



## Fayette County Board of Education Planning Meeting

Norsworthy Auditorium  
October 12, 2020  
5:30 PM

<b>A. CALL TO ORDER</b>	Stephanie Spires
1. Roll Call	
<b>B. EXTEND WELCOME TO GUESTS</b>	
<b>C. READING OF MISSION STATEMENT</b>	Tyler Murphy
Our mission is to create a collaborative community that ensures all students achieve at high levels and graduate prepared to excel in a global society.	
<b>D. APPROVAL OF AGENDA</b>	
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. _____	
<b>E. INTRODUCTIONS, RECOGNITIONS AND PROCLAMATIONS:</b>	
1. Proclamations	
<b>F. REPORTS AND COMMUNICATIONS:</b>	
1. Progress Reports	
a. Superintendent's Report	Emmanuel Caulk
1. Academic Services	
2. Operations & Support	Myron Thompson
<b>G. APPROVAL OF ROUTINE MATTERS:</b>	
<b>H. APPROVAL OF CONSENT ITEMS:</b>	
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 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
6. Approval of a BG-5 Project Closeout Form for the Contract for the Replacement of the Athletic Field Artificial Turf and Running Track at	Myron Thompson

Bryan Station High School BG 18-255

7. Approval of a Proposed Change Order (No. Eleven) to the Contract for the Renovation of 1555 Georgetown Road to House the STEAM Academy and the Success Academy BG# 19-163	Myron Thompson
8. Approval of a Proposed Change Order (No. Twelve) to the Contract for the Disconnecting / Setting Up Utilities and Partial Renovation of 450 Park Place (Central Offices) BG# 20-060	Myron Thompson
9. Approval a Revision to the BG-1 Project Application for the Construction of the New Construction of Bates Creek High School BG# 20-082	Myron Thompson
10. Approval of Memorandum of Understanding with the Lexington-Fayette Urban County Government (LFUCG) for the following: 1. Granting of a Portion of Millcreek Elementary School for a Temporary Construction Easement	Myron Thompson
11. Approval of Design Consultant for the Construction of the New Middle School on Polo Club Boulevard	Myron Thompson
12. Approval of Design Consultant for the Construction of the New Girls' STEM School (K-8) on a Site to be Determined	Myron Thompson
<b>I. APPROVAL OF ACTION ITEMS:</b>	
1. Approval of Revised BG-1 Project Application for the Purchase of 100 Midland Avenue BG# 21-056	Myron Thompson
2. Approval of Installation of UV Lighting in the Ductworks for the Existing Bates Creek High School Building	Myron Thompson
<b>J. PLANNING DISCUSSION/INFORMATIONAL ITEMS:</b>	
1. Resolution of Board of Education of Fayette County, Kentucky, Relating to the Issuance of Fayette County School District Finance Corporation School Building Revenue Bonds, Series 2020B (Placeholder)	John White
2. Resolution of Board of Education of Fayette County, Kentucky, Relating to the Issuance of Fayette County School District Finance Corporation School Building Refunding Revenue Bonds, Series 2020C (Placeholder)	John White
3. Monthly Financial (Placeholder)	Rodney Jackson
4. School Activity Funds (Placeholder)	Rodney Jackson
5. Personnel Changes	Jennifer Dyar
<b>K. ORAL COMMUNICATIONS:</b>	
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	
<b>L. MOTION MAKING AGENDA PART OF THE OFFICIAL BOARD MINUTES:</b>	
A motion is in order to: "make the agenda dated October 12, 2020 on which action has been taken at this meeting, a part of the minutes as if copied in the minutes verbatim."	
<b>M. CLOSED SESSION:</b>	
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.

**N. 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: 10/5/2020**

**TOPIC: Award of Bids/Proposals**

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

**Recommended Action on: 10/26/2020  
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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**Mailing Address:** 1126 Russell Cave Rd., Lexington, Kentucky 40505

## **AWARD OF BIDS/PROPOSALS**

The following is a summary of bids/proposals submitted from the Purchasing Department for approval.

### **BIDS/PROPOSALS**

<b>BID</b>	<b>MAILING ROSTER</b>	<b>DEPARTMENT</b>	<b>RESPONSE – NUMBER RECEIVED</b>
1. RFP 32-20 HVACR Service and Repair	1. TSMSSDC 2. Commerce Lexington 3. SBA 4. NAVOBA 5. KYPTAC 6. ORVWBC 7. B2Gnow 8. Vendor Registry	Maintenance	4
2. RFP 33-20 Office Relocation Services	1. TSMSSDC 2. Commerce Lexington 3. SBA 4. NAVOBA 5. KYPTAC 6. ORVWBC 7. B2Gnow 8. Vendor Registry	Operations and Support	1

<b>CONTRACT EXTENSIONS</b>	<b>VENDOR</b>	<b>DEPARTMENT</b>	<b>YEAR OF EXTENSION</b>
1. Bid 46-17 Integrated Pest Management Program	Terminix International	Plant Operations	3
2. RFP 59-19 Visitors Management System	Raptor Technologies	Risk Management and Safety	1

## 1. RFP 32-20 HVACR Services and Repair

### **BACKGROUND AND RATIONALE:**

This RFP is used to establish a HVAC Services contract for the Maintenance Department to use for servicing and repairing district HVAC equipment. The RFP is evaluated on hourly rate, experience with the district and district brand equipment and having the appropriate licensed technicians to perform the work. Proposals were evaluated by a 3 person committee of Maintenance staff familiar with the type of work performed under this contract. Maintenance is recommending to award to all 4 bidders to give maintenance more options and flexibility in performing services and repairs. The RFP includes the option to renew the contract for additional one year periods upon Board approval up to a total of five years.

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

<b>Vendor</b>	<b>Average Score</b>
Comfort & Process Solutions	745.33 ###
TP Mechanical	716.67 ###
Green Box Heating & Air WBE	630.67 ###
Ivey Mechanical	605.67 ###

**Contract Term: November 1, 2020 and ending October 31, 2021**

### **PROPOSAL:**

<b>Item</b>	<b>Amount</b>	<b>Funding Source</b>	<b>Recurring/ Nonrecurring</b>	<b>Measurable Expected Impact and Timeline</b>
HVAC Service and Repairs	Last FY was over \$1,000,000.00	Maintenance	Recurring	Will provide HVAC services for the district for the 2020/2021 year

**Funding Key:** Maintenance

**STAFF CONTACT:** Doug Botkin , Maintenance Supervisor

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

**RECOMMENDATION:** A motion is in order to:  
“Award contracts to Comfort & Process Solutions, TP Mechanical, Green Box Heating & Air, and Ivey Mechanical.”

## 2. RFP 33-20 Office Relocation Services

### **BACKGROUND AND RATIONALE:**

This RFP was for establishing a contract with a moving company to move all offices at IAKSS to the new location and any future moves that may be needed during renovations throughout the year. The RFP asked for a price for moving IAKSS and for hourly rates for additional moves. Due to the size of the move it was expected to have limited response and only one vendor submitted a proposal. Safeway Moving Inc/ Vincent Fister Inc are owned by the same person and submitted a proposal for both companies.

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

<b>Vendor</b>	<b>Price to move IAKSS</b>
Safeway Moving Inc/ Vincent Fister Inc VBE	\$66,500.00 ###

**Contract Period: November 1, 2020 through October 31, 2021 with option to renew on an annual basis**

### **PROPOSAL:**

<b>Item</b>	<b>Amount</b>	<b>Funding Source</b>	<b>Recurring/ Nonrecurring</b>	<b>Measurable Expected Impact and Timeline</b>
Office Relocation Services	\$66,500 to move IAKSS, hourly rate for other moves	Bond Money	Recurring	Contract to provide moving services for the district and to move IAKSS to the new location

**Funding Key:** Bond Money

**STAFF CONTACT:** Heidi Reihing – Facilities Manager & Coord. Special Events/Projects

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

**RECOMMENDATION:** A motion is in order to:  
“Award contract to Safeway Moving Inc/ Vincent Fister Inc.”

## **APPROVAL FOR CONTRACT EXTENSIONS**

### **1. RFP 46-17 Integrated Pest Management Program**

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

FCPS Board Policy states the District must maintain an Integrated Pest Management Program in an effort to effectively control the pest population in FCPS administrative buildings and schools. This was competitively solicited three years ago through a request for proposals and a contract awarded to Terminix International. The RFP included the option to renew the contract on an annual basis upon Board approval for up to a total of 5 years. This would be the third renewal.

#### **Vendor**

Terminix International

**Contract Term: Beginning December 1, 2020 and ending November 30, 2021**

#### **PROPOSAL:**

<b>Item</b>	<b>Amount</b>	<b>Funding Source</b>	<b>Recurring/ Nonrecurring</b>	<b>Measurable Expected Impact and Timeline</b>
Integrated Pest Management Program	Last year's expenditure was approximately \$29,000.00	920 01 087 0425	Recurring	Allows for no disruption of the educational process due to unsanitary conditions.

**Funding Key:** 920 – Maintenance; 1 – General Fund; 087 – Plant Operations; 0425 – Pest Control Service

**STAFF CONTACT:** Larry Mazzoni, Operations

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

**RECOMMENDATION:** A motion is in order to:  
“Extend the current contract for an additional year with Terminix International.”



## 2. RFP 59-19 Visitor Management System

### **BACKGROUND AND RATIONALE:**

As required in the School Safety and Resiliency Act (Senate Bill 1) all visitors must report to the front office of the building, provide valid identification and state the purpose of the visit. A visitor's badge must be visibly displayed on the visitor, parent or contractor's outer garment. A request for proposals was sent out last year with six responses. The responses were evaluated by a committee of five FCPS staff on several criteria. After evaluations an average score was calculated with Raptor Technologies receiving the highest score. The RFP included the option to renew the contract on an annual basis upon Board approval for up to a total of 5 years. This would be the first renewal

### **Vendor**

Raptor Technologies

**Contract Term: Beginning November 1, 2020 and ending October 31, 2021**

### **PROPOSAL:**

Visitor Item	Amount	Funding Source	Recurring/ Nonrecurring	Measurable Expected Impact and Timeline
Visitor Management System	Last Fiscal Year was approximately \$ 99,000.00	Safety Budget	Recurring	Will provide a visitor management system for district schools

**Funding Key:** Safety

**STAFF CONTACT:** Joseph L. Isaacs, Director of Risk Management and Safety

**POLICY REFERENCE:** KRS 158.162 (d) (4) - School Access and Control

**RECOMMENDATION:** A motion is in order to:  
"Extend the current contract for an additional year with Raptor Technologies"

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

**MEETING: Regular**

**DATE: 10/5/2020**

**TOPIC: Declaration of Surplus**

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

**Recommended Action on: 10/26/2020**

**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 has 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](http://www.publicsurplus.com) for disposal. These resources have produced substantially more return than other methods of disposal.

### **Child Nutrition Items**

- 1) Thermodyne warming Cabinet – Model 1900G
- 2) Winston warming cabinet Model HA4522GE
- 3) Sealing Machine Model M-HCSA-100
- 4) Cleveland Kettle Model KGT-6-T
- 5) Hobart Mixer Model A-200
- 6) Frymaster deep fryer Model RE114SC
- 7) Hobart slicer Model 1612E
- 8) Hoshizaki reach in freezer Model FH2-SSB
- 9) Manitowoc ice machine Model JDO422A
- 10) Hoshizaki ice machine model KM280-MAH
- 11) Cleveland Steamer Model 24CEA10

**STAFF CONTACT:** Rogie Hale, Child Nutrition Maintenance Foreman

**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: 10/12/2020**

**TOPIC: Post Approval Agenda Placeholder**

**PREPARED BY: Rodney Jackson**

**Recommended Action on: 10/26/2020**

**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: 10/26/2020**

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

**PREPARED BY: Rodney Jackson**

**Recommended Action on: 10/26/2020  
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 October 26, 2020 Board Agenda**

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

### **1. HOURLY CLASSIFIED PERSONNEL**

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

Name	Location	Assignment	Effective Date
O'BRIEN DENNIS	ROSA PARKS ELEMENTARY	CUSTODIAN	7/31/2020



FAYETTE COUNTY PUBLIC SCHOOLS

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

**MEETING:** Regular

**DATE:** October 26, 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:** 10/26/2020  
Consent Item

**Superintendent Prior Approval:** No

**Recommendation/Motion:** Approve the revised BG-1 Project Application as outlined below to reflect the actual bond revenue and Kentucky Transportation Cabinet turn lane reimbursement received 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. A revised BG1 was approved by the Board at its August 24, 2020 meeting but failed to reflect the additional revenue received through the bond sale for this project, as well as the reimbursement from the Kentucky Transportation Cabinet for the turn lane work. This revised BG1 reflects the additional revenue received at bond sale and the KYTC reimbursement, which has been added into the contingency amount and will be reflected as residual funds once the BG5 is approved by the Board at an upcoming meeting. This revised BG1 does not require new funds to be approved by the Board. Based on this KDE requirement, a revision to the BG-1 is required as follows:

	<b>BG-1 Revision Total (8/20) (Close Out #1)</b>	<b>Proposed BG-1 Revision (Close Out #2)</b>
Total Construction Cost:	\$17,860,200.00	\$17,860,200.00
Contingency:	\$2,114,431.39**	\$2,331,242.04**
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

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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
Misc: Utility work, Construction Photography & Non-contract/contingency expenses:	\$39,655.61**	\$39,655.61**
<b>Total Estimated Cost:</b>	<b>\$24,909,747</b>	<b>\$25,126,557.65</b>

\*Contingency amount reduced to reflect misc. costs (\$39,655.61\*\*) per direction of KDE and increased for add'l revenue received from bond sale & premium not used for debris (total \$77,810.65) and KYTC Turn Lane Reimbursement (\$139,000.00).

**Policy: 702 KAR 4:160**

**Fiscal Impact:**

**FUNDING SOURCE:**

<u>Fund</u>	<u>Org. Code</u>	<u>Object Code</u>	<u>Balance</u>
SFCC Bond Sale	360	5110	\$5,452,486.00
Local FSPK Bond Sale	360	5110	\$14,552,601.00
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
Bond Premium (debris)	360	5120	\$1,152,580.00
Bond Premium (remaining)	360	5120	\$33,136.65
KYTC Reimbursement	360	5120	\$139,000.00
<b>Total Funding:</b>			<b>\$25,126,557.65</b>

**Attachment: None**

On motion by \_\_\_\_\_, seconded by \_\_\_\_\_, the Board approved the revised BG-1 Project Application as outlined above to reflect the actual bond revenue and Kentucky Transportation Cabinet turn lane reimbursement received 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:** October 26, 2020

**TOPIC:** Approval of a BG-5 Project Closeout Form for the Contract 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:** 10/26/2020  
Consent Item

**Superintendent Prior Approval:** No

**Recommendation/Motion:** Approve the BG-5 Project Closeout Form 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:** Bid documents were prepared by the architect, Pearson & Peters Architects, for the replacement of the athletic field artificial turf and running track at Bryan Station High School. The contract in the total amount of \$898,171.00 with AstroTurf Corporation was accepted and approved by the Board in a meeting held on August 27, 2018 and construction began in November 2018. The Department of Facility Design & Construction, the design consultants Pearson & Peters 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 approved the BG-4 in the amount of \$910,464.03 at its meeting held June 22, 2020. The residual fund balance will be applied to future debt service or to the next District Facility Plan project. At this time, a 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 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

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

**MEETING:** Regular

**DATE:** October 26, 2020

**TOPIC:** Approval of a Proposed Change Order (No. Eleven) 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:** 10/26/2020  
Consent Item

**Superintendent Prior Approval:** Yes

**Recommendation/Motion:** Approve the proposed Change Order No. Eleven 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 \$13,908.00 (Thirteen Thousand, Nine Hundred Eight Dollars) with an equivalent transfer of funds from Object Code 0840 to 0450, and a corresponding transfer of \$955.50 (Nine Hundred Fifty-five Dollars and Fifty 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
<b>To improvement original plans and specs:</b>			
• Provide labor, materials and equipment for credit for tile revisions; deduct:		(\$1,380.00)	\$0
<b>To comply with building code:</b>			
• Provide labor, materials and equipment to provide code-required revisions to the existing electrical work in the Gym, per the building inspector; add:		\$7,664.00	\$479.00
• Provide labor, materials and equipment to provide code-required emergency lighting revisions to existing spaces, per the building inspector; add:		\$7,624.00	\$476.50
<b>Total Change Order No. Eleven:</b>		<b>\$13,908.00</b>	

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<b>Design consultant fees:</b>		<b>\$955.50</b>
<b>Total Cost:</b>		<b>\$14,863.50</b>

A 5% contingency (\$1,105,425) is included in the project's available funds. There have been ten previous change orders on this project. The cost of the current and all changes orders represents a 2.24% 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	\$773,044.39

**Attachments(s):** None

On motion by \_\_\_\_\_, seconded by \_\_\_\_\_, the Board approved the Change Order No. Eleven 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 \$13,908.00 (Thirteen Thousand, Nine Hundred Eight Dollars) with an equivalent transfer of funds from Object Code 0840 to 0450, and a corresponding transfer of \$955.50 (Nine Hundred Fifty-five Dollars and Fifty 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:** October 26, 2020

**TOPIC:** Approval of a Proposed Change Order (No. Twelve) 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:** 10/26/2020  
Consent Item

**Superintendent Prior Approval:** No

**Recommendation/Motion:** Approve the proposed Change Order No. Twelve 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 \$22,322.00 (Twenty-two Thousand, Three Hundred Twenty-two Dollars), and a corresponding transfer of \$704.39 (Seven Hundred Four Dollars and Thirty-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 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
<b>To improve original plans and specs:</b>			
• Provide labor, materials and equipment to remove additional trees and shrubs; add:		\$4,471.00	\$299.00
• Provide labor, materials and equipment to install covers on the sink cabinets in all group restrooms; add:		\$5,928.00	\$396.44
• Provide labor, materials and equipment to provide credit to delete the installation of toilet accessories in 2 restrooms; add:		(\$176.00)	\$0

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Superintendent Emmanuel Caulk

**To correct deficient plans and specs:**

- Provide labor, materials and equipment to install a revised hollow metal door and frame at Opening 006; add:

**To resolve unforeseen conflict:**

- Provide labor, materials and equipment to replace the existing fan coil unit in LAN room 309 with a new unit; add:

**Total Change Order No. Twelve:****Design consultant fees:****Total Cost:****\$23,721.83**

A 10% contingency (\$511,285) is included in the project's available funds. There have been eleven previous change orders on this project. The cost of the current and all changes orders represents a 4.03% 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	\$255,671.45

**Attachment(s): None**

On motion by \_\_\_\_\_, seconded by \_\_\_\_\_, the Board approved proposed Change Order No. Twelve 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 \$22,322.00 (Twenty-two Thousand, Three Hundred Twenty-two Dollars), and a corresponding transfer of \$704.39 (Seven Hundred Four Dollars and Thirty-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:** October 26, 2020

**TOPIC:** Approval a Revision to the BG-1 Project Application for the Construction of the New Construction of Bates Creek High School BG# 20-082

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

**Recommended Action on:** 10/26/2020  
Consent Item

**Superintendent Prior Approval:** No

**Recommendation/Motion:** Approve the revised BG-1 Project Application as outlined below to reflect the actual bond revenue received for the construction of the new construction of Bates Creek 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 June 8, 2020 meeting. That revised BG-1 reflected the estimated revenue to be received from the forthcoming bond sale. The bonds have now been sold and KDE is requiring a revised BG1 to reflect the actual bond proceeds received, which was an additional \$1,016,928.00. These additional proceeds will be added to the construction contingency amount. This revised BG1 does not require any new funds to be approved by the Board. Based on this KDE requirement, a revision to the BG-1 is required as follows:

	<b>Revised BG-1 Total (6/20)</b>	<b>Proposed BG-1 Revision Total</b>
Total Construction Cost:	\$70,971,000.00	\$70,971,000.00
Contingencies:	\$3,548,550.00	\$4,565,478.00
Architect/Engineer Fee:	\$3,512,660.00	\$3,512,660.00
Fiscal Agent Fee:	\$376,266.16	\$376,266.16
Bond Discount:	\$1,091,100.00	\$1,091,100.00
Equipment/Furnishings:	\$3,176,960.00	\$3,176,960.00
Equipment/Computers:	\$849,109.00	\$849,109.00
Technology Network Systems (KETS), Telephone, etc.:	\$125,000.00	\$125,000.00
Site Acquisition:	\$0	\$0
Site Survey:	\$25,000.00	\$25,000.00
Geotechnical / geothermal Investigation:	\$45,000.00	\$45,000.00
Special Inspections:	\$225,000.00	\$225,000.00
Commissioning:	\$260,750.00	\$260,750.00
Advertising:	\$0	\$0
Printing:	\$64,000.00	\$64,000.00
HVAC Testing:	\$130,000.00	\$130,000.00
Asbestos Abatement, Tree Removal:	\$129,900.00	\$129,900.00
Construction Photography:	\$40,000.00	\$40,000.00
<b>Total Estimated Cost:</b>	<b>\$84,570,295.16</b>	<b>\$85,587,223.16</b>

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Superintendent Emmanuel Caulk

**Policy:** 702 KAR 4:160

**Fiscal Impact:**

<u>Fund</u>	<u>Org. Code</u>	<u>Object Code</u>	<u>Balance</u>
2017 SFCC Escrow	320	0910	\$217,187.65
Building Fund	320	0910	\$2,931,531.26
Capital Outlay	310	0910	\$3,043,956.04
Residuals 12-181	360	5210 12181	\$721,720.59
Residuals 11-263	360	5210 11263	\$454,611.74
Residuals 12-180	360	5210 12180	\$509,038.73
Residuals 12-182	360	5210 12182	\$452,249.15
General Fund	9201407	0450 BOND	\$700,000.00
General Fund	9201407	0450 DEPT	\$571,148.85
General Fund	0001113	0910	\$2,228,851.15
SFCC Bond	360	5110	\$6,852,041.00
Local Bond	360	5110	\$64,602,959.00
Bond Premium	360	5110	\$2,301,928.00
<b>Total Revenue:</b>			<b>\$85,587,223.16</b>

**Attachment(s): None**

On motion by \_\_\_\_\_, seconded by \_\_\_\_\_,  
the Board approved the revised BG-1 Project Application as outlined above to reflect the actual bond revenue received for the construction of the new construction of Tates Creek 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  
Agenda Item**

**MEETING:** Regular

**DATE:** October 26, 2020

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

1. Granting of a Portion of Millcreek Elementary School for a Temporary Construction Easement

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

**Recommended Action on:** 10/26/2020  
Consent Item

**Superintendent Prior Approval:** No

**Recommendation/Motion:** Pursuant to 702 KAR 4:090, with regard to the granting of a temporary construction easement at Millcreek 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 Memorandum of Understanding (MOU), and all subsequent related documents upon such terms and conditions as are agreeable to the Superintendent, in order to finalize the transactions set out in the MOU regarding the LFUCG sanitary sewer work as said construction project affects Millcreek Elementary Schools. The MOU involves the conveyance of a temporary, 30-foot wide easement of 17,095 square feet for sanitary sewer construction, for all of which FCPS will be paid \$2,849.29.

**Background/Rationale:** LFUCG is planning improvements to the Southeastern Hills Trunk Sanitary Sewer project on the Millcreek Elementary site. Terms and conditions will be included in a MOU that will require LFUCG to repair or replace any and all school property damaged. The temporary construction easement is expected to last for approximately 2-4 months at Millcreek Elementary. The work will be provided at no cost to FCPS. The consideration of \$2,849.29 was established by using calculations based upon recent appraisals for similar easements.

**Policy:** 01.11-Powers and Duties of the Board

**Fiscal Impact:**

<u>Item</u>	<u>Amount</u>	<u>Funding Source</u>	<u>Recurring/ Nonrecurring</u>	<u>Measurable Expected Impact and Timeline</u>
Granting of temporary easement to LFUCG	N/A	N/A	N/A	To allow LFUCG to make improvements for stormwater and sanitary sewer improvements.

**Attachment(s):** None

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



On motion by \_\_\_\_\_, seconded by \_\_\_\_\_, the Board: (1) pursuant to 702 KAR 4:090, with regard to the granting of a temporary construction easement at Millcreek Elementary School, the Board declared that the disposal will not affect the integrity or usefulness of property crucial to the educational needs of the district; and (2) authorized the Superintendent to execute Memorandum of Understanding (MOU), and all subsequent related documents upon such terms and conditions as are agreeable to the Superintendent, in order to finalize the transactions set out in the MOU regarding the LFUCG sanitary sewer work as said construction project affects Millcreek Elementary Schools. The MOU involves the conveyance of a temporary, 30-foot wide easement of 17,095 square feet for sanitary sewer construction, for all of which FCPS will be paid \$2,849.29.

\_\_\_\_\_  
Stephanie Spires, Board Chair

\_\_\_\_\_  
Emmanuel Caulk, Superintendent

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

**MEETING:** Regular

**DATE:** October 26, 2020

**TOPIC:** Approval of Design Consultant for the Construction of the New Middle School on Polo Club Boulevard

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

**Recommended Action on:** 10/26/2020  
Action Item for Vote (REGULAR MEETING)

**Superintendent Prior Approval:** No

**Recommendation/Motion:** Approve design consultant contract with JRA Architects for construction of the New Middle School, listed as item 1a.3. on the current DFP, to be located on Polo Club Boulevard, subject to the approval of the Kentucky Department of Education, District Facilities Branch, per the provisions of 702 KAR 4:160.

**Background/Rationale:** Kentucky Department of Education administrative regulation 702 KAR 4:160 requires local board of education action to secure “design professionals,” which includes architects for services for new construction, additions to existing buildings or any school renovation project that substantially modifies a major building system. We received over 20 responses by the end of June 2020, to a Request for Qualifications (RFQ) #20-20, which was sent out in May of 2020. Design Consultant selection is based upon previous successful K-12 design experience in Kentucky, with special consideration given to those consultants who have exhibited above-average expertise on FCPS projects. The twenty plus responding firms formed a large pool of qualified and interested consultants. However, based on the large number of responses it was necessary to narrow this down to a shorter list, which was determined based on information that was submitted in the qualifications provided by each firm.

Twelve firms were interviewed by a smaller committee, which then narrowed this pool down to three firms. On September 30, 2020, the three architectural firms were interviewed by a larger committee specific to this project, as the potential design consultants. At the conclusion of the interviews, score sheets were turned in and totaled, which determined the design consultant. Based on a compilation of the committee members' scoresheets, staff recommends JRA Architects to be the design consultant for the construction of the New Middle School. Once this selection is approved by the Board, design will commence immediately; bids are currently scheduled to be received in November 2021; construction to begin in January 2022 and to complete in July 2023.

DFP PROJECT	PROPOSED CONSULTANT
NEW MIDDLE SCHOOL (POLO CLUB BLVD.) – New Construction	JRA Architects

**Policy:** 702 KAR 4:160

**Fiscal Impact:** To be determined.

**Attachment(s):** None

**AN EQUAL OPPORTUNITY SCHOOL DISTRICT**

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

On motion by \_\_\_\_\_, seconded by \_\_\_\_\_,  
the Board approved a design consultant contract with JRA Architects for construction of the New Middle School, listed as item 1a.3. on the current DFP, to be located on Polo Club Boulevard, subject to the approval of the Kentucky Department of Education, District Facilities Branch, per the provisions of 702 KAR 4:160.

\_\_\_\_\_  
Stephanie Spires, Board Chair

\_\_\_\_\_  
Emmanuel Caulk, Superintendent



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

**MEETING:** Regular

**DATE:** October 26, 2020

**TOPIC:** Approval of Design Consultant for the Construction of the New Girls' STEM School (K-8) on a Site to be Determined

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

**Recommended Action on:** 10/26/2020  
Action Item for Vote (REGULAR MEETING)

**Superintendent Prior Approval:** No

**Recommendation/Motion:** Approve a design consultant contract with RossTarrant Architects for construction of the New Girls' STEM School (K-8), listed as item 1a.6 on the current DFP on a site to be determined, subject to the approval of the Kentucky Department of Education, District Facilities Branch, per the provisions of 702 KAR 4:160.

**Background/Rationale:** Kentucky Department of Education administrative regulation 702 KAR 4:160 requires local board of education action to secure "design professionals," which includes architects for services for new construction, additions to existing buildings or any school renovation project that substantially modifies a major building system. We received over 20 responses by the end of June 2020, to a Request for Qualifications (RFQ) #20-20, which was sent out in May of 2020. Design Consultant selection is based upon previous successful K-12 design experience in Kentucky, with special consideration given to those consultants who have exhibited above-average expertise on FCPS projects. The twenty plus responding firms formed a large pool of qualified and interested consultants. However, based on the large number of responses it was necessary to narrow this down to a shorter list, which was determined based on information that was submitted in the qualifications provided by each firm. Twelve firms were interviewed for by a smaller committee, which then narrowed this pool down to three firms.

On September 30, 2020, the three architectural firms were interviewed by a larger committee specific to this project, as the potential design consultants. At the conclusion of the interviews score sheets were turned in and totaled, which determined the design consultant. Based on a compilation of the committee members' scoresheets, staff recommends Ross Tarrant Architects to be the design consultant for the construction of the Girls' STEM School. Once this selection is approved by the Board, design will commence immediately; bids are currently scheduled to be received in November 2021; construction to begin in January 2022 and to complete in July 2023.

**DFP PROJECT**

NEW GIRLS' STEM SCHOOL (K-8) – New Construction

**PROPOSED CONSULTANT**

RossTarrant Architects

**Policy:** 702 KAR 4:160

**Fiscal Impact:** To be determined.

**Attachment(s):** None

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

On motion by \_\_\_\_\_, seconded by \_\_\_\_\_,  
the Board approved a design consultant contract with RossTarrant Architects for construction of the New  
Girls' STEM School (K-8), listed as item 1a.6. on the current DFP on a site to be determined, 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:** Planning

**DATE:** October 12, 2020

**TOPIC:** Approval of Revised BG-1 Project Application for the Purchase of 100 Midland Avenue  
 BG# 21-056

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

**Recommended Action on:** 10/12/2020  
 Action Item for Vote (PLANNING MEETING)

**Superintendent Prior Approval:** Yes

**Recommendation/Motion:** Approve a revised BG-1 Project Application for the purchase of 100 Midland Avenue in the amount of \$7,860,104.00 (Seven Million, Eight Hundred Sixty Thousand, One Hundred Four Dollars), subject to the approval of the Kentucky Department of Education, District Facilities Branch, per the provisions of 702 KAR 4:160.

**Background/Rationale:** The initial BG1 Project Application was approved by the Board at its September 14, 2020 meeting. This **revised** BG-1 reflects the additional **estimated** costs associated with the bond sale and closing costs and a revision to the funding source as Local FSPK Bond Proceeds rather than General Fund and Construction Residual Funds as shown on the initial BG1. Any future renovation on this site will be covered by a separate BG-1 as soon as the instructional program details are finalized. A summation of the purchase costs are presented below:

	<b>Initial BG-1 Project Application (9/20)</b>	<b>Proposed BG-1 Revision Total</b>
Total Construction Cost:	\$0	\$0
Architect/Engineer Fee:	\$29,814.00	\$29,814.00
Bond Discount:	\$0	\$57,924.92
Fiscal Agent Fee:	\$0	\$157,202.08
Site Acquisition:	\$7,500,000.00	\$7,500,000.00
Site Survey:	\$5,200.00	\$5,200.00
Appraisal, Phase I Environ Assessment:	\$6,400.00	\$6,400.00
Road Adequacy Opinion:	\$3,000.00	\$3,000.00
Closing Costs (title ins, atty fees, recording fees, etc.):	\$100,563.00	\$100,563.00
<b>Total Estimated Cost:</b>	<b>\$7,644,977.00</b>	<b>\$7,860,104.00</b>

**Policy:** 702 KAR 4:160

**Fiscal Impact:**

<u>Fund</u>	<u>Org. Code</u>	<u>Object Code</u>	<u>Balance</u>
Local FSPK Bond Sale	360	5110	\$7,860,104.00

**Attachment(s):** None

AN EQUAL OPPORTUNITY SCHOOL DISTRICT

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

Superintendent Emmanuel Caulk

On motion by \_\_\_\_\_, seconded by \_\_\_\_\_, the Board approved a revised BG-1 Project Application for the purchase of 100 Midland Avenue in the amount of \$7,860,104.00 (Seven Million, Eight Hundred Sixty Thousand, One Hundred Four Dollars), 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:** Planning

**DATE:** October 12, 2020

**TOPIC:** Approval of Installation of UV Lighting in the Ductworks for the Existing Bates Creek High School Building

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

**Recommended Action on:** 10/12/2020  
Action Item for Vote (Planning Meeting)

Superintendent Prior Approval: Yes

**Recommendation/Motion:** Authorize the Superintendent to execute a contract with Thermal Equipment in the amount of \$52,100 (Fifty-Two Thousand and One-hundred Dollars), a contract with Blue Sky Electric in the amount of \$56,450 (Fifty-Six Thousand, Four-hundred and Fifty Dollars) and a contract with CMTA in the amount of \$7,500 (Seven Thousand and Five Hundred Dollars) to install UV lights in the ductwork at the existing Bates Creek High School Building for services outlined below.

**Background/Rationale:** We have continuously been working with CMTA Engineering to find a viable solution to help improve the Indoor Air Quality (IAQ) in the existing Bates Creek High School building, while the new building is under construction. Multiple options have been considered. Without major renovations occurring to this building's existing infrastructure, it cannot be altered. One of the options that we have investigated is the use of installing Ultraviolet-C (UVC) lights in the ductwork of the HVAC system in the classrooms to help improve the IAQ of the space.

There have been studies that have demonstrated that UVC lighting is effective at killing indoor pathogens and other virus molecules and is recommended as a viable solution by American Society of Heating and Refrigeration Engineering (ASHRAE) to help mitigate risk with this COVID-19 pandemic. This technology was originally looked at as a solution to clean organisms on coils to provide better IAQ. It is now being used for not only coil cleaning but also as an air cleaner. While there is not any published data which shows how much UVC is required to clean COVID-19 from the air, the amount of UVC that is being proposed to be installed is double the amount previously recommended to clean the coil and is a good alternative to provide better IAQ of the classrooms at the existing Bates Creek High School building.

Based on the multiple options that have been presented and considered to FCPS staff, staff recommends moving forward with the installation of the UVC lights in the HVAC ductwork in the classrooms. Proposals were received from these two companies in order to have a functioning system. It is recommended to move forward with Thermal Equipment and Blue Sky Electric as listed below in order to have this project completed within the next 2 months. CMTA will also help manage this installation for a small fee while continuing to work with our Maintenance staff to improve our building systems.

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

Superintendent Emmanuel Caulk



<b>Contractor</b>	<b>Proposal Amount</b>
1. Thermal Equipment	\$52,100
2. Blue Sky Electric	\$56,450
3. CMTA	\$7,500

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

**Fiscal Impact:**

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

**Attachments(s):**        **None**

On motion by \_\_\_\_\_, seconded by \_\_\_\_\_,  
the Board authorized the Superintendent to execute a contract with Thermal Equipment in the amount of \$52,100 (Fifty-Two Thousand and One-hundred Dollars), a contract with Blue Sky Electric in the amount of \$56,450 (Fifty-Six Thousand, Four-hundred and Fifty Dollars) and a contract with CMTA in the amount of \$7,500 (Seven Thousand and Five Hundred Dollars) to install UV lights in the ductwork at the existing Tates Creek High School Building for services outlined below

\_\_\_\_\_  
Stephanie Spires, Board Chair

\_\_\_\_\_  
Emmanuel Caulk, Superintendent



## Proposal Submitted to :

## Subcontractor Information

Name	FAYETTE COUNTY SCHOOLS/Tates Creek High School	Company	Blue Sky Electric Company
Address	1111 Centre Parkway	Name	Steve Warford
City, State ZIP	Lexington, KY 40517	Address	1750 Alexandria Drive, Suite 4
Phone		City, State ZIP	Lexington, KY 40544
Email		Phone	859-469-8439
		Email	steve@blueskyelec.com

Project name:  
Tates Creek High School-UV  
Lighting kits

October 7, 2020

## Scope of Work

Labor and misc. material to install and make connections to new UV lighting in HVAC equipment. Lighting kits and low voltage transformers provided by others (Therma Equipment). All work to be performed during normal hours.

We have allowed for 132 locations for the kits to be installed as directed by CMTA

Total cost for project: \$56,450.00

## Company Proposal

We, Blue Sky Electric Company, propose the above scope of work, to be completed by Completion Date for the amount of:  
(Five Thousand Seven Hundred Dollars and No Cents)

Submitted by (Company Representative)

October 7, 2020

Date

## Owner Acceptance

The above pricing, specifications and conditions are satisfactory and are hereby accepted. You are hereby authorized to perform work as specified. Payment will be made as outlined above.

---

Signature of Acceptance

---

Date of Acceptance



www.ThermalEQ.com

# Thermal Equipment Sales, Inc.

## HVAC Manufacturer's Representatives

### OFFER OF SALE

Date: 10/6/2020  
Project: Tates Creek High School – UV lights  
Location: Lexington, KY  
Attention: Scott Johnson - CMTA

---

#### EQUIPMENT OFFERED:

##### **380 UV Resources – Stinger 24VAC UV lamp kits**

Includes:

- 24VAC Fan Coil Fixture
- 24V Wall Adapter (See add price for hard wire transformer)
- 18W Lamp, 6.5" long
- Installation plate

##### **4 UV Resources – RLM Xtreme High Output lamp kit for AHU**

Includes:

- 120 to 277V AHU Fixtures (2 ballast per AHU)
- Power Supply

**TOTAL BASE PRICE (380 UVR Stinger kits & 4 UVR RLM kits ): \$ 40,400.00**

**PRICE ADD (380 hard wired transformers): \$ 11,700.00**

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#### Exclusions:

*Quote does not include the following unless specifically listed above:*

Applicable taxes, permits or fees if required. Installation, external controls, control valves, power or control wiring, conduits, or installation of power or control wiring, disconnects, smoke/fire detectors or alarms, mounting equipment, curbs, rails, equipment stands or pads, auxiliary drain pans, ductwork, fittings, transitions, sound traps, manual or motorized dampers, damper actuators, insulation, filter racks, extra filters, hangers, rods, unistrut, angle iron, hardware, and condensate drains or condensate pumps, refrigerant and refrigerant specialties, copper piping, steel piping, natural gas piping, gas cocks, 2-way valves, 3-way valves, control valves, balance valves, P/T ports, strainers, elbows, tees, couplings, reducers, air vents, solder, flux, firestopping, caulking, sealants, purging nitrogen, additional refrigerants and oils for piping, test and / or balance of air or water, check, test, startup or labor warranty.

**Please note:** All control points required may not be included in unit(s) stand-alone DDC controller, even if a protocol device is provided. It is the temperature controls contractor's responsibility to ensure all points are covered.

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**Addendum / Addenda ( ) is/are acknowledged**

LEXINGTON  
LOUISVILLE  
PADUCAH

680 Bizzell Drive, Lexington KY 40510  
13151 Middletown Industrial Boulevard, Louisville KY 40223  
115 Eaglet Cove, Paducah KY 42003

859.255.9665  
502.473.0829  
270.898.6976

Thank you for considering Thermal Equipment Sales for your HVAC equipment needs. Please contact us with any questions concerning this offer of sale.

Respectfully at your service,

**THERMAL EQUIPMENT SALES, INC.**

Sales Engineer, 859.

Inside Sales, 859.

*We offer to furnish this equipment in accordance with each manufacturer's standard terms and conditions of sale, if purchased directly. Terms of this Offer of Sale are net 30 days from invoice date, with a 1.5% service charge per month applicable thereafter. Pricing stated does not include any state or federal taxes, incidental fees or permits. Pricing includes freight F.O.B. factory. Guaranteed payment terms may be required based on credit worthiness and past payment history. Retainage of any kind is unacceptable. The purchaser shall reimburse attorney's fees incurred by Thermal Equipment to pursue payment. Purchaser grants to Thermal Equipment a security interest in the goods listed on this offer of sale. Purchaser agrees that any dispute arising from this offer of sale shall be submitted to Fayette Circuit Court in Lexington KY and purchaser agrees that it will be subject to personal jurisdiction in that court. This Offer of Sale and the associated pricing herein are valid for 60 days.*

ACCEPTED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

COMPANY: \_\_\_\_\_

PO NUMBER: \_\_\_\_\_

**Check, Test and Start-Up:**

*If we have included start-up in this quotation we will; start the equipment, correct any warranty items found at start-up and verify that the equipment is operating as specified. All peripheral equipment effecting our equipment (towers, pumps, boilers, controls etc.) must be installed and functioning before start-up. Additional service calls which are not the result of deficiencies in the equipment or our workmanship will be billed in addition to this quote at our standard labor and mileage rates. Motor sheave change out labor is not included as part of start-up.*

**Warranty Labor:**

*If warranty labor is included in this quotation we will; provide the labor to replace any parts, which fail during the manufacturer warranty for the period indicated. Service calls on which there are no equipment failures found (i.e. dirty filters, plugged strainers, pump malfunction, control failure, electrical problems, etc.) will be billed in addition to this quotation at our standard labor and mileage rates. Be certain there is actually a specific equipment failure before requesting warranty work. Motor sheave change out labor is not included.*

**Phasing / Shipping Releases:**

*We have a maximum of ONE (1) release(s) for this project above, we will be glad to provide you an additional quote for additional releases if necessary. Quote includes shipping to Kentucky address. If quote is accepted, equipment will be shipped to successful bidder's office/warehouse unless otherwise noted on purchase order. Thermal Equipment Sales is not responsible for uncounted, missing or damaged equipment that is accepted through shipping.*

**Full Service:**

*If you would like service beyond that described above, we will be glad to provide you an additional quote.*

LEXINGTON  
LOUISVILLE  
PADUCAH

680 Bizzell Drive, Lexington KY 40510  
13151 Middletown Industrial Boulevard, Louisville KY 40223  
115 Eaglet Cove, Paducah KY 42003

859.255.9665  
502.473.0829  
270.898.6976

**Invoice**

**CMTA, Inc.**  
**CONSULTING ENGINEERS**  
**7578 Solution Center**  
**Chicago, IL 60677-7005**  
**502-326-3085**

Fayette County Schools  
461 Springhill Drive  
Lexington, KY 40503

October 09, 2020  
Invoice No: 46659

CMTA Project XTUV20

Tates Creek High School UVC Light Installation

<b>Billing Phase</b>	<b>Fee</b>	<b>Percent Complete</b>	<b>Previous Billing</b>	<b>Current Billing</b>	
MEP Professional Services	7,500.00	100.00	0.00	7,500.00	
Total Fee	7,500.00		0.00	7,500.00	
	<b>Total</b>				<b>7,500.00</b>
			<b>Current billing</b>		<b>\$7,500.00</b>

**Billings to Date**

	<b>Current</b>	<b>Prior</b>	<b>Total</b>
Fee	7,500.00	0.00	7,500.00
<b>Totals</b>	<b>7,500.00</b>	<b>0.00</b>	<b>7,500.00</b>

Please contact us within 10 days of receipt if this invoice does not agree with your records, or if you have questions.

Tim G. Morris  
Chief Financial Officer

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

**MEETING:** Regular

**DATE:** 10/26/2020

**TOPIC:** Resolution of Board of Education of Fayette County, Kentucky, Relating to the Issuance of Fayette County School District Finance Corporation School Building Revenue Bonds, Series 2020B

**PREPARED BY:** John White, Chief Financial Officer @ 381-4165

**Recommended Action on:** 10/26/2020  
**Action Item for Vote (REGULAR MEETING)**

**Superintendent Prior Approval:** No

**Recommendation/Motion:** Approve a Resolution authorizing the sale and issuance of School Building Revenue Bonds, Series 2020B in the approximate amount of \$21,575,000 (Twenty One Million Five Hundred and Seventy Five Thousand dollars) for the purposes of paying the costs (not otherwise paid) of (a) the acquisition of properties for a new middle school and a new elementary school located at 2185 Polo Club Boulevard and 2345 Polo Club Boulevard in Lexington, Kentucky and (b) the acquisition of property for a new career technology center facility located at 100 Midland Avenue in Lexington, Kentucky for the Board of Education.

**Background/Rationale:** The Board desires and intends to finance up to \$21,575,000 (Twenty One Million Five Hundred and Seventy Five Thousand dollars) of the costs of the site acquisitions for a new middle and elementary school located at 2185 Polo Club Boulevard and 2345 Polo Club Boulevard in Lexington, Kentucky. And for the costs of the acquisition of property for a new career technology center located at 100 Midland Avenue in Lexington, Kentucky through the issuance of Series 2020B revenue bonds by the Board's corporate agency and instrumentality, the Fayette County School District Finance Corporation, the interest on which bonds may qualify for exclusion from gross income for federal and Kentucky income tax purposes.

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

**Attachments(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

701 East Main Street, Lexington, Kentucky 40502 • Phone: 859.381.4100 • [www.fcps.net](http://www.fcps.net)

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

RESOLUTION OF BOARD OF EDUCATION OF  
FAYETTE COUNTY, KENTUCKY, RELATING TO THE  
ISSUANCE OF FAYETTE COUNTY SCHOOL DISTRICT  
FINANCE CORPORATION SCHOOL BUILDING  
REVENUE BONDS, SERIES 2020B

WHEREAS, the Board of Education of Fayette County, Kentucky (the “**Board of Education**”), desires to direct the Fayette County School District Finance Corporation (the “**Corporation**”) to issue its School Building Revenue Bonds, Series 2020B (the “**Series 2020B Bonds**”), for the purpose of paying the costs (not otherwise paid) of (a) the acquisition of properties for a new middle school and a new elementary school located at 2185 Polo Club Boulevard and 2345 Polo Club Boulevard in Lexington, Kentucky and (b) the acquisition of property for a new career technology center facility located at 100 Midland Avenue in Lexington, Kentucky (the “**Projects**”) for the Board of Education; and

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

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

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

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

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

Section 3. The Board of Education hereby directs that the Corporation ratify, approve, and accept the appointment of Robert W. Baird & Co. Incorporated, as



financial advisor, in accordance with the agreement previously made by the Board of Education, and Stoll Keenon Ogden PLLC and Rubin & Hays, as co-bond counsel, to be paid from the proceeds of the Series 2020B Bonds when the same are received and not from any other funds or resources of the Corporation or the Board of Education (unless necessary to supplement such bond proceeds). All actions previously taken by Board of Education officials with respect to such appointments are approved, ratified, and confirmed.

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

Section 5. The Secretary has filed a copy of this Resolution and the form of a proposed Resolution of the Corporation's Board of Directors with the Secretary of the Corporation with the direction that they be acted upon at the meeting of the Corporation's Board of Directors held on this date, and such action is approved and affirmed and the same shall constitute a direction and notice on behalf of the Board of Education that the Corporation, acting by and through its Board of Directors, take all action necessary and appropriate (a) for the issuance, sale, and delivery of its School Building Revenue Bonds, Series 2020B, to be dated as of such date as may be set by the President, Treasurer, or Secretary of the Corporation, in the aggregate principal amount of \$21,575,000 (subject to any adjustment provided for in the proposed Resolution); (b) for application of the proceeds of sale of the Series 2020B Bonds in accordance with the provisions of the Resolution of the Board of Directors of the Corporation authorizing the Series 2020B Bonds (the "**Bond Resolution**") for the purposes of financing the costs of acquisition of the Projects (to the extent not otherwise financed) and paying expenses in connection with the issuance of the Series 2020B Bonds, including the fees and expenses of the financial advisor, bond counsel, and other advisors incurred in connection with the issuance of the Series 2020B Bonds or the interpretation or enforcement of any document or obligation associated therewith; and (c) for executing and delivering on behalf of the Corporation the proposed Contract of Lease and Rent as herein approved.

Section 6. When the Series 2020B Bonds have been sold, the Chairperson, Vice Chairperson, Treasurer, Secretary, and other appropriate officers of the Board of Education, and each of them, are authorized to take such actions as may be necessary or desirable to carry out the issuance of the Series 2020B Bonds. The Board of Education specifically authorizes its officers to take such actions under the terms of the representations, warranties, and covenants contained in the Contracts of Lease and Rent, hereinabove approved, as may be required to comply with the provisions of the United States Internal Revenue Code of 1986, as amended, in respect of the exclusion from gross income for federal income tax purposes of interest on the Series 2020B Bonds, and the applicable rules of the Securities and Exchange Commission.

Section 7. It is acknowledged that in connection with the sale of the Series 2020B Bonds a Preliminary Official Statement and a final Official Statement (collectively the “**Official Statement**”) of the Corporation, as issuer of the Series 2020B Bonds, and the Board of Education will be distributed. The Official Statement and the use thereof in offering and selling the Series 2020B Bonds is hereby approved and the Chairperson or Secretary may execute the same on behalf of the Board of Education. The Preliminary Official Statement is hereby declared to be in form “deemed final” for purposes of SEC Rule 15c2-12(b)(1), but is subject to amendment, revision, and completion in the final Official Statement.

Section 8. The Board of Education hereby covenants and agrees that it will, before the issuance of the Series 2020B Bonds, execute and deliver a Continuing Disclosure Certificate, as described in the Official Statement, and further will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. However, any failure of the Board of Education to comply with the Continuing Disclosure Certificate shall not be considered an event of default hereunder or under the Contract of Lease and Rent herein approved. Any bondholder may take such actions as may be necessary and appropriate to obtain specific performance by court order to cause the Board of Education to comply with its obligations under the Continuing Disclosure Certificate.

Section 9. The Board of Education hereby appropriates from its funds available for school building purposes a sum equal to the amount by which the aggregate of all costs of the Projects, when finally determined, may exceed the proceeds of the Series 2020B Bonds. When the Series 2020B Bonds have been sold and the interest rates are established, the aggregate of all such costs shall be determined, which costs shall include among other things the amounts of the purchase price of the Projects, the fees of the financial advisor and bond counsel, and a reasonable allowance for appurtenances and contingencies. The Treasurer is authorized to pay over from time to time such amount in excess of Bond proceeds for deposit in the Corporation’s School Building Construction Fund, Series 2020B, created in the Bond Resolution, or otherwise for payment of costs of the construction, renovation, installation, and equipping of the Projects, without further authorization or order of the Board of Education.

Section 10. The Treasurer is authorized to establish and transfer each year to the “School Building Fund” in accordance with KRS 160.476 sufficient general fund moneys to meet the debt service requirement on the Series 2020B Bonds in each year the Contract of Lease and Rent are in effect. Sufficient funds for each year means the difference between the total of all debt service requirements and the sum of the Board of Education’s SEEK capital outlay (80%), five cent equivalent tax, and the FSPK equalization (if any) for that year.

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

(Signature page immediately follows)

Adopted on October 26, 2020.

---

Stephanie Spires, Chairperson  
Board of Education of  
Fayette County, Kentucky

Attest:

---

Emmanuel Caulk, Secretary  
Board of Education of  
Fayette County, Kentucky

CERTIFICATION

I, the undersigned, Secretary of the Board of Education of Fayette County, Kentucky, do hereby certify that the foregoing is a true, correct, and complete copy of a Resolution duly adopted by the Board of Education at a properly convened regular meeting of the Board of Education held on October 26, 2020, signed by the Chairperson thereof and attested by me as Secretary, as shown by the official records in my possession and under my control.

IN WITNESS WHEREOF, I have executed this Certification this October 26, 2020.

---

Emmanuel Caulk, Secretary  
Board of Education of  
Fayette County, Kentucky

**STAFF CONTACT:** John White, Chief Financial Officer

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

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

“Adopt the resolution of the Board of Education related to issuance of the Fayette County School District Finance Corporation School Building Revenue Bonds, Series 2020B”

## NOTICE OF BOND SALE

Fayette County (Kentucky) School District Finance Corporation (the “**Corporation**”) will, until 11:00 a.m., ET, on November 11, 2020 (or such later date and time as described below), receive in the office of the Kentucky School Facilities Construction Commission, 700 Louisville Road, Carriage House, Frankfort, Kentucky 40601, bids for the purchase of its \$21,575,000 (subject to adjustment) School Building Revenue Bonds, Series 2020B (the “**Series 2020B Bonds**”), as described in the Preliminary Official Statement.

The Series 2020B Bonds are offered for sale on a tax-exempt basis as described in the Notice and Official Terms and Conditions of Bond Sale and the Preliminary Official Statement. Rights to reject bids and/or to reschedule the receipt of bids (announced at least 24 hours in advance of the rescheduled sale time via Bloomberg Financial News Wire or the BIDCOMP/PARITY® System) are reserved as set out in the Notice and Official Terms and Conditions of Bond Sale. The bidding conditions and terms of the offerings are contained in the Notice and Official Terms and Conditions of Bond Sale, which, together with the Official Bid Form and the Preliminary Official Statement, may be obtained from the Corporation’s Financial Advisor, Robert W. Baird & Co. Incorporated, at <http://www.rwbaird.com/public-finance/Baird-Forward-Competitive-Calendar>. or Public Finance Department, 500 West Jefferson Street, Louisville, Kentucky 40202, (502) 588-1124. The Preliminary Official Statement is in a form “deemed final” by the Corporation for purposes of SEC Rule 15c2-12(b)(1), but is subject to revision, amendment, and completion in a final Official Statement. /s/ John White, Treasurer

## CONTRACT OF LEASE AND RENT

This **CONTRACT OF LEASE AND RENT** (this "**Contract**"), is dated as of November 24, 2020, by and between the **FAYETTE COUNTY SCHOOL DISTRICT FINANCE CORPORATION** (the "**Corporation**"), a Kentucky nonprofit corporation created pursuant to Sections 162.385, 58.180, and 273.161 through (and including) 273.390 of the Kentucky Revised Statutes and acting as the agency, instrumentality, and constituted authority of the Board of Education of Fayette County, Kentucky, as lessor, and the **BOARD OF EDUCATION OF FAYETTE COUNTY, KENTUCKY** (the "**Board of Education**"), as lessee, both of which have a mailing address of 1126 Russell Cave Road, Lexington, Fayette County, Kentucky 40505-3412.

### WITNESSETH:

**WHEREAS**, that in order to carry out the duty and authority vested in it by the Constitution and Statutes of the Commonwealth of Kentucky, the Board of Education finds it necessary, desirable, and in the public interest to cause (a) the acquisition of properties for a new middle school and a new elementary school located at 2185 Polo Club Boulevard and 2345 Polo Club Boulevard in Lexington, Kentucky and (b) the acquisition of property for a new career technology center facility located at 100 Midland Avenue in Lexington, Kentucky, all within the boundaries of the Fayette County School District (collectively the "**Projects**"); and

**WHEREAS**, the Board of Education has caused the respective title to the Projects, including the site, to be conveyed to the Corporation; and pursuant to authority vested in it by the laws of the Commonwealth of Kentucky, including Sections 162.120 through (and including) 162.300 and Section 162.385 of the Kentucky Revised Statutes, the Corporation, by Resolution of its Board of Directors, adopted on October 26, 2020 (the "**Bond Resolution**"), authorized, offered, and competitively sold its School Building Revenue Bonds, Series 2020B in a preliminary aggregate principal amount of \$21,575,000 (subject to adjustment as provided therein) (the "**Series 2020B Bonds**") for the purposes of financing the major portion of the acquisition of the Projects and paying related costs;

**NOW, THEREFORE**, the Corporation hereby agrees to cause the Projects to be acquired and to lease the Projects, including the sites thereof as described in **APPENDIX A** hereto, to the Board of Education, and the Board of Education hereby agrees to lease the Projects from year to year, for one year at a time, for a rental payable from year to year amounting to a sum sufficient to pay the principal and interest requirements of the Series 2020B Bonds as may from time to time be outstanding, together with the cost of maintaining and insuring the Projects, all subject to the following terms and conditions, to which the parties agree:

**Section 1.** The Board of Education agrees that the Projects, the sites of which are described in **APPENDIX A** hereto, shall be used and occupied for educational purposes and that the rental for each rental year beginning December 1<sup>st</sup> and ending on the next succeeding

November 30<sup>th</sup> (the last such rental year ending on November 30, 2040) shall be a sum equal to the interest payment on the Series 2020B Bonds which will become due on June 1<sup>st</sup> and December 1<sup>st</sup> during such rental year plus the principal amount of Series 2020B Bonds which will mature and interest which will become due on December 1<sup>st</sup> immediately following the close of such rental year, based upon the interest rates made applicable to the Series 2020B Bonds, as fixed by the Corporation.

All such rentals, other than the portions thereof which are payable by the Commission pursuant to the Participation Agreement, shall be payable in semiannual installments in accordance with the preceding paragraph on or before June 1 and December 1 of the respective rental years, beginning June 1, 2021, and shall be paid by the Board of Education in immediately available funds.

The Board of Education further agrees to pay as additional rental the appropriate fees and charges of the Paying Agent and Bond Registrar named in the Bond Resolution and any other administrative costs of the Series 2020B Bonds.

As a part of the consideration for the initial rental payments, the Board of Education is hereby given the right to use and to occupy any portions of the Projects as the same are acquired and are available for such use.

**Section 2.** The Board of Education may terminate this Contract at the expiration of any rental year by giving written notice to the Corporation of its determination to so do ninety days before the December 1<sup>st</sup> immediately following the end of such rental year, and it is specifically understood and agreed that the obligation of the Board of Education hereunder is an obligation to pay rentals on a year-to-year basis for services rendered as a result of the use and occupancy of the Projects, and that such obligation ceases upon its election to terminate this Contract as herein provided. If, in any year, this Contract is not terminated as herein provided, the obligation to pay rentals shall automatically extend for an additional rental year.

**Section 3.** If the Board of Education shall pay rentals from year to year as herein provided for said period of years ending November 30, 2040, then upon the completion of such payments the leased premises shall be and become the property of the Board of Education and shall be reconveyed to it or its nominee, subject, however, to the provisions of similar agreements or contracts which may hereafter be entered into between the Board of Education and the Corporation. The consideration of such deed of conveyance shall be the recital of the fulfillment of this Contract.

**Section 4.** In case the Board of Education exercises its option to terminate this Contract, as hereinabove provided, then this Contract shall become null and void and shall be no longer binding, and all rentals and obligations due and unpaid for the then current rental

year shall forthwith become due and collectible, and the Board of Education shall give immediate possession of the Projects to the Corporation.

Should the Board of Education fail to pay the stipulated rentals due hereunder for the original rental period or during any rental year for which this Contract is renewed, at the times herein stipulated, then this Contract may be immediately terminated by the Corporation, all rentals for which the Board of Education has become committed hereunder shall become due and payable, and all rights for the option to renew this Contract on the part of the Board of Education may be terminated and forfeited to the Corporation.

Notwithstanding the foregoing provisions of this Section 4, the Board of Education shall have a continuing beneficial interest in the Projects and the Projects' site, which continuing beneficial interest is hereby acknowledged and granted and shall survive any such termination of this Contract, consisting of the unqualified right for a ninety-day period following any such termination or default to elect in writing to acquire and receive title to the Projects and the Projects' site when all Series 2020B Bonds and interest obligations thereon have been discharged pursuant to the Bond Resolution, if the Board of Education provides for such discharge before any disposition of the Corporation's interests in the Projects' site; provided that no such disposition may occur within ninety days from any such election.

**Section 5.** The Board of Education may purchase the Projects and the site thereof and thereby terminate this Contract at any time by giving to the Corporation at least sixty days' advance written notice of its intention so to do and by depositing with the Corporation, on or before the designated purchase date, a sum sufficient to provide for the redemption, defeasance, or retirement of all of the then outstanding Series 2020B Bonds in accordance with the terms of the Bond Resolution, together with a further sum equal to the expenses, if any, which the Corporation and the Paying Agent and Bond Registrar designated in accordance with the Bond Resolution may incur in calling outstanding Series 2020B Bonds for prior redemption and other related expenses. If the Board of Education shall elect to exercise such right to purchase and acquire the Projects and the Projects' site, then in depositing the required funds with the Corporation as aforesaid the Board of Education may take credit for the balance, if any, then held by the Corporation to the credit of the Bondholders; provided, however, that provision shall be made for paying all proper costs, expenses, and charges of the Corporation and the Paying Agent and Bond Registrar designated in accordance with the Bond Resolution. Upon the happening of such event of purchase of the Projects and the Projects' site by the Board of Education, and the issuance by the Corporation of an appropriate certificate evidencing defeasance of all outstanding Series 2020B Bonds, the Corporation shall immediately convey all its right, title, and interest in the Projects and their respective sites to the Board of Education.

The foregoing provisions of this Section 5 are subject to any applicable liens that may hereafter be provided in the issuance of school building revenue bonds for properties constituting the Projects.

**Section 6.** In case the Projects or any portion thereof are damaged or destroyed by fire, lightning, windstorm, or other hazard covered by insurance, such property shall be restored by the Corporation through application of the proceeds of such insurance, unless such proceeds are applied as permitted in the foregoing Section 5 hereof.

**Section 7.** It is agreed and understood that so long as the Board of Education continues to lease the Projects it will, at its own expense, maintain, and keep the Projects in good state of repair and will procure and pay the cost of insurance on the Projects against loss by fire, lightning, and windstorm, and the amount of such insurance shall be at all times the full insurable value of the Projects. From and after occupancy of the Projects by the Board of Education and so long as such occupancy continues under the terms of this Contract, the Board of Education shall, on or about December 1<sup>st</sup> of each year, furnish to the Corporation a report showing the types and amount of insurance coverage procured and maintained with respect to the Projects, together with evidence that premiums for such insurance have been paid in full for the ensuing year, or, if such premiums are not then due and payable, that the amounts which will become payable during the ensuing year have been properly budgeted. The Board of Education shall likewise furnish an annual report to the Corporation describing the condition of the Projects, reporting any maintenance and repair work undertaken during the previous year and furnishing evidence that the cost thereof has been paid or properly budgeted by the Board of Education.

**Section 8.** The rentals herein stipulated and agreed to be paid by the Board of Education to the Corporation represent compensation for the use and occupancy of the Projects, and such rentals are separate from and in addition to any rentals which the Board of Education may hereafter agree to pay to the Corporation for the use and occupancy of any portion of the Projects' sites covered by any subsequent similar contract as provided in Section 9 hereafter.

**Section 9.** It is contemplated by the parties that the Board of Education may at some time in the future, or from time to time and before the full retirement of the Series 2020B Bonds, find it necessary or desirable that other school buildings and appurtenances be constructed upon one or more of the sites herein described, financed through the issuance of one or more additional series of similar bonds. It is acknowledged that in the Bond Resolution, and in the form of the Series 2020B Bonds, the statutory mortgage lien provided by Section 162.200 of the Kentucky Revised Statutes for the security and protection of the holders of the Series 2020B Bonds shall be restricted in its application to the buildings and appurtenances herein referred to and constituting the Projects, together with so much of the respective sites herein described as may be necessary to provide adequate ingress and egress and the rendering of necessary services to the Projects, with the right expressly reserved to the Corporation, at the request of the Board of Education, to construct and finance in a similar manner upon any unoccupied portions of the sites herein described other buildings and appurtenances for school purposes notwithstanding said buildings are connected by use of party walls with structures which are subject to the lien securing the Series 2020B Bonds; and provided said additional buildings are



(a) capable of use as separate entities; (b) have their own outside entrances; and (c) no part of the costs of said additional structures and appurtenances are paid from the proceeds of the Series 2020B Bonds. The Board of Education agrees that in such event the construction at its request of such additional school buildings and appurtenances upon unoccupied portions of the sites shall not operate to reduce the rentals herein stipulated and the agreement of the Corporation to re-convey the Projects' sites as set forth in this Contract shall be ineffective with regard to any such unoccupied portions of the sites herein described on which additional buildings and appurtenances may hereafter be constructed (together with such portions of the sites as will provide for adequate ingress and egress and the rendering of necessary services to such additional buildings and appurtenances) until payment in full of all bonds at any time issued and outstanding for such additional buildings and appurtenances.

**Section 10.** The Board of Education and the Corporation each certifies and covenants with the holders of the Series 2020B Bonds that so long as any of the Series 2020B Bonds remain outstanding, each of them adopts and will comply or cause compliance with the tax covenants and representations contained in Section 21 of the Bond Resolution, which provisions are adopted by reference as a part of this Contract.

(Signature Page To Follow)

**[SIGNATURE PAGE TO CONTRACT OF LEASE AND RENT]**

**IN TESTIMONY WHEREOF**, the Fayette County School District Finance Corporation, acting by and through its Board of Directors, has caused this Contract of Lease and Rent to be executed for and on its behalf by its President, and the Board of Education of Fayette County, Kentucky, has caused this Contract of Lease and Rent to be executed for and on its behalf by its Chairperson.

**FAYETTE COUNTY SCHOOL DISTRICT  
FINANCE CORPORATION**

By: \_\_\_\_\_  
Stephanie Spires  
President

**BOARD OF EDUCATION OF FAYETTE  
COUNTY, KENTUCKY**

By: \_\_\_\_\_  
Stephanie Spires  
Chairperson

**COMMONWEALTH OF KENTUCKY**           )  
   ) SS  
**COUNTY OF FAYETTE**                         )

The undersigned, a Notary Public in and for the Commonwealth and County identified above, hereby acknowledges that on this day Stephanie Spires, the President of Fayette County School District Finance Corporation, personally known to me, appeared before me and she thereupon acknowledged the execution of the foregoing instrument by her to be her voluntary act and deed as such officer of said Corporation, and the official act and deed of said Corporation by and through her as its duly authorized officer.

My Commission expires: \_\_\_\_\_

**WITNESS** my hand this \_\_\_\_ day of \_\_\_\_\_, 2020.

Notary Public, State at Large

**COMMONWEALTH OF KENTUCKY** )  
 ) SS  
**COUNTY OF FAYETTE** )

The undersigned, a Notary Public in and for the Commonwealth and County identified above, hereby acknowledges that on this day Stephanie Spires, the Chairperson of the Board of Education of Fayette County, Kentucky, personally known to me, appeared before me and she thereupon acknowledged the execution of the foregoing instrument by her to be her voluntary act and deed as such officer of said Board of Education, and the official act and deed of said Board of Education by and through her as its duly authorized officer.

My Commission expires: \_\_\_\_\_

**WITNESS** my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Notary Public, State at Large

This Instrument Prepared by the  
Undersigned Attorney at Law of  
Stoll Keenon Ogden PLLC  
Suite 2100  
300 West Vine Street  
Lexington, Kentucky 40507-1801  
(859) 231-3000

---

J. David Smith, Jr.

## **APPENDIX A**

### **Legal Descriptions of the Project Site**

**DRAFT**  
**EXCERPT MINUTES OF A SPECIAL CALLED MEETING OF THE**  
**BOARD OF EDUCATION OF FAYETTE COUNTY, KENTUCKY**

The Board of Education of Fayette County, Kentucky, on October 26, 2020, at approximately 6:00 p.m., EDT, conducted a special called session pursuant to a virtual meeting streamed online as it was not feasible for the Board to “provide meeting room conditions” in the face of COVID-19, a highly contagious virus that spreads between people who are in close contact with one another and pursuant to call and written notice duly given in accordance with KRS 61.823. Present were Stephanie Spires, Chairperson, in the chair presiding, and the following additional members of the Board: Raymond Daniels, Daryl Love, Tyler Murphy and Christy Morris.

Also present were, among others, Emmanuel Caulk, Secretary of the Board of Education and Superintendent of Fayette County Schools, Myron Q. Thompson, Chief Operating Officer of the Board of Education, and John White, Treasurer of the Board of Education.

It having been determined that a quorum was present for the transaction of business, Chairperson Spires called the meeting to order.

\* \* \*

(Other Business)

\* \* \*

Chairperson Spires presented a Resolution (1) directing the Fayette County School District Finance Corporation, acting through its Board of Directors, to authorize and offer at public sale its School Building Revenue Bonds, Series 2020B, in the principal amount of \$21,575,000 (subject to adjustment) and to apply the proceeds thereof to the (a) the acquisition of properties for a new middle school and a new elementary school located at 2185 Polo Club Boulevard and 2345 Polo Club Boulevard in Lexington, Kentucky and (b) the acquisition of property for a new career technology center facility located at 100 Midland Avenue in Lexington, Kentucky, all within the boundaries of the Fayette County School District (the “Projects”) and (2) authorizing a Contract of Lease and Rent covering the use and occupancy of the Projects. Following review and discussion of the Resolution, \_\_\_\_\_ moved that the Resolution, a copy of which is appended to the agenda, be adopted, seconded by \_\_\_\_\_. The Chairperson put the question, the roll was called and the following voted:

Voting Aye: Stephanie Spires, Raymond Daniels, Daryl Love, Tyler Murphy and Christy Morris

Voting Nay: None.

Accordingly, the Chairperson declared the Resolution adopted.

\* \* \*

# DRAFT

(Other Business)

\* \* \*

On motion, duly seconded and unanimously carried, the meeting was adjourned.

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Stephanie Spires, Chairperson  
Board of Education of  
Fayette County, Kentucky

Attest:

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Emmanuel Caulk, Secretary  
Board of Education of  
Fayette County, Kentucky

## CERTIFICATION

I, the undersigned, Secretary of the Board of Education of Fayette County, Kentucky, do hereby certify that the foregoing constitutes true and correct excerpts of the minutes of a special called meeting of said Board held on October 26, 2020, related to the adoption of the Resolution referred to therein.

**IN WITNESS WHEREOF**, the undersigned has executed this Certification this October 26, 2020.

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Emmanuel Caulk, Secretary  
Board of Education of  
Fayette County, Kentucky

## NOTICE AND OFFICIAL TERMS AND CONDITIONS OF BOND SALE

\$21,575,000\* Fayette County School District Finance Corporation  
School Building Revenue Bonds, Series 2020B  
Bids due by 11:00 a.m., Eastern Time ("ET"), November 11, 2020

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**Bid Date: November 11, 2020**

**Bid Time: By 11:00 a.m. ET**

**Bids Submitted via:** (i) **BIDCOMP/PARITY®;**  
(ii) **Hand Delivery; or**  
(iii) **Facsimile.**

**NOTICE IS HEREBY GIVEN** that pursuant to the Notice of Bond Sale the Fayette County School District Finance Corporation (the "**Corporation**") will, on the Bid Date and by the Bid Time set out above (subject to any rescheduling as set out hereinafter under "**RIGHT TO RESCHEDULE SALE**"), receive in the office of the Executive Director of the Kentucky School Facilities Construction Commission (the "**Commission**"), located at Kentucky School Facilities Construction Commission, 700 Louisville Road, Carriage House, Frankfort, Kentucky 40601, competitive bids for the purchase of the above-described issue, to be dated the date of original issuance and delivery (the "**Series 2020B Bonds**"). Bids for the Series 2020B Bonds must be submitted (1) by hand delivery at the office shown above; (2) by facsimile to fax number (888) 979-6152 as herein more particularly described; or (3) at the bidder's option as more particularly hereinafter described, by electronic transmission through BIDCOMP/PARITY®.

On their issuance, the Series 2020B Bonds shall be registered in the name of Cede & Co., as the nominee of The Depository Trust Company ("**DTC**"), New York, New York, which will act as securities depository for the Series 2020B Bonds. Purchases of beneficial interests in the Series 2020B Bonds may be made in book-entry form only, in the principal amount of \$5,000 or any multiple of \$5,000. The Series 2020B Bonds will mature, or be subject to mandatory sinking fund redemption, as described in the Preliminary Official Statement for the Series 2020B Bonds and as hereinafter provided on the following dates and in the following principal amounts (subject to adjustment as hereinafter provided in the Corporation's sole discretion), and shall be subject to prior optional redemption as described in the Preliminary Official Statement for the Series 2020B Bonds:

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\* Preliminary, subject to change.



<b>Maturity Date</b> <b><u>December 1</u></b>	<b>Principal</b> <b><u>Amount*</u></b>	<b>Maturity Date</b> <b><u>December 1</u></b>	<b>Principal</b> <b><u>Amount*</u></b>
2021	\$ 25,000	2031	\$ 890,000
2022	25,000	2032	900,000
2023	100,000	2033	1,850,000
2024	100,000	2034	1,965,000
2025	100,000	2035	2,010,000
2026	100,000	2036	1,915,000
2027	850,000	2037	1,960,000
2028	860,000	2038	2,010,000
2029	870,000	2039	2,060,000
2030	875,000	2040	2,110,000

The Series 2020B Bonds maturing on and after December 1, 20\_\_, are subject to redemption by the Corporation, at its option, before maturity on and after December 1, 20\_\_.

#### **BID REQUIREMENTS**

Bids not submitted by electronic transmission must be submitted in writing on an Official Bid Form (see attached **EXHIBIT A**), signed by the bidder or an authorized representative of the bidding syndicate, and either (i) enclosed in a sealed envelope clearly marked "Bid for Series 2020B Bonds" and hand delivered to the office specified above before the deadline for submission of bids or (ii) faxed to the attention of Ms. Chelsey Bizzle to fax number (888) 979-6152; provided that, before the deadline for submission of bids, the bidder must have confirmed with Ms. Bizzle, at phone number (502) 564-5582, actual receipt by Ms. Bizzle of the bidder's facsimile bid before the appointed time bids are due. The Corporation and its officials, the Financial Advisor, Robert W. Baird & Co. Incorporated, and Co-Bond Counsel, Stoll Keenon Ogden PLLC and Rubin & Hays, assume no responsibility for assuring that such bids submitted via facsimile are received before such deadline. It is the bidder's sole responsibility, and not that of the Corporation, to assure that any bid is submitted to and received by the Corporation at the appointed time in accordance with the bidding conditions. No certified or bank cashier's check will be required to accompany a bid, but the successful bidder for the Series 2020B Bonds shall be required to wire transfer, by the close of business on November 12, 2020, to Old National Wealth Management, Evansville, Indiana, for the credit of the Corporation, an amount equal to 2.0% of the amount of Series 2020B Bonds awarded to such bidder, as a good faith deposit, which will secure the faithful performance of the terms of the bid (the "**Good Faith Deposit**"). The Good Faith Deposit will be applied (without interest) to the purchase price of the Series 2020B

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\* Preliminary, subject to change.

Bonds. If the successful bidder should fail to accept and pay for the Series 2020B Bonds when tendered for delivery and payment, the Good Faith Deposit will be retained by the Corporation as agreed liquidated damages.

Bidders are required to bid a cash price of not less than 98% of the aggregate principal amount of the Series 2020B Bonds for which a bid is submitted. Bidders shall specify the annual rate or rates of interest to be borne by the Series 2020B Bonds, which shall be in multiples of 1/8 or 1/20 of 1%. All Series 2020B Bonds of the same maturity must bear interest at a single rate to maturity; provided however, that no rate may exceed 5%. An interest rate stipulated in any year may be less than that stipulated for any preceding maturity. There is no limit on the number of different interest rates. No bid will be accepted for the purchase of less than all of the Series 2020B Bonds. On delivery of the Series 2020B Bonds, payment of the amount due must be made by the successful bidder to the order of the Corporation in immediately available federal funds or by such other means as may be acceptable to the President of the Corporation. Any expense of providing immediately available funds shall be borne by the bidder.

#### **SPECIAL BIDDERS' OPTION**

Bidders shall have the option of specifying that all of the Series 2020B Bonds maturing in any two or more consecutive years as given in the above preliminary schedule (as the principal amounts thereof may be adjusted in accordance herewith) may, in lieu of maturing in each of such years, be combined to compose one or more maturities of Series 2020B Bonds ("**Term Bonds**") scheduled to mature in the latest of such years and be subject to mandatory sinking fund redemption at par in each of the years and in the principal amounts determined in accordance herewith, except for the principal amount of Term Bonds scheduled in the year of maturity of the Term Bonds, which principal amount shall mature in that year. Bidders may specify one or more of such Term Bonds.

#### **SPECIAL REQUIREMENTS FOR ELECTRONIC BIDDING**

Electronic bids for the Series 2020B Bonds must be submitted through BIDCOMP/PARITY® and no other provider of electronic bidding services will be accepted. Subscription to the i-DEAL LLC Dalcomp Division's BIDCOMP Competitive Bidding System is required in order to submit an electronic bid. The Corporation will neither confirm any subscription nor be responsible for the failure of any prospective bidders to subscribe. For the purposes of the bidding process, the time as maintained by BIDCOMP/PARITY® shall constitute the official time with respect to all bids whether in electronic or written form. To the extent any instructions or directions set forth in BIDCOMP/PARITY® conflict with the terms of this Notice and Official Terms and Conditions of Bond Sale, this Notice and Official Terms and Conditions of Bond Sale shall prevail. Electronic bids made through the facilities of BIDCOMP/PARITY® shall be deemed an offer to purchase in response to the Notice of Bond Sale and the Notice and

Official Terms and Conditions of Bond Sale and shall be binding upon the bidders as if made by signed, sealed written bids delivered to the Corporation. The Corporation, the Financial Advisor, and Bond Counsel shall not be responsible for any malfunction or mistake made by or as a result of the use of the electronic bidding facilities provided and maintained by BIDCOMP/PARITY®. The use of BIDCOMP/PARITY® facilities are at the sole risk of the prospective bidders. For further information regarding BIDCOMP/PARITY®, potential bidders may contact BIDCOMP/PARITY®, 40 West 23<sup>rd</sup> Street, New York, New York 10010, Telephone: (800) 850-7422.

In the event of a system malfunction in the electronic bidding process or at the sole discretion of a bidder, an Official Bid Form may be sent before the appointed deadline (the time as maintained by BIDCOMP/PARITY® shall constitute the official time) to the Corporation by facsimile to the attention of Ms. Chelsey Bizzle at fax number (888) 979-6152; provided that a bidder must have confirmed with Ms. Bizzle, at phone number (502) 564-5582, actual receipt by Ms. Bizzle of the bidder's facsimile bid before the appointed time bids are due. If a bid is sent via facsimile, it is the sole responsibility of the bidder to assure that such bid is submitted and received by Ms. Bizzle before the appointed time. The Corporation and its officials, the Financial Advisor, and Bond Counsel assume no responsibility for assuring that such bids submitted via facsimile are received by the appointed time.

#### **RIGHT TO RESCHEDULE SALE**

The Corporation reserves the right to reschedule the receipt of bids for the Series 2020B Bonds without further newspaper advertising by giving notice thereof as promptly as reasonably possible, and in any event at least 24 hours in advance of the rescheduled sale time, by the BIDCOMP/PARITY® system or Bloomberg Financial News Wire.

#### **AWARD OF THE SERIES 2020B BONDS**

The Series 2020B Bonds will be awarded to the bidder offering to purchase the Series 2020B Bonds at the lowest true interest cost ("TIC") to the Corporation based on the preliminary maturity schedule set out above. For the purpose only of determining the TIC of Term Bonds, if any, specified by bidders as described above, such Series 2020B Bonds will be deemed to mature on December 1<sup>st</sup> in each of the years as set forth in the preliminary maturity schedule set out above. If two or more bidders offer bids at the same lowest TIC and the Corporation wishes to award the Series 2020B Bonds, or a portion thereof as herein provided, the Corporation shall determine by lot which bidder will be awarded such Series 2020B Bonds.

Bids will be acted on following the tabulation and verification of the bids received. The Corporation intends to notify the successful bidder, through the Financial Advisor, of any increases or decreases in the principal amounts of the Series 2020B Bonds in the aggregate, or in the amounts of the Series 2020B Bonds maturing or subject

to mandatory sinking fund redemption on any one or more dates, pursuant to this Notice and Official Terms and Conditions of Bond Sale, promptly and not later than 3:00 p.m. ET, on the sale date (unless waived by the successful bidder). Bids will be opened by the Executive Director of the Commission, Ms. Chelsey Bizzle, or her designated representative at the time stated above and verbal confirmation of any successful bid or bids will be given as soon as possible thereafter. Formal award and approval of the successful bid or bids will be made on behalf of the Corporation by its Financial Advisor by 3:00 p.m. ET, on the sale date. The decision of the Corporation as to the award of the Series 2020B Bonds will be final.

The Corporation reserves the right, in its sole discretion, to accept a bid or bids for an aggregate principal amount of the Series 2020B Bonds in any amount (in \$5,000 denominations) not to exceed \$23,730,000 if the Corporation determines the total amount of such increase in the total amount of the Series 2020B Bonds sold to be in the best interests of the Board of Education of Fayette County, Kentucky (the “**Board of Education**”), with the variation in such amount occurring in any one or more of the stipulated maturities of the Series 2020B Bonds (or mandatory sinking fund installments for Term Bonds). The Corporation also reserves the right to adjust the aggregate principal amount of the Series 2020B Bonds downward by any amount (in \$5,000 denominations) if the Corporation determines the total amount of such decrease in the total amount of the Series 2020B Bonds sold to be in the best interests of the Board of Education, with the variation in such amount occurring in any one or more of the stipulated maturities of the Series 2020B Bonds (or mandatory sinking fund installments for Term Bonds). The Corporation further reserves the right to adjust the stipulated maturities of the Series 2020B Bonds (or mandatory sinking fund installments for Term Bonds) without changing the total amount of the Series 2020B Bonds sold. In the event of any such adjustment, no rebidding will be permitted and no recalculation of bids will be made.

Among other factors the Corporation may (but shall be under no obligation to) consider, in sizing the issue of Series 2020B Bonds or in sizing individual maturities or mandatory sinking fund installments, are promoting level debt service and other preferences of the Corporation. The dollar amount bid for the Series 2020B Bonds by the successful bidder may be adjusted, if applicable, to reflect one or more of any adjustments made in the amortization schedule for the Series 2020B Bonds. Any bid price that is adjusted may reflect changes in the dollar amount of original issue discount or premium, if any, but will not change the per bond underwriter’s discount.

**THE RIGHT IS RESERVED TO REJECT ANY AND ALL BIDS OR TO WAIVE IRREGULARITIES IN ANY BID.**

As a term of the bid and a condition to the award of the Series 2020B Bonds, each successful bidder agrees (1) to certify to the Corporation, on behalf of the successful bidder and its syndicate or selling group, at the time of the acceptance of the bid, (a) the

## **AGREEMENT RELATING TO PAYING AND REGISTRAR AGENCY**

THIS PAYING AGENT/BOND REGISTRAR AGREEMENT (this "Agreement"), is entered into as of November 24, 2020 by and between the Fayette County School District Finance Corporation (the "Issuer"), and Old National Wealth Management (the "Bank"), as Paying Agent and Bond Registrar.

### **RECITALS**

WHEREAS the Issuer has duly authorized and provided for the issuance of its Bonds, entitled Fayette County School District Finance Corporation School Building Revenue Bonds, Series 2020B (the "Bonds") in an aggregate principal amount of \$\_\_\_\_\_,000 to be issued as fully registered bonds without coupons;

WHEREAS the Issuer will ensure all things necessary to make the Bonds the valid obligations of the Issuer, in accordance with their terms, will be done upon the issuance and delivery thereof;

WHEREAS the Issuer and the Bank wish to provide the terms under which Bank will act as Paying Agent to pay the principal, redemption premium (if any) and interest on the Bonds, in accordance with the terms thereof, and under which the Bank will act as Registrar for the Bonds;

WHEREAS the Bank has agreed to serve in such capacities for and on behalf of the Issuer and has full power and authority to perform and serve as Paying Agent and Bond Registrar for the Bonds;

WHEREAS the Issuer has duly authorized the execution and delivery of this Agreement; and all things necessary to make this Agreement a valid agreement have been done.

NOW, THEREFORE, it is mutually agreed as follows:

### **ARTICLE ONE**

#### **DEFINITIONS**

##### **Section 1.01. Definitions.**

For all purposes of this Agreement except as otherwise expressly provided or unless the context otherwise requires:

"Bank" means Old National Wealth Management, a national banking association organized and existing under the laws of the United States of America.

"Bond Register" means the book or books of registration kept by the Bank in which are maintained the names and addresses and principal amounts registered to each Registered Owner.

"Fiscal Year" means the fiscal year of the Issuer ending on June 30 of each year.

"Issuer" means the Fayette County School District Finance Corporation, a Kentucky non-profit corporation.

"Paying Agent" means the Bank when it is performing the function of paying agent for the Bonds.

"Person" means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision of a government or any entity whatsoever.

"Registered Owner" means a Person in whose name a Bond is registered in the Bond Register.

"Registrar" means the Bank when it is performing the function of registrar for the Bonds.

"Stated Maturity" when used with respect to any Bond means the date specified in the Bond as the date on which the principal of such Bond is due and payable.

## ARTICLE TWO

### APPOINTMENT OF BANK AS PAYING AGENT AND BOND REGISTRAR

#### Section 2.01. Appointment and Acceptance.

The Issuer hereby appoints the Bank to act as Paying Agent with respect to the Bonds, to pay to the Registered Owners in accordance with the terms and provisions of this Agreement the principal of, redemption premium (if any), and interest on all or any of the Bonds.

The Issuer hereby appoints the Bank as Registrar with respect to the Bonds. As Bond Registrar, the Bank shall keep and maintain for and on behalf of the Issuer, books and records as to the ownership of the Bonds and with respect to the transfer and exchange thereof as provided.

The Bank hereby accepts its appointment, and agrees to act as Paying Agent and Bond Registrar.

#### Section 2.02. Compensation.

As compensation for the Bank's services as Paying Agent and Bond Registrar, the Issuer hereby agrees to pay the Bank the fees and amounts set forth in a separate agreement between the Issuer and the Bank.

In addition, the Issuer agrees to reimburse the Bank, upon its request, for all reasonable out-of-pocket expenses, disbursements, and advances, including without limitation the reasonable fees, expenses, and disbursements of its agents and attorneys, incurred or made by the Bank in connection with entering into and performing under this Agreement or in connection with investigating and defending itself against any claim or liability hereunder.

## ARTICLE THREE

### PAYING AGENT

#### Section 3.01. Duties of Paying Agent.

As Paying Agent, the Bank, provided sufficient collected funds have been deposited for such purpose by or on behalf of the Issuer in the account designated by the Bank hereunder (the "Account"), shall pay on behalf of the Issuer the principal of, redemption premium, if any, and interest on each Bond in accordance with the provisions of the Bond. The Bank has no obligation to draw upon any account or pursuant to any letter of credit, insurance policy or other agreement or take any other action to assist the Issuer to comply with its obligations except to the extent expressly set forth in this Agreement.

#### Section 3.02. Payment Dates.

The Issuer hereby instructs the Bank to pay the principal of, redemption premium (if any) and interest on the Bonds on the dates specified in the Bond, from the Account to the extent such amounts are on deposit in the Account.

The Bank shall not be required to pay interest on any funds of the Issuer for any period during which such funds are held by the Bank awaiting the presentation of the Bonds for payment.

#### Section 3.03 Receipt of Funds.

The Issuer hereby agrees to deposit in the Account sufficient funds to make principal and interest payments as follows: (1) payment by check must be received by the Paying Agent at least 5 business days prior to payment date and (2) payment by wire must be received by Paying Agent one day prior to payment date.

## ARTICLE FOUR

### REGISTRAR

#### Section 4.01. Initial Delivery of Bonds.

The Bonds will be initially registered and delivered to the purchaser designated by the Issuer as one Bond for each maturity. If such purchaser delivers a written request to the Bank not later than five business days prior to the date of initial delivery, the Bank will, on the date of

initial delivery, deliver Bonds of authorized denominations, registered in accordance with the instructions in such written request.

#### Section 4.02. Duties of Registrar.

The Bank shall provide for the proper registration of transfer, exchange and replacement of the Bonds. Every Bond surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, the signature on which has been guaranteed by an eligible guarantor institution, in form acceptable to the Bank, duly executed by the Registered Owner thereof or such Registered Owner's agent. The Registrar may request any supporting documentation it deems necessary or appropriate to effect a re-registration.

#### Section 4.03. Unauthenticated Bonds.

The Issuer shall provide to the Bank on a continuing basis, an adequate inventory of unauthenticated Bonds to facilitate transfers. The Bank agrees that it will maintain such unauthenticated Bonds in safekeeping.

#### Section 4.04. Form of Bond Register.

The Bank as Registrar will maintain its records as Bond Registrar in accordance with the Bank's general practices and procedures in effect from time to time.

#### Section 4.06. Cancelled Bonds.

All Bonds surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Bank, shall be promptly cancelled by it and, if surrendered to the Issuer, shall be delivered to the Bank and, if not already cancelled, shall be promptly cancelled by the Bank. The Issuer may at any time deliver to the Bank for cancellation any Bonds previously authenticated and delivered which the Issuer may have acquired in any manner whatsoever, and all Bonds so delivered shall be promptly cancelled by the Bank. All cancelled Bonds held by the Bank for its retention period then in effect and shall thereafter be destroyed and evidence of such destruction furnished to the Issuer upon its written request.

#### Section 4.07. Mutilated, Lost, Stolen or Destroyed Bonds.

In case any Bond shall become mutilated or be destroyed, stolen or lost, the Bank shall deliver a new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of any such mutilated Bond or in lieu of and in substitution for any such Bond destroyed, stolen or lost, upon the payment of the reasonable expenses and charges of the Bank in connection therewith; and, in the case of a Bond destroyed, stolen or lost, upon filing by the owner with the Bank of evidence satisfactory to the Bank that such Bond was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the Bank of an appropriate bond of indemnity in form, substance and amount as may be required by law and as is otherwise satisfactory to the Bank. All Bonds so surrendered to the Bank shall be canceled by it and evidence of such cancellation shall be given to the Issuer. If the mutilated, destroyed, stolen or



lost Bond has already matured or been called for redemption in accordance with its terms it shall not be necessary to issue a new Bond prior to payment, provided that the owner shall first provide the Bank with a bond of indemnity as set forth above.

## ARTICLE FIVE

### THE BANK

#### Section 5.01.Duties of Bank.

The Bank undertakes to perform the duties set forth herein, each of which is ministerial and non-fiduciary in nature. No implied duties or obligations shall be read into this Agreement against the Bank. The Bank hereby agrees to use the funds deposited with it for payment of the principal of and interest on the Bonds to pay the same as it shall become due and further agrees to establish and maintain such accounts and funds as may be required for the Bank to function as Paying Agent.

#### Section 5.02.Reliance on Documents, Etc.

(a) The Bank may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions expressed therein, on certificates or opinions furnished to the Bank by the Issuer.

(b) The Bank shall not be liable for any error of judgment made in good faith. The Bank shall not be liable for other than its gross negligence or willful misconduct in connection with any act or omission hereunder.

(c) No provision of this Agreement shall require the Bank to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers.

(d) The Bank may rely, or be protected in acting or refraining from acting, upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. The Bank need not examine the ownership of any Bond, but shall be protected in acting upon receipt of Bonds containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the Registered Owner or agent of the Registered Owner.

(e) The Bank may consult with counsel, and the written advice or opinion of counsel shall be full authorization and protection with respect to any action taken, suffered or omitted by it hereunder in good faith reliance thereon.

(f) The Bank may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys and shall not be liable for the actions of such agent or attorney if appointed by it with due care.

### Section 5.03. Recitals of Issuer.

The recitals contained in the Bonds shall be taken as the statements of the Issuer, and the Bank assumes no responsibility for their correctness.

### Section 5.04. May Own Bonds; Other Transactions.

The Bank, in its individual or any other capacity, may become the owner or pledgee of Bonds with the same rights it would have if it were not the Paying Agent and Bond Registrar for the Bonds. The Bank may engage in or be interested in any financial or other transaction with the Issuer, any Bond owner or any other Person.

### Section 5.05. Money Held by Bank.

Money held by the Bank hereunder need not be segregated from other funds. The Bank shall have no duties with respect to investment of funds deposited with it and shall be under no obligation to pay interest on any money received by it hereunder. Any money deposited with or otherwise held by the Bank for the payment of the principal, redemption premium (if any) or interest on any Bond and remaining unclaimed, by the Registered Owner (or by the Issuer (which claim by the Issuer shall be made in writing) after maturity and prior to escheatment) will be escheated pursuant to the applicable state law. If funds are returned to the Issuer, the Issuer and the Bank agree that the Registered Owner of such Bond shall thereafter look only to the Issuer for payment thereof, and that all liability of the Bank with respect to such moneys shall thereupon cease.

### Section 5.06. Interpleader.

The Issuer and the Bank agree that the Bank may seek adjudication of any adverse claim, demand, or controversy over its person as well as funds on deposit, in a court of competent jurisdiction. The Issuer and the Bank further agree that the Bank has the right to file an action in interpleader in any court of competent jurisdiction to determine the rights of any person claiming any interest herein.

### Section 5.07. Indemnification.

To the extent authorized by law, the Issuer shall indemnify the Bank, its officers, directors and employees ("Indemnified Parties") for, and hold them harmless against any loss, cost, claim, liability or expense arising out of or in connection with the Bank's acceptance or administration of the Bank's duties hereunder (except any loss, liability or expense as may be adjudged by a court of competent jurisdiction to have been caused by the Bank's gross negligence or willful misconduct), including the cost and expense (including its counsel fees) of defending itself against any claim or liability in connection with the exercise or performance of any of its powers, rights or duties under this Agreement. Such indemnity shall survive the termination or discharge of this Agreement or discharge of the Bonds.

## ARTICLE SIX

### MISCELLANEOUS PROVISIONS

#### Section 6.01. Amendment.

This Agreement may be amended only by an agreement in writing signed by both of the parties hereto.

#### Section 6.02. Assignment

This Agreement may not be assigned by either party without the prior written consent of the other party.

#### Section 6.03. Notices.

Any request, demand, authorization, direction, notice, consent, waiver or other document provided or permitted hereby to be given or furnished to the Issuer or the Bank shall be mailed, faxed, sent pdf or delivered to the Issuer or the Bank, respectively, at the address shown below, or such other address as may have been given by one party to the other by fifteen (15) days written notice:

If to the Issuer:           Fayette County School District Finance Corporation  
                                  1126 Russell Cave Road  
                                  Lexington, Kentucky 40505

If to the Bank:            Old National Wealth Management  
                                  One Main Street  
                                  Evansville, Indiana 47708

#### Section 6.04. Effect of Headings.

The Article and Section headings herein are for convenience of reference only and shall not affect the construction hereof.

#### Section 6.05. Successors and Assigns.

All covenants and agreements herein by the Issuer and the Bank shall bind their successors and assigns, whether so expressed or not.

#### Section 6.06. Severability.

If any provision of this Agreement shall be determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

#### Section 6.07. Benefits of Agreement.

Except with respect to the Indemnified Parties, this Agreement is intended to be for the benefit of or to be enforceable by only the Issuer and the Bank, and no third party shall be entitled to claim that it is a third party beneficiary hereof.

#### Section 6.08. Entire Agreement.

This Agreement shall constitute the entire agreement between the parties hereto relative to the Bank acting as Paying Agent and Bond Registrar.

#### Section 6.09. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

#### Section 6.10. Term and Termination.

This Agreement shall be effective from and after its date and until the Bank resigns; provided, however, that no such termination shall be effective until a successor has been appointed and has accepted the duties of the Bank hereunder.

The Bank may resign at any time by giving written notice thereof to the Issuer. If the Bank shall resign, or become incapable of acting, the Issuer shall promptly appoint a successor Paying Agent and Bond Registrar. If an instrument of acceptance by a successor Paying Agent and Bond Registrar shall not have been delivered to the Bank within thirty 30 days after the Bank gives notice of resignation, the Bank may petition any court of competent jurisdiction at the expense of the Issuer for the appointment of a successor Paying Agent and Bond Registrar. In the event of resignation of the Bank as Paying Agent and Bond Registrar, upon the written request of the Issuer and upon payment of all amounts owing to the Bank hereunder the Bank shall deliver to the Issuer or its designee all funds in the Account and unauthenticated Bonds and a copy of the Bond Register. The provisions of Section 2.02 and Section 5.07 hereof shall survive and remain in full force and effect following the termination of this Agreement.

#### Section 6.11. Governing Law.

This Agreement shall be construed in accordance with and shall be governed by the laws of the Commonwealth of Kentucky.

Section 6.12. Documents to be delivered to Bank.

At the time of the Bank's appointment as Paying Agent and Bond Registrar, the Issuer shall deliver to the Bank the following documents: (a) a specimen Bond; (b) a copy of the opinion of bond counsel provided to the Issuer in connection with the issuance of the Bonds; and (c) such other information that the Bank may request.

Section 6.13. Patriot Act Compliance.

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a trust or other legal entity we will ask for documentation to verify its formation and existence as a legal entity. The Bank may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Issuer and the Bank have caused this Agreement to be executed in their respective names by their duly authorized representatives, in two counterparts, each of which shall be deemed an original.

Fayette County School District Finance Corporation  
Issuer

By: \_\_\_\_\_  
Its: President

Old National Wealth Management,  
as Paying Agent and Bond Registrar

By \_\_\_\_\_  
Authorized Representative

bona fide initial offering or reoffering prices of the Series 2020B Bonds to the Public (as described under the heading "**ISSUE PRICE CERTIFICATION**" herein); and (b) the amounts of the premium and taxes related to any municipal bond insurance policy purchased by the successful bidder in respect of the Series 2020B Bonds; (2) that the Corporation may rely on such certifications in complying with the arbitrage provisions of the Internal Revenue Code; and (3) at closing to affirm the foregoing certifications and provide any information (within the successful bidder's knowledge) required by the Corporation to comply with the arbitrage provisions of the Internal Revenue Code.

The Series 2020B Bonds will be issued in book-entry form, registered in the name of Cede & Co., as the nominee of DTC, all as provided in the Preliminary Official Statement.

It is anticipated that CUSIP identification numbers will be assigned to each maturity of the Series 2020B Bonds, but neither the failure to type or print such numbers on any Bond nor any error with respect thereto shall constitute cause for failure or refusal by the purchaser thereof to accept delivery of and pay for the Series 2020B Bonds in accordance with the terms of its bid. No CUSIP identification number shall be deemed to be a part of any Bond or a part of the contract evidenced thereby and no liability shall hereafter attach to the Corporation or any of its officers or agents because of or on account of such numbers. All expenses of typing or printing CUSIP identification numbers for the Series 2020B Bonds shall be paid by the Corporation; provided the CUSIP Service Bureau charges for the assignment of the numbers shall be the responsibility of and shall be paid by the purchaser.

All charges of DTC and all other expenses of the successful bidder will be the responsibility of the successful bidder for the Series 2020B Bonds.

### **ISSUE PRICE CERTIFICATION**

The Corporation is offering the Series 2020B Bonds for sale pursuant to the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining "competitive sale" for purposes of establishing the issue price of the Series 2020B Bonds) and if competitive sale requirements are met the following provisions for the establishment of issue price will apply to the initial sale of the Series 2020B Bonds to the public (the "competitive sale requirements"):

- (1) the Corporation has disseminated these Notice and Official Terms and Conditions of Bond Sale to potential bidders/underwriters in a manner that is reasonably designed to reach potential bidders/underwriters;
- (2) all bidders shall have an equal opportunity to bid;

(3) the Corporation anticipates receiving bids from one or more bidders/underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds with the understanding that in order for the competitive sale requirements to be met, the Corporation shall receive bids from three or more underwriters or purchasers of bonds who have established industry reputations; and

(4) the Corporation anticipates awarding the sale of the Series 2020B Bonds to the bidder who submits a firm offer to purchase the Series 2020B Bonds at the highest price (or lowest interest cost), as set forth in these Notice and Official Terms and Conditions of Bond Sale.

The Corporation shall take all steps that are reasonably necessary to ensure that the initial sale of the Series 2020B Bonds to the public will satisfy the competitive sale requirements.

In the event that the initial sale of the Series 2020B Bonds to the public does not satisfy the competitive sale requirements, the Corporation has determined to treat the initial offering price to the public as of the sale date of any maturity of the Series 2020B Bonds as the issue price of that maturity (the "hold-the-offering-price rule"), in each case applied on a maturity-by-maturity basis (and if different interest rates apply within a maturity, to each separate CUSIP number within that maturity). The Corporation (or the Corporation's Financial Advisor) shall promptly advise the prospective winning bidder, prior to the time of award of the Series 2020B Bonds, which maturities (and if different interest rates apply within a maturity, which separate CUSIP number within that maturity) of the Series 2020B Bonds shall be subject to the hold-the-offering-price rule.

Because the Corporation has determined to apply the hold-the-offering-price rule to any maturity of the Series 2020B Bonds, the winning bidder shall agree, on behalf of the underwriters participating in the purchase of the Series 2020B Bonds, that the underwriters will neither offer nor sell any maturity of the Series 2020B Bonds to which the hold-the-offering-price rule shall apply to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(1) the close of the fifth (5<sup>th</sup>) business day after the sale date; or



(2) the date on which the underwriters have sold at least 10% of that maturity of the Series 2020B Bonds to the public at a price that is no higher than the initial offering price to the public.

The winning bidder shall promptly advise the Corporation or its Financial Advisor when the underwriters have sold 10% of that maturity of the Series 2020B Bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5<sup>th</sup>) business day after the sale date.

The Corporation acknowledges that, in making the representation set forth above, the winning bidder will rely on (i) the agreement of each underwriter to comply with the hold-the-offering-price rule, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Series 2020B Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an underwriter is a party to a retail distribution agreement that was employed in connection with the initial sale of the Series 2020B Bonds to the public, the agreement of each broker-dealer who is a party to such agreement to comply with the hold-the-offering-price rule, as set forth in the retail distribution agreement and the related pricing wires. The Corporation further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the hold-the-offering-price rule and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer who is a party to a retail distribution agreement to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Series 2020B Bonds.

By submitting a bid, each bidder confirms that: (i) any agreement among underwriters, any selling group agreement and each retail distribution agreement (to which the bidder is a party) relating to the initial sale of the Series 2020B Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer who is a party to such retail distribution agreement, as applicable, to comply with the hold-the-offering-price rule, if and for so long as directed by the winning bidder and in the related pricing wires, and (ii) any agreement among underwriters relating to the initial sale of the Series 2020B Bonds to the public, together with the related pricing

wires, contains or will contain language obligating each underwriter who is a party to a retail distribution agreement to be employed in connection with the initial sale of the Series 2020B Bonds to the public to require each broker-dealer who is a party to such retail distribution agreement to comply with the hold-the-offering-price rule, if and for so long as directed in the related pricing wires.

Sales of any Series 2020B Bonds to any person who is a related party to an underwriter shall not constitute sales to the public for purposes of these Notice and Official Terms and Conditions of Bond Sale. Further, for purposes of these Notice and Official Terms and Conditions of Bond Sale:

- (i) "public" means any person other than an underwriter or a related party,
- (ii) "underwriter" means (A) any person who agrees pursuant to a written contract with the Corporation (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Series 2020B Bonds to the public and (B) any person who agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Series 2020B Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Series 2020B Bonds to the public), and
- (iii) a purchaser of any of the Series 2020B Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to more than 50% common ownership.

The winning bidder shall assist the Corporation in establishing the issue price of the Series 2020B Bonds and shall execute and deliver to the Corporation at Closing an "issue price" certificate setting forth the reasonably expected initial offering price to the public or the sales price or prices of the Series 2020B Bonds, in a form agreed to by the winning bidder, the Corporation and Bond Counsel and substantially in the form as set forth in the attached **EXHIBIT B** (Certificate of Underwriter).

#### **FIRM BIDS**

Any bid received shall be considered a firm offer for the purchase of the Series 2020B Bonds identified in these Notice and Official Terms and Conditions

of Bond Sale and shall not be subject to any conditions, except as permitted hereunder. Bids shall **not** be revocable.

### **DELIVERY**

Absent any failure of performance by the successful bidder, delivery of the Series 2020B Bonds is expected to be made at DTC in New York, New York, on or about November 24, 2020.

If any purchaser shall wrongfully fail or refuse to accept and pay for the Series 2020B Bonds purchased when tendered, as stated herein, the Corporation shall be authorized to retain the Good Faith Deposit as agreed liquidated damages for the breach of the purchase contract.

If, before the delivery of the Series 2020B Bonds, any event should occur which adversely affects the tax-exempt status of interest on the Series 2020B Bonds, the purchaser of the Series 2020B Bonds shall have the privilege of avoiding the purchase contract by giving immediate written notice to the President, Treasurer, or Secretary of the Corporation, whereupon the Good Faith Deposit of the purchaser will be returned to the purchaser, and all respective obligations of the parties will be terminated.

### **CONTINUING DISCLOSURE**

In order to assist bidders in complying with the requirements of subsection (5) of section (b) of Rule 15c2-12 promulgated by the Securities and Exchange Commission (the “**Rule**”), the Board of Education, of which the Corporation is its agency, instrumentality, and constituted authority, will execute a Continuing Disclosure Certificate dated as of the date of original issuance of the Series 2020B Bonds (the “**Disclosure Certificate**”), setting forth the undertaking of the Board of Education to provide certain annual financial reports and notices of the occurrence of certain events. A description of this undertaking, including certain limitations thereon, is set forth in the Preliminary Official Statement under the caption “Continuing Disclosure Undertaking” (reference to which is hereby made) and will also be set forth in the final Official Statement. The Board of Education will deliver the Disclosure Certificate at the closing of the issue of Series 2020B Bonds.

### **BOND INSURANCE**

If the successful bidder for the Series 2020B Bonds desires to purchase a municipal bond insurance policy insuring payment of all or a portion of the debt service payable on the Series 2020B Bonds, the successful bidder does so at its own risk and expense and the obligation of the successful bidder to pay for the Series 2020B Bonds shall not be conditioned on the issuance of a municipal bond insurance policy. The Corporation will cooperate with the successful bidder in obtaining such insurance but

the Corporation will not enter into any additional agreements with a bond insurer. Without limiting the generality of the foregoing, the successful bidder will be responsible for all costs, expenses and charges associated with the issuance of such insurance, including but not limited to the premium for the insurance policy and any taxes related thereto, and excluding only the fees of Moody's Investors Service, Inc. and Standard & Poor's Ratings Services.

## **LEGAL OPINION AND CLOSING DOCUMENTS**

The approving legal opinion of Stoll Keenon Ogden PLLC, Louisville, Kentucky and Rubin & Hays, Co-Bond Counsel, will be furnished without cost to the purchaser or purchasers of the Series 2020B Bonds. A summary description of the tax treatment of the Series 2020B Bonds is contained in the Preliminary Official Statement. The proposed form of legal opinion of Bond Counsel is attached as an appendix to the Preliminary Official Statement.

In addition to the Disclosure Certificate described above under "**CONTINUING DISCLOSURE**," there will also be furnished the usual closing documents, including a certificate of the Corporation dated the date of delivery of the Series 2020B Bonds, as to the accuracy of the information contained in the Official Statement and stating that there is no litigation pending or, to the knowledge of the Corporation, threatened affecting the validity of the Series 2020B Bonds.

## **ADDITIONAL INFORMATION**

This Notice and Official Terms and Conditions of Bond Sale is not a summary of the terms of the Series 2020B Bonds. Reference is hereby made to the Preliminary Official Statement for a further description of the Series 2020B Bonds and the Corporation. Investors must read the entire Preliminary Official Statement to obtain information essential to making an informed investment decision.

## **OFFICIAL BID FORM AND OFFICIAL STATEMENT**

The Official Bid Form for the Series 2020B Bonds is attached hereto as **EXHIBIT A**, and a copy of the Preliminary Official Statement relating to the Series 2020B Bonds may be obtained from the Corporation's Financial Advisor, Robert W. Baird & Co. Incorporated, Attn: Public Finance Department, PNC Plaza, 500 West Jefferson Street, Louisville, Kentucky 40202, telephone number (502) 588-8639, or the Financial Advisor's website <http://www.rwbaird.com/public-finance/Baird-Forward-Competitive-Calendar>. If for any reason the Preliminary Official Statement or this Notice and Official Terms and Conditions of Bond Sale (including **EXHIBIT A**) cannot be obtained from the website, paper copies of such document printed from computer files may be obtained from the Corporation's Financial Advisor.

The Corporation deems, for purposes of Securities and Exchange Commission Rule 15c2-12, its Preliminary Official Statement relating to the Series 2020B Bonds to be final as of its date, except for information permitted by that Rule to be omitted from the Preliminary Official Statement including the following information relating to the Series 2020B Bonds: the offering prices, interest rates, selling compensation, principal amount per maturity, delivery date, any other terms or provisions to be determined by competitive bidding, ratings, other terms depending on such matters and the identity of the underwriters. The Preliminary Official Statement is subject to amendment or modification as deemed necessary by the Corporation. The Preliminary Official Statement is subject to revision and completion in a final Official Statement.

The Corporation will provide an electronic copy of the final Official Statement, which will be complete in all material respects up to the date of delivery of the Series 2020B Bonds, without cost to the successful bidder for the Series 2020B Bonds, within seven business days of the award of the Series 2020B Bonds, such electronic copy to be sufficient for the successful bidder to comply with Rule 15c2-12 of the Securities and Exchange Commission and the rules of the Municipal Securities Rulemaking Board, provided that the successful bidder cooperates in providing information required to complete the final Official Statement.

By making a bid for the Series 2020B Bonds, any successful bidder agrees to (i) disseminate to all members of the underwriting syndicate copies of the Official Statement, including any supplements prepared by the Corporation; (ii) promptly file a copy of the final Official Statement, including any supplements prepared by the Corporation, with the Municipal Securities Rulemaking Board through its Electronic Municipal Market Access (EMMA) website; and (iii) take any and all other actions necessary to comply with applicable rules of the Securities and Exchange Commission and the Municipal Securities Rulemaking Board governing the offering, sale and delivery of the Series 2020B Bonds to ultimate purchasers.

Dated: November 4, 2020

**FAYETTE COUNTY SCHOOL  
DISTRICT FINANCE  
CORPORATION**

By: /s/ John White  
Treasurer

**EXHIBIT A**

**OFFICIAL BID FORM**

(Written Alternative)

November 11, 2020  
(Sale time: 11:00 a.m. ET)

Fayette County School District Finance Corporation  
c/o Office of Executive Director  
Kentucky School Facilities Construction Commission  
700 Louisville Road, Carriage House  
Frankfort, Kentucky 40601  
Phone: (502) 564-5582 Fax: (888) 979-6152

The undersigned submits the following offer to purchase the \$21,575,000\* School Building Revenue Bonds, Series 2020B (the “**Series 2020B Bonds**”), to be dated the date of original issuance and delivery, of the Fayette County School District Finance Corporation (the “**Corporation**”). This bid is made subject to the Notice and Official Terms and Conditions of Bond Sale for the Series 2020B Bonds, which is incorporated herein by reference as though fully set forth herein, and to all of the terms and conditions of which the undersigned, on behalf of the undersigned and our syndicate or selling group, agrees.

The undersigned hereby offers to purchase the entire aggregate principal amount of the Series 2020B Bonds to be issued and will pay you therefor the aggregate price described below (such aggregate purchase price may not be less than \$21,143,500 or 98% of the aggregate par amount of the Series 2020B Bonds), provided the Series 2020B Bonds bear interest at the following annual rates (each rate specified must be in a multiple of 1/8 or 1/20 of 1%, may not exceed 5%, and may be less than the rate stipulated for any preceding maturity):

(Continued on the following page)

<u>Maturity</u> <u>December 1</u>	<u>Principal</u> <u>Amount*</u>	<u>Interest</u> <u>Rate</u>	<u>Maturity</u> <u>December 1</u>	<u>Principal</u> <u>Amount*</u>	<u>Interest</u> <u>Rate</u>
2021	\$ 25,000	____%	2031	\$ 890,000	____%
2022	25,000	____	2032	900,000	____
2023	100,000	____	2033	1,850,000	____
2024	100,000	____	2034	1,965,000	____
2025	100,000	____	2035	2,010,000	____
2026	100,000	____	2036	1,915,000	____
2027	850,000	____	2037	1,960,000	____
2028	860,000	____	2038	2,010,000	____
2029	870,000	____	2039	2,060,000	____
2030	875,000	____	2040	2,110,000	____

We understand that this bid may be accepted in any amount up to \$23,730,000 (in \$5,000 denominations) or any lesser amount (in \$5,000 denominations) if the Corporation determines such increase or decrease in the total amount of the Series 2020B Bonds sold to be in the best interest of the Board of Education of Fayette County, Kentucky (the “**Board of Education**”), with the variation in such amount occurring in any one or more of the stipulated maturities of the Series 2020B Bonds (or mandatory sinking fund installments for Term Bonds). We also understand that the Corporation further reserves the right to adjust the stipulated maturities of the Series 2020B Bonds (or mandatory sinking fund installments for Term Bonds) without changing the total amount of the Series 2020B Bonds sold. The foregoing determinations shall be made by the Corporation in its sole discretion at the time of acceptance of the best bid.

**SPECIAL BIDDER’S OPTION:** The undersigned hereby elects to specify that all the Series 2020B Bonds stated to be due in the following two or more consecutive years (as the principal amounts thereof may be adjusted in accordance herewith) shall be combined to compose the maturities of Term Bonds indicated below:

**Principal Amounts Due**

<b>Year</b>		<b>Year</b>
_____	through	_____
_____	through	_____
_____	through	_____
_____	through	_____

In accordance with the Notice and Official Terms and Conditions of Bond Sale we agree that, if we are the successful bidder for the Series 2020B Bonds, we will wire transfer, by the close of business on November 12, 2020, to Old National Wealth Management, Evansville, Indiana, for the credit of the Corporation, an amount equal to 2.0% of the amount of Series

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\* Preliminary, subject to change as provided in the Notice and Official Terms and Conditions of Bond Sale.

2020B Bonds awarded, as a good faith deposit to secure faithful performance of the terms of our bid (the “**Good Faith Deposit**”). We understand that the Good Faith Deposit shall be applied (without interest) to the purchase price of the Series 2020B Bonds. If the undersigned should fail to accept and pay for the Series 2020B Bonds when tendered for delivery, the Good Faith Deposit will be retained by the Corporation as agreed liquidated damages.

If this bid is accepted and the Series 2020B Bonds are awarded to us, we will at the time of such acceptance certify to the Corporation, on behalf of the undersigned and our syndicate or selling group, (1) the bona fide initial offering or reoffering prices of the Series 2020B Bonds in accordance with the requirements under heading “**ISSUE PRICE CERTIFICATION**” in the Notice and Official Terms and Conditions of Bond Sale for the Series 2020B Bonds and the amounts of the premium and taxes related to any municipal bond insurance policy purchased by us in respect of the Series 2020B Bonds; (2) that the Corporation may rely on such certifications in complying with the arbitrage provisions of the Internal Revenue Code; and (3) that at closing we will affirm the foregoing certifications and provide any information (within the successful bidder’s knowledge) required by the Corporation to comply with the arbitrage provisions of the Internal Revenue Code.

This bid is made with the understanding that the Corporation intends to notify the successful bidder of any increases or decreases in the principal amounts of the Series 2020B Bonds in the aggregate, or in the amounts of the Series 2020B Bonds maturing or subject to mandatory sinking fund redemption on any one or more dates, pursuant to the Notice and Official Terms and Conditions of Bond Sale, promptly and not later than 3:00 p.m. EDT on the sale date (unless waived by the successful bidder).

The above is our purchase offer. We submit our own computations thereof only for your information and convenience:

- |     |  |         |
|-----|--|---------|
| [a] | Total principal and interest payments at stipulated rates<br>from date of Series 2020B Bonds to final maturity | \$_____ |
| [b] | Purchase price of the Series 2020B Bonds<br>(to include premium or discount)                                   | \$_____ |
| [c] | True Interest Cost (TIC)   | _____ % |

Respectfully submitted,

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name of Bidder or Representative of  
Bidding Syndicate



---

Address

**ACCEPTED** on behalf of the Corporation by its Financial Advisor, as agent, for the final aggregate principal amount of \$\_\_\_\_\_, with maturities and/or mandatory sinking fund installments set out below, at a [an adjusted] purchase price of \$\_\_\_\_\_, this November 11, 2020.

<u>Maturity</u> <u>December 1</u>	<u>Final</u> <u>Amount</u>	<u>Maturity</u> <u>December 1</u>	<u>Final</u> <u>Amount</u>
2021	\$ _____	2031	\$ _____
2022	\$ _____	2032	\$ _____
2023	\$ _____	2033	\$ _____
2024	\$ _____	2034	\$ _____
2025	\$ _____	2035	\$ _____
2026	\$ _____	2036	\$ _____
2027	\$ _____	2037	\$ _____
2028	\$ _____	2038	\$ _____
2029	\$ _____	2039	\$ _____
2030	\$ _____	2040	\$ _____

\_\_\_\_\_  
\*Term Bond (if applicable)

**FAYETTE COUNTY SCHOOL DISTRICT  
FINANCE CORPORATION**, by its Financial  
Advisor and Agent, **ROBERT W. BAIRD &  
CO. INCORPORATED**

By: \_\_\_\_\_

Title: \_\_\_\_\_  
Robert W. Baird & Co. Incorporated

**EXHIBIT B TO THE  
NOTICE AND OFFICIAL TERMS AND CONDITIONS OF BOND SALE**

**CERTIFICATE OF UNDERWRITER**

Fayette County School District  
Finance Corporation  
1126 Russell Cave Road  
Lexington, Kentucky 40505

Rubin & Hays  
Kentucky Home Trust Building  
450 South Third Street  
Louisville, Kentucky 40202

Stoll Keenon Ogden PLLC  
300 West Vine Street, Suite 2100  
Lexington, Kentucky 40507-1801

Re: Fayette County School District Finance Corporation School Building  
Revenue Bonds, Series 2020B.

\_\_\_\_\_ (the "Underwriter") is the purchaser and underwriter of the above referenced Bonds (the "Bonds") pursuant to a competitive bid process on \_\_\_\_\_, 2020 and the first day on which there is a binding contract for the Underwriter to purchase Bonds (the "Sale Date"). We understand and acknowledge that the Fayette County School District Finance Corporation (the "Corporation") is relying on the factual representations contained in this Certificate in, among other things, executing its Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds and that Stoll Keenon Ogden PLLC and Rubin & Hays, as co-bond counsel ("Bond Counsel") are relying on the factual representations contained in this letter in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Corporation from time to time relating to the Bonds. We hereby certify as follows:

1. Reasonably Expected Initial Offering Price. As of the Sale Date, the reasonably expected initial offering prices of the Bonds to the Public by the Underwriter are the prices listed in Schedule A (the "Expected Offering Prices"). The Expected Offering Prices are the prices for the Maturities of the Bonds used by the Underwriter in formulating its bid to purchase the Bonds. Attached as Schedule B is a true and correct copy of the bid submitted by the Underwriter to purchase the Bonds.

2. Competitive Sale. The Corporation has advised the Underwriter that it offered the Bonds for sale pursuant to the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining "Competitive Sale" for purposes of establishing the issue price of the Bonds) and that the competitive sale requirements have been met for the purposes of satisfying the provisions of the establishment of issue price and that the Corporation will apply the Expected Offering Prices as the issue price of the Bonds.

***Note: In the event that the Corporation receives fewer than three bids on the Bonds, the following language will replace paragraph 2 above and the paragraphs beginning with "Bidding Certifications" will be renumbered:***

{2. Competitive Sale. The Corporation has advised the Underwriter that it offered the Bonds for sale pursuant to the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (the "Issue Price Regulations", which define "Competitive Sale" for purposes of establishing the issue price of the Bonds) but that the competitive sale requirements were not met because the Corporation did not receive bids from three or more underwriters or purchasers of bonds who have established industry reputations for underwriting new issuances of municipal bonds.

3. Corporation to Hold-the-Offering Price Rule. The competitive sale requirements not having been satisfied, the Corporation has determined to treat the Expected Offering Prices to the public as of the Sale Date of any maturity of the Bonds as the issue price of that maturity (the "hold-the-offering-price rule"), in each case applied on a maturity-by-maturity basis (and if different interest rates apply within a maturity, to each separate CUSIP number within that maturity).

4. Satisfaction of the Hold-the-Offering-Price Rule. The Underwriter certifies that it neither offered nor sold any maturity of the Bonds to any person at a price that was higher than the Expected Offering Price to the public during the period starting on the Sale Date and ending on the earlier of the following:

(1) the close of the fifth (5<sup>th</sup>) business day, \_\_\_\_\_, 2020 after the Sale Date; or

(2) the date on which the underwriters sold at least 10% of that maturity of the Bonds to the public at a price that was no higher than the Expected Offering Price to the public.}

3. Bidding Certifications. The Underwriter was not given the opportunity to review other bids prior to submitting its bid, and the bid submitted by the Underwriter constituted a firm offer to purchase the Bonds.

4. Defined Terms.

(a) "Maturity" means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

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

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

5. Purchase Price. As payment for the Bonds, in accordance with your instructions we, the Underwriter, hereby pay to the Corporation, for deposit with Old National Wealth Management (the "Paying Agent"), a net purchase price of \$\_\_\_\_\_ (the "Sale Proceeds") calculated as par amount of the Bonds (\$\_\_\_\_\_) plus net original issue premium (\$\_\_\_\_\_) less Underwriter's Discount (\$\_\_\_\_\_).

6. Financial Advisor. We have not sold, nor do we expect to sell, any of the Bonds to Robert W. Baird & Co. Incorporated, the Financial Advisor of the Corporation (the "Financial Advisor"), nor, to the best of our knowledge, has the Financial Advisor been a participant with us in a syndicate or other similar account formed for the purpose of purchasing, directly or indirectly, from the Corporation all or any portion of the Bonds.

7. Receipt of Bonds. We hereby acknowledge receipt from the Corporation of the entire \$\_\_\_\_\_ of Bonds, in accordance with the terms of the competitive sale.

To the best of our knowledge and belief, the facts, circumstances and expectations set forth in this Certificate are true, correct, complete and reasonable and there are no other facts, circumstances or expectations, which would materially change those set forth herein. The representations set forth in this certificate are limited to

factual matters only. Nothing in this certificate represents the Underwriter's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder.

Dated this \_\_\_\_\_, 2020.

\_\_\_\_\_

By: \_\_\_\_\_

Name:

\_\_\_\_\_

**SCHEDULE A**  
**EXPECTED OFFERING PRICES**  
**(Attached)**

**SCHEDULE B**  
**COPY OF UNDERWRITER'S BID**  
**(Attached)**

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

**MEETING: Regular**

**DATE: 10/26/2020**

**TOPIC: Resolution of Board of Education of Fayette County, Kentucky, Relating to the Issuance of Fayette County School District Finance Corporation School Building Refunding Revenue Bonds, Series 2020C**

**PREPARED BY: John White**

**Recommended Action on: 10/26/2020  
Action Item for Vote (REGULAR MEETING)**

**Superintendent Prior Approval: No**

**Recommendation/Motion:** Adopt the Resolution relating to the issuance of Fayette County School District Finance Corporation School Building Refunding Revenue Bonds, Series 2020C.

**Background/Rationale:** A review of district existing bonded indebtedness brought a determination that refunding Series 2011A may result in savings for the District which can positively impact future bonding capacity.

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

**Fiscal Impact:** Refunding will result in savings to the District of at least 5% of refunded principal, consistent with the Department of Education's requirement for refunding bonds.

**Attachments(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

701 East Main Street, Lexington, Kentucky 40502 • Phone: 859.381.4100 • [www.fcps.net](http://www.fcps.net)

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



RESOLUTION OF BOARD OF EDUCATION OF  
FAYETTE COUNTY, KENTUCKY, RELATING TO THE  
ISSUANCE OF FAYETTE COUNTY SCHOOL DISTRICT  
FINANCE CORPORATION SCHOOL BUILDING  
REFUNDING REVENUE BONDS, SERIES 2020C

WHEREAS, the Board of Education of Fayette County, Kentucky (the “**Board of Education**”), previously directed the Fayette County School District Finance Corporation (the “**Corporation**”) to issue its School Building Refunding Revenue Bonds, Series 2011A (the “**Prior Bonds**”), for the purpose of paying the costs (not otherwise paid) of reconstruction, renovation, improvement and equipping of Breckinridge Elementary School, Cardinal Valley Elementary School, Clays Mill Elementary School, Mary Todd Elementary School and Millcreek Elementary School (collectively the “**Projects**”) for the Board of Education; and

WHEREAS, the Board of Education hereby authorizes and directs the Corporation to issue its School Building Refunding Revenue Bonds, Series 2020C ( the “**Series 2020C Bonds**”) to refinance and refund the Prior Bonds maturing on or after June 1, 2022 (the “**Refunding Program**”); and

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

WHEREAS, the Refunding Program will be beneficial to the Board of Education and will promote the general welfare of the school children in the Fayette County School District, and the Board of Education will receive debt service savings from the refunding and refinancing of a portion of the Prior Bonds.

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

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

Section 2. It is hereby found and declared to be necessary, advantageous and in the public interest that the Board of Education direct the Corporation to undertake the issuance of the Series 2020C Bonds to finance the Refunding Program, to acquire and hold title to the Projects and to lease the Projects to the Board of Education for the Board’s use and occupancy. The Chairperson, Vice Chairperson, or other appropriate officers of the Board of Education are hereby authorized to cause the Projects, including the sites of the Projects, to be conveyed to the Corporation (to the extent not previously conveyed). The sites of the Projects are described in the corresponding Contract of Lease and Rent herein approved.

Section 3. The Board of Education hereby directs that the Corporation ratify, approve, and accept the appointment of Robert W. Baird & Co. Incorporated, as financial advisor, in accordance with the agreement previously made by the Board of Education and Stoll Keenon Ogden PLLC and Rubin & Hays, as co-bond counsel, to be paid from the proceeds of the Series 2020C Bonds when the same are received and not from any other funds or resources of the Corporation or the Board of Education (unless necessary to supplement such bond proceeds). All actions previously taken by Board of Education officials with respect to such appointments are approved, ratified, and confirmed.

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

Section 5. The Secretary has filed a copy of this Resolution and the form of a proposed Resolution of the Corporation's Board of Directors with the Secretary of the Corporation with the direction that they be acted upon at the meeting of the Corporation's Board of Directors held on this date, and such action is approved and affirmed and the same shall constitute a direction and notice on behalf of the Board of Education that the Corporation, acting by and through its Board of Directors, take all action necessary and appropriate (a) for the issuance, sale, and delivery of its School Building Refunding Revenue Bonds, Series 2020C, to be dated as of such date as may be set by the President, Treasurer, or Secretary of the Corporation, in the aggregate principal amount of \$33,025,000 (subject to any adjustment provided for in the proposed Resolution); (b) for application of the proceeds of sale of the Series 2020C Bonds in accordance with the provisions of the Resolution of the Board of Directors of the Corporation authorizing the Series 2020C Bonds (the "**Bond Resolution**") for the purposes of financing the costs of the Refunding Program (to the extent not otherwise financed) and paying expenses in connection with the issuance of the Series 2020C Bonds, including the fees and expenses of the financial advisor, bond counsel, and other advisors incurred in connection with the issuance of the Series 2020C Bonds or the interpretation or enforcement of any document or obligation associated therewith; and (c) for executing and delivering on behalf of the Corporation the proposed Contract of Lease and Rent as herein approved.

Section 6. When the Series 2020C Bonds have been sold, the Chairperson, Vice Chairperson, Treasurer, Secretary, and other appropriate officers of the Board of Education, and each of them, are authorized to take such actions as may be necessary or desirable to carry out the issuance of the Series 2020C Bonds. The Board of Education specifically authorizes its officers to take such actions under the terms of the representations, warranties, and covenants contained in the Contracts of Lease and Rent, hereinabove approved, as may be required to comply with the provisions of the United States Internal Revenue Code of 1986, as amended, in respect of the exclusion from gross income for federal income tax purposes of interest on the Series 2020C

Bonds, if and to the extent that the Series 2020C Bonds are issued as tax advantaged obligations and the applicable rules of the Securities and Exchange Commission.

Section 7. It is acknowledged that in connection with the sale of the Series 2020C Bonds a Preliminary Official Statement and a final Official Statement (collectively the “**Official Statement**”) of the Corporation, as issuer of the Series 2020C Bonds, and the Board of Education will be distributed. The Official Statement and the use thereof in offering and selling the Series 2020C Bonds is hereby approved and the Chairperson or Secretary may execute the same on behalf of the Board of Education. The Preliminary Official Statement is hereby declared to be in form “deemed final” for purposes of SEC Rule 15c2-12(b)(1), but is subject to amendment, revision, and completion in the final Official Statement.

Section 8. The Board of Education hereby covenants and agrees that it will, before the issuance of the Series 2020C Bonds, execute and deliver a Continuing Disclosure Certificate, as described in the Official Statement, and further will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. However, any failure of the Board of Education to comply with the Continuing Disclosure Certificate shall not be considered an event of default hereunder or under the Contract of Lease and Rent herein approved. Any bondholder may take such actions as may be necessary and appropriate to obtain specific performance by court order to cause the Board of Education to comply with its obligations under the Continuing Disclosure Certificate.

Section 9. The Board of Education hereby appropriates from its funds available a sum equal to the amount by which the aggregate of all costs of the Refunding Program, when finally determined, may exceed the proceeds of the Series 2020C Bonds. When the Series 2020C Bonds have been sold and the interest rates are established, the aggregate of all such costs shall be determined, which costs shall include among other things the amounts necessary to implement the Refunding Program, the fees of the financial advisor and bond counsel, and a reasonable allowance for contingencies. The Treasurer is authorized to pay over from time to time such amount in excess of Series 2020C Bond proceeds for deposit in the Corporation’s School Building Refunding Revenue Bond Sinking Fund, Series 2020C, created in the Bond Resolution, or otherwise for payment of costs of the Refunding Program or the principal and interest on the Series 2020C Bonds, without further authorization or order of the Board of Education.

Section 10. The Treasurer is authorized to establish and transfer each year to the “School Building Fund” in accordance with KRS 160.476 sufficient general fund moneys to meet the debt service requirement on the Series 2020C Bonds in each year the Contract of Lease and Rent are in effect. Sufficient funds for each year means the difference between the total of all debt service requirements and the sum of the Board of Education’s SEEK capital outlay (80%), five cent equivalent tax, and the FSPK equalization (if any) for that year.

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

(Signature page immediately follows)

Adopted on October 26, 2020.

---

Stephanie Spires, Chairperson  
Board of Education of  
Fayette County, Kentucky

Attest:

---

Emmanuel Caulk, Secretary  
Board of Education of  
Fayette County, Kentucky

**CERTIFICATION**

I, the undersigned, Secretary of the Board of Education of Fayette County, Kentucky, do hereby certify that the foregoing is a true, correct, and complete copy of a Resolution duly adopted by the Board of Education at a properly convened regular meeting of the Board of Education held on October 26, 2020, signed by the Chairperson thereof and attested by me as Secretary, as shown by the official records in my possession and under my control.

IN WITNESS WHEREOF, I have executed this Certification this October 26, 2020.

---

Emmanuel Caulk, Secretary  
Board of Education of  
Fayette County, Kentucky

**STAFF CONTACT:** John White, Chief Financial Officer

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

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

“Adopt the resolution of the Board of Education related to issuance of the Fayette County School District Finance Corporation School Building Refunding Revenue Bonds, Series 2020C”

## NOTICE OF BOND SALE

Fayette County (Kentucky) School District Finance Corporation (the “**Corporation**”) will, until 11:30 a.m., ET, on November 11, 2020 (or such later date and time as described below), receive in the office of the Kentucky School Facilities Construction Commission, 700 Louisville Road, Carriage House, Frankfort, Kentucky 40601, bids for the purchase of its \$33,025,000 (subject to adjustment) School Building Revenue Bonds, Taxable Series 2020C (the “**Series 2020C Bonds**”), as described in the Preliminary Official Statement.

The Series 2020C Bonds are offered for sale on a tax-exempt basis as described in the Notice and Official Terms and Conditions of Bond Sale and the Preliminary Official Statement. Rights to reject bids and/or to reschedule the receipt of bids (announced at least 24 hours in advance of the rescheduled sale time via Bloomberg Financial News Wire or the BIDCOMP/PARITY® System) are reserved as set out in the Notice and Official Terms and Conditions of Bond Sale. The bidding conditions and terms of the offerings are contained in the Notice and Official Terms and Conditions of Bond Sale, which, together with the Official Bid Form and the Preliminary Official Statement, may be obtained from the Corporation’s Financial Advisor, Robert W. Baird & Co. Incorporated, at <http://www.rwbaird.com/public-finance/Baird-Forward-Competitive-Calendar>, or Public Finance Department, 500 West Jefferson Street, Louisville, Kentucky 40202, (502) 588-1124. The Preliminary Official Statement is in a form “deemed final” by the Corporation for purposes of SEC Rule 15c2-12(b)(1), but is subject to revision, amendment, and completion in a final Official Statement. /s/ John White, Treasurer

## CONTRACT OF LEASE AND RENT

This **CONTRACT OF LEASE AND RENT** (this “**Contract**”), is dated as of November 24, 2020, by and between the **FAYETTE COUNTY SCHOOL DISTRICT FINANCE CORPORATION** (the “**Corporation**”), a Kentucky nonprofit corporation created pursuant to Sections 162.385, 58.180, and 273.161 through (and including) 273.390 of the Kentucky Revised Statutes and acting as the agency, instrumentality, and constituted authority of the Board of Education of Fayette County, Kentucky, as lessor, and the **BOARD OF EDUCATION OF FAYETTE COUNTY, KENTUCKY** (the “**Board of Education**”), as lessee, both of which have a mailing address of 1126 Russell Cave Road, Lexington, Fayette County, Kentucky 40505-3412.

### WITNESSETH:

**WHEREAS**, the Board of Education of Fayette County, Kentucky previously directed the Fayette County School District Finance Corporation to issue its School Building Revenue Bonds, Series 2011A (the “**Prior Bonds**”) to finance the costs of reconstruction, renovation, improvement and equipping of Breckinridge Elementary School, Cardinal Valley Elementary School, Clays Mill Elementary School, Mary Todd Elementary School and Millcreek Elementary School (collectively the “**Projects**”); and

**WHEREAS**, the Board of Education has authorized and directed the Corporation to issue its School Building Refunding Revenue Bonds, Taxable Series 2020C to refinance and refund the Prior Bonds, scheduled to mature on or after June 1, 20\_\_ (the “**Refunding Program**”); and

**WHEREAS**, the Board of Education has caused the respective title to the Projects, including the site, to be conveyed to the Corporation; and pursuant to authority vested in it by the laws of the Commonwealth of Kentucky, including Sections 162.120 through (and including) 162.300 and Section 162.385 of the Kentucky Revised Statutes, the Corporation, by Resolution of its Board of Directors, adopted on October 26, 2020 (the “**Bond Resolution**”), authorized, offered, and competitively sold its School Building Refunding Revenue Bonds, Taxable Series 2020C in a preliminary aggregate principal amount of \$33,025,000 (subject to adjustment as provided therein) (the “**Series 2020C Bonds**”) for the purposes of financing the Refunding Program and paying related costs;

**NOW, THEREFORE**, the Corporation hereby agrees to lease the Projects, including the sites thereof as described in **APPENDIX A** hereto, to the Board of Education, and the Board of Education hereby agrees to lease the Projects from year to year, for one year at a time, for a rental payable from year to year amounting to a sum sufficient to pay the principal and interest requirements of the Series 2020C Bonds as may from time to time be outstanding, together with the cost of maintaining and insuring the Projects, all subject to the following terms and conditions, to which the parties agree:

**Section 1.** The Board of Education agrees that the Projects, the sites of which are described in **APPENDIX A** hereto, shall be used and occupied for educational purposes and that the rental for each rental year beginning June 1<sup>st</sup> and ending on the next succeeding May 31<sup>st</sup> (the last such rental year ending on May 31, 2031) shall be a sum equal to the interest payment on the Series 2020C Bonds which will become due on June 1<sup>st</sup> and December 1<sup>st</sup> during such rental year plus the principal amount of Series 2020C Bonds which will mature and interest which will become due on June 1<sup>st</sup> immediately following the close of such rental year, based upon the interest rates made applicable to the Series 2020C Bonds, as fixed by the Corporation.

All such rentals, other than the portions thereof which are payable by the Commission pursuant to the Participation Agreement, shall be payable in semiannual installments in accordance with the preceding paragraph on or before June 1 and December 1 of the respective rental years, beginning June 1, 2021, and shall be paid by the Board of Education in immediately available funds.

The Board of Education further agrees to pay as additional rental the appropriate fees and charges of the Paying Agent and Bond Registrar named in the Bond Resolution and any other administrative costs of the Series 2020C Bonds.

As a part of the consideration for the initial rental payments, the Board of Education is hereby given the right to use and to occupy any portions of the Projects as the same are acquired and are available for such use.

**Section 2.** The Board of Education may terminate this Contract at the expiration of any rental year by giving written notice to the Corporation of its determination to so do ninety days before the June 1<sup>st</sup> immediately following the end of such rental year, and it is specifically understood and agreed that the obligation of the Board of Education hereunder is an obligation to pay rentals on a year-to-year basis for services rendered as a result of the use and occupancy of the Projects, and that such obligation ceases upon its election to terminate this Contract as herein provided. If, in any year, this Contract is not terminated as herein provided, the obligation to pay rentals shall automatically extend for an additional rental year.

**Section 3.** If the Board of Education shall pay rentals from year to year as herein provided for said period of years ending May 31, 2031, then upon the completion of such payments the leased premises shall be and become the property of the Board of Education and shall be reconveyed to it or its nominee, subject, however, to the provisions of similar agreements or contracts which may hereafter be entered into between the Board of Education and the Corporation. The consideration of such deed of conveyance shall be the recital of the fulfillment of this Contract.



**Section 4.** In case the Board of Education exercises its option to terminate this Contract, as hereinabove provided, then this Contract shall become null and void and shall be no longer binding, and all rentals and obligations due and unpaid for the then current rental year shall forthwith become due and collectible, and the Board of Education shall give immediate possession of the Projects to the Corporation.

Should the Board of Education fail to pay the stipulated rentals due hereunder for the original rental period or during any rental year for which this Contract is renewed, at the times herein stipulated, then this Contract may be immediately terminated by the Corporation, all rentals for which the Board of Education has become committed hereunder shall become due and payable, and all rights for the option to renew this Contract on the part of the Board of Education may be terminated and forfeited to the Corporation.

Notwithstanding the foregoing provisions of this Section 4, the Board of Education shall have a continuing beneficial interest in the Projects and the Projects' site, which continuing beneficial interest is hereby acknowledged and granted and shall survive any such termination of this Contract, consisting of the unqualified right for a ninety-day period following any such termination or default to elect in writing to acquire and receive title to the Projects and the Projects' site when all Series 2020C Bonds and interest obligations thereon have been discharged pursuant to the Bond Resolution, if the Board of Education provides for such discharge before any disposition of the Corporation's interests in the Projects' site; provided that no such disposition may occur within ninety days from any such election.

**Section 5.** The Board of Education may purchase the Projects and the site thereof and thereby terminate this Contract at any time by giving to the Corporation at least sixty days' advance written notice of its intention so to do and by depositing with the Corporation, on or before the designated purchase date, a sum sufficient to provide for the redemption, defeasance, or retirement of all of the then outstanding Series 2020C Bonds in accordance with the terms of the Bond Resolution, together with a further sum equal to the expenses, if any, which the Corporation and the Paying Agent and Bond Registrar designated in accordance with the Bond Resolution may incur in calling outstanding Series 2020C Bonds for prior redemption and other related expenses. If the Board of Education shall elect to exercise such right to purchase and acquire the Projects and the Projects' site, then in depositing the required funds with the Corporation as aforesaid the Board of Education may take credit for the balance, if any, then held by the Corporation to the credit of the Bondholders; provided, however, that provision shall be made for paying all proper costs, expenses, and charges of the Corporation and the Paying Agent and Bond Registrar designated in accordance with the Bond Resolution. Upon the happening of such event of purchase of the Projects and the Projects' site by the Board of Education, and the issuance by the Corporation of an appropriate certificate evidencing defeasance of all outstanding Series 2020C Bonds, the Corporation shall immediately convey all its right, title, and interest in the Projects and their respective sites to the Board of Education.

The foregoing provisions of this Section 5 are subject to any applicable liens that may hereafter be provided in the issuance of school building revenue bonds for properties constituting the Projects.

**Section 6.** In case the Projects or any portion thereof are damaged or destroyed by fire, lightning, windstorm, or other hazard covered by insurance, such property shall be restored by the Corporation through application of the proceeds of such insurance, unless such proceeds are applied as permitted in the foregoing Section 5 hereof.

**Section 7.** It is agreed and understood that so long as the Board of Education continues to lease the Projects it will, at its own expense, maintain, and keep the Projects in good state of repair and will procure and pay the cost of insurance on the Projects against loss by fire, lightning, and windstorm, and the amount of such insurance shall be at all times the full insurable value of the Projects. From and after occupancy of the Projects by the Board of Education and so long as such occupancy continues under the terms of this Contract, the Board of Education shall, on or about June 1<sup>st</sup> of each year, furnish to the Corporation a report showing the types and amount of insurance coverage procured and maintained with respect to the Projects, together with evidence that premiums for such insurance have been paid in full for the ensuing year, or, if such premiums are not then due and payable, that the amounts which will become payable during the ensuing year have been properly budgeted. The Board of Education shall likewise furnish an annual report to the Corporation describing the condition of the Projects, reporting any maintenance and repair work undertaken during the previous year and furnishing evidence that the cost thereof has been paid or properly budgeted by the Board of Education.

**Section 8.** The rentals herein stipulated and agreed to be paid by the Board of Education to the Corporation represent compensation for the use and occupancy of the Projects, and such rentals are separate from and in addition to any rentals which the Board of Education may hereafter agree to pay to the Corporation for the use and occupancy of any portion of the Projects' sites covered by any subsequent similar contract as provided in Section 9 hereafter.

**Section 9.** It is contemplated by the parties that the Board of Education may at some time in the future, or from time to time and before the full retirement of the Series 2020C Bonds, find it necessary or desirable that other school buildings and appurtenances be constructed upon one or more of the sites herein described, financed through the issuance of one or more additional series of similar bonds. It is acknowledged that in the Bond Resolution, and in the form of the Series 2020C Bonds, the statutory mortgage lien provided by Section 162.200 of the Kentucky Revised Statutes for the security and protection of the holders of the Series 2020C Bonds shall be restricted in its application to the buildings and appurtenances herein referred to and constituting the Projects, together with so much of the respective sites herein described as may be necessary to provide adequate ingress and egress and the rendering of necessary services to the Projects, with the right expressly reserved to the Corporation, at the request of

the Board of Education, to construct and finance in a similar manner upon any unoccupied portions of the sites herein described other buildings and appurtenances for school purposes notwithstanding said buildings are connected by use of party walls with structures which are subject to the lien securing the Series 2020C Bonds; and provided said additional buildings are (a) capable of use as separate entities; (b) have their own outside entrances; and (c) no part of the costs of said additional structures and appurtenances are paid from the proceeds of the Series 2020C Bonds. The Board of Education agrees that in such event the construction at its request of such additional school buildings and appurtenances upon unoccupied portions of the sites shall not operate to reduce the rentals herein stipulated and the agreement of the Corporation to re-convey the Projects' sites as set forth in this Contract shall be ineffective with regard to any such unoccupied portions of the sites herein described on which additional buildings and appurtenances may hereafter be constructed (together with such portions of the sites as will provide for adequate ingress and egress and the rendering of necessary services to such additional buildings and appurtenances) until payment in full of all bonds at any time issued and outstanding for such additional buildings and appurtenances.

**Section 10.** The Board of Education and the Corporation each certifies and covenants with the holders of the Series 2020C Bonds that so long as any of the Series 2020C Bonds remain outstanding, each of them adopts and will comply or cause compliance with the tax covenants and representations contained in Section 21 of the Bond Resolution, which provisions are adopted by reference as a part of this Contract.

(Signature Page To Follow)

**[SIGNATURE PAGE TO CONTRACT OF LEASE AND RENT]**

**IN TESTIMONY WHEREOF**, the Fayette County School District Finance Corporation, acting by and through its Board of Directors, has caused this Contract of Lease and Rent to be executed for and on its behalf by its President, and the Board of Education of Fayette County, Kentucky, has caused this Contract of Lease and Rent to be executed for and on its behalf by its Chairperson.

**FAYETTE COUNTY SCHOOL DISTRICT  
FINANCE CORPORATION**

By: \_\_\_\_\_  
Stephanie Spires  
President

**BOARD OF EDUCATION OF FAYETTE  
COUNTY, KENTUCKY**

By: \_\_\_\_\_  
Stephanie Spires  
Chairperson

**COMMONWEALTH OF KENTUCKY**           )  
   ) SS  
**COUNTY OF FAYETTE**                       )

The undersigned, a Notary Public in and for the Commonwealth and County identified above, hereby acknowledges that on this day Stephanie Spires, the President of Fayette County School District Finance Corporation, personally known to me, appeared before me and she thereupon acknowledged the execution of the foregoing instrument by her to be her voluntary act and deed as such officer of said Corporation, and the official act and deed of said Corporation by and through her as its duly authorized officer.

My Commission expires: \_\_\_\_\_

**WITNESS** my hand this \_\_\_\_ day of \_\_\_\_\_, 2020.

Notary Public, State at Large

**COMMONWEALTH OF KENTUCKY**           )  
   ) SS  
**COUNTY OF FAYETTE**                  )

The undersigned, a Notary Public in and for the Commonwealth and County identified above, hereby acknowledges that on this day Stephanie Spires, the Chairperson of the Board of Education of Fayette County, Kentucky, personally known to me, appeared before me and she thereupon acknowledged the execution of the foregoing instrument by her to be her voluntary act and deed as such officer of said Board of Education, and the official act and deed of said Board of Education by and through her as its duly authorized officer.

My Commission expires: \_\_\_\_\_

**WITNESS** my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Notary Public, State at Large

This Instrument Prepared by the  
Undersigned Attorney at Law of  
Stoll Keenon Ogden PLLC  
Suite 2100  
300 West Vine Street  
Lexington, Kentucky 40507-1801  
(859) 231-3000

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J. David Smith, Jr.

## **APPENDIX A**

### **Legal Descriptions of the Project Site**

**DRAFT**  
**EXCERPT MINUTES OF A SPECIAL CALLED MEETING OF THE**  
**BOARD OF EDUCATION OF FAYETTE COUNTY, KENTUCKY**

The Board of Education of Fayette County, Kentucky, on October 26, 2020, at approximately 6:00 p.m., EDT, conducted a special called session pursuant to a virtual meeting streamed online as it was not feasible for the Board to “provide meeting room conditions” in the face of COVID-19, a highly contagious virus that spreads between people who are in close contact with one another and pursuant to call and written notice duly given in accordance with KRS 61.823. Present were Stephanie Spires, Chairperson, in the chair presiding, and the following additional members of the Board: Raymond Daniels, Daryl Love, Tyler Murphy and Christy Morris.

Also present were, among others, Emmanuel Caulk, Secretary of the Board of Education and Superintendent of Fayette County Schools, Myron Q. Thompson, Chief Operating Officer of the Board of Education, and John White, Treasurer of the Board of Education.

It having been determined that a quorum was present for the transaction of business, Chairperson Spires called the meeting to order.

\* \* \*

(Other Business)

\* \* \*

Chairperson Spires presented a Resolution (1) directing the Fayette County School District Finance Corporation, acting through its Board of Directors, to authorize and offer at public sale its School Building Revenue Bonds, Taxable Series 2020C, in the principal amount of \$33,025,000 (subject to adjustment) and to apply the proceeds thereof to refinance and refund the Fayette County School District Finance Corporation School Building Revenue Bonds, Series 2011A (the “Prior Bonds”), determined by the Treasurer of the Corporation with the advice of the Financial Advisor on the date of the sale of the Series 2020C Bonds, and which are scheduled to mature on or after June 1, 2022 (the “Refunding Program”) issued for the purpose to finance the costs of reconstruction, renovation, improvement and equipping of Breckinridge Elementary School, Cardinal Valley Elementary School, Clays Mill Elementary School, Mary Todd Elementary School and Millcreek Elementary School (collectively the “Projects”) and (2) authorizing a Contract of Lease and Rent covering the use and occupancy of the Projects. Following review and discussion of the Resolution, \_\_\_\_\_ moved that the Resolution, a copy of which is appended to the agenda, be adopted, seconded by \_\_\_\_\_. The Chairperson put the question, the roll was called and the following voted:

Voting Aye: Stephanie Spires, Raymond Daniels, Daryl Love, Tyler Murphy and Christy Morris

Voting Nay: None.

Accordingly, the Chairperson declared the Resolution adopted.



## DRAFT

\* \* \*

(Other Business)

\* \* \*

On motion, duly seconded and unanimously carried, the meeting was adjourned.

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Stephanie Spires, Chairperson  
Board of Education of  
Fayette County, Kentucky

Attest:

---

Emmanuel Caulk, Secretary  
Board of Education of  
Fayette County, Kentucky

## CERTIFICATION

I, the undersigned, Secretary of the Board of Education of Fayette County, Kentucky, do hereby certify that the foregoing constitutes true and correct excerpts of the minutes of a special called meeting of said Board held on October 26, 2020, related to the adoption of the Resolution referred to therein.

**IN WITNESS WHEREOF**, the undersigned has executed this Certification this October 26, 2020.

---

Emmanuel Caulk, Secretary  
Board of Education of  
Fayette County, Kentucky

## NOTICE AND OFFICIAL TERMS AND CONDITIONS OF BOND SALE

\$33,025,000\* Fayette County School District Finance Corporation  
School Building Refunding Revenue Bonds, Taxable Series 2020C  
Bids due by 11:30 a.m., Eastern Time ("ET"), November 11, 2020

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**Bid Date: November 11, 2020**

**Bid Time: By 11:30 a.m. ET**

**Bids Submitted via:** (i) **BIDCOMP/PARITY®;**  
(ii) **Hand Delivery; or**  
(iii) **Facsimile.**

**NOTICE IS HEREBY GIVEN** that pursuant to the Notice of Bond Sale the Fayette County School District Finance Corporation (the "**Corporation**") will, on the Bid Date and by the Bid Time set out above (subject to any rescheduling as set out hereinafter under "**RIGHT TO RESCHEDULE SALE**"), receive in the office of the Executive Director of the Kentucky School Facilities Construction Commission (the "**Commission**"), located at Kentucky School Facilities Construction Commission, 700 Louisville Road, Carriage House, Frankfort, Kentucky 40601, competitive bids for the purchase of the above-described issue, to be dated the date of original issuance and delivery (the "**Series 2020C Bonds**"). Bids for the Series 2020C Bonds must be submitted (1) by hand delivery at the office shown above; (2) by facsimile to fax number (888) 979-6152 as herein more particularly described; or (3) at the bidder's option as more particularly hereinafter described, by electronic transmission through BIDCOMP/PARITY®.

On their issuance, the Series 2020C Bonds shall be registered in the name of Cede & Co., as the nominee of The Depository Trust Company ("**DTC**"), New York, New York, which will act as securities depository for the Series 2020C Bonds. Purchases of beneficial interests in the Series 2020C Bonds may be made in book-entry form only, in the principal amount of \$5,000 or any multiple of \$5,000. The Series 2020C Bonds will mature, or be subject to mandatory sinking fund redemption, as described in the Preliminary Official Statement for the Series 2020C Bonds and as hereinafter provided on the following dates and in the following principal amounts (subject to adjustment as hereinafter provided in the Corporation's sole discretion), and shall be subject to prior optional redemption as described in the Preliminary Official Statement for the Series 2020C Bonds:

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\* Preliminary, subject to change.

<b>Maturity Date</b> <b><u>June 1</u></b>	<b>Principal</b> <b><u>Amount*</u></b>	<b>Maturity Date</b> <b><u>June 1</u></b>	<b>Principal</b> <b><u>Amount*</u></b>
2021	\$ 700,000	2027	\$3,220,000
2022	3,130,000	2028	3,250,000
2023	3,150,000	2029	3,300,000
2024	3,160,000	2030	3,345,000
2025	3,165,000	2031	3,415,000
2026	3,190,000		

The Series 2020C Bonds maturing on and after June 1, 20\_\_, are subject to redemption by the Corporation, at its option, before maturity on and after June 1, 20\_\_.

### **BID REQUIREMENTS**

Bids not submitted by electronic transmission must be submitted in writing on an Official Bid Form (see attached **EXHIBIT A**), signed by the bidder or an authorized representative of the bidding syndicate, and either (i) enclosed in a sealed envelope clearly marked "Bid for Series 2020C Bonds" and hand delivered to the office specified above before the deadline for submission of bids or (ii) faxed to the attention of Ms. Chelsey Bizzle to fax number (888) 979-6152; provided that, before the deadline for submission of bids, the bidder must have confirmed with Ms. Bizzle, at phone number (502) 564-5582, actual receipt by Ms. Bizzle of the bidder's facsimile bid before the appointed time bids are due. The Corporation and its officials, the Financial Advisor, Robert W. Baird & Co. Incorporated, and Co-Bond Counsel, Stoll Keenon Ogden PLLC and Rubin & Hays, assume no responsibility for assuring that such bids submitted via facsimile are received before such deadline. It is the bidder's sole responsibility, and not that of the Corporation, to assure that any bid is submitted to and received by the Corporation at the appointed time in accordance with the bidding conditions. No certified or bank cashier's check will be required to accompany a bid, but the successful bidder for the Series 2020C Bonds shall be required to wire transfer, by the close of business on November 12, 2020, to Old National Wealth Management, Evansville, Indiana, for the credit of the Corporation, an amount equal to 2.0% of the amount of Series 2020C Bonds awarded to such bidder, as a good faith deposit, which will secure the faithful performance of the terms of the bid (the "**Good Faith Deposit**"). The Good Faith Deposit will be applied (without interest) to the purchase price of the Series 2020C Bonds. If the successful bidder should fail to accept and pay for the Series 2020C Bonds when tendered for delivery and payment, the Good Faith Deposit will be retained by the Corporation as agreed liquidated damages.

Bidders are required to bid a cash price of not less than 98.5% of the aggregate principal amount of the Series 2020C Bonds for which a bid is submitted. Bidders shall

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\* Preliminary, subject to change.

specify the annual rate or rates of interest to be borne by the Series 2020C Bonds, which shall be in multiples of 1/8 or 1/20 of 1%. All Series 2020C Bonds of the same maturity must bear interest at a single rate to maturity; provided however, that no rate may exceed 5%. An interest rate stipulated in any year may be less than that stipulated for any preceding maturity. There is no limit on the number of different interest rates. No bid will be accepted for the purchase of less than all of the Series 2020C Bonds. On delivery of the Series 2020C Bonds, payment of the amount due must be made by the successful bidder to the order of the Corporation in immediately available federal funds or by such other means as may be acceptable to the President of the Corporation. Any expense of providing immediately available funds shall be borne by the bidder.

### **SPECIAL BIDDERS' OPTION**

Bidders shall have the option of specifying that all of the Series 2020C Bonds maturing in any two or more consecutive years as given in the above preliminary schedule (as the principal amounts thereof may be adjusted in accordance herewith) may, in lieu of maturing in each of such years, be combined to compose one or more maturities of Series 2020C Bonds ("**Term Bonds**") scheduled to mature in the latest of such years and be subject to mandatory sinking fund redemption at par in each of the years and in the principal amounts determined in accordance herewith, except for the principal amount of Term Bonds scheduled in the year of maturity of the Term Bonds, which principal amount shall mature in that year. Bidders may specify one or more of such Term Bonds.

### **SPECIAL REQUIREMENTS FOR ELECTRONIC BIDDING**

Electronic bids for the Series 2020C Bonds must be submitted through BIDCOMP/PARITY® and no other provider of electronic bidding services will be accepted. Subscription to the i-DEAL LLC Dalcomp Division's BIDCOMP Competitive Bidding System is required in order to submit an electronic bid. The Corporation will neither confirm any subscription nor be responsible for the failure of any prospective bidders to subscribe. For the purposes of the bidding process, the time as maintained by BIDCOMP/PARITY® shall constitute the official time with respect to all bids whether in electronic or written form. To the extent any instructions or directions set forth in BIDCOMP/PARITY® conflict with the terms of this Notice and Official Terms and Conditions of Bond Sale, this Notice and Official Terms and Conditions of Bond Sale shall prevail. Electronic bids made through the facilities of BIDCOMP/PARITY® shall be deemed an offer to purchase in response to the Notice of Bond Sale and the Notice and Official Terms and Conditions of Bond Sale and shall be binding upon the bidders as if made by signed, sealed written bids delivered to the Corporation. The Corporation, the Financial Advisor, and Bond Counsel shall not be responsible for any malfunction or mistake made by or as a result of the use of the electronic bidding facilities provided and maintained by BIDCOMP/PARITY®. The use of BIDCOMP/PARITY® facilities are at the sole risk of the prospective bidders. For further information regarding

BIDCOMP/PARITY®, potential bidders may contact BIDCOMP/PARITY®, 40 West 23<sup>rd</sup> Street, New York, New York 10010, Telephone: (800) 850-7422.

In the event of a system malfunction in the electronic bidding process or at the sole discretion of a bidder, an Official Bid Form may be sent before the appointed deadline (the time as maintained by BIDCOMP/PARITY® shall constitute the official time) to the Corporation by facsimile to the attention of Ms. Chelsey Bizzle at fax number (888) 979-6152; provided that a bidder must have confirmed with Ms. Bizzle, at phone number (502) 564-5582, actual receipt by Ms. Bizzle of the bidder's facsimile bid before the appointed time bids are due. If a bid is sent via facsimile, it is the sole responsibility of the bidder to assure that such bid is submitted and received by Ms. Bizzle before the appointed time. The Corporation and its officials, the Financial Advisor, and Bond Counsel assume no responsibility for assuring that such bids submitted via facsimile are received by the appointed time.

#### **RIGHT TO RESCHEDULE SALE**

The Corporation reserves the right to reschedule the receipt of bids for the Series 2020C Bonds without further newspaper advertising by giving notice thereof as promptly as reasonably possible, and in any event at least 24 hours in advance of the rescheduled sale time, by the BIDCOMP/PARITY® system or Bloomberg Financial News Wire.

#### **AWARD OF THE SERIES 2020C BONDS**

The Series 2020C Bonds will be awarded to the bidder offering to purchase the Series 2020C Bonds at the lowest true interest cost ("TIC") to the Corporation based on the preliminary maturity schedule set out above. For the purpose only of determining the TIC of Term Bonds, if any, specified by bidders as described above, such Series 2020C Bonds will be deemed to mature on June 1<sup>st</sup> in each of the years as set forth in the preliminary maturity schedule set out above. If two or more bidders offer bids at the same lowest TIC and the Corporation wishes to award the Series 2020C Bonds, or a portion thereof as herein provided, the Corporation shall determine by lot which bidder will be awarded such Series 2020C Bonds.

Bids will be acted on following the tabulation and verification of the bids received. The Corporation intends to notify the successful bidder, through the Financial Advisor, of any increases or decreases in the principal amounts of the Series 2020C Bonds in the aggregate, or in the amounts of the Series 2020C Bonds maturing or subject to mandatory sinking fund redemption on any one or more dates, pursuant to this Notice and Official Terms and Conditions of Bond Sale, promptly and not later than 3:00 p.m. ET, on the sale date (unless waived by the successful bidder). Bids will be opened by the Executive Director of the Commission, Ms. Chelsey Bizzle, or her designated representative at the time stated above and verbal confirmation of any successful bid or bids will be given as soon as possible thereafter. Formal award and approval of the

successful bid or bids will be made on behalf of the Corporation by its Financial Advisor by 3:00 p.m. ET, on the sale date. The decision of the Corporation as to the award of the Series 2020C Bonds will be final.

The Corporation reserves the right, in its sole discretion, to accept a bid or bids for an aggregate principal amount of the Series 2020C Bonds in any amount (in \$5,000 denominations) not to exceed \$36,325,000 if the Corporation determines the total amount of such increase in the total amount of the Series 2020C Bonds sold to be in the best interests of the Board of Education of Fayette County, Kentucky (the “**Board of Education**”), with the variation in such amount occurring in any one or more of the stipulated maturities of the Series 2020C Bonds (or mandatory sinking fund installments for Term Bonds). The Corporation also reserves the right to adjust the aggregate principal amount of the Series 2020C Bonds downward by any amount (in \$5,000 denominations) if the Corporation determines the total amount of such decrease in the total amount of the Series 2020C Bonds sold to be in the best interests of the Board of Education, with the variation in such amount occurring in any one or more of the stipulated maturities of the Series 2020C Bonds (or mandatory sinking fund installments for Term Bonds). The Corporation further reserves the right to adjust the stipulated maturities of the Series 2020C Bonds (or mandatory sinking fund installments for Term Bonds) without changing the total amount of the Series 2020C Bonds sold. In the event of any such adjustment, no rebidding will be permitted and no recalculation of bids will be made.

Among other factors the Corporation may (but shall be under no obligation to) consider, in sizing the issue of Series 2020C Bonds or in sizing individual maturities or mandatory sinking fund installments, are promoting level debt service and other preferences of the Corporation. The dollar amount bid for the Series 2020C Bonds by the successful bidder may be adjusted, if applicable, to reflect one or more of any adjustments made in the amortization schedule for the Series 2020C Bonds. Any bid price that is adjusted may reflect changes in the dollar amount of original issue discount or premium, if any, but will not change the per bond underwriter’s discount.

**THE RIGHT IS RESERVED TO REJECT ANY AND ALL BIDS OR TO WAIVE IRREGULARITIES IN ANY BID.**

The Series 2020C Bonds will be issued in book-entry form, registered in the name of Cede & Co., as the nominee of DTC, all as provided in the Preliminary Official Statement.

It is anticipated that CUSIP identification numbers will be assigned to each maturity of the Series 2020C Bonds, but neither the failure to type or print such numbers on any Bond nor any error with respect thereto shall constitute cause for failure or refusal by the purchaser thereof to accept delivery of and pay for the Series 2020C Bonds in accordance with the terms of its bid. No CUSIP identification number shall be

deemed to be a part of any Bond or a part of the contract evidenced thereby and no liability shall hereafter attach to the Corporation or any of its officers or agents because of or on account of such numbers. All expenses of typing or printing CUSIP identification numbers for the Series 2020C Bonds shall be paid by the Corporation; provided the CUSIP Service Bureau charges for the assignment of the numbers shall be the responsibility of and shall be paid by the purchaser.

All charges of DTC and all other expenses of the successful bidder will be the responsibility of the successful bidder for the Series 2020C Bonds.

### **FIRM BIDS**

Any bid received shall be considered a firm offer for the purchase of the Series 2020C Bonds identified in these Notice and Official Terms and Conditions of Bond Sale and shall not be subject to any conditions, except as permitted hereunder. Bids shall **not** be revocable.

### **DELIVERY**

Absent any failure of performance by the successful bidder, delivery of the Series 2020C Bonds is expected to be made at DTC in New York, New York, on or about November 24, 2020.

If any purchaser shall wrongfully fail or refuse to accept and pay for the Series 2020C Bonds purchased when tendered, as stated herein, the Corporation shall be authorized to retain the Good Faith Deposit as agreed liquidated damages for the breach of the purchase contract.

### **CONTINUING DISCLOSURE**

In order to assist bidders in complying with the requirements of subsection (5) of section (b) of Rule 15c2-12 promulgated by the Securities and Exchange Commission (the “**Rule**”), the Board of Education, of which the Corporation is its agency, instrumentality, and constituted authority, will execute a Continuing Disclosure Certificate dated as of the date of original issuance of the Series 2020C Bonds (the “**Disclosure Certificate**”), setting forth the undertaking of the Board of Education to provide certain annual financial reports and notices of the occurrence of certain events. A description of this undertaking, including certain limitations thereon, is set forth in the Preliminary Official Statement under the caption “Continuing Disclosure Undertaking” (reference to which is hereby made) and will also be set forth in the final Official Statement. The Board of Education will deliver the Disclosure Certificate at the closing of the issue of Series 2020C Bonds.

## **BOND INSURANCE**

If the successful bidder for the Series 2020C Bonds desires to purchase a municipal bond insurance policy insuring payment of all or a portion of the debt service payable on the Series 2020C Bonds, the successful bidder does so at its own risk and expense and the obligation of the successful bidder to pay for the Series 2020C Bonds shall not be conditioned on the issuance of a municipal bond insurance policy. The Corporation will cooperate with the successful bidder in obtaining such insurance but the Corporation will not enter into any additional agreements with a bond insurer. Without limiting the generality of the foregoing, the successful bidder will be responsible for all costs, expenses and charges associated with the issuance of such insurance, including but not limited to the premium for the insurance policy and any taxes related thereto, and excluding only the fees of Moody's Investors Service, Inc. and Standard & Poor's Ratings Services.

## **LEGAL OPINION AND CLOSING DOCUMENTS**

The approving legal opinion of Stoll Keenon Ogden PLLC, Louisville, Kentucky and Rubin & Hays, Co-Bond Counsel, will be furnished without cost to the purchaser or purchasers of the Series 2020C Bonds. A summary description of the tax treatment of the Series 2020C Bonds is contained in the Preliminary Official Statement. The proposed form of legal opinion of Bond Counsel is attached as an appendix to the Preliminary Official Statement.

In addition to the Disclosure Certificate described above under "**CONTINUING DISCLOSURE**," there will also be furnished the usual closing documents, including a certificate of the Corporation dated the date of delivery of the Series 2020C Bonds, as to the accuracy of the information contained in the Official Statement and stating that there is no litigation pending or, to the knowledge of the Corporation, threatened affecting the validity of the Series 2020C Bonds.

## **ADDITIONAL INFORMATION**

This Notice and Official Terms and Conditions of Bond Sale is not a summary of the terms of the Series 2020C Bonds. Reference is hereby made to the Preliminary Official Statement for a further description of the Series 2020C Bonds and the Corporation. Investors must read the entire Preliminary Official Statement to obtain information essential to making an informed investment decision.

## **OFFICIAL BID FORM AND OFFICIAL STATEMENT**

The Official Bid Form for the Series 2020C Bonds is attached hereto as **EXHIBIT A**, and a copy of the Preliminary Official Statement relating to the Series 2020C Bonds may be obtained from the Corporation's Financial Advisor, Robert W. Baird & Co. Incorporated, Attn: Public Finance Department, PNC Plaza, 500 West



Jefferson Street, Louisville, Kentucky 40202, telephone number (502) 588-8639, or the Financial Advisor's website <http://www.rwbaird.com/public-finance/Baird-Forward-Competitive-Calendar>. If for any reason the Preliminary Official Statement or this Notice and Official Terms and Conditions of Bond Sale (including **EXHIBIT A**) cannot be obtained from the website, paper copies of such document printed from computer files may be obtained from the Corporation's Financial Advisor.

The Corporation deems, for purposes of Securities and Exchange Commission Rule 15c2-12, its Preliminary Official Statement relating to the Series 2020C Bonds to be final as of its date, except for information permitted by that Rule to be omitted from the Preliminary Official Statement including the following information relating to the Series 2020C Bonds: the offering prices, interest rates, selling compensation, principal amount per maturity, delivery date, any other terms or provisions to be determined by competitive bidding, ratings, other terms depending on such matters and the identity of the underwriters. The Preliminary Official Statement is subject to amendment or modification as deemed necessary by the Corporation. The Preliminary Official Statement is subject to revision and completion in a final Official Statement.

The Corporation will provide an electronic copy of the final Official Statement, which will be complete in all material respects up to the date of delivery of the Series 2020C Bonds, without cost to the successful bidder for the Series 2020C Bonds, within seven business days of the award of the Series 2020C Bonds, such electronic copy to be sufficient for the successful bidder to comply with Rule 15c2-12 of the Securities and Exchange Commission and the rules of the Municipal Securities Rulemaking Board, provided that the successful bidder cooperates in providing information required to complete the final Official Statement.

By making a bid for the Series 2020C Bonds, any successful bidder agrees to (i) disseminate to all members of the underwriting syndicate copies of the Official Statement, including any supplements prepared by the Corporation; (ii) promptly file a copy of the final Official Statement, including any supplements prepared by the Corporation, with the Municipal Securities Rulemaking Board through its Electronic Municipal Market Access (EMMA) website; and (iii) take any and all other actions necessary to comply with applicable rules of the Securities and Exchange Commission and the Municipal Securities Rulemaking Board governing the offering, sale and delivery of the Series 2020C Bonds to ultimate purchasers.

Dated: November 4, 2020

**FAYETTE COUNTY SCHOOL  
DISTRICT FINANCE  
CORPORATION**

By: /s/ John White  
Treasurer

## EXHIBIT A

### OFFICIAL BID FORM

(Written Alternative)

November 11, 2020  
(Sale time: 11:30 a.m. ET)

Fayette County School District Finance Corporation  
c/o Office of Executive Director  
Kentucky School Facilities Construction Commission  
700 Louisville Road, Carriage House  
Frankfort, Kentucky 40601  
Phone: (502) 564-5582 Fax: (888) 979-6152

The undersigned submits the following offer to purchase the \$23,025,000\* School Building Revenue Bonds, Series 2020C (the “**Series 2020C Bonds**”), to be dated the date of original issuance and delivery, of the Fayette County School District Finance Corporation (the “**Corporation**”). This bid is made subject to the Notice and Official Terms and Conditions of Bond Sale for the Series 2020C Bonds, which is incorporated herein by reference as though fully set forth herein, and to all of the terms and conditions of which the undersigned, on behalf of the undersigned and our syndicate or selling group, agrees.

The undersigned hereby offers to purchase the entire aggregate principal amount of the Series 2020C Bonds to be issued and will pay you therefor the aggregate price described below (such aggregate purchase price may not be less than \$32,529,625 or 98.5% of the aggregate par amount of the Series 2020C Bonds), provided the Series 2020C Bonds bear interest at the following annual rates (each rate specified must be in a multiple of 1/8 or 1/20 of 1%, may not exceed 5%, and may be less than the rate stipulated for any preceding maturity):

(Continued on the following page)

<b>Maturity</b>	<b>Principal</b>	<b>Interest</b>	<b>Maturity</b>	<b>Principal</b>	<b>Interest</b>
<b><u>June 1</u></b>	<b><u>Amount*</u></b>	<b><u>Rate</u></b>	<b><u>June 1</u></b>	<b><u>Amount*</u></b>	<b><u>Rate</u></b>
2021	\$ 700,000	____%	2027	\$3,220,000	____%
2022	3,130,000	____	2028	3,250,000	____
2023	3,150,000	____	2029	3,300,000	____
2024	3,160,000	____	2030	3,345,000	____
2025	3,165,000	____	2031	3,415,000	____
2026	3,190,000	____			

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\* Preliminary, subject to change as provided in the Notice and Official Terms and Conditions of Bond Sale.

We understand that this bid may be accepted in any amount up to \$36,325,000 (in \$5,000 denominations) or any lesser amount (in \$5,000 denominations) if the Corporation determines such increase or decrease in the total amount of the Series 2020C Bonds sold to be in the best interest of the Board of Education of Fayette County, Kentucky (the “**Board of Education**”), with the variation in such amount occurring in any one or more of the stipulated maturities of the Series 2020C Bonds (or mandatory sinking fund installments for Term Bonds). We also understand that the Corporation further reserves the right to adjust the stipulated maturities of the Series 2020C Bonds (or mandatory sinking fund installments for Term Bonds) without changing the total amount of the Series 2020C Bonds sold. The foregoing determinations shall be made by the Corporation in its sole discretion at the time of acceptance of the best bid.

**SPECIAL BIDDER’S OPTION:** The undersigned hereby elects to specify that all the Series 2020C Bonds stated to be due in the following two or more consecutive years (as the principal amounts thereof may be adjusted in accordance herewith) shall be combined to compose the maturities of Term Bonds indicated below:

Principal Amounts Due		
Year		Year
_____	through	_____
_____	through	_____
_____	through	_____
_____	through	_____

In accordance with the Notice and Official Terms and Conditions of Bond Sale we agree that, if we are the successful bidder for the Series 2020C Bonds, we will wire transfer, by the close of business on November 12, 2020, to Old National Wealth Management, Evansville, Indiana, for the credit of the Corporation, an amount equal to 2.0% of the amount of Series 2020C Bonds awarded, as a good faith deposit to secure faithful performance of the terms of our bid (the “**Good Faith Deposit**”). We understand that the Good Faith Deposit shall be applied (without interest) to the purchase price of the Series 2020C Bonds. If the undersigned should fail to accept and pay for the Series 2020C Bonds when tendered for delivery, the Good Faith Deposit will be retained by the Corporation as agreed liquidated damages.

This bid is made with the understanding that the Corporation intends to notify the successful bidder of any increases or decreases in the principal amounts of the Series 2020C Bonds in the aggregate, or in the amounts of the Series 2020C Bonds maturing or subject to mandatory sinking fund redemption on any one or more dates, pursuant to the Notice and Official Terms and Conditions of Bond Sale, promptly and not later than 3:00 p.m. EDT on the sale date (unless waived by the successful bidder).

The above is our purchase offer. We submit our own computations thereof only for your information and convenience:

- |     |  |         |
|-----|--|---------|
| [a] | Total principal and interest payments at stipulated rates<br>from date of Series 2020C Bonds to final maturity | \$_____ |
| [b] | Purchase price of the Series 2020C Bonds<br>(to include premium or discount)                                   | \$_____ |
| [c] | True Interest Cost (TIC)   | _____ % |

Respectfully submitted,

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name of Bidder or Representative of  
Bidding Syndicate

\_\_\_\_\_  
Address

**ACCEPTED** on behalf of the Corporation by its Financial Advisor, as agent, for the final aggregate principal amount of \$\_\_\_\_\_, with maturities and/or mandatory sinking fund installments set out below, at a [an adjusted] purchase price of \$\_\_\_\_\_, this November 11, 2020.

<b>Maturity <u>June 1</u></b>	<b>Final <u>Amount</u></b>	<b>Maturity <u>June 1</u></b>	<b>Final <u>Amount</u></b>
2021	\$ _____	2027	\$ _____
2022	\$ _____	2028	\$ _____
2023	\$ _____	2029	\$ _____
2024	\$ _____	2030	\$ _____
2025	\$ _____	2031	\$ _____
2026	\$ _____		

\_\_\_\_\_  
\*Term Bond (if applicable)

**FAYETTE COUNTY SCHOOL DISTRICT  
FINANCE CORPORATION**, by its Financial  
Advisor and Agent, **ROBERT W. BAIRD &  
CO. INCORPORATED**

By: \_\_\_\_\_

Title: \_\_\_\_\_  
Robert W. Baird & Co. Incorporated

## **AGREEMENT RELATING TO PAYING AND REGISTRAR AGENCY**

THIS PAYING AGENT/BOND REGISTRAR AGREEMENT (this "Agreement"), is entered into as of November 24, 2020 by and between the Fayette County School District Finance Corporation (the "Issuer"), and Old National Wealth Management (the "Bank"), as Paying Agent and Bond Registrar.

### **RECITALS**

WHEREAS the Issuer has duly authorized and provided for the issuance of its Bonds, entitled Fayette County School District Finance Corporation School Building Revenue Bonds, Series 2020C (the "Bonds") in an aggregate principal amount of \$\_\_\_\_\_,000 to be issued as fully registered bonds without coupons;

WHEREAS the Issuer will ensure all things necessary to make the Bonds the valid obligations of the Issuer, in accordance with their terms, will be done upon the issuance and delivery thereof;

WHEREAS the Issuer and the Bank wish to provide the terms under which Bank will act as Paying Agent to pay the principal, redemption premium (if any) and interest on the Bonds, in accordance with the terms thereof, and under which the Bank will act as Registrar for the Bonds;

WHEREAS the Bank has agreed to serve in such capacities for and on behalf of the Issuer and has full power and authority to perform and serve as Paying Agent and Bond Registrar for the Bonds;

WHEREAS the Issuer has duly authorized the execution and delivery of this Agreement; and all things necessary to make this Agreement a valid agreement have been done.

NOW, THEREFORE, it is mutually agreed as follows:

### **ARTICLE ONE**

#### **DEFINITIONS**

##### **Section 1.01. Definitions.**

For all purposes of this Agreement except as otherwise expressly provided or unless the context otherwise requires:

"Bank" means Old National Wealth Management, a national banking association organized and existing under the laws of the United States of America.

"Bond Register" means the book or books of registration kept by the Bank in which are maintained the names and addresses and principal amounts registered to each Registered Owner.

"Fiscal Year" means the fiscal year of the Issuer ending on June 30 of each year.

"Issuer" means the Fayette County School District Finance Corporation, a Kentucky non-profit corporation.

"Paying Agent" means the Bank when it is performing the function of paying agent for the Bonds.

"Person" means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision of a government or any entity whatsoever.

"Registered Owner" means a Person in whose name a Bond is registered in the Bond Register.

"Registrar" means the Bank when it is performing the function of registrar for the Bonds.

"Stated Maturity" when used with respect to any Bond means the date specified in the Bond as the date on which the principal of such Bond is due and payable.

## ARTICLE TWO

### APPOINTMENT OF BANK AS PAYING AGENT AND BOND REGISTRAR

#### Section 2.01. Appointment and Acceptance.

The Issuer hereby appoints the Bank to act as Paying Agent with respect to the Bonds, to pay to the Registered Owners in accordance with the terms and provisions of this Agreement the principal of, redemption premium (if any), and interest on all or any of the Bonds.

The Issuer hereby appoints the Bank as Registrar with respect to the Bonds. As Bond Registrar, the Bank shall keep and maintain for and on behalf of the Issuer, books and records as to the ownership of the Bonds and with respect to the transfer and exchange thereof as provided.

The Bank hereby accepts its appointment, and agrees to act as Paying Agent and Bond Registrar.

#### Section 2.02. Compensation.

As compensation for the Bank's services as Paying Agent and Bond Registrar, the Issuer hereby agrees to pay the Bank the fees and amounts set forth in a separate agreement between the Issuer and the Bank.



In addition, the Issuer agrees to reimburse the Bank, upon its request, for all reasonable out-of-pocket expenses, disbursements, and advances, including without limitation the reasonable fees, expenses, and disbursements of its agents and attorneys, incurred or made by the Bank in connection with entering into and performing under this Agreement or in connection with investigating and defending itself against any claim or liability hereunder.

### ARTICLE THREE

#### PAYING AGENT

##### Section 3.01. Duties of Paying Agent.

As Paying Agent, the Bank, provided sufficient collected funds have been deposited for such purpose by or on behalf of the Issuer in the account designated by the Bank hereunder (the "Account"), shall pay on behalf of the Issuer the principal of, redemption premium, if any, and interest on each Bond in accordance with the provisions of the Bond. The Bank has no obligation to draw upon any account or pursuant to any letter of credit, insurance policy or other agreement or take any other action to assist the Issuer to comply with its obligations except to the extent expressly set forth in this Agreement.

##### Section 3.02. Payment Dates.

The Issuer hereby instructs the Bank to pay the principal of, redemption premium (if any) and interest on the Bonds on the dates specified in the Bond, from the Account to the extent such amounts are on deposit in the Account.

The Bank shall not be required to pay interest on any funds of the Issuer for any period during which such funds are held by the Bank awaiting the presentation of the Bonds for payment.

##### Section 3.03 Receipt of Funds.

The Issuer hereby agrees to deposit in the Account sufficient funds to make principal and interest payments as follows: (1) payment by check must be received by the Paying Agent at least 5 business days prior to payment date and (2) payment by wire must be received by Paying Agent one day prior to payment date.

### ARTICLE FOUR

#### REGISTRAR

##### Section 4.01. Initial Delivery of Bonds.

The Bonds will be initially registered and delivered to the purchaser designated by the Issuer as one Bond for each maturity. If such purchaser delivers a written request to the Bank not later than five business days prior to the date of initial delivery, the Bank will, on the date of

initial delivery, deliver Bonds of authorized denominations, registered in accordance with the instructions in such written request.

#### Section 4.02. Duties of Registrar.

The Bank shall provide for the proper registration of transfer, exchange and replacement of the Bonds. Every Bond surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, the signature on which has been guaranteed by an eligible guarantor institution, in form acceptable to the Bank, duly executed by the Registered Owner thereof or such Registered Owner's agent. The Registrar may request any supporting documentation it deems necessary or appropriate to effect a re-registration.

#### Section 4.03. Unauthenticated Bonds.

The Issuer shall provide to the Bank on a continuing basis, an adequate inventory of unauthenticated Bonds to facilitate transfers. The Bank agrees that it will maintain such unauthenticated Bonds in safekeeping.

#### Section 4.04. Form of Bond Register.

The Bank as Registrar will maintain its records as Bond Registrar in accordance with the Bank's general practices and procedures in effect from time to time.

#### Section 4.06. Cancelled Bonds.

All Bonds surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Bank, shall be promptly cancelled by it and, if surrendered to the Issuer, shall be delivered to the Bank and, if not already cancelled, shall be promptly cancelled by the Bank. The Issuer may at any time deliver to the Bank for cancellation any Bonds previously authenticated and delivered which the Issuer may have acquired in any manner whatsoever, and all Bonds so delivered shall be promptly cancelled by the Bank. All cancelled Bonds held by the Bank for its retention period then in effect and shall thereafter be destroyed and evidence of such destruction furnished to the Issuer upon its written request.

#### Section 4.07. Mutilated, Lost, Stolen or Destroyed Bonds.

In case any Bond shall become mutilated or be destroyed, stolen or lost, the Bank shall deliver a new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of any such mutilated Bond or in lieu of and in substitution for any such Bond destroyed, stolen or lost, upon the payment of the reasonable expenses and charges of the Bank in connection therewith; and, in the case of a Bond destroyed, stolen or lost, upon filing by the owner with the Bank of evidence satisfactory to the Bank that such Bond was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the Bank of an appropriate bond of indemnity in form, substance and amount as may be required by law and as is otherwise satisfactory to the Bank. All Bonds so surrendered to the Bank shall be canceled by it and evidence of such cancellation shall be given to the Issuer. If the mutilated, destroyed, stolen or

lost Bond has already matured or been called for redemption in accordance with its terms it shall not be necessary to issue a new Bond prior to payment, provided that the owner shall first provide the Bank with a bond of indemnity as set forth above.

## ARTICLE FIVE

### THE BANK

#### Section 5.01.Duties of Bank.

The Bank undertakes to perform the duties set forth herein, each of which is ministerial and non-fiduciary in nature. No implied duties or obligations shall be read into this Agreement against the Bank. The Bank hereby agrees to use the funds deposited with it for payment of the principal of and interest on the Bonds to pay the same as it shall become due and further agrees to establish and maintain such accounts and funds as may be required for the Bank to function as Paying Agent.

#### Section 5.02.Reliance on Documents, Etc.

(a) The Bank may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions expressed therein, on certificates or opinions furnished to the Bank by the Issuer.

(b) The Bank shall not be liable for any error of judgment made in good faith. The Bank shall not be liable for other than its gross negligence or willful misconduct in connection with any act or omission hereunder.

(c) No provision of this Agreement shall require the Bank to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers.

(d) The Bank may rely, or be protected in acting or refraining from acting, upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. The Bank need not examine the ownership of any Bond, but shall be protected in acting upon receipt of Bonds containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the Registered Owner or agent of the Registered Owner.

(e) The Bank may consult with counsel, and the written advice or opinion of counsel shall be full authorization and protection with respect to any action taken, suffered or omitted by it hereunder in good faith reliance thereon.

(f) The Bank may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys and shall not be liable for the actions of such agent or attorney if appointed by it with due care.

### Section 5.03. Recitals of Issuer.

The recitals contained in the Bonds shall be taken as the statements of the Issuer, and the Bank assumes no responsibility for their correctness.

### Section 5.04. May Own Bonds; Other Transactions.

The Bank, in its individual or any other capacity, may become the owner or pledgee of Bonds with the same rights it would have if it were not the Paying Agent and Bond Registrar for the Bonds. The Bank may engage in or be interested in any financial or other transaction with the Issuer, any Bond owner or any other Person.

### Section 5.05. Money Held by Bank.

Money held by the Bank hereunder need not be segregated from other funds. The Bank shall have no duties with respect to investment of funds deposited with it and shall be under no obligation to pay interest on any money received by it hereunder. Any money deposited with or otherwise held by the Bank for the payment of the principal, redemption premium (if any) or interest on any Bond and remaining unclaimed, by the Registered Owner (or by the Issuer (which claim by the Issuer shall be made in writing) after maturity and prior to escheatment) will be escheated pursuant to the applicable state law. If funds are returned to the Issuer, the Issuer and the Bank agree that the Registered Owner of such Bond shall thereafter look only to the Issuer for payment thereof, and that all liability of the Bank with respect to such moneys shall thereupon cease.

### Section 5.06. Interpleader.

The Issuer and the Bank agree that the Bank may seek adjudication of any adverse claim, demand, or controversy over its person as well as funds on deposit, in a court of competent jurisdiction. The Issuer and the Bank further agree that the Bank has the right to file an action in interpleader in any court of competent jurisdiction to determine the rights of any person claiming any interest herein.

### Section 5.07. Indemnification.

To the extent authorized by law, the Issuer shall indemnify the Bank, its officers, directors and employees ("Indemnified Parties") for, and hold them harmless against any loss, cost, claim, liability or expense arising out of or in connection with the Bank's acceptance or administration of the Bank's duties hereunder (except any loss, liability or expense as may be adjudged by a court of competent jurisdiction to have been caused by the Bank's gross negligence or willful misconduct), including the cost and expense (including its counsel fees) of defending itself against any claim or liability in connection with the exercise or performance of any of its powers, rights or duties under this Agreement. Such indemnity shall survive the termination or discharge of this Agreement or discharge of the Bonds.

## ARTICLE SIX

### MISCELLANEOUS PROVISIONS

#### Section 6.01. Amendment.

This Agreement may be amended only by an agreement in writing signed by both of the parties hereto.

#### Section 6.02. Assignment

This Agreement may not be assigned by either party without the prior written consent of the other party.

#### Section 6.03. Notices.

Any request, demand, authorization, direction, notice, consent, waiver or other document provided or permitted hereby to be given or furnished to the Issuer or the Bank shall be mailed, faxed, sent pdf or delivered to the Issuer or the Bank, respectively, at the address shown below, or such other address as may have been given by one party to the other by fifteen (15) days written notice:

If to the Issuer:           Fayette County School District Finance Corporation  
                                  1126 Russell Cave Road  
                                  Lexington, Kentucky 40505

If to the Bank:            Old National Wealth Management  
                                  One Main Street  
                                  Evansville, Indiana 47708

#### Section 6.04. Effect of Headings.

The Article and Section headings herein are for convenience of reference only and shall not affect the construction hereof.

#### Section 6.05. Successors and Assigns.

All covenants and agreements herein by the Issuer and the Bank shall bind their successors and assigns, whether so expressed or not.

#### Section 6.06. Severability.

If any provision of this Agreement shall be determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

#### Section 6.07. Benefits of Agreement.

Except with respect to the Indemnified Parties, this Agreement is intended to be for the benefit of or to be enforceable by only the Issuer and the Bank, and no third party shall be entitled to claim that it is a third party beneficiary hereof.

#### Section 6.08. Entire Agreement.

This Agreement shall constitute the entire agreement between the parties hereto relative to the Bank acting as Paying Agent and Bond Registrar.

#### Section 6.09. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

#### Section 6.10. Term and Termination.

This Agreement shall be effective from and after its date and until the Bank resigns; provided, however, that no such termination shall be effective until a successor has been appointed and has accepted the duties of the Bank hereunder.

The Bank may resign at any time by giving written notice thereof to the Issuer. If the Bank shall resign, or become incapable of acting, the Issuer shall promptly appoint a successor Paying Agent and Bond Registrar. If an instrument of acceptance by a successor Paying Agent and Bond Registrar shall not have been delivered to the Bank within thirty 30 days after the Bank gives notice of resignation, the Bank may petition any court of competent jurisdiction at the expense of the Issuer for the appointment of a successor Paying Agent and Bond Registrar. In the event of resignation of the Bank as Paying Agent and Bond Registrar, upon the written request of the Issuer and upon payment of all amounts owing to the Bank hereunder the Bank shall deliver to the Issuer or its designee all funds in the Account and unauthenticated Bonds and a copy of the Bond Register. The provisions of Section 2.02 and Section 5.07 hereof shall survive and remain in full force and effect following the termination of this Agreement.

#### Section 6.11. Governing Law.

This Agreement shall be construed in accordance with and shall be governed by the laws of the Commonwealth of Kentucky.

Section 6.12. Documents to be delivered to Bank.

At the time of the Bank's appointment as Paying Agent and Bond Registrar, the Issuer shall deliver to the Bank the following documents: (a) a specimen Bond; (b) a copy of the opinion of bond counsel provided to the Issuer in connection with the issuance of the Bonds; and (c) such other information that the Bank may request.

Section 6.13. Patriot Act Compliance.

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a trust or other legal entity we will ask for documentation to verify its formation and existence as a legal entity. The Bank may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Issuer and the Bank have caused this Agreement to be executed in their respective names by their duly authorized representatives, in two counterparts, each of which shall be deemed an original.

Fayette County School District Finance Corporation  
Issuer

By: \_\_\_\_\_  
Its: President

Old National Wealth Management,  
as Paying Agent and Bond Registrar

By \_\_\_\_\_  
Authorized Representative



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

**MEETING: Planning**

**DATE: 10/12/2020**

**TOPIC: Monthly Financial Reports Placeholder**

**PREPARED BY: Rodney Jackson**

**Recommended Action on: 10/26/2020**

**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**

**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](http://www.fcps.net)

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

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

**MEETING: Planning**

**DATE: 10/12/2020**

**TOPIC: School Activity Funds Report Placeholder**

**PREPARED BY: Rodney Jackson**

**Recommended Action on: 10/26/2020  
Informational Item**

**Superintendent Prior Approval: No**

**Recommendation/Motion: N/A**

**Background/Rationale:** School Activity Fund Reports for the period ending August 31, 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**

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

Superintendent Emmanuel Caulk

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

**MEETING:** Regular

**DATE:** 10/26/2020

**TOPIC:** Personnel Changes

**PREPARED BY:** Jennifer Dyar

**Recommended Action on:** 10/26/2020  
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 October 26, 2020 Board Agenda

Personnel Status	CERT / CLASS SAL	CLASS HR	SUB	SUPP
New Hire	22	41	12	561
Retirement	4	13		
Rehire		2		
Transfer	7	12		
Change in Status	12			
Emergency Cert	2			
Adjunct Cert	3			
Resignation	6	15		13

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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
BARTOSZ	REBECCA	EDYTHE J HAYES MIDDLE SCHOOL	EXC CHILD LEARNING & BEHAVIOR	8/31/2020
CLARK	KENNETH	VIRTUAL LEARNING ACADEMY	HS SCIENCE INSTRUCTOR	9/21/2020
HICKMAN	MARY	GARDEN SPRINGS ELEMENTARY	FAMILY RESOURCE CENTER COORD	8/26/2020
HICKS	SAMUEL	TATES CREEK MIDDLE	MID SPEECH AND DRAMA	9/21/2020
JACOB	RACHEL	LEXINGTON TRAD MAGNET MIDDLE	SCHOOL PSYCHOLOGIST	9/10/2020
JONES	RAYMOND	CRAWFORD MIDDLE SCHOOL	MID SPANISH INSTRUCTOR	9/16/2020
KENNEDY	KELLSIE	LEXINGTON TRAD MAGNET MIDDLE	MID LANGUAGE ARTS INSTRUCTOR	9/4/2020
KILGORE	GERTRUDE	VIRTUAL LEARNING ACADEMY	MID SOCIAL STUDIES INSTRUCTOR	9/15/2020
MANWARING	AUBREY	FREDERICK DOUGLASS HIGH SCHOOL	HS ENGLISH INSTRUCTOR	9/9/2020
MICULINICH	REBECCA	VIRTUAL LEARNING ACADEMY	HS SCIENCE INSTRUCTOR	9/15/2020
PARENTE-COMSA	LAURA	GARDEN SPRINGS ELEMENTARY	ELEM PRIMARY INSTRUCTOR	9/21/2020
RAMEY	JOLENA	VIRTUAL LEARNING ACADEMY	ELEM PRIMARY INSTRUCTOR	9/1/2020
RAMEY	PAUL (GREG)	VIRTUAL LEARNING ACADEMY	HS MULTI POSITION	9/15/2020
RAWLINGS	RACHEL	JAMES LANE ALLEN ELEMENTARY	EXC CHILD LEARNING & BEHAVIOR	9/2/2020
RICHBURG	BARRY	YATES ELEMENTARY	PRINCIPAL	9/3/2020
ROGERS	CARRIE	SCH IMPROVEMENT & INNOVATION	MANAGER OF STRATEGIC PARTNERS	9/16/2020
SIMONS	ALOHA	CRAWFORD MIDDLE SCHOOL	MID INTERVENTION INSTRUCTOR	8/31/2020
SLAW	JENNE	GENERAL ADMINISTRATION	COMMUNICATIONS SPECIALIST	9/8/2020
STONE	TERESA	STUDENT ACHIEVEMENT & SUPPORT	DW MENTAL HEALTH SPECIALIST	9/28/2020
THOMPSON	DORIS	VIRTUAL LEARNING ACADEMY	HS MATH INSTRUCTOR	9/9/2020
VAUGHN	LESLIE	CRAWFORD MIDDLE SCHOOL	SCHOOL PSYCHOLOGIST	9/16/2020
WARDLE	JOEL	FREDERICK DOUGLASS HIGH SCHOOL	HS CLASSROOM INSTRUCTOR	9/22/2020

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
BIDDLE AMANDA	EDYTHE J HAYES MIDDLE SCHOOL/EXC CHILD LEARNING & BEHAVIOR	LEXINGTON TRAD MAGNET MIDDLE/ACHIEVEMENT & COMPLIANCE COACH	8/31/2020
DAILEY JAMI	TATES CREEK HIGH/HS SCIENCE INSTRUCTOR	BRYAN STATION HIGH/ADMINISTRATIVE DEAN	9/21/2020
GASKIN JULIANA	TECHNOLOGY/DW TECHNOLOGY RESOURCE INSTR	VIRTUAL LEARNING ACADEMY/DW TECHNOLOGY RESOURCE INSTR	9/21/2020
JENKINS STEPHEN	STUDENT SUPP SERVICES/MENTAL HEALTH	VIRTUAL LEARNING ACADEMY/.5 GUIDANCE SPEC- HS/MS COUNSELOR / .5 ADMIN DEAN	8/19/2020
SMITH TIMOTHY	BRECKINRIDGE ELEMENTARY/SP ED PARA	BRECKINRIDGE ELEMENTARY/EXC CHILD LEARNING & BEHAVIOR	9/1/2020
TIMMONS RYAN	MILLCREEK ELEMENTARY/SP ED PARA	COVENTRY OAK ELEMENTARY/EXC CHILD LEARNING & BEHAVIOR	9/2/2020
HARTLINE KELSEY	LANSDOWNE ELEM /MEDIA LIBRARIAN	LANSDOWNE ELEM/ WELLINGTON ELEM/MEDIA LIBRARIAN	8/24/2020

c. Change in Status of Certified/Salaried Classified Personnel - This is to report the change in status of the following certified/salaried classified personnel:

Name	From	To	Effective Date
BRAGG AMBER	VIRTUAL LEARNING ACADEMY/PP ELEM PRIMARY INSTRUCTOR	VIRTUAL LEARNING ACADEMY/FP ELEM PRIMARY INSTRUCTOR	8/24/2020
COOK MEGAN	VIRTUAL LEARNING ACADEMY/PP ELEM PRIMARY INSTRUCTOR	VIRTUAL LEARNING ACADEMY/FP ELEM PRIMARY INSTRUCTOR	8/24/2020
DUFFY LAURA	VIRTUAL LEARNING ACADEMY/PP ELEM PRIMARY INSTRUCTOR	VIRTUAL LEARNING ACADEMY/FP ELEM PRIMARY INSTRUCTOR	8/24/2020
GAITHER MADISON	RISE STEM ACADEMY FOR GIRLS/PP RISE ELEM SCIENCE INSTRUCTOR	RISE STEM ACADEMY FOR GIRLS/ VIRTUAL LEARNING ACADEMY/FP RISE ELEM SCIENCE INSTRUCTOR/ ELEM TECHNOLOGY INSTRUCTOR	9/2/2020
LEWIS DENISE	VIRTUAL LEARNING ACADEMY/PP ELEM PRIMARY INSTRUCTOR	VIRTUAL LEARNING ACADEMY/FP ELEM PRIMARY INSTRUCTOR	8/24/2020

MARTIN	ASHLEY	VIRTUAL LEARNING ACADEMY/PP ELEM KINDERGARTEN INSTRUCTOR	VIRTUAL LEARNING ACADEMY/FP ELEM KINDERGARTEN INSTRUCTOR	8/24/2020
MCGUIRE	JAMES	VIRTUAL LEARNING ACADEMY/PP MID ART INSTRUCTOR	VIRTUAL LEARNING ACADEMY/FP MID ART INSTRUCTOR	8/24/2020
RAMEY	JOLENA	VIRTUAL LEARNING ACADEMY/PP ELEM PRIMARY INSTRUCTOR	VIRTUAL LEARNING ACADEMY/FP ELEM PRIMARY INSTRUCTOR	9/1/2020
STEPHENSON	JULIE	SCAPA AT BLUEGRASS/PP MID SOCIAL STUDIES INSTRUCTOR	SCAPA AT BLUEGRASS/ VIRTUAL LEARNING ACADEMY/FP MID SOCIAL STUDIES INSTRUCTOR	8/24/2020
WILKINS	KATHERINE	VIRTUAL LEARNING ACADEMY/FP ELEM INTERMEDIATE INSTRUCTOR	VIRTUAL LEARNING ACADEMY/FP ELEM INTERMEDIATE INSTRUCTOR	8/25/2020
WILLIAMSON	JAMIE	VIRTUAL LEARNING ACADEMY/PP ELEM INTERMEDIATE INSTRUCTOR	VIRTUAL LEARNING ACADEMY/FP ELEM INTERMEDIATE INSTRUCTOR	8/24/2020
YOUNG	CHARLOTTE	NORTHERN ELEMENTARY/PP RISE ELEM PHYSICAL EDUC INSTRUCTOR	RISE STEM ACADEMY FOR GIRLS/ VIRTUAL LEARNING ACADEMY/FP RISE ELEM PHYSICAL EDUC INSTRUCTOR/ ELEM CLASSROOM INSTRUCTOR	8/31/2020

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
BENNING BRENT	CRAWFORD MIDDLE SCHOOL	MID SCIENCE INSTRUCTOR	9/11/2020
GEORGE RONDA	VIRTUAL LEARNING ACADEMY	ELEM INTERMEDIATE INSTRUCTOR	8/28/2020
LADY ELLIE	MILLCREEK ELEMENTARY	ELEM PRIMARY INSTRUCTOR	10/5/2020
WARBURTON SHELLI	BRYAN STATION HIGH	HS MATH INSTRUCTOR	8/26/2020
LEWIS JASON	SUCCESS ACADEMY	INSTRUCTIONAL PARA	9/18/2020
VANCE-MORGAN JESSIKA	SPECIAL EDUCATION	BOARD CERT BEHAVIOR ANALYST	10/15/2020

- e. Employment of Adjunct Instructor - In accordance with KRS 161.046 and KRS 161.048, this is to report that the Superintendent is requesting the Education Professional Standards Board to issue an adjunct instructor certificate for the following teachers:

Name	Location	Assignment	Effective Date
KILGORE, GERTRUDE	SOCIAL STUDIES INSTRUCTOR	VIRTUAL LEARNING ACADEMY	9/15/2020
MORTON, RAMSEY	SOCIAL STUDIES INSTRUCTOR	VIRTUAL LEARNING ACADEMY	9/28/2020
WAGGONER, WESTIN	SOCIAL STUDIES INSTRUCTOR	VIRTUAL LEARNING ACADEMY	9/28/2020

- f. Employment of Emergency Instructor - In accordance with 16 KAR 2:120, this is to report that the Superintendent is requesting the Education Professional Standards Board to issue an emergency instructor certificate for the following teachers:

Name	Location	Assignment	Effective Date
JONES, RAYMOND	SPANISH INSTRUCTOR	CRAWFORD MIDDLE SCHOOL	9/16/2020

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

Name	Location	Assignment	Effective Date
HILL JAMES	LEXINGTON TRAD MAGNET MIDDLE	MID SOCIAL STUDIES INSTRUCTOR	9/30/2020
PRESLEY CHERI	DIXIE MAGNET ELEMENTARY	PGES COACH - ADMIN	10/31/2020
WILKIRSON ROBERT	SQUIRES ELEMENTARY	ELEM ART INSTRUCTOR	10/31/2020
WLOSINSKI MICHAEL	BEAUMONT MIDDLE SCHOOL	MID TECH ED INSTRUCTOR	10/31/2020

## 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
ADAMS GREEN	BUS GARAGE	BUS MONITOR	8/10/2020
ALTAK AYAD	BUS GARAGE	BUS DRIVER	8/10/2020
CARPENTER DETIERRA	BUS GARAGE	BUS MONITOR	8/10/2020
CARPENTER MADISON	BUS GARAGE	BUS MONITOR	8/10/2020
CECIL KATIE	VETERANS PARK ELEMENTARY	SCHOOL OFFICE ASSISTANT	9/1/2020
COBBINS CARTIA	LEXINGTON TRAD MAGNET MIDDLE	SP ED PARA	7/1/2020
COWAN JOEL	BUS GARAGE	BUS MONITOR	8/10/2020
COWDEN RICHARD	BUS GARAGE	BUS DRIVER	8/10/2020

CRUMP	MARGARET	TATES CREEK ELEMENTARY	SP ED PARA	9/8/2020
DASKALAKES	DEREK	MILLCREEK ELEMENTARY	SP ED PARA	8/28/2020
FIGUEROA	AMANDA	BUS GARAGE	BUS MONITOR	8/10/2020
GARDNER	ROBERT	TATES CREEK MIDDLE	SP ED PARA	9/3/2020
GERTON	TURQUOISE	BUS GARAGE	BUS MONITOR	8/24/2020
GREEN	BUFORD	BUS GARAGE	BUS MONITOR	8/10/2020
HARRIS	ORLANDUS	MILLCREEK ELEMENTARY	INSTRUCTIONAL PARAEDUCATOR	9/21/2020
HERALD	JO	ROSA PARKS ELEMENTARY	SCHOOL OFFICE ASSISTANT	7/1/2020
IRVIN	LINDSAY	BUS GARAGE	BUS DRIVER	8/10/2020
JAMES	NICOLE	GARDEN SPRINGS ELEMENTARY	SP ED PARA	9/8/2020
JOHNSON	BETH	TATES CREEK ELEMENTARY	SCHOOL OFFICE ASSISTANT	7/1/2020
JONES	LINDSAY	GARRETT MORGAN ELEMENTARY	SP ED PARA	9/23/2020
KAVANAUGH	ZARIAH	BUS GARAGE	BUS MONITOR	8/10/2020
LAWSON	COURTNEY	MAXWELL ELEMENTARY	KINDERGARTEN PARAEDUCATOR	9/8/2020
LEWIS	JOY	GARRETT MORGAN ELEMENTARY	SP ED PARA	8/31/2020
LEWIS	MELVIN	SOUTHERN ELEMENTARY	SP ED PARA	7/1/2020
LINDSAY	EDWIN	YATES ELEMENTARY	PART-TIME CUSTODIAN	9/21/2020
LOGAN	NICHOLE	BUS GARAGE	BUS MONITOR	8/10/2020
LYONS	MYLIKA	COVENTRY OAK ELEMENTARY	SP ED PARA	8/26/2020
MEADE	DALE	YATES ELEMENTARY	SCHOOL ADMIN ASST II - ELEM	8/24/2020
MITCHELL	VIRGINIA	PAUL LAURENCE DUNBAR FOOD SERV	FOOD SERVICE ASSISTANT I	8/10/2020
PITTS	BRANDI	BUS GARAGE	BUS MONITOR	8/10/2020
RATLIFF	ASHLEY	GARRETT MORGAN ELEMENTARY	SP ED PARA	9/9/2020
RAWLINGS	DANIEL	BUS GARAGE	BUS MONITOR	8/24/2020
REESE	JEREMY	LOCUST TRACE TECHNICAL CENTER	INSTRUCTIONAL PARAEDUCATOR	9/16/2020
SCOTT	LATASHA	BUS GARAGE	BUS MONITOR	8/10/2020
SHELBY	JAVON	MEADOWTHORPE ELEMENTARY	SP ED PARA	8/11/2020
SNOPKO	GRACIELA	YATES ELEMENTARY	CUSTODIAN	9/8/2020
TALBERT	DARCY	BUS GARAGE	BUS MONITOR	8/10/2020
THEKKOOTT	REKHA	HARRISON ELEMENTARY	PROM ACAD-KINDERGARTEN PARA	9/9/2020
THOMAS	CHARLES	BUS GARAGE	BUS DRIVER	8/24/2020
WILLIAMS	SHEILA	BUS GARAGE	BUS MONITOR	8/10/2020
WOODS	IVAN	CLAYS MILL ELEMENTARY	PART-TIME CUSTODIAN	9/21/2020



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
ADAMS JAMES	FREDERICK DOUGLASS HIGH SCHOOL/INSTRUCTIONAL PARAEDUCATOR	PAUL LAURENCE DUNBAR HIGH/SP ED PARA	9/21/2020
AYALA ROLANDO	BUS GARAGE/BUS DRIVER	BUS GARAGE/BUS DRIVER	9/14/2020
AYALA ROLANDO	BUS GARAGE/LEAD BUS DRIVER TRAINER	BUS GARAGE/BUS DRIVER	9/14/2020
AYALA ROLANDO	BUS GARAGE/BUS DRIVER	BUS GARAGE/LEAD BUS DRIVER TRAINER	8/31/2020
AYALA ROLANDO	BUS GARAGE/LEAD BUS DRIVER TRAINER	BUS GARAGE/LEAD BUS DRIVER TRAINER	8/31/2020
BARNES RICKY	BUS GARAGE/BUS DRIVER	BUS GARAGE/LEAD BUS DRIVER TRAINER	9/14/2020
BURGESS ASHLEY	PAUL LAURENCE DUNBAR/SP ED PARA	PAUL LAURENCE DUNBAR HIGH/SCHOOL OFFICE ASST-SPEC EDUC	7/1/2020
CODISPOTI CHERITH	LAFAYETTE HIGH/SCHOOL OFFICE ASSISTANT	LAFAYETTE HIGH SCHOOL/SCHOOL OFFICE ASST-SPEC EDUC	7/1/2020
HAYES MELANIE	YATES ELEMENTARY FOOD SERV/FOOD SERVICE MANAGER I	BRYAN STATION HIGH/SP ED PARA	9/28/2020
IRONS ALYSON	BRYAN STATION/SCHOOL OFFICE ASSISTANT	BRYAN STATION HIGH/SCHOOL OFFICE ASST-SPEC EDUC	7/1/2020
LINDSAY AMEALIA	SPECIAL/OCCUPATIONAL THERAPIST	SPECIAL EDUCATION/SP ED PARA	9/9/2020
RANDALL MISTY	TECHNOLOGY/MICROCOMPUTER SPC	TECHNOLOGY/LAN TECHNICIAN	9/8/2020

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

Name	Location	Assignment	Effective Date
BENSON BRIAN	BRYAN STATION HIGH	CUSTODIAN	9/8/2020
COMBS SHAWN	NORTHERN ELEMENTARY	SP ED PARA	9/29/2020
FORREST JOSHUA	MILLCREEK ELEMENTARY	INSTRUCTIONAL PARAEDUCATOR	8/28/2020
GARLAND KELLY	PICADOME ELEMENTARY	CUSTODIAN	8/27/2020
GRUBBS WHITNEY	VETERANS PARK ELEM FOOD SERV	FOOD SERVICE ASSISTANT I	9/30/2020
HUGHES CARROLL	LAFAYETTE HIGH SCHOOL	SP ED PARA	8/26/2020
LEWIS JASON	SUCCESS ACADEMY	INSTRUCTIONAL PARA-SUCCESS ACA	9/18/2020
LINTON SHAYLA	TATES CREEK ELEMENTARY	SCHOOL OFFICE ASSISTANT	9/11/2020
LORCA-MARTINEZ ADELA	MAXWELL ELEMENTARY	INSTRUCTIONAL PARAEDUCATOR	8/14/2020
MILLER JOSEPH	PHYSICAL PLANT OPERATIONS	GROUNDWORKER I	9/14/2020
PARKER BRAD	BUS GARAGE	BUS DRIVER	9/8/2020

PEARSON	PAUL	WINBURN MIDDLE	CUSTODIAN	8/24/2020
TAYLOR	ANTHONY	BRYAN STATION TRADL MIDDLE	SP ED PARA	10/5/2020
WALKER	RESHAWN	MAXWELL ELEMENTARY FOOD SERV	LEAD FOOD SERVICE ASSISTANT	9/18/2020
WRIGHT	JENNIFER	MARY TODD ELEMENTARY	SP ED PARA	8/12/2020

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

Name	Location	Assignment	Effective Date
GREEN DEMETRIUS	BRYAN STATION HIGH	SP ED PARA	9/21/2020
HUEMMER JUSTIN	TATES CREEK ELEMENTARY	SP ED PARA	9/2/2020

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

Name	Location	Assignment	Effective Date
ARMSTRONG THOMAS	MAINTENANCE SHOP	MAINTENANCE TECHNICIAN III	9/30/2020
BIDDLE DENISE	VETERANS PARK ELEM FOOD SERV	FOOD SERVICE MANAGER II	9/30/2020
JONES LYNDA	BUS GARAGE	BUS DRIVER	9/30/2020
MAZZONI LARRY	PHYSICAL PLANT OPERATIONS	CUSTODIAL SERVICES TRAINER	11/30/2020
MEULENDYKE JULIE	RISK/MANAGEMENT INSURANCE	CONSTRUCTION BUDGET ANALYST	10/31/2020
O'HAIR LEROY	LIBERTY ELEMENTARY	LEAD CUSTODIAL SERVICE WORKER	8/31/2020
PARIDO KAREN	TATES CREEK MIDDLE	SCHOOL ADMIN ASST II - MIDDLE	6/30/2020
PARKER DARLEEN	PHYSICAL PLANT OPERATIONS	IAKSS LEAD CUSTODIAL SERV WRKR	8/31/2020
RICHARDSON MARY	VETERANS PARK ELEMENTARY	SP ED PARA	9/30/2020
SHARP WESLEY	BUS GARAGE	BUS DRIVER	8/31/2020
SLIGH MARIA	SOUTHERN ELEMENTARY	CUSTODIAN	10/31/2020
SMITH SANDRA	SOUTHERN MIDDLE	SP ED PARA	9/30/2020
TACKETT KAREN	HENRY CLAY HIGH SCHOOL	EDUCATIONAL INTERPRETER III	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
ABELL ANNALEE	HS VOLLEYBALL (ASST)	HENRY CLAY HIGH SCHOOL

ADAMS	DEANDRE	MID HEAD FOOTBALL	LEXINGTON TRAD MAGNET MIDDLE
ADAMS	SALLY	HS DEPARTMENT CHAIR	LAFAYETTE HIGH SCHOOL
ADAMS	JENNIFER	ALT BLDG ASSESSMENT COORD	THE STABLES
ADAMS	GEORGE	MID ASST BASKETBALL (GIRLS)	CRAWFORD MIDDLE SCHOOL
ADEKOYA	JUSTIN	MID HEAD FOOTBALL-CLAS SAL	SOUTHERN MIDDLE
ADKINS	CHRISTOPHER	MIDDLE ZERO HOUR	VIRTUAL LEARNING ACADEMY
ADKINS	ADAM	HS ASST SOCCER (GIRLS) #2	FREDERICK DOUGLASS HIGH SCHOOL
ADKINS	ADAM	HS ASST SOCCER (GIRLS)	FREDERICK DOUGLASS HIGH SCHOOL
ADLER	JULIA	MID SUBJECT AREA REPR	LEXINGTON TRAD MAGNET MIDDLE
ADLER	JULIA	MID TEAM LEADER (5 PERSON)	LEXINGTON TRAD MAGNET MIDDLE
AGUILAR	CARLOS	ELEM WEB MASTER	YATES ELEMENTARY
AHERN	MOLLY	HS PROGRAM REVIEW COORD	TATES CREEK HIGH
ALLEN	LAMAR	ELEM STLP COORDINATOR	YATES ELEMENTARY
ALLEN	LAMAR	ELEM WEB MASTER	YATES ELEMENTARY
ALTWIES	STACEY	ELEM SBDM SECRETARY	VETERANS PARK ELEMENTARY
AMES	ABIGAIL	ELEM GRADE LEVEL REP	CLAYS MILL ELEMENTARY
ANDERKIN	LAURA	ALT BLDG ASSESSMENT COORD	SOUTHSIDE CENTER FOR APLD TECH
ARMSTRONG	MICHELLE	ELEM ACADEMIC TEAM COACH	CARDINAL VALLEY ELEMENTARY
ARRAGAW	MEBIT	HS HEAD SOCCER (GIRLS)	HENRY CLAY HIGH SCHOOL
AULT	JESSICA	ELEM GRADE LEVEL REP	VETERANS PARK ELEMENTARY
AULT	JESSICA	ELEM STLP COORDINATOR	VETERANS PARK ELEMENTARY
AULT	JESSICA	ELEM WEB MASTER	VETERANS PARK ELEMENTARY
AZOFEIFA	DELVIN	MIDDLE ZERO HOUR	VIRTUAL LEARNING ACADEMY
BACK	TESSA	ELEM COMMITTEE CHAIR	ATHENS CHILESBURG ELEM
BAILES	MACKENZIE	ELEM GRADE LEVEL REP	DIXIE MAGNET ELEMENTARY
BAKER	MADLYN	MID DISCR COACH (YEAR-LONG) #2	EDYTHE J HAYES MIDDLE SCHOOL

BANAHAN	AMANDA	HS CHEERLDING SPONSOR(ASST)	LAFAYETTE HIGH SCHOOL
BARCUS	RACHEL	ELEM TECHNOLOGY COORD	COVENTRY OAK ELEMENTARY
BARFIELD	DOROTHY	HS ASST SOCCER (GIRLS)	HENRY CLAY HIGH SCHOOL
BARKLEY	BEN	HS DISCR COACH (FALL)	PAUL LAURENCE DUNBAR HIGH
BARRETTE	ALICE	HS DEPARTMENT CHAIR	TATES CREEK HIGH
BARTLEY	WILLIE	MID TEAM LEADER (5 PERSON)	EDYTHER J HAYES MIDDLE SCHOOL
BAUER	KRISTINA	MID ACADEMIC TEAM SPONSOR	TATES CREEK MIDDLE
BAUER	KRISTINA	MID SUBJECT AREA REPR	TATES CREEK MIDDLE
BAYES	SUSAN	MID ASST ACADEMIC TEAM SPONSOR	EDYTHER J HAYES MIDDLE SCHOOL
BAYNE	CASEY	MID SUBJECT AREA REPR	CRAWFORD MIDDLE SCHOOL
BAYNE	CASEY	MIDDLE ZERO HOUR	VIRTUAL LEARNING ACADEMY
BEASLEY	EULAUN	MID ACADEMIC TEAM SPONSOR	BRYAN STATION TRADL MIDDLE
BEASLEY	EULAUN	MID TEAM LEADER (5 PERSON)	BRYAN STATION TRADL MIDDLE
BECKHAM	MONIQUE	MIDDLE ZERO HOUR	VIRTUAL LEARNING ACADEMY
BEHELER	DONNA	ELEM GRADE LEVEL REP	DIXIE MAGNET ELEMENTARY
BEHLER	JASON	HS ZERO HOUR	OPPORTUNITY MIDDLE COLLEGE
BENNETT	STEPHEN	MID CLUB SPONSOR	EDYTHER J HAYES MIDDLE SCHOOL
BIDDLE	AMANDA	MID PROGRAM REVIEW COORD	EDYTHER J HAYES MIDDLE SCHOOL
BIDDLE	AMANDA	MID PROGRAM REVIEW COORD #2	EDYTHER J HAYES MIDDLE SCHOOL
BIDDLE	AMANDA	MID PROF DEVELOPMENT CHAIR	EDYTHER J HAYES MIDDLE SCHOOL
BIDDLE	AMANDA	MID SUBJECT AREA REPR	LEXINGTON TRAD MAGNET MIDDLE
BIDDLE	AMANDA	EDYTHER J HAYES MIDDLE SCHOOL	MID PROGRAM REVIEW COORD
BIDDLE	AMANDA	EDYTHER J HAYES MIDDLE SCHOOL	MID PROGRAM REVIEW COORD #2
BIDDLE	AMANDA	EDYTHER J HAYES MIDDLE SCHOOL	MID PROF DEVELOPMENT CHAIR
BISHOP	THOMAS	MID CLUB SPONSOR	EDYTHER J HAYES MIDDLE SCHOOL
BISHOP	THOMAS	MID CLUB SPONSOR #2	EDYTHER J HAYES MIDDLE SCHOOL

BISHOP	THOMAS	MID TEAM LEADER (5 PERSON)	EDYTHE J HAYES MIDDLE SCHOOL
BISHOP	THOMAS	MID YEARBOOK SPONSOR	EDYTHE J HAYES MIDDLE SCHOOL
BISHOP	ROBERT	HS ASST BAND DIRECTOR	LAFAYETTE HIGH SCHOOL
BISHOP	JOHNNIE	ELEM CURRICULUM SPEC	VETERANS PARK ELEMENTARY
BISHOP	JOHNNIE	ELEM COMMITTEE CHAIR	VETERANS PARK ELEMENTARY
BLACK BOATWRIGHT	OMAR ALEXANDRIA	MID ASST FOOTBALL HS VOLLEYBALL (ASST)	CRAWFORD MIDDLE SCHOOL HENRY CLAY HIGH SCHOOL
BOBEL	MARGARET	HS EXTRACURRICULAR ACTIVITY	CARTER G WOODSON ACADEMY
BOHANNON	JESSICA	MID PROF DEVELOPMENT CHAIR	EDYTHE J HAYES MIDDLE SCHOOL
BOHANNON	JESSICA	MID SUBJECT AREA REPR	EDYTHE J HAYES MIDDLE SCHOOL
BOLINGER	TRACEY	MIDDLE ZERO HOUR	VIRTUAL LEARNING ACADEMY
BOLLMER	YVONNE	MID HEAD VOLLEYBALL	BRYAN STATION TRADL MIDDLE
BOLT	PAMELA	MID DISCR COACH (FALL)	TATES CREEK MIDDLE
BOOKER	ROY	MD HEAD BSKTBL (GIRL)-CLAS SAL	CRAWFORD MIDDLE SCHOOL
BOWLING	HOBERT	MID CLUB SPONSOR	EDYTHE J HAYES MIDDLE SCHOOL
BOYLE	ADONYA	ELEM ACADEMIC TEAM COACH	CARDINAL VALLEY ELEMENTARY
BOYLE	ADONYA	ELEM PUBLICATION/YEARBOOK/COMM	CARDINAL VALLEY ELEMENTARY
BOYLE	ADONYA	DW ENERGY MANAGER-ELEM	DISTRICT WIDE
BRACK-JONES BRAMEL	YOLANDA EMILY	MID PROF DEVELOPMENT CHAIR MID DISCR COACH (YEAR-LONG)	EDYTHE J HAYES MIDDLE SCHOOL EDYTHE J HAYES MIDDLE SCHOOL
BREECK	AARON	HS ORCHESTRA SPONSOR	LAFAYETTE HIGH SCHOOL
BREWER	MELISSA	MID TECHNOLOGY COORDINATOR	BRYAN STATION TRADL MIDDLE
BREWER	MELISSA	MID STLP COORDINATOR	BRYAN STATION TRADL MIDDLE
BREWER	MELISSA	MID WEB MASTER	BRYAN STATION TRADL MIDDLE
BROMAGEN	HAYLEY	MIDDLE ZERO HOUR	VIRTUAL LEARNING ACADEMY
BROWN	JULIE	ELEM TECHNOLOGY COORD	ATHENS CHILESBURG ELEM

BROWN	JULIE	ELEM PROF DEVELOPMENT CHAIR	ATHENS CHILESBURG ELEM
BROWN	ZACHARY	HS ASST SOCCER (BOYS) #2	FREDERICK DOUGLASS HIGH SCHOOL
BROWN	FELICIA	HS TRACK & FIELD (ASST)	LAFAYETTE HIGH SCHOOL
BRYANT	CISCO	MID HEAD FOOTBALL-CLAS SAL	CRAWFORD MIDDLE SCHOOL
BUGG	CHELSE	HS CLASS SPONSOR	LAFAYETTE HIGH SCHOOL
BUKHARI	HADIYAH	ELEM GRADE LEVEL REP	DEEP SPRINGS ELEMENTARY
BURKETT	HANNAH	HS INT PLANNING FACILITATOR	FREDERICK DOUGLASS HIGH SCHOOL
BUTLER	THEODORE	HS ASST SOCCER (BOYS)	PAUL LAURENCE DUNBAR HIGH
BUTSKI	MARGARET	ELEM CURRICULUM SPEC	DIXIE MAGNET ELEMENTARY
CALICO-COHRON	PATRICIA	MID SUBJECT AREA REPR	TATES CREEK MIDDLE
CALK	COURTNEY	HS YEARBOOK SPONSOR	LAFAYETTE HIGH SCHOOL
CAMERON	SARAH	ELEM GRADE LEVEL REP	CARDINAL VALLEY ELEMENTARY
CAMPBELL	LESLIE	DW ENERGY MANAGER-HIGH	DISTRICT WIDE
CAMPBELL	ALLIE	ELEM BLDG ASSESSMENT COORD	VETERANS PARK ELEMENTARY
CANE	TERRINA	MILLCREEK ELEMENTARY	ELEM TRANSPORTATION CAPTAIN
CANNON	CHERISH	MID CHEERLEADER SPONSOR	SOUTHERN MIDDLE
CARLIN	TANYA	ELEM GRADE LEVEL REP	CLAYS MILL ELEMENTARY
CARPENTER	ARIELLE	MIDDLE ZERO HOUR	VIRTUAL LEARNING ACADEMY
CARRICO	ELIZABETH	ELEM SPECIAL AREA SPONSOR	CLAYS MILL ELEMENTARY
CARTER	KATHRYN	ELEM GRADE LEVEL REP	DIXIE MAGNET ELEMENTARY
CARTER	KAYLA	MID MATH TEAM SPONSOR	TATES CREEK MIDDLE
CARTER	CORNEL	ELEM EXTRACURRICULAR COORD	CARDINAL VALLEY ELEMENTARY
CARTER	KAYLA	MIDDLE ZERO HOUR	VIRTUAL LEARNING ACADEMY
CARTNER	BRANDON	HS ACADEMY CHAIR	TATES CREEK HIGH
CARUSO	MARY	MID SUBJECT AREA REPR	CRAWFORD MIDDLE SCHOOL
CASE	ERIC	MIDDLE ZERO HOUR	BEAUMONT MIDDLE SCHOOL

CASTILLO DIEGUEZ	FRANCISCO	MID TEAM LEADER (5 PERSON)	BRYAN STATION TRADL MIDDLE
CASTILLO DIEGUEZ	FRANCISCO	MIDDLE ZERO HOUR	BRYAN STATION TRADL MIDDLE
CASTILLO DIEGUEZ	FRANCISCO	MIDDLE ZERO HOUR #2	BRYAN STATION TRADL MIDDLE
CASTRO	CECILIA	ELEM SBDM SECRETARY	BOOKER T WASHINGTON ELEMENTARY
CATLETT JR	DONALD	ELEM TRANSPORTATION CAPTAIN	WILLIAM WELLS BROWN ELEMENTARY
CHENAULT	JARVIS	MID HEAD BASKETBALL (GIRLS)	BRYAN STATION TRADL MIDDLE
CHILLE	TAYLOR	HS VOLLEYBALL (ASST)	HENRY CLAY HIGH SCHOOL
CHRISTIAN	TERRY	ALT TECH COORDINATOR	THE STABLES
CHURCHILL	CHARLES	ELEM GRADE LEVEL REP	DIXIE MAGNET ELEMENTARY
CLARK	SARABETH	HS DEPARTMENT CHAIR	TATES CREEK HIGH
CLARK	STACY	HS CLASS SPONSOR	LAFAYETTE HIGH SCHOOL
CLARK	SHANNON	HS DEPARTMENT CHAIR	LAFAYETTE HIGH SCHOOL
COLE	SHANNON	HS DEPARTMENT CHAIR	TATES CREEK HIGH
COLEMAN	KIAUNA	ELEM GRADE LEVEL REP	CLAYS MILL ELEMENTARY
COLEMAN	MICHAEL	MIDDLE ZERO HOUR	VIRTUAL LEARNING ACADEMY
COLLIER	REBECCA	ELEM GRADE LEVEL REP	BRENDA COWAN ELEMENTARY
COLLINS	JOSHUA	HS ZERO HOUR	OPPORTUNITY MIDDLE COLLEGE
COLLINS	KATHRYN	ELEM GRADE LEVEL REP	CARDINAL VALLEY ELEMENTARY
COMBS	DONNA	MID BLDG ASSESSMENT COORD	LEXINGTON TRAD MAGNET MIDDLE
CONGLETON	TAYLOR	ELEM GRADE LEVEL REP	BRENDA COWAN ELEMENTARY
CONNELLEY	KELLY	ELEM GRADE LEVEL REP	CLAYS MILL ELEMENTARY
COOK	JENNIFER	ELEM GRADE LEVEL REP	CLAYS MILL ELEMENTARY
CORNETT	MICHELE	ELEM PROF DEVELOPMENT CHAIR	VETERANS PARK ELEMENTARY
COTTAM	GRACE	ELEM TECHNOLOGY COORD	BRENDA COWAN ELEMENTARY
COTTAM	GRACE	ELEM PUBLICATION/YEARBOOK/COMM	BRENDA COWAN ELEMENTARY
COTTAM	GRACE	ELEM STLP COORDINATOR	BRENDA COWAN ELEMENTARY

COULTER	JAMES	MID ASST FOOTBALL	LEXINGTON TRAD MAGNET MIDDLE
COX	ALICE	ELEM GRADE LEVEL REP	DIXIE MAGNET ELEMENTARY
COX	CHARLES	MID TEAM LEADER ( 5 PERSON)	BRYAN STATION TRADL MIDDLE
CRAFT	TOMMY	HS ZERO HOUR	OPPORTUNITY MIDDLE COLLEGE
CRALL	ALIEA	MID ASST VOLLEYBALL	LEESTOWN MIDDLE
CRUMBIE	SONYA	ELEM TECHNOLOGY COORD	CARDINAL VALLEY ELEMENTARY
CUNNINGHAM	AARON	HS BAND DIRECTOR	TATES CREEK HIGH
CUTLER	STEPHANIE	HS ASST SOCCER (GIRLS)	LAFAYETTE HIGH SCHOOL
CZIRR	ASHLEY	MID SUBJECT AREA REPR	BRYAN STATION TRADL MIDDLE
CZIRR	ASHLEY	MID TEAM LEADER ( 2 PERSON)	BRYAN STATION TRADL MIDDLE
DAMAN	LINDSAY	MID TEAM LEADER ( 4 PERSON)	CRAWFORD MIDDLE SCHOOL
DAVIS	SCOTTIE	ALT TECH COORDINATOR	SOUTHSIDE CENTER FOR APLD TECH
DAVIS	SCOTTIE	ALT PROGRAM STLP COORD	SOUTHSIDE CENTER FOR APLD TECH
DAVIS	ANTONIO	MID ASST BSKTBL (GRL)-CLAS SAL	BRYAN STATION TRADL MIDDLE
DAVIS	LEE	MID HEAD VOLLEYBALL	BEAUMONT MIDDLE SCHOOL
DAVIS	KELSEY	ELEM PUBLICATION/YEARBOOK/COMM	COVENTRY OAK ELEMENTARY
DAVIS	MELISSA	HS ZERO HOUR	FREDERICK DOUGLASS HIGH SCHOOL
DAVIS	LESLIE	HS ASST SOCCER (GIRLS)	LAFAYETTE HIGH SCHOOL
DEANS	PATRICK	ELEM TECHNOLOGY COORD	NORTHERN ELEMENTARY
DEBIBAR	MARITA	ELEM CURRICULUM SPEC	HARRISON ELEMENTARY
DEBIBAR	MARITA	ELEM SPECIAL AREA SPONSOR	HARRISON ELEMENTARY
DEENER	APRIL	MID EXTRA CURR ACTIVITY-ACAD	EDYTHE J HAYES MIDDLE SCHOOL
DIAMOND	CHERYL	MID TEAM LEADER ( 5 PERSON)	LEXINGTON TRAD MAGNET MIDDLE
DIAMOND	JOSEPH	HS ORCHESTRA-UPPER STRING	BRYAN STATION HIGH SCHOOL
DILL	MEREDITH	HS CLASS SPONSOR	LAFAYETTE HIGH SCHOOL
DITOMA	ANNETTE	MID CROSS COUNTRY	CRAWFORD MIDDLE SCHOOL



DIXON	JOHN	HS BLDG ASSESSMENT COORD	TATES CREEK HIGH
DIXON	KRISTEN	ELEM COMMITTEE CHAIR	VETERANS PARK ELEMENTARY
DOBBS	BROOKE	HS ACADEMY CHAIR	TATES CREEK HIGH
DODGEN	JESSICA	ELEM BLDG ASSESSMENT COORD	NORTHERN ELEMENTARY
DODSON-SNOWDEN	EMILY	MIDDLE ZERO HOUR	VIRTUAL LEARNING ACADEMY
DRURY	TAMMY	DW ENERGY MANAGER-ELEM	DISTRICT WIDE
DUDLEY	TIONNA	ELEM CURRICULUM SPEC	BRENDA COWAN ELEMENTARY
DULANEY	DEANNE	MID SUBJECT AREA REPR	BRYAN STATION TRADL MIDDLE
DULANEY	DEANNE	MID TEAM LEADER ( 5 PERSON)	BRYAN STATION TRADL MIDDLE
DUNCAN	BRANDYN	HS ASST FOOTBALL	FREDERICK DOUGLASS HIGH SCHOOL
DUNCAN	BRANDYN	HS ASST FOOTBALL #2	FREDERICK DOUGLASS HIGH SCHOOL
DUNN	ASHLEY	ELEM WEB MASTER	ATHENS CHILESBURG ELEM
DURBIN	STEPHANIE	MID SUBJECT AREA REPR	BRYAN STATION TRADL MIDDLE
DURBIN	STEPHANIE	MID TEAM LEADER ( 5 PERSON)	BRYAN STATION TRADL MIDDLE
EDELMAN	ELIZABETH	ELEM SBDM SECRETARY	NORTHERN ELEMENTARY
EDWARDS	BRETT	HS ASST SOCCER (GIRLS)	TATES CREEK HIGH
EL-AMIN	AHENEWA	HS ZERO HOUR	OPPORTUNITY MIDDLE COLLEGE
ELLIOT	VALERIE	ELEM GRADE LEVEL REP	CARDINAL VALLEY ELEMENTARY
ELLIS	DANIEL	HS DRAMA SPONSOR-FALL	TATES CREEK HIGH
EMERSON	CHRISTINA	MID TEAM LEADER ( 4 PERSON)	TATES CREEK MIDDLE
EMERSON	WILLIAM	WILLIAM WELLS BROWN ELEMENTARY	ELEM EXTRACURRICULAR SUPV
ENGLE	MEGAN	ELEM CURRICULUM SPEC	ATHENS CHILESBURG ELEM
ENGLE	DESTINI	LEESTOWN MIDDLE	MID ASST VOLLEYBALL
EVANS	HESHIMU	MORTON MIDDLE	MID ASST BASKETBALL (BOYS)
EVANS	HESHIMU	MORTON MIDDLE	MID ASST BASKETBALL (GIRLS)
EVANS	HESHIMU	MORTON MIDDLE	MID ASST BASKETBALL (GIRLS) #2

FARLEY	WHITNEY	ELEM GRADE LEVEL REP	CARDINAL VALLEY ELEMENTARY
FARMER	MARGARET	HS CHEERLDING SPONSOR(ASST)	PAUL LAURENCE DUNBAR HIGH
FEESE	NATALEE	MIDDLE ZERO HOUR	VIRTUAL LEARNING ACADEMY
FERNANDEZ ALVIRA	EVA	ELEM EXTRACURRICULAR COORD	CARDINAL VALLEY ELEMENTARY
FIELDS	RAE ANNA	ELEM BLDG ASSESSMENT COORD	DIXIE MAGNET ELEMENTARY
FIELDS	DOTTIE	ELEM PUBLICATION/YEARBOOK/COMM	ARLINGTON ELEMENTARY
FIELDS	DOTTIE	ELEM STLP COORDINATOR	ARLINGTON ELEMENTARY
FINCHIO	MARLENE	MID DRAMA SPONSOR-PRODUCTION	EDYTHE J HAYES MIDDLE SCHOOL
FITCH	MACKENZIE	HS VOLLEYBALL (ASST)	FREDERICK DOUGLASS HIGH SCHOOL
FORD	ALAN	MID DISCR COACH (SPRING)	EDYTHE J HAYES MIDDLE SCHOOL
FORD	CHLOE	HS CLASS SPONSOR	LAFAYETTE HIGH SCHOOL
FORD	CHLOE	HS STUDENT COUNCIL SPONSOR	LAFAYETTE HIGH SCHOOL
FORD	ROBERT	MID ASST FOOTBALL	JESSIE M CLARK MIDDLE
FORD	CHLOE	HS STUDENT COUNCIL SPONSOR	LAFAYETTE HIGH SCHOOL
FRANCIS	SARA	MID CLUB SPONSOR	EDYTHE J HAYES MIDDLE SCHOOL
FRANKLIN	KATHERINE	HS CLASS SPONSOR	LAFAYETTE HIGH SCHOOL
FRIEND	KATHRYN	ELEM GRADE LEVEL REP	CARDINAL VALLEY ELEMENTARY
FRIIS	ERICA	MID STLP COORDINATOR	TATES CREEK MIDDLE
GADBERRY	HEATHER	MIDDLE ZERO HOUR	VIRTUAL LEARNING ACADEMY
GALLENSTEIN	MELODY	ELEM PROF DEVELOPMENT CHAIR	NORTHERN ELEMENTARY
GALLIEN	LAURA	HS DEPARTMENT CHAIR	TATES CREEK HIGH
GALLIEN	LAURA	ALT BLDG ASSESSMENT COORD	TATES CREEK HIGH
GARDINER	ANNABELLE	MID HEAD VOLLEYBALL	SOUTHERN MIDDLE
GEDDES	MARY	HS DEPARTMENT CHAIR	TATES CREEK HIGH
GEDDES	MARY	MS/HS HEALTH/PE CONTENT LEADER	DISTRICT WIDE
GERKEN	STEPHEN	MID CROSS COUNTRY	SOUTHERN MIDDLE

GIGER	JAIME	MID TEAM LEADER ( 5 PERSON)	LEXINGTON TRAD MAGNET MIDDLE
GILL	JAYME	MID TEAM LEADER ( 4 PERSON)	TATES CREEK MIDDLE
GOODE	LESLIE	MID TEAM LEADER ( 5 PERSON)	BRYAN STATION TRADL MIDDLE
GORMAN	UALA	MID SOCIAL STUDIES CONTENT LE	DISTRICT WIDE
GRAVITT	LAURA	HS DEPARTMENT CHAIR	LAFAYETTE HIGH SCHOOL
GREEN	SARA	MID TEAM LEADER ( 4 PERSON)	CRAWFORD MIDDLE SCHOOL
GREEN	SHANE	MIDDLE ZERO HOUR	VIRTUAL LEARNING ACADEMY
GREEN	SHANE	MID HEAD VOLLEYBALL	CRAWFORD MIDDLE SCHOOL
GREEN	ALLISON	MID ASST VOLLEYBALL	CRAWFORD MIDDLE SCHOOL
GREENE	STEPHEN	HS WEB MASTER	FREDERICK DOUGLASS HIGH SCHOOL
GREGOIRE	CHERYL	DW ENERGY MANAGER-MID	DISTRICT WIDE
GRIFFITH	WILLIAM	HS ACAD COMPETITION SPONSOR	LAFAYETTE HIGH SCHOOL
GROSS	ALBERT	HS DEPARTMENT CHAIR	TATES CREEK HIGH
GROSS	ALBERT	ALT BLDG ASSESSMENT COORD	TATES CREEK HIGH
GUISE	TRACIE	ELEM COMMITTEE CHAIR	ATHENS CHILESBURG ELEM
HACKER	DANIEL	ELEM TECHNOLOGY COORD	ARLINGTON ELEMENTARY
HACKER	DANIEL	ELEM WEB MASTER	ARLINGTON ELEMENTARY
HAGANS	CONNIE	HS SPEECH SPONSOR	PAUL LAURENCE DUNBAR HIGH
HAGGARD	STEPHANIE	ELEM GRADE LEVEL REP	DIXIE MAGNET ELEMENTARY
HALL	SAMUEL	MID TECHNOLOGY COORDINATOR	EDYTHE J HAYES MIDDLE SCHOOL
HALL	MARKKI	MID PROF DEVELOPMENT CHAIR	EDYTHE J HAYES MIDDLE SCHOOL
HALL	MARKKI	MID TEAM LEADER ( 5 PERSON)	EDYTHE J HAYES MIDDLE SCHOOL
HALLAGAN	MCKENNA	MID CLUB SPONSOR	EDYTHE J HAYES MIDDLE SCHOOL
HALLAGAN	MCKENNA	MID TEAM LEADER ( 5 PERSON)	EDYTHE J HAYES MIDDLE SCHOOL
HARDIN	ARTHUR	MID STLP COORDINATOR	HENRY CLAY HIGH SCHOOL
HARRINGTON	JULIA MARIA	ELEM GRADE LEVEL REP	CLAYS MILL ELEMENTARY

HARRIS	EVANDER	HS INT PLANNING FACILITATOR	FREDERICK DOUGLASS HIGH SCHOOL
HARRISON	EUGENIA	HS DEPARTMENT CHAIR	LAFAYETTE HIGH SCHOOL
HATFIELD	JOHN	HS DEPARTMENT CHAIR	TATES CREEK HIGH
HAWKINS	AMY	MID SUBJECT AREA REPR	EDYTHE J HAYES MIDDLE SCHOOL
HAYDEN	JONNA	MID BLDG ASSESSMENT COORD	EDYTHE J HAYES MIDDLE SCHOOL
HEAD	KELLY	MID ASST CHEERLEADING	LEXINGTON TRAD MAGNET MIDDLE
HEADLEY	SHANNON	ELEM BLDG ASSESSMENT COORD	VETERANS PARK ELEMENTARY
HEADLEY	SHANNON	ELEM COMMITTEE CHAIR	VETERANS PARK ELEMENTARY
HENRY	LISA	HS ZERO HOUR	MARTIN LUTHER KING ACADEMY
HENSLEY	ALLEN	HS STLP COORDINATOR	CARTER G WOODSON ACADEMY
HERALD	LESLIE	MID TEAM LEADER (2 PERSON)	TATES CREEK MIDDLE
HEWITT	HALLE	ELEM STLP COORDINATOR	DIXIE MAGNET ELEMENTARY
HIGGINS	JAMES	ELEM STLP COORDINATOR	YATES ELEMENTARY
HIGHTOWER	SAMANTHA	HS ASST BAND DIRECTOR	TATES CREEK HIGH
HILL	DANIEL	ELEM HEALTH/PE CONTENT LEADER	DISTRICT WIDE
HOGG	SARAH	ELEM TRANSPORTATION CAPTAIN	DEEP SPRINGS ELEMENTARY
HOLDREN	MICHAEL	HS DEPARTMENT CHAIR	TATES CREEK HIGH
HOLLAND	PHILIP	MID INTRAMURAL DIRECTOR	LEESTOWN MIDDLE
HOLLON	COLLEEN	MID TEAM LEADER (5 PERSON)	EDYTHE J HAYES MIDDLE SCHOOL
HONEYCUTT	DIANA	HS DEPARTMENT CHAIR	LAFAYETTE HIGH SCHOOL
HOPSON	DE 'MARCUS	HS EXTRACURRICULAR ACTIVITY	CARTER G WOODSON ACADEMY
HORNBACK	ASHLEY	MID CHEERLEADER SPONSOR	LEXINGTON TRAD MAGNET MIDDLE
HOSTLER	FREDDIE	HS ASST FOOTBALL	PAUL LAURENCE DUNBAR HIGH
HOTEN	LEIGH ANNE	ELEM CURRICULUM SPEC	ATHENS CHILESBURG ELEM
HOWARD	LAURA	HS VOCAL MUSIC SPONSOR	LAFAYETTE HIGH SCHOOL
HOWARD	BOBBY	HS DEPARTMENT CHAIR	LAFAYETTE HIGH SCHOOL

HOWARD	ERICA	ELEM GRADE LEVEL REP	CARDINAL VALLEY ELEMENTARY
INSKO	MINDY	MIDDLE ZERO HOUR	VIRTUAL LEARNING ACADEMY
ISAACS	ABY	ACADEMIC CHAL COORD-SCH LEVEL	CARDINAL VALLEY ELEMENTARY
ISAACS	ABY	ELEM ACADEMIC TEAM COACH	CARDINAL VALLEY ELEMENTARY
ISAACS	ABY	ELEM SBDM SECRETARY	CARDINAL VALLEY ELEMENTARY
JACK	JAMES	MID CROSS COUNTRY	SOUTHERN MIDDLE
JACKSON	ERIC	HS CLASS SPONSOR	TATES CREEK HIGH
JACKSON	ERIC	HS ACADEMY CHAIR	TATES CREEK HIGH
JACKSON	RACHEL	ELEM BLDG ASSESSMENT COORD	BRENDA COWAN ELEMENTARY
JACKSON	RACHEL	ELEM STUDENT ASSISTANCE TEAM	BRENDA COWAN ELEMENTARY
JACKSON	TIFFANY	BRYAN STATION TRADL MIDDLE	MID CHEERLEADER SPONSOR
JOHNSON	NICHOLAS	HS VOCAL-INSTRUCTOR	TATES CREEK HIGH
JOHNSON	NICHOLAS	HS VOCAL-ENSEMBLE COACH	TATES CREEK HIGH
JOHNSON	NICHOLAS	HS VOCAL MUSIC SPONSOR	TATES CREEK HIGH
JOHNSON	QUENTIN	HS ACAD COMPETITION SPONSOR	TATES CREEK HIGH
JOHNSON	EARL	LEXINGTON TRAD MAGNET MIDDLE	MID HEAD VOLLEYBALL
JOHNSON	REAGAN	ELEM TRANSPORTATION CAPTAIN	YATES ELEMENTARY
JONAKIN	ANNIE	MIDDLE ZERO HOUR	VIRTUAL LEARNING ACADEMY
JONES	JANET	ELEM GRADE LEVEL REP	VETERANS PARK ELEMENTARY
JONES	SUSAN	MIDDLE ZERO HOUR	VIRTUAL LEARNING ACADEMY
JONES	KELSEY	MID SUBJECT AREA REPR	CRAWFORD MIDDLE SCHOOL
JONES	LINDSAY	ELEM GRADE LEVEL REP	BRENDA COWAN ELEMENTARY
JONES	MORGAN	ELEM TRANSPORTATION CAPTAIN	BRENDA COWAN ELEMENTARY
JONES	MORGAN	ELEM SBDM SECRETARY	BRENDA COWAN ELEMENTARY
JONES	MORGAN	ELEM WEB MASTER	BRENDA COWAN ELEMENTARY
KAHLY	RACHEL	HS ACADEMY CHAIR	BRYAN STATION HIGH SCHOOL

KEHRWALD	JAMIE	ELEM BLDG ASSESSMENT COORD	LANSDOWNE ELEMENTARY
KELLEY	LEIGH	ELEM GRADE LEVEL REP	BRENDA COWAN ELEMENTARY
KELLY	SHELBY	MID SUBJECT AREA REPR	LEXINGTON TRAD MAGNET MIDDLE
KELLY	ANNA	ELEM SBDM SECRETARY	HARRISON ELEMENTARY
KENT	PHILLIP	HS ORCHESTRA SPONSOR	LAFAYETTE HIGH SCHOOL
KEY	DONTE	HS ASST FOOTBALL	CRAWFORD MIDDLE SCHOOL
KING	SHERIL	MID TECHNOLOGY COORDINATOR	LEXINGTON TRAD MAGNET MIDDLE
KING	SHERIL	MID YEARBOOK SPONSOR	LEXINGTON TRAD MAGNET MIDDLE
KING	SHERIL	MID WEB MASTER	LEXINGTON TRAD MAGNET MIDDLE
KING	STEPHANIE	ELEM PROF DEVELOPMENT CHAIR	BRENDA COWAN ELEMENTARY
KISER	KATHRYN	ELEM GRADE LEVEL REP	BRENDA COWAN ELEMENTARY
KISLING	AMIE	HS DRAMA SPONSOR-SPRING 2	LAFAYETTE HIGH SCHOOL
KISLING	AMIE	HS DRAMA SPONSOR-FALL	LAFAYETTE HIGH SCHOOL
KISLING	AMIE	HS DRAMA SPONSOR-SPRING	LAFAYETTE HIGH SCHOOL
KISLING	AMIE	HS DRAMA SPONSOR-FALL #2	LAFAYETTE HIGH SCHOOL
KITCHEN	DAVID	MID SUBJECT AREA REPR	EDYTHE J HAYES MIDDLE SCHOOL
KOOP	ROSALIND	MID CLUB SPONSOR	EDYTHE J HAYES MIDDLE SCHOOL
KOOP	ROSALIND	MID TEAM LEADER (5 PERSON)	EDYTHE J HAYES MIDDLE SCHOOL
KUBAJAK	JENNIFER	HS DEPARTMENT CHAIR	TATES CREEK HIGH
KURZENDOERFER	TRACY	HS DEPARTMENT CHAIR	LAFAYETTE HIGH SCHOOL
LABRILLAZO	ALBERTA	HS DRAMA SPONSOR-FALL	LAFAYETTE HIGH SCHOOL
LAMMY	HANNAH	MID SUBJECT AREA REPR	CRAWFORD MIDDLE SCHOOL
LAMMY	HANNAH	MIDDLE ZERO HOUR	VIRTUAL LEARNING ACADEMY
LANE	JANICE	ELEM TECHNOLOGY COORD	GLENDOVER ELEMENTARY
LANNING	GRANT	HS ASST SOCCER (BOYS)	TATES CREEK HIGH
LANTER	TRACY	ELEM GRADE LEVEL REP	VETERANS PARK ELEMENTARY

LAPIERRE	MARIE	ELEM SBDM SECRETARY	JAMES LANE ALLEN ELEMENTARY
LARISON	KRISTIE	ELEM WEB MASTER	NORTHERN ELEMENTARY
LAYNE	ADAM	MIDDLE ZERO HOUR	VIRTUAL LEARNING ACADEMY
LAZZARI	LORI	ELEM BLDG ASSESSMENT COORD	ARLINGTON ELEMENTARY
LEE-WILLIAMS	TALETT	ELEM TRANSPORTATION CAPTAIN	YATES ELEMENTARY
LEE-WILLIAMS	TALETT	ELEM EXTRACURRICULAR SUPV	YATES ELEMENTARY
LESTER	STEPHANIE	HS DEPARTMENT CHAIR	LAFAYETTE HIGH SCHOOL
LEVEY	EMILY	MID SUBJECT AREA REPR	EDYTHE J HAYES MIDDLE SCHOOL
LEWIS	MICHELLE	HS ZERO HOUR	SOUTHSIDE CENTER FOR APLD TECH
LEWIS	ERICA	ELEM BLDG ASSESSMENT COORD	COVENTRY OAK ELEMENTARY
LEWIS	MICHELLE	HS ZERO HOUR	BRYAN STATION HIGH SCHOOL
LINVILLE	CHARMA	HS WEB MASTER	OPPORTUNITY MIDDLE COLLEGE
LIPSCOMB	ANGELA	ELEM SBDM SECRETARY	ATHENS CHILESBURG ELEM
LITTERAL	BONNIE	MID CLUB SPONSOR	EDYTHE J HAYES MIDDLE SCHOOL
LITTERAL	BONNIE	MID PROF DEVELOPMENT CHAIR	EDYTHE J HAYES MIDDLE SCHOOL
LITTLE	ASHLEY	HS DEPARTMENT CHAIR	TATES CREEK HIGH
LITTLE	LINDA	ELEM CURRICULUM SPEC	VETERANS PARK ELEMENTARY
LLOYD	AMANDA	ELEM BLDG ASSESSMENT COORD	DIXIE MAGNET ELEMENTARY
LOCKER	CHELSY	ELEM WEB MASTER	GARRETT MORGAN ELEMENTARY
LOCKHART	HOLLY	MID SUBJECT AREA REPR	TATES CREEK MIDDLE
LOPEZ	JASMINE	MIDDLE ZERO HOUR	VIRTUAL LEARNING ACADEMY
LOSCH	RACHEL	ELEM EXTRACURRICULAR COORD	DIXIE MAGNET ELEMENTARY
LYKINS	DAYNA	ELEM TECHNOLOGY COORD	ATHENS CHILESBURG ELEM
LYKINS	DAYNA	ELEM SPECIAL AREA SPONSOR	ATHENS CHILESBURG ELEM
MAGGARD	KELLY	MID CLUB SPONSOR	EDYTHE J HAYES MIDDLE SCHOOL
MAJORS	MEGAN	HS DEPARTMENT CHAIR	TATES CREEK HIGH

MARCUM	ANDREA	ELEM CURRICULUM SPEC	ARLINGTON ELEMENTARY
MARCUM	ANDREA	ELEM EXTRACURRICULAR COORD	ARLINGTON ELEMENTARY
MARICHAL	BRENDA	DW ASST TECH ACAD VOC LEADER	DISTRICT WIDE
MARSH	RYAN	HS DEPARTMENT CHAIR	LAFAYETTE HIGH SCHOOL
MARSH	RYAN	HS VOCAL MUSIC SPONSOR	LAFAYETTE HIGH SCHOOL
MARTIN	MADISON	HS PROF DEVELOPMENT CHAIR	TATES CREEK HIGH
MARTIN	MADISON	MIDDLE ZERO HOUR	VIRTUAL LEARNING ACADEMY
MARTIR	KATRINA	ELEM STUDENT ASSISTANCE TEAM	ARLINGTON ELEMENTARY
MASON	JENNIFER	HS ACAD COMP ASST SPONSOR	TATES CREEK HIGH
MASON	JENNIFER	MIDDLE ZERO HOUR	VIRTUAL LEARNING ACADEMY
MASSEY	SABINA	MID BLDG ASSESSMENT COORD	CRAWFORD MIDDLE SCHOOL
MATTINGLY	LEIGH	MID BLDG ASSESSMENT COORD	LEXINGTON TRAD MAGNET MIDDLE
MATTINGLY	ALICE	HS/MID SBDM SECRETARY	LAFAYETTE HIGH SCHOOL
MCCLANAHAN	JENNIFER	HS CLASS SPONSOR	LAFAYETTE HIGH SCHOOL
MCDANIEL	MARK	MIDDLE ZERO HOUR	VIRTUAL LEARNING ACADEMY
MCGRATH	SUSAN	ALT BLDG ASSESSMENT COORD	CARTER G WOODSON ACADEMY
MCGUIRE	JEREMY	MID SUBJECT AREA REPR	CRAWFORD MIDDLE SCHOOL
MCKINLEY	MICHAEL	MID ASST FOOTBALL	BRYAN STATION TRADL MIDDLE
MCKNIGHT	MARY	MID SUBJECT AREA REPR	TATES CREEK MIDDLE
MCKNIGHT	MARY	MID TEAM LEADER (5 PERSON)	TATES CREEK MIDDLE
MCPEEK	SARAH	MID SUBJECT AREA REPR	CRAWFORD MIDDLE SCHOOL
MCPEEK	SARAH	MID TEAM LEADER (4 PERSON)	CRAWFORD MIDDLE SCHOOL
MCQUERRY	REBECCA	ELEM GRADE LEVEL REP	DIXIE MAGNET ELEMENTARY
MCWHORTER	BENJAMIN	HS ORCHESTRA SPONSOR	TATES CREEK HIGH
MEAUX	SYDNEY	HS ZERO HOUR	FREDERICK DOUGLASS HIGH SCHOOL
MEECE	KELSEY	MID CLUB SPONSOR	EDYTHE J HAYES MIDDLE SCHOOL



MERIWETHER	FREDA	ELEM SBDM SECRETARY	GARRETT MORGAN ELEMENTARY
METTS	MATTHEW	MID ASST FOOTBALL	SOUTHERN MIDDLE
MEYER	STEPHANIE	ELEM STLP COORDINATOR	CARDINAL VALLEY ELEMENTARY
MEYER	STEPHANIE	ELEM WEB MASTER	CARDINAL VALLEY ELEMENTARY
MILLER	LAURA	ELEM GRADE LEVEL REP	VETERANS PARK ELEMENTARY
MILLS	MICHAEL	HS DISCR COACH (FALL)	FREDERICK DOUGLASS HIGH SCHOOL
MILLS	MARY	ELEM GRADE LEVEL REP	CARDINAL VALLEY ELEMENTARY
MINER	STEPHANIE	ELEM SPECIAL AREA SPONSOR	ATHENS CHILESBURG ELEM
MIRACLE	KAREN	ELEM BLDG ASSESSMENT COORD	ATHENS CHILESBURG ELEM
MIRANDA	ANTONIO	MID TEAM LEADER (5 PERSON)	BRYAN STATION TRADL MIDDLE
MIRANDA	ERICA	ELEM TRANSPORTATION CAPTAIN	BOOKER T WASHINGTON ELEMENTARY
MITSUMORI	NOBUO	HS DEPARTMENT CHAIR	LAFAYETTE HIGH SCHOOL
MOBLEY	TYLER	MID TEAM LEADER (5 PERSON)	LEXINGTON TRAD MAGNET MIDDLE
MOCK	JENNY	MIDDLE ZERO HOUR	VIRTUAL LEARNING ACADEMY
MOFIELD-BOSWELL	SHARON	ELEM EX CURR COORD-CLAS SAL	MILLCREEK ELEMENTARY
MOORE	JESSICA	MID CLUB SPONSOR	EDYTHE J HAYES MIDDLE SCHOOL
MOORE	CATHLEEN	HS/MID SBDM SECRETARY	BRYAN STATION TRADL MIDDLE
MORGAN	TRACIE	HS ACADEMY CHAIR	TATES CREEK HIGH
MORTON	MICHAEL	MID HEAD FOOTBALL	BRYAN STATION TRADL MIDDLE
MULLINS	DIANA	HS ACADEMY CHAIR	TATES CREEK HIGH
MULLINS	NATALIE	HS CLASS SPONSOR	TATES CREEK HIGH
MULLINS	RHONDA	HS CLASS SPONSOR	LAFAYETTE HIGH SCHOOL
MULLINS	RHONDA	HS CLASS SPONSOR #2	LAFAYETTE HIGH SCHOOL
MULLINS	RHONDA	HS DEPARTMENT CHAIR	LAFAYETTE HIGH SCHOOL
MURRAY	KATHRYN	HS STUDENT COUNCIL SPONSOR	TATES CREEK HIGH
NALLY	SUSAN	ELEM BLDG ASSESSMENT COORD	GARRETT MORGAN ELEMENTARY

NEELY	ERIC	HS PROF DEVELOPMENT CHAIR	BRYAN STATION HIGH
NELSON	CASEY	MID TEAM LEADER ( 4 PERSON)	CRAWFORD MIDDLE SCHOOL
NEWSOME-HOWARD	SHERRY	ELEM BLDG ASSESSMENT COORD	CARDINAL VALLEY ELEMENTARY
NICHOLS	LISA	MID CLUB SPONSOR	TATES CREEK MIDDLE
NOBLE	WILLIAM	ELEM HEALTH/PE CONTENT LEADER	DISTRICT WIDE
NORRIS	MEGAN	MID SUBJECT AREA REPR	TATES CREEK MIDDLE
NUTTER	TYLER	MID TEAM LEADER ( 5 PERSON)	TATES CREEK MIDDLE
OGG	KATHRYN	ELEM SPECIAL AREA SPONSOR	CLAYS MILL ELEMENTARY
OLDHAM	ASHLEY	ELEM BLDG ASSESSMENT COORD	BOOKER T WASHINGTON ELEMENTARY
OLDHAM	ASHLEY	ELEM PROF DEVELOPMENT CHAIR	BOOKER T WASHINGTON ELEMENTARY
OLDHAM	SUSAN	ELEM TRANSPORTATION CAPTAIN	BRENDA COWAN ELEMENTARY
OLIVER	TYLER	JESSIE M CLARK MIDDLE	MID ASST FOOTBALL
OWENS	SUSAN	SPECIAL EDUCATION	DW ASSISTIVE TECH COMM LEADER
PAGE	DAVID	HS DEPARTMENT CHAIR	LAFAYETTE HIGH SCHOOL
PALUMBO	STEPHEN	MID ASST VOLLEYBALL	BRYAN STATION TRADL MIDDLE
PARKER	BLAKE	HS ASST SOCCER (BOYS)	FREDERICK DOUGLASS HIGH SCHOOL
PATTON	LANCE	MID ACADEMIC TEAM SPONSOR	LEXINGTON TRAD MAGNET MIDDLE
PAYNE	MAGGIE	MID SUBJECT AREA REPR	LEXINGTON TRAD MAGNET MIDDLE
PAYNE	MAGGIE	MID TEAM LEADER ( 5 PERSON)	LEXINGTON TRAD MAGNET MIDDLE
PAYNE	NICHOLAS	MID DISCR COACH (FALL)	EDYTHE J HAYES MIDDLE SCHOOL
PEAKE	JEFFREY	ELEM STLP COORDINATOR	DEEP SPRINGS ELEMENTARY
PEDEN	DEENA	ELEM GRADE LEVEL REP	BRENDA COWAN ELEMENTARY
PENA RIVERA	CARLOS	MIDDLE ZERO HOUR	VIRTUAL LEARNING ACADEMY
PERRY	LAWRENCE	HS TECHNOLOGY COORDINATOR	LAFAYETTE HIGH SCHOOL
PERRY	LAWRENCE	HS WEB MASTER	LAFAYETTE HIGH SCHOOL
PERRY	LILA	MID TEAM LEADER ( 4 PERSON)	CRAWFORD MIDDLE SCHOOL

PETERS	CRYSTAL	ELEM SPECIAL AREA SPONSOR	DIXIE MAGNET ELEMENTARY
PETERS	JESSE	HS STUDENT COUNCIL SPONSOR	LAFAYETTE HIGH SCHOOL
PETKE	SHAWNA	MIDDLE ZERO HOUR	VIRTUAL LEARNING ACADEMY
PETKE	SHAWNA	MIDDLE ZERO HOUR	JESSIE M CLARK MIDDLE
PINTO	JESUS	MID ASST FOOTBALL	LEESTOWN MIDDLE
POAGE	ALLISON	HS ASST SOCCER (GIRLS)	PAUL LAURENCE DUNBAR HIGH
PORTER	KENNETH	MID TEAM LEADER (2 PERSON)	TATES CREEK MIDDLE
PORTER	LADONDA	MS/HS HEALTH/PE CONTENT LEADER	DISTRICT WIDE
PORTMAN	PAGE	HS CLASS SPONSOR	TATES CREEK HIGH
POWELL	EMILY	MID SUBJECT AREA REPR	EDYTHE J HAYES MIDDLE SCHOOL
POWELL	SARAH	ELEM PUBLICATION/YEARBOOK/COMM	ATHENS CHILESBURG ELEM
PRATHER	DANA	ELEM GRADE LEVEL REP	CARDINAL VALLEY ELEMENTARY
PRINCE	RICHARD	MID TEAM LEADER (5 PERSON)	BRYAN STATION TRADL MIDDLE
PRINCE	RICHARD	MID TECHNOLOGY COORDINATOR	BRYAN STATION TRADL MIDDLE
QUEENAN	PATRICK	MIDDLE ZERO HOUR	VIRTUAL LEARNING ACADEMY
RAFFERTY	KATIE	ELEM EXTRACURRICULAR COORD	LANSDOWNE ELEMENTARY
RAILEY	STEVEN	MID PROF DEVELOPMENT CHAIR	EDYTHE J HAYES MIDDLE SCHOOL
RANSDELL	ANDREW	MID DISCR COACH (YEAR-LONG)	TATES CREEK MIDDLE
REAMS	JENNIFER	ELEM TECHNOLOGY COORD	GARRETT MORGAN ELEMENTARY
REAMS	JENNIFER	ELEM COMMITTEE CHAIR	GARRETT MORGAN ELEMENTARY
REAMS	JENNIFER	ELEM STLP COORDINATOR	GARRETT MORGAN ELEMENTARY
REED	MACY	MIDDLE ZERO HOUR	VIRTUAL LEARNING ACADEMY
REMLEY	DIANE	HS DEPARTMENT CHAIR	LAFAYETTE HIGH SCHOOL
REYNOLDS	TODD	HS ASST ATHLETIC DIRECTOR	LAFAYETTE HIGH SCHOOL
REYNOLDS	MEREDITH	ELEM PROF DEVELOPMENT CHAIR	CARDINAL VALLEY ELEMENTARY
RICHARDSON	KIMBERLY	ELEM STUDENT ASSISTANCE TEAM	BOOKER T WASHINGTON ELEMENTARY

RICHART	HARRY	MID ASST FOOTBALL	SOUTHERN MIDDLE
RIGGLE	KIMBERLY	ELEM EXTRACURRICULAR COORD	CARDINAL VALLEY ELEMENTARY
RILEY	STEVEN	HS SOCIAL STUDIES CONTENT LE	DISTRICT WIDE
ROBERTS	DUSTIN	ELEM ACADEMIC TEAM COACH	CARDINAL VALLEY ELEMENTARY
ROBESON	MICHELLE	ELEM GRADE LEVEL REP	VETERANS PARK ELEMENTARY
RODABAUGH	JENNIFER	ELEM STLP COORDINATOR	PICADOME ELEMENTARY
RODEN	TAYLOR	ELEM GRADE LEVEL REP	BRENDA COWAN ELEMENTARY
RODEN	JARED	HS ASST SOCCER (GIRLS)	LAFAYETTE HIGH SCHOOL
ROE	JENNIFER	MID SUBJECT AREA REPR	CRAWFORD MIDDLE SCHOOL
ROE	JENNIFER	MID TEAM LEADER (4 PERSON)	CRAWFORD MIDDLE SCHOOL
RONEY	CHRISTA	ELEM EXTRACURRICULAR COORD	CARDINAL VALLEY ELEMENTARY
ROSE	ASHLEE	MID ASST VOLLEYBALL	JESSIE M CLARK MIDDLE
ROSE	PAUL	MIDDLE ZERO HOUR	VIRTUAL LEARNING ACADEMY
ROSIER	LAURA	ELEM WEB MASTER	CLAYS MILL ELEMENTARY
RUNYON	TIFFANY	COVENTRY OAK ELEMENTARY	ELEM EXTRACURR SUPV-CLAS SAL
RUSSELL	LANA	MID DISCR COACH (YEAR-LONG)	EDYTHE J HAYES MIDDLE SCHOOL
SANTIAGO	ABIGAIL	MIDDLE ZERO HOUR	VIRTUAL LEARNING ACADEMY
SANTOS	ILLYSSIA	ELEM EXTRACURRICULAR SUPV	WILLIAM WELLS BROWN ELEMENTARY
SCHADLER	KENDRA	MID TEAM LEADER (4 PERSON)	TATES CREEK MIDDLE
SCHMIDT	ANN	MID SUBJECT AREA REPR	TATES CREEK MIDDLE
SCHWAB	SOPHIE	HS STUDENT COUNCIL SPONSOR	LAFAYETTE HIGH SCHOOL
SCOLF	JESSICA	ELEM SPECIAL AREA SPONSOR	BRENDA COWAN ELEMENTARY
SCOLF	JESSICA	ELEM PUBLICATION/YEARBOOK/COMM	BRENDA COWAN ELEMENTARY
SCOTT	MELISSA	MID TEAM LEADER (5 PERSON)	BRYAN STATION TRADL MIDDLE
SERRES	ALLIESHAE	ELEM EXTRACURRICULAR COORD	DIXIE MAGNET ELEMENTARY
SERRES	ALLIESHAE	ELEM STLP COORDINATOR	DIXIE MAGNET ELEMENTARY

SEWELL	AMANDA	HS DEPARTMENT CHAIR	TATES CREEK HIGH
SEWELL	SAMANTHA	ELEM PUBLICATION/YEARBOOK/COMM	ATHENS CHILESBURG ELEM
SHADEH	KARLY	MIDDLE ZERO HOUR	VIRTUAL LEARNING ACADEMY
SHANKS	SHELBY	MID DISCR COACH (FALL)	EDYTHE J HAYES MIDDLE SCHOOL
SHARP	ANGENETTE	MIDDLE ZERO HOUR	VIRTUAL LEARNING ACADEMY
SILVANI	JORDAN	HS VOLLEYBALL (ASST)	PAUL LAURENCE DUNBAR HIGH
SIMPSON	SAMANTHA	MID TEAM LEADER (4 PERSON)	CRAWFORD MIDDLE SCHOOL
SINGLETON	JENNIFER	MID TECHNOLOGY COORDINATOR	CRAWFORD MIDDLE SCHOOL
SINGLETON	JENNIFER	MID WEB MASTER	CRAWFORD MIDDLE SCHOOL
SIZEMORE	MORGAN	MID TEAM LEADER (5 PERSON)	EDYTHE J HAYES MIDDLE SCHOOL
SMITH	STEPHANIE	MID WEB MASTER	TATES CREEK MIDDLE
SMITH	KELLI	MIDDLE ZERO HOUR	VIRTUAL LEARNING ACADEMY
SMITH	CHARLES	HS BAND DIRECTOR	LAFAYETTE HIGH SCHOOL
SMITH	REBECCA	MID ASST VOLLEYBALL	SOUTHERN MIDDLE
SMITH	RODRIQUEZ	MID ASST FOOTBALL	LEXINGTON TRAD MAGNET MIDDLE
SNODGRASS	SUSAN	MID CLUB SPONSOR	EDYTHE J HAYES MIDDLE SCHOOL
SNOW	ERICA	HS INT PLANNING FACILITATOR #2	FREDERICK DOUGLASS HIGH SCHOOL
SNOWDEN	EMILY	ELEM GRADE LEVEL REP	BRENDA COWAN ELEMENTARY
SPIVEY	MARSHALL	ELEM GRADE LEVEL REP	ATHENS CHILESBURG ELEM
SPOONAMORE	ANN-MARIE	HS ASST SOCCER (GIRLS)	HENRY CLAY HIGH SCHOOL
STEFFEN	AMBER	MID CHEERLEADER SPONSOR	BEAUMONT MIDDLE SCHOOL
STONER	STEVEN	ELEM ACADEMIC TEAM COACH	DIXIE MAGNET ELEMENTARY
STONER	STEVEN	ELEM WEB MASTER	DIXIE MAGNET ELEMENTARY
STRAUB	ANDREA	MID SUBJECT AREA REPR	EDYTHE J HAYES MIDDLE SCHOOL
STROY	TIARA	MID ASST CHEERLEADING	SOUTHERN MIDDLE
STUCKEY	KRISTA	MID TEAM LEADER (5 PERSON)	EDYTHE J HAYES MIDDLE SCHOOL

SUTTLES	MEGAN	HS YEARBOOK SPONSOR	TATES CREEK HIGH
SWORD	KIMBERLY	ELEM CURRICULUM SPEC	DIXIE MAGNET ELEMENTARY
TATTERS	DOUGLAS	ELEM TRANSPORTATION CAPTAIN	ATHENS CHILESBURG ELEM
THAYER	ANDREA	ELEM GRADE LEVEL REP	VETERANS PARK ELEMENTARY
THEIS	KATHERINE	ELEM SBDM SECRETARY	CLAYS MILL ELEMENTARY
THOMAS	EMILY	HS ASST SOCCER (GIRLS)-CLAS SA	FREDERICK DOUGLASS HIGH SCHOOL
THOMAS	TREFOR	HS ASST FOOTBALL	HENRY CLAY HIGH SCHOOL
TIPTON	CHRISTINA	ELEM GRADE LEVEL REP	CARDINAL VALLEY ELEMENTARY
TODD	LEANNA	ELEM SBDM SECRETARY	DIXIE MAGNET ELEMENTARY
TOOLE	RACHAEL	MID TEAM LEADER (4 PERSON)	CRAWFORD MIDDLE SCHOOL
TORO	JULIANNE	MIDDLE ZERO HOUR	VIRTUAL LEARNING ACADEMY
TOWLE	PERCY	HS ASST FOOTBALL	FREDERICK DOUGLASS HIGH SCHOOL
TOWLE	PERCY	HS ASST FOOTBALL #2	FREDERICK DOUGLASS HIGH SCHOOL
TOY	BRIAN	HS DEPARTMENT CHAIR	LAFAYETTE HIGH SCHOOL
TRISKO	CARLA	DW ENERGY MANAGER-MID	DISTRICT WIDE
TROWEL	MELANIE	MIDDLE ZERO HOUR	VIRTUAL LEARNING ACADEMY
TURNER	SHARON	ELEM GRADE LEVEL REP	CLAYS MILL ELEMENTARY
TURNER	BRIAN	MIDDLE ZERO HOUR	VIRTUAL LEARNING ACADEMY
VAHLE	AUSTIN	ELEM PROF DEVELOPMENT CHAIR	BRENDA COWAN ELEMENTARY
VALLE	JOSE	ELEM WEB MASTER	COVENTRY OAK ELEMENTARY
VAN HOOSE	ASHLEY	MID ACADEMIC TEAM SPONSOR	EDYTHE J HAYES MIDDLE SCHOOL
VINCENT	TRENTON	HS ZERO HOUR	OPPORTUNITY MIDDLE COLLEGE
WADDELOW	LESLIE	ELEM GRADE LEVEL REP	DEEP SPRINGS ELEMENTARY
WAKEFIELD	ELIZABETH	ELEM TECHNOLOGY COORD	PICADOME ELEMENTARY
WAKEFIELD	ELIZABETH	ELEM WEB MASTER	PICADOME ELEMENTARY
WALDEN	JARROD	MID ASST FOOTBALL	BRYAN STATION TRADL MIDDLE

WARD	KELLY	ELEM GRADE LEVEL REP	ATHENS CHILESBURG ELEM
WARREN	SUSAN	ACADEMIC CHAL COORD-SCH LEVEL	DIXIE MAGNET ELEMENTARY
WASHINGTON	KATHERINE	ELEM TECHN COORD-CLAS SAL	STUDENT ACHIEVEMENT & SUPPORT
WASHINGTON	KATHERINE	ELEM WEB MASTER-CLAS SAL	STUDENT ACHIEVEMENT & SUPPORT
WATERS	ERIN	ELEM GRADE LEVEL REP	VETERANS PARK ELEMENTARY
WEBB	GAYLA	ELEM TECHNOLOGY COORD	CLAYS MILL ELEMENTARY
WEBB	JENIE	HS INT PLANNING FACILITATOR	MARTIN LUTHER KING ACADEMY
WEGER	ADAM	MID SUBJECT AREA REPR	BRYAN STATION TRADL MIDDLE
WEGER	ADAM	MID CROSS COUNTRY	BRYAN STATION TRADL MIDDLE
WEGER	SYDNEY	MID CROSS COUNTRY	BRYAN STATION TRADL MIDDLE
WELLS	MILLICENT	MID YEARBOOK SPONSOR	BRYAN STATION TRADL MIDDLE
WELLS	MARGARET	HS ZERO HOUR	OPPORTUNITY MIDDLE COLLEGE
WEST	AUDREY	MIDDLE ZERO HOUR	VIRTUAL LEARNING ACADEMY
WHITE	ANDREA	ELEM SOCIAL STUDIES CONTENT LE	DISTRICT WIDE
WHITEHEAD	ZACHARY	MID BLDG ASSESSMENT COORD	TATES CREEK MIDDLE
WHITESIDE	MARK	MIDDLE ZERO HOUR	VIRTUAL LEARNING ACADEMY
WILLIAMS	JENNIFER	MID CLUB SPONSOR	LEXINGTON TRAD MAGNET MIDDLE
WILLIAMS	ERICA	ELEM GRADE LEVEL REP	ARLINGTON ELEMENTARY
WILLIAMS	ERICA	ELEM TRANSPORTATION CAPTAIN	ARLINGTON ELEMENTARY
WILLIS	RUTH	MID TEAM LEADER (5 PERSON)	BRYAN STATION TRADL MIDDLE
WILLOUGHBY	CARL	MID CLUB SPONSOR	EDYTHER J HAYES MIDDLE SCHOOL
WILSON	AARON	HS ASST SOCCER (BOYS)	FREDERICK DOUGLASS HIGH SCHOOL
WISEMAN	STEPHANIE	ELEM TRANSPORTATION CAPTAIN	ATHENS CHILESBURG ELEM
WITHERS	CAITLIN	HS STUDENT COUNCIL SPONSOR	TATES CREEK HIGH
WITHROW	TERRESSA	ELEM TRANSPORTATION CAPTAIN	GARRETT MORGAN ELEMENTARY
WITT	KRISTEN	DW ENERGY MANAGER-ELEM	DISTRICT WIDE

WOLFE	LAUREN	HS CLASS SPONSOR	TATES CREEK HIGH
WOLFE	LAUREN	HS STLP COORDINATOR	TATES CREEK HIGH
WOLFE	LAUREN	HS WEB MASTER	TATES CREEK HIGH
WOODBURN	TANIA	HS ACADEMY CHAIR	TATES CREEK HIGH
WOOLDRIDGE	TAMBRA	MID SUBJECT AREA REPR	LEXINGTON TRAD MAGNET MIDDLE
WORKMAN	HANNAH	ELEM GRADE LEVEL REP	VETERANS PARK ELEMENTARY
WRIGHTSON	JOSEPH	ELEM STLP COORDINATOR	BRENDA COWAN ELEMENTARY
YATES	JORDAN	HS ACADEMY CHAIR	TATES CREEK HIGH
YATES	VICKI	MIDDLE ZERO HOUR	VIRTUAL LEARNING ACADEMY
YBARROLA	HOLLY	HS SUPERVISORY DUTIES	LAFAYETTE HIGH SCHOOL
YBARROLA	HOLLY	HS EXTRACURRICULAR ACTIVITY	LAFAYETTE HIGH SCHOOL
YEAGER	JORDAN	MIDDLE ZERO HOUR	VIRTUAL LEARNING ACADEMY
YONTS	RACHEL	ELEM PROF DEVELOPMENT CHAIR	COVENTRY OAK ELEMENTARY
ZHU	SILVIA	HS ASST SOCCER (GIRLS)	FREDERICK DOUGLASS HIGH SCHOOL

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

Name	Location	Assignment
ALLEN LAMAR	ELEM WEB MASTER	YATES ELEMENTARY
BIDDLE AMANDA	MID PROGRAM REVIEW COORD	EDYTHE J HAYES MIDDLE SCHOOL
BIDDLE AMANDA	MID PROGRAM REVIEW COORD #2	EDYTHE J HAYES MIDDLE SCHOOL
BIDDLE AMANDA	MID PROF DEVELOPMENT CHAIR	EDYTHE J HAYES MIDDLE SCHOOL
DIAMOND JOSEPH	HS ORCHESTRA-UPPER STRING	CARTER G WOODSON ACADEMY
ENGLE DESTINI	MID ASST VOLLEYBALL	LEESTOWN MIDDLE
FORD CHLOE	HS STUDENT COUNCIL SPONSOR	LAFAYETTE HIGH SCHOOL
JOHNSON REAGAN	ELEM TRANSPORTATION CAPTAIN	YATES ELEMENTARY



KAHLY	RACHEL	HS ACADEMY CHAIR	CURRICULUM AND ASSESSMENT
LEWIS	MICHELLE	HS ZERO HOUR	SOUTHSIDE CENTER FOR APLD TECH
OLIVER	TYLER	MID ASST FOOTBALL	JESSIE M CLARK MIDDLE
PETKE	SHAWNA	MIDDLE ZERO HOUR	JESSIE M CLARK MIDDLE
ZHU	SILVIA	HS ASST SOCCER (GIRLS)	FREDERICK DOUGLASS HIGH SCHOOL

#### 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
MEYERS, KAY	SUB PARAEDUCATOR	8/28/2020
PARKER, BRAD	SUB BUS DRIVER	9/15/2020
RATAJCZAK, FREDERICK	SUB BUS MONITOR	9/18/2020

- b. Employment of Emergency Certified Substitute Teacher - In accordance with 16 KAR 2:030, this is to report that the Superintendent is requesting the Education Professional Standards Board to issue one-year Provisional Certificates for Emergency Substitute Teaching as indicated for the following teachers:

Name	Assignment	Effective Date
POTTER DANIEL	EMERGENCY SUBSTITUTE	9/16/2020
ALFORD JAMES	EMERGENCY SUBSTITUTE	9/4/2020
BOSSE QUINTON	EMERGENCY SUBSTITUTE	9/22/2020

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

Name	Assignment	Effective Date
HODGE DEBORAH	SUBSTITUTE TEACHER	9/22/2020
PRESTON DANA	RET SUBSTITUTE TEACHER	9/10/2020
SCHRECKER JACOB	SUBSTITUTE TEACHER	9/16/2020
SIMPSON VIRGINIA	RET SUBSTITUTE TEACHER	9/1/2020
SMITH JULIE	SUBSTITUTE TEACHER	9/1/2020
TORRES ASHLEY	SUBSTITUTE TEACHER	9/14/2020