



FAYETTE COUNTY PUBLIC SCHOOLS

Fayette County Board of Education Planning Meeting

Virtual/Hybrid John D. Price Administration Building RM #150
450 Park Place
Lexington, KY 40511
November 08, 2021
5:30 PM

A. CALL TO ORDER	Tyler Murphy
1. Roll Call	Tanya Dailey
B. EXTEND WELCOME TO GUESTS	
C. MOMENT OF SILENCE	Tom Jones
D. PLEDGE OF ALLEGIANCE	Tom Jones
E. READING OF MISSION STATEMENT	Tom Jones

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.

F. APPROVAL OF AGENDA	
Approve the agenda with any changes voiced including the lifting of items from the consent section for discussion.	

1. Addendum:	
a. _____	
b. _____	
2. Deletions:	
a. _____	
b. _____	

G. STUDENT PERFORMANCE:	
1. Student Performance	
a. Performance, Tates Creek Middle Orchestra	

H. REPORTS AND COMMUNICATIONS:	
1. Progress Reports	
a. Superintendent's Report	Demetrus Liggins
1. Academic Services	James McMillian
2. Operations & Support	Myron Thompson

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

Fayette County Board of Education Policy 01.45 states,

“...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 of the October 25, 2021 Regular Board Meeting

J. CONSENT ITEMS:

1. Award of Bids/Proposals	Myron Thompson/Kyna Koch
2. Post Approval Placeholder	Rodney Jackson
3. Special and Other Leave of Absence	Rodney Jackson
4. Request for Shortened School Day	Amanda Dennis
5. Approval of a Proposed Change Order (No. Twenty-two) to the Contract for the Construction of the New Tates Creek High School BG# 20-082	Myron Thompson
6. Approval of Construction Documents and Approval to Advertise for the Construction of Softball Field House and Softball Dugouts (Phase 2) at Lafayette High School BG #21-342	Myron Thompson

K. ACTION ITEMS:

1. FourPoint Contract	Demetrus Liggins
2. Professional Leave by District Personnel	Jennifer Dyar
3. Request for Extended Field Trips	Chiefs of Schools
4. ACTION AT PLANNING MTG - Approval of Bid, Interim and Proposed Contracts, and a Revised BG-1 Project Application for the Construction of the New Middle School on Polo Club Boulevard BG# 21-176	Myron Thompson
5. ACTION AT PLANNING MTG -- Approval of Contract for HVAC Testing and Balancing Services for the Construction of New Middle School at Polo Club BG 21-276	Myron Thompson
6. ACTION AT PLANNING MTG -- Approval of Third-Party Special Inspection Agreement for the Construction of New Middle School at Polo Club BG 21-276	Myron Thompson
7. Resolution of Board of Education of Fayette County, Kentucky, Relating to the Issuance of Fayette County School District Finance Corporation School Building Revenue Bonds, Series 2021C	Kyna Koch/Myron Thompson
8. Resolution Relating to Financing the Construction of a new Middle School located at 2185 Polo Club Boulevard in Lexington, Kentucky	Kyna Koch/Myron Thompson

L. FINANCE CORPORATION - 6:30 PM

1. Finance Corporation Meeting	Kyna Koch/Myron Thompson
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M. PLANNING DISCUSSION:

1. 2021 Financial Records Audit Placeholder (Action for Regular Meeting)	Rodney Jackson
2. FCPS Governance Manual - DRAFT (1st Read)	Demetrus Liggins
3. Hiring of a Lobbyist for the School District	Kyna Koch
4. Nutrition and Wellness Report 2021-22	Debbie Boian and Michelle Coker
5. Edgenuity/Odysseyware (Action for Regular Meeting)	Sherri Heise
6. Incentive Pay Classified Hourly Staff	Myron Thompson
7. New Job Description Deputy Superintendent (Action for Regular Meeting)	Jennifer Dyar
8. New Job Description - Chief of School Improvement Officer (Action for Regular Meeting)	Jennifer Dyar

9. New Job Description - Chief of Public Engagement Officer (Action for Regular Meeting)	Jennifer Dyar
10. New Job Description Executive Communications Officer (Action for Regular Meeting)	Jennifer Dyar
11. New Job Description Director of Professional Learning (Action for Regular Meeting)	Jennifer Dyar
12. New Job Description Internal Auditor (Action for Regular Meeting)	Jennifer Dyar
13. New Job Description Director of Fine Arts (Action for Regular Meeting)	Jennifer Dyar
14. New Job Description Information Security Manager (Action for Regular Meeting)	Jennifer Dyar
15. Revised Job description Director of Special Education(Action for Regular Meeting)	Jennifer Dyar
16. Revised Job Description Director of Innovation and Systems Solutions (Action for Regular Meeting)	Jennifer Dyar
17. Revised Job Description Director of Teacher and Leader Effectiveness (Action for Regular Meeting)	Jennifer Dyar
18. Revised Job Description Chief Diversity Equity & Inclusion Officer (Action for Regular Meeting)	Jennifer Dyar
19. Revised Job Description Executive Director of Financial Accounting & Benefits Services (Action for Regular Meeting)	Jennifer Dyar
20. Revised Job Description Senior Chief of School Leadership (Action for Regular Meeting)	Jennifer Dyar
21. Revised Job Description Chief of Human Resources (Action for Regular Meeting)	Jennifer Dyar
22. Revised Job Description Director of Family Community & Engagement (Action for Regular Meeting)	Jennifer Dyar
23. Revised Job Description Chief Student Support Services Officer (Actual for Regular Meeting)	Jennifer Dyar
24. Monthly Financial (Action at Regular Meeting)	Rodney Jackson

N. INFORMATIONAL ITEMS

1. School Activity Funds Placeholder	Rodney Jackson
2. Personnel Changes	Jennifer Dyar
3. Position Control Document	Ann Sampson-Grimes

O. 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	

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

A motion is in order to: "Make the agenda dated November 8, 2021 on which action has been taken at this meeting, a part of the minutes as if copied in the minutes verbatim."

Q. CLOSED SESSION:

There is a need to go into closed session pursuant to KRS 61.810(1)(f), discussions which might lead to the discipline of an individual student, and KRS 61.810 (1)(k), meetings which federal or state law specifically require to be conducted in privacy, with possible action based on closed session discussions.

1. Reconvene in Open Session

R. 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)**

Board of Education Regular Meeting
October 25, 2021

The Fayette County Board of Education met in a hybrid virtual meeting with an in-person location in Room 150 of the John D. Price Administration Building 450 Park Place Lexington, KY 40511 at 6 p.m. on October 25, 2021 with the following members present:

Attendance Taken at: 6:02 PM

Present Board Members:

Ms. Amy Green

Mr. Tom Jones

Ms. Christy Morris

Mr. Tyler Murphy

Ms. Stephanie Aschmann Spires

Administration Present

Demetrus Liggins, Superintendent

Shelley Chatfield, General Counsel

Schuronda Morton, Acting Senior Director of Leadership

Myron Thompson, Chief Operating Officer

Kyna Koch, Acting Chief Financial Officer

A. CALL TO ORDER

Mr. Tyler Murphy called the meeting to order at 6:02 p.m.

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

Mr. Tyler Murphy welcomed members of the public attending the meeting at the John D. Price Administration Building as well as those watching the board meeting online.

C. MOMENT OF SILENCE

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Mr. Tyler Murphy invited the audience to observe a moment of silence to acknowledge the tragic loss of two members of the Fayette County Public Schools family since the September action meeting, Southern Elementary School paraeducator Deborah Phelps and Martin Luther King Jr. Academy night school student Alexis Jenkins.

D. PLEDGE OF ALLEGIANCE

Ms. Amy Green led the Pledge of Allegiance.

E. READING OF MISSION STATEMENT

Ms. Amy Green read the Mission Statement.

F. APPROVAL OF AGENDA

Motion Passed: *A motion to approve the agenda with any changes voiced including the lifting of items from the consent section for discussion passed with a motion by Ms. Christy Morris 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

F.1. Addendum:

F.1.a. _____

F.1.b. _____

F.2. Deletions:

F.2. a. _____

F.2. b. _____

G. INTRODUCTIONS & STUDENT PERFORMANCE:

G.1. Introductions

G.1.a. Teacher Representative: Brian Reynolds, Booker T. Washington Elementary

Brian Reynolds is a special education teacher at Booker T. Washington Elementary School. This is his seventh year of teaching and his first year serving at Booker T. Washington Elementary. He received his bachelor's degree at Campbellsville University with a double major in political science and sociology, his master's degree at Morehead State University with a certificate in teaching Social Studies 5-12, and a certificate in Learning and Behavior Disabilities (P-12) from Eastern Kentucky University. Brian is originally from Mt. Vernon, KY, but is currently a resident of Lexington with his wife Meredith. Meredith is a reading interventionist at Cardinal Valley Elementary, where she has taught for 12 years.

G.1.b. Student Representative: Elodie Pittard, Henry Clay High School

Elodie Pittard is a senior at Henry Clay High School. She was the 2020-21 Kentucky Speech League Policy Debate winner, and 2021 First Place Speaker in Policy Debate. Elodie also participates in the History Club and Henry Clay's Kentucky Youth Assembly. Currently she is undecided on what college to attend and what she will major in.

G.1.c. Classified Staff Representative: Joe Gibson, Child Nutrition

Joe Gibson has been a supervisor in Child Nutrition since October of 2008. He previously held the position of Food Service Director at Lake Cumberland Regional Hospital in Somerset, Kentucky, for eight years. Joe graduated from Tates Creek High School and has been married to Natalie Wells Gibson for 33 years. Joe and Natalie have two children, Myles and Perrin, and became proud grandparents on August 30, 2021. In his spare time, Joe enjoys Golf and of course spending time with his granddaughter.

G.2. Student Performance**G.2.a. Paul Laurence Dunbar High School Orchestra**

Each regular meeting of the Fayette County Board of Education features a student performance in an effort to spotlight our talented students and high-quality arts instruction. The October performance was from the Advanced Orchestra from Paul Laurence Dunbar High School, which performs at a pre-collegiate level. Three dozen members are preparing to audition for the highly selective All-State Orchestra. Many of these students are mentor in tutoring programs at Winburn, Leestown and Bryan Station middle schools. The Dunbar group is under the direction of Ms. Rebecca Goff and performed "Halloween Spooktacular" arranged by Mr. Bob Phillips and "Styres Rally" arranged by Mr. Alexander Stafford.

H. REPORTS AND COMMUNICATIONS:**H.1. Progress Reports****H.1.a. Superintendent's Report****H.1.a.1. Academic Services**

Superintendent Demetrus Liggins introduced Elementary Schools Chief Lisa Smith to share an example of how schools are using data to drive improvement in student achievement. Brenda Cowan Elementary Principal Josh Williams and Brenda Cowan Elementary Fifth-Grade Teacher Alison Hawkins presented information about how professional learning communities at their school meet regularly to review student data and respond instructionally. Smith said professional learning communities are in place at all elementary schools in the district. Middle School Chief Tracy Bruno and High School Chief James McMillin stated that teachers and administrators at the secondary level also use the practice. Liggins said districtwide student achievement data will be available at the end of the first semester.

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H.1.a.2. Operations & Support

Chief Operating Officer Myron Thompson shared the October construction report, noting that the Tates Creek High School construction project is moving forward and 68% of the work is complete. The new school is slated to open in July of 2022.

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

H.2.a. There are two opportunities for the public to address the Board:

I. ROUTINE MATTERS:

I.1. Minutes from the October 11, 2021 Planning Work Session

Motion Passed: *A motion to approve the minutes of the October 11, 2021 planning work session 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

J. CONSENT ITEMS:

Motion Passed: *A motion to approve the items on the consent calendar including any items added by addendum 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

J.1. Award of Bids/Proposals

J.2. Post Approval Report

J.3. Special and Other Leave of Absence

J.4. Professional Leave by District Personnel

J.5. Request for Extended Field Trips

J.6. Request for Shortened School Day

J.7. Approval of Revised BG-1 Project Application (Close Out) for Modifications to the Front Entries and Secured Vestibules at Bryan Station High, Henry Clay High, Lafayette and Paul Laurence Dunbar High Schools; Beaumont, Morton, Southern and Winburn Middle Schools; and SCAPA (GROUP A) BG# 19-121

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

J.9. Approval of Revised BG-1 Application for Phased Athletic Facilities at Lafayette High School BG #21-342

J.10. Approval of Construction Documents and Approval to Advertise for the Replacement of the Athletic Field Artificial Turf and Running Track (Phase 1) at Lafayette High School BG #21-342

J.11. Approval of Design Consultant and Initial BG-1 Project Application for the Construction of the New Combined CTE School at Midland Avenue BG# 22-167

J.12. Approval of Amendment #1 to Revised Contract and Lease with Vanguard Modular Building Systems, LLC for the Installation and Lease of a Portable Classroom Multiplex Unit at Leestown Middle School BG# 21-268

K. ACTION ITEMS:

K.1. Job Description for Assistant Superintendent of Academic Services

Motion Passed: *A motion to approve the job description of Assistant Superintendent of Academic Services passed with a motion by Ms. Christy Morris 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

K.2. Resolution Extending Thanksgiving Break

Motion Passed: *A motion to accept the Resolution Extending Thanksgiving Break 2021 to one week and changing November 22-23, 2021 to paid holidays 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

K.3. Bus Purchase

Motion Passed: *A motion to authorize the Board Chairman and Secretary to execute the Kentucky Department of Education (KDE) School Bus Purchase Authorization (PA-1) and Participation Resolution with the Kentucky Interlocal School Transportation Association (KISTA) for 22 buses for approximately \$3,185,450 passed with a motion by Ms. Christy Morris and a second by Ms. Stephanie Aschmann Spires.*

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

K.4. Greene's Contract for Paul Laurence Dunbar High School

Motion Passed: *A motion to approve a contract with Greene's for security ambassadors for Paul Laurence Dunbar High School passed with a motion by Ms. Amy Green and a second by Ms. Stephanie Aschmann Spires.*

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

K.5. Greene's Contract for Frederick Douglass High School

Motion Passed: *A motion to approve a contract with Greene's for security ambassadors for Frederick Douglass High School 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

K.6. Greene's Contract for Henry Clay High School

Motion Passed: *A motion to approve a contract with Greene's for security ambassadors for Henry Clay High School passed with a motion by Ms. Amy Green and a second by Ms. Stephanie Aschmann Spires.*

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

K.7. Greene's Contract for Tates Creek High School

Motion Passed: *A motion to approve a contract with Greene's for security ambassadors for Tates Creek High School passed with a motion by Ms. Christy Morris and a second by Ms. Stephanie Aschmann Spires.*

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

K.8. SBSMC Contract for Bryan Station High School

Motion Passed: *A motion to approve a contract with SBSMC for security ambassadors for Bryan Station High School passed with a motion by Ms. Amy Green and a second by Ms. Stephanie Aschmann Spires.*

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

K.9. SBSMC Contract for Lafayette High School

Motion Passed: *A motion to approve a contract with SBSMC for security ambassadors for Lafayette High School passed with a motion by Ms. Christy Morris and a second by Ms. Stephanie Aschmann Spires.*

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

K.10. SBSMC Contract for STEAM

Motion Passed: *A motion to approve a contract with SBSMC for security ambassadors for STEAM 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

K.11. SBSMC Contract for Success Academy

Motion Passed: *A motion to approve a contract with SBSMC for security ambassadors for the Success Academy passed with a motion by Ms. Stephanie Aschmann Spires and a second by Ms. Christy Morris.*

80798

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

K.12. SBSMC Contract for the Learning Center

Motion Passed: *A motion to approve a contract with SBSMC for security ambassadors for the Learning Center passed with a motion by Ms. Christy Morris and a second by Ms. Stephanie Aschmann Spires.*

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

K.13. School-wide Fundraising Projects

Motion Passed: *A motion to approve the request from the above schools for the school-wide fundraising projects on the date listed. 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

K.14. 2021-2022 Revised Salary Schedule

Motion Passed: *A motion to approve the Revised 2021-2022 Salary Schedule as outlined 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

K.15. Monthly Financial Reports

Discussion: Financial Accounting & Business Services Director Rodney Jackson provided the September monthly report. The total revenue was \$111 million and expenditures totaled \$4 million including encumbrances. The balance sheet reflects total assets of \$56 million and total liabilities of \$9 million

Motion Passed: *A motion to accept the Monthly Treasurer's Report of Revenue/Expense reports as presented to the Board 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

L. INFORMATIONAL ITEMS

L.1. School Activity Funds Report

L.2. Personnel Changes

M. ORAL COMMUNICATIONS:

M.1. Public

The following individuals shared comments with the Board related to COVID-19 health guidelines and open records: Chris Gancio and Alycia Dahmer.

M.2. Board Request Summary

M.2. a. _____

M.2. b. _____

M.2. c. _____

M.3. Other Business

M.3. a. Board Discussion of Board Work

M.3. b. Staff

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

Motion Passed: *A motion to make the agenda dated October 25, 2021 on which action has been taken at this meeting is part of the minutes as if copied in the minutes verbatim passed with a motion by Ms. Christy Morris 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

O. CLOSED SESSION:

80780

Motion Passed: *A motion to go into closed session in accordance with KRS 61.810 (1)(b) to discuss acquisition or sale of real property, approval for closed session at 7:34 pm, passed with a motion by Ms. Christy Morris 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

O.1. Reconvene in Open Session

Motion Passed: *A motion to reconvene in open session at 8:02 p.m. passed with a motion by Ms. Christy Morris 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

P. ADJOURNMENT:

Motion Passed: *A motion to adjourn the meeting at 8:03 p.m. passed with a motion by Ms. Christy Morris 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

Tyler Murphy, Board Chair

Demetrus Liggins, Superintendent and
Secretary to the Board



FAYETTE COUNTY PUBLIC SCHOOLS

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

MEETING: Regular

DATE: 11/29/2021

TOPIC: Award of Bids/Proposals

PREPARED BY: Matt Moore, Logistical Services & Purchasing

Recommended Action on: 11/29/2021

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

BID	MAILING ROSTER	DEPARTMENT	RESPONSE – NUMBER RECEIVED
1. RFP 28-21 Science Equipment – Materials - Supplies Catalog Contract	1. TMSMDC 2. Commerce Lexington 3. SBA 4. NAVOBA 5. KYPTAC 6. ORVWBC 7. Vendor Registry	Logistical Services/ Purchasing	5

CONTRACT EXTENSIONS	VENDOR	DEPARTMENT	YEAR OF CONTRACT RENEWAL
1. RFP 68-19 – Student Pictures	Holifield Photography Lifetouch National School Studios Strawbridge Studio Triple Play Production	Logistical Services/ Purchasing	2

AWARD OF BIDS/PROPOSALS

1. RFP 28-21 Science Equipment – Materials - Supplies Catalog Contract

BACKGROUND AND RATIONALE:

This RFP provides a multiple award catalog contract used to purchase science equipment, materials and supplies for FCPS. The RFP included a sample price list of some of the most popular items ordered for science and was evaluated on the pricing for these items along with the general discount offered, experience, shipping time and the number of items available from the vendors. It is recommended to award the RFP to the top four scores. The contract gives the option to renew for an additional year for up to 5 years upon Board approval.

	Cost Score	Technical Score	Overall Total	
Fisher Scientific Company	314	500	814	###
School Specialty	260	500	760	###
VWR International (Wards, Sargent Welch)	240	500	740	###
Carolina Biological	184	500	684	###
Lakeshore Learning Materials	25	500	525	

Contract Period: Beginning January 1, 2022 and ending December 31, 2022

PROPOSAL:

Item	Amount	Funding Source	Recurring/ Nonrecurring	Measurable Expected Impact and Timeline
Science Equipment/ Materials/ Supplies	Last year's expenditure was approximately \$75,000.00	Schools and departments	Recurring	Immediate contract to provide Science equipment/ materials/supplies for all schools K-12.

Funding key: Schools and Departments

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

POLICY REFERENCE: KRS 45A.365

RECOMMENDATION: A motion is in order to:
"Award contracts to Fisher Scientific Company, School Specialty, VWR International and Carolina Biological Supply Co."

APPROVAL FOR CONTRACT EXTENSIONS

1. RFP 68-19 – Student Pictures

BACKGROUND AND RATIONALE:

This is a school picture bid that affords annual quality photos for students and parents to purchase and serves as a fundraising project for individual schools. The established contracts provide for furnishing individual pictures at the most favorable prices and terms possible with schools receiving the “school markup”. The contract gives the option to renew for an additional year for up to 5 years upon Board approval. This would be the second renewal.

Vendor:

Holifield Photography
Lifetouch National School Studios
Strawbridge Studio
Triple Play Productions

Contract Period: January 1, 2022 and ending December 31, 2022

PROPOSAL:

Item	Amount	Funding Source	Recurring/ Nonrecurring	Measurable Expected Impact and Timeline
Student Pictures	Not Applicable	Not Applicable	Recurring	Will allow students and parents to receive quality photography services annually and provide a fundraiser project for schools

STAFF CONTACT:

Dan Sawyers, Director of Logistical Services/Purchasing

POLICY REFERENCE:

KRS 45A.365

RECOMMENDATION:

A motion is in order to:
“Extend the contract for one year to Triple Play Productions, Holifield Photography, Lifetouch National School Studios and Strawbridge Studios.”



FAYETTE COUNTY PUBLIC SCHOOLS

Executive Summary
Fayette County Public Schools Board Meeting
Agenda Item

MEETING: Planning

DATE: 11/8/2021

TOPIC: Post Approval Agenda Placeholder

PREPARED BY: Rodney Jackson

Recommended Action on: 11/29/2021

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): Post Approval Report



FAYETTE COUNTY PUBLIC SCHOOLS

Executive Summary
Fayette County Public Schools Board Meeting
Agenda Item

MEETING: Regular

DATE: 11/29/2021

TOPIC: Special and Other Leaves of Absence

PREPARED BY: Rodney Jackson

Recommended Action on: 11/29/2021

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 November 29, 2021 Board Agenda

SPECIAL AND OTHER LEAVES OF ABSENCE

1. CERTIFIED/SALARIED CLASSIFIED PERSONNEL

- a. 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
ROLLE CARMEN	WINBURN MIDDLE	FOOD SERVICE ASST II	05/09/21 - 12/01/21

2. HOURLY CLASSIFIED 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
MORRIS ROBERT	STEAM ACADEMY	FOOD SERVICE ASST II	08/09/21 - 01/01/22
RIDDLE OLIVER	MAINTENANCE SHOP	MAINTENANCE TECH II	09/21/21 - 01/01/22

3. REQUEST FOR DAYS WITHOUT PAY

Name	Location	Effective Date
BELL PATRICK	LEESTOWN MIDDLE	12/03/21 - 12/17/21
RILEY THERESA	FOOD SERVICE	11/03/21 - 11/05/21



FAYETTE COUNTY PUBLIC SCHOOLS

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

MEETING: Regular

DATE: 11/29/2021

TOPIC: Request for Shortened School Day – Special Education

PREPARED BY: Amanda Dennis, Director of Special Education

Recommended Action on: 11/29/2021

Action Item for Vote (REGULAR MEETING)

Superintendent Prior Approval: Yes

Recommendation/Motion: “approve the request for a shortened school day for 13 students listed on records maintained by the Director of Special Education.”

Background/Rationale: A shortened school day and/or week is being requested for 13 students with disabilities. These requests represent the recommendation of an Admission and Release Committee (ARC) for the students based on data from the current Individual Education Program and a physician’s recommendation. A plan has been developed to address students’ return to a full school day. The ARC will continue to address this possibility with input from the physician.

Policy: Procedures for Exceptional Children, Chapter 8, Placement Decisions, Section 1; 707 KAR 1:350, KRS 158.060 (3)

Fiscal Impact: None

Attachments(s): N/A



FAYETTE COUNTY PUBLIC SCHOOLS

Executive Summary
Fayette County Public Schools Board Meeting
Agenda Item

MEETING: Regular

DATE: November 29, 2021

TOPIC: Approval of a Proposed Change Order (No. Twenty-two) 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: 11/29/2021
Consent Item

Superintendent Prior Approval: No

Recommendation/Motion: Approve the proposed additive Change Order No. Twenty-two to the contract with D.W. Wilburn, Inc. for the construction of the New Tates Creek High School, in the amount of \$10,168.00 (Ten Thousand, One Hundred Sixty-eight Dollars, with an equivalent transfer of funds from Object Code 0840 to 0450, subject to the approval of the Kentucky Department of Education, District Facilities Branch, per the provisions of 702 KAR 4:160.

Background/Rationale: 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
To correct deficient plans and specs:			
• Provide labor, materials and equipment to add stainless steel cane rail at Stair D, E and F1; add:		\$10,168.00	\$0
Total Change Order No. Twenty-two:		\$10,168.00	
Design consultant fees:			\$0
Total Cost:		\$10,168.00	

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 twenty-one previous change orders on this project. The cost of the current and all changes orders represents a 1.68% 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	\$2,257,161.88



FAYETTE COUNTY PUBLIC SCHOOLS

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

MEETING: Regular

DATE: November 29, 2021

TOPIC: Approval of Construction Documents and Approval to Advertise for the Construction of Softball Field House and Softball Dugouts (Phase 2) at Lafayette High School BG #21-342

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

Recommended Action on: 11/29/2021
Consent Item

Superintendent Prior Approval: No

Recommendation/Motion: Approve the Construction Documents and Advertisement for Bids for the construction of Softball Field House and Softball Dugouts (Phase 2) at Lafayette High School, subject to the approval of the Kentucky Department of Education, District Facilities Branch, per the provisions of 702 KAR 4:160.

Background/Rationale: The 2021 District Facility plan (DFP) includes resurfacing the turf field and track surface (Phase 1) and construction of a softball field house and dugouts (Phase 2) as item 5.3. Due to normal life-cycle and wear-and-tear, the artificial turf field and track at Lafayette High School are coming to the end of their expected life cycle and are ready for replacement. Phase 2 provides an opportunity to satisfy existing Title IX deficiencies as identified by KHSAA, with a new Softball Field House to include dressing area/lockers, showers/toilets, batting cage, coaches' office and equipment storage, along with the construction of new dugouts.

A revised BG-1 Project Application for the construction, identifying the extent and cost of the work, was approved by the Board at its October 25, 2021 meeting. The athletic directors and coaches have been consulted, and it has been determined that the project should move forward as quickly as possible so as to produce the least disturbance with sports activities at the school and to be complete at the earliest possible date. The Phase 2 project design work is complete. With an immediate advertisement and bid receipt, the work on Phase 2 would begin in June 2022 and would complete no later than December 2022. This is acceptable with LHS and alternate arrangements have been made to produce the least conflict for athletic practice and events.

At this time, the Board is required by 702 KAR 4:160 to indicate acceptance of the Construction Documents prepared by the design consultants, Pearson & Peters Architects. **The Board's approval of the Construction Documents and advertisement is requested at this time in order to obtain KDE approval and to maintain this schedule.**

Policy: 702 KAR 4:160

Fiscal Impact: N/A

Attachment(s): Construction Documents

SOFTBALL FIELD HOUSE
LAFAYETTE HIGH SCHOOL
401 REED LANE, LEXINGTON, KY 40503

KDE PROJECT # BG 21-342 (BID PACKAGE 2)
FCPS BID #

FAYETTE COUNTY BOARD OF EDUCATION
450 PARK PLACE, LEXINGTON, KY 40511

BOARD MEMBERS:
TYLER MURPHY, CHAIR
AMY GREEN, VICE CHAIR
CHRISTY MORRIS
TOM JONES
STEPHANIE ASCHMANN SPIRES
DEMETRUS LIGGINS, SUPERINTENDENT

ARCHITECT:
PEARSON & PETERS ARCHITECTS, PLC
201 KENTUCKY AVE, LEXINGTON, KY 40502
P. 859.233.1213

STRUCTURAL ENGINEER:
POAGE ENGINEERS & ASSOCIATES, INC.
880 SPARTA CT, SUITE 200, LEXINGTON, KY 40504
P. 859.255.9034

MECHANICAL, PLUMBING, ELECTRICAL:
SHROUT, TATE, WILSON, PLLC
628 WINCHESTER RD, LEXINGTON, KY 40505
P. 859.277.8177

SCHEDULE OF DRAWINGS	
	COVER SHEET
	SITE SURVEY
1.0	SITE NOTES & DETAILS
1.1	EXISTING SITE PLAN - DEMOLITION
1.2	SITE IMPROVEMENTS PLAN
1.3	SITE PLAN GRADING & DRAINAGE
2.1	FOUNDATION PLAN
2.2	ROOF FRAMING PLAN
3.1	FLOOR PLAN
3.2	REFLECTED CEILING PLAN
3.3	ROOF PLAN
3.4	DOOR SCHEDULE, ROOM FINISH SCHEDULE, & DETAILS
4.1	BUILDING ELEVATIONS
4.2	BUILDING ELEVATIONS
4.3	BUILDING SECTIONS
5.1	INTERIOR ELEVATIONS

CODE INFORMATION	
BASED ON 2015 IBC WITH 2016 KENTUCKY BUILDING CODE AMENDMENTS	
USER GROUP / OCCUPANCY	A-3 ASSEMBLY
CONSTRUCTION TYPE / NEW BUILDING	III-B CONSTRUCTION
FRAMEWORK / FOUNDATION SYSTEM	
WIND LOAD / ELEVATION SYSTEM	
- LIMITED SMOKE DETECTION AS NOTED	
GROSS BUILDING AREA = 2,826 SF GROSS	
OCCUPANCY	
STORAGE/OFFICE	308 SF / 100 GROSS = 3
LOCKER ROOM	532 SF (40 LOCKERS) = 40
BATTILING CAGE	1,316 SF / 50 GROSS = 26
TOTAL OCCUPANCY	= 70 PERSONS

NOTES & DIMENSIONS:

RV = FIELD VERIFY
 EXTERIOR DIMENSIONS, FIELD ADJUST, VERIFY
 DO NOT SCALE DRAWINGS

EXTERIOR DIMENSIONS ARE TO FACE OF WALL, MASONRY, STUD OR CENTERLINE OF OPENING, UNLESS OTHERWISE NOTED.

INTERIOR DIMENSIONS ARE TO FACE OF STUD, MASONRY, OR CENTERLINE OF STRUCTURE, OPENING, UNLESS OTHERWISE NOTED.

[illegible]

VICINITY MAP:

The vicinity map shows the location of Lafayette High School in Louisville, KY. The school is situated at the intersection of Louisville Avenue and Lexington Avenue. The map includes surrounding streets such as Pine Meadow, Mason Field, Healey Green, Snodgrass, Harkness Park, and various residential streets. A north arrow is located in the top right corner of the map.

COVER SHEET

SOFTBALL FIELD HOUSE

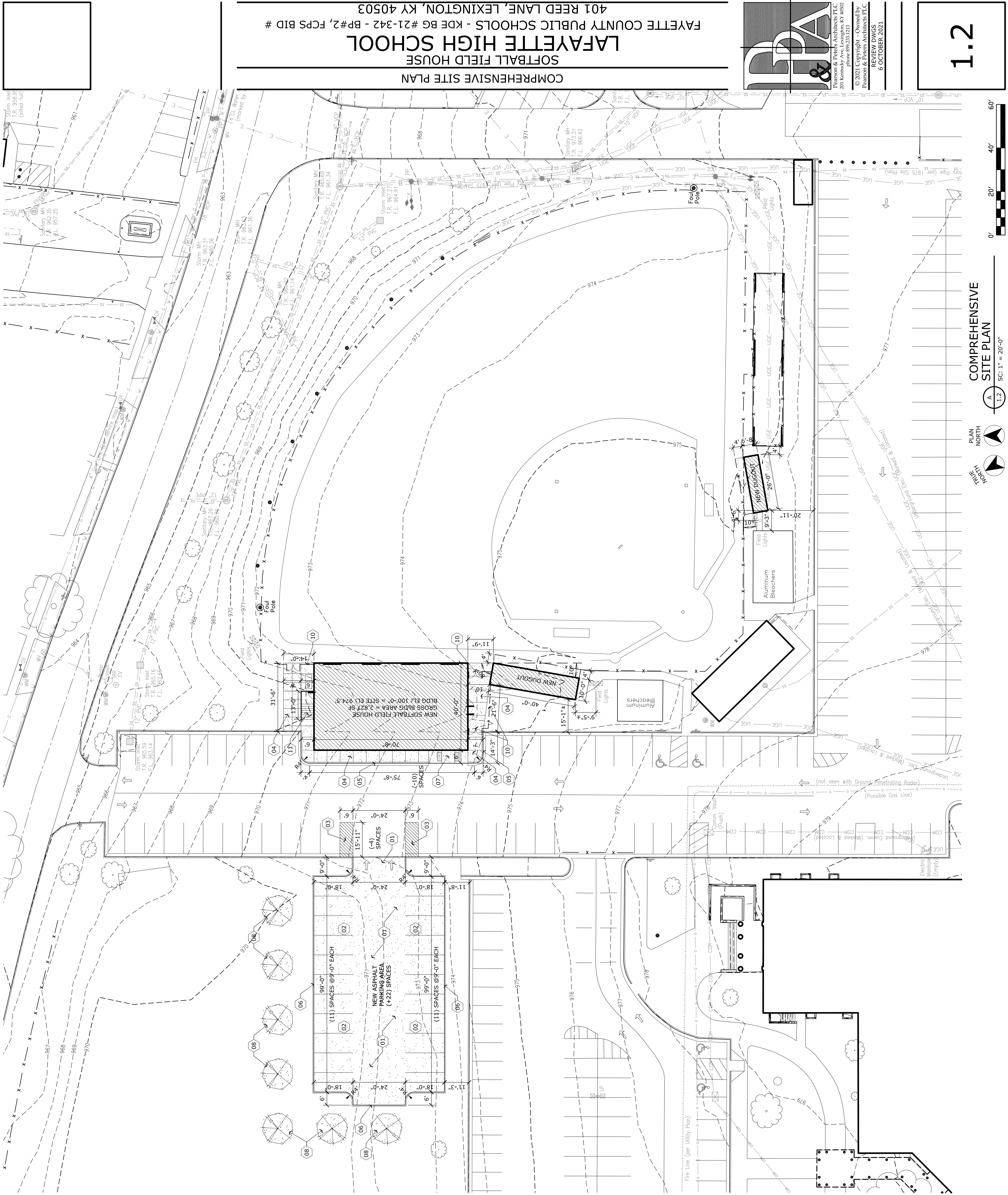
LAFAYETTE HIGH SCHOOL

FAYETTE COUNTY PUBLIC SCHOOLS - KDE BG # 21-342 - BP #2, FCPs BID #

401 REED LANE, LEXINGTON, KY 40503

TP&A
 Pearson & Peters Architects PLLC
 201 Kennedy Avenue, Suite 100
 Philadelphia, PA 19103
 phone 800.233.1213
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 Pearson & Peters Architects PLLC
 REVIEW DWGS
 6 OCTOBER 2011

GENERAL SITE NOTES	CONTRACTOR SHALL VERIFY ALL CONDITIONS IN FIELD & REPORT ANY DISCREPANCIES TO OWNER.
	CONTRACTOR SHALL VERIFY ALL UNDERGROUND UTILITY LOCATIONS PRIOR TO ANY EXCAVATION. CONTRACTOR TAKE CARE TO PREVENT ANY DAMAGE TO EXISTING UTILITIES WITHIN CONSTRUCTION AREA. CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING ANY DAMAGED UTILITIES.
	ALL TRAFFIC MARKINGS, SPACE LAYOUT, SIGNAGE DESIGNATIONS, ETC. SHALL MEET LFUGG DIVISION OF TRAFFIC ENGINEERING STANDARDS & GUIDELINES.
	REGULAR PARKING SPACE STRIPING TO BE WHITE 4" WIDE LINES. ACCESSIBLE SPACE STRIPING TO BE BLUE 4" WIDE LINES.
	ALL ARROWS, DIRECTIONS, & CROSSWALKS SHALL BE THERMOPLASTIC WHITE 4" WIDE.
	MARKINGS FOR SPEED HUMPS SHALL BE THERMOPLASTIC 4" YELLOW STRIPE AT BASE & 12" WIDE STRIPE AT FLAT TOP.
GENERAL LANDSCAPE NOTES	CONTRACTOR SHALL REPAIR, RE-GRADE, & SOD ANY DAMAGED AREAS OF EXISTING SITE ADJACENT TO THE CONSTRUCTION AREAS.
	PROVIDE SOD TURF AT NOTED AREAS, INCLUDING MINIMUM 8" WIDE AROUND BUILDINGS.
	PROVIDE GRASS SEED & STRAW AT ALL REMAINING DISTURBED AREAS.
SITE IMPROVEMENTS PLAN NOTES	ASPHALT PAVEMENT, SEE DTL F/1.0, & TIE INTO EXISTING PAVEMENT W/SMOOTH TRANSITION, GRIND EDGE OF EXISTING AS NECESSARY
	STRIPE ALL PARKING SPACES & SPECIFIC AREAS AS SHOWN. STANDARD WHITE COLOR, TYP SPACE IS 9'-0"W X 18'-0"U AS INDICATED
	STRIPE ACCESS ISLES AT EACH SIDE OF NEW WALK AS SHOWN, STANDARD BLUE COLOR
	4" THICK REINF CONC SIDEWALK, PROVIDE E1 & C1 AS SHOWN, SEE DETAILS C, D, & E/1.0
	6" REINF CURB & GUTTER, SEE DTL H/1.0
	6" REINF CURB, SEE DTL G/1.0
	ACCESSIBLE CURB CUT W/ (3) 2'-4" REMOVABLE TACTILE WARNING PANELS (YELLOW COLOR) SEE DTL K/1.0 & SPEC
	NEW TREE W/MIN 6"Ø MULCH RING. SEE DTL J/1.0
	NOT USED
	8" TALL COATED CHAIN LINK FENCE W/SUPPORT POSTS @6' O.C. MAX & SWING GATES AS SHOWN. SEE SPEC. SET EACH POST IN CONC FND
	REINF CONC STAIR, SEE DTL L/1.0. W/GALV STL HANDRAIL, SEE DTL M/1.0



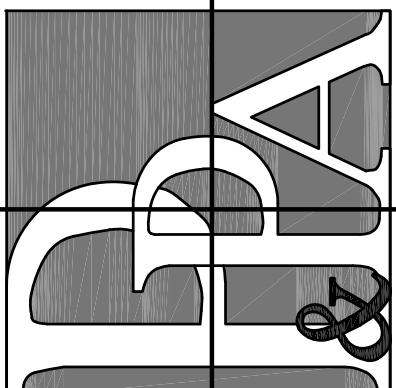
COMPREHENSIVE SITE PLAN

SOFTBALL FIELD HOUSE

LAFAYETTE HIGH SCHOOL

FAYETTE COUNTY PUBLIC SCHOOLS - KDE BG #21-342 - BP#2, FCPs BID #

401 REED LANE, LEXINGTON, KY 40503



Pearson & Peers Architects PLC
201 Kentucky Ave. Lexington, KY 40502
phone 859.253.1213

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6 OCTOBER 2021

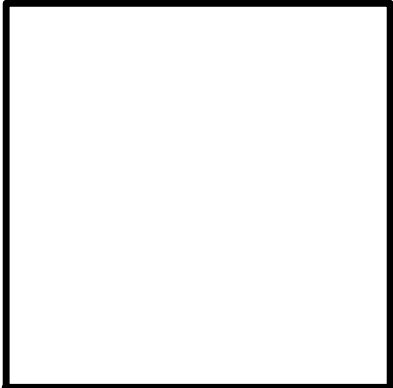
1.2

COMPREHENSIVE
SITE PLAN

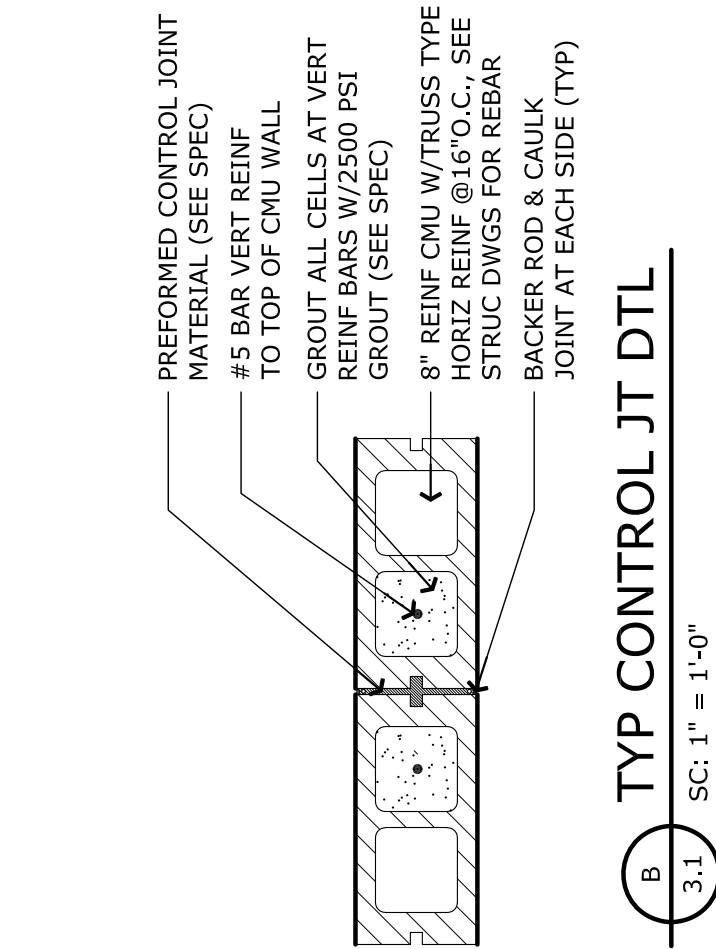
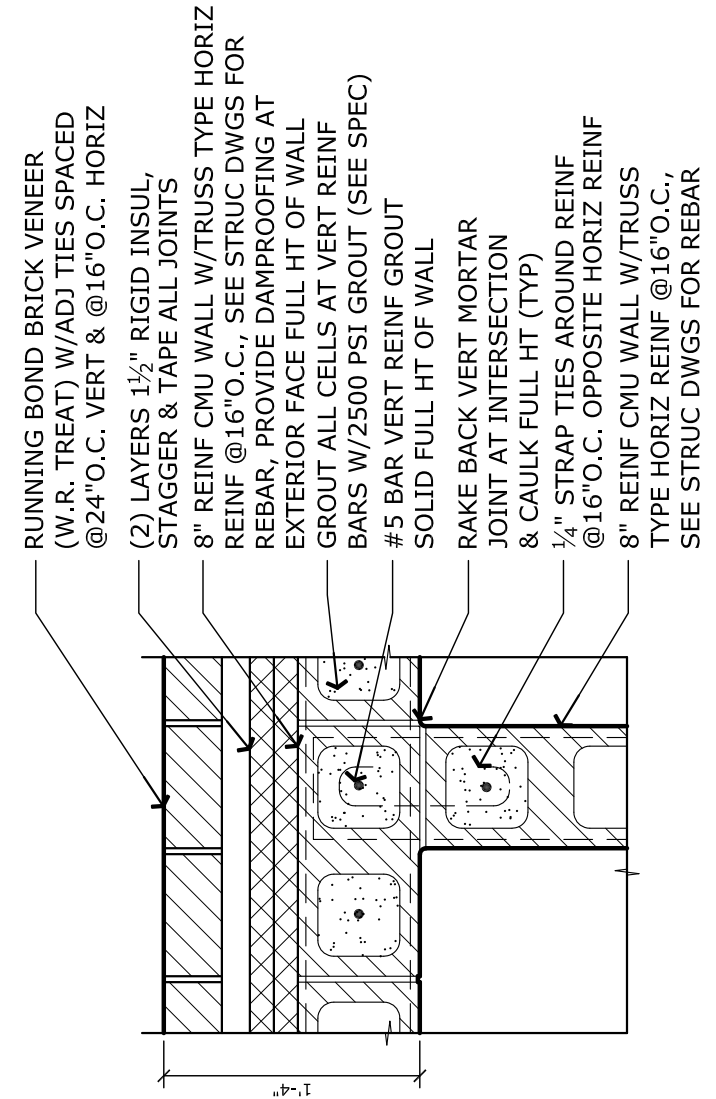
SCALE: 1" = 20'-0"

PLAN NORTH

NORTH

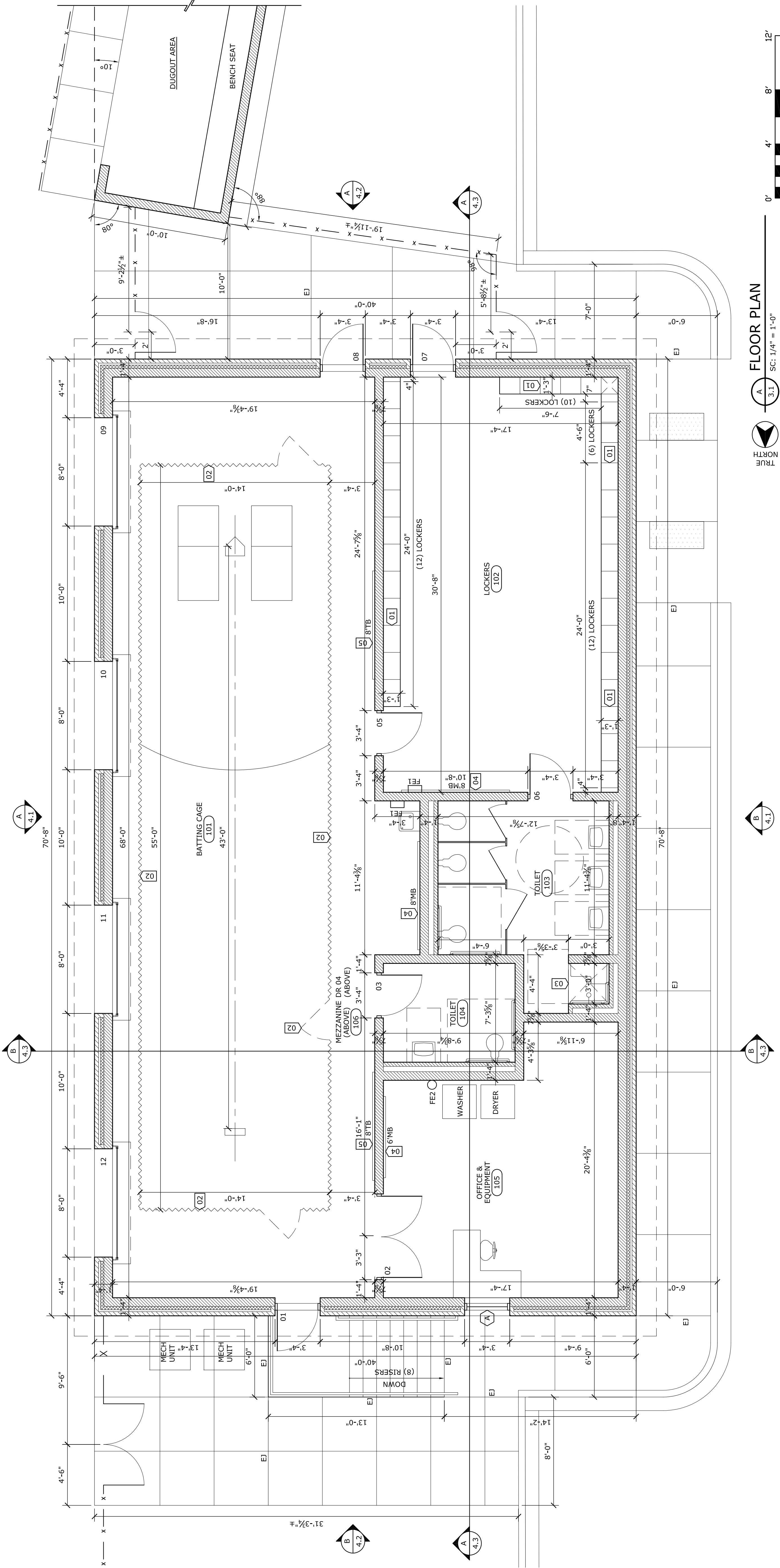


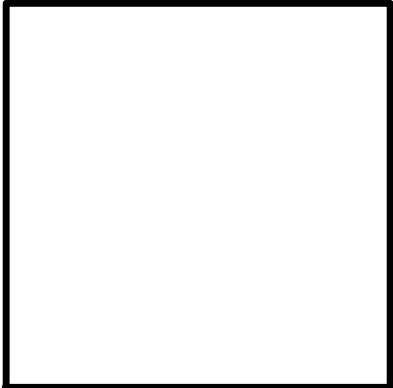
FIRE EXTINGUISHER LEGEND		GENERAL FLOOR PLAN NOTES	FLOOR PLAN NOTES
<div><div></div></div>	FE1 NEW SEMI-RECESSED CABINET WITH (10# ABC) FIRE EXTINGUISHER (SEE SPEC)	<div>UNTELS: CMU BOND BEAM UNTELS ARE REQUIRED FOR ALL DOORS & WINDOW OPENINGS. GALVANIZED STEEL ANGLE UNTELS ARE REQUIRED FOR ALL BRICK OPENINGS, W/MINIMUM ANGLE SIZE 3"x3"x½", PAINT EXPOSED EDGE.</div> <div>WALL PARTITIONS: ALL INTERIOR PARTITIONS SHALL BE CONCRETE OR CMU. ALL PARTITIONS SHALL BE FINISHED WITH GYP BD ABOVE FINISHED CEILINGS. REFER TO PLAN NOTES FOR WALLS THAT RECEIVE OTHER SPECIFIC INSTRUCTIONS.</div>	<div>01 (24) LOCKERS 24"Wx15"Dx96"H & (16) LOCKERS 18"Wx15"Dx48"H, SEE INT ELVs FOR LAYOUT W/ENTRY DOORS AS SHOWN</div>
<div><div></div></div>	FE2 NEW WALL BRACKET MTD FIRE EXTINGUISHER (10# ABC) W/WALL MTD LABEL (SEE SPEC)		<div>02 BALL STOP NETTING SYSTEM (SEE SPEC)</div>
<div><div></div></div>	FE3 NEW WALL BRACKET MTD FIRE EXTINGUISHER (CO2) W/WALL MTD LABEL (SEE SPEC)		<div>03 6" HIGH CONC CURB AT SHOWER</div> <div>04 8" MARKER BD WALL MTD @2'-8" AFF TO BOTTOM</div> <div>05 8" TACK BD WALL MTD @2'-8" AFF TO BOTTOM</div>
FLOOR PLAN LEGEND			
<div>△ WALL PARTITION TYPE</div> <div>◻ FLOOR & CEILING PLAN NOTES</div> <div>◡ WINDOW TYPE</div> <div># DOOR NUMBER</div> <div>EJ EXPANSION JOINT</div> <div>CJ CONTROL JOINT (CONCRETE FLOOR AND/OR GYP BD CEILING)</div>			
PARTITION LEGEND			
<div>△ 8" REINF CMU WALL, HORIZ TRUSS TYPE REINF @16" O.C. VERT, PNT/SEAL WHERE EXPOSED, SEE STRUC DWGS FOR MORE INFO ON REINF & GROUT, SEE SPEC.</div> <div>△ 4" REINF CMU WALL, HORIZ TRUSS TYPE REINF @16" O.C. VERT, PNT/SEAL WHERE EXPOSED, SEE STRUC DWGS FOR MORE INFO ON REINF & GROUT, SEE SPEC.</div>			



C TYP CMU WALL JT
3.1 SC: 1" = 1'-0"

B TYP CONTROL JT DTL
3.1 SC: 1" = 1'-0"

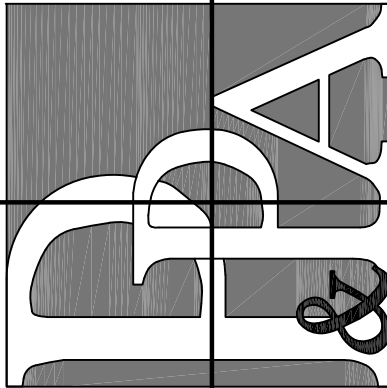




BUILDING ELEVATIONS

LAFAYETTE HIGH SCHOOL

FAYETTE COUNTY PUBLIC SCHOOLS - KDE BG #21-342 - BP#2, FCPS BID #401 REED LANE, LEXINGTON, KY 40503

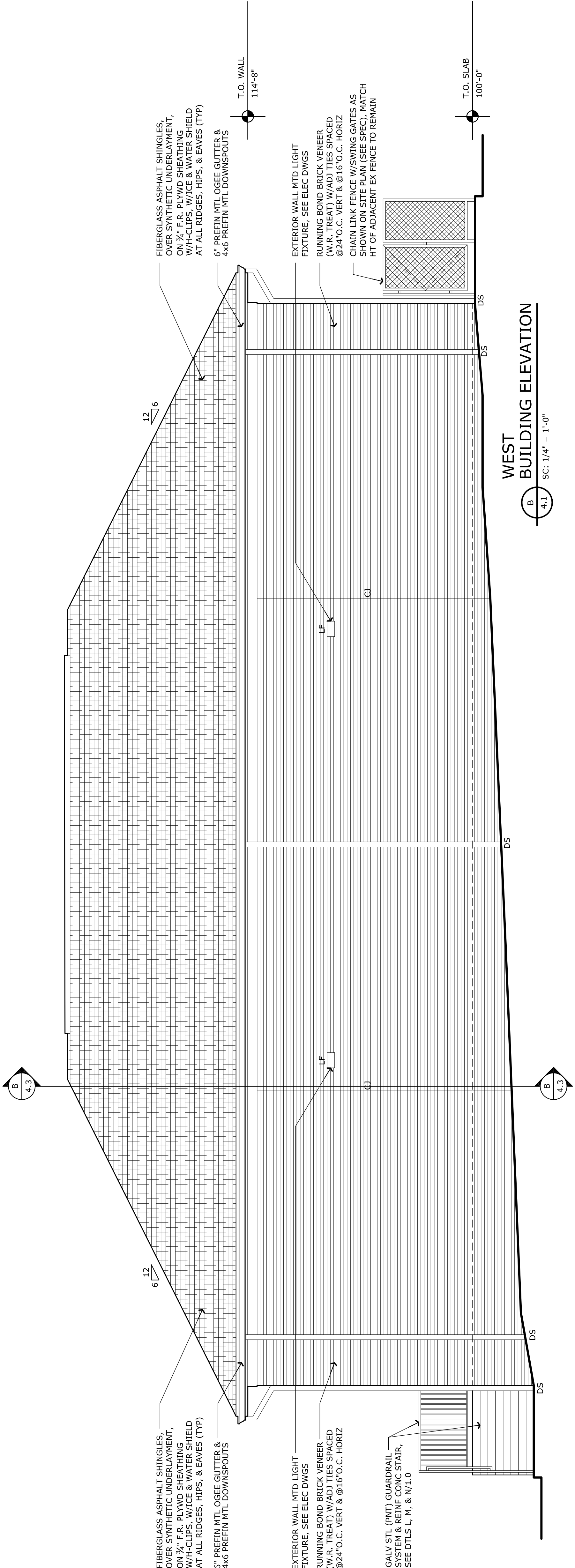


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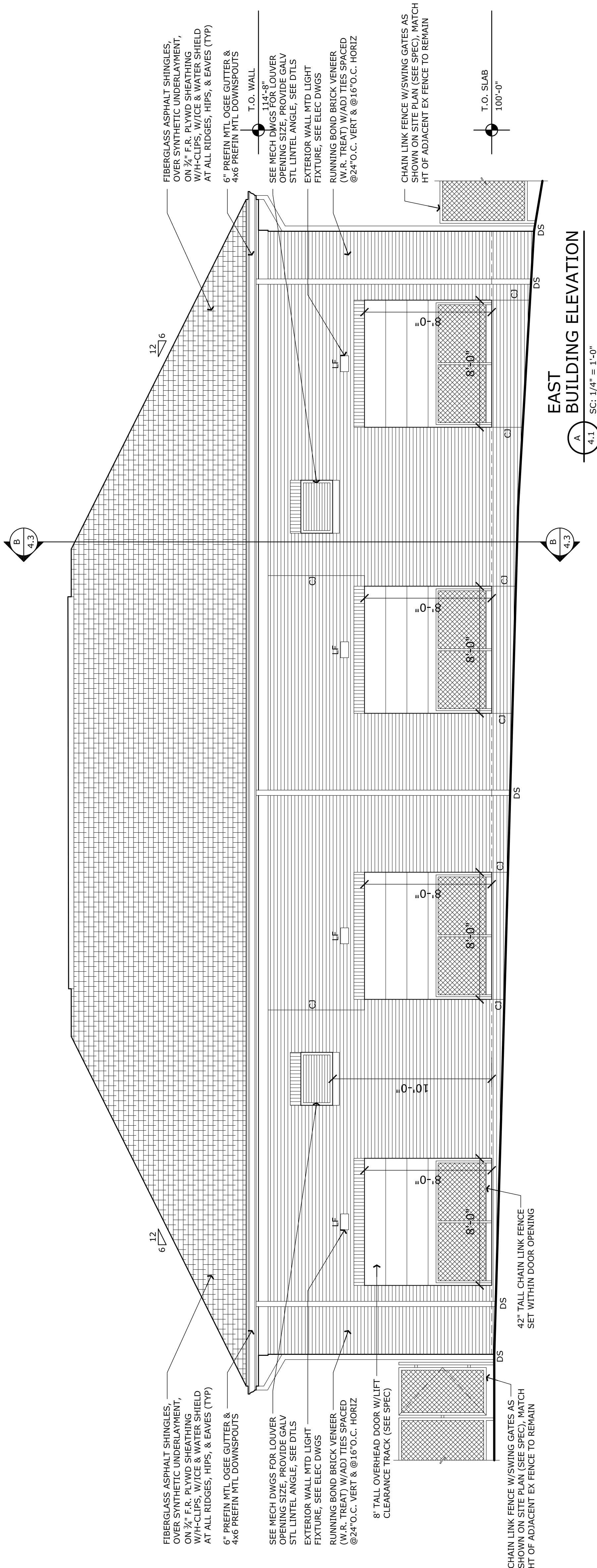
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6 OCTOBER 2021

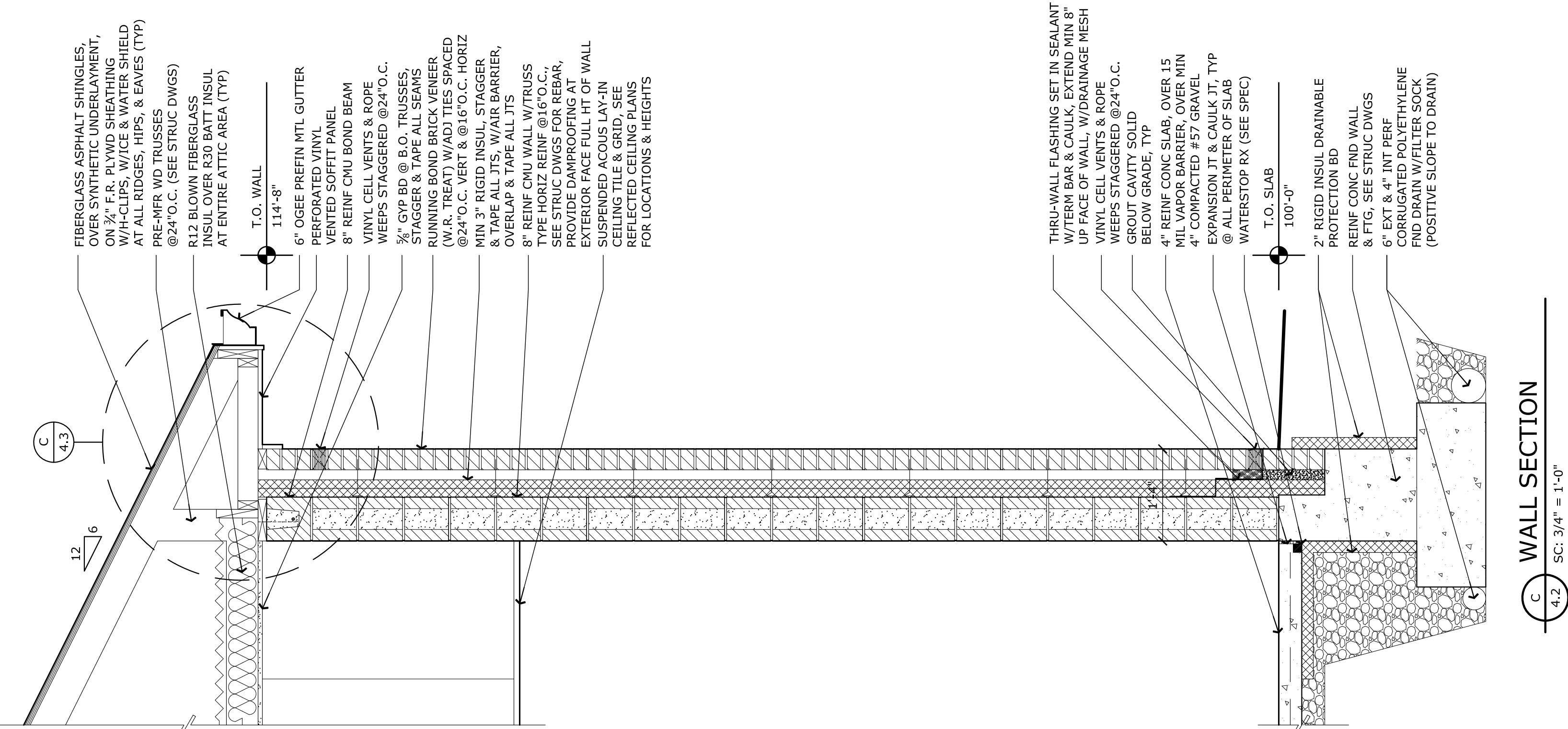
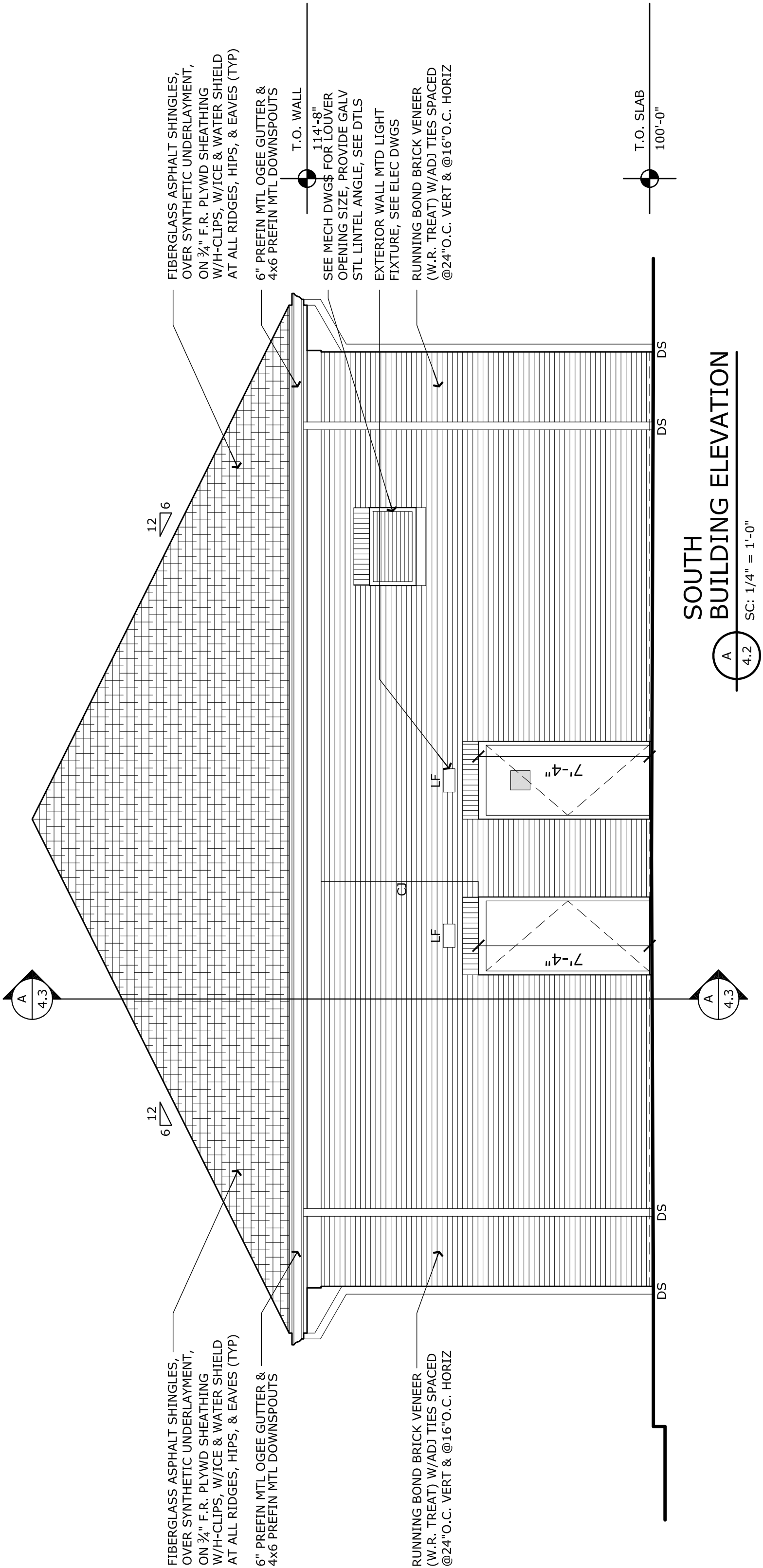
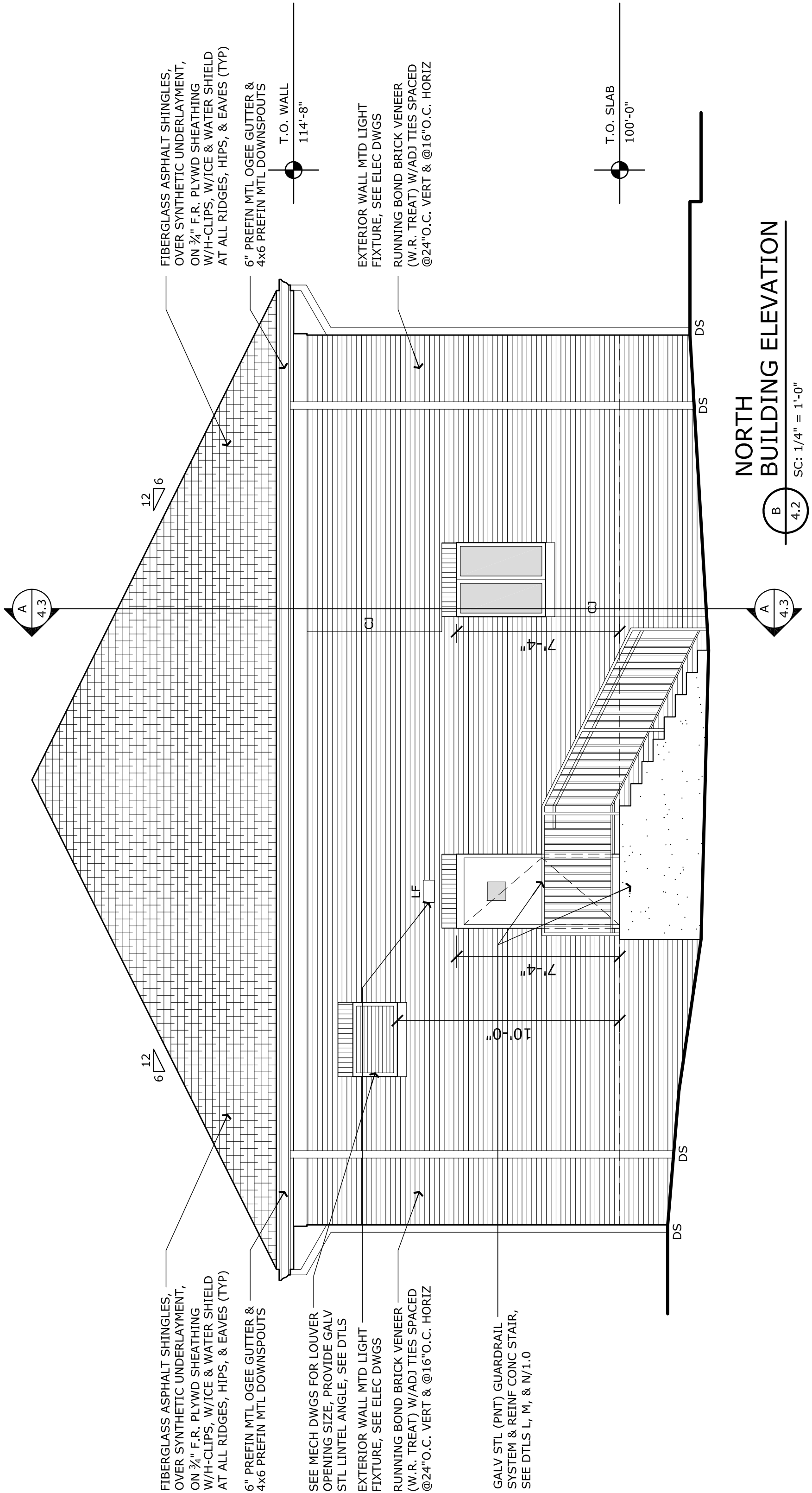
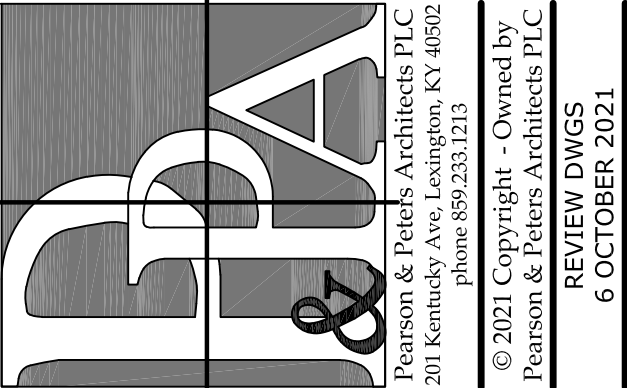
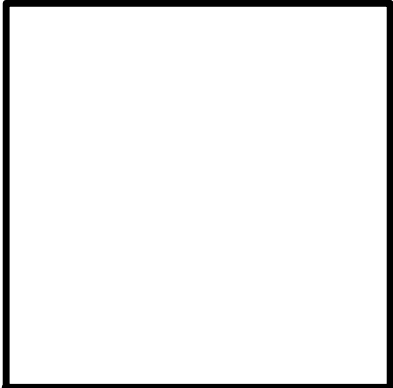
4.1



WEST
BUILDING ELEVATION



EAST
BUILDING ELEVATION





FAYETTE COUNTY PUBLIC SCHOOLS

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

MEETING: Regular

DATE: 11/29/2021

TOPIC: FourPoint Contract

PREPARED BY: Dr. Demetrus Liggins

Recommended Action on: 11/29/2021

Action Item for Vote (REGULAR MEETING)

Superintendent Prior Approval: No

Recommendation/Motion: A motion is in order to approve a contract with FourPoint to provide support in the creation of an updated strategic plan. This strategic plan project will include creating tools and guidance documents for non-negotiables, facilitating a draft of a strategic plan, and supporting an implementation of Data Consults.

Background/Rationale: Board Policy 01.11 requires Board approval on all District contracts which exceed an expenditure amount of \$30,000.

Policy: 01.11

Fiscal Impact: \$98,000.00

Attachments(s): Contract

CONSULTING AGREEMENT

This agreement is made this October 22, 2021 by and between Fayette County Public Schools (450 Park Place, Lexington, KY 40511) (district) and FourPoint Education Partners (8610 Ridge Road, Bethesda, MD 20817) (FourPoint). District and FourPoint agree to the following:

Term. The term of this Agreement shall begin November 1, 2021 and end April 30, 2022.

Extent of Services. FourPoint will conduct support strategic planning as outlined in the Appendix.

Billings. Payment to FourPoint will be \$98,000, invoiced as follows:

- December 1, 2021: \$35,000
- February 1, 2022: \$30,000
- March 1, 2022: \$20,000
- May 1, 2022: \$13,000

Liability for Taxes. FourPoint is an independent contractor. FourPoint accepts full and exclusive responsibility for the payment of all state and federal taxes, contributions and similar payments attributable to its engagement hereunder, including without limitation all self-employment, payroll and federal and state income taxes, including declarations and payments of estimated taxes.


Indemnification. FourPoint shall indemnify and hold District harmless against all loss, expense, and liabilities resulting in any way from any intentional or negligent act or omission on the part of the FourPoint, from the FourPoint's negligent performance under this Agreement, or from a breach of any provision of this Agreement.

Confidential Material. In the performance of its services, FourPoint, its employees and agents, may have access to, receive and be entrusted with confidential information. All such material is considered secret and will be available to FourPoint in strict confidence. Except in the performance of its services, FourPoint, its employees or agents, shall not, directly or indirectly for any reason whatsoever, disclose or use any such confidential material until it ceases (through no fault whatsoever of FourPoint's) to be confidential because it has become public knowledge or part of the public domain. Upon termination of this Agreement by any means, or whenever requested by District, FourPoint shall promptly deliver to District any and all of the confidential material, not previously delivered, that may be or at any previous time has been in FourPoint's possession or under FourPoint's control. FourPoint agrees that this confidentiality provision shall survive and continue after the termination of this Agreement for any reason whatsoever.

Compliance with Policies, Laws. In the performance of services hereunder, FourPoint will comply with all federal, state, and local laws, policies, rules, and regulations.

Entire Agreement. This Agreement and any attachments are the entire exclusive agreement between District and FourPoint. Neither party shall assign it without written permission. It inures to the benefit of the successors and assign of the parties. The parties make no express or implied representations, warranties, promises or guarantees about this Agreement, except as it expressly provides.

READ AND APPROVED

District Responsible Party Name:	FourPoint Responsible Party and FEIN: Scott Joftus 65-1223386
Signature:	Signature: 
Date:	Date: 10/22/2021

Appendix: Scope of Work

- 1) Facilitate drafting of a strategic plan. The review being completed engaged the community and identified strengths on which to build and challenges to address. FourPoint frequently follows this work by facilitating the work of three groups—the school board (for vision, mission, core values and to approve the plan), advisory committee (comprising community leaders to help establish high-level goals and to serve as a “critical friend”), and a working group (mostly administrators and teachers to draft the content of the plan—to draft a strategic plan.
- 2) Create tools and guidance documents for the non-negotiables. Our review recommends that FCPS establish several non-negotiables to enhance coherence, establish a continuous improvement process, improve student outcomes, and foster equity across the system. To finalize the non-negotiables, FourPoint will meet with relevant central office administrators, principals, and teachers. Effective implementation then requires guidance and tools (such as implementation rubrics and protocols) that are specific, somewhat technical, and intended for administrators. FourPoint will work alongside the appropriate

district administrator to create one guidance document and one tool for each of the selected non-negotiables (not including school improvement planning) as well as a summary document that can be used for communication purposes.

Proposed budget for Task 2 is \$43,100.

- 3) Support implementation of the Data Consults. One of the recommended non-negotiables is that every principal will participate in regular meetings (about three times per year) led by a senior district administrator (TBD) to discuss implementation and impact of non-negotiables and other strategies in their SIPs and to request assistance from central office departments. Under Task 2, FourPoint will create the guidance document and protocol for the Data Consults. In Task 3, we will help plan and observe (through Zoom) a demonstration in which one principal participates in the Data Consult and the other principals watch. Afterwards, we will provide feedback (via Zoom, phone, or email) for improvement and—as necessary—revise the guidance document and the protocol. In addition, we will observe two additional schools participate in their Data Consults, and we will again provide feedback for improvement.

Timeline

Task and Activity	Date
Task 1: Facilitate drafting of a strategic plan.	
a. Meet with board (1), advisory group (1), and working group (1).	November 2021
b. Meet with working group (2 and 3).	December 2021
c. Meet with board (2), advisory group (2), and working group (4)	January 2022
d. Submit and present draft plan.	January 2022
e. Submit final plan (designed and laid out).	February 2022
Task 2: Create tools and guidance documents for non-negotiables.	
a. Identify non-negotiables (in addition to Data Consults).	December 2021
b. Discuss identified non-negotiables with leadership team.	December 2021
c. Submit draft summary of non-negotiables for review and feedback.	January 2022
d. Submit draft Q&A document for each non-negotiable.	January 2022
e. Submit draft tool (e.g., protocol or rubric) for each non-negotiable.	February 2022
f. Submit final deliverables.	February 2022

Task 3: Support implementation of Data Consults.

- | | |
|---|---------------|
| a. Meet with relevant administrator to plan Data Consults. | December 2021 |
| b. Submit draft guidance for principals and leadership teams. | January 2022 |
| c. Submit draft Data Consult protocol. | January 2022 |
| d. Submit final deliverables. | February 2022 |
| e. Observe one Data Consult and provide feedback. | March 2022 |



FAYETTE COUNTY PUBLIC SCHOOLS

Executive Summary
Fayette County Public Schools Board Meeting
Agenda Item

MEETING: Planning

DATE: 11/8/2021

TOPIC: Professional Leave District Personnel

PREPARED BY: Jennifer Dyar

Recommended Action on: 11/8/2021

Action Item for Vote (PLANNING 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: \$35,298.25

Attachments(s): N/A

reimbursement Funding Source	Current Agenda	Year-to-Date
Employee Self-Funded	\$0	\$0
General Fund	\$10,244.00	\$37,434.97
Outside Third-Party Source	\$1,400.00	\$1,786.68
School Funds	\$4,216.24	\$22,124.24
IDEA Grant	\$0.00	\$10,962.50
Perkins Grant	\$0	\$1,412.00
Title I Grant	\$0	\$0
Title II Grant	\$19,438.00	\$201,468.68
Title III Grant	\$0	\$4,722.00
Title IV Grant	\$0	\$0
Other Grants	\$0	\$39,376.00
TOTALS	\$35,298.25	\$319,287.07

PROFESSIONAL LEAVE BY DISTRICT PERSONNEL
PLANNING MEETING

1 Professional Leave Request Recommended:

<u>Professional Meeting</u>	<u>Staff Member</u>	<u>School</u>	<u>Substitute</u>	<u>Reimbursement</u>	<u>Total Cost</u>
<u>Location & Dates</u> *Kentucky Reading Association Conference Louisville, KY September 23-25,2021 Work Days -2 <u>Purpose</u> (Post approval amendment on a extra night)	Linda Little	Veterans Park Elem	NO	School Fund	\$747.74
National Alliance of Black School Educators Los Angeles, CA November 10-14, 2021 Work Days- 4 <u>Purpose</u>	Leonel Ocasio Diaz	John Price	NO	Gen Fund/Equity	\$2,500.00
KYSTE Fall Conference Louisville, KY November 18-19, 2021 Work Days - 2 <u>Purpose</u>	Brittany Burse	Eastside Tech	NO	School fund	\$370.50
National Association of Agricutlure Education Conference New Orleans, LA Work Days - 5	Jacob Ball	CGWA	Yes	School fund/NAAE	\$1,580.00

Purpose	To learn more about best practices in teaching agriculture.				
Midwest International Band	John Bowmer	Jessie Clark Middle	Yes	School Fund	\$839.83
Clinic	Jonathan Stites	Jessie Clark Middle	NO	School fund	\$839.83
Chicago, IL					
December 14-17,2021					
Work Days- 4					
December 15-18, 2021	Kevin Morris	Winburn Middle	Yes	Title II	\$993.60
Work Days -3	Sherry Baker	Winburn Middle	Yes	Title II	\$1,459.00
Purpose	To achieve training with the midwest clinic with new music from around the world.				
Airborne Astronomy	Denise Minor	Henry Clay High	Yes	Title II	\$700.00
Ambassador STEM Immersion					
Palmdale, CA					
January 2-9, 2022					
Work Days - 4					
Purpose	This trip is to cuminating hands-on research piece od 2 year program with NASA.				
(Approve on 9/27/2021 dates change).					
AVMR Fractions Champion/	Michelle Dickson	John D Price	NO	Title II	\$4,730.00
Leader Course	Cindy Townsend	Mary Todd Elem	NO	Title II	\$4,730.00
Eagan, MN	Angela Lipscomb	ACE	NO	Title II	\$4,730.00
February 14-17, 2022					
Work Days - 3					
Purpose	I'am responsible for providing & supporting high quality, conceptual math instruction for teachers.				



FAYETTE COUNTY PUBLIC SCHOOLS

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

MEETING: Planning

DATE: 11/1/2021

TOPIC: Requests from Principals for extended field trips.

PREPARED BY: Chiefs of Schools

Recommended Action on: 11/8/2021

Action Item for Vote (PLANNING MEETING)

Superintendent Prior Approval: No

Recommendation/Motion: A motion is in order to approve the requests for extended field trips 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: NA

Attachments(s): Field Trip Requests

REQUESTS FROM PRINCIPALS FOR EXTENDED TRIPS

REQUESTS FROM PRINCIPALS FOR EXTENDED TRIPS

	<u>School/Organization</u>	<u>Destination/Purpose</u>	<u>Inclusive Dates</u>
	High Schools		
***** A	Bryan Station High School Teaching & Learning Sponsor's name: Christy Carter Additional Chaperones: 5 Students: 40	Wilmore, KY Asbury University Teaching & Learning Trip	11/12/2021 (1 School Day)
* A	Bryan Station High School Theatre Sponsor's name: Kala Chaffin Additional Chaperones: 4 Students: 34	Bowling Green, KY Western KY University KY Theatre Association	11/18-21/2021 (1 School Day)
***** A	Frederick Douglass High School Volleyball Sponsor's name: Kate Topley Additional Chaperones: 3 Students: 34	Georgetown, KY Great Crossing High School Regional Tournament	10/24/2021 (0 School Days)
***** A	Frederick Douglass High School Boys Basketball Sponsor's name: Jason Moseley Additional Chaperones: 6 Students: 22	Lexington, KY Henry Clay High School Basketball Game	11/30/2021 (0 School Days)
***** A	Frederick Douglass High School Boys Basketball Sponsor's name: Jason Moseley Additional Chaperones: 6 Students: 16	Georgetown, KY Great Crossing High School Toyota Classic Tournament	12/8-11/2021 (0 School Days)
*****	Frederick Douglass High School	Georgetown, KY	12/14/2021

A	Boys Basketball Sponsor's name: Jason Moseley Additional Chaperones: 6 Students: 22	Scott County High School Basketball Game	(0 school days)
*****	Frederick Douglass High School	Barbourville, KY	12/21-23/2021
A	Boys Basketball Sponsor's name: Jason Moseley Additional Chaperones: 6 Students: 17	Knox Central High School Basketball Tournament	(0 school days)
*****	Frederick Douglass High School	Ocala, FL	12/26-31/2021
A	Boys Basketball Sponsor's name: Jason Moseley Additional Chaperones: 8 Students: 15	Vanguard High School Basketball Tournament	(0 school days)
*****	Frederick Douglass High School	Lexington, KY	1/4/2022
A	Boys Basketball Sponsor's name: Jason Moseley Additional Chaperones: 6 Students: 26	Sayre School Basketball Game	(0 School Dyas)
*****	Frederick Douglass High School	Lexington, KY	1/18/2022
A	Boys Basketball Sponsor's name: Jason Moseley Additional Chaperones: 6 Students: 17	Dunbar High School Basketball Game	(0 School Days)
*	Lafayette High School	Bowling Green, KY	11/18-20/2021
A	Theatre Sponsor's name: Amie Kisling Additional Chaperones: 9 Students: 32	Western KY University High School Theatre Festival	(1 School Day)
*	Paul L Dunbar High School	Bowling Green, KY	11/18-21/2021
A	Drama Sponsor's name: Alicia Henning Additional Chaperones: 8(adding 1 para per IEP: Timothy Parrent)	Western KY University High School Theatre Festival	(1 School Day) (3 nights in hotel)

	Students: 28		
*****	Paul L Dunbar High School	Kentucky	11/19/2021
A	Football Team	TBD	(0 School Days)
	Sponsor's name: Wes Johnson	Football Playoff	
	Additional Chaperones: 13		
	Students: 52		
*****	Paul L Dunbar High School	Kentucky	11/26/2021
A	Football Team	TBD	(0 School Days)
	Sponsor's name: Wes Johnson	Football Playoff	
	Additional Chaperones: 13		
	Students: 52		
*****	Various	Thelma, KY	12/2/2021
A	Special Education	Carl Perkins Vocational Center	(1 School Day)
	Sponsor's name: Lisa Riickert	Post-Secondary Option	
	Additional Chaperones: 3		
	Students: 14		
	Middle Schools		
*****	Edythe J Hayes Middle School	Louisville, KY	1/12-11/2022
A	Beta Club	Galt House	(2.5 School Days)
	Sponsor's name: April Deener	Beta Club State Conference	
	Additional Chaperones: 7		
	Students: 80		
*	Edythe J Hayes Middle School	Orlando, FL	2/3-7/2022
	Dance Team	ESPN Wide World of Sports	(3 School Days)
	Sponsor's name: Taylor Adams & Emily Woods	National Dance Team	
	Additional Chaperones: 20	Championship	
	Students: 21		
*	Edythe J Hayes Middle School	Orlando, FL	2/10-14/2022
	Cheerleading	ESPN Wide World of Sports	(3 School Days)
	Sponsor's name: Lana Russell & Morgan Sizemore	National Cheerleading	
	Additional Chaperones: 12	Championship	
	Students: 21		

*****	Lexington Traditional Magnet School Music Department Sponsor's name: Caitlin Goble Additional Chaperones: 11 Students: 138	Cincinnati, OH Arnoff Center for the Arts Wicked Performance	11/18/2021 (1 School Day)
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****	SCAPA at Bluegrass Middle School Vocal Music Majors Sponsor's name: Amanda Wells Additional Chaperones: 12 Students: 17	New York, NY Carnegie Hall, Broadway, One World Trade Center Performing at Carnegie Hall	6/3-7/2022 (0 School Days)
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- * 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."

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

MEETING: Planning

DATE: November 8, 2021

TOPIC: Approval of Bid, Interim and Proposed Contracts, and a Revised BG-1 Project Application 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: 11/8/2021
Action Item for Vote (PLANNING MEETING)

Superintendent Prior Approval: Yes

Recommendation/Motion: Accept the base bid with Alternates #3, 4, 5, 6, 7, 8, 9, and 10, as submitted by D.W. Wilburn, Inc.; approve the interim contract in the amount of \$2,500,000 (Two Million, Five Hundred Thousand Dollars) and the proposed contract in the amount of \$58,566,000 (Fifty-eight Million, Five Hundred Sixty-six Thousand Dollars); and approve a revision to the BG-1 Project Application for a total of \$70,520,249.75 (Seventy Million, Five Hundred Twenty Thousand, Two Hundred Forty-nine Dollars and Seventy-five Cents) for the new construction of 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 4:160.

Background/Rationale: The construction of the New Middle School on Polo Club Boulevard is listed as priority 1.a.3. on FCPS's 2017 (amended) District Facility Plan. The Director of FCPS Facility Design & Construction has drafted a preliminary cost estimate for the new construction, yielding a final project of approximately 171,983 SF to serve 1,200 students. The program is consistent with other recent FCPS school projects. Project cost estimates are based on previous construction bids and include: design and financing fees; furnishings; surveys; and other miscellaneous costs. The project is planned to start construction in December 2021. Final completion is planned for July 2023. On Tuesday, October 26, 2021, three (3) general contractors submitted proposals on a base bid with ten (10) alternate bids. The results of the bidding are as follows:

BIDDER	BASE BID	Alternate Bid Nos.	BASE BID plus Nos.
		3,4,5,6,7,8,9,10	3,4,5,6,7,8,9,10
1 D.W. Wilburn, Inc.	\$57,859,000	\$707,000	\$58,566,000
2 Rising Sun Developing	\$58,600,000	\$711,000	\$59,311,000
3 Messer Construction	\$60,800,000	\$643,000	\$61,443,000
Alternate #1=Plastic Laminate Casework; Alternate #2=Wood Casework; Alternate #3=Door Hardware; Alternate #4= Food Service Equip; Alternate #5=Controls; Alternate #6= Security System; Alternate #7=Cafeteria Terrazzo; Alternate#8= Fire Alarm; Alternate #9= Paging/Intercom System & IP Clocks; Alternate #10= Bi-polar Ionization			

PROPOSAL: Based on the review of these proposals, the FCPS staff and the design consultants recommend acceptance of the base bid with Alternates #3, 4, 5, 6, 7, 8, 9, and 10, as submitted by D.W. Wilburn, Inc.; approve the interim contract in the amount of \$2,500,000 (Two Million, Five Hundred Thousand Dollars) and the proposed contract in the amount of \$58,566,000 (Fifty-eight Million, Five Hundred Sixty-six Thousand Dollars); and approve a revision to the BG-1 Project Application for a total of \$70,520,249.75 (Seventy Million, Five Hundred Twenty Thousand, Two Hundred Forty-nine Dollars and

Seventy-five Cents). (A separate bid has been obtained from U.S. Specialties that allows FCPS to purchase the higher quality plastic laminate (\$300,600) and wood casework (\$312,700) for the project for a total of \$613,300. This eliminates the need to accept Alternates 1 and 2.) The FCPS staff and the design consultants recommend approval of the proposed contract and revised BG-1. Upon the Board's approval, these documents will be submitted to the KDE District Facilities Branch for review and approval. Approval will allow the award of a contract for the new construction of New Middle School on Polo Club Boulevard to commence with minimal delay. Based on this recommendation, a revision to the BG-1 is required.

Policy: 702 KAR 4:160

Funding Source:

Fund	Org. Code	Object Code	Balance
Local FSPK Bond	360	5110	\$66,825,000.00
Bond Issuance Premium	360	5120	\$3,695,249.75

Attachment(s):



FAYETTE COUNTY PUBLIC SCHOOLS

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

MEETING: Planning

DATE: November 8, 2021

TOPIC: Approval of Contract for HVAC Testing and Balancing Services for the Construction of New Middle School at Polo Club BG 21-276

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

Recommended Action on: 11/8/2021
Action Item for Vote (PLANNING MEETING)

Superintendent Prior Approval: Yes

Recommendation/Motion: Authorize the Superintendent to execute a contract with Thermal Balance in the amount of \$45,290.00 (Forty-five Thousand, Two Hundred Ninety Dollars) to perform the testing and balancing services outlined below, subject to review/approval of the FCPS General Counsel.

Background/Rationale: Similar to building commissioning, Testing, Balancing, Lubrication and Adjustments (TAB) is also part of the building code requirements of the 2012 International Energy Conservation Code (IECC) and the 90.1-2010 American Society of Heating, Refrigerating, and Air-Conditioning Engineers (ASHRAE). It is a required for the owner to hire a third party to do this in order to ensure that systems are installed properly and are performing at the optimal and most energy-efficient levels. If issues are found during the testing then, the TAB contractor works with the other contractors to ensure components meet the operational objectives required.

Request for Proposal #32-21 was solicited on October 1, 2021 and three (3) proposals were received for this project. Based on the design team's analysis of the proposals received, Thermal Balance appears to have met all of the project scope of work criteria and has submitted an acceptable and cost-efficient proposal. The total anticipated value of the services (\$45,290.00) needed for the project requires the approval of the Board.

Contractor	Proposal Amount
1. Thermal Balance	\$45,290.00
2. EBCO	\$52,500.00
3. Synergy	\$65,729.00

Policy: 01.11 – Powers and Duties of the Board

Fiscal Impact:

<u>Fund</u>	<u>Org. Code</u>	<u>Project Code</u>	<u>Object Code</u>
Construction 360	003610	21176	0349

Attachments(s): Contract with Thermal Balance

**CONTRACT
NEW MIDDLE SCHOOL AT POLO CLUB
TEST AND BALANCE SERVICES
FCPS RFP# 32-21**

THIS CONTRACT is entered into this 9th day of November, 2021 by and between the BOARD OF EDUCATION OF FAYETTE COUNTY, KENTUCKY, 450 Park Place, Lexington, Kentucky 40511, hereinafter referred to as the Board, and THERMAL BALANCE, INC., 109 Wind Haven Drive, Suite #101, Nicholasville, Kentucky 40356, hereinafter referred to as Second Party.

PARTIES:

The Board of Education of Fayette County, Kentucky, Division of Facility Design and Construction has established the need to hire the professional services of a test and balance firm to perform test and balance services for the new construction of the New Middle School at Polo Club.

Second Party provides test and balance services as described herein.

PURPOSE:

The purpose of this contract is to provide test and balance services for the new construction of New Middle School at Polo Club.

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 the above described services to the Division of Facility Design and Construction, as an independent contractor, under the direction of Melinda Joseph-Dezarn, AIA, Director.
2. The services will be provided as set out in FCPS RFP #32-21 and the proposal from Thermal Balance, Inc. dated October 19, 2021, (approved by the Fayette Co. Board of Education on November 8, 2021) attached hereto and incorporated herein by reference.
3. The Board agrees to pay the Second Party for the services provided in this contract the amount of \$45,290.00. Additional expenses to be reimbursed are \$0, with a total amount of this contract not exceeding \$45,290.00.
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 expense at regular intervals. Original receipts will be provided for all 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. 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.

12. Contractor understands that pursuant to KRS 160.380, any adult who is permitted access to school grounds on a regularly scheduled and continuing basis pursuant to a written agreement for the purpose of providing services directly related to a student or students as part of a school-sponsored program or activity must submit to a national and state criminal background check by the Department of Kentucky State Police and the Federal Bureau of Investigation and have a clear CA/N check.

13. 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.

14. 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.

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

16. 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.

17. This agreement will be in effect from November 30, 2021, through August 31, 2023, unless terminated by either party as defined in Paragraph 8.

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

Director's Approval

BOARD OF EDUCATION OF FAYETTE COUNTY,
KENTUCKY



Melinda Joseph-Dezarn Date
Director, Facility Design & Construction

Demetrus Liggins, PhD, Superintendent Date

THERMAL BALANCE, INC.

Date

Date: October 19, 2021

AABC Certification #89-06-23

TBI Quote #Q136260

This quote is to perform the test and balance services per the *AABC Standards for Field Measurement and Instrumentation, Seventh Edition, 2016*. Any deviations or clarifications are listed below. This quote is valid for 30 days from the date of issuance and shall become an attachment to any contract provided. Unless noted below this price is based on an unoccupied facility and regular working hours. Fees for individually listed services are valid only on acceptance of the TAB contract.

Project: FCPS NEW MIDDLE SCHOOL -
POLO CLUB BLVD
LEXINGTON, KY

Total: \$45,290.00

Drawings: 9/27/21

Provided Services:

- | | | | |
|---|--|--|--|
| <input checked="" type="checkbox"/> Air Balance | <input type="checkbox"/> Sound Testing | <input checked="" type="checkbox"/> Cx Team Member | <input type="checkbox"/> System Analysis |
| <input checked="" type="checkbox"/> Water Balance | <input type="checkbox"/> Vibration Testing | <input type="checkbox"/> Pretesting | |

Excluded Services:

1. Any sheaves, belts, balancing or control devices or installations thereof
2. Any lifts or scaffolding, as-builts, cleaning, lubing or uniform space temperature balancing
3. Any return trips for inoperable equipment, deficiencies, troubleshooting, report reviews, or final inspections
4. Any fees associated with subscriptions, memberships or 3rd party requirements

Remarks:

- THIS QUOTE INCLUDES 40 HOURS FOR DUCT LEAKAGE TESTING. HOURLY RATE FOR DUCT TESTING - \$90.00
- A LIFT IS ALSO INCLUDED IN THIS PROPOSAL.

Prior to any scheduling, a purchase order must be sent to contracts@thermalbalance.com.

Nicholasville, KY 859.277.6158
Paducah, KY 270.744.9723

Ashland, KY 606.325.4832
Nashville, TN 615.768.5461

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

MEETING: Planning

DATE: November 8, 2021

TOPIC: Approval of Third-Party Special Inspection Agreement for the Construction of New Middle School at Polo Club BG 21-276

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

Recommended Action on: 11/8/2021
Action Item for Vote (PLANNING MEETING)

Superintendent Prior Approval: Yes

Recommendation/Motion: Authorize the Superintendent to execute a contract with L.E. Gregg Associates in the amount of \$97,030.00 (Ninety-seven Thousand, Thirty Dollars) to perform the third-party special inspections outlined below, subject to review/approval of the FCPS General Counsel.

Background/Rationale: The International Building Code as adopted by Kentucky requires the Owner of construction/renovation projects to contract directly with a qualified engineering firm that can act as a third-party Special Inspection Agent for the duration of a renovation/construction project. Previous editions of the code allowed the special inspector to be hired by the contractor. The current series of FCPS projects and all future projects will be required to have special inspectors hired directly by FCPS.

Several sections of the Kentucky Building Code require the special inspection of structural materials and their installation (i.e., concrete footings, bolted steel connections, masonry materials) prior to the work progressing to the next phase. This is meant to be a safeguard to Owner, the building occupants and the general public, and will help eliminate construction defects before structural components are concealed by finish materials.

Request for Proposal #30-21 was solicited on September 27, 2021 and five (5) proposals were received from qualified engineering firms to serve as the Special Inspection Agent. The special inspector must be available as soon as the contractor begins foundation work and whenever inspection activities are required by the code throughout the life of the project. Based on the design team's analysis of the proposals received, L.E. Gregg Associates appears to have met all of the project scope of work criteria and has submitted an acceptable and cost-efficient proposal. The total anticipated value of the services (\$97,030.00) needed for the project requires the approval of the Board.

Contractor	Proposal Amount
L.E. Gregg Associates	\$97,030.00
Geotechnology, LLC	\$99,000.00
Solid Ground Consulting Engineers, PLLC	\$132,000.00
S&ME, Inc.	\$180,000.00
Terracon	\$185,000.00

Policy: 01.11 – Powers and Duties of the Board

Fiscal Impact:

<u>Fund</u>	<u>Org. Code</u>	<u>Project Code</u>	<u>Object Code</u>
Construction 360	003610	21176	0349

Attachments(s): Contract

**CONTRACT
SPECIAL INSPECTION SERVICES
NEW MIDDLE SCHOOL AT POLO CLUB**

THIS CONTRACT is entered into this 9th day of November, 2021 by and between the BOARD OF EDUCATION OF FAYETTE COUNTY, KENTUCKY, 450 Park Place, Lexington, Kentucky 40511, hereinafter referred to as the Board, and L.E. GREGG ASSOCIATES, 2456 Fortune Drive, Suite 155 Lexington, Kentucky 40509, hereinafter referred to as Second Party.

PARTIES:

The Board of Education of Fayette County, Kentucky, Division of Facility Design and Construction has established the need to hire the services of a special inspection agency for the New Elementary School at Polo Club project and has determined that this need cannot be met by existing district staff.

L.E. Gregg Associates provides structural testing, special inspections and foundation testing and has expertise or needed products as described herein.

PURPOSE:

The purpose of this contract is to provide structural testing, special inspections and foundation testing pursuant to Chapter 17 of the Kentucky Building Code as set out more specifically in the proposal from L.E. Gregg Associates dated October 20, 2021, attached hereto and incorporated herein by reference.

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 the above described services to the Division of Facility Design and Construction, as an independent contractor, under the direction of Melinda Joseph-Dezarn, AIA, Director.
2. The services will be provided as set out in the proposal from L.E. Gregg Associates dated October 20, 2021, attached hereto and incorporated herein by reference. Additionally, at the end of each week, Second Party agrees to submit copies of the daily observation and testing activity reports to the First Party's on-site representative, the design professional in charge and the contractor. Periodic progress reports will be provided based on the distribution list agreed to at the Pre-construction meeting. A final report documenting Special Inspections and any deviations will be submitted at agreed upon intervals per KBC Section 1704.1.2 Report Requirements.
3. The Board agrees to pay the Second Party for the services provided in this contract the amount of \$97,030.00. Additional expenses to be reimbursed are \$0, with a total amount of this contract not exceeding \$97,030.00.
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 expense at regular intervals. Original receipts will be provided for all 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. 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.

12. Contractor understands that pursuant to KRS 160.380, any adult who is permitted access to school grounds on a regularly scheduled and continuing basis pursuant to a written agreement for the purpose of providing services directly related to a student or students as part of a school-sponsored program or activity must submit to a national and state criminal background check by the Department of Kentucky State Police and the Federal Bureau of Investigation and have a clear CA/N check.

13. 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.

14. 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.

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

16. 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.

17. This agreement will be in effect from November 9, 2021, through August 31, 2023, unless terminated by either party as defined in Paragraph 8.

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

Director's Approval



Melinda Joseph-Dezarn Date
Director, Facility Design & Construction

BOARD OF EDUCATION OF FAYETTE COUNTY,
KENTUCKY

Demetrus Liggins, PhD, Superintendent Date

L.E. GREGG ASSOCIATES

Jason Ainslie, P.E., President Date

October 20, 2021

Melinda Joseph-Dezarn
Fayette County Public Schools
450 Park Place
Lexington, Kentucky 40511

**Re: Proposal for Material Testing, Special Inspections, and Structural Observations
New Fayette County Middle School (C21-144)
Polo Club Blvd, Lexington, KY**

Mrs. Joseph-Dezarn,

L.E. Gregg Associates is honored to provide this special inspection lump sum proposal, based upon the **New Fayette County Middle School** (Polo Club Blvd.) RFP, dated September 27, 2021, section 014110, sheets S-103, S-104 and Addendas and Geotechnical Report by *LE Gregg*, dated April 17, 2020 for providing material testing and special inspections in Lexington, KY (Fayette County).

L.E. Gregg has worked with clients, to build relationships since 1957 through responsiveness, honesty, and integrity. Our reputation and quality work results in clients knowing we are trustworthy, and the project is streamlined. *LE Gregg provided the Geotechnical Investigation and would continue the seamless transition for Special Inspections.* No project is too small or too large, they receive the same level of professional service. The scopes of services that can be provided are listed below:



PROJECT DESCRIPTION

The project site is located along Polo Club Blvd., Lexington KY, and will be comprised of new construction. These special inspection services are intended to comply with Chapter 17 of the 2018 Kentucky Building Code (KBC), specification 014110, ICC 500-2014, and the project plans, as listed below. L.E. Gregg has experience with the requirements of the applicable sections of the KBC and the project plans and specifications and can provide qualified personnel to perform these services.

SCOPE OF SERVICES: The scope of services is defined by Chapter 17 of the KBC, ICC 500-2014, and specification 014110. The services may include, but are not limited to, the following:

Soil Construction/ Materials Testing (KBC 1705.6)

1. Monitor proof-rolling of the exposed soils after the site has been stripped to locate areas that may require undercutting.
2. Perform Nuclear Density Testing and observe proof-rolling of the soil fill.
3. Monitor any undercutting operations to determine when the acceptable materials are exposed.
4. Sanitary and Storm Utilities, Structures and Piping (*to comply with LFUGG requirements*).
5. Subgrade surfaces: Bearing tests, 1 test for each 2,000sqft of questionable surface for structure slabs and paved areas (*per RFP, sheet 3 D*)
6. Compaction operations Test each lift, periodic inspection and testing during site area filling and compaction for structure slabs and paved areas, 1 test for each 5,000sqft of each 8" lift (*min of 2 tests per lift*). Foundation and retaining wall 2 test locations min.

GC OPTIONAL - Micropiles Construction (KBC 1705.8)

1. Observe and test the bottom of the excavation of each drilled pier before the placement of concrete. If an unsuitable bearing stratum is encountered, L.E. Gregg will notify the Architect.
2. L.E. Gregg will perform "Special Inspections" on concrete and reinforcing steel following Kentucky Building Codes - Concrete Construction (Chapter 17, Section 1704.4).
3. A report will be prepared for each drilled pier with the following information:
 - A. Actual top and bottom elevations
 - B. Top of rock elevation; Description, location, and dimensions of obstructions
 - C. Final top centerline location
 - D. Variation of the shaft from plumb
 - E. Date and time of starting and completing the excavation
 - F. Design and tested bearing capacity of bottom
 - G. Depth of rock socket
 - H. Levelness of bottom and adequacy of the cleanout
 - I. Groundwater conditions
 - J. Description, diameter, top, and bottom elevations of temporary or permanent casings
 - K. Soil or water movement, sidewall stability, loss of ground, and means of control
 - L. Position of reinforcing steel
 - M. Concrete placing method, including elevation of consolidation and delays
 - N. Elevation of concrete during removal of casings
 - O. Remarks, unusual conditions encountered, and deviations from requirements
 - P. Concrete testing results

Concrete Construction (KBC 1705.3)

1. Perform observations of reinforcing steel and placement for foundation construction.
2. Sample and perform tests on plastic concrete in the field which includes slump, air content, temperature, and other tests required by the project specifications.
3. Construct 4 x 8-inch specimens for compressive strength testing.
4. Inspect bolts to be installed in concrete before and during placement of concrete where allowable loads have been increased.

5. Verify the use of the required design mix.
6. Inspect formwork for the shape, location, and dimensions of the concrete formwork.

Foundation Construction (KBC 1704.7)

1. Monitor any undercutting operations to determine when the acceptable materials are exposed.
2. Perform dynamic cone penetrometer (DCP) tests, as access and safety permits, on the bearing soils within excavated footings at a rate of 1 test per 20 linear feet and/or 1 per column footing.
3. Probe bearing soils in between DCP test locations to check if soils are suitable for the design bearing capacity.
4. Grade beam form, re-steel, and concrete.
5. Stem wall form, re-steel, and concrete.

Masonry Construction (KBC 1705.4)

1. Observe the consistency of site-prepared mortar; placement of masonry units and the construction of mortar joints and location of reinforcement and connectors.
2. Continuous observation of the placement of grout.
3. Observe construction of structural elements; to verify proper size, grade, and type of reinforcement and protection of masonry during cold weather or hot weather.
4. Observe construction to verify the type, size grade, and location of anchors.
5. Observe preparation of required grout specimens and/or mortar specimens.

Structural Steel (KBC 1705.3)

1. Perform a fabricator shop inspection to verify that the fabricator maintains detailed fabrication and quality control procedures. L.E. Gregg will also verify the work procedures are being performed per the approved documents. (KBC Chapter 17, Section 1704.2)
2. Perform field inspections to verify the steel framing complies with the approved documents.
3. Perform field inspections of single-pass fillet welds 5/16" or less for each connection and floor and deck welds in the field as required to conform to AWS D1.1.
4. Perform field inspections of high-strength bolted connections and field inspection of slip-critical connections. L.E. Gregg will observe a minimum of 10 percent of the bolts for proper torque with a calibrated torque wrench.
5. Perform field inspections of complete and partial penetration groove welds and for multi-pass and single-pass fillet welds 5/16" or greater and floor and roof decking welds. L.E. Gregg will also provide (as required) nondestructive testing for the complete penetration welds.
6. Perform Steel frame joint observation and testing for bracing and stiffening member locations, and application of joint details for each connection.

Wood Construction (KBC 1704.6)

1. Perform field inspections to verify the wood framing complies with the approved documents.

Cold Form Steel Light Frame (KBC 1705.10.2)

1. Perform field inspections to verify the Cold Form Metal framing complies with the approved documents, bracing, metal gauge, yield strength, screw size, and penetration.

Fire-Resistant Penetrations and Joints (KBC 1705.16)

1. Perform inspections following ASTM E 2174 and E 2393 for each type of penetration.
2. Provide daily inspection reports for each location.
3. All penetrations will be compared again either the tested and listed assembly type or the manufacturer's installation procedures.

Clarification:

- 1) Micropiles – are listed as General Contractor optional, as per Addenda 2, item 2.23 and pre-construction Zoom meeting on October 7th and Option 2 on sheet S-201 (Addenda 2) “contractor can use in lieu of flowable fill or concrete”...
- 2) No Fabrication Shop (*unless not Certified-billed at Unit Rates, Fab Shop cost*)
- 3) No Trench Rock (*observation and quantity verification, can be provided at Unit Rates*)

The services include the preparation and distribution of reports associated with the field and laboratory services. Should unanticipated services be required that have not been quoted, these will be performed at mutually agreed prices.

CONTRACTOR RESPONSIBILITIES

The contractor is responsible to ensure L.E. Gregg (Special Inspector) is present for all work requiring special inspection and material testing. Any work that requires special inspection and is performed without the Special Inspector being present, could result in the work being reconstructed.

SIGNAGE

Also, L.E. Gregg respectfully requests to place a sign on the jobsite, stating “Special Inspections provided by L.E. Gregg”, with our company information and logo. L.E. Gregg will provide this sign at no cost and will install, and reclaim it at the end of the project, at a designated area approved by the design team, unless local ordinances or codes do not permit it.

PROJECT APPROACH

A careful review of the construction documents and the sequencing of tasks has been a touchstone in determining L.E. Gregg's approach to providing the special inspections and materials testing for the **New Fayette County Middle School** project. In determining both the scope and the appropriate staffing levels and RFP, we are basing our proposal on the following:

- L.E. Gregg is estimating **257** working days onsite for personnel.
- The installation of micropiles, masonry walls for structural support, during the site preparation phase, have not been finalized.
- **\$12,163,000** – Micropiles/Grade Beams (*Cost Estimate, if GC chooses Option 2*)
- **0.18% Proposed percentage of construction cost (518 calendar days)**
(Optional to to consider)

Accordingly, we have prepared our conceptual budget:

- **257** days Field Representative on site
Including **32** hours standby (wasted trips or delays) by GC (*per RFP*)
 - **22** days Certified Welding Inspector
 - **4** days Ultrasonic testing of moment welds
 - **8** days IFC Certified Firestop Inspector:
 - **98** sets of five (5) 4" x 8" concrete cylinders
 - Project Management, Professional Engineering, Report Review
 - Laboratory services (proctors, compressive testing of concrete & grout)
 - All mileage, oversite, and other administrative costs
- Note: for a detailed listing of scope per structure please see the scope breakdowns below.*

1,193 Total Hours

1,098 Technician hours

32 Standby (wasted trip/delay) hours

63 Professional services hours

\$84,867.00 Dollars – **Lump Sum Total · Special Inspections and Materials Testing**

\$330.22± - Avg cost per site visit/inspection (*no half day charges, no full day charges*)

SCHEDULING

L.E. Gregg will provide personnel for this project at the request of your representatives and requests a 24-hour notice before providing on-call personnel to enable work to be scheduled efficiently. L.E. Gregg's contact person for scheduling is:

Chris Manning
cmanning@legregg.com
859-252-7558 (office)
859-559-7308 (cell) text/voice

AUTHORIZATION

Please refer to the attached document for L.E. Gregg's terms and conditions.

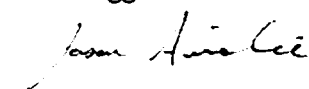
L.E. Gregg Associates shall reserve full rights for use of the project for marketing purposes. This includes, but is not limited to, publication in mass media and trade publications, submissions to awards programs, and inclusion in L.E. Gregg Associates' marketing materials and website. Project location, budgets, and client identity will be withheld at the client's request

If this proposal and the terms and conditions meet with your approval, please so indicate by signing and returning one (1) copy to L.E. Gregg's office. This will act as authorization to proceed with personnel and equipment per your request and schedule. Also, signature on the acceptance as a representative of the company indicates that you and the authorizing company are responsible for payment in full for the services rendered.

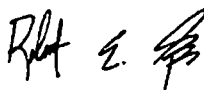
If you have any questions concerning this proposal, please feel free to contact us. We look forward to working with you on this project.

Respectfully,


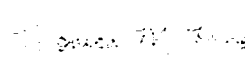
L.E. Gregg Associates



Jason Ainslie, P.E.
President



Robert E. Lyons
Project Manager



Monica King
Marketing Director

Chris Sanders
Firestop

The **lump sum proposal** total for this project is **\$84,867.00** dollars. This estimate is based RFP, dated September 27, 2021, section 014110, sheets S-103, S-104 and Addendas and Geotechnical Report by *LE Gregg*, dated April 17, 2020. Any additional services will be billed at unit rates.

Special Inspections · Materials Testing Conceptual Budget	
New Fayette County Middle School	Hrs./Days
Polo Club Blvd., Lexington, KY	(estimated)
QA/QC · Civil/Site (Materials Testing)	\$15,520.00
Grading/Soil (<i>Fill, Lifts/Proof-Rolls, Densities</i>) – 20 days/80hrs	\$3,820.00
Parking (<i>Proof-Roll, Subgrade prep, Density</i>) – 3 days/8hrs @ \$45.00/hr.	\$1,080.00
Sanitary/Storm (<i>LFUCC, DCP, Bedding, Pipe, Structures</i>) – 14 days/8hrs @ \$45.00/hr.	\$5,040.00
Sidewalks/Landings (<i>DCP, wwf, Concrete</i>) – 8 days/4hrs @ \$45.00/hr.	\$1,440.00
Asphalt/Prep (<i>Temps, Densities, Tons, Proof-rolls</i>) – 9 days/8hrs @ \$45.00/hr.	\$3,240.00
Nuclear Gauge Equipment Fee – 18 days @ \$50.00/day	\$900.00
Building (Special Inspections)	\$44,950.00
Soils/Nuclear Density (<i>Subgrade, Densities, Proof-roll</i>) – 12 days/80hrs	\$3,600.00
Footings (<i>DCPs/Rock, Re-steel, Concrete</i>) – 28 days/4hrs @ \$45.00/hr.	\$5,040.00
Masonry (<i>Mortar, Re-steel, Horiz Reinforcement, Grout</i>) – 48 days/4hrs @ \$45.00/hr.	\$8,640.00
ICF/Stem/Retaining Walls (<i>Re-steel, Concrete</i>) – 35 days/4hrs @ \$45.00/hr.	\$6,300.00
Storm/Tornado Shelter (<i>PE Onsite</i>) – 6 days/4hrs @ \$125.00/hr.	\$3,000.00
Concrete Slabs (<i>Proof-roll, Subgrade, Re-steel</i>) – 14 days/6hrs @ \$45.00/hr.	\$3,780.00
Pre-Cast (<i>Anchors, Welds, Framing, Grout</i>) – 8 days/4hrs @ \$45.00/hr.	\$2,240.00
Floor Flatness/Non-Shrink Grout/Cylinder pickups – 18 trips	\$2,910.00
CWI (<i>Framing, Welds, Moments, Bolts, Anchors, Decking</i>) – 23 days/4hrs @ \$70.00/hr.	\$5,040.00
UT Non – Destructive Testing / trip @ \$460.00/trip	\$1,840.00
Firestop – 8 days/4 hrs. @ \$80.00/hr.	\$2,560.00
Laboratory Testing	\$11,014.00
Concrete cylinders – 87 sets @ \$52.00/set	\$4,524.00
Grout Prisms – 48 sets @ \$100.00/set	\$4,800.00
Non-Shrink Grout Prisms – 4 sets @ \$100.00/set	\$400.00
Mortar Prisms – 3 sets @ \$120.00/set	\$360.00
CMU Block Verification – 2 set @ \$400.00/set	\$800.00
Proctor classification (Soil) – 1 set @ \$130.00/set	\$130.00
Professional Services	\$13,383.00
Principal Engineer - 19 hours @ \$120.00/hr.	\$2,280.00
Project Engineer – 10 hours @ \$85.00/hr.	\$850.00
Clerical - 5 hours at \$40.00/hr.	\$200.00
Project Manager - 40 hours at \$70.00/hr.	\$2,800.00
Wasted Trips · 32hrs <i>per RFP, sheet 2 A, "for wasted trips or delays"</i>	\$1,440.00
Allowance · \$3,500 <i>per RFP, sheet 2 B, "IF needed for Design Team or Owner re-testing"</i>	\$3,500.00
Travel Charges - 257 trips @ 15 miles R/T @ \$0.60 /mile	\$2,313.00
Lump Sum Estimate Total	\$84,867.00



Date:	
L.E. Gregg Associates (hereafter " L.E. Gregg ")	Client Name: Fayette County Public Schools (hereafter " Client ") <i>Melinda Joseph-Dezarn</i>
Address: 2456 Fortune Drive Suite Lexington, KY 40509	Address: 450 Park Place Lexington, Kentucky 40511
Telephone: 859-252-7558 Fax: 859-255-0940	Email: melinda.josephdezarn@fayette.kyschools.us
<u>PROJECT</u>	
New Fayette County Middle School	
SERVICES TO BE RENDERED	
Special inspections and materials testing per IBC Chapter 17 and KBC 2012 Chapter 17, as listed in the attached proposal.	
\$84,867.00 · Lump Sum Total	Expires Ninety (90) Days from the date of the proposal.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representative.

Client: _____ L.E. Gregg Associates

By: _____ (Signature) By: _____ (Signature)

(Print Name and Title) (Print Name and Title)

Date: _____ Date: _____

Client's DIGITAL signature to be treated as an original signature.

Based upon the anticipated duration of the project, invoices will be submitted at the first of each month for the services performed during that period.

Attachments: Unit Fee Schedule
Proposal Acceptance Sheet
Terms and Conditions

Unit Rate Schedule

<u>Professional Services</u>	<u>Unit Rate</u>
Geotechnical Technician , concrete testing, soil testing and masonry inspections, portal to portal, regular time, per hour	\$ 45.00*
Senior Geotechnical Technician , concrete testing, soil testing and masonry inspections, portal to portal, regular time, per hour	\$ 60.00
Structural Steel/Certified Welding Inspector , as required by the building code, portal to portal, regular time, per hour.....	\$ 70.00
Certified Firestop Inspector , as required by the building code, portal to portal, regular time, per hour.....	\$ 80.00
Clerical , per hour	\$ 40.00
Project Manager , per hour	\$ 70.00
Senior Project Manager , per hour.....	\$ 100.00
Project Engineer , per hour.....	\$ 85.00
Principal Engineer , per hour	\$ 120.00
Overtime (To be billed at 1.5 times the unit rates quoted above for any time in excess of 8hrs/day, weekend, or holiday work.....)	1.5 x unit rate

* 3 Hour minimum may apply

<u>Lab Fees, Transportation, and Expenses</u>	<u>Unit Rate</u>
Mileage Charge*	\$ 0.60 /mile
*Travel time will be billed in addition to mileage charges at the applicable unit rate listed above	
Per Diem (If overnight stay is required)	\$ 190.00
Compressive Strength Concrete Cylinders , each.....	\$ 11.00
Compressive Strength Concrete Cylinders by others , each.....	\$ 16.00
Compressive Strength Grout 4x8 Prisms , each.....	\$ 25.00
Compressive Strength Mortar Cubes , each.....	\$ 20.00
Moisture Content of Soils and Visual/Manual Classification, each.....	\$ 12.00
Atterberg Limits (LL, PL, and PI), each.....	\$ 60.00
Particle Size Analysis of Soil Suite, includes 3 items below,	\$ 140.00
1. Washed Sieve Analysis	\$ 45.00
2. Hydrometer	\$ 45.00
3. Specific Gravity	\$ 50.00
Soils Finer than #200	\$ 45.00
Floor Flatness Profiler Equipment (Actual Cost plus 15 percent)	
Standard Proctor	\$ 130.00
Modified Proctor	\$ 145.00
CBR, two points	\$ 200.00
Coring Machine Rental , per day (Generator may be required at cost +15%)	\$ 350.00
Nuclear Density Gauge , for Compaction Testing, per day	\$ 50.00

Effective March 7, 2021



TERMS AND CONDITIONS

TERMS AND CONDITIONS

1. SCOPE OF WORK

L.E. Gregg Associates (L.E. Gregg) shall perform the services defined in the attached proposal at the rates stated in the proposal or the attached fee schedule. Any estimate of time and materials shall not be considered as a fixed price, but only an estimate (unless otherwise specifically stated in this contract). L.E. GREGG will provide additional services at the listed standard rates. This offer will be valid for ninety (90) days unless otherwise stated. Upon acceptance, this proposal and associated terms and conditions shall become the contract.

2. RIGHT OF ENTRY

Client grants to L.E. GREGG the right of entry to the project site by its employees, agents, and subcontractors, to perform the service and represents that it has obtained the needed permits and licenses for the proposed work. If client does not own the site, Client warrants and represents to L.E. GREGG that it has the authority and permission of the owner and occupant of the site to grant right of entry to L.E. GREGG.

3. PAYMENT TERMS

L.E. GREGG will submit invoices to the Client throughout the project and a final invoice upon completion of services. There shall be no retainage of fees due and payable to L.E. GREGG payment is due within fourteen (14) days of invoice receipt, regardless of whether the client has been reimbursed by any other party. Client agrees to pay interest of one and one-half percent (1½%) per month, or the maximum rate allowed by law, on past due accounts. Any attorney's fees, collection fees or other costs incurred in collecting any delinquent amount shall be paid by Client.

4. STANDARD OF CARE

The services shall be performed in accordance with generally accepted industry principles and practices, consistent with a level of care and skill ordinarily practiced by reputable members of the profession currently providing similar services under similar circumstances. Except as set forth herein, L.E. GREGG makes no other representation, guarantee, or warranty, express or implied, in fact or by law, whether any merchantability, fitness for any particular purpose or otherwise concerning any of the services which may be furnished by L.E. GREGG to Client. Client agrees to give L.E. GREGG written notice of any breach or default under this section and to give L.E. GREGG a reasonable opportunity to cure such breach or default, without the payment of additional fees to L.E. GREGG, as condition precedent to any claim for damages.

5. INSURANCE AND GENERAL LIABILITY

L.E. GREGG maintains Workers' Compensation and Employers' Liability Insurance in compliance with the laws of the state having jurisdiction over the individual employee. L.E. GREGG has insurance coverage under general liability, property damage, and professional liability, which L.E. GREGG deems to be adequate. Certificates for such policies of insurance shall be provided to Client upon request. L.E. GREGG may provide additional insurance coverage beyond stated limits at the Client's request and expense.

6. RISK ALLOCATION

Due to the very limited benefit L.E. GREGG will derive

from this project compared to that of other parties involved, including the Client, Client agrees to limit L.E. GREGG'S liability to Client or any other party using or relying on L.E. GREGG'S work with respect to any acts or omissions including, but not limited to, breach of this contract, breach of warranty, negligence, alleged defects in L.E. GREGG'S performance, or other legal theory such that the total aggregate liability of L.E. GREGG to all those named shall not exceed L.E. GREGG'S project fee for the services rendered on this project.

7. TERMINATION

Either party may suspend performance immediately upon becoming aware of a breach of the terms of this contract by the other party and provide notice of its intention to terminate. In the event L.E. GREGG determines there may be a significant risk that L.E. GREGG'S fees may not be paid on a timely basis, L.E. GREGG may suspend performance and/or retain any reports, work products, or other information until Client provides L.E. GREGG with adequate assurances of payment. The filing of a voluntary or involuntary bankruptcy petition, appointment of a receiver, assignment for the benefit of creditors or other similar act of insolvency shall constitute a breach. Termination will become effective seven (7) calendar days after receipt of notice by the breaching party unless the event(s) giving rise to the breach are remedied within the timeframe or the party seeking termination revokes its notice. Either party, without cause, may terminate this contract upon providing ten (10) calendar days written notice to the other party.

8. ASSIGNS

This contract may be amended by written instrument, e-mail confirmation, or written confirmation of a verbal agreement, acknowledged or signed by both parties. Client shall not assign this proposal, or any reports or information generated as a result of contracted services pursuant to this proposal without written consent of L.E. GREGG.

9. SAFETY

L.E. GREGG'S responsibility for safety on site shall be limited to its own personnel, subcontractors, and any individuals who are directly involved with L.E. GREGG'S work on site. This shall not be construed to relieve the Client or any of its contractors from their responsibilities for maintaining a safe jobsite. Neither the professional activities of L.E. GREGG, nor the presence of L.E. GREGG'S employees and its subcontractors shall be construed to imply that L.E. GREGG has any responsibility for any activities on the site, which are performed by personnel other than L.E. GREGG'S employees or subcontractors.

10. CONFLICTS

Should any element of the Terms and Conditions be deemed in conflict with any element of the proposal/contract, unless the proposal/contract clearly voids the conflicting element in the Terms and Conditions, wording of the Terms and Conditions shall govern. Any element of this agreement later held to violate a law or regulation shall be deemed void, but all remaining provisions shall continue in force. The Terms and Conditions set forth herein shall survive the termination of this contract. No action, legal or otherwise, may be brought against L.E. GREGG arising from its performance of services under this contract, whether for breach of contract, tort, or otherwise, unless L.E. GREGG shall have received within two (2) years after completion of services under this contract a written notice specifying the alleged defects in L.E. GREGG'S performance or other breach.

11. CONSEQUENTIAL DAMAGES

In no event shall either party be liable to the other party for any consequential, incidental, or indirect damages including, though not limited to, loss of income, loss of profits, loss or restriction of use of property, or any other business losses regardless as to whether such damages are caused by breach of contract or warranty, negligent acts or omissions, or other wrongful acts.

12. DELAYS IN WORK

L.E. GREGG will charge the Client at standard rates for stand-by or non-productive time for delays in L.E. GREGG'S work caused by the Client or Client's contractors unless otherwise specifically provided for in the contract.

13. SAMPLING OR TEST LOCATION(S)

Unless otherwise stated, the fees in this proposal do not include costs associated with surveying of the site for accurate horizontal and vertical locations of tests or samples which, when referenced in L.E. GREGG'S report, are based on information furnished by others and/or estimates made by L.E. GREGG'S personnel and are only considered approximations, unless otherwise stated. L.E. GREGG may deviate a reasonable distance from any test or sampling location as specified by the Client. If, in order to complete a given soil boring to its designated depth, relocating the soil sampling location and associated sampling method is necessitated by encountering impenetrable subsurface objects, all work, including the original work performed, will be charged for at the appropriate rates in the fee schedule.

Client recognizes that project site conditions may vary from those encountered at the locations where the borings, surveys, sampling, monitoring, or explorations are made by L.E. GREGG and its subcontractors, and that the data interpretations and recommendations of L.E. GREGG'S and its subcontractors are based solely on the information available to them. L.E. GREGG will only be responsible for data, interpretations, and recommendations based on information obtained from the locations sampled, monitored, and explored by L.E. GREGG and its subcontractors, but shall not be responsible for the interpretations by others of the information obtained and

reported.

14. DISPUTE RESOLUTION

Any claim or dispute made against L.E. GREGG for inadequate, negligent, or improper performance of services by L.E. GREGG pursuant to this contract must be resolved by negotiation or mediation. Any party to this contract may demand that any such disputes be resolved by negotiation or mediation, unless the parties mutually agree otherwise. The Client and L.E. GREGG further agree to include similar dispute resolution provisions in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include similar dispute resolution provisions in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for negotiation or mediation as the primary method for dispute resolution between the parties to those agreements.

15. FAILURE TO FOLLOW RECOMMENDATIONS

Client will not hold L.E. GREGG or its subcontractors liable for any consequential, incidental, or indirect damages or business losses that may occur based on, or which may result from failure to follow L.E. GREGG'S or its subcontractors' recommendations. Client waives any claim against L.E. GREGG and agrees to defend, indemnify, and hold L.E. GREGG harmless from any claim, liability for injury, or business loss that results from failure to follow L.E. GREGG'S recommendations.

16. FORCE MAJEURE

Neither Client nor L.E. GREGG shall hold the other responsible for damages or delays in performance caused by events beyond the control of the other party and which could not reasonably have been anticipated or prevented, including but not limited to, acts of God, materially different site conditions, wars, riots, rebellions, sabotage, fires, explosions, accidents, floods, strikes or other conceded acts of workers, lockouts, or changes in laws, regulations, or ordinances. The party intending to invoke force majeure shall provide prompt notice to the other party.

17. RIGHT TO STOP OR DIRECT WORK

Since L.E. GREGG'S duties and services are limited to the scope of work proposed and contracted with the Client to perform, L.E. GREGG shall not under any circumstances give a stop-work order or direct work, either for quality, safety or any other reason, unless directed solely to L.E. GREGG personnel or its subcontractors' personnel. Neither shall L.E. GREGG be responsible for the possible consequences of not issuing a stop-work order. L.E. GREGG will only report to Client regarding the quality of the work L.E. GREGG has performed or been contracted to observe and monitor

18. FIELD MONITORING AND CONTROL

L.E. GREGG shall not, except for its own services and for services it subcontracts, specify project site procedures, manage or supervise project work, implement or be responsible for project site health and safety procedures.

L.E. GREGG shall not be responsible for the acts or omissions of other parties on the project site and shall not have control or charge of and not be responsible, without limitation, for project means, methods, techniques, sequences, or procedures. L.E. GREGG'S project services shall not relieve any other parties from their responsibility for performing work in accordance with applicable plans, specifications, safety requirements, laws, and regulations. L.E. GREGG'S proposed and contracted monitoring and testing services are limited to its proposed and contracted scope of work and does not imply or warrant that L.E. GREGG is responsible for observing all activities and personnel at the project site. If L.E. GREGG is not retained to monitor environmental remediation, mitigation, or abatement activities, Client waives any claim against L.E. GREGG and agrees to indemnify, defend, and hold L.E. GREGG harmless for any claim or liability for injury or business loss resulting from remediation, mitigation, or abatement activities

The words "supervision", "inspection", or "control", if used in connection with L.E. GREGG's work, are only intended to mean periodic observation or monitoring of the project work as outlined in L.E. GREGG'S proposed and contracted scope of work.

19. RETESTING AND RE-MONITORING

L.E. GREGG is only obligated to monitor and test in accordance with applicable and agreed upon standards and methods. In the event L.E. GREGG's monitoring and/or testing discloses deficiencies in the project's work, and which consequently will require corrections, L.E. GREGG will retest or re-monitor the corrected work as required by the plans and specifications or as directed by the Client; however, all such retesting or re-monitoring shall be additional work and shall be paid for by Client at the agreed upon rates in this contract.

20. SITE WORK

L.E. GREGG will take reasonable precautions to avoid any damage to the project site from the activities of its personnel, subcontractors, or equipment. Any damage caused by L.E. GREGG'S negligence will be restored at L.E. GREGG'S expense; however, unavoidable damage caused in the execution of the project work such as tire rutting, cutting and splicing of fences, removal of potential asbestos containing materials (ACM), drilling through pavements, cutting of brush and trees, coring through pavements, etc., will not be restored unless otherwise stated in the contract.

21. UTILITIES

In the execution of any subsurface exploration, L.E. GREGG will take reasonable precautions to avoid damage to subterranean structures or utilities of which L.E. GREGG has received notification; however, it is the Client's responsibility to mark or furnish the locations of all underground, manmade obstructions or utilities. Client shall indemnify, defend, and hold harmless L.E. GREGG from and against any claims, losses, or damages incurred or asserted against L.E. GREGG related to Client's failure to mark, protect, inform, or advise L.E. GREGG of underground structures or utilities, unless stated in our contracted scope of services.

22. SAMPLES

L.E. GREGG and its subcontractors will retain any soil, rock, water, or material samples obtained in the performance of its contracted scope of work for a period not to exceed thirty (30) days after submitting L.E. GREGG'S report or findings. Further storage or transfer of samples and materials obtained from the contracted scope of L.E. GREGG'S work can be made at the Client's expense upon written request.

23. ROOF CUTS

If roof cuts are authorized by the Client in L.E. GREGG'S contracted scope of work, it is the responsibility of Client to make the appropriate repairs to these roof cuts using materials consistent with the roofing system and in accordance with any existing material manufacturer's warranties. If roofing contractor or maintenance personnel selected by Client is not on the roof to make repairs at the time the samples are obtained, L.E. GREGG may make temporary repairs at the time of sampling and inspection, which may result in additional charges. L.E. GREGG personnel are not certified in roofing repair and, under no circumstances, will be responsible for the adequacy and water tightness of the temporary repairs, nor shall L.E. GREGG be responsible for any water damage to the roofing system, building, or its contents resulting from L.E. GREGG's temporary repairs.

24. AQUIFER CONTAMINATION

Client waives any claim against L.E. GREGG, and agrees to hold harmless, defend, and indemnify L.E. GREGG from any claim, business loss, or liability for injury as a result of cross-contamination caused by subsurface drilling and/or sampling unless due to L.E. GREGG'S negligence or willful acts.

25. HAZARDOUS SUBSTANCES

Client agrees to advise L.E. GREGG, prior to beginning project work, of any hazardous substances on or near the project site known to Client. In the event that test samples obtained during our work contain substances hazardous to health, safety, or the environment, these samples remain the property of Client which also shall pay for all costs connected with decontamination of L.E. GREGG'S or its subcontractors' equipment. Furthermore, any equipment of L.E. GREGG'S or its subcontractors' contaminated during L.E. GREGG's services which cannot be reasonable decontaminated shall become the property and responsibility of Client. Such samples and/or equipment will be delivered to Client. Client agrees to pay transportation costs for samples and equipment, and the fair market value of such contaminated equipment. Client waives any claim against L.E. GREGG and its subcontractors and agrees to defend, indemnify, and hold harmless L.E. GREGG from any claims, business loss, or liability for injury arising from L.E. GREGG'S failure to detect the presence of hazardous materials, including ACM, through techniques and methods agreed upon in the proposed and contracted scope of work, unless the failure to detect hazardous materials, including ACM, was due to L.E. GREGG'S failure to properly execute the proposed

26. ENVIRONMENTAL PROBLEMS

L.E. GREGG and its subcontractors' duties and responsibilities are limited to the proposed and contracted scope of work. Any sampling, testing, or monitoring of site conditions or materials related to environmental concerns including hazardous waste, soil, ground water, surface water, ACM, or air pollutants are not part of L.E. GREGG'S responsibilities and duties unless specifically identified in its proposed and contracted scope of work. If it becomes apparent during project site work that undisclosed hazardous materials may be present, project site work will be terminated unless specified in L.E. GREGG'S proposed and contracted scope of project work. Project site work will resume only after renegotiation of the contracted scope of services and fees to cover appropriate environment, health, and safety precautions. L.E. GREGG shall have no responsibility for detecting or dealing with environmental concerns, hazardous waste, soil, ground water, surface water, ACM, or air contamination, should they occur at the project site unless specifically outline in

L.E. GREGG'S proposed and contracted scope of work. Client waives any claim against L.E. GREGG and agrees to defend, indemnify, and hold harmless L.E. GREGG from any claim, business loss, or liability for injury that results from the discovery of onsite environmental concerns, hazardous materials, soils, ground water, surface water, ACM, or air contamination.

27. ENVIRONMENTAL INDEMNITY

Client agrees to the maximum extent permitted by law to defend, indemnify, and hold harmless L.E. GREGG and its subcontractors from and against any and all claims and liabilities in connection with toxic or hazardous substances or constituents unless caused by L.E. GREGG'S negligence or willful acts, resulting from Client's violation of any federal, state or local statute, regulation or ordinance relating to the handling, storage or disposal of toxic or hazardous substances or constituents; Client's undertaking of or arranging for the handling, removal, treatment, storage, transportation or disposal of toxic or hazardous substances or constituents found or identified at the site; toxic or hazardous substances or constituents introduced at the site by Client or third persons before or after completion of services herein; allegations that L.E. GREGG or its subcontractors are the handlers generators, operators, treaters or storers, transporters, or disposers under the Resource Conservation and Recovery Act of 1976, Comprehensive Environmental Response, Compensations and Liability Act, or any other similar federal, state or local regulation or law.

L.E. GREGG or its subcontractors have no role in generating, treating, storing, or disposing of any hazardous materials which may be present at the project site, and which at no time become the property of L.E. GREGG or its subcontractors, unless specifically identified in the proposed and contracted scope of work. Client shall evaluate and select proper disposal site for treatment or disposal of its hazardous materials (to include test samples collected to determine the characteristics of the samples), shall select the method of transportation, and shall be solely responsible therefore. Any arrangements for the treatment, storage, transport, or disposal of any hazardous materials that are made at the direction and expense of Client and to be conducted or completed by

L.E. GREGG shall be construed as being made solely and exclusively on Client's behalf for Client's benefit, and Client shall defend, indemnify, and hold harmless L.E. GREGG from and against any and all claims, damages, business losses, liability of injury, and expenses, including reasonable attorney's fees, which arise out of any release, threatened release, transportation, or disposal of hazardous materials, unless caused by the negligence or willful acts of L.E. GREGG during the execution of its proposed and contracted scope of work.

28. OWNERSHIP OF DOCUMENTS

Client agrees that all original documents and drawings produced by L.E. GREGG in accordance with this agreement, except documents, which are required to be filed with public agencies, shall remain the property of L.E. GREGG. Client agrees to be liable and responsible for the use of unsigned plans, drawings, or other documents not signed by L.E. GREGG, and waives liability against L.E. GREGG for their use. Further, client agrees to waive any claim against L.E. GREGG and to indemnify, defend, and hold harmless L.E. GREGG from any and all claims arising out of any use, not authorized in writing by L.E. GREGG, of these documents by third parties not related to this agreement.

29. PUBLIC RESPONSIBILITY

Client shall be responsible for reporting to appropriate governmental and licensing agencies with respect to any legal or regulatory requirements, code violations, or hazardous substances detected on site. If Client disregards L.E. GREGG'S and its subcontractors' recommendations for reporting or public health and safety, Client waives any claim against L.E. GREGG and its subcontracts and agrees to defend, indemnify, and hold harmless L.E. GREGG and its subcontractors from any claim, business loss, liability for injury, or loss arising from disregarding L.E. GREGG'S or its subcontractors' recommendations of reporting.

Revised July 2018



INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/24/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Al Torstrick Insurance Agency Inc 343 Waller Avenue Lexington KY 40504		CONTACT NAME: Robert Blain PHONE (A/C, No, Ext): (859)233-1461 FAX (A/C, No): (859)281-9450 E-MAIL ADDRESS: rblain@altorstrick.com	
INSURED J.J.L. Inc., DBA: L E Gregg Associates 2456 Fortune Drive Suite 155 Lexington KY 40509		INSURER(S) AFFORDING COVERAGE INSURER A: Grange Insurance Company INSURER B: Continental Insurance INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 14050 35289	

COVERAGES

CERTIFICATE NUMBER: 2021-2022

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			CPP2336308	10/10/2021	10/10/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CA3184538	10/10/2021	10/10/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Basic \$ 10,000
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			CUP2625460	10/10/2021	10/10/2022	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N Y N/A			679316911	10/10/2021	10/10/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	Valuable Papers & Records Cov. On Premises			CPP2336308	10/10/2021	10/10/2022	Valuable Papers \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

INSUREDS COPY INFORMATIONAL PURPOSES ONLY	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/06/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AI Torstrick Insurance Agency Inc 343 Waller Avenue Lexington KY 40504		CONTACT NAME: Allison Johnson PHONE (A/C, No, Ext): (859)233-1461 E-MAIL ADDRESS: ajohnson@altorstrick.com INSURER(S) AFFORDING COVERAGE INSURER A: Grange Insurance Company INSURER B: Grange Insurance Company INSURER C: INSURER D: INSURER E:		NAIC # 14060 35289
INSURED JLL Inc., DBA: L E Gregg Associates 2456 Fortune Drive Suite 155 Lexington KY 40509				

COVERAGES

CERTIFICATE NUMBER: 2020-2021

ISSUANCE NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY OTHER CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			CPP2336308-13	10/10/2020	10/10/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000 OTHER: \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CA318450	10/10/2020	10/10/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Basic \$ 10,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION			CUP2625	10/10/2020	10/10/2021	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 OTHER: \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DEFERRED OPERATIONS below	Y/N Y	A	679316911	10/10/2020	10/10/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	Valuable Papers & Records Cov. On Premises			CPP2336308-13	10/10/2020	10/10/2021	Valuable Papers \$500,000

DESCRIPTION OF OPERATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

INSUREDS COPY
INFORMATIONAL PURPOSES ONLY

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Robert Blum



FAYETTE COUNTY PUBLIC SCHOOLS

Executive Summary
Fayette County Public Schools Board Meeting
Agenda Item

MEETING: Planning

DATE: 11/8/2021

TOPIC: Resolution of Board of Education of Fayette County, Kentucky, Relating to the Issuance of Fayette County School District Finance Corporation School Building Revenue Bonds, Series 2021C

PREPARED BY: Kyna Koch, Chief Financial Officer @ 381-4165

Recommended Action on: 11/8/2021

Action Item for Vote (PLANNING MEETING)

Superintendent Prior Approval: No

Recommendation/Motion: Approve a Resolution authorizing the sale and issuance of School Building Revenue Bonds, Series 2021C in the aggregate principal amount not to exceed \$_____ for the purposes of paying the costs (not otherwise paid) of the construction and equipping of a new middle school located at 2185 Polo Club Boulevard in Lexington, Kentucky (the “Project”) for the Board of Education.

Background/Rationale: The Board desires and intends to finance up to \$_____ of the costs of the construction and equipping of a new middle school located at 2185 Polo Club Boulevard in Lexington, Kentucky through the issuance of Series 2021C revenue bonds by the Board’s corporate agency and instrumentality, the Fayette County School District Finance Corporation, the interest on which bonds may qualify for exclusion from gross income for federal and Kentucky income tax purposes.

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

Fiscal Impact: Increase Debt Service Liability

Attachments(s): Resolution

RESOLUTION OF BOARD OF EDUCATION OF
FAYETTE COUNTY, KENTUCKY, RELATING TO THE
ISSUANCE OF FAYETTE COUNTY SCHOOL DISTRICT
FINANCE CORPORATION SCHOOL BUILDING
REVENUE BONDS, SERIES 2021C

WHEREAS, the Board of Education of Fayette County, Kentucky (the “**Board of Education**”), desires to direct the Fayette County School District Finance Corporation (the “**Corporation**”) to issue its School Building Revenue Bonds, Series 2021C (the “**Series 2021C Bonds**”), for the purpose of paying the costs (not otherwise paid) of (a) the construction and equipping of a new middle school located at 2185 Polo Club Boulevard in Lexington, Kentucky (the “**Project**”) for the Board of Education; and

WHEREAS, the Board of Education has caused or will cause title to the Project, including its respective sites, to be conveyed to the Corporation; and

WHEREAS, the construction, equipping, use and occupancy of the Project by the Board of Education are necessary to provide adequate educational facilities and to promote the general welfare of the school children in the Fayette County School District, and the annual revenues of the Board of Education are sufficient to permit payment from such revenues of the annual rentals for the use and occupancy of the Project as hereinafter provided to be leased and rented.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION OF FAYETTE COUNTY, KENTUCKY, AS FOLLOWS:

Section 1. The facts and statements contained in the foregoing preamble of this Resolution, including the terms defined therein, are hereby affirmed and incorporated as a part of this Resolution.

Section 2. It is hereby found and declared to be necessary, advantageous and in the public interest that the Board of Education direct the Corporation to undertake the construction and equipping of the Project, to acquire and hold title to the Project and to lease the Project to the Board of Education for the Board’s use and occupancy. The Chairperson, Vice Chairperson, or other appropriate officers of the Board of Education are hereby authorized to cause the Project, including the sites of the Project, to be conveyed to the Corporation (to the extent not previously conveyed). The sites of the Project are described in the corresponding Contract of Lease and Rent herein approved.

Section 3. The Board of Education hereby directs that the Corporation ratify, approve, and accept the appointment of Robert W. Baird & Co. Incorporated, as financial advisor, in accordance with the agreement previously made by the Board of Education, and Stoll Keenon Ogden PLLC and Rubin & Hays, as co-bond counsel, to be paid from the proceeds of the Series 2021C Bonds when the same are received and not from any other funds or resources of the Corporation or the Board of Education (unless necessary

to supplement such bond proceeds). All actions previously taken by Board of Education officials with respect to such appointments are approved, ratified, and confirmed.

Section 4. Each of the Chairperson and the Vice Chairperson is hereby authorized and directed to execute for and on behalf of the Board of Education the Contract of Lease and Rent with the Corporation in connection with the Project in substantially the form submitted herewith (and adopted as a part hereof), with such changes as the authorized officer of the Board of Education may approve on behalf of the Board of Education, as evidenced by his or her execution of the final instruments.

Section 5. The Secretary has filed a copy of this Resolution and the form of a proposed Resolution of the Corporation's Board of Directors with the Secretary of the Corporation with the direction that they be acted upon at the meeting of the Corporation's Board of Directors held on this date, and such action is approved and affirmed and the same shall constitute a direction and notice on behalf of the Board of Education that the Corporation, acting by and through its Board of Directors, take all action necessary and appropriate (a) for the issuance, sale, and delivery of its School Building Revenue Bonds, Series 2021C, to be dated as of such date as may be set by the President, Treasurer, or Secretary of the Corporation, in the aggregate principal amount not to exceed \$_____ ; (b) for application of the proceeds of sale of the Series 2021C Bonds in accordance with the provisions of the Resolution of the Board of Directors of the Corporation authorizing the Series 2021C Bonds (the "**Bond Resolution**") for the purposes of financing the costs of construction and equipping of the Project (to the extent not otherwise financed) and paying expenses in connection with the issuance of the Series 2021C Bonds, including the fees and expenses of the financial advisor, bond counsel, and other advisors incurred in connection with the issuance of the Series 2021C Bonds or the interpretation or enforcement of any document or obligation associated therewith; and (c) for executing and delivering on behalf of the Corporation the proposed Contract of Lease and Rent as herein approved.

Section 6. When the Series 2021C Bonds have been sold, the Chairperson, Vice Chairperson, Treasurer, Secretary, and other appropriate officers of the Board of Education, and each of them, are authorized to take such actions as may be necessary or desirable to carry out the issuance of the Series 2021C Bonds. The Board of Education specifically authorizes its officers to take such actions under the terms of the representations, warranties, and covenants contained in the Contracts of Lease and Rent, hereinabove approved, as may be required to comply with the provisions of the United States Internal Revenue Code of 1986, as amended, in respect of the exclusion from gross income for federal income tax purposes of interest on the Series 2021C Bonds, and the applicable rules of the Securities and Exchange Commission.

Section 7. It is acknowledged that in connection with the sale of the Series 2021C Bonds a Preliminary Official Statement and a final Official Statement (collectively the "**Official Statement**") of the Corporation, as issuer of the Series 2021C Bonds, and the Board of Education will be distributed. The Official Statement and the use thereof in offering and selling the Series 2021C Bonds is hereby approved and the Chairperson or Secretary may execute the same on behalf of the Board of Education. The Preliminary

Official Statement is hereby declared to be in form “deemed final” for purposes of SEC Rule 15c2-12(b)(1), but is subject to amendment, revision, and completion in the final Official Statement.

Section 8. The Board of Education hereby covenants and agrees that it will, before the issuance of the Series 2021C Bonds, execute and deliver a Continuing Disclosure Certificate, as described in the Official Statement, and further will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. However, any failure of the Board of Education to comply with the Continuing Disclosure Certificate shall not be considered an event of default hereunder or under the Contract of Lease and Rent herein approved. Any bondholder may take such actions as may be necessary and appropriate to obtain specific performance by court order to cause the Board of Education to comply with its obligations under the Continuing Disclosure Certificate.

Section 9. The Board of Education hereby appropriates from its funds available for school building purposes a sum equal to the amount by which the aggregate of all costs of the Project, when finally determined, may exceed the proceeds of the Series 2021C Bonds. When the Series 2021C Bonds have been sold and the interest rates are established, the aggregate of all such costs shall be determined, which costs shall include among other things the amounts of the purchase price of the Project, the fees of the financial advisor and bond counsel, and a reasonable allowance for appurtenances and contingencies. The Treasurer is authorized to pay over from time to time such amount in excess of Bond proceeds for deposit in the Corporation’s School Building Construction Fund, Series 2021C, created in the Bond Resolution, or otherwise for payment of costs of the construction, renovation, installation, and equipping of the Project, without further authorization or order of the Board of Education.

Section 10. The Treasurer is authorized to establish and transfer each year to the “School Building Fund” in accordance with KRS 160.476 sufficient general fund moneys to meet the debt service requirement on the Series 2021C Bonds in each year the Contract of Lease and Rent are in effect. Sufficient funds for each year means the difference between the total of all debt service requirements and the sum of the Board of Education’s SEEK capital outlay (80%), five cent equivalent tax, and the FSPK equalization (if any) for that year.

Section 11. This Resolution shall take effect from and after its passage.

(Signature page immediately follows)

Adopted on November 8, 2021.

Tyler Murphy, Chairperson
Board of Education of
Fayette County, Kentucky

Attest:

Demetrus Liggins, Secretary
Board of Education of
Fayette County, Kentucky

CERTIFICATION

I, the undersigned, Secretary of the Board of Education of Fayette County, Kentucky, do hereby certify that the foregoing is a true, correct, and complete copy of a Resolution duly adopted by the Board of Education at a properly convened regular meeting of the Board of Education held on November 8, 2021, signed by the Chairperson thereof and attested by me as Secretary, as shown by the official records in my possession and under my control.

IN WITNESS WHEREOF, I have executed this Certification this November 8, 2021.

Demetrus Liggins, Secretary
Board of Education of
Fayette County, Kentucky

STAFF CONTACT: Myron Thompson, Chief Operating Officer

POLICY REFERENCE: 01.11 (General Powers and Duties of the Board)

RECOMMENDATION: A motion is in order to:

“Adopt the resolution of the Board of Education related to issuance of the Fayette County School District Finance Corporation School Building Revenue Bonds, Series 2021C”



FAYETTE COUNTY PUBLIC SCHOOLS

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

MEETING: Planning

DATE: 11/8/2021

TOPIC: Resolution Relating to Financing the Construction of a new Middle School located at 2185 Polo Club Boulevard in Lexington, Kentucky.

PREPARED BY: Kyna Koch, Chief Financial Officer @ 381-4165

Recommended Action on: 11/8/2021

Action Item for Vote (PLANNING MEETING)

Superintendent Prior Approval: No

Recommendation/Motion: Approve the resolution relating to the Construction of a new Middle School located at 2185 Polo Club Boulevard in Lexington, Kentucky.

Background/Rationale: The Board desires and intends to finance up to \$_____ of the costs of the construction of a new middle school located at 2185 Polo Club Boulevard in Lexington, Kentucky through the issuance of one or more series of revenue bonds by the Board's corporate agency and instrumentality, the Fayette County School District Finance Corporation, the interest on which bonds may qualify for exclusion from gross income for federal and Kentucky income tax purposes. Pending issuance of the Bonds, the Board desires to proceed with payment of certain costs of the Project from existing or borrowed funds, with the reasonable expectation of being reimbursed for such expenditures from the proceeds of the Bonds.

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

Fiscal Impact: None

Attachments(s): Agenda Board of Education Reimbursement Resolution (1) - Series 2021C -version 1 November 8, 2021.pdf

RESOLUTION OF OFFICIAL INTENT OF THE FAYETTE COUNTY BOARD OF EDUCATION TO FINANCE THE CONSTRUCTION AND EQUIPPING OF A NEW MIDDLE SCHOOL FROM THE PROCEEDS OF A PROPOSED ISSUE OF TAX-EXEMPT REVENUE BONDS.

WHEREAS, Treasury Regulations §1.150-2 (the "Reimbursement Regulations"), issued pursuant to §150 of the Internal Revenue Code of 1986, as amended (the "Code") prescribes certain requirements by which proceeds of tax-exempt bonds, notes, certificates or other obligations included in the meaning of "bonds" under §150 of the Code ("Obligations") used to reimburse advances made for Capital Expenditures (as hereinafter defined) paid before the issuance of such Obligations may be deemed "spent" for purposes of §§103 and 141 through 150 of the Code are not subject to any other requirements or restrictions under those sections of the Code; and

WHEREAS, such Reimbursement Regulations require that the Borrower (as hereinafter defined) make a Declaration of Official Intent (as hereinafter defined) to reimburse any Capital Expenditure paid prior to the issuance of the Obligations intended to fund such Capital Expenditure and require that such Declaration of Official Intent be made no later than sixty (60) days after payment of the Capital Expenditure and further require that the Allocation (as hereinafter defined) of the proceeds of such Obligations to reimburse such Capital Expenditures occur no later than eighteen (18) months after the later of the date the Capital Expenditure was paid or the date the property acquired with the Capital Expenditure was placed in service, except that any such Allocation must be made no later than three (3) years after such Capital Expenditure was paid; and

WHEREAS, the Fayette County Board of Education (the "Borrower") wishes to ensure compliance with the Reimbursement Regulations.

NOW, THEREFORE, be it Resolved by the Board of Education of Fayette County, Kentucky, as follows:

Section 1. Definitions. The following definitions apply to the terms used herein:

"Allocation" means written evidence that proceeds of Obligations issued subsequent to the payment of a Capital Expenditure are to effect the reimbursement of the Borrower for such payments.

"Borrower" means the Fayette County Board of Education, a political subdivision of the Commonwealth of Kentucky.

"Capital Expenditures" means any expense for an item that is properly depreciable or amortizable or is otherwise treated as a capital expenditure for purposes of the Code, as well as costs of issuing Reimbursement Bonds.

"Declaration of Official Intent" means a written declaration that the Borrower intends to fund a Capital Expenditure with an issue of Reimbursement Bonds and reasonably expects to be reimbursed from the proceeds of such an issue.

"Reimbursement" means restoration to the Borrower of money temporarily advanced from other funds of the Borrower to pay for Capital Expenditures before the issuance of Obligations intended to fund such Capital Expenditures. "To reimburse" means to make such a restoration.

"Reimbursement Bonds" means Obligations that are issued to reimburse the Borrower for Capital Expenditures previously paid by or for the Borrower.

"Reimbursement Regulations" means Treasury Regulations §1.150-2 and any amendments thereto or superseding regulation, whether in proposed, temporary or final form, as applicable, prescribing conditions under which the proceeds of Obligations when allocated or applied to a reimbursement will be treated as "spent" for purposes of §§103 and 141 through 150 of the Code.

Section 2. Declaration of Official Intent.

(a) The Borrower declares that it reasonably expects that the Capital Expenditures described in Section (b), which will be paid prior to the issuance of any Obligations intended to fund such Capital Expenditures, will be reimbursed with the proceeds of Obligations, representing a borrowing of the Borrower in a principal amount anticipated not to exceed \$_____.

(b) The Capital Expenditures to be reimbursed are to be used for the construction and equipping of a new Middle School located in Fayette County, Kentucky.

(c) The fund or account from which the Capital Expenditures will be paid and which will be reimbursed from the proceeds of Obligations is the General Fund of the Borrower.

Section 3. Reasonable Expectations. The Borrower does not expect any other funds (including the money advanced to make the Capital Expenditures that are to be reimbursed), to be reserved, allocated on a long-term basis, or otherwise set aside by the Borrower or any other entity affiliated with the Borrower, with respect to the Capital Expenditures described in Section 2(b) hereof.

Section 4. Effective Date. This Resolution shall be effective from and after its date of adoption.

Adopted at a duly convened meeting of the Board of Education of Fayette County, Kentucky on November 8, 2021.

BOARD OF EDUCATION OF FAYETTE
COUNTY, KENTUCKY

By _____
Chairperson

Attest:

Secretary

CERTIFICATE

I, the undersigned Secretary of the Board of Education of Fayette County, Kentucky, certify that the foregoing is a true and correct copy of a Resolution passed at a duly convened meeting of the Board held on November 8, 2021, at which a quorum was present, and that said Resolution has not been amended, modified, revoked or repealed and is now in full force and effect, all as appears from the official records of the Board in my custody and under my control.

WITNESS my hand as Secretary of the Board of Education of Fayette County, Kentucky this November 8, 2021.

Secretary



FAYETTE COUNTY PUBLIC SCHOOLS

Demetrus Liggins, PhD
Superintendent

November 3, 2021

**NOTICE OF SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE FAYETTE
COUNTY SCHOOL DISTRICT FINANCE CORPORATION**

The undersigned Secretary of Fayette County School District Finance Corporation (the "Corporation") hereby gives notice to the Board of Directors of the Corporation that a special meeting of the Board of Directors of the Corporation has been called by the Corporation's President. The Fayette County School District Finance Corporation will conduct a meeting on Monday, November 8 at 6:30 P.M., EDT, after Board discussion for the purpose of taking appropriate official action on: (a) approving minutes of the last meeting; (b) approving a resolution authorizing the sale and issuance of School Building Revenue Bonds, Series 2021C in the amount not to exceed \$_____ for (1) financing the construction and equipping of a new middle school located at 2185 Polo Club Boulevard in Lexington, Kentucky and ; (2) paying related costs, such sale and issuance being contingent upon the granting of an approval by the Fayette County Board of Education, and approving a Contract of Lease and Rent with the Board of Education and related documents; and; (c) approving members of Finance Corporation.

The meeting will be live-streamed at fcps.net/virtual meeting for public viewing. In the alternative, pursuant to KRS 61.826(2) (b), the John D. Price Building, 450 Park Place, Room 150 is hereby designated as the primary location of the meeting at which members of the public can also watch the live stream of the video-teleconference meeting.

Sincerely,

Demetrus Liggins, PhD
Secretary

Notice of the special meeting was emailed to the following on November 3, 2021.

Editor, The Courier Journal, News Director, WKYT-TV, Editor, The Lexington Herald-Leader News Director, WTVQ-TV, News Director, WUKY Radio, News Director, WLEX-TV; Jennifer Bolander, Fayette County Board of Education Presidents, F.C.E.A. and 16th District PTA, Lexington Herald-Leader Valarie Honeycutt-Spears, Amber Smith- Spectrum TV, LFUCG info,-Lex Legends, Business Lexington, Charter Communications, Claire Kopsky, Crystal Sicard (Charter), David Bivona; Hamburg Journal; John Lynch Josh James (UK); Key Newsjournal, Khyati Patel - Spectrum 1; Kristy Wheeler; La Voz; Magazine, Mary Meehan; Spanish radio, Spectrum News 1, Stu Johnson; The Lane

AN EQUAL OPPORTUNITY SCHOOL DISTRICT

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

Superintendent Demetrus Liggins, PhD

450 Park Place, Lexington, Kentucky 40511 • Phone: 859.381.4100 • www.fcps.net

Report (biz), Timothy Meredith (Charter), TV channel 18, TV channel 27, TV channel 36; Valarie Honeycutt Spears, Wave3, WLAP radio, WUKY, WUKY radio, WVLK radio; & Fox 56 WDKY

BOND RESOLUTION

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE FAYETTE COUNTY SCHOOL DISTRICT FINANCE CORPORATION AUTHORIZING THE SALE AND ISSUANCE OF SCHOOL BUILDING REVENUE BONDS, SERIES 2021C, FOR THE PURPOSES OF FINANCING THE CONSTRUCTION AND EQUIPPING OF A NEW MIDDLE SCHOOL AND PAYING RELATED COSTS; PROVIDING FOR THE CREATION OF A FUND TO PAY THE INTEREST ON AND PRINCIPAL OF THE SERIES 2021C BONDS AS AND WHEN THEY BECOME DUE; AUTHORIZING THE EXECUTION OF A LEASE OF CERTAIN SCHOOL PROPERTIES TO THE BOARD OF EDUCATION OF FAYETTE COUNTY; PROVIDING FOR A PUBLIC, COMPETITIVE SALE OF THE SERIES 2021C BONDS; AND AUTHORIZING RELATED DOCUMENTS AND ACTIONS.

Adopted November 8, 2021

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A RESOLUTION OF THE BOARD OF DIRECTORS OF THE FAYETTE COUNTY SCHOOL DISTRICT FINANCE CORPORATION AUTHORIZING THE SALE AND ISSUANCE OF SCHOOL BUILDING REVENUE BONDS, SERIES 2021C, FOR THE PURPOSES OF FINANCING THE CONSTRUCTION AND EQUIPPING OF A NEW MIDDLE SCHOOL AND A NEW ELEMENTARY SCHOOL AND PAYING RELATED COSTS; PROVIDING FOR THE CREATION OF A FUND TO PAY THE INTEREST ON AND PRINCIPAL OF THE SERIES 2021C BONDS AS AND WHEN THEY BECOME DUE; AUTHORIZING THE EXECUTION OF A LEASE OF CERTAIN SCHOOL PROPERTIES TO THE BOARD OF EDUCATION OF FAYETTE COUNTY; PROVIDING FOR A PUBLIC, COMPETITIVE SALE OF THE SERIES 2021C BONDS; AND AUTHORIZING RELATED DOCUMENTS AND ACTIONS.

PREAMBLE

WHEREAS, all capitalized terms used in this preamble shall have the meanings set forth in **EXHIBIT A** attached hereto; and

WHEREAS, the Board of Education of Fayette County, Kentucky has directed the Fayette County School District Finance Corporation to finance the construction and equipping of a new middle school located at 2185 Polo Club Boulevard in Lexington, Kentucky which is within the boundaries of the Fayette County School District (the "Project"); and

WHEREAS, the Corporation will assist in providing funds to pay costs (to the extent not otherwise provided to be paid) of the construction and equipping of the Project, and the plans and specifications of the construction and equipping of the Project have been filed in the office of the Board of Education and approved by the Board of Education and by the State Department of Education; and

WHEREAS, the Board of Education has caused or will cause the title to the Project and its site to be conveyed to the Corporation and the Board of Education has agreed to continue to use and to occupy the Project pursuant to the terms of a Contract of Lease and Rent as hereinafter provided, and said instrument has been examined and is now found and declared to be in conformity with statutory requirements; and

WHEREAS, in order to pay the costs of the construction and equipping and related costs of the Project, it has been determined to be necessary to issue the Series 2021C Bonds, all pursuant to and as permitted by KRS Sections 162.120 through 162.300 and KRS 162.385.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE FAYETTE COUNTY SCHOOL DISTRICT FINANCE CORPORATION AS FOLLOWS:

Section 1. Affirmation Of Preamble Recitals; Authorization Of Series 2021C Bonds.

All statements and recitals set forth in the preamble of this Resolution are hereby affirmed and adopted as a part of this Resolution.

For the purposes recited in the preamble hereof and pursuant to the Constitution and laws of the Commonwealth, particularly KRS 162.120 through 162.300 and KRS 162.385, there are hereby authorized to be issued Series 2021C Bonds in an aggregate principal amount not to exceed \$_____ provided that such aggregate principal amount offered for sale may be increased or decreased by any amount (in \$5,000 denominations) so long as the maximum principal amount authorized hereunder is not exceeded upon the sale of the Series 2021C Bonds, by the Corporation's Financial Advisor, acting on the Corporation's behalf, as hereinafter provided in Section 16 hereof.

Section 2. Description Of Series 2021C Bonds.

(a) Payment Of Principal And Interest; Other Provisions. The Series 2021C Bonds shall be dated the date of original issuance and delivery and shall bear interest payable on each June 1st and December 1st, beginning June 1, 2022, to maturity or redemption and payment of the Series 2021C Bonds. Interest on each Series 2021C Bond not registered in Book-Entry Form to a Securities Depository shall be paid by check drawn upon the Paying Agent and Bond Registrar, to be designated as hereinafter described, and mailed to each Registered Holder at the address of such Registered Holder as it appears on the registration books of the Paying Agent and Bond Registrar. Old National Wealth Management, Evansville, Indiana, or such other bank or trust company as the Treasurer of the Corporation shall select, is hereby designated and appointed as the Paying Agent and Bond Registrar.

The principal of the Series 2021C Bonds not registered in Book-Entry Form to a Securities Depository shall be payable to the respective Registered Holders without exchange or collection charges, in lawful money of the United States of America, upon their presentation and surrender as they respectively become due and payable, whether at maturity or by prior redemption, at the designated office of the Paying Agent and Bond Registrar. The Series 2021C Bonds shall be issued and reissued by the Paying Agent and Bond Registrar from time to time only as fully registered bonds without coupons in the denominations of \$5,000 and any integral multiple thereof, as hereinafter provided. Unless the Corporation shall otherwise direct, the Series 2021C Bonds shall be numbered separately from 1 upward.

Principal of and interest on Series 2021C Bonds registered in Book-Entry Form in the name of the Securities Depository or the Securities Depository Nominee shall be payable by wire transfer from the Paying Agent and Bond Registrar to the Securities Depository or its Securities Depository Nominee.

The Series 2021C Bonds shall bear interest at a rate or rates to be established by the Corporation on the basis of competition after the Series 2021C Bonds are offered for sale at an advertised, public, competitive sale as hereinafter provided. The Record Date is to be used for the purpose of determining the Registered Holder to whom interest shall be payable on the next

succeeding interest payment date, and the Paying Agent and Bond Registrar may treat for such purpose the person in whose name any Series 2021C Bond is registered on the Record Date as the Registered Holder thereof. Interest shall be computed on the basis of a year of 360 days consisting of twelve 30-day months.

The Series 2021C Bonds shall mature and/or be subject to mandatory redemption on December 1 of the years 2022 through 2041, in such principal amounts, and shall bear interest payable semiannually on June 1 and December 1 of each year at an interest rate or rates to be fixed by the Corporation as a result of the advertised sale of the Bonds.

All of the Series 2021C Bonds, together with interest thereon, shall be payable only out of the Sinking Fund, hereinafter created, and shall be a valid claim of the Registered Holder thereof only against the Sinking Fund and the revenues of the Project pledged to the Sinking Fund.

(b) Series 2021C Bonds Issued In Book-Entry Form. The Series 2021C Bonds shall initially be issued in Book-Entry Form and registered in the name of the Securities Depository or the Securities Depository Nominee as provided in this Section 2(b). Except when the Series 2021C Bonds are no longer issued in Book-Entry Form as provided below in this Section 2(b), the Series 2021C Bonds shall be registered in the name of the Securities Depository or the Securities Depository Nominee, and ownership thereof shall be maintained in Book-Entry Form by the Securities Depository for the account of the Participants thereof. Initially, the Series 2021C Bonds shall be registered in the name of Cede & Co., as the nominee of The Depository Trust Company, which shall be the initial Securities Depository. Each of the Corporation's President, Treasurer, or Secretary is authorized to approve and execute on the Corporation's behalf a letter of representations or other appropriate instrument with The Depository Trust Company (to which the Paying Agent and Bond Registrar may also be a party) relating to the issuance and administration of the Series 2021C Bonds in Book-Entry Form.

Except when the Series 2021C Bonds are no longer issued in Book-Entry Form as provided below in this Section 2(b), the Series 2021C Bonds may be transferred, in whole but not in part, only to the Securities Depository or the Securities Depository Nominee, or to a successor Securities Depository selected or approved by the Corporation or to a nominee of such successor Securities Depository.

As to any Series 2021C Bond, the person in whose name the Series 2021C Bond shall be registered shall be the Registered Holder and the absolute owner thereof for all purposes, and payment of or on account of the principal of and interest on any such Series 2021C Bond shall be made only to or on the order of the Registered Holder thereof or its legal representative.

Neither the Corporation nor the Paying Agent and Bond Registrar shall have any responsibility or obligation with respect to:

(i) the accuracy of the records of the Securities Depository or any Participant with respect to any beneficial ownership interest in the Series 2021C Bonds;

(ii) the delivery to any Participant, any beneficial owner of the Series 2021C Bonds, or any other person, other than the Securities Depository, of any notice with respect to the Series 2021C Bonds; or

(iii) the payment to any Participant, any beneficial owner of the Series 2021C Bonds, or any other person, other than the Securities Depository, of any amount with respect to the principal or interest on the Series 2021C Bonds.

So long as any Series 2021C Bonds are registered in Book-Entry Form, the Corporation and the Paying Agent and Bond Registrar may treat the Securities Depository as, and deem the Securities Depository to be, the absolute owner and the Registered Holder of such Series 2021C Bonds for all purposes whatsoever, including:

- (i) the payment of principal and interest on the Series 2021C Bonds;
- (ii) giving notices of redemption and other matters with respect to the Series 2021C Bonds;
- (iii) registering transfers with respect to the Series 2021C Bonds;
- (iv) selection of Series 2021C Bonds for redemption; and
- (v) for purposes of obtaining any consents under this Resolution.

If at any time the Securities Depository notifies the Corporation that it is unwilling or unable to continue as Securities Depository with respect to the Series 2021C Bonds, or if at any time the Securities Depository shall no longer be registered or in good standing under the Securities Exchange Act or other applicable statute or regulation and a successor Securities Depository is not appointed by the Corporation within ninety days after the Corporation receives notice or becomes aware of such condition, as the case may be, then this Section 2(b) shall no longer be applicable and the Corporation shall execute and the Paying Agent and Bond Registrar shall authenticate and deliver certificates representing the Series 2021C Bonds to the Registered Holders.

Payment of principal of and interest on any Series 2021C Bonds not registered in Book-Entry Form shall be made as provided in Section 2(a) hereof.

Section 3. Redemption Of Series 2021C Bonds.

(a) Mandatory Sinking Fund Redemption. If the successful bidder and original purchaser of the Series 2021C Bonds so elects in accordance with the provisions of Section 16 hereof and as may be provided in the official action of the Corporation's President, Treasurer, or Secretary awarding the Series 2021C Bonds to such original purchaser, the Series 2021C Bonds stated to mature on the maturity dates set out in the successful bid of such original purchaser shall be combined to comprise the maturities of Term Bonds as set out in said successful bid and in said official action; and such Term Bonds shall be subject to mandatory redemption in part, at the selection of the Paying Agent and Bond Registrar by lot in such manner as the Paying Agent and Bond Registrar may determine, from moneys in the Sinking Fund on each applicable December 1st at par plus accrued interest to the redemption date, according to the mandatory sinking fund redemption schedule or schedules set out in said official action.

(b) Optional Redemption. The Series 2021C Bonds shall be subject to optional redemption by the Corporation, at its option, in whole or in part at any time or times in any order of maturity (less than all of a single maturity to be selected by lot in such manner as the Paying Agent and Bond Registrar may determine) at the redemption price of 100% of the principal amount thereof plus accrued interest to the redemption date. The optional redemption date shall be determined by the Treasurer of the Corporation and set forth in the Official Terms and Conditions of Bond Sale for the Series 2021C Bonds.

The Series 2021C Bonds being optionally redeemed shall be called for redemption by the Paying Agent and Bond Registrar as herein provided upon receipt by the Paying Agent and Bond Registrar at least thirty-five days before the redemption date of a certificate of the Corporation or the Board of Education specifying the principal amount and maturities of the Series 2021C Bonds so to be called for redemption and the applicable redemption price or prices.

(c) Other Redemption Provisions. The Paying Agent and Bond Registrar shall cause notice of the call for any redemption, identifying the Series 2021C Bonds or portions thereof (\$5,000 or any integral multiple thereof) to be redeemed, to be sent by first class mail at least thirty days but no more than sixty days before the date fixed for redemption to the Registered Holder of each Series 2021C Bond to be redeemed at the address shown on the registration books maintained by the Paying Agent and Bond Registrar. Failure to give such notice by mailing or any defect therein in respect of any Series 2021C Bond shall not affect the validity of any proceedings for the redemption of any other Series 2021C Bond. Any notice mailed as provided in this Section 3(c) shall be conclusively presumed to have been duly given, irrespective of whether the Registered Holder receives the notice.

In the case for an optional redemption pursuant to this Section, the notice of redemption may state (i) that it is conditioned upon the deposit of moneys, in an amount equal to the amount necessary to effect the redemption, with the Registrar no later than the redemption date or (ii) that the Corporation retains the right to rescind such notice on or prior to the scheduled redemption date (in either case, a "Conditional Redemption"), and such notice and optional or

extraordinary redemption shall be of no effect if such moneys are not so deposited or if the notice is rescinded in writing, and disseminated to each Owner in accordance with the procedures set forth in this Section, no later than 7 days prior to the redemption date.

Upon the giving of notice and the deposit of adequate funds in the Sinking Fund for redemption of Series 2021C Bonds, interest on the Series 2021C Bonds or portions thereof so called for redemption shall cease to accrue after the date fixed for redemption. No payment of principal or interest shall be made by the Paying Agent and Bond Registrar upon any Series 2021C Bond or portion thereof called for redemption until such Series 2021C Bond or portion thereof shall have been delivered to the Paying Agent and Bond Registrar for payment or cancellation, or the Paying Agent and Bond Registrar shall have received the items required by Section 6 hereof with respect to any mutilated, lost, stolen, or destroyed Series 2021C Bond.

A portion of any Series 2021C Bond subject to redemption may be redeemed, but Series 2021C Bonds shall be redeemed only in the principal amount of \$5,000 each or any integral multiple thereof. Upon surrender of any Series 2021C Bond for redemption in part only, the Corporation shall execute and the Paying Agent and Bond Registrar shall register, authenticate, and deliver to the holder thereof, within a period of three days from surrender of such Series 2021C Bond to the Paying Agent and Bond Registrar, at the Corporation's expense, a new Series 2021C Bond or Series 2021C Bonds of the same maturity, of authorized denominations, and in aggregate principal amount equal to the unredeemed portion of the Series 2021C Bond surrendered.

With reference to Section 16 hereof, if the date of competitive sale of the Series 2021C Bonds (presently contemplated to be December 9, 2021) is postponed and rescheduled for a later time in calendar year 2022 (through December 31, 2022), the Corporation's President, Treasurer, or Secretary shall be authorized to act on the Corporation's behalf in adjusting, upon the advice of the Financial Advisor, some or all of the foregoing terms and provisions of the Series 2021C Bonds, including the date of the Series 2021C Bonds, the principal maturity schedule and the optional redemption dates, and the related terms and provisions of the Contract of Lease and Rent.

Section 4. Execution Of Series 2021C Bonds; Limited Obligation. The Series 2021C Bonds shall be executed on the Corporation's behalf by the manual or reproduced facsimile signature of its President and shall have impressed or imprinted thereon either a true impression or a reproduced facsimile of the Corporation's official seal and shall be attested with the manual or reproduced facsimile signature of its Secretary. An authorized facsimile signature shall have the same force and effect as a manual signature. In case any officer of the Corporation whose signature or a facsimile of whose signature shall appear on the Series 2021C Bonds shall cease to be such officer before the delivery of such Series 2021C Bonds, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

The Series 2021C Bonds are not and shall never in any event become general obligations of the Corporation or the Board of Education but are special and limited obligations of the Corporation payable solely from the Sinking Fund as hereinafter provided, and the Sinking Fund and the revenues of the Project are hereby specifically assigned and pledged to the Bondholders for the amortization of the Series 2021C Bonds in the manner and to the extent provided herein. The Series 2021C Bonds and the interest thereon shall never constitute a debt, indebtedness or pledge of the faith and credit of the Corporation or the Board of Education within the meaning of any provision or limitation of the Constitution or statutes of the Commonwealth, and shall not constitute or give rise to a pecuniary liability of the Corporation or the Board of Education or a charge against the general credit of either or against the taxing power of the Board of Education. The Corporation shall not be obligated to pay the principal of the Series 2021C Bonds or the interest thereon or other costs incident thereto except from the revenues and amounts pledged therefor.

Section 5. Form Of Series 2021C Bonds. The Series 2021C Bonds shall be issued only in the form of bonds registered as to payment of both principal and interest in substantially the following form, with necessary and appropriate variations, omissions, and insertions as permitted or required by this Resolution, set forth at **EXHIBIT B** attached hereto.

Section 6. Mutilated, Lost, Stolen, Or Destroyed Series 2021C Bonds. If any Series 2021C Bond is mutilated, lost, stolen, or destroyed, the Corporation may execute and the Paying Agent and Bond Registrar may authenticate and deliver a new Series 2021C Bond of like series, date, maturity, and denomination as that mutilated, lost, stolen, or destroyed; provided that, in the case of any mutilated Series 2021C Bond, such Series 2021C Bond shall first be surrendered to the Paying Agent and Bond Registrar, and in the case of any lost, stolen, or destroyed Series 2021C Bond, there shall be first furnished to the Corporation and the Paying Agent and Bond Registrar evidence of such loss, theft, or destruction satisfactory to them and such indemnity as the Corporation and the Paying Agent and Bond Registrar may require. If any such Series 2021C Bond shall have matured, in lieu of issuing a duplicate Series 2021C Bond, the Corporation may pay the same without surrender thereof. The Corporation and the Paying Agent and Bond Registrar may charge the holder or owner of such Series 2021C Bond their reasonable fees and expenses in this connection.

Section 7. Registration, Authentication, Transfer, And Exchange Of Series 2021C Bonds. So long as any Series 2021C Bonds remain outstanding, the Paying Agent and Bond Registrar shall keep and maintain at its designated office, complete registration books for the Series 2021C Bonds and shall provide for the registration and transfer of Series 2021C Bonds in accordance with the terms of this Resolution. Each Series 2021C Bond shall be authenticated by the Paying Agent and Bond Registrar. Except as may be otherwise provided in Section 2(b) hereof for Series 2021C Bonds registered in Book-Entry Form in the name of the Securities Depository or the Securities Depository Nominee, each Series 2021C Bond shall be transferable only upon the presentation and surrender thereof at the principal office of the Paying Agent and Bond Registrar, duly endorsed for transfer or accompanied by an assignment duly executed by the Registered Holder or his authorized representative. Upon receipt of any such Series 2021C Bond, duly

endorsed for transfer or accompanied by any assignment for transfer, the Paying Agent and Bond Registrar shall transfer such Series 2021C Bond within a period of three days by reissuing such Series 2021C Bond, duly executed by the Corporation and authenticated by the Paying Agent and Bond Registrar, and delivering the same to the new Registered Holder thereof forthwith.

The Paying Agent and Bond Registrar shall not be required to transfer or exchange any Series 2021C Bond (a) during any period beginning five days before the selection by the Paying Agent and Bond Registrar of Series 2021C Bonds to be redeemed before maturity and ending on the date of mailing of notice of any such redemption or (b) if such Series 2021C Bond has been selected or called for redemption in whole or in part.

Except as may be otherwise provided in Section 2(b) hereof for Series 2021C Bonds registered in Book-Entry Form in the name of the Securities Depository or the Securities Depository Nominee, each Series 2021C Bond shall be exchangeable upon the presentation and surrender thereof at the designated office of the Paying Agent and Bond Registrar for a Series 2021C Bond or Series 2021C Bonds of the same maturity, in the denomination of \$5,000 or an integral multiple thereof, in an aggregate principal amount or amounts equal to the unpaid principal amount of the Series 2021C Bond or Series 2021C Bonds presented for exchange. The Paying Agent and Bond Registrar shall and is hereby authorized to authenticate and deliver Series 2021C Bonds delivered in exchange for surrendered Series 2021C Bonds in accordance herewith. Each Series 2021C Bond delivered in exchange for a surrendered Series 2021C Bond shall constitute an original contractual obligation of the Corporation and shall be entitled to the benefits and security of this Resolution to the same extent as the Series 2021C Bond or Series 2021C Bonds in lieu of which any Series 2021C Bond is delivered in exchange. Any Series 2021C Bonds surrendered for exchange shall be cancelled by the Paying Agent and Bond Registrar and the Paying Agent and Bond Registrar shall maintain a complete record of all exchanges, transfers and cancellations of Series 2021C Bonds and shall make a report thereof to the Corporation on not less than an annual basis.

Except as may be otherwise provided in Section 2(b) hereof for Series 2021C Bonds registered in Book-Entry Form in the name of the Securities Depository or the Securities Depository Nominee, no service charge or other transfer fee shall be charged to any Bondholder in connection with any transfer or exchange of a Series 2021C Bond. However, the Registered Holder of any Series 2021C Bond may be required to pay an amount equal to any tax or other governmental charge, if any, that may be imposed in connection with the transfer or exchange of any Series 2021C Bond.

Section 8. Destruction of Series 2021C Bonds. Whenever any outstanding Series 2021C Bond shall be delivered to the Paying Agent and Bond Registrar for cancellation thereof pursuant to this Resolution, upon payment of the principal amount or interest represented thereby or for replacement or exchange, such Series 2021C Bonds, following such replacement or exchange, shall be promptly cancelled and destroyed by the Paying Agent and Bond Registrar and counterparts of a certificate of destruction evidencing such destruction shall be furnished by the Paying Agent and Bond Registrar to the Corporation.

All Series 2021C Bonds which have been redeemed shall not be reissued but shall be cancelled and destroyed by the Paying Agent and Bond Registrar in accordance with this Section 8.

Section 9. Appointment And Duties Of Paying Agent And Bond Registrar. The Corporation hereby appoints Old National Wealth Management, Evansville, Indiana, or such other bank or trust company as the Treasurer of the Corporation shall select, as Paying Agent and Bond Registrar for the Series 2021C Bonds. Pursuant to a Paying Agency Agreement, the Paying Agent and Bond Registrar shall maintain a complete and current record of each Series 2021C Bond issued, the name and address of each Registered Holder of any Series 2021C Bonds, and such additional information as may be required for compliance with applicable laws and regulations. The Paying Agent and Bond Registrar will also make all payments of interest on the Series 2021C Bonds and pay principal on the Series 2021C Bonds as herein provided.

The recitals of fact herein and in the Series 2021C Bonds contained shall be taken as the statements of the Corporation and the Paying Agent and Bond Registrar assumes no responsibility for the correctness of the same. The Paying Agent and Bond Registrar makes no representations as to the validity or sufficiency of this Resolution or of any Series 2021C Bonds issued hereunder or in respect of the security afforded by this Resolution, and the Paying Agent and Bond Registrar shall not incur any responsibility in respect thereof. The Corporation shall, however, be responsible for its representations contained in the Series 2021C Bonds. The Paying Agent and Bond Registrar shall not be under any responsibility or duty with respect to the issuance of the Series 2021C Bonds for value or the application of the proceeds thereof or the application of any moneys paid to the Corporation. The Paying Agent and Bond Registrar shall be under no obligation or duty to perform any act which would involve it in expense or liability or to institute or defend any suit in respect hereof, or to advance any of its own moneys, unless properly indemnified. The Paying Agent and Bond Registrar shall be protected in acting upon any notice, resolution, request, consent, order, certificate, report, opinion, bond, or other paper or document reasonably believed by it to be genuine, and to have been signed or presented by the proper party or parties. The Paying Agent and Bond Registrar may consult with counsel, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith. Whenever the Paying Agent and Bond Registrar shall deem it necessary or desirable that a matter be proved or established before taking or suffering any action hereunder, including payment of moneys out of any fund, such matter (unless other evidence in respect thereof be herein specifically prescribed) may be deemed to be conclusively proved and established by a certificate signed by an authorized officer of the Corporation and such certificate shall be full warrant for any action taken or suffered in good faith under the provisions of this Resolution upon the faith thereof, but in its discretion the Paying Agent and Bond Registrar may in lieu thereof accept other evidence of such fact or matter or may require such further or additional evidences as to it may seem reasonable. Except as otherwise expressly provided herein, any request, order, notice, or other direction required or permitted to be furnished pursuant to any provision hereof by the Corporation to the Paying Agent and Bond Registrar shall be sufficiently executed if executed in the Corporation's name by its President, Secretary, or Treasurer. The Paying Agent and Bond

Registrar may execute any of its trusts or powers and perform any of its duties under this Resolution by or through attorneys, agents or employees.

The Corporation shall pay to the Paying Agent and Bond Registrar from time to time reasonable compensation for all services rendered under this Resolution and the Paying Agency Agreement, and also all reasonable expenses, charges, counsel fees, and other disbursements, including those of its attorneys, agents, and employees, incurred in and about the performance of their powers and duties under this Resolution. The Corporation further agrees to indemnify and hold the Paying Agent and Bond Registrar harmless against any losses, claims, damages, fines, penalties, expenses (including reasonable attorneys' fees and expenses), and liabilities that the Paying Agent and Bond Registrar may incur in the exercise and performance of its powers and duties hereunder, and which are not due to its negligence or willful misconduct. This indemnification shall survive the termination of this Resolution.

The Paying Agent and Bond Registrar may become the owner of any Series 2021C Bonds, with the same rights it would have if it were not the Paying Agent and Bond Registrar. The Paying Agent and Bond Registrar and any other fiduciary may act as depository for, or permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of Bondholders or to effect or aid in any reorganization growing out of the enforcement of the Series 2021C Bonds or this Resolution, whether or not any such committee shall represent the holders of a majority in principal amount of the Series 2021C Bonds then outstanding.

Any entity into which the Paying Agent and Bond Registrar may be merged or converted or with which it may be consolidated or any entity resulting from any merger, conversion, or consolidation to which it shall be a party or any entity to which the Paying Agent and Bond Registrar may sell or transfer all or substantially all of its banking and corporate trust business, provided such entity shall be authorized by law to perform all the duties imposed upon it by this Resolution, shall be the successor to the Paying Agent and Bond Registrar without the execution or filing of any paper or the performance of any further act, anything herein to the contrary notwithstanding.

Section 10. Lease Of Project; Funds. Upon the issuance of the Series 2021C Bonds, the Project located on the site in the Fayette County School District described in Appendix A to the Contract of Lease and Rent shall for the purpose of this Resolution be leased, rented, and occupied as a revenue-producing undertaking on a rental year basis commencing on the date of the issuance of the Series 2021C Bonds and thereafter on December 1st of each year and ending on each succeeding last day of November, and the revenues from such lease, rental, and occupancy, including specifically the revenues from the Contract of Lease and Rent with the Board of Education hereinafter described, shall be set aside and held apart from all other funds of the Corporation and shall be apportioned, as follows:

(a) The Corporation hereby establishes with the Paying Agent and Bond Registrar a fund to be known as the "Fayette County School District Finance Corporation School

Building Revenue Bond and Interest Redemption Fund, Series 2021C", into which there shall be paid and set aside all or such portion of the revenues from the Project as will be sufficient to pay the interest on and principal of the Series 2021C Bonds as the same are scheduled to become due. All sums received as accrued interest in the issuance of the Series 2021C Bonds, if any, shall be paid into the Sinking Fund. It is hereby determined that the amount to be annually set aside from the revenues as aforesaid and paid into the Sinking Fund during each rental year for the purpose of paying the interest on and principal of the Series 2021C Bonds shall be the sum required to pay the interest coming due on the Series 2021C Bonds on June 1st of such rental year, together with the principal amount of the Series 2021C Bonds due to be paid on December 1st in the rental year plus the interest coming due on said date, based upon the interest rate or rates applicable to the Series 2021C Bonds.

The amount by which any such payment into the Sinking Fund in any rental year may exceed the aggregate amount of interest on and principal of the Series 2021C Bonds may be held therein as a reserve for subsequent annual interest and principal requirements. No further payments need to be made into the Sinking Fund whenever and so long as such amount of the Series 2021C Bonds payable therefrom shall have been retired such that the amount then held in the Sinking Fund is equal to the entire amount required to accomplish retirement of all of the Series 2021C Bonds then remaining outstanding and to pay all interest to accrue thereon, and including the amount of any additional interest incident to redemption, in the event it is desired that any of said outstanding Series 2021C Bonds be redeemed before stated maturities as herein provided.

If, in any year, the Corporation shall, for any reason, fail to pay into the Sinking Fund the full amount above stipulated, then an amount equivalent to such deficiency shall be set apart and paid into the Sinking Fund from the first available revenues of the Project for the following year or years and the same shall be in addition to the amount otherwise herein provided to be so set apart and paid during such succeeding year or years.

All moneys held in the Sinking Fund, as aforesaid, shall be deposited with the Paying Agent and Bond Registrar, or any successor thereto, and to the extent that such moneys shall cause deposits of the Corporation in said bank to exceed the amount insured by the Federal Deposit Insurance Corporation or any agency thereof, such deposits shall be continuously secured by a valid pledge of bonds or notes of the United States Government having at all times an equivalent market value, or shall at the direction of the Board of Education, acting through the Board of Education's Director of Financial Services or Treasurer, be invested:

- (i) in direct obligations of the United States;
- (ii) in obligations fully guaranteed as to both principal and interest by the United States, having a maturity date before the date when the sums invested will be needed for meeting interest and principal payments;

(iii) money market funds composed of obligations described in (i) or (ii) above and rated at least AAA (or the equivalent thereof) by Moody's Investors Service, Inc., or Standard & Poor's Ratings Services;

(iv) in bank time deposits on an interest-bearing basis, evidenced by certificates of time deposit (issued in the name of the Sinking Fund and delivered into the custody of the Paying Agent and Bond Registrar), secured at all times by a valid pledge on the part of the issuer of said certificates of time deposit of obligations described in (i) or (ii) above having at all times during the continuance of each certificate a current market value (exclusive of accrued interest) at least equal to the full amount of such certificate. The custody of such obligations, whether actual or constructive, shall be in a financial institution other than the issuer of the certificate of time deposit in question. All such certificates of time deposit shall be issued so that the same may be reconverted into cash and deposited in the Sinking Fund as and when required to pay maturing principal and interest payments; or

(v) in such other investments as may be authorized by law including those authorized by KRS 66.480, which specifically include, without limitation, certain collateralized repurchase agreements and forward purchase agreements.

All income from the investment of the Sinking Fund or any portion thereof shall be deposited as received into the Sinking Fund and constitute a part thereof, and to the extent thereof may be used as a credit to the then, or any future, deposit required to be made hereunder by the Corporation into the Sinking Fund.

The annual rental payments so required shall be made in semiannual installments on or before the 1st day of June and December of the respective rental years, the first such payment to be made on or before June 1, 2022. If the Board of Education fails to make a rental payment when due, the Paying Agent and Bond Registrar shall notify the Kentucky Department of Education of such failure.

The Sinking Fund shall be used solely and only and is hereby pledged for the purpose of paying interest on and principal of the Series 2021C Bonds as the same become due.

(b) Out of the balance of the revenue remaining after the payments into the Sinking Fund described above, there shall be set aside into a Maintenance Fund whatever amount may be necessary and is not otherwise provided for the proper maintenance of the Project and to continuously insure the Project against loss or damage by fire, lightning, windstorm, or other calamity, in the amount of their full insurable value.

Such insurance shall be for the use and benefit of the holder or holders of any Series 2021C Bond or Series 2021C Bonds, it being the Corporation's intention to provide that insurance shall be carried which shall be at all times equal to at least the full insurable value of the Project.

Section 11. Contract Of Lease And Rent. The Corporation hereby covenants and agrees with the Bondholders that it will faithfully and punctually perform all duties with

reference to the Project required by the Constitution and laws of the Commonwealth, including the making of reasonable and sufficient rentals for services rendered thereby, and will segregate said revenues and make application thereof to the respective funds created by this Resolution. The Corporation and its Board of Directors further irrevocably covenant, bind, and obligate themselves to perform all duties imposed upon them by the Constitution and statutes of the Commonwealth in relation to maintaining the Project. It is the Corporation's declared intention to continue to lease the Project to the Board of Education for an extended period of years, as provided in the Board of Education Resolution, along with the proposed Contract of Lease and Rent, appended thereto, together with the form of this Resolution, have been previously submitted to the Corporation's Board of Directors. The Board of Education Resolution and the Contract of Lease and Rent, in substantially the form so submitted, are hereby accepted, approved, and made a part hereof; and either the President or the Vice President is hereby authorized to execute the Contract of Lease and Rent for and on behalf of the Corporation. The Corporation further binds and obligates itself not to sell, mortgage, or in any manner dispose of the Project, including any and all additions that may be made thereto, except as specifically permitted and provided by this Resolution, until all the Series 2021C Bonds shall have been paid in full, both as to principal and interest. The Corporation further covenants and agrees with the Bondholders to maintain the Project in good condition and to charge and collect rents for services rendered thereby so that the gross revenues will be sufficient at all times to provide for the payment of the interest on and the principal of the Series 2021C Bonds, as and when they mature, and to pay the maintenance cost of the Project, including the cost of insurance, as hereinabove provided.

The Contract of Lease and Rent reserves to the Board of Education the right and option to prepay rent and thereby purchase from the Corporation any of the respective Project and to obtain a reconveyance thereof by the Corporation to the Board of Education free and clear of all liens and encumbrances provided by KRS 162.200 and herein recognized, upon the condition that a sum sufficient to retire a commensurate amount of Series 2021C Bonds then outstanding is paid in full, subject, however, to any applicable restrictions that may hereafter be provided in the issuance of school building revenue bonds for properties constituting the Project.

Section 12. Statutory Mortgage Lien; Releases And Conveyances. For the further protection of the Bondholders, a statutory mortgage lien upon the Project is granted and created by KRS 162.200, which lien is hereby recognized and declared to be valid and binding upon the delivery of the Series 2021C Bonds; provided, however, that the Corporation shall have the right to erect or construct upon the Project' sites described in the Contract of Lease and Rent structures and improvements to be used, leased and operated by the Board of Education and to issue bonds on a parity with the Series 2021C Bonds to finance said structures and improvements which will be secured by the statutory mortgage lien upon the Project. Notwithstanding the foregoing, said statutory mortgage lien is and shall be restricted in its application to those portions of the Project' sites physically occupied thereby, and such easements and rights-of-way for ingress, egress, and the rendering of services thereto as may be necessary for the proper use and maintenance of the same, the right being hereby reserved to erect or construct upon the Project' sites described in the Contract of Lease and Rent other structures and improvements free and clear of said statutory

mortgage lien, even though the same are connected by using as party walls one or more walls of structures which are subject to said mortgage lien, providing the same are capable of use as separate entities in themselves and have their own outside entrances, and providing no part of the costs of said additional structures and improvements are paid from the proceeds of the Series 2021C Bonds or any parity bonds.

The Corporation reserves the right (at the request of the Board of Education) to release or convey, with or without consideration, free of the statutory mortgage lien herein created securing the Series 2021C Bonds, such easements, rights-of-way, licenses, or other rights over, upon, or beneath the surface of the land herein described as may reasonably be required for roads, utilities, drainage, or other public purposes, provided (a) no such release or conveyance shall interfere with the ownership and efficient operation of the Project (and the actual land on which they are located); (b) ingress to and egress from the Project shall not thereby be impaired; and (c) there shall be no reduction of the rentals otherwise required under the Contract of Lease and Rent.

Any holder of the Series 2021C Bonds, by suit, action, mandamus, or other proceedings, either at law or in equity, may enforce and compel the performance of all duties required by the Constitution and the statutes of the Commonwealth, including the charging and collection of sufficient rents and the segregation of revenues and income and the application thereof, and may by such action compel the performance of all duties imposed in the operation of an adequate school system as provided by law, but only insofar as the failure to perform such duties would or could affect the interests of any holder or holders of any Series 2021C Bond or Series 2021C Bonds.

If there is any default in the payment of the principal of or interest on any Series 2021C Bond, then upon the filing of suit by any holder of the Series 2021C Bonds any court having jurisdiction of the action may appoint a receiver to administer the Project on behalf of the Corporation or the Board of Education, with power to charge and collect rents sufficient to provide for the payment of any Series 2021C Bond outstanding, and for the payment of the operating expenses, and to apply the income and revenues in conformity with this Resolution and the provisions of the previously cited laws of Kentucky.

Section 13. No Priorities Among Series 2021C Bonds. Series 2021C Bonds authorized to be issued hereunder and from time to time outstanding shall not be entitled to priority one over the other in the application of the revenues of the Project or with respect to the statutory mortgage lien securing their payment, regardless of the time or times of their issuance, it being the intention that there shall be no priority among such Series 2021C Bonds regardless of the fact that they may be actually issued and delivered at different times.

Section 14. Additional Series 2021C Bonds. While any of the Series 2021C Bonds or parity bonds herein permitted to be issued are outstanding, the Corporation shall not issue any additional bonds or incur any other obligations payable from the revenues of the Project unless the lien and security of such bonds or other obligations on such revenues and on the Project are made junior and subordinate in all respects to the lien and security of the Series 2021C Bonds;

provided, however, that the Corporation hereby reserves the right and privilege of issuing additional bonds from time to time, payable from the income and revenues of the Project and ranking on a parity with the Series 2021C Bonds, if and to the extent the issuance of such additional parity bonds may be necessary to pay the costs, not otherwise available, of completing the construction, installation, and equipping of structures and improvements upon the Project site in accordance with plans and specifications approved by the Kentucky Department of Education and by the Board of Education, and filed in the office of the Board of Education; but before any such additional bonds ranking on a parity as aforesaid are issued, the issuance thereof shall be approved by the proper officials of the Kentucky Department of Education as required by law, and a supplemental contract of lease and rent shall have been entered into, under which the respective annual rental payments during the term of such additional bonds are increased by the amount of the annual interest and principal requirements of such additional bonds.

Section 15. Receipts and Disbursements. So long as any Series 2021C Bonds are outstanding, the person holding the office of Treasurer of the Board of Education shall be and is hereby designated the person to act on the Corporation's behalf in handling receipts, disbursements, and accounting in connection with the Series 2021C Bonds and the funds created by this Resolution with regard thereto, and the Treasurer of the Board of Education shall not be required to post any additional fiduciary bond unless the bond required to be posted by him or her by the Board of Education does not include his or her duties and responsibilities with regard to the Series 2021C Bonds. Upon evidence of the existence of such bond the Corporation shall accept the receipt of the Treasurer of the Board of Education for such Series 2021C Bond proceeds. The Treasurer of the Board of Education shall keep proper books of records and accounts (separate from all other records and accounts), in which complete and correct entries shall be made of all transactions relating to the Series 2021C Bonds and the Project, and shall furnish on written request of any holder of Series 2021C Bonds, within ninety days after the close of each fiscal year, complete financial statements of the Project in reasonable detail covering such fiscal year.

Section 16. Series 2021C Bond Sale. The Bonds shall be sold at public sale after public notice thereof as required by KRS, and the President and/or the Secretary are hereby authorized and directed to publicize a Notice of Bond Sale in accordance with Kentucky law and in such form as is approved by the Kentucky Department of Education soliciting sealed, competitive bids for the purchase of the Series 2021C Bonds, the same to be received by a designated official of the Kentucky Department of Education or of the Kentucky School Facilities Construction Commission at his or her office in Frankfort, Kentucky, until a specified hour and day, as determined by the President, Treasurer, or Secretary (which time for receipt of bids may be rescheduled by the President or Treasurer, upon the advice of the Financial Advisor, to any date on or before December 31, 2022). The bids theretofore received shall be publicly opened and then considered by the Financial Advisor on the Corporation's behalf, and the best bid or bids, as the case may be, shall be determined by the Financial Advisor, with the approval of an officer of the Board of Education, on the Corporation's behalf.

The Series 2021C Bonds will be awarded to the bidder offering to purchase the Series 2021C Bonds at the lowest true interest cost to the Corporation based on the terms and provisions set forth in the Notice and Official Terms and Conditions of Bond Sale hereinafter described. If two or more bidders offer bids at the same lowest true interest cost and the Corporation wishes to award the Series 2021C Bonds, or a portion thereof as herein provided, the Corporation shall determine by lot which bidder will be awarded such Series 2021C Bonds.

The Corporation reserves the right to adjust by increasing or decreasing the amount of Series 2021C Bonds offered for sale and sold to the best bidder so long as the Series 2021C Bonds do not exceed the maximum aggregate principal amount authorized herein. The Corporation further reserves the right to adjust principal maturities of the Series 2021C Bonds without changing the total amount of Series 2021C Bonds sold. In the event of any such adjustment, no rebidding or recalculating of the bids submitted will be required or permitted.

Bidders shall have the option of specifying that all of the principal amount of Series 2021C Bonds proposed to mature on any two or more consecutive dates may, in lieu of maturing on each of such dates, be Term Bonds scheduled to mature on the latest of such dates and be subject to mandatory sinking fund redemption at par in the manner described in Section 3 hereof on each of the dates and in the principal amounts as set out in said schedule (subject to adjustment as herein provided), except for the principal amount of Series 2021C Bonds scheduled to mature on the date of maturity of the Term Bonds, which shall mature on such date. Bidders may specify one or more of such Term Bonds.

The Notice of Bond Sale shall be made known to the public as required by law in advance of the date stated therein for the opening and consideration of purchase bids, making reference to the Notice and Official Terms and Conditions of Bond Sale and the Preliminary Official Statement hereinafter described.

The Financial Advisor, which will not submit a bid or participate in a syndicate that submits a bid for the Series 2021C Bonds at the public sale thereof, is acting as financial advisor to the Corporation in connection with the issuance of the Series 2021C Bonds and will receive a fee, payable from Series 2021C Bond proceeds, for its services as Financial Advisor.

Upon the occasion of the receipt of bids, and after examination and recommendations by the Financial Advisor, the Financial Advisor, on behalf of and as agent of the Corporation, is hereby authorized to, and the Financial Advisor shall, establish the rates of interest on and the total amount and principal maturities and mandatory sinking fund installments, if any, of the Series 2021C Bonds by completion and execution of the acceptance on the Official Bid Form of the successful bidder or bidders, a copy of which document shall be filed in the official records of the Corporation and the Board of Education, provided that the true interest cost on the Series 2021C Bonds shall not exceed 6% per annum.

If three or more bids for the Series 2021C Bonds are received as a result of the competitive sale, the Successful Purchaser will be required to certify on or before the issue date the reasonably expected initial offering price to the public as of the Sale Date for each Maturity of the Series

2021C Bonds, which prices will represent the prices for each Maturity of the Series 2021C Bonds used by the Successful Purchaser to formulate its bid to purchase the Series 2021C Bonds.

If less than three bids for the Series 2021C Bonds are received as a result of the competitive sale, the Successful Purchaser, by submitting a bid pursuant to the Notice of Bond Sale, shall be deemed to have agreed in writing that the Successful Purchaser will certify on or before the issue date (and provide reasonable supporting documentation for such certification, such as a copy of the pricing wire or equivalent communication) for each Maturity of the Series 2021C Bonds (i) the first price at which at least 10% of each Maturity of the Series 2021C Bonds was sold to the Public, or (ii) that the Successful Purchaser will neither offer nor sell any of the Series 2021C Bonds of each Maturity to any person at a price that is higher than the initial offering price for such Maturity during the Holding Period for such Maturity.

Bids will not be subject to cancellation or withdrawal by the bidder if three bids are not received and the Corporation determines to apply the hold-the-offering-price rule described in the immediately preceding paragraph.

A Notice of Bond Sale having been prepared in advance, and having been examined and found to conform to the above conditions, said document is hereby approved and shall be signed by the Corporation's President, Treasurer, or Secretary and its use is approved and authorized, subject to such modifications in accordance with the provisions and intent of this Resolution as may be determined by the Financial Advisor and approved by the officer of the Corporation executing the document, and shall be executed by the Corporation's President, Treasurer, or Secretary and furnished to the interested bidders who request it.

A Notice and Official Terms and Conditions of Bond Sale having also been prepared in advance, in order to give a more complete description of the Series 2021C Bonds and specific instructions (including conditions not recited herein) calculated to bring about uniformity in the bidding, and containing the Official Bid Form, and the document having been examined by the Board of Directors, is hereby approved and authorized and shall be executed by the Corporation's President, Treasurer, or Secretary and furnished to interested bidders who may request it.

In addition to the foregoing, on the recommendation of the Financial Advisor bids may be taken or submitted electronically (provided all electronic proposals shall be deemed to incorporate in substance the provisions of the Official Bid Form). Any bid transmitted electronically shall be submitted through BIDCOMP/PARITY® and no other provider of electronic bidding services will be accepted. Bidders submitting an electronic proposal must fulfill any requirements of the bidding service provider over and above the requirements of the Corporation set forth in the Notice and Official Terms and Conditions of Bond Sale. Electronic bidding for the Series 2021C Bonds shall be made available to bidders solely as a courtesy by the Corporation. The Corporation shall assume no responsibility or liability for bids submitted through the electronic bidding service provider. Without limiting the generality of the foregoing disclaimers, the Corporation does not assume responsibility for any communications or negotiations between bidders and the electronic bidding service provider, or for any failure of the

provider to accurately or timely submit any electronic proposal. Any electronic proposal shall be deemed to incorporate all of the provisions of the Official Bid Form and the Notice and Official Terms and Conditions of Bond Sale. Each bidder shall be solely responsible for making necessary arrangements to access the electronic bidding service provider for purposes of submitting such bidder's bid in a timely manner and in compliance with the Corporation's requirements. The Corporation shall have no duty or obligation to provide or assure such access to any bidder. The Corporation shall not be responsible for proper operation of, or have any liability for, any delays or interruptions of, or any damages caused by, the provider's service. The Corporation shall use the provider's service solely as a communication mechanism, and not as the Corporation's agent, to conduct the electronic bidding for the Series 2021C Bonds. If any provision in the Notice and Official Terms and Conditions of Bond Sale conflicts with information provided by the electronic bidding service provider, the Notice and Official Terms and Conditions of Bond Sale shall control.

In addition, in connection with the Series 2021C Bond sale the Corporation and the Board of Education have caused to be prepared a Preliminary Official Statement. The Preliminary Official Statement and the use thereof by the Corporation in offering and selling the Series 2021C Bonds, with such modifications in accordance with the provisions and intent of this Resolution as may be recommended by the Financial Advisor and approved by an officer of the Corporation, is hereby expressly approved, the Corporation, through certain of its officials and employees, having reviewed the Preliminary Official Statement and having found the factual statements and the data therein to be accurate. The Preliminary Official Statement shall be supplemented following sale of the Series 2021C Bonds, and the Corporation's President is authorized to approve and sign such supplemented or final Official Statement on the Corporation's behalf, which is authorized for distribution in connection with the sale of the Series 2021C Bonds. The Preliminary Official Statement is in a form "deemed final" by the Corporation for purposes of SEC Rule 15c2-12(b)(1) but, as aforesaid, is subject to supplementation and completion following the sale of the Series 2021C Bonds. The Corporation's President, Treasurer, or Secretary is also hereby authorized and directed, on the recommendation of the Financial Advisor, to cause the Notice and Official Terms and Conditions of Bond Sale (including the Official Bid Form) and the Preliminary Official Statement to be posted on the Internet and through one or more nationally recognized municipal market information service providers. The electronic or physical distribution of the Notice and Official Terms and Conditions of Bond Sale (including the Official Bid Form) and the Preliminary Official Statement as herein provided is hereby ratified, authorized, and approved. If any provision in the Notice and Official Terms and Conditions of Bond Sale, herein approved, conflicts with information provided by an electronic information service provider, the Notice and Official Terms and Conditions of Bond Sale as herein approved shall control.

The Corporation's President and other officers, and each of them, together with the Financial Advisor, are further authorized to make such modifications to documents, including the provisions of this Resolution that are not in conflict with other provisions hereof and are necessary or desirable in connection with any rescheduling of the date of sale of the Series 2021C Bonds as provided in the first paragraph of this Section 16, and to enter into and to execute on the Corporation's behalf any and all certificates, opinions, instruments, and documents necessary

or desirable, upon the advice of counsel, to effectuate the sale and issuance of the Series 2021C Bonds and the investment of the proceeds thereof.

Section 17. Disposition Of Proceeds Of The Series 2021C Bonds. When the Series 2021C Bonds are sold and delivered, from the amount received from the purchaser there shall be paid, according to the written direction of the Corporation's President or Treasurer (which direction may include the establishment of a special, temporary trust account), all expenses incident to the authorization, sale, and delivery of the Series 2021C Bonds, including, but not limited to, the fee of the Financial Advisor, fees and expenses of counsel and the Paying Agent and Bond Registrar, and rating service charges; provided that all or a portion of such expenses may be paid from proceeds deposited in the Construction Fund hereinafter identified. Thereafter, the entire remaining proceeds of the Series 2021C Bonds shall be deposited in cash in the bank or trust company in Fayette County, Kentucky, designated at that time by the Treasurer of the Board of Education as the place for deposit of the funds of the Board of Education (initially, Fifth Third Bank) in the Board of Education's General Depository Account and such funds shall be accounted for separately as the "Fayette County School District Finance Corporation School Building Construction Fund, Series 2021C" (the "**Construction Fund**"). The Construction Fund shall be established and maintained as part of the Board of Education's General Depository Account in accordance with the requirements of the Kentucky Department of Education. The proceeds of the Series 2021C Bonds deposited into the Construction Fund, together with all earnings thereon, shall be transferred from time to time to each bank or trust company which may be subsequently designated by the Board of Education as the Board of Education's place of deposit of funds according to the Board of Education's plan of rotating deposits (each of which in succession upon such designation and deposit or transfer being hereinafter called the "**Depository Bank**") in accordance with the procedures set forth in this Section 17.

Subject to compliance with the laws of the Commonwealth of Kentucky and the rules, regulations, and requirements of the Kentucky Department of Education, if the Treasurer of the Board of Education shall determine at any time that the amount of Series 2021C Bond proceeds being held in the Construction Fund for the costs of the construction and equipping of the Project exceeds the amount necessary to be disbursed therefrom for authorized purposes during the ensuing calendar month, the Treasurer may cause the Board of Education to invest such excess funds in Permitted Investments; provided, however, that such Permitted Investments shall be converted into cash and deposited in the Construction Fund as and when additional cash is required to pay the costs of the construction and equipping of the Project. All such Permitted Investments shall be carried to the credit of the Construction Fund, and the income therefrom shall be deposited, as received, in the Construction Fund. Any expense necessarily incurred and reasonable as to amount in connection with the making of such Permitted Investments and the safekeeping thereof shall be paid out of the Construction Fund.

The Depository Bank at which the Construction Fund is maintained shall, with respect to any funds in the Construction Fund not invested in Permitted Investments, give security for said funds by making a pledge to the Construction Fund of securities and obligations described in KRS 41.240 having a market value at least equal to such funds. The securities and obligations

pledged by the Depository Bank need not be of a market value exceeding the balance of funds remaining in the Construction Fund from time to time and not invested in Permitted Investments, and as such funds are disbursed from the Construction Fund the Depository Bank shall be permitted to withdraw a portion of the securities and obligations so pledged as security for such funds; provided, however, there shall remain pledged at all times securities and obligations having a market value equal to the funds remaining in the Construction Fund and not invested in Permitted Investments.

The proceeds of the Series 2021C Bonds deposited into the Construction Fund and the earnings thereon shall be used to pay the costs of constructing and equipping of the Project, and related capital costs (including capitalized interest). Each disbursement of funds from the Construction Fund made by the Board of Education to pay the costs of the construction and equipping of the Project shall be paid out of the Board of Education's general depository account maintained with the Depository Bank.

Payments from the general depository account to pay the costs of the construction and equipping of the Project shall be made upon checks drawn upon the Depository Bank by the Treasurer of the Board of Education. If, before the time when the Series 2021C Bonds have been delivered to the purchaser thereof and the proceeds are available, the Board of Education shall have found it necessary to advance from its own funds various sums for preliminary expenses related to the construction and equipping of the Project, the aggregate of all such advances may be reimbursed to the Board of Education upon presentation by the Board of Education of statements signed by the Chairperson or Secretary of the Board of Education with regard thereto, in detail showing (a) that the amount or amounts for which reimbursement is requested are proper charges against the costs of the construction and equipping of the Project, and (b) that after such requested reimbursement, the funds remaining in the Construction Fund will be sufficient to defray all remaining costs of the construction and equipping of the Project. No reimbursement shall be made to the Board of Education if the effect thereof shall be to reduce the balance in the Construction Fund below the amount necessary to pay all remaining costs of the construction and equipping of the Project.

After all payments from the Construction Fund have been made for the costs of the construction and equipping of the Project, any balance remaining in the Construction Fund shall be (i) expended in the manner hereinbefore described for payment of costs of additional physical facilities for the Project or such other school building facilities as the Board of Education shall determine; or (ii) transferred to the Sinking Fund as a segregated subaccount to be used to purchase (at 100% of par or less) or to redeem Series 2021C Bonds when redeemable, and such balance shall not be invested at a yield exceeding the yield on the Series 2021C Bonds.

Pending disbursement of all moneys in the Construction Fund pursuant to this Resolution, all moneys and investment obligations in the Construction Fund are pledged and subject to a lien in favor of the Bondholders for their further security.

The Corporation acknowledges and approves the provisions of the Board of Education Resolution approving the Contract of Lease and Rent and taking related action.

Section 18. Unclaimed Moneys. If, after five years from the earlier of (a) the date of the final maturity of the Series 2021C Bonds, or (b) the date all Series 2021C Bonds shall have been duly called for redemption and the amount necessary to pay the Series 2021C Bonds, together with all interest accrued thereon, shall have been deposited to the Sinking Fund, as provided in this Resolution, there shall remain in the Paying Agent and Bond Registrar's possession unclaimed moneys deposited in the Sinking Fund for the payment of the Series 2021C Bonds, then and in that event all right, title, and interest of the respective Registered Holders for which said deposits were so made shall cease, determine, and become void, and the Paying Agent and Bond Registrar shall upon the Board of Education's written request turn over all such unclaimed deposits constituting the entire balance of the Sinking Fund to the Board of Education.

Section 19. Concurrence In Employment Agreements. The Board of Directors hereby concurs in the selection and designation of Financial Advisor, in connection with the issuance and sale of the Series 2021C Bonds, and further concurs in the selection and designation of Bond Counsel, the compensation of them to be paid solely from the proceeds of the Series 2021C Bonds. All actions previously taken by the officers and officials of the Corporation and the Board of Education with respect to such appointments are approved, ratified, and confirmed. The Financial Advisor shall be paid strictly in accordance with the limitations established in the fee schedule for services and expenses of financial advisors set forth in the regulations of the Kentucky Department of Education.

Section 20. Enforcement And Remedies. Any Registered Holder may either at law or in equity, by suit, action, mandamus, or other proceedings, enforce and compel performance by the Corporation and its officers and agents of all duties and obligations imposed or required by law or this Resolution in connection with the Project, including the making and collecting of sufficient rents and the application thereof.

If there be any default in the payment of the principal of or interest on any of the Series 2021C Bonds then, upon the filing of suit by any holder of the Series 2021C Bonds, any court having jurisdiction of the action may appoint a receiver to administer the Project on the Corporation's behalf with power to charge and collect rents sufficient to provide for the payment of the Series 2021C Bonds and to apply the income and revenues in conformity with this Resolution and the provisions of KRS Chapter 162.

Section 21. Tax Covenants And Representations. The Corporation further certifies and covenants to and for the benefit of the Bondholders that so long as any of the Series 2021C Bonds remain outstanding, moneys on deposit in any fund or account in connection with the Series 2021C Bonds, whether or not such moneys were derived from the proceeds of the sale of the Series 2021C Bonds or from any other sources, will not be invested or used in a manner that will cause the Series 2021C Bonds to be "arbitrage bonds" within the meaning of Code Section 103(b)(2) and Code Section 148, as the same presently exist or may from time to time hereafter be

amended, supplemented, or revised. The Corporation's President, Treasurer, or Secretary, as the Corporation's officers charged with the responsibility for issuing the Series 2021C Bonds, and each of them, are hereby authorized and directed, for and on the Corporation's behalf, to execute all papers, documents, certificates, and other instruments that may be required for evidencing compliance with federal tax rules, and any representations and certifications contained in such papers, documents, certificates, and other instruments so executed shall be deemed to constitute the Corporation's representations and certifications. For the benefit of the Bondholders and the reliance of Bond Counsel, the Corporation further represents, warrants, agrees, covenants, and certifies as follows:

(a) Within the meaning of Code Section 141, and the Income Tax Regulations issued thereunder, over the term of the Series 2021C Bonds (i) less than 10% of the proceeds of the Series 2021C Bonds, if any, will be applied for any private business use, and the payment of the principal of or interest on less than 10% of the amount of the Series 2021C Bonds, if any, will be secured directly or indirectly by any interest in property used for a private business use, or payments in respect of such property, or will be derived directly or indirectly from payment (whether or not to the Corporation or the Board of Education) in respect of such property; (ii) at least 90% of the proceeds of the Series 2021C Bonds will be applied for a governmental use of the Corporation or the Board of Education; (iii) any private business use of the Project will be related to such governmental use of the Corporation and the Board of Education and will not be unrelated or disproportionate; and (iv) none of the proceeds of the Series 2021C Bonds will be used, directly or indirectly, to make or finance loans to private persons. It is reasonably expected that over the term of the Series 2021C Bonds (1) the Project will be available for general public use, in that they will be reasonably available for use by natural persons not engaged in a trade or business on the same basis as any other person or entity; (2) no nongovernmental person will have any special legal entitlement to use the Project; and (3) there will be no direct or indirect payment made with respect to the Project or the security of the Series 2021C Bonds by any persons or entities other than payment by the general public as described in clause (3) above.

(b) Within the meaning of Code Section 148(f)(4)(C), it is reasonably expected that at least 75% of the net proceeds (including investment proceeds) of the Series 2021C Bonds will be used for capital expenditures with respect to property which is owned by a governmental unit, at least 10% of such proceeds will be spent for the governmental purposes of the issue within six months from the date the Series 2021C Bonds are issued, at least 45% of such proceeds will be spent for such purposes within one year from such date, at least 75% of such proceeds will be spent for such purposes within eighteen months from such date, and at least 100% of such proceeds will be spent within two years from such date. If for any reason the arbitrage rebate requirements of Code Section 148(f) should be deemed to apply to the Series 2021C Bonds, the Corporation will take all action necessary to comply therewith.

(c) The Series 2021C Bonds are not federally guaranteed within the meaning of Code Section 149(b).

(d) The Corporation will comply with the information reporting requirements of Code Section 149(e).

(e) It is reasonably expected that, during the term of the Series 2021C Bonds, the Project will not be disposed of; provided, however, should there be any disposition of any personal property constituting a part of the Project because it is no longer suitable for its governmental purpose, it is reasonably expected that the fair market value of such personal property will not exceed 25% of its cost.

(f) The weighted average maturity of the Series 2021C Bonds does not exceed 120% of the remaining weighted average useful life of the facilities comprising the Project.

(g) Neither the Corporation nor the Board of Education has previously expended any sums on the Project that are to be reimbursed from the proceeds of the Series 2021C Bonds, other than (i) certain preliminary expenditures such as engineering and planning costs not exceeding 20% of the cash proceeds of the Series 2021C Bonds allocable to the Project, (ii) expenditures made within sixty days before the date of adoption of this Resolution and (iii) expenditures before which the Corporation or the Board of Education had adopted an official intent resolution regarding reimbursement from tax-exempt bond proceeds. A reimbursement of a prior expenditure from proceeds of the Series 2021C Bonds shall be made only if such reimbursement occurs (1) before the later of eighteen months after (A) the date the expenditure was paid or (B) the date the facility for which the expenditure was paid was placed in service and (2) within three years after the date the expenditure was paid.

(h) There are no other bonds or obligations of the Corporation or the Board of Education which are sold or issued at substantially the same time as the Series 2021C Bonds are sold pursuant to a common plan of financing together with the Series 2021C Bonds, or are payable out of substantially the same source of funds (or will have substantially the same claim to be paid out of substantially the same source of funds) as the Series 2021C Bonds.

(i) The Corporation will not use or permit the use of any of the funds provided by the Series 2021C Bonds in such a manner as to, or take or omit to take any action that would, impair the exclusion from gross income for federal income tax purposes of interest on the Series 2021C Bonds. The Corporation shall at all times do and perform all acts and things permitted by law and necessary or desirable in order to assure that interest paid by the Corporation on the Series 2021C Bonds shall, for the purposes of federal income taxation, be excludable from gross income.

Section 22. Resolution Constitutes Contract. The provisions of this Resolution shall constitute a contract between the Corporation and the Bondholders. After the issuance of any Series 2021C Bond no material change in the provisions of this Resolution may be made except as herein provided until all of the Series 2021C Bonds have been paid in full as to both principal and interest or funds sufficient therefor have been duly provided and deposited as set forth in Section 23 hereof.

Notwithstanding the foregoing provisions of this Section 22, the Corporation may amend or supplement this Resolution without the consent of any Bondholder (a) to evidence the initial designation and appointment or the succession of an institution as Paying Agent and Bond Registrar; (b) to cure any ambiguity or to cure, correct, or supplement any defective or inconsistent provision contained herein or in any ordinance or other proceeding pertaining hereto; (c) to grant to or confer on the Paying Agent and Bond Registrar for the benefit of the Bondholders any additional right, remedy, power, authority, or security that may lawfully be granted or conferred and that is not contrary to or inconsistent with this Resolution as theretofore in effect; (d) to permit the Paying Agent and Bond Registrar to comply with any obligation imposed on it by law; (e) to achieve compliance of this Resolution with any federal tax law, regulation, or ruling; (f) to maintain or improve any rating on the Series 2021C Bonds; or (g) for any other purpose not inconsistent with the terms of this Resolution that shall not impair the security of the Bondholders or otherwise materially adversely affect the rights of the Bondholders.

Section 23. Defeasance. If the Corporation shall pay or cause to be paid, or there shall otherwise be paid to the Bondholders the total principal and interest due or to become due on the Series 2021C Bonds, at the times and in the manner stipulated therein and in this Resolution, then the pledge of this Resolution, and all covenants, agreements, and other obligations of the Corporation to the Bondholders, shall thereon cease, terminate, and become void and be discharged and satisfied.

The Corporation reserves the right at any time to cause the pledge of the revenues of the Project and the statutory mortgage lien securing the Series 2021C Bonds, or any portion thereof, to be defeased and released by paying an amount into the Sinking Fund or an escrow fund established for such purpose sufficient, when invested (or sufficient without such investment, as the case may be) in direct obligations of the United States Government, to assure the availability in such escrow fund of an adequate amount (a) to call for redemption and to redeem and retire such Series 2021C Bonds, including principal and interest on the next or any optional redemption date, including all costs and expenses in connection therewith, and to pay all principal and interest falling due on such Series 2021C Bonds to and on said date, or (b) to pay all principal and interest requirements on such Series 2021C Bonds as the same mature, without redemption in advance of maturity, the determination of whether to defease under subpart (a) or (b) above or both to be made by the Corporation. Such United States Government obligations shall have maturities that will assure there will be sufficient funds for such purposes. If such defeasance is to be accomplished pursuant to subpart (a) above, the Corporation shall take all steps necessary to publish notice of the redemption of the Series 2021C Bonds or such portion thereof as herein provided. Upon the proper amount of United States Government obligations being placed in escrow and so pledged, the pledge of revenues securing the Series 2021C Bonds or such portion thereof shall be automatically fully defeased and released without any further action being necessary.

The immediately foregoing provisions are subject to the limitation that no such termination and release of the revenue pledge and the statutory mortgage lien shall be

accomplished through the use of any funds or investments which, in the opinion of the Corporation's Bond Counsel, would adversely affect the exclusion of interest on any such Series 2021C Bond from gross income for federal income tax purposes.

Section 24. Rebate Fund. There is hereby created with the Depository Bank a special account of the Corporation designated the "Fayette County School Building Finance Corporation School Building Revenue Bonds, Series 2021C Rebate Fund". Amounts from time to time held in the Rebate Fund, if any, shall be invested in any of the investment obligations described in Section 10 hereof (to the extent practicable), shall not be subject to the lien of this Resolution, shall not constitute a part of the trust estate held for the benefit of the Bondholders and shall be dedicated to the United States of America to the extent of any obligation on the Corporation's part to rebate to the United States Cumulative Excess Earnings.

Within five days after the end of each Computation Period and within five days after the payment in full of all outstanding Series 2021C Bonds, the Corporation shall calculate the amount of Cumulative Excess Earnings as of the end of that Computation Period or the date of such payment, and shall also determine the amount then on deposit in the Rebate Fund. If the amount then on deposit in the Rebate Fund is in excess of the Cumulative Excess Earnings, the Corporation shall forthwith deposit that excess amount in the Sinking Fund. If the amount then on deposit in the Rebate Fund is less than the Cumulative Excess Earnings, the Corporation shall within five days deposit in the Rebate Fund an amount sufficient to cause the Rebate Fund to contain an amount equal to the Cumulative Excess Earnings. Within thirty days after the end of the fifth anniversary date of the issuance of the Series 2021C Bonds and every such fifth anniversary date thereafter, the Corporation shall pay to the United States in accordance with Code Section 148(f) from the moneys then on deposit in the Rebate Fund an amount equal to 90% (or such greater percentage not in excess of 100% as the Corporation may direct) of the Cumulative Excess Earnings as of the end of such fifth anniversary date. Within sixty days after the payment in full of all outstanding Series 2021C Bonds, the Corporation shall pay to the United States in accordance with Code Section 148(f) from the moneys then on deposit in the Rebate Fund an amount equal to 100% of the Cumulative Excess Earnings as of the date of such payment and any moneys remaining in the Rebate Fund following such payment shall be paid to the Sinking Fund.

Section 25. Severability. If any section, paragraph, clause, or provision of this Resolution shall be held to be invalid, the invalidity of such section, paragraph, clause, or provision shall not affect any of the remaining sections, paragraphs, clauses, or provisions of this Resolution.

Section 26. Repeal of Inconsistent Provisions. All prior resolutions of the Corporation or parts thereof in conflict with this Resolution are, to the extent of any such conflict, hereby repealed.

Section 27. Holidays. If the date for making any payment or the last date for performance of any act or the exercising of any right, as provided in this Resolution, is not a

business day for the Paying Agent and Bond Registrar, such payment may be made or act performed or right exercised on the next succeeding business day with the same force and effect as if done on the date stipulated in this Resolution and no interest shall accrue for the period after such stipulated date.

Section 28. When Resolution Effective. This Resolution shall be in full force and effect from and after its adoption.

Section 29. Rules Of Construction. The singular form of any word used herein, including the terms defined in **EXHIBIT A** attached hereto, shall include the plural, and vice versa. The use herein of a word of any gender shall include correlative words of all genders. Unless otherwise specified, (a) the word “including” means “including without limitation”; (b) the word “or” means “and/or”; (c) the word “any” means “any and all”; (d) the word “all” means “any and all”; (e) the word “each” means “each and every”; and (e) the word “every” means “each and every”. Unless otherwise specified, references to articles, sections, subsections, and other subdivisions of this Resolution are to the designated articles, sections, subsections, and other subdivisions of this Resolution as originally executed. The words “hereof,” “herein,” “hereunder,” and words of similar import refer to this Resolution as a whole. The captions or headings in this Resolution are for convenience only and in no way define, limit, or describe the scope or intent of any provisions, articles, sections, or subsections of this Resolution. All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles. **EXHIBITS A** and **B** attached hereto are hereby incorporated by reference into this Resolution and constitute a part hereof.

Section 30. Captions. The captions and headings appearing in this Resolution, as well as the Table of Contents, are for convenience of reference only and in no way define, limit, or describe the scope of any sections or provisions of this Resolution.

[Signature Page To Follow]

[SIGNATURE PAGE TO BOND RESOLUTION]

ADOPTED BY THE BOARD OF DIRECTORS OF THE FAYETTE COUNTY SCHOOL DISTRICT FINANCE CORPORATION at a meeting held on November 8, 2021; and following such adoption signed by the President, attested by the Secretary, and declared to be in full force and effect according to law.

Tyler Murphy, President
Fayette County School District
Finance Corporation

Attest:

Demetrus Liggins, Secretary
Fayette County School District
Finance Corporation

CERTIFICATION

I, the undersigned Secretary of the Fayette County School District Finance Corporation, do hereby certify that (1) the foregoing is a true, correct and complete copy of a Resolution duly adopted by the Corporation's Board of Directors at a properly convened meeting of the Corporation's Board of Directors duly held on November 8, 2021, signed by the President thereof and attested by me as Secretary, as shown by the official records in my possession and under my control; (2) the meeting was held pursuant to proper call and written notice duly given in compliance with KRS 61.823 and KRS 273.257 to all members of the Board of Directors of the Corporation and any local news media required to be notified; and (3) all official actions taken at the meeting are currently in full force and effect.

IN WITNESS WHEREOF, the undersigned has executed this Certification this November 8, 2021.

Demetrus Liggins, Secretary
Fayette County School District
Finance Corporation

**EXHIBIT A
TO BOND RESOLUTION**

DEFINITIONS

In addition to the words and terms elsewhere defined in this Resolution, the following words and terms as used in this Resolution shall have the following meanings unless the context or use indicates another or different meaning or intent:

“Book-Entry Form” means a form or system, as applicable, under which (i) the ownership of beneficial interests in Series 2021C Bonds and principal and interest payments thereon may be transferred only through a book entry and (ii) physical Series 2021C Bond certificates in fully registered form are registered only in the name of a Securities Depository or its nominee as Registered Holder, with the physical Series 2021C Bond certificates held in the custody of a Securities Depository.

“Board of Education” means the Board of Education of Fayette County, Kentucky.

“Board of Education Resolution” means the Resolution adopted by the Board of Education on November 8, 2021 regarding the Series 2021C Bonds.

“Bond Counsel” means collectively the firms Stoll Keenon Ogden PLLC and Rubin & Hays or any national recognized municipal bond counsel acceptable to the Corporation and the Board of Education.

“Bondholder” refers to any Registered Holder of the Series 2021C Bonds.

“Code” means the Internal Revenue Code of 1986, as amended from time to time, including, when appropriate, the statutory predecessor thereof, or any applicable corresponding provisions of any future laws of the United States of America relating to federal income taxation, and except as otherwise provided herein or required by the context hereof, includes interpretations thereof contained or set forth in the applicable Treasury Regulations, the applicable rulings of the Internal Revenue Service (including published Revenue Rulings and private letter rulings), and applicable court decisions.

“Commonwealth” means Commonwealth of Kentucky.

“Computation Period” means, with respect to the Series 2021C Bonds, the period of time over which Excess Earnings are required to be computed under Code Section 148(f) and related Treasury Regulations.

“Construction Fund” has the meaning provided in Section 17 hereof.

“Contract of Lease and Rent” means the Contract of Lease and Rent to be entered into by and between the Corporation and the Board of Education in connection with the Series 2021C Bonds.

“Corporation” means Fayette County School District Finance Corporation, a Kentucky nonprofit corporation created pursuant to KRS 162.385, KRS 58.180, and KRS 273.161 through 273.390, which acts as the agency, instrumentality, and constituted authority of the Board of Education.

“Cumulative Excess Earnings” means the amount of all Excess Earnings earned from the date of original delivery of the Series 2021C Bonds through the end of the relevant computation date, less the amount of any Excess Earnings paid to the United States pursuant to Section 24 herein.

“Depository Bank” has the meaning provided in Section 17 hereof.

“Excess Earnings” means an amount equal to the sum of (i) plus (ii) where:

- (i) is the excess of:
 - (1) the aggregate amount earned on all nonpurpose investments in which gross proceeds of the Series 2021C Bonds are invested (other than investments attributable to an excess described in this clause (i)); over
 - (2) the amount which would have been earned if such nonpurpose investments (other than amounts attributable to an excess described in this clause (i)) were invested at a rate equal to the yield on the Series 2021C Bonds; and
- (ii) is any income attributable to the excess described in clause (i).

The sum of (i) plus (ii) shall be determined in accordance with Code Section 148(f). As used herein, the terms “gross proceeds,” “nonpurpose investments” and “yield” have the meanings assigned to them for purposes of Code Section 148(f).

“Financial Advisor” means Robert W. Baird & Co. Incorporated, in its capacity as the Corporation’s financial advisor with respect to the issuance of the Series 2021C Bonds.

“Holding Period” means, with respect to a Maturity of the Series 2021C Bonds, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date, or (ii) the date on which the Successful Purchaser has sold at least 10% of such Maturity to the Public at prices that are no higher than the initial offering price for such Maturity.

“KRS” means the Kentucky Revised Statutes.

“Maturity” means Series 2021C Bonds with the same credit and payment terms. Series 2021C Bonds with different maturity dates, or Series 2021C Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

“Official Statement” means the final Official Statement of the Corporation setting forth relevant information concerning the Series 2021C Bonds, the Corporation, and the Board of Education.

“Participant” means a member of, or a participant in, a Securities Depository.

“Paying Agency Agreement” means the Agreement Relating to Paying and Registrar Agency by and between the Corporation and the Paying Agent and Bond Registrar for the Series 2021C Bonds.

“Paying Agent and Bond Registrar” means Old National Wealth Management, Evansville, Indiana, in its capacity as the Paying Agent and Bond Registrar for the Series 2021C Bonds.

“Permitted Investments” means investments of the type described in subparts (i) through (v) of subsection (a) of Section 10 hereof.

“Preliminary Official Statement” means the Preliminary Official Statement of the Corporation setting forth relevant information concerning the Series 2021C Bonds, the Corporation, and the Board of Education.

“Project” means the construction and equipping of a new middle school located at 2185 Polo Club Boulevard in Lexington, Kentucky.

“Public” means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50% common ownership, directly or indirectly.

“Rebate Fund” means the “Fayette County School Building Finance Corporation School Building Revenue Bonds, Series 2021C Rebate Fund” established by the Corporation with the Depository Bank pursuant to Section 24 hereof.

“Record Date” means the fifteenth day of the month before a June 1st or December 1st interest payment date for the Series 2021C Bonds.

“Registered Holder” means each person in whose name a Series 2021C Bond is registered pursuant to Section 2(b) hereof.

“Resolution” means this Resolution of the Corporation’s Board of Directors authorizing the sale, issuance, and delivery of the Series 2021C Bonds.

“Sale Date” means the first day on which there is a binding contract in writing for the sale of a Maturity of the Series 2021C Bonds.

“Securities Depository” means any securities depository that is a “clearing corporation” within the meaning of the New York Uniform Commercial Code and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act, operating and maintaining, with its Participants or otherwise, a Book-Entry System to record ownership of beneficial interests in bonds and bond service charges, and to effect transfers of bonds in Book-Entry Form, and means, initially, The Depository Trust Company (a limited purpose trust company), New York, New York.

“Securities Depository Nominee” means any nominee of a Securities Depository and shall initially mean Cede & Co., New York, New York, as nominee of The Depository Trust Company.

“Securities Exchange Act” means the Securities Exchange Act of 1934, which is codified at 15 U.S.C. § 78a *et seq.*

“Series 2021C Bonds” means Fayette County School District Finance Corporation School Building Revenue Bonds, Series 2021C to be issued by the Corporation pursuant to this Resolution.

“Sinking Fund” means the “Fayette County School District Finance Corporation School Building Revenue Bond and Interest Redemption Fund, Series 2021C” established by the Corporation with the Paying Agent and Bond Registrar pursuant to Section 10 of this Resolution.

“SLGS” means book-entry obligations of the United States Treasury-State and Local Government Series.

“Successful Purchaser” means the winning bidder and purchaser of the Series 2021C Bonds pursuant to the competitive sale conducted by the Corporation pursuant to Section 16 hereof.

“Term Bonds” has the meaning set forth in Section 3(a) hereof.

“Treasury Department” means the United States Department of the Treasury.

“Treasury Regulations” means regulations of the Treasury Department, including applicable final or temporary regulations and also including regulations issued pursuant to the statutory predecessor of the Code.

“Underwriter” means (i) any person that agrees pursuant to a written contract with the Corporation (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Series 2021C Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this definition to participate in the initial sale of the Series 2021C Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Series 2021C Bonds to the Public).

EXHIBIT B
TO BOND RESOLUTION

FORM OF SERIES 2021C BOND

No. _____

\$ _____

UNITED STATES OF AMERICA
COMMONWEALTH OF KENTUCKY
FAYETTE COUNTY SCHOOL DISTRICT FINANCE CORPORATION
SCHOOL BUILDING REVENUE BONDS
SERIES 2021C

INTEREST RATE	MATURITY DATE	BOND DATE	CUSIP
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_____ %	_____	_____	_____
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REGISTERED HOLDER: _____

PRINCIPAL AMOUNT: _____

KNOW ALL MEN BY THESE PRESENTS: That the Fayette County School District Finance Corporation (the “**Corporation**”), a nonprofit Kentucky corporation acting as an agency, instrumentality, and constituted authority of and on behalf of the Board of Education of Fayette County, Kentucky (the “**Board of Education**”), for value received, hereby promises to pay to the registered holder identified above (the “**Registered Holder**”), or registered assigns, solely and only from the special fund pledged for that purpose as hereinafter referred to and not otherwise, the principal amount set out above, on the maturity date set out above, and to pay interest from the same source on the unpaid balance of said sum at the interest rate per annum set out above, payable on the first days of June and December in each year, beginning June 1, 2022, until payment of the principal amount of this Series 2021C Bond has been made to the Registered Holder hereof. Each such interest payment shall represent interest accruing on this Series 2021C Bond from the later of the Bond Date set out above or the most recent interest payment date (June 1st or December 1st) to which interest has been paid or duly provided for.

Interest accruing on this Series 2021C Bond (if not registered in book-entry form to a securities depository) shall be payable as aforesaid by check drawn upon Old National Wealth Management, as the Paying Agent and Bond Registrar, or its successor as Paying Agent and Bond Registrar (the “**Paying Agent and Bond Registrar**”), and mailed to the person who is the Registered Holder hereof as of the close of business on the Record Date for such interest installment, which Record Date shall be the fifteenth (15th) day of the month (whether or not a business day) next preceding an interest payment date, at the address of such Registered Holder as it appears on the books of the Paying Agent and Bond Registrar. Principal shall be paid when

due upon delivery of this Series 2021C Bond for payment at the designated office of the Paying Agent and Bond Registrar.

This Series 2021C Bond is one of a duly authorized issue of Bonds of the Corporation designated "Fayette County School District Finance Corporation School Building Revenue Bonds, Series 2021C" (the "**Series 2021C Bonds**"), issued in the original principal amount of \$_____, authorized and issued by the Corporation pursuant to a Resolution duly adopted by its Board of Directors (the "**Bond Resolution**") for the purpose of providing funds to pay for the costs of the construction and equipping of properties for a new middle school in Lexington, Kentucky (the "**Project**") and to pay related costs, and this Series 2021C Bond has been issued under and in full compliance with the Constitution and statutes of the Commonwealth of Kentucky, including without limitation Sections 162.120 through 162.300 and 162.385 of the Kentucky Revised Statutes.

Reference is made to the Bond Resolution for the provisions with respect to the nature and extent of the security, the rights, duties, and obligations of the Corporation and the Paying Agent and Bond Registrar and the Bondholders, the terms upon which the Series 2021C Bonds are issued and the terms and conditions upon which the Series 2021C Bonds will be deemed to be paid at or before their scheduled maturity or redemption upon the making of provision for the payment thereof in the manner set forth in the Bond Resolution.

*The Series 2021C Bonds maturing on December 1, 20____, are subject to mandatory sinking fund redemption in part, at the selection of the Paying Agent and Bond Registrar by lot, from moneys in the special fund identified hereinafter on each December 1st, beginning December 1, 20____, at the principal amount thereof plus accrued interest to the redemption date, according to the following schedule of mandatory sinking fund installments:

Redemption Date	Principal Amount
<u>December 1</u>	<u>Amount</u>
_____	\$_____
_____	_____
_____	_____

*This paragraph is to be inserted, and may be repeated, with respect to any Term Bonds as described in Section 3(a) of this Resolution.

The Series 2021C Bonds maturing on and after December 1, 20____, are subject to redemption by the Corporation, at its option, before maturity on and after December 1, 20____, in whole or in part at any time or times in any order of maturity (less than all of a single maturity to be selected by lot by the Paying Agent and Bond Registrar) at the redemption price of 100% of the principal amount thereof plus accrued interest to the redemption date.

At least thirty days but no more than sixty days before the redemption date of any Series 2021C Bonds, the Paying Agent and Bond Registrar shall cause a notice of redemption to be mailed postage prepaid by first class mail to all registered holders of Series 2021C Bonds to be redeemed in whole or in part at their registered addresses. Failure to mail any notice or any defect therein in respect of any such Series 2021C Bond shall not affect the validity of the redemption of any other Series 2021C Bond. Such redemption notice shall set forth in detail the redemption provisions.

This Series 2021C Bond and the issue of which it forms a part are payable from and secured by a pledge of the revenues to be derived from leasing the Project, which revenues are provided to be sufficient to pay the principal of and interest on this Series 2021C Bond and the issue of which it forms a part as and when the same become due and payable and which shall be set aside as a special fund for that purpose created by the Bond Resolution and identified as the "School Building Revenue Bond and Interest Redemption Fund, Series 2021C". This Series 2021C Bond and the issue of which it forms a part do not constitute an indebtedness of the Corporation within the meaning of any constitutional or statutory provisions or limitations. The Corporation covenants that it will fix and charge such rentals for, and will collect and account for the revenues from, the Project so that such revenues will be sufficient to pay the interest on and principal of this issue of Series 2021C Bonds. Funds for such payments on the Series 2021C Bonds are expected to be derived from rentals paid by the Board of Education of Fayette County, Kentucky, under a year-to-year lease of the Project.

A non-foreclosable statutory mortgage lien on the Project is granted and created by Section 162.200 of the Kentucky Revised Statutes in favor of the Bondholders, subject to the limitations set out therein and in the Bond Resolution.

This Series 2021C Bond is issued under and pursuant to the Constitution and statutory laws of the Commonwealth of Kentucky and its construction will be governed thereby.

This Series 2021C Bond shall be transferable only upon the presentation and surrender hereof at the designated office of the Paying Agent and Bond Registrar, duly endorsed for transfer or accompanied by an assignment duly executed by the Registered Holder or his authorized representative. The Paying Agent and Bond Registrar shall not be required to transfer or exchange this Series 2021C Bond (a) during any period beginning five days before the selection by the Paying Agent and Bond Registrar of Series 2021C Bonds to be redeemed before maturity and ending on the date of mailing of notice of any such redemption or (b) if this Series 2021C Bond has been selected or called for redemption in whole or in part.

Series 2021C Bonds shall be exchangeable upon the presentation and surrender thereof at the designated office of the Paying Agent and Bond Registrar for a Series 2021C Bond or Series 2021C Bonds of the same maturity, and in the denomination of \$5,000 or any integral multiple thereof, in an aggregate principal amount or amounts equal to the unpaid principal amount of the Series 2021C Bond or Series 2021C Bonds presented for exchange. The Paying Agent and Bond

Registrar shall authenticate and deliver Series 2021C Bonds delivered in exchange in accordance herewith.

It is hereby certified, recited, and declared that all acts, conditions, and things required to exist, happen, and be performed precedent to and in the execution and delivery of this Series 2021C Bond have existed, have happened, and have been performed in due time, form, and manner as required by law; that the issuance of this Series 2021C Bond and the issue of which it forms a part, together with all other obligations of the Corporation, does not exceed or violate any constitutional or statutory limitations; and that a sufficient portion of the revenues of the Project has been pledged to and will be set aside into said special fund by the Corporation for the prompt payment of the principal of and interest on this issue of Series 2021C Bonds.

This Series 2021C Bond is exempt from ad valorem taxation by the Commonwealth of Kentucky and by all of the political subdivisions thereof.

This Series 2021C Bond shall not be valid or become obligatory for any purpose until the Certificate of Authentication hereon shall have been executed by the Paying Agent and Bond Registrar.

[Signature Page To Follow]

[SIGNATURE PAGE TO SERIES 2021C BOND]

IN WITNESS WHEREOF, the Fayette County School District Finance Corporation has caused this Series 2021C Bond to be executed with the manual or reproduced facsimile of the official signature of its President and to be attested by the manual or reproduced facsimile signature of its Secretary, in each case as a duly authorized officer of the Corporation, all as of the date of this Series 2021C Bond, which is the Bond Date set out above.

FAYETTE COUNTY SCHOOL DISTRICT
FINANCE CORPORATION

By: _____
President

Attest:

By: _____
Secretary

CERTIFICATE OF AUTHENTICATION

The undersigned hereby certifies that this is one of the Series 2021C Bonds described above.

Old National Wealth Management

Evansville, Indiana

Paying Agent and Bond Registrar

By: _____
Authorized Officer

Authentication Date: _____

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto _____

(Name, Address and Social Security (or other Identifying Number of Assignee))

_____ the within Series 2021C Bond and does hereby irrevocably constitute and appoint _____

_____ attorney to transfer the said Series 2021C Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

NOTICE: The signature of this assignment must correspond with the name of the Registered Holder as it appears upon the face of the within Series 2021C Bond in every particular, without alteration or enlargement or any change whatever.

Signature guaranteed:



Physical address;
Fayette County Public Schools
450 Park Place
Lexington, KY 40511

Mailing address:
Fayette County Public Schools
PO Box 55490
Lexington, KY 40555

**Fayette County School
District Finance Corporation
Special Meeting – 6:30 p.m.
John D. Price Building Room 150 – November 8, 2021**

A. Call to order by the President, Tyler Murphy at _____PM.

B. A motion is in order to:
Approve the minutes of the March 22, 2021 meeting.

Moved by_____, Seconded by_____Vote_____

C. A motion is in order to:
Approve a resolution authorizing the sale and issuance of School Building Revenue Bonds, Series 2021C in the amount not to exceed \$_____ for financing the construction and equipping of a new middle school located at 2185 Polo Club Boulevard in Lexington, Kentucky and paying related costs; providing for the creation of a fund to pay the interest on and principal of the series 2021C bonds as and when they become due; authorizing the execution of a lease of certain school properties to the Board of Education of Fayette County; providing for a public, competitive sale of the series 2021C bonds and authorizing related documents and actions.

Moved by_____, Seconded by _____Vote _____

D. Motion is in order to Confirm the following individuals as officers of the Corporation
Tyler Murphy President, Amy Green Vice President, Demetrus Liggins Secretary.
And Kyna Koch Treasurer

Moved by_____, Seconded by _____Vote _____

- E.** Motion is in order to Confirm that all authority conferred by the foregoing motion shall be deemed retroactive and any and all acts by Demetrus Liggins performed by him as Secretary prior to the adoption of said motion are hereby ratified, affirmed and approved

Moved by _____, Seconded by _____ Vote _____

- F.** Motion to adjourn:

Moved by _____, Seconded by _____ Vote _____

**MINUTES OF A SPECIAL MEETING OF
THE BOARD OF DIRECTORS OF
FAYETTE COUNTY SCHOOL DISTRICT FINANCE CORPORATION**

A special meeting of the Board of Directors of Fayette County School District Finance Corporation (the “**Corporation**”) was convened on March 22, 2021, at approximately 5:50 p.m., EDT, pursuant to a virtual meeting streamed online as it was not feasible for the Corporation to “provide meeting room conditions” in the face of COVID-19, a highly contagious virus that spreads between people who are in close contact with one another and pursuant to call and written notice duly given in accordance with KRS 273.257 and KRS 61.823.

The following Directors were present: Tyler Murphy, President; Amy Green, Vice President; Stephani Spires, Christy Morris and Tom Jones. Also present, among others, were Marlene Helm, Secretary of the Board of Education and Acting Superintendent of Fayette County Schools; Myron Q. Thompson, Chief Operating Officer of the Board of Education; and John White, Treasurer of the Board of Education and Treasurer of the Corporation. It having been determined that a quorum of the Directors was present for the transaction of business, the meeting was called to order by President Murphy.

The President requested approval of the minutes of the last meeting of the Board of Directors of the Corporation. Upon a motion duly made and seconded, the minutes of the last meeting were approved.

Mr. John White next reviewed the proposed issuance of School Building Refunding Revenue Bonds, Series 2021B, for the purpose of refinancing and refunding the Fayette County School District Finance Corporation School Building Revenue Bonds, Series 2012B (the “Prior Bonds”), determined by the Treasurer of the Corporation with the advice of the Financial Advisor on the date of the sale of the Series 2021B Bonds, and which are scheduled to mature on or after July 1, 2023 (the “Refunding Program”) issued for the purpose to finance the costs of renovation, improvement and equipping of James Lane Allen Elementary School, Meadowthorne Elementary School, Stonewall Elementary School and Tates Creek Elementary School (collectively the “Projects”), and noted that the Board of Education, in a Resolution proposed for adoption on this date, is expected to direct the Corporation to proceed with such financing by authorizing, selling and issuing approximately \$34,575,000 of the Corporation’s School Building Refunding Revenue Bonds, Series 2021B (the “**Series 2021B Bonds**”), secured by year-to-year lease payments to be made by the Board of Education to the Corporation (for lease of the school building properties being financed) in amounts sufficient to pay debt service on the Series 2021B Bonds.

The President then presented and opened discussion of a proposed Resolution of the Board providing for the financing transaction. The terms of and documentation relating to the proposed financing by the Corporation through the authorization, sale, and issuance of its School Building Refunding Revenue Bonds, Series 2021B, were discussed; and after discussion Director Christy Morris introduced and moved adoption of the proposed Resolution, seconded by Director Amy Green, identified by its title as follows:

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE FAYETTE COUNTY SCHOOL DISTRICT FINANCE CORPORATION AUTHORIZING THE SALE AND ISSUANCE OF SCHOOL BUILDING REVENUE BONDS, TAXABLE SERIES 2021B, TO PROVIDE FUNDS FOR TO REFINANCE AND REFUND A PORTION OF THE OUTSTANDING FAYETTE COUNTY SCHOOL BUILDING REVENUE BONDS, SERIES 2012B AND PAYING RELATED COSTS; PROVIDING FOR THE CREATION OF A FUND TO PAY THE INTEREST ON AND PRINCIPAL OF THE SERIES 2021B BONDS AS AND WHEN THEY BECOME DUE; AUTHORIZING THE EXECUTION OF A LEASE OF CERTAIN SCHOOL PROPERTIES TO THE BOARD OF EDUCATION OF FAYETTE COUNTY; PROVIDING FOR A PUBLIC, COMPETITIVE SALE OF THE SERIES 2021B BONDS; AND AUTHORIZING RELATED DOCUMENTS AND ACTIONS.

Further discussion followed, and thereafter the President put the question and all Directors voted "aye." The President then declared that the motion had carried unanimously and the Resolution had been adopted.

There being no further business at this time, upon motion duly made, seconded and unanimously carried, the meeting was adjourned.

CERTIFICATION

I, the undersigned Secretary of the Fayette County School District Finance Corporation (the “**Corporation**”), do hereby certify that (1) the foregoing is a true copy of portions of the minutes of a special meeting of the Board of Directors of the Corporation duly held on March 22, 2021, as the same appear in the Corporation’s minute book in my custody and under my control; (2) the meeting was held pursuant to proper call and written notice duly given in compliance with KRS 61.823 and KRS 273.257 to all Directors of the Corporation and any local news media required to be notified; and (3) all official actions taken at the meeting are currently in full force and effect.

IN WITNESS WHEREOF, I have executed this Certification this March 22, 2021.

Marlene Helm, Secretary
Fayette County School District
Finance Corporation

**MINUTES OF A SPECIAL MEETING OF
THE BOARD OF DIRECTORS OF
FAYETTE COUNTY SCHOOL DISTRICT FINANCE CORPORATION**

A special meeting of the Board of Directors of Fayette County School District Finance Corporation (the “**Corporation**”) was convened on March 22, 2021, at approximately 5:50 p.m., EDT, pursuant to a virtual meeting streamed online as it was not feasible for the Corporation to “provide meeting room conditions” in the face of COVID-19, a highly contagious virus that spreads between people who are in close contact with one another and pursuant to call and written notice duly given in accordance with KRS 273.257 and KRS 61.823.

The following Directors were present: Tyler Murphy, President; Amy Green, Vice President; Stephani Spires, Christy Morris and Tom Jones. Also present, among others, were Marlene Helm, Secretary of the Board of Education and Acting Superintendent of Fayette County Schools; Myron Q. Thompson, Chief Operating Officer of the Board of Education; and John White, Treasurer of the Board of Education and Treasurer of the Corporation. It having been determined that a quorum of the Directors was present for the transaction of business, the meeting was called to order by President Murphy.

The President requested approval of the minutes of the last meeting of the Board of Directors of the Corporation. Upon a motion duly made and seconded, the minutes of the last meeting were approved.

Mr. John White next reviewed the proposed issuance of School Building Refunding Revenue Bonds, Series 2021A, for the purpose of refinancing and refunding the Fayette County School District Finance Corporation School Building Revenue Bonds, Series 2013A (the “Prior Bonds”), determined by the Treasurer of the Corporation with the advice of the Financial Advisor on the date of the sale of the Series 2021A Bonds, and which are scheduled to mature on or after October 1, 2024 (the “Refunding Program”) issued for the purpose to finance the costs of renovation, improvement and equipping of Deep Springs Elementary School, Glendover Elementary School, Garden Springs Elementary School and Jessie Clark Middle School (collectively the “Projects”), and noted that the Board of Education, in a Resolution proposed for adoption on this date, is expected to direct the Corporation to proceed with such financing by authorizing, selling and issuing approximately \$42,055,000 of the Corporation’s School Building Refunding Revenue Bonds, Series 2021A (the “**Series 2021A Bonds**”), secured by year-to-year lease payments to be made by the Board of Education to the Corporation (for lease of the school building properties being financed) in amounts sufficient to pay debt service on the Series 2021A Bonds.

The President then presented and opened discussion of a proposed Resolution of the Board providing for the financing transaction. The terms of and documentation relating to the proposed financing by the Corporation through the authorization, sale, and issuance of its School Building Refunding Revenue Bonds, Series 2021A, were discussed; and after discussion Director

Stephanie Spires introduced and moved adoption of the proposed Resolution, seconded by Director Christy Morris, identified by its title as follows:

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE FAYETTE COUNTY SCHOOL DISTRICT FINANCE CORPORATION AUTHORIZING THE SALE AND ISSUANCE OF SCHOOL BUILDING REVENUE BONDS, TAXABLE SERIES 2021A, TO PROVIDE FUNDS FOR TO REFINANCE AND REFUND A PORTION OF THE OUTSTANDING FAYETTE COUNTY SCHOOL BUILDING REVENUE BONDS, SERIES 2013A AND PAYING RELATED COSTS; PROVIDING FOR THE CREATION OF A FUND TO PAY THE INTEREST ON AND PRINCIPAL OF THE SERIES 2021A BONDS AS AND WHEN THEY BECOME DUE; AUTHORIZING THE EXECUTION OF A LEASE OF CERTAIN SCHOOL PROPERTIES TO THE BOARD OF EDUCATION OF FAYETTE COUNTY; PROVIDING FOR A PUBLIC, COMPETITIVE SALE OF THE SERIES 2021A BONDS; AND AUTHORIZING RELATED DOCUMENTS AND ACTIONS.

Further discussion followed, and thereafter the President put the question and all Directors voted "aye." The President then declared that the motion had carried unanimously and the Resolution had been adopted.

There being no further business at this time, upon motion duly made, seconded and unanimously carried, the meeting was adjourned.

CERTIFICATION

I, the undersigned Secretary of the Fayette County School District Finance Corporation (the “**Corporation**”), do hereby certify that (1) the foregoing is a true copy of portions of the minutes of a special meeting of the Board of Directors of the Corporation duly held on March 22, 2021, as the same appear in the Corporation’s minute book in my custody and under my control; (2) the meeting was held pursuant to proper call and written notice duly given in compliance with KRS 61.823 and KRS 273.257 to all Directors of the Corporation and any local news media required to be notified; and (3) all official actions taken at the meeting are currently in full force and effect.

IN WITNESS WHEREOF, I have executed this Certification this March 22, 2021.

Marlene Helm, Secretary
Fayette County School District
Finance Corporation



FAYETTE COUNTY PUBLIC SCHOOLS

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

MEETING: Planning

DATE: 11/8/2021

TOPIC: 2021 Financial Records Audit

PREPARED BY: Rodney Jackson

Recommended Action on: 11/29/2021

Action Item for Vote (REGULAR MEETING)

Superintendent Prior Approval: No

Recommendation/Motion: A motion is in order to: “Accept the independent audit report for the Fayette County Public Schools for the fiscal year ending June 30, 2021 as presented.”

Background/Rationale: The Kentucky Department of Education and The State Committee for School Districts Audits require all local school Districts to provide an annual independent audit of the financial records and accounts under the Board’s control. The audit covers the entire fiscal year ending June 30, 2021. Each audit is expected to accurately reflect the financial position of the district on June 30, 2021 and to include audit suggestions and recommendations for management. The 2021 fiscal year audit disclosed no material instances of noncompliance with the requirement of the Governmental Accounting Standards Board and the Office of Management and Budget Circular 2CFR 200(F) Audits of State and Local Governments with respect to the items tested. The district received the highest grade possible, which is an “unmodified opinion.”

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

Fiscal Impact: \$78,807,095 General Fund ending balance for fiscal year 2021

Attachments(s): 2021 Financial Records Audit Report



FAYETTE COUNTY PUBLIC SCHOOLS

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

MEETING: Planning

DATE: 11/8/2021

TOPIC: FCPS Governance Manual - DRAFT

PREPARED BY: Tanya Dailey

**Recommended Action on: 11/08/2021
Discussion Item (First Read)**

Superintendent Prior Approval: Yes

Recommendation/Motion: Fayette County Board of Education hereby adopts the FCPS Governance Manual. The FCPS Governance Manual provides cogent guidance and consistent support for the internal operations of the Board. The manual outlines the manner and spirit it will utilize to fulfill its statutory role. The manual's foundation is one of building and sustaining a mutually respectful, positive culture of excellence, equity and educational effectiveness.

Background/Rationale: The framework establishes the basis for operational norms agreed upon by the full team (Board of Education members and the Superintendent). In adopting this manual as part of formal board action in an open meeting, team members in their respective roles agree to adhere to the framework as they fulfill their covenant to reasonably do all in their power to achieve the district mission and advocate for our public schools and the children they serve.

Policy: N/A

Fiscal Impact: Zero Impact

Attachments(s): N/A

I. Purpose of this Manual

Highly effective Boards operate as a cohesive team. The Board recognizes its important role and function as well as its broad responsibility on behalf of our children, staff, and families. To that end the Board has determined to formalize its framework for effectively operating as a governing unit.

The framework establishes the basis for operational norms agreed upon by the full team (Board of Education members and the Superintendent). In adopting this manual as part of formal board action in an open meeting, team members in their respective roles agree to adhere to the framework as they fulfill their covenant to reasonably do all in their power to achieve the district mission and advocate for our public schools and the children they serve.

With this understanding, the Fayette County Board of Education hereby adopts this Governance Manual to provide cogent guidance and consistent support for the internal operations of the Board. It outlines the manner and spirit it will utilize to fulfill its statutory role. The manual's foundation is one of building and sustaining a mutually respectful, positive culture of excellence, equity and educational effectiveness.

II. District Mission, Core Values, Vision, and Commitment to Equity

In fulfilling its important responsibilities, the Board affirms the mission of Fayette County Public Schools and begins each regular meeting of the Board of Education with a reading of this mission statement to help ground and guide the Board's work:

The mission of Fayette County Public Schools is to create a collaborative community that ensures all students achieve at high levels and graduate prepared to excel in a global society.

In fulfilling this mission, Fayette County Public Schools has established five core values which guide both administrative and governance decisions:

1. Students first.
2. Victory is in the classroom.
3. Leadership, capacity building, shared accountability, and collaboration for results are keys to success.
4. Families are our partners.
5. It takes an entire community to ensure the success of our public schools.

Combined, this mission and these core values help focus the District's vision to ensure, "All Fayette County Public Schools graduates are prepared for college and careers, engaged fully in their communities and ready to excel in a global society."

Recognizing that the students and staff of Fayette County Public Schools reflect the rich and varied diversity of our community, our Board remains committed to diversity, equity, and inclusion efforts. We recognize that the work of equity is not limited simply to statements but must be intentional, ongoing, and meaningful--engaging community partners and ensuring educational opportunities for every child in every Zip code. In recognizing this important work, we affirm our District's equity statement in this manual and commit to this effort in both word and deed:

Fayette County Public Schools shall commit to providing educational excellence for every student. Achieving equity requires strategic decision-making to remedy opportunity gaps and create a barrier-free learning environment. District leaders will reflect this commitment in policy and in governance. As a district, we believe educational equity focuses on:

Inclusion: All learners are welcomed, accepted, and protected against harassment or discrimination in our schools as we celebrate the diversity of our students, staff, families, and community and teach our students to understand and effectively engage with people of different backgrounds.

Access: All learners shall have an equal opportunity to actively engage in all academic and extracurricular opportunities.

Process: All learners shall receive fair and just but not identical treatment and supports, including high-quality coursework that reflects the diversity of our students and highly qualified teachers who are prepared and supported to meet student needs.

Outcome: All learners shall have educational experiences that ensure achievement of high academic and social expectations.

To ensure that all students demonstrate growth and achievement, we must take timely, deliberate, and unified action to eliminate exclusionary practices and address historical and social barriers that prevent our students from reaching their highest potential.

The Board of Education will work collaboratively with the Superintendent and Equity Council in this shared commitment.

III. Roles & Responsibilities

The Board of Education recognizes the key and fundamental role it plays in governing, guiding, and directing the work of the District toward the mission, vision, and values articulated in the previous section. Likewise, we respect the critical and important role the Superintendent and their staff play in administering the day-to-day operations of the District, ensuring that the priorities established by the Board are carried out.

For example, the respective “lanes” of the Board in its governance capacity and the Superintendent in their management capacity includes, but is not limited to, the following:

School Board Governs (Guides/Directs)	Superintendent Manages (Administers/Operates)
<ul style="list-style-type: none"> • Decides What • Requests Information • Asks Relevant Questions • Considers the varying/different/many angles of Issues • Considers/Suggests, Amends, Reviews, Adopts Policy • Reviews Administrative Procedures • Monitors Student Progress and Tracks Data • Contracts with Personnel • Identifies Budget Goals and Priorities. • Reviews Current Financials and Approves an annual Budget • Listens to stakeholder input and Cultivates Community Support 	<ul style="list-style-type: none"> • Decides How • Provides Information • Answers Questions Meaningfully • Provides Recommendations on Issues • Develops, Recommends and Implements Policy • Develops and Implements Administrative Procedures • Shares Student Data and Reports Progress • Assigns, Supervises, and Evaluates Personnel • Develops Budget Based on Board Goals, Priorities, and Input • Shares current and Projected Financials and Implements Approved Budget • Engages and cultivates Stakeholder and Community Support

While our roles are unique and distinct, both the Board and the Superintendent recognize the need for and importance of working collaboratively and with clear, open, and honest communication and dialogue.

IV. Board Meetings

It is in open board meetings where the public business of the Board and the District is conducted. The Board commits to transparent governance and following all applicable laws relating to the conduct of open meetings on the public's right to know and be informed of Board business.

A. Planning & Study Sessions

To facilitate informed decision-making and dialogue among the Superintendent and their administrative team, the Board will conduct one meeting per month devoted to planning, studying, and discussing issues on which the Board will be asked to act during the month's regular meeting.

The planning session is designed to be an opportunity for in-depth discussion and analysis, question-and-answers, fact-finding, and ensuring that Board members are well informed on the issues at hand.

These sessions are not designed for final Board action and those instances should be limited only to time-sensitive or extraordinary situations with prior approval from the Board Chair or Vice Chair, where appropriate.

B. Agenda

Agenda Review

The Board Chair and Superintendent shall meet prior to the Board's monthly planning and study session to review the agenda and relevant items prior to its dissemination to the Board and public.

Receipt of the Agenda

To ensure Board members are prepared to engage in discussion and dialogue, the Board shall be provided a copy of the agenda and related items and attachments no later than one calendar week preceding the Board meeting during which the item will be discussed.

No item shall appear on the agenda for a regular monthly meeting of the Board without having been subject to discussion at a Board planning & study session

except in time-sensitive or extraordinary situations, subject to approval by the Board Chair or Vice Chair, where appropriate.

Adding Items to the Agenda and Board Requests

Items can be added to the agenda at the discretion of the Board Chair or by the written requests of three (3) board members. Such requests shall be submitted, in writing, to the Board Chair no later than two calendar weeks prior to the Board meeting.

Consent Agenda

The consent agenda--a block of items acted upon by a single vote of the Board of Education during its regular action meeting--shall be used only for matters of a routine/recurring nature. For each item included on the consent agenda, the Board shall be provided appropriate background material and opportunities for discussion and questions at the planning and study session preceding the regular meeting during which the consent agenda will be acted upon.

The consent agenda will be acted upon by a single vote.

More substantive items will be considered separately under "Action Items" and will not be placed on the consent agenda.

If a Board member wishes to pull an item from the consent agenda for individual consideration, they should notify the Board chair prior to the meeting.

C. Special Called Meetings

From time to time, the Board Chair may call meetings outside of the Board's regular meeting schedule for specific, time-sensitive, or extraordinary issues when circumstances require. The timeline for receipt of materials can be adjusted based on circumstances. Pursuant to the Kentucky Open Meetings Act, these meetings shall be restricted to the topic for which they were called.

D. Closed Session

The Board will, at times, need to enter closed session pursuant to KRS 61.810(1). Board members should be informed before a meeting of the need for the closed

session and the nature of the closed session so that they may properly prepare. The specific purpose of the closed session shall be stated while the Board is still in open session and no action shall be taken in closed session.

Discussion among Board members in closed session shall, pursuant to relevant state law, be confined to the topic necessitating the closed session. Board members shall keep in confidence the discussions held in closed session.

E. Conduct During Meetings

Attendance

Board members are encouraged to attend meetings of the Board of Education having prepared for the meeting and reviewed the relevant materials. Members should make their best effort to arrive at meetings on time and ready to conduct the business of the District. Any Board member failing to attend three (3) consecutive regular meetings, unless excused by the Board for reason satisfactory to it, could be subject to removal pursuant to KRS 415.050 and KRS 415.060.

Robert's Rules of Order

Pursuant to Board policy 01.4, "The Board shall observe Robert's Rules of Order, with the exception that the chairperson may make a motion, second, discuss, and vote on all matters before the Board, or where otherwise provided by law." Information and guidelines on particular and common motions and parliamentary procedure can be found in the Appendix.

Discussion and Debate

To ensure efficient meetings and that all Board members have the opportunity to share, Board members shall first seek recognition from the Board Chair, or Vice Chair if acting in the capacity of Chair to conduct the meeting.

Prior to any motion, Board members may ask questions of staff on the recommendation or topic under discussion. Once a motion is made, Board members may speak on the issue at hand. Remarks shall be confined to the motion or matter under discussion.

Board members recognize that it is “the measure, not the person” under discussion and shall refrain from personal attacks or invectives targeted toward staff, members of the community, or fellow Board members.

The Board meeting is not intended as a platform for airing grievances against fellow Board members or members of the staff. Such concerns should be handled if needed through complaint processes outlined in Board policies and related administrative procedures.

Voting

No action can be taken in the absence of a quorum of the Board. A majority of the Board constitutes a quorum. A concurring vote of a majority of the full Board is necessary to take any particular action, unless otherwise specified by statute. Voting shall be done by voice vote, with members clearly stating their support or opposition when the vote is called by the Board Chair. Members of the Board who are present but abstain from voting are considered as acquiescing with the majority vote.

Outside Communication

Members of the Board should not engage in other forms of communication (text, emails, etc.) during meetings about topics on the agenda.

F. Yearly Calendar of Topics

To facilitate the Board and Superintendent’s planning, discussion, and fulfillment of roles, the Superintendent and their staff shall establish a yearly calendar identifying key recurring and important items that will be subject to Board review and Board action and review throughout the year. This calendar will help guide the work of both the Board and the Administration, ensure deadlines are met, and provide ample time for review and consideration of matters brought before the Board.

G. Outside Representatives

The Superintendent and their staff shall endeavor to include diverse and representative voices within the presentations they make to the Board during Board meetings, including the voices of students, staff, and community partners

whose insight and perspective are relevant to the topic the Board is considering or discussing.

H. Public Participation

Members of the public may be provided an opportunity to speak during the Board's regularly monthly action meeting. The Superintendent or their designee shall establish a process for members of the public to sign-up to speak before the meeting is called to order.

Agenda-Specific Items

The total time for public comment on matters appearing on the agenda will be limited to thirty (30) minutes. The time allotted to individual speakers is at the discretion of the chair, depending on the total number of speakers and the lateness of the hour.

Non-Agenda Items

The total time for public comment on matters not appearing on the agenda will be limited to fifteen (15) minutes. The time allotted to individual speakers is at the discretion of the chair, depending on the total number of speakers and the lateness of the hour.

Conduct

The Board encourages public participation and engagement. This time, however, is not intended to be a time of debate or direct engagement with the Board.

Furthermore, members of the public are encouraged to model civil and respectful discourse and conduct.

V. Communications and Public Engagement

A. Communication

Good communication is a core leadership function and a key characteristic of a highly effective Board Team. Effective communication and effective leadership are closely intertwined and thus Board members need to be skilled

communicators to strengthen relationships and their governance work: this includes communication among the Board team, with the superintendent, at the district level, in communities and groups, and sometimes on a global scale. Clear, transparent, and direct lines of consistent communication between all parties are important to ensure the mission, vision, and values of Fayette County Public Schools are the focus of the work of the Board of Education.

Board Team

The Board Chair is the spokesperson for the board when addressing actions taken by, priorities of, or matters pertaining to the Board of Education. Unless otherwise approved or authorized by the Board, individual members cannot speak for the Board in an official capacity or otherwise represent the views of the Board.

The Board Team communicates with the community and media through public meetings, presentations, regular publications, surveys, and district website.

When a message is sent to the Board as a whole (e.g., the feedback email and other), individual board members should refrain from responding on behalf of the Board. If action is required at a campus or other department within the district, the message will be forwarded, by the superintendent, to the appropriate FCPS team member to ensure the question is answered or issue is addressed. Should a message require attention from the Board of Education, the superintendent will work with the Board on a response. Reply chains involving all Board members should be avoided if they would run afoul of requirements under the Kentucky Open Meetings Act.

Requests for information from the public shall be referred to the superintendent or the superintendent's designee and will be addressed pursuant to the Open Records Act, KRS 61.870 to KRS 61.884, and other applicable law.

Board Members

Board members shall be mindful of the Open Meeting requirements as outlined in KRS 61.800 to KRS 61.850.

Board members may share and request information but may not engage in discussion or deliberation of matters that could come before the board for consideration and action with three or more members outside of the meeting.

Board members will invariably find themselves in shared social affairs and other functions. Informal discussions on general matters like education trends and issues are acceptable. Board members should, however, avoid discussion of specific board business or pending positions in such settings.

Board and Superintendent

The Superintendent will frequently communicate directly with the Board of Education in a weekly memo and will also make reasonable efforts to be accessible to individual board members as needed/or requested. The Superintendent will communicate with the Board of Education as soon as practical on emergencies via telephone calls, text messages, and/or email.

Individual board members will keep the Superintendent informed about matters of importance through telephone calls, text messages, email, or personal visits. To streamline communication, individual board members may direct inquiries to the superintendent or staff through the Chair. In such circumstances, Board members may submit questions/requests for the superintendent to the Chair by noon on Friday for inclusion in the Chair's weekly memo to the superintendent. In turn, the Board Chair will communicate information in a timely manner to all Board members.

Board and Staff

If communication with individual board members is initiated by staff members, the individual board member will refer the staff to the appropriate person/chain of command. If the communication is to involve communication from an individual board member, the superintendent will be initially notified of staff communications, but may be excluded in further correspondence after direct communication from the staff member has been established (e.g., when a staff communication concerns a complaint against the Superintendent, or when the Superintendent has directed or requested a staff member communicate directly with an individual board member on a matter).

Board members will be mindful that all district staff work directly for the superintendent, and thus should direct requests for information, records, data,

etc. to the Superintendent who will then work with their staff to best gather the requested information in a timely manner. When appropriate, the requested information will be shared with all board members, so as to keep the entire Board team dutifully informed.

No individual Board member shall direct or require district staff to prepare reports derived from an analysis of information in existing district records or to create a new record compiled from information in existing district records. Directives to the Superintendent regarding the preparation of reports shall be by Board action.

An individual Board member, acting in their official capacity, shall have the right to seek information pertaining to District fiscal affairs, business transactions, governance matters, including information that properly may be withheld from members of the general public. If a Board member is not acting in their official capacity, they have no greater right to District records than a member of the public.

Board and Board Attorney

Engagement with the Board Attorney by individual Board members should first be facilitated by the Board Chair or, where appropriate, Board Vice Chair. The Superintendent and General Counsel may also engage the Board Attorney on matters reasonably determined to be of importance to the Board.

Board and Public

When communicating with the public and constituents in their individual capacity, Board members should endeavor to underscore that their communication reflects their own personal views and opinions and not that of the Board of Education.

In communications to the public—including, but not limited to, emails, social media posts, and phone conversations—Board members shall not divulge information that would otherwise violate the confidentiality of closed Board sessions or the provisions of federal and state privacy laws.

Media Inquiries

The Board Chair shall be the official spokesperson for the Board to the media/press on issues of media attention. Board members should forward media inquiries to the Chair, superintendent, and/or the superintendent's designee.

B. School/Site Visits

Board members are encouraged to visit schools and school-sponsored activities and should make arrangements to visit schools during instructional hours through the superintendent's executive assistant.

Board members should inform the Superintendent and Chair of their intention to visit schools if such visits occur during the school day.

The Superintendent and/or the superintendent's designee will regularly communicate with Board members about special events on campuses and within the community in order to offer the opportunity for the Board to demonstrate support of the District's endeavors.

C. Open Records and Open Meetings

Board members should be mindful of the requirements under the Kentucky Open Meetings Act in their conversations with Board members outside of an open meeting. In addition, Board members are reminded that communications related to public business may be subject to the Kentucky Open Records Act as well as state and federal privacy laws.

Board members should refrain from communicating with individuals via electronic device about Board business during a Board meeting.

VI. Standards of Conduct & Conflicts of Interest

A. Development

The Board shall work collaboratively to develop standards of conduct and practice, which will be used to ensure a shared commitment to the service they were elected to do and engage in conduct conducive to a collaborative environment and advocacy for public education. The Board shall review and

update these standards as appropriate when new Board members are elected or otherwise join the Board or when a new Superintendent is hired.

B. Adoption

The standards shall be adopted by vote of the Board of Education during a publicly held meeting of the Board of Education upon initial adoption or revision.

C. Self-Evaluation

The Board shall develop a process for bi-annual self-evaluation in alignment with Board-identified goals and priorities. The evaluation process shall include both self-evaluation for individual board members and group evaluation of the board as a whole.

D. Complaints & Conflicts of Interest

Reporting of Associations

Each Board member shall report annually to the Board attorney, on a form developed by the Board attorney, any employment, financial interests, claims, appointments, offices, familial relationships, and activities that reasonably may create a conflict of interest under Board policy or applicable law.

These forms and the Board attorney's certification that no conflicts exist shall be posted on the District website.

Complaints and Grievances

Complaints from Board members about a fellow Board member shall be referred in writing to the Board Chair (or the Vice Chair, where appropriate). The matter will then be forwarded to the Board attorney for review and evaluation. The Board Chair (or, if applicable, Vice Chair) will notify the superintendent and the parties involved.

VII. Superintendent Evaluation

The Board Chair shall work collaboratively with the superintendent to develop evaluation framework, timelines, and criteria in keeping with Board policy and applicable law for consideration and approval by the Board of Education. The evaluation framework shall include goals and priorities as well as measures of success and meet requirements otherwise established by regulations of the Kentucky Department of Education and Board policy.

The Board shall engage with the Superintendent at least quarterly in a series of formative evaluations and discussions centered around the framework and guidelines established as outlined above. A summative evaluation shall be completed annually, incorporating the feedback from all Board members preliminarily discussed during a closed session of the Board of Education held for that purpose. The results of the Superintendent's summative evaluation shall be adopted as part of an open session of the Board of Education.

VIII. Board Committees

To facilitate the work of the Board of Education, the Board may establish committees consisting of at least one Board member and a staff liaison designated by the superintendent. Committees shall receive and respond to charges and requests from the Board of Education and report back to the Board as directed. Committees established by the Board may be subject to the Open Meetings Act and therefore should endeavor to conduct themselves accordingly unless the Board Attorney or General Counsel determines the Act does not apply.

IX. Recognitions

The Board is committed to recognizing the success of our students and staff. The Board, in coordination with the Superintendent or their designee, will establish a process such that individual students, school-sponsored teams, or staff members will be publicly recognized by the Board.

The Board will establish a regular schedule of these recognition events, endeavoring to hold these events at least once per quarter at various locations throughout the District.

X. New Board Member Orientation

The Board Chair, or their designee, will be responsible for facilitating orientation and on-boarding for newly elected or appointed members of the Board of Education.

XI. Protocol Evaluation and Review

The Board shall annually review these protocols and, as needed, make revisions and updates subject to Board approval. Additionally, these protocols shall be reviewed and approved upon a change in composition of the Board or a change in the position of Superintendent.

Appendix Contents

- Powers and Duties Policy Page
- Portrait of a Graduate
- Organizational Chart (when completed)
- Board Member Oath of Office
- Duties of Officers (from policies)
- Standards of Practice/Conduct
- Robert's Rules "Cheat Sheet"



FAYETTE COUNTY PUBLIC SCHOOLS

Executive Summary
Fayette County Public Schools Board Meeting
Agenda Item

MEETING: Planning

DATE: 11/8/2021

TOPIC: Hiring of a Lobbyist for the School District

PREPARED BY: Kyna Koch

Recommended Action on: None
Discussion Item

Superintendent Prior Approval: Yes

Recommendation/Motion: None

Background/Rationale: As a public school district, FCPS operates within the statutory framework established by the Kentucky General Assembly, and the related regulatory framework of the Kentucky Department of Education, Education Professional Standards Board and other Executive Branch departments. Thus, the actions and policy decisions of state government have a significant impact on the District's work. Should the board seek to engage a firm to provide lobbying and related services to promote the education policy agenda of the Fayette County Board of Education with the Legislative and Executive Branches of the Commonwealth of Kentucky?

Policy: N/A

Fiscal Impact: Approximately \$60,000 annually

Attachments(s): None

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

MEETING: Planning

DATE: 11/8/2021

TOPIC: 2021-22 District Wellness Report

PREPARED BY: Debbie Boian and Michelle Coker

**Recommended Action on: 11/8/2021
Informational Item**

Superintendent Prior Approval: No

Recommendation/Motion: Item for Information Only

Background/Rationale: The District is required to present an annual Wellness Report to the Board and to the public for comment. The report will be placed on the District Website and the public will be allowed to submit comment until December 23, 2022. The District will hold a Public Hearing to review public comment on January 24, 2022, at 3:45 p.m. Final Results will be shared with the Board at its Regular Meeting on January 25, 2022.

Policy: 702 KAR 1:160 School Health Services and 09.2 Student Wellness

Fiscal Impact: None

Attachments(s): 2021-22 District Wellness Report

FCPS WELLNESS REPORT CARD

NUTRITION AND PHYSICAL ACTIVITY FALL 2021

FCPS CHILD/SCHOOL NUTRITION Program is administered through the United States Department of Agriculture (USDA), Kentucky Department of Education (KDE), the Kentucky Department of Agriculture (KDA) and the FCPS Board of Education. Comprehensive regulations must be followed in order to receive federal funding to operate the program.



The following USDA programs are provided in FCPS:
National School Breakfast & Lunch (NSBLP) = school meals
Summer Food Service Program (SFSP) = summer meals
Seamless Summer Option (SSO) = summer meals
Child and Adult Care Food Program (CACFP) = dinner meals
Fresh Fruit and Vegetable Program (FFVP)

School year 2020-21 while students were remote, meal service was provided via curbside meal pick-up. Upon students returning to school in-person, they were provided meals at their school site on a daily basis.

In August 2021 based on the continuation of the pandemic, USDA provided a waiver to allow Child Nutrition Programs to utilize SSO instead of the NSBLP. This program provides all students access to a free breakfast and lunch daily. This waiver will continue through May 2022.



FAYETTE COUNTY PUBLIC SCHOOLS

www.FCPS.net/food
www.fayette.nutrislice.com
www.sustainability.FCPS.net
facebook: /fayettecountyfarmtoschool

School Year 20-21
August 2020 - May 2021
3,017,786 meals

Summer Feeding
June - July 2021
247,706 meals

USDA MEAL REGULATIONS

Breakfast Meals consist of grains, fruit & dairy.

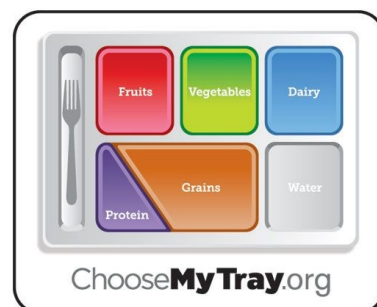
Lunch/Dinner Meals consist of protein, grain, vegetable, fruit & dairy.

Meal Components:

- ♦ Protein = lean meats, plus vegetarian options
- ♦ Grain = only whole grain rich items including breading on entrees
- ♦ Fruit = variety fresh and canned (packed in juice)
- ♦ Vegetables = variety of fresh, frozen and canned
- ♦ Dairy = fat-free and 1% milk options

Nutritional Guidelines:

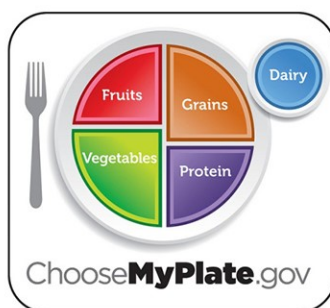
- ♦ Fat = less 30%, zero trans fats
- ♦ Sodium = low sodium guidelines
- ♦ Sugar = low sugar guidelines
- ♦ Portion controlled



Pandemic Challenges:

School meal programs have been greatly affected by the pandemic issues regarding product and staffing shortages. Menus are planned, posted and products are ordered in advance. However, with the many challenges regarding food production and distribution, there have been product shortages. These shortages may lead to a change in the daily menu. Some items may be changed to a different day, substituted and/or not provided at all.

Even though specific menu items might be affected as listed above, specified meal components will still be offered.

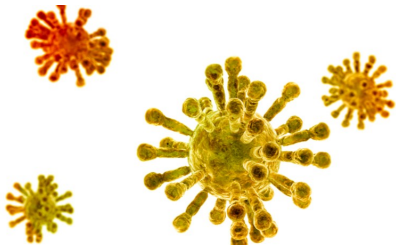


SAFETY PROTOCOLS

Child/School Nutrition has continued to follow safety protocols in-regards to the pandemic.

Staff follow standard operating procedures regarding food safety as well as additional Covid safety procedures. This includes but it not limited to wearing masks, social distancing, providing barriers and additional disinfecting of surface and high contact areas.

WELLNESS SUMMARY



The following health initiatives continued during the 2020-21 school year:

- ♦ Healthfirst Bluegrass Clinics remained open during the statewide shutdown to provide healthcare to their patients.
- ♦ School health nurses continued to work on vaccination compliance and as a result, compliance rates increased significantly. Especially at the middle and high school levels. This, however was a temporary increase as we are now struggling with students who were unable or uncomfortable visiting their pediatricians for well visits. School nurses are attempting to contact parents to get student vaccines updated for 2021-22.
- ♦ Trainings for emergency and daily medication dispensing continued.
- ♦ The University of Kentucky's #Icanendthe trend continued to conduct several Nicotine resistance and prevention workshops for middle and high schools in a virtual format. The University of Kentucky College of Nursing is working with the District to study the impact of these initiatives.
- ♦ Kentucky SHAPE and SHAPE America partnered with the District to provide guidance on virtual health and PE curriculum programming, and continue to offer support for mitigation practices in a Physical Education setting.
- ♦ The District has partnered with Wild Health to conduct a number of COVID19 vaccine events for students, staff and families with over 2000 vaccines given to date.



WELLNESS GOALS

The District will work to accomplish the following health/wellness initiatives in the coming year:

- ♦ After our first year of 100% compliance (2018-19) with the Alliance for a Healthier Generation's Assessment, we have fallen to 67%, with most of our compliance in the elementary grades. A goal of 80% has been set for next year.
- ♦ Strengths identified in the assessment are Nutrition Services and Health and Physical Education, lower scores were noted in the areas of Physical Activity and Employee Wellness. We will attempt to focus on increasing all scores, but paying particular attention to the lower score areas, as they have been cited in past Health and Wellness Reports as areas needing focus.
- ♦ Work has begun with the Kentucky Department of Education, Kentucky Department of Public Health, the Lexington Fayette County Health Department and Healthfirst Bluegrass to infuse epidemiology content into K-12 Health and Science Curriculum as a pilot program.
- ♦ Continue to leverage cooperation between the Local Health Department, Healthfirst Bluegrass and FCPS to continue to focus on the Whole Child model of Wellness.





FAYETTE COUNTY PUBLIC SCHOOLS

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

MEETING: Planning

DATE: 11/8/2021

TOPIC: PURCHASE – Online Curriculum

PREPARED BY: James McMillin/Sherri Heise

Recommended Action on: 11/22/2021

Action Item for Vote (REGULAR MEETING)

Superintendent Prior Approval: Yes

Recommendation/Motion: APPROVE

Background/Rationale: Edgenuity will provide Odysseyware, a One-Year Site License for (1) Grades 3-8 math, ELA science, social studies (2) MS math, ELA science, social studies, and MS electives, (3) HS content for math, ELA, science, social studies, HS electives, world languages, and Test Prep

Policy: 01.11 – Purchases >\$30,000 Must be Approved by The Board

Fiscal Impact: \$237,360

Attachments(s): Purchase Agreement and Quotes 182077 and Standard Terms and Conditions



Edgenuity Inc.
8860 E. Chaparral Road
Suite 100
Scottsdale AZ 85250
877-725-4257

Price Quote for Services
FAYETTE COUNTY PUBLIC SCHOOLS
Lexington KY
Account Number 69165
Quote Number 182077
Total \$237,360.00
Date 7/13/2021

Payment Schedule

PO Required

Contract Start

8/1/2021

Contract End

7/31/2022

Site	Description	Comment	End Date	Per Unit Cost	Qty	Cost
	Odysseyware 6-8 Comprehensive Site License (all MS math, ELA, science, social studies, and MS electives; excludes eDynamic Learning and Purpose Prep)		07/31/2022	\$9,000.00	11	\$99,000.00

1. BEAUMONT MIDDLE SCHOOL
2. BRYAN STATION MIDDLE SCHOOL
3. CRAWFORD MIDDLE SCHOOL
4. EDYTHE J HAYES MIDDLE SCHOOL
5. JESSIE M CLARK MIDDLE SCHOOL
6. LEESTOWN MIDDLE SCHOOL
7. LEXINGTON TRADITIONAL MAGNET SCHOOL
8. Morton Middle School
9. Southern Middle School
10. Tates Creek Middle School
11. Winburn Middle School

Edgenuity will audit enrollment count throughout the year. If more enrollments are found to be in use than purchased, Edgenuity will invoice the customer for the additional usage.

This quote is subject to Edgenuity Inc. Standard Terms and Conditions ("Terms and Conditions"). These Terms and Conditions are available at <http://www.edgenuity.com/edgenuity-standard-terms-and-conditions-of-sale.pdf>, may change without notice and are incorporated by this reference. By signing this quote or by submitting a purchase order or form purchasing document, Customer explicitly agrees to these Terms and Conditions resulting in a legally binding agreement. To the fullest extent permitted under applicable law, all pricing information contained in this quote is confidential, and may not be shared with third parties without Edgenuity's written consent.

FAYETTE COUNTY PUBLIC SCHOOLS

Edgenuity Inc. Representative

Tim Renfro

Signature: _____

Print Name: _____

Title: _____

Date: _____

Not valid unless accompanied by a purchase order. Please specify a shipping address if applicable. All order documentation can be submitted electronically at <https://edgenuity.formstack.com/forms/ar>. Alternatively you can e-mail this quote, the purchase order and order documentation to AR@edgenuity.com or fax to 480-423-0213.

AR
11-1-21



Edgenuity Inc.
8860 E. Chaparral Road
Suite 100
Scottsdale AZ 85250
877-725-4257

Price Quote for Services
FAYETTE COUNTY PUBLIC SCHOOLS
Lexington KY
Account Number 69165
Quote Number 182077
Total \$237,360.00
Date 7/13/2021

Site	Description	Comment	End Date	Per Unit Cost	Qty	Cost
	Odysseyware 3-8 Comprehensive Site License (all 3-8 math, ELA, science, social studies, and MS electives; excludes eDynamic Learning and Purpose Prep)		07/31/2022	\$9,000.00	1	\$9,000.00

1. Scapa At Bluegrass Middle School

Site	Description	Comment	End Date	Per Unit Cost	Qty	Cost
	Digital Libraries Enhanced CTE Add-on Site License		07/31/2022	\$9,240.00	6	\$55,440.00
	Odysseyware 9-12 Comprehensive Site License (HS content for math, ELA, science, social studies, electives, world languages, Test Prep; excludes eDynamic Learning and Purpose Prep)		07/31/2022	\$12,320.00	6	\$73,920.00

1. BRYAN STATION HIGH SCHOOL

2. Frederick Douglas High School

3. HENRY CLAY HIGH SCHOOL

4. LAFAYETTE HIGH SCHOOL

5. Paul Laurence Dunbar High School

6. Tates Creek High School

Subtotal \$237,360.00
Total \$237,360.00

It's been a pleasure working with you!



STANDARD TERMS AND CONDITIONS

These Terms and Conditions govern the provision of products and services as set forth in the applicable Edgenuity quote, customer-accepted proposal, or purchase order (collectively the "Quote," and with these Terms and Conditions, the "Agreement"). Edgenuity updates these Standard Terms from time-to-time, and posts the current version on its website at <http://www.edgenuity.com/edgenuity-standard-terms-and-conditions.pdf>.

1. DEFINITIONS.

- a. **Subscription** refers to Edgenuity's internet based learning management software as a service. The Subscription includes access to the **Licensed Material** (defined below) and **Third Party Services** found at <https://www.edgenuity.com/third-party-terms.pdf>.
- b. **Licensed Material** refers to the Edgenuity products and services specified in the Quote or other agreement, which may include Edgenuity Courseware, audio, video and other content, curriculum, documentation and software including applets and animations.
- c. **Professional Development** refers to all implementation planning, program design, administrative and instructional training, consulting and coaching for education professionals provided by Edgenuity as described in the applicable Quote. Professional Development services are also subject to the additional terms contained in the attached Addendum.
- d. **Instructional Services** refers to services provided by Edgenuity including student access to teachers and coaches, the development and implementation of policies and procedures for purposes of improving student outcomes, and other services as stated in the applicable Quote. Instructional Services are also subject to the additional terms contained in the attached Addendum.

2. LICENSE and SERVICES.

- a. **License.** Edgenuity grants Customer a non-exclusive, non-transferable license to access and use Licensed Material for internal educational and training purposes solely for the Subscription as set forth in the Quote. This Agreement provides only Customer and Customer's specifically authorized instructors, administrators, students and parents ("End Users") access to and use of the Subscription solely for internal education- and training-related purposes. License and Service types are listed below:
 - i. **Concurrent License** - provides access to software throughout the Term by all authorized Users based on the number of simultaneous licenses purchased. Total number of users accessing program simultaneously cannot exceed total quantity of licenses purchased.
 - ii. **Reusable License** - provides access to software throughout the Term by all authorized users based on the number of semester course enrollments purchased. Once a course enrollment is disabled or completed, the enrollment license can be reused for that student or another student throughout the contract period.
 - iii. **Single User** - available to a single User identified by name and designated as the sole Student User of the specific license throughout the Term. Licenses cannot be transferred to another User.
 - iv. **Site License** - provides access to software throughout the Term by all authorized Users located in the specific physical site identified on the Price Quote. Must be a traditional brick and mortar educational institution that provides educational services to students at a common physical location. Not available for virtual schools.
 - v. **Virtual School** - a Customer that is (a) a private school licensed by the applicable state where students do not meet physically regularly for learning but where there is a teacher of record available to students enrolled at the institution and much of the learning takes place over the Internet with regular assistance or guidance from the teacher of record or (b) a private tutoring provider that makes available personal attention to each student clients enrolled in a program by faculty of tutoring provider and such services are the primary purpose of enrollment by students Clients; or (c) a public program implemented by School District where students do not meet physically regularly for learning but where there is a teacher of record available to students enrolled at the institution and much of the learning takes place over the Internet with regular assistance or guidance from the teacher of record regularly for learning; and (d) with respect to (a), (b), and (c) a Virtual School is not school that sells licenses or access to Software on a standalone bases or sells license or access to Software to students not actively enrolled in and participating in learning services provided by the private school or tutoring provider.

Licenses are available to access software throughout the Term by authorized Users not to exceed specific quantities stated on Price Quote.

- b. **Services.** If set forth in the Quote, Edgenuity will also provide Professional Development and/or Instructional Services, subject to the additional terms and conditions attached hereto as the Addendum for Instructional Services and Professional Development. Customer's access to any Professional Development or Instructional Services will expire at the end of the Term set forth in the applicable Quote, or if the Subscription is terminated for any reason.
- c. **Edgenuity Technical and Customer Support.** Edgenuity will provide technical and customer support for the Service. Technical support includes system updates and enhancements when generally made available and pushed per Edgenuity's regularly scheduled maintenance. Information on customer support and technical requirements is found at <https://www.edgenuity.com/support/customer-support/>.

3. USE OF SUBSCRIPTION.

- a. **Customer Data and Student Data.** All data and materials uploaded or entered during use of the Subscription by Customer, including student information and student records, remain the property of Customer ("Customer Data"). All student-generated content and personally identifiable information about any students ("Student Data") shall remain the property of the student, or of the parent or legal guardian of the student. Customer represents and warrants that it has appropriate rights to any Customer Data and Student Data. Customer grants Edgenuity the right to use the Customer Data and Student Data solely for purposes of performing under this Agreement. Students (or Parents or legal

guardians of the Student), retain ownership and control of all Student Data that is provided or accessed through Edgenuity's course, and ownership of such Student Data never passes to Edgenuity. During the term of this Agreement, Customer may export Customer Data and Student Data to the extent allowed by the functionality within the Subscription. For training and demonstration purposes, Edgenuity may use and share Customer Data and Student Data, but will share only with supervisors, instructors and other Customer employees who have appropriate authorization.

- b. **Customer Responsibilities.** Customer must (i) keep its passwords secure and confidential; (ii) be solely responsible for Customer Data and all activity in its account; (iii) use commercially reasonable efforts to prevent unauthorized access to its account and notify Edgenuity promptly of any such unauthorized access; and (iv) use the Subscription as described in Edgenuity's written technical guides. Customer authorizes its integrators or other third party vendors and Edgenuity to conduct initial setup and to allow continued access to the Subscription for the sole benefit of Customer. Customer may provide Edgenuity the name and contact information for all third parties authorized by Customer, or necessary for Customer to use the Subscription. Customer is solely responsible for ensuring compliance by its authorized integrators or other third party vendor(s) with all federal, state and local privacy laws and regulations. **EDGENUITY HEREBY DISCLAIMS FOR ALL PURPOSES AND CIRCUMSTANCES ANY RESPONSIBILITY OR LIABILITY FOR USE OF THE PRODUCTS INCLUDING THE CUSTOMIZATION THEREOF.**

4. WARRANTIES and DISCLAIMERS.

- a. **Compliance Warranty & Privacy Policy.** Edgenuity will comply with, and will cause each of its employees, agents, and contractors to comply with, all state, federal and municipal laws and regulations applicable to its performance under this Agreement ("Applicable Laws"), including without limitation the Family Educational Rights and Privacy Act ("FERPA"), and the Children's Online Privacy Protection Act ("COPPA"). Edgenuity's Privacy Policy, which is incorporated by reference into these terms and conditions, contains additional terms regarding Edgenuity's use of and commitment to safeguarding Student Data, and compliance with other student privacy laws. Customers and End Users can find Edgenuity's privacy policy at <http://www.edgenuity.com/Information/Privacy/>. Customer is responsible for providing notice of its own privacy policy to parents of its student and for obtaining any necessary parental consents for students to use the Subscription as may be required by Applicable Law.
- b. **Professional Development and Instructional Services Warranty.** Edgenuity warrants that it will provide Professional Development and/or Instructional Services in a professional and competent manner consistent with the terms of this Agreement and under generally accepted industry standards.
- c. **Edgenuity Service Warranty.** Edgenuity warrants that it will make commercially reasonable efforts to maintain the online availability of the Subscription. **CUSTOMER'S EXCLUSIVE REMEDY AND EDGENUITY'S ENTIRE LIABILITY UNDER THIS WARRANTY WILL BE FOR EDGENUITY TO REPAIR THE NON-CONFORMING SERVICE, OR IF EDGENUITY CANNOT MAKE SUCH REPAIR WITHIN A REASONABLE PERIOD OF TIME, THEN EDGENUITY MAY TERMINATE ACCESS TO THE SUBSCRIPTION AND REFUND A PORTION OF THE FEE.**
- d. **DISCLAIMERS.** THE SUBSCRIPTION IS PROVIDED "AS IS" AND WITH ALL FAULTS. EXCEPT FOR THE ABOVE WARRANTIES, THE SUBSCRIPTION AND ANY PROFESSIONAL DEVELOPMENT AND INSTRUCTIONAL SERVICES ARE PROVIDED ON AN "AS-IS" AND "WHEN AVAILABLE" BASIS. EDGENUITY EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES CONCERNING THE SUBSCRIPTION AND SERVICES TO THE EXTENT ALLOWED BY LAW, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE IS NO WARRANTY THAT THE OPERATION OR CONNECTIVITY OF THE SUBSCRIPTION WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THE SUBSCRIPTION WILL BE FREE OF ALL POSSIBLE METHODS OF UNAUTHORIZED ACCESS, ATTACK, OR INTRUSION.

- 5. **PAYMENT, INVOICING AND TAXES.** Unless otherwise provided in the Quote, Customer will pay the amount of each invoice net 30 days after the invoice date. Except to the extent that Customer provides Edgenuity with a valid tax exemption certificate authorized by the appropriate taxing authority, Customer must pay any taxes, impositions, or other charges imposed or levied by any governmental authority, including any sales, use, value-added, or withholding taxes, in connection with the Quote, excluding Edgenuity income and payroll taxes.

6. MUTUAL CONFIDENTIALITY.

- a. **Definition of Confidential Information.** Confidential Information means all non-public information including Personally Identifiable Information ("PII") as defined by Applicable Law, disclosed by a party ("Discloser") to the other party ("Recipient"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure ("Confidential Information"). Edgenuity's Confidential Information includes without limitation the Service, its user interface design and layout, pricing information, and the Licensed Material.
- b. **Protection of Confidential Information.** The Recipient must use the same degree of care that it uses to protect the confidentiality of its own confidential information (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Discloser for any purpose outside the scope of this Agreement. The Recipient must make commercially reasonable efforts to limit access to Confidential Information of Discloser to those of its employees and contractors who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with Recipient no less restrictive than the confidentiality terms of this Agreement.
- c. **Exclusions.** Confidential Information excludes information that: (i) is or becomes generally known to the public without breach of any obligation owed to Discloser; (ii) was known to the Recipient before its disclosure by the Discloser without breach of any obligation owed to the Discloser; (iii) is received from a third party without breach of any obligation owed to Discloser; or (iv) was independently developed by the Recipient without use or access to the Confidential Information. The Recipient may disclose Confidential Information to the extent required by law or court order, but will provide Discloser with advance written notice to seek a protective order.

7. EDGENUITY PROPERTY.

- a. **Reservation of Rights.** The content, documentation, software, workflow processes, user interface, designs, know-how and other items provided by Edgenuity as part of the Subscription, any Instructional Services or Professional Development, or in response to Customer requests for customized content are the proprietary property of Edgenuity and its licensors, and all right, title and interest in and to such items, including all associated intellectual property rights, remain only with Edgenuity and its licensors. Customer may not remove or modify any proprietary marking or restrictive legends in the Edgenuity Courseware. Edgenuity reserves all rights unless expressly granted in this Agreement.
- b. **Restrictions.** Customer may not (i) sell, resell, rent or lease the access to the Subscription or use it in a service provider capacity; (ii) use the Subscription to store or transmit infringing, unsolicited marketing emails, libelous, or otherwise objectionable, unlawful or tortious material, or to store or transmit material in violation of third-party rights; (iii) interfere with or disrupt the integrity or performance of the Subscription or attempt to gain unauthorized access to the Subscription or its related systems or networks; (iv) use the Subscription for other than internal Customer educational purposes; (v) reproduce, frame, mirror, modify, translate, enhance, decompile, disassemble, copy, download or reverse engineer the Subscription or modify, create derivative works based on the Subscription; or (vi) access the Subscription to build a competitive service or product, or copy any feature, function or graphic for competitive purposes.

8. TERM AND TERMINATION.

- a. **Term.** The Term of this Agreement and Customer's access to the Subscription, Services, and any instructional Services or Professional Development services will continue for the period indicated on the applicable Quote, unless terminated by Edgenuity for material breach. The term of the Agreement begins and ends on the effective dates stated in the Price Quote for Services ("Term") and Customer only has the right to use the Products and/or Service during the Term. The Term may be extended for an additional one (1) year renewal term (or other duration stated in the invoice) upon Edgenuity's issuance of an invoice for extension and either: (a) payment for such invoice by Customer or (b) Customer's continued accessing and use of the Products and/or Service.
- b. **Funding-Out Clause.** If Customer is a governmental entity receiving federal funds, Customer's payment obligation may be conditioned upon the availability of funds that are appropriated or allocated by the applicable government agency. If funds are not allocated, Customer may terminate this Agreement at the end of the period for which funds are available. Customer must notify Edgenuity in writing within thirty (30) calendar days before termination. Upon termination, Edgenuity will be entitled to a pro-rata portion of the fees for Service performed up to the date of termination.
- c. **Non-payment of Fees.** Edgenuity may terminate the Agreement and access to the Subscription in a Quote within ten (10) days after Customer receipt of a notice of non-payment of amounts owed under that Quote.
- d. **Mutual Termination for Material Breach.** Except for 7(b), if either party is in material breach of this Agreement, the non-breaching party may terminate this Agreement at the end of a written thirty (30) calendar day notice and cure period, if the breach has not been cured.
- e. **Access to and Return of Customer Data and Student Data.** For a period of up to sixty (60) days after termination, upon request, Edgenuity will make the Subscription available for Customer to access and export Customer Data and Student Data. Alternately, Customer may submit a written request to Edgenuity up to sixty (60) days after termination, to request the deletion of Student Data (other than anonymized or de-identified data that may be retained pursuant to Edgenuity's Privacy Policy).
- f. **Suspension for Violations of Law.** Edgenuity may temporarily suspend the Subscription or remove the applicable Customer Data, or both, if it in good faith believes that, as part of using the Subscription, Customer has violated a law. Edgenuity will attempt to contact Customer in advance.
- g. **Return or Destroy Edgenuity Materials Upon Termination.** Within sixty (60) days after expiration or termination of this Agreement for any reason, upon request, Customer agrees to return, delete or destroy all proprietary Edgenuity materials provided by Edgenuity. Customer will confirm its compliance with this destruction or return requirement in writing upon request of Edgenuity.

9. LIABILITY LIMIT.

- a. **EXCLUSION OF INDIRECT DAMAGES.** EDGENUITY IS NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, COSTS OF DELAY; LOSS OF DATA, RECORDS OR INFORMATION; AND LOST PROFITS), EVEN IF IT KNOWS OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS.
- b. **TOTAL LIMIT ON LIABILITY.** EDGENUITY'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT OR OTHERWISE) DOES NOT EXCEED THE AMOUNT PAID BY CUSTOMER WITHIN THE 12-MONTH PERIOD BEFORE THE EVENT THAT GAVE RISE TO THE LIABILITY.

10. INDEMNITY.

- a. Edgenuity will defend or settle any third party claim against Customer to the extent that such claim alleges that Edgenuity technology used to provide the Subscription violates a copyright, patent, trademark or other intellectual property right. Customer must promptly notify Edgenuity of any such claim in writing, cooperates with Edgenuity in the defense, and allow Edgenuity solely to control the defense or settlement of the claim. If such a claim appears likely, then Edgenuity may modify the Subscription, procure the necessary rights, or replace the infringing part of the Subscription with a functional equivalent. If Edgenuity determines that none of these are reasonably available, then Edgenuity may terminate the Subscription and refund any prepaid and unused fees. Edgenuity has no obligation for any claim, in whole or in part, arising from information, items or technology not provided by Edgenuity or for any third party services not owned by Edgenuity. THIS SECTION CONTAINS CUSTOMER'S EXCLUSIVE REMEDIES AND EDGENUITY'S SOLE LIABILITY FOR INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS.
- b. To the extent permitted under Applicable Law, each party will defend, indemnify and hold harmless the other party from and against any third party claims, injuries, losses, damages, settlements, penalties, fines, costs, or expenses (including reasonable attorneys' fees) that arise

from or relate to (i) the indemnifying party's negligence, misconduct or breach of this Agreement; and (ii) an indemnifying party's violation of Applicable Law.

11. OTHER TERMS.

- a. **Governing Law.** If Customer is a public school or district or other state or municipal governmental agency, this Agreement will be governed by the laws of the state where the Customer resides, excluding any conflict of law principles. Otherwise, this Agreement will be governed by the laws of the state of Arizona.
- b. **Entire Agreement and Changes.** These Terms and Conditions (and any Attachments) and the Quote constitute the entire agreement between the parties and supersede any prior or contemporaneous negotiations or agreements, whether oral or written, related to this subject matter. The Parties may modify this Agreement only by written agreement signed by both parties.
- c. **No Assignment.** Neither party may assign or transfer this Agreement or a Quote to a third party, except that this Agreement with all Quotes may be assigned, without the consent of the other party, as part of a merger or sale of all or substantially all the assets of a party.
- d. **Independent Contractors.** The parties to this Agreement are independent contractors, and this Agreement does not create any partnership, joint venture, employment, franchise, or agency between the parties. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent.
- e. **Feedback.** By submitting ideas, suggestions or feedback to Edgenuity regarding the Subscription, Customer agrees that items submitted do not contain confidential or proprietary information; and Customer grants Edgenuity an irrevocable, unlimited, royalty-free and fully-paid perpetual license to use such items for any business purpose.
- f. **Enforceability and Force Majeure.** If any term of this Agreement is invalid or unenforceable, the other terms remain in effect. Except for the payment of fees, neither party is liable for events beyond its reasonable control, including, without limitation force majeure events, failure of Internet services, any third party service and telecommunications services.
- g. **Money Damages Insufficient.** Any breach by a party of this Agreement or violation of the other party's intellectual property rights could cause irreparable injury or harm to the other party. The other party may seek a court order to stop any breach or avoid any future breach.
- h. **No Additional Terms and Order of Precedence.** This Agreement supersedes any additional or conflicting terms of any Customer form-purchasing document. If there is an inconsistency between these Terms and Conditions and any Quote, the Quote will prevail only with respect to pricing, duration and service specific terms.
- i. **Survival of Terms.** Sections 5 through 10, 11(a) (e) (g) (h) and (i) shall survive termination of this Agreement.

Addendum for Instructional Services & Professional Development

1. **APPLICABILITY.** These additional terms and conditions apply if the Quote includes the purchase of Instructional or Professional Development Services from Edgenuity. In the event of a conflict between these additional terms and the Edgenuity Standard Terms and Conditions, these additional terms shall control, but solely with respect to the provision of Instructional and/or Professional Development Services.
2. **CUSTOMER LIAISON.** Customer will designate an individual to serve as its primary liaison to Edgenuity for all communications related to the provision of Instructional and Professional Development Services, setting up access for End Users, and use of the Subscription.
3. **HOURS OF AVAILABILITY.** Edgenuity Instructional and Professional Development Services will be available during the business hours specified by Edgenuity, or if Customer requires Instructional Services for certain times or additional hours, such requirements must be specified in the Quote prior to the beginning of the Subscription. Requests for access to Instructional or Professional Development Services not already provided for in the Quote must be made or approved by the Customer Liaison, and may result in additional charges.
4. **NO GUARANTY OF OUTCOMES.** Edgenuity cannot make any guarantees, representations or warranties as to any student, teacher, or other End User outcomes or results from the Instructional or Professional Development Services.
5. **INSTRUCTIONAL SERVICES.** If specified in the Quote, Edgenuity will provide virtual access to teachers or coaches (or both) ("Edgenuity Instructors") who are hired, trained, supervised, and paid by Edgenuity, and who will assist in the virtual delivery of the Licensed Material to students and their use of the Subscription (the "Virtual Programs"). Customer is responsible for (a) providing secure internet access for End Users to use the Virtual Programs; (b) all day-to-day management of the Virtual Programs, subject in all cases to compliance with Applicable Law and Customer policies; (c) obtaining all necessary consents for the provision of Instructional Services where they will involve direct contact between Edgenuity Instructors and students and parents; (d) determining appropriate student courses and verifying student schedules; (e) monitoring student attendance and ensuring compliance with applicable state requirements; and (f) assisting students not making adequate progress.
 - a. **Instructor Requirements.** Customer shall be responsible for advising Edgenuity of any special certification, training, background checks, insurance, fingerprinting or similar requirements for the Edgenuity Instructors as may be imposed by Applicable Law ("Instructor Requirements"). Edgenuity shall be solely responsible for all decisions regarding hiring, supervision, discipline, and dismissal of Edgenuity Instructors, and for ensuring that all Edgenuity Instructors meet and comply with Instructor Requirements.
 - b. **Exceptional Student Services.** If Customer is a public entity receiving federal funds, Customer is considered the "Local Educational Agency," or LEA, as that term is defined by Applicable Law, and Customer is solely responsible for the provision of any special education services. Edgenuity's services do not include (i) providing special education services; (ii) creating, implementing or providing Individualized Education Programs (IEP); (iii) providing reasonable accommodations or any services to insure compliance with the Individuals with Disabilities Education Act (IDEA), the Americans with Disabilities Act (ADA), section 504 of the Rehabilitation Act, or any other Applicable Law. Notwithstanding the foregoing, Edgenuity will discuss, formulate and make reasonable adjustments and accommodations in furtherance of student IEPs or reasonable accommodations established by Customer, provided that Customer provides necessary IEPs and section 504 documentation to Edgenuity. Customer shall be solely responsible for the costs of any required adjustments or accommodations.
 - c. **State Testing.** Customer is responsible for providing appropriate accommodations for the administration of any state-mandated standardized testing by End Users. Customer is also responsible for receiving, distributing, administering, proctoring and returning all state mandated standardized tests under applicable state law, policies and procedures.
 - d. **Reporting and Withdrawal of Students/End Users.** Where reporting of student results is required by Applicable Law, Customer shall be responsible for insuring the accuracy and completeness of student information used, relied upon, or reported by Edgenuity in providing the Instructional Services, and shall promptly notify Edgenuity if any student information needs to be corrected or updated. Upon notice to Customer, Edgenuity reserves the right to withdraw End User access for students who fail to take required tests or maintain adequate progress.
6. **PROFESSIONAL DEVELOPMENT SERVICES.** If included in the Quote, Edgenuity may also provide Professional Development Services, ("PD Services") which may include training and instruction to Customer's instructors and administrators on the implementation and use of the Subscription, curriculum workshops, use of student information to monitor progress, and other related topics as may be specified in the Quote. Customer shall be solely responsible for providing necessary equipment and secure internet access to facilitate the PD Services, and for scheduling the PD Services at least two (2) weeks in advance.
 - a. **Charges for PD Services.** Before delivering Professional Development Services, Edgenuity must receive a signed Quote specifying the number of hours included and the cost of the services provided, and all necessary setup and implementation services required to demonstrate and use the Subscription must be completed. PD Services will be available for use by Customer only during the Term of the Subscription. PD Services purchased but not scheduled and delivered within the first year of the Term may be forfeited without notice. If there are any changes or cancellations of PD services less than 72 hours prior to the scheduled delivery date, Customer agrees to reimburse Edgenuity for travel and other out-of-pocket expenses incurred. The Parties must document in writing and sign any grace periods or extension of time for delivery of PD Services.
 - b. **Use of Customer's Facilities.** If Edgenuity will be providing any PD Services at Customer's premises, Customer shall advise Edgenuity in advance of any Instructor Requirements for Edgenuity personnel, and Edgenuity will be responsible for insuring that all Professional Development personnel meet and comply with all such requirements.
7. **NO UNAUTHORIZED RECORDING OR REPRODUCTION.** All content delivered by Edgenuity as part of Instructional or PD Services are the property of Edgenuity, and customer may not record, reproduce or copy such content without Edgenuity's express written authorization.



FAYETTE COUNTY PUBLIC SCHOOLS

Executive Summary
Fayette County Public Schools Board Meeting
Agenda Item

MEETING: Regular

DATE: 11/29/2021

TOPIC: Incentive Pay Classified Hourly Staff

PREPARED BY: Myron Thompson/Jennifer Dyar

Recommended Action on: 11/29/2021

Superintendent Prior Approval: Yes

Recommendation/Motion: A motion is order to approve the recommended attendance incentive for classified hourly staff for approximately \$1,300,000.

Background/Rationale: Labor issues are occurring in all industries across the country and an hourly compensation study is underway to address salaries for next fiscal year. To incentivize attendance this year, staff is recommending that all classified hourly employees be afforded holiday/break attendance incentive compensation for working the day before the following: Thanksgiving Break; December Holiday; MLK Holiday; President's Day; CKEA Day (March 18) if it applies to the work calendar; Spring Break; Memorial Day – if it applies to the work calendar.

Policy: 03.11, 03.21

Fiscal Impact: Estimated \$1,300,000 – ESSER and/or ARP

Attachments(s): NA

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

MEETING: Planning

DATE: 11/8/2021

TOPIC: Job Description

PREPARED BY: Jennifer Dyar

Recommended Action on: 11/29/2021

Action Item for Vote (REGULAR MEETING)

Superintendent Prior Approval: Yes

Recommendation/Motion: A motion is in order to approve the job description for Deputy Superintendent.

Background/Rationale: The Deputy Superintendent will assist the Superintendent in the effective execution of policies adopted by the District's Board of Education. The Deputy Superintendent will assist the Superintendent in administrative responsibility for the planning, operation, supervision and evaluation of the education programs, services, and facilities of the District and for the annual appraisal of District staff.

Policy: 01.11 (General Powers and Duties of the

Board) Fiscal Impact: Net Zero

Attachments(s): Job Description

DEPUTY SUPERINTENDENT

TITLE: Deputy Superintendent

REPORTS TO: Superintendent

SUPERVISES: Assigned Staff

JOB FUNCTION: The Deputy Superintendent will assist the Superintendent in the effective execution of policies adopted by the District's Board of Education. The Deputy Superintendent will assist the Superintendent in administrative responsibility for the planning, operation, supervision and evaluation of the education programs, services, and facilities of the District and for the annual appraisal of District staff. The Deputy Superintendent must act with integrity, support organizational goals, demonstrate the ability to inspire, grow and motivate others, utilize feedback, drive for results, and commit to championing the needs of the students, employees, and District overall.

MEASURES OF SUCCESS:

- Increase in student achievement and growth:
 - State Academic Standard expectations
 - District based assessments
 - Curriculum benchmark assessments
- Federal, state and district guidelines are followed as indicated in annual reports/audits
- Improve learning, culture, and environment
- Increase student, family, and community engagement
- Increase programmatic effectiveness and systems throughout the District

DEPUTY SUPERINTENDENT

DUTIES AND RESPONSIBILITIES:

- Serves as a leader to assist the Superintendent and Board to develop a vision for the school district and a strategic plan.
- Promotes a common vision and establishes effective communication to build support and trust among the Superintendent, Board, administrators, district staff and community stakeholders
- Understands the dynamics of demographic, economic and social-emotional change in the community and provide proactive planning to meet the needs of a diverse student population
- Sustains and supports a culture of student success through the deployment of District practices that encourage cultural awareness and a safe and nurturing learning environment
- Provides long term planning to guide the Superintendent and Board in policy development, present recommendations for the adoption or revision of Board policies, communicate Board policies to members of the Board, personnel, students and the public, and ensure through delegation to staff that all policies of the Board are implemented
- Works with the Superintendent, Board and District leaders in oversight of designated areas in a fiscally responsible manner.
- Provides leadership in the development of a collaborative decision-making model that assures input from appropriate individuals and groups and provide feedback to all those affected by the decisions
- Maintains open lines of communication and cooperative working relationships with other government agencies. When appropriate, attend meetings of other government agencies to advance the interest of the school district
- 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.
- Performs other duties as assigned.
- Maintains regular attendance.

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

DEPUTY SUPERINTENDENT

EDUCATION AND EXPERIENCE:

- Master's degree in Education, doctoral degree preferred
- A minimum of ten (10) years combined certificated teaching and supervisory experience, with a minimum of five (5) years at the supervisory level
- Experience in an urban school district with a large racially and economically diverse population (preferred)

LICENSES AND OTHER REQUIREMENTS:

- Kentucky certification in Administration and Supervision
- Superintendent Certification

Original Date: 11/2021

Revision Date: _____

Administrative Additive Level 20

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

MEETING: Planning

DATE: 11/8/2021

TOPIC: Job Description

PREPARED BY: Jennifer Dyar

Recommended Action on: 11/29/2021

Action Item for Vote (REGULAR MEETING)

Superintendent Prior Approval: Yes

Recommendation/Motion: A motion is in order to approve the job description for Chief School Improvement Officer.

Background/Rationale: The Chief School Improvement Officer ensures students served by Fayette County Public Schools graduate college and career ready, engaged fully in their communities and ready to excel in a global society. Chief School Improvement Officer serves as an educational leader, supervisor, appraiser, and interpreter of educational systems. Ensures the alignment of strategies, initiatives, and programs with the district's strategic plan and reports data on both implementation and outcome metrics

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

Fiscal Impact: Net Zero

Attachments(s): Job Description

CHIEF SCHOOL IMPROVEMENT OFFICER

TITLE: Chief School Improvement Officer

REPORTS TO: Superintendent's Designee

SUPERVISES: Assigned Staff

JOB FUNCTION: Ensure students served by Fayette County Public Schools graduate college and career ready, engaged fully in their communities and ready to excel in a global society. Chief School Improvement Officer serves as an educational leader, supervisor, appraiser, and interpreter of educational systems. Ensures the alignment of strategies, initiatives, and programs with the district's strategic plan and reports data on both implementation and outcome metrics.

MEASURES of SUCCESS:

- Increase the graduation rate and successful transition to college or workforce for FCPS students.
- Increase student preparedness to transition into the workforce through gaining industry certifications.
- Increase the capacity of district and school leaders to monitor and make data-based decisions that improve systems of support and increase student achievement.
- Support closing achievement and opportunity gaps in all schools and programs.

PERFORMANCE DUTIES and RESPONSIBILITIES:

- Primary responsibility is to oversee and supervise the Office of School Improvement and Career and Technical Centers.
- Support system wide improvement in student achievement.
- Plans, administers, and supervises identified educational program and professional learning
- Provides leadership in establishing and attaining established student goals and outcomes
- Provides tools for teachers and administrators to ensure student graduation and successful transition to college or workforce
- Provides oversight of federal TEDS (Technical Education Database System) data collection and submission as well as analysis and dissemination of data (impacts accountability and funding)
- Develops, directs, improves, and maintains student testing and high stakes accountability systems across the district
- Oversees and coordinates the federal Perkins Grant which includes annual CTE programs review and planning, application development, budget development and management compliance

CHIEF SCHOOL IMPROVEMENT OFFICER

- Oversees and coordinates the state Local Area Vocational Education Center (LAVEC) Grant
- Fosters healthy community partnerships to meet the need of students and families being served in coordination with the Chief Public Engagement Officer.
- Provides support and oversight for career readiness assessments (EOP, Industry Certifications)
- Provides leadership in the development of school policies, master schedules, daily programs, and master calendars.
- Supports development of materials for open records request
- Communicates openly and frequently with district and school leaders
- Responsible for screening and recommending staff members for the assigned programs.
- Provides leadership for the planning and development of the district's evaluation of various programs and initiatives, to obtain information on achievement of system-wide and individual school goals and objectives
- Provides leadership in developing data bases that will be used to research and evaluate district goals and programs
- Provides technical assistance and data for district and school improvement planning process
- Attends meetings of the Board of Education and provides information as needed
- Assumes responsibility for maintaining student/teacher performance data required to
- Cooperates as a consultant and advisor to the central office administrative staff and supervisory personnel.
- Ensures adherence to all applicable board policies, school policies, rules, and safety regulations.
- Directs and assists in preparing reports required by the school district
- Evaluates staff as assigned
- Communicates in more than one language or willingness to learn to communicate in more than one language at a novice level.
- Maintains regular attendance
- evaluate the success of the school
- Performs other duties as assigned.

KNOWLEDGE and SKILLS:

- Exhibit knowledge of Kentucky assessments
- Possess leadership ability
- Experience working with students with varied learning style.
- Provide evidence of ability to motivate and work cooperatively with diverse populations

CHIEF SCHOOL IMPROVEMENT OFFICER

- Ability to budge
 - Use time efficiently
 - Prior experience of effective management of human, physical and fiscal resources
- Ability to plan effectively

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 medium weights, up to 50 pounds

EDUCATION and EXPERIENCE:

- Master's degree in Education
- Kentucky Principal Certification
- 5 years of successful teaching experience and/or counseling experience (preferred)
- 3 year of successful administrative and/or leadership experience (preferred)
- Experience as teacher or administrator serving urban youth (preferred)

LICENSES AND OTHER REQUIREMENTS:

- Valid Kentucky Teaching Certification
- Valid Kentucky Certification as Principal

Original Date: 11/2021

Revision Date: _____

Administrative Additive Level 11

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

MEETING: Planning

DATE: 11/8/2021

TOPIC: Job Description

PREPARED BY: Jennifer Dyar

Recommended Action on: 11/29/2021

Action Item for Vote (REGULAR MEETING)

Superintendent Prior Approval: Yes

Recommendation/Motion: A motion is in order to approve the job description for the Chief Public Engagement Officer.

Background/Rationale: This position will direct and manage district public engagement, communications, and marketing operations. Responsible for the development and implementation of communications and marketing programs to include district partnerships, online presence, media relations, multimedia production and special events. Interpret and recommend public engagement, communications and marketing policies and regulations for the district.

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

Fiscal Impact: Net Zero

Attachments(s): Job Description

CHIEF of PUBLIC ENGAGEMENT OFFICER

TITLE:	Chief of Public Engagement Officer
REPORTS TO:	Superintendent's Designee
SUPERVISES:	Assigned Staff
JOB FUNCTION:	Direct and manage district public engagement, communications, and marketing operations. Responsible for the development and implementation of communications and marketing programs to include district partnerships, online presence, media relations, multimedia production and special events. Interpret and recommend public engagement, communications and marketing policies and regulations for the district.

MEASURES OF SUCCESS:

- Internal and external stakeholders are informed of district initiatives and activities as indicated in annual surveys.
- Increased public engagement as indicated by analytical data.
- Increased employee communication and recognitions as indicated employee feedback and analytical data.

DUTIES AND RESPONSIBILITIES:

- Implements a strategic public engagement, communications and marketing plan
- Administers and oversee online and multimedia initiatives for the district
- Administers public relations activities
- Consults with administration and campus personnel related to public engagement, communications and marketing activities
- Assists schools and departments in promotional and informational activities
- Helps school personnel publicize and promote any performances, exhibitions, displays, or special programs for special events and other publications
- Designs, prepares, and edits district publications including newsletters, recruitment brochures, programs for special events, and other publications.
- Ensures that public information activities contribute to the attainment of district goals and objectives.
- Stays aware of district-community needs and initiate activities to meet those needs
- Carries forward PR strategies for promoting FCPS programs through a variety of public engagement and communication tools.
- Develops a variety of marketing tools and promotional collateral for internal and external distribution to celebrate and communicate the strengths of the district
- Serves as a liaison for the district, with a focus on delivering the district's vision of being a valued community partner and critical component in the community's future workforce.

CHIEF of PUBLIC ENGAGEMENT OFFICER

- Works with Executive Communications Officer to ensure message alignment, and coordinate superintendent or board involvement in community relations and events, when necessary
- Uses management practices that promote collaboration and creativity among staff.
- Develops and implements procedures to ensure that employees are informed of policies, procedures, and programs that affect them.
- Implements and oversees effective districtwide employee recognition programs.
- Ensures that programs are cost effective and that funds are managed prudently.
- Compiles budgets and cost estimates based on documented program needs.
- Implements the policies established by federal and state laws, Kentucky Board of Education rule, and local board policy in the area assigned.
- Recruits trains and supervises department staff.
- Evaluates job performance of department staff to ensure effectiveness.
- Develops training options and improvement plans for department staff to ensure the department's effective operation.
- Ensures that department operations contribute to the attainment of district goals and objectives.
- Participates in professional development activities to maintain current knowledge of public engagement, communications and marketing rules, regulations, and practices.
- 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.
- Maintains regular attendance.
- Performs other duties as assigned.

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

EDUCATION AND EXPERIENCE:

- Bachelor's Degree in public relations, communications, or related field required.
- Master's Degree in Communications, Public Administration or Education preferred;
- Five (5) years of professional experience in public relations, stakeholder engagement or organizational communications.

CHIEF of PUBLIC ENGAGEMENT OFFICER

LICENSES AND OTHER REQUIREMENTS:

- None

Original Date: 11/2021

Revision Date: _____

Administrative Additive Level 8

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

MEETING: Planning

DATE: 11/8/2021

TOPIC: Job Description

PREPARED BY: Jennifer Dyar

Recommended Action on: 11/29/2021

Action Item for Vote (REGULAR MEETING)

Superintendent Prior Approval: Yes

Recommendation/Motion: A motion is in order to approve the job description for Executive Communication Officer.

Background/Rationale: The Executive Communications Officer is responsible for executive communications and public relation functions for internal and external audiences as it directly relates to and involves the superintendent and the FCPS board of education.

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

Fiscal Impact: Net Zero

Attachments(s): Job Description

EXECUTIVE COMMUNICATIONS OFFICER/DISTRICT'S SPOKESPERSON

TITLE:	Executive Communications Officer/District's Spokesperson
REPORTS TO:	Superintendent or Designee
SUPERVISES:	Assigned Staff
JOB FUNCTION:	Responsible for executive communications and public relation functions for internal and external audiences as it directly relates to and involves the superintendent and the FCPS board of education.

MEASURES OF SUCCESS:

- Internal and external stakeholders are informed of Board and Superintendent activities as indicated in annual surveys.
- Increased public and employee awareness of Board and Superintendent Initiatives as indicated by analytical data.

DUTIES AND RESPONSIBILITIES:

- Develops strategic communication plans for superintendent and school board initiatives
- Implements a strategic public relations, communications, and marketing plan for the superintendent and FCPS board of education
- Administers public relations activities for the superintendent and FCPS board of education
- Implements and oversees staff recognition at FCPS board meetings
- Works closely with the superintendent to develop messaging that informs the external narrative and support superintendent on a variety of external-facing activities such as media briefings, community-facing events, speaking opportunities, blogs, social media and more
- Works hands-on with the superintendent to plan, write, edit, and distribute a variety of different communication materials when it directly involves the superintendent and FCPS board of education
- Implements the policies established by federal and state laws, Kentucky Board of Education rule, and local board policy in the area assigned.
- Ensures that department operations contribute to the attainment of the superintendent's goals and objectives.
- Participates in professional development activities to maintain current knowledge of public relations, executive communications, and practices.
- Designs, prepares, and edits district publications including newsletters, programs for special events, and other publications when it directly involves the superintendent and FCPS board of education
- Stays aware of district-community needs and initiate activities to meet those needs when it directly involves the superintendent and FCPS board of education

EXECUTIVE COMMUNICATIONS OFFICER/DISTRICT'S SPOKESPERSON

- Carries forward PR strategies for promoting the superintendent and FCPS board of education through a variety of public engagement and communication tools.
- Serves as district spokesperson for the media when it directly involves the superintendent and districtwide issues
- Prepares key messages, talking points, speeches, scripts, and remarks for the superintendent
- Works with Chief Public Engagement Officer to ensure message alignment, and coordinate superintendent or board involvement in community relations and events, when necessary
- Ensures that programs are cost effective and that funds are managed prudently.
- Compiles budgets and cost estimates based on documented program needs.
- 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.
- Maintains regular attendance.
- Performs other duties as assigned.

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

EDUCATION AND EXPERIENCE:

- Bachelor's Degree in public relations, communications, or related field required;
- Master's Degree in Communications, Public Administration or Education preferred;
- Five (5) years of professional experience in public relations, stakeholder engagement or organizational communications.

LICENSES AND OTHER REQUIREMENTS:

- None

Original Date: 11/2021

Revision Date:

Administrative Additive Level 5

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

MEETING: Planning

DATE: 11/8/2021

TOPIC: Job Description

PREPARED BY: Jennifer Dyar

Recommended Action on: 11/29/2021

Action Item for Vote (REGULAR MEETING)

Superintendent Prior Approval: Yes

Recommendation/Motion: A motion is in order to approve the job description for Director of Professional Learning.

Background/Rationale: The Director of Professional Learning focuses on the development, implementation, and effectiveness of professional learning based on needs assessments with school and district leaders.

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

Fiscal Impact: Net Zero

Attachments(s): Job Description

DIRECTOR of PROFESSIONAL LEARNING

TITLE:	Director of Professional Learning
REPORTS TO:	Superintendent's Designee
SUPERVISES:	Assigned Staff
JOB FUNCTION:	Focuses on the development, implementation, and effectiveness of professional learning based on needs assessments with school and district leaders.

MEASURES OF SUCCESS:

- Increase student achievement through professional learning of certified and classified personnel.
- Close achievement and opportunity gaps through providing effective professional learning based on needs assessments.
- Data on provided professional learning opportunities substantiates effectiveness of that learning.
- Need of assessments for professional learning are consistently utilized by school and district leaders.

DUTIES AND RESPONSIBILITIES:

- Collaborates in the coordination of academic professional development efforts across the district.
- Works directly with school and district leaders on providing professional learning needs assessments.
- Communicates the professional learning needs of the district based on needs assessments.
- Coordinates professional learning that provides instructional approaches, resources and tools to support teachers in design and implementation.
- Assumes a leadership role in the development, implementation, and monitoring of professional learning across the district.
- Ensures that professional learning opportunities are aligned to school and district improvement plans.
- Creates and maintains effective systems to determine professional learning needs based on student achievement.

DIRECTOR of PROFESSIONAL LEARNING

- Researches, models, and implements best practices in professional learning to help ensure effectiveness.
- Represents the district at appropriate association meetings and conferences.
- Conducts annual evaluations of direct reports.
- Works cooperatively with leaders in coordinating and integrating a unified professional learning plan for the district.
- Keeps informed of and interprets all laws, regulations, statutes, Board policies, and procedures relating to professional learning.
- 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.
- Performs other duties as assigned.
- Maintains regular attendance.

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

EDUCATION AND EXPERIENCE:

- Master's degree in Education.
- At least five (5) years of successful teaching experience at the elementary or secondary level with a broad background in a variety of assignments.
- Prefer three (3) years prior administrative/supervisory experience at the elementary or secondary school level.

LICENSES AND OTHER REQUIREMENTS:

- KY Certification in School Administration
- Valid Kentucky teaching certification

Original Date: 10/2021

Revision Date: _____

Administrative Additive Level 5

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

MEETING: Planning

DATE: 11/8/2021

TOPIC: Job Description

PREPARED BY: Jennifer Dyar

Recommended Action on: 11/29/2021

Action Item for Vote (REGULAR MEETING)

Superintendent Prior Approval: Yes

Recommendation/Motion: A motion is in order to approve the job description for Internal Auditor.

Background/Rationale: The Internal Auditor oversees advanced-level, professional, internal auditing and investigative work as a key component of the District's governance structure, with emphasis on discovering facts and making appropriate recommendations. Work involves conducting a comprehensive internal audit and investigations program, providing direction to development of the annual internal audit plan. Reports administratively to the Superintendent and functionally to the Board of Education.

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

Fiscal Impact: Net Zero

Attachments(s): Job Description

Internal Auditor

TITLE: Internal Auditor
REPORTS TO: Superintendent or Designee
SUPERVISES: Assigned Staff

JOB FUNCTION: Oversees advanced-level, professional, internal auditing and investigative work as a key component of the District's governance structure, with emphasis on discovering facts and making appropriate recommendations. Work involves conducting a comprehensive internal audit and investigations program, providing direction to development of the annual internal audit plan. Reports administratively to the Superintendent and functionally to the Board of Education.

MEASURES OF SUCCESS:

- District operations remain in compliance with federal and state regulations as indicated on annual audits.
- District operates according to board approved policies and procedures as indicated on annual audits.

DUTIES AND RESPONSIBILITIES:

- In collaboration with the Board and District Leaders, leads the identification and evaluation of the organization's audit risk areas and oversees the development of the annual audit plan based on identified risks
- Conducts risk-based audits of activities throughout FCPS; this includes planning, determining the scope, organizing, performing detail testing of transactions and documenting the results of audit steps performed
- Determines compliance with relevant policies, procedures, contracts and regulations
- Performs audits designed to identify fraud risk on cash transactions
- Performs audits designed to identify theft of non-cash items
- Performs investigations and documents results, as needed
- Performs follow up activities on corrective action plans developed based on the audits performed

- Communicates the results of the audit activities orally and in writing
- Maintains an independent and objective attitude in the performance of all activities
- Completes all trainings and other compliance requirements as assigned and by the designated deadline
- 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.
- Performs other duties as assigned.
- Maintains regular attendance.

PHYSICAL DEMANDS:

- The work is primarily sedentary.
- The work requires the use of hands for simple grasping and fine manipulations.
- The work at times requires bending, squatting, crawling, climbing, reaching, with the ability to lift, carry, push or pull light weights.
- The work requires activities involving driving automotive equipment.

EDUCATION AND EXPERIENCE:

- Bachelor's Degree in accounting, business or related area
- Three (3) years of experience in related areas
- Certified Internal Audit designation preferred

Original Date: 11/2021

Administrative Additive Level 7



FAYETTE COUNTY PUBLIC SCHOOLS

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

MEETING: Planning

DATE: 11/8/2021

TOPIC: Job Description

PREPARED BY: Jennifer Dyar

Recommended Action on: 11/29/2021

Action Item for Vote (REGULAR MEETING)

Superintendent Prior Approval: Yes

Recommendation/Motion: A motion is in order to approve the job description for Director of Fine Arts.

Background/Rationale: This position will focus on the development and implementation of a high quality districtwide Fine Arts program and coordinates the art, music, drama, dance, creative writing and other Fine Art areas for the district.

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

Fiscal Impact: Net Zero

Attachments(s): Job Description

DIRECTOR OF FINE ARTS

TITLE:	Director of Fine Arts
REPORTS TO:	Superintendent's Designee
SUPERVISES:	Assigned Staff
JOB FUNCTION:	Focuses on the development and implementation of a high quality districtwide Fine Arts program. Coordinates the art, music, drama, dance, creative writing and other fine art area programs for the school system.

MEASURES OF SUCCESS:

Annual Reviews indicate:

- Increased student participation in Fine Arts Programs.
- Increased student achievement through participation in Fine Arts.
- Increased family and community engagement

DUTIES AND RESPONSIBILITIES:

- Facilitates the planning, development, and implementation of instructional programs in the Fine Arts areas of music, art, drama, dance, and creative writing and other fine art area programs for the school system.
- Works in cooperation with principals, staff, and SBDM councils to establish procedures to be observed in the operation of fine arts programs.
- Coordinates professional learning in the areas of Fine Arts that provides instructional approaches, resources and tools to support teachers in design and implementation.
- Plans, schedules, and coordinates community arts performances of the Arts; facilitates county-wide arts performances and events for students and staff.
- Assists in providing technical support to all schools in the district based upon individual school goals and needs, including research, assistance in curriculum and instructional issues, interpretation and/or development of policy, access to human and physical resources, and staff development.

DIRECTOR OF FINE ARTS

- Maintains knowledge of current statutes, policies, guidelines, regulations, trends, and research that affect the instructional program, and assists schools in remaining current on such information.
- Schedules itinerant instrumental music and art staff; assists in the development of elementary art and music teacher assignments.
- Develops specifications and standards for bids, and issues purchase orders for the procurement of musical instruments and equipment; instructional materials and supplies as requested for the Fine Arts area.
- Prepares and keeps accounting for the budget designated for fine arts instructional improvement.
- Maintains inventory and insurance records of musical instruments in cooperation with individual schools.
- Attends School Board and community meetings upon request, to serve as a liaison, and to participate in communications regarding fine arts related events and policies.
- Works in cooperation with fine arts staff, principals, and others in scheduling school participation in community services, activities, exhibits, festivals, and contests.
- Serves on various state, district, and community committees as requested, as approved.
- 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.
- Performs other duties as assigned.
- Maintains regular attendance.

DIRECTOR OF FINE ARTS

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

EDUCATION AND EXPERIENCE:

- Master's degree in Education.
- At least five (5) years of successful teaching experience in Fine Art related areas.
- Three (3) years prior administrative/supervisory experience at the elementary or secondary school level preferred.

LICENSES AND OTHER REQUIREMENTS:

- Valid Kentucky teaching certification

Original Date: 11/2021

Revision Date: _____

Administrative Additive Level 6

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

MEETING: Planning

DATE: 11/8/2021

TOPIC: Job Description

PREPARED BY: Jennifer Dyar

Recommended Action on: 11/29/2021

Action Item for Vote (REGULAR MEETING)

Superintendent Prior Approval: Yes

Recommendation/Motion: A motion is in order to approve the job description for Information Security Manager.

Background/Rationale: The Cyber Security Manager monitors the channels through which information flows into and out of the district's information network. Responsible for observing all of the operations occurring across the network and managing the infrastructure that facilitates those operations.

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

Fiscal Impact: Net Zero

Attachments(s): Job Description

INFORMATION SECURITY MANAGER

TITLE: Information Security Manager

REPORTS TO: Superintendent's Designee

SUPERVISES: Assigned Staff

JOB FUNCTION: Monitor the channels through which information flows into and out of the district's network and data systems. Responsible for observing all of the operations occurring across the network and data systems and managing the tools, policies, and procedures that facilitate security operations. Responsible for protecting the integrity of the FCPS network and data systems, help develop and maintain the cybersecurity plan to protect the district against data breaches, cyberattacks, or any other information security incidents, determine cybersecurity risk, and implement appropriate mitigation planning. The Manager will secure information systems by monitoring, detecting, investigating, analyzing, and responding to security events and will take into consideration the unique structure, needs of a K-12 environment, and will use current generally accepted best practices for establishing the security environment.

MEASURES OF SUCCESS:

Annual Reviews Indicate:

- District information systems remain secure and protected
- All district sites are current to security standards, policies, and requirements.
- Users are educated about common cyber security threats, data security, and use appropriate measures to protect district information and data.

DUTIES AND RESPONSIBILITIES:

- Works closely with district leaders to ensure that appropriate security guidance is provided to support information systems;
- Provides input into and manages the design and implementation of standards, policies, and guidelines to ensure the district's information security goals continue to be met;
- Work with other departments, as appropriate, to ensure business systems, data systems, and network infrastructure is in compliance with the district's security requirements, state and federal guidelines, and industry best practices.
- Develops a culture of in-depth understanding as to why security testing is required at the district, school, and department level;
- Performs analysis of information protection tools, policies, and procedures and processes to identify technology security weaknesses;

INFORMATION SECURITY MANAGER

- Leads ongoing risk assessments of data processing systems to confirm the design of controls are effective and meet district, state, and federal regulatory and legal requirements;
- Responsible for developing, planning, and implementing penetration testing activities to identify security weaknesses within the district's information systems and technology environments;
- Provides quality reports to summarize test activities, including objectives, planning, methodology, results, analysis and recommendations to both technical and non-technical audiences. From the output of the reports provide suggested approaches to enhance further.
- Provide risk analysis and recommendations for future system enhancements in line with overall district strategy;
- Recognizes potential opportunities for enhancing the district's security, ensuring minimal impact to teachers, staff, students, and other users;
- Ensures district has an effective data retention and archiving process in place that conforms to state retention guidelines;
- Serve as the primary point of contact and primary escalation point for any information or data security-related issues and state breach notification requirements.
- Implement a manageable process for logging and investigating security incidents as they occur.
- Participate in and provide information for internal and external audits.
- 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.
- Maintains regular attendance.
- Performs other duties as assigned.

KNOWLEDGE AND ABILITIES:

- Broad knowledge of a wide range of Information Technology systems and a deep understanding of the inherent security risks associated with these technologies;
- Understanding of information security principles and best practice
- Strong technical abilities, combined with business acumen;
- Ability to present security topics to a non-technical audience and presenting the business value of security;
- A good understanding of IT networking and access management concepts;
- Ability to understand and assess technology systems and applications from both a technical and business function perspective;

INFORMATION SECURITY MANAGER

- Ability to communicate business and technical risk to all levels of audience;
- Excellent interpersonal skills with the ability to build and influence teams; and self-motivated
- Ability to translate business functions into database and design concepts for the evaluation of available software.
- Ability to coordinate multiple assignments, conflicting priorities, and diverse needs.

PHYSICAL DEMANDS:

- Work is performed while standing, sitting and/or walking.
- Requires the ability to communicate effectively using speech, vision and hearing.
- Requires bending, squatting, crawling, climbing, reaching.
- Requires the ability to lift, carry, push or pull light weights, up to 30 pounds.

EDUCATION AND EXPERIENCE:

- Bachelor's Degree in computer science, technology or business related field.
- Five (5) years combined successful experience in technology and cyber security.

Original Date: 11/2021

Administrative Additive Level 5

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

MEETING: Planning

DATE: 11/8/2021

TOPIC: Job Description

PREPARED BY: Jennifer Dyar

Recommended Action on: 11/29/2021

Action Item for Vote (REGULAR MEETING)

Superintendent Prior Approval: Yes

Recommendation/Motion: A motion is in order to approve the revised job description for the Director of Special Education.

Background/Rationale: This job description has been updated to reflect measures of success, world language component and update job duties to reflect current position.

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

Fiscal Impact: Net Zero

Attachments(s): Job Description

DIRECTOR of SPECIAL EDUCATION

TITLE: Director of Special Education
REPORTS TO: Superintendent's Designee
SUPERVISES: Assigned Staff

JOB FUNCTION: To lead, facilitate, coordinate, and monitor the implementation, operation, and evaluation of special education programs to ensure a soundly based systemic approach to improving education so that all children learn.

MEASURES OF SUCCESS:

- Increase in student achievement and growth:
 - State Academic Standard expectations
 - District based assessments
 - Curriculum benchmark assessments
- Closing achievement and opportunity gaps
- Improve learning, culture and environment
- Increase teacher knowledge of content, instructional and assessment strategies
- Increase the high school graduation rate and ensure every student graduates college or career ready

DUTIES AND RESPONSIBILITIES:

- Development of an organization and staffing plan to assure attainment of objectives; make or recommend changes as appropriate.
- Assists principals, councils, and staff with assessing school needs and services, instructional programs and strategies, and implementing an effective curriculum and method for improving instruction to ensure that all students learn to their highest potential.
- Collaborates with district staff and others to develop, implement, and/or obtain and provide needed resources, services, and materials for students.
- Responds in a timely manner to parent and community concerns about the special education program and related issues upon request and as needed; facilitate group meetings as needed.
- Works on the development, implementation and evaluation of the district consolidated plan, and other school district projects and committees.
- Develops, implements, and monitors budgets related to special education.
- Manages and facilitates requests to the District for complaints, due-process hearings, and mediation.

DIRECTOR of SPECIAL EDUCATION

- Prepares and submits federal and state reports.
- Supervises and evaluates assigned staff.
- Facilitates and coordinates the implementation and evaluation of special education programs; prepare staff development plans indicated by evaluation.
- Attends and actively participates in the following meetings: Executive Leadership Team, Board of Education, and other meetings, as assigned.
- Demonstrates the ability to communicate in more than one language or willingness to learn to communicate in more than one language at a novice level of proficiency.
- Maintains regular attendance.
- Performs other duties as assigned.

Qualifications and Key Competencies:

- Experience in leading teams to design and implement evidence-based instructional strategies for students with disabilities.
- Expertise in leadership development, building an effective team, coaching, and ensuring professional growth for administrative team and resource specialists.
- Experience in all aspects of special education legal requirements, including communication of expectations and adherence/response to requirements for formal complaints, due process hearings and mediation.
- Builds collaborative relationships with a wide variety of constituent groups, including external partnerships with disability advocacy groups, families, regional cooperative, and community partners, to ensure the department operates in the most effective manner to support students, families and teachers/staff.
- Demonstrates an unyielding commitment to continuous improvement and an unwavering belief that all students can achieve at high levels.

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

DIRECTOR of SPECIAL EDUCATION

EDUCATION AND EXPERIENCE:

- Master's Degree plus thirty (30) hours (Rank I)
- Minimum of ten (10) years of experience in special education; five (5) years of successful teaching/related experience and five (5) years of successful administrative experience and/or leadership (preferred)

LICENSES AND OTHER REQUIREMENTS:

- Kentucky Teaching or Related Certificate
- Director of Special Education Administrative Certificate
- Must have strong and effective public relation skills, communication skills, successful experience with the implementation and interpretation of IDEA and state regulations

Original Date: _____

Revision Date: 02/2001

Revision Date: 07/2012

Revision Date: 03/2015

Revision Date: 11/2021

Administrative Additive Level 10

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

MEETING: Planning

DATE: 11/8/2021

TOPIC: Job Description

PREPARED BY: Jennifer Dyar

Recommended Action on: 11/29/2021

Action Item for Vote (REGULAR MEETING)

Superintendent Prior Approval: Yes

Recommendation/Motion: A motion is in order to approve the revised job description for the Director of Innovation and Systems Solutions.

Background/Rationale: This job description has been updated to reflect measures of success, world language component and update job duties to reflect current position.

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

Fiscal Impact: Net Zero

Attachments(s): Job Description

DIRECTOR of INNOVATION and SYSTEMS SOLUTIONS

TITLE: Director of Innovation and Systems Solutions

REPORTS TO: Superintendent's Designee

SUPERVISES: Assigned Staff

JOB FUNCTION: Provides direction for the integration of hardware and software to support district business operations and administrative functions.

MEASURES OF SUCCESS:

Annual Reviews Indicate:

- Streamlined district technology systems to ensure efficiency
- MUNIS system availability and appropriate security as required for various district jobs.
- Administrative processes and procedures are efficient, user-friendly, and ~~minimize~~ minimize paperwork demands.
- Increased use of available MUNIS programs to incorporate best practices for all MUNIS operational areas.
- Knowledge of available technical resources for users at the school and district level disseminated.

DUTIES AND RESPONSIBILITIES:

- Coordinates the management and implementation of new modules related to the District Administrative System (DAS) as mandated by the Kentucky Department of Education, and as needed by the district.
- Ensures alignment of technical solutions across the district with Munis and other software systems.
- Analyzes administrative/ operations and data needs of the district and recommends strategies for improving efficiency, data flow, and business processes using technology.
- Serves as a liaison/primary consultant with district departments, schools and software vendors for technology projects related to MUNIS and any additional technical solutions.
- Facilitates cross departmental teams that work to identify, prioritize and implement business process solutions and system modifications to maximize functionality, improve efficiency, and meet district-wide business policies and processes.

DIRECTOR of INNOVATION and SYSTEMS SOLUTIONS

- Develops and expands use of enterprise query/reporting tools to improve operational and financial decision making.
- Manages system administration, including configuration, workflow/approval processing, and user security access for all related MUNIS applications including MUNIS Self Service and Tyler Content Management.
- Develops and implements project management efficiencies to ensure timelines are implemented and remain on the identified trajectory.
- Collaborates with district team and school administrators to establish and monitor high standards for excellence with students, teachers, staff, and other stakeholders
- Prepares annual reports and disseminates information regarding the implementation and evaluations of new and innovative programs.
- Identifies potential issues and obstacles and proactively takes action to create and implement technical solutions.
- Oversee daily operations of the system and all related MUNIS applications including MUNIS Self Service and Tyler Content Management. Manage systems administration and customer support to over 500 MUNIS users.
- Manage the interface of MUNIS data with other systems and monitor the integrity and quality of the data shared between other systems.
- Functions as system administrator of MUNIS related software and modules. Supervises programming and software application development activities as needed.
- Manages system security to ensure data integrity against intentional or accidental loss or damage. Assists with development of disaster recovery plan.
- Assists with development of a disaster recovery plan. Keeps operating system software current by managing installation of the latest versions. Monitors and oversees installation of cumulative program updates as they become available.
- Plans for adequate capacity to ensure that resources are available to satisfy current and future system requirements. Monitors system performance and makes necessary adjustments to ensure maximum performance.
- 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.
- Maintains regular attendance.
- Performs other duties as assigned.

DIRECTOR of INNOVATION and SYSTEMS SOLUTIONS

KNOWLEDGE OF:

- Coordinating support with Kentucky Department of Education and Tyler and any other third party software companies interfacing with MUNIS.
- Programming development, programming utilities, database design, performance tuning, device configuration, and system security.
- Financial operations including the Chart of Accounts, Accounting, Budgeting, Fixed Assets, Accounts Payable, Accounts Receivable, Payroll, Human Resources, Purchasing , and Financial Reporting
- School governmental procedures and regulations; specifically generally accepted auditing standards (GAAP) and Governmental Accounts Standards Board regulations (GASB).
- Strong customer service orientation and experience.
- Ability to articulate ideas with staff at all levels of technical or nontechnical backgrounds.

ABILITY TO:

- Translate business functions into database and design concepts for the evaluation of available software.
- Oversee the training of users to apply new software to support business/operations and data communications functions.
- Plan, organize, and supervise the work of a staff of department personnel.
- Produce clear, precise written and oral ideas, information, and reports.
- Plan and manage the direction and performance of team projects.
- Ability to coordinate multiple assignments, conflicting priorities, and diverse needs.

DIRECTOR of INNOVATION and SYSTEMS SOLUTIONS

PHYSICAL DEMANDS:

- Work is performed while standing, sitting and/or walking.
- Requires the ability to communicate effectively using speech, vision and hearing.
- Requires bending, squatting, crawling, climbing, reaching.
- Requires the ability to lift, carry, push or pull light weights, up to 30 pounds.

EDUCATION AND EXPERIENCE:

- Bachelor's Degree in accounting, computer science, or business related field.
- Five (5) years combined successful experience in financial software implementation or upgrades, system administration, maintenance and support.

Original Date: 08/1996

Revision Date: 07/2011

Revision Date: 06/2017

Revision Date: 11/2021

Administrative Additive Level 8

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

MEETING: Planning

DATE: 11/8/2021

TOPIC: Job Description

PREPARED BY: Jennifer Dyar

Recommended Action on: 11/29/2021

Action Item for Vote (REGULAR MEETING)

Superintendent Prior Approval: Yes

Recommendation/Motion: A motion is in order to approve the revised job description for the Director of Teacher and Leader Effectiveness.

Background/Rationale: This job description has been updated to reflect measures of success, world language component and update job duties to reflect current position.

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

Fiscal Impact: Net Zero

Attachments(s): Job Description

DIRECTOR of TEACHER and LEADER EFFECTIVENESS

TITLE: Director of Teacher and Leader Effectiveness

REPORTS TO: Superintendent's Designee

SUPERVISES: Assigned Staff

JOB FUNCTION: Coordinates and oversees services for hiring managers of both classified and certified staff regarding monitoring evaluation processes and trainings, professional development district/school-wide, works closely with the district instructional leadership coordinating teacher and leader effectiveness efforts

MEASURES OF SUCCESS:

- Increase teacher and leader effectiveness through the professional learning and Aspiring Leadership programs systems.
- Increase in new teacher retention.
- Increase in the number of National Board Certified Teachers in the district.

DUTIES AND RESPONSIBILITIES:

- Coordinates the professional development plan within the district/schools to address goals and objectives to meet the needs of students, teachers and staff.
- Serves as a communication link for administrators and teachers regarding professional development training.
- Develops/maintains/updates a plan for implementing, monitoring, and evaluating the teacher professional development plan.
- Manages local budget for Professional Development.
- Serves as a communication link for universities, community groups, and professional organizations, which are developing professional development training.
- Coordinates performance evaluation of both certified and classified staff.

DIRECTOR of TEACHER and LEADER EFFECTIVENESS

- Coordinates performance evaluation of administrative/supervisory personnel.
- Works closely with Associate Directors of Human Resources (Certified/Classified), as well as Director of Human Resources to plan/administer series of seminars for personnel aspiring for leadership positions.
- Oversees New Teacher Induction Program processes and paperwork.
- Regularly attends and works closely with district leadership teams.
- Oversees National Board Certification (NBC) mentor program and verification of NBC work assignment.
- Consults with district leadership regarding district and school professional growth and development activities.
- Works closely with the district staff, as needed, for personnel investigations.
- Works closely with hiring managers on progressive discipline and corrective action plans.
- Coordinates professional development to address areas associated with corrective action plans, progressive discipline, etc.
- Coordinates and directs staff assistance teams.
- Coordinates development/revision of classified/certified personnel evaluation instrument/process, administers the evaluation program and coordinates process for collection and scanning of status recommendations.
- Coordinates the membership of and oversees the Certified Evaluation Appeals panel.
- Oversees certified tenure research and previous work experience.
- 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.
- Maintains regular attendance.
- Performs other duties as assigned.

DIRECTOR of TEACHER and LEADER EFFECTIVENESS

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

EDUCATION AND EXPERIENCE:

- Master's Degree in Education
- Five (5) years of successful teaching experience at the elementary or secondary level with a broad background in a variety of assignments.
- Three (3) years administrative/supervisory experience at the elementary or secondary school level preferred.

LICENSES AND OTHER REQUIREMENTS:

- KY administrative certification
- Kentucky teaching certification
- PHR or SPHR certification (preferred)

Original Date: _____

Revision Date: 01/1995

Revision Date: 01/1996

Revision Date: 02/2001

Revision Date: 07/2012

Revision Date: 08/2013

Revision Date: 09/2015

Revision Date: 11/2021

Administrative Additive Level 5

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

MEETING: Planning

DATE: 11/8/2021

TOPIC: Job Description

PREPARED BY: Jennifer Dyar

Recommended Action on: 11/29/2021

Action Item for Vote (REGULAR MEETING)

Superintendent Prior Approval: Yes

Recommendation/Motion: A motion is in order to approve the revised job description for the Chief Diversity, Equity and Inclusion Officer.

Background/Rationale: This job description has been updated to reflect measures of success, world language component and update job duties to reflect current position.

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

Fiscal Impact: Net Zero

Attachments(s): Job Description

State Job #8485
Chief Diversity, Equity and Inclusion Officer

TITLE: Chief Diversity, Equity and Inclusion Officer

REPORTS TO: Superintendent or Designee

SUPERVISES: Assigned Staff

JOB FUNCTION: Under the general direction of the Superintendent, is responsible for support service regarding diversity, equity, and inclusion issues

MEASURES OF SUCCESS:

- Increase in district and school training regarding equity and a culture of inclusion as indicated through professional learning opportunities.
 - Increased focus on equitable policies and practices as indicated in district policies and procedures.
-

DUTIES AND RESPONSIBILITIES:

- Assume a leadership role that promotes a district commitment to a climate of equity, diversity, and inclusion through interaction with the Board of Education, administration, employees, students and the community.
 - Provide coordination, consultation, and assistance to the Superintendent and executive leadership team on diversity, equity and inclusion matters related to students, staff and families.
 - Advise and support the Superintendent, designated staff, and Board of Education on matters related to diversity, equity, and inclusion
 - Promote and maintain a focus on continuous improvement of student achievement and eliminating achievement gaps
 - Develops and implements Districtwide training to promote cultural proficiency and competency and a climate of diversity, equity, and inclusion
 - Provide leadership for the development, implementation and evaluation of the District's equity plan, including regular reports on progress toward goals.
 - Review current and historic data and conduct root causes analysis of outcomes as related to equity; develop strategies and plan for implementation of policies; and monitor progress and fidelity of equity strategy implementation.
 - Develop and implement systems and procedures to address the needs of culturally and linguistically diverse students, parents, and families.
-

State Job #8485**Chief Diversity, Equity and Inclusion Officer**

- Provide strategic guidance for training initiatives on topics such as cultural competency, gender and sexual differences, disability, and other topics designed to increase awareness and support of equity and inclusion.
- Cultivate and model a working and learning environment respectful of the diverse academic, socioeconomic, ethnic, religious, gender, sexual orientation, and cultural backgrounds of students, staff, and families
- Represent the district to external community, organizations, and agencies. Collaborates with external and internal constituency groups, including students, to promote and advance diversity, equity, and inclusion.
- Coordinate the work of the FCPS Equity Council
- Stay apprised of world, national, and local current events and provide guidance and strategic response for the district.
- Represents the District in regional and local associations, civic clubs, ethnic and non-profit organizations and boards Sponsors and supports student groups such as Black Student Union, LGBTQ and other affinity groups
- Works with Human Resources to develop recruitment strategies that attract underrepresented and a more diverse workforce and talent pool.
- Meets regularly with staff from various departments, divisions, and offices to resolve issues, communicate new developments, support initiatives, and to assure operating objectives are understood and accomplished
- Collaborates with community members, stakeholders, businesses, local elected officials that impact the goals of diversity, equity and inclusion
- Collaborates with district leadership regarding the development and implementation of effective and efficient practices and strategies in the areas of, equity
- Manages the department budget including developing budget proposals, justifying expenses and monitoring accounts
- Work cooperatively with co-workers
- Maintain regular attendance
- Perform other duties as assigned

JOB REQUIREMENTS/QUALIFICATIONS:

- Possess a strong history of exemplary performance in a leadership/support role
- Proven ability to plan, organize, implement, evaluate and modify effective and efficient programs, systems and processes that result in positive support for schools
- Knowledge and ability to clearly communicate district goals and objectives, especially as they relate to the enhancement of student achievement
- Excellent verbal and written communication skills
- Excellent analytical and organizational skills
- Ability to promote and develop a cooperative work environment

State Job #8485
Chief Diversity, Equity and Inclusion Officer

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

EDUCATION AND EXPERIENCE:

- Bachelor's degree in related field from an accredited university. Master's degree preferred
- Three (3) years of demonstrated equity-focused leadership practice. Experience as a campus or district administrator preferred.
- Experience in creating and facilitating DEI training and professional development

LICENSES AND OTHER REQUIREMENTS:

- None

Original Date: 08/2004

Revision Date: 07/2012

Revision Date: 01/2015

Revision Date: 11/2021

Administrative Additive Level 9

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

MEETING: Planning

DATE: 11/8/2021

TOPIC: Job Description

PREPARED BY: Jennifer Dyar

Recommended Action on: 11/29/2021

Action Item for Vote (REGULAR MEETING)

Superintendent Prior Approval: Yes

Recommendation/Motion: A motion is in order to approve the revised job description for Executive Director of Financial Accounting and Benefits Services .

Background/Rationale: This job description has been updated to reflect measures of success, world language component and update job duties to reflect current position.

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

Fiscal Impact: Net Zero

Attachments(s): Job Description

EXECUTIVE DIRECTOR of FINANCIAL ACCOUNTING and BENEFITS SERVICES (TREASURER)

TITLE:	Executive Director of Financial Accounting and Benefits Services
REPORT TO:	Superintendent's Designee
SUPERVISES:	Assigned Staff
JOB FUNCTION:	To provide support services for Fayette County Public Schools necessary to ensure a positive, well-maintained work environment that supports sound financial practices. Participates in the formulation of District policies and plans regarding financial services. Serve as the principal advisor to the Board of Education and the Superintendent in matters related to Financial and Business areas of the District. Coordinate with other governmental, business and community partners regarding financial systems and structures.

Measures of Success:

- Financial procedures are implemented in accordance to federal and state guidelines to achieve an unmodified annual financial audit opinion.
- District resources are utilized to support student achievement as evidenced in the financial reports.
- Processes and procedures are in place to ensure efficient management of district financial systems and reduce risk as indicated in the annual internal and external audit reports.

DUTIES AND RESPONSIBILITIES:

- Serves as Fayette County Public School District's Finance Officer per 702 KAR 3:320 and KRS 160.431 in administering the overall Financial activities for the District.
- Serves as Treasurer of the Fayette County Board of Education, Fayette County School District Finance Corporation and Fayette County Public Schools Grant Management Corporation.

EXECUTIVE DIRECTOR of FINANCIAL ACCOUNTING and BENEFITS SERVICES (TREASURER)

- Administers accounting, financial compliance, payroll, benefits, tax collection, construction accounting, of the school district in such a way as to ensure compliance with appropriate laws, regulations, and rules as adopted by the Board, the state, or other governmental agency.
- Directs, through the office of Tax/Accounting and other staff members, the records and control of receipts and expenditures under the limitations set forth in the Board's approved budget and according to rules set forth by funding sources and the collection of such taxes as approved by the Board.
- Directs, through the office of Finance and other staff members, the preparation of periodic financial reports, claims for reimbursement, and the publication of reports as required by law or regulation.
- Directs, through the office of Employee Benefits and other staff members, the accounting and record keeping in the Benefits/Insurance Department in compliance with district policies and State and Federal regulations.
- Directs, through the office of Payroll and other staff members, the accounting and record keeping in the Payroll Department.
- Responsible for compliance of federal, state, and local laws as well as Board of Education policies, regulations and procedures relating to financial management, accounting, and auditing controls.
- Works with the district administrators and financial institutions to establish and maintain sound cash management and investment program of idle funds consistent with liquidity needs and the Board's investment policy in accordance with adopted budgets, district policies and State and Federal regulations.
- Establishes internal controls for use by school administrators and central office personnel to protect financial resources generated by the district and schools.
- Directs and disseminates procedures for school activity fund accounting.
- Directs and disseminates financial procedures for Fayette County Public Schools internally managed After School Programs and provides oversight.

EXECUTIVE DIRECTOR of FINANCIAL ACCOUNTING and BENEFITS SERVICES (TREASURER)

- Ensures that tax rates are established per Kentucky Department of Education requirements. Presents annual tax levy to Board, interprets, and assures compliance with tax statutes.
- Collaborates with district administrators and financial advisors in planning, developing, reviewing, and presenting, the capital and operating budgets.
- Provides strategic planning and executive leadership in the verification and validation of programs and practices within the units assigned.
- Establishes, monitors, and maintains procedures that enable the district to operate in a manner that is fiscally sound while maximizing the use of resources and supporting the District mission.
- Collaborates with the Director of Budget and Financial Planning as needed and others to prepare reports and analysis in support of budgeting, bond issuances, project management, and other areas to ensure sound business and financial practices.
- Supervises the work of employees within the organizational units and evaluates their performance accordingly.
- Administers training of school and district staff along with administrators in the areas of school finance and business functions.
- Administers training of Fayette County Public Schools Board of Education in the areas of school finance and business functions as requested by the Superintendent.
- Models collaborative planning and shared decision-making.
- Attends all board meetings and provides input, when requested by the Superintendent or designee.
- Communicates in more than one language or is willing to learn to communicate in more than one language at a novice level.
- Performs other duties as assigned by Superintendent or designee
- Maintains regular attendance.

EXECUTIVE DIRECTOR of FINANCIAL ACCOUNTING and BENEFITS SERVICES (TREASURER)

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

EDUCATION AND EXPERIENCE:

- Master's Degree in business administration/management or related field
- At least five (5) years of experience in school business administration or other appropriate private-sector experience.

LICENSES AND OTHER REQUIREMENTS:

- Finance Officer Certification per 702 KAR 3:320 and KRS 160.431
- Certification in School Financial Management or similar certification (preferred)
- Ability to absorb, analyze, organize, and communicate information and ideas in written and oral forms
- Understanding of systems management

Original Date: 11/1992
Revision Date: 10/1993
Revision Date: 01/1995
Revision Date: 02/2001
Revision Date: 11/2021
Administrative Additive level
12

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

MEETING: Planning

DATE: 11/8/2021

TOPIC: Job Description

PREPARED BY: Jennifer Dyar

Recommended Action on: 11/29/2021

Action Item for Vote (REGULAR MEETING)

Superintendent Prior Approval: Yes

Recommendation/Motion: A motion is in order to approve the revised job description for Senior Chief of School Leadership .

Background/Rationale: This job description has been updated to reflect measures of success, world language component and update job duties to reflect current position.

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

Fiscal Impact: Net Zero

Attachments(s): Job Description

SENIOR CHIEF of SCHOOLS LEADERSHIP

TITLE:	Senior Chief of School Leadership
REPORTS TO:	Superintendent
SUPERVISES:	Personnel as Assigned
JOB FUNCTION:	Provide leadership in establishing and achieving system-wide academic and instructional goals with strategic guidance that will result in improved outcomes for all students and a reduction in the opportunity and achievement gap. Act on behalf of the Superintendent in his/her absence.

MEASURES OF SUCCESS:

- Increase in student achievement and growth:
 - State Academic Standard expectations
 - District based assessments
 - Curriculum benchmark assessments
- Closing achievement and opportunity gaps
- Improve learning, culture, and environment
- Increase student, family, and community engagement
- Increase the high school graduation rate and ensure every child graduates college and career-ready

DUTIES AND RESPONSIBILITIES:

- Organize district-wide efforts and resources to support district's strategy for school turnaround, school improvement, and instruction and supports for students.
- Monitor implementation of district's strategy for school turnaround, school improvement, and instruction and supports for students and adjust strategy as needed.
- Serve as the supervisor of and support provider for School Chiefs.
- Create a system that uses data to establish a culture of data-based decision making; build capacity to use data collaboratively, continuously and effectively to improve teaching and learning.

SENIOR CHIEF of SCHOOLS LEADERSHIP

- Ensure that School Chiefs are able to help principals identify staff and student needs and suggest leadership strategies to promote continuous improvement in performance.
- Conduct meetings with School Chiefs that focus on student achievement, student support, operations, parent and community involvement, data use, principal leadership.
- Work with School Chiefs to facilitate the professional learning to principals, assistant principals and aspiring school leaders.
- Work with School Chiefs and school leaders to ensure expertise in analyzing school data.
- Ensure that School Chiefs are able to evaluate principals' performance to determine competency and effectiveness.
- Ensure that School Chiefs are able to prepare and oversee Principal Improvement Plans and School Improvement Plans.
- Ensure that School Chiefs are able to assist Principals in performance management concerns with staff.
- Work with School Chiefs, the Superintendent, the Equity Officer, the Director of Human Resources, and SBDMs to identify and support the selection process of new principals and assistant principals.
- Work with District Leaders to improve all supports and communication with school principals.
- Ensure that School Chiefs are able to work with school leaders to develop budgets, identify appropriate resources, and approve financial plans.
- Work with district and school level administrators to facilitate resolving school-level grievances and complaints.
- Act as designee for Superintendent for issues related to school improvement and student achievement.
- Collaborate with school partners.
- Attend, present and participate in board and other district meetings.
- 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.
- Maintains regular attendance
- Performs other duties as assigned.

SENIOR CHIEF of SCHOOLS LEADERSHIP

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

KNOWLEDGE AND ABILITIES:

- Ability to work collaboratively to support school turnaround and school improvement
- Strong instructional leadership capabilities
- Strong management, communication, and interpersonal skills
- Ability to develop, execute, and monitor impact of plans for school turnaround and improvement
- Proficiency managing a data-based, change-management process, and expertise in assessing, understanding and using data to identify a change in instructional practice that will accelerate learning for all students

EDUCATION AND EXPERIENCE:

- Master's Degree (required)
- Rank I (preferred)
- A minimum of eight (8) years combined certificated teaching and supervisory experience, with a minimum of three years at the supervisory level
- Experience in an urban school district with a large racially and economically diverse population (preferred)

LICENSES AND OTHER REQUIREMENTS:

- Kentucky certification in Administration and Supervision
- Superintendent Certification (preferred)

Original Date: 06- 2016

Revision Date: 12-2018

Revision Date: 11-2021

Administrative Additive level 18

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

MEETING: Planning

DATE: 11/8/2021

TOPIC: Job Description

PREPARED BY: Jennifer Dyar

Recommended Action on: 11/29/2021

Action Item for Vote (REGULAR MEETING)

Superintendent Prior Approval: Yes

Recommendation/Motion: A motion is in order to approve the revised job description for the Chief Human Resources Officer.

Background/Rationale: This job description has been updated to reflect measures of success, world language component and update job duties to reflect current position.

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

Fiscal Impact: Net Zero

Attachments(s): Job Description

CHIEF HUMAN RESOURCES OFFICER

TITLE: Chief Human Resources Officer

REPORTS TO: Superintendent or Designee

SUPERVISES: Assigned Staff

JOB FUNCTION: Provides leadership, general oversight and direct supervision and direction to management of the district's Human Resources programs and activities including employment, compensation, employee relations, training, evaluations and assistance for the benefit of schools and employees.

MEASURES OF SUCCESS:

- Federal, state and local regulations and guidelines regarding personnel are followed as indicated on annual reports.
- Increase teacher and leader effectiveness through the professional learning and Aspiring Leadership programs evaluation systems.
- Increase in recruitment and retention in classified and certified personnel.

DUTIES AND RESPONSIBILITIES:

- Oversees and coordinates the employment procedures for all district employees.
- Oversees the administration of programs for alternative certification and cooperative endorsement programs with universities and colleges.
- Oversees the administration of the program for volunteer and contractor criminal records checks.
- Oversees and administers the administrative/supervisory staffing procedures and records.
- Oversees the implementation of the classified and certified evaluation process, appeals, as well as progressive discipline and correction action process.
- Provides for the general administration of all personnel policies, procedures, and records.

CHIEF HUMAN RESOURCES OFFICER

- Serves as Superintendent's designee in personnel hearings and other related areas.
- Oversees the required federal and state reports regarding personnel.
- Oversees recruitment and retention initiatives
- Maintains current issues of the Employee Handbooks Confidentiality Handbook and Employee Code of Conduct for distribution to employees and/or hiring managers.
- Provides for general administration of the substitute program.
- Participates in the administration, monitoring, and reporting requirements of the Affirmative Action Plan.
- Prepares and administers the department's budget and work plan.
- Coordinates compliance with the administration of the Certification/Accreditation Regulations of the Kentucky Department of Education.
- Administers an evaluation and training program for certified and classified personnel.
- Serves as liaison with the Kentucky Department of Education regarding personnel reports
- Oversees, coordinates and reports to the Superintendent and district leaders as needed regarding Aspiring Leadership Programs for certified personnel and Aspiring Leadership Program for classified personnel.
- Oversees and reports to the Superintendent and district leaders as needed regarding the partnerships with teacher training institutions that use Fayette County Public Schools to promote in class assignments for prospective teachers (e.g. field placement, practicum, student teaching). Coordinates paperwork and records for field assignments and communicates same to all teachers, principals, and teaching institutions.
- Works closely with the General Counsel on personnel matters of classified and certified personnel.
- Prepares and responds to EEO request for information as necessary.
- Prepares and responds to Open Record requests as necessary.
- Informs and advises the Superintendent and district leaders on matters relating to the above duties and responsibilities and to other elements of the job assignment.

CHIEF HUMAN RESOURCES OFFICER

- 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.
- Maintains regular attendance.
- Performs other duties as assigned.

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

EDUCATION AND EXPERIENCE:

- BA in administration, educational leadership, or related fields
- MA (preferred)
- At least five (5) years of successful field experience in Human Resources, or related field
- Five (5) years prior administrative/supervisory experience
- Educational Leadership

KNOWLEDGE AND ABILITIES:

- Broad general successful experience in human resources management
- Broad knowledge on employment, organizational planning, employee relations, employee assistance training programs and employee training
- Broad experience working with various departments in the organization, such as, instruction, principals, operational departments, technology, financial services, budget/staffing and legal
- Demonstrated ability and experience leading Human Resources department
- Demonstrated ability to supervise employees
- Knowledge of practices and regulations guiding the employment process and employment law
- Excellent communication and mediation skills
- Ability to deal with public relations problems courteously and tactfully

CHIEF HUMAN RESOURCES OFFICER

LICENSES AND OTHER REQUIREMENTS:

- KY Superintendent Certification
- Professional in Human Resources or Senior Professional Human Resources certification (preferred)

Original Date: _____
Revision Date: 01/1995
Revision Date: 02/2001
Revision Date: 07/2011
Revision Date: 07/2012
Revision Date: 05/2013
Revision Date: 05/2015
Administrative Additive Level 16

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

MEETING: Planning

DATE: 11/8/2021

TOPIC: Job Description

PREPARED BY: Jennifer Dyar

Recommended Action on: 11/29/2021

Action Item for Vote (REGULAR MEETING)

Superintendent Prior Approval: Yes

Recommendation/Motion: A motion is in order to approve the revised job description for the Director of Family Community Engagement.

Background/Rationale: This job description has been updated to reflect measures of success, world language component and update job duties to reflect current position.

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

Fiscal Impact: Net Zero

Attachments(s): Job Description

DIRECTOR OF FAMILY/COMMUNITY ENGAGEMENT

TITLE:	Director of Family/Community Engagement
REPORTS TO:	Superintendent's Designee
SUPERVISES:	N/A
JOB FUNCTION:	The Director of Family and Community District Liaison will be responsible for supporting the Districtwide Family Support system. The position is responsible for improving relationships between students, parents, families and civic organizations while increasing the number of opportunities for services to our constituents. The Director shall promote the importance of parent, family and community involvement in the education process; provide information on services available to eligible students and families; convey information regarding school and/or district activities and procedures; and provide the community with an opportunity for input.

MEASURES OF SUCCESS:

- Family and Community stakeholders are informed of district initiatives and activities as indicated in annual surveys.
- Increased Family and Community engagement as indicated by analytical data.

DUTIES AND RESPONSIBILITIES:

- Assist students, staff, teachers, parents and community members for the purpose of providing and/or conveying information and other services required by parents/families or teachers.
- Conduct parent/family meetings to gain information and/or discuss needs and challenges involving students and families.
- Coordinate with community leaders and organizations to build resources and increase community engagement
- Organize various activities (e.g. presentations, forums, etc.) to provide support to the community, schools, students, and families.
- Work with the individual campuses to implement activities at the school, which will positively impact student achievement.
- Identify, develop, and evaluate outreach strategies based on FCPS's Strategic Plan, market characteristics, and cost.
- Bring a focus of equity and access to outreach and advocacy as it relates to the FCPS community.
- Identify community-based resources that could be used to facilitate coordination of family involvement with school staff by surveying families and school staff to

DIRECTOR OF FAMILY/COMMUNITY ENGAGEMENT

- determine strengths and weaknesses of family involvement throughout the district.
- **Oversee and coordinate the startup and operation of the FCPS Family Welcome Center.**
- **Work collaboratively with the Department of Public Engagement to generate publicity for the Family Welcome Center.**
- **Oversee coordination of the partnerships and volunteer process.**
- **Coordinate regular meetings with School FRYSC Coordinators to facilitate services to families.**
- **Identify community-based resources that could be used to facilitate coordination of family involvement with school staff by having the Family Involvement committee of each school review community organizations in the neighborhoods near their school site and open discussion with them about ongoing partnering opportunities.**
- **Identify community-based resources that could be used to facilitate coordination of family involvement with school staff by making use of television, newspapers, radio, transportation services, libraries, faith-based organizations, community service organizations, universities, etc., to run an extensive Public Relations campaign to make the entire school district aware of the need for community support as well as the current programs available for families in our district.**
- **Support the joint parent/teacher culturally responsive training to involve parents with diversity training in conjunction with already existing programs.**
- **Develop a directory of methods (strategies, activities, programs) for contacting and engaging families in the district by compiling a "list of parent engagement strategies" based on school/family/neighborhood demographics, feedback from parent surveys, etc.**
- **Develop and implement workshops, seminars and forums which address timely topics, such as parent/teacher conferences, primary program, school reform issues, strengthening parents' knowledge and skills as teachers of their own children, helping parents better interact with schools and school personnel.**
- **Provide education related to school governance for parents by providing training that qualifies parents to serve on councils by encouraging issue-based SBDM elections –curriculum, budget, activities, etc.**
- **Assist schools in the development of the "Family/Community" component of their school improvement plan.**
- **Work with schools on initiatives to reach underrepresented parents in efforts to close the achievement gap.**
- **Maintain regular attendance**
- **Perform other duties as assigned**

DIRECTOR OF FAMILY/COMMUNITY ENGAGEMENT

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

KNOWLEDGE AND ABILITIES:

KNOWLEDGE OF:

- Principles and procedures associated with professional communications services.
- Methods of appropriate communication and media selection to communicate with diverse socio-economic population.
- Modern management methods and techniques.
- District department-school site relations.
- Parental involvement in the educational process.

ABILITY TO:

- Communicate with others and build positive, trusting and effective interpersonal relationships.
- Make recommendations and decisions and be responsible for those decisions.
- Perceive organizational implications of recommendations made by senior management staff.
- Communicate effectively both orally and writing.

EDUCATION AND EXPERIENCE:

- Bachelor's degree in education, communication, counseling or related field. Master's preferred
- Teaching certificate preferred
- Bilingual preferred

Original Date: 07/2012

Revision Date: 02/2016

Revision Date: 11/2021

Administrative Additive Level 8

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

MEETING: Planning

DATE: 11/8/2021

TOPIC: Job Description

PREPARED BY: Jennifer Dyar

Recommended Action on: 11/29/2021

Action Item for Vote (REGULAR MEETING)

Superintendent Prior Approval: Yes

Recommendation/Motion: A motion is in order to approve the revised job description for the Chief Student Support Services Officer.

Background/Rationale: This job description has been updated to reflect measures of success, world language component and update job duties to reflect current position.

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

Fiscal Impact: Net Zero

Attachments(s): Job Description

CHIEF STUDENT SUPPORT SERVICES OFFICER

TITLE: Chief Student Support Services Officer

REPORTS TO: Superintendent's Designee

SUPERVISES: Assigned Staff

JOB FUNCTION: To facilitate, ensure coordination and monitor the implementation, operation and evaluation of all district student support programs as assigned by the Superintendent.

MEASURES OF SUCCESS:

- Increase in student achievement, social emotional health, and mental health services as indicated by:
 - Social Emotional Health progress monitoring
 - Mental Health Evidence Based Practices
 - State Academic Standard expectations
 - Walk-through and crosswalks
 - Curriculum benchmark assessments

DUTIES AND RESPONSIBILITIES:

- Facilitates and coordinate the implementation and evaluation of all student support programs.
- Develops and implements all federal and state budgets related to student support programs.
- Works closely with principals and other school and district staff as needed to implement these programs.
- Supervises and evaluates all assigned staff.
- Facilitates all requests to the district for student support programs. Prepare and submit federal and state reports as needed.

CHIEF STUDENT SUPPORT SERVICES OFFICER

- Monitors, develops, and implements procedures to ensure compliance with all federal, state and local regulations related to student support programs.
- Develops and maintain a strong knowledge base in areas related to all student support programs in the district, including changes in legislation and regulations relevant to these programs.
- Keeps abreast of current research impacting programs in the department.
- Works closely with district and school leaders to assess the needs of schools and deliver appropriate support 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.
- Maintains regular attendance.
- Performs other duties as assigned.

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.

CHIEF STUDENT SUPPORT SERVICES OFFICER

EDUCATION AND EXPERIENCE:

- MA+30 (Rank 1)
- Minimum of five (5) years of successful teaching or related experience
- Minimum of three (3) years of administrative experience
- Experience in the areas of curriculum, instruction, assessment and standards
- Demonstrated management experience

LICENSES AND OTHER REQUIREMENT:

- Kentucky Teacher Certification
- Kentucky Administrative Certification

Original Date: 05/2015

Revision Date: 11/2021

Administrative Additive Level 11



FAYETTE COUNTY PUBLIC SCHOOLS

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

MEETING: Planning

DATE: 11/8/2021

TOPIC: Monthly Financial Reports Placeholder

PREPARED BY: Rodney Jackson

Recommended Action on: 11/29/2021

Action Item for Vote (REGULAR MEETING)

Superintendent Prior Approval: No

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

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

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

Fiscal Impact: N/A

Attachments(s): Agenda Item Financial Summary, Monthly New Board Report, Monthly Financial Report, Monthly Balance Sheet



FAYETTE COUNTY PUBLIC SCHOOLS

Executive Summary
Fayette County Public Schools Board Meeting
Agenda Item

MEETING: Planning

DATE: 11/8/2021

TOPIC: School Activity Funds Report Placeholder

PREPARED BY: Rodney Jackson

Recommended Action on: 11/29/2021
Informational Item

Superintendent Prior Approval: No

Recommendation/Motion: N/A

Background/Rationale: School Activity Funds Report for the period ending September 30, 2021. The report details each school's activity fund expenses and receipts for the month and year ending previously noted.

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

Fiscal Impact: N/A

Attachments(s): School Activity Funds Report

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

MEETING: Regular

DATE: 11/22/2021

TOPIC: Personnel Changes

PREPARED BY: Jennifer Dyar

Recommended Action on: 11/22/2021
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 November 22, 2021 Board Agenda

Personnel Status	CERT / CLASS SAL	CLASS HR	SUB	SUPP
New Hires	14	53	117	228
Transfers	12	19		
Change in Status	1			
Retirements	3	5		
Resignations	13	37		5

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	
LIBERATORE	MELISSA	PUPIL PERSONNEL SERVICES	EXC CHILD LEARNING & BEHAVIOR	10/15/2021
LIVESAY	LAURA	LIBERTY ELEMENTARY	FAMILY RESOURCE CENTER COORD	10/11/2021
LUNETTA	BRIAN	LEXINGTON TRAD MAGNET MIDDLE	EXC CHILD LEARNING & BEHAVIOR	10/15/2021
MACKENZIE	ELLEN	LEESTOWN MIDDLE	MID LANGUAGE ARTS INSTRUCTOR	9/20/2021
MALONE	AVERY	BRYAN STATION HIGH	HS SOCIAL STUDIES INSTRUCTOR	10/1/2021
MCDANIEL	DEBRA	HENRY CLAY HIGH SCHOOL	HS ESL INSTRUCTOR	10/1/2021
MCFARLAND	ANDREW	DIXIE MAGNET ELEMENTARY	ELEM ORCHESTRA INSTRUCTOR	10/14/2021
MEDINA	DANIEL	RISE STEM ACADEMY FOR GIRLS	RISE ELEM SPANISH INSTRUCTOR	9/24/2021
MONTGOMERY	RYAN	HENRY CLAY HIGH SCHOOL	HS SOCIAL STUDIES INSTRUCTOR	10/25/2021
NEWELL-GOODWIN	GRACE	VIRTUAL LEARNING ACADEMY	ELEM INTERVENTION INSTRUCTOR	10/15/2021
PRYOR	LAVEESHIA	CURRICULUM AND ASSESSMENT	PROGRAM MANAGER	10/14/2021
REHM	AMY	LEESTOWN MIDDLE	MID INTERVENTION INSTRUCTOR	10/11/2021
SPEKTOROV	ANTON	HENRY CLAY HIGH SCHOOL	HS MATH INSTRUCTOR	10/1/2021
TYRRELL	CAMERON	ARLINGTON ELEMENTARY	ELEM PRESCHOOL INSTR	10/4/2021

- 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	To	From	Effective Date	
BAILEY	ALAINA	STUDENT ACHIEVEMENT & SUPPORT/DW MENTAL HEALTH SPECIALIST	LIBERTY ELEMENTARY/FAMILY RESOURCE CENTER COORD	9/27/2021
BRUCE	STEPHANIE	STUDENT ACHIEVEMENT & SUPPORT/DW MENTAL HEALTH SPECIALIST	TATES CREEK HIGH/COUNSELOR - MIDDLE/HIGH	10/4/2021
COMPTON	TIFFANY	STUDENT ACHIEVEMENT & SUPPORT/DW MENTAL HEALTH SPECIALIST	STUDENT ACHEIVEMENT & SUPPORT/SCHOOL SOCIAL WORKER/ DMHS	7/1/2021
CUNNINGHAM	JUAACKLYN	HARRISON ELEMENTARY/PROM ACAD-PGES COACH - ADMIN	TITLE I/DW RESOURCE INSTRUCTOR-11 MO	9/24/2021
DANIELS	KIMBERLY	MARY TODD ELEMENTARY/EXC CHILD LEARNING & BEHAVIOR	DEEP SPRINGS ELEMENTARY/EXC CHILD LEARNING & BEHAVIOR	10/19/2021

HELTON	LUNA	OPPORTUNITY MIDDLE COLLEGE/EXC CHILD LEARNING & BEHAVIOR	STEAM ACADEMY/EXC CHILD LEARNING & BEHAVIOR	7/1/2021
LEWIS	ANTWON	WILLIAM WELLS BROWN ELEMENTARY/PROM ACAD-ELEM PRIMARY INSTR	WILLIAM WELLS BROWN ELEMENTARY/PROM ACAD-SP ED PARA	9/29/2021
MCCALLISTER	MARIA	CHIEFACADOFF/CURR/INSTR/SCHOOL BASED INSTR SPECIALIST	YATES ELEMENTARY/ELEM READING INSTRUCTOR	9/14/2021
OSBORNE	HEATHER	YATES ELEMENTARY/ELEM INTERMEDIATE INSTRUCTOR	YATES ELEMENTARY/EXC CHILD LEARNING & BEHAVIOR	10/18/2021
RANDELL	ANDREW	HENRY CLAY HIGH SCHOOL/EXC CHILD LEARNING & BEHAVIOR	TATES CREEK MIDDLE/SAFE PARAEDUCATOR	10/11/2021
TIGHE	EMILY	TECHNOLOGY/DW DIGITAL LEARNING COACH	LAFAYETTE HIGH SCHOOL/TECHNOLOGY RESOURCE INSTRUCTOR	9/7/2021
WILLIAMS	SAMANTHA	SANDERSVILLE ELEMENTARY/ STUDENT ACHEIVEMENT & SUPPORT/GUIDANCE SPEC-ELEM COUNSELOR/ DMHS	SANDERSVILLE ELEMENTARY/GUIDANCE SPEC-ELEM COUNSELOR	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	
AL-SUUD	NATASHA	TITLE I	DW RESOURCE INSTRUCTOR-11 MO	11/5/2021
COSTANZO	REBECCA	RUSSELL CAVE ELEMENTARY	EXC CHILD LEARNING & BEHAVIOR	10/25/2021
DAVIS	ANTHONY	MUNIS SUPPORT	MANAGER - FINANCIAL SYSTEMS	10/1/2021
DENNEY	VICKI	HARRISON ELEMENTARY	PROM ACAD-ELEM INTERVENT INSTR	10/12/2021
HILL	ANTONY	WILLIAM WELLS BROWN ELEMENTARY	PROM ACAD-SCHOOL SOCIAL WORKER	10/29/2021
MAY	TONYA	HARRISON ELEMENTARY	PROM ACAD-PGES COACH - ADMIN	9/24/2021
MCFARLAND	ANDREW	DIXIE MAGNET ELEMENTARY	ELEM ORCHESTRA INSTRUCTOR	10/14/2021
SIMPSON	MATTHEW	EASTSIDE CENTER FOR APPLD TECH	LOCAL VOCATIONAL SCHOOL INSTR	1/4/2022
SIMS	HALEY	YATES ELEMENTARY	ELEM INTERMEDIATE INSTRUCTOR	10/8/2021
STARCHER	JAMIE	RUSSELL CAVE ELEMENTARY	ELEM INTERMEDIATE INSTRUCTOR	10/8/2021
THOMPSON	DORIS	VIRTUAL LEARNING ACADEMY	HS MATH INSTRUCTOR	12/17/2021
VANNOY	KATHERINE	MARY TODD ELEMENTARY	ELEM INTERMEDIATE INSTRUCTOR	10/15/2021
WIEGELE	ROBERT	CRAWFORD MIDDLE SCHOOL	MID SCHOOL CLASSROOM INSTRUC	9/28/2021

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

Name	Location	Assignment	Effective Date
MILLER CARL	EASTSIDE CENTER FOR APPLD TECH	SCHOOL PRINCIPAL	12/31/2021
ROSE SHANNON	JULIUS MARKS ELEMENTARY	ELEM INTERVENTION INSTRUCTOR	10/31/2021
TENCZA CAROL	MILLCREEK ELEMENTARY	ELEM INTERVENTION INSTRUCTOR	12/31/2021

- e. Change in Status of Certified/Salaried Classified Personnel - This is to report the change in status of the following certified/salaried classified personnel:

Name	To	From	Effective Date
ROSER KAREN	ASHLAND ELEMENTARY/FP GIFTED AND TALENTED INSTRUCTOR	ATHENS CHILESBURG ELEMENTARY/PP INTERVENTION	10/4/2021

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
ALABASSI HYAM	HENRY CLAY HIGH FOOD SVC	FOOD SERVICE ASSISTANT II	9/27/2021
ANDERSON SHANE	BUS GARAGE	BUS MONITOR	10/11/2021
BAILEY LISA	GARRETT MORGAN ELEMENTARY	SCHOOL OFFICE ASSISTANT	10/6/2021
BALDRIDGE AMBER	SPECIAL EDUCATION	REGISTERED BEHAVIOR TECHNICIAN	10/25/2021
BAXTER JOSEPH	BUS GARAGE	BUS MONITOR	10/11/2021
BIGGERSTAFF GEORGE	CARTER G WOODSON ELEMENTARY	SP ED PARA	10/4/2021
BOYD COURTNEY	SQUIRES ELEMENTARY	INSTRUCTIONAL PARAEDUCATOR	9/27/2021
BRADLEY ROBERT	BUS GARAGE	BUS DRIVER	9/14/2021
BRANHAM BRENDA	CLAYS MILL ELEMENTARY	KINDERGARTEN PARAEDUCATOR	9/13/2021
CANTRELL ELIZABETH	STONEWALL ELEMENTARY	SP ED PARA	10/11/2021
CASPER ROMAN	LAW ENFORCEMENT	LAW ENFORCEMENT OFFICER	11/15/2021
CLARKE KELLI	BRENDA COWAN ELEMENTARY	INSTRUCTIONAL PARAEDUCATOR	10/1/2021
CRIDER SCOTT LORA	GARRETT MORGAN ELEMENTARY	SP ED PARA	10/11/2021
CROCKER ANDREA	PAUL LAURENCE DUNBAR HIGH	INSTRUCTIONAL PARAEDUCATOR	9/27/2021
DELK KENDALL	MEADOWTHORPE ELEMENTARY	SP ED PARA	9/23/2021
EICHORN DELLA	LAFAYETTE HIGH SCH FOOD SERV	FOOD SERVICE ASSISTANT II	9/27/2021
FARLEY SARAH	CLAYS MILL ELEMENTARY	INSTRUCTIONAL PARAEDUCATOR	10/25/2021

FIFE	ANGELA	CLAYS MILL ELEMENTARY	KINDERGARTEN PARAEDUCATOR	9/13/2021
FORREST	DOROTHY	LAFAYETTE HIGH SCHOOL	SCHOOL OFFICE ASSISTANT	9/29/2021
GENTRIS	CARLA	BUS GARAGE	BUS MONITOR	10/11/2021
GIVENS	MAI	TATES CREEK MIDDLE FOOD SERV	FOOD SERVICE ASSISTANT II	9/13/2021
GRZYWACZ	MARGARET	SOUTHERN ELEMENTARY	SP ED PARA	10/19/2021
HAGER	KELSEY	WELLINGTON ELEMENTARY	SP ED PARA	10/4/2021
HAMILTON	JENNIFER	BUS GARAGE	BUS MONITOR	9/17/2021
HARDING	LYNN	BRYAN STATION TRD MID FOOD SER	FOOD SERVICE ASSISTANT II	9/27/2021
HOWARD	ZACHARY	MEADOWTHORPE ELEMENTARY	SP ED PARA	9/27/2021
JOHNSON	ADA	BRYAN STATION HIGH	CUSTODIAN	10/18/2021
JOHNSON	JO	BUS GARAGE	BUS MONITOR	10/18/2021
KAVANAUGH	LEAH	HUMAN RESOURCES	ADMINISTRATIVE ASSISTANT II	9/27/2021
KHANNA	RAJIV	GARRETT MORGAN ELEMENTARY	SP ED PARA	10/4/2021
MCARTHUR	JENCY	DEEP SPRINGS ELEMENTARY	INSTRUCTIONAL PARAEDUCATOR	9/30/2021
MCCOMAS	TIMOTHY	BUS GARAGE	BUS MONITOR	10/18/2021
MCINTOSH	GARY	BUS GARAGE	BUS MONITOR	10/18/2021
MCKEE	WILLIE	BUS GARAGE	BUS MONITOR	10/18/2021
MEAUX	STEPHANIE	GARDEN SPRINGS ELEMENTARY	INSTRUCTIONAL PARAEDUCATOR	10/4/2021
METTS	DESIREE	SOUTHERN MIDDLE FOOD SERV	FOOD SERVICE ASSISTANT II	9/13/2021
MILLSAPS	ZACHARY	EDYTHE J HAYES MIDDLE SCHOOL	SP ED PARA	10/18/2021
MONTGOMERY	RONALD	BUS GARAGE	BUS MONITOR	10/18/2021
MORTON	JIMMY	BUS GARAGE	BUS MONITOR	10/11/2021
NGANDU SANKAYI	GASTON	BUS GARAGE	BUS MONITOR	10/18/2021
NICKELS	THOMAS	BUS GARAGE	BUS DRIVER	9/28/2021
NSHIMIYIMANA	ERIC	BUS GARAGE	BUS MONITOR	10/18/2021
PAUCAR	JOSE	FREDERICK DOUGLASS HIGH SCHOOL	CUSTODIAN	10/12/2021
PAYNE	KOURETENEY	BEAUMONT MIDDLE SCHOOL	SP ED PARA	10/26/2021
POLK	ERIC	PICADOME ELEMENTARY	SP ED PARA	10/4/2021
RAMIREZ	AMANDA	BUS GARAGE	BUS MONITOR	8/1/2021
RAYBOULD	MEREDITH	SCAPA AT BLUEGRASS	SCHOOL ADMIN ASST II - MIDDLE	10/11/2021
REARIC	LUKE	PICADOME ELEMENTARY	SP ED PARA	9/23/2021
RINCON	BRIANNA	COVENTRY OAK ELEMENTARY	SCHOOL OFFICE ASSISTANT	10/15/2021
SHAFEEIALAVIJEH	MANOOCHHR	BUS GARAGE	BUS MONITOR	10/11/2021
SHELBY	JAREN	MEADOWTHORPE ELEMENTARY	SP ED PARA	10/11/2021
STONE	ASHLEY	BRECKINRIDGE ELEMENTARY	EARLY START PARAEDUCATOR	8/31/2021
ZIMMERMANN	JOANNE	ASHLAND ELEMENTARY	SP ED PARA	9/30/2021

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
BEREZNAK	MICHAEL	BUS GARAGE/BUS MONITOR	BUS GARAGE/BUS DRIVER	10/1/2021
BERWEILER	NICHOLAS	CHIEF OPS OFFICE/IAKSS CUSTODIAN	CHIEF OPS OFFICE/IAKSS LEAD CUSTODIAL SERV WRKR	10/11/2021
BLANTON	BRODERICK	HENRY CLAY HS/SP ED PARA	SPECIAL EDUCATION/EMPLOYMENT TRAINING SPECIALIST	9/27/2021
BREWER	ANTHONY	LEESTOWN MIDDLE/CUSTODIAN	COVENTRY OAK ELEM/CUSTODIAN	10/4/2021
BROWN	SHONDISTE	FINANCIAL SERV/PAYROLL SPECIALIST	FINANCIAL SERV/INSURANCE SPECIALIST	7/1/2021
DUNAWAY	NANNIE	PICADOME ELEM/SP ED PARA	STEAM ACADEMY/SCHOOL ACCOUNT SPEC - HIGH	9/20/2021
DYER	JUANITA	ATHENS CHILESBURG ELEM/SAFE PARA	ATHENS CHILESBURG ELEM/KINDERGARTEN PARA	8/9/2021
FAULCONER	JILL	BRYAN STATION HIGH/SCHOOL OFFICE ASSIST	BRYAN STATION HIGH/ATTENDANCE SPEC - HS	10/11/2021
HALE	LAKEISHA	SANDERSVILLE FD SVC/FOOD SERVICE ASSIST II	BRYAN STATION HIGH FOOD SERV/FOOD SERVICE ASSIST II	9/27/2021
JACKSON	EARLENE	PAUL LAURENCE DUNBAR HIGH/SP ED PARA	PAUL LAURENCE DUNBAR HIGH/SCHOOL OFFICE ASSIST	10/4/2021
MILLER	KAROSTA	ARLINGTON ELEM/SP ED PARA	NORTHERN ELEM/SP ED PARA	10/4/2021
PADOVA	RONDA	MEADOWTHORPE ELEM FOOD SERV/FOOD SERVICE ASSIST I	PAUL LAURENCE DUNBAR FOOD SERV/FOOD SERVICE ASSIST I	9/13/2021
PITTS	MARK	PHYSICAL PLAT OPS/UTILITY WORKER I	PHYSICAL PLANT OPS/LEAD UTILITY WORKER	9/30/2021
RAGLIN	ANDREA	LAW ENFORCEMENT/DISPATCHER	LAW ENFORCEMENT/LAW ENFORCMENT ADMIN ASST III	10/11/2021
STEPHENSON	PATRICIA	TATES CREEK ELEM FOOD SERV/FOOD SERVICE ASSIST II	FOOD SERV/FOOD SERVICE ASSIST II	9/13/2021
STOKES	DEBBIE	FOOD SERV/FOOD SERVICE ASSIST II	TATES CREEK ELEM FOOD SERV/FOOD SERVICE ASSIST II	9/13/2021
THOMPSON	ADRIAN	FINANCIAL SERV/INSURANCE SPECIALIST	FINANCIAL SERV/PAYROLL SPECIALIST	7/1/2021
VALLE	JOSE	COVENTRY OAK ELEM/SCHOOL OFFICE ASSIST	HUMAN RESOURCES/ADMINISTRATIVE ASSIST II	10/18/2021
VAZQUEZ	ISABELLE	TATES CREEK MIDDLE FOOD SERV/FOOD SERVICE ASSIST II	BRECKINRIDGE ELEM FOOD SERV/FOOD SERVICE ASSIST II	9/13/2021

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

Name	Location	Assignment	Effective Date	
ALLEYNE-JONES	MALIK	TECHNOLOGY	IAKSS SYSTEMS ANALYST	11/3/2021
ANDREWS	JAMUAN	BUS GARAGE	BUS MONITOR	9/13/2021
BLAIR	TARON	SOUTHERN ELEMENTARY	SP ED PARA	9/24/2021
BOWLING	ELEANOR	TATES CREEK ELEM FOOD SERV	FOOD SERVICE ASSISTANT II	10/15/2021
BRASHEAR	SANDI	LANSDOWNE ELEM FOOD SERV	FOOD SERVICE ASSISTANT I	8/9/2021
BRUCE	JOHN	BUS GARAGE	BUS MONITOR	10/8/2021
BRUMLEY	KELLY	CRAWFORD MIDDLE SCHOOL	ATTENDANCE SPECIALIST - MIDDLE	10/22/2021
CHINN	KINDRA	WELLINGTON FOOD SERVICE	FOOD SERVICE ASSISTANT II	8/9/2021
COOFER	SHANNAN	HENRY CLAY HIGH SCHOOL	SP ED PARA	10/28/2021
DAVIDSON	MITZI	PAUL LAURENCE DUNBAR HIGH	SP ED PARA	10/8/2021
FONTENOT	APRIL	BUS GARAGE	BUS DRIVER	10/8/2021
GENTRIS	CARLA	BUS GARAGE	BUS MONITOR	10/16/2021
HAWKINS	JAMIE	MILLCREEK ELEMENTARY	KINDERGARTEN PARAEDUCATOR	10/19/2021
HUGHES	DARIUS	WILLIAM WELLS BROWN ELEMENTARY	PROM ACAD-SP ED PARA	10/13/2021
LAFFERTY	ANNETT	PICADOME ELEMENTARY	SP ED PARA	10/26/2021
LEWIS	MELVIN	SOUTHERN ELEMENTARY	SP ED PARA	9/30/2021
MARQUEZ	STEVEN	BUS GARAGE	BUS DRIVER	10/6/2021
MARTINEZ	MICHAEL	BUS GARAGE	BUS DRIVER	10/15/2021
MCCUBBINS	ANDREW	LEXINGTON TRAD MAGNET MIDDLE	SP ED PARA	10/15/2021
MCGHEE	TIANNICCA	BUS GARAGE	BUS MONITOR	9/1/2021
MEEKS	NYKEJA	MILLCREEK ELEMENTARY FOOD SERV	FOOD SERVICE ASSISTANT II	10/1/2021
MELCHER	JEFFERSON	MILLCREEK ELEMENTARY	CUSTODIAN	9/28/2021
GUTIERREZ				
MENDEZ	MARIO	BUS GARAGE	BUS MONITOR	9/10/2021
MILLER	JARED	LEXINGTON TRAD MAGNET MIDDLE	CUSTODIAN	10/26/2021
MILLER	ROBERT	BUS GARAGE	BUS DRIVER	10/18/2021
NICKELS	THOMAS	BUS GARAGE	BUS DRIVER	10/15/2021
NOBLE	APRIL	LIBERTY FD SVC	FOOD SERVICE ASSISTANT I	8/9/2021
RAHMAN	SAHBAA	BRECKINRIDGE ELEM FOOD SERV	FOOD SERVICE ASSISTANT II	10/8/2021
RAINEY	JULIANNE	CASSIDY ELEMENTARY	KINDERGARTEN PARAEDUCATOR	10/29/2021
REED	LAKEYRIA	BUS GARAGE	BUS MONITOR	10/15/2021
ROLLER	OTIS	BUS GARAGE	BUS MONITOR	9/17/2021
ROSE	KRYSTAL	BUS GARAGE	BUS MONITOR	9/25/2021
SEE	LISA	COVENTRY OAK ELEMENTARY	SCHOOL OFFICE ASSISTANT	10/11/2021

TALBERT	DEREK	MEADOWTHORPE ELEMENTARY	SAFE PARAEDUCATOR	9/10/2021
TORAL VIVEROS	BLANCA	MAXWELL ELEMENTARY	PART-TIME CUSTODIAN	10/15/2021
TROWEL	CALVIN	MEADOWTHORPE ELEMENTARY	SP ED PARA	10/15/2021
WILBURN	ROGER	CLAYS MILL ELEMENTARY	CUSTODIAN	10/22/2021

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

Name	Location	Assignment	Effective Date
DAWSON	KARIN	WELLINGTON FOOD SERVICE	FOOD SERVICE ASSISTANT II
PRICE	DANNY	MAINTENANCE SHOP	HVAC TECHNICIAN
ROGERS	HAROLD	CASSIDY ELEMENTARY	SP ED PARA
VINSON	MICHAEL	SOUTHERN ELEMENTARY	CUSTODIAN
WEBB	GERALD	PHYSICAL PLANT OPERATIONS	VEHICLE MECHANIC II

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
ADAMS	GEORGE	CRAWFORD MIDDLE SCHOOL
		MID ASST BASKETBALL (GIRLS)
ADAMS	TAYLOR	EDYTHE J HAYES MIDDLE SCHOOL
		MID DANCE TEAM #2
ADAMS	TAYLOR	EDYTHE J HAYES MIDDLE SCHOOL
		MID DANCE TEAM
ADAMS	TAYLOR	EDYTHE J HAYES MIDDLE SCHOOL
		MID DISCR COACH (WINTER)
ADAMS	TYLER	BRYAN STATION HIGH
		HS HEAD SWIMMING & DIVING
ADKINS	CHRISTOPHER	FREDERICK DOUGLASS HIGH SCHOOL
		HS ASST SOCCER (GIRLS)

ANDERKIN	LAURA	SOUTHSIDE CENTER FOR APLD TECH	HS SOCIAL STUDIES CONTENT LE
ANYAEGBUNAM	HELEN	GLENDOVER ELEMENTARY	ELEM GRADE LEVEL REP
ARMSTRONG	MICHELLE	CARDINAL VALLEY ELEMENTARY	ELEM ACADEMIC TEAM COACH
AUSTIN	COURTNEY	BRYAN STATION HIGH	HS CROSS COUNTRY
BAKER	SHERRY	HENRY CLAY HIGH SCHOOL	HS BAND-MARCHING TECH
BEATTY-ADAMS	ANISHA	CRAWFORD MIDDLE SCHOOL	MID SOCIAL STUDIES CONTENT LE
BERK	JENNIFER	LOCUST TRACE TECHNICAL CENTER	HS SOCIAL STUDIES CONTENT LE
BINGHAM	VINCENT	HENRY CLAY HIGH SCHOOL	HS EXTRCURR ACT (CLAS SAL)
BOOKER	ROY	CRAWFORD MIDDLE SCHOOL	MID HD BSKTBL (BOYS) (CLAS SAL)
BOOKER	ROY	CRAWFORD MIDDLE SCHOOL	MD HEAD BSKTBL (GIRL)-CLAS SAL
BOYLE	ADONYA	CARDINAL VALLEY ELEMENTARY	ELEM ACADEMIC TEAM COACH
BRADLEY	BRIANA	NORTHERN ELEMENTARY	ELEM GRADE LEVEL REP
BRIGGS	RYAN	LEESTOWN MIDDLE	MID CLUB SPONSOR
BRIGGS	RYAN	LEESTOWN MIDDLE	MID DRAMA SPONSOR-PROD #2
BROCK	BRITTANY	CARDINAL VALLEY ELEMENTARY	ELEM GRADE LEVEL REP

BROWN	WILLIAM	BRYAN STATION HIGH	HS ASST BASKETBALL (BOYS)
BROWN	DANIEL	HENRY CLAY HIGH SCHOOL	HS HEAD BASKETBALL (BOYS)
BROWNING	LORA	BEAUMONT MIDDLE SCHOOL	MID DISCRETIONARY COACH FALL
BUSCH	LESLIE	GLENDOVER ELEMENTARY	ELEM GRADE LEVEL REP
BUTLER	THEODORE	PAUL LAURENCE DUNBAR HIGH	HS ASST SOCCER (BOYS)
CAMERON	SARAH	CARDINAL VALLEY ELEMENTARY	ELEM GRADE LEVEL REP
CAMERON	SARAH	CARDINAL VALLEY ELEMENTARY	ELEM BLDG ASSESSMENT COORD
CARR	MOLLY	JAMES LANE ALLEN ELEMENTARY	ELEM GRADE LEVEL REP
CARRILLO	MARIA	BRYAN STATION HIGH	HS/MID SBDM SECRETRY
CARTER	CORNEL	CARDINAL VALLEY ELEMENTARY	ELEM EXTRACURRICULAR COORD
CARTER	JASON	MEADOWTHORPE ELEMENTARY	ELEM ACADEMIC TEAM COACH
CARTER	JASON	MEADOWTHORPE ELEMENTARY	ELEM SPECIAL AREA SPONSOR
CARTER	JASON	MEADOWTHORPE ELEMENTARY	ELEM BLDG ASSESSMENT COORD
CARTER	JASON	MEADOWTHORPE ELEMENTARY	ELEM TECHNOLOGY COORD
CARTER	SEAN	PAUL LAURENCE DUNBAR HIGH	HS ZERO HOUR

CARTIER	KATHLEEN	PAUL LAURENCE DUNBAR HIGH	HS ARCHERY COACH
CASE	ERIC	BEAUMONT MIDDLE SCHOOL	MID HEAD BASKETBALL (BOYS)
CASE	KEVIN	PAUL LAURENCE DUNBAR HIGH	HS HEAD WRESTLING
CHENAULT	JARVIS	BRYAN STATION TRADL MIDDLE	MID ASST BASKETBALL (BOYS)
CHESTNUT	KIRKLAND	BRYAN STATION HIGH	ASST. FOOTBALL
CHURCHILL	CHARLES	DIXIE MAGNET ELEMENTARY	ELEM GRADE LEVEL REP
CLARK	CHRISTIAN	PAUL LAURENCE DUNBAR HIGH	HS SWIMMING & DIVING (ASST)
COBB	CARLISLE	MEADOWTHORPE ELEMENTARY	ELEM GRADE LEVEL REP
COBBINS	CARTIA	LEXINGTON TRAD MAGNET MIDDLE	MID CHEERLEADER SPONSOR
COHN	KACI	BRYAN STATION HIGH	HS SOCIAL STUDIES CONTENT LE
COLLINS	DEVON	CRAWFORD MIDDLE SCHOOL	MID DANCE TEAM
COOPER	WILLOW	BEAUMONT MIDDLE SCHOOL	MID DISCR COACH (WINTER)
COX	ALICE	DIXIE MAGNET ELEMENTARY	ELEM GRADE LEVEL REP
COYLE	CLAYTON	BEAUMONT MIDDLE SCHOOL	MID ASST BASKETBALL (BOYS)
CRAWFORD	REBECCA	CRAWFORD MIDDLE SCHOOL	MID SOCIAL STUDIES CONTENT LE

CRAYCRAFT	SHANA	GLENDOVER ELEMENTARY	ELEM GRADE LEVEL REP
DALLAIRE	JOSEPH	LEESTOWN MIDDLE	MID CLUB SPONSOR-CLAS
DALLAIRE	JOSEPH	LEESTOWN MIDDLE	MID CLUB SPONSOR-CLAS #2
DAUER	LURA	MEADOWTHORPE ELEMENTARY	ELEM GRADE LEVEL REP
DAVIS	ANTONIO	BRYAN STATION TRADL MIDDLE	MID HD BSKTBL (BOYS) (CLAS SAL)
DEBORDE	GARY	STEAM ACADEMY	HS EXTRACURRICULAR ACTIVITY
DEBORDE	GARY	STEAM ACADEMY	HS EXTRACURR ACT DUTY #2
DISNEY	KATHRYN	THE LEARNING CENTER	HS SOCIAL STUDIES CONTENT LE
DONNELLY	FRANK	WINBURN MIDDLE	MIDDLE ZERO HOUR
DOTSON	TIFFANY	WINBURN MIDDLE	MID SUBJECT AREA REPR
DOTSON	TIFFANY	WINBURN MIDDLE	MIDDLE ZERO HOUR
DRAPER	LOGAN	CARDINAL VALLEY ELEMENTARY	ELEM GRADE LEVEL REP
DRURY	TAMMY	MEADOWTHORPE ELEMENTARY	ELEM EXTRACURRICULAR COORD
DRURY	TAMMY	MEADOWTHORPE ELEMENTARY	ELEM STLP COORDINATOR
DUFFY	LAURA	BRYAN STATION HIGH	HS ARCHERY COACH

DUNSIL	MEGAN	JAMES LANE ALLEN ELEMENTARY	ELEM EXTRACURRICULAR COORD
DUNSIL	MEGAN	JAMES LANE ALLEN ELEMENTARY	ELEM SPECIAL AREA SPONSOR
DUPREE	STEPHEN	WINBURN MIDDLE	MIDDLE ZERO HOUR
DUVALL	LINDSAY	SOUTHERN ELEMENTARY	ELEM SBDM SECRETARY
ELAM	LYDIA	MORTON MIDDLE	MID SOCIAL STUDIES CONTENT LE
ELLIOT	VALERIE	CARDINAL VALLEY ELEMENTARY	ELEM GRADE LEVEL REP
ERWIN	REBECCA	NORTHERN ELEMENTARY	ELEM EXTRACURRICULAR COORD
FENWICK	HILARY	BEAUMONT MIDDLE SCHOOL	MID DANCE TEAM
FERGUSON	KERIANN	BEAUMONT MIDDLE SCHOOL	MID ASST VOLLEYBALL
FERNANDEZ ALVIRA	EVA	CARDINAL VALLEY ELEMENTARY	ELEM EXTRACURRICULAR COORD
FIELDS	RAE ANNA	DIXIE MAGNET ELEMENTARY	ELEM GRADE LEVEL REP
FRANCIS	KARA	DIXIE MAGNET ELEMENTARY	ELEM GRADE LEVEL REP
FRAZIER	LYNDA	MARTIN LUTHER KING ACADEMY	HS SOCIAL STUDIES CONTENT LE
FRIEND	KATHRYN	CARDINAL VALLEY ELEMENTARY	ELEM GRADE LEVEL REP
FURNISH	CATHERINE	GLENDOVER ELEMENTARY	ELEM SBDM SECRETARY

FURNISH	CATHERINE	GLENDOVER ELEMENTARY	ELEM GRADE LEVEL REP
GATSOS	CYNTHIA	WINBURN MIDDLE	MID SOCIAL STUDIES CONTENT LE
GONZALEZ	APRIL	WINBURN MIDDLE	MID TEAM LEADER (4 PERSON)
HAGGARD	JENICA	GARDEN SPRINGS ELEMENTARY	ELEM TRANSPORTATION CAPTAIN
HAGGARD	STEPHANIE	DIXIE MAGNET ELEMENTARY	ELEM GRADE LEVEL REP
HALL	MARCUS	SOUTHERN MIDDLE	MID ASST FOOTBALL
HALL	HALEY	FAMILY CARE CENTER	HS SOCIAL STUDIES CONTENT LE
HARRIS	JAMIE	JAMES LANE ALLEN ELEMENTARY	ELEM GRADE LEVEL REP
HARRIS	JAMIE	JAMES LANE ALLEN ELEMENTARY	ELEM EXTRACURRICULAR COORD
HAWKINS	BRANDON	BEAUMONT MIDDLE SCHOOL	MID ASST FOOTBALL
HELTON	LUNA	OPPORTUNITY MIDDLE COLLEGE	HS SOCIAL STUDIES CONTENT LE
HENRY	LISA	MARTIN LUTHER KING ACADEMY	HS STLP COORDINATOR
HENRY	LISA	MARTIN LUTHER KING ACADEMY	HS ZERO HOUR
HICKEY	SUSAN	PAUL LAURENCE DUNBAR HIGH	HS ZERO HOUR
HILBERT	KERI	JESSIE M CLARK MIDDLE	HS SOCIAL STUDIES CONTENT LE

HOLLINGER	KATHLEEN	ROSA PARKS ELEMENTARY	ELEM TECHNOLOGY COORD
HOVDEN	JOSHUA	BRYAN STATION HIGH	HS ASST WRESTLING
HOWARD	ERICA	CARDINAL VALLEY ELEMENTARY	ELEM GRADE LEVEL REP
HUDSON	SANDRA	ROSA PARKS ELEMENTARY	ELEM EXTRACURRICULAR SUPV
HUMMEL	ANGELA	SOUTHERN ELEMENTARY	ELEM STUDENT ASSISTANCE TEAM
HYDE	MACKENZIE	MEADOWTHORPE ELEMENTARY	ELEM GRADE LEVEL REP
HYDE	MACKENZIE	MEADOWTHORPE ELEMENTARY	ELEM WEB MASTER
ISAACS	ABY	CARDINAL VALLEY ELEMENTARY	ELEM SBDM SECRETARY
JACKSON	JEANNETTE	BRYAN STATION TRADL MIDDLE	MID DANCE TEAM
JACOBS	JENNY	MEADOWTHORPE ELEMENTARY	ELEM BLDG ASSESSMENT COORD
JAMES	RHOMAN	YATES ELEMENTARY	ELEM WEB MASTER-CLAS SAL
JEFFERSON	STACEY	MEADOWTHORPE ELEMENTARY	ELEM GRADE LEVEL REP
JENSON	MARGARET	MEADOWTHORPE ELEMENTARY	ELEM GRADE LEVEL REP
JOHNSON	BRETT	HENRY CLAY HIGH SCHOOL	HS EXTRACURRICULAR ACTIVITY
JOHNSON	LAUREN	RUSSELL CAVE ELEMENTARY	ELEM STLP COORDINATOR

JONES	BRIAN	CARTER G WOODSON ACADEMY	HS SOCIAL STUDIES CONTENT LE
JONES	BRITTANY	DIXIE MAGNET ELEMENTARY	ELEM GRADE LEVEL REP
JUSTICE	FRANCES	MEADOWTHORPE ELEMENTARY	ELEM COMMITTEE CHAIR
KIRBY	ANDREA	BRYAN STATION TRADL MIDDLE	MID SOCIAL STUDIES CONTENT LE
LACEFIELD	SHAD	GARDEN SPRINGS ELEMENTARY	ELEM EXTRACURRICULAR COORD
LAKES	TRENT	LAFAYETTE HIGH SCHOOL	HS HEAD SWIMMING & DIVING
LAND	DANETTE	BRYAN STATION HIGH	HS BOWLING-BOYS & GIRLS COACH
LANDRY	TERESA	DIXIE MAGNET ELEMENTARY	ELEM EXTRACURRICULAR SUPV
LANE	DAVID	BRYAN STATION HIGH	HS E-SPORTS
LANE	JANICE	GLENDOVER ELEMENTARY	ELEM GRADE LEVEL REP
LANE	JANICE	GLENDOVER ELEMENTARY	ELEM TECHNOLOGY COORD
LAYNE	ADAM	WINBURN MIDDLE	MIDDLE ZERO HOUR
LEISNER- HERR	HEAVEN	BEAUMONT MIDDLE SCHOOL	MID ACADEMIC TEAM SPONSOR
LEONARD	AMY	CARDINAL VALLEY ELEMENTARY	ELEM BLDG ASSESSMENT COORD
LEWIS	ANTWON	TATES CREEK MIDDLE	MID HEAD FOOTBALL

LIGON JR	CHAMP	BRYAN STATION HIGH	HS HEAD BASKETBALL (BOYS)
LLOYD	AMANDA	DIXIE MAGNET ELEMENTARY	ELEM BLDG ASSESSMENT COORD
LOCKER	CHELSEY	GARRETT MORGAN ELEMENTARY	ELEM SBDM SECRETARY
LOGAN	ABEL	EDYTHE J HAYES MIDDLE SCHOOL	MID ASST BASKETBALL (BOYS)
LOSCH	RACHEL	DIXIE MAGNET ELEMENTARY	ELEM SPECIAL AREA SPONSOR
MASON	TABITHA	BRYAN STATION HIGH	HS ZERO HOUR
MCCUBBINS	ANDREW	LEXINGTON TRAD MAGNET MIDDLE	MID CLUB SPONSOR-CLAS
MCCUBBINS	ANDREW	LEESTOWN MIDDLE	MID DISCR COACH (YEAR-LONG)
MCDONALD	KATHRYN	GLENDOVER ELEMENTARY	ELEM GRADE LEVEL REP
MCQUERRY	REBECCA	DIXIE MAGNET ELEMENTARY	ELEM GRADE LEVEL REP
MERIDETH	SARA	LEESTOWN MIDDLE	MID SOCIAL STUDIES CONTENT LE
MESZAROS	CHRISTOPHER	CRAWFORD MIDDLE SCHOOL	MID MATH TEAM SPONSOR
METTILLE	RACHEL	MEADOWTHORPE ELEMENTARY	ELEM COMMITTEE CHAIR
MEYER	STEPHANIE	CARDINAL VALLEY ELEMENTARY	ELEM STLP COORDINATOR
MEYER	STEPHANIE	CARDINAL VALLEY ELEMENTARY	ELEM WEB MASTER

MEYER	STEPHANIE	CARDINAL VALLEY ELEMENTARY	ELEM TECHNOLOGY COORD
MINER	STEPHANIE	EDYTHE J HAYES MIDDLE SCHOOL	MID DISCR COACH (WINTER)
MOCK	JENNY	LEESTOWN MIDDLE	MID CLUB SPONSOR
MOHR	AMANDA	STEAM ACADEMY	HS SOCIAL STUDIES CONTENT LE
MOSS	LAUREN	EDYTHE J HAYES MIDDLE SCHOOL	MID ASST BASKETBALL (GIRLS)
MULLINS	JONATHAN	WINBURN MIDDLE	MID SUBJECT AREA REPR
NAPIER	WHITNEY	SOUTHERN ELEMENTARY	ELEM TECHNOLOGY COORD
NEVILL	KAITLYN	MEADOWTHORPE ELEMENTARY	ELEM COMMITTEE CHAIR
NEWSOME	ANGELA	GARDEN SPRINGS ELEMENTARY	ELEM CURRICULUM SPEC
NEWTON	PAUL	LEESTOWN MIDDLE	MID CLUB SPONSOR
NOLAND	ALLISON	GLENDOVER ELEMENTARY	ELEM GRADE LEVEL REP
NORD	JOHN	SOUTHERN ELEMENTARY	ELEM BLDG ASSESSMENT COORD
OSTER	MATTHEW	PAUL LAURENCE DUNBAR HIGH	HS ASST SOCCER (BOYS) #2
OWENS	SUSAN	DISTRICT WIDE	DW ASSISTIVE TECH COMM LEADER
OWSLEY	JOSHUA	BRYAN STATION HIGH	HS ASST BSKTBL (BOYS)-CLAS SAL

PACK	JASON	EDYTHE J HAYES MIDDLE SCHOOL	MID DISCR COACH (WINTER)
PACK	JASON	EDYTHE J HAYES MIDDLE SCHOOL	MID HEAD BASKETBALL (BOYS)
PALUMBO	JAMES	BRYAN STATION HIGH	HS SWIMMING & DIVING (ASST)
PARISH	ELTON	BRYAN STATION TRADL MIDDLE	MID TEAM LEADER (5 PERSON)
PARKS	DANIEL	MEADOWTHORPE ELEMENTARY	ELEM ACADEMIC TEAM COACH
PARKS	DANIEL	MEADOWTHORPE ELEMENTARY	ELEM PUBLICATION/YEARBOOK/COMM
PAVONA	AMY	DIXIE MAGNET ELEMENTARY	ELEM GRADE LEVEL REP
PAYNE	NICHOLAS	EDYTHE J HAYES MIDDLE SCHOOL	MID SOCIAL STUDIES CONTENT LE
PEAVLER	CHAD	WINBURN MIDDLE	MID TEAM LEADER (4 PERSON)
PENROD	CINDY	TATES CREEK MIDDLE	MID YEARBOOK SPONSOR-CLAS SAL
PIPPEN	KATIE	BRYAN STATION HIGH	HS ASST BASKETBALL (GIRLS)
POWELL	ELIZABETH	WINBURN MIDDLE	MIDDLE ZERO HOUR
PRATHER	DANA	CARDINAL VALLEY ELEMENTARY	ELEM GRADE LEVEL REP
PRIEST	BARBARA	JULIUS MARKS ELEMENTARY	ELEM EXTRACURRICULAR SUPV
RANDELL	ANDREW	TATES CREEK MIDDLE	MID DISCR COACH (YEAR-LONG)

RAY	DEAN	FREDERICK DOUGLASS HIGH SCHOOL	HS ARCHERY COACH
REYNOLDS	MEREDITH	CARDINAL VALLEY ELEMENTARY	ELEM PROF DEVELOPMENT CHAIR
RICHMOND	JONATHAN	BRYAN STATION HIGH	HS ASST BASKETBALL (BOYS)
RIGGLE	KIMBERLY	CARDINAL VALLEY ELEMENTARY	ELEM EXTRACURRICULAR COORD
RISON	NOVA	GARRETT MORGAN ELEMENTARY	ELEM TRANSPORTATION CAPTAIN
RISTER	LAUREN	GLENDOVER ELEMENTARY	ELEM GRADE LEVEL REP
ROBERTS	DUSTIN	CARDINAL VALLEY ELEMENTARY	ELEM GRADE LEVEL REP
ROBINSON	BRYCE	SCAPA AT BLUEGRASS	MID SOCIAL STUDIES CONTENT LE
RONEY	CHRISTA	CARDINAL VALLEY ELEMENTARY	ELEM EXTRACURRICULAR COORD
ROSIER	LAURA	CLAYS MILL ELEMENTARY	ELEM WEB MASTER
ROWLAND	ELEANOR	GLENDOVER ELEMENTARY	ELEM GRADE LEVEL REP
SANDERS	JAQUAR	BRYAN STATION HIGH	HS ASST FOOTBALL
SANDUSKY	SERENA	BRYAN STATION HIGH	HS HEAD BASKETBALL (GIRLS)
SANTIAGO	ABIGAIL	BRYAN STATION TRADL MIDDLE	MID CLUB SPONSOR
SCHOFF	STEPHANIE	LAFAYETTE HIGH SCHOOL	HS SOCIAL STUDIES CONTENT LE

SCHWEITZER	LINDSAY	DIXIE MAGNET ELEMENTARY	ELEM SBDM SECRETARY
SEPULVEDA	REBECCA	JAMES LANE ALLEN ELEMENTARY	ELEM EXTRACURRICULAR COORD
SEPULVEDA	REBECCA	JAMES LANE ALLEN ELEMENTARY	ELEM EXTRACURRICULAR COORD #2
SERRES	ALLIESHAЕ	DIXIE MAGNET ELEMENTARY	ELEM STLP COORDINATOR
SHAVER	BRITTANY	BEAUMONT MIDDLE SCHOOL	MID ASST BASKETBALL (GIRLS)
SHIMKO	JONNALYN	BRYAN STATION HIGH	HS VOLLEYBALL (ASST)
SINCLAIR	NORMAN	PAUL LAURENCE DUNBAR HIGH	HS ASST WRESTLING
SMITH	JONATHAN	PAUL LAURENCE DUNBAR HIGH	HS ARCHERY COACH
SMITH	KIMBERLY	BRYAN STATION TRADL MIDDLE	MID CLUB SPONSOR
SMITH	LORA	MEADOWTHORPE ELEMENTARY	ELEM GRADE LEVEL REP
SMITH	SCOTTIE	BRYAN STATION HIGH	HS ASST BASKETBALL (GIRLS)
STEWART	CARYNN	LEXINGTON TRAD MAGNET MIDDLE	MID ASST CHEERLEADING
STEWART	KRISTY	GLENDOVER ELEMENTARY	ELEM GRADE LEVEL REP
STONER	STEVEN	DIXIE MAGNET ELEMENTARY	ELEM ACADEMIC TEAM COACH
STONER	STEVEN	DIXIE MAGNET ELEMENTARY	ELEM WEB MASTER

STRANGE	GERALYN	STEAM ACADEMY	HS EXTRCURR ACT (CLAS SAL)
STRANGE	GERALYN	STEAM ACADEMY	HS/MID SBDM SEC-CLAS SAL
STROHMEIER	RACHEL	MEADOWTHORPE ELEMENTARY	ELEM GRADE LEVEL REP
SWARTZ	SONYA	BRYAN STATION TRADL MIDDLE	MID CLUB SPONSOR
SWORD	KIMBERLY	DIXIE MAGNET ELEMENTARY	ELEM CURRICULUM SPEC
TAYLOR	BRYAN	PAUL LAURENCE DUNBAR HIGH	HS ARCHERY COACH
TAYLOR	JAMES	BRYAN STATION HIGH	HS HEAD WRESTLING
THEIS	KATHERINE	CLAYS MILL ELEMENTARY	ELEM BLDG ASSESSMENT COORD
THEIS	KATHERINE	CLAYS MILL ELEMENTARY	ELEM SBDM SECRETARY
VARBLE	JENNIFER	HENRY CLAY HIGH SCHOOL	HS ARCHERY COACH
VERDECCHIA	CARLOS	BRYAN STATION HIGH	HS VOLLEYBALL (ASST)
VIERA	JOHN	LEXINGTON TRAD MAGNET MIDDLE	MID SOCIAL STUDIES CONTENT LE
WALLEN	DANA	MEADOWTHORPE ELEMENTARY	ELEM EXTRACURRICULAR COORD
WALSH	MICHAEL	PAUL LAURENCE DUNBAR HIGH	HS ARCHERY COACH
WARE	SHANE	BRYAN STATION HIGH	HS E-SPORTS

WASHINGTON	KATHERINE	BOOKER T WASHINGTON ELEMENTARY	ELEM WEB MASTER-CLAS SAL
WASHINGTON	KATHERINE	BOOKER T WASHINGTON ELEMENTARY	ELEM TECHN COORD-CLAS SAL
WAYE	DERREK	WINBURN MIDDLE	MID HEAD BASKETBALL (BOYS)
WAYE	VANDERBILT	WINBURN MIDDLE	MID ASST BASKETBALL (BOYS)
WEBB	GAYLA	CLAYS MILL ELEMENTARY	ELEM TECHNOLOGY COORD
WELCH	TIFFANY	SOUTHERN MIDDLE	MID SOCIAL STUDIES CONTENT LE
WETZEL	HALEY	BEAUMONT MIDDLE SCHOOL	MID DANCE TEAM
WHITEHEAD	ZACHARY	TATES CREEK MIDDLE	MID SOCIAL STUDIES CONTENT LE
WITHROW	TERRESSA	GARRETT MORGAN ELEMENTARY	ELEM TRANSPORTATION CAPTAIN
WOODS	EMILY	EDYTHE J HAYES MIDDLE SCHOOL	MID DANCE TEAM
WOODS	EMILY	EDYTHE J HAYES MIDDLE SCHOOL	MID DISCR COACH (WINTER)
YATES	AMANDA	WILLIAM WELLS BROWN ELEMENTARY	ELEM STLP COORDINATOR
ZUNIGA VELASCO	EDGAR	PAUL LAURENCE DUNBAR HIGH	HS ASST SOCCER (BOYS)

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

Name	Location	Assignment
PARKER JACQUELINE	BRYAN STATION TRADL MIDDLE	MID MATH TEAM SPONSOR
RANSELL ANDREW	TATES CREEK MID	MID DISCR COACH (YEAR-LONG)
SEE LISA	COVENTRY OAK ELEMENTARY	ELEM TRANSPORTATION CAPTAIN
TRIBBLE MONICA	NORTHERN ELEMENTARY	ELEM TRANSPORTATION CAPTAIN
VALLE JOSE	COVENTRY OAK ELEMENTARY	ELEM WEB MASTER

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
ADAIR AMONI	SUB PARAEDUCATOR	10/15/2021
ADAMS MICHAEL	SUB PARAEDUCATOR	10/1/2021
ANDREWS MADELYN	SUB PARAEDUCATOR	10/11/2021
BENNETT CAROLINE	SUB PARAEDUCATOR	10/8/2021
BENNETT JOSEPH	SUB PARAEDUCATOR	10/8/2021
BINDER HOLDEN	SUB PARAEDUCATOR	10/8/2021
BLACK KATE	SUB PARAEDUCATOR	10/19/2021
BOCK HANNAH	SUB PARAEDUCATOR	9/30/2021
BOYLES REBECCA	SUB PARAEDUCATOR	10/7/2021
BURR MEGAN	SUB PARAEDUCATOR	10/8/2021
CLASSEN TEEA	SUB PARAEDUCATOR	10/5/2021
CLAY DESHANTE '	SUB PARAEDUCATOR	10/22/2021
COLLINS KAITLYN	SUB PARAEDUCATOR	10/1/2021
CONLEY HALEIGH	SUB PARAEDUCATOR	10/15/2021
CURRY AMANDA	SUB PARAEDUCATOR	10/14/2021
DAWSON VANEICA	SUB PARAEDUCATOR	10/22/2021
DECANDIA SKYE	SUB PARAEDUCATOR	10/15/2021
EVANS EMELI	SUB PARAEDUCATOR	10/22/2021
FRANCIS LILY	SUB PARAEDUCATOR	10/19/2021
GIVENS JARON	SUB PARAEDUCATOR	9/28/2021
GULLETT SAVANNAH	SUB PARAEDUCATOR	10/15/2021
HALE JENNIFER	SUB PARAEDUCATOR	10/8/2021
HINDS JESSICA	SUB PARAEDUCATOR	10/14/2021

HOSKINS	ALLYSON	SUB PARAEDUCATOR	10/6/2021
JOHNSON	ADRIAN	SUB PARAEDUCATOR	9/27/2021
JOHNSON	REBECCA	SUB PARAEDUCATOR	10/18/2021
JONES	JOAN	SUB PARAEDUCATOR	9/29/2021
JONES	JOAN	SUB PARAEDUCATOR	9/29/2021
JONES	MICHAEL	SUB PARAEDUCATOR	9/28/2021
JONES	TREVA	SUB PARAEDUCATOR	10/19/2021
KEENAN	JAMIE	SUB PARAEDUCATOR	9/24/2021
KLINE	SKYLAR	SUB PARAEDUCATOR	9/30/2021
LE	NANCY	SUB PARAEDUCATOR	10/19/2021
LEWIS	DANIEL	SUB PARAEDUCATOR	10/18/2021
LONG	JORDAN	SUB PARAEDUCATOR	10/22/2021
LOWE	MADELYNE	SUB PARAEDUCATOR	9/29/2021
MILES	EBONY	SUB PARAEDUCATOR	10/19/2021
MOLONEY	MICHAEL	SUB PARAEDUCATOR	10/19/2021
MOODY	LUKE	SUB PARAEDUCATOR	10/4/2021
MORALES	MIA	SUB PARAEDUCATOR	10/19/2021
MORELAND	AARON	SUB PARAEDUCATOR	10/21/2021
MUSTAFA	EMAN	SUB PARAEDUCATOR	10/22/2021
PARHAM	ABIGAYLE	SUB PARAEDUCATOR	10/19/2021
PARKS	TOCCARA	SUB SECRETARY	9/24/2021
PHELPS	KELLY	SUB PARAEDUCATOR	10/19/2021
PLEASANT	CAMERON	SUB PARAEDUCATOR	10/19/2021
REAVES	MICHAEL	SUB PARAEDUCATOR	10/4/2021
SANFORD	JERMAINE	SUB PARAEDUCATOR	9/27/2021
SAWAYA	SOPHIA	SUB PARAEDUCATOR	10/5/2021
SCOTT	ROBERT	SUB PARAEDUCATOR	10/18/2021
SHAW	KALEIGH	SUB PARAEDUCATOR	10/15/2021
SLUSHER	MELANIE	SUB PARAEDUCATOR	10/7/2021
STALKER	GABRIELLE	SUB PARAEDUCATOR	9/29/2021
STEVENS	LISA	SUB PARAEDUCATOR	10/22/2021
STEVENSON	COURTNEY	SUB PARAEDUCATOR	10/14/2021
SWEAT	CHRISTOFER	SUB PARAEDUCATOR	10/4/2021
THOMPSON JR	ROBERT	SUB PARAEDUCATOR	9/30/2021
TODD-LONG	TARRYN	SUB PARAEDUCATOR	10/18/2021
TRUE	LISA	SUB SECRETARY	9/27/2021
TURNER	GAIL	SUB PARAEDUCATOR	9/24/2021
TURLEY	CHARLOTTE	SUB PARAEDUCATOR	10/22/2021

ZEIGLER	ASHLEY	SUB PARAEDUCATOR	10/15/2021
MORTON	NAOMA	SUB FOOD SERVICE	10/22/2021
BENTLEY	TYANNE	SUB FOOD SERVICE	10/4/2021
CHANCAY	JACKIE	SUB FOOD SERVICE	10/4/2021
CLARK	JENNIFER	SUB FOOD SERVICE	10/4/2021
DATTA	ABU	SUB FOOD SERVICE	10/7/2021
DIXON	DAVISSA	SUB FOOD SERVICE	10/11/2021
EDWARDS	DARCELL	SUB FOOD SERVICE	10/11/2021
GARNER-SIMS	SARAH	SUB FOOD SERVICE	10/4/2021
GRANVILLE	GLENDA	SUB FOOD SERVICE	10/5/2021
GULLETT	ALISON	SUB FOOD SERVICE	10/7/2021
KAPHLE	PABITRA	SUB FOOD SERVICE	10/19/2022
MARTINEZ	TINA	SUB FOOD SERVICE	10/7/2021
MCDONALD	ABBIGAIL	SUB FOOD SERVICE	10/7/2021
MILLER	WHITNEY	SUB FOOD SERVICE	9/29/2021
OVERSTREET	ANGELA	SUB FOOD SERVICE	10/15/2021
PENDLETON	SARA	SUB FOOD SERVICE	10/4/2021
SHEPHERD	KESHA	SUB FOOD SERVICE	10/7/2021
SNELL	MARY	SUB FOOD SERVICE	10/7/2021
SWEATT	SOBONA	SUB FOOD SERVICE	10/7/2021
THOMAS	LUCY	SUB FOOD SERVICE	10/6/2021
WHITE	RUBY	SUB FOOD SERVICE	10/12/2021
WILSON	TERI	SUB FOOD SERVICE	10/11/2021

- 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
DUGLE KARLY	EMERGENCY SUBSTITUTE	10/15/2021
HARRIES RACHEL	EMERGENCY SUBSTITUTE	9/28/2021
MINIX ISAAC	EMERGENCY SUBSTITUTE	9/27/2021
PRYMEK MATTHEW	EMERGENCY SUBSTITUTE	10/15/2021
ZHU MICHELLE	EMERGENCY SUBSTITUTE	10/7/2021

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

Name	Assignment	Effective Date
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BARNES	BONNIE	RET SUBSTITUTE TEACHER	10/7/2021
FIELDS	DOTTIE	RET SUBSTITUTE TEACHER	10/14/2021
HUTTON	LINDA	RET SUBSTITUTE TEACHER	10/7/2021
JOHNSON	KAREN	RET SUBSTITUTE TEACHER	9/24/2021
JONES	SHERYL	RET SUBSTITUTE TEACHER	10/14/2021
LINDSEY	KEITH	RET SUBSTITUTE TEACHER	10/4/2021
MORRISON	KAREN	RET SUBSTITUTE TEACHER	10/14/2021
POTTER	DONNA	RET SUBSTITUTE TEACHER	10/6/2021
ROHLFING	FRANCES	RET SUBSTITUTE TEACHER	9/27/2021
SALMONS	DEBRA	RET SUBSTITUTE TEACHER	10/6/2021
SCARBORO	AMY	RET SUBSTITUTE TEACHER	10/15/2021
TOWNSEND	CAROL	RET SUBSTITUTE TEACHER	10/4/2021
TURNER	BRIAN	RET SUBSTITUTE TEACHER	10/22/2021
MITCHELL	ELLEN	SUBSTITUTE TEACHER	9/24/2021
OWENS	JULIE	SUBSTITUTE TEACHER	10/5/2021
ALI	FATIN	SUBSTITUTE TEACHER	10/19/2021
BURR	MEGAN	SUBSTITUTE TEACHER	10/8/2021
DORTON	NICOLE	SUBSTITUTE TEACHER	10/15/2021
DRAPER	LORI	SUBSTITUTE TEACHER	10/20/2021
JOHNSON	REBECCA	SUBSTITUTE TEACHER	10/19/2021
JOHNSON	RANDY	SUBSTITUTE TEACHER	10/14/2021
MORELAND	AARON	SUBSTITUTE TEACHER	10/21/2021
OFFUTT	DON	SUBSTITUTE TEACHER	10/19/2021
OWENS	JULIE	SUBSTITUTE TEACHER	10/5/2021
SPARKS	RYAN	SUBSTITUTE TEACHER	10/7/2021
WILLETT	HALEY	SUBSTITUTE TEACHER	10/22/2021
ZEIGLER	ASHLEY	SUBSTITUTE TEACHER	10/15/2021



FAYETTE COUNTY PUBLIC SCHOOLS

Executive Summary
Fayette County Public Schools Board Meeting
Agenda Item

MEETING: Regular

DATE: 11/29/2021

TOPIC: Position Control Document

PREPARED BY: Ann Sampson-Grimes

Recommended Action on: 11/29/2021
Informational Item

Superintendent Prior Approval: No

Recommendation/Motion: No motion necessary

Background/Rationale: Provided for informational purposes as requested by the Board.
Contains certified/classified positions with salaries at IAKSS

Policy: N/A

Fiscal Impact: N/A

Attachments(s): Position Control Document

Fayette County Public Schools
It's About Kids Support Services- Position Control Document

Position Control Number	MUNIS Job Description	FTE	Fund Source	Salary 2021-2022	Calendar	Creation Date
Office of the Superintendent						
1	SCHOOL DISTRICT SUPERINTENDENT	1	General Fund	304,396	229	6/28/2004
353	EXEC ASST TO SUPERINTENDENT	1	General Fund	78,152	256	7/1/2015
307	COMMUNICATIONS SPECIALIST	1	General Fund	111,825	245	6/28/2004
728	COMMUNICATIONS SPECIALIST	1	General Fund	60,884	245	9/1/2020
706	SPECIAL PROJECT INTERN		General Fund			7/1/2017
Grants, Research, Accountability & Data						
277	DIR OF DATA, RESEARCH AND ACCOUNTABILITY		General Fund			7/1/2015
739	ADMINISTRATIVE ASSISTANT III	1	General Fund	39,772	256	5/11/2021
318	DATA ENGINEER	1	General Fund	105,923	245	6/28/2004
740	DATA ENGINEER		General Fund			6/28/2004
320	DATA STRATEGIST	1	General Fund	94,052	245	7/1/2016
319	DATA STRATEGIST	1	General Fund	72,662	245	7/1/2016
342	GRANT WRITER	1	General Fund	106,502	245	6/23/2008
343	GRANT WRITER	1	General Fund	111,125	245	6/28/2004
Office of School Leadership						
29	INTERIM SR DIRECTOR OF SCHOOL LEADERSHIP	0.6	General Fund	103,847	245	7/1/2013
737	INTERIM DIRECTOR OF SCHOOL IMPROVEMENT	1	General Fund	105,622	245	7/1/2018
904	PRINCIPAL FOR SPECIAL PROJECTS	1	General Fund	137,672	245	7/1/2018
15	ATHLETIC DIRECTOR - CERTIFIED	1	General Fund	107,784	245	7/1/2007
23	CHIEF OF SCHOOLS	1	General Fund	130,080	245	7/1/2017
749	CHIEF OF SCHOOLS	1	General Fund	127,509	245	6/23/2021
22	CHIEF OF SCHOOLS	1	General Fund	114,235	218	7/1/2017
26	CHIEF OF SCHOOLS	1	General Fund	121,436	245	7/1/2017
24	CHIEF OF SCHOOLS	1	General Fund	126,742	245	7/1/2017
21	CHIEF OF SCHOOLS	1	General Fund	126,649	243	7/1/2017
25	CHIEF OF SCHOOLS		General Fund			7/1/2017
228	ADMINISTRATIVE ASSISTANT III	1	General Fund	57,201	256	6/28/2004
224	ADMINISTRATIVE ASSISTANT III	1	General Fund	53,084	256	6/28/2004
220	ADMINISTRATIVE ASSISTANT III	1	General Fund	37,959	229	6/28/2004
221	ADMINISTRATIVE ASSISTANT III	1	General Fund	54,702	256	6/28/2004
748	ADMINISTRATIVE ASSISTANT III	1	General Fund	46,653	256	6/21/2021
359	EBCE/SLC PROGRAM MANAGER	1	General Fund	61,947	189	6/28/2004
324	MANAGER OF STRATEGIC PARTNERS	1	General Fund	81,146	245	7/31/2006
725	PROGRAM MANAGER	1	General Fund	79,265	245	7/1/2020
750	SCHOOL LEADERSHIP SUPPT SPEC	1	General Fund	115,287	245	6/30/2021
27	SCHOOL LEADERSHIP SUPPT SPEC		General Fund			7/1/2017
905	SCHOOL PRINCIPAL-INTERIM	1	General Fund	118,742	245	5/20/2021
Grants Programming						
780	DIR OF GRANT PROGRAM-INTERIM	1	General Fund	100,591	235	6/28/2021
741	ADMINISTRATIVE ASSISTANT III	1	General Fund	38,999	214	6/9/2021
793	PROGRAM MANAGER-NEW/INNOV PROG		ESSER			9/16/2021
795	ADMINISTRATIVE ASSISTANT II		ESSER			9/23/2021
Academic Services						
20	SR DIR CURR INSTR & ASSMNT	1	General Fund	177,918	245	7/1/2016
351	ADMIN ASST-CHIEF OFFICERS	1	General Fund	66,826	256	1/26/2017
211	ADMINISTRATIVE ASSISTANT II	1	Preschool	44,831	256	6/28/2004
441	ADMINISTRATIVE ASSISTANT II	1	General Fund	35,328	256	7/1/2018
762	ADMINISTRATIVE ASSISTANT II	1	Title II/Title IV	39,585	212	7/12/2021
229	ADMINISTRATIVE ASSISTANT III	1	Title I	56,361	256	6/28/2004
223	ADMINISTRATIVE ASSISTANT III	1	General Fund	57,201	256	6/28/2004
222	ADMINISTRATIVE ASSISTANT III	1	General Fund	43,684	256	6/28/2004
759	ADMINISTRATIVE ASSISTANT II		General Fund			7/12/2021
581	ASSOC DIR-ASSESSMENT LITERACY	1	General Fund	115,018	245	7/1/2019
44	ASSOCIATE DIRECTOR EARLY START	1	Preschool	114,110	245	6/28/2004
30	ASSOCIATE DIRECTOR TITLE I	1	Title I	115,908	245	6/28/2004
593	CONTINUOUS IMPROVEMENT SPEC	1	TITLE IV	78,903	209	7/2/2019
594	CONTINUOUS IMPROVEMENT SPEC	1	TITLE IV	88,399	209	7/3/2019
592	CONTINUOUS IMPROVEMENT SPEC		TITLE IV			7/1/2019
17	DIR CURR INSTR & ASSESSMENT	1	General Fund	135,308	245	6/28/2004
732	DIR OF TEACHING AND LEARNING	1	General Fund	134,949	245	6/28/2004
19	DIR OF TEACHING AND LEARNING	1	General Fund	123,505	245	6/28/2004
742	DW CURR AND INSTR COACH	1	TITLE I/My Teaching Learning	88,314	199	6/15/2021
442	DW CURR AND INSTR COACH - ELEM IMMERSION FOCUS	1	General Fund	68,089	209	7/1/2018
459	DW EXCEPT CHILD RESOURCE INSTR	0.5	Preschool	40,706	209	6/28/2004
402	DW RESOURCE INSTRUCTOR	1	Preschool, IDEA	84,182	189	6/28/2004
403	DW RESOURCE INSTRUCTOR-11 MO	1	General Fund	104,324	219	6/28/2004
404	DW RESOURCE INSTRUCTOR-11 MO	1	General Fund	106,411	219	6/28/2004
405	DW RESOURCE INSTRUCTOR-11 MO	1	Reading Recovery, Title I	91,913	219	6/28/2004
571	DW RESOURCE INSTRUCTOR-11 MO	1	Title I	100,292	219	8/23/2004
408	DW RESOURCE INSTRUCTOR-11 MO	1	General Fund	74,264	204	6/28/2004
609	DW RESOURCE INSTRUCTOR-11 MO	1	Title I	82,678	219	7/1/2019

Fayette County Public Schools
It's About Kids Support Services- Position Control Document

Position Control Number	MUNIS Job Description	FTE	Fund Source	Salary 2021-2022	Calendar	Creation Date
409	DW RESOURCE INSTRUCTOR-11 MO	1	Title I	92,629	219	7/1/2013
427	DW RESOURCE INSTRUCTOR-11 MO	1	General Fund	94,229	219	7/1/2013
412	DW RESOURCE INSTRUCTOR-11 MO	1	Title I	74,187	219	6/28/2004
411	DW RESOURCE INSTRUCTOR-11 MO		Title I			6/28/2004
429	DW RESOURCE INSTRUCTOR-G/T	1	General Fund	83,918	219	7/1/2015
562	EARLY CHILD FAM/COMM DIST LIAS	1	Preschool	80,593	245	7/1/2015
567	INSTR SPEC FOR ENG LEARNERS	1	Title I - Migrant, Title III - LEP	101,262	219	8/23/2004
568	INSTR SPEC FOR ENG LEARNERS	1	Title III - LEP	58,635	204	8/22/2005
625	INSTR SPEC FOR ENG LEARNERS	1	Title III - LEP	82,678	219	6/28/2004
705	INSTR SPEC FOR ENG LEARNERS	1	Title III - LEP	68,967	219	8/22/2005
52	INSTRUCTIONAL INNOVATION SPEC	1	General Fund	106,411	219	7/1/2015
53	INSTRUCTIONAL INNOVATION SPEC	1	General Fund	106,324	219	8/27/2012
721	INSTRUCTIONAL INNOVATION SPEC	1	General Fund	89,913	219	7/1/2020
398	INSTRUCTIONAL INNOVATION SPEC	1	Title II, Striving Readers	87,866	219	7/1/2018
724	INSTRUCTIONAL INNOVATION SPEC	1	General Fund	81,456	219	7/1/2020
55	INSTRUCTIONAL INNOVATION SPEC	1	General Fund	97,544	219	6/28/2004
723	INSTRUCTIONAL INNOVATION SPEC	1	General Fund	77,578	219	7/2/2020
317	INTERPRET & TRANS SVS LIAISON	1	General Fund	91,486	245	7/1/2015
237	MIGRANT ADVOCATE/RECRUITER	1	Title I -Migrant	55,357	256	12/15/2013
239	MIGRANT ADVOCATE/RECRUITER	1	Title I -Migrant	53,002	256	6/28/2004
238	MIGRANT ADVOCATE/RECRUITER	1	Title I -Migrant	61,334	256	12/5/2013
56	MTSS COACH		General Fund			7/1/2016
420	PRESCHOOL ADMINISTRATOR	0.5	IDEA-Preschool	40,706	209	6/28/2004
328	PROGRAM MANAGER	1	General Fund	104,358	245	7/1/2017
77	PROGRAM SPECIALIST II	1	Preschool/IDEA	76,015	189	6/28/2004
78	PROGRAM SPECIALIST II	0.7	Preschool/IDEA	51,648	189	6/28/2004
76	PROGRAM SPECIALIST II	1	Preschool/IDEA	78,312	189	6/28/2004
390	SCHOOL BASED INSTR SPECIALIST	1	General Fund	106,411	219	7/1/2017
392	SCHOOL BASED INSTR SPECIALIST	1	General Fund	87,910	219	7/1/2017
41	SCHOOL BASED INSTR SPECIALIST	1	General Fund	88,453	219	7/1/2017
510	SCHOOL BASED INSTR SPECIALIST	1	General Fund	93,262	219	9/27/2018
511	SCHOOL BASED INSTR SPECIALIST	1	General Fund	109,541	219	9/27/2018
42	SCHOOL BASED INSTR SPECIALIST	1	General Fund	89,185	219	7/1/2017
391	SCHOOL BASED INSTR SPECIALIST	1	General Fund	82,678	219	7/1/2017
509	SCHOOL BASED INSTR SPECIALIST	1	General Fund	78,465	219	9/27/2018
506	SCHOOL BASED INSTR SPECIALIST	1	General Fund	90,918	219	9/27/2018
39	SCHOOL BASED INSTR SPECIALIST	1	General Fund	83,918	219	7/1/2017
637	SCHOOL BASED INSTR SPECIALIST	1	General Fund	86,431	219	7/1/2017
40	SCHOOL BASED INSTR SPECIALIST	1	General Fund	71,106	204	7/1/2017
507	SCHOOL BASED INSTR SPECIALIST	1	General Fund	67,758	219	9/27/2018
578	SCHOOL BASED INSTR SPECIALIST	1	General Fund	65,807	209	7/1/2017
389	SCHOOL BASED INSTR SPECIALIST	1	General Fund	75,302	219	7/1/2017
577	SCHOOL BASED INSTR SPECIALIST	1	General Fund	77,302	219	7/1/2017
508	SCHOOL BASED INSTRUCTIONAL SPECIALIST		General Fund			9/27/2018
425	TITLE I INSTRUCTOR	0.8	Title I	68,693	151	5/23/2005
448	WORLD LANGUAGE SPECIALIST	1	General Fund	120,396	245	7/1/2010
Special Education						
2	DIRECTOR OF EXCEPTIONAL CHILD	1	General Fund	137,048	245	6/28/2004
51	504 COORDINATOR	1	General Fund	111,610	245	7/1/2016
595	ADMINISTRATIVE ASSISTANT II	1	IDEA	40,051	256	6/28/2004
218	ADMINISTRATIVE ASSISTANT III	1	General Fund	57,201	256	6/28/2004
430	ASSOC DIR OF SPEC ED ASSMNT	1	General Fund	95,588	245	6/28/2004
75	AUDIOLOGIST	1	General Fund	61,389	189	6/28/2004
539	BOARD CERT BEHAVIOR ANALYST	1	General Fund - SAFE	100,012	209	10/26/2018
566	BOARD CERT BEHAVIOR ANALYST	1	General Fund - SAFE	81,195	209	10/26/2018
538	BOARD CERT BEHAVIOR ANALYST	1	General Fund - SAFE	84,904	209	10/26/2018
565	BOARD CERT BEHAVIOR ANALYST	1	General Fund - SAFE	88,782	209	10/26/2018
418	DW EXC CHILD RES SPEC-PSYCHOLO	1	IDEA	78,373	209	7/1/2011
415	DW EXCEPT CHILD RESOURCE INSTR	1	General Fund	96,638	209	6/28/2004
426	DW EXCEPT CHILD RESOURCE INSTR	1	General Fund	93,071	209	6/28/2004
417	DW EXCEPT CHILD RESOURCE INSTR	1	General Fund	90,358	209	6/28/2004
419	DW EXCEPT CHILD RESOURCE INSTR	1	General Fund	81,434	209	6/28/2004
421	DW EXCEPT CHILD RESOURCE INSTR	1	General Fund	78,903	209	6/28/2004
58	DW EXCEPT CHILD RESOURCE INSTR	1	IDEA	65,818	209	7/1/2012
422	DW EXCEPT CHILD RESOURCE INSTR	1	IDEA-Preschool	69,223	209	6/28/2004
423	DW EXCEPT CHILD RESOURCE INSTR	1	General Fund	80,086	209	6/28/2004
416	DW EXCEPT CHILD RESOURCE INSTR	1	General Fund	57,048	209	6/28/2004
424	DW EXCEPT CHILD RESOURCE INSTR	1	General Fund	88,399	209	6/28/2004
560	DW EXCEPT CHILD RESOURCE INSTR	1	IDEA	58,936	209	7/1/2012
561	DW EXCEPT CHILD RESOURCE INSTR	1	IDEA	58,936	209	7/1/2012
16	EXCEPTIONAL CHILD CONSULTANT	1	General Fund	69,756	209	6/28/2004
6	EXCEPTIONAL CHILD COORDINATOR	1	General Fund	125,587	245	6/28/2004
7	EXCEPTIONAL CHILD COORDINATOR	1	General Fund	110,750	245	7/12/2012
8	EXCEPTIONAL CHILD COORDINATOR	1	General Fund	112,253	245	6/28/2004

Fayette County Public Schools
It's About Kids Support Services- Position Control Document

Position Control Number	MUNIS Job Description	FTE	Fund Source	Salary 2021-2022	Calendar	Creation Date
305	EXCEPTIONAL CHILD NURSE	1	Medicaid	59,745	219	7/15/2015
157	IAKSS MICROCOMPUTER SPECIALIST	1	IDEA	60,662	256	7/1/2010
355	IAKSS OFFICE ASSISTANT II	1	General Fund	50,012	256	6/28/2004
138	IAKSS SYSTEMS ANALYST	1	General Fund	61,829	256	6/28/2004
902	PROGRAM DIRECTOR	1	General Fund	118,633	245	6/28/2004
311	SPECIAL ED PARENT LIAISON	0.7	IDEA	21,542	130	6/28/2004
312	SPECIAL ED PARENT LIAISON	1	IDEA	22,583	190	6/28/2004
57	SPEECH LANG RES SPECIALIST	1	General Fund	78,690	209	6/28/2004
234	STAFF SUPP ADMIN ASST I (12MO)	1	General Fund	50,565	256	6/28/2004
Office of Student Support Services						
47	DIRECTOR OF STUDENT SUPPORT	1	General Fund	128,527	245	6/28/2004
611	ADMINISTRATIVE ASSISTANT III	1	General Fund	43,898	234	6/28/2004
618	ADMINISTRATIVE ASSISTANT III	1	AMERICORP	39,368	234	9/19/2019
758	ASSOC DIR STUDD SUPP, MH, SEL	1	General Fund - SAFE	97,142	219	7/1/2015
386	DISTRICT PBIS COACH	1	SAFE Schools	88,518	209	7/1/2015
584	DISTRICT PBIS COACH	1	General Fund - SAFE	88,399	209	7/1/2019
569	DISTRICT PBIS COACH	1	TITLE IV	91,714	209	7/1/2019
48	DISTRICT PBIS COACH	1	SAFE Schools	64,664	209	7/1/2015
747	DISTRICT PBIS COACH	1	General Fund - SAFE	91,714	209	6/23/2021
383	DISTRICT PBIS COACH	1	TITLE IV	68,089	209	7/1/2018
583	DISTRICT PBIS COACH	1	General Fund - SAFE	88,399	209	7/1/2019
11	DW ESS COORDINATOR	1	ESS	91,701	245	11/24/2014
801	DW MENTAL HEALTH COORDINATOR		TITLE IV			
394	DW PBIS COACH/SAFE SCHOOLS	1	SAFE Schools	93,881	245	6/28/2004
525	DW SCM SPECIALIST	1	General Fund - SAFE	96,717	245	10/3/2018
31	HOMELESS EDUCATION LIAISON	1	General Fund	74,611	189	7/1/2016
735	PROGRAM MANAGER	1	Grant - Stop School Violence	81,771	245	1/13/2021
736	PROGRAM MANAGER-NEW/INNOV PROG	0.2	General Fund - SAFE	11,389	245	12/4/2020
796	PROGRAM MANAGER-NEW/INNOV PROG		GF - OFFICE OF THE COURTS			6/23/2021
797	PROGRAM MANAGER-NEW/INNOV PROG		SAFE Schools			9/23/2021
719	PROGRAM SPECIALIST III	1	ESS	81,146	245	9/19/2019
232	STAFF SUPP ADMIN ASST I (12MO)	1	General Fund	45,588	256	6/28/2004
Pupil Personnel						
3	DIRECTOR OF PUPIL PERSONNEL	1	General Fund	114,411	245	6/28/2004
227	ADMINISTRATIVE ASSISTANT III	1	General Fund	57,201	256	6/28/2004
432	ASST TO DIR OF PUPIL PERS-12MO	1	General Fund	108,249	245	7/1/2014
32	ASST TO DIR OF PUPIL PERSONNEL	1	General Fund	94,018	219	7/2/2016
34	ASST TO DIR OF PUPIL PERSONNEL	1	General Fund	83,918	219	6/28/2004
33	ASST TO DIR OF PUPIL PERSONNEL	1	General Fund	96,989	219	6/28/2004
350	OUT-OF-AREA ATTENDANCE SPEC	1	General Fund	42,660	256	6/28/2004
790	PROGRAM MANAGER		General Fund			9/2/2021
Office of Equity Officer (SBDM & Minority Recruitment)						
323	EQUITY OFFICER	1	General Fund	113,441	245	8/23/2004
43	CRT COACH	1	General Fund	93,881	245	7/1/2017
310	DW STDT/FAM TRANS SUP&DRPT PRV	1	General Fund	81,661	245	7/1/2012
309	DW STDT/FAM TRANS SUP&DRPT PRV	1	General Fund	71,700	245	7/1/2017
558	ASSOC DIR-MIN RECRUIT&RETENT	1	General Fund	105,279	245	10/27/2014
707	DW FAMILY/COMMUNITY LIAISON	1	General Fund	80,453	245	7/1/2020
497	ADMIN ASST-CHIEF OFFICERS		General Fund			6/28/2004
315	FAMILY/COMMUNITY LIAISON		General Fund			7/1/2012
344	FAMILY/COMMUNITY COORDINATOR		General Fund			7/31/2006
General Counsel						
330	GENERAL COUNSEL	1	General Fund	165,766	245	7/1/2012
217	LEGAL ADMINISTRATIVE ASST	1	General Fund	47,247	256	7/1/2012
302	COMPLIANCE OFFICER	1	General Fund	60,065	218	7/1/2015
782	COMPLIANCE OFFICER	1	General Fund	48,228	218	7/12/2021
Law Enforcement						
322	CHIEF OF LAW ENFORCEMENT	1	General Fund	86,425	245	6/28/2004
612	ADMINISTRATIVE ASSISTANT III	1	General Fund	43,498	220	6/28/2004
245	DISPATCHER	1	General Fund	50,033	256	6/28/2004
246	DISPATCHER		General Fund			6/28/2004
326	LAW ENFORCEMENT LIEUTENANT	1	General Fund	91,241	245	7/1/2017
327	LAW ENFORCEMENT LIEUTENANT	1	General Fund	83,847	245	7/1/2012
387	LAW ENFORCEMENT LIEUTENANT	1	General Fund	79,271	245	7/1/2017
219	LAW ENFORCEMENT ADMIN ASST III	1	General Fund	34,033	184	6/28/2004
791	DISPATCHER		General Fund - SAFE			8/31/2021
365	WEEKEND DISPATCHER	1	General Fund	11,771	88	6/28/2004
364	WEEKEND DISPATCHER	1	General Fund	20,740	105	6/28/2004
363	WEEKEND DISPATCHER	1	General Fund	22,184	105	6/28/2004
Office of Administrative Services						
278	CHIEF FINANCIAL OFFICER	1	General Fund	133,896	245	7/1/2015
304	MANAGER ECONOMIC DEVELOPMENT		General Fund			7/1/2010

Fayette County Public Schools
It's About Kids Support Services- Position Control Document

Position Control Number	MUNIS Job Description	FTE	Fund Source	Salary 2021-2022	Calendar	Creation Date
Munis Support						
341	MANAGER - FINANCIAL SYSTEMS		General Fund			6/28/2004
348	MIS USER SUPPORT ANALYST	1	General Fund	105,547	245	9/22/2008
349	MIS USER SUPPORT ANALYST	1	General Fund	102,816	245	7/1/2015
586	MIS USER SUPPORT ANALYST	1	General Fund	96,890	245	6/28/2004
347	MIS USER SUPPORT ANALYST	1	General Fund	78,492	245	6/28/2004
Budget and Financial Planning						
332	DIRECTOR - BUDGET AND STAFFING	1	General Fund	99,439	245	6/28/2004
67	BUDGET ANALYST I	1	General Fund	61,809	256	7/1/2017
68	BUDGET ANALYST III	1	General Fund	78,152	256	6/28/2004
296	STAFFING AND BUDGET SPECIALIST	1	General Fund	97,644	245	7/1/2010
295	STAFFING AND BUDGET SPECIALIST	1	General Fund	97,461	245	7/1/2015
800	STAFFING AND BUDGET SPECIALIST		General Fund			10/21/2021
Financial Accounting and Benefits Services						
300	DIRECTOR - FINANCIAL SERVICES	1	General Fund	125,568	245	6/28/2004
64	ACCOUNT SPECIALIST	1	General Fund	46,141	256	6/28/2004
283	ACCOUNT SPECIALIST	1	General Fund	26,337	194	6/28/2004
282	ACCTS PAYABLE SPECIALIST	1	General Fund	54,907	256	6/28/2004
339	ASSOC DIR - TAX COLLECTION	1	General Fund	101,201	245	6/28/2004
338	ASSOCIATE DIRECTOR - FINANCE	1	General Fund	106,420	245	6/28/2004
337	ASSOCIATE DIRECTOR - FINANCE	1	General Fund	109,359	245	6/28/2004
576	CONSTRUCTION ACCOUNTING MAN	1	General Fund	51,139	256	7/1/2019
297	FINANCE ANALYST	1	General Fund	54,641	256	6/28/2004
299	FINANCE ANALYST	1	General Fund	50,463	256	6/28/2004
574	FINANCE ANALYST	1	General Fund	60,887	256	5/23/2019
298	FINANCE ANALYST	1	General Fund	56,259	256	6/28/2004
280	FINANCIAL SVCS BOOKKEEPER	1	General Fund	46,653	256	6/28/2004
291	GRANT ACCOUNTANT	1	General Fund	97,289	245	6/28/2004
294	GRANTS PROGRAM COMPLIANCE	1	General Fund	95,644	245	6/23/2008
72	INSURANCE SPECIALIST	1	General Fund	52,490	256	6/28/2004
573	INSURANCE SPECIALIST	1	General Fund	54,907	256	5/23/2019
192	INSURANCE SPECIALIST	1	General Fund	35,328	256	6/28/2004
194	INSURANCE SPECIALIST	1	General Fund	49,172	256	7/1/2017
193	INSURANCE SPECIALIST	1	General Fund	40,223	256	6/28/2004
301	LEAD PAYROLL SPECIALIST	1	General Fund	51,261	256	6/28/2004
279	LEAD PAYROLL SPECIALIST	1	General Fund	56,259	256	9/1/2013
235	MAIL SPECIALIST	1	General Fund	49,172	256	9/1/2013
63	PAYROLL ACCOUNTING MANAGER	1	General Fund	93,486	245	6/23/2008
69	PAYROLL SPECIALIST	1	General Fund	35,181	239	6/28/2004
575	PAYROLL SPECIALIST	1	General Fund	42,660	256	7/1/2017
71	PAYROLL SPECIALIST	1	General Fund	41,472	256	6/28/2004
70	PAYROLL SPECIALIST	1	General Fund	44,014	239	6/28/2004
587	PROG MANAGER-AFTER SCHOOL PROG	1	After School Care	82,886	245	6/28/2004
434	SCHOOL BUSINESS OFFICE TRAINER	1	General Fund	63,898	256	7/1/2009
292	STDY ACT FUNDS BUDGET ANALYST	1	General Fund	62,352	256	6/28/2004
284	TAX AUDITING SPECIALIST	1	General Fund	38,851	256	7/1/2011
286	TAX PROCESSING SPECIALIST	1	General Fund	51,732	256	6/28/2004
287	TAX PROCESSING SPECIALIST	1	General Fund	44,831	256	7/1/2009
285	TAX PROCESSING SPECIALIST	1	General Fund	39,404	256	6/28/2004
281	TAX PROCESSING SUPERVISOR	1	General Fund	69,591	256	6/28/2004
Human Resources						
4	DIR OF DISTRICT PERSONNEL-HR	1	General Fund	134,310	245	6/28/2004
199	ADMINISTRATIVE ASSISTANT II	1	General Fund	53,289	256	6/28/2004
201	ADMINISTRATIVE ASSISTANT II	1	General Fund	54,907	256	6/28/2004
213	ADMINISTRATIVE ASSISTANT II	1	General Fund	52,490	256	6/28/2004
208	ADMINISTRATIVE ASSISTANT II	1	General Fund	51,732	256	6/28/2004
209	ADMINISTRATIVE ASSISTANT II	1	General Fund	41,472	256	7/1/2011
216	ADMINISTRATIVE ASSISTANT II	1	General Fund	46,141	256	6/28/2004
212	ADMINISTRATIVE ASSISTANT II	1	General Fund	51,732	256	6/28/2004
203	ADMINISTRATIVE ASSISTANT II	1	General Fund	44,155	256	6/28/2004
760	ADMINISTRATIVE ASSISTANT II	1	General Fund	30,631	229	7/12/2021
206	ADMINISTRATIVE ASSISTANT II	1	General Fund	27,595	194	6/28/2004
207	ADMINISTRATIVE ASSISTANT II	1	General Fund	34,252	218	6/28/2004
761	ADMINISTRATIVE ASSISTANT II		General Fund			7/12/2021
225	ADMINISTRATIVE ASSISTANT III	1	General Fund	43,684	256	1/1/2010
45	ASSC DIR HR TCH LEAD EFFCTVNSS	1	General Fund	123,884	245	6/28/2004
46	ASSC DIR HR TCH LEAD EFFCTVNSS	1	General Fund	109,680	245	6/28/2004
333	ASSOC DIR - HUMAN RESOURCES	1	General Fund	105,096	245	6/28/2004
763	DATA ENGINEER	1	General Fund	46,711	218	7/12/2021
196	PERSONNEL ASSISTANT	1	General Fund	59,126	256	1/1/2010
195	PERSONNEL ASSISTANT	1	General Fund	60,887	256	6/28/2004
290	PROF DEV ACCOUNT SPECIALIST	1	General Fund	55,389	256	6/28/2004
752	RECRUIT & RETENTION SPEC	1	General Fund	75,706	234	4/26/2021

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Senior Director of Operations						
346	CHIEF OPERATING OFFICER	1	General Fund	154,739	245	7/1/2005
449	IAKSS CUSTODIAN	0.5	General Fund	18,979	247	1/12/2017
454	IAKSS CUSTODIAL SUPERVISOR	1	General Fund	51,282	256	6/28/2004
352	ADMIN ASST-CHIEF OFFICERS	1	General Fund	67,370	256	7/1/2005
236	IAKSS RECEPTIONIST	1	General Fund	50,012	256	6/28/2004
455	IAKSS LEAD CUSTODIAL SERV WRKR	1	General Fund	46,674	256	6/28/2004
313	IAKSS BUILDING MANAGER	1	General Fund	100,360	245	11/21/2005
450	IAKSS CUSTODIAN	1	General Fund	32,502	256	6/28/2004
730	IAKSS CUSTODIAN	1	General Fund	29,962	256	9/14/2020
451	IAKSS CUSTODIAN	1	General Fund	34,099	256	6/28/2004
453	IAKSS CUSTODIAN	1	General Fund	37,417	256	6/28/2004
794	IAKSS LEAD CUSTODIAL SERV WRKR	1	General Fund	28,204	184	8/15/2021
702	IAKSS OFFICE ASSISTANT II	1	General Fund	7,408	61	7/1/2015
452	CUSTODIAN	1	General Fund	38,789	256	6/28/2004
Technology						
331	DIRECTOR - TECHNOLOGY	1	General Fund	123,059	245	6/28/2004
397	ADMINISTRATIVE ASSISTANT II	1	General Fund	55,374	256	7/1/2016
226	ADMINISTRATIVE ASSISTANT III	1	General Fund	54,702	256	6/28/2004
524	ASSOC DIRECTOR TECH SUPPORT	1	General Fund	95,635	245	10/9/2018
306	COMMUNICATIONS SPECIALIST	1	General Fund	111,307	245	7/1/2009
141	COMPUTER PROGRAMMER	1	General Fund	68,956	256	6/28/2004
143	DATABASE ADMINISTRATOR	1	General Fund	83,190	256	6/28/2004
9	DISTRICT TECH COORDINATOR	1	General Fund	114,273	245	6/28/2004
490	DW DIGITAL LEARNING COACH	1	General Fund	95,210	209	6/28/2004
489	DW DIGITAL LEARNING COACH	1	General Fund	80,086	209	6/28/2004
488	DW DIGITAL LEARNING COACH	1	General Fund	69,223	209	6/28/2004
729	DW DIGITAL LEARNING COACH	1	General Fund	69,223	209	6/28/2004
491	DW DIGITAL LEARNING COACH	1	General Fund	78,903	209	6/28/2004
487	DW DIGITAL LEARNING COACH	1	General Fund	98,088	209	6/28/2004
769	DW DIGITAL LEARNING COACH	1	General Fund	52,342	199	10/19/2020
393	DW STEM LEARNING COACH	1	TITLE IV	70,800	209	7/23/2018
522	DW STEM LEARNING COACH	1	TITLE IV	71,959	209	7/23/2018
493	IAKSS LAN TECHNICIAN	1	General Fund	91,587	256	6/28/2004
495	IAKSS LAN TECHNICIAN	1	General Fund	76,882	256	6/28/2004
496	IAKSS LAN TECHNICIAN	1	General Fund	78,479	256	6/28/2004
494	IAKSS LAN TECHNICIAN	1	General Fund	64,614	256	6/28/2004
147	IAKSS MICROCOMPUTER SPECIALIST	1	General Fund	71,086	256	6/28/2004
156	IAKSS MICROCOMPUTER SPECIALIST	1	General Fund	78,152	256	6/28/2004
158	IAKSS MICROCOMPUTER SPECIALIST	1	General Fund	78,152	256	6/28/2004
154	IAKSS MICROCOMPUTER SPECIALIST	1	General Fund	65,679	256	6/28/2004
144	IAKSS MICROCOMPUTER SPECIALIST	1	General Fund	58,040	256	5/19/2008
139	IAKSS MICROCOMPUTER SPECIALIST	1	General Fund	37,937	199	6/28/2004
523	IAKSS SYSTEMS ANALYST	1	TITLE IV	71,086	256	7/1/2018
140	IAKSS SYSTEMS ANALYST	1	General Fund	49,541	256	6/28/2004
634	LAN TECHNICIAN	1	General Fund	91,587	256	6/28/2004
629	LAN TECHNICIAN	1	General Fund	88,883	256	6/28/2004
633	LAN TECHNICIAN	1	General Fund	87,593	256	6/28/2004
632	LAN TECHNICIAN	1	General Fund	82,043	256	6/28/2004
630	LAN TECHNICIAN	1	General Fund	82,043	256	6/28/2004
631	LAN TECHNICIAN	1	General Fund	76,882	256	6/28/2004
731	LEAD SIS SUPPORT TECH	1	TITLE IV	94,052	245	10/19/2020
137	LEAD SIS SUPPORT TECH	1	General Fund	94,007	245	6/28/2004
354	LEAD WEB APPLICATION DEVELOPER	1	General Fund	97,464	256	6/28/2004
135	SUPV - SYSTEMS INTEGRATION	1	General Fund	104,122	245	6/28/2004
559	SYSTEMS ANALYST	1	General Fund	77,005	256	6/28/2004
Media Services						
79	MEDIA TECHNICIAN	1	General Fund	47,370	256	6/28/2004
81	MEDIA TECHNICIAN	1	General Fund	52,101	256	6/28/2004
80	MEDIA TECHNICIAN	1	General Fund	46,674	256	6/28/2004
82	MEDIA TECHNICIAN	1	General Fund	47,370	256	6/28/2004
233	MEDIA TECHNICIAN	1	General Fund	37,356	256	6/28/2004
635	MEDIA TECHNICIAN		General Fund			6/28/2004
Educational Television						
83	MEDIA PRODUCER	1	General Fund	90,136	245	6/28/2004
321	EDUCATION TV TECHNICIAN	1	General Fund	72,499	256	6/28/2004
431	EDUCATION TV TECHNICIAN	1	General Fund	45,237	219	11/15/2016
Office of Facilities Operations Support						
314	DIRECTOR FACILITY DESIGN/CONST	1	General Fund	100,266	245	6/28/2004
136	MAINTENANCE PROJECT COORD	1	General Fund	103,903	245	6/28/2004
288	CONSTRUCTION BUDGET ANALYST	1	General Fund	67,370	256	6/28/2004
384	STAFF ARCHITECT		General Fund			7/1/2005

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798	ARCHETECTURE PROJECT MANAGER		General Fund			7/12/2021
Transportation						
335	DIRECTOR - TRANSPORTATION	1	General Fund	104,098	245	6/28/2004
204	ADMINISTRATIVE ASSISTANT III	1	General Fund	54,702	256	6/28/2004
360	ASSOC DIRECTOR TRANSPORTATION	1	General Fund	70,434	245	7/1/2007
260	AUTO BODY WORKER II	1	General Fund	47,247	256	6/28/2004
378	BUS DRIVER	277	General Fund			6/28/2004
379	BUS MONITOR	218	General Fund			6/28/2004
503	CUSTODIAN	0.5	General Fund	18,298	128	6/28/2004
504	CUSTODIAN	0.5	General Fund	14,198	251	10/1/2009
505	CUSTODIAN	0.2	General Fund			6/28/2004
356	IAKSS OFFICE ASSISTANT II	1	General Fund	44,851	256	6/28/2004
435	LEAD BUS DRIVER TRAINER	1	General Fund	53,268	256	6/28/2004
375	LEAD BUS DRIVER TRAINER	1	General Fund	56,873	256	6/28/2004
373	LEAD BUS DRIVER TRAINER	1	General Fund	51,651	256	6/28/2004
369	LEAD BUS DRIVER TRAINER	1	General Fund	47,780	256	6/28/2004
372	LEAD BUS DRIVER TRAINER	1	General Fund	54,129	256	6/28/2004
371	LEAD BUS DRIVER TRAINER	1	General Fund	64,389	256	6/28/2004
374	LEAD BUS DRIVER TRAINER	1	General Fund	47,124	256	6/28/2004
370	LEAD BUS DRIVER TRAINER		General Fund			6/28/2004
443	MANAGER OF VEHICLE MAINTENANCE		General Fund			6/28/2004
362	SAFETY TRAINING SUPERVISOR	1	General Fund	47,780	256	6/28/2004
787	TRANS DATA ASST W CDL	1	General Fund	53,268	256	6/28/2004
788	TRANS DATA ASST W CDL	1	General Fund	46,100	256	6/28/2004
792	TRANS DATA ASST W CDL	1	General Fund	33,800	206	6/28/2004
66	TRANSP ACCOUNTS PAYABLE CLERK	1	General Fund	37,847	256	6/28/2004
361	TRANSP ROUTING SPECIALIST	1	General Fund	75,489	245	4/29/2013
366	TRANSPORTATION DISPATCHER	1	General Fund	50,811	220	6/28/2004
367	TRANSPORTATION DISPATCHER	1	General Fund	47,661	220	6/28/2004
413	TRANSPORTATION DISPATCHER	1	General Fund	42,082	220	6/28/2004
368	TRANSPORTATION DISPATCHER	1	General Fund	40,638	220	6/28/2004
240	TRANSPORTATION MANAGER	1	General Fund	72,294	256	6/28/2004
262	TRANSPORTATION RECORDS CLERK	1	General Fund	45,486	256	6/28/2004
789	VEH OPER CNTRL ANALYS W CDL	1	General Fund	53,268	256	6/28/2004
249	VEHICLE MAINTENANCE ASSISTANT	1	General Fund	39,772	256	6/28/2004
250	VEHICLE MAINTENANCE ASSISTANT	1	General Fund	40,366	256	6/28/2004
248	VEHICLE MAINTENANCE ASSISTANT		General Fund			6/28/2004
251	VEHICLE MAINTENANCE ASSISTANT		General Fund			6/28/2004
400	VEHICLE MAINTENANCE SUPERVISOR	1	General Fund	71,229	256	6/28/2004
247	VEHICLE MAINTENANCE SUPERVISOR	1	General Fund	72,294	256	6/28/2004
257	VEHICLE MECHANIC I	1	General Fund	48,968	256	6/28/2004
258	VEHICLE MECHANIC I	1	General Fund	59,126	256	6/28/2004
259	VEHICLE MECHANIC I	1	General Fund	44,360	256	6/28/2004
256	VEHICLE MECHANIC I	1	General Fund	43,028	256	6/28/2004
401	VEHICLE MECHANIC I		General Fund			6/28/2004
255	VEHICLE MECHANIC II	1	General Fund	57,324	256	6/28/2004
437	VEHICLE MECHANIC II	1	General Fund	63,898	256	6/28/2004
436	VEHICLE MECHANIC II	1	General Fund	54,600	256	6/28/2004
252	VEHICLE MECHANIC II	1	General Fund	50,381	256	6/28/2004
253	VEHICLE MECHANIC II	1	General Fund	53,002	256	6/28/2004
261	VEHICLE UPHOLSTERY/GLASS WORKR	1	General Fund	37,683	256	6/28/2004
Warehouse						
325	DIRECTOR OF LOGISTICAL SVCS	1	General Fund	101,149	245	6/28/2004
275	WAREHOUSE WORKER II	1	General Fund	44,503	256	6/28/2004
264	WAREHOUSE SUPERVISOR	1	General Fund	70,212	256	6/28/2004
274	WAREHOUSE WORKER II	1	General Fund	41,062	256	6/28/2004
265	WAREHOUSE SUPERVISOR	1	General Fund	62,362	256	6/28/2004
267	WAREHOUSE WORKER II	1	General Fund	49,828	256	6/28/2004
197	PURCHASING TECHNICIAN	1	General Fund	60,559	256	6/28/2004
269	WAREHOUSE WORKER II	1	General Fund	45,957	256	6/28/2004
268	WAREHOUSE WORKER II	1	General Fund	41,820	256	6/28/2004
271	WAREHOUSE WORKER II	1	General Fund	40,407	256	6/28/2004
270	WAREHOUSE WORKER II	1	General Fund	40,407	256	6/28/2004
272	WAREHOUSE WORKER II	1	General Fund	41,062	256	6/28/2004
273	WAREHOUSE WORKER II	1	General Fund	41,062	256	6/28/2004
215	ADMINISTRATIVE ASSISTANT II	1	General Fund	50,954	256	7/1/2018
276	WAREHOUSE WORKER II	1	General Fund	35,000	256	6/28/2004
266	WAREHOUSE WORKER II	1	General Fund	48,497	256	6/28/2004
Print Shop						
59	PRINTING SUPERVISOR	1	General Fund	81,244	256	6/28/2004
60	PRINTING ASSISTANT	1	General Fund	55,374	256	6/28/2004
308	COMMUNICATIONS SPECIALIST	1	General Fund	95,644	245	6/28/2004
61	PRINTING ASSISTANT	1	General Fund	49,172	256	6/28/2004

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62	PRINTING ASSISTANT	1	General Fund	38,339	256	7/1/2009
Maintenance						
438	DIRECTOR - MAINTENANCE	1	General Fund	98,428	245	6/28/2004
205	ADMINISTRATIVE ASSISTANT II	1	General Fund	54,907	256	6/28/2004
84	DRAFTING SPECIALIST	1	General Fund	64,389	256	6/28/2004
91	ENERGY SYS OPERATOR/DISPATCHER	1	General Fund	59,126	256	6/28/2004
87	HVAC TECHNICIAN	1	General Fund	58,552	256	6/28/2004
88	HVAC TECHNICIAN	1	General Fund	55,173	256	6/28/2004
90	HVAC TECHNICIAN	1	General Fund	46,100	256	6/28/2004
89	HVAC TECHNICIAN	1	General Fund	45,486	256	6/28/2004
85	HVAC TECHNICIAN		General Fund			6/28/2004
86	HVAC TECHNICIAN		General Fund			6/28/2004
439	HVAC TECHNICIAN		General Fund			6/28/2004
94	LEAD MAINTENANCE TECHNICIAN	1	General Fund	64,389	256	6/28/2004
95	LEAD MAINTENANCE TECHNICIAN	1	General Fund	62,484	256	6/28/2004
96	LEAD MAINTENANCE TECHNICIAN	1	General Fund	64,389	256	6/28/2004
399	LEAD MAINTENANCE TECHNICIAN	1	General Fund	63,427	256	6/28/2004
97	LEAD MAINTENANCE TECHNICIAN	1	General Fund	50,913	256	6/28/2004
98	LEAD MAINTENANCE TECHNICIAN	1	General Fund	64,389	256	6/28/2004
440	LEAD MAINTENANCE TECHNICIAN		General Fund			6/28/2004
376	MAINT WAREHOUSE WORKER	1	General Fund	43,520	256	6/28/2004
92	MAINTENANCE SUPERVISOR		General Fund			6/28/2004
444	MAINTENANCE SUPERVISOR		General Fund			6/28/2004
132	MAINTENANCE TECHNICIAN II	1	General Fund	54,907	256	6/28/2004
133	MAINTENANCE TECHNICIAN II	1	General Fund	54,907	256	6/28/2004
131	MAINTENANCE TECHNICIAN II	1	General Fund	53,289	256	6/28/2004
130	MAINTENANCE TECHNICIAN II	1	General Fund	50,954	256	6/28/2004
129	MAINTENANCE TECHNICIAN II	1	General Fund	54,907	256	6/28/2004
447	MAINTENANCE TECHNICIAN II	1	General Fund	51,732	256	6/28/2004
125	MAINTENANCE TECHNICIAN II	1	General Fund	51,732	256	6/28/2004
127	MAINTENANCE TECHNICIAN II	1	General Fund	50,954	256	6/28/2004
126	MAINTENANCE TECHNICIAN II	1	General Fund	41,472	256	6/28/2004
124	MAINTENANCE TECHNICIAN II	1	General Fund	42,660	256	6/28/2004
445	MAINTENANCE TECHNICIAN II	1	General Fund	39,404	256	6/28/2004
128	MAINTENANCE TECHNICIAN II	1	General Fund	41,472	256	6/28/2004
446	MAINTENANCE TECHNICIAN II	1	General Fund - SAFE	44,831	256	6/28/2004
123	MAINTENANCE TECHNICIAN II	1	General Fund	37,130	256	6/28/2004
101	MAINTENANCE TECHNICIAN IV	1	General Fund	59,433	256	6/28/2004
102	MAINTENANCE TECHNICIAN IV	1	General Fund	59,433	256	6/28/2004
100	MAINTENANCE TECHNICIAN IV	1	General Fund	52,552	256	6/28/2004
99	MAINTENANCE TECHNICIAN IV	1	General Fund	59,433	256	6/28/2004
105	MAINTENANCE TECHNICIAN IV	1	General Fund	54,129	256	6/28/2004
104	MAINTENANCE TECHNICIAN IV	1	General Fund	47,780	256	6/28/2004
134	MAINTENANCE TECHNICIAN II		General Fund			6/28/2004
107	MAINTENANCE TECHNICIAN III	1	General Fund	56,361	256	6/28/2004
106	MAINTENANCE TECHNICIAN III	1	General Fund	57,201	256	6/28/2004
111	MAINTENANCE TECHNICIAN III	1	General Fund	57,201	256	6/28/2004
115	MAINTENANCE TECHNICIAN III	1	General Fund	45,261	256	6/28/2004
113	MAINTENANCE TECHNICIAN III	1	General Fund	45,937	256	6/28/2004
120	MAINTENANCE TECHNICIAN III	1	General Fund	57,201	256	6/28/2004
117	MAINTENANCE TECHNICIAN III	1	General Fund	45,937	256	6/28/2004
118	MAINTENANCE TECHNICIAN III	1	General Fund	56,361	256	6/28/2004
121	MAINTENANCE TECHNICIAN III	1	General Fund	46,653	256	6/28/2004
122	MAINTENANCE TECHNICIAN III	1	General Fund	47,350	256	6/28/2004
108	MAINTENANCE TECHNICIAN III		General Fund			6/28/2004
110	MAINTENANCE TECHNICIAN III		General Fund			6/28/2004
112	MAINTENANCE TECHNICIAN III		General Fund			6/28/2004
114	MAINTENANCE TECHNICIAN III		General Fund			6/28/2004
116	MAINTENANCE TECHNICIAN III		General Fund			6/28/2004
458	MAINTENANCE TECHNICIAN III		General Fund			6/28/2004
103	MAINTENANCE TECHNICIAN IV		General Fund			6/28/2004
456	MAINTENANCE TECHNICIAN IV		General Fund			6/28/2004
457	MAINTENANCE TECHNICIAN IV		General Fund			6/28/2004
329	WORK CONTROL COORDINATOR	1	General Fund	54,907	256	6/28/2004
Operations						
385	DIRECTOR - PLANT OPERATIONS	1	General Fund	115,085	245	6/28/2004
210	ADMINISTRATIVE ASSISTANT II	1	General Fund	54,907	256	6/28/2004
460	CUSTODIAL EQUIPMENT MECHANIC	1	General Fund	42,660	256	6/28/2004
164	CUSTODIAL SERVICES TRAINER	1	General Fund	66,826	256	6/28/2004
165	CUSTODIAL SERVICES TRAINER	1	General Fund	53,760	256	6/28/2004
461	GROUND'S EQUIPMENT MECHANIC	1	General Fund	54,907	256	6/28/2004
166	GROUND'S SUPERVISOR	1	General Fund	66,826	256	6/28/2004
179	GROUND'S WORKER I	1	General Fund	34,651	234	6/28/2004
182	GROUND'S WORKER I	1	General Fund	29,353	224	9/26/2005
181	GROUND'S WORKER I	1	General Fund	37,908	256	6/28/2004
180	GROUND'S WORKER I	1	General Fund	33,014	256	6/28/2004
178	GROUND'S WORKER II	1	General Fund	52,879	256	6/28/2004
177	GROUND'S WORKER II	1	General Fund	50,565	256	6/28/2004
175	GROUND'S WORKER II	1	General Fund	40,407	256	6/28/2004

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172	GROUNDS WORKER II	1	General Fund	37,868	256	6/28/2004
462	GROUNDS WORKER II	1	General Fund	42,537	256	6/28/2004
174	GROUNDS WORKER II	1	General Fund	36,270	256	6/28/2004
176	GROUNDS WORKER II	1	General Fund	37,356	256	6/28/2004
173	GROUNDS WORKER II	1	General Fund	41,820	256	6/28/2004
484	IAKSS LEAD CUSTODIAL SERV WRKR	1	General Fund	43,110	256	1/18/2013
483	IAKSS LEAD CUSTODIAL SERV WRKR	1	General Fund	33,815	224	6/28/2004
167	LEAD GROUNDS EQUIPMENT MECHANIC	1	General Fund	59,433	256	6/28/2004
168	LEAD GROUNDS WORKER	1	General Fund	48,988	256	6/28/2004
170	LEAD GROUNDS WORKER	1	General Fund	46,653	256	6/28/2004
171	LEAD GROUNDS WORKER	1	General Fund	43,684	256	6/28/2004
169	LEAD GROUNDS WORKER	1	General Fund	41,779	256	6/28/2004
186	LEAD UTILITY WORKER	1	General Fund	54,702	256	6/28/2004
185	LEAD UTILITY WORKER	1	General Fund	57,201	256	6/28/2004
184	LEAD UTILITY WORKER	1	General Fund	36,550	191	6/28/2004
187	LEAD UTILITY WORKER	1	General Fund	45,937	256	6/28/2004
183	UTILITY SERVICES SUPERVISOR	1	General Fund	62,956	256	6/28/2004
190	UTILITY WORKER I	1	General Fund	39,793	256	6/28/2004
191	UTILITY WORKER I	1	General Fund	37,868	256	6/28/2004
189	UTILITY WORKER I		General Fund			6/28/2004
188	UTILITY WORKER II	1	General Fund	50,033	256	6/28/2004
254	VEHICLE MECHANIC II		General Fund			6/28/2004
Risk Management						
336	DIRECTOR - RISK MANAGEMENT	1	General Fund	114,333	245	6/28/2004
74	HEALTH SERVICES COORDINATOR	1	General Fund	100,084	245	7/1/2012
289	RISK MANAGEMENT SPECIALIST	1	General Fund	61,809	256	6/23/2008
293	WORKERS COMP ANALYST	1	General Fund	61,809	256	6/28/2004
316	SCHOOL ENERGY MANAGER	1	General Fund	73,700	245	7/1/2010
340	SUPV - SAFETY HEALTH ENVIRON	1	General Fund	113,488	245	6/28/2004
406	DW RESOURCE INSTRUCTOR-11 MO	1	General Fund	92,629	219	7/1/2010
540	ASSOC DIR OF SAFETY & SECURITY	1	General Fund - SAFE	70,095	219	12/4/2018
Food Service						
334	DIRECTOR - FOOD SERVICE	1	Food Service	123,456	245	6/28/2004
65	ACCOUNT SPECIALIST	1	Food Service	53,289	256	6/28/2004
73	FOOD SERVICE COORDINATOR	1	Food Service	88,804	245	6/28/2004
93	LEAD MAINTENANCE TECHNICIAN	1	Food Service	64,389	256	11/3/2017
109	MAINTENANCE TECHNICIAN III		Food Service			6/30/2004
119	MAINTENANCE TECHNICIAN III	1	Food Service	48,026	256	6/30/2004
151	IAKSS MICROCOMPUTER SPECIALIST	1	Food Service	65,679	256	9/22/2008
198	PURCHASING TECHNICIAN	1	Food Service	55,931	256	7/1/2016
303	FOOD SERVICE BUDGET ANALYST	1	Food Service	56,259	256	6/28/2004
357	IAKSS OFFICE ASSISTANT II	1	Food Service	38,892	256	6/28/2004
463	DISTRICT CHEF	1	Food Service	51,550	220	6/28/2004
475	FOOD SERVICE PROGRAM ASST II	1	Food Service	40,075	220	6/28/2004
476	FOOD SERVICE TRAINER	1	Food Service	45,874	190	6/28/2004
478	FOOD SERVICE SUPERVISOR	1	Food Service	51,251	220	7/1/2006
479	FOOD SERVICE SUPERVISOR	1	Food Service	59,805	220	7/1/2006
480	FOOD SERVICE SUPERVISOR	1	Food Service	59,805	220	7/1/2016
481	FOOD SERVICE SUPERVISOR	1	Food Service	51,251	220	7/1/2006
482	MAINTENANCE TECHNICIAN III	1	Food Service	50,483	256	6/29/2004
613	MAINTENANCE TECHNICIAN I	1	Food Service	42,537	256	7/1/2006
617	MAINTENANCE TECHNICIAN III	1	Food Service	48,026	256	6/30/2004
Deleted Positions - 2021-22						
230	STAFF SUPPORT ADMIN ASST I		General Fund			7/1/2007
Added Positions - 2021-22						
	School Principal (Interim)	1	General Fund			5/20/2021
	Administrative Assistant III (Interim)	1	General Fund			6/9/2021
	PBIS Coach	1	General Fund - SAFE			6/14/2021
	DW CURR AND INSTR COACH	1	TITLE II/My Teaching Learning			6/15/2021
	Administrative Assistant III	1	General Fund			6/21/2021
	PROGRAM MANAGER-NEW/INNOV PROG	1	GF - SAFE/OFFICE OF THE COURTS			6/23/2021
	CHIEF OF SCHOOLS	1	General Fund			6/23/2021
	Director of Grant Programs (Interim)	1	General Fund			6/28/2021
	SCHOOL LEADERSHIP SUPPT SPEC	1	General Fund			6/30/2021
	Associate Director of Student Mental Health	1	General Fund - SAFE			7/12/2021
	Architecture Project Manager	1	General Fund			7/12/2021
	Compliance Officer	1	General Fund			7/12/2021
	Administrative Assistant II	1	GENERAL FUND			7/12/2021
	Administrative Assistant II	1	GENERAL FUND			7/12/2021
	Data Engineer	1	GENERAL FUND			7/12/2021
	Administrative Assistant II	1	TITLE II/TITLE IV			7/12/2021
	Administrative Assistant II	1	GENERAL FUND			7/12/2021
	.5 LEAD CUSTODIAN	0.5	GENERAL FUND			8/15/2021

Fayette County Public Schools
It's About Kids Support Services- Position Control Document

Position Control Number	MUNIS Job Description	FTE	Fund Source	Salary 2021-2022	Calendar	Creation Date
	Dispatcher	1	General Fund - SAFE			8/31/2021
	PROGRAM MANAGER	1	General Fund			9/2/2021
	GRANT PROGRAM MANAGER (INTERIM)	1	ESSER			9/16/2021
	Administrative Assistant II (Interim)	1	ESSER			9/23/2021
	PROGRAM MANAGER	1	SAFE SCHOOLS			9/23/2021
	STAFFING AND BUDGET SPECIALIST	1	General Fund			10/21/2021