** No

**Recommendation/Motion:** Approve the proposed Change Order No. Fifteen to the contract with D.W. Wilburn, Inc. for the construction of the New Tates Creek High School, in the amount \$20,196.00 (Twenty Thousand, One Hundred Ninety-six Dollars), with an equivalent transfer of funds from Object Code 0840 to 0450, and a corresponding transfer of \$190.16 (One Hundred Ninety Dollars and Sixteen 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 a new Tates Creek High School is listed as priority 1.b.3. on FCPS's 2017 (amended) District Facility Plan. Tate Hill Jacobs produced final Construction Documents for bidding describing the new construction yielding a final project of approximately 304,354 SF (includes auxiliary gym) plus an additional 66,766 SF of shell space and basement, to serve 1,866 students. Bids were received on May 28, 2020 and construction began in July 2020. The Office of Facility Design & Construction, the design consultants and the local building code officials have reviewed the progress of the work. Changes to the original plans and specifications have been necessary in order to satisfy the requirements described below. Approval of these changes allows the work to be completed. The description and cost of these items are summarized as follows:

	Change to DPOs	Change to GC Contract	4.6% A/E FEE
<b>To correct deficient plans and specs:</b>			
• Provide labor, materials and equipment to add sinks to Band and Orchestra rooms; add:		\$11,786.00	\$0
• Provide labor, materials and equipment to modify sinks in Nursing, Media and Training rooms; add:		\$4,276.00	\$0
<b>To improve original plans and specs:</b>			
• Provide labor, materials and equipment to modify casework/sink/electric in Youth Service Center; add:		\$4,134.00	\$190.16
<b>Total Change Order No. Fifteen:</b>		<b>\$20,196.00</b>	
<b>Design consultant fees:</b>			\$190.16
<b>Total Cost:</b>		<b>\$20,386.16</b>	

A 5% contingency, plus additional \$50,000 general fund, (total \$3,598,550.00) is included in the project's available funds. There have been fourteen previous change orders on this project. The cost of the current and all changes orders represents a 1.36% 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	1053603	19079	0840	\$2,494,838.19

**Attachment(s): None**

On motion by \_\_\_\_\_, seconded by \_\_\_\_\_, the Board approved the proposed Change Order No. Fifteen to the contract with D.W. Wilburn, Inc. for the construction of the New Tates Creek High School, in the amount \$20,196.00 (Twenty Thousand, One Hundred Ninety-six Dollars), with an equivalent transfer of funds from Object Code 0840 to 0450, and a corresponding transfer of \$190.16 (One Hundred Ninety Dollars and Sixteen 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.

\_\_\_\_\_  
Tyler Murphy, Board Chair

\_\_\_\_\_  
Superintendent



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FAYETTE COUNTY PUBLIC SCHOOLS

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

**MEETING:** Regular

**DATE:** July 26, 2021

**TOPIC:** Approval of a Proposed Change Order (No. Sixteen) to the Contract for the Construction of the New Tates Creek High School BG# 20-082

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

**Recommended Action on:** 7/26/2021  
Consent Item

**Superintendent Prior Approval:** No

**Recommendation/Motion:** Approve the proposed additive Change Order No. Sixteen to the contract with D.W. Wilburn, Inc. for the construction of the New Tates Creek High School, in the amount of \$4,797.00 (Four Thousand, Seven Hundred Ninety-seven Dollars), with an equivalent transfer of funds from Object Code 0840 to 0450, and a corresponding transfer of \$257.46 (Two Hundred Fifty-seven Dollars and Forty-six 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 a new Tates Creek High School is listed as priority 1.b.3. on FCPS's 2017 (amended) District Facility Plan. Tate Hill Jacobs produced final Construction Documents for bidding describing the new construction yielding a final project of approximately 304,354 SF (includes auxiliary gym) plus an additional 66,766 SF of shell space and basement, to serve 1,866 students. Bids were received on May 28, 2020 and construction began in July 2020. The Office of Facility Design & Construction, the design consultants and the local building code officials have reviewed the progress of the work. Changes to the original plans and specifications have been necessary in order to satisfy the requirements described below. Approval of these changes allows the work to be completed. The description and cost of these items are summarized as follows:

	Change to DPOs	Change to GC Contract	4.6% A/E FEE
<b>To improve original plans and specs:</b>			
• Provide labor, materials and equipment to delete enviro controls at freezer/cooler; deduct:		(\$800.00)	\$0
• Provide labor, materials and equipment to add direct view LED video wall in Cafeteria; add:		\$5,597.00	\$257.46
<b>Total Change Order No. Sixteen:</b>		<b>\$4,797.00</b>	
<b>Design consultant fees:</b>			<b>\$257.46</b>
<b>Total Cost:</b>			<b>\$5,054.46</b>

A 5% contingency, plus additional \$50,000 general fund, (total \$3,598,550.00) is included in the project's available funds. There have been fifteen previous change orders on this project. The cost of the current and all changes orders represents a 1.37% 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	1053603	19079	0840	\$2,474,452.03

**Attachment(s): None**

On motion by \_\_\_\_\_, seconded by \_\_\_\_\_, the Board approved the proposed additive Change Order No. Sixteen to the contract with D.W. Wilburn, Inc. for the construction of the New Bates Creek High School, in the amount of \$4,797.00 (Four Thousand, Seven Hundred Ninety-seven Dollars), with an equivalent transfer of funds from Object Code 0840 to 0450, and a corresponding transfer of \$257.46 (Two Hundred Fifty-seven Dollars and Forty-six 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.

\_\_\_\_\_  
Tyler Murphy, Board Chair

\_\_\_\_\_  
Superintendent



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FAYETTE COUNTY PUBLIC SCHOOLS

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

**MEETING:** Regular

**DATE:** July 26, 2021

**TOPIC:** Approval of a Proposed Change Order (No. Seventeen) to the Contract for the Construction of the New Tates Creek High School BG# 20-082

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

**Recommended Action on:** 7/26/2021  
Consent Item

**Superintendent Prior Approval:** No

**Recommendation/Motion:** Approve the proposed additive Change Order No. Seventeen to the contract with D.W. Wilburn, Inc. for the construction of the New Tates Creek High School, in the amount of \$16,473.00 (Sixteen Thousand, Four Hundred Seventy-three Dollars), with an equivalent transfer of funds from Object Code 0840 to 0450, and a corresponding transfer of \$757.76 (Seven Hundred Fifty-seven Dollars and Seventy-six 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 a new Tates Creek High School is listed as priority 1.b.3. on FCPS's 2017 (amended) District Facility Plan. Tate Hill Jacobs produced final Construction Documents for bidding describing the new construction yielding a final project of approximately 304,354 SF (includes auxiliary gym) plus an additional 66,766 SF of shell space and basement, to serve 1,866 students. Bids were received on May 28, 2020 and construction began in July 2020. The Office of Facility Design & Construction, the design consultants and the local building code officials have reviewed the progress of the work. Changes to the original plans and specifications have been necessary in order to satisfy the requirements described below. Approval of these changes allows the work to be completed. The description and cost of these items are summarized as follows:

	Change to DPOs	Change to GC Contract	4.6% A/E FEE
<b>To improve original plans and specs:</b>			
• Provide labor, materials and equipment to modify flooring in several spaces from rubber tile to sealed concrete and to modify type of rubber flooring in Weight Room #005; add:		\$16,473.00	\$757.76
<b>Total Change Order No. Seventeen:</b>		<b>\$16,473.00</b>	
<b>Design consultant fees:</b>			<b>\$757.76</b>
<b>Total Cost:</b>			<b>\$17,230.76</b>

A 5% contingency, plus additional \$50,000 general fund, (total \$3,598,550.00) is included in the project's available funds. There have been sixteen previous change orders on this project. The cost of the current and all changes orders represents a 1.39% 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	1053603	19079	0840	\$2,469,397.57

**Attachment(s): None**

On motion by \_\_\_\_\_, seconded by \_\_\_\_\_, the Board approved the proposed additive Change Order No. Seventeen to the contract with D.W. Wilburn, Inc. for the construction of the New Tates Creek High School, in the amount of \$16,473.00 (Sixteen Thousand, Four Hundred Seventy-three Dollars), with an equivalent transfer of funds from Object Code 0840 to 0450, and a corresponding transfer of \$757.76 (Seven Hundred Fifty-seven Dollars and Seventy-six 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.

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Tyler Murphy, Board Chair

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Superintendent





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FAYETTE COUNTY PUBLIC SCHOOLS

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

**MEETING:** Regular

**DATE:** July 26, 2021

**TOPIC:** Approval of a Proposed Change Order (No. Eighteen) to the Contract for the Construction of the New Tates Creek High School BG# 20-082

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

**Recommended Action on:** 7/26/2021  
Consent Item

**Superintendent Prior Approval:** No

**Recommendation/Motion:** Approve the proposed additive Change Order No. Eighteen to the contract with D.W. Wilburn, Inc. for the construction of the New Tates Creek High School, in the amount of \$152,239.00 (One Hundred Fifty-two Thousand, Two Hundred Thirty-nine Dollars), with an equivalent transfer of funds from Object Code 0840 to 0450, and a corresponding transfer of \$7,002.99 (Seven Thousand, Two Dollars and Ninety-nine Cents) for design consultant fees from Object Code 0840 to 0346, subject to the approval of the Kentucky Department of Education, District Facilities Branch, per the provisions of 702 KAR 4:160.

**Background/Rationale:** The construction of a new Tates Creek High School is listed as priority 1.b.3. on FCPS's 2017 (amended) District Facility Plan. Tate Hill Jacobs produced final Construction Documents for bidding describing the new construction yielding a final project of approximately 304,354 SF (includes auxiliary gym) plus an additional 66,766 SF of shell space and basement, to serve 1,866 students. Bids were received on May 28, 2020 and construction began in July 2020. The Office of Facility Design & Construction, the design consultants and the local building code officials have reviewed the progress of the work. Changes to the original plans and specifications have been necessary in order to satisfy the requirements described below. Approval of these changes allows the work to be completed. The description and cost of these items are summarized as follows:

	Change to DPOs	Change to GC Contract	4.6% A/E FEE
<b>To improve original plans and specs:</b>			
• Provide labor, materials and equipment to add Bi-Polar Ionization kits on 183 heat pumps; add:		\$152,239.00	\$7,002.99
<b>Total Change Order No. Eighteen:</b>		<b>\$152,239.00</b>	
<b>Design consultant fees:</b>			<b>\$7,002.99</b>
<b>Total Cost:</b>			<b>\$159,241.99</b>

A 5% contingency, plus additional \$50,000 general fund, (total \$3,598,550.00) is included in the project's available funds. There have been seventeen previous change orders on this project. The cost of the current and all changes orders represents a 1.62% 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	1053603	19079	0840	\$2,452,166.81

**Attachment(s): None**

On motion by \_\_\_\_\_, seconded by \_\_\_\_\_, the Board approved the proposed additive Change Order No. Eighteen to the contract with D.W. Wilburn, Inc. for the construction of the New Tate Creek High School, in the amount of \$152,239.00 (One Hundred Fifty-two Thousand, Two Hundred Thirty-nine Dollars), with an equivalent transfer of funds from Object Code 0840 to 0450, and a corresponding transfer of \$7,002.99 (Seven Thousand, Two Dollars and Ninety-nine Cents) for design consultant fees from Object Code 0840 to 0346, subject to the approval of the Kentucky Department of Education, District Facilities Branch, per the provisions of 702 KAR 4:160.

\_\_\_\_\_  
Tyler Murphy, Board Chair

\_\_\_\_\_  
Superintendent



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FAYETTE COUNTY PUBLIC SCHOOLS

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

**MEETING:** Regular

**DATE:** July 26, 2021

**TOPIC:** Approval of the BG-1 Project Application and Design Consultant for the Replacement of a Portable Classroom Unit at Morton Middle School BG# 22-045

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

**Recommended Action on:** 6/26/2021  
Consent Item

**Superintendent Prior Approval:** No

**Recommendation/Motion:** Approve a BG-1 Project Application for the replacement of a portable classroom unit (total 2 classrooms) at Morton Middle School in the amount of \$44,777.90 (Forty-four Thousand, Seven Hundred Seventy-seven Dollars and Ninety Cents) and approve Tate Hill Jacobs Architects as the design consultant, subject to the approval of the Kentucky Department of Education, District Facilities Branch, per the provisions of 702 KAR 4:160.

**Background/Rationale:** The portable classroom units used at all Kentucky school sites are subject to the same plan review and approval process that govern manufactured modular housing. The Kentucky Industrialized Building Systems (KIBS) program is operated under the Division of Code Enforcement within the Kentucky Department of Housing, Buildings and Construction (DHBC) in Frankfort. KDE requires that the BG-1 Project Application review process be followed for portable classroom units to be installed in the school district to serve both enrollment growth and school sites under renovation or construction.

Morton Middle School currently has a portable classroom unit (total 2 classrooms) that has exceeded its usable lifespan and is need of replacement. The design of the installation requires the involvement of an architect to prepare the plans required by the building code to be reviewed by DHBC and to obtain a building permit and certificate of occupancy. Based on their previous experience with FCPS facilities it has been determined that Tate Hill Jacobs Architects is the most qualified to serve as the project design consultant. The project design work will begin immediately. The schedule will be adjusted to allow time to obtain the appropriate approvals and the project will be completed as soon as possible. At this time the Board's approval is requested to allow this project to move forward. A preliminary cost estimate for the work has been completed in order to initiate a BG-1 Project Application as required by KDE.

Based on the rationale above, a BG-1 Project Application is required as follows:

	<b>Initial BG-1 Project Application Budget</b>
Total Construction Cost:	\$38,189.91
Architect/Engineer Fee:	\$2,500.00
Ky. Dept. Housing, Building & Construction Review Fee:	\$269.00
Contingencies:	\$3,818.99
<b>Total Estimated Cost:</b>	<b>\$44,777.90</b>

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

**Fiscal Impact:**

<u>Fund</u>	<u>Org. Code</u>	<u>Object</u>	<u>Project</u>
General Fund	9201407	0450	BOND

**Attachments(s):**        None

On motion by \_\_\_\_\_, seconded by \_\_\_\_\_, the Board approved a BG-1 Project Application for the replacement of a portable classroom unit (total 2 classrooms) at Morton Middle School in the amount of \$44,777.90 (Forty-four Thousand, Seven Hundred Seventy-seven Dollars and Ninety Cents) and approve Tate Hill Jacobs Architects as the design consultant, subject to the approval of the Kentucky Department of Education, District Facilities Branch, per the provisions of 702 KAR 4:160.

\_\_\_\_\_  
Tyler Murphy, Board Chair

\_\_\_\_\_  
Superintendent



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FAYETTE COUNTY PUBLIC SCHOOLS

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

**MEETING:** Regular

**DATE:** July 26, 2021

**TOPIC:** Approval of Contract with Williams Scotsman, Inc. for the Replacement of a Portable Classroom Unit at Morton Middle School BG# 22-045

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

**Recommended Action on:** 7/26/2021  
Consent Item

**Superintendent Prior Approval:** No

**Recommendation/Motion:** Approve a contract with Williams Scotsman, Inc. for the installation of a portable classroom unit (total 2 classrooms) at Morton Middle School in the amount of \$38,189.91 (Thirty-eight Thousand, One Hundred Eighty-nine Dollars and Ninety-one Cents), subject to the approval of the Kentucky Department of Education, District Facilities Branch, per the provisions of 702 KAR 4:160; and approve a lease with Williams Scotsman, Inc. of \$1,200.00 (One Thousand, Two Hundred Dollars) per month for a term of 12 (twelve) months with annual renewals, subject to review/approval of the FCPS General Counsel and KDE Legal prior to Superintendent's signature.

**Background/Rationale:** The portable classroom units used at all Kentucky school sites are subject to the same plan review and approval process that govern manufactured modular housing. The Kentucky Industrialized Building Systems (KIBS) program is operated under the Division of Code Enforcement within the Kentucky Department of Housing, Buildings and Construction (DHBC) in Frankfort. KDE requires that the BG-1 Project Application review process be followed for portable classroom units to be installed in the school district to serve both enrollment growth and school sites under renovation or construction.

Morton Middle School currently has a portable classroom unit (total 2 classrooms) that has exceeded its usable lifespan and is need of replacement. A BG-1 is being approved by the Board simultaneously with this contract/lease and in order to allow this project to complete prior to mid-September 2021, approval of the contract/lease is required, subject to review/approval of the FCPS General Counsel and KDE Legal. On May 24, 2021 a proposal was solicited from Williams Scotsman, Inc., as they provided the original portable unit that is being replaced, for the installation and lease of a portable classroom. Williams Scotsman, Inc. was previously approved by the Board via FCPS RFP #58-19:

Vendor	Installation Cost	Monthly Lease Cost (12 Months)
Williams Scotsman, Inc.	\$38,189.91	\$1,200.00 month

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

**Fiscal Impact:**

<u>Fund</u>	<u>Org. Code</u>	<u>Object</u>	<u>Project</u>
General Fund	9201407	0450	BOND

**Attachments(s):** Contract with Williams Scotsman, Inc.

On motion by \_\_\_\_\_, seconded by \_\_\_\_\_, the Board approved a contract with Williams Scotsman, Inc. for the installation of a portable classroom unit (total 2 classrooms) at Morton Middle School in the amount of \$38,189.91 (Thirty-eight Thousand, One Hundred Eighty-nine Dollars and Ninety-one Cents), subject to the approval of the Kentucky Department of Education, District Facilities Branch, per the provisions of 702 KAR 4:160; and approve a lease with Williams Scotsman, Inc. of \$1,200.00 (One Thousand, Two Hundred Dollars) per month for a term of 12 (twelve) months with annual renewals, subject to review/approval of the FCPS General Counsel and KDE Legal prior to Superintendent's signature.

\_\_\_\_\_  
Tyler Murphy, Board Chair

\_\_\_\_\_  
Superintendent



Williams Scotsman, Inc.  
6010 Fern Valley Road  
Louisville KY 40228

Your WillScot Representative  
McKenna Clark, Territory Sales Manager  
Phone: (502)776-3339  
Email: mckenna.clark@willscot.com  
Toll Free: 800-782-1500

Contract Number: 1479379  
Revision: 9  
Date: May 24, 2021

### Lease Agreement

Lessee: 0010464624  
FAYETTE COUNTY KY BD OF EDUCATION  
450 Park Place  
LEXINGTON, Kentucky 405011

Contact:  
Theresa Abrams  
461 Springhill Dr  
Lexington, KY 40503  
Phone: 859-381-3911  
Email: theresa.abrams@fayette.kyschools.us

Ship To Address:  
1225 Tates Creek Road  
LEXINGTON, KY 40502 US  
Delivery Date (on or about): 09/08/2021

### Rental Pricing Per Billing Cycle

	Quantity	Price	Extended
68x28 Classroom (64x28 Box)	1		\$1,200.00

Minimum Lease Billing Period: 12

Billing Cycle: Monthly Bill

Total Recurring Building Charges: \$1,200.00

Subtotal of Other Recurring Charges: \$0.00

Total Recurring Charges Per Billing Cycle: \$1,200.00

### Delivery & Installation

Skirting (L) - SmartPanel LF	184	\$12.86	\$2,366.24
Skirting (M) - SmartPanel LF	184	\$8.57	\$1,576.88
Ramp - Sale	1	\$7,437.50	\$7,437.50
Data Hub Sale	1	\$17,375.00	\$17,375.00
Block and Level	1	\$6,699.29	\$8,684.29
Delivery Freight	1	\$750.00	\$750.00

Total Delivery & Installation Charges: \$38,189.91

### Final Return Charges\*

Due On Final Invoice\*: \$0.00

Total Including Recurring Billing Charges, Delivery, Installation & Return\*\*: \$52,589.91

### Summary of Charges

Model: CL6828	Quantity: 1	Total Charges for(1) Building(s): \$52,589.91
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*Prepared by Matthew  
7-16-2021*



Williams Scotsman, Inc.  
6010 Fern Valley Road  
Louisville KY 40228

**Your WillScot Representative**  
McKenna Clark, Territory Sales Manager  
**Phone:** (502)776-3339  
**Email:** mckenna.clark@willscot.com  
**Toll Free:** 800-782-1500

**Contract Number:** 1479379  
**Revision:** 9  
**Date:** May 24, 2021

### Insurance Requirements Addendum

QTY	PRODUCT	EQUIPMENT VALUE/BUILDING	DEDUCTIBLE PER UNIT
1	CL6828	\$56329.00	\$4000.00

#### **Lessee:** FAYETTE COUNTY KY BD OF EDUCATION

Pursuant to the Williams Scotsman Lease Agreement and its Terms and Conditions ("Agreement"), a Lessee is obligated to provide insurance to Williams Scotsman, Inc. ("Lessor") with the following insurance coverage:

1. **Commercial General Liability Insurance:** policy of combined bodily injury and property damage insurance insuring Lessee and Lessor against any liability arising out of the use, maintenance, or possession of the Equipment. Such insurance shall be in an amount not less than \$1,000,000 per occurrence, naming the Lessor as Additional Insured and Loss Payee.
2. **Commercial Property Insurance:** covering all losses or damage, in an amount equal to 100% of the Equipment Value set forth in the Lease providing protection against perils included within the classification and special extended perils (all "risk" insurance), naming the Lessor as Additional Insured and Loss Payee.

#### **Commercial General Liability Insurance**

Lessee is providing Commercial General Liability Insurance in accordance with the requirements set forth in the Lease Agreement and Lessee shall provide a certificate of insurance in the manner and within the time frame set forth in the Agreement. If Lessee fails to deliver the required certificate of insurance, Lessee understands and agrees that the Lessor has the right to impose a missing insurance certificate fee.

#### **Commercial Property Insurance**

Lessee is providing Commercial Property Insurance in accordance with the requirements set forth in the Lease Agreement and shall provide a certificate of insurance in the manner and within the time frame set forth in the Agreement. If Lessee fails to deliver the required certificate of insurance, Lessee understands and agrees that the Lessor has the right to impose a missing insurance certificate fee.

**FOR INFORMATIONAL PURPOSE ONLY: Please forward this document to your insurance carrier.**

PM



**Clarifications**

**\*Final Return Charges are estimated and will be charged at Lessor's prevailing rate at time of return for any Lease Term greater than twelve (12) months. \*All prices exclude applicable taxes. All Lessees and Leases are subject to credit review.** In addition to the stated prices, customer shall pay any local, state or provincial, federal and/or personal property tax or fees related to the equipment identified above ("Equipment"), its value or its use. Lessee acknowledges that upon delivery of the Equipment, this Agreement may be updated with the actual serial number(s), delivery date(s), lock serial number(s), etc, if necessary and Lessee will be supplied a copy of the updated information. Prices exclude taxes, licenses, permit fees, utility connection charges, site preparation and permitting which is the sole responsibility of Lessee, unless otherwise expressly agreed by Lessor in writing. Lessee is responsible for locating and marking underground utilities prior to delivery and compliance with all applicable code requirements unless otherwise expressly agreed by the Lessor in writing. Price assumes a level site with clear access. Lessee must notify Lessor prior to delivery or return of any potentially hazardous conditions or other site conditions that may otherwise affect delivery, installation, dismantling or return of any Equipment. Failure to notify Lessor of such conditions will result in additional charges, as applicable. Physical Damage & Commercial Liability insurance coverage is required beginning on the date of delivery. Lessor is not responsible for changes required by code or building inspectors. Pricing is valid for thirty (30) days.

Please note the following important billing terms:

- In addition to the first billing period rental and initial charges, last billing period rent for building and other recurring rentals/services (excluding General Liability Insurance and Property Damage Waivers), will be billed on the initial invoice. Any amounts prepaid to Williams Scotsman will be credited on the final invoice. **\*LESSEE EXEMPT**
- Invoices are due on receipt, with a twenty (20) day grace period. Interest will be applied to all past due amounts. **\*LESSEE EXEMPT**
- Invoices are due on receipt, with a twenty (20) day grace period. Late fees will be applied to all past due amounts. **\*LESSEE EXEMPT**
- Williams Scotsman preferred method of payment is ACH. Payments made by check are subject to a Paper Check Fee, charged on the next invoice following payment by check. **\*LESSEE EXEMPT**
- Williams Scotsman preferred method of invoicing is via electronic transmission. Customers are encouraged to provide an email address or use BillTrust. Invoices sent standard mail are subject to a paper invoice fee, charged on the following invoice. **\*LESSEE EXEMPT**

Lessor hereby agrees to lease to Lessee and Lessee hereby agrees to lease from Lessor Modular Equipment and Value Added Products (as such items are defined in Lessor's General Terms & Conditions) selected by Lessee as set forth in this Agreement. All such items leased by the Lessee for purposes of this Lease shall be referred to collectively as the "Equipment". By its signature below, Lessee hereby acknowledges that it has read and agrees to be bound by the Lessor's General Terms & Conditions (5-4-21) located on Lessor's internet site (<https://www.willscot.com/About/terms-conditions>), **except that the beginning of section 12 of the terms and conditions shall be modified to add "to the extent allowed by law", which shall prevail in the event of a conflict with the above-referenced terms and conditions.** which are incorporated herein by reference and agrees to lease the Equipment from Lessor subject to the terms therein. Each party is authorized to accept and rely upon a facsimile signature, digital, or electronic signatures of the other party on this Agreement. Any such signature will be treated as an original signature for all purposes and shall be fully binding. The undersigned represent that they have the express authority of the respective party they represent to enter into and execute this Agreement and bind the respective party thereby.

**Invoicing Options (select one)**

[ ☐ ] Paperless Invoicing Option

Williams Scotsman prefers electronic invoicing, an efficient, convenient and environmentally friendly process. To avoid fees, provide us with the proper email address for your invoices

Corrected Email  
Address: \_\_\_\_\_

[ ☐ ] Standard Mail Option

Customer prefers to receive paper invoice via mail. Fees may apply. Invoices will be mailed to:

701 E MAIN ST STE 107  
LEXINGTON, Kentucky 40502

Enter a new billing address: 450 Park Place, Lexington, KY 40511

**Signatures**

Lessee: **FAYETTE COUNTY KY BD OF EDUCATION**

Lessor: **Williams Scotsman, Inc.**

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

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

Print Name: **Dr. Demetrus Liggins**

Print Name: \_\_\_\_\_

Title: **Superintendent**

Title: \_\_\_\_\_

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

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

PO#: \_\_\_\_\_

*PM*



FAYETTE COUNTY PUBLIC SCHOOLS

October 5, 2020

William Scotsman Inc  
6010 Fern Valley Rd  
Louisville, KY 40228

SUBJECT: Extension of RFP 58-19 Portable Leasing

Dear William Scotsman Inc:

The current contract that you hold for RFP 58-19 Portable Leasing is scheduled to expire on November 30, 2020. On page 10, item 5 of the RFP it states, "Contract may be renewed for additional one (1)-year terms, up to a total of five (5) years subject to approval of both The Board and successful bidder."

Fayette County Public Schools intends to take this contract at the same price level and conditions to the FCPS Board for extension. ***If approved by the Board***, the extended expiration date of the contract would be November 30, 2021.

Please indicate your willingness to renew or wish to cancel the contract by checking the appropriate box, signing this letter and returning it to [matthew.moore@fayette.kyschools.us](mailto:matthew.moore@fayette.kyschools.us).

This contract was awarded to multiple vendors therefore this extension is available to all vendors that were awarded the contract. If you wish to not extend the current contract the contract may still be extended to the other vendors and may not be bid this year.

Sincerely,

FCPS Purchasing Department  
859-381-3885



Extend Contract



Cancel contract on current Expiration Date

Signature

*Scott Eppard*

Name

*Scott Eppard*

Title

*BOC*

Date

*10/19/2020*

**WILLIAMS SCOTSMAN, INC. LEASE AGREEMENT TERMS & CONDITIONS (05/5/2021)**

1. All capitalized terms used and not otherwise defined herein, will have the meanings set forth in the Lease Agreement or other Addenda or Amendments thereto. As used in these terms and conditions, the following definitions shall apply:

“**Lease Agreement**” The “Lease Agreement” and these “Lease Agreement Terms and Conditions” along with any “Addenda” or “Amendments” thereto together comprise the “Lease Agreement” between the parties.

“**Modular Equipment**” shall mean the trailer(s) and/or relocatable, modular, and/or other prefabricated structure(s) supplied by Lessor.

“**Ancillary Products**” shall mean any and all other products or services which are selected by Lessee and provided by Lessor which are offered for rental with, included in, attached to, or appurtenant to the Modular Equipment, and set forth in this Lease Agreement.

“**Equipment**” shall collectively mean the Modular Equipment and the Ancillary Products provided to Lessee by Lessor under this Lease Agreement.

2. **True Lease.** The Lease Agreement is a true lease and not an agreement for sale; and the Equipment is movable, personal property of Lessor and not a fixture. Lessee shall not obtain any ownership interest in the Equipment.

3. **Commitment of Resources.** By signing this Lease Agreement, Lessee authorizes Lessor to proceed with the order for the Equipment, and agrees that Lessor may immediately begin incurring costs in preparing the Equipment for Lessee’s use. In the event Lessee terminates this Lease Agreement or wrongfully rejects Equipment prior to the commencement of the Minimum Lease Term, Lessee shall be responsible for the payment to Lessor of: a) the costs incurred by Lessor for labor, materials and work executed up to Lessor’s receipt of written notice of termination; b) storage related charges attributable to failed delivery; and c) rent for the Minimum Lease Term.

4. **Delivery; Acceptance; Delay.** Within 48 hours of delivery, Lessee shall inspect the Equipment and notify Lessor in writing of any defects. Unless Lessor receives timely written notice from Lessee, Lessee is deemed to have accepted the Equipment. If delivery of the Equipment is delayed through no fault of Lessor for a period of more than thirty (30) days from the delivery date set forth in the Lease Agreement, Lessee shall pay Lessor a storage fee equal to 50% of the Total Rental Charges for each thirty (30) day period of delay, or portion thereof, until the Equipment is delivered, in addition to any other rent, charges and fees due. Any such storage fees shall not affect commencement of the Minimum Lease Term.

5. **Term of Lease; Extension.** The term of this Lease Agreement begins on the date of delivery of the Equipment and ends on the last day of the Minimum Lease Term or the Extension Period (“Term”). Lessee has no right to cancel or terminate this Lease prior to the Expiration of the Minimum Lease Term. Acceptance of Equipment returned to Lessor prior to expiration of the Minimum Lease Term or any Extension Period does not constitute a release of Lessee’s rental obligations. If Lessee nonetheless prematurely terminates this Lease, Lessee unconditionally agrees to pay a termination/cancellation fee equal to the remaining payments for the unfulfilled Minimum Lease Term, any applicable charges for services or modifications performed by Lessor to make the Equipment ready for Lessee’s use, and any applicable charges related to Ancillary Products, plus the Final Return Charges. Lessor reserves the right to charge fuel surcharges at its discretion. At the end of the Minimum Lease Term or Extension Period, Lessee shall be responsible for any Final Return Charges including, but not limited to, dismantle and return freight charges, fuel surcharges, charged at Lessor’s then prevailing rate at the time of surrender. Lessor has the right to require Lessee to prepay the rental for the last month and return freight and knockdown charges. At the end of the Minimum Lease Term, this Lease Agreement is automatically extended on a month-to-month basis on the same terms and conditions until the Equipment is returned to Lessor (the “Extension Period”); except that Lessee’s rental rate shall be automatically adjusted to Lessor’s then prevailing renewal rental rate and Lessor can change or increase any other fee due under the Lease Agreement. After the end of the Minimum Term, either party can terminate this Lease Agreement on thirty (30) days written notice.

6. **Site Suitability; Inspection.** Lessee shall bear the sole responsibility for, and bear any costs necessary to prepare or remediate Lessee’s site to ensure its suitability and stability for placement of the Equipment. Please visit the Site Suitability Addendum to these Terms and Conditions at [www.willscot.com](http://www.willscot.com) for specific site suitability requirements. **LESSEE SHALL NOT STACK THE MODULAR EQUIPMENT UNLESS LESSOR HAS PROVIDED CONSENT TO SUCH STACKING IN WRITING.**

7. **Use; Maintenance; Condition.** Lessee shall use the Equipment solely for commercial business purposes and assumes all responsibility for any and all licenses, permits, certificates, clearances, consents, or approvals as may be required for Lessee’s lawful use, installation, operation, possession and occupancy of the Equipment, including without limitation utility locates, and Lessee shall pay the cost and expenses and comply with all laws rules, regulations and orders of local, state, and federal governmental authorities. This is an absolute net lease. Lessee is solely responsible for routine maintenance, including without limitation janitorial services, pest control, changing of HVAC filters, light bulbs, and ballasts, cleaning (by qualified HVAC technicians only) the HVAC condenser and evaporator coils, refilling HVAC refrigerant, and removal of water, ice and snow from and about the Equipment. Lessee shall, at its sole cost, keep the Equipment clean, in good repair and safe operating condition at all times during the Term in accordance with the Williams Scotsman Service Guide, which Lessee acknowledges receipt. Lessee shall not make any changes in, or to the Equipment and shall not remove any identifying insignia affixed to the Equipment without Lessor’s consent. Lessee shall keep the Modular Equipment properly ventilated and shall not allow any condition to exist that allows standing water to accumulate in, on, or under the Equipment. Damage, deterioration, or contamination of the Equipment due to water exposure is not considered ordinary wear and tear. Lessee is solely responsible for damage due to settling, or caused by moisture or water. Lessor has the right to inspect the Equipment at any time upon reasonable notice, unless due to emergency. If Lessor believes the Equipment to be misused or neglected, Lessor may, with written notice, declare the Lease Agreement in default and repossess the Equipment at Lessee’s sole cost. Lessee assumes full responsibility for any Ancillary Products and/or other items missing from the Equipment upon return. Any special requirements with respect to the Equipment shall be handled on a case-by-case basis. Lessor makes no representations as to the Equipment’s compliance with the laws, codes, or requirements of any jurisdiction. Lessee agrees that the Equipment leased hereunder will not be occupied by any person other than Lessee, its agents, employees, or invitees and will not be used for residential or dormitory purposes. **[For Equipment delivered in California: PURSUANT TO CALIFORNIA CIVIL CODE SECTION 1938 LESSEE IS HEREBY NOTIFIED THAT THE EQUIPMENT LEASED HEREUNDER HAS NOT UNDERGONE AN INSPECTION BY A CERTIFIED ACCESS SPECIALIST (CASP).]**

8. **Ancillary Products.** Lessee understands that some Ancillary Products originate from third-party suppliers. If Ancillary Products are leased, Lessee’s sole remedies for defects arising during the lease term shall be against the manufacturer thereof, pursuant to the terms of the manufacturer’s written warranty, if any. Lessee acknowledges and is fully aware of the potential hazards in using the Ancillary Products, and agrees to assume all risk. **WILLIAMS SCOTSMAN DOES NOT OFFER ANY EXPRESS WARRANTY ON ANCILLARY PRODUCTS AND DISCLAIMS ANY IMPLIED WARRANTIES ON ANCILLARY PRODUCTS, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

9. **Hazardous Materials.** Lessee shall not have present, any Hazardous Materials, as such term is defined under the law of any jurisdiction, in, on, under, or near the Equipment, unless Lessor shall have first consented in writing to such presence of Hazardous Materials, in which case Lessee shall be solely responsible for handling and disposing of such Hazardous Materials in accordance with applicable law. Lessee shall bear the cost for any necessary testing, inspection, or decontamination of the Equipment determined to be necessary by Lessor. If the Equipment cannot be decontaminated, the Equipment shall be deemed a Total Loss and Lessee assumes full responsibility for the Equipment including the disposal thereof, and shall pay Lessor the Equipment Value as set forth on the Lease Order Agreement plus all applicable Taxes and Fees in accordance with Section 14 herein.

10. **Rent; Fees; Taxes; Late Charges.** Rent for the Equipment begins to accrue upon delivery of the Equipment (the “Delivery Date”). Lessee shall be billed on a 28- day cycle in advance (“Billing Cycle”) at the Rate stated in this Lease Agreement during the Minimum Lease Term, and at the Rate established by Lessor during any Extension Period. Lessor shall not prorate any fraction of a billing cycle. Lessee shall be solely liable for any and all (i) sales and use tax, rental tax, gross receipts tax, transaction privilege tax, value-added tax, goods and services tax, and similar transactional taxes (“Sales Taxes”), (ii) ad valorem, real property, and ownership tax/personal property taxes (“Property Taxes”), and (iii) related third-party fees, other fees and charges (“OFC”) and expenses (“Fees”) (the items set forth in clauses (i), (ii), and (iii), hereinafter referred to as “Taxes and Fees”). Lessee shall pay, or shall reimburse, Lessor for any Taxes and Fees related to the Equipment, and its value, use, or operation or levied against or based upon the amounts paid or to be paid under this Lease Agreement. **ANY AMOUNTS NOT PAID WHEN DUE SHALL BE SUBJECT TO AN INTEREST CHARGE OF 1½% PER BILLING CYCLE,**

**OR THE MAXIMUM AMOUNT PERMITTED BY LAW, OF THE AMOUNT IN ARREARS FOR THE PERIOD SUCH AMOUNT REMAINS UNPAID, PLUS AN ADMINISTRATIVE LATE CHARGE OF \$35.00 PER BILLING CYCLE FOR EACH BILLING CYCLE THE INVOICE REMAINS UNPAID. Late charges and fees** Lessor may apply any payment from Lessee against any obligation due and owing by Lessee under this Lease Agreement. Lessor may accept any payment irrespective of endorsement and deposit same without prejudice to its right to recover the balance. Lessee's obligation, without prior notice or demand, to pay rent and all other amounts due hereunder shall be unconditional and not subject to any set off or reduction for any reason whatsoever. Invoices are issued solely for Lessee's convenience. ELECTRONIC BILLING IS THE LESSOR'S PREFERRED BILLING METHOD. LESSEE SHALL PROVIDE A VALID ELECTRONIC MAIL ADDRESS FOR RECEIVING INVOICES. LESSOR'S PREFERRED PAYMENT METHOD IS ACH. LESSOR RESERVES THE RIGHT TO CHARGE AN ADMINISTRATIVE FEE FOR PAPER INVOICE, PAPER CHECK OR SPECIAL BILLING REQUESTS.

**11. No Liens.** Lessee shall keep the Equipment free and clear of any and all claims, liens, security interests, encumbrances, or attachments.

**12. Indemnity; Defense.** Lessee agrees to indemnify, defend, and hold harmless Lessor, its shareholders, parents, subsidiaries, affiliates, directors, officers, employees, subcontractors, agents, and invitees, from and against any and all losses, claims, costs, and attorneys' fees and expenses, arising out of or related to: (a) any loss or damage to the Equipment or any part or component thereof; (b) the death of, injury to, illness of, or damage to the property of, any person or party related to or arising out of the delivery, installation, use, possession, condition, return, or repossession or relocation (by other than Lessor's employees and/or subcontractors) of the Equipment; and/or (c) the failure of Lessee to maintain and/or correctly and lawfully use the Equipment. Lessee shall give Lessor immediate notice of any claim or liability hereby indemnified against. The duty to defend pursuant to this section is independent from the duty to indemnify, arises immediately upon the presentation of a claim by any party, and exists regardless of whether fault is ultimately apportioned to Lessor by any forum.

**13. Loss; Damage.** Lessee assumes the risk of all loss and damage to the Equipment from all causes. Upon the occurrence of the total loss of any or all of the Equipment, to such an extent as to make the repair thereof uneconomical (in Lessor's sole opinion), Lessor shall declare the relevant Equipment a "Total Loss". In the event of a Total Loss of the Modular Equipment, Lessee shall pay Lessor on the next date for the payment of rent: the rent then due; plus the value of the Modular Equipment (the "Equipment Value") as stipulated in the Lease Agreement; plus the value of all destroyed Ancillary Products; less all insurance proceeds actually paid and/or assigned to Lessor from insurance maintained by Lessee; plus all applicable Taxes and Fees and/or transfer taxes (together the "Total Loss Amount"). Upon Lessor's receipt of the Total Loss Amount, Lessee's lease obligation will terminate and Lessor will transfer available ownership documents to the Modular Equipment to Lessee, unless Lessor agrees in writing to dispose of the Modular Equipment and any destroyed Ancillary Products at Lessee's sole cost and expense. In the event of loss or damage to any or all of the Equipment that does not constitute a Total Loss, Lessee, at its sole cost and expense, shall pay or reimburse Lessor, to the extent Lessor has not been paid or reimbursed from insurance maintained by Lessee, for the repair of such damage as directed by Lessor to the condition required by this Lease Agreement. Any loss or damage to any or all of the Equipment shall not reduce or otherwise abate Lessee's obligation to pay all rental payments when due.

**14. Insurance.** Lessee's responsibility for the Equipment begins immediately upon delivery. Unless Lessee has elected in writing to participate in Lessor's Property Damage Waiver Program and/or Commercial General Liability Program and pays the required additional fees, Lessee shall carry during the entire Minimum Lease Term and Extension Period liability and property insurance as follows: (A) General Liability Insurance: A policy of combined bodily injury and property damage insurance insuring Lessee and Lessor against any liability arising out of the use, maintenance, or possession of the Equipment. Such insurance shall be in an amount not less than \$1,000,000 per occurrence. (B) Property Insurance: A policy of insurance covering all loss or damage to the Equipment, including flood and earthquake, for not less than 100% of the Equipment Value and the Ancillary Products value as established by Lessor for the full term of the Lease Agreement. (C) General. (1) Lessee's insurance for the Equipment shall be issued by insurance companies satisfactory to Lessor. Such insurance shall be primary, and any other coverage carried by the Lessor shall be excess and non-contributory. Within ten (10) days after the delivery of the Modular Equipment, Lessee shall provide Lessor with evidence of the required insurance and naming Lessor as Additional Insured and Loss Payee. The evidence of insurance must provide Lessor with thirty (30) days prior written notice of any cancellation or termination. Any proceeds of such insurance shall be paid to Lessor and shall be applied to the replacement of the Equipment, or payment of monies due under this Lease Agreement, at the option of Lessor. Lessee shall comply with all requirements of the insurance underwriters or any governmental authority. (2) Lessee shall pay a Missing or Expired Evidence fee for each month that Lessee fails to timely provide the required evidence of insurance for property coverage or for liability coverage. Such fees shall be calculated by Lessor at its then-prevailing rate(s). Payment of Missing or Expired Evidence fees shall not provide Lessee with any insurance coverage, nor excuse Lessee from performing its obligations under Sections 12 & 13.

**15. Defaults; Remedies.** Each of the following shall constitute an "Event of Default": (1) failure to make any payment within ten (10) days after its due date; (2) failure to perform any other term of this Lease Agreement; (3) abandonment of the Equipment; (4) material misrepresentation or false statement of fact by Lessee; or (5) default under any other agreement with Williams Scotsman. (B) Upon the occurrence of an Event of Default, Lessor may declare this Lease Agreement to be in default, and thereafter may exercise any of the following remedies: (1) Declare immediately due and payable the rent for the Minimum Lease Term and any Extension Period thereof, together with all other unpaid rent, fees, taxes, and charges (including but not limited to delay/storage fees and/or termination charges under this Lease Agreement and/or any other agreement with Williams Scotsman); (2) Repossess and/or retain any or all of the Equipment free of all rights and claims of Lessee without notice, without legal process or judicial intervention, and without releasing Lessee of any term, covenant or condition provided herein and Lessee grants Lessor access and permission to enter the property on which the Equipment is located to remove the Equipment and Lessor shall have the right to remove any locks on the Equipment; (3) Sell or dispose of any of the Equipment, whether or not in Lessor's possession, in a commercially reasonable manner and apply the net proceeds of such disposition, after deducting all costs, to the obligations of Lessee with Lessee remaining liable for any deficiency; (4) Terminate this Lease Agreement and/or any other agreement with Lessor; and/or (5) Exercise any other remedy available to Lessor at law. Lessor's waiver of any Event of Default shall not constitute a waiver of any other Event of Default or a waiver of any term or condition of this Lease Agreement. No right or remedy referred to herein is intended to be exclusive and each may be exercised concurrently or separately and from time to time. In the event of repossession, Lessee waives any bond posting requirement. If Lessor repossesses the Equipment, and the Equipment contains any property owned or possessed by Lessee, then Lessee authorizes Lessor to take possession and remove and dispose of such property and Lessee shall have no claim against Lessor for such property.

**16. Return of Equipment; Termination of Lease.** At the end of the Minimum Lease Term or any Extension Period, Lessee shall take all actions necessary to make the Equipment available to Lessor for recovery using Lessor's standard equipment and process, including without limitation removing all personal property of Lessee, leaving any Ancillary Products in the Equipment, opening/unlocking any enclosure, and providing full access to the site and Equipment. Lessee shall bear all additional charges incurred as a result of any impediment to Lessor's recovery of the Equipment. Lessee shall provide Lessor with at least thirty (30) days advance written notice of the return of the Equipment. In the event Lessee does not provide thirty (30) days advance written notice of the return of the Equipment and such earlier pick-up of the Equipment is requested by Lessee (and can be effected by Lessor), Lessee shall reimburse Lessor for any related costs associated with the immediate pick-up of the Equipment. The Equipment shall be returned to Lessor in the same condition as delivered to Lessee, reasonable ordinary wear and tear excepted. Termination will become effective only when the Equipment has been returned to Lessor as herein provided and Lessee has paid Lessor all unpaid rental and other charges applicable to the Equipment. Lessee hereby consents to entry by Lessor or its designees upon the premises where the Equipment may be located for return or repossession of the Equipment. Lessor shall not be responsible for site restoration, including without limitation restoration of plants or landscaping. Lessor shall not be liable for any damage to any personal property left in or on the Equipment or for keeping or storing any personal property of Lessee left in or on the Equipment. Such property will be deemed abandoned by Lessee. Any accessories and additions to the returned Equipment shall be deemed to be part of the Equipment and the property of Lessor. Notwithstanding anything to the contrary herein, Lessee shall reimburse Lessor for any and all costs incurred related to the return of the Equipment and in repairing cleaning, or otherwise restoring the Equipment to its condition when delivered in accordance with Lessor's standard rates.

**17. Limited Warranty.** For as long as Lessee timely makes all payments due hereunder, Lessor warrants throughout the Term that it will repair structural or mechanical defects in the Equipment (excluding HVAC filters, fire extinguishers, fuses/breakers, light bulbs, or other ordinary course repairs or maintenance), provided that Lessee notifies Lessor in writing of any defects, malfunctions, or leaks within two (2) business days of the occurrence thereof. In any event, the liability of Lessor shall be limited solely to the repairing of defects in the Equipment. Lessor shall have no liability for the repair of any defect or condition resulting from Lessee's relocation of the Equipment, utilities connection, alteration of the Equipment, use of the Equipment for a purpose for which it was not intended, vandalism, misuse of the Equipment, excessive wear and tear, failure to properly maintain the HVAC system and/or failure to provide timely notice to Lessor. The repair of the Equipment by Lessor due to a defect or condition resulting from any of the preceding causes shall

result in additional charges to Lessee. **EXCEPT AS SPECIFICALLY PROVIDED HEREIN, LESSOR DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, RELATED TO THE EQUIPMENT AND ANY MAINTENANCE OR REPAIR WORK PERFORMED BY LESSOR INCLUDING ANY WARRANTIES OF MERCHANTABILITY, SUITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THERE ARE NO CONDITIONS, COVENANTS, AGREEMENTS, REPRESENTATIONS, WARRANTIES OR OTHER PROVISIONS, EXPRESS OR IMPLIED, COLLATERAL, STATUTORY OR OTHERWISE, RELATING TO THE SUBJECT MATTER HEREOF EXCEPT AS PROVIDED HEREIN OR UNLESS EXPRESSLY CONSENTED TO IN WRITING BY BOTH LESSOR AND LESSEE.**

**18. Limitation of Liability.** Lessee's exclusive remedies for Lessor's breach of this Lease are limited to those set forth in this Lease Agreement. Lessee agrees that under no circumstances shall Lessor's liability exceed the total rental amount for the Minimum Lease Term (excluding taxes). **NOTWITHSTANDING ANY OTHER PROVISION HEREIN, LESSOR SHALL HAVE NO LIABILITY LIQUIDATED, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, COSTS, OR EXPENSES, INCLUDING WITHOUT LIMITATION LOST USE, PROFITS, OR BUSINESS OPPORTUNITIES, ARISING FROM THIS LEASE AGREEMENT, THE EQUIPMENT, THE WRITTEN WARRANTY, OR ANY OTHER CAUSE OR FACTOR.**

**19. Miscellaneous.** (a) Time is of the essence with respect to this Lease Agreement. (b) This Lease Agreement, when signed by both parties, constitutes the entire agreement between the parties, superseding and replacing all prior documents and representations with respect to the subject matter hereof. It may only be amended by a document signed by both parties. The terms of any documents submitted by Lessee are superseded and replaced in their entirety by the terms and conditions of this Lease Agreement and shall have no binding effect upon Lessor, its agents, and its employees. Acknowledgement by Lessor of any Lessee documents shall be only for Lessee's billing purposes only. (c) Lessee shall not assign this Lease Agreement or sublet the Equipment without the prior written consent of Lessor. This Lease Agreement shall be binding upon any assignee or successor of Lessee. Lessor may assign any of its rights, remedies, responsibilities, and/or obligations hereunder without notice to Lessee. Lessor reserves the right to charge Lessee and Lessee agrees to promptly pay for any Equipment, material or labor furnished by Lessor which is not described in this Lease Agreement and/or in the Williams Scotsman Proposal, if applicable ("Extra Work"); (d) If any provision of this Lease Agreement is deemed unenforceable for any reason, then such provision shall be deemed stricken and shall not affect the enforceability of any of its other provisions. Notwithstanding anything contained herein to the contrary, if it should be determined by a court of competent jurisdiction that any indemnification or other protection afforded to an indemnitee under Section 12 would be in violation of or otherwise prohibited by any applicable law, then Section 12 shall automatically be deemed to be amended in a manner which provides the maximum indemnification and other protections to such indemnitee consistent with such applicable law. (e) The obligations of Lessee under Sections 3, 4, 5, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 18, 18 and 19 which accrue upon execution of this Lease Agreement, shall survive the termination of this Lease Agreement. (f) If Lessee fails to perform any of its obligations hereunder, Lessor shall have the right to substitute performance; the amount of any out-of-pocket and other reasonable expenses of Lessor incurred in connection with such performance shall be payable by Lessee upon demand. Failure of Lessor to exercise any right or remedy herein, or the waiver by Lessor of any breach, shall not be construed as thereafter waiving any such terms, covenants, conditions, rights, or remedies. (g) Lessor shall not be responsible for delays beyond its control. (h) The delivery, installation, takedown, return and/or any work related to the Equipment as agreed to by Lessor and Lessee in the Lease Order Agreement or any amendment thereto will be performed by Lessor using its standard workforce and labor rates unless otherwise agreed to in writing by Lessor prior to the placement of the order for the Equipment. Lessee agrees that Lessor may use Lessor subcontracted workers for the performance of any work.. (i) Lessee irrevocably appoints Lessor or its agents or assigns as Lessee's attorney-in-fact to execute any UCC financing statements, documents, checks, and drafts related to the payment of any loss, damage, or defense under policies of insurance required by this Lease Agreement. (j) this Lease Agreement shall be governed by and interpreted under Maryland law. All legal actions arising out of or related to this Lease Agreement shall be filed and conducted exclusively in a state or federal court in Maryland. Lessor hereby reserves its common law right of offset. Lessee hereby waives any and all rights to or claims of sovereign immunity and Lessee waives any and all rights granted under the UCC. **LESSEE HEREBY WAIVES ANY AND ALL RIGHTS TO A TRIAL BY JURY OF ANY CLAIM ARISING IN CONNECTION WITH THIS LEASE AGREEMENT.** (k) Lessee will pay all costs and expenses, including reasonable attorney's fees, incurred by Lessor in enforcing any terms, covenants and indemnities provided herein. (l) Each party is hereby authorized to accept and rely upon a facsimile signature or electronic signature of the other party on this Lease Agreement or any Amendment hereto, or on counterpart copies of the foregoing documents. Any such signature shall be treated as an original signature for all purposes. (l) Each party is hereby authorized to accept and rely upon documents in paper or electronic format. (m) Lessor may amend these terms and conditions from time-to-time and such amended terms shall be effective thirty (30) days after notice is provided to Lessee. If Lessee does not object in writing to such amended terms before their effective date, such terms shall be deemed to take precedence.

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

**MEETING: Regular**

**DATE: 7/26/2021**

**TOPIC: Job Descriptions**

**PREPARED BY: Jennifer Dyar**

**Recommended Action on: 7/26/2021**

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

**Superintendent Prior Approval:**

**Recommendation/Motion: A motion is in order to approve the revised job descriptions for Occupational Therapist and Physical Therapist.**

**Background/Rationale: Revisions to the job descriptions of Occupational Therapist and Physical Therapists were needed in order to align with legal requirements and best practices related to school based therapy as well as the addition of the measures of success and world language components.**

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

**Fiscal Impact: \$0**

**Attachments(s): Job Description**



## OCCUPATIONAL THERAPIST

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**TITLE:** Occupational Therapist

**REPORTS TO:** Director for Special Education

**SUPERVISES:** N/A

**JOB FUNCTION:** To provide occupational therapy assessments and services that are necessary for the student to benefit from his/her special education program.

### MEASURES OF SUCCESS:

- 
- Supports students' abilities to participate in daily school activities (academic and non-academic outcomes, including, but not limited to social skills, math, reading, writing, social skills, behavior management, self-help skills, prevocational/vocational skills) and make progress on individual goals, as evidenced by student progress data.
  - Increase students' abilities to access the school environment and succeed in school by working in collaboration with other district staff and parents as evidenced by data review.

### PERFORMANCE DUTIES AND RESPONSIBILITIES:

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- Conduct individual assessments for referred individuals (which may include developmental level, sensorimotor, neuromuscular, fine motor, perceptual, self-help, and pre-vocational skills) to assist the Admission and Release Committee with determining whether there is an educationally significant need for physical therapy.
- Prepare written evaluations, maintain records, and prepare reports concerning individual students. Review the reports to ensure compliance with established laws, regulations, procedure, and licensure.
- Interpret results of the occupational therapy assessment to the parents and appropriate personnel.

## OCCUPATIONAL THERAPIST

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- Develop long-term and annual goals based on the assessment to enhance motor development, improve self-help skills, and to improve classroom function.
- Develop treatment plan to implement the therapy goals. Provides activity suggestions for the classroom and the home, when appropriate. Maintain communication with the parents and school staff to help integrate the goals into the student's IEP.
- Assist teachers and parents in techniques for positioning, handling, relaxation, feeding, and self-help skills; assists parents and teachers in modifying the environment and providing appropriate activities.
- Determine, recommend, and operate a variety of therapeutic equipment, train others in the use of the therapeutic equipment, when necessary and oversee equipment and architectural modifications which will allow the student to function more independently.
- Remain current concerning technological advances and other matters concerning occupational therapy and attend and participate in seminars and professional learning.
- Document pupil progress and maintains appropriate data/records pertaining to occupational therapy services, including record keeping, random moment time samples and peer reviews required for School Based Medicaid services.
- 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:

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### KNOWLEDGE OF:

- Principles and techniques of occupational therapy.



## OCCUPATIONAL THERAPIST

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- Laws and regulations concerning medical records and therapeutic services.
- Neurology, anatomy, neuroanatomy and physiology.
- Crafts including materials and equipment required, analysis of physical requirements, analysis of exercise or other contributions as treatment for special disabilities, contraindications for use as treatment for specific disability or when other conditions exist.
- Methods, materials, and equipment used to alter existing or fabricate specialized equipment.
- Safety precautions including hazards associated with client's specific activities.
- Oral and written communication skills.
- Public speaking techniques.
- Research techniques.
- Record-keeping techniques.
- Principles of training and supervising staff.
- Health and safety regulations.
- Interpersonal skills using tact, patience and courtesy.
- CPR.

### KNOWLEDGE AND ABILITIES:

#### ABILITY TO:

- Provide occupational therapy to eligible individuals.
- Determine and evaluate treatment.
- Plan, prepare, and make oral presentations.
- Communicate effectively with families of handicapped individuals.
- Establish and maintain cooperative and effective working relationships with others.
- Maintain records and prepare reports.
- Monitor and evaluate equipment needs.
- Prepare written evaluations and review medical and therapy reports.
- Train, consult and supervise others related to the provision of occupational therapy supports.
- Read, interpret, apply and explain rules, regulations, policies and procedures.
- Maintain current knowledge of related technological advances and other matters.
- Lift heavy objects.
- Operate office and therapeutic equipment.
- Prioritize and schedule work.
- Meet schedules and time lines.
- Observe health and safety regulations.

## OCCUPATIONAL THERAPIST

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- Perform CPR as required.

### 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, up to 30 pounds.

### EDUCATION AND EXPERIENCE:

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- Graduate of an accredited four year occupational therapy program with successful completion of six months internship and two years experience working in pediatric, physical or occupational therapy.

### LICENSES AND OTHER REQUIREMENTS:

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- Valid Occupational Therapy license issued by the State of Kentucky.

*Original Date: 02/1995*

*Revision Date: 07/2011*

*Revision Date: 07/2012*

*Revision Date: 07/2021*

## **JOB DESCRIPTION**

### **PHYSICAL THERAPIST**

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State Job #8291

**TITLE:** Physical Therapist

**REPORTS TO:** Director for Special Education

**SUPERVISES:** N/A

**JOB FUNCTION:** To provide physical therapy to students in the public school setting.

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

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- Supports students' abilities to participate in daily school activities by focusing on functional mobility and safe, efficient access and participation in educational activities and routines in natural learning environments in order to make progress on individual goals, as evidenced by individual student progress data.
- Increase students' abilities to access the school environment and succeed in school by working in collaboration with other district staff and parents as evidenced by data review.

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

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- Obtain necessary background medical information on each student and maintain on-going communication with medical personnel, when appropriate, regarding orthotics and adaptive equipment needs of the student.
- Conduct individual assessment of pupils (to include developmental level, status of sensorimotor, neuromotor and musculoskeletal systems, self-help skills equipment needs, and pre-vocational skills) to assist the Admission and Release Committee with determining whether there is an educationally significant need for physical therapy.
- Prepare written evaluations, maintain records, and prepare reports concerning individual students. Review the reports to ensure compliance with established laws, regulations, procedure, and licensure.

## JOB DESCRIPTION

### PHYSICAL THERAPIST

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- Develop goals and objectives based on assessment to enhance motor development and/or prevent secondary problems and/or enhance classroom or vocational function.
- Develop plan to implement individual student goals which includes activities at school, home, or in the community, exercises if indicated, and any equipment needs. Interact with parents and school personnel to integrate these physical therapy goals and plans into the individual educational program.
- Interpret the physical therapy assessment, goals, and program to parents and school personnel and assist them in modifying environments and providing appropriate activities.
- Focus services on the training of parents and classroom teachers in techniques of positioning, relaxation, handling, transfers, motor development, pre-vocational skills, dressing, and feeding.
- Assist students in gaining functional independence to more completely benefit from the educational environment
- Remain current concerning technological advances and other matters concerning physical therapy and attend and participate in seminars and professional learning.
- Recommend equipment and architectural modifications which will allow pupils to function more independently; oversee proper use and maintenance of equipment in the physical therapy program.
- Document pupil progress and maintains appropriate data/records pertaining to physical therapy services, including record keeping, random moment time samples, and peer reviews required for School Based Medicaid services.
- 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.

**PHYSICAL THERAPIST**

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**KNOWLEDGE AND ABILITIES:**

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**KNOWLEDGE OF:**

- Principles and techniques of physical therapy.
- Laws and regulations concerning medical records and therapeutic services.
- Neurology, anatomy, neuroanatomy and physiology.
- Crafts including materials and equipment required, analysis of physical requirements, analysis of exercise or other contributions as treatment for special disabilities, contraindications for use as treatment for specific disability or when other conditions exist.
- Methods, materials, and equipment used to alter existing or fabricate specialized equipment.
- Safety precautions including hazards associated with client's specific activities.
- Oral and written communication skills.
- Public speaking techniques.
- Research techniques.
- Record-keeping techniques.
- Principles of training and supervising staff.
- Health and safety regulations.
- Interpersonal skills using tact, patience and courtesy.
- CPR.

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

**ABILITY TO:**

- Provide physical therapy to eligible individuals.
- Determine and evaluate treatment.
- Plan, prepare, and make oral presentations.
- Communicate effectively with families of handicapped individuals.
- Establish and maintain cooperative and effective working relationships with others.
- Maintain records and prepare reports.
- Monitor and evaluate equipment needs.
- Prepare written evaluations and review medical and therapy reports.

## JOB DESCRIPTION

### PHYSICAL THERAPIST

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- Train, consult, and supervise others related to the provision of physical therapy supports.
- Read, interpret, apply and explain rules, regulations, policies and procedures.
- Maintain current knowledge of related technological advances and other matters.
- Lift heavy objects.
- Operate office and therapeutic equipment.
- Prioritize and schedule work.
- Meet schedules and timelines.
- Observe health and safety regulations.
- Perform CPR as required.

### PHYSICAL DEMANDS

---

- 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, up to 30 pounds.

### EDUCATION AND EXPERIENCE:

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- Graduate of a program in physical therapy approved by the American Physical Therapy Association and two years experience working in pediatric, physical therapy.

### LICENSES AND OTHER REQUIREMENTS:

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- Valid Physical Therapy license issued by the State of Kentucky.

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4	<div><div>Original Date: 02/1995</div><div>Revision Date: 07/2011</div><div>Revision Date: 07/2012</div><div>Revision Date: 07/2021</div></div>
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FAYETTE COUNTY PUBLIC SCHOOLS

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

**MEETING: Regular**

**DATE: 7/26/2021**

**TOPIC: NWEA Contract for MAP Testing**

**PREPARED BY: Kate McAnelly/Brooke Stinson**

**Recommended Action on: 7/26/2021**

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

**Superintendent Prior Approval: No**

**Recommendation/Motion: A motion is in order to approve the 2021-2022 contract for MAP testing**

**Background/Rationale: Board Policy 01.11 states that contracts with the district with an expenditure amount above \$30,000.00 must be approved by a vote of the Board. This month district staff would like to enter into an agreement with NWEA to provide support for district wide MAP testing.**

**Policy: 01.11**

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

**Attachments(s): NWEA Contract**



## Schedule A

# SALES ORDER

Company Address: 121 NW Everett Street  
Portland, OR 97209  
License Start Date: 07/01/2021  
License End Date: 06/30/2022

Created Date: 05/25/2021  
Quote Number: 00047961  
Partner ID: 2374

Prepared By: Holly Sears  
Phone:  
Email: holly.sears@nwea.org

Contact Name: Brooke Stinson  
Phone: (859) 381-3527  
Email: brooke.stinson@fayette.kyschools.us

Bill To Name: Fayette County Public Schools  
Bill To Address: ACCOUNTS PAYABLE  
701 East Main Street  
Room 105  
Lexington, KY 40502

Ship To Name: Fayette County Public Schools  
Ship To Address: 701 East Main Street, Room 105  
Lexington, KY 40502

Product	List Price	Sales Price	Quantity	Total Price	Item Discount
MAP Growth K-12	\$13.50	\$10.25	28,500	\$292,125.00	-\$92,625.00
Growth Report +1hr Virtual Consulting	\$4,000.00	\$0.00	1	\$0.00	-\$4,000.00
Instructional Report + 2hr Virtual Consulting	\$15,000.00	\$0.00	1	\$0.00	-\$15,000.00
Research Consultation Fee (per Hour)	\$210.00	\$210.00	10	\$2,100.00	-\$0.00

Quote Discount -\$111,625.00

Quote Subtotal \$294,225.00

Estimated Tax \$0.00

**Grand Total \$294,225.00**

### Terms and Conditions

This Schedule A is subject to NWEA's terms and conditions located at: <https://legal.nwea.org/>. By signing this Schedule A you agree you have read and understood the terms and agree to them.

If this schedule includes virtually delivered professional learning or workshops, then cancellation is subject to the Virtual Workshop Cancellation Policy: at <http://legal.nwea.org/supplementalterms.html>.

Information about NWEA's collection, use, and disclosure of Student Information can be found here: <https://legal.nwea.org/nwea-privacy-and-security-for-pii.html>

NWEA's W9 can be found at: <https://legal.nwea.org/nwea-w-9.html>

Until this Schedule A is signed, the terms identified here are valid for 90 days from the date above. Please confirm the billing address, or specify changes to your account manager.

### Signature

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

Printed Name: \_\_\_\_\_

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

Title: \_\_\_\_\_





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FAYETTE COUNTY PUBLIC SCHOOLS

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

**MEETING: Regular**

**DATE: 7/26/2021**

**TOPIC: Illuminate Education Contract for Fastbridge Testing**

**PREPARED BY: Kate McAnelly/Brooke Stinson**

**Recommended Action on: 7/26/2021**

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

**Superintendent Prior Approval: No**

**Recommendation/Motion: A motion is in order to approve the 2021-2022 contract for Fastbridge testing**

**Background/Rationale: Board Policy 01.11 states that contracts with the district with an expenditure amount above \$30,000.00 must be approved by a vote of the Board. This month district staff would like to enter into an agreement with Illuminate Education to provide support for district wide Fastbridge testing.**

**Policy: 01.11**

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

**Attachments(s): Illuminate Education Contract**



# Client Order

Q-124324

6531 Irvine Center Drive Suite 100  
Irvine, California 92618  
(949) 656-3133  
<https://www.illuminateeducation.com/>

Prepared Date: 6/14/2021  
Valid Through: 7/30/2021  
  
Prepared By: Jay Anderson  
  
Start Date: 7/1/2021  
End Date: 6/30/2022  
Quote Term: 12

Customer: Fayette County Public Schools Ky  
Address: PO Box 55490  
Lexington, Kentucky 40555  
  
Contact: Asia Follensbee  
Phone:

Year 1

Dates: 7/1/2021 - 6/30/2022

QTY	PRODUCT	DESCRIPTION	UNIT	TOTAL
10,000	FastBridge Subscription - Renewal	FastBridge Assessment System Annual Subscription	\$7.25	\$72,500.00
1	Training - FASTfix Subscription - Tier 5	On demand, web-based library of FastBridge training courses. Annual district subscription - 5,000 or more students	\$3,500.00	\$3,500.00
Year 1 Subtotal:				\$76,000.00
Year 1 Grand Total:				\$76,000.00

On-Going Illuminate subscription license and/or support fees are invoiced at then current rates & enrollment per terms of the Master Subscription Licenses & Services Agreement, which may be subject to an annual increase after the first year for non-multi-year contracts and/or enrollment increases (i.e., as your student count increases or decreases, the quantity will be adjusted in accordance with the terms of the Agreement).

Any applicable state sales tax that has been added to this Client Order is an estimated amount for Client's convenience that is subject to verification and modification based on current state required tax at the time of invoicing. Subscription Start and Expiration Dates shall be as set forth above, which may be delayed based upon the date that Illuminate receives your purchase order or signed Client Order.

In the event that this Client Order includes promotional pricing, said promotional pricing is only valid for the select term(s), product(s), and/or service(s) as shown in this Client Order. The promotional pricing may also be limited in availability to you through the date on this Client Order that is shown as the "Valid Through" period.

All invoices shall be paid within thirty (30) days of the date of invoice.

All purchase orders must contain the exact Client Order number stated within.

To accept and finalize this Client Order, please remit a purchase order to:

Orders@IlluminateEd.net  
or  
6531 Irvine Center Drive #100  
Irvine, CA 92618

*Borinson*  
*6-16-21*  
*Kate M. Mally* *6-16-21*



## Master Subscription Licenses & Services Agreement

This Master Subscription Licenses & Services Agreement ("Agreement") is hereby entered into as of the earlier of the date of the last signature hereto or receipt of purchase order and/or enforcement of any and all product and/or service orders (the "Effective Date") between the purchasing agency ("Client") and Illuminate Education, Inc., a California corporation having its principal place of business at 6531 Irvine Center Drive, Irvine, CA 92618, and wholly-owned subsidiaries, including, but not limited to Adrylan Communications, LLC, eduCLIMBER, LLC, eSchoolData, LLC, FastBridge Learning, LLC, IO Education, LLC, Sanford Systems, Inc. dba Key Data Systems, SchoolCity, Inc., and The Learning Egg, LLC (collectively "Illuminate") (Client and Illuminate are referenced herein as each a "Party" and collectively the "Parties").

### Definitions.

(a). "**Client Order**" means the Illuminate document attached hereto (or subsequently produced invoice), which lists the Licensed Products, current pricing, Service(s), Software, Subscription Period, Third Party Software, and/or applicable financial terms related to this Agreement, and is hereby incorporated into this Agreement.

(b). "**Client Personnel**" means Client's internal employees, who shall be bound by confidentiality restrictions at least as restrictive as this Agreement provides, explicitly excluding contractors and/or vendors that are not granted access herein.

(c). "**Documentation**" means technical materials provided by Illuminate to Client in hard copy or electronic form describing the use and operation of the Software, which does not include any sales and/or marketing materials that Illuminate may provide Client to describe functionality intended for sales and/or marketing purposes.

(d). "**Embedded Applications**" means software licensed to Illuminate by third parties that is provided to Client as part of the Licensed Products or Services.

(e). "**Licensed Products**" means all software (including Embedded Applications, which is software licensed by Illuminate and provided to Client as part of the terms of this Agreement), subsequent versions provided during an active Subscription Period and/or in relation to Support Services, assessment content owned or licensed by Illuminate, and all related Documentation licensed to Client pursuant to this Agreement, now or in the future.

(f). "**Professional Service(s)**" means any consulting, training, implementation, or technical services provided by Illuminate to Client under the Client Order.

(g). "**Services**" means the service(s) described in the applicable Client Order attached hereto or an executed statement of work ("SOW"), associated with the Software and the Documentation, including any applicable software hosting or Professional Services, as defined herein, and/or provided by Illuminate to Client.

(h). "**Software**" means the Illuminate software programs described in the applicable Client Order.

(i). "**Subscription Period**" means the period commencing upon the start date set forth in the applicable Client Order and continuing until terminated in accordance with Section 15 ("Termination").

(j). "**Third Party Software**" means any software product designated as Third Party Software by Illuminate, and any related documentation supplied to Client, which is licensed directly between Client and a third party. Third Party Software is different than Embedded Applications in that Illuminate licenses the Embedded Applications to Client as part of Licensed Product (but in some cases, such Embedded Applications may

be subject to additional license terms as identified herein). Illuminate is not a licensor of Third Party Software.

1. **Subscribing to the Service(s).** Client will subscribe to the Licensed Products and/or Services by: (i) providing a purchase order that displays the unique identifier contained within the Client Order attached hereto or another Client Order, or in Illuminate's discretion sufficiently references said Client Order; (ii) having an authorized Client representative execute a Client Order with this Agreement and receiving a countersigned copy by an authorized Illuminate representative; and, if applicable for custom services, (iii) executing a written SOW for such customized Licensed Products and/or Services with Illuminate. The Parties explicitly agree that, regardless of the confirmation of subscription method discussed herein that is utilized by Client, any additional and/or varying terms included in the Client's purchase order are hereby deemed null and void, including terms that attempt to override this specific provision. Unless the Parties specify otherwise in writing, each SOW will be incorporated into this Agreement. Each Client Order and/or SOW will specify the Licensed Products and/or Services and specific terms and conditions applicable to that order. In the event of any conflict between this Agreement and a SOW, the mutually agreed upon and executed SOW shall control, except this Agreement shall govern all terms relating to intellectual property rights, confidential information, warranty, indemnity, and liability. Subject to the terms and conditions of this Agreement, Illuminate will provide the Licensed Products and/or Services described in the applicable Client Order. Unless expressly designated as replacing a specific Client Order and/or SOW, subsequent Client Orders and SOWs will be considered in addition to currently effective Client Orders and SOWs and shall be governed by this Agreement.

### 2. License.

(a). **License Grant.** Subject to the terms and conditions of this Agreement, including Illuminate's Privacy Policy, which is incorporated fully herein by reference, Illuminate grants to Client a limited, revocable, non-exclusive, non-transferable, non-sublicensable license during the Subscription Period, to access the Licensed Products and/or Services through the User IDs and to operate the features of the Licensed Products and/or Services according to the Documentation under normal circumstances. Client is only granted licensed access to any customized software and/or content delivered in accordance with a valid Client Order and/or SOW during the Term of said Client Order. Termination of the Client Order or underlying Licensed Product will terminate access to customized content. No source code or technical-level documentation to the Licensed Products and/or Services is licensed under this Agreement.

(b). **User IDs.** Illuminate will issue Client's system administrator access to Client's designated user(s) that will have the ability to issue a singular User ID and password to each student, teacher, and staff member for access to and to utilize the Licensed Products and/or

Service(s) specified in the applicable Client Order and/or SOW. Client shall limit the total number of issued User IDs and passwords to the student count noted for each Licensed Product and/or Service on the Client Order; provided that said student count does not limit the total number of teacher and staff User IDs and passwords that Client may issue. Each User ID may be used to access the Services during only one (1) concurrent login session. Client shall not allow Client Personnel and/or students to share User IDs with any third parties, which require prior written approval for access by Illuminate. Client is responsible for all activity occurring under its User IDs and control of said User IDs, including the corresponding password credentials. Client is responsible for all use of the Licensed Products and/or Services by Client Personnel, students Client grants access to, for maintaining the confidentiality of all User IDs, and promptly notifying Illuminate of any actual or suspected unauthorized use of the Licensed Products and/or Services. Illuminate reserves the right to suspend or terminate any Client user that Illuminate determines may have been used for an unauthorized purpose.

(c). **Limitations.** Client acknowledges that the Licensed Products, including all derivative works thereof and source code and libraries thereto, are and shall remain the sole and exclusive property of Illuminate, except for license rights that Illuminate has to said Licensed Products. Client will not and will not permit any Client Personnel or other party to: (i) permit any party to access or use the Licensed Products and/or Services, Software, or Documentation, other than Client Personnel explicitly authorized by Illuminate; (ii) modify, adapt, alter or translate the Software or Documentation, except as expressly allowed hereunder; (iii) sublicense, lease, rent, loan, distribute, or otherwise transfer the Licensed Products and/or Services, Software, or Documentation to any third party; (iv) reverse engineer, decompile, disassemble, or otherwise derive or attempt to derive or determine the source code (or algorithms, structure or organization) of the Software; (v) use or copy the Software or Documentation except as expressly allowed hereunder; (vi) disclose or transmit any data contained in the Software to any individual other than Client Personnel. To the extent permitted under the law, Client shall hold Illuminate harmless from any and all claims relating to Client's misuse of Licensed Products and/or Services rendered by Illuminate to Client, including Illuminate's intellectual property.

(d). **Client Responsibility.** Client shall perform the responsibilities necessary to establish Client's use of the Licensed Products and/or Services, including (i) providing Client Personnel lists to setup User IDs, (ii) properly maintaining all associated equipment, software and environmental conditions in accordance with applicable industry standards and/or specifications Illuminate may provide Client, and (iii) designating Client Personnel to participate in training.

**3. Acceptable Use Policy.** Client acknowledges and agrees that Illuminate does not monitor or police the content of communications or data of Client or its users transmitted through the Licensed Products and/or Services, and that Illuminate shall not be responsible for the content of any such communications or transmissions. In using the Software, Licensed Products, and/or Services, Client agrees to the following: (i) Client shall not incorporate into or otherwise transmit through the Software, Licensed Products, and/or Services any content that violates or infringes the rights of others, including without limitation any material that: (A) may be abusive, indecent, threatening, obscene, harassing, violent, defamatory, libelous, fraudulent, or otherwise objectionable; (B) encourages or otherwise promotes conduct that would constitute a criminal offense or give rise to civil liability; (C) impersonates any person or entity or that otherwise misrepresents Client's affiliation with a person or entity; (D) contains malicious code; is in violation of the

CAN-SPAM Act or any other applicable laws pertaining to unsolicited email, SMS, text messaging or other electronic communications, or the transmission of emails to an individual or entity with which Client has no preexisting relationship; (E) includes the private information of another without express permission, including but not limited to contact information, social security numbers, credit card numbers or other information which a reasonable individual would consider private in nature, (F) violates any privacy, intellectual property or proprietary right of another; (G) is pornographic or sexual in nature; expressly targets children under the age of 13; or (H) is unlawful or otherwise objectionable, in Illuminate's sole opinion; and (ii) Client shall ensure that Client's use of the Software and/or Services is at all times compliant with all applicable local, state, federal and international law, regulations and conventions, including without limitation, those related to data privacy, international communications, and the exportation of data of any kind, regulations of the U.S. Securities and Exchange Commission and/or any rules of a securities exchange in the U.S. or elsewhere.

#### **4. Reservation of Rights.**

(a). **Illuminate.** Illuminate expressly reserves all rights in the Licensed Products, Services, Software, Documentation, and all other materials provided by Illuminate hereunder not specifically granted to Client. It is acknowledged that all right, title and interest in the Licensed Products, Services, Software, Documentation, and all other materials provided by Illuminate hereunder, including, but not limited to any update, adaptation, translation, customization or derivative work thereof, and all intellectual property rights therein will remain with Illuminate (or third party suppliers, if applicable) and that the Licensed Products, Services, Software, Documentation, and all other materials provided by Illuminate hereunder are licensed on a subscription basis and not transferred to Client apart from the temporary license(s) discussed herein.

(b). **Client.** Client expressly reserves all rights in any data that Client (or Client Personnel/student users) loads or enters into the Licensed Products and/or Services and all results from processing such data, including compilations, and derivative works thereof (the "Client Data"), except that Client grants Illuminate a non-exclusive, royalty-free license to use, reproduce, and create derivative works of the Client Data in operating the Licensed Products and/or Service features for Client's benefit as is explicitly permitted under the law. Additionally, Illuminate may use and distribute the Client Data for any lawful purpose, provided that such Client Data will be aggregated and/or de-identified (e.g., the development of Illuminate's products and/or services, as authorized under F.E.R.P.A. and applicable state laws). All such aggregated data shall be the property of Illuminate. Client represents and warrants that Client has all rights under applicable law to provide and input in the Licensed Products and/or Services the Client Data, including any personally identifiable information or other sensitive information of any of the students and or other persons included therein.

**5. Client Support.** During the Subscription Period for the applicable Services, Illuminate will provide the following standard customer support:

(a). **Web & Phone Support.** Client's designated representative(s) shall have access to Illuminate's technical support via website/email and telephone and may use the website/email to submit service requests. Illuminate will use reasonable efforts to respond in a timely manner under the given circumstances.

(b). **Client's Responsibilities.** To receive support, Client shall: (i) report errors or suspected errors for which support is needed, and supply Illuminate with sufficient information and data to reproduce the error; (ii) procure, install, operate and maintain hardware, operating systems

and other software that are compatible with the most current supported version of Software; (iii) establish adequate operational back-up provisions in the event of malfunctions or errors; (iv) maintain an operating environment free of any modifications or other programming that might interfere with the functioning of Software; (v) maintain hardware and system software consistent with Illuminate's minimum requirements; and (vi) timely install all fixes and new versions supplied by Illuminate in the proper sequence, and have the most current version of Software installed (if applicable). Client acknowledges that fixes and new versions may be made available electronically, and that, in some cases, Illuminate may maintain email distribution lists that are used to notify Clients of the availability of fixes and new versions and to provide other information to Clients that are eligible for support. Client shall be responsible for including the appropriate Client Personnel on any such email distribution lists of Illuminate so that Client receives such notifications and other information.

(c). **Service Upgrades and Scheduled Downtime.** Client shall receive, through the Licensed Products and/or Services, generally available versions and releases for the Software, as designated by Illuminate in its sole discretion and that Illuminate generally offers to its other clients in Illuminate's sole discretion, and at no additional charge (beyond current support and subscription fees). Illuminate may from time to time schedule downtime for maintenance and upgrades. Illuminate may provide Client notice of any scheduled downtime, including any scheduled user disruption, if the circumstances permit such notice. Illuminate will strive to perform updates during non-peak hours.

**6. Professional Services.** In consideration of Client's payment of the applicable and non-refundable fees and expenses set forth in the Client Order or SOW for professional services, Illuminate will provide Client the professional services set forth therein, which may include attendance at designated training sessions provided by Illuminate as set forth herein ("Professional Services"). Training and/or consultation sessions may be conducted, as Illuminate deems appropriate or as explicitly agreed upon in writing on the Client Order or SOW at the time of purchase, at Illuminate's training facility, at Client's location, or by teleconference.

(a). **Use Period.** All Professional Services must be prepaid or paid in the same manner as agreed to with other Licensed Products included on the applicable Client Order and utilized by Client within one (1) year of purchase. Illuminate, in its sole discretion, may extend this period up to a maximum of one (1) additional year to utilize said Professional Services; however, regardless of whether the Professional Services use period described herein is extended, Client's non-utilization of purchased Professional Services will be deemed null and void upon expiration of the applicable use period and shall not entitle Client to any refund or credit.

(b). **Third Party Integration.** Illuminate, in its sole discretion, will assist Client with integration of Licensed Products with Client's third-party applications and/or content that are compatible in nature. Due to the potential access of students' personally identifiable information, Illuminate provides said integration only at the request of Client in writing. Client is solely and entirely responsible for compliance with local, state, and federal laws corresponding with integrations, as well as ensuring authorized access to said applications and/or content. To the extent permitted under the law, Client agrees to indemnify and hold Illuminate harmless for any actions and/or omissions pertaining to the integration.

#### **7. Hosting.**

(a). **Availability.** Client acknowledges and agrees that the hosted Licensed Products and/or Services may be inaccessible or inoperable

from time to time due to planned maintenance or to causes that are beyond the control of Illuminate or are not reasonably foreseeable by Illuminate, including, but not limited to: (i) the interruption or failure of telecommunication or digital transmission links; (ii) hostile network attacks; (iii) network congestion; (iv) or other failures (collectively "Downtime"). Illuminate shall use commercially reasonable efforts to minimize any disruption, inaccessibility and/or inoperability of the Licensed Products and/or Services caused by Downtime, whether scheduled or not.

(b). **Security.** Client will not: (i) breach or attempt to breach the security of the hosting environment or any network, servers, data, computers or other hardware relating to or used in connection with the Licensed Products and/or Services, or any third party that is hosting or interfacing with any part of the Licensed Products and/or Services; or (ii) use or distribute through the Licensed Products and/or Services any software, files or other tools or devices designed to interfere with or compromise the privacy, security or use of the Licensed Products and/or Services or the operations or assets of any other customer of Illuminate or any third party. Client will comply with any potential user authentication requirements for use of the Licensed Products and/or Services. Client is solely responsible for monitoring its authorized users' access to and use of the Licensed Products and/or Services. Illuminate has no obligation to verify the identity of any person who gains access to the Licensed Products and/or Services by means of an access ID. Any failure by any authorized user to comply with the Agreement shall be deemed to be a material breach by Client, and Illuminate shall not be liable for any damages incurred by Client or any third party resulting from such breach. Client must immediately take all necessary steps, including providing notice to Illuminate, to affect the termination of an access ID for any authorized user if there is any compromise in the security of that access ID or if unauthorized use is suspected or has occurred in relation to hosted Licensed Products and/or Services. Illuminate's security policies and incident response plans are confidential and proprietary and will not be disclosed to Client or any third party.

(c). **Data.** Client has sole responsibility for the legality, reliability, integrity, accuracy and quality of the data it processes through and submits to the hosting environment. Client is further solely responsible for ensuring that Client's hosted environment (including, by way of example, email servers) accepts encrypted transmissions.

#### **8. Fees and Payment.**

(a). **Subscription Fees.** Subscription Fees (set forth in each Client Order and/or SOW) are payable in advance. For multi-year Client Orders, Illuminate will issue an invoice for each payment annually.

(b). **Fees.** All fees and expenses will be invoiced and are payable net thirty (30) days after the invoice date and are non-refundable after being granted access to any products and/or the commencement of internal preparations to provide Professional Services. Such other fees and expenses along with the corresponding fees for Licensed Products and/or Services are collectively "Fees". No refund or credit shall be due to Customer in the event that a Licensed Product or Service is not utilized.

(c). **Renewals; Enrollment Increases.** Prior to any Renewal Term, Client shall provide Illuminate with an updated student count for proper invoicing and to maintain an accurate number of students accessing the Licensed Products and/or Services specified in all applicable Client Orders. Illuminate reserves the right to validate, adjust, and/or invoice for variation of Client's student count based on information provided to state reporting agencies. If an increase in student enrollment occurs, then Client shall remit payment for additional student access to Licensed

Products and/or Services in accordance with Illuminate's supplemental invoice. Such additional fees will be calculated by multiplying the then-current per student fee for Licensed Products and/or Services by Client's additional enrollment. Additionally, in the event a Client Order includes discounted pricing for bundled Licensed Products and/or Services and Client terminates any Licensed Products and/or Services within the bundle, Illuminate reserves the right to invoice Client at then-current pricing for the non-terminated Licensed Products and/or Services. Illuminate may supply new or modified policies or other terms and conditions to Client related to the provision of Licensed Products and/or Services that will govern this Agreement to remain compliant with applicable laws and industry standards.

(d). **Late Payment.** Client may not withhold or "setoff" any amounts due hereunder. Illuminate reserves the right to suspend Services, including access to the Software, and Professional Services (if any) until all undisputed past due amounts are paid in full after giving Client advance written notice and an opportunity to cure as specified in Section 13 ("Notices") and Section 15 ("Termination").

(e). **Certain Taxes.** Fees quoted do not include tax, and Client shall pay all applicable taxes. If client is exempt from federal, state, sales, and use taxes the client will not be charged the same upon providing Illuminate with sufficient evidence of said exemption.

#### 9. Confidential Information.

(a). **Definitions.** For purposes of this section, a Party receiving Confidential Information (as defined below) shall be the "Recipient" and the Party disclosing such information shall be the "Discloser" and "Confidential Information" means all information disclosed by Discloser to Recipient during the course of their business dealings regardless of whether it is marked as "confidential" or "proprietary". Without limiting the foregoing, Client hereby acknowledges that the Licensed Products contain proprietary information, including trade secrets and along with the Services (including any Documentation, Software, and any translations, compilations, partial copies and derivative works thereof) will be considered Confidential Information belonging exclusively to Illuminate (or its designated third party supplier), and Illuminate hereby acknowledges that Client Data will be considered Confidential Information belonging to Client.

(b). **Covenant.** To the extent permitted by law, Recipient hereby agrees that during the Term and at all times thereafter it shall not (i) disclose such Confidential Information of the Discloser to any person or entity, except to its own personnel having a "need to know" (and who themselves are bound by similar nondisclosure restrictions), and to such other recipients as the Discloser may approve in writing; provided that all such recipients shall have first executed a confidentiality agreement in a form acceptable to Discloser; (ii) use Confidential Information of the Discloser except to exercise its license rights or perform its obligations under this Agreement; or (iii) alter or remove from any Confidential Information of the Discloser any proprietary legend. Recipient shall use at least the same degree of care in safeguarding the Confidential Information of the Discloser as it uses in safeguarding its own confidential information of a similar nature, but in no event shall less than due diligence and reasonable care be exercised. Upon the earlier of Discloser's written request or termination or expiration of this Agreement, and regardless of whether a dispute may exist, Recipient shall return or destroy (as instructed by Discloser) all Confidential Information of Discloser in its possession or control and cease all further use thereof. Notwithstanding the foregoing, Recipient may disclose Discloser's Confidential Information to the extent that such disclosure is necessary for the Recipient to enforce its rights under this Agreement or

is required by law or by the order of a court or similar judicial or administrative body, provided that the Recipient promptly notifies the Discloser in writing of such required disclosure and cooperates with the Discloser to seek an appropriate protective order.

(c). **Educational Research** (Applicable to Only FAST and PALS Clients). Subject to the terms and conditions contained herein, including Illuminate's privacy policy and/or a data sharing agreement entered into with Client, Client hereby grants Illuminate the right to share de-identified data that has entirely omitted any and all personally identifiable information with the University of Minnesota (*FAST product customers only*) and/or University of Virginia (*PALS product customers only*) for educational research purposes. Client's use of these products is conditional upon Client's consent of this provision and necessary to the provision of the products to Client.

(d). **Injunctive Relief.** Recipient acknowledges that violation of the provisions of this section would cause irreparable harm to Discloser not adequately compensable by monetary damages. In addition to other relief, it is agreed that injunctive relief shall be available without necessity of posting bond to prevent any actual or threatened violation of such provisions.

#### 10. Disclaimers.

(a). **DISCLAIMER OF OTHER WARRANTIES.** SOFTWARE AND SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND (UNLESS EXPLICITLY PROVIDED FOR HEREIN), AND ILLUMINATE AND ITS LICENSORS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND POTENTIAL IMPLEMENTATION DELAYS. ILLUMINATE DOES NOT WARRANT THAT THE FUNCTIONALITY CONTAINED IN THE LICENSED PRODUCT WILL MEET CLIENT'S REQUIREMENTS, OR THAT THE OPERATION OF THE SOFTWARE OR CLOUD HOSTING WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE LICENSED PRODUCT WILL BE CORRECTED. FURTHERMORE, ILLUMINATE DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SOFTWARE OR SERVICES IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, SECURITY OR OTHERWISE. CLIENT AGREES THAT THE USE OF SOFTWARE AND SERVICES IS AT CLIENT'S OWN RISK. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ILLUMINATE OR AN ILLUMINATE REPRESENTATIVE SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTY. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT FULLY APPLY TO CLIENT.

(b). **Limited Non-Infringement Warranty.** Illuminate warrants that it has the right to license to Client the Software and Services as contemplated by this Agreement. Illuminate represents and warrants that as of the date the Software and Services is first made available hereunder, when properly used in accordance with the Documentation and this Agreement, will not misappropriate or infringe any third party's intellectual property rights recognized under any trade secret law, any U.S. copyright, or U.S. patent issued as of the Effective Date.

(c). **Limited Privacy Warranty.** Illuminate hereby recognizes that the Client Data which Client provides to Illuminate may include personally identifiable information of students. In order for Illuminate to carry out its obligations under this Agreement, it is necessary for Illuminate to use

the Client Data. Illuminate agrees to use the Client Data, some of which may contain personally identifiable information of students, only for the purpose of fulfilling its obligations under this Agreement. Illuminate agrees all usage of Client Data shall be in compliance with the requirements of applicable privacy laws; provided however, Illuminate will bear no responsibility for non-compliance that arises, in whole or in part, from any acts or omissions of Client. Illuminate warrants that it has put in place reasonable and appropriate security, technical, and organizational measures to protect its usage of the Client Data against accidental or unlawful destruction or accidental loss, alterations, and unauthorized use, disclosure, or access. Illuminate also warrants that it shall not disclose to, permit the disclosure to, or provide access to the Client Data to any third parties, except as is necessary for Illuminate to fulfill its obligations under this Agreement and under the law. In the event the Client or any third party believes there has been a material breach of this provision, Illuminate shall have a reasonable amount of time, which will be a minimum of thirty (30) days from the date of receiving written notice to cure any such alleged breach.

**11. Limitation of Liabilities.** The Parties acknowledge that the following provisions have been negotiated by them and reflect a fair allocation of risk and form an essential basis of the bargain and shall survive and continue in full force and effect despite any failure of consideration or of an exclusive remedy:

**ILLUMINATE SHALL NOT BE LIABLE TO CLIENT FOR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES; OR LOST PROFITS, LOST FUNDING, LOST SAVINGS, OR LOST OR DAMAGED DATA; OR FOR CLAIMS OF A THIRD PARTY; ARISING OUT OF THIS AGREEMENT, SOFTWARE, THIRD PARTY SOFTWARE, SUPPORT, HOSTING, SERVICES, OR OTHER ITEMS PROVIDED, OR THE USE OR INABILITY TO USE ANY OF THE FOREGOING, EVEN IF ILLUMINATE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THEY ARE FORESEEABLE. IN ANY EVENT, IN RESPECT OF ANY CLAIM, DEMAND OR ACTION ARISING OUT OF THIS AGREEMENT, CLIENT SHALL BE LIMITED TO RECEIVING ACTUAL AND DIRECT DAMAGES IN A MAXIMUM AGGREGATE AMOUNT EQUAL TO THE CHARGES PAID BY CLIENT TO ILLUMINATE HEREUNDER FOR THE APPLICABLE LICENSED PRODUCT, ITEM OR SERVICE ON WHICH THE CLAIM IS BASED IN THE PREVIOUS TWELVE (12) MONTHS.**

**12. Indemnification.**

(a). Client will defend, indemnify and hold Illuminate, its Affiliates, agents and content providers, and the directors, officers, shareholders, employees, agents and representatives of each of the foregoing, harmless against and from any and all liabilities, claims, suits, losses, damages, costs, fees and expenses (including reasonable attorneys' fees) brought against or incurred by Illuminate that arise from or relate to: (i) any violation by Client and/or its authorized users of the Agreement; (ii) any unauthorized download, modification or usage of Illuminate Materials; (iii) any breach of Client's obligations or warranties under the Agreement; or (vi) the negligence or intentional misconduct of Client, its employees or contractors, agents or the authorized users.

(b). Subject to Section 11 (Limitation of Liabilities), Illuminate will defend, indemnify and hold Client, its officers, directors, employees and

agents harmless from and against any and all liabilities, claims, suits, losses, damages, costs, fees and expenses (including reasonable attorneys' fees) brought against or incurred by Client that solely arise from or solely relate to: (i) a material breach by Illuminate of its obligations or warranties (subject to the disclaimer provided for in Section 10) under the Agreement, or (ii) the negligence or intentional misconduct of Illuminate or any of its employees, contractors and agents.

**13. Notices.** Notices sent to either Party shall be effective when delivered electronically or physically as follows: (i) In the case of Illuminate, notices shall be sent to the attention of: Illuminate Legal Department at the address listed as Illuminate's principal place of business herein and or to Legal@illuminateed.net, and (ii) In the case of Client to the recipient provided by Client at the commencement of the Services and/or use of Software, or at the address listed on the Client Order. Each Party may change its address for receipt of notice by giving notice of such change to the other Party. Notwithstanding the foregoing notice procedures, the Parties acknowledge that notices regarding the ordinary usage of the Licensed Products and Services may be sent through the usual and customary means that the parties establish for such communications, including electronic communications.

**14. Term.** Unless earlier terminated pursuant to this Agreement, this Agreement shall be in effect pursuant to the dates set forth in the Client Order and/or SOW ("Initial Term"), and thereafter may be mutually renewed for additional one (1) year periods upon each anniversary of the commencement of the Initial Term (each subsequent period will be known as a "Renewal Term" and together with the Initial Term, the "Term"). The Renewal Term(s) will be invoiced at then-current rates; unless specified otherwise in the attached or a subsequent Client Order. Expiration or termination of one Client Order and/or SOW shall not affect any other Client Order and/or SOW, unless the Term expires or the Agreement as a whole is terminated under Section 15 ("Termination").

**15. Termination.**

(a). Termination for Breach. Illuminate shall have the right to immediately suspend performance under this Agreement in the event that Client is in breach of any of its obligations under this Agreement. In addition, either party shall have the right to terminate this Agreement in whole or in part upon thirty (30) days written notice to the other party, in the event the other party materially breaches this Agreement and fails to correct such breach within such thirty (30) day period; provided that Illuminate shall have the right to terminate this Agreement immediately upon written notice in the event that Client breaches any of its obligations under Section 9. Client further acknowledges that, as breach of the provisions of Section 9 could result in irreparable injury to Illuminate, Illuminate shall have the right to seek equitable relief against any actual or threatened breach thereof, without proving actual damages.

(b). Termination for Convenience. For multi-year Client Orders, Client may terminate this Agreement for convenience as of the day before the earlier of the Client's next immediate academic year or next immediate fiscal year ("Term End"); but only if Client notified Illuminate in writing of its desire to so terminate more than sixty (60) days prior to the Term End. If notice is not timely, Client shall not be entitled to any refund, credit or offset for any amounts paid or owed for the period after the Term End.

(c). Termination or Suspension for Failure to Make Timely Payment. Illuminate may, at its option, immediately terminate, or suspend its performance of, the Agreement with Client any time Client



is more than ninety (90) days in arrears on its payment obligations to Illuminate. In the event of termination or suspension by Illuminate under this section, Customer's access to the Licensed Products (including all Authorized Users whose right of access to the Licensed Products is derived from Illuminate's contractual relationship with Client) shall be discontinued without further notice. In the event of a suspension of access to the Licensed Products, access may, at the sole discretion of Illuminate, be restored when Client's payment obligations are brought current and Illuminate has received adequate assurances that Client's payment obligations to Illuminate shall remain current for the remainder of the term of the Agreement.

(d). **Termination Due to Non-Appropriation or Change in Funding.** Client may terminate this Agreement due to the non-appropriation of funds by providing at least thirty (30) days written notice prior to the Effective Date anniversary. Client will provide Illuminate documentation evidencing the non-appropriation of funds upon request. Illuminate may terminate the Agreement at the close of the then academic year, if the payments to which Illuminate is entitled under a Client Order or SOW are materially reduced as a result of a change in funding provided to the Client or applicable laws or regulations that impose requirements that are materially different from those previously provided under the Client Order or SOW, and Illuminate is unwilling or unable to make the required changes.

(e). **Survival.** Upon termination or expiration of this Agreement for any reason: (i) all rights and obligations of both Parties (except for Client's payment of all Fees then owing), including all licenses granted hereunder, shall immediately terminate except as provided below; (ii) Illuminate will work with Client regarding the disposition of Client Data, and within thirty (30) days after the effective date of termination, Client shall return or destroy, at Illuminate's sole discretion, all Confidential Information of Illuminate, as set forth in Section 9 ("Confidential Information"); (iii) Client shall not utilize or provide access to assessments created during the Term; and (iv) Client is responsible for transferring any data to its own or a third party's hosted environment. The following Sections and Subsections will survive expiration or termination of this Agreement for any reason: Section 4 ("Reservation of Rights"), Section 9 ("Confidential Information"), Section 10 ("Disclaimers"), Section 11 ("Limitation of Liabilities"), Section 15(e) ("Survival"), and Section 16 ("General Provisions"). Prior to termination and during the Term, Client shall have the ability to access and download its data at Client's convenience. Upon termination, as long as Client is not in breach, if requested, Illuminate shall make a final backup of Client data and provide the backup media to Client at Illuminate's then-current rates in a readily usable form in accordance with industry standards.

## 16. General Provisions.

(a). **Assignment.** Client may not assign this Agreement to any third party without Illuminate's prior written consent. Any assignment in violation of this section shall be void. The terms of this Agreement shall be binding upon permitted assignees.

(b). **Choice of Law.** If the Client is a governmental entity of one of the United States, this Agreement and any action related thereto shall be governed by and construed in accordance with the laws of that State, without regard to conflicts of law principles, and if not, then by and with the laws of the State of California, without regard to conflicts of law principles. In the latter case the Parties agree to be subject to the exclusive jurisdiction, and venue shall reside, in the state and federal courts located in Orange County, California for the purpose of adjudicating any dispute relating to or arising out of this Agreement, and further irrevocably consent to exclusive personal jurisdiction and

venue of state and federal courts located therein. In either case the U.N. Convention on Contracts for the International Sale of Goods shall not apply to this Agreement, and any claim against Illuminate must be brought within one (1) year after it arose, or be barred.

(c). **Compliance with Export Regulations.** Client has or shall obtain in a timely manner all necessary or appropriate licenses, permits or other governmental authorizations or approvals; to the extent permitted under the law, shall indemnify and hold Illuminate harmless from, and bear all expense of, complying with all foreign or domestic laws, regulations or requirements pertaining to the importation, exportation, or use of the technology to be developed or provided herein. Client shall not directly or indirectly export or re-export (including by transmission) any regulated technology to any country to which such activity is restricted by regulation or statute, without the prior written consent, if required, of the administrator of export laws (e.g., in the U.S., the Bureau of Export Administration of the U.S. Department of Commerce).

(d). **Construction.** Except as otherwise provided herein, the Parties rights and remedies under this Agreement are cumulative. The term "including" means "including without limitation."

(e). **Force Majeure.** Except for the obligation to make payments, neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war or terrorism, acts of God, earthquake, flood, pandemic, embargo, labor shortage, governmental act or failure of the Internet (not resulting from the actions or inactions of Illuminate); provided that the delayed party (i) gives the other party prompt notice of such cause, (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance, and (iii) not be considered in breach during the duration of the Force Majeure Event. In the event a Force Majeure Event continues for a period of ninety (90) calendar days, Client or Illuminate may elect to terminate the Agreement upon notice to the other Party.

(f). **Severable.** Any provision hereof found by a tribunal of competent jurisdiction to be illegal or unenforceable shall be automatically conformed to the minimum requirements of law and all other provisions shall remain in full force and effect. Without limiting the generality of the foregoing, Client agrees that the section titled Limitation of Liabilities will remain in effect notwithstanding the enforceability of any other provision herein.

(g). **Waiver.** Waiver of any provision hereof in one instance shall not preclude enforcement thereof on future occasions. Nothing herein shall be interpreted as a waiver of Client's governmental immunity for individual employees, if any, as provided for by state law.

(h). **Counterparts; Facsimile Signature.** Illuminate requires Client's execution of select Client Orders and/or SOWs, all of which are incorporated into this Agreement, and may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. If any Client Order and/or SOW is executed in counterparts, no signatory hereto shall be bound until both the Parties named below have duly executed or caused to be duly executed a counterpart of said Client Order and/or SOW. A signature received by either Party by facsimile or email is binding upon (the other Party) as an original.

(i). **Client Authorization; Enforceability.** Client represents and warrants that (i) it has obtained all necessary authorizations to enter into this Agreement and all related SOWs, (ii) the person signing and/or consenting on behalf of Client is a duly authorized representative of the Client, and (iii) this Agreement is a duly authorized binding and enforceable obligation of Client.



(j). **No Third-Party Rights.** This Agreement is made for the sole benefit of the parties. Except as otherwise expressly provided, nothing in this Agreement shall create or be deemed to create a relationship among the parties or any of them, and any third party, including a relationship in the nature of a third-party beneficiary or fiduciary.

(k). **Independent Contractors.** Client's relationship to Illuminate is that of an independent contractor, and neither Party is an agent or partner of the other. Client will not have and shall not represent to any third party that it has any authority to act on behalf of Illuminate.

(l). **Entire Agreement.** This Agreement, Illuminate's Privacy Policy,

the attached Client Order, subsequent Client Order(s) (if applicable), Illuminate's SOWs (if applicable), and Client's purchase order (excluding any terms or conditions therein that conflict with a Client Order, SOW or this Agreement) incorporated by reference constitute the entire Agreement between the Parties with respect to the subject matter hereof and supersede all other communications, whether written or oral. Any terms or conditions in Client's purchase order, data agreement or other document do not form a part of this Agreement and are not binding on Illuminate, unless expressly agreed in a writing signed by both Parties. This Agreement may be amended only by a written document signed by both Parties. The headings of sections of this Agreement are for reference purposes only and have no substantive effect.



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FAYETTE COUNTY PUBLIC SCHOOLS

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

**MEETING: Regular**

**DATE: 7/26/2021**

**TOPIC: Riverside Insights Proposal for CogAT/IOWA Testing**

**PREPARED BY: Kate McAnelly/Brooke Stinson**

**Recommended Action on: 7/26/2021**

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

**Superintendent Prior Approval: No**

**Recommendation/Motion: A motion is in order to approve the 2021-2022 proposal for CogAT/IOWA testing**

**Background/Rationale: Board Policy 01.11 states that contracts with the district with an expenditure amount above \$30,000.00 must be approved by a vote of the Board. This month district staff would like to enter into an agreement with Riverside Insights to provide support for district wide CogAT/IOWA testing.**

**Policy: 01.11**

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

**Attachments(s): Riverside Insights Proposal**



## Proposal

Prepared For

# Fayette County Public Schools

Fayette County Public Schools

PO Box: 55490

Lexington KY 40555-5490

United States

For the Purchase of:

## CogAT Form 7 & Iowa Form E - Online Testing

For additional information or questions, please contact:

Clint Hubbard

Clint.Hubbard@riversideinsights.com

RIVERSIDE INSIGHTS

Attention:  
Peggy Cullen  
peggy.cullen@fayette.kyschools.us

Riverside Insights  
One Pierce Place Suite 900W  
Itasca, IL 60143  
PHONE: 800-323-9540  
orders@riversideinsights.com

3/19/2021

QT019669

1 of 3

Please submit this form with your purchase order.

©Riverside Assessments, LLC d/b/a Riverside Insights, is the new name of Houghton Mifflin Harcourt's former clinical and standardized assessment business, which was divested from HMH in October 2018 and is now independent

## Proposal For Fayette County Public Schools

Material No	Title	List Price	Discount %	Sale Price	Quantity	Purchase/ Amount
1525779	Iowa Form E Complete Online Testing Levels 5-14	\$14.50	17.24%	\$12.00	4,000	\$48,000.00
	<b>** Please note: Fall K norms are not available.  Gr K norms start midyear (Dec 1) for Level 5.  Gr K norms start spring (Mar 1) for Level 6.  Gr 1 norms start midyear (Dec 1) for Level 7.</b>					
2000018	CogAT Form 7 Online Testing Levels 5/6-17/18	\$14.50	17.24%	\$12.00	4,000	\$48,000.00
<b>Subtotal</b>						<b>\$96,000.00</b>

Thank you,  
**Clint Hubbard | Assessment Consultant |**  
**Clint.Hubbard@riversideinsights.com**

<b>Total Discount Amount:</b>	\$20,000.00
<b>Total Discount Applied:</b>	17.24%
<b>Subtotal Purchase Amount:</b>	\$96,000.00
<b>Shipping &amp; Handling:</b>	\$0.00
<b>Sales Tax:</b>	\$0.00
<b>Total Cost of Proposal (PO Amount):</b>	\$96,000.00

RIVERSIDE INSIGHTS

Attention:  
Peggy Cullen  
peggy.cullen@fayette.kyschools.us

Riverside Insights  
One Pierce Place Suite 900W  
Itasca, IL 60143  
PHONE: 800-323-9540  
orders@riversideinsights.com

3/19/2021

QT019669

2 of 3

Please submit this form with your purchase order.

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## Proposal For Fayette County Public Schools

**Total Cost of Proposal (PO Amount) : \$96,000.00**

Thank you for considering Riverside Insights as your partner. We are committed to providing an excellent experience and delivering ongoing, high-quality service to our customers. To meet these goals, we want to ensure you are aware of the below Terms of Sale. These terms help us process your order quickly, efficiently, and accurately, ensuring successful delivery and implementation of our solutions.

- Please return this proposal with your signed purchase order that matches product, price and shipping charges.
- Provide the exact address for delivery of print materials. The shipping address may be your district warehouse or individual school sites, but it is essential that this is accurate.
- Please supply the name of each important district point of contact for all aspects of the solution including their direct contact information (email/phone):
  - Point of Contact for Print Materials
  - Point of Contact for Digital Materials
  - Point of Contact for Scheduling Professional Development
- Please confirm that we have the correct "Ship to" and "Bill to" information on the proposal.

**Ship To:**  
Fayette County Public Schools  
PO Box: 55490  
Lexington KY 40555-5490  
United States

**Bill to:**  
115999  
Fayette County Public Schools  
PO Box: 55490  
Lexington KY 40555-5490  
United States

- Please provide funding start and end dates.
- Please note that all products and services will be billed upon the processing of your purchase order.
- Our payment terms are 30 days from the invoice date.
- Our standard shipping terms are FOB Shipping Point. The shipping terms for your proposal are FOB Shipping Point.
- Should any of these Terms of Sale conflict with any preprinted terms on your purchase order, the Riverside Insights Terms of Sale shall apply.
- Make check, money order, or valid purchase order payable to Riverside Assessments, LLC.

Thank you in advance for supplying us with the necessary information at time of purchase. Our goal is to ensure your success throughout the duration of this agreement, which starts with a highly successful delivery of our solution. For greater detail, the complete Terms of Sale may be reviewed here at: <http://www.riversideinsights.com>

Date Of Proposal: 3/19/2021

Proposal Expiration Date: 7/31/2021

*BBT: nson*  
*6-16-21*

*Kate M. Bally*  
*6-16-21*

RIVERSIDE INSIGHTS

Attention:  
Peggy Cullen  
[peggy.cullen@fayette.kyschools.us](mailto:peggy.cullen@fayette.kyschools.us)

Riverside Insights  
One Pierce Place Suite 900W  
Itasca, IL 60143  
PHONE: 800-323-9540  
[orders@riversideinsights.com](mailto:orders@riversideinsights.com)

3/19/2021

QT019669

3 of 3

Please submit this form with your purchase order.

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FAYETTE COUNTY PUBLIC SCHOOLS

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

**MEETING: Planning**

**DATE: 7/12/2021**

**TOPIC: English Learners Endorsement Program**

**PREPARED BY: Lori Bowen**

**Recommended Action on: 7/26/2021**

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

**Superintendent Prior Approval: Yes**

**Recommendation/Motion: A recommendation is in order to approve the contract/Memorandum of Understanding with Eastern Kentucky University.**

**Background/Rationale: Fayette County Public Schools is partnering with Eastern Kentucky University to offer an English Learners endorsement cohort for FCPS teachers. The endorsement project will increase workforce development in this critical shortage area and support effective instruction for English learners in classrooms.**

**Policy: 08.1345**

**Fiscal Impact: \$126,000 paid through Title II**

**Attachments(s): Contract, MOU, Agreement Summary Form, and Request for Superintendent's Signature form**



## CONTRACT

THIS CONTRACT is entered into this 17 day of June, 2021, by and between the BOARD OF EDUCATION OF FAYETTE COUNTY, KENTUCKY, 450 Park Place, Lexington, Kentucky 40511 ("Board") and Eastern Kentucky University 521 Lancaster Blvd., Richmond KY 40475 ("Second Party").

### A. PARTIES:

The Board of Education of Fayette County, Kentucky, English Learners Dept. - Title II has established the need to offer a Cohort for the ESL Endorsement Program to Fayette County Public School teachers and has determined that this need cannot be met by existing district staff.

Eastern Kentucky University provides an endorsement for ESL (see attached Memorandum of Understanding) and has expertise or needed products as described herein.

### B. PURPOSE:

The purpose of this contract is to improve the availability of ESL-endorsed teachers in Fayette County Public Schools.

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

1. The Second Party shall provide to the English Learners Dept. - Title II as an independent contractor, services under the direction of Lori T. Bowen, Director.
2. The second party shall provide the attached Memorandum of Understanding dated June 17, 2021 is hereby incorporated by reference and thereby made a part of the contract.
3. The Board agrees to pay the Second Party for the services/products provided in this contract the amount of \$126000. Additional expenses to be reimbursed are none, with a total amount of this contract not exceeding \$126,000.00 - See MOU attached
4. The Second Party shall provide to the Fayette County Board of Education an invoice for services rendered under this contract and any agreed upon expenses to be reimbursed. Unless otherwise stated, travel and per diem shall be reimbursed based upon the district's current travel policies.
5. The Second Party is not debarred or suspended or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."
6. This contract may be re-negotiated based upon, but not limited to, increases in services to participants. Any modifications shall be agreed to in writing and signed by both parties.
7. The staff providing services to the Board herein are employees of the Second Party and shall not represent to anyone that they are employees or agents of the Board.
8. Either party shall have the right to terminate this agreement at any time upon a fourteen (14) day written notice, either personally delivered or served by some form of return receipt mail evidencing delivery, to the other party. If this agreement is terminated, employees of the Fayette County Board of Education shall be permitted to complete enrollments in online or on-campus courses at Eastern Kentucky University during any semester already in progress and shall remain eligible for the benefits outlined in the attached MOU for that semester only in which the termination occurs.
9. Each of the parties agrees to comply with all applicable law concerning the performance of the provisions of this contract



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

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

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

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

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

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

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

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

18. This agreement will be in effect from August 2, 2021, through June 30, 2022, unless terminated by either party as defined in Paragraph 8. The agreement may be renewed annually based upon evaluation of the effectiveness of the agreement in meeting the goals set forth herein and funding availability.

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

Principal/Director's Approval

Lori S. Bowen 6.23.2021  
Date

BOARD OF EDUCATION OF FAYETTE COUNTY  
KENTUCKY  
Text

Dr. Marlene Helm, Acting Superintendent Date



Eastern KY University

*N. Mason*

6.22.2021

Dr. Nicola F. Mason, Chair Department of Curriculum & Instruction

Date

*Benton Shurey*  
Director, Corporate Educational  
Partnerships

*06/22/21*  
Date

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into on this 17th day of June 2021, by and between Eastern Kentucky University ("EKU") and Fayette County Public Schools, with an address of 450 Park Place, Lexington, KY 40511, to formalize Fayette County Public Schools participation in the ECU Advantage program, which shall provide a pathway to the English as a Second Language Endorsement for select Fayette County Public Schools employees.

WHEREAS, the ECU Advantage program offers Fayette County Public Schools an exclusive, unique educational advantage and cost savings for its employees while enhancing employee benefits and further positioning Fayette County Public Schools as a desirable work place that values education as a means to propel its workforce forward; and,

WHEREAS, Fayette County Public Schools participation in the ECU Advantage program shall mitigate procedural concerns, streamlining enrollment, registration, and financial aid processes, to ease the stress on the employee in planning their educational pathway and allowing the employee to devote more time to the work at hand, and shall further ECU's mission all while delivering real value to Fayette County Public Schools and its employees.

THEREFORE, the parties agree as follows:

1. Fayette County Public Schools agrees to provide a 30-member cohort for the English as a Second Language (ESL) Endorsement at ECU at a per-person tuition rate of \$350 per credit hour for 12 credit hours, to run for two consecutive semesters (fall & spring). Fayette County Public Schools shall pay the full cost of the 30-member cohort for the ESL Endorsement up front, in a single payment, and at the beginning of the fall semester. If enrollment in Fayette County Public Schools' cohort for the ESL Endorsement drops below 30 members at any point, Fayette County Public Schools understands that it will not receive any reduction in or refund of costs from ECU.
2. The ECU English as a Second Language (ESL) Endorsement contains the following courses: EME 751- Linguistics in the Curriculum (3 credits), EMS 775- Methods and Materials for Teaching English as a Second Language (3 credits), EMS 776- Assessment Methods for ELLs (3 credits), EMS 777- Cultural Competency for ELLs (3 credits).
3. After a member of Fayette County Public Schools' cohort for the ESL Endorsement has completed the twelve (12) credit hour ESL Endorsement as described in paragraphs (1) and (2) of this MOU, that cohort member shall be eligible to have tuition waived for up to six (6) additional hours of online or on-campus courses taken at ECU in the summer term immediately following the spring semester in which the ESL Endorsement was completed. Additional non-tuition expenses related to enrollment in any of ECU's online or on-campus courses shall be the responsibility of the cohort member participating in the ECU Advantage program.




4. Fayette County Public Schools shall supply ECU with the names of the 30-member cohort for the ESL Endorsement before the beginning of the fall semester. Cohort members shall receive enhanced customer service assistance from ECU related to admissions and registration in the online courses needed for the ESL Endorsement. All cohort members shall be admitted at ECU's sole discretion after meeting university and program requirements.
5. At the completion of the twelve (12) credit hour ESL Endorsement as described in paragraphs (1) and (2) of this MOU and any waived hours of online or on-campus courses as described in paragraph (3) of this MOU, tuition for all online or on-campus courses enrolled in through the ECU Advantage program shall be paid by the Fayette County Public Schools' cohort member in accordance with all due dates and processes established by ECU's Student Accounting Services and published at [studentaccounting.ecu.edu](http://studentaccounting.ecu.edu). Any Fayette County Public Schools' cohort member that fails to pay a bill in full by the required due date shall be subject to late fees, as established by ECU's Student Accounting Services, and registration holds, which prevent the cohort member from registering for any course in any semester until the cohort member's account is up to date.
6. At the completion of the twelve (12) credit hour ESL Endorsement as described in paragraphs (1) and (2) of this MOU and any waived hours of online or on-campus courses as described in paragraph (3) of this MOU, a Fayette County Public Schools' cohort member is guaranteed a fixed graduate-level tuition rate from initial enrollment in any of ECU's online or on-campus courses through the ECU Advantage program for up to two (2) consecutive years so long as that cohort member remains continuously enrolled at ECU. Thereafter, ECU's standard graduate-level tuition rate may fluctuate, and Fayette County Public Schools' cohort member shall be responsible for paying any increases to the standard graduate-level tuition rate. Fluctuations in the tuition rate shall not, however, impact the eligibility of Fayette County Public Schools' cohort member participating in the ECU Advantage program to qualify for and receive the tuition benefits established in paragraphs (1) and (3) of this MOU.
7. The ECU Advantage program is a scholarship program that will be reported as required by law on the student employee's ECU financial account and required tax forms.
8. In addition to the tuition benefit outlined in paragraphs (1) through (7) of this MOU, ECU agrees to conduct professional development once per semester for two (2) semesters for Fayette County Public Schools at no cost. Professional development will be provided by Dr. Emily Zuccaro, Literacy and ESL Assistant Professor with a background in teaching ESL and conducting research on the literacy practices of refugee populations, and Dr. Socorro Zaragoza, Spanish Associate Professor, who has extensive work around equity for diverse groups.
9. In addition to the tuition benefit outlined in paragraphs (1) through (7) of this MOU, Fayette County Public Schools employees shall also be eligible to receive a twenty percent (20%) discount when enrolling in any training provided by ECU's Workforce Development and/or the ECU OSHA Training Institute Education Center. Fayette County Public Schools may also access free customized



price quotes, based on company needs, for group enrollments by contacting Susan Cornelius ([Susan.Cornelius@eku.edu](mailto:Susan.Cornelius@eku.edu) or 859-622-6216).

10. It is understood and agreed to by the parties that neither party to this MOU shall be legally liable for any negligent or wrongful acts, either of commission or omission, of the other, unless such liability is imposed by law, and this MOU shall not be construed as seeking to either enlarge or diminish any obligation or duty owed by one party against the other or against third parties.
11. Both parties agree to comply with all applicable federal and state nondiscrimination, equal opportunity, and affirmative action laws, orders, and regulations. Neither party shall engage in unlawful discrimination or harassment against any person because of race, color, religion, sex, national origin, ancestry, age, marital status, disability, unfavorable discharge from the military, protective order status, or status as a disabled veteran or veteran of the Vietnam era.
12. The terms and conditions of this MOU may only be amended by mutual written consent of both parties.
13. No party shall assign its respective rights or obligations under this MOU without prior written consent of the other party. Any purported assignment or delegation in violation of this MOU shall be void.
14. The parties are independent contractors. Neither party nor their employees shall be deemed to be an employee, agent, partner or legal representative of the other for any purpose and neither shall have any right, power or authority to create any obligation or responsibility on behalf of the other.
15. This MOU is the final and exclusive MOU between the parties. All prior negotiations and MOUs are superseded by this MOU.
16. If any term or portion of this MOU is declared invalid, the invalid portion shall be deemed to be severed and all remaining provisions of this MOU shall be valid and enforceable to the fullest extent permitted by law.
17. This MOU shall be construed in accordance with the laws of the Commonwealth of Kentucky without regard to conflict of laws principles.

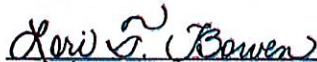
IN WITNESS WHEREOF, the parties hereto have executed this MOU, effective <sup>through</sup> ~~as of the last date~~ written below 

30 June 2022 :

Approved By:

Lori T. Bowen, Director

Printed Name and Title

  
Signature

17 June 2021

Date Signed

EASTERN KENTUCKY UNIVERSITY:

Approved By:

Dr. Nicola F. Mason, Chair of ECU Department of Curriculum & Instruction

Printed Name and Title

N. F. Mason  
Signature

6.18.2021

Date Signed

Benton D. Shirey, Director  
Printed Name and Title

Benton D. Shirey  
Signature

06/21/2021

Date Signed



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FAYETTE COUNTY PUBLIC SCHOOLS

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

**MEETING: Regular**

**DATE: 7/12/2021**

**TOPIC: 2021-2022 Athletic Handbook Revisions**

**PREPARED BY: Rob Sayre, Director of Athletics**

**Recommended Action on: 7/26/2021**  
**Action Item First Read**

**Superintendent Prior Approval: No**

**Recommendation/Motion: Approve changes to the Middle and High School Athletic Guidelines for the 2021-2022 school year as recommended by staff.**

**Background/Rationale:** The High School Athletic Guidelines are utilized as an instrument for guiding the orderly operation of all Fayette County High School Athletic Programs. It is reviewed annually by the High School Athletic Directors and all coaches at the beginning of the school year. The Middle School Athletic Guidelines are utilized as an instrument for guiding the orderly operation of all Fayette County Middle School Athletic Programs. It is reviewed annually by each sports representative with constituent coaches at the beginning of the school year. Revisions to this guide are made annually by the Middle School Athletic Council in cooperation with middle school principals. The High School Guidelines address all aspects of high school athletic activity and provide specific policies in each sport according to the Kentucky High School Athletic Association (KHSAA) By-Laws. The Middle School Guidelines address all aspects of middle school athletic activity and provide specific policies in each sport currently offered.

**Policy: 09.312 Athletics, 09.313 Insurance (Athletics), 09.314 Eligibility (Athletics)**

**Fiscal Impact: N/A**

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

## 2021-2022 Recommended Revisions for the Middle School Athletic Handbook

Page #/ Sections/Paragraph	Current Language	Proposed Language	Rationale
Page 5-Admission for MS Athletic Contests	Fayette County Staff Badges, Gold Cards, KHSAA Passes, Athletic Trainer passes, and Administrator Passes will be honored at all FCPS Middle School events	Gold Cards, KHSAA Passes, Athletic Trainer passes, and Administrator Passes will be honored at all FCPS Middle School events	Remove- Fayette County Staff Badges.  Clarification on entry into games/events.  Only staff members working the games will get in free.  This is consistent with what occurs at the HS level.
Page 11-Out of Season Conditioning Program	Mandatory out of season conditioning programs are prohibited in the middle school during the school year.	Mandatory out of season conditioning programs are prohibited in the middle school during the school year, and during the summer prior to July 10 <sup>th</sup> .	Clarification on Summer mandatory practices.
New	N/A	Add Lacrosse to the Spring Sports menu	Newly approved, sanctioned MS sport

**2021-2022 Recommended Revisions for the High School Athletic Handbook**

Page #/ Sections/Paragraph	Current Language	Proposed Language	Rationale								
	NEW	Added: Lacrosse Information	Newly Sanctioned Sport								
23-25 Specific Provisions for HS Sports	Required at least two scheduled games against other FCPS schools in specific sports	Changing to one game required against other FCPS schools in the sports of Baseball, Softball, Girls and Boys Basketball	Create more flexibility for scheduling regular season games.								
7-8 Admission Prices	Volleyball, Football, Soccer, Basketball and Track <ul style="list-style-type: none"><li>Adult \$6.00, Student \$4.00</li></ul> Baseball and Softball <ul style="list-style-type: none"><li>Adult \$5.00, Student \$3.00</li></ul> Stand-alone freshman/JV games <ul style="list-style-type: none"><li>Adult \$3.00, Student \$2.00</li></ul> Children five and under <ul style="list-style-type: none"><li>No charge</li></ul>	<b>Admission Prices for Athletic Contests</b>	Minimize the amount of \$1-dollar bills needed on hand (During football and some basketball games (in some instances more than \$1,500 \$1-dollar bills must be on hand))  Minimize the amount of change created, and counted (by our parent’s volunteers), therefor reducing the chance for clerical errors.  Only one version of the tickets (electronic or paper) will be necessary, streamlining accounting and minimizing clerical errors.								
		<table><tr><th>Event</th><th>Admission Price Adult/Student</th></tr><tr><td>Varsity Contest</td><td>\$5.00</td></tr><tr><td>JV/Freshman Stand Alone Contest</td><td>\$3.00</td></tr><tr><td>Children five (5) and under</td><td>No charge</td></tr></table>		Event	Admission Price Adult/Student	Varsity Contest	\$5.00	JV/Freshman Stand Alone Contest	\$3.00	Children five (5) and under	No charge
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		JV/Freshman Stand Alone Contest		\$3.00							
Children five (5) and under	No charge										





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FAYETTE COUNTY PUBLIC SCHOOLS

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

**MEETING: Regular**

**DATE: 7/12/2021**

**TOPIC: Contract – Central Kentucky Riding for Hope (The Stables)**

**PREPARED BY: James McMillin**

**Recommended Action on: 7/26/2021**

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

**Superintendent Prior Approval: No**

**Recommendation/Motion: A motion is in order to approve the contract for Central Kentucky Riding for Hope, Inc.**

**Background/Rationale: Central Kentucky Riding for Hope (CKRH) provides facilities and educational services for an alternative program and has expertise as described in the attached document and has expertise or needed products as described herein.**

**Policy: 01.11**

**Fiscal Impact: \$91,111.00**

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

## CONTRACT

THIS CONTRACT is entered into this 1st day of July, 2021, by and between the BOARD OF EDUCATION OF FAYETTE COUNTY, KENTUCKY, 450 Park Place, Lexington, Kentucky 40511 ("Board") and CENTRAL KENTUCKY RIDING FOR HOPE, INC. (CKRH) PO Box 13155 Lexington, Kentucky 40583 ("Second Party").

### A. PARTIES:

The Board of Education of Fayette County, Kentucky, ~~Chief of High Schools~~ has established the need to contract with CKRH to provide educational services and facilities for an alternative program (The Stables) and has determined that this need cannot be met by existing district staff.

Central Kentucky Riding for Hope (CKRH) provides facilities and educational services for an alternative program and has expertise as described in the attached document and has expertise or needed products as described herein.

### B. PURPOSE:

The purpose of this contract is to improve the availability of resources and educational programming for students enrolled in an alternative program within Fayette County Schools (see attached for specific services).

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

1. The Second Party shall provide to the ~~The Stables~~, as an independent contractor, services under the direction of ~~Rachel Baker, Principal~~.
2. The second party shall provide resources and educational programming for students enrolled in an alternative program within Fayette County Schools (see attached for specific services).
3. The Board agrees to pay the Second Party for the services/products provided in this contract the amount of \$91,111.00. Additional expenses to be reimbursed are 0.00, with a total amount of this contract not exceeding \$91,111.00
4. The Second Party shall provide to the Fayette County Board of Education an invoice for services rendered under this contract and any agreed upon expenses to be reimbursed. Unless otherwise stated, travel and per diem shall be reimbursed based upon the district's current travel policies.
5. The Second Party is not debarred or suspended or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."
6. This contract may be re-negotiated based upon, but not limited to, increases in services to participants. Any modifications shall be agreed to in writing and signed by both parties.
7. The staff providing services to the Board herein are employees of the Second Party and shall not represent to anyone that they are employees or agents of the Board.
8. Either party shall have the right to terminate this agreement at any time upon a fourteen (14) day written notice, either personally delivered or served by some form of return receipt mail evidencing delivery, to the other party.

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

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

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

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

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

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

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

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

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

18. This agreement will be in effect from July 1, 2021, through June 30, 2022, unless terminated by either party as defined in Paragraph 8. The agreement may be renewed annually based upon evaluation of the effectiveness of the agreement in meeting the goals set forth herein and funding availability.

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

Principal/Director's Approval



BOARD OF EDUCATION OF FAYETTE COUNTY  
KENTUCKY

6/1/22

Date

Dr. Marlene Helm, Acting Superintendent Date

Patricia J. Kline 4-15-21

**Pat Kline,**

**Central Kentucky Riding for Hope**

Date



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FAYETTE COUNTY PUBLIC SCHOOLS

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

**MEETING: Regular**

**DATE: 7/26/21**

**TOPIC: District Statement of Assurances**

**PREPARED BY: Ann Sampson-Grimes**

**Recommended Action on: 7/26/2021**

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

**Superintendent Prior Approval: No**

**Recommendation/Motion: Approve Fayette County Public Schools' submission of Statement of Assurances for the 2021-2022 school year.**

**Background/Rationale: Yearly requirement by KDE**

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

**Fiscal Impact: N/A**

**Attachments(s): District Assurance Statement**

**AN EQUAL OPPORTUNITY SCHOOL DISTRICT**

Board of Education: Tyler Murphy, Chair • Amy Green, Vice Chair • Tom Jones • Christy Morris • Stephanie Spires

Acting Superintendent Marlene Helm

450 Park Place, Lexington, Kentucky 40511 • Phone: 859.381.4100 • [www.fcps.net](http://www.fcps.net)

## Fayette County (165) Public District - FY 2022 - District Funding Assurances - Rev 0

## \* The LEA assures that it will comply with the following provisions:

1.	A comprehensive and current needs assessment, consistent with local board policy, supports the district improvement plan. The needs assessment is considered comprehensive and current if the required annual diagnostics have been completed. A comprehensive needs assessment may include a review of 1) curriculum; 2) classroom evaluation/assessment; 3) instruction; 4) school culture; 5) family and community involvement; 6) professional growth and evaluation; 7) leadership; 8) organizational structure and resources; and 9) an effective planning process.	* Yes ▼
2.	The district has a planning policy in place for school councils to follow that describes the form and function of school improvement planning in the district as per KRS 160.345(3)(c). The district and all schools develop their improvement plans in accordance with this policy and with the involvement of representative groups, including required members of the needs assessment team.	* Yes ▼
3.	The local school district reviews its district improvement plan at least annually and revises as needed. Implementation of activities and strategies described in the action plan are evaluated for impact on student performance and classroom practices and posted on the appropriate school or district website. The Comprehensive District Improvement Plan (CDIP) for each district shall be posted to the district's website. The Comprehensive School Improvement Plan (CSIP) for each school shall be posted to the school's website.	* Yes ▼
4.	The local school district will cooperate in carrying out any evaluation of each program conducted by or for the Kentucky Department of Education (KDE), or the U.S. Department of Education ("Covered Program").	* Yes ▼

5.	The local school district will administer each Covered Program in accordance with all applicable statutes, regulations, program plans and applications.	* Yes ▼
6.	Before its district improvement plan is posted, the district has afforded a reasonable opportunity for public input on the plan and has considered such input (703 KAR 5:225).	* Yes ▼
7.	Where appropriate, the local school district will consult with private school officials in a timely and meaningful way to assure equitable participation of children and/or teachers in the private schools	* Yes ▼
8.	The local school district will coordinate and collaborate with other agencies as required by the Every Student Succeeds Act (ESSA) Title I, Parts A, C, and D; ESSA Title II, Parts A, B, and D; ESSA Title IV, Title VII, Title X, Part C, the Individuals with Disabilities Education Act (IDEA), and the Carl D. Perkins Vocational and Technical Education Act of 2006 or its successor.	* Yes ▼
9.	The local school district will adopt and use proper methods of administering the Covered Programs, including: implementation of obligations, the correction of deficiencies in program operations as identified through technical assistance, program audits, monitoring or evaluation, and the adoption of written procedures for the receipt and resolution of complaints alleging violations of law in the administration of such programs	* Yes ▼
10.	The local school district will:	* Yes ▼
	a. Provide timely program reports to the Kentucky Department of Education on activities and expenditures, including reports requested by the U. S. Department of Education	
	b. Maintain records, provide information, and afford access to the records as the Kentucky Department of Education or the federal offices may find necessary to carry out their responsibilities	



11.	The local school district will comply with the Civil Rights Act of 1964, Title IV, Title VI, Title VII; the Equal Educational Opportunities Act of 1974; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; and the Age Discrimination Act prohibiting discrimination on the basis of race, color, national origin, age, religion, marital status, sex, or disability.	* Yes ▼
12.	The local school district assures that its district improvement plan describes steps it will take to ensure equitable access to, and equitable participation in, the project or activity to be conducted with such assistance, by addressing the special needs of students, teachers, and other program beneficiaries in order to overcome barriers to equitable participation, including barriers to gender, race, color, national origin, disability, and age. [General Education Provisions Act (GEPA) Section 427].	* Yes ▼
13.	The local school district will comply with the Single Audit Act. (2 C.F.R. Part 200 Subpart F)	* Yes ▼
14.	The local school district has control of Covered Programs and holds title to property acquired with the funds. The district will administer the funds and property as required by the authorizing law and for the purpose for which they are granted. The district retains control in the event of contractual arrangements made with other parties.	* Yes ▼
15.	The local school district will use fiscal control and fund accounting procedures (MUNIS) to ensure proper disbursement of and accounting for federal and state funds paid to the district under the Covered Programs.	* Yes ▼
16.	The local school district will submit an amendment prior to opening an object code series or to purchase equipment that costs \$5,000 or more per unit after the initial budget has been submitted and approved.	* Yes ▼
17.	The local school district assures that:	* Yes ▼



a.	Federal appropriated funds have not been paid and shall not be paid by or on behalf of the local school district, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the making of any federal grant, for entering any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.	
b.	No funds other than federal appropriated funds have been paid, and shall not be paid, to any person for influencing or attempting to influence an officer or employee of any agency in connection with the federal grant. The Superintendent shall complete and file Standard Form LLL "Disclosure Form to Report Lobbying" in accordance with its instructions for any payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	
18.	The superintendent shall require that these assurances and certifications be included in the award documents for all sub-grantees.	* Yes ▼
19.	Federal funds received under Covered Programs are used only to supplement and in no case supplant funds from non-federal sources.	* Yes ▼
20.	If the project involves construction, the project is consistent with overall state plans for the construction of school facilities; and, in developing plans for construction, due consideration is given to excellence of architecture and design, compliance with the Americans with Disabilities Act and standards prescribed by the Secretary under Section 504 of the Rehabilitation Act of 1973 in order to ensure that facilities constructed with the use of federal funds are accessible to and usable by individuals with disabilities [GEPA, Sec. 436].	* Yes ▼

21.	Federal funds received will not be used to acquire equipment (including computer software) when such acquisition results in a direct financial benefit to an organization representing the interests of the school district or its employees or any affiliate of such organization [GEPA, Sec. 436].	* Yes ▼
22.	The local school district will maintain procedures to minimize the time elapsing between the transfer of federal grant funds and their disbursement (2 C.F.R. Part 200.305).	* Yes ▼
23.	Any plan, budget, evaluation, periodic program plan, or report relating to the covered programs is made readily available to parents and other members of the general public for the purpose of public inspection (34 C.F.R. 76.304). The local school district will comply with the Kentucky Open Records Act set forth at KRS 61.870-884.	* Yes ▼
24.	Children served in Covered Programs will have access to all state and locally funded instructional, social, health, transportation, and nutritional services on the same basis as any other child and have the opportunity to meet the same challenging content and performance standards as any other child.	* Yes ▼
25.	The local school district will comply with 2 C.F.R. Part 200 - Uniform Administrative Requirements, Cost Principles, And Audit Requirements for Federal Awards as applicable.	* Yes ▼
26.	The local school district will comply with 2 C.F.R. Part 200 Subpart E as it relates to cost principles for federal fund uses.	* Yes ▼
27.	The local school district will comply with 2 C.F.R. Part 200 Subpart D Property Standards (200.310-200.316).	* Yes ▼
28.	The local school district will comply with the Debarment, Suspension, and other Responsibility matters regulation (34 C.F.R. 85.110).	* Yes ▼
29.	The local school district will comply with assurance of Compliance (Form HEW 441) or any court ordered desegregation plan that applies to this application.	* Yes ▼
30.	The local school district will comply with the Gun-Free Schools Act of 1994.	* Yes ▼
31.	The local school district will comply with the Pro-Children Act of 1994.	* Yes ▼

32.	The local school district will comply with the Family Educational Rights and Privacy Act of 1974 (FERPA) and the Protection of Pupil Rights Amendment (PPRA).	* Yes ▼
33.	The local school district will comply with the Procurement Standards as described in 2 C.F.R. 200.318-200.327.	* Yes ▼
34.	The local school district shall certify that no policy of the district or the school prevents or otherwise denies participation in constitutionally protected prayer in the public schools (K-12) (20 U.S.C. 7904).	* Yes ▼
35.	The local school district will comply with all provisions of KRS 158.649 relating to the reduction of achievement gaps among student populations.	* Yes ▼
36.	The district improvement plan includes specific strategies based on data in the School Report Card to support schools.	* Yes ▼
37.	The district improvement plan includes specific strategies to support schools that have not met the goals of the Interim Performance Report for the Kentucky Performance Rating for Educational Progress (K-PREP).	* Yes ▼
38.	All current school improvement plans are on file in the district's central office for review.	* Yes ▼
39.	The local school district will have a technology plan in place to support the technology initiatives that are funded through various federal and state programs including the Every Student Succeeds Act (ESSA), the Universal Service Administrative Company (USAC) E-Rate program, and the Kentucky Education Technology System (KETS) program.	* Yes ▼
40.	The local district assures that all students have had access and opportunity to learn the standards contained in the Kentucky Academic Standards at 704 KAR 3:303 and 704 KAR Chapter 8.	* Yes ▼
41.	The local district assures that all students have met the minimum graduation requirements upon graduation. 704 KAR 3:305.	* Yes ▼
42.	The local district assures that all students in grades 6-12 have an Individual Learning Plan. KRS 158.6459 and 704 KAR 3:305.	* Yes ▼

<p>43. As it relates to student interventions, the local district assures:</p> <table border="1"> <tr> <td data-bbox="344 175 386 212">a.</td> <td data-bbox="401 175 1707 521">A high school student whose highest score on the college admissions examination under KRS 158.6453 (5)(b)5 in English, reading, or mathematics is below the system-wide standard established by the Council on Postsecondary Education for entry into a credit-bearing course at a public postsecondary institution without placement in a remedial course or an entry-level course with supplementary academic support shall be provided the opportunity to participate in accelerated learning designed to address his or her identified academic deficiencies prior to high school graduation. KRS 158.6459(1).</td> </tr> <tr> <td data-bbox="344 537 386 574">b.</td> <td data-bbox="401 537 1707 833">By February 1 of each year, the school-based decision making council, or the principal if there is not a council, with the involvement of parents, faculty, and staff shall set the school's targets for eliminating any achievement gap and submit them to the superintendent for consideration. The superintendent and the school-based decision making council, or the principal if there is not a council, shall agree on the targets before they are submitted to the local board of education for adoption. KRS 158.649(4).</td> </tr> </table>	a.	A high school student whose highest score on the college admissions examination under KRS 158.6453 (5)(b)5 in English, reading, or mathematics is below the system-wide standard established by the Council on Postsecondary Education for entry into a credit-bearing course at a public postsecondary institution without placement in a remedial course or an entry-level course with supplementary academic support shall be provided the opportunity to participate in accelerated learning designed to address his or her identified academic deficiencies prior to high school graduation. KRS 158.6459(1).	b.	By February 1 of each year, the school-based decision making council, or the principal if there is not a council, with the involvement of parents, faculty, and staff shall set the school's targets for eliminating any achievement gap and submit them to the superintendent for consideration. The superintendent and the school-based decision making council, or the principal if there is not a council, shall agree on the targets before they are submitted to the local board of education for adoption. KRS 158.649(4).	<p>* <input type="button" value="Yes"/> ▼</p>
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b.	By February 1 of each year, the school-based decision making council, or the principal if there is not a council, with the involvement of parents, faculty, and staff shall set the school's targets for eliminating any achievement gap and submit them to the superintendent for consideration. The superintendent and the school-based decision making council, or the principal if there is not a council, shall agree on the targets before they are submitted to the local board of education for adoption. KRS 158.649(4).				
<p>44. The local district assures that all courses in the local course catalog are linked to Kentucky's Uniform Academic Course Codes. 704 KAR 3:540.</p>	<p>* <input type="button" value="Yes"/> ▼</p>				
<p>45. The local district assures that a library media center has been established in every elementary and secondary school and that a school librarian is employed to organize, equip, and manage the operations of the school media library and holds the appropriate certificate in accordance with KRS 161.020, 161.030, and 158.102.</p>	<p>* <input type="button" value="Yes"/> ▼</p>				
<p>46. The local district assures that all students grades K-3 have been provided learning experiences that include developmentally appropriate educational practices; multiage and multiability classrooms; continuous progress; authentic assessment; qualitative reporting methods; professional teamwork; and positive parent involvement. 704 KAR 3:440</p>	<p>* <input type="button" value="Yes"/> ▼</p>				

<p>47. The local district assures that any courses being identified as advanced placement courses are identified as an advanced placement course by the College Board; include the content as described in the college board overview, description, and recommended course syllabus for the appropriate course; are aligned with Kentucky's Academic Expectations as established in KRS 158.6451 and Kentucky's Academic Standards as established in 704 KAR 3:303 and 704 KAR Chapter 8; and prepares a student to take and be successful on the appropriate advanced placement examination administered by the college board. Advanced placement courses must be accessible to all students. 704 KAR 3:510</p>	<p>* <input type="text" value="Yes"/></p>																
<p>48. The district assures compliance with KRS 158.791 which requires:</p> <table border="1"> <tr> <td data-bbox="184 524 388 630">Elementary Schools to:</td> <td data-bbox="388 524 1717 630"></td> </tr> <tr> <td data-bbox="184 630 388 703">a.</td> <td data-bbox="388 630 1717 703">Provide comprehensive school-wide reading program;</td> </tr> <tr> <td data-bbox="184 703 388 816">b.</td> <td data-bbox="388 703 1717 816">Provide diagnostic reading assessments and intervention services for those students who need them to learn to read at the proficient level;</td> </tr> <tr> <td data-bbox="184 816 388 889">c.</td> <td data-bbox="388 816 1717 889">Ensure quality instruction by highly trained teachers;</td> </tr> <tr> <td data-bbox="184 889 388 995">d.</td> <td data-bbox="388 889 1717 995">Provide high quality library media programming; (defined in KDE's Beyond Proficiency @ your library)</td> </tr> <tr> <td data-bbox="184 995 388 1149">Middle and High Schools:</td> <td data-bbox="388 995 1717 1149"></td> </tr> <tr> <td data-bbox="184 1149 388 1344">a.</td> <td data-bbox="388 1149 1717 1344">Provide direct, explicit instruction to students lacking skills in how to read, learn, and analyze information in key subjects, including language, reading , English, mathematics, science, social studies, arts and humanities, practical living, and career studies;</td> </tr> <tr> <td data-bbox="184 1344 388 1450">b.</td> <td data-bbox="388 1344 1717 1450">Ensure that teachers have the skills to help all students develop critical strategies and skills for subject-based reading.</td> </tr> </table>	Elementary Schools to:		a.	Provide comprehensive school-wide reading program;	b.	Provide diagnostic reading assessments and intervention services for those students who need them to learn to read at the proficient level;	c.	Ensure quality instruction by highly trained teachers;	d.	Provide high quality library media programming; (defined in KDE's Beyond Proficiency @ your library)	Middle and High Schools:		a.	Provide direct, explicit instruction to students lacking skills in how to read, learn, and analyze information in key subjects, including language, reading , English, mathematics, science, social studies, arts and humanities, practical living, and career studies;	b.	Ensure that teachers have the skills to help all students develop critical strategies and skills for subject-based reading.	<p>* <input type="text" value="Yes"/></p>
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b.	Ensure that teachers have the skills to help all students develop critical strategies and skills for subject-based reading.																

49.	The district assures compliance with KRS 156.160 which requires every public middle and high school curriculum to include instruction on the Holocaust and other cases of genocide, as defined by the United Nations Convention on the Prevention and Punishment of the Crime of Genocide, that a court of competent jurisdiction, whether a court in the United States or the International Court of Justice, has determined to have been committed by applying rigorous standards of due process.	* Yes ▼
50.	If a school council or, if none exists, the principal adopts a curriculum for human sexuality or sexually transmitted diseases, instruction shall include but not be limited to the following content: (1) Abstinence from sexual activity is the desirable goal for all school-age children; (2) Abstinence from sexual activity is the only certain way to avoid unintended pregnancy, sexually transmitted diseases, and other associated health problems; and (3) The best way to avoid sexually transmitted diseases and other associated health problems is to establish a permanent mutually faithful monogamous relationship.	* Yes ▼
51.	As required by the Every Student Succeeds Act, the school district assures that its employees, contractors, or agents, shall not assist a school employee, contractor, or agent in obtaining a new job, apart from the routine transmission of administrative and personnel files, if the individual or school district knows, or has probable cause to believe, that such school employee, contractor, or agent engaged in sexual misconduct regarding a minor or student in violation of the law. [20 U.S.C.A. 7926]	* Yes ▼
52.	The district ensures data collection and reporting requirements are met as defined in state or federal law. This includes ensuring collection, reporting and quality control measures are in place within schools. Examples include: school and district report cards (ESSA S.1177(h); KRS 158.6453 and 703 KAR 5140), biennial federal Civil Rights Data Collection (20 U.S.C. 3413(c)(1)).	* Yes ▼
53.	The local district must be registered with the <u>System for Awards Management</u> and maintain an active registration.	* Yes ▼

## Fayette County (165) Public District - FY 2022 - District Funding Assurances - Rev 0

**\*The LEA assures that it will comply with the following provisions:**

1.	The local school district will designate a point of contact for the district for foster care. [Every Student Succeeds Act Section 1112(c)(5)]	* Yes ▼
2.	The local school district will collaborate with the State or local child welfare agency to develop and implement clear written procedures governing how transportation will be provided, arranged and funded to ensure children in foster care can remain in their school of origin when in their best interest for the duration of the time in foster care.	* Yes ▼
	Procedures shall:	
a.	Ensure that children in foster care needing transportation to the school of origin will promptly receive it in a cost-effective manner and in accordance with section 475(4)(A) of the Social Security Act (42 U.S.C. 675(4)(A)); and	
b.	Ensure that, if there are additional costs incurred in providing transportation to maintain children in foster care in their schools of origin, the local educational agency will provide transportation to the school of origin if:	
i.	The local child welfare agency agrees to reimburse the local educational agency for the cost of such transportation;	
ii.	The local educational agency agrees to pay for the cost of such transportation; or	
iii.	The local educational agency and the local child welfare agency agree to share the cost of such transportation.	



3.	The local school district will adopt policies and practices to ensure that any child in foster care remains in the child's school of origin, unless a determination is made that it is not in such child's best interest. Such decisions shall be based on all factors relating to the child's best interest, including consideration of the appropriateness of the current educational setting and the proximity to the school in which the child is enrolled at the time of placement. ESEA Sec. 1111(g)(1)(E)(i)	* Yes ▼
4.	The local school district will adopt policies and practices to ensure that if it is not in the child's best interest to remain in the school of origin, the child will be immediately enrolled in a new school even if the child is unable to produce records normally required for enrollment. ESEA Sec. 1111(g)(1)(E)(ii)	* Yes ▼
5.	The enrolling school shall immediately contact the school last attended by any such child to obtain relevant academic and other records. ESEA Sec. 1111(g)(1)(E)(iii)	* Yes ▼



Use of Physical Restraint and Seclusion in Public Schools (704 KAR 7:160) Local Education Agency (LEA) Assurances

**Fayette County (165) Public District - FY 2022 - District Funding Assurances - Rev 0**

**Use of Physical Restraint and Seclusion in Public Schools (704 KAR 7:160) Local Education Agency (LEA) Assurances**

**\*The LEA assures that it will comply with the following provisions:**

1.	The local school district will fully comply with the requirements of <u>704 KAR 7:160</u> . Use of Physical Restraint and Seclusion in public schools, including but not limited to policy development and reporting incidents of physical restraint and seclusion.	* Yes ▼
2.	If selected, the district will submit to monitoring of its compliance with <u>704 KAR 7:160</u> and will comply with all corrective actions that result from said monitoring.	* Yes ▼

Every Student Succeeds Act (ESSA) Title I, Part A Assurances: Improving Basic Programs

**Fayette County (165) Public District - FY 2022 - District Funding Assurances - Rev 0**

**\* The LEA assures the that it will comply with the following provisions:**

1.	Districts and schools receiving Title I, Part A funds will comply with all requirements outlined in Title I, Part A of the Every Student Succeeds Act, unless an approved notice of the waiver of specific requirements has been issued by the Kentucky Department of Education.	* Yes ▼
2.	Districts and schools receiving Title I, Part A funds will maintain records that support their compliance with Title I, Part A requirements and approved plans.(2 CFR 200.334-338)	* Yes ▼
3.	If selected, the local school district will submit to state-conducted Title I, Part A monitoring and will comply with all corrective actions that result of such monitoring. [8306(a)(4)]	* Yes ▼
4.	Districts will comply with the following assurances as outlined within Title I, Part A, Section 1112 of the Every Student Succeeds Act, unless a notice of the waiver of specific requirements has been issued by the Kentucky Department of Education.	* Yes ▼
	The local school district will	
	<ul style="list-style-type: none"> <li>ensure that migratory children and former migratory children who are eligible to receive services under this part are selected to receive such services on the same basis as other children who are selected to receive services under this part;</li> </ul>	

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| <ul style="list-style-type: none"> <li>• provide services to eligible children attending private elementary schools and secondary schools within and outside the district that serve students residing in the district in accordance with section 1117, including timely and meaningful consultation with private school officials regarding such services. This consultation occurs during development of the district's programs under Title I, Part A and is done with the goal of reaching an agreement on how to provide equitable services to eligible private school students. This assurance is also required pursuant to Section 1112(c)(2) of ESSA;</li> </ul> |  |
| <ul style="list-style-type: none"> <li>• participate, if selected, in the National Assessment of Educational Progress in reading and mathematics in grades 4 and 8 carried out under section 303(b)(3) of the National Assessment of Educational Progress Authorization Act (20 U.S.C. 9622(b)(3));</li> </ul>   |  |
| <ul style="list-style-type: none"> <li>• coordinate and integrate services provided under this part with other educational services at the local school district or individual school level, such as services for English learners; children with disabilities; migratory children; American Indian, Alaska Native, and Native Hawaiian children; and homeless children and youths, in order to increase program effectiveness, eliminate duplication, and reduce fragmentation of the instructional program;</li> </ul>   |  |
| <ul style="list-style-type: none"> <li>• ensure all schools in the district give timely notice to parents of students taught for four or more consecutive weeks by a teacher who does not meet applicable state certification requirements at the grade level and subject area assigned;</li> </ul>  |  |
| <ul style="list-style-type: none"> <li>• ensure that all teachers and paraprofessionals working in a program supported with Title I, Part A funds meet applicable State certification and licensure requirements, including any requirements for certification obtained through alternative routes to certification. KRS 161.020 prohibits a person from holding a public school position for which certificates may be issued, unless he or she holds a certificate for the position, issued by the Education Professional Standards Board; and</li> </ul>  |  |

	<ul style="list-style-type: none"> <li>in the case of a local school district that chooses to use Title I, Part A funds to provide early childhood education services to low-income children below the age of compulsory school attendance, ensure that such services comply with the performance standards established under section 641A(a) of the Head Start Act (42 U.S.C. 9836a(a)).</li> </ul>	
5.	Local school districts shall:	* Yes ▼
	<ul style="list-style-type: none"> <li>provide technical assistance and support to schoolwide and targeted assistance programs, including consulting with schools as they develop plans pursuant to section 1114 and 1115 and assisting schools with the implementation of such plans;</li> </ul>	
	<ul style="list-style-type: none"> <li>take into account the experience of model programs for the educationally disadvantaged and the findings of relevant evidence based research when implementing services at Title I-served schools;</li> </ul>	
	<ul style="list-style-type: none"> <li>ensure that its Title I, Part A plan was developed with timely and meaningful consultation with teachers, principals, other school leaders, paraprofessionals, other appropriate school personnel, and with parents of children served under Title I, Part A;</li> </ul>	
	<ul style="list-style-type: none"> <li>ensure, through incentives for voluntary transfers, the provision of professional development, recruitment programs, or other effective strategies, that low-income students and minority students are not taught at higher rates than other students by unqualified, out-of-field, or inexperienced teachers;</li> </ul>	
	<ul style="list-style-type: none"> <li>use the results of the student academic assessments required under section 1111(b)(3), and other measures or indicators available to the district, to review annually the progress of each school served by the district and receiving funds under this part to determine whether all of the schools are making the progress necessary to ensure that all students will meet the State's proficient level of achievement on the State academic assessments described in section 1111(b)(3); and</li> </ul>	

	<ul style="list-style-type: none"> <li>ensure that the results from the academic assessments required under section 1111(b)(3) will be provided to parents and teachers as soon as is practicably possible after the test is taken, in an understandable and uniform format and, to the extent practicable, provided in a language that the parents can understand;</li> </ul>	
	<ul style="list-style-type: none"> <li>unless exempt, demonstrate compliance with the supplement, not supplant requirement by demonstrating that the methodology used to allocate State and local funds to each school receiving assistance under Title I ensures that such school receives all of the State and local funds it would otherwise receive if it were not receiving assistance under Title I (ESSA Section 1118 (b)(2)).</li> </ul>	
	<ul style="list-style-type: none"> <li>notify parents of each student attending any Title I school in the district at the start of the school year that they have the right to request, and the agency will provide the parents on request (and in a timely manner), information on the professional qualifications of their children's classroom teachers and paraprofessionals (ESSA Section 1112 (e))</li> </ul>	
	<ul style="list-style-type: none"> <li>notify parents of each student attending any Title I school in the district at the start of the school year that the parents may request, and the local school district will provide the parents on request (and in a timely manner), information regarding any State or local school district policy regarding student participation in any assessments mandated by section 1111(b)(2) and by the State or local school district (ESSA Section 1112(e)(2)(A).</li> </ul>	
	<ul style="list-style-type: none"> <li>make widely available through public means (including by posting in a clear and easily accessible manner on the local educational agency's website), information on each assessment required by the State to comply with section 1111, other assessment required by the State, and where such information is available and feasible to report, assessments required districtwide by the local educational agency (ESSA Section 1112(e)(2)(B).</li> </ul>	

	<ul style="list-style-type: none"> <li>not later than 30 days after the beginning of the school year, inform parents of an English learner identified for participation or participating in a language instruction educational program of the information described in ESSA Section 1112(e)(3)(A). The notice and information provided to parents shall be in an understandable and uniform format and, to the extent practicable, provided in a language that the parents can understand.</li> </ul>	
	<ul style="list-style-type: none"> <li>For those children who have not been identified as English learners prior to the beginning of the school year but are identified as English learners during such school year, the district shall notify the children's parents during the first 2 weeks of the child being placed in a language instruction educational program (1112(e)(3)(B)). The notice and information provided to parents shall be in an understandable and uniform format and, to the extent practicable, provided in a language that the parents can understand.</li> </ul>	
	<ul style="list-style-type: none"> <li>Implement an effective means of outreach to parents of English learners to inform the parents regarding how the parents can be involved in the education of their children; and be active participants in assisting their children to attain English proficiency, achieve at high levels within a well-rounded education, and meet the challenging State academic standards expected of all students. Implementing an effective means of outreach to parents shall include holding, and sending notice of opportunities for, regular meetings for the purpose of formulating and responding to recommendations from parents of students assisted under Title I or Title III. The notice and information provided to parents shall be in an understandable and uniform format and, to the extent practicable, provided in a language that the parents can understand (1112(e)(3)(C).</li> </ul>	
6.	Comply with Section 1113(c)(3) of ESSA, which requires a portion of Title I, Part A funds be set-aside for neglected institutions in the district (if applicable), and ensures such funds are spent on identified student needs as required by the Code of Federal Regulations (CFR).	* Yes ▼
7.	Pursuant to Section 1116(a)(3)(B) of ESSA, the district ensures that parents and family members of students receiving services under Title I, Part A are involved in decisions regarding the allotment of federal funding for parental involvement activities.	* Yes ▼

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| 8. | Pursuant to Section 1116(c)(1) of ESSA, the district ensures that each school served under Title I, Part A convenes an annual meeting, at a convenient time, to inform parents of their school's participation and explain requirements under Title I, Part A, including the right of parents to be involved.                           | * Yes ▼ |
| 9. | Pursuant to Section 1118(c), the district ensures it has established and implemented a district-wide salary schedule; a policy to ensure equivalence among schools in teachers, administrators, and other staff; and, a policy to ensure equivalence among schools in the provision of curriculum materials and instructional supplies. | * Yes ▼ |

**Fayette County (165) Public District - FY 2022 - District Funding Assurances - Rev 0**

**\* The LEA assures the that it will comply with the following provisions:**

1.	Districts will not discriminate against children who are not legally admitted to the United States by denying them access to educational programs offered to children of U. S. citizens. Neither shall the district:	* Yes ▼
	a. Require students or parents to disclose or document their immigration status.	
	b. Make inquiries of students or parents which may expose their undocumented status.	
	c. Require social security numbers of all students, as it may expose the undocumented status of students or parents (Plyler v. Doe, 457 U.S. 202, (1982))	
2.	Section 1304(b)(3) of the Every Student Succeeds Act states that the Kentucky Department of Education must promote interstate and intrastate coordination of migrant education services, including the transfer of pertinent school records, for migratory children. School districts must meet privacy requirements of FERPA. In carrying out this requirement, the signed Certificate of Eligibility (COE), by the migrant child's parent or legal guardian will serve as a consensual written permission to share personally identifiable information from their migrant record with local educational agencies and migrant regional service centers and to transfer such information to appropriate education officials in other states having migrant programs. Regional migrant service centers will have oversight of district programs in their region.	* Yes ▼
	a. Districts and regional offices agree to comply with any and all requests for data and documentation made by the Regional Service Centers and/or KDE in the manner in which it is requested (hard copy, electronic, etc.) within the timeline requested.	



b.	Districts will comply with the written requirements of the state migrant regional service centers to ensure the accuracy of data and the transfer of migrant student records. Districts, educational cooperatives or public colleges and universities serving as a local operating agency or migrant regional service centers will maintain a written record (Certificate of Eligibility) of the basis on which each child was determined to be eligible.	
c.	Districts and local operating agencies will supply the Kentucky Department of Education with all of the Migrant Student Information eXchange (MSIX) minimum data elements applicable to the child's age and grade within the timeframe established in 34 CFR 200.85 regardless of the type of school in which the child is enrolled (e.g. public, private, or home school), or whether a child is enrolled in any school.	
	i. For migratory children who are or were enrolled in private schools, the local operating agency meets its responsibility of this section for collecting minimum data elements (MDEs) applicable to the child's age and grade level by advising the parent of the migratory child, or the migratory child if the child is emancipated, of the necessity of requesting the child's records from the private school, and by facilitating the parent or emancipated child's request to the private school that it provide all necessary information from the child's school records-	
	1) Directly to the parent or emancipated child, in which case the local operating agency must follow up directly with the parent or child; or	
	2) To the SEA, or a specific local operating agency, for forwarding to MSIX, in which case the SEA or local operating agency must follow up with the parent, emancipated child, or the private school to make sure that the records requested by the parent or emancipated child have been forwarded.	

	ii.	For migratory children who are or were enrolled in home schools, the local operating agency meets its responsibility for collecting MDEs applicable to the child's age and grade level by requesting these records, either directly from the parent or emancipated child.	
	d.	The local operating agency is required to use the Consolidated Student Record for all migratory children who have changed residence to a new school district within the State or in another State in order to facilitate school enrollment, grade and course placement, accrual of high school credits, and participation in the migrant education program.	
	e.	The local operating agency is required to use reasonable and appropriate measures determined by the Kentucky Department of Education to ensure that all data submitted to MSIX are accurate and complete; and to respond promptly to any request by the US Department of Education for information needed to meet the Department's responsibility for the accuracy and completeness of data in MSIX.	
	f.	The local operating agency is required to follow the procedures outlined in the Kentucky MSIX Policies and Procedures guidebook for correcting data as requested by parents, guardians, and migratory children, and other SEAs.	
3.	Sections 1304 and 1306 of the Every Student Succeeds Act states that the Kentucky Department of Education shall identify and address the needs of migrant students through the appropriate coordination of local, state and federal funds. Districts will coordinate the migrant program with schoolwide projects and other programs within the district. Districts should identify all available resources for migrant students who are most academically at need.		* Yes ▼
4.	Each local operating agency will fully participate in a system for the storage of data and the transfer of migrant student records.		* Yes ▼
5.	Each local operating agency must employ personnel to recruit and advocate, ensuring the identification and recruitment of all eligible migrant children. It is highly recommended that these positions be full-time and bilingual.		* Yes ▼

6.	Each local operating agency shall implement effective parent involvement activities in accordance with the program Service Delivery Plan (SDP).	* Yes ▼
7.	The local operating agency will consult with parents of migratory children, including parent advisory councils, for programs not less than 1 school year in duration. All such programs and projects are carried out	* Yes ▼
a.	In a manner that provides for the same parental involvement as is required for programs and projects under section 1116, unless extraordinary circumstances make such provision impractical; and	
b.	In a format and language understandable to the parents (ESSA Section 1304 (c) (3)).	
8.	In providing services with funds received under this part, each recipient of such funds shall give priority to migratory children who have made a qualifying move within the previous 1-year period and who:	* Yes ▼
a.	Are failing, or most at risk of failing, to meet the challenging State academic standards; or	
b.	Have dropped out of school (ESSA Section 1304 (d)).	

**Fayette County (165) Public District - FY 2022 - District Funding Assurances - Rev 0**

**\* The LEA assures the that it will comply with the following provisions:**

1.	Districts and schools receiving Title I, Part D, Subpart 2 funds will comply with all applicable requirements outlined in Sections 1421-1432 of the Every Student Succeeds Act. This includes submission of an application to the state by prescribed deadlines and the maintenance of records supporting program compliance and adherence to state-approved plans.	* Yes ▼
2.	The local school district will submit to state-conducted Title I, Part D monitoring and will comply with all corrective actions/findings that result from such monitoring.	* Yes ▼
3.	The programs and services provided under this grant will be used to address the needs set forth in the application and fiscal related information will be provided within the fiscal year timelines established for new, reapplying, and/or continuing programs.	* Yes ▼

4.	The local school district will comply with civil rights and nondiscrimination requirement provisions and equal opportunities to participate for all eligible students, teachers, and other program beneficiaries. The programs and services provided with federal funds under this grant will be operated so as not to discriminate on the basis of age, gender, race, national origin, ancestry, religion, creed, pregnancy, marital or parental status, sexual orientation, or physical, mental, emotional, or learning disabilities.	* Yes ▼
5.	The local school district will evaluate its program periodically to assess its progress toward achieving its goals and objectives and use its evaluation results to refine, improve, and strengthen its program and to refine its goals and objectives as appropriate. The local school district will submit to the department such information, and at such intervals, that the department requires to complete state and/or federal reports.	* Yes ▼

6.	Each local school district receiving Title I, Part D Subpart 2 funds will ensure accurate and timely submission of neglected and delinquent student data as requested by the Kentucky Department of Education, including reports requested by the U.S. Department of Education. The district ensures that child counts submitted to KDE pursuant to Title I, Part D, which is found in Sections 1401-1432 of ESSA, are supported by appropriate documentation.	* Yes ▼
7.	The local school district will use fiscal control and fund accounting procedures that will ensure proper disbursement of, and accounting for, federal funds received and distributed under this program.	* Yes ▼
8.	Each agency receiving funds under this grant shall use these funds only to supplement, and not to supplant, state and local funds that, in the absence of such funds, would otherwise be spent for activities under this section.	* Yes ▼
9.	The local school district will administer such funds and property to the extent required by the authorizing statutes.	* Yes ▼

10.	Where feasible, the local school district will ensure educational programs in juvenile facilities are coordinated with the student's home school, particularly with respect to special education students with an individualized education program. Pursuant to Sections 1423(3) of ESSA, the district ensures that participating schools coordinate with facilities working with delinquent children to ensure such children are participating in a comparable education program.	* Yes ▼
11.	Where feasible, the local school district will provide transition assistance to help the youth stay in school, including coordination of services for counseling, assistance, in accessing drug and alcohol abuse prevention programs, tutoring, and family counseling.	* Yes ▼
12.	The local school district will provide support programs which encourage youth who have dropped out to re-enter school once their term has been completed or provide such youth with the skills necessary for such youth to gain employment or seek a high school diploma or its recognized equivalent.	* Yes ▼
13.	The local school district will ensure facilities for neglected, delinquent, or at-risk students are staffed with teachers and other qualified staff who are trained to work with children with disabilities and other students with special needs taking into consideration the unique needs of such children and students.	* Yes ▼

14.	The local school district will use, to the extent possible, technology to assist in coordinating educational programs between the juvenile facility and the community school.	* Yes ▼
15.	Where feasible, the local school district will involve parents in efforts to improve the educational achievement of their children and prevent the further involvement of such children in delinquent activities.	* Yes ▼
16.	The local school district will coordinate funds received under this program with other local, state, and federal funds available to provide services to participating youths, such as funds under the Job Training Partnership Act, and vocational education funds.	* Yes ▼
17.	The local school district will coordinate programs operated under this subpart with activities funded under the Juvenile Justice and Delinquency Prevention Act of 1974 as amended by the Juvenile Justice Reform Act of 2018 and other comparable programs, if applicable.	* Yes ▼
18.	If appropriate, the local school district will work with local businesses to develop training and mentoring programs for participating youth.	* Yes ▼



**Fayette County (165) Public District - FY 2022 - District Funding Assurances - Rev 0**

**\*Districts receiving ESSA Title II, Part A funds shall:**

1.	Submit an application to the Kentucky Department of Education (KDE) at such time, in such manner, and containing such information as required;	* Yes ▼
2.	Ensure activities carried out under this program are in accordance with the purpose of Title II as stated in Section 2001 of the ESSA, which is to:	* Yes ▼
a.	Increase student achievement consistent with the challenging State academic standards;	
b.	Improve the quality and effectiveness of teachers, principals, and other school leaders;	
c.	Increase the number of teachers, principals, and other school leaders who are effective in improving student academic achievement in schools; and	
d.	Provide low-income and minority students greater access to effective teachers, principals, and other school leaders;	
3.	Comply with all applicable requirements outlined in Sections 2102-2104 of the ESSA or its successor;	* Yes ▼
4.	Comply with section 8501 of the ESSA regarding the participation by private/non-public school children and teachers;	* Yes ▼
5.	Coordinate professional learning activities authorized under this part with professional learning activities provided through other Federal, State, and local programs;	* Yes ▼
6.	Engage shareholders in the following ways:	* Yes ▼

	a.	Meaningfully consult with teachers, principals, other school leaders, paraprofessionals (including organizations representing such individuals), specialized instructional support personnel, charter school leaders (in a local school district that has charter schools), parents, community partners, and other organizations or partners with relevant and demonstrated expertise in programs and activities designed to meet the purpose of this title;	
	b.	Seek advice from the individuals and organizations described in the bullet above regarding how best to improve the local school district's activities to meet the purpose of this title; and	
	c.	Coordinate the local school district's activities under this part with other related strategies, programs, and activities being conducted in the community;	
7.	Use Title II, Part A funds to develop, implement, and evaluate the comprehensive programs and activities carried out under this program;		* Yes ▼
8.	Ensure that if funds are used for class size reduction, classes will be reduced to a level that is evidence-based, to the extent the State (in consultation with local educational agencies in the State) determines that such evidence is reasonably available, to improve student achievement through the recruiting and hiring of additional teachers who have previously been determined to be effective, and who have a valid teaching certificate in the grade level and content area for which they were hired;		* N/A ▼
9.	Ensure that if funds are used for professional learning, it is high-quality, personalized and evidence-based, to the extent the State (in consultation with local educational agencies in the State) determines that such evidence is reasonably available, for teachers, instructional leadership teams, principals or other school leaders, that is focused on improving teaching and student learning and achievement, including supporting efforts to:		* Yes ▼
	a.	Train educators to effectively integrate technology into curricula and instruction (including education about the harms of copyright piracy);	
	b.	Train educators to use data to improve student achievement and understand how to ensure individual student privacy is protected, (FERPA) and State and local policies and laws in the use of such data;	

	c.	Train educators to effectively engage parents, families, and community partners, and coordinate services between school and community;	
	d.	Train educators to help all students develop the skills essential for learning readiness and academic success;	
	e.	Train educators to develop policy with school, local educational agency, community or State leaders; and	
	f.	Train educators to participate in opportunities for experiential learning through observation.	
10.	Ensure that if funds are used to recruit a diverse workforce, it is not limited to race only;		* Yes ▼
11.	Ensure the activities carried out under Title II, Part A address the learning needs of all students, including children with disabilities, English learners, and gifted and talented students;		* Yes ▼
12.	Ensure and provide written affirmation to KDE that timely, meaningful and on-going consultation with each nonpublic school occurs prior to any decision about the equitable services to be provided to eligible nonpublic school students, teachers, and other educational personnel;		* Yes ▼
13.	Retains control of Title II, Part A funds used to provide equitable services to nonpublic schools and ensures that services are provided by either an employee of the district or through a contract with an individual, agency or organization independent of the nonpublic school and any religious organization.		* Yes ▼

**Fayette County (165) Public District - FY 2022 - District Funding Assurances - Rev 0**

**\* The LEA assures the that it will comply with the following provisions:**

1.	The eligible entity (LEA/school district/consortium) assures that it has developed a district plan for educating all English Learners (EL) students within its jurisdiction and submitted the plan and budget to KDE for approval each year it receives Title III funds. It also assures that a copy of the district EL plan will be provided to all schools receiving Title III funds and that the plan and its contents will be made available to EL families and the public in compliance with open records laws.	* Yes ▼
2.	The eligible entity (LEA/school district/consortium) assures that it will provide equal educational opportunities to all EL and immigrant students and uphold such rights regardless of citizenship or nationality status, as provided under Titles IV and VI of the Civil Rights Act of 1964, the Equal Educational Opportunity Act of 1974, Sec. 204(f), and as affirmed in the Supreme Court ruling in Plyler v. Doe, (1982), and any other civil rights guaranteed by federal law.	* Yes ▼
3.	The eligible entity (LEA/school district/consortium) assures that it will expend all Title III funds to improve the education of EL children by assisting the children to speak, read, write and comprehend the English language and to meet challenging state content and performance standards.	* Yes ▼
4.	The eligible entity (LEA/school district/consortium) with substantial increases in immigrant children and youth students assures that it will use Title III immigrant funds in a manner consistent with activities under ESEA Sec.3114 (d) of Title III.	* Yes ▼
5.	The eligible entity (LEA/school district/consortium) assures that its proposed EL plan is based on effective approaches and methodologies for teaching EL students.	* Yes ▼

6.	The eligible entity (LEA/school district/consortium) assures that its proposed EL plan describes how language instruction programs will ensure that EL students develop English proficiency.	* Yes ▼
7.	The eligible entity (LEA/school district/consortium) assures that all teachers in its EL programs are fluent in English and any other language used for instruction, including written and oral communication skills.	* Yes ▼
8.	The eligible entity (LEA/school district/consortium) assures that it will use Title III funds in ways that will build district and school capacity to continue to offer effective language instruction educational programs for EL students. This includes allocating Title III funds for effective professional development.	* Yes ▼
9.	The eligible entity (LEA/school district/consortium) assures that its EL and immigrant programs, strategies and funding allocations are aligned and integrated with the Comprehensive District Improvement Plan (CDIP) and Comprehensive School Improvement Plans (CSIP).	* Yes ▼
10.	The eligible entity (LEA/school district/consortium) assures that a Program Services Plan (PSP) will be developed for each EL student in the district. The Program Services Plan will, at a minimum, include all essential elements required by ESEA Section 1112(e)(3) and Kentucky's Regulations on Inclusion of Special Populations in State Assessment and Accountability (703 KAR 5:070).	* Yes ▼
11.	The eligible entity (LEA/school district/consortium) assures that all EL students enrolled on the first day of the Kentucky State-Required Assessment testing window shall be assessed in all parts of the state-required assessments and their scores shall be included in accountability calculations consistent with state law, unless the students are in their first year of enrollment in a United States (U.S.) school.	* Yes ▼

12.	The eligible entity (LEA/school district/consortium) assures that parents/legal guardians of all EL students in the district will be notified within 30 calendar days after the beginning of the school year of a) the reason for their child's identification as EL, b) the child's level of English proficiency, c) the child's program instructional services, d) the specific exit requirements for the program, and e) parental rights to opt out of services or to seek alternative services as outlined in ESEA Section 1112(e)(3) and in the case of a child with a disability, how such program meets the objectives of the individualized education program of the child, as described in section 614(d) of the Individuals with Disabilities Education Act. For a child who has not been identified for participation in a language instruction education program prior to the beginning of the school year, the eligible entity (LEA/school district/consortium) assures that it will carry out subsections (a) through (e) within two (2) weeks of the child's being placed in such a program.	* Yes ▼
13.	The eligible entity (LEA/school district/consortium) assures that it will implement an effective means of outreach to promote parent, family, and community engagement activities for EL and immigrant students as outlined in ESEA Section 3115(c)(3).	* Yes ▼
14.	The eligible entity (LEA/school district/consortium) assures that it will determine primary or home languages of EL children through the use of a home language survey administered to all students enrolled in the district as a first screening process to identify students as English learners (703 KAR 5:070).	* Yes ▼
15.	The eligible entity (LEA/school district/consortium) assures that it will submit to the Kentucky Department of Education all demographic and programmatic information, including the requirements of ESEA Sec. 3121 of Title III, pertinent to the implementation of the Title III program and the provision of services to EL and immigrant students.	* Yes ▼
16.	The eligible entity (LEA/school district/consortium) assures that it developed its proposed EL and immigrant plans in consultation with teachers, school administrators, parents, researchers, and if appropriate, with education-related community groups and nonprofit organizations, and institutions of higher education.	* Yes ▼

17. The eligible entity (LEA/school district/consortium) assures that it has consulted with non-public schools within its area of service in the development of the district EL plan, and that it will administer and provide on an equitable basis educational services to EL students in non-public schools through a public agency or a contractual entity independent of the non-public schools or religious organizations.

\* Yes ▼

18. The eligible entity (LEA/school district/consortium) assures that all Title III funds will supplement, but in no case supplant, federal, state and local public funds for programs for EL and immigrant students as set forth in Sec. 3115 (g) of Title III.

\* Yes ▼

**Fayette County (165) Public District - FY 2022 - District Funding Assurances - Rev 0**

**In accordance with ESEA section 4106(e) (2) and (f), a local school district or consortium of local school districts must assure in its application that it will:**

1.	Prioritize the distribution of funds to schools served by the local school district based on one or more of the following criteria-	* <input type="button" value="Yes"/> ▼
a.	Are among the schools with the greatest needs;	
b.	Have the highest percentages or numbers of children counted under section 1124(c) (i.e., children counted for purposes of basic grants to local school districts under Title I, Part A of the ESEA);	
c.	Are identified for comprehensive support and improvement under section 1111(c)(4)(D)(i) (i.e., are among the lowest-achieving schools);	
d.	Are implementing targeted support and improvement plans as described in section 1111(d) (2) (i.e., have consistently underperforming student subgroups; or	
e.	Are identified as a persistently dangerous public elementary school or secondary school under section 8532. (ESEA section 4106(e)(2)(A)).	
2.	For a local school district or consortium that receives \$30,000 or more, use-	* <input type="button" value="Yes"/> ▼
a.	Not less than 20 percent of funds to support one or more of the activities authorized under section 4107 pertaining to well-rounded educational opportunities;	
b.	Not less than 20 percent of funds to support one or more activities authorized under section 4108 pertaining to safe and healthy students; and	



	c.	A portion of funds to support one or more activities authorized under section 4109(a) pertaining to the effective use of technology; including an assurance that it will not use more than 15 percent of the remaining portion for purchasing technology infrastructure as described in section 4109(b). (ESEA section 4106(e)(2)(C)-(E)).	
	d.	Comply with section 8501-8504, regarding equitable participation of private school children and teachers. (ESEA section 4106(e)(2)(B)).	
	e.	Complete an annual state report regarding how funds for the SSAE program are being used. (ESEA section 4106(e)(2)(F)).	
3.	Comply with all applicable requirements outlined in Sections 4106-4109 of the ESSA or its successor.		* <input type="text" value="Yes"/> ▼
4.	The district will maintain records that support their compliance with program requirements.		* <input type="text" value="Yes"/> ▼

**Fayette County (165) Public District - FY 2022 - District Funding Assurances - Rev 0**

**\* The LEA assures the that it will comply with the following provisions:**

1.	Districts and schools receiving Title V, Part B, Subpart 2 funds will comply with all program requirements outlined in the Every Student Succeeds Act.	* N/A ▼
2.	Districts and schools receiving Title V, Part B, Subpart 2 funds will maintain records that support their compliance with program requirements and approved plans.	* N/A ▼
3.	If selected, the local school district will submit to state-conducted Title V, Part B, Subpart 2 monitoring and will comply with all corrective actions that result of such monitoring.	* N/A ▼
4.	Rural-Low Income Funds will be used to support strategies authorized under the following programs or activities:	* N/A ▼
	a. Title I, Part A;	
	b. Title II, Part A;	
	c. Title III;	
	d. Title IV, Part A; or	
	e. Parental Involvement	

## Fayette County (165) Public District - FY 2022 - District Funding Assurances - Rev 0

## \* The LEA assures the that it will comply with the following provisions:

1.	Districts and schools will comply with all McKinney-Vento Homeless Assistance Act program requirements.	* Yes ▼
2.	Districts and schools will maintain records that support their compliance with program requirements.	* Yes ▼
3.	If selected, the local school district will submit to state or federally conducted McKinney-Vento program monitoring and will comply with all corrective actions that result of such monitoring.	* Yes ▼
4.	The local school district will adopt policies and practices to ensure that homeless children and youths are not stigmatized or segregated on the basis of their status as homeless.	* Yes ▼
5.	The local school district will designate an appropriate staff person, who may also be a coordinator for other Federal programs, as a local educational agency liaison for homeless children and youths.	* Yes ▼
6.	The local school district will adopt policies and practices to ensure that transportation is provided at the request of the parent or guardian (or in the case of an unaccompanied youth, the liaison), to and from the school of origin, in accordance with the following as applicable:	* Yes ▼
	(I) If the child or youth continues to live in the area served by the local school district in which the school of origin is located, the child's or youth's transportation to and from the school of origin shall be provided or arranged by the local educational agency in which the school of origin is located.	

(II) If the child's or youth's living arrangements in the area served by the local school district of origin terminate and the child or youth, though continuing the child's or youth's education in the school of origin, begins living in an area served by another local school district, the local school district of origin and the local school district in which the child or youth is living shall agree upon a method to apportion the responsibility and costs for providing the child or youth with transportation to and from the school of origin. If the local school districts are unable to agree upon such method, the responsibility and costs for transportation shall be shared equally.

7. If a dispute arises over eligibility, school selection or enrollment in a school, the child or youth shall be immediately enrolled in the school in which enrollment is sought, pending final resolution of the dispute, including all available appeals .

\* Yes ▼

8. If a dispute arises over eligibility, school selection or enrollment in a school, the local school district liaison will follow the KDE Dispute Resolution Process, including requirements for meeting timelines and maintaining documentation.

\* Yes ▼

9. The local school district will adopt policies and practices to ensure participation by the homeless liaison in professional development and other technical assistance activities as determined appropriate by the Office of the Coordinator and detailed in 704 KAR 7:090.

\* Yes ▼

**Fayette County (165) Public District - FY 2022 - District Funding Assurances - Rev 0**

**\* The LEA assures the that it will comply with the following provisions:**

<p>1. The local school district (eligible recipient) shall submit a local application in accordance with requirements established by the state agency. The local application shall describe how the career and technical education programs required under section 134 (b) will be carried out with funds received under this title. The local school district shall:</p>	<p>* Yes ▼</p>
<p>a. Carry out career and technical education activities with respect to meeting state and local adjusted levels of performance established under section 113.</p>	
<p>b. Offer the appropriate courses of not less than one of the career and technical programs of study described in section 2 (41).</p>	
<p>c. Improve the academic and technical skills of students participating in career and technical education programs by strengthening the academic and career and technical education components of such programs through the integration of coherent and rigorous content aligned with challenging academic standards and relevant career and technical education programs to ensure learning in the core academic subjects (as defined by ESEA) and career and technical education subjects.</p>	
<p>d. Provide students with strong experience in, and understanding of, all aspects of an industry.</p>	
<p>e. Ensure that students who participate in such career and technical education programs are taught to the same coherent and rigorous content aligned with challenging academic standards as are taught to all other students.</p>	

	f.	Provide comprehensive professional development (including initial teacher preparation) for career and technical education, academic, guidance, and administrative personnel that promotes the integration of coherent and rigorous content aligned with challenging academic standards and relevant career and technical education (including curriculum development).	
	g.	Involve parents, students, academic and career and technical education teachers, faculty, administrators, career guidance and academic counselors, representatives of business and industry, labor organizations, representatives of special populations and other interested individuals in the development, implementation, and evaluation of career and technical education programs assisted under this title. Maintain documentation on how such individuals and entities are effectively informed about, and assisted in understanding the requirements of this title, including career and technical programs of study.	
	h.	Provide a career and technical education program that is of such size, scope, and quality to bring about improvement in the quality of career and technical education programs.	
	i.	Implement a process to evaluate and continuously improve the performance of career and technical education programs.	
	j.	Review career and technical education programs, and identify and adopt strategies to overcome barriers that result in lowering rates of access to or lowering success in the programs, for special populations; provide programs that are designed to enable the special populations to meet the local adjusted levels of performance; and provide activities to prepare special populations, including single parents and displaced homemakers, for high skill, high wage, or high demand occupations that will lead to self-sufficiency.	
2.	Individuals who are members of special populations will not be discriminated against on the basis of their status as members of special populations. (Section 134).		* Yes ▼
3.	Funds will be used to promote preparation for non-traditional fields.		* Yes ▼
4.	Career guidance and academic counseling will be provided to career and technical education students, including linkages to future education and training opportunities.		* Yes ▼

5.	Address the recruitment and retention of career and technical education teachers, faculty, and career guidance and academic counselors, including individuals in groups underrepresented in the teacher profession and the transition to teaching from business and industry.	* Yes ▼
6.	Master schedule forms will be submitted for all CTE programs at each high school and middle school that receives Perkins funds.	* Yes ▼
7.	Accurate data will be entered into the Technical Education Database System (TEDS).	* Yes ▼
8.	The local school district shall follow guidelines for Levels of Consequences for Perkins Accountability based on Perkins Performance Indicators as notified by KDE.	* Yes ▼
9.	No more than 5 percent of the funds are used for administrative costs associated with the administration of activities assisted under this section.	* Yes ▼
10.	In any academic year that an eligible recipient does not expend all of the amounts the eligible recipient is allocated for such year under section 131 or 132, such eligible recipient shall return any unexpended amounts to the eligible agency.	* Yes ▼
11.	Eligible recipients shall not receive an allocation under Section 131 (a) unless the initial amount allocated is greater than \$15,000. Those whose allocation is not greater than \$15,000 may apply for a waiver or form a consortium.	* Yes ▼
12.	The local school district shall not bar students attending private, religious, or home schools from participation in programs or services under this Act (Section 217).	* Yes ▼
13.	No funds made available under Perkins V shall be used to require any secondary school student to choose or pursue a special career path or major OR to mandate that any individual participate in a career and technical education program, including a career and technical education program that requires the attainment of a federally funded skill level, standards, or certificate of mastery. (Section 214)	* Yes ▼
14.	No funds received under this Act may be used to provide career and technical programs to students prior to the middle grades, except that such students may use equipment and facilities purchased (Section 215).	* Yes ▼

15. Funds are used according to the requirements identified in Section 135.

\* Yes ▼

132



**Fayette County (165) Public District - FY 2022 - District Funding Assurances - Rev 0**

**\* The LEA assures the that it will comply with the following provisions:**

1.	The expenditures of IDEA-B funds for services and goods are made exclusively for the benefit of children who meet the definitions and eligibility criteria for programs for exceptional children as found in 707 KAR Chapter 1.	* Yes ▼
2.	Special education and related services are provided in a manner consistent with policies and procedures required by the Individuals with Disabilities Education Act (IDEA) Part B. These policies and procedures include: free appropriate public education, child find, child identification, due process, evaluation, eligibility, individualized education programs, placement in least restrictive environment, delivery of services, confidentiality, non-public schools, comprehensive system of personnel development, and IDEA-B funds.	* Yes ▼
3.	A goal of full educational opportunity has been established for all children with individual education programs, aged three (3) to twenty-one (21).	* Yes ▼
4.	The district manages its special education program in compliance with applicable state and federal law, including implementing regulations. Failure to do so can lead to progressive sanctions which may include conditional approval of IDEA funds, withholding of payments of IDEA funds, withholding of Support Education Excellence in Kentucky (SEEK) add-on funds for exceptional children or other actions available under state and federal law as circumstances warrant.	* Yes ▼

**Fayette County (165) Public District - FY 2022 - District Funding Assurances - Rev 0**

**\* The LEA assures the that it will comply with the following provisions:**

<p>1. The local school district will comply with the following nondiscrimination statutes and regulations, any other related regulations, and any FNS and USDA nondiscrimination directives:</p>	<p>* Yes ▼</p>
<p>i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 200d et seq.), USDA regulations at 7 CFR Part 15, Nondiscrimination, and Department of Justice regulations at 28 CFR Part 42, Nondiscrimination; Equal Employment Opportunity; Policies and Procedures;</p>	
<p>ii. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.) and USDA regulations at 7 CFR Part 15a, Education Programs or Activities Receiving or Benefitting from Federal Financial Assistance;</p>	
<p>iii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), USDA regulations at 7 CFR Part 15b, Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving Federal Financial Assistance, and Department of Justice regulations at 28 CFR Part 41, Implementation of Executive Order 12250, Nondiscrimination On The Basis of Handicap In Federally Assisted Programs; and</p>	
<p>iv. The Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.),</p>	
<p>2. The local school district assures that it will immediately take any measures necessary to effectuate the requirements in the laws, regulations, and directives. The State agency gives this assurance in consideration of and for the purpose of obtaining the funds and commodities provided under this agreement.</p>	<p>* Yes ▼</p>

State Preschool Program Assurances (Flexible Focus Fund)

Fayette County (165) Public District - FY 2022 - District Funding Assurances - Rev 0

\* The LEA assures the that it will comply with the following provisions:

1.	The local school district makes preschool program services available to all three- and four-year-old children with disabilities and at-risk four-year-old children in a manner consistent with KRS 157.3175.	* Yes ▼
2.	The local school district has a current, signed agreement with the local Head Start program to maximize Head Start funds to serve as many eligible four-year-old children as possible, with certification from the Head Start director that the Head Start program is fully utilized.	* Yes ▼
3.	When the local school district contracts with an outside agency for preschool placements, the contractor has been approved by the Kentucky Department of Education for these purposes and the contracted services meet all state and federal education requirements.	* Yes ▼
4.	All preschool education programs operated by or located on school grounds meet state education facility requirements for preschool programs. All materials and equipment used by these programs are appropriate for young children. Test sheets, workbooks and ditto sheets shall not be used (704 KAR 3:410).	* Yes ▼
5.	All children enrolled in preschool education programs that operate at least half-day are offered a meal while in the program (breakfast and/or lunch).	* Yes ▼
6.	All instructional staff for preschool education programs meets qualification standards and professional development requirements for preschool, as specified by law.	* Yes ▼

7.	The local school district has a written plan (policies and procedures) for the operation of the preschool program that addresses: recruitment of children; educational programming and related services; developmentally appropriate experiences in cognitive, communication, social, physical, and emotional development as well as creative expression; a curriculum which is relevant and reflective of the needs of the population served, in which a variety of skills are integrated into activities targeted toward the interests of children (704 KAR 3:410); parent outreach and active involvement; coordination of health and social services; coordination with the primary program; and an evaluation plan.	* Yes ▼
8.	At least annually, parents, staff and other professionals shall be involved in evaluating the effectiveness of the preschool program in meeting the needs of participating children.	* Yes ▼
9.	A formula is used to allocate preschool funds to school districts. Amounts are based on the average number of children served on December 1 and March 1 of the previous academic year. The sum of this average is multiplied by per-child rates approved by the Kentucky Board of Education for the new school year. There is a standard "per-child" rate for three categories of enrollment: speech, developmental delay, and income eligible children. There is a weighted category for children with severe/multiple disabilities. While funds are allocated to local school districts based on per-child rates, local school districts may use funds to address the needs of the entire preschool program. Local school districts may distribute funds across the program as long as the dollars benefit preschool students.	* Yes ▼
10.	The local school district ensures appropriate implementation of the Child Find process, delivering appropriate, relevant, research-based instruction and intervention services (Kentucky System of Intervention or KSI) prior to or as a part of the special education referral process.	* Yes ▼

**Fayette County (165) Public District - FY 2022 - District Funding Assurances - Rev 0**

**\* The LEA assures the that it will comply with the following provisions:**

1.	The local school district certifies that each teacher participates in well-designed professional learning aligned to the Professional Learning Standards and that instructional improvement and training needs of staff are addressed in accordance with the goals in KRS 158.6451.	* Yes ▼
2.	Schools and districts align professional learning to their school or district improvement plans as implemented under KRS 158.070 and 704 KAR 3:035.	* Yes ▼
3.	The local school district certifies that all persons affected by the professional learning plan are represented or included on the school and district planning teams.	* Yes ▼
4.	The local school district certifies that the local professional development coordinator is qualified for that position and fulfills the qualifications and duties as specified in Section 5 of 704 KAR 3:035.	* Yes ▼
5.	Professional development funds are expended and accounted for as required in 704 KAR 3:035 and KRS 156.560. Funds are used for needs identified in the school and district planning process.	* N/A ▼

Textbooks and Instructional Resources Assurances (Flexible Focus Fund)

**Fayette County (165) Public District - FY 2022 - District Funding Assurances - Rev 0**

**\* The LEA assures the that it will comply with the following provisions:**

1.	The local school district certifies that the textbook/instructional resources purchasing plans for all schools serving grades P-8 have been approved by the appropriate school councils and the local board of education and are on file in the district office. The plans address the requirements as stated in KRS 156.439 and 704 KAR 3:455.	* Yes ▼
2.	The local school district certifies that an annual report and summary of expenditures for textbooks and instructional resources is available on the district's MUNIS report. The annual report addresses the requirements as stated in KRS 156.439 and 704 KAR 3:455.	* Yes ▼

**Fayette County (165) Public District - FY 2022 - District Funding Assurances - Rev 0**

**\* The LEA assures the that it will comply with the following provisions:**

1.	The local school district has in operation and available for public inspection local board approved policies and procedures which address each requirement in 704 KAR 3:285 (Sections 1-10), the administrative regulation for programs for the gifted and talented, and are consistent with KRS 157.200, 157.224, 157.230 and 704 KAR 3:440.	* Yes ▼
2.	The local school district adheres to the definitions in Section 1 of 704 KAR 3:285 for primary through grade twelve (12).	* Yes ▼
3.	The local school district's policies and procedures are consistent with the requirements of 704 KAR 3:285, Section 3, as they relate to the identification and diagnosis of gifted characteristics, behaviors and talent, and determination of eligibility for services. The local school district has implemented its policies and procedures so that identification and determination of eligibility for services includes a combination of informal measures, formal measures, and objective-based eligibility criteria. Identification and determination of eligibility is based on students' individual needs, interests and abilities. The local school district provides a system for diagnostic screening and identification of strengths, gifted behaviors and talents which provides equal access for racial and ethnic minorities, disadvantaged children, and children with disabilities. Once a student is informally selected and placed in the talent pool, the local school district does not use a single assessment instrument as the basis for denying services to said student.	* Yes ▼

4.	The local school district's policies and procedures are consistent with the requirements of 704 KAR 3:285, Section 4, as they relate to the determination of eligibility of services. The local school district must have a system for searching continuously for candidates for gifted services and for analyzing and comparing data using local or national norms. A local school district must also establish a selection and placement committee to review student evidences for identification for services and at what level for the gifted student services plan. The district must have an appeal procedure to ensure students are not overlooked for services. School personnel must take into consideration disabling conditions which might mask a student's gifts and/or talents. Special education, disadvantaged and underachieving students are among the groups of students who might be given special considerations for exception to identification criteria.	* Yes ▼
5.	The local school district's policies and procedures are consistent with the requirements of 704 KAR 3:285, Section 5. The local school district conducts an annual program evaluation which addresses: (a) overall student progress; (b) student, parent, and faculty attitudes toward the program; (c) community involvement; (d) cost effectiveness; (e) the incorporation of gifted education into the regular school program; (f) overall quality of instruction and program personnel credentials; and (g) future program directions and modifications. Data collected in the annual program evaluation shall be utilized in the school and district instructional planning process. The local school district has ensured that school personnel report to a parent or guardian the progress of her/his child related to the gifted and talented student services plan at least once each semester.	* Yes ▼
6.	The local school district provides articulated primary through grade twelve (12) multiple service delivery options consistent with the requirements of 704 KAR 3:285, Section 6. No single service option exists alone, district wide, at a grade level . With the exception of an academic competition or optional extracurricular offering, services are provided during the regular school hours.	* Yes ▼



7.	Consistent with 704 KAR 3:285, the local school district provides a comprehensive framework or course of study for children and youth, primary through grade twelve (12), who are diagnosed as possessing gifted characteristics, behaviors and talent based on the district or school's curricula required to meet the goals established in KRS 158.6451. Each school has differentiated, replaced, supplemented, or modified curricula to facilitate high level attainment of the learning goals established in KRS 158.6451 and assists students identified as gifted and talented to further develop their individual interests, needs, and abilities (704 KAR 3:285 Section 7).	* Yes ▼
8.	Consistent with the provisions of 704 KAR 3:285, Section 8, the local school district has ensured that direct services to students identified as demonstrating gifted and talented behaviors and characteristics are provided by professionally qualified and certified personnel as required by the Education Professional Standards Board.	* Yes ▼
9.	State funds for gifted education are used specifically for direct services to students who are gifted and talented. Direct services to identified students are provided by professionally qualified and certified personnel as required by the Education Professional Standards Board and 704 KAR 3:285, Section 8. Seventy-five (75) percent of the district's gifted education allocation is used to employ properly certified personnel to provide direct instructional services (704 KAR 3:285 Section 9).	* Yes ▼
10.	The local school district has designated a gifted education coordinator (qualifications listed in 16 KAR 4:010 Section 7) to oversee the district gifted education operation, serve as liaison between the district and the state, ensure internal compliance with state statutes and administrative regulations, administer and revise the gifted education program budget, and submit to the Kentucky Department of Education for approval as an amendment any local district budget decision change causing a major or significant adjustment, thereby, impacting state funds for gifted education after the annual submission of the local district education plan (704 KAR 3:285 Section 9).	* Yes ▼
11.	Consistent with the requirements of 704 KAR 3:285, the local school district employs properly certified personnel to administer and teach in the program, annually submits the local school district gifted education year-end report, annually submits the summative evaluation of the program and student progress, and otherwise complies with 704 KAR 3:285.	* Yes ▼

12. Consistent with 704 KAR 3:285, Section 10, the local school district has established a district wide grievance procedure through which a parent, guardian or student may resolve a concern regarding the appropriate and adequate provision of talent pool services or services addressed in a formally identified student's gifted and talented student services plan.

\* Yes ▼

## Fayette County (165) Public District - FY 2022 - District Funding Assurances - Rev 0

## \* The LEA assures the that it will comply with the following provisions:

1.	The local school board and the district have approved and disseminated procedures whereby pupils who have a greater need as determined by the eligibility criteria as stated in KRS 158.070 and 704 KAR 3:390 shall be referred and selected first to receive extended school services. The local school district further ensures that students who have greater academic need as stated in KRS 158.070 and 704 KAR 3:390 are not excluded from referral or selection for extended school services due to the inability of the parent or student to provide transportation to or from the school or site of extended school services programs.	* Yes ▼
2.	The school informs parents or guardians of extended school services as follows:	* Yes ▼
	a. A general notification which describes the nature of the services to be offered including the opportunities for maintenance of performance, prevention of failure and reduction of academic deficiencies;	
	b. A specific notification of their child's eligibility to receive extended school services; and	
	c. Written procedures for parents or guardians to request reconsideration of their children's identification or lack of identification of eligibility for extended school services.	
3.	(If applicable) The most current policy developed by the local school board that mandates attendance for any student(s) to Extended School Services is on file at the offices of Extended School Services, Kentucky Department of Education.	* Yes ▼

4.	Accurate time logs are maintained for personnel receiving salary from Extended School Services. Such salary is for direct services to the Extended School Services program. No ESS staff member is paid more than his/her actual hourly rate for a comparable position in the regular program.	* Yes ▼
5.	The local school district has written criteria for the selection of ESS staff (certified and classified). ESS teachers and other ESS staff are first employed based on having the specific expertise to meet the needs of the students being served. All other criteria for employment are both fair and equitable to applicants.	* Yes ▼
6.	Accurate records are maintained for student attendance to Extended School Services and of student progress toward individual goals.	* Yes ▼
7.	Students not enrolled in ESS are allowed to utilize local school district provided transportation through ESS funds only to the extent that it does not increase the cost of such transportation to ESS.	* Yes ▼
8.	Student data related to ESS services, either daytime or out of school, must be recorded in the "Intervention Tab" to the Kentucky Department of Education no later than June 30th of each school year for services offered during the school year itself, and September 30th for ESS Summer School offerings. This data must include but is not limited to:	* Yes ▼
	a. Number of students receiving extended school services;	
	b. Content areas where services received	
	c. Hours of service provided;	
	d. Demographic data for students receiving extended school services; and	
	e. Student improvement as a result of extended school services.	
9.	State funds for ESS are used specifically for direct services to students who are eligible for ESS services as defined in KRS 158.070 and 704 KAR 3:390 Section 3. All ESS funds are subject to rules and regulations outline in 704 KAR 3:390 Section 4.	* Yes ▼

**Fayette County (165) Public District - FY 2022 - District Funding Assurances - Rev 0**

**\* The KETS program requires that districts complete and submit an updated technology plan on a yearly basis. Successful technology plans align the criteria in these ten assurances with the overall education improvement objectives. It is critical that technology planning not be viewed or treated as a separate exercise dealing primarily with software, hardware, applications and connectivity. There must be strong connections between the foundational components of the education technology itself and the professional development, curriculum resources and effective uses by teachers, students, and school leaders.**

1. The local school district establishes clear goals and a realistic strategy for using education technology to improve education through digitally-connected teaching and learning. The Digital Learning Guidelines, as provided in the Master Plan for Education Technology, should be referenced when selecting or creating developmentally appropriate digital learning resources for instruction, as well as online and blended learning courses in Kentucky schools.

\* Yes ▼

<p>2. The local board of education agrees to conform to the guidelines for filtering, Internet content management, caching, and auditing technologies regarding student and staff Internet access as provided in the Master Plan for Education Technology, including the implementation and maintenance of approved filtering and caching technology in the district for all students, teachers and administrators. The local school district agrees to adopt an acceptable use policy (AUP) in accordance with the guidelines for acceptable use policies as provided in the Master Plan for Education Technology. This AUP includes addressing the nine elements of digital citizenship as identified by the International Society for Technology in Education for all students, teachers and administrators. The AUP contains language compliant with the Children's Internet Protection Act (CIPA) which will prohibit access to objectionable materials, including sexually explicit materials, and shall include, but not be limited to, parental consent for student Internet use, teacher supervision of student computer use, auditing procedures to determine whether education technology is being used for the purpose of accessing sexually explicit or other objectionable material, and provide for the educating of minors about appropriate online behavior, including interacting with other individuals on social networking websites and in chat rooms, cyberbullying awareness, and response.</p>	<p>* <input type="text" value="Yes"/> ▼</p>
<p>3. The AUP also contains provisions that prohibit students, faculty, staff and others with network access from using district resources to establish Internet email accounts through third party providers or any other non-standard electronic mail. The local school district agrees to follow the KETS electronic mail product and design standards. These guidelines communicate the basic product and design standards for statewide electronic mail as incorporated by reference into the Master Plan for Education Technology. The use of personal (third party or non-standard) electronic mail accounts for school-related communications is also prohibited. KRS 156.160, 156.675; 701 KAR 5:120.</p>	<p>* <input type="text" value="Yes"/> ▼</p>
<p>4. The local school districts are required by state regulation 701 KAR 5:110 to procure only those technologies that meet KETS Standards, if a standard has been established and regardless of source of funds, as set forth in the Master Plan for Education Technology including Technology Need, Architectural Design and Configuration and Product standards.</p>	<p>* <input type="text" value="Yes"/> ▼</p>

5. The local school district has a professional development strategy to ensure that all students, teachers, and administrators progress towards the maximization of education technology tools and resources to effectively use current and new technologies to support educational goals.	* <input type="text" value="Yes"/>
6. The local school district assesses all education technology services, as defined by the KETS Master Plan for Education Technology, which will be needed to support education. <ul style="list-style-type: none"> <li>• The local school district will complete the Digital Readiness Survey Collection. The information collected will be used by local school districts, local Boards of Education, Legislators, and the Kentucky Board of Education to determine the needs for implementing the Master Plan initiatives, technology funding, online applications, and online testing. The District Education Technology leader should use the Digital Readiness Survey Collection to inform the Comprehensive/Consolidated/Continuous Improvement Plan documentation filed at the district. The report is due annually in September and will reflect data for July 1 - June 30 of the previous fiscal year.</li> <li>• The local school district will complete the Technology Activity Report. Upon completion, this report is submitted to the Office of Education Technology (OET). The Technology Activity Report reflects district technology expenditures and progress on categorical purchases for statewide reporting. The report is due annually in September and will reflect data for July 1 - June 30 of the previous fiscal year.</li> <li>• The District Education Technology Leader will participate in the annual KETS feedback process due in December.</li> <li>• The local school district will complete and submit an updated education technology plan on a yearly basis in April.</li> </ul>	* <input type="text" value="Yes"/>
7. The local board provides for sufficient funds to acquire and support the elements of education technology: hardware, software, connectivity, professional development, personnel and other services that will be needed to implement the strategies as outlined in the KETS Master Plan for Education Technology and District Education Technology.	* <input type="text" value="Yes"/>

8.	The local school district includes an evidence-based evaluation process using data, metrics and analytics that enables the school to monitor progress toward the specified goals and make mid-course corrections in response to new developments and opportunities as they arise.	* Yes ▼
9.	Consistent with the provisions of KRS 61.931, et seq. (2015 HB 5), the local school district addresses the safety and security of personal information by implementing, maintaining and updating security procedures and practices, including taking any appropriate corrective action to safeguard against and provide notification of security breaches in accordance with applicable state and federal laws. The local school district acknowledges, and to the best of its ability responds to, the recommendations and timelines that resulted from 702 KAR 1:170 and the Data Security and Breach Notification Best Practice Guide, incorporated by reference into this regulation.	* Yes ▼
10.	Consistent with the provisions of KRS 365.734, et seq. (2015 HB 232), the local school district acknowledges and, to the best of its ability, ensures that cloud computing service providers:	* Yes ▼
	<ul style="list-style-type: none"> <li>• Shall not process student <b>data</b> for any purpose other than providing, improving, developing, or maintaining the integrity of its cloud computing services,</li> </ul>	
	<ul style="list-style-type: none"> <li>• Shall not in any case process student data to advertise or facilitate <b>advertising</b> or create or correct an individual or household <b>profile</b> for any advertisement,</li> </ul>	
	<ul style="list-style-type: none"> <li>• Shall not <b>sell, disclose</b>, or otherwise process student data for any commercial purpose,</li> </ul>	
	<ul style="list-style-type: none"> <li>• May assist an educational institution to conduct educational <b>research</b>.</li> </ul>	





**MEETING: Regular**

**DATE: 07/26/2021**

**TOPIC: Personnel Changes**

**PREPARED BY: Jennifer Dyar**

**Recommended Action on: 07/26/2021**  
**Informational Item**

**Superintendent Prior Approval: No**

**Recommendation/Motion: N/A**

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

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

**Fiscal Impact: N/A**

**Attachments(s): Personnel Changes for July 26, 2021 Board Agenda**

<b>Personnel Status</b>	<b>CERT / CLASS SAL</b>	<b>CLASS HR</b>	<b>SUB</b>	<b>SUPP</b>
New Hire	2	9	233	8
Rehire	16			
Retirement	10	9		
Transfer	4	12		
Adjunct	6			
Termination		1		
Resignation	30	10		4

## Personnel Changes

### 1. CERTIFIED/SALARIED CLASSIFIED PERSONNEL

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

Name	Location	Assignment	Effective Date
CARPENTER      STEPHANIE	SPECIAL EDUCATION	EXCEPTIONAL CHILD NURSE	6/9/2021
PARHAM          ELIJAH	LOCUST TRACE TECHNICAL CENTER	HS AGRICULTURE INSTRUCTOR	7/1/2021

- b. Transfer in Assignment of Certified/Salaried Classified Personnel - This is to report the transfer in assignment of the following certified/salaried classified personnel:

Name	From	To	Effective Date
BRUNO      CYNTHIA	MAXWELL ELEMENTARY/PGES COACH - ADMIN	DIXIE ELEMENTARY/SCHOOL PRINCIPAL	6/7/2021
HILLARD    HOLLY	FREDERICK DOUGLASS HIGH SCHOOL/HS PGES COACH - NON ADMIN	FREDERICK DOUGLASS HIGH SCHOOL/PGES COACH - ADMIN	5/14/2021
JOHNSON    MARLENE	CHIEFACADOFF/CURR/INSTR/INTERIM SCHOOL BASED INSTR SPECIALIST	CHIEFACADOFF/CURR/INSTR/SCHOOL BASED INSTR SPECIALIST	7/1/2021
KAHLY      RACHEL	CURRICULUM AND ASSESSMENT/INTERIM INSTRUCTIONAL INNOVATION SPEC	CURRICULUM AND ASSESSMENT/INSTRUCTIONAL INNOVATION SPEC	7/1/2021

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

Name	Location	Assignment	Effective Date	
ALLEN      RON	JESSIE M CLARK MIDDLE	EXC CHILD LEARNING & BEHAVIOR	6/30/2021	
BLAIR      PAIGE	MEADOWTHORPE ELEMENTARY	EXC CHILD LEARNING & BEHAVIOR	6/30/2021	
DAVIS      CAITLIN	HENRY CLAY HIGH SCHOOL	HS SOCIAL STUDIES INSTRUCTOR	6/30/2021	
DIAZ      MELISSA	SPECIAL EDUCATION	BOARD CERT BEHAVIOR ANALYST	6/30/2021	
FARROW    EMMA	HARRISON ELEMENTARY	PROM ACAD-ELEM PRIMARY INSTR	6/30/2021	
HACKLEMAN	STEPHANIE	EDYTHE J HAYES MIDDLE SCHOOL	EXC CHILD LEARNING & BEHAVIOR	6/30/2021
HART      DIANA	COVENTRY OAK ELEMENTARY	ELEM ESL INSTRUCTOR	6/30/2021	
HENDRIE    KATHERINE	STONEWALL ELEMENTARY	ELEM ESL INSTRUCTOR	6/30/2021	
HENSLEY    ALLEN	CARTER G WOODSON ACADEMY	MID SCIENCE INSTRUCTOR	6/30/2021	

JONES	RAYMOND	CRAWFORD MIDDLE SCHOOL	MID SPANISH INSTRUCTOR	6/30/2021
KEENEY	PATRICK	WINBURN MIDDLE	SCHOOL ASSOCIATE PRINCIPAL	6/7/2021
KING	LEAH	BRYAN STATION TRADL MIDDLE	SPEECH THERAPIST-CERT W/ ASHA	6/30/2021
LEE	AMANDA	STONEWALL ELEMENTARY	ELEM PRIMARY INSTRUCTOR	6/30/2021
MCDUGAL	WHITNEY	JULIUS MARKS ELEMENTARY	ELEM PRIMARY INSTRUCTOR	6/30/2021
MCDOWELL	SAMANTHA	DIXIE MAGNET ELEMENTARY	ELEM INTERMEDIATE INSTRUCTOR	6/30/2021
MCNAMARA	ERYN	MARY TODD ELEMENTARY	ELEM PRIMARY INSTRUCTOR	6/30/2021
NAPIER	VERONICA	LANSLOWNE ELEMENTARY	ELEM TECHNOLOGY INSTRUCTOR	6/30/2021
ONORATO	MADISON	HARRISON ELEMENTARY	PROM ACAD-ELEM PRIMARY INSTR	6/30/2021
PETERS	BRITTANY	BRENDA COWAN ELEMENTARY	EXC CHILD - HEARING IMPAIRED	6/30/2021
REEDER	CRYSTAL	JESSIE M CLARK MIDDLE	MID SOCIAL STUDIES INSTRUCTOR	6/30/2021
RICHIG	GINA	NORTHERN ELEMENTARY	EXC CHILD LEARNING & BEHAVIOR	6/30/2021
ROBINSON	ERIN	CASSIDY ELEMENTARY	ELEM PRIMARY INSTRUCTOR	6/30/2021
RULON	AMANDA	HARRISON ELEMENTARY	PROM ACAD-ELEM INTERMED INSTR	6/30/2021
SCHENNING	MARGOT	CASSIDY ELEMENTARY	ELEM PRIMARY INSTRUCTOR	6/30/2021
SMITH	TIFFANY	HENRY CLAY HIGH SCHOOL	EXC CHILD LEARNING & BEHAVIOR	6/30/2021
TAYLOR	STEPHANIE	STONEWALL ELEMENTARY	ELEM PRIMARY INSTRUCTOR	6/30/2021
THOMPSON	MONICA	JULIUS MARKS ELEMENTARY	PGES COACH - ADMIN	6/30/2021
WEAVER	ALYSSA	LIBERTY ELEMENTARY	ELEM PRIMARY INSTRUCTOR	6/30/2021
WEDDINGTON	ANNA	LEESTOWN MIDDLE	MID ORCHESTRA INSTRUCTOR	6/30/2021
WHITE	LESLIE	TATES CREEK ELEMENTARY	ELEM PRIMARY INSTRUCTOR	6/30/2021

d. Rehire of Certified/Salaried Classified Personnel - This is to report the rehire of the following certified/salaried classified personnel:

Name	Location	Assignment	Effective Date	
ANGEVINE	GASPAR	PAUL LAURENCE DUNBAR HIGH	HS MATH INSTRUCTOR	7/1/2021
BROCK	BRITTANY	CARDINAL VALLEY ELEMENTARY	ELEM KINDERGARTEN INSTRUCTOR	7/1/2021
COOPER	APRIL	GARDEN SPRINGS ELEMENTARY	ELEM KINDERGARTEN INSTRUCTOR	7/1/2021
EHRMANTRAUT	MORGAN	BRECKINRIDGE ELEMENTARY	ELEM PRIMARY INSTRUCTOR	7/1/2021
FEDRIANI COSTA	JOSE	BRYAN STATION TRADL MIDDLE	MID LANGUAGE ARTS INSTRUCTOR	7/1/2021
FIELDS	LAURIE	LAFAYETTE HIGH SCHOOL	MID ADJUNCT INSTRUCTOR	7/1/2021
GILPIN	JULIE	GLENDORVER ELEMENTARY	EXC CHILD LEARNING & BEHAVIOR	7/1/2021
GROSS	CHELSEAE	BEAUMONT MIDDLE SCHOOL	MID ESL INSTRUCTOR	7/1/2021
MILLS	CYNTHIA	LAFAYETTE HIGH SCHOOL	HS ADJUNCT INSTRUCTOR	7/1/2021
MORERA DE PAZ	MARIA	BRYAN STATION TRADL MIDDLE	MID SCHOOL CLASSROOM INSTRUC	7/1/2021
RUSSELL	HEIDI	TATES CREEK HIGH	EXC CHILD LEARNING & BEHAVIOR	7/1/2021
SCHWAB	ALEXANDRA	CASSIDY ELEMENTARY	ELEM PRIMARY INSTRUCTOR	7/1/2021

SHEARER	REBECCA	BRYAN STATION HIGH	ADMINISTRATIVE DEAN	7/1/2021
SIMPSON	MATTHEW	EASTSIDE CENTER FOR APPLD TECH	LOCAL VOCATIONAL SCHOOL INSTR	7/1/2021
STEWART	CARYNN	LEXINGTON TRAD MAGNET MIDDLE	EXC CHILD LEARNING & BEHAVIOR	7/1/2021
TERRELL	JARVIS	GARRETT MORGAN ELEMENTARY	EXC CHILD LEARNING & BEHAVIOR	7/1/2021

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

Name	Location	Assignment	Effective Date
BIERENBAUM KATIE	TATES CREEK MIDDLE	MID LANGUAGE ARTS INSTRUCTOR	6/30/2021
CARLTON DIANE	CARDINAL VALLEY ELEMENTARY	ELEM PRIMARY INSTRUCTOR	7/31/2021
DUNDON CYNDE	CLAYS MILL ELEMENTARY	EXC CHILD LEARNING & BEHAVIOR	6/30/2021
MOSES JENNIFER	TATES CREEK HIGH	HS MATH INSTRUCTOR	9/30/2021
RAMEY SHIRLA	SQUIRES ELEMENTARY	ELEM PRIMARY INSTRUCTOR	9/30/2021
ROSE SHANNON	JULIUS MARKS ELEMENTARY	ELEM KINDERGARTEN INSTRUCTOR	9/30/2021
STEVENSON GLANDIAS	STEAM ACADEMY	PROGRAM DIRECTOR	7/31/2021
TAYLOR ELLEN	ATHENS CHILESBURG ELEM	ELEM ARTS & HUMANITIES INSTRUC	8/31/2021
WHITE DORRENE	BEAUMONT MIDDLE SCHOOL	MEDIA LIBRARIAN	9/30/2021
WRIGHT MELISSA	ROSA PARKS ELEMENTARY	ELEM INTERMEDIATE INSTRUCTOR	5/31/2021

f. 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
BROOKS, EDDIE	JAG INSTRUCTOR	FREDERICK DOUGLASS HIGH	08/09/2021
COLLINS, NICHOLAS	MUSIC INSTRUCTOR	THE LEARNING CENTER	07/01/2021
GILLESPIE, DAVIE	MUSIC INSTRUCTOR	SCAPA	07/01/2021
HARRIS, MARCUS	JAG INSTRUCTOR	THE LEARNING CENTER	07/01/2021
MIEDLER, SARA	ART INSTRUCTOR	SCAPA	08/09/2021
WILSON, ANNA	DANCE INSTRUCTOR	SCAPA	08/09/2021

## 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	
BRADEN	BERONICA	ROSA PARKS ELEMENTARY	CUSTODIAN	6/16/2021
BRUNER	MICHAEL	MARTIN LUTHER KING ACADEMY	INSTRUCTIONAL PARAEDUCATOR	6/7/2021
EL-AMIN	OLUWATOYIN	HENRY CLAY HIGH SCHOOL	SCHOOL OFFICE ASSISTANT	6/1/2021
FRAZIER	JAHANNA	WW BROWN FOOD SERVICE	FOOD SERVICE ASSISTANT II	6/21/2021
GUILFORD	RENEE	HENRY CLAY HIGH SCHOOL	SCHOOL OFFICE ASSISTANT	6/1/2021
JONES	ANN	TATES CREEK ELEMENTARY	EARLY START PARAEDUCATOR	6/21/2021
MARSHALL	DESIREE	CARTER G WOODSON ELEMENTARY	SCHOOL ADMIN ASST II - ELEM	6/4/2021
PARKER	CHRISTINA	SOUTHERN MIDDLE	CUSTODIAN	6/21/2021
PITTS	CALEB	MORTON MIDDLE	CUSTODIAN	6/9/2021

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	
BLACKMER	RUSSELL	PHYSICAL PLANT OPERATIONS/IAKSS CUSTODIAN	CENTRAL STORES/WAREHOUSE/WAREHOUSE WORKER II	6/14/2021
BROCK	MARK	HARRISON ELEMENTARY/LEAD CUSTODIAL SERVICE WORKER	PHYSICAL PLANT OPERATIONS/GROUNDS WORKER I	4/26/2021
COLLADO FUENTES	EDUARDO	HENRY CLAY HIGH SCHOOL/CUSTODIAN	LIBERTY ELEMENTARY/CUSTODIAN	6/7/2021
COOPER	RANDALL	BUS GARAGE/BUS MONITOR	BUS GARAGE/BUS DRIVER	5/10/2021
DEARING	STEPHANIE	TATES CREEK MIDDLE/LEAD CUSTODIAL SERVICE WORKER	GARRETT MORGAN ELEMENTARY/LEAD CUSTODIAL SERVICE WORKER	5/13/2021
GONZALEZ	EDMUNDO	LIBERTY ELEMENTARY/LEAD CUSTODIAL SERVICE WORKER	PHYSICAL PLANT OPERATIONS/UTILITY WORKER I	6/7/2021
GREEN	BUFORD	BUS GARAGE/BUS MONITOR	BUS GARAGE/BUS DRIVER	4/19/2021
HURT	LUTHER	LIBERTY ELEMENTARY/CUSTODIAN	LIBERTY ELEMENTARY/LEAD CUSTODIAL SERVICE WORKER	6/2/2021
MEFFORD	ALONZO	LIBERTY ELEMENTARY/CUSTODIAN	HARRISON ELEMENTARY/LEAD CUSTODIAL SERVICE WORKER	6/1/2021
MURPHY	JOHNATHAN	TATES CREEK MIDDLE/CUSTODIAN	TATES CREEK MIDDLE/LEAD CUSTODIAL SERVICE WORKER	6/1/2021

SHEPARD	SAVANAH	MEADOWTHORPE ELEMENTARY/PART-TIME CUSTODIAN	COVENTRY OAK ELEMENTARY/CUSTODIAN	5/10/2021
WILLIAMS	KEENEN	PHYSICAL PLANT OPERATIONS/CUSTODIAN	GARRETT MORGAN ELEMENTARY/CUSTODIAN	6/7/2021

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

Name	Location	Assignment	Effective Date
ANDERSEN ERIC	LANSDOWNE ELEMENTARY	SP ED PARA	6/30/2021
BARNETT MICHELLE	CRAWFORD MIDDLE SCHOOL	SP ED PARA	6/30/2021
CONNER SARAH	GARDEN SPRINGS ELEMENTARY	SP ED PARA	6/21/2021
FARMER CHRISTINA	YATES ELEMENTARY	SP ED PARA	6/21/2021
GILL KIMBERLY	BUS GARAGE	BUS MONITOR	6/18/2021
HENSLEY AMBER	FREDERICK DOUGLASS HIGH SCHOOL	SP ED PARA	6/30/2021
LUTHER BRIANNA	MILLCREEK ELEMENTARY	SP ED PARA	6/30/2021
MCCULLOUGH JAMES	BUS GARAGE	VEHICLE MECHANIC I	5/28/2021
PELOQUIN DANIEL	BUS GARAGE	BUS DRIVER	6/30/2021
SHELL TIMOTHY	TECHNOLOGY	MICROCOMPUTER SPECIALIST	6/30/2021

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

Name	Location	Assignment	Effective Date
RICHARDSON, MAKAYLA	YATES ELEMENTARY FOOD SERV	FOOD SERV ASST II	5/5/2021

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

Name	Location	Assignment	Effective Date
BYRD GARLAND	BUS GARAGE	BUS DRIVER	7/31/2021
CHINN JOANNA	BUS GARAGE	BUS MONITOR	8/31/2021
LIST ALISON	SUBSTITUTES-POSITIVE REPORTING	SUB PARAEDUCATOR	5/20/2021
MCWHORTER SUSAN	BEAUMONT MIDDLE SCHOOL	SCHOOL ADMIN ASST II - MIDDLE	7/31/2021
O'BRYANT AMY	LEXINGTON TRAD MAGNET MIDDLE	SP ED PARA	6/30/2021
PERKINS VIVIAN	BUS GARAGE	BUS DRIVER	8/31/2021
SMITH MARILYN	COVENTRY OAK ELEMENTARY	KINDERGARTEN PARAEDUCATOR	7/31/2021
WHITE JOHNIE	ADMINISTRATIVE SERVICES	CHIEF FINANCIAL OFFICER	6/30/2021

**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
CALMES, SEBASTIAN	BRYAN STATION HIGH SCHOOL	HIGH SCHOOL CLUB SPORT - SPRING
COUGHLIN, KEVIN	PAUL LAURENCE DUNBAR HIGH SCHOOL	HIGH SCHOOL BASEBALL ASST.
FIELDS, JACKSON	BRYAN STATION HIGH SCHOOL	HIGH SCHOOL CLUB SPORT - SPRING
JACKSON, SIERRA	MEADOWTHORPE ELEM	ELEM ACADEMIC CHAL COORDINATOR
JEFFERSON, STACEY	MEADOWTHORPE ELEM	ELEM ACADEMIC TEAM COACH
JEFFERSON, STACEY	MEADOWTHORPE ELEM	ELEM GRADE LEVEL REP
METTILLE, RACHEL	MEADOWTHORPE ELEM	ELEM CURRICULUM SPECIALIST
PARKS, DANIEL	MEADOWTHORPE ELEM	ELEM ACADEMIC TEAM COACH

- b. Resignation from Supplemental Duty Assignment - This is to report the resignation of the following supplemental duty employment:

Name	Location	Assignment
DEANS, PATRICK	NORTHERN ELEM	ELEM TECHNOLOGY COORD
MIRANDA, REICA	BOOKER T. WASHINGTON ELEM	ELEM TRANSPORTATION CAPTAIN
	BRYAN STATION TRADITIONAL	
MOORE, CATHLEEN	MIDDLE	HS/MID SBDM SECRETARY
SANTOS, ILLYSIA	WILLIAM WELLS BROWN ELEM	ELEM EXTRACURRICULAR SUPV

**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
ABDELFATTAH NESREEN	SUB PARAEDUCATOR	5/20/2021
AMOS CAROL	SUB PARAEDUCATOR	5/20/2021
ASBURY NATASHA	SUB PARAEDUCATOR	5/21/2021
ASHFORD MARTIN	SUB PARAEDUCATOR	5/20/2021
AWEIMRIN FAIRUZ	SUB PARAEDUCATOR	5/20/2021

AZIKIWE	ELZADA	SUB PARAEDUCATOR	5/20/2021
AZIZ-GOMEZ	ASEEL	SUB PARAEDUCATOR	5/20/2021
BARBER	BARBARA	SUB PARAEDUCATOR	5/20/2021
BARNES	STEPHENIE	SUB PARAEDUCATOR	5/20/2021
BERRY	DEENA	SUB PARAEDUCATOR	5/20/2021
BINGHAM	WILLIAM	SUB BUS MONITOR	5/20/2021
BLACKBURN	JULIE	SUB PARAEDUCATOR	5/20/2021
BLACKSTONE	LEELLEN	SUB PARAEDUCATOR	5/20/2021
BOYD	JONATHAN	SUB PARAEDUCATOR	5/20/2021
BRADLEY	TAYLOR	SUB BUS MONITOR	6/1/2021
BROCKENBROW	KAREN	SUB PARAEDUCATOR	5/20/2021
CAISE	REGINALD	SUB BUS DRIVER	5/20/2021
CALIA	MARY	SUB BUS DRIVER	5/19/2021
CALLAHAN	LAYLA	SUB BUS MONITOR	6/1/2021
CHADWELL	WILLIAM	SUB PARAEDUCATOR	5/20/2021
CHAMBERLIN	JAN	SUB BUS DRIVER	6/1/2021
CHEAL	LISA	SUB PARAEDUCATOR	5/20/2021
COCANOUGH	CRISTINA	SUB PARAEDUCATOR	5/20/2021
CORDRAY	DONALD	SUB BUS MONITOR	6/1/2021
CORNELIUS	TIJUANA	SUB PARAEDUCATOR	5/20/2021
CORNETT	CORTASIA	SUB BUS MONITOR	5/20/2021
CRAWFORD	LINDSAY	SUB PARAEDUCATOR	5/20/2021
CREMEANS	CHAISE	SUB PARAEDUCATOR	5/20/2021
CROOKS	JERILYN	SUB PARAEDUCATOR	5/20/2021
DEMUS	JAWAN	SUB PARAEDUCATOR	5/20/2021
DISMUKE	MARSHALL	SUB PARAEDUCATOR	5/20/2021
DURMAN	JOHN	SUB BUS DRIVER	6/1/2021
EGGERS	ELLEN	SUB PARAEDUCATOR	5/19/2021
EMBURY	DUSTY	SUB PARAEDUCATOR	5/20/2021
ETTER	NEVA	SUB PARAEDUCATOR	5/19/2021
FERGUSON	DAVID	SUB BUS DRIVER	5/21/2021
FISCHER	RICARDO	SUB BUS MONITOR	5/20/2021
FLANARY	JON	SUB BUS MONITOR	6/1/2021
FORSYTH	ALLISON	SUB PARAEDUCATOR	5/20/2021
GALAN	PAULA	SUB BUS DRIVER	6/1/2021
GILBERT	KEVIN	SUB BUS DRIVER	5/20/2021
GILL	KIMBERLY	SUB BUS MONITOR	6/19/2021
GRIMES	LESA	SUB BUS MONITOR	5/20/2021
GROGAN	MARY	SUB PARAEDUCATOR	5/20/2021



GRUNDY	THOMAS	SUB PARAEDUCATOR	5/20/2021
HARLAMERT	KAYLEE	SUB PARAEDUCATOR	5/20/2021
HARRIS	BRIA	SUB PARAEDUCATOR	5/20/2021
HART	JASON	SUB PARAEDUCATOR	5/20/2021
HECKATHORN	TABETHA	SUB PARAEDUCATOR	5/20/2021
HORN	JUDY	SUB PARAEDUCATOR	5/20/2021
HOWARD	WANDA	SUB PARAEDUCATOR	5/20/2021
HULL	DEBI	SUB PARAEDUCATOR	5/20/2021
HULTZ	ALANNA	SUB PARAEDUCATOR	5/20/2021
JACKSON	GLENDON	SUB PARAEDUCATOR	5/20/2021
JAYCOX	ROBIN	SUB PARAEDUCATOR	5/20/2021
JOHNSON	BETTY	SUB BUS MONITOR	5/20/2021
JONES	JOAN	SUB PARAEDUCATOR	5/20/2021
KHAN	ASMAT	SUB SECRETARY	5/20/2021
KLAG	TERESA	SUB PARAEDUCATOR	5/20/2021
KLINGLESMTIH	CONNIE	SUB PARAEDUCATOR	5/19/2021
LARIMORE	BRENT	SUB PARAEDUCATOR	5/20/2021
LESLIE	MONICA	SUB PARAEDUCATOR	5/20/2021
LIST	ALISON	SUB PARAEDUCATOR	5/20/2021
LITTLE	BRYAN	SUB PARAEDUCATOR	5/20/2021
LONG	JOHN	SUB PARAEDUCATOR	5/20/2021
MARJI	DIANA	SUB PARAEDUCATOR	5/20/2021
MARSHALL	SHAYLA	SUB FOOD SERVICE	6/18/2021
MATTI-RAYAN	MAYADA	SUB PARAEDUCATOR	5/20/2021
MAYNARD	TIFFANIE	SUB PARAEDUCATOR	5/20/2021
MCGREW	NICOLE	SUB PARAEDUCATOR	5/20/2021
MCKARRIS	ELIZABETH	SUB PARAEDUCATOR	5/20/2021
MILBERN	FRAZANN	SUB PARAEDUCATOR	5/20/2021
MILLER	DEAN	SUB PARAEDUCATOR	5/20/2021
MOODY	LUKE	SUB PARAEDUCATOR	5/20/2021
MOORE	DONNELL	SUB BUS DRIVER	6/1/2021
MOORE	JESSE	SUB PARAEDUCATOR	5/20/2021
MULLINS	AMANDA	SUB PARAEDUCATOR	5/20/2021
MULLINS	MORGAN	SUB PARAEDUCATOR	5/20/2021
MULLINS	NICK	SUB PARAEDUCATOR	5/20/2021
NEWBY	YVETTE	SUB PARAEDUCATOR	5/20/2021
PERRYMAN	BRIAN	SUB BUS DRIVER	6/12/2021
PERRYMAN	BRIAN	SUB BUS DRIVER	6/1/2021
PINKSTON	CAROL	SUB SECRETARY	5/20/2021

PRINSSEN	BARBARA	SUB PARAEDUCATOR	5/20/2021
RAMSEY	BRENDA	SUB BUS MONITOR	6/1/2021
RAMSEY	BRENDA	SUB BUS MONITOR	6/1/2021
RIESENBERG	MONICA	SUB PARAEDUCATOR	5/20/2021
ROBINSON	MATTHEW	SUB PARAEDUCATOR	5/20/2021
RODRIGUEZ	ESTHER	SUB BUS MONITOR	5/20/2021
RODRIGUEZ	LAMIYA	SUB PARAEDUCATOR	5/20/2021
ROGERS	RACHEL	SUB PARAEDUCATOR	5/20/2021
SCOTT	SABRINA	SUB PARAEDUCATOR	5/20/2021
SHAH	BHAJANA	SUB PARAEDUCATOR	5/20/2021
SHOEMAKER	BREANNA	SUB PARAEDUCATOR	5/20/2021
SIMS	MARY	SUB PARAEDUCATOR	5/20/2021
SIPPLE- GIBSON	HOLLY	SUB PARAEDUCATOR	5/20/2021
SIZEMORE	JAMES	SUB BUS MONITOR	5/20/2021
SLAUGHTER	KENDRA	SUB BUS MONITOR	5/20/2021
SMITH	CONNIE	SUB BUS MONITOR	5/20/2021
SNEAD	VALERIE	SUB PARAEDUCATOR	5/20/2021
SPARKS	DOMINIQUE	SUB BUS DRIVER	5/20/2021
STAMMEL	LAURA	SUB PARAEDUCATOR	5/20/2021
STAPLES	ANN	SUB PARAEDUCATOR	5/20/2021
STEVENS	ALLISON	SUB PARAEDUCATOR	5/20/2021
STILES	ALEXANDRA	SUB PARAEDUCATOR	5/20/2021
STINSON	BRADLI	SUB BUS DRIVER	5/20/2021
SWOPE	WILLIAM	SUB PARAEDUCATOR	5/20/2021
TAYLOR	MARVIN	SUB BUS MONITOR	5/21/2021
TAYLOR	CRYSTAL	SUB PARAEDUCATOR	5/20/2021
TRACY	ALLISON	SUB SECRETARY	5/20/2021
TRONOSKI	ELIZABETH	SUB SECRETARY	5/19/2021
UBELLACKER	BAILEY	SUB PARAEDUCATOR	5/20/2021
UNDERWOOD	TAMMY	SUB PARAEDUCATOR	5/20/2021
VAN STEENBERGH	EMILY	SUB PARAEDUCATOR	5/20/2021
WALKER	EVELYN	SUB PARAEDUCATOR	5/20/2021
WALLS	AMY	SUB PARAEDUCATOR	5/20/2021
WARDROP	KIMBERLY	SUB BUS MONITOR	5/20/2021
WATKINS	STEPHANIE	SUB BUS DRIVER	5/20/2021
WAY	BILLIE	SUB PARAEDUCATOR	5/20/2021
WEAVER	GEORGIETTA	SUB PARAEDUCATOR	5/19/2021

WICK	SARAH	SUB PARAEDUCATOR	5/20/2021
WILKERSON	PAUL	SUB PARAEDUCATOR	5/20/2021
WILLIAMS	SHANNON	SUB BUS MONITOR	5/20/2021
WILLIAMS	ANTONIO	SUB PARAEDUCATOR	5/19/2021
WILLIAMS	MARY	SUB PARAEDUCATOR	5/20/2021
WILSON	NORMA	SUB PARAEDUCATOR	5/20/2021
WILSON	VICTORIA	SUB PARAEDUCATOR	5/20/2021
YEARY	KATHY	SUB PARAEDUCATOR	5/19/2021
ZANDER	KIMBERLY	SUB PARAEDUCATOR	5/20/2021

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
ABDEL-JABER HASAN	EMERGENCY SUBSTITUTE	5/20/2021
ALONSO IBARRA DIANA	EMERGENCY SUBSTITUTE	6/9/2021
ARCHER ALEAH	EMERGENCY SUBSTITUTE	6/3/2021
BIGGS SARA	EMERGENCY SUBSTITUTE	6/16/2021
BLANTON EMMA	EMERGENCY SUBSTITUTE	5/20/2021
BLUNK MARC	EMERGENCY SUBSTITUTE	6/23/2021
BOHMAN GRACIE	EMERGENCY SUBSTITUTE	6/1/2021
BOULDEN JENNA	EMERGENCY SUBSTITUTE	6/11/2021
BROOKS TRICIA	EMERGENCY SUBSTITUTE	5/20/2021
BUERSTER HAYDEN	EMERGENCY SUBSTITUTE	6/7/2021
BURDELL SHANTORIA	EMERGENCY SUBSTITUTE	5/20/2021
CECIL JONI	EMERGENCY SUBSTITUTE	5/20/2021
COOKE LORI	EMERGENCY SUBSTITUTE	5/20/2021
CURTIS CANDICE	EMERGENCY SUBSTITUTE	5/20/2021
DONAHUE RACHEL	EMERGENCY SUBSTITUTE	6/7/2021
DOWD COURTNEY	EMERGENCY SUBSTITUTE	6/9/2021
ELDRIDGE ALYSSA	EMERGENCY SUBSTITUTE	6/7/2021
FERGUSON AMANDA	EMERGENCY SUBSTITUTE	5/20/2021
FITZPATRICK KATHLEEN	EMERGENCY SUBSTITUTE	6/3/2021

GONZALEZ	FRANCIA	EMERGENCY SUBSTITUTE	5/20/2021
HINKLE	MADISEN	EMERGENCY SUBSTITUTE	6/7/2021
HUDSON	RACHEL	EMERGENCY SUBSTITUTE	5/20/2021
JAMES	DYLAN	EMERGENCY SUBSTITUTE	6/1/2021
JENKINS	WHITNEY	EMERGENCY SUBSTITUTE	5/20/2021
JENKINS	KEZIAH	EMERGENCY SUBSTITUTE	6/16/2021
JETTON	ALEXIS	EMERGENCY SUBSTITUTE	6/1/2021
JI	YANLI	EMERGENCY SUBSTITUTE	5/20/2021
JONES	CONNIE	EMERGENCY SUBSTITUTE	5/20/2021
JULIAO	MARCHELLE	EMERGENCY SUBSTITUTE	5/21/2021
KREPS	VICKI	EMERGENCY SUBSTITUTE	5/20/2021
LANDVERSICHT	KURT	EMERGENCY SUBSTITUTE	5/20/2021
MATTINGTLY	LILY	EMERGENCY SUBSTITUTE	6/20/2021
MOSSEY	MICHELLE	EMERGENCY SUBSTITUTE	5/20/2021
MURRAY	JAMES	EMERGENCY SUBSTITUTE	6/21/2021
PEEVY	ALLISON	EMERGENCY SUBSTITUTE	5/20/2021
PENNINGTON	EMMA	EMERGENCY SUBSTITUTE	7/1/2021
PENNINGTON	EMMA	EMERGENCY SUBSTITUTE	6/1/2021
PIERSON	ERRIS	EMERGENCY SUBSTITUTE	6/11/2021
PRESTON	CHELSEA	EMERGENCY SUBSTITUTE	6/7/2021
PROBST	KARLEY	EMERGENCY SUBSTITUTE	6/11/2021
PRZYSTUP	PATRICIA	EMERGENCY SUBSTITUTE	6/3/2021
SIEGEL	SHELBY	EMERGENCY SUBSTITUTE	6/9/2021
SIMPSON	NATALIE	EMERGENCY SUBSTITUTE	5/20/2021
TUCK	KYLE	EMERGENCY SUBSTITUTE	6/16/2021
VAN VOOREN	SARAH	EMERGENCY SUBSTITUTE	6/23/2021
WALL	MARYJEAN	EMERGENCY SUBSTITUTE	5/20/2021
WELLS	CAROLINE	EMERGENCY SUBSTITUTE	6/1/2021
WIGGINTON	TASSA	EMERGENCY SUBSTITUTE	5/20/2021
WRIGHT	COURTNEY	EMERGENCY SUBSTITUTE	6/16/2021

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

Name	Assignment	Effective Date	
ALEXANDER	LYNNE	RET SUBSTITUTE TEACHER	5/19/2021
ALLEN	RYAN	SUBSTITUTE TEACHER	5/20/2021
ALLEN-YOUNG	CAYLIE	SUBSTITUTE TEACHER	6/8/2021
BAKER	ELAINE	RET SUBSTITUTE TEACHER	5/19/2021
BLACK	KRISTI	SUBSTITUTE TEACHER	5/21/2021
BOYD	TINA	SUBSTITUTE TEACHER	5/20/2021
BRADLEY	CLAIRE	SUBSTITUTE TEACHER	5/20/2021
BUCK	AMY	SUBSTITUTE TEACHER	5/20/2021
CAHILL	WILLIAM	SUBSTITUTE TEACHER	5/21/2020
CLAYPOOL	OLIVIA	SUBSTITUTE TEACHER	6/13/2021
CLIFTON	ERIN	SUBSTITUTE TEACHER	5/20/2021
COMBS	CECIL	SUBSTITUTE ADMINISTRATOR	5/20/2021
CORNETT	CAROLINE	RET SUBSTITUTE TEACHER	5/19/2021
DAY	KATHERIAN	RET SUBSTITUTE TEACHER	5/19/2021
DENTON	RAYMOND	SUBSTITUTE TEACHER	5/20/2021
DOLL	CATHERINE	SUBSTITUTE TEACHER	5/19/2021
DRAKE	GREGORY	SUBSTITUTE ADMINISTRATOR	5/19/2021
DUTTON	JESSICA	SUBSTITUTE TEACHER	5/20/2021
EDMONDSON	CHRISTINA	SUBSTITUTE TEACHER	5/20/2021
ELLISON	LORRAINE	RET SUBSTITUTE TEACHER	5/19/2021
EVANS	HALLIE	RET SUBSTITUTE TEACHER	5/19/2021
GESS	DONNA	RET SUBSTITUTE TEACHER	5/20/2021
GOODE	MICHELLE	SUBSTITUTE TEACHER	5/20/2021
HAGGERTY	GERALDINE	RET SUBSTITUTE TEACHER	5/20/2021
HARMON	BILLIE	RET SUBSTITUTE TEACHER	5/19/2021
HEINRICHS	JILLIAN	SUBSTITUTE TEACHER	5/20/2021
HELVEY	JAMIE	RET SUBSTITUTE TEACHER	5/19/2021
HENRY	KENNETH	SUBSTITUTE TEACHER	5/20/2021
HERNANDEZ	ANGELA	SUBSTITUTE TEACHER	5/20/2021
IRWIN	CHERYL	RET SUBSTITUTE TEACHER	5/19/2021
JACKSON	ROBIN	SUBSTITUTE TEACHER	5/20/2021
JONES	ROBERT	RET SUBSTITUTE TEACHER	5/19/2021
KESSELL	DANIELLE	SUBSTITUTE TEACHER	5/20/2021
KING	LAUREN	SUBSTITUTE TEACHER	5/20/2021
KNAUSS	JUDITH	RET SUBSTITUTE TEACHER	5/19/2021

KOESTERS	STEPHANIE	SUBSTITUTE TEACHER	5/21/2020
LITTERAL	JASON	SUBSTITUTE TEACHER	5/20/2021
MADSEN	JAMES	RET SUBSTITUTE TEACHER	5/19/2021
MILLER	JULIE	RET SUBSTITUTE TEACHER	5/19/2021
MINARIK	DAMIAN	RET SUBSTITUTE TEACHER	5/20/2021
MITCHELL	MARY	RET SUBSTITUTE TEACHER	5/20/2021
MURPHY	DIANA	RET SUBSTITUTE TEACHER	5/19/2021
RANDELL	TRACI	RET SUBSTITUTE TEACHER	5/19/2021
ROBINSON	JEANNE	RET SUBSTITUTE TEACHER	5/19/2021
ROBINSON	JENNIFER	SUBSTITUTE TEACHER	5/20/2021
ROXBERRY	DEVON	RET SUBSTITUTE TEACHER	5/19/2021
SERCE	ANDREW	SUBSTITUTE TEACHER	5/20/2021
SEREY	MARIA	SUBSTITUTE TEACHER	5/20/2021
SHOOK	JANELLE	RET SUBSTITUTE TEACHER	5/19/2021
SIMMS	VERONICA	RET SUBSTITUTE TEACHER	5/19/2021
TAYLOR	JESSICA	SUBSTITUTE TEACHER	5/20/2021
WAFFORD	ANNE	RET SUBSTITUTE TEACHER	5/20/2021
WEAVER	JOHNNY	RET SUBSTITUTE TEACHER	5/19/2021
WILLIAMS	LINDA	RET SUBSTITUTE TEACHER	5/19/2021
WILLOUGHBY	HAROLD	RET SUBSTITUTE TEACHER	5/19/2021



FAYETTE COUNTY PUBLIC SCHOOLS

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

**MEETING:** Regular

**DATE:** July 26, 2021

**TOPIC:** Biannual Construction Report (as of June 30, 2021)

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

**Recommended Action on:** 7/26/2021  
Informational Item

**Superintendent Prior Approval:** No

**Recommendation/Motion:** N/A

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

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

**Policy:** 01.11 – General Powers and Duties of the Board

**Fiscal Impact:** None

**Attachment(s):** Yes



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FAYETTE COUNTY PUBLIC SCHOOLS

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**BIANNUAL CONSTRUCTION REPORT**  
**(as of June 30, 2021)**

**DATE:** July 12, 2021  
**TO:** Board of Education  
**FROM:** Dr. Marlene Helm, Acting 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 2020 – June 2021)**

**NOTE: added/modified after December 31, 2020**

Facility Name	Project Description	Approved Funding	Actual Costs	Board BG-4 Approval	KDE BG-4 Approval
Brenda Cowan Elementary (New Elementary @ Athens-Boonesboro Rd.)	New Construction	SFCC Cash, Capital Outlay, Local FSPK Bond, SFCC Bond Sale, Residuals (Wellington, Clays Mill, Tates Creek Middle, Mary Todd, Breckinridge, Meadowthorpe, Tates Creek Elem)	\$24,142,596.19	6/22/20	7/28/20
Bryan Station High	Athletic Field Artificial Turf & Track Replacement	General Fund	\$997,584.90	6/22/20	9/16/20
Henry Clay High	Athletic Field Artificial Turf & Track Replacement	General Fund	\$1,022,995.98	9/28/20	10/21/20
Bryan Station High	Softball Fieldhouse (Ph 2)	General Fund, Residuals (Canceled Leestown Portable), Residuals (PLD Track Replacement)	\$784,718.20	12/14/20	2/9/21
2185 & 2345 Polo Club Blvd.	Site Acquisition	Local FSPK Bond	\$13,467,422.13	4/26/21 (BG5)	Pending (BG5)
100 Midland Ave	Site Acquisition	Local FSPK Bond	\$7,777,945.27	4/26/21 (BG5)	Pending (BG5)
Secured Vestibules - Group B	Renovation	General Fund/Safety HealthFirst Bluegrass	\$1,704,246.65	6/28/21	Pending

**BG-1 PROJECTS UNDER DESIGN/CONSTRUCTION**

**(\$500,000 or more)**

**(July 2020 – June 2021)**

**NOTE: added/modified after December 31, 2020**

Facility Name	Project Description	Approved Funding and Source		BG-1 Approval Date	Est. Completion Date
Tates Creek High	New Construction (in progress)	\$85,637,223.16	Bond, 2017 SFCC, Building Fund, Capital Outlay, Residuals (Garden Springs, James Lane Allen, Glendover, Deep Springs), General Fund, SFCC Bond	3/22/21 (rev.)	Nov-2022
Secured Vestibules – Group A	Renovation (in progress)	\$1,763,556	General Fund/Safety	6/24/19 (rev.)	Dec-2020
Secured Vestibules – Group C (added Johnson Bldg.)	Renovation (in progress)	\$1,396,953.08	General Fund/Safety	2/22/21 (rev.)	Dec-2020 July-2021
STEAM Academy & Success Academy	Renovation (in progress)	\$26,990,125.53	Bond, Residuals (site acquisitions: 4801 Athens-Boonesboro Rd & 1555 Georgetown Rd)	7/8/19 (rev.)	Dec-2020

Liberty Rd Bus Garage	Bus Parking Lot Expansion (postponed)	\$1,134,306	General Fund, Residuals (GF Source)	5/20/19 (rev.)	<b>TBD</b>
450 Park Place (Central Office)	Modifications (in progress)	\$6,817,686	General Fund	1/27/20 (rev.)	Nov-2020
New Middle School @ Polo Club	New Construction (in progress)	\$40,640,000	Local FSPK Bond	2/22/21	July-2023
Leestown Middle – Multiplex w/ Restrooms	Portable Installation (in progress)	\$542,404.80	General Fund	4/26/21	Aug-2021
Lafayette High – Phased Athletic Facilities (Softball Dugouts & Fieldhouse / Turf & Track Replacement)	New Construction & Renovation (in progress)	\$661,700	General Fund	6/28/21	Aug-2022



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FAYETTE COUNTY PUBLIC SCHOOLS

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

**MEETING: Regular**

**DATE: 7/26/2021**

**TOPIC: Indirect Cost Rate Approval and Adoption**

**PREPARED BY: Rodney Jackson**

**Recommended Action on: 7/26/2021**  
**Informational Item**

**Superintendent Prior Approval: No**

**Recommendation/Motion: NA**

**Background/Rationale:** This is to inform the Board of the restricted and non-restricted indirect cost calculations prepared by the Kentucky Department of Education of 6.00% and 17.23% respectively effective July 1, 2021. Indirect costs are expenditures in support of a program that are not directly identifiable to that program. The Federal government allows entities to be reimbursed for a portion of support expenditures incurred with relation to Federal programs. The Kentucky Department of Education calculates two different rates for indirect costs - restricted and non-restricted. Restricted rates may be applied to federal grants that exclude expenses for district administrative support and allow non-restricted rates that may be applied against district food service programs. The U.S. Department of Education requires the Kentucky Department of Education to have the indirect cost rates approved by school districts.

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

**Fiscal Impact: NA**

**Attachments(s): None**



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FAYETTE COUNTY PUBLIC SCHOOLS

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

**MEETING: Regular**

**DATE: 7/19/2021**

**TOPIC: School Activity Funds Report**

**PREPARED BY: Rodney Jackson**

**Recommended Action on: 7/26/2021**  
**Informational Item**

**Superintendent Prior Approval: No**

**Recommendation/Motion: N/A**

**Background/Rationale: School Activity Funds Report for the period of May 31, 2021. The report details each school's activity funds 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**

## SCHOOL ACTIVITY FUNDS REPORT FOR MAY 2021

SCHOOLS	May 2021	RECEIPTS	EXPENSES	END BAL
<b>ELEMENTARY</b>				
Arlington	\$20,104.07	\$12.48	\$1,220.99	\$18,895.56
Ashland	\$23,983.93	\$28,664.65	\$29,188.30	\$23,460.28
Athens-Chilesburg	\$94,031.24	\$190.82	\$952.51	\$93,269.55
BTW Elementary	\$7,958.74	\$366.78	\$1,115.72	\$7,209.80
Breckinridge	\$18,791.39	\$28,145.23	\$30,215.75	\$16,720.87
Brenda Cowan Elem	\$59,781.99	\$590.91	\$5,193.22	\$55,179.68
Cardinal Valley	\$39,983.08	\$270.64	\$849.91	\$39,403.81
Cassidy	\$45,500.09	\$4.41	\$3,034.25	\$42,470.25
Clays Mill	\$75,549.49	\$64,129.07	\$77,608.75	\$62,069.81
Coventry Oak	\$37,931.36	\$123.61	\$3,103.68	\$34,951.29
Deep Springs	\$10,673.00	\$81.79	\$1,415.10	\$9,339.69
Dixie Magnet	\$24,634.02	\$46,800.75	\$52,509.24	\$18,925.53
Garden Springs	\$39,832.95	\$44,249.54	\$12,887.06	\$71,195.43
Garrett Morgan	\$68,337.48	\$35.27	\$1,330.56	\$67,042.19
Glendover	\$28,628.52	\$141.24	\$300.00	\$28,469.76
Harrison	\$10,167.36	\$6,084.47	\$1,305.45	\$14,946.38
James Lane Allen	\$27,113.96	\$104.78	\$376.49	\$26,842.25
Julius Marks	\$51,446.57	\$108.38	\$483.00	\$51,071.95
Lansdowne	\$36,240.86	\$59,170.75	\$60,060.96	\$35,350.65
Liberty	\$64,103.66	\$60,790.00	\$64,337.76	\$60,555.90
Mary Todd	\$11,712.42	\$160.15	\$594.00	\$11,278.57
Maxwell	\$37,130.39	\$421.94	\$3,565.20	\$33,987.13
Meadowthorpe	\$31,340.67	\$220.87	\$2,760.56	\$28,800.98
Academy for Leadership @ Millcreek	\$11,470.68	\$229.54	\$0.00	\$11,700.22
Northern	\$22,913.91	\$51.90	\$1,956.66	\$21,009.15
Picadome	\$23,204.13	\$191.94	\$1,833.94	\$21,562.13
Rosa Parks	\$74,759.64	\$75,148.98	\$83,899.45	\$66,009.17
Russell Cave	\$11,435.66	\$0.99	\$88.64	\$11,348.01
Sandersville	\$32,524.20	\$882.35	\$446.18	\$32,960.37
Southern	\$23,407.06	\$1.97	\$990.15	\$22,418.88
Squires	\$38,149.10	\$569.84	\$0.00	\$38,718.94
Stonewall	\$44,382.61	\$711.79	\$245.19	\$44,849.21
Tates Creek	\$14,442.84	\$354.23	\$400.00	\$14,397.07
Veterans Park	\$11,776.21	\$6,089.92	\$6,926.21	\$10,939.92
Wellington	\$32,914.49	\$47,780.48	\$40,680.49	\$40,014.48
William Wells Brown	\$11,912.29	\$5,196.60	\$831.77	\$16,277.12
Yates	\$23,861.46	\$1,245.58	\$1,092.17	\$24,014.87
<b>SUB TOTAL</b>	<b>\$1,242,131.52</b>	<b>\$479,324.64</b>	<b>\$493,799.31</b>	<b>\$1,227,656.85</b>
<b>MIDDLE</b>				
Beaumont	\$101,619.10	\$13,334.27	\$14,870.33	\$100,083.04
Bryan Station	\$76,168.42	\$2,263.36	\$2,389.48	\$76,042.30
Crawford	\$68,276.62	\$10,783.77	\$7,547.86	\$71,512.53
Edythe J. Hayes	\$127,447.19	\$11,668.14	\$12,035.05	\$127,080.28
Jessie Clark	\$122,923.88	\$1,465.37	\$9,460.12	\$114,929.13
Leestown	\$74,349.51	\$3,028.56	\$6,680.07	\$70,698.00
LTMS	\$36,400.72	\$2,031.61	\$3,066.09	\$35,366.24
Morton	\$109,901.59	\$324.27	\$6,785.25	\$103,440.61
SCAPA	\$78,498.77	\$1,481.65	\$3,641.12	\$76,339.30
Southern	\$147,500.52	\$1,200.16	\$4,857.92	\$143,842.76
Tates Creek	\$64,132.67	\$1,934.71	\$7,545.69	\$58,521.69
Winburn	\$50,854.92	\$801.74	\$2,205.28	\$49,451.38

<b>SUB TOTAL</b>	<b>\$1,058,073.91</b>	<b>\$50,317.61</b>	<b>\$81,084.26</b>	<b>\$1,027,307.26</b>
<b>HIGH</b>				
Bryan Station	\$158,619.17	\$25,070.05	\$37,849.28	\$145,839.94
Frederick Douglass	\$199,948.74	\$33,916.12	\$14,855.15	\$219,009.71
Henry Clay	\$391,159.86	\$37,361.46	\$47,932.09	\$380,589.23
Lafayette	\$209,299.30	\$66,403.69	\$55,325.40	\$220,377.59
P.L. Dunbar	\$431,965.91	\$43,832.20	\$40,081.35	\$435,716.76
Tates Creek	\$191,103.32	\$11,721.21	\$5,325.56	\$197,498.97
<b>SUB TOTAL</b>	<b>\$1,582,096.30</b>	<b>\$218,304.73</b>	<b>\$201,368.83</b>	<b>\$1,599,032.20</b>
<b>VOCATIONAL/ALT.</b>				
Carter G. Woodson	\$18,514.04	\$2,170.70	\$2,458.95	\$18,225.79
Eastside Tech Ctr.	\$106,602.71	\$9.05	\$9.00	\$106,602.76
Locust Trace Agriscience	\$69,194.55	\$24,991.11	\$8,031.75	\$86,153.91
MLK Jr. Academy	\$348,922.82	\$66,522.64	\$22,725.16	\$392,720.30
Rise STEM Academy for Girls (new)	\$1,242.66	\$1.39	\$0.00	\$1,244.05
Southside Tech.Ctr.	\$15,871.29	\$1.34	\$385.00	\$15,487.63
Steam Academy	\$30,516.38	\$2,807.78	\$1,839.52	\$31,484.64
Success Academy	\$3,504.59	\$0.30	\$0.00	\$3,504.89
The Learning Center	\$12,686.76	\$1.06	\$545.47	\$12,142.35
<b>SUB TOTAL</b>	<b>\$607,055.80</b>	<b>\$96,505.37</b>	<b>\$35,994.85</b>	<b>\$667,566.32</b>
<b>GRAND TOTAL</b>	<b>\$4,489,357.53</b>	<b>\$844,452.35</b>	<b>\$812,247.25</b>	<b>\$4,521,562.63</b>



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FAYETTE COUNTY PUBLIC SCHOOLS

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

**MEETING: Regular**

**DATE: 7/26/2021**

**TOPIC: Budget Transfer Report**

**PREPARED BY: Ann Sampson-Grimes**

**Recommended Action on: 7/26/2021**  
**Informational Item**

**Superintendent Prior Approval: No**

**Recommendation/Motion: No motion necessary**

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

**Policy: #04.1 Fiscal Management**

**Fiscal Impact: N/A**

**Attachments(s): Budget Transfer Report**

# Budget Transfer Report

## June 2021

Report ID: bu010\_BudgTransf  
Report run at: 7/2/2021 3:07:14 PM

Function	Function name	Effective date	Location	Comments	Amount
<b>Journal 690</b>					
2600	PLANT OPERATIONS F-ASSETS ONLY	06/08/2021	MAINTENANCE SHOP	REALLOCATE AS EXP WAS CRRCTED	(103,368.20)
1000	INSTRUCTIONAL SUPPORT	06/08/2021	DISTRICT WIDE	REALLOCATE AS EXP WAS CRRCTED	103,368.20
Journal total					0.00
<b>Journal 691</b>					
2700	STUD TRANS FIX ASSET ONLY	06/09/2021	BUS GARAGE	REALCTE 4 COV SANITATION EXP	(9,587.00)
2600	PLANT OPERATIONS F-ASSETS ONLY	06/09/2021	MAINTENANCE SHOP	REALCTE 4 COV SANITATION EXP	9,587.00
2600	PLANT OPERATIONS F-ASSETS ONLY	06/09/2021	MAINTENANCE SHOP	ADD'L COST OF BOX TRUCKS @ WH	7,400.00
1000	INSTRUCTIONAL SUPPORT	06/09/2021	DISTRICT WIDE	ADD'L COST OF BOX TRUCKS @ WH	(7,400.00)
2600	PLANT OPERATIONS F-ASSETS ONLY	06/09/2021	MAINTENANCE SHOP	REALLOCATE FOR CONTRACTORS	(168,537.00)
2600	PLANT OPERATIONS F-ASSETS ONLY	06/09/2021	MAINTENANCE SHOP	REALLOCATE FOR CONTRACTORS	(10,340.00)
2600	PLANT OPERATIONS F-ASSETS ONLY	06/09/2021	MAINTENANCE SHOP	REALLOCATE FOR CONTRACTORS	(2,418.00)
2600	PLANT OPERATIONS F-ASSETS ONLY	06/09/2021	MAINTENANCE SHOP	REALLOCATE FOR CONTRACTORS	(47,023.00)
2600	PLANT OPERATIONS F-ASSETS ONLY	06/09/2021	MAINTENANCE SHOP	REALLOCATE FOR CONTRACTORS	(3,569.00)
2600	PLANT OPERATIONS F-ASSETS ONLY	06/09/2021	MAINTENANCE SHOP	REALLOCATE FOR CONTRACTORS	(1,334.00)
2600	PLANT OPERATIONS F-ASSETS ONLY	06/09/2021	MAINTENANCE SHOP	REALLOCATE FOR CONTRACTORS	284,684.00
1000	INSTRUCTIONAL SUPPORT	06/09/2021	DISTRICT WIDE	SUMMER PAINT CONTRACTORS	(51,463.00)
Journal total					0.00
<b>Journal 1671</b>					
1000	INSTRUCTIONAL SUPPORT	06/23/2021	DISTRICT WIDE	MUSICAL INSTRUMENTS	(200,000.00)
2200	INSTRUCT SUPP SERV (FIXED ASST	06/23/2021	DISTRICT WIDE	MUSICAL INSTRUMENTS	200,000.00
Journal total					0.00
<b>Journal 1673</b>					
1000	INSTRUCTIONAL SUPPORT	06/23/2021	DISTRICT WIDE	ATHLETIC EQUIPMENT	(100,000.00)
2200	INSTRUCT SUPP SERV (FIXED ASST	06/23/2021	DISTRICT WIDE	ATHLETIC EQUIPMENT	70,000.00
2200	INSTRUCT SUPP SERV (FIXED ASST	06/23/2021	DISTRICT WIDE	ATHLETIC EQUIPMENT	30,000.00
Journal total					0.00
<b>Journal 1681</b>					
2300	DIST ADMIN SUPPORT FIXED ASSET	06/23/2021	IT'S ABOUT KIDS SUPPT SERVICES	REALLOCATE FUNDS AS NEEDED	82,850.00
2300	DIST ADMIN SUPPORT FIXED ASSET	06/23/2021	IT'S ABOUT KIDS SUPPT SERVICES	REALLOCATE FUNDS AS NEEDED	(27,000.00)
2300	DIST ADMIN SUPPORT FIXED ASSET	06/23/2021	IT'S ABOUT KIDS SUPPT SERVICES	REALLOCATE FUNDS AS NEEDED	(20,000.00)
2300	DIST ADMIN SUPPORT FIXED ASSET	06/23/2021	IT'S ABOUT KIDS SUPPT SERVICES	REALLOCATE FUNDS AS NEEDED	(5,000.00)
2300	DIST ADMIN SUPPORT FIXED ASSET	06/23/2021	IT'S ABOUT KIDS SUPPT SERVICES	REALLOCATE FUNDS AS NEEDED	(20,000.00)



# Budget Transfer Report June 2021

Report ID: bu010\_BudgTransf  
Report run at: 7/2/2021 3:07:14 PM

2300	DIST ADMIN SUPPORT FIXED ASSET	06/23/2021	IT'S ABOUT KIDS SUPPT SERVICES	REALLOCATE FUNDS AS NEEDED	(10,150.00)
2300	DIST ADMIN SUPPORT FIXED ASSET	06/23/2021	IT'S ABOUT KIDS SUPPT SERVICES	REALLOCATE FUNDS AS NEEDED	(700.00)
2200	INSTRUCT SUPP SERV (FIXED ASST	06/23/2021	DISTRICT WIDE	MUSICAL INSTRUMENTS	50,000.00
1000	INSTRUCTIONAL SUPPORT	06/23/2021	LAFAYETTE HIGH SCHOOL	REALLOCATE FUNDS AS NEEDED	(120,000.00)
2700	STUD TRANS FIX ASSET ONLY	06/23/2021	BUS GARAGE	REALLOCATE FUNDS AS NEEDED	(150,000.00)
1000	INSTRUCTIONAL SUPPORT	06/23/2021	DISTRICT WIDE	REALLOCATE FUNDS AS NEEDED	545,063.72
2500	BUSINESS SUPPORT SERVICES	06/23/2021	IT'S ABOUT KIDS SUPPT SERVICES	SQL SERVER REPORTING	4,960.94
2500	BUSINESS SUPPORT SERVICES	06/23/2021	IT'S ABOUT KIDS SUPPT SERVICES	SQL SERVER REPORTING	1,085.66
2500	BUSINESS SUPPORT SERVICES	06/23/2021	IT'S ABOUT KIDS SUPPT SERVICES	MUNIS MODULE EPROCUREMENT	48,900.00
2200	INSTRUCT SUPP SERV (FIXED ASST	06/23/2021	DISTRICT WIDE	REALLOCATE FUNDS AS NEEDED	(70,251.00)
1000	INSTRUCTIONAL SUPPORT	06/23/2021	TATES CREEK ELEMENTARY	REALLOCATE FUNDS AS NEEDED	(72,374.00)
1000	INSTRUCTIONAL SUPPORT	06/23/2021	GARRETT MORGAN ELEMENTARY	REALLOCATE FUNDS AS NEEDED	(74,696.00)
1000	INSTRUCTIONAL SUPPORT	06/23/2021	BRYAN STATION HIGH	REALLOCATE FUNDS AS NEEDED	(78,706.00)
2700	STUD TRANS FIX ASSET ONLY	06/23/2021	BUS GARAGE	REALLOCATE FUNDS AS NEEDED	(83,983.32)
Journal total					0.00
<b>Journal 1723</b>					
VARIOUS	VARIOUS	06/23/2021	VARIOUS	WORKING BUDGET SAL TRUE UP	186,651.64
VARIOUS	VARIOUS	06/23/2021	VARIOUS	WORKING BUDGET SAL TRUE UP	(186,651.64)
Journal total					0.00
<b>Journal 1946</b>					
VARIOUS	VARIOUS	06/30/2021	VARIOUS	WORKING BUDGET SALARY ADJ	6,927,959.66
VARIOUS	VARIOUS	06/30/2021	VARIOUS	WORKING BUDGET SALARY ADJ	(6,927,959.66)
Journal total					0.00

## Function Code Listing

### 1000 - INSTRUCTION

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

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

### 2200 - INSTRUCTIONAL STAFF SUPPORT SERVICES

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

### 2300 DISTRICT ADMINISTRATIVE SUPPORT SERVICES

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

### 2400 - SCHOOL ADMINISTRATIVE SUPPORT SERVICES

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

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

### 2600 - PLANT OPERATION & MAINTENANCE

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

### 2700 STUDENT TRANSPORTATION

Transportation Services

### 3300 - COMMUNITY SERVICE OPERATIONS

Family & Community Involvement

### 5200 - FUND TRANSFER



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FAYETTE COUNTY PUBLIC SCHOOLS

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

**MEETING: Regular**

**DATE: 7/26/2021**

**TOPIC: Interfund Transfer Report**

**PREPARED BY: Ann Sampson-Grimes**

**Recommended Action on: 7/26/2021**  
**Informational Item**

**Superintendent Prior Approval: No**

**Recommendation/Motion: No motion necessary**

**Background/Rationale: Interfund Transfer Report, provided for informational purposes**

**Policy: #04.1 Fiscal Management**

**Fiscal Impact: N/A**

**Attachments(s): Interfund Transfer Report**

Interfund Transfer Report  
June 2021

Page 1 of 1

Report ID: bu011\_InterfTransf  
Report run at: 7/2/2021 4:04:15 PM

Function	Function name	Effective date	Location	Comments	Amount
<b>Journal 202</b>					
2600	OPERATION OF BUILDINGS	06/03/2021	MAINTENANCE SHOP	PORTABLE CLASSROOM LEE	(539,385.30)
5200	FUND TRANSFERS OUT	06/03/2021	DISTRICT WIDE	PORTABLE CLASSROOM LEE	539,385.30
Journal total					0.00
<b>Journal 1586</b>					
2600	OPERATION OF BUILDINGS	06/22/2021	MAINTENANCE SHOP	ATHLETIC FACILITIES LAF BG2134	(536,700.00)
2600	OPERATION OF BUILDINGS	06/22/2021	MAINTENANCE SHOP	ATHLETIC FACILITIES LAF BG2134	(125,000.00)
5200	FUND TRANSFERS OUT	06/22/2021	DISTRICT WIDE	ATHLETIC FACILITIES LAF BG2134	661,700.00
Journal total					0.00
<b>Journal 1587</b>					
2600	OPERATION OF BUILDINGS	06/22/2021	MAINTENANCE SHOP	PORTABLE CLASSROOM LEE BG21268	(3,019.50)
5200	FUND TRANSFERS OUT	06/22/2021	DISTRICT WIDE	PORTABLE CLASSROOM LEE BG21268	3,019.50
Journal total					0.00

## Function Code Listing

### 1000 - INSTRUCTION

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

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

### 2200 - INSTRUCTIONAL STAFF SUPPORT SERVICES

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

### 2300 DISTRICT ADMINISTRATIVE SUPPORT SERVICES

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

### 2400 - SCHOOL ADMINISTRATIVE SUPPORT SERVICES

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

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

### 2600 - PLANT OPERATION & MAINTENANCE

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

### 2700 STUDENT TRANSPORTATION

Transportation Services

### 3300 - COMMUNITY SERVICE OPERATIONS

Family & Community Involvement

### 5200 - FUND TRANSFER