



Fayette County Board of Education Planning Meeting

Conference Room C
August 10, 2020
5:30 PM

A. CALL TO ORDER	Stephanie Spires
1. Roll Call	
B. READING OF MISSION STATEMENT	Ray Daniels
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.	
C. 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. _____	
D. INTRODUCTIONS, RECOGNITIONS AND PROCLAMATIONS:	
1. Proclamations	
E. REPORTS AND COMMUNICATIONS:	
1. Progress Reports	
a. Superintendent's Report	Emmanuel Caulk
1. Academic Services	
2. Operations & Support	Myron Thompson
F. APPROVAL OF ROUTINE MATTERS:	
G. APPROVAL OF CONSENT ITEMS:	
1. Award of Bids/ Proposals	John White/Myron Thompson
2. Declaration of Surplus	Myron Thompson
3. Post Approval Placeholder	Rodney Jackson
4. Special and Other Leave of Absence	Rodney Jackson
5. Approval of a BG-5 Project Closeout Form for the Construction of Frederick Douglass High (Including Phase 2 Turn Lane) BG# 14-159	Myron Thompson
6. Approval of Revised BG-1 Project Application (Close Out) for the Construction of Brenda Cowan Elementary (the New Elementary School at Athens-Boonesboro Road) BG 17-185	Myron Thompson
7. Approval of Revised BG-1 Project Application (Close Out) for the Replacement of the Athletic Field Artificial Turf and Running Track	Myron Thompson

at Bryan Station High School BG 18-255

8. Approval of a Proposed Change Order (No.) to the Contract for the 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	Myron Thompson
9. Approval of a Proposed Change Order (No. Six) to the Contract for the Modifications to the Front Entries and Secured Vestibules at Ashland, Harrison, Maxwell, Booker T. Washington, Dixie, Northern and Picadome Elementary Schools; Crawford Middle School; and the FCPS Preschool Center (GROUP B) BG# 19-122	Myron Thompson
10. Approval of a BG-5 Project Closeout Form for the Construction of a New Parking Lot at The Professional Learning Center at Linlee BG# 19-281	Myron Thompson
11. Approval of a Proposed Change Order (No. Ten) to the Contract for the Renovation of 1555 Georgetown Road to House the STEAM Academy and the Success Academy BG# 19-163	Myron Thompson
12. Approval of a Proposed Change Order (No. Ten) to the Contract for the Disconnecting / Setting Up Utilities and Partial Renovation of 450 Park Place (Central Offices) BG# 20-060	Myron Thompson
13. Approval of a Proposed Change Order (No. One) to the Contract for the Construction of the New Bates Creek High School BG# 20-082	Myron Thompson
14. Approval of Agreement for Testing and Balancing Services for the Construction of the New Bates Creek High School BG 20-082	Myron Thompson
15. Approval of Commissioning Agent Agreement for the Construction of the New Bates Creek High School BG 20-082	Myron Thompson
16. Approval of Revised BG-1 Project Application for the Installment of a Portable Classroom Multiplex Unit at Jessie Clark School BG# 20-218	Myron Thompson
17. Approval of Revised BG-1 Project Application for the Installment of Portable Classroom Multiplex Units at Winburn Middle School BG# 20-219	Myron Thompson
18. Resolution Relating to the Fayette County School District Finance Corporation and Memorandum of Understanding with LFUCG for Sale of Portion of Clays Mill Elementary School	John White/Myron Thompson
19. Approval of Memorandums of Understanding with the Lexington-Fayette Urban County Government (LFUCG) for the following: 1. Sale of a Portion of Clays Mill Elementary School (0.95 acres); 2. Granting of a Portion of James Lane Allen Elementary School for a Permanent Sanitary Sewer Easements	Myron Thompson
H. APPROVAL OF ACTION ITEMS:	
1. Policy Update - Equal Employment Opportunity 03.113	Shelley Chatfield
2. Job Description Maintenance Technician	Jennifer Dyar
3. New Job Description - Americorp Tutor	Jennifer Dyar
I. PLANNING DISCUSSION/INFORMATIONAL ITEMS:	
1. Procedure Update - Title IX Sexual Harassment Grievance Procedures	Shelley Chatfield & Lindsay Wright
2. Ellevation Strategies(Placeholder)	Lori Bowen
3. Atlas Greenhouse (Placeholder)	Ruth Ann Layne/Tracy Bruno
4. Monthly Financial Placeholder	Rodney Jackson

4. Monthly Financial Placeholder	Rodney Jackson
5. Unaudited Year End Financial Report Placeholder	Rodney Jackson
6. School Activity Funds Placeholder	Rodney Jackson
7. Personnel Changes	Jennifer Dyar

J. ORAL COMMUNICATIONS:

1. Board Request Summary	
A motion is in order to approve the following Board requests:	
a. _____	
b. _____	
c. _____	
2. Other Business	
a. Board Discussion of Board Work	
b. Staff	

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

A motion is in order to: "make the agenda dated August 10, 2020 on which action has been taken at this meeting, a part of the minutes as if copied in the minutes verbatim."

L. CLOSED SESSION:

1. Reconvene in Open Session
The Board will reconvene to discuss and, if necessary, take any votes on real property, pending litigation and personnel matters discussed in closed session.

M. ADJOURNMENT:	
Complete supplemental detail concerning this agenda is available for public review during normal business hours, 8:00 a.m. to 5:00 p.m. at the District Office.	

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

MEETING: Regular

DATE: 8/3/2020

TOPIC: Award of Bids/Proposals

PREPARED BY: Matt Moore, Logistical Services & Purchasing

Recommended Action on: 8/24/2020

Action Item for Vote (REGULAR MEETING)

Superintendent Prior Approval: No

Recommendation/Motion: Approve the award recommendations for the listed bids, proposals and extensions

Background/Rationale: A summary of bids/proposals submitted from the Purchasing Department for approval.

Policy: KRS 45A.365, KRS 45A.370

Fiscal Impact: Included in attachment

Attachments(s): Award of Bids/Proposals

AN EQUAL OPPORTUNITY SCHOOL DISTRICT

Board of Education: Stephanie Spires, Chair • Raymond Daniels, Vice Chair • Daryl Love • Christy Morris • Tyler Murphy

Superintendent Emmanuel Caulk

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AWARD OF BIDS/PROPOSALS

PLACEHOLDER

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. Bid 28-20 Construction Dumpster Services	1. TSMSDC 2. Commerce Lexington 3. SBA 4. NAVOBA 5. KYPTAC 6. ORVWBC 7. B2Gnow 8. Vendor Registry 9. Demandstar	Plant Operations	4

CONTRACT EXTENSIONS	VENDOR	DEPARTMENT	YEAR OF EXTENSION
1. RFP 41-18 Apparel/ Screen Printing	Ad Venture Promotions Advertising Specialties Bumblebee Team Sports Francis Screen Printing Varsity Print BSN Sports Hands On Originals Surge Promotions	Logistical Services and Purchasing	2
2. RFP 48-17 Athletic/ Physical Education Equipment and Supplies	BSN Sports US Games Bumblebee Team Sports Gopher Sport School Specialty	Logistical Services and Purchasing	3
3. Bid 36-18 Refuse Dumpster Service	Republic Services	Plant Operations	2

PLACEHOLDER

AWARD OF BIDS/PROPOSALS

1. Bid 28-20 Construction Dumpster Services

BACKGROUND AND RATIONALE:

This contract provides service to FCPS for construction dumpsters for the Division of Physical Support Services. Dumpsters are used daily for disposal of construction debris, auto parts from the bus garage and grounds maintenance debris, etc. There were 4 responses to the solicitation with Rumpke bidding the lowest price.

Key to Markings

Recommended bid Award

Bidder	Central KY Hauling	Evergreen Waste Management	Rumpke ###	Republic Services
	Price	Price	Price	Price
20 Cubic Yard	\$466.00	\$595.00	\$383.00	\$450.00
X 10 hauls	\$4,660.00	\$5,950.00	\$3,830.00	\$4,500.00
30 Cubic Yard	\$486.00	\$625.00	\$405.00	\$475.00
X 1 haul	\$486.00	\$625.00	\$405.00	\$475.00
40 Cubic Yard	\$506.00	\$645.00	\$428.00	\$500.00
X 94 hauls	\$47,564.00	\$60,630.00	\$40,232.00	\$47,000.00
Total Price	\$52,710.00	\$67,205.00	\$44,467.00	\$51,975.00

Contract Period: September 1, 2020 through August 31, 2021 with option for annual renewal

PROPOSAL:

Item	Amount	Funding Source	Recurring/ Nonrecurring	Measurable Expected Impact and Timeline
Construction Dumpster Services	FY to date amount is approximately \$30,000.00	001 1 853 0421	Recurring	Will permit the District to continue operation without unacceptable disruption to the services required to support the educational process

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

STAFF CONTACT: Susan Holcomb, Plant Operations

POLICY REFERENCE: KRS 45A.365

RECOMMENDATION: A motion is in order to:
“Award contract to Rumpke.”

PLACEHOLDER

APPROVAL FOR CONTRACT EXTENSIONS

1. RFP 41-18 Apparel/ Screen Printing

BACKGROUND AND RATIONALE:

This contract is for schools and departments to purchase apparel and screen printing. This bid is necessary to ensure the best price for these items and to comply with the KY Model Procurement Code. The RFP gave the option to renew on an annual basis for up to five years pending Board approval. This would be the second renewal.

Vendor:

Ad Venture Promotions
Advertising Specialties
Bumblebee Team Sports
Francis Screen Printing
Varsity Print
BSN Sports
Hands On Originals
Surge Promotions

Contract Term: September 1, 2020 and ending August 31, 2021

PROPOSAL:

Item	Amount	Funding Source	Recurring/ Nonrecurring	Measurable Expected Impact and Timeline
Apparel / Screen Printing	Last year's expenditure was approximately \$100,000.00	Schools and departments	Recurring	Immediate impact to enable FCPS to continue to purchase apparel/ screen printing as needed and at the best price to prevent a disruption in the educational process.

Funding Key: Schools and Departments

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

POLICY REFERENCE: KRS 45A.365.

RECOMMENDATION: A motion is in order to: "Extend the contract with Ad-Venture Promotions, Advertising Specialties, Bumblebee Team Sports, Francis Screen Printing, Varsity Print, BSN Sports, Hands On Originals and Surge Promotions for one year."

PLACEHOLDER

2. RFP 48-17 Athletic/ Physical Education Equipment & Related Supplies – Catalog Contract

BACKGROUND AND RATIONALE:

Athletic/Physical Education Equipment & Related Supplies are selected and purchased at each school to support the athletic needs of the individual school. Equipment and supplies are bid in order for the schools to receive discount prices for merchandise and shipping and to comply with KRS 45A. The RFP included the option to extend the contract for additional years up to a total of five years pending Board approval. This would be the third extension.

Vendor:

BSN Sports
US Games
Bumblebee Team Sports
Gopher Sport
School Specialty

Contract Term: October 1, 2020 and ending September 30, 2021

PROPOSAL:

Item	Amount	Funding Source	Recurring/ Nonrecurring	Measurable Expected Impact and Timeline
Athletic/ Physical Education Equipment & Related Supplies	Last year's expenditure was approximately \$200,000.00	Schools and departments	Recurring	Immediate impact to enable FCPS to continue to purchase athletic supplies as needed and at the best price to prevent a disruption in the educational process.

Funding Key:

Individual School Accounts

STAFF CONTACTS:

Dan Sawyers, Director of Logistical Services and Purchasing
Rob Sayre, Athletics Director

POLICY REFERENCE:

KRS 45A.370.

RECOMMENDATION:

A motion is in order to: ““Extend the contract for one year with BSN Sports, US Games, Bumblebee Team Sports, Gopher Sport and School Specialty.”

PLACEHOLDER

3. Bid 36-18 Refuse Dumpster Service

BACKGROUND AND RATIONALE:

FCPS owns dumpsters located at all schools and administrative buildings. It is important to have a contract that allows a company to empty, clean and maintain the dumpsters. The bid gives the option to renew on an annual basis for up to five years pending Board approval. This would be the second renewal.

Vendor:

Republic Services

Contract Period: September 1, 2020 through August 31, 2021 with option for annual renewal

PROPOSAL:

Item	Amount	Funding Source	Recurring/ Nonrecurring	Measurable Expected Impact and Timeline
Refuse Dumpster Services	Last year's expenditure was approximately \$197,000.00	001 1 853 0421	Recurring	Allows for timely removal of refuse from FCPS dumpsters.

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

STAFF CONTACT: Susan Holcomb, Plant Operations

POLICY REFERENCE: KRS 45A.365

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

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

MEETING: Regular

DATE: 8/3/2020

TOPIC: Declaration of Surplus

PREPARED BY: Matt Moore, Logistical Services & Purchasing

Recommended Action on: 8/24/2020

Action Item for Vote (REGULAR MEETING)

Superintendent Prior Approval: No

Recommendation/Motion: Declare the listed items surplus and disposed of per the recommendations

Background/Rationale: The department of Child Nutrition and the department of Plant Operations have several items that have been picked up at schools that need to be declared surplus.

Policy: KRS45A.425

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

Attachments(s): Declaration of Surplus

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DECLARATION OF SURPLUS AND INTENT TO SELL

BACKGROUND AND RATIONALE:

The department of Child Nutrition has several items that have been picked up at school cafeterias that need to be declared surplus. The District is presently using online auction through www.publicsurplus.com for disposal. These resources have produced substantially more return than other methods of disposal. Plant Operations has several cleaning items the have exceeded their use and need to be declared surplus so they can be used for parts for current equipment.

Child Nutrition Items

- 1) Hobart 6 door warmer Model Q2
- 2) Crescor Heated Cabinet Model H-339-VA8C
- 3) APW electric griddle Model EG-36H
- 4) Tilt Kettle Model KET-6-T
- 5) Mixer Model D300T
- 6) Mixer Model D300 S/N 1562336
- 7) Mixer Model D300 S/N 31-1318-290
- 8) Mixer Model D300 S/N 1741587
- 9) Mixer Model D300 S/N 11-442-404
- 10) Mixer Model HL600 S/N 31-1418-82

Plant Operations Items

- 1) Auto Scrubber Asset # 104151
- 2) Auto Scrubber Asset #31642
- 3) Auto Scrubber Asset #31636
- 4) Auto Scrubber Asset #64498
- 5) Carpet Machine Asset #46762
- 6) Carpet Machine Asset #44878
- 7) Swing Machine Asset #69902
- 8) Wet Vac. Asset #10105
- 9) Wet Vac. Asset #17196
- 10) Auto Scrubber Asset #64187

STAFF CONTACT:

Rogie Hale, Child Nutrition Maintenance Foreman
Steve Collins, Custodial Supervisor

POLICY REFERENCE: KRS 45A.425

RECOMMENDATION: A motion is in order to:

“Approve the declaration of surplus for the listed items, and authorize disposal pursuant to the referenced policy.”

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

MEETING: Planning

DATE: 8/10/2020

TOPIC: Post Approval Agenda Placeholder

PREPARED BY: Rodney Jackson

Recommended Action on: 8/24/2020

Action Item for Vote (REGULAR MEETING)

Superintendent Prior Approval: No

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

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

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

Fiscal Impact: N/A

Attachments(s): One attachment

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

MEETING: Regular

DATE: 8/24/2020

TOPIC: Special and Other Leaves of Absence

PREPARED BY: Rodney Jackson

Recommended Action on: 8/24/2020

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 August 24, 2020 Board Agenda

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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
AIKEN CLAY ABIGAL	LEESTOWN MIDDLE	MIDDLE SCHOOL INSTRUCTOR	08/24/20
MIDDLEBROOKS KELLY	LANSDOWNE ELEMENTARY	ELEMENTARY INSTRUCTOR	08/24/20
BECK ELIZABETH	LEESTOWN MIDDLE	MIDDLE SCHOOL INSTRUCTOR	08/24/20

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

MEETING: Regular

DATE: August 24, 2020

TOPIC: Approval of a BG-5 Project Closeout Form for the Construction of Frederick Douglass High (Including Phase 2 Turn Lane) BG# 14-159

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

Recommended Action on: 8/24/2020
Consent Item

Superintendent Prior Approval: No

Recommendation/Motion: Approve the BG-5 Project Closeout Form for the construction of Frederick Douglass High School, including the Phase 2 turn lane, subject to the approval of the Kentucky Department of Education, District Facilities Branch, per the provisions of 702 KAR 4:160.

Background/Rationale: Bid documents were prepared by the architect, Tate Hill Jacobs Architects, for a contract for the construction of Frederick Douglass High School. The contract in the total amount of \$62,044,000.00 with D.W. Wilburn, Inc. was accepted and approved by the Board in a meeting held on May 26, 2015 and construction began in June 2015. The Department of Facility Design & Construction, the design consultants Tate Hill Jacobs Architects, and the local building code officials have reviewed the progress of the work. Minor changes to the original plans and specifications have been necessary in order to: resolve unforeseen existing conflicts found during construction; comply with building code requirements; correct deficiencies in the plans; or to provide improvements over the original specification. The Board has approved 31 change orders adding the amount of \$883,667.37 to the total construction cost. The Board approved the BG-4 in the amount of \$62,927,667.37 at its meeting held June 24, 2019. Additionally, the Board approved a contract with L-M Asphalt Partners, Ltd. d/b/a ATS Construction for construction of the Phase 2 turn lane in the total amount of \$187,604.55 at a meeting held on February 27, 2017 and construction began in April 2017. The Board has approved 1 change order adding the amount of \$4,278.00 to the total construction cost. The Board approved the BG-4 in the amount of \$191,882.55 at its meeting held January 27, 2020. The residual fund balance will be applied to future debt service or to the next District Facility Plan project. At this time the BG-5 Project Closeout Form closing out all construction contracts related to this project is presented for approval.

Policy: 702 KAR 4:160

Fiscal Impact: None

Attachments(s): None

On motion by _____, seconded by _____, the Board approved the BG-5 Project Closeout Form for the construction of Frederick Douglass High School, including the Phase 2 turn lane, subject to the approval of the Kentucky Department of Education, District Facilities Branch, per the provisions of 702 KAR 4:160.

Stephanie Spires, Board Chair

Emmanuel Caulk, Superintendent

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Superintendent Emmanuel Caulk



FAYETTE COUNTY PUBLIC SCHOOLS

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

MEETING: Regular

DATE: August 24, 2020

TOPIC: Approval of Revised BG-1 Project Application (Close Out) for the Construction of Brenda Cowan Elementary (the New Elementary School at Athens-Boonesboro Road) BG 17-185

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

Recommended Action on: 8/24/2020
Consent Item

Superintendent Prior Approval: No

Recommendation/Motion: Approve the revised BG-1 Project Application as outlined below to reflect miscellaneous project costs incurred during the life of the project for the construction of Brenda Cowan Elementary (the New Elementary School at Athens-Boonesboro Road), subject to the approval of the Kentucky Department of Education, District Facilities Branch, per the provisions of 702 KAR 4:160.

Background/Rationale: The revised BG-1 Project Application for the bid/construction, identifying the extent and cost of the work, was approved by the Board at its August 27, 2018 meeting. The project was substantially completed in August, 2019. The Kentucky Department of Education (KDE) is now requiring a revised BG1 prior to filing the BG5 project closeout document to account for miscellaneous costs paid out of the available contingency amount. This revised BG1 does not require additional funds to be approved by the Board. Based on this KDE requirement, a revision to the BG-1 is required as follows:

	BG-1 Revision Total (8/18)	Proposed BG-1 Revision (Close Out)
Total Construction Cost:	\$17,860,200.00	\$17,860,200.00
Contingency:	\$2,154,087.00	\$2,114,431.39**
Architect/Engineer Fee:	\$1,005,634.00	\$1,005,634.00
Fiscal Agent Fee:	\$102,064.00	\$102,064.00
Bond Discount:	\$150,687.00	\$150,687.00
Furnishings/Equipment:	\$868,441.00	\$868,441.00
Furnishings/Computers:	\$360,428.00	\$360,428.00
Technology Network Systems (KETS), telephone, etc.:	\$161,400.00	\$161,400.00
Site Acquisition:	\$1,778,931.00	\$1,778,931.00
Site Survey:	\$13,500.00	\$13,500.00
Geotech:	\$16,500.00	\$16,500.00
Special Inspections:	\$116,000.00	\$116,000.00
Fundamental Commissioning:	\$45,000.00	\$45,000.00
Advertising:	\$0	\$0
Printing:	\$10,000.00	\$10,000.00
HVAC Balance; KAW Water Service Connection:	\$212,875.00	\$212,875.00
LFUCG Sewer Tap & CAP Fees:	\$54,000.00	\$54,000.00

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Misc: Utility work, Construction Photography & Non-contract/contingency expenses:

\$0

\$39,655.61**

Total Estimated Cost:

\$24,909,747

\$24,909,747.00

*Contingency amount reduced to reflect misc. costs** per direction of KDE.

Policy: 702 KAR 4:160

Fiscal Impact:

FUNDING SOURCE:

<u>Fund</u>	<u>Org. Code</u>	<u>Object Code</u>	<u>Balance</u>
SFCC Cash Req.	310/320	0910	\$150,601.49
Capital Outlay	310	0910	\$1,448,096.03
Residuals (09267, 10010, 10028, 10260, 10262, 11250, 11251)	360	5210	\$2,198,056.48
Local FSPK Bond Sale	360	5110	\$14,255,087.00
SFCC Bond Sale	360	5110	\$5,705,326.00
Bond Premium	360	5120	\$1,152,580.00

Attachment: None

On motion by _____, seconded by _____, the Board approved the revised BG-1 Project Application as outlined above to reflect miscellaneous project costs incurred during the life of the project for the construction of Brenda Cowan Elementary (the New Elementary School at Athens-Boonesboro Road), subject to the approval of the Kentucky Department of Education, District Facilities Branch, per the provisions of 702 KAR 4:160.

Stephanie Spires, Board Chair

Emmanuel Caulk, Superintendent



FAYETTE COUNTY PUBLIC SCHOOLS

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

MEETING: Regular

DATE: August 24, 2020

TOPIC: Approval of Revised BG-1 Project Application (Close Out) for the Replacement of the Athletic Field Artificial Turf and Running Track at Bryan Station High School BG 18-255

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

Recommended Action on: 8/24/2020
Consent Item

Superintendent Prior Approval: No

Recommendation/Motion: Approve the revised BG-1 Project Application as outlined below to reflect miscellaneous project costs incurred during the life of the project for the replacement of the athletic field artificial turf and running track at Bryan Station 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 revised BG-1 Project Application for the bid/construction, identifying the extent and cost of the work, was approved by the Board at its August 27, 2018 meeting. The project was substantially completed on March 17, 2019 (turf field) and July 18, 2019 (track). The Kentucky Department of Education (KDE) is now requiring a revised BG-1 prior to filing the BG-5 project closeout document to account for miscellaneous costs paid out of the available contingency amount. This revised BG1 does not require additional funds to be approved by the Board. Based on this KDE requirement, a revision to the BG-1 is required as follows:

	Revised BG-1 Total (8/18)	Proposed BG-1 Revision Total
Total Construction Cost:	\$898,171	\$898,171
Architect/Engineer Fee:	\$77,468	\$77,468
Contingencies:	\$44,909	\$36,520*
Surveys, Printing, etc.:	\$2,000	\$2,000
Other: Misc. Non-contract Contingency Expenses – Paving & Add'l Turf Infill	\$0	\$8,389**
Total Estimated Cost:	\$1,022,548	\$1,022,548

*Contingency amount reduced to reflect misc. costs** per direction of KDE.

Funding Source:

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

Policy: 702 KAR 4:160

Attachments(s): None

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Superintendent Emmanuel Caulk

On motion by _____, seconded by _____,
the Board approved the revised BG-1 Project Application as outlined above to reflect miscellaneous project costs incurred during the life of the project for the replacement of the athletic field artificial turf and running track at Bryan Station High School, subject to the approval of the Kentucky Department of Education, District Facilities Branch, per the provisions of 702 KAR 4:160.

Stephanie Spires, Board Chair

Emmanuel Caulk, Superintendent

**Executive Summary
Fayette County Public Schools Board Meeting
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MEETING: Regular

DATE: August 24, 2020

TOPIC: Approval of a Proposed Change Order (No. Seven) to the Contract for the 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

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

Recommended Action on: 8/24/2020
Consent Item

Superintendent Prior Approval: No

Recommendation/Motion: Approve the proposed additive Change Order No. Seven to the contract with E.C. Matthews Company, Inc. for Modifications to the Front Entry and Secured Vestibule at Bryan Station, Henry Clay, Lafayette and Paul Laurence Dunbar High Schools; Beaumont, Morton, Southern and Winburn Middle Schools; and SCAPA (GROUP A), in the amount of \$1,914.00 (One Thousand, Nine Hundred Fourteen 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: When these facilities were renovated in the past, FCPS buildings did not include the features of a secured vestibule. As a part of the new Board-approved 10-Point Safety Investment Plan, modifications need to be made to the front entries and secured vestibules to provide a higher level of protection for students and staff. Sherman Carter Barnhart Architects have produced final Construction Documents for bidding describing these modifications. The negotiated bid was approved on June 24, 2019 and construction began in October 2019. 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	6.3% A/E FEE
To correct deficient plans/specs:			
• Provide labor, materials and equipment to revise lighting fixtures – Henry Clay High; add:		\$1,914.00	\$0
Total Change Order No. Seven:		\$1,914.00	
Design consultant fees:			\$0
Total Cost:		\$1,914.00	

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Superintendent Emmanuel Caulk

A 5% contingency (\$78,080) is included in the project's available funds. There have been six previous change orders on this project. The cost of the current and all changes orders represents a 0.82% 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	0003603	19121	0840	\$61,910.01

Attachments(s): None

On motion by _____, seconded by _____, the Board approved the proposed additive Change Order No. Seven to the contract with E.C. Matthews Company, Inc. for Modifications to the Front Entry and Secured Vestibule at Bryan Station, Henry Clay, Lafayette and Paul Laurence Dunbar High Schools; Beaumont, Morton, Southern and Winburn Middle Schools; and SCAPA (GROUP A), in the amount of \$1,914.00 (One Thousand, Nine Hundred Fourteen 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.

Stephanie Spires, Board Chair

Emmanuel Caulk, Superintendent

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

MEETING: Regular

DATE: August 24, 2020

TOPIC: Approval of a Proposed Change Order (No. Six) to the Contract for the Modifications to the Front Entries and Secured Vestibules at Ashland, Harrison, Maxwell, Booker T. Washington, Dixie, Northern and Picadome Elementary Schools; Crawford Middle School; and the FCPS Preschool Center (GROUP B)
BG# 19-122

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

Recommended Action on: 8/24/2020
Consent Item

Superintendent Prior Approval: No

Recommendation/Motion: Approve the proposed additive Change Order No. Six to the contract with E.C. Matthews Company, Inc. for Modifications to the Front Entry and Secured Vestibule at Ashland, Harrison, Maxwell, Booker T. Washington, Dixie, Northern and Picadome Elementary Schools; Crawford Middle School; and the FCPS Preschool Center (GROUP B), in the amount of \$6,837.99 (Six Thousand, Eight Hundred Thirty-seven Dollars and Ninety-nine Cents) with an equivalent transfer of funds from Object Code 0840 to 0450, and a corresponding transfer of \$243.44 (Two Hundred Forty-three Dollars and Forty-four Cents) for design consultant fees from Object Code 0840 to 0346, subject to the approval of the Kentucky Department of Education, District Facilities Branch, per the provisions of 702 KAR 4:160.

Background/Rationale: When these facilities were renovated in the past, FCPS buildings did not include the features of a secured vestibule. As a part of the new Board-approved 10-Point Safety Investment Plan, modifications need to be made to the front entries and secured vestibules to provide a higher level of protection for students and staff. Ross Tarrant Architects have produced final Construction Documents for bidding describing these modifications. The negotiated bid was approved on June 24, 2019 and construction began in October 2019. 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:

To improve original plans and specs:

- Provide labor, materials and equipment to provide demolition and casework revisions – Ashland Elementary; add:
- Provide labor, materials and equipment to provide door hardware revisions – Harrison Elementary; add:

Change to DPOs	Change to GC Contract	6.3% A/E FEE
	\$99.36	\$0
	\$3,091.28	\$243.44

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Superintendent Emmanuel Caulk

To correct deficient plans and specs:

- Provide labor, materials and equipment to provide emergency-powered cooler receptacle and copier receptacle – Harrison Elementary; add:

Total Change Order No. Six:

	\$3,647.35	\$0
	\$6,837.99	
Design consultant fees:		\$243.44

Total Cost:**\$7,081.43**

A 5% contingency (\$79,330) is included in the project's available funds. There have been five previous change orders on this project. The cost of the current and all changes orders represents a 4.57% 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	0003603	19122	0840	\$13,152.86

Attachments(s): None

On motion by _____, seconded by _____, the Board approve the proposed additive Change Order No. Six to the contract with E.C. Matthews Company, Inc. for Modifications to the Front Entry and Secured Vestibule at Ashland, Harrison, Maxwell, Booker T. Washington, Dixie, Northern and Picadome Elementary Schools; Crawford Middle School; and the FCPS Preschool Center (GROUP B), in the amount of \$6,837.99 (Six Thousand, Eight Hundred Thirty-seven Dollars and Ninety-nine Cents) with an equivalent transfer of funds from Object Code 0840 to 0450, and a corresponding transfer of \$243.44 (Two Hundred Forty-three Dollars and Forty-four Cents) for design consultant fees from Object Code 0840 to 0346, subject to the approval of the Kentucky Department of Education, District Facilities Branch, per the provisions of 702 KAR 4:160.

Stephanie Spires, Board Chair_____
Emmanuel Caulk, Superintendent

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

MEETING: Regular

DATE: August 24, 2020

TOPIC: Approval of a BG-5 Project Closeout Form for the Construction of a New Parking Lot at The Professional Learning Center at Linlee BG# 19-281

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

Recommended Action on: 8/24/2020
Consent Item

Superintendent Prior Approval: No

Recommendation/Motion: Approve the BG-5 Project Closeout Form for the construction of a New Parking Lot at The Professional Learning Center at Linlee, subject to the approval of the Kentucky Department of Education, District Facilities Branch, per the provisions of 702 KAR 4:160.

Background/Rationale: Bid documents were prepared by the architect, Ross Tarrant Architects, for a contract for the construction of a New Parking Lot at The Professional Learning Center at Linlee. The contract in the total amount of \$291,977.00 with Lagco, Inc. was accepted and approved by the Board in a meeting held on May 20, 2019 and construction began in June 2019. The Department of Facility Design & Construction, the design consultants Ross Tarrant Architects, and the local building code officials have reviewed the progress of the work. Minor changes to the original plans and specifications have been necessary in order to: resolve unforeseen existing conflicts found during construction; comply with building code requirements; correct deficiencies in the plans; or to provide improvements over the original specification. The Board has approved 1 change order adding the amount of \$3,966.20 to the total construction cost. The Board approved the BG-4 in the amount of \$295,943.20 at its meeting held January 27, 2020. The residual fund balance will be applied to future debt service or to the next District Facility Plan project. At this time the BG-5 Project Closeout Form closing out all construction contracts related to this project is presented for approval.

Policy: 702 KAR 4:160

Fiscal Impact: None

Attachments(s): None

On motion by _____, seconded by _____, the Board approved the BG-5 Project Closeout Form for the construction of a New Parking Lot at The Professional Learning Center at Linlee, subject to the approval of the Kentucky Department of Education, District Facilities Branch, per the provisions of 702 KAR 4:160.

Stephanie Spires, Board Chair

Emmanuel Caulk, Superintendent

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Superintendent Emmanuel Caulk

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

MEETING: Regular

DATE: August 24, 2020

TOPIC: Approval of a Proposed Change Order (No. Ten) to the Contract for the Renovation of 1555 Georgetown Road to House the STEAM Academy and the Success Academy BG# 19-163

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

Recommended Action on: 8/24/2020
Consent Item

Superintendent Prior Approval: Yes

Recommendation/Motion: Approve the proposed Change Order No. Ten to the contract with D.W. Wilburn, Inc. for the renovation of 1555 Georgetown Road as the STEAM Academy and the Success Academy, in the amount of \$10,738.00 (Ten Thousand, Seven Hundred Thirty-eight Dollars) with an equivalent transfer of funds from Object Code 0840 to 0450, and a corresponding transfer of \$617.57 (Six Hundred Seventeen Dollars and Fifty-seven Cents) for design consultant fees from Object Code 0840 to 0346, subject to the approval of the Kentucky Department of Education, District Facilities Branch, per the provisions of 702 KAR 4:160.

Background/Rationale: The renovation of 1555 Georgetown Road as the STEAM Academy and the Success Academy is listed as priority 1.a.1 on FCPS's 2017 District Facility Plan (April 2019 Finding). Ross Tarrant Architects produced final Construction Documents for bidding describing renovation and reconfiguration of the existing building yielding a final project of approximately 119,981 SF to serve 600 STEAM Academy students and 14,240 SF to serve 80 Success Academy students. Bids were received on June 6, 2019 and construction began in July 2019. The Office of Facility Design & Construction, the design consultants and the local building code officials have reviewed the progress of the work. Changes to the original plans and specifications have been necessary in order to satisfy the requirements described below. Approval of these changes allows the work to be completed. The description and cost of these items are summarized as follows:

	Change to DPOs	Change to GC Contract	5.0% A/E FEE
To improve original plans and specs:			
• Provide labor, materials and equipment to provide and install AED cabinets; add:		\$1,587.00	\$99.19
• Provide labor, materials and equipment to provide and install additional site panel sign; add:		\$3,915.00	\$244.69
• Provide labor, materials and equipment to provide and install revised exterior lettering and signage; add:		\$4,379.00	\$273.69
To correct deficient plans and specs:			
• Provide labor, materials and equipment to provide and install input card for Cafeteria sound system; add:		\$857.00	\$0
Total Change Order No. Ten:		\$10,738.00	

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Design consultant fees:				\$617.57
Total Cost:			\$11,355.57	

A 5% contingency (\$1,105,425) is included in the project's available funds. There have been nine previous change orders on this project. The cost of the current and all changes orders represents a 2.17% 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	1303603	19163	0840	\$814,409.44

Attachments(s): None

On motion by _____, seconded by _____, the Board approved the Change Order No. Ten to the contract with D.W. Wilburn, Inc. for the renovation of 1555 Georgetown Road as the STEAM Academy and the Success Academy, in the amount of \$10,738.00 (Ten Thousand, Seven Hundred Thirty-eight Dollars) with an equivalent transfer of funds from Object Code 0840 to 0450, and a corresponding transfer of \$617.57 (Six Hundred Seventeen Dollars and Fifty-seven Cents) for design consultant fees from Object Code 0840 to 0346, subject to the approval of the Kentucky Department of Education, District Facilities Branch, per the provisions of 702 KAR 4:160.

Stephanie Spires, Board Chair

Emmanuel Caulk, Superintendent

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

MEETING: Regular

DATE: August 24, 2020

TOPIC: Approval of a Proposed Change Order (No. Ten) to the Contract for the Disconnecting / Setting Up Utilities and Partial Renovation of 450 Park Place (Central Offices) BG# 20-060

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

Recommended Action on: 8/24/2020
Consent Item

Superintendent Prior Approval: No

Recommendation/Motion: Approve the proposed additive Change Order No. Ten to the contract with Marrillia Design & Construction for the Disconnecting / Setting Up Utilities and Partial Renovation of 450 Park Place (Central Offices) in the amount of \$23,304.00 Twenty-three Thousand, Three Hundred Four Dollars) with an equivalent transfer of funds from Object Code 0840 to 0450, and a corresponding transfer of \$1,836.92 (One Thousand, Eight Hundred Thirty-six Dollars and Ninety-two Cents) for design consultant fees from Object Code 0840 to 0346, subject to the approval of the Kentucky Department of Education, District Facilities Branch, per the provisions of 702 KAR 4:160.

Background/Rationale: The Disconnecting / Setting Up Utilities and Partial Renovation of 450 Park Place as the new Central Office is listed as priority 3.6 on FCPS' 2017 District Facility Plan (Amendment approved by the Kentucky Board of Education on October 2, 2019). Staggs & Fisher Engineers produced final Construction Documents for bidding describing the renovation of the existing building. Bids were received on January 13, 2020, and construction began on February 20, 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	5.35% A/E FEE
To improve original plans and specs:			
• Provide labor, materials and equipment to revise the route of the fire protection and domestic water piping to the building; deduct:		(\$4,164.00)	\$0
• Provide labor, materials and equipment to revise HVAC control sequences; add:		\$27,468.00	\$1,836.92
Total Change Order No. Ten:		\$23,304.00	
Design consultant fees:			\$1,836.92
Total Cost:			\$25,140.92

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Superintendent Emmanuel Caulk

A 10% contingency (\$511,285) is included in the project's available funds. There have been nine previous change orders on this project. The cost of the current and all changes orders represents a 4.12% change in the construction cost.

Policy: 702 KAR 4:160

Fiscal Impact:

<u>Fund</u>	<u>Org. Code</u>	<u>Project Code</u>	<u>Object Code</u>	<u>Balance</u>
Construction 360	0003610	20060	0840	\$282,813.23

Attachment(s): None

On motion by _____, seconded by _____, the Board approved proposed additive Change Order No. Ten to the contract with Marrillia Design & Construction for the Disconnecting / Setting Up Utilities and Partial Renovation of 450 Park Place (Central Offices) in the amount of \$23,304.00 Twenty-three Thousand, Three Hundred Four Dollars) with an equivalent transfer of funds from Object Code 0840 to 0450, and a corresponding transfer of \$1,836.92 (One Thousand, Eight Hundred Thirty-six Dollars and Ninety-two Cents) for design consultant fees from Object Code 0840 to 0346, subject to the approval of the Kentucky Department of Education, District Facilities Branch, per the provisions of 702 KAR 4:160.

Stephanie Spires, Board Chair

Emmanuel Caulk, Superintendent

Executive Summary
Fayette County Public Schools Board Meeting
Agenda Item

MEETING: Regular

DATE: August 24, 2020

TOPIC: Approval of a Proposed Change Order (No. One) 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: 8/24/2020
 Consent Item

Superintendent Prior Approval: No

Recommendation/Motion: Approve the proposed additive Change Order No. One to the contract with D.W. Wilburn, Inc. for the construction of the New Tates Creek High School, in the amount of \$11,702.00 (Eleven Thousand, Seven Hundred Two Dollars), with an equivalent transfer of funds from Object Code 0840 to 0450, and a corresponding transfer of \$538.29 (Five Hundred Thirty-eight Dollars and Twenty-nine Cents) for design consultant fees from Object Code 0840 to 0346, subject to the approval of the Kentucky Department of Education, District Facilities Branch, per the provisions of 702 KAR 4:160.

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

	Change to DPOs	Change to GC Contract	4.6% A/E FEE
To resolve unforeseen conditions:			
• Provide labor, materials and equipment to add cutoff trench and leaching well to manage groundwater drainage at found spring; add:		\$11,702.00	\$538.29
Total Change Order No. One:		\$11,702.00	
Design consultant fees:			\$538.29
Total Cost:			\$12,240.29

A 5% contingency (\$3,548,550.00) is included in the project's available funds. There have been no previous change orders on this project. The cost of the current and all changes orders represents a 0.02% increase in the construction cost.

Policy: 702 KAR 4:160

Fiscal Impact:

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<u>Fund</u>	<u>Org. Code</u>	<u>Project Code</u>	<u>Object Code</u>	<u>Balance</u>
Construction 360	1053603	19079	0840	\$3,408,197.26

Attachment(s): None

On motion by _____, seconded by _____, the Board approved the proposed additive Change Order No. One to the contract with D.W. Wilburn, Inc. for the construction of the New Bates Creek High School, in the amount of \$11,702.00 (Eleven Thousand, Seven Hundred Two Dollars), with an equivalent transfer of funds from Object Code 0840 to 0450, and a corresponding transfer of \$538.29 (Five Hundred Thirty-eight Dollars and Twenty-nine Cents) for design consultant fees from Object Code 0840 to 0346, subject to the approval of the Kentucky Department of Education, District Facilities Branch, per the provisions of 702 KAR 4:160.

Stephanie Spires, Board Chair

Emmanuel Caulk, Superintendent

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

MEETING: Regular

DATE: August 24, 2020

TOPIC: Approval of Agreement for Testing and Balancing Services 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: 8/24/2020
Consent Item

Superintendent Prior Approval: No

Recommendation/Motion: Authorize the Superintendent to execute a contract with Thermal Balance in the amount of \$82,320.00 (Eighty-two Thousand, Three Hundred Twenty Dollars) to perform the testing and balancing services outlined below.

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 #27-20 was solicited on July 27, 2020 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 (\$82,320.00) needed for the project requires the approval of the Board.

Contractor	Proposal Amount
1. Thermal Balance	\$82,320.00
2. EBCO	\$87,600.00
3. Synergy	\$105,990.00

Policy: 01.11 – Powers and Duties of the Board
702 KAR 4:160

Fiscal Impact:

<u>Fund</u>	<u>Org. Code</u>	<u>Project Code</u>	<u>Object Code</u>
Construction 360	1053603	19079	0349

Attachments(s): None

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On motion by _____, seconded by _____,
the Board authorized the Superintendent to execute a contract with Thermal Balance in the amount of
\$82,320.00 (Eighty-two Thousand, Three Hundred Twenty Dollars) to perform the testing and balancing
services outlined above.

Stephanie Spires, Board Chair

Emmanuel Caulk, Superintendent

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

MEETING: Regular

DATE: August 24, 2020

TOPIC: Approval of Commissioning Agent Agreement 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: 8/24/2020
Consent Item

Superintendent Prior Approval: No

Recommendation/Motion: Authorize the Superintendent to execute a contract with CMTA in the amount of \$210,000 (Two Hundred Ten Thousand Dollars) to perform the commissioning services outlined below.

Background/Rationale: Even when new building systems are installed properly, the question remains whether these systems are performing at the optimal and most energy-efficient levels. Building commissioning attempts to ensure that the building's mechanical/electrical systems and components not only meet Owner's operational objectives, but are also conserving resources and cost. Similar to Special Inspections, the use of Facility Commissioning has grown rapidly in the past few years and is 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). The project engineer has provided a written scope of work for the fundamental commissioning (related to HVAC and lighting control systems) required by IECC for this project, but this team recommended below has exceeded both energy code requirements listed above previously at our Frederick Douglass High School project and various other schools nationwide.

A Request for Proposals was solicited and three (3) proposals were received for this project. Based on the FCPS staff analysis of the proposals received, staff recommends CMTA based upon the sustainability goal and long term savings that Fayette County Schools can expect over the life of this project. CMTA has been extremely responsive when issues have come up after projects have been completed in order to help get the systems in proper working order. CMTA has also willingly stepped in to assist and give recommendations on old systems that need to be replaced and have tried to work with our maintenance staff to improve our building systems.

Contractor	Proposal Amount
1. CMTA	\$210,000
2. Paladin	\$197,900
3. FCG	\$144,270

Policy: 01.11 – Powers and Duties of the Board
702 KAR 4:160

Fiscal Impact:

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Superintendent Emmanuel Caulk

<u>Fund</u>	<u>Org. Code</u>	<u>Project Code</u>	<u>Object Code</u>
Construction 360	1053603	19079	0349

Attachments(s): **None**

On motion by _____, seconded by _____,
the Board authorized the Superintendent to execute a contract with CMTA in the amount of \$210,000 (Two
Hundred Ten Thousand Dollars) to perform the commissioning services outlined above.

Stephanie Spires, Board Chair

Emmanuel Caulk, Superintendent

Executive Summary
Fayette County Public Schools Board Meeting
Agenda Item

MEETING: Regular

DATE: August 24, 2020

TOPIC: Approval of Revised BG-1 Project Application for the Installment of a Portable Classroom Multiplex Unit at Jessie Clark School BG# 20-218

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

Recommended Action on: 8/24/2020
Consent Item

Superintendent Prior Approval: No

Recommendation/Motion: Approve a revised BG-1 Project Application for the installment of a portable classroom multiplex unit (total 8 classrooms) at Jessie Clark Middle School in the amount of \$205,746.30 (Two Hundred Five Thousand, Seven Hundred Forty-six Dollars and Thirty Cents), subject to the approval of the Kentucky Department of Education, District Facilities Branch, per the provisions of 702 KAR 4:160.

Background/Rationale: The portable classroom units used at all Kentucky school sites are subject to the same plan review and approval process that govern manufactured modular housing. The Kentucky Industrialized Building Systems (KIBS) program is operated under the Division of Code Enforcement within the Department of Housing, Buildings and Construction (DHBC) in Frankfort. KDE requires that the BG-1 Project Application review process be followed for portable classroom units to be installed in the school district to serve both enrollment growth and school sites under renovation or construction. Portable classroom units (total 8 classrooms) are needed due to enrollment growth for the 2020-21 school year.

At its March 23, 2020 meeting, the Board approved the initial BG-1 for the installation of eight (8) portable classroom units, which was reflected in the contract. The contract for installation and lease with Vanguard Modular Building Systems was approved by the Board at its June 22, 2020 meeting. A revision to the BG-1 is required to reflect the actual total project costs for this project as required by KDE. No additional revenue is needed for this revised BG-1.

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

	Initial BG-1 Budget (3/20)	Revised BG-1 Budget
Total Construction Cost:	\$204,750.00	\$179,293.00
Architect/Engineer Fee:	\$2,500.00	\$2,500.00
Electrical/Fire Alarm & Intercom	\$0	\$4,969.00
Ky. Dept. Housing, Building & Construction Review Fee:	\$1,000.00	\$1,055.00
Contingencies:	\$10,237.50	\$17,929.30
Total Estimated Cost:	\$218,487.50	\$205,746.30

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Superintendent Emmanuel Caulk

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

Fiscal Impact:

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

Attachments(s): None

On motion by _____, seconded by _____, the Board approved a revised BG-1 Project Application for the installment of a portable classroom multiplex unit (total 8 classrooms) at Jessie Clark Middle School in the amount of \$205,746.30 (Two Hundred Five Thousand, Seven Hundred Forty-six Dollars and Thirty Cents), subject to the approval of the Kentucky Department of Education, District Facilities Branch, per the provisions of 702 KAR 4:160.

Stephanie Spires, Board Chair

Emmanuel Caulk, Superintendent

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

MEETING: Regular

DATE: August 24, 2020

TOPIC: Approval of Revised BG-1 Project Application for the Installment of Portable Classroom Multiplex Units at Winburn Middle School BG# 20-219

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

Recommended Action on: 8/24/2020
Consent Item

Superintendent Prior Approval: No

Recommendation/Motion: Approve a revised BG-1 Project Application for the installment of a portable classroom multiplex unit (total 6 classrooms) at Winburn Middle School in the amount of \$185,012.50 (One Hundred Eight-five Thousand, Twelve Dollars and Fifty Cents), subject to the approval of the Kentucky Department of Education, District Facilities Branch, per the provisions of 702 KAR 4:160.

Background/Rationale: The portable classroom units used at all Kentucky school sites are subject to the same plan review and approval process that govern manufactured modular housing. The Kentucky Industrialized Building Systems (KIBS) program is operated under the Division of Code Enforcement within the Department of Housing, Buildings and Construction (DHBC) in Frankfort. KDE requires that the BG-1 Project Application review process be followed for portable classroom units to be installed in the school district to serve both enrollment growth and school sites under renovation or construction. Portable classroom units (total 6 classrooms) are needed due to enrollment growth for the 2020-21 school year.

At its March 23, 2020 meeting, the Board approved the initial BG-1 for the installation of four (4) portable classroom units. It has been determined by staff that six (6) portable classrooms are needed, which was reflected in the contract. The contract for installation and lease with Vanguard Modular Building Systems was approved by the Board at its June 22, 2020 meeting. A revision to the BG-1 is required to reflect the actual total project costs for this project as required by KDE. No additional revenue is needed for this revised BG-1.

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

	Initial BG-1 Budget (3/20)	Revised BG-1 Budget
Total Construction Cost:	\$173,250.00	\$165,334.00
Architect/Engineer Fee:	\$2,500.00	\$2,500.00
Electrical/Fire Alarm & Intercom	\$0	\$6,528.00
Ky. Dept. Housing, Building & Construction Review Fee:	\$600.00	\$792.00
Contingencies:	\$8,662.50	\$9,858.50
Total Estimated Cost:	\$185,012.50	\$185,012.50

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

AN EQUAL OPPORTUNITY SCHOOL DISTRICT

Board of Education: Stephanie Spires, Chair • Raymond Daniels, Vice Chair • Daryl Love • Christy Morris • Tyler Murphy

Superintendent Emmanuel Caulk

Fiscal Impact:

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

Attachments(s): None

On motion by _____, seconded by _____, the Board approved a revised BG-1 Project Application for the installment of a portable classroom multiplex unit (total 6 classrooms) at Winburn Middle School in the amount of \$185,012.50 (One Hundred Eight-five Thousand, Twelve Dollars and Fifty Cents), subject to the approval of the Kentucky Department of Education, District Facilities Branch, per the provisions of 702 KAR 4:160.

Stephanie Spires, Board Chair

Emmanuel Caulk, Superintendent



FAYETTE COUNTY PUBLIC SCHOOLS

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

MEETING: Regular

DATE: August 24, 2020

TOPIC: Resolution Relating to the Fayette County School District Finance Corporation and Memorandum of Understanding with LFUCG for Sale of Portion of Clays Mill Elementary School

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

Recommended Action on: 8/24/2020
Consent Item

Superintendent Prior Approval: No

Recommendation/Motion: Approve Resolution Relating to the Fayette County School District Finance Corporation and Memorandum of Understanding with LFUCG for Sale of Portion of Clays Mill Elementary School

Background/Rationale: This resolution is for the purpose of finalizing the transaction set forth in a Memorandum of Understanding dated July 30, 2020 ("MOU") by and between the Board of Education of Fayette County, Kentucky ("Board of Education") and the Lexington-Fayette Urban County Government ("LFUCG") for the sale of a portion of Clays Mill Elementary School for the purpose of constructing the Southland Park-Yuma-Tucson Stormwater Improvement Project adjacent to Clays Mill Elementary. In order to finalize this transaction it is necessary for the Board of Education to: (1) direct the Fayette County School District Finance Corporation ("Finance Corporation") to convey to the Board of Education said portion of Clays Mill Elementary School; and (2) certify to the Finance Corporation that the withdrawal of said portion of Clays Mill Elementary School from the remainder thereof will not adversely affect the security of the remaining bonds of the Finance Corporation's Series 2017A bond issue currently encumbering said school.

Policy: 01.1 – Legal Status of the Board

Fiscal Impact: None

Attachment(s): Resolution

AN EQUAL OPPORTUNITY SCHOOL DISTRICT

Board of Education: Stephanie Spires, Chair • Raymond Daniels, Vice Chair • Daryl Love • Christy Morris • Tyler Murphy

Superintendent Emmanuel Caulk

**RESOLUTION OF THE BOARD OF EDUCATION
OF FAYETTE COUNTY, KENTUCKY
RELATING TO A MEMORANDUM OF UNDERSTANDING
WITH LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
FOR THE SALE OF A PORTION OF
CLAYS MILL ELEMENTARY SCHOOL**

REASON:

This resolution is for the purpose of finalizing the transaction set forth in a Memorandum of Understanding dated July 30, 2020 ("MOU") by and between the Board of Education of Fayette County, Kentucky ("Board of Education") and the Lexington-Fayette Urban County Government ("LFUCG") for the sale of a portion of Clays Mill Elementary School in order to facilitate the construction of the Southland Park-Yuma-Tucson Stormwater Improvement Project. In order to finalize this transaction it is necessary for the Board of Education to: (1) direct the Fayette County School District Finance Corporation ("Finance Corporation") to convey to the Board of Education said portion of Clays Mill Elementary School; and (2) certify to the Finance Corporation that the withdrawal of said portion of Clays Mill Elementary School from the remainder thereof will not adversely affect the security of the remaining bonds of the Finance Corporation's Series 2017A bond issue currently encumbering said school.

RATIONALE:

This resolution is necessary to finalize the transaction described above.

RECOMMENDATION:

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

1. All statements and recitals set forth in the REASON and RATIONALE Sections of this Resolution, including the terms defined therein, are hereby affirmed and adopted as a part of this Resolution.

2. The Finance Corporation is hereby directed to convey to the Board of Education the portion of Clays Mill Elementary School more particularly described in Exhibit "A" attached hereto and made a part hereof, and in connection therewith the Board of Education does hereby certify to the Finance Corporation that the withdrawal of said portion of Clays Mill Elementary School from the remainder thereof and the conveyance of same to the Board of Education will not adversely affect the security of the remaining bonds of the Finance Corporation's Series 2017A bond issue currently encumbering Clays Mill Elementary School inasmuch as title to that portion of said school upon which improvements were constructed with proceeds from said bond issue remains vested in the Finance Corporation and will continue to be subject to the Contract of Lease and Rent for said bond issue.

3. The Board of Education does hereby approve and accept the deed from the Finance Corporation and in connection therewith, the Chairperson of the Board of Education is hereby authorized and directed to execute for and on behalf of the Board of Education said deed.

4. This resolution shall take effect from and after its passage.

Adopted _____, 2020.

Chairperson, Board of Education of
Fayette County, Kentucky

ATTEST:

Secretary

EXHIBIT "A"

Being all of Parcel 1 containing 0.95 Acres as shown on the Public Acquisition and Consolidation Plat, Southland Park and Clays Mill Elementary, Lexington, Fayette County, Kentucky of record in Plat Cabinet _____, Slide _____, Fayette County Clerk's Office and to which plat reference is hereby made for a more particular description of said property.

Being a part of the same property conveyed to the Fayette County School District Finance Corporation from the Board of Education of Fayette County, Kentucky by deed dated May 23, 2011 and of record in Deed Book 3009, Page 464, Fayette County Clerk's Office.



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

MEETING: Regular

DATE: August 24, 2020

TOPIC: Approval of Memorandums of Understanding with the Lexington-Fayette Urban County Government (LFUCG) for the following:

1. Sale of a Portion of Clays Mill Elementary School (0.95 acres);
2. Granting of a Portion of James Lane Allen Elementary School for a Permanent Sanitary Sewer Easements

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

Recommended Action on: 8/24/2020
Consent Item

Superintendent Prior Approval: No

Recommendation/Motion: Pursuant to 702 KAR 4:090, with regard to the sale of the portion of property at Clays Mill Elementary School, the Board declares this property surplus to the need for the educational program of the District; and with regard to the granting of the easements at James Lane Allen Elementary School, the Board declares that the disposal will not affect the integrity or usefulness of property crucial to the educational needs of the district.

Additionally, the Board authorizes the Superintendent to execute each Memorandum of Understanding (MOU), and all subsequent related documents (except for any applicable deeds which will be executed by the Board Chairperson), upon such terms and conditions as are agreeable to the Superintendent, in order to finalize the transactions set out in each MOU regarding the LFUCG sanitary sewer work as said construction projects affect Clays Mill Elementary and James Lane Allen Elementary Schools. The MOU for Clays Mill Elementary School involves the conveyance of 0.95 acres (41,203 square feet) of fee simple title located at the southwest corner of the site for which FCPS will be paid \$50,000.00. The MOU for James Lane Allen Elementary School involves the conveyance of 12,115.70 square feet of fee simple right of way for a 20 foot wide permanent easement along the east border of the site and an adjoining temporary ten foot wide easement of 10,520.60 square feet for sanitary sewer construction, for all of which FCPS will be paid \$11,000.00.

Background/Rationale: LFUCG is planning improvements to Southland Park-Yuma-Tucson Stormwater Improvement Project adjacent to Clays Mill Elementary, as well as improvements to the Wolf Run Trunk D & E Sanitary Sewer project adjacent to James Lane Allen Elementary. Terms and conditions will be included in each MOU (and subsequent deeds) that will require LFUCG to repair or replace any and all school property damaged. The temporary construction easements are expected to last for approximately 2 months at Clays Mill Elementary and 4 months at James Lane Allen Elementary. The work will be provided at no cost to FCPS. Appraisal reports have been prepared by Bluegrass Valuation Group establishing the total just compensation payable to FCPS to be as set forth above.

Policy: 01.11-Powers and Duties of the Board

AN EQUAL OPPORTUNITY SCHOOL DISTRICT

Board of Education: Stephanie Spires, Chair • Raymond Daniels, Vice Chair • Daryl Love • Christy Morris • Tyler Murphy
Superintendent Emmanuel Caulk

Fiscal Impact:

<u>Item</u>	<u>Amount</u>	<u>Funding Source</u>	<u>Recurring/ Nonrecurring</u>	<u>Measurable Expected Impact and Timeline</u>
Sale of property & granting of easements to LFUCG	N/A	N/A	N/A	To allow LFUCG to make improvements for stormwater and sanitary sewer improvements.

Attachment(s): None

On motion by _____, seconded by _____, the Board: (1) Pursuant to 702 KAR 4:090, with regard to the sale of the portion of property at Clays Mill Elementary School, the Board declared this property surplus to the need for the educational program of the District; (2) with regard to the granting of the easements at James Lane Allen Elementary School, the Board declares that the disposal will not affect the integrity or usefulness of property crucial to the educational needs of the district; and (3) authorized the Superintendent to execute each Memorandum of Understanding (MOU), and all subsequent related documents (except for any applicable deeds) upon such terms and conditions as are agreeable to the Superintendent in order to finalize the transactions for the consideration set forth above for each MOU.

Stephanie Spires, Board Chair

Emmanuel Caulk, Superintendent

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

MEETING: Planning

DATE: 8/10/2020

TOPIC: Policy Change – 03.113

PREPARED BY: Shelley Chatfield

Recommended Action on: 8/10/2020

Action Item for Vote (PLANNING MEETING)

Superintendent Prior Approval: No

**Recommendation/Motion: A motion is in order to approve a policy change to Policy 03.113
“Equal Employment Opportunity.”**

Background/Rationale: 01.11

Policy: 03.113

Fiscal Impact: N/A

Attachments(s): Letter from KBSA & Proposed Changes to 03.113.

AN EQUAL OPPORTUNITY SCHOOL DISTRICT

Board of Education: Stephanie Spires, Chair • Raymond Daniels, Vice Chair • Daryl Love • Christy Morris • Tyler Murphy

Superintendent Emmanuel Caulk

701 East Main Street, Lexington, Kentucky 40502 • Phone: 859.381.4100 • www.fcps.net

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



KSBA

KENTUCKY SCHOOL BOARDS
ASSOCIATION

Ronnie Holmes,
President

Kerri Schelling,
Executive Director

July 28, 2020

Dear Superintendent/Policy Contact:

Enclosed are the new Title IX Sexual Harassment Interim Update policies, related procedures and checklists. Proposed changes reflect new legal requirements.

On May 19, 2020, the United States Department of Education published an extensive new regulatory amendment focusing on Title IX Sexual Harassment. The regulation sets forth specific definitions and requirements covering the Title IX grievance process. **The regulation is effective August 14.** In addition to the grievance process, the regulation requires new training, notices, and record keeping, among other requirements.

Please note the following points:

"Title IX Sexual Harassment" means conduct on the basis of sex that satisfies one or more of the following:

- 1. An employee of the District conditioning the provision of an aid, benefit, or service of the District on an individual's participation in unwelcome sexual conduct (i.e., quid pro quo sexual harassment);**
- 2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the District's education program or activity;**
- 3. "Sexual assault" as defined in 20 U.S.C. 1092(f)(6)(A)(v), "dating violence" as defined in 34 U.S.C. 12291(a)(10), "domestic violence" as defined in 34 U.S.C. 12291(a)(8), or "stalking" as defined in 34 U.S.C. 12291(a)(30).**

Employees who believe or have been made aware that they or any other employee, student, or visitor has been subject to Title IX Sexual Harassment shall report it to the Title IX Coordinator (TIXC).

The update checklist is the only document we need returned to us, unless there are drafts to be modified. Complete the checklist and return to the KSBA Policy Service as soon as possible so that final copies can be returned to you for use during the upcoming school year.

The KSBA Policy Service appreciates the opportunity to serve your District and stands ready to assist the Board with this important task.

Note the approved changes go into effect as of the date of Board approval, unless otherwise noted in your Board meeting minutes.

Sincerely,

Your KSBA Policy Staff

Enclosures

LEGAL: NEW TITLE IX SEXUAL HARASSMENT REGULATIONS (34 C.F.R. § 106.8) GO INTO EFFECT AUGUST 14, 2020 AND REQUIRE NOTICE OF NON-DISCRIMINATION BASED ON SEX.
FINANCIAL IMPLICATIONS: COST OF PROVIDING NOTICE AND TRAINING TO ALL PERSONNEL

PERSONNEL

03.113

- CERTIFIED PERSONNEL -

Equal Employment Opportunity

It is the intent of the Board that equal employment opportunities be provided in full compliance with state and federal legal requirements.

NONDISCRIMINATION

As required by Title IX, the District does not discriminate on the basis of sex regarding admission to the District or in the educational programs or activities operated by the District. Inquiries regarding Title IX Sexual Harassment may be referred to the District Title IX Coordinator (TIXC), the Assistant Secretary for Civil Rights, or both.¹

The Superintendent shall adhere to a policy of equal employment opportunity in all personnel matters. No person shall be subjected to discrimination in regard to employment, retention, promotion, demotion, transfer or dismissal because of race, color, religion, sex, genetic information, national or ethnic origin, political affiliation, age, disabling condition, or limitations related to pregnancy, childbirth, or related medical conditions.²⁴ In addition, the District does not discriminate on the basis of sexual orientation or gender identity.

INDIVIDUALS WITH DISABILITIES

No qualified person with a disability, as defined by law, shall, on the basis of the disability, be subject to discrimination in employment.³²

District employment practices shall be in accordance with the Board-approved policies and District procedures addressing requirements of the Americans with Disabilities Act and Section 504 of the Rehabilitation Act of 1973.

No human immunodeficiency virus (HIV) related test shall be required as a condition of hiring, promotion, or continued employment, unless the absence of HIV infection is a bona fide occupational qualification for the job in question as defined in KRS 207.135.

If considerations of sex, age or disability have a bona fide relationship to the unique requirements of a particular job or if there are applicable statutory or federal or state regulatory requirements, then sex, age or disability may be taken into account as a bona fide occupational qualification, provided such consideration is consistent with governing law.

REASONABLE ACCOMMODATION

Employees who have a long-term or permanent disability may request the District to provide reasonable accommodations necessary for them to perform the essential duties of the position. Medical information obtained as part of an employee request shall be confidential.⁴³

If assistive technology is deemed necessary for an employee, every effort will be made to obtain that technology in a timely fashion.

The District shall engage in a timely, good faith and interactive process to determine reasonable accommodations for an employee's limitations related to pregnancy, childbirth, or related medical conditions. Reasonable accommodation shall be provided as required by law.

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Equal Employment Opportunity**ADVISING EMPLOYEES**

The Superintendent shall inform all school employees of the provisions of this policy.¹

REFERENCES:

¹[34 C.F.R. § 106.8](#)

²⁴KRS 161.164; KRS Chapter 344; 42 U.S.C. 2000e, Civil Rights Act of 1964, Title VII

³²29 U.S.C.A. 794

⁴³29 U.S.C. section 1630.14

KRS 207.135

34 C.F.R. 104.3 - 104.14

42 C.F.R. 2000e-2; 42 C.F.R. 2000(k)

Americans with Disabilities Act

Kentucky Education Technology System (KETS)

Section 504 of the Rehabilitation Act of 1973

Title IX of the Education Amendments of 1972

Revised Sexual Harassment Guidance: Harassment of Students by School Employees,
Other Students, or Third Parties, Title IX

Genetic Information Nondiscrimination Act of 2008

Oncale v. Sundowner Offshores Service, Inc. (U.S.S.Ct.)

RELATED POLICIES:

03.133; [03.1621](#); [03.212](#); [03.2621](#); 05.11

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LEGAL: NEW POLICY MANDATED BY AMENDMENTS TO TITLE IX REGULATION DEFINES “TITLE IX SEXUAL HARASSMENT” TO INCLUDE SERIOUS MISCONDUCT”; INCLUDES OTHER KEY DEFINITIONS; REQUIRES DISCUSSION/IMPLEMENTATION OF SUPPORTIVE MEASURES WHETHER OR NOT A “FORMAL COMPLAINT” IS FILED; REQUIRES GRIEVANCE PROCEDURES; CONFIRMS GENERAL PARENT RIGHTS TO ACT ON BEHALF OF STUDENTS; ADDRESSES CONFLICT OF INTEREST STANDARDS FOR MULTIPLE REQUIRED DISTRICT ACTORS AT INVESTIGATIVE, DECISION-MAKING, AND APPELLATE STAGES; AND ALSO COVERS: CONFIDENTIALITY, EVIDENCE RULES, REQUIRED EMPLOYEE REPORTING, AND RETALIATION.
FINANCIAL IMPLICATIONS: COST OF PROVIDING NOTICE AND TRAINING TO ALL PERSONNEL

PERSONNEL

03.1621

- CERTIFIED PERSONNEL -

Title IX Sexual Harassment

INTRODUCTION AND SCOPE

A United States Department of Education regulation published on May 19, 2020 defines sexual harassment for purposes of Title IX (sometimes referred to in policy and procedure as “Title IX Sexual Harassment”). In addition to numerous other matters, the regulation sets forth grievance procedure requirements that apply (including the initiation of a “formal complaint”) before there is a determination that an employee is responsible for Title IX Sexual Harassment. The applicable definition of sexual harassment describes serious sexual misconduct. If the alleged actions that are the subject of a formal complaint do not descend to the level of conduct described in the definition of Title IX Sexual Harassment; do not take place in a “program or activity” of the school District within the meaning of Title IX; or do not take place in the United States, the formal complaint must be dismissed.

Such a dismissal does not mean that the alleged offending party cannot be the subject of investigation or discipline on grounds other than “Title IX Sexual Harassment” as addressed in Board policy or law, including conduct allegedly constituting sexual harassment or other sexual misconduct that does fall within the definition of “Title IX Sexual Harassment.”¹

PROHIBITION

Title IX Sexual Harassment in educational programs or activities of the District is prohibited.

GRIEVANCE PROCEDURE

The District shall provide a Title IX Sexual Harassment grievance procedure that treats complainants and respondents equitably as required by Federal Regulation.²

DEFINITIONS

TITLE IX SEXUAL HARASSMENT

“Title IX Sexual Harassment” means conduct on the basis of sex that satisfies one or more of the following:

- 1) An employee of the District conditioning the provision of an aid, benefit, or service of the District on an individual’s participation in unwelcome sexual conduct (i.e., quid pro quo sexual harassment);
- 2) Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the District’s education program or activity;

Title IX Sexual Harassment**DEFINITIONS (CONTINUED)****TITLE IX SEXUAL HARASSMENT (CONTINUED)**

- 3) “Sexual assault” as defined in 20 U.S.C. 1092(f)(6)(A)(v), “dating violence” as defined in 34 U.S.C. 12291(a)(10), “domestic violence” as defined in 34 U.S.C. 12291(a)(8), or “stalking” as defined in 34 U.S.C. 12291(a)(30). For purposes of this definition, “sexual assault” means an offense that meets the definition of rape, fondling, incest, or statutory rape as used in the FBI’s Uniform Crime Reporting system. A sex offense is an act directed against another person, without the consent of the second person, including instances where the second person is incapable of giving consent.³

The term “dating violence” means violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim and where the existence of such a relationship shall be based on the following factors: the length of the relationship, the type of relationship, and the frequency of interaction between the persons involved in the relationship.

The term “domestic violence” includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person’s acts under the domestic or family violence laws of the jurisdiction.

The term “stalking” means engaging in a course of conduct directed at a specific person that would cause a reasonable person to fear for the person’s safety or the safety of others; or suffer substantial emotional distress.

Consent

“Consent” means a voluntary expression of willingness, permission, or agreement to engage in sexual activity throughout a sexual encounter. Consent cannot be granted by an individual: who is less than the statutory age of consent under Kentucky criminal law, has a mental or physical condition or incapacity that prevents the giving of consent; or from whom ostensible “consent” is extracted through threat, coercion, or forcible compulsion.

Complainant

“Complainant” means an individual who is alleged to be the victim of conduct that could constitute sexual harassment. This applies to such individual even if no formal complaint is filed. Only a complainant who is participating or attempting to participate in the District’s educational programs or activities may file a formal complaint.

Respondent

“Respondent” means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment. This applies to such individual even if no formal complaint is filed. Only a person in his or her individual capacity is subject to a Title IX investigation.

Title IX Sexual Harassment

DEFINITIONS (CONTINUED)

Title IX Coordinator (TIXC)

The TIXC is the individual or individuals designated and authorized to coordinate District Title IX programs. The TIXC is expected to engage in activities intended to provide a fair and neutral process for all parties, including implementation of supportive measures and remedies where appropriate. The District may use co-coordinators and/or deputy coordinators.

Formal Complaint

“Formal complaint” means a document filed by a complainant or signed by the TIXC alleging sexual harassment against a respondent and requesting that the District investigate the allegation of sexual harassment. A formal complaint may be filed with the TIXC in person, by mail, or by electronic mail, by using the contact information provided by the District. The complaint document may be physical or electronic, shall contain the complainant’s physical or digital signature, or otherwise indicate that the complainant is the person filing the formal complaint. Where the TIXC signs a formal complaint, the TIXC is not “the complainant” or otherwise considered a party, but is to comply with applicable procedures.

Supportive Measures

“Supportive measures” mean nondisciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services mutual restrictions on contact between the parties, unilateral restrictions on contact that are not unreasonably burdensome on a respondent, changes in work or housing locations, authorized leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures. Supportive measures shall be confidential, to the extent that maintaining such confidentiality would not impair the ability of the District to provide the supportive measures. The TIXC is responsible for coordinating the effective implementation of supportive measures.

Education Program or Activity

“Education program or activity” means District operations and includes locations, events, or circumstances over which the District exercises substantial control over both the respondent and the context in which the sexual harassment occurs.

Preponderance of the Evidence

“Preponderance of evidence” means evidence that is of greater weight or more convincing that an asserted fact or facts occurred than evidence in opposition to such facts. It is evidence which as a whole shows that an assertion to be proven is more likely than not.

Title IX Sexual Harassment

REGULATION AND POLICY DOES NOT AFFECT PARENT RIGHTS

Absent a court order or other legal requirement to the contrary, a parent or guardian is authorized to act on behalf of a minor student regarding decision-making and the exercise of rights under the Title IX Sexual Harassment policy and procedure, including the opportunity to accompany a minor student to meetings and interviews.

SEGREGATION OF FUNCTIONS / CONFLICT OF INTEREST

The TIXC, investigator, decisionmaker(s), and any informal resolution facilitator shall not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. These individuals are to serve impartially without prejudgment of the facts at issue. The investigative, initial decision-making, appellate decision-making, and resolution functions must be performed by different trained individuals, who may be District employees or contractors.

CONFIDENTIALITY

With respect to its administration of Title IX Sexual Harassment policies and corresponding procedures, the District must keep confidential the identity of any individual who has made a report or complaint of sex discrimination, including any individual who has made a report or filed a formal complaint of sexual harassment, any complainant, any individual who has been reported to be the perpetrator of sex discrimination, any respondent, and any witness, except as may be permitted under FERPA⁵, required by law, or to carry out Title IX purposes, including the conduct of any investigation, hearing or Title IX judicial proceedings.

Investigative evidence directly related to the allegations of a formal complaint gathered by the District is subject to inspection and review by the parties but is not to be disseminated to the public. The United States Department of Education rule commentary provides that under the applicable FERPA definition of "education records" a parent of a complainant or respondent or (eligible student) has a right to inspect and review any witness statement that is directly related to the student, even if that statement contains information that is also directly related to another student, if the information cannot be segregated or redacted without destroying its meaning.⁴

EMPLOYEES SHALL REPORT

Employees who believe or have been made aware that they or any other employee, student, or visitor has been subject to Title IX Sexual Harassment shall report it to the TIXC. Failure to make such a report shall be grounds for discipline up to and including termination. If the knowledge of the reporting party gives rise to reasonable cause to believe that the reported conduct constitutes child abuse Policy 09.227 or a reportable criminal offense Policy 09.221, notification of state officials shall be made as required by law.⁶

FALSE REPORTS PROHIBITED

Employees or students who intentionally make false reports related to the District's administration of this policy and the corresponding procedures, are subject to disciplinary sanctions under applicable District policy, law, or the Code of Acceptable Behavior and Discipline.

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Title IX Sexual Harassment

RELATED EVIDENCE RULES SUMMARY

The following rules apply to the District investigation and grievance process under the Title IX Sexual Harassment regulation:

- a) The District shall not require, allow, rely upon, or otherwise use questions or evidence that constitutes or seeks disclosure of information protected under a legally recognized privilege unless the person holding such privilege has waived the privilege.
- b) The District cannot access, consider, disclose, or otherwise use a party's records made or maintained in connection with provision of treatment to the party by medical or mental health professionals or paraprofessionals unless the District obtains written consent from the party.
- c) Questions and evidence about the complainant's sexual predisposition or prior behavior are not relevant unless such questions and evidence are offered to prove that someone other than the respondent committed the conduct or, such questions or evidence are offered to prove consent.

RETALIATION PROHIBITED

No District or other person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX, or because the individual has made a report or complaint, testified, assisted, or participated or refused to participate in any Title IX investigation, proceeding, or hearing.

REFERENCES:

²34 C.F.R. § 106.45

³KRS 510.020

⁴85 Fed. Reg. 30433 (May 19, 2020)

Americans with Disabilities Act (42 U.S.C. §12101 et seq., as amended; 28 C.F.R. § 35.107)

Section 504 of the Rehabilitation Act of 1973 (Section 504) (29 U.S.C. § 794 et seq., as amended; 34 C.F.R. § 104.7)

Title IX of the Education Amendments of 1972 (20 USC § 1681, et seq.); 34 C.F.R. Part 106

Clery Act (20 U.S.C. §1092(f)(6)(A)(v))

Violence Against Women Act (34 U.S.C. § 1092(f)(6)(A)(v))

34 U.S.C. § 12291(a)(10)

34 U.S.C. §12291(a)(3)

34 U.S.C. §12291(a)(8)

RELATED POLICIES:

¹03.162; 03.262; 09.42811

⁵09.14

⁶09.227; 09.2211

03.2621; 09.428111

LEGAL: NEW TITLE IX SEXUAL HARASSMENT REGULATIONS (34 C.F.R. § 106.8) GO INTO EFFECT AUGUST 14, 2020 AND REQUIRE NOTICE OF NON-DISCRIMINATION BASED ON SEX.

FINANCIAL IMPLICATIONS: COST OF PROVIDING NOTICE AND TRAINING TO ALL PERSONNEL

PERSONNEL

03.212

- CLASSIFIED PERSONNEL

Equal Employment Opportunity

It is the intent of the Board that equal employment opportunities be provided in full compliance with state and federal legal requirements.

NONDISCRIMINATION

As required by Title IX, the District does not discriminate on the basis of sex regarding admission to the District or in the educational programs or activities operated by the District. Inquiries regarding Title IX Sexual Harassment may be referred to the District Title IX Coordinator (TIXC), the Assistant Secretary for Civil Rights, or both.¹

The Superintendent shall adhere to a policy of equal employment opportunity in all personnel matters. No person shall be subjected to discrimination in regard to employment, retention, promotion, demotion, transfer or dismissal because of race, color, religion, sex, genetic information, national or ethnic origin, political affiliation, age, disabling condition, or limitations related to pregnancy, childbirth, or related medical conditions.²⁴ In addition, the District does not discriminate on the basis of sexual orientation or gender identity.

INDIVIDUALS WITH DISABILITIES

No qualified person with a disability, as defined by law, shall, on the basis of the disability, be subject to discrimination in employment.³²

District employment practices shall be in accordance with the Board-approved policies and District procedures addressing requirements of the Americans with Disabilities Act and Section 504 of the Rehabilitation Act of 1973.

No human immunodeficiency virus (HIV) related test shall be required as a condition of hiring, promotion, or continued employment, unless the absence of HIV infection is a bona fide occupational qualification for the job in question as defined in KRS 207.135.

If considerations of sex, age or disability have a bona fide relationship to the unique requirements of a particular job or if there are applicable statutory or federal or state regulatory requirements, then sex, age or disability may be taken into account as a bona fide occupational qualification, provided such consideration is consistent with governing law.

REASONABLE ACCOMMODATION

Employees who have a long-term or permanent disability may request the District to provide reasonable accommodations necessary for them to perform the essential duties of the position. If assistive technology is deemed necessary for an employee, every effort will be made to obtain that technology in a timely fashion. Medical information obtained as part of an employee request shall be confidential.⁴³

The District shall engage in a timely, good faith and interactive process to determine reasonable accommodations for an employee's limitations related to pregnancy, childbirth, or related medical conditions. Reasonable accommodation shall be provided as required by law.

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Equal Employment Opportunity**ADVISING EMPLOYEES**

The Superintendent shall inform all school employees of the provisions of this policy.¹

REFERENCES:

¹[34 C.F.R. § 106.8](#)

²[KRS 161.164](#); KRS Chapter 344; 42 U.S.C. 2000e, Civil Rights Act of 1964, Title VII

³[29 U.S.C.A. 794](#)

⁴[29 U.S.C. section 1630.14](#)

KRS 207.135

34 C.F.R. 104.3 - 104.14

42 C.F.R. 2000e-2; 42 C.F.R. 2000(k)

Americans with Disabilities Act

Kentucky Education Technology System (KETS)

Section 504 of the Rehabilitation Act of 1973

Title IX of the Education Amendments of 1972

Genetic Information Nondiscrimination Act of 2008

Revised Sexual Harassment Guidance: Harassment of Students by School Employees, Other Students, or Third Parties, Title IX

Oncale v. Sundowner Offshores Service, Inc. (U.S.S.Ct.)

RELATED POLICIES:

[03.113](#); [03.1621](#); 03.233; [03.2621](#); 05.11

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LEGAL: NEW POLICY MANDATED BY AMENDMENTS TO TITLE IX REGULATION DEFINES “TITLE IX SEXUAL HARASSMENT” TO INCLUDE SERIOUS MISCONDUCT”; INCLUDES OTHER KEY DEFINITIONS; REQUIRES DISCUSSION/IMPLEMENTATION OF SUPPORTIVE MEASURES WHETHER OR NOT A “FORMAL COMPLAINT” IS FILED; REQUIRES GRIEVANCE PROCEDURES; CONFIRMS GENERAL PARENT RIGHTS TO ACT ON BEHALF OF STUDENTS; ADDRESSES CONFLICT OF INTEREST STANDARDS FOR MULTIPLE REQUIRED DISTRICT ACTORS AT INVESTIGATIVE, DECISION-MAKING, AND APPELLATE STAGES; AND ALSO COVERS: CONFIDENTIALITY, EVIDENCE RULES, REQUIRED EMPLOYEE REPORTING, AND RETALIATION.
FINANCIAL IMPLICATIONS: COST OF PROVIDING NOTICE AND TRAINING TO ALL PERSONNEL

PERSONNEL

03.2621

- CLASSIFIED PERSONNEL -

Title IX Sexual Harassment

INTRODUCTION AND SCOPE

A United States Department of Education regulation published on May 19, 2020 defines sexual harassment for purposes of Title IX (sometimes referred to in policy and procedure as “Title IX Sexual Harassment”). In addition to numerous other matters, the regulation sets forth grievance procedure requirements that apply (including the initiation of a “formal complaint”) before there is a determination that an employee is responsible for Title IX Sexual Harassment. The applicable definition of sexual harassment describes serious sexual misconduct. If the alleged actions that are the subject of a formal complaint do not descend to the level of conduct described in the definition of Title IX Sexual Harassment; do not take place in a “program or activity” of the school District within the meaning of Title IX; or do not take place in the United States, the formal complaint must be dismissed.

Such a dismissal does not mean that the alleged offending party cannot be the subject of investigation or discipline on grounds other than “Title IX Sexual Harassment” as addressed in Board policy or law, including conduct allegedly constituting sexual harassment or other sexual misconduct that does fall within the definition of “Title IX Sexual Harassment.”¹

PROHIBITION

Title IX Sexual Harassment in educational programs or activities of the District is prohibited.

GRIEVANCE PROCEDURE

The District shall provide a Title IX Sexual Harassment grievance procedure that treats complainants and respondents equitably as required by Federal Regulation.²

DEFINITIONS

TITLE IX SEXUAL HARASSMENT

“Title IX Sexual Harassment” means conduct on the basis of sex that satisfies one or more of the following:

- 4) An employee of the District conditioning the provision of an aid, benefit, or service of the District on an individual’s participation in unwelcome sexual conduct (i.e., quid pro quo sexual harassment);
- 5) Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the District’s education program or activity;

Title IX Sexual Harassment

DEFINITIONS (CONTINUED)

TITLE IX SEXUAL HARASSMENT (CONTINUED)

- 6) “Sexual assault” as defined in 20 U.S.C. 1092(f)(6)(A)(v), “dating violence” as defined in 34 U.S.C. 12291(a)(10), “domestic violence” as defined in 34 U.S.C. 12291(a)(8), or “stalking” as defined in 34 U.S.C. 12291(a)(30). For purposes of this definition, “sexual assault” means an offense that meets the definition of rape, fondling, incest, or statutory rape as used in the FBI’s Uniform Crime Reporting system. A sex offense is an act directed against another person, without the consent of the second person, including instances where the second person is incapable of giving consent.³

The term “dating violence” means violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim and where the existence of such a relationship shall be based on the following factors: the length of the relationship, the type of relationship, and the frequency of interaction between the persons involved in the relationship.

The term “domestic violence” includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person’s acts under the domestic or family violence laws of the jurisdiction.

The term “stalking” means engaging in a course of conduct directed at a specific person that would cause a reasonable person to fear for the person’s safety or the safety of others; or suffer substantial emotional distress.

Consent

“Consent” means a voluntary expression of willingness, permission, or agreement to engage in sexual activity throughout a sexual encounter. Consent cannot be granted by an individual: who is less than the statutory age of consent under Kentucky criminal law, has a mental or physical condition or incapacity that prevents the giving of consent; or from whom ostensible “consent” is extracted through threat, coercion, or forcible compulsion.

Complainant

“Complainant” means an individual who is alleged to be the victim of conduct that could constitute sexual harassment. This applies to such individual even if no formal complaint is filed. Only a complainant who is participating or attempting to participate in the District’s educational programs or activities may file a formal complaint.

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Title IX Sexual Harassment**DEFINITIONS (CONTINUED)****Respondent**

“Respondent” means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment. This applies to such individual even if no formal complaint is filed. Only a person in his or her individual capacity is subject to a Title IX investigation.

Title IX Coordinator (TIXC)

The TIXC is the individual or individuals designated and authorized to coordinate District Title IX programs. The TIXC is expected to engage in activities intended to provide a fair and neutral process for all parties, including implementation of supportive measures and remedies where appropriate. The District may use co-coordinators and/or deputy coordinators.

Formal Complaint

“Formal complaint” means a document filed by a complainant or signed by the TIXC alleging sexual harassment against a respondent and requesting that the District investigate the allegation of sexual harassment. A formal complaint may be filed with the TIXC in person, by mail, or by electronic mail, by using the contact information provided by the District. The complaint document may be physical or electronic, shall contain the complainant’s physical or digital signature, or otherwise indicate that the complainant is the person filing the formal complaint. Where the TIXC signs a formal complaint, the TIXC is not “the complainant” or otherwise considered a party, but is to comply with applicable procedures.

Supportive Measures

“Supportive measures” mean nondisciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, unilateral restrictions on contact that are not unreasonably burdensome on a respondent, changes in work or housing locations, authorized leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures. Supportive measures shall be confidential, to the extent that maintaining such confidentiality would not impair the ability of the District to provide the supportive measures. The TIXC is responsible for coordinating the effective implementation of supportive measures.

Education Program or Activity

“Education program or activity” means District operations and includes locations, events, or circumstances over which the District exercises substantial control over both the respondent and the context in which the sexual harassment occurs.

Title IX Sexual Harassment

Preponderance of the Evidence

“Preponderance of evidence” means evidence that is of greater weight or more convincing than an asserted fact or facts occurred than evidence in opposition to such facts. It is evidence which as a whole shows that an assertion to be proven is more likely than not.

REGULATION AND POLICY DOES NOT AFFECT PARENT RIGHTS

Absent a court order or other legal requirement to the contrary, a parent or guardian is authorized to act on behalf of a minor student regarding decision-making and the exercise of rights under the Title IX Sexual Harassment policy and procedure, including the opportunity to accompany a minor student to meetings and interviews.

SEGREGATION OF FUNCTIONS / CONFLICT OF INTEREST

The TIXC, investigator, decisionmaker(s), and any informal resolution facilitator shall not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. These individuals are to serve impartially without prejudgment of the facts at issue. The investigative, initial decision-making, appellate decision-making, and resolution functions must be performed by different trained individuals, who may be District employees or contractors.

CONFIDENTIALITY

With respect to its administration of Title IX Sexual Harassment policies and corresponding procedures, the District must keep confidential the identity of any individual who has made a report or complaint of sex discrimination, including any individual who has made a report or filed a formal complaint of sexual harassment, any complainant, any individual who has been reported to be the perpetrator of sex discrimination, any respondent, and any witness, except as may be permitted under FERPA³, required by law, or to carry out Title IX purposes, including the conduct of any investigation, hearing or Title IX judicial proceedings.

Investigative evidence directly related to the allegations of a formal complaint gathered by the District is subject to inspection and review by the parties but is not to be disseminated to the public. The United States Department of Education rule commentary provides that under the applicable FERPA definition of “education records” a parent of a complainant or respondent or (eligible student) has a right to inspect and review any witness statement that is directly related to the student, even if that statement contains information that is also directly related to another student, if the information cannot be segregated or redacted without destroying its meaning.⁴

EMPLOYEES SHALL REPORT

Employees who believe or have been made aware that they or any other employee, student, or visitor has been subject to Title IX Sexual Harassment shall report it to the TIXC. Failure to make such a report shall be grounds for discipline up to and including termination. If the knowledge of the reporting party gives rise to reasonable cause to believe that the reported conduct constitutes child abuse Policy 09.227 or a reportable criminal offense Policy 09.221, notification of state officials shall be made as required by law.⁶

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Title IX Sexual Harassment

FALSE REPORTS PROHIBITED

Employees or students who intentionally make false reports related to the District's administration of this policy and the corresponding procedures, are subject to disciplinary sanctions under applicable District policy, law, or the Code of Acceptable Behavior and Discipline, as applicable.

RELATED EVIDENCE RULES SUMMARY

The following rules apply to the District investigation and grievance process under the Title IX Sexual Harassment regulation:

- d) The District shall not require, allow, rely upon, or otherwise use questions or evidence that constitutes or seeks disclosure of information protected under a legally recognized privilege unless the person holding such privilege has waived the privilege.
- e) The District cannot access, consider, disclose, or otherwise use a party's records made or maintained in connection with provision of treatment to the party by medical or mental health professionals or paraprofessionals unless the District obtains written consent from the party.
- f) Questions and evidence about the complainant's sexual predisposition or prior behavior are not relevant unless such questions and evidence are offered to prove that someone other than the respondent committed the conduct or, such questions or evidence are offered to prove consent.

RETALIATION PROHIBITED

No District or other person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX, or because the individual has made a report or complaint, testified, assisted, or participated or refused to participate in any Title IX investigation, proceeding, or hearing.

REFERENCES:

²34 C.F.R. § 106.45

³KRS 510.020

⁴85 Fed. Reg. 30433 (May 19, 2020)

Americans with Disabilities Act (42 U.S.C. §12101 et seq., as amended; 28 C.F.R. § 35.107)

Section 504 of the Rehabilitation Act of 1973 (Section 504) (29 U.S.C. § 794 et seq., as amended; 34 C.F.R. § 104.7)

Title IX of the Education Amendments of 1972 (20 USC § 1681, et seq.); 34 C.F.R. Part 106

Clery Act (20 U.S.C. §1092(f)(6)(A)(v))

Violence Against Women Act (34 U.S.C. § 1092(f)(6)(A)(v))

34 U.S.C. § 12291(a)(10)

34 U.S.C. §12291(a)(3)

34 U.S.C. §12291(a)(8)

PERSONNEL 03.2621

(CONTINUED)

Title IX Sexual Harassment

RELATED POLICIES:

¹03.162; 03.262; 09.42811

⁵09.14

⁶09.227; 09.2211

03.1621; 09.428111

LEGAL: NEW TITLE IX SEXUAL HARASSMENT REGULATIONS (34 C.F.R. § 106.8) GO INTO EFFECT AUGUST 14, 2020 AND REQUIRE NOTICE OF NON-DISCRIMINATION BASED ON SEX.

FINANCIAL IMPLICATIONS: COST OF PROVIDING NOTICE AND TRAINING TO ALL PERSONNEL

STUDENTS

09.13

Equal Educational Opportunities

It is the intent of the Board that equal educational opportunities be provided in full compliance with state and federal legal requirements.

DISCRIMINATION PROHIBITED

As required by Title IX, the District does not discriminate on the basis of sex regarding admission to the District or in the educational programs or activities operated by the District. Inquiries regarding Title IX Sexual Harassment may be referred to the District Title IX Coordinator (TIXC), the Assistant Secretary for Civil Rights, or both.¹

No pupil shall be discriminated against because of race, color, national or ethnic origin, age, religion, sex, political affiliation, veteran status, or disability²⁺. In addition, the District does not discriminate on the basis of sexual orientation or gender identity.

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STUDENTS WITH DISABILITIES

The District shall provide a free, appropriate public education to each qualified student with a disability, as defined by law, within its jurisdiction.

The District shall operate its programs in accordance with the policies and District procedures addressing requirements of the Americans with Disabilities Act and Section 504 of the Rehabilitation Act of 1973.

Parents of students who have a temporary or permanent disability may request the District to provide appropriate accommodations necessary for them to participate in instructional and extracurricular activities, as required by law. Students who are at least eighteen (18) years of age may submit their own requests.

Permanent alterations of buildings and grounds shall be made in compliance with Policy 05.11.

STUDENT RELIGIOUS ACTIVITIES OR POLITICAL EXPRESSION

The District shall observe the rights of students to voluntarily engage in religious activities. Students may express religious or political viewpoints while at school to the same extent and under the same circumstances as other permitted activities or expression. Consistent with the Constitutions of the United States and the Commonwealth of Kentucky and law, students shall be permitted to engage in these activities and express these viewpoints, provided they do not:

1. Infringe on the rights of the school to:
 - a. Maintain order and discipline;
 - b. Prevent disruption of the educational process; and
 - c. Determine education curriculum;
2. Harass other persons or coerce other persons to participate in the activity; or
3. Otherwise infringe on the rights of other persons.

STUDENTS

09.13
(CONTINUED)

Equal Educational Opportunities

STUDENT RELIGIOUS ACTIVITIES OR POLITICAL EXPRESSION (CONTINUED)

Student complaints concerning possible violations of their religious rights shall be addressed in keeping with legal requirements. Their complaints shall be directed to the Principal, who shall investigate and take appropriate action within thirty (30) days of receipt of the written notification.

REFERENCES:

¹[34 C.F.R. § 106.8](#)

²Bd. of Educ., etc. v. Rowley 102 S.Ct. 3034 (1982)

District special education policy and procedures manual

District 504 procedures

KRS 157.200; KRS 157.224; KRS 157.230

KRS 157.350; KRS 158.183; KRS 160.295

Age Discrimination Act of 1975

Section 504 of Rehabilitation Act of 1973

Title VI of the Civil Rights Act of 1964

Title IX of the Education Amendments of 1972

Revised Sexual Harassment Guidance: Harassment of Students by School Employees, Other Students, or Third Parties, Title IX

Vietnam Era Veterans Readjustment Assistance Act of 1974

Equal Education Opportunities Act of 1974

Americans with Disabilities Act (ADA)

Kentucky Education Technology System (KETS)

28 C.F.R. Section 35.101 et seq.

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RELATED POLICIES:

03.113; [03.1621](#); 03.212; [03.2621](#); 05.11; 08.131; 09.3211; [09.428111](#)

LEGAL: NEW POLICY MANDATED BY AMENDMENTS TO TITLE IX REGULATION DEFINES “TITLE IX SEXUAL HARASSMENT” TO INCLUDE SERIOUS MISCONDUCT”; INCLUDES OTHER KEY DEFINITIONS; REQUIRES DISCUSSION/IMPLEMENTATION OF SUPPORTIVE MEASURES WHETHER OR NOT A “FORMAL COMPLAINT” IS FILED; REQUIRES GRIEVANCE PROCEDURES; CONFIRMS GENERAL PARENT RIGHTS TO ACT ON BEHALF OF STUDENTS; ADDRESSES CONFLICT OF INTEREST STANDARDS FOR MULTIPLE REQUIRED DISTRICT ACTORS AT INVESTIGATIVE, DECISION-MAKING, AND APPELLATE STAGES; AND ALSO COVERS: CONFIDENTIALITY, EVIDENCE RULES, REQUIRED EMPLOYEE REPORTING, AND RETALIATION.
FINANCIAL IMPLICATIONS: COST OF PROVIDING NOTICE AND TRAINING TO ALL PERSONNEL

STUDENTS

09.428111

Title IX Sexual Harassment

INTRODUCTION AND SCOPE

A United States Department of Education regulation published on May 19, 2020 defines sexual harassment for purposes of Title IX (sometimes referred to in policy and procedure as “Title IX Sexual Harassment”). In addition to numerous other matters, the regulation sets forth grievance procedure requirements that apply (including the initiation of a “formal complaint”) before there is a determination that a student is responsible for Title IX Sexual Harassment. The applicable definition of sexual harassment describes serious sexual misconduct. If the alleged actions that are the subject of a formal complaint do not descend to the level of conduct described in the definition of Title IX Sexual Harassment; do not take place in a “program or activity” of the school District within the meaning of Title IX; or do not take place in the United States, the formal complaint must be dismissed.

Such a dismissal does not mean that the alleged offending party cannot be the subject of investigation or discipline on grounds other than “Title IX Sexual Harassment” as addressed in Board policy or law, including conduct allegedly constituting sexual harassment or other sexual misconduct that does fall within the definition of “Title IX Sexual Harassment.”¹

PROHIBITION

Title IX Sexual Harassment in educational programs or activities of the District is prohibited.

GRIEVANCE PROCEDURE

The District shall provide a Title IX Sexual Harassment grievance procedure that treats complainants and respondents equitably as required by Federal Regulation.²

DEFINITIONS

Title IX Sexual Harassment

“Title IX Sexual Harassment” means conduct on the basis of sex that satisfies one or more of the following:

- 1) An employee of the District conditioning the provision of an aid, benefit, or service of the District on an individual’s participation in unwelcome sexual conduct (i.e., quid pro quo sexual harassment);
- 2) Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the District’s education program or activity;

Title IX Sexual Harassment**DEFINITIONS (CONTINUED)****Title IX Sexual Harassment (continued)**

- 3) “Sexual assault” as defined in 20 U.S.C. 1092(f)(6)(A)(v), “dating violence” as defined in 34 U.S.C. 12291(a)(10), “domestic violence” as defined in 34 U.S.C. 12291(a)(8), or “stalking” as defined in 34 U.S.C. 12291(a)(30). For purposes of this definition, “sexual assault” means an offense that meets the definition of rape, fondling, incest, or statutory rape as used in the FBI’s Uniform Crime Reporting system. A sex offense is an act directed against another person, without the consent of the second person, including instances where the second person is incapable of giving consent.³

The term “dating violence” means violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim and where the existence of such a relationship shall be based on the following factors: the length of the relationship, the type of relationship, and the frequency of interaction between the persons involved in the relationship.

The term “domestic violence” includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person’s acts under the domestic or family violence laws of the jurisdiction.

The term “stalking” means engaging in a course of conduct directed at a specific person that would cause a reasonable person to fear for the person’s safety or the safety of others; or suffer substantial emotional distress.

Consent

“Consent” means a voluntary expression of willingness, permission, or agreement to engage in sexual activity throughout a sexual encounter. Consent cannot be granted by an individual: who is less than the statutory age of consent under Kentucky criminal law, has a mental or physical condition or incapacity that prevents the giving of consent; or from whom ostensible “consent” is extracted through threat, coercion, or forcible compulsion.

Complainant

“Complainant” means an individual who is alleged to be the victim of conduct that could constitute sexual harassment. This applies to such individual even if no formal complaint is filed. Only a complainant who is participating or attempting to participate in the District’s educational programs or activities may file a formal complaint.

Respondent

“Respondent” means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment. This applies to such individual even if no formal complaint is filed. Only a person in his or her individual capacity is subject to a Title IX investigation.

Title IX Sexual Harassment**Title IX Coordinator (TIXC)**

The TIXC is the individual or individuals designated and authorized to coordinate District Title IX programs. The TIXC is expected to engage in activities intended to provide a fair and neutral process for all parties, including implementation of supportive measures and remedies where appropriate. The District may use co-coordinators and/or deputy coordinators.

Formal Complaint

“Formal complaint” means a document filed by a complainant or signed by the TIXC alleging sexual harassment against a respondent and requesting that the District investigate the allegation of sexual harassment. A formal complaint may be filed with the TIXC in person, by mail, or by electronic mail, by using the contact information provided by the District. The complaint document may be physical or electronic, shall contain the complainant’s physical or digital signature, or otherwise indicate that the complainant is the person filing the formal complaint. Where the TIXC signs a formal complaint, the TIXC is not “the complainant” or otherwise considered a party, but is to comply with applicable procedures.

Supportive Measures

“Supportive measures” mean nondisciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, unilateral restrictions on contact that are not unreasonably burdensome on a respondent, changes in work or housing locations, increased security and monitoring of certain areas of the campus, and other similar measures. Supportive measures shall be confidential, to the extent that maintaining such confidentiality would not impair the ability of the District to provide the supportive measures. The TIXC is responsible for coordinating the effective implementation of supportive measures.

Education Program or Activity

“Education program or activity” means District operations and includes locations, events, or circumstances over which the District exercises substantial control over both the respondent and the context in which the sexual harassment occurs.

Preponderance of the Evidence

“Preponderance of evidence” means evidence that is of greater weight or more convincing than an asserted fact or facts occurred than evidence in opposition to such facts. It is evidence which as a whole shows that an assertion to be proven is more likely than not.

Title IX Sexual Harassment

REGULATION AND POLICY DOES NOT AFFECT PARENT RIGHTS

Absent a court order or other legal requirement to the contrary, a parent or guardian is authorized to act on behalf of a minor student regarding decision-making and the exercise of rights under the Title IX Sexual Harassment policy and procedure, including the opportunity to accompany a minor student to meetings and interviews.

SEGREGATION OF FUNCTIONS / CONFLICT OF INTEREST

The TIXC, investigator, decisionmaker(s), and any informal resolution facilitator shall not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. These individuals are to serve impartially without prejudgment of the facts at issue. The investigative, initial decision-making, appellate decision-making, and resolution functions must be performed by different trained individuals, who may be District employees or contractors.

CONFIDENTIALITY

With respect to its administration of Title IX Sexual Harassment policies and corresponding procedures, the District must keep confidential the identity of any individual who has made a report or complaint of sex discrimination, including any individual who has made a report or filed a formal complaint of sexual harassment, any complainant, any individual who has been reported to be the perpetrator of sex discrimination, any respondent, and any witness, except as may be permitted under FERPA⁴, required by law, or to carry out Title IX purposes, including the conduct of any investigation, hearing or Title IX judicial proceedings.

Investigative evidence directly related to the allegations of a formal complaint gathered by the District is subject to inspection and review by the parties but is not to be disseminated to the public. The United States Department of Education rule commentary provides that under the applicable FERPA definition of "education records" a parent of a complainant or respondent or (eligible student) has a right to inspect and review any witness statement that is directly related to the student, even if that statement contains information that is also directly related to another student, if the information cannot be segregated or redacted without destroying its meaning.⁴

EMPLOYEES SHALL REPORT

Employees who believe or have been made aware that they or any other employee, student, or visitor has been subject to Title IX Sexual Harassment shall report it to the TIXC. Failure to make such a report shall be grounds for discipline up to and including termination. If the knowledge of the reporting party gives rise to reasonable cause to believe that the reported conduct constitutes child abuse Policy 09.227 or a reportable criminal offense Policy 09.221, notification of state officials shall be made as required by law.⁶

FALSE REPORTS PROHIBITED

Employees or students who intentionally make false reports related to the District's administration of this policy and the corresponding procedures, are subject to disciplinary sanctions under applicable District policy, law, or the Code of Acceptable Behavior and Discipline, as applicable.

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Title IX Sexual Harassment**RELATED EVIDENCE RULES SUMMARY**

The following rules apply to the District investigation and grievance process under the Title IX Sexual Harassment regulation:

- g) The District shall not require, allow, rely upon, or otherwise use questions or evidence that constitutes or seeks disclosure of information protected under a legally recognized privilege unless the person holding such privilege has waived the privilege.
- h) The District cannot access, consider, disclose, or otherwise use a party's records made or maintained in connection with provision of treatment to the party by medical or mental health professionals or paraprofessionals unless the District obtains written consent from the party.
- i) Questions and evidence about the complainant's sexual predisposition or prior behavior are not relevant unless such questions and evidence are offered to prove that someone other than the respondent committed the conduct or, such questions or evidence are offered to prove consent.

RETALIATION PROHIBITED

No District or other person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX, or because the individual has made a report or complaint, testified, assisted, or participated or refused to participate in any Title IX investigation, proceeding, or hearing.

REFERENCES:

²34 C.F.R. § 106.45

³KRS 510.020

⁴85 Fed. Reg. 30433 (May 19, 2020)

Americans with Disabilities Act (42 U.S.C. §12101 et seq., as amended; 28 C.F.R. § 35.107)

Section 504 of the Rehabilitation Act of 1973 (Section 504) (29 U.S.C. § 794 et seq., as amended; 34 C.F.R. § 104.7)

Title IX of the Education Amendments of 1972 (20 USC § 1681, et seq.); 34 C.F.R. Part 106

Clery Act (20 U.S.C. §1092(f)(6)(A)(v))

Violence Against Women Act (34 U.S.C. § 1092(f)(6)(A)(v))

34 U.S.C. § 12291(a)(10)

34 U.S.C. §12291(a)(3)

34 U.S.C. §12291(a)(8)

RELATED POLICIES:

¹03.162; 03.262; 09.42811

⁵09.14

⁶09.227; 09.2211

03.1621; 03.2621

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

MEETING: Planning

DATE: 8/3/2020

TOPIC: Job Description Maintenance Technician IV

PREPARED BY: Jennifer Dyar

Recommended Action on: 8/10/2020

Action Item for Vote (PLANNING MEETING)

Superintendent Prior Approval:

Recommendation/Motion: A motion is in order to approve the job description for Maintenance Technician IV.

Background/Rationale: This is job description for a current position to updates job description, requirements along with added measures of success and the world language component.

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

Fiscal Impact: N/A

Attachments(s): Job Description

AN EQUAL OPPORTUNITY SCHOOL DISTRICT

Board of Education: Stephanie Spires, Chair • Raymond Daniels, Vice Chair • Daryl Love • Christy Morris • Tyler Murphy

Superintendent Emmanuel Caulk

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

MAINTENANCE TECHNICIAN IV

Class Code: 7442

TITLE: Maintenance Technician IV
Grade 17

REPORTS TO: Maintenance Supervisor

SUPERVISES: N/A

JOB FUNCTION: Perform skilled maintenance and repair of District electronic equipment; work independently in trade area of electronics such as ~~computer repair, electronic repair, energy system repair, telecommunication repair, or fire alarm repair.~~

Public Address system repair, Audio visual equipment repair, sound system repair, clock repair, telecommunication repair, scoreboard repair, laminator repair, door access systems.

MEASURES OF SUCCESS:

- Ensure all job schedules/requests are met in a timely manner as work orders are closed and reviewed.
- Accurate and comprehensive records are kept and updated regularly in designated work software.
- Ensure proper use of district funds and assets as evidenced by annual budget review.
- Ensure satisfactory customer service to students and staff as it pertains to quantity and quality of work assignments as measured by internal surveys.

DUTIES AND RESPONSIBILITIES:

- Install, repair, test and maintain fire alarm systems including all associated devices including but not limited to; control panels, pull stations, A/V devices, smoke/heat/flame detectors, and notification devices. Assure compliance with all national and local codes.
- Install, Repair, test and maintain fiber optics, Cat5 wire, coax, clock and P.A. wiring.
- Install, repair and maintain a variety of electronics and other sophisticated equipment used in the instructional setting including telecommunications equipment editing and distribution equipment, computers and peripherals,

MAINTENANCE TECHNICIAN IV

microphones, intercoms and other electronics equipment.

- Operate a wide variety of hand and power tools, testing and measurement devices and other technical instruments used in the repair and maintenance of electronics equipment.
- Adjust, calibrate and troubleshoot assigned electronics equipment; diagnose failures and malfunctions and determine appropriate repair requirements.
- Provide assistance, information and technical expertise to faculty and students regarding the safe and proper operation and maintenance of assigned equipment.
- Disassemble faulty equipment and remove defective parts; install new parts and restore proper operation.
- Communicate with vendors and manufacturers regarding parts, pricing, purchases and product information.
- Prepare and maintain a variety of records related to equipment maintenance and repair, inventory control, service manuals and wiring diagrams.

DUTIES AND OTHER RESPONSIBILITIES (CONT.):

- Assure compliance with a variety of codes, laws and regulations related to the use of radio broadcasting and video recording equipment; observe approved safety standards and precautions in working with high voltage.
- Maintain current knowledge of technological advancements and developments in the field of electronics; recommend the purchase of new equipment and the retirement of damaged or obsolete items.
- Assist as needed in the preparation of the annual budget for equipment repair and replacement; research the cost, technical specifications and compatibility of electronics equipment.
- Demonstrate the ability to communicate in more than one language or the willingness to communicate in more than one language at the novice level of proficiency
- Perform other duties as assigned.
- Maintain regular attendance.

MAINTENANCE TECHNICIAN IV

KNOWLEDGE AND ABILITIES:

KNOWLEDGE OF:

- Methods, equipment and materials used in repair, testing and maintenance of fire alarm systems.
- Methods, equipment and materials used in the repair and maintenance of electronic equipment and systems.
- Theory and practices of electronic circuitry.
- Proper procedures, materials and equipment used in the repair, overhaul and maintenance of a variety of audio-visual and other electronics equipment.
- Record-keeping techniques.
- Principles and practices of providing work direction to others.
- Health and safety regulations.
- Applicable sections of State Education Code and other applicable laws.
- Technical aspects of field of specialty.

ABILITY TO:

- Repair, maintain, modify and adjust District audio, video equipment, fire alarm systems and other electronic and electric equipment or systems as needed.
- Use service manuals and schematic diagrams to repair electronic and mechanical equipment.
- Perform preventive maintenance on assigned equipment.
- Work cooperatively with others.
- Meet schedules and time lines.

KNOWLEDGE AND ABILITIES (CONT.):

ABILITY TO:

- Read, interpret and follow rules, regulations, policies and procedures.
- Use a variety of tools and test equipment utilized in the basic trade.
- Maintain records and logs, both written and electronically.
- Communicate effectively with others.
- Operate precision tools and test equipment skillfully.
- Determine pricing, availability and compatibility of electronic parts and equipment.

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.

MAINTENANCE TECHNICIAN IV

- Requires the ability to lift, carry, push or pull medium weights, one third of your body weight, not to exceed 50 pounds
- Requires activities involving being around moving machinery, exposure to marked changes in temperature and humidity, and exposure to dust, fumes and gases.

EDUCATION AND EXPERIENCE:

- High school diploma or GED Certificate
- Four years of **documented** skilled electronic maintenance and repair experience ~~preferred~~ **required**; preferred 2 years Associate or Technical Degree in Electronics.
- Familiarity with NFPA standards.
- Experience with Notifier and Simplex systems is desirable.

LICENSES AND OTHER REQUIREMENTS:

- Valid Kentucky Drivers License.
- Kentucky Fire Protection Certification, **Electrical license, OSHA 10, or OSHA 30 is required .**
- **Ability to read and interpret schematics is required.**
- **Ability to read and interpret blue prints is required.**

Original Date: 01/1999

Revision Date: 09/2010

Revision Date: 07/2011

Revision Date: 07/2012

Revision Date: 12/2014

Revision Date: 05/2015

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

MEETING: Planning

DATE: 8/3/2020

TOPIC: Job Description Americorp Tutor

PREPARED BY: Jennifer Dyar

Recommended Action on: 8/10/2020

Action Item for Vote (PLANNING MEETING)

Superintendent Prior Approval:

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

Background/Rationale: This is job description for a grant funded position which will provide additional support to students through this tutoring program.

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

Fiscal Impact: N/A

Attachments(s): Job Description

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

AmeriCorp Tutor

TITLE: AmeriCorp Tutor

REPORTS TO: Director of Student Support or Designee

SUPERVISES: N/A

JOB FUNCTION: AmeriCorp members will provide small group and/or one-on-one math tutoring to 6-th grade students. AmeriCorps members will provide homework help to students, and other tutoring assistance to students.

MEASURES OF SUCCESS:

- Increase in student social emotional well being
- Increase in student achievement and growth
- Increase students' abilities to succeed in school by working in collaboration with teachers, student support professionals, school administrators and staff
- Increase in successful grade level transitions of students
- Close achievement and opportunity gaps of students
- Improve learning, culture and environment
- Decrease/remove barriers to social emotional learning and student academic success

DUTIES AND RESPONSIBILITIES:

- Provide tutoring to students using evidence based computer-based math intervention programs.
- Attend and participate in all trainings required to be successful in meeting measures of success.
- Attend and participate in professional learning communities (PLC).
- Increase students' math academic growth.
- Increase students' rate of homework completion.

AmeriCorp Tutor

- Comply with all grant reporting and requirements.
- Attend implicit bias professional learning.
- Provide culturally responsive best practices when working with youth.
- Demonstrate the ability to communicate in more than one language or the willingness 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:

- High school diploma or its equivalent or must be working toward attaining a high school diploma or GED during their term of service
- Must be at least 17 years of age
- Excellent communication and organizational skills, tutoring experience preferred
- Prefer Bachelor's Degree
- Prefer fluency in a second language

Original Date: _____

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

MEETING: Planning

DATE: 8/10/2020

TOPIC: Procedure Update – 03.1621 AP 2

PREPARED BY: Shelley Chatfield

**Recommended Action on: 8/10/2020
Informational Item**

Superintendent Prior Approval: No

Recommendation/Motion: N/A

Background/Rationale: 01.11

Policy: 03.1621 AP 2

Fiscal Impact: N/A

Attachments(s): Letter from KBSA & Updates to 03.1621 AP 2.

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KSBA

KENTUCKY SCHOOL BOARDS
ASSOCIATION

Ronnie Holmes,
President

Kerri Schelling,
Executive Director

July 28, 2020

Dear Superintendent/Policy Contact:

Enclosed are the new Title IX Sexual Harassment Interim Update policies, related procedures and checklists. Proposed changes reflect new legal requirements.

On May 19, 2020, the United States Department of Education published an extensive new regulatory amendment focusing on Title IX Sexual Harassment. The regulation sets forth specific definitions and requirements covering the Title IX grievance process. **The regulation is effective August 14.** In addition to the grievance process, the regulation requires new training, notices, and record keeping, among other requirements.

Please note the following points:

“Title IX Sexual Harassment” means conduct on the basis of sex that satisfies one or more of the following:

- 1. An employee of the District conditioning the provision of an aid, benefit, or service of the District on an individual’s participation in unwelcome sexual conduct (i.e., quid pro quo sexual harassment);**
- 2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the District’s education program or activity;**
- 3. “Sexual assault” as defined in 20 U.S.C. 1092(f)(6)(A)(v), “dating violence” as defined in 34 U.S.C. 12291(a)(10), “domestic violence” as defined in 34 U.S.C. 12291(a)(8), or “stalking” as defined in 34 U.S.C. 12291(a)(30).**

Employees who believe or have been made aware that they or any other employee, student, or visitor has been subject to Title IX Sexual Harassment shall report it to the Title IX Coordinator (TIXC).

The update checklist is the only document we need returned to us, unless there are drafts to be modified. Complete the checklist and return to the KSBA Policy Service as soon as possible so that final copies can be returned to you for use during the upcoming school year.

The KSBA Policy Service appreciates the opportunity to serve your District and stands ready to assist the Board with this important task.

Note the approved changes go into effect as of the date of Board approval, unless otherwise noted in your Board meeting minutes.

Sincerely,

Your KSBA Policy Staff

Enclosures

EXPLANATION: NEW TITLE IX SEXUAL HARASSMENT REGULATIONS (34 C.F.R. § 106.45) GO INTO EFFECT AUGUST 14, 2020 AND REQUIRE NOTICE TO INDIVIDUALS REGARDING TITLE IX SEXUAL HARASSMENT/DISCRIMINATION.
FINANCIAL IMPLICATIONS: COST OF PROVIDING NOTICE AND TRAINING TO ALL PERSONNEL

PERSONNEL 03.1621 AP.2

- CERTIFIED PERSONNEL -

Title IX Sexual Harassment Grievance Procedures

Refer to Procedure 09.428111 area for Title IX Sexual Harassment Notices, Grievance Procedures, and Reporting Forms.

RELATED PROCEDURES:

03.2621 AP.2; 09.428111 (all procedures)

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EXPLANATION: NEW TITLE IX SEXUAL HARASSMENT REGULATIONS (34 C.F.R. § 106.45) GO INTO EFFECT AUGUST 14, 2020 AND REQUIRE NOTICE TO INDIVIDUALS REGARDING TITLE IX SEXUAL HARASSMENT/DISCRIMINATION.
FINANCIAL IMPLICATIONS: COST OF PROVIDING NOTICE AND TRAINING TO ALL PERSONNEL

PERSONNEL 03.2621 AP.2

- CLASSIFIED PERSONNEL -

Title IX Sexual Harassment Grievance Procedures

Refer to Procedure 09.428111 area for Title IX Sexual Harassment Notices, Grievance Procedures, and Reporting Forms.

RELATED PROCEDURES:

03.1621 AP.2; 09.428111 (all procedures)

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EXPLANATION: NEW TITLE IX SEXUAL HARASSMENT REGULATIONS (34 C.F.R. § 106.45) GO INTO EFFECT AUGUST 14, 2020 AND REQUIRE NOTICE TO INDIVIDUALS REGARDING TITLE IX SEXUAL HARASSMENT/DISCRIMINATION.
FINANCIAL IMPLICATIONS: COST OF PROVIDING NOTICE AND TRAINING TO ALL PERSONNEL

STUDENTS

09.428111 AP.1

Notice to Individuals Regarding Title IX Sexual Harassment/Discrimination

This notice shall be provided to applicants for admission and employment, students, parents or legal guardians of students, employees, and all unions or professional organizations holding collective bargaining or professional agreements.

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The District's Title IX Coordinator (TIXC) is

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Address City, State, Zip

Email Address Telephone Number

Any person may report sex discrimination, including sexual harassment (whether or not the person reporting is the person alleged to be the victim of conduct that could constitute sex discrimination or sexual harassment), in person, by mail, by telephone, or by electronic mail, using the contact information listed for the TIXC, or by any other means that results in the TIXC receiving the person's verbal or written report. Such a report may be made at any time (including during non-business hours) by using the telephone number or electronic mail address, or by mail to the office address, listed for the TIXC.

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The District must prominently display the contact information required to be listed for the TIXC and Policies 03.1621, 03.2621, 09.428111 Title IX Sexual Harassment and 09.428111 AP.11 Title IX Grievance Procedures on its website, if any, and in each handbook or catalog that it makes available to persons entitled to a notification listed above.

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The District must ensure that the TIXC(s), Investigators, Decision Makers, and any person who facilitates an informal resolution process, receive training on the regulatory definition of sexual harassment; the scope of the District's educational program or activities; how to conduct an investigation; the grievance process (including informal resolutions and appeals); and impartial service, conflict of interest, and bias standards.

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The District must make these training materials publicly available on its website, or if the District does not maintain a website the District must make these materials available upon request for inspection by members of the public.

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REFERENCES:

Title IX of the Education Amendments of 1972 (20 USC § 1681, et seq.); 34 C.F.R. Part 106,

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RELATED POLICIES:

03.1621; 03.2621; 09.428111,

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RELATED PROCEDURES:

03.1621; 03.2621; (all procedures)

09.428111 (all procedures)

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EXPLANATION: NEW POLICY MANDATED BY AMENDMENTS TO TITLE IX REGULATION DEFINES "TITLE IX SEXUAL HARASSMENT" TO INCLUDE SERIOUS MISCONDUCT"; INCLUDES OTHER KEY DEFINITIONS; REQUIRES DISCUSSION/IMPLEMENTATION OF SUPPORTIVE MEASURES WHETHER OR NOT A "FORMAL COMPLAINT" IS FILED; REQUIRES GRIEVANCE PROCEDURES; CONFIRMS GENERAL PARENT RIGHTS TO ACT ON BEHALF OF STUDENTS; ADDRESSES CONFLICT OF INTEREST STANDARDS FOR MULTIPLE REQUIRED DISTRICT ACTORS AT INVESTIGATIVE, DECISION-MAKING, AND APPELLATE STAGES; AND ALSO COVERS: CONFIDENTIALITY, EVIDENCE RULES, REQUIRED EMPLOYEE REPORTING, AND RETALIATION.
FINANCIAL IMPLICATIONS: COST OF PROVIDING NOTICE AND TRAINING TO ALL PERSONNEL

STUDENTS

09.428111AP.11

Title IX Sexual Harassment Grievance Procedures

THIS PROCEDURE APPLIES TO "TITLE IX SEXUAL HARASSMENT"
UNDER POLICIES 03.1621, 03.2621, AND 09.428111.

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REPORTING

1. School employees who have reason to believe that a student has been subjected to Title IX Sexual Harassment are required to promptly make a report to the Title IX Coordinator (TIXC).
2. Students, parents/legal guardians or other individuals who believe a student has been sexually harassed may make a report to the TIXC.
3. If the individual making the report is the alleged victim ("Complainant" as defined in the Title IX Sexual Harassment regulation), or if the Complainant is identified by the individual making the report, the TIXC will meet with the Complainant to discuss supportive measures that may be appropriate in the particular circumstances and explain the process for filing a formal complaint.
4. The District cannot provide an informal resolution process for resolving a report unless a formal complaint is filed.
5. The Superintendent/designee shall be informed of all reports and formal complaints of sexual harassment.

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FORMAL COMPLAINT

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1. A Complainant and/or their parent/legal guardian may file a formal written complaint requesting investigation of alleged Title IX Sexual Harassment. The written complaint must include basic information concerning the allegation of sexual harassment (i.e., date, time, location, individual(s) who allegedly engaged in sexual harassment, description of allegation).
Students who need assistance in preparing a formal written complaint, may consult with the TIXC.
2. In accordance with the Title IX regulations, the TIXC must dismiss a formal complaint under this Title IX procedure if:
 - a) the conduct alleged in the formal complaint does not constitute sexual harassment as defined under the Title IX regulations and the Title IX Sexual Harassment policy; or
 - b) the conduct alleged did not occur within the scope of the District's education programs and activities, or
 - c) did not occur in the United States.

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Title IX Sexual Harassment Grievance Procedures

FORMAL COMPLAINT (CONTINUED)

3. In accordance with the Title IX regulations, the TIXC may dismiss a formal complaint if:
 - a) a Complainant withdraws the formal complaint, or withdraws particular allegations within the complaint;
 - b) the Respondent is no longer employed by or enrolled in the District; or
 - c) there are specific circumstances that prevent the District from gathering evidence sufficient to reach a determination regarding the formal complaint. However, if the conduct potentially violates other policies or laws, it may be addressed through other applicable Board policy/procedure.
4. If a formal complaint is dismissed under this Title IX procedure, the TIXC will promptly and simultaneously send written notices to the parties explaining the reasons. The parties have the opportunity to appeal dismissals as outlined below.
5. In certain circumstances, the TIXC may file a formal complaint even when the alleged victim chooses not to. Examples could include instances where the Respondent (person alleged to have engaged in sexual harassment) has been found responsible for previous sexual harassment; a safety threat within the District, or other alleged serious violations where pursuit of a complaint is warranted.
6. If the conduct alleged in a formal complaint potentially violates other laws or Board policies, the District may address the conduct under another applicable Board policy/procedure.

EMERGENCY REMOVAL/SUSPENSION

The Superintendent may direct the removal of a student from education programs and activities on an emergency basis during the complaint procedure;

1. If there is a determination, following an individualized safety and risk analysis which may be performed as provided in District Policy 09.429 (Threat Assessment), that there is an immediate threat to the physical health or safety of an individual arising from the allegations of sexual harassment. Examples of such circumstances might include, but are not limited to, a continued threat of violence against a Complainant by a Respondent, or a Respondent's threat of self-harm due to the allegations.¹
2. The Respondent and parent/legal guardian will be provided notice of the emergency removal, and will be provided an opportunity to challenge the decision either before or following the removal (this is an opportunity to be heard, not a hearing) utilizing the procedure applicable to student suspensions per Policy 09.434 Suspension.
3. Any such decision shall be made in compliance with any applicable disability laws, including the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act and the Americans with Disabilities Act.

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Title IX Sexual Harassment Grievance Procedures

EMPLOYEE SUSPENSION WITH PAY

An employee may be suspended with pay during the complaint procedure as provided in Board policies.²

NOTICE TO PARTIES FOLLOWING A FORMAL COMPLAINT

1. The TIXC will provide to the parties written notice of the formal complaint and allegations of sexual harassment potentially constituting Title IX Sexual Harassment. The notice shall include;
 - Notice regarding the complaint procedure and the availability of an informal resolution process;
 - Sufficient details known at the time (including identities of parties, if known; the conduct alleged; and the date and location of the alleged incident[s], if known), allowing sufficient time to prepare before any initial interview (not less than ten [10] calendar days);
 - A statement that the Respondent is presumed not responsible for the alleged conduct and that a determination of responsibility will be made at the conclusion of the grievance process;
 - The parties may inspect and review evidence directly related to the allegations of Title IX Sexual Harassment;
 - Notice that the parties may each have an advisor of their choice (who may be an attorney);
 - Notice that knowingly making false statements or submitting false information in bad faith during the complaint process is prohibited and may result in disciplinary action;
 - Notice of the name of the investigator, with sufficient time (no less than three [3] calendar days) to raise concerns of conflict of interest or bias.
2. If additional allegations become known at a later time, notice of the additional allegations will be provided to the parties.
3. The TIXC will discuss supportive measures with each party and oversee implementation of such measures as appropriate.

INFORMAL RESOLUTION PROCESS

After a formal complaint has been filed, and if the TIXC believes the circumstances are appropriate, the TIXC may offer the parties the opportunity to participate in an informal resolution process to resolve the complaint without completing the investigation and determination process. Informal resolutions cannot be used to resolve a formal complaint where a student is the Complainant and the Respondent is an employee.

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Title IX Sexual Harassment Grievance Procedures

INFORMAL RESOLUTION PROCESS (CONTINUED)

Informal resolutions can take many forms, depending on the particular case. Examples include, but are not limited to, facilitated discussions between the parties; restorative justice; acknowledgment of responsibility by a Respondent; apologies; disciplinary actions against a Respondent or a requirement to engage in specific services; or supportive measures. Both parties must voluntarily agree in writing to participate in an informal resolution process, and either party can withdraw from the process at any time. The Superintendent/designee must agree to the terms of any informal resolution reached between the parties. If an informal resolution agreement is reached, it must be signed by both parties and the District. Any such signed agreement is final and binding according to its terms.

If an informal resolution process does not resolve the formal complaint, nothing from the informal resolution process may be considered as evidence in the subsequent investigation or determination. The parties will be advised that engagement in the informal resolution process is grounds for extension of the investigation timeline.

INVESTIGATION

1. The complaint will be investigated by a trained internal or external individual designated by the Superintendent, who should consult with District legal counsel concerning the handling and investigation of the complaint.
2. The Investigator may consult with the TIXC as agreed during the investigation process.
3. If the complaint is against an employee of the District, rights conferred under an applicable collective bargaining agreement shall be applied, to the extent they do not conflict with the Title IX regulatory requirements.
4. The Investigator will:
 - a. Meet with each party after they have received appropriate notice of any meeting and its purpose, with sufficient time to prepare.
 - b. Allow parties to have their advisor at all meetings related to the complaint, although advisors may not speak on behalf of a party or interfere with the process.
 - c. Allow parties a reasonable opportunity to identify witnesses and submit favorable and unfavorable evidence.
 - d. Interview witnesses and conduct such other activities that will assist in ascertaining facts (site visits, review of documents, etc.).
 - e. Consider evidence that is relevant and directly related to the allegations in the formal complaint.
 - f. During the course of the investigation, provide both parties with an equal opportunity to inspect and review any evidence that is obtained in the investigation that is directly related to the allegations in the formal complaint (including evidence which the District does not intend to rely upon in reaching a determination of responsibility), and favorable and unfavorable evidence.

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Title IX Sexual Harassment Grievance Procedures

INVESTIGATION (CONTINUED)

- g. Prior to completion of the investigation report, provide each party and advisor (if any) the evidence subject to inspection and review, and provide the parties with ten (10) calendar days to submit a written response. Access to such evidence may be provided via file sharing software that does not permit copying or downloading. The Investigator shall advise the parties that evidence is not to be publicly disseminated.
 - h. Consider the parties' written responses to the evidence prior to completing the investigation report.
 - i. Create an investigative report that fairly summarizes relevant evidence including the Investigator's recommendation on whether or not the evidence supports a finding that the Respondent engaged in conduct constituting Title IX Sexual Harassment. The Investigator shall send the report to the parties and advisors (if any) for their review and written responses which must be filed with the Investigator within ten (10) calendar days of their receipt of the report.
 - j. After receipt of the parties' written responses (if any), forward the investigation report and party responses to the assigned Decision Maker. The Decision Maker shall immediately inform the parties of the date of his or her receipt of the report and of the deadline for submission of questions as provided below.
 - k. The Investigator's report shall be non-binding on the Decision Maker.
- 5. The investigation shall be concluded within forty (40) calendar days from the date of the TIXC Notice to the Parties Following a Formal Complaint as referenced above, but reasonable extension of time for good cause shall be allowed.

DETERMINATION OF RESPONSIBILITY

The Superintendent shall assign a trained Decision Maker to arrive at a determination of responsibility. The Decision Maker cannot be the Investigator, Informal Resolution Facilitator, or the TIXC.

- 1. The Decision Maker shall have authority to preside over the pre-decision process in a manner that allows the Complainant and Respondent an equal opportunity to participate, including setting reasonable equally applicable limits on the number of questions and excluding questions on relevancy grounds or that seek privileged or confidential medical treatment information. The Decision Maker shall provide the parties with the opportunity to submit written, relevant questions that the party wants asked of another party or witness within five (5) calendar days of when the Decision Maker received the investigation report and party responses.

The Decision Maker shall provide a written explanation to a party proposing questions if the Decision Maker excludes a question on grounds that it is not relevant.

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Title IX Sexual Harassment Grievance Procedures

DETERMINATION OF RESPONSIBILITY (CONTINUED)

2. Each party shall be provided the opportunity to review the responses of another party and/or witness, and to ask limited written follow-up questions within five (5) calendar days of receiving the answers.
3. Each party will receive a copy of the responses to any follow-up questions.
4. The Decision Maker shall review the investigation report, the parties' responses and other relevant materials, applying the preponderance of the evidence standard ("more likely than not").
5. The Decision Maker shall issue a written determination, which shall include the following:
 - a) Identification of all the allegations potentially constituting Title IX Sexual Harassment;
 - b) A description of the procedural steps taken from receipt of the formal complaint through the determination;
 - c) A determination regarding responsibility as to each allegation and findings of fact supporting the determinations;
 - d) A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions to be imposed on the Respondent, and whether remedies designed to restore or preserve equal access to the District's programs and activities will be provided to the Complainant. In order to preserve confidentiality, remedies provided to the Complainant are not to be described in the determination report;
 - e) If applicable, a statement that disciplinary sanctions may require additional hearings or proceedings under separate law and policy: e.g. student expulsion; classified or certified employee public reprimand, suspension without pay, termination; or student alternative education program placement proceedings;
 - f) The District's appeal procedure and permissible bases for the parties to appeal the determination.
6. The written determination shall be provided to the parties simultaneously. The determination concerning responsibility becomes final either on the date that the District provides the parties with the written determination of the results of the appeal, if an appeal is filed, or if an appeal is not filed, the date on which the appeal would no longer be considered timely.
7. The implementation of measures or sanctions shall be made subject to and in compliance with applicable disability laws included the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act and the Americans with Disabilities Act.
8. The determination shall be issued with thirty (30) calendar days of the Decision Maker's receipt of the Investigator's report and recommendation, but reasonable extension of time for good cause shall be allowed.

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Title IX Sexual Harassment Grievance Procedures

REMEDIES, DISCIPLINE AND OTHER ACTIONS

Range of Remedies to Allow Equal Access to Complainant

1. Remedies are measures used to ensure that the Complainant has equal access to the District's education programs and activities following the Decision Maker's determination. Such remedies may include supportive measures, and may include other appropriate measures, depending upon the determination and the needs of the Complainant. The TIXC is responsible for implementing remedies and providing needed assistance to the Complainant.

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2. Range of Disciplinary Sanctions (Students)

The following is a non-exhaustive range of disciplinary sanctions that may be imposed when there is a determination that students are responsible for one or more violations involving sexual harassment: In or out of school suspension; expulsion; assignment to alternative education programs; requirement to engage in education or counseling program; disqualification or modification of privileges to participate in sports or extracurricular programs; unilateral no-contact orders, school assignment alteration, or schedule changes; prohibitions or limitations on presence on school property or at school-related events; and other disciplinary sanctions and interventions set forth in the Code of Acceptable Behavior and Discipline.

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3. Range of Disciplinary Sanctions (Employees)

The following is a non-exhaustive range of disciplinary sanctions that may be imposed when there is a determination that employees are responsible for one or more violations involving sexual harassment: Requirement to engage in education or counseling program; unilateral no-contact orders, school assignment alteration; prohibitions or limitations on presence on school property or at school-related events; private reprimand; public reprimand; suspension without pay; termination.

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APPEALS

The Superintendent may serve as the Appellate Decision Maker and shall assign or arrange for the services of a trained Appellate Decision Maker if s/he does not serve in that role. The Appellate Decision Maker cannot be the Initial Decision Maker, Informal Resolution Facilitator, Investigator, or TIXC.

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The Appellate Decision Maker shall have authority to preside over the appeal process in a manner that allows Complainant and Respondent an equal opportunity to participate, including setting reasonable page limits, enforcing timelines, and limiting review on the record to allowable grounds.

The parties (Complainant and Respondent) have the opportunity to appeal a responsibility determination and dismissals of formal complaints. Appeals will be considered only on the following grounds:

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1. A procedural irregularity that affected the outcome;
2. New evidence that was not reasonably available as of the date of the determination regarding responsibility or dismissal of the formal complaint, that could affect the outcome;

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Title IX Sexual Harassment Grievance Procedures

APPEALS (CONTINUED)

3. The TIXC, Investigator, or Decision Maker had a conflict of interest or bias for or against Complainants or Respondents generally, or the individual Complainant or Respondent that affected the outcome; or

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APPEAL STEPS

1. An appeal must be filed in writing within five (5) calendar days of the receipt of the determination decision. Appeals after that deadline will not be considered. The written appeal must state the grounds and arguments for reversal or modification of the determination.
2. Appeals must be filed with the Superintendent, who will submit the appeal to the Appellate Decision Maker or engage in further appellate steps if the Superintendent is the Appellate Decision Maker. Parties initiating an appeal or seeking reversal or modification of a responsibility determination must explain the impact of any asserted error on the outcome and, in the case of new evidence, are to explain why such evidence was not available, summarize the evidence and explain how the party contends such evidence would have affected the outcome.
3. The Appellate Decision Maker shall notify the other party in writing of the appeal and include copies of the of the document setting forth the grounds and arguments in support the appeal. The other party shall have the option to file with the Appellate Decision Maker written arguments in response to the opposing party's appeal within five (5) calendar days of receipt of the appeal document. An untimely response will not be considered.
4. The Appellate Decision Maker shall conduct an impartial review of the appeal including consideration of arguments of the parties and the written record and may consult with District legal counsel in the decision-making process.
5. The Appellate Decision Maker shall issue a written decision describing the result of the appeal and rationale for the result and provide notice of the written decision simultaneously to the parties. The Decision may: affirm the determination, reverse the determination, or modify the determination in whole or in part.
6. The Title IX grievance determination of responsibility is final when there is no timely appeal or on the date when the Appellate Decision Maker sends his or her decision to the parties. A determination that conduct is not Title IX Sexual Harassment does not prevent the imposition of sanctions consistent with other law or policy where the conduct is determined to be in violation of such other law or policy.

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RECORDS

Records in connection with sexual harassment reports and the complaint process shall be maintained for a minimum of seven (7) years.

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STUDENTS

09.428111AP.11

(CONTINUED)

Title IX Sexual Harassment Grievance Procedures

REFERENCES:

¹KRS 158.4410; KRS 158.150; KRS 158.153
704 KAR 19:002

Individuals with Disabilities Education Act
Section 504 of the Rehabilitation Act
The Americans with Disabilities Act.

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RELATED POLICIES:

²03.173; 03.27
09.429; 09.434

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RELATED PROCEDURES:

03.1621 AP.2; 03.2621 AP.2; 09.428111 (all procedures)

EXPLANATION: NEW TITLE IX SEXUAL HARASSMENT REGULATIONS (34 C.F.R. § 106.45) GO INTO EFFECT AUGUST 14, 2020 AND REQUIRE NOTICE TO INDIVIDUALS REGARDING TITLE IX SEXUAL HARASSMENT/DISCRIMINATION.
FINANCIAL IMPLICATIONS: COST OF PROVIDING NOTICE AND TRAINING TO ALL PERSONNEL

STUDENTS 09.428111 AP.21

Title IX Sexual Harassment Reporting Form

COMPLAINANT

Last Name *First Name* *Middle Initial*

STUDENT'S SCHOOL GRADE HOMEROOM/CLASSROOM

EMPLOYEE'S WORK SITE

INFORMATION CONCERNING SEXUAL HARASSMENT

DATE: TIME: ☐ AM ☐ PM

LOCATION:

INDIVIDUAL(S) WHO ALLEGEDLY ENGAGED IN TITLE IX SEXUAL HARASSMENT:

DESCRIPTION OF ALLEGATION:

NAME OF PERSON FILLING OUT THIS FORM (PLEASE PRINT):

SIGNATURE: DATE:

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

MEETING: Regular

DATE: 8/10/2020

TOPIC: Ellevation Strategies Contract

PREPARED BY: Martha Rodriguez

Recommended Action on: 8/24/2020

Action Item for Vote (REGULAR MEETING)

Superintendent Prior Approval: No

Recommendation/Motion: The recommendation is for the Board of Education to approve the 2020-2021 contract with Ellevation for Strategies.

Background/Rationale: Ellevation Strategies Tool: Ellevation gives visibility into our EL program's data and processes to classroom teachers. From language proficiency information on an individual student, to roll-up reports and data views across the district, Ellevation gives us the information we need to make key programmatic decisions. We monitor progress pre- and post-exit, conduct required meetings, generate reports to share data, and record key decisions in Ellevation. Teachers access students' English Language Proficiency levels, descriptors, recommended accommodations and goals, and much more. By bringing all relevant EL data into Ellevation, our teachers have the information they need to make key decisions right at their fingertips. Proficiency scores, state assessment results, course grades, monitoring forms, exit criteria and more are all available as our team makes placement, programmatic, and instructional decisions.

Policy: 08.13452 Curriculum and Instruction: English as a Second Language

Fiscal Impact: 2020-2021

Attachments(s): The contract is attached

AN EQUAL OPPORTUNITY SCHOOL DISTRICT

Board of Education: Stephanie Spires, Chair • Raymond Daniels, Vice Chair • Daryl Love • Christy Morris • Tyler Murphy

Superintendent Emmanuel Caulk

701 East Main Street, Lexington, Kentucky 40502 • Phone: 859.381.4100 • www.fcps.net

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

Ellevation Subscription Agreement

This Subscription Agreement ("Agreement") is being entered into between Ellevation Inc., having an address at 38 Chauncy Street, Boston, Massachusetts 02111 ("Ellevation") and the Company Name identified as "Customer" below. Customer understands that this Agreement is governed by the Terms and Conditions attached hereto as **Exhibit A**, which are incorporated herein by reference. In the event of any conflict between this Agreement and **Exhibit A**, the terms of this Agreement shall control. This Agreement is effective as of the Subscription Start Date set forth below

Company:	Ellevation Education	Customer:	Fayette County Public Schools, KY
Representative:	Tony DeJesus	Contact Name:	Lori Bowen
Email:	tony.dejesus@ellevationeducation.c	Email:	lori.bowen@fayette.kyschools.us
Phone:	617-307-5755	Phone:	(859) 381-4650
Address:	38 Chauncy St, 9th Floor, Boston, MA 02111	Address:	1126 Russell Cave Road, Lexington, KY 40505
Start Date:	9/1/2020	End Date:	8/31/2021

Annual Subscription Fees

Product	Quantity	Unit Price	Discount	Total Fees
Strategies	5,600	\$12.75	40 %	\$42,840.00
Subscription Savings:				\$28,560.00
Subscription Total:				\$42,840.00

Services Fees

Product	Quantity	Unit Price	Discount	Total Fees
Online Training (Year 1)	4	\$1,500.00	100 %	\$0.00
Services Savings:				\$6,000.00
Services Total:				\$0.00

Total Investment

Savings Total:	\$34,560.00
Grand Total:	\$42,840.00

Invoicing Schedule: Up Front, In Full

Payment Term: Net 30

Contract Term: 12

1 Definitions.

1.1 The **“Platform”** is Ellevation’s proprietary, Internet-delivered SaaS platform of servers, software and related technology that is hosted, served or managed by Ellevation or Ellevation’s third-party service provider, and furnished to Customer under this Agreement. The Platform provides for the ability for Customer to: (1) utilize Ellevation’s proprietary data management system for English Language Learners or “ELLs”; (2) access reporting tools related to the productivity and performance of Customer’s ELLs; and (3) utilize instructional content for Customer’s ELLs.

1.2 **“Customer User”** shall mean any of Customer’s authorized users of the Platform.

2 **Services.** Ellevation agrees to deliver the software and perform the services described in any Statement of Work (“SOW”) which may be issued hereunder from time to time, and any such SOW are incorporated into this Agreement by reference (the **“Services”**).

3 **Fees and Payment.** Customer will pay the Subscription Fees and any related fees, as applicable, as set forth in Customer’s Subscription Agreement. All invoices are payable within thirty (30) calendar days following receipt by Customer. Past due amounts are subject a late payment charge, until paid, at the rate of One and a Half Percent (1.5%) per month or the maximum amount permitted by law, whichever is less.

4 Term and Renewal

4.1 **Subscription Terms.** The term of this Agreement shall be for an initial term of twelve (12) months commencing on the Effective Date of this Agreement unless otherwise expressly stated in the Agreement (“the **“Initial Subscription Term”**”). Following expiration of the Initial Subscription Term, Customer’s subscription will automatically renew for successive twelve (12) month renewal terms (each a **“Renewal Term”**) unless either party provides written notice of non-renewal at least thirty (30) calendar days prior to the expiration of the Initial Subscription Term or any subsequent Renewal Term. The Initial Subscription Term and Renewal Term(s) shall be collectively referred to herein as **“Term.”** Ellevation may raise the Subscription Fees any time after the expiration of the Initial Subscription Term with such increases effective thirty (30) days following advance written notice to Customer

4.2 **Services and Training Terms.** All training and services must be scheduled and conducted by the later of either 12 months from the purchase date or the current contract end date.

5 License Grant

5.1 **Customer Users** Ellevation will provide user account(s) for the number of authorized Customer’s Users.

5.2 **Permitted Use** During the Term of this Agreement, Ellevation hereby grants Customer a worldwide, non-exclusive, non-transferable right to access, use the features and functionality of the Platform solely for Customer’s educational purposes, subject to the terms and conditions of this Agreement. All rights not granted in this Agreement are reserved by Ellevation.

5.3 **Prohibited Use** Customer will not (and will ensure that Customer Users do not): (a) use the Platform other than in compliance with this Agreement and applicable federal, state, and local laws; (b) “frame,” distribute, resell, or permit access to the Platform by any unauthorized third party; (c) interfere with the Platform or disrupt any other user’s access to the Platform; (d) attempt to gain unauthorized access to the Platform, or attempt to discover the underlying source code or structure of the Platform, or otherwise reverse engineer the Platform; (f) submit to the Platform any content or data that is: false, misleading, defamatory, threatening, or which could otherwise constitute hate speech; infringing of intellectual property rights; reasonably deemed to involve moral turpitude or that contains mass mailings or any form of “spam”; (g) submit to the Platform any routine, device or other undisclosed feature, including a so-called time bomb, virus, software lock, drop dead device, malicious logic, worm, Trojan horse or trap or back door or software routine, that is designed to delete, disable, deactivate, interfere with or otherwise harm any software, program, data, device, system or service, or which is intended to provide unauthorized access or to produce unauthorized modifications; or (h) use any robot, spider, data scraping or extraction tool or similar mechanism with respect to the Platform.

Customer must also ensure that: (a) it provides true, accurate, current and complete information to create and maintain accounts; (b) neither Customer nor any Customer User circumvents or otherwise interferes with any user authentication or security used by Ellevation; (c) Customer Users maintain the confidentiality of their usernames and passwords; and (d) that neither Customer nor any Customer User will impersonate another user of the Platform or provide false identity information to gain access to or use the Platform.

6 Ownership and Rights

6.1 **Ownership of Customer Content.** Customer retains all right, title and interest in: (i) any data, files, attachments, text, images, and other content that Customer or a Customer User uploads or submits to the Platform under this Agreement; and (ii) any reports produced by Customer in connection with use of the Platform (collectively, **“Customer Content”**).

6.2 **Limited Use of Customer Content by Ellevation.** During the Term, Customer hereby grants Ellevation the right to use and transmit the Customer Content for purposes of: (a) making Customer Content available for viewing and downloading by Customer Users. During the Term and thereafter, Customer grants Ellevation the right to use the Customer Content solely on an aggregated, de-identified basis, to (i) improve its educational products for the purposes of adaptive and customized learning; (ii) demonstrate the effectiveness of its products (in terms of

benchmarks, trends, statistics, and comparisons) for purposes of promotion, marketing, and sale of its products and services; and (iii) for the development and improvement of its educational sites, services, or applications.

6.3 **Ownership of Platform.** As between the parties, Ellevation retains all right, title and interest (including all intellectual property and proprietary rights therein) in and to the following but excluding any Customer Content: (a) the Platform and the technology and software used to provide it; (b) all electronic and print documentation and other content made available or collected through the Platform; and (c) all data or information contained in or derived from the Platform (collectively, "Ellevation Data"). Subsections (a), (b) and (c) are defined as the "Ellevation IP". Except as expressly set forth in this Agreement, Ellevation shall have the right to use or disclose the Ellevation IP including the Ellevation Data at its sole discretion. In addition, except for Customer's rights to access and use the Platform set forth in this Agreement, nothing in this Agreement licenses or conveys any right to the Ellevation IP to anyone, including Customer

6.4 **Feedback.** Ellevation will have a perpetual right but not the obligation to use and incorporate into the Platform any feedback or suggestions for enhancement that Customer provides to Ellevation concerning the Platform ("Feedback"), without any obligation of compensation. Customer hereby acknowledges that Feedback shall be considered Ellevation IP.

7 Confidentiality and Data Security.

7.1 **Confidentiality.** As used herein, the "Confidential Information" of a party (the "Disclosing Party") means all financial, technical, or business information of the Disclosing Party that the Disclosing Party designates as confidential at the time of disclosure to the other party ("Receiving Party") or that the Receiving Party reasonably should understand to be confidential based on the nature of the information or the circumstances surrounding its disclosure. Without limiting the generality of the foregoing, Confidential Information includes but is not limited to, the terms and conditions of this Agreement; pricing for the Platform; and information about Ellevation's tools and features. Except as expressly permitted in this Agreement, the Receiving Party will not disclose, duplicate, publish, transfer or otherwise make available Confidential Information of the Disclosing Party in any form to any person or entity without the Disclosing Party's prior written consent. The Receiving Party will not use the Disclosing Party's Confidential Information except to perform its obligations under this Agreement (including, in the case of Ellevation, to provide the Platform).

Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information to the extent required by law, provided that the Receiving Party: (a) gives the Disclosing Party prior notice of such disclosure so as to afford the Disclosing Party a reasonable opportunity to appear, object, and obtain a protective order or other appropriate relief regarding such disclosure (if such notice is not prohibited by applicable law); (b) uses diligent efforts to limit disclosure and to obtain confidential treatment or a protective order; and (c) allows the Disclosing Party to participate in the proceeding. Further, Confidential Information does not include any information that: (x) is or becomes generally known to the public without the Receiving Party's breach of any obligation owed to the Disclosing Party; (y) was independently developed by the Receiving Party without the Receiving Party's breach of any obligation owed to the Disclosing Party; or (z) is received from a third party who obtained such Confidential Information without any third party's breach of any obligation owed to the Disclosing Party. For the sake of clarity Confidential Information does not include information independently acquired by the newsroom of or the editorial staff of Ellevation or any of its related companies. The Receiving Party will return or destroy all Confidential Information upon the Disclosing Party's request after the termination or expiration of this Agreement and (if requested by the Disclosing Party) certify such return or destruction in writing.

7.2 **Confidentiality of Student Records.** Customer appoints Ellevation a "school official" as that term is used in the Family Educational Rights and Privacy Act ("FERPA"), 34 C.F.R. §99 et. seq., and determines that Ellevation has a "legitimate educational interest," for the purpose of carrying out its responsibilities under this Agreement. Ellevation agrees to be bound by the relevant provisions of FERPA, including that it will remain under the "direct control" of Customer with respect to its collection, use and handling of personally identifiable student data. Ellevation will use personally identifiable student data only to fulfill the Services in performance of this Agreement, and as permitted pursuant to Section 6.2 of this Agreement, will only share personally identifiable student data with its third-party vendors as necessary to fulfill the Services in performance of this Agreement.

7.3 **Data Security.** Ellevation deploys commercially reasonable security precautions intended to protect against unauthorized access to Customer data, including Personal Information, stored by Ellevation, including use of firewalls, encryption, authentication technologies and background screenings for all employees. *Personal Information* shall mean an individual's first name and last name or first initial and last name in combination with any one or more of the following data elements that relate to such resident: (a) Social Security number; (b) driver's license number or state-issued identification card number; or (c) financial account number, or credit or debit card number, with or without any required security code, access code, personal identification number or password, that would permit access to a resident's financial account; provided, however, that "Personal Information" shall not include information that is lawfully obtained from publicly available information, or from federal, state or local government records lawfully made available to the general public.

7.4 **Notification of Breach.** Both parties agree to promptly notify the other party of any breach, or attempted breach, of security that such party knows of, or reasonably believes to know of, that may affect Customer Content on the Platform.

7.5 **Legal Requests for Data.** If Ellevation receives a court order or subpoena for Customer Content, Ellevation agrees to provide the Customer with a copy of such court order or subpoena within two (2) business days of its receipt of it and shall notify the Customer of the content of any testimony or information to be provided and provide the Company with copies of all documents to be produced.

8 **Representation and Warranties; Disclaimers**

8.1 **Ellevation Representations and Warranties.** Ellevation warrants that:

(a) it has the necessary authority to enter into this Agreement;

(b) it owns or has the right to use all intellectual property required by the Platform, including but not limited to any necessary trademark, copyright or patent rights;

(c) it will provide the Platform and related services in a professional and workmanlike manner and in accordance with the specifications set forth in any Statement of Work issued hereunder;

(d) it will comply with all applicable laws that apply to the Platform, including applicable laws regarding access to government records in the state where Customer is located; and

8.2 **Customer Representations and Warranties.** Customer hereby represents and warrants that: (a) it has the necessary authority to enter into this Agreement; (b) it has all rights, permissions and consents necessary to submit all Customer Content to the Platform and to grant Ellevation the rights to use Customer Content set forth in Section 6.2; (c) any materials uploaded to the Platform does not contain anything that is defamatory, libelous, infringes upon any third party intellectual property rights, or violates any confidentiality obligations Customer has with a third party; and (d) it will comply with all applicable laws that apply to its performance under this Agreement.

8.3 **Disclaimer.** Customer acknowledges that, as an internet-delivered software application, the Platform may experience periods of downtime, including but not limited to due to scheduled maintenance, and third-party service outages.

Accordingly, ELLEVATION DOES NOT WARRANT THAT THE PLATFORM WILL BE ERROR-FREE OR OPERATE WITHOUT INTERRUPTIONS OR DOWNTIME. ELLEVATION MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE PLATFORM, INCLUDING ITS DOCUMENTATION, THE PLATFORM SOFTWARE, OR ANY DATA OR CONTENT MADE AVAILABLE THROUGH THE PLATFORM. ELLEVATION SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ACCURACY

9 **Drug Free Workplace.** Ellevation provides a drug-free workplace for its employees, including; (i) posting in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in Ellevation's workplace and disciplinary action may be taken for violations of such prohibition; (ii) stating in all job solicitations or advertisements for employees placed by or on behalf of Ellevation that it maintains a drug-free workplace; and (iii) going forward, it shall include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this Section 9, "drug-free workplace" means a site for the performance of work done in connection with this contract where the employees of Instructure are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

10 **Insurance.** Ellevation shall provide professional liability insurance with amounts of no less than \$1,000,000.00 per incident and \$2,000,000.00 per aggregate.

Upon written request, Ellevation shall file with the District a Certificate of Insurance. The Certificate of Insurance shall include the liability coverage limits, dates of coverage, coverage of the Ellevation and its agents, and a clause which names the District as an additional insured for claims arising under this Agreement.

11 **Termination.**


11.1 **Termination.** Either party may terminate this Agreement immediately if (i) the other party breaches any material provision and fails to cure its breach within twenty (20) days after receiving the other party's written notice identifying the breach, and/or (ii) for any or no reason, upon sixty (60) days' prior written notice. In addition, Ellevation may suspend Customer's access to the Platform immediately if Customer fails to make a payment for more than thirty (30) calendar days following its due date

11.2 **Treatment of Customer Content at Termination.** Customer shall have sixty (60) days following the termination or expiration of this Agreement to provide Ellevation with a written request for a one-time, delimited file export of its data from the Platform via SFTP. Regardless of whether Customer timely requests a one-time export within this 60-day period and except as otherwise provided in Section 6.2 above, within sixty (60) days of the termination or expiration of this Agreement, Ellevation will securely destroy any and all of Customer's personally identifiable student data stored in the Platform, including any such data stored in Ellevation's backup systems.


12 **Indemnification**

- 12.1 Ellevation will defend, indemnify and hold harmless Customer and its employees and agents from and against any third party claim, demand or action, and all resulting damages, settlement amounts, penalties, costs and expenses, to the extent such claim, demand or action alleges that the Platform, or Customer's use thereof in accordance with this Agreement, infringes or violates any copyright, trademark, U.S. patent, or other proprietary right of any third party; provided, that Ellevation will not be obligated under this sentence to the extent any such infringement or violation arises from use of the Platform in combination with technology or services not provided by Ellevation and/or from use of the Platform and/or the Ellevation Network in violation of the terms and conditions set forth in this Agreement.
- 12.2 To the extent permitted by applicable law, Customer will defend, indemnify and hold harmless Ellevation and its corporate affiliates, directors, officers, employees, successors, assigns and agents from and against any third party claim, demand or action, and all resulting damages, settlement amounts, penalties, costs and expenses (including reasonable outside legal costs), that arises out of or relates to Customer Content (except to the extent such claim arises from Ellevation's use of Customer Content in violation of this Agreement), including without limitation claims that Customer Content infringes or violates any intellectual property or proprietary right of a third party, violates any confidentiality obligation owed to a third party, or violates any applicable law or regulation.
- 13 **LIMITATION OF LIABILITY. NEITHER PARTY WILL BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES IN CONNECTION WITH ANY CLAIM OF ANY NATURE ARISING UNDER THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN GIVEN ADVANCE NOTICE OF SUCH POSSIBLE DAMAGES. IN ADDITION, NEITHER PARTY'S TOTAL, AGGREGATE LIABILITY FOR ALL CLAIMS OF ANY NATURE ARISING OUT OF THIS AGREEMENT (EXCLUDING WITHOUT LIMITATION CLAIMS FOR INDEMNIFICATION UNDER SECTION 10) WILL NOT EXCEED THE FEES ACTUALLY PAID TO ELLEVATION UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.**
- 14 **Notices.** All notices under this Agreement must be in writing and sent via email to notices@ellevationeducation.com and, if to Customer at the email address provided in Customer's Subscription Agreement
- 15 **Entire Agreement.** The Subscription Agreement together with these Terms and Conditions represent the entire agreement between the parties regarding Customer's use of the Platform and related matters addressed in this Agreement, and supersedes any prior oral or written agreements, promises, representations, warranties, or inducements between or by the parties regarding such subject matters
- 16 **Assignment.** Ellevation may not assign this Agreement without Customer's prior written consent, not to be unreasonably withheld; provided, however, that no consent shall be required for the assignment of this Agreement to the acquirer of all or substantially all of Ellevation's assets provided that such successor agrees to be bound by all of the terms and conditions hereof.
- 17 **Force Majeure.** Neither party is liable for delay or default under this Agreement if caused by conditions beyond its reasonable control, whether or not foreseeable (e.g., technology malfunctions, outages of Internet Service; outages in third party hosted services), or any other Force Majeure events. "Force Majeure" events will mean: armed conflicts, famine, floods, Acts of God, labor strikes or shortages, governmental decree or regulation, court order, severe weather, fire, earthquake, acts of terrorism, failure of suppliers, unavailability of communications transport facilities and breakdowns in communications transport facilities; provided however, that this provision does not apply to Customer's obligations to make payments hereunder.
- 18 **Miscellaneous.** This Agreement shall be governed by the laws of the state where Customer is located without regard to the conflict of law provisions of such state; provided that jurisdiction for any dispute that arises hereunder shall be in the state and federal courts of the Commonwealth of Massachusetts. In the event a court of competent jurisdiction finds any provision of this Agreement to be illegal or unenforceable, the parties agree that the court shall modify such provision(s) to make such provision(s) and this Agreement valid and enforceable. The provisions of this Agreement are severable, and any illegal or unenforceable provision, or any modification by any court, shall not affect the remainder of this Agreement, which shall continue at all times to be valid and enforceable. This Agreement can only be modified by a writing signed by both parties. The failure of the parties to insist upon or enforce strict performance of any provision of this Agreement or to exercise any right or remedy thereunder will not be construed as a waiver by such party to assert or rely upon any such provision, right, or remedy in that or any other instance. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission or electronically by the parties will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or electronically will be deemed to be their original signatures for any purpose whatsoever.

ELLEVATION INC.

By: 
Name: Edward Rice
Title:
Date: 7/29/2020

Fayette County Public Schools, KY

By: 
Name: Lori Bowen
Title: Director
Date: 7/29/2020

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

MEETING: Planning

DATE: 8/10/2020

TOPIC: Leestown Greenhouse

PREPARED BY: Joe Gibson, Principal

**Recommended Action on: 8/24/2020
Action Item for Vote (REGULAR MEETING)**

Superintendent Prior Approval: Yes

Recommendation/Motion: Approve contract for Greenhouse at Leestown Middle

Background/Rationale: The Leestown Middle School greenhouse project came to fruition after a combination of offering agriculture education courses for four years, a great partnership with Locust Trace Agriscience Center and the implementation of an academy model within the school. The focus of Career and Technical Education at Leestown Middle School inspired the agriculture program to “dream big” and a full size, operational greenhouse seemed to be a great fit. With more research and advice from industry professionals, we found a suitable educator series greenhouse model that will serve as an extension of the classroom for all agriscience students and specifically the Introduction to Horticulture course offered to 8th grade students in the agriscience academy.

The greenhouse structure at Leestown Middle School will provide students an extension of the traditional agriculture classroom to put learned skills to the test, resources to conduct extensive and rigorous agri-science fair projects, space to produce sustainable food products in off-season growing months, and fundraising opportunities in the form of spring plant sales. The greenhouse structure will be a very valuable asset to thousands of students’ career and technical education at the middle school level. Our hope and goal is that the greenhouse structure will expose students to a multitude of career opportunities in the

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Superintendent Emmanuel Caulk

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horticulture industry, teach sustainability through action, and be a space in the community where all are welcomed to appreciate and learn about food and plant production.

Policy: N/A

Fiscal Impact: N/A

Attachments(s): August 10, 2020 Planning



ATLAS GREENHOUSE

P.O. Box 558 9596 US Hwy 82 East • Alapaha, GA 31622

Ph: 1-800-346-9902 / Fax: 1-229-532-4600

Proposal for Fayette Co. Schools/Leestown

Prepared by Jim Williams

May 14, 2020

To: Fayette County Schools (KY)
701 East Main Street
Lexington, KY 42502

Ship to: Leestown Middle School
2010 Leestown Road
Lexington, KY 40503

Attn:

Attn: Ruth Ann Layne

Ph: 859-381-4100

Ph: 859-381-3036

Fx:

Alt. Ph. 859-325-3089

Cell:

E-mail ruthann.layne@fayette.kyschools.us

P.O.#

A) "Educator" Series Greenhouse Structure

24 ft. Wide by 60 ft Long, with 6 ft. Sidewalls
Galvanized steel frame consisting of:

- A) Column Post: Allied "Gatorshield" 2" x 4" x 14 ga. rectangle w/welded Plates - 6' Spacing
- B) Bows: Allied 2" x 3" x 14 ga. Rectangle - 6' Spacing
- C) Trusses: Allied "Gatorshield" 2" x 2" x 14 ga. Square, Spans 11' - 11" Wide.
- D) Uprights: Allied "Gatorshield" 1-3/8" Round
- E) Purlins 8 Runs Allied "Gatorshield" 1-3/8" Round
- F) Ridge: Extruded Aluminum ridge cap allows easier installation & maintenance.
- G) Roof Glazing System: Extruded Aluminum roof channels spaced 6 ft. apart.
- H) Roof Glazing: 8mm clear twin wall no drip polycarbonate panels. (10 yr. warranty)
- I) Eave Glazing System: Aluminum extruded eave channels allows easier installation & maintenance.
- J) Eave Glazing: 8mm clear twin wall no drip polycarbonate. (10 yr. warranty)
- K) Sealed Engineering Drawings for Structural Design

Wind and Snow Loads

Wind Load (WL)	<u>115</u>	mph, 3 second gusts	
Snow Load (SL)	<u>15</u>	lbs. psf, Ground Snow	Fayette County, KY
Risk Category	<u>II</u>		

Notice

Schools system shall be responsible for obtaining permits, site prep, installation of concrete floor, and pulling of utilities within the perimeter of the greenhouse. This proposal includes the the structure, equipment, erection, installation, plumbing, and delivery thereof. Also includes sealed and signed drawings for the structure, if foundation drawings are needed this will be an additional fee.

C) End Gables

Front End Gables: Framed for 2 - 36" exhaust fans and
1 - 42" x 6' - 6" Personnel doors.

- A) Framing Studs: Allied "Gatorshield" 2" x 2" x 14 ga. Square w/ brackets for wedge anchor attachment.
- B) Horizontal Purlins: Allied "Gatorshield" 2" x 2" x 14 ga. Square
- C) Base Extrusion: Aluminum base extrusion attractively seals and "trims out" base of greenhouse.

Rear End Gables: Framed for 4 ft. x 15 ft. Evaporative Cooling System and 1 - 42" x 6' - 6" Personnel Door.

- A) Framing Studs: Allied "Gatorshield" 2" x 2" x 14 ga. Square w/ brackets for wedge anchor attachment.
- B) Horizontal Purlins: Allied "Gatorshield" 2" x 2" x 14 ga. Square
- C) Base Extrusion: Aluminum base extrusion attractively seals and "trims out" base of greenhouse.

End Gable glazing: 8mm clear twinwall no drip polycarbonate panels, complete framing, glazing, and extrusion package. (10 yr. warranty)

Ventilation

- A) 2 36" Quietaire GCS slant wall exhaust fan 3/4hp: 9464 cfm ea. @ .10 SP 110V or 220V.
1 fan is 2 speed and 1 fan is single speed both equipped with shutter and guard.
Offering a minimum of 1.3 air exchanges per minute @ .10 inches of static pressure.

- B) 1 39" Motorized Quietair Shutter, located above cooling pad offers a fresh air intake at the minimum stage cooling.

- C) 4 x 15 ft. Stainless Steel Quietaire Evaporative Cooling System with trough, plate and 6" thick pad. The 6" pad material offers maximum cooling.
Uses a 65 / 15 degree water/air flow with a 420 per maximum face velocity.
System is self contained and does not require a reservoir tank.
Includes sump pump and float valve for proper water level regulation.

- D) 4 x 15 ft. Automatic Wall Vent located behind the evaporative cooling system. Wall vent operates using a motorized rack & pinion drive system offering years of maintenance free operation.
Includes extruded aluminum frame and 10 yr. warranted 8mm polycarbonate covering.

Heating

- A) 1- 200,000 BTU - L. P. Gas high efficiency ADP heater with aluminized burner. The heater incorporates a time delay to allow the aluminized steel heat exchanger to rise to a certain temperature before the fan is engaged. The heater is equipped with a propeller fan with guard. Included is necessary vent pipe & hanger assembly. Designed to maintain an inside temperature of 68° with an outside temperature of 0° and a 15 mph wind. Equipped with power vent and spark ignition.
- B) 3 Horizontal Air Flow Fans (HAF) 18" - 3 bladed fans complete with guard and a split capacitor 115 volt 60 hz motor, 1.0 amps develops 3215 CFM. These fans circulate the air to maintain a consistent temperature inside the greenhouse, in addition, these fans reduce the stratification (stale air) thus reduces the risk of plant disease.

Doors

- A) 2 - 48" x 7' - 0" ADA compliant single swing door with 24" x 30" Tempered Glass Light Kit. Includes: 20 ga. Polystyrene Door leaf, 16 ga. 4-1/4" frame, bb hinges (3), threshold sweep, kerf weatherstrip, Sargent Rim Panic hardware, lever lockset and closer.

Automatic Temperature Control

- A) Bartlett Instrument Company GHK 12 x 2 Easy Wire Greenhouse Temperature controller and pre-wired relay box. (Relay box is prewired to controller) Controller offers 2 stages of heating and 4 stages of cooling. Features include DIP, DAY and NITE settings, a cycle timer for irrigation, misting or lights, a vent stage for dehumidification, an alarm output for high or low temperatures, power loss, or hardware troubles, and statistics for high, low and average temperatures for the past 7 days. Software is available for connecting your personnel computer for easy programing and monitoring.

Hanging Basket Rails:

- A) Will provide 6 runs of 1-3/8" x 17 ga. Allied "Gatorshield" tubing running length of benches. 48 feet long rail length

Shade Cloth

- A) Will provide a 27 foot by 59 foot (1593 Square Ft.) Svensson_Solaro Shade Cloth with 51% Shading factor. Grommited and taped 2 foot on centers. The shade cloth will be applied to the roof of the finished structure and to be attached to the midpoint on side wall for easy installation and removal. The shade cloth will help reduce inside temperature and allow optimum growing for "Partial Sun" plant material. Included is 3/4" - 1 hole clamp with hardware and Lace Rope for Shade Cloth attachment.

Emergency Lighting / Exit Signs / Fire Extinguisher

- A) Will be located above doors and will illuminate the word "EXIT" at all times, also has emergency lights powered by a rechargeable battery. Emergency lights should come on when the power is interrupted for any reason. One Multi purpose dry chemical A-B-C rated 10 lb. Fire extinguisher charged with formulated siliconized dry chemical UL rated for fighting paper, wood, fabric, grease, flammable liquid and electrical fires.

Benches

- A) Benches are framed with aluminum extrusions and rectangular galvanized steel tubing for superior strength. Bench mesh is 3/4" x 13 gauge galvanized expanded metal. Bench cross braces are made of 1" x 2" rectangular tubing and spaced 2 ft. apart, bench legs consist of 1" x 2" rectangular tubing.

Qty. 10 6' x 9' - 6" Portable Benches

Irrigation:

A) Mist:

1- Complete system with brass high pressure regulator, filter, punch tool, PVC pipe, gate valves, zone controller, and solenoids. Mist irrigation plumbed above benches with 36" long misters spaced 2' on centers and will have manual shut off. Hanging basket drippers are to be adjustable flow and have the capacity to be turned off. Drippers are spaced 24" on centers and 24" long.

B) Fertilizer Injector:

1- Installed minimum of 30" ground for easy access, all irrigation outlets are serviced through fertilizer injector. Unit provides a maximum of 30 GPM of fertilizer/water solution output. Unit must be installed with bypass and gate valves for flexibility.

C) Controller:

Rain Bird Model ESP 4M Modular Irrigation Controller. Includes an additional 3 zone module to give a total of 7 zones. This controller allows for future expansion up to 13 zones. Has 3 independent programs to give the flexibility

D) Includes Galvanized Steel Solenoid Manifold.

NOTE: Minimum of 55 PSI required for proper operation of irrigation system.

Installation:

A) Completion

- 1) Will provide all labor and materials to erect greenhouse using professional greenhouse builders experienced in every aspect of the "Educator" according to manufacture's specifications.
- 2) Upon completion of work, will test all equipment for proper operation.
- 3) Instruct school personnel in all aspects of operation and maintenance manuals on covering and equipment.

B) Electrical Not available in Kentucky

C) Plumbing

- 1) Will furnish all labor and materials to provide: 7 spigots: 3 plumbed to injectors
4 plumbed to clear water supply utilizing Schedule 21 PVC Pipe or equivalent.
If there is not an irrigation system in the contract, 4 spigots will be plumbed for clear water.
- 2) Will furnish all labor and material to plumb evaporative cooling system
- 3) Will furnish all labor and material for installation of irrigation system. (if ordered)

	Shipping	\$	982.00
	Crating Fee	\$	150.00
	Sub Total	\$	40,222.44
Tax Exempt 0%	Sales Tax	\$	-
	Sub Total	\$	40,222.44
	Installation Total	\$	23,200.00
	Grand Total	\$	63,422.44

Note: Proposal valid for 30 days after: May 14, 2020

The Greenhouse described in this order is designed for and limited to the wind and snow loads identified and described above. These loads are based on data provided by the American Society of Civil Engineers ASCE 7-10 Manual, Figure 7-1 and the IBC-2012 Manual, Figure 1608.2 for snow as a Category I continuously heated greenhouse described in Table 1604.5 of the IBC-2012 Manual and ASCE 7-10 Manual, Figure Table 1.5-1 and the IBC-2012 Manual, Figure CC-4 for wind. It is the responsibility of the customer/purchaser of this Greenhouse to confirm with the local building authorities of the accuracy and correctness of these loads prior to the order acceptance. Atlas Manufacturing, Inc. cannot and will not be held liable or responsible for any and all damages and/or structural failures caused by prevailing load conditions at the greenhouse's erected location that exceeds the aforementioned Wind and Snow loads defined above.

I, Fayette County Schools (KY) have read and understand the above order and disclaimer and agree to this order and disclaimer in their entirety. (This order is not valid unless accepted by Atlas Manufacturing, Inc.)

Accepted,

J. S. K. Leestown
Company / Individual
Joe Gibson
Name (Please Print)
Principal
Title
J. S. K.
Signature
7/8/20
Date

Accepted,

Atlas Manufacturing, Inc.
Jim Williams
Name (Please Print)
Greenhouse Sales
Title
Jim Williams
Signature
5/14/2020
Date

Ste

* Due to the volatility of fuel prices, freight charges will be determined at time of shipment and adjusted accordingly.

FRW 7/9/20



ATLAS GREENHOUSE

P.O. Box 558 9596 US Hwy 82 East • Alapaha, GA 31622

Ph: 1-800-346-9902 / Fax: 1-229-532-4600

Atlas Design Load Review

Customer Name: Fayette County Schools (KY)

Date: 5/14/2020

Address : 701 East Main Sreet

Lexington, KY 42502

Location where structure will be erected: _____

Requested order delivery date: _____

ARE PERMITS REQUIRED FOR THIS STRUCTURE: ☐ YES ☐ NO

Note: Most greenhouse structures require permitting unless there are specific agricultural exemptions for your location. If the **NO** permitting line is checked, additional cost may be incurred for structural upgrades **IF** building code or owner requirements are greater than the specified loads below.

Building Code:	<u>IBC 2015</u>
Wind Load (WL)	<u>115</u> mph, 3 second gust
Snow Load (SL)	<u>15</u> lbs. psf, Ground Snow
Risk Category	<u>II</u>
Exposure:	<u>C</u>

Are there Special Load Requirements: ☐ NO ☐ Yes: Explain below.

Example: Overhead fire protection sprinklers, hanging baskets, crops supported from structure, etc....

Will Foundation Design be required for Permitting: ☐ YES ☐ NO

Note: Foundation Design IS NOT included with Structural Design stamped drawings. Foundation Design can be provided (if required) for an additional cost.

It is the responsibility of the purchaser to provide the accurate Wind, Snow, Risk Category, and Exposure for the location of the greenhouse structure. Please note that your local building code department may require more stringent load requirements. Your signature below validates that the Design Load Review information stated above is accurate for your location and that the structure to be purchased will be engineered for the stated loads indicated.

Authorized Customer signature: _____

Date: 7/8/20

Page 6 of 7

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Arw 7/1/20

NOTE: Site Preparation, Foundation and Flooring is the responsibility of the school system.

- A) Required to furnish 120/240 volt single phase electrical supply within the perimeter of the greenhouse located near front door as shown on bench layout drawing.
- B) 20' of additional electrical cable to be provided to effectively connect power without splice.

- A) Required to furnish minimum 1" PVC water supply within the perimeter of the greenhouse located near front door as shown on bench layout drawing. Minimum of 55PSI of pressure required.

- A) Local system will perform final connection of drainage system.
B) Applies to structure with sinks and / or solid concrete slabs with center drain.

- A) School system (or others) to furnish gas line for heaters inside of greenhouse and is responsible for final hook up to heater.
- B) Applies to both LP and Natural gas heater systems.

- A) Workers must have access to construction site from 7 A.M. to 6 P.M.
B) Workers must have access to restroom facilities.

- A) Power supply and water supply must be run to site prior to the beginning of any construction.


Acceptance by Customer
(Sign Here)
7/8/20
Date

Atlas Representative _____

Date _____

ATLAS MANUFACTURING, INC. CAN NOT AND WILL NOT BE HELD RESPONSIBLE FOR PRODUCT FAILURE WHERE EXCESSIVE WEATHER CONDITIONS SUCH AS SNOW, WIND, FIRE, OR HAIL HAS OCCURRED AND SUCH OCCURRENCES HAS EXCEEDED THE DESIGN LOADS STATED IN ENGINEERING SPECIFICATIONS. FURTHERMORE, ATLAS MANUFACTURING, INC. CAN NOT BE HELD RESPONSIBLE FOR PRODUCT FAILURE DUE TO IMPROPER INSTALLATION OR FAILURE TO FOLLOW MANUFACTURER'S RECOMMENDATION. FAILURE TO FOLLOW RECOMMENDATIONS AND INSTRUCTIONS OF THE MANUFACTURER COULD RESULT IN ULTIMATE STRUCTURAL FAILURE.

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

MEETING: Planning

DATE: 8/10/2020

TOPIC: Monthly Financial Reports Placeholder

PREPARED BY: Rodney Jackson

Recommended Action on: 8/24/2020

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): Four attachments

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

MEETING: Planning

DATE: 8/10/2020

TOPIC: Unaudited Year End Financial Report Placeholder

PREPARED BY: Rodney Jackson

Recommended Action on: 8/24/2020

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 financial status of the district to our community, board and staff, in an easy to understand format. We invite suggestions for improving these reports.

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

Fiscal Impact: NA

Attachments(s): Four Attachments

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

MEETING: Planning

DATE: 8/10/2020

TOPIC: School Activity Funds Report Placeholder

PREPARED BY: Rodney Jackson

**Recommended Action on: 8/24/2020
Informational Item**

Superintendent Prior Approval: No

Recommendation/Motion: N/A

Background/Rationale: School Activity Fund Reports for the period ending June 30, 2020. The report details each school's activity fund expenses and receipts for the month and year ending previously noted.

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

Fiscal Impact: N/A

Attachments(s): School Activity Funds Report

AN EQUAL OPPORTUNITY SCHOOL DISTRICT

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Superintendent Emmanuel Caulk

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

MEETING: Regular

DATE: 08/24/2020

TOPIC: Personnel Changes

PREPARED BY: Jennifer Dyar

Recommended Action on: 08/24/2020
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 August 24, 2020 Board Agenda

Personnel Status	CERT / CLASS SAL	CLASS HR	SUB	SUPP
New Hire	44	39	12	11
Retirement	5	8		
Rehire	94	39		
Transfer	111	29		
Resignation	28	10		

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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	
BRINEGAR	KAYLA	COVENTRY OAK ELEMENTARY	ELEM PRIMARY INSTRUCTOR	8/10/2020
BRUNO	DANIEL	SCHOOL IMPROV & INNOVATION	CHIEF OF SCHOOLS	7/13/2020
CASTLE	CATHERINE	DEEP SPRINGS ELEMENTARY	ELEM PRIMARY INSTRUCTOR	8/10/2020
CHAPURAN	TAYLOR	CASSIDY ELEMENTARY	ELEM PRIMARY INSTRUCTOR	8/10/2020
CHRISTOPHER	SHANNON	HARRISON ELEMENTARY	PROM ACAD-ELEM INTER INSTR	8/3/2020
COMBS	DONNA	LEX TRAD MAGNET MIDDLE	GUIDANCE SPEC-HS/MS COUNS	7/27/2020
COSTNER	JANA	RISE STEM ACADEMY FOR GIRLS	ELEM ARTS & HUMANITIES INSTR	7/27/2020
CRAFT	AMANDA	FREDERICK DOUGLASS HS	HS MATH INSTRUCTOR	8/10/2020
DILLON	KAYLA	NORTHERN ELEMENTARY	ELEM KINDERGARTEN INSTRUCTOR	8/10/2020
DOYLE	SHAREE	WW BROWN ELEMENTARY	PROM ACAD-ELEM PRIMARY INSTR	8/3/2020
FARROW	EMMA	HARRISON ELEMENTARY	PROM ACAD-ELEM PRIMARY INSTR	8/3/2020
FRAZIER	LILLY	COVENTRY OAK ELEMENTARY	ELEM INTERMEDIATE INSTRUCTOR	8/10/2020
GAITHER	MADISON	RISE STEM ACADEMY FOR GIRLS	ELEM SCIENCE INSTRUCTOR	7/27/2020
GARDNER	TIMIA	EJ HAYES MIDDLE SCHOOL	GUIDE SPEC-HS/MS SOC WRKER	7/27/2020
GAYHEART	MADISON	BRENDA COWAN ELEMENTARY	ELEM INTERMEDIATE INSTRUCTOR	8/10/2020
GILBERT	CATRICE	WW BROWN ELEMENTARY	PROM ACAD-ELEM INTER INSTR	8/3/2020
GILLIAM	JOHN	FREDERICK DOUGLASS HS	HS CLASSROOM INSTRUCTOR	8/10/2020
GILMER	LAURA	EJ HAYES MIDDLE SCHOOL	EXC CHILD LBD	8/10/2020
GIPSON	OLIVIA	WW BROWN ELEMENTARY	SCHOOL PSYCHOLOGIST	8/3/2020
GRANT	MADISON	CASSIDY ELEMENTARY	ELEM PRIMARY INSTRUCTOR	8/10/2020
GREGORY	SHELLI	PICADOME ELEMENTARY	FAMILY RESOURCE CENTER COORD	7/1/2020
GRIGGS	MEGAN	MILLCREEK ELEMENTARY	ELEM INTERMEDIATE INSTRUCTOR	8/10/2020
HALE	ERIC	BRYAN STATION HIGH	PRINCIPAL	7/1/2020
HALL	LORIE	MARY TODD ELEMENTARY	SCHOOL PSYCHOLOGIST	8/10/2020
HARMON	JORDAN	BRENDA COWAN ELEMENTARY	ELEM PRIMARY INSTRUCTOR	8/10/2020

HARROD	MELISSA	SOUTHSIDE CTR FOR APLD TECH	LOCAL VOC SCHOOL INSTR	8/10/2020
HARTLINE	KELSEY	LANSDOWNE ELEMENTARY	MEDIA LIBRARIAN	7/28/2020
HAWKINS	PHILLIP	BRYAN STATION HIGH	HS PHYSICAL EDUCATION	8/10/2020
HISLE	EMILY	RISE STEM ACADEMY FOR GIRLS	ELEM PRIMARY INSTRUCTOR	7/27/2020
HOOFNAGLE	AUDRA	WINBURN MIDDLE	PGES COACH - ADMIN	8/10/2020
JACOBSEN	JORDAN	PAUL LAURENCE DUNBAR HIGH	EXC CHILD MODERATE SEVERE	8/10/2020
JARVIS	GEORGEANNA	TATES CREEK HIGH	HS CONSUMER LIFE SCIENCE	8/10/2020
JOHNSON	LAUREN	RUSSELL CAVE ELEMENTARY	ELEM INTERMEDIATE INSTRUCTOR	8/10/2020
LEAVELL	KARA	LEX TRAD MAGNET MIDDLE	FAMILY RESOURCE CENTER COORD	7/1/2020
LINKOUS	KATELIN	JESSIE M CLARK MIDDLE	SPEECH THER-CERT NO ASHA	8/10/2020
MATTINGLY	JESSICA	RUSSELL CAVE ELEMENTARY	MEDIA LIBRARIAN	7/28/2020
MILLER	MORGAN	EDYTHE J HAYES MIDDLE	MID SCIENCE INSTRUCTOR	8/10/2020
PAYNE	MICHAEL	BRYAN STATION HIGH	HS BAND INSTRUCTOR	8/10/2020
PEDDICORD	ANDREW	BEAUMONT MIDDLE SCHOOL	MID MATH INSTRUCTOR	8/10/2020
RULON	AMANDA	HARRISON ELEMENTARY	PROM ACAD-ELEM INTER INSTR	8/3/2020
SAMPSON	ANN	BUDGET & STAFFING	DIRECTOR BUDGET & STAFFING	7/1/2020
VESCIO	JAMIE	SCAPA AT BLUEGRASS	MID FRENCH INSTRUCTOR	8/10/2020
WILLIAMS	SANDRA	BEAUMONT MIDDLE SCHOOL	MID SCIENCE INSTRUCTOR	8/10/2020
WORRELL	MEGAN	YATES ELEMENTARY	ELEM INTERMEDIATE INSTRUCTOR	8/10/2020

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

Name	From	To	Effective Date
ADAMS	BRENDA	STUDENT ACHIEV & SUPPT/DW MENTAL HLTH SPC	LANSDOWNE ELEM/GUIDANCE SPEC-ELEM COUNSELOR
ALLEN	JAMIE	FREDERICK DOUGLASS HS/HS BUSINESS INSTR	HENRY CLAY HS/SCHOOL ASSOCIATE PRINCIPAL
BALDRIDGE	MOLLY	MORTON MIDDLE/EXC CHILD MS	HARRISON ELEM/PROM ACAD- EXC CH MOD SEVERE
BANE	ANNA	HARRISON ELEM/PROM ACAD-ELEM INTERMED INSTR	RISE STEM ACADEMY FOR GIRLS/ELEM PRIMARY INSTR
BARNES	MEGAN	BRENDA COWAN ELEM/ELEM CURRICULUM INSTR	BRENDA COWAN ELEM/PGES COACH - ADMIN

BEASLEY	MARY	ML KING ACADEMY/EXC CHILD LBD	LAFAYETTE HS/ACHIEVEMENT & COMPLIANCE COACH	7/1/2020
BIRD	AUSTIN	HARRISON ELEM/PROM ACAD-ELEM INTERMED INSTR	RUSSELL CAVE ELEM/ELEM ESL INSTR	7/1/2020
BLAKE	HEATHER	LANSDOWNE ELEM/ELEM PRIMARY INSTR	ROSA PARKS ELEM/ELEM INTER INSTR	7/1/2020
BOYECHKO	IRINA	DEEP SPRINGS ELEM/ELEM INTER INSTR	RUSSELL CAVE ELEM/ELEM ESL INSTR	7/1/2020
BRANHAM	SARA	TATES CREEK ELEM/ELEM PRIMARY INSTR	SANDERSVILLE ELEM/ELEM PRIMARY INSTR	7/1/2020
BROWN	SHAKESHA	TATES CREEK ELEM/ELEM PRIMARY INSTR	WILLIAM WELLS BROWN ELEM/PROM ACAD-GUID SPEC-ELEM COUNS	7/1/2020
BUCKLER	ELIZABETH	SQUIRES ELEM/ELEM INTER INSTR	SANDERSVILLE ELEM/ELEM PRIMARY INSTR	7/1/2020
CAIN-MIRACLE	MARGARET	SPECIAL EDUCATION/EXC CHILD SPEECH LANG RES SPEC	SPECIAL EDUCATION/504 COORDINATOR	7/1/2020
CLAUS	MARGARETT	LEESTOWN MIDDLE/MID MATH INSTR	TATES CREEK HIGH/HS MATH INSTR	7/1/2020
COMBS	JAMIE	NORTHERN ELEM/ELEM ESL INSTR	TATES CREEK ELEM/ELEM PRIMARY INSTR	7/1/2020
CRAFT	ADAM	CRAWFORD MIDDLE SCHOOL/MID ART INSTR	THE LEARNING CENTER/HS ART INSTR	7/1/2020
DREYER-HANES	TRACIE	BOOKER T WASHINGTON ELEM/MEDIA LIBRARIAN	NORTHERN ELEM/ELEM ESL INSTR	7/1/2020
DUNN	ASHLEY	MARY TODD ELEM/ELEM INTERVENTION INSTR	ATHENS CHILESBURG ELEM/ELEM PRIMARY INSTR	7/1/2020
DURHAM	ASHLEY	BOOKER T WASHINGTON ELEM/ELEM KINDERGARTEN INSTR	RISE STEM ACADEMY FOR GIRLS/ELEM PRIMARY INSTR	7/1/2020
DURHAM	MOLLY	SOUTHERN MIDDLE/MID ART INSTR	TATES CREEK HIGH/HS ART INSTR	7/1/2020
EIZENSTAT	TARA	CRAWFORD MS/21ST CENT GRANT PRG MNGR	TATES CREEK MS/21 ST CENT GRANT PRG MNGR	7/1/2020
FEATHERINGILL	ROBIN	LEESTOWN MIDDLE/MID SCHOOL CLASSROOM INSTRUC	FREDERICK DOUGLASS HS/HS SCIENCE INSTR	7/1/2020
FERGUSON	SCOTT	ALT SUPPORT PROGRAMS/MID SCHOOL CLASSROOM INSTRUC	SUCCESS ACADEMY/HS MATH INSTR	7/1/2020
FIELDS	AMY	TATES CREEK HIGH/HS ENGLISH INSTR	TATES CREEK HIGH/COUNSELOR - MIDDLE/HIGH	7/1/2020

FLETCHER	JESSICA	MARY TODD ELEM/ELEM INTERVENTION INSTR	LANSDOWNE ELEM/ELEM PRIMARY INSTR	7/1/2020
FRENCH	BRANDON	LEESTOWN MIDDLE/MID MATH INSTR	BEAUMONT MIDDLE SCHOOL/MID BUSINESS/COMPUTER	7/1/2020
FULLWOOD	SONIA	CARTER G WOODSON ACADEMY/MID MATH INSTR	MORTON MIDDLE/MID MATH INSTR	7/1/2020
GEREN	AMANDA	TATES CREEK MIDDLE/MID MATH INSTR	BEAUMONT MIDDLE SCHOOL/MID MATH INSTR	7/1/2020
GINTER	MOLLIE	CHIEFACADOFF/CURR/INSTR/SCHOOL BASED INSTR SPECIALIST	CASSIDY ELEM/PGES COACH - ADMIN	7/1/2020
GORSKI	CLAIRE	LAFAYETTE HS/ADMINISTRATIVE DEAN	LAFAYETTE HS/SCHOOL ASSOCIATE PRINCIPAL	7/1/2020
GREENE	JESSICA	BRENDA COWAN ELEM/PGES COACH - ADMIN	RISE STEM ACADEMY FOR GIRLS/ADMINISTRATIVE DEAN	7/1/2010
HACKLEMAN	STEPHANIE	WINBURN MIDDLE/EXC CHILD LBD	EDYTHE J HAYES MIDDLE SCHOOL/EXC CHILD LBD	7/1/2020
HAMM	HALEY	BRENDA COWAN ELEM/ELEM INTER INSTR	LIBERTY ELEM/ELEM INTER INSTR	7/1/2020
HANELINE	EMILY	EDYTHE J HAYES MIDDLE SCHOOL/EXC CHILD LBD	EDYTHE J HAYES MIDDLE SCHOOL/SCHOOL ASSOCIATE PRINCIPAL	7/1/2020
HARBERSON	MACKENZIE	JAMES LANE ALLEN ELEM/EXC CHILD LBD	CARDINAL VALLEY ELEM/EXC CHILD LBD	7/1/2020
HARMON	WESLEY	PAUL LAURENCE DUNBAR HIGH/EXC CHILD LBD	SOUTHERN MIDDLE/EXC CHILD LBD	7/1/2020
HARNEY	VIRGINIA	MILLCREEK ELEM/ELEM PRIMARY INSTR	GARRETT MORGAN ELEM/ELEM INTER INSTR	7/1/2020
HAWKINS	ALISON	HARRISON ELEM/PROM ACAD-ELEM INTERMED INSTR	BRENDA COWAN ELEM/ELEM PRIMARY INSTR	7/1/2020
HENDRIX	ALEXANDER	SOUTHERN MIDDLE/EXC CHILD LBD	WILLIAM WELLS BROWN ELEM/PROM ACAD-EXC CHILD LBD	7/1/2020
HEWITT	HALLE	HARRISON ELEM/PROM ACAD-ELEM PRIMARY INSTR	DIXIE MAGNET ELEM/ELEM PRIMARY INSTR	7/1/2020
HIRE	REGAN	BRECKINRIDGE ELEM/ELEM PRIMARY INSTR	STONEWALL ELEM/ELEM INTER INSTR	7/1/2020
HOLLINGSWORTH	JOY	MAXWELL ELEM/ELEM PRIMARY INSTR	SOUTHERN ELEM/ELEM PRIMARY INSTR	7/1/2020

HOWARD	KRISTEN	WINBURN MIDDLE/EXC CHILD LBD	LEESTOWN MIDDLE/EXC CHILD LBD	7/1/2020
HUTCHINSON	CARL	PAUL LAURENCE DUNBAR HIGH/EXC CHILD LBD	BRYAN STATION TRADL MIDDLE/EXC CHILD LBD	7/1/2020
HUTCHINSON	EBONY	MILLCREEK ELEM/PGES COACH - ADMIN	WILLIAM WELLS BROWN ELEM/SCHOOL PRINCIPAL	7/1/2020
JOHNSON	KARA	BRYAN STATION TRADL MIDDLE/INTERIM PGES COACH-ADMIN	BRYAN STATION TRADL MIDDLE/PGES COACH - ADMIN	7/1/2020
JOHNSON	RENARDO	HARRISON ELEM/PROM ACAD-ELEM INTERVENT INSTR	CARTER G WOODSON ACADEMY/COUNSELOR - MIDDLE/HIGH	7/1/2020
JOHNSON JR	TOMMY	FREDERICK DOUGLASS HS/HS INTERVENTION INSTR	BRYAN STATION HIGH/HS PHYSICAL EDUCATION	7/1/2020
JONES	CASSANDRA	LEXINGTON TRAD MAGNET MIDDLE/EXC CH MOD SEVERE(HEALTH AIDE)	TATES CREEK ELEM/EXC CHILD LBD	7/1/2020
JONES	JAY	WILLIAM WELLS BROWN ELEM/SCHOOL PRINCIPAL	WINBURN MIDDLE/SCHOOL ASSOCIATE PRINCIPAL	7/1/2020
JONES	MICHAEL	MARY TODD ELEM/PGES COACH - ADMIN	MARY TODD ELEM/SCHOOL PRINCIPAL	7/1/2020
JONES	TWANJUA	YATES ELEM/SCHOOL PRINCIPAL	MORTON MIDDLE/SCHOOL PRINCIPAL	7/1/2020
KEENE	TRISTA	JAMES LANE ALLEN ELEM/21ST CENTURY GRANT PROG MAN	RISE STEM ACADEMY FOR GIRLS/ELEM KINDERGARTEN INSTR	7/1/2020
KEENEY	PATRICK	WINBURN MIDDLE/PGES COACH - ADMIN	WINBURN MIDDLE/SCHOOL ASSOCIATE PRINCIPAL	7/1/2020
KITTINGER	JENNY	WINBURN MIDDLE/MID ART INSTR	BRYAN STATION HIGH/HS ART INSTR	7/1/2020
LEHMAN	ELIZABETH	ATHENS CHILESBURG ELEM/ELEM PRIMARY INSTR	GARRETT MORGAN ELEM/ELEM PRIMARY INSTR	7/1/2020
LESZCZYNSKI	WALTER	TATES CREEK HIGH/HS SPANISH INSTR	THE LEARNING CENTER/HS SPANISH INSTR	7/1/2020
LINDSAY	FELICIA	ML KING ACADEMY/INTERIM SCHOOL ASSOCIATE PRINCIPAL	ML KING ACADEMY/SCHOOL ASSOCIATE PRINCIPAL	7/1/2020
LITTLE	CALLIE	STONEWALL ELEM/ELEM PRIMARY INSTR	ROSA PARKS ELEM/ELEM PRIMARY INSTR	7/1/2020
LONG	CHRIS	TATES CREEK HIGH/HS SOCIAL STUDIES INSTR	TATES CREEK HIGH/ADMINISTRATIVE DEAN	7/1/2020

LOPEZ	JENNIFER	ASHLAND ELEM/ELEM PRIMARY INSTR	RISE STEM ACADEMY FOR GIRLS/ELEM KINDERGARTEN INSTR	7/1/2020
MACKEY	KATELYN	SANDERSVILLE/ELEM INTER INSTR	SANDERSVILLE ELEM/ELEM INTERVENTION INSTR	7/1/2020
MARTIR	KATRINA	ARLINGTON ELEM/EXC CHILD LBD	ARLINGTON ELEM/ELEM INTERVENTION INSTR	7/1/2020
MCCLELLAN	CHRISTA	TATES CREEK ELEM/ELEM KINDERGARTEN INSTR	DIXIE MAGNET ELEM/ELEM PRIMARY INSTR	7/1/2020
MCCLELLEN	STACIE	ARLINGTON ELEM/ELEM INTER INSTR	JULIUS MARKS ELEM/ELEM INTER INSTR	7/1/2020
MCCOMBS	HOLLY	HARRISON ELEM/PROM ACAD-EXC CH MOD SEVERE	BRYAN STATION HIGH/EXC CHILD MS	7/1/2020
MCINTOSH	KELLY	FREDERICK DOUGLASS HS/HS MATH INSTR/ HS CLASSROOM INSTR	FREDERICK DOUGLASS HS/HS MATH INSTR	7/1/2020
MCSPADDEN	ALYSSA	CLAYS MILL ELEM/ELEM READING INSTR	CLAYS MILL ELEM/ELEM CURRICULUM INSTR	7/1/2020
MIDDLETON	STACEY	BRYAN STATION HIGH/INTERIM ADMINISTRATIVE DEAN	BRYAN STATION HIGH/ADMINISTRATIVE DEAN	7/1/2020
MILLER	CARL	EASTSIDE CENTER FOR APPLD TECH/INTERIM SCHOOL PRINCIPAL	EASTSIDE CENTER FOR APPLD TECH/SCHOOL PRINCIPAL	7/1/2020
MIRACLE	KAREN	ATHENS CHILESBURG ELEM/ELEM INTER INSTR	ATHENS CHILESBURG ELEM/GUIDANCE SPEC-ELEM COUNSELOR	7/1/2020
MITCHELL	JENNIFER	LANSLOWNE ELEM/ELEM INTERVENTION INSTR	BOOKER T WASHINGTON ELEM/PGES COACH - ADMIN	7/1/2020
MOORE	JESSICA	EDYTHE J HAYES MIDDLE SCHOOL/EXC CHILD LBD	EDYTHE J HAYES MIDDLE SCHOOL/MID INTERVENTION INSTR	7/1/2020
MOORE	JOHN	COVENTRY OAK ELEM/ADMINISTRATIVE DEAN	ASHLAND ELEM/SCHOOL PRINCIPAL	7/1/2020
MORGAN	THOMAS	BRECKINRIDGE ELEM/ELEM INTERVENTION INSTR	HARRISON ELEM/PROM ACAD- ELEM INTERVENT INSTR	7/1/2020
MURDOCK	QUINTON	STUDENT ACHIEV & SUPPT/DW MENTAL HLTH SPC	ML KING ACADEMY/SCHOOL SOCIAL WORKER	7/1/2020
NALL	KEGAN	EDYTHE J HAYES MIDDLE SCHOOL/MID MATH INSTR	EDYTHE J HAYES MIDDLE SCHOOL/MEDIA LIBRARIAN	7/1/2020

NOLAN	ROBERT	LAFAYETTE HS/HS TECHNOLOGY INSTR	EASTSIDE CENTER FOR APPLD TECH/LOCAL VOCATIONAL SCHOOL INSTR	7/1/2020
O'BRIEN	ALEXA	ARLINGTON ELEM/ELEM INTERVENTION INSTR	SOUTHERN MIDDLE/EXC CHILD LBD	7/1/2020
PALMER	SARA	GARRETT MORGAN ELEM/ELEM PRIMARY INSTR	LIBERTY ELEM/ELEM INTER INSTR	7/1/2020
PARKER	JANET	MARY TODD ELEM/ELEM INTERVENTION INSTR	ARLINGTON ELEM/GIFTED & TALENTED INSTR	7/1/2020
PARKS	TRACY	BRYAN STATION HIGH/HS READING INSTR	EASTSIDE CENTER FOR APPLD	7/1/2020
PEAKE	JEFFREY	DEEP SPRINGS ELEM/ELEM INTER INSTR	TECH/ADMINISTRATIVE DEAN DEEP SPRINGS ELEM/ELEM SCIENCE INSTR	7/1/2020
PENNINGTON	JOYCE	WILLIAM WELLS BROWN ELEM/PROM ACAD-EXC CHILD LBD	CARDINAL VALLEY ELEM/EXC CHILD LBD	7/1/2020
PETERS	ANNALEE	SQUIRES ELEM/ELEM INTERVENTION INSTR	SQUIRES ELEM/ELEM ESL INSTR	7/1/2020
PINSON	SHAWNA	TATES CREEK HIGH/ELEM PRESCHOOL INSTR	PAUL LAURENCE DUNBAR HIGH/HS CONSUMER LIFE SCIENCE	7/1/2020
PROCTOR	VENECIA	TATES CREEK MIDDLE/MID LANGUAGE ARTS INSTR	SCAPA AT BLUEGRASS/MID LANGUAGE ARTS INSTR	7/1/2020
QUENON	GREG	TATES CREEK MIDDLE/INTERIM SCHOOL ASSOCIATE PRINCIPAL	TATES CREEK MIDDLE/SCHOOL ASSOCIATE PRINCIPAL	7/1/2020
REYNOLDS	CAITLIN	COVENTRY OAK ELEM/ELEM PRIMARY INSTR	DEEP SPRINGS ELEM/ELEM PRIMARY INSTR	7/1/2020
RICHARDSON	PAUL	YATES ELEM/ADMINISTRATIVE DEAN	BRYAN STATION TRADL MIDDLE/ADMINISTRATIVE DEAN	7/1/2020
ROBERTS	ALLISON	PAUL LAURENCE DUNBAR HIGH/HS SOCIAL STUDIES INSTR	LAFAYETTE HS/HS SOCIAL STUDIES INSTR	7/1/2020
ROSS	FRENINA	WILLIAM WELLS BROWN ELEM/PROM ACAD-GUID SPEC-ELEM SW	RISE STEM ACADEMY FOR GIRLS/GUIDANCE SPEC-ELEM SOC WORKER	7/1/2020
SALYERS	KATHRYN	ATHENS CHILESBURG ELEM/ELEM INTER INSTR	SANDERSVILLE ELEM/ELEM PRIMARY INSTR	7/1/2020
SCHROEDER	DARIN	HENRY CLAY HS/HS SCIENCE INSTR	RISE STEM ACADEMY FOR GIRLS/ELEM CURRICULUM INSTR	7/1/2020

SCOTT	ELIZABETH	NORTHERN ELEM/ELEM PHYSICAL EDUC INSTR	LAFAYETTE HS/HS PHYSICAL EDUCATION	7/1/2020
SEALS	KERIC	LEXINGTON TRAD MAGNET MIDDLE/EXC CHILD LBD	SUCCESS ACADEMY/EXC CHILD LBD	7/1/2020
SEREY	JULIE	MILLCREEK ELEM/ELEM INTER INSTR	GARRETT MORGAN ELEM/ELEM INTER INSTR	7/1/2020
SILIMPERI	MATTHEW	BRYAN STATION TRADL MIDDLE/MID MATH INSTR	WINBURN MIDDLE/MID MATH INSTR	7/1/2020
SMITH	TIFFANY	ML KING ACADEMY/EXC CHILD LBD	HENRY CLAY HS/EXC CHILD LBD	7/1/2020
SPENCER	JENNIFER	ALT SUPPORT PROGRAMS/PROGRAM DIRECTOR	PUPIL PERSONNEL SERVICES/ASST TO DIR OF PUPIL PERS-12MO	7/1/2020
STRAUB	CARRIE	JAMES LANE ALLEN ELEM/EXC CHILD LEARNING & BEAHVIOR	PAUL LAURENCE DUNBARD HS/EXC CHILD LEARNING & BEAHVIOR	7/1/2020
TICHENOR	DONTE	BOOKER T WASHINGTON ELEM/PGES COACH - ADMIN	BOOKER T WASHINGTON ELEM/SCHOOL PRINCIPAL	7/1/2020
TOPLEY	KATHLEEN	EDYTHE J HAYES MIDDLE SCHOOL/MID SCIENCE INSTR	FREDERICK DOUGLASS HS/HS CLASSROOM INSTR	7/1/2020
TORO	JULIANNE	BRYAN STATION TRADL MIDDLE/MID MATH INSTR	SOUTHERN MIDDLE/MID MATH INSTR	7/1/2020
TRIMBLE	ELIZABETH	BRYAN STATION TRADL MIDDLE/INTERIM SCHOOL ASSOCIATE PRINCIPAL	BRYAN STATION TRADL MIDDLE/SCHOOL ASSOCIATE PRINCIPAL	7/1/2020
TROOP	LINDSAY	ROSA PARKS ELEM/ELEM PRIMARY INSTR	NORTHERN ELEM/ELEM ESL INSTR	7/1/2020
VOGEL	MEGAN	SOUTHERN MIDDLE/MID MATH INSTR	LEESTOWN MIDDLE/MID MATH INSTR	7/1/2020
WARD	JORDAN	NORTHERN ELEM/ELEM PRESCHOOL INSTR	ARLINGTON ELEM/EXC CHILD LBD	7/1/2020
WEBSTER	JAMES	TATES CREEK MIDDLE/DEAN OF STUDENTS	TATES CREEK MIDDLE/ADMINISTRATIVE DEAN	7/1/2020
WEDDINGTON	ESTHER	BOOKER T WASHINGTON ELEM/ELEM PRIMARY INSTR	SANDERSVILLE ELEM/ELEM INTER INSTR	7/1/2020
WILLIAMS	JEFFREY	WINBURN MIDDLE/MID SAFE INSTR	WINBURN MIDDLE/DEAN OF STUDENTS	7/1/2020
WOOTEN	ZACK	PAUL LAURENCE DUNBAR HIGH/HS MATH INSTR	HENRY CLAY HS/HS MATH INSTR	7/1/2020

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

Name		Location	Assignment	Effective Date
ADKINS	CHRISTOPHER	CRAWFORD MIDDLE SCHOOL	MID INTERVENTION INSTRUCTOR	7/1/2020
AGUILAR	CARLOS	YATES ELEMENTARY	ELEM INTERVENTION INSTRUCTOR	7/1/2020
AKEL	KAREN	PICADOME ELEMENTARY	ELEM ORCHESTRA INSTRUCTOR	7/1/2020
ALCALA	PABLO	FREDERICK DOUGLASS HS	HS CLASSROOM INSTRUCTOR	7/1/2020
AMAT PERAL	HERMINIA	BRYAN STATION TRADL MIDDLE	MID SCIENCE INSTRUCTOR	7/1/2020
ANDERSON	TOBY	MARY TODD ELEMENTARY	ELEM PRIMARY INSTRUCTOR	7/1/2020
BAIN	CANDACE	LEXINGTON TRAD MAGNET MIDDLE	EXC CHILD LEARNING & BEHAVIOR	7/1/2020
BARKLEY	BEN	PAUL LAURENCE DUNBAR HIGH	EXC CHILD LEARNING & BEHAVIOR	7/1/2020
BARRETTE	RANDY	WINBURN MIDDLE	MID ESL INSTRUCTOR	7/1/2020
BEASLEY	EULAUN	BRYAN STATION TRADL MIDDLE	MID LANGUAGE ARTS INSTRUCTOR	7/1/2020
BLODGETT	JENNA	BT WASHINGTON ELEMENTARY	ELEM INTERMEDIATE INSTRUCTOR	7/1/2020
BRAVARD	LAUREN	ROSA PARKS ELEMENTARY	ELEM KINDERGARTEN INSTRUCTOR	7/1/2020
BRITT	KIRSTEN	TATES CREEK HIGH	EXC CHILD LEARNING & BEHAVIOR	7/1/2020
BROCK	BRITTANY	CARDINAL VALLEY ELEMENTARY	ELEM KINDERGARTEN INSTRUCTOR	7/1/2020
BROOKING	BRENNA	ATHENS CHILESBURG ELEM	ELEM INTERMEDIATE INSTRUCTOR	7/1/2020
BRYANT	HARPER	ARLINGTON ELEMENTARY	ELEM INTERMEDIATE INSTRUCTOR	7/1/2020
BURGIN	COLE	TATES CREEK HIGH	HS ESL INSTRUCTOR	7/1/2020
CANADA LOCKE	SHONDA	WINBURN MIDDLE	EXC CHILD LEARNING & BEHAVIOR	7/1/2020
CANTER	COURTNEY	LEXINGTON TRAD MAGNET MIDDLE	EXC CHILD LEARNING & BEHAVIOR	7/1/2020
CASTILLO	BRANDON	EDYTHE J HAYES MIDDLE SCHOOL	MID SOCIAL STUDIES INSTRUCTOR	7/1/2020
COWDEN	SHANNON	WINBURN MIDDLE	EXC CHILD LEARNING & BEHAVIOR	7/1/2020
COWLES	MEGAN	ARLINGTON ELEMENTARY	ELEM PRESCHOOL INSTR	7/1/2020
COX	JAMES	TATES CREEK HIGH	HS BUSINESS INSTRUCTOR	7/1/2020
CUNNINGHAM-AMOS	MARILYNN	SCAPA AT BLUEGRASS	RETIRED ADMINISTRATIVE DEAN	7/1/2020
CUPP	MELISSA	LANSLOWNE ELEMENTARY	ELEM PRIMARY INSTRUCTOR	7/1/2020
DAMAN	KRISTINA	PAUL LAURENCE DUNBAR HIGH	EXC CHILD LEARNING & BEHAVIOR	7/1/2020
DAVIS	REJANE	JAMES LANE ALLEN ELEMENTARY	ELEM INTERMEDIATE INSTRUCTOR	7/1/2020
DE ANDA	LAUREN	NORTHERN ELEMENTARY	ELEM PRIMARY INSTRUCTOR	7/1/2020
DEAN	DONALD	EDYTHE J HAYES MIDDLE SCHOOL	MID ESL INSTRUCTOR	7/1/2020
DEL RIO GARCIA	JOSE DAVID	BRYAN STATION TRADL MIDDLE	MID SCHOOL CLASSROOM INSTRUC	7/1/2020
DERRICK	ANDREA	LEXINGTON TRAD MAGNET MIDDLE	EXC CHILD LEARNING & BEHAVIOR	7/1/2020
DUPREE	STEPHEN	WINBURN MIDDLE	MID SCHOOL CLASSROOM INSTRUC	7/1/2020
EVANS	CHRISTOPHER	SANDERSVILLE ELEMENTARY	EXC CHILD LEARNING & BEHAVIOR	7/1/2020

FEDRIANI COSTA	JOSE	BRYAN STATION TRADL MIDDLE	MID LANGUAGE ARTS INSTRUCTOR	7/1/2020
FRAILE-VILLACORTA	LUCIA	LIBERTY ELEMENTARY	ELEM PRIMARY INSTRUCTOR	7/1/2020
GOODE	PATRICIA	FREDERICK DOUGLASS HS	EXC CHILD MODERATE SEVERE	7/1/2020
GULLETT	SARAH	RISE STEM ACADEMY FOR GIRLS	ELEM ESL INSTRUCTOR	7/1/2020
GUTIERREZ	AVELINA	RISE STEM ACADEMY FOR GIRLS	ELEM PRIMARY INSTRUCTOR	7/1/2020
HARRINGTON	COURTNEY	DEEP SPRINGS ELEMENTARY	EXC CHILD LEARNING & BEHAVIOR	7/1/2020
HARRIS-WILLIAMS	BRITTANY	BRYAN STATION TRADL MIDDLE	MID SCIENCE INSTRUCTOR	7/1/2020
HEAD	KELLY	LEXINGTON TRAD MAGNET MIDDLE	MID SOCIAL STUDIES INSTRUCTOR	7/1/2020
HOUSLEY	CAITLIN	LEXINGTON TRAD MAGNET MIDDLE	MID SCHOOL BAND INSTRUCTOR	7/1/2020
HUDSON	WILLIAM	LAFAYETTE HIGH SCHOOL	HS ENGLISH INSTRUCTOR	7/1/2020
HUFFMAN	HEATHER	CRAWFORD MIDDLE SCHOOL	MID ESL INSTRUCTOR	7/1/2020
JARNAGIN	MARY	STUDENT ACHIEVEMENT & SUPPORT	DW MENTAL HEALTH SPECIALIST	7/1/2020
JELF	HUNTER	CARTER G WOODSON ACADEMY	HS ENGLISH INSTRUCTOR	7/1/2020
JENKINS	JOE	TATES CREEK HIGH	HS TECHNOLOGY INSTRUCTOR	7/1/2020
JENKINS	STEPHEN	STUDENT ACHIEVEMENT & SUPPORT	DW MENTAL HEALTH SPECIALIST	7/1/2020
KUTCHAN	KIM	SOUTHERN MIDDLE	MID LANGUAGE ARTS INSTRUCTOR	7/1/2020
LAYNE	ADAM	WINBURN MIDDLE	MID SCIENCE INSTRUCTOR	7/1/2020
LOSTOTTER	JULIE	CARDINAL VALLEY ELEMENTARY	ELEM INTERVENTION INSTRUCTOR	7/1/2020
MARKSBURY	MEGAN	BRECKINRIDGE ELEMENTARY	ELEM PRIMARY INSTRUCTOR	7/1/2020
MATO	MARIA	MAXWELL ELEMENTARY	ELEM INTERMEDIATE INSTRUCTOR	7/1/2020
MCDONALD	KATHERINE	CARDINAL VALLEY ELEMENTARY	ELEM ESL INSTRUCTOR	7/1/2020
MILLER	KENDRA	WINBURN MIDDLE	MID INTERVENTION INSTRUCTOR	7/1/2020
MITCHELL	JANE	GARRETT MORGAN ELEMENTARY	ELEM TECHNOLOGY INSTRUCTOR	7/1/2020
MOFFETT	AMANDA	NORTHERN ELEMENTARY	ELEM ESL INSTRUCTOR	7/1/2020
MORTON	SCHURONDA	SCH IMPROVEMENT & INNOVATION	RETIRED SR DIR ACAD SVCS	7/1/2020
MULLINS	CHELSEA	PAUL LAURENCE DUNBAR HIGH	HS MATH INSTRUCTOR	7/1/2020
MURGO	JACOB	TATES CREEK HIGH	HS SOCIAL STUDIES INSTRUCTOR	7/1/2020
NIEHAUS	REMINGTON	BT WASHINGTON ELEMENTARY	ELEM PRIMARY INSTRUCTOR	7/1/2020
O'LEARY	JOSHUA	LIBERTY ELEMENTARY	ELEM ORCHESTRA INSTRUCTOR	7/1/2020
ORR	KARA	BT WASHINGTON ELEMENTARY	ELEM PRIMARY INSTRUCTOR	7/1/2020
PADGETT	KELLY	BT WASHINGTON ELEMENTARY	ELEM PRIMARY INSTRUCTOR	7/1/2020
PRARIA	MICHELLE	GARDEN SPRINGS ELEMENTARY	ELEM PRIMARY INSTRUCTOR	7/1/2020
RATLIFF	RYAN	SOUTHERN MIDDLE	MID PHYSICAL ED INSTRUCTOR	7/1/2020
RAWLINGS	BRITTANY	MARY TODD ELEMENTARY	ELEM PRIMARY INSTRUCTOR	7/1/2020
RICKS	CAROLINE	THE LEARNING CENTER	HS SCIENCE INSTRUCTOR	7/1/2020
RUSSELL	HEIDI	TATES CREEK HIGH	EXC CHILD LEARNING & BEHAVIOR	7/1/2020
SANDERS	DIONDRAY	WW BROWN ELEMENTARY	PROM ACAD-ELEM KINDER INST	7/1/2020
SCHAUB	CHERYL	ASHLAND ELEMENTARY	ELEM ART INSTRUCTOR	7/1/2020
SCHWAB	ALEXANDRA	GLENDOVER ELEMENTARY	ELEM INTERMEDIATE INSTRUCTOR	7/1/2020

SCOTT	ALYXANDRA	WELLINGTON ELEMENTARY	ELEM PRIMARY INSTRUCTOR	7/1/2020
SEIZ-RODRIGO	DAVID	BRYAN STATION TRADL MIDDLE	MID SOCIAL STUDIES INSTRUCTOR	7/1/2020
SHEARER	REBECCA	BRYAN STATION HIGH	ADMINISTRATIVE DEAN	7/1/2020
SKEEL	MELISSA	CLAYS MILL ELEMENTARY	ELEM PRIMARY INSTRUCTOR	7/1/2020
SMITH	CRAIG	BEAUMONT MIDDLE SCHOOL	EXC CHILD LEARNING & BEHAVIOR	7/1/2020
SMITH	JAMEISHA	MILLCREEK ELEMENTARY	ELEM PRIMARY INSTRUCTOR	7/1/2020
SWARTZ	SONYA	BRYAN STATION TRADL MIDDLE	MID READING INSTRUCTOR	7/1/2020
TATUM	BRITTANY	BT WASHINGTON ELEMENTARY	ELEM PRIMARY INSTRUCTOR	7/1/2020
TAYLOR	ANGELA	SOUTHERN ELEMENTARY	ELEM INTERMEDIATE INSTRUCTOR	7/1/2020
TRINCADO RUIZ	ALFONSO	BRYAN STATION TRADL MIDDLE	MID MULTI POSITION	7/1/2020
TURNER	LAUREN	NORTHERN ELEMENTARY	EXC CHILD LEARNING & BEHAVIOR	7/1/2020
UZQUIANO	PATRICIA	THE STABLES	EXC CHILD LEARNING & BEHAVIOR	7/1/2020
VALENCIA RUEDA	MARTHA	CARDINAL VALLEY ELEMENTARY	ELEM PRIMARY INSTRUCTOR	7/1/2020
WARD	REBECCA	MILLCREEK ELEMENTARY	ELEM READING INSTRUCTOR	7/1/2020
WEBB	KESHIA	COVENTRY OAK ELEMENTARY	ELEM PRIMARY INSTRUCTOR	7/1/2020
WEISENFELD	KENDRA	MILLCREEK ELEMENTARY	ELEM INTERMEDIATE INSTRUCTOR	7/1/2020
WHALEN	POLLY	CRAWFORD MIDDLE SCHOOL	MID LANGUAGE ARTS INSTRUCTOR	7/1/2020
WILLIAMS	RYAN	EARLY START	ELEM PRESCHOOL INSTR	7/1/2020
WRIGHTSON	JOSEPH	BRENDA COWAN ELEMENTARY	ELEM GENERAL/VOCAL MUSIC INSTR	7/1/2020
YATES	WENDY	LEXINGTON TRAD MAGNET MIDDLE	MID ORCHESTRA INSTRUCTOR	7/1/2020
YOUNG	TROY	TATES CREEK HIGH	EXC CHILD LEARNING & BEHAVIOR	7/1/2020
ZANDER	KAYLIE	PICADOME ELEMENTARY	ELEM PRIMARY INSTRUCTOR	7/1/2020

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

Name	Location	Assignment	Effective Date
AYUB	MARIA	BRYAN STATION HIGH	HS SPANISH INSTRUCTOR
BAKER	HADLEY	WW BROWN ELEMENTARY	PROM ACAD-ELEM PRIMARY INSTR
BERNHARD	BRADLEY	LAFAYETTE HIGH SCHOOL	HS SCIENCE INSTRUCTOR
BLACKBURN	SHANNON	ASHLAND ELEMENTARY	SCHOOL PRINCIPAL
BRIGGS	ALYSSA	HARRISON ELEMENTARY	PROM ACAD-ELEM INTERM INSTR
COOK	KAREN	LEESTOWN MIDDLE	EXC CHILD LBD
CRONIN	PATRICIA	WELLINGTON ELEMENTARY	ELEM KINDERGARTEN INSTRUCTOR
ELLIOTT	LAURA	CHIEFACADOFF/CURR/INSTR	SCHOOL BASED INSTR SPC
GALLO SUAREZ	MIZARI	ARLINGTON ELEMENTARY	FAMILY RESOURCE CTR COORD
GLASGOW	AUSTIN	LEXINGTON TRAD MAGNET MID	MID PHYSICAL ED INSTRUCTOR
HERRON	JENNIFER	MARY TODD ELEMENTARY	EXC CHILD MODERATE SEVERE

JOHNSON	ERIKA	STONEWALL ELEMENTARY	ELEM PRIMARY INSTRUCTOR	6/30/2020
JONES	JEREMY	MORTON MIDDLE	EXC CHILD LBD	6/30/2020
KING	RYAN	BRYAN STATION HIGH	SCHOOL PRINCIPAL	6/30/2020
MARCUM	SARAH	SPECIAL EDUCATION	DW EXC CHILD RESOURCE INSTR	6/30/2020
MILFORD	ZACHARY	SOUTHERN MIDDLE	MID LANGUAGE ARTS INSTRUCTOR	6/30/2020
MILLER	JULIE	FREDERICK DOUGLASS HS	HS SCIENCE INSTRUCTOR	6/30/2020
MOULTON	JANA	FINANCIAL SERVICES	PROG MANGR-AFTER SCHOOL PROG	7/24/2020
OEI	ANDRE	YATES ELEMENTARY	ELEM GEN/VOCAL MUSIC INSTR	6/30/2020
OSBORNE	JENNIFER	TATES CREEK ELEMENTARY	ELEM INTERVENTION INSTRUCTOR	6/30/2020
PARKS	FRANK	BRYAN STATION HIGH	HS BUSINESS INSTRUCTOR	6/30/2020
PAVELEK	DONIELLE	HENRY CLAY HIGH SCHOOL	HS CONSUMER LIFE SCIENCE	6/30/2020
PERRAUT	DYLAN	LAFAYETTE HIGH SCHOOL	HS SCIENCE INSTRUCTOR	6/30/2020
RIDDLE	DAVID	TATES CREEK HIGH	HS MATH INSTRUCTOR	6/30/2020
SAULS	ANDREW	ATHENS CHILESBURG ELEM	ELEM INTERMEDIATE INSTRUCTOR	6/12/2020
SPOHN	MICHAEL	WINBURN MIDDLE	EXC CHILD LBD	7/7/2020
SPRING	ERIN	MARY TODD ELEMENTARY	ELEM INTERMEDIATE INSTRUCTOR	6/30/2020
WIRT	SARAH	CRAWFORD MIDDLE SCHOOL	MID SCIENCE INSTRUCTOR	6/30/2020

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

Name	Location	Assignment	Effective Date
BARNES BONNIE	HENRY CLAY HIGH SCHOOL	COUNSELOR - MIDDLE/HIGH	8/31/2020
DUNN SIGNE	MARTIN LUTHER KING ACADEMY	RET HS ACADEMIC INSTRUCTOR	7/31/2020
GILL KAREN	HENRY CLAY HIGH SCHOOL	HS SCIENCE INSTRUCTOR	8/31/2020
KELLEY BLANCHE	SOUTHERN ELEMENTARY	ELEM KINDERGARTEN INSTRUCTOR	9/30/2020
MORRISON KAREN	WELLINGTON ELEMENTARY	MEDIA LIBRARIAN	6/30/2020

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
ALFORD AMY	FREDERICK DOUGLASS HS	CUSTODIAN	7/1/2020
BALLARD BRAND	DEEP SPRINGS ELEM	KINDERGARTEN PARA	8/10/2020
BERWEILER NICHOLAS	CHIEF OPS OFFICE	IAKSS CUSTODIAN	7/6/2020
BRAY CASSIE	BT WASHINGTON ELEM	SP ED PARA	8/10/2020
BRISCOE KELSEY	SANDERSVILLE ELEM	KINDERGARTEN PARA	8/10/2020

BROWN	MATTHEW	JAMES LANE ALLEN ELEM	SP ED PARA	8/10/2020
BURRUSS	BRIAN	RISE STEM ACADEMY FOR GIRLS	CUSTODIAN	7/6/2020
COOFER	SHANNAN	HENRY CLAY HS	SP ED PARA	8/10/2020
CROWDERS	WILLIAM	TATES CREEK MID	SP ED PARA	8/10/2020
DEMIRI	IRFAN	PHYS PLANT OPS	IAKSS CUSTODIAN	7/16/2020
DIAZ DELA PENA	JOSE	BUS GARAGE	VEHICLE MECHANIC I	7/13/2020
DOWNS	LANCE	CLAYS MILL ELEM	KINDERGARTEN PARA	8/10/2020
HAMILTON	CASSIDY	VETERANS PARK ELEM	SP ED PARA	8/10/2020
HOLLOMAN	ODYSSEY	GARRETT MORGAN ELEM	SP ED PARA	8/10/2020
HOLLON	BRITTANY	COVENTRY OAK ELEM	SP ED PARA	8/10/2020
HOWELL	EMBRY	SOUTHERN ELEM	SP ED PARA	8/10/2020
HUDDLESTON	HAYLI	HENRY CLAY HS	SP ED PARA	8/10/2020
HUGHES	CARROLL	LAFAYETTE HS	SP ED PARA	8/10/2020
JACKSON	JORDYN	CLAYS MILL ELEM	KINDERGARTEN PARA	8/10/2020
JONES	SELIKA	EARLY START	EARLY START PARA	8/10/2020
JUSTICE	JACQUELINE	CASSIDY ELEM	SP ED PARA	8/10/2020
LAMBERT	CHRISTINA	CLAYS MILL ELEM FD SERV	FD SERV ASSISTANT I	7/1/2020
LLANILLO-ELMS	LIV	CLAYS MILL ELEM	SP ED PARA	8/10/2020
MCCASKILL SMILEY	HOPE	DEEP SPRINGS ELEM	SP ED PARA	8/10/2020
MCKINLEY	MICHAEL	WINBURN MID	SP ED PARA	8/10/2020
MEANS	MATHEW	PHYS PLANT OPS	GROUNDS WORKER I	7/13/2020
MILLER	AMANDA	WELLINGTON ELEM	SCHOOL OFFICE ASSISTANT	7/20/2020
OLDHAM	SUSAN	BRENDA COWAN ELEM	SCHOOL OFFICE ASSISTANT	7/20/2020
OWSLEY	JOSHUA	LANSDOWNE ELEM	SP ED PARA	8/10/2020
PARKS	JESSICA	MLK ACADEMY	SCHOOL ADMIN ASST I	7/20/2020
REYNOLDS	REBECCA	SANDERSVILLE ELEM	SP ED PARA	8/10/2020
ROSS	SARAH	LIBERTY ELEM	KINDERGARTEN PARA	8/10/2020
SIERRA JIMENEZ	VALERIA	SOUTHERN ELEM	SCHOOL OFFICE ASSISTANT	7/20/2020
SMITH	TIMOTHY	BRECKINRIDGE ELEM	SP ED PARA	8/10/2020
SNOPKO	GRACIELA	CLAYS MILL ELEM	CUSTODIAN	7/13/2020
VALLE	JOSE	COVENTRY OAK ELEM	SCHOOL OFFICE ASSISTANT	7/20/2020
WALLIN	DAWN	SOUTHERN ELEM	SCHOOL OFFICE ASSISTANT	7/20/2020
WEAVER	TODD	TATES CREEK MID	SP ED PARA	8/10/2020
WISEMAN	STEPHANIE	ATHENS CHILESBURG ELEM	SCHOOL OFFICE ASSISTANT	7/27/2020

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
BAKER	TRAVIS	FOOD SERVICES/FD SRV ASST II	MAINTENANCE SHOP/CUST	7/1/2020
BLACKBURN	FELICIA	BRYAN STATION HIGH/SP ED PARA	LEX TRAD MAGNET/SP ED PARA	7/1/2020
BRUNER	DANIEL	DEEP SPRINGS ELEM/SP ED PARA	MARTIN LUTHER KING ACADEMY/SP ED PARA	7/1/2020
CAREY	DIANA	STONEWALL ELEM/KINDER PARA	BRECKINRIDGE ELEM/INSTR PARA	7/1/2020
CARROLL	JEFFREY	PHYSICAL PLANT OPS/IAKSS CUST	YATES ELEM/CUST	7/1/2020
CHAPLOW	MARK	TECHNOLOGY/SYSTEMS ANALYST	DATA MANAGEMENT/DATA STRATEGIST	7/1/2020
DENNIS	ANNA	EDYTHE J HAYES MID/ATTENDANCE SPECIALIST - MID	EDYTHE J HAYES MS/SCHOOL ADMIN ASST II - MID	7/1/2020
DUNCAN	BRANDYN	ARLINGTON ELEM/SP ED PARA	MARY TODD ELEM/SP ED PARA	7/1/2020
ELVEUS	FRITZNEL	CARDINAL VALLEY/LEAD CUST SERVICE WORKER	CARDINAL VALLEY ELEM/SCHOOL OFFICE ASSISTANT	7/1/2020
FLOREZ	JOHN	BRYAN STATION HIGH/LEAD CUST SERVICE WORKER	CASSIDY ELEM/CUST	7/1/2020
GOMEZ				
GRANVILLE	JOYCE	MARY TODD ELEM/EARLY START PARA	MARY TODD ELEM/SP ED PARA	7/1/2020
GRAY	CAROLYN	CASSIDY ELEM/INSTR PARA	CASSIDY ELEM/SCHOOL ADMIN ASST II - ELEM	7/1/2020
GREGORY	KELSEA	BEAUMONT MID /SCHOOL OFFICE ASSISTANT	BEAUMONT MS/REGISTRAR	7/1/2020
HARBERSON	JOSEPH	YATES ELEM/LEAD CUST SERVICE WORKER	PAUL LAURENCE DUNBAR HIGH/CUST SUPERVISOR	7/1/2020
HARRIS	DARRELL	STONEWALL ELEM/CUST	PHYSICAL PLANT OPS/GROUNDS WORKER I	7/1/2020
HAUSLEY	AARON	BUS GARAGE/BUS MONITOR	SOUTHERN ELEM/SP ED PARA	7/1/2020
HAWKS	KENNETH	WINBURN MID/INSTR PARA	WINBURN MID/SP ED PARA	7/1/2020
HEADLEY	CLAIRE	ARLINGTON ELEM/SP ED PARA	MARY TODD ELEM/SP ED PARA	7/1/2020
HIGGINS JR	ERIC	BUS GARAGE/BUS MONITOR	FREDERICK DOUGLASS HS/SP ED PARA	7/1/2020
MCCOMBS	ANTONIAS	LEXINGTON TRAD MAGNET MID/SAFE PARA	BRYAN STATION HIGH/INSTR PARA	7/1/2020
MURPHY	CATHY	SANDERSVILLE ELEM/EARLY START PARA	SANDERSVILLE ELEM/SCHOOL OFFICE ASSISTANT	7/1/2020

RHODES	ROY	FAYETTE PRESCHOOL CENTER/SP ED PARA	DISTRICT WIDE/REGISTERED BEHAVIOR TECH	7/1/2020
SAMS	JANET	CASSIDY ELEM/CUST	CASSIDY ELEM/LEAD CUST SERVICE WORKER	7/1/2020
SIMONDS	MICHELE	BRYAN STATION HIGH/SCHOOL OFFICE ASSISTANT	BRYAN STATION HIGH/SCHOOL ACCOUNT SPEC - HIGH	7/1/2020
STOKLEY	BILLY	BRYAN STATION HIGH/CUST	BRYAN STATION HIGH/LEAD CUST SERVICE WORKER	7/1/2020
TAYLOR	DANA	LAFAYETTE HS/ATTENDANCE SPEC - HS	DEEP SPRINGS ELEM/SCHOOL ADMIN ASST II - ELEM	7/1/2020
TILLERY	KEVIN	FAYETTE PRESCHOOL CENTER/SP ED PARA	DISTRICT WIDE/REGISTERED BEHAVIOR TECH	7/1/2020
TYLER	TRISTAN	LEESTOWN MID/SP ED PARA	PAUL LAURENCE DUNBAR HIGH/SP ED PARA	7/1/2020
WILLIAMSON	ERICA	WELLINGTON ELEM/SCHOOL OFFICE ASSISTANT	SPECIAL EDUCATION/REGISTERED BEHAVIOR TECH	7/1/2020

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

Name	Location	Assignment	Effective Date
ABBOTT STEVEN	FOOD SERVICES	PURCHASING TECHNICIAN	7/3/2020
COX BRANDON	BUS GARAGE	VEHICLE MAINTENANCE ASST	7/17/2020
HERRIFORD JAMES	BUS GARAGE	BUS DRIVER	6/19/2020
MILLER AMANDA	WELLINGTON ELEMENTARY	SCHOOL OFFICE ASSISTANT	7/10/2020
PRATHER RICHARD	BRYAN STATION HIGH	SP ED PARA	7/10/2020
SCHAEFER JOHN	JESSIE M CLARK MIDDLE	SP ED PARA	6/30/2020
SNOPKO GRACIELA	CLAYS MILL ELEMENTARY	CUSTODIAN	7/15/2020
TUSSEY RACHEL	FREDERICK DOUGLASS HS	SP ED PARA	6/9/2020
WILLIAMS ERICA	FINANCIAL SERVICES	PAYROLL SPECIALIST	7/1/2020

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

Name	Location	Assignment	Effective Date
ABBOTT MARIA	MARY TODD ELEMENTARY	SCHOOL OFFICE ASSISTANT	7/1/2020
BAILEY ALAINA	LIBERTY ELEMENTARY	FAMILY RESOURCE CENTER COORD	7/1/2020
BARBER NATAVIA	SOUTHERN MIDDLE	SP ED PARA	7/1/2020

BEMBURY	ELLA	RUSSELL CAVE ELEMENTARY	CUSTODIAN	7/1/2020
BROWN	ANDREW	CLAYS MILL ELEMENTARY	SP ED PARA	7/1/2020
BROWN	TAMICHA	DIXIE MAGNET ELEMENTARY	SP ED PARA	7/1/2020
COLLINS	NICHOLAS	THE LEARNING CENTER	INSTRUCTIONAL PARAEDUCATOR	7/1/2020
CONNORS	JANET	LEESTOWN MIDDLE	INSTRUCTIONAL PARAEDUCATOR	7/1/2020
DEANS	PATRICK	NORTHERN ELEMENTARY	INSTRUCTIONAL PARAEDUCATOR	7/1/2020
DISTEL	DAWN	WELLINGTON ELEMENTARY	EARLY START PARAEDUCATOR	7/1/2020
FARONIYA	ANA	IAKSS	FAMILY/COMMUNITY LIAISON	7/1/2020
FRANCIS	DESMOND	ROSA PARKS ELEMENTARY	SP ED PARA	7/1/2020
HARDING	KAREN	GARRETT MORGAN ELEMENTARY	KINDERGARTEN PARAEDUCATOR	7/1/2020
HARMON	JADARION	LEESTOWN MIDDLE	SP ED PARA	7/1/2020
HOLLEMAN	JENNIFER	SANDERSVILLE ELEMENTARY	KINDERGARTEN PARAEDUCATOR	7/1/2020
HOSTLER	FREDDIE	COVENTRY OAK ELEMENTARY	SP ED PARA	7/1/2020
ICE	DANIEL	PAUL LAURENCE DUNBAR HIGH	SP ED PARA	7/1/2020
JACOBS	AMY	RISE STEM ACADEMY FOR GIRLS	KINDERGARTEN PARAEDUCATOR	7/1/2020
JERMEIA	DIONNE	ASHLAND ELEMENTARY	FAMILY RESOURCE CENTER COORD	7/1/2020
JONES	DWAYNE	ASHLAND ELEMENTARY	SP ED PARA	7/1/2020
LEWIS	CHRISTOPHER	LANSLOWNE ELEMENTARY	SP ED PARA	7/1/2020
LEWIS	MELVIN	SOUTHERN ELEMENTARY	SP ED PARA	7/1/2020
LEWIS	TRESA	MILLCREEK ELEMENTARY	KINDERGARTEN PARAEDUCATOR	7/1/2020
MCNELY	PATRICIA	GARDEN SPRINGS ELEMENTARY	KINDERGARTEN PARAEDUCATOR	7/1/2020
MEADOWS	CATHERINE	PAUL LAURENCE DUNBAR HIGH	SP ED PARA	7/1/2020
MILLER	MORGAN	PAUL LAURENCE DUNBAR HIGH	SP ED PARA	7/1/2020
MIRANDA	ERICA	BT WASHINGTON ELEMENTARY	SCHOOL OFFICE ASSISTANT	7/1/2020
MONTANEZ	SYLVIA	TLC	ATTENDANCE SPEC - HS	7/1/2020
NEAL	BROOKE	BRYAN STATION HIGH	SP ED PARA	7/1/2020
POE	JEFFREY	FREDERICK DOUGLASS HS	SP ED PARA	7/1/2020
ROBINSON	DONEKA	BRYAN STATION HIGH	SP ED PARA	7/1/2020
ROLEY	SAMUEL	BT WASHINGTON ELEMENTARY	INSTRUCTIONAL PARAEDUCATOR	7/1/2020
SIMPSON	SHEMETRIA	LAFAYETTE HIGH SCHOOL	SP ED PARA	7/1/2020
SWAUGER	MARY	RISE STEM ACADEMY FOR GIRLS	KINDERGARTEN PARAEDUCATOR	7/1/2020
TAYLOR	JOSHUA	WELLINGTON ELEMENTARY	SP ED PARA	7/1/2020
THOMPSON	CHERYL	CLAYS MILL ELEMENTARY	SP ED PARA	7/1/2020
WELLS	LESLIE	SOUTHERN ELEMENTARY	SAFE PARAEDUCATOR	7/1/2020
WILLIAMSON	ERICA	SPECIAL EDUCATION	REGISTERED BEHAVIOR TECH	7/1/2020

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

Name	Location	Assignment	Effective Date
BRODERSON ANN	LANSLOWNE ELEMENTARY	KINDERGARTEN PARAEDUCATOR	8/31/2020
BURKE KAREN	MAXWELL ELEMENTARY	KINDERGARTEN PARAEDUCATOR	8/31/2020
COMBS GERALD	SQUIRES ELEMENTARY	CUSTODIAN	8/31/2020
GUY ARTHUR	LAFAYETTE HIGH SCHOOL	PART-TIME CUSTODIAN	8/31/2020
NEAL EARLENE	SQUIRES ELEMENTARY	SP ED PARA	8/31/2020
NICHOLSON SANDRA	TECHNOLOGY	DATA COMMUNICATIONS SPECIALIST	7/31/2020
NICHOLSON SANDRA	TECHNOLOGY	DATA COMMUNICATIONS SPECIALIST	8/31/2020
PERKINS CAROLYN	STONEWALL ELEMENTARY	INSTRUCTIONAL PARAEDUCATOR	8/31/2020

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
BAILEY NICHOLAS	HENRY CLAY HIGH SCHOOL	HS CLUB SPORTS-SPRING
BAUTE GRIFFY	EDYTHE J HAYES MIDDLE SCHOOL	MID DISCRETIONARY COACH WINTER
BURGESS THAYER	BEAUMONT MIDDLE SCHOOL	MID CLUB SPORTS-SPRING
CONNER LANESHIA	FREDERICK DOUGLASS HIGH SCHOOL	HS TRACK & FIELD (ASST)
FELTHAUS ABBY	TATES CREEK HIGH	HS ASST SOCCER (GIRLS)
HOLLAND BREA	FREDERICK DOUGLASS HIGH SCHOOL	HS CLUB SPORTS-SPRING
IRWIN TAYLOR	HENRY CLAY HIGH SCHOOL	HS CLUB SPORTS-SPRING
MIRILOVICH TASHA	LAFAYETTE HIGH SCHOOL	HS DISCRE COACH (YEAR-LONG)
OLIVER EMMA	HENRY CLAY HIGH SCHOOL	HS CLUB SPORTS-SPRING
SMITH ANTHONY	BRYAN STATION HIGH	HS ASST WRESTLING
WARREN SARAH	TATES CREEK HIGH	HS HEAD SOCCER (GIRLS)

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
COX	BRANDON	SUB BUS DRIVER	7/20/2020
DIAZ DELA PENA	JOSE	SUB BUS DRIVER	7/15/2020
DIAZ DELA PENA	JOSE	SUB BUS DRIVER	7/15/2020
DAVIS	WALTER	SUB BUS MONITOR	6/29/2020
GONZALEZ	MIGUEL	SUB BUS MONITOR	7/15/2020
GRAGSTON	JENEE	SUB BUS MONITOR	7/15/2020
GREEN	BUFORD	SUB BUS MONITOR	7/15/2020
HALL	WENDALL	SUB BUS MONITOR	7/15/2020
IRVIN	LINDSAY	SUB BUS DRIVER	7/15/2020
LOGAN	NICHOLE	SUB BUS MONITOR	6/29/2020
SAMUELSON	TODD	SUB BUS DRIVER	6/29/2020
SCOTT	LATASHA	SUB BUS MONITOR	6/29/2020