

# **Board of Education Regular Meeting**

Norsworthy Auditorium October 26, 2020 6:00 PM

A. FINANCE CORPORATION	John White
B. CALL TO ORDER	Stephanie Spires
1. Roll Call	
C. EXTEND WELCOME TO GUESTS	
D. READING OF MISSION STATEMENT	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.	
E. APPROVAL OF AGENDA	
Approve the agenda with any changes voiced including the lifting of items	
from the consent section for discussion.	
1. Addendum:	
a	
b	
2. Deletions:	
a	
b	
F. INTRODUCTIONS, RECOGNITIONS AND PROCLAMATIONS:	
1. Proclamations	
G. REPORTS AND COMMUNICATIONS:	
1. Progress Reports	
a. Superintendent's Report	Emmanuel Caulk
1. Academic Services - 2019-2020 CDIP Progress	Kate McAnelly
Monitoring Report	
2. Operations & Support	Myron Thompson
H. APPROVAL OF ROUTINE MATTERS:	
Minutes from Board meetings	
1. Minutes of the September 14, 2020 Planning Board Meeting	
2. Minutes of the September 25, 2020 Special Board Meeting	
<b>3.</b> Minutes of the September 28, 2020 Regular Board Meeting	
I. APPROVAL OF CONSENT ITEMS:	
1. Award of Bids/Proposals	John White/Myron Thompson
2. Declaration of Surplus	Myron Thompson
3. Post Approval	Rodney Jackson
4. Special and Other Leave of Absence	Rodney Jackson

5. Requests from Principals for Extended Trips	Chiefs of Schools
<b>6.</b> Approval of Revised BG-1 Project Application (Close Out) for the	Myron Thompson
Construction of Brenda Cowan Elementary (the New Elementary	•
School at Athens-Boonesboro Road) BG 17-185	
7. Approval of a BG-5 Project Closeout Form for the Contract for the	Myron Thompson
Replacement of the Athletic Field Artificial Turf and Running Track at	
Bryan Station High School BG 18-255	
<b>8.</b> Approval of a Proposed Change Order (No. Eleven) to the Contract	Myron Thompson
for the Renovation of 1555 Georgetown Road to House the STEAM	
Academy and the Success Academy BG# 19-163	
<b>9.</b> Approval of a Proposed Change Order (No. Twelve) to the Contract	Myron Thompson
for the Disconnecting / Setting Up Utilities and Partial Renovation of	
450 Park Place (Central Offices) BG# 20-060	N. C.
10. Approval a Revision to the BG-1 Project Application for the	Myron Thompson
Construction of the New Construction of Tates Creek High School BG# 20-082	
11. Approval of Memorandum of Understanding with the Lexington-	Myron Thompson
Fayette Urban County Government (LFUCG) for the following: 1.	Myron Thompson
Granting of a Portion of Millcreek Elementary School for a Temporary	
Construction Easement	
12. Approval of Design Consultant for the Construction of the New	Myron Thompson
Middle School on Polo Club Boulevard	Wryton Thompson
13. Approval of Design Consultant for the Construction of the New	Myron Thompson
Girls' STEM School (K-8) on a Site to be Determined	J · · · · ·
J. APPROVAL OF ACTION ITEMS:	
1. School-wide Fundraising Projects	School Chiefs
2. Resolution of Board of Education of Fayette County, Kentucky,	John White
Relating to the Issuance of Fayette County School District Finance	
Corporation School Building Revenue Bonds, Series 2020B	
3. Resolution of Board of Education of Fayette County, Kentucky,	John White
Relating to the Issuance of Fayette County School District Finance	
Corporation School Building Refunding Revenue Bonds, Series 2020C	
4. Monthly Financial Reports	Rodney Jackson
K. INFORMATIONAL ITEMS:	
1. School Activity Funds Report	Rodney Jackson
2. Personnel Changes	Jennifer Dyar
L. ORAL COMMUNICATIONS:	
1. Board Request Summary	
A motion is in order to approve the following Board requests:	
a	
b	
C	
2. Other Business	
a. Board Discussion of Board Work	
b. Staff M. MOTION MARKING ACENDA DART OF THE OFFICIAL DOADD	
<b>M.</b> MOTION MAKING AGENDA PART OF THE OFFICIAL BOARD MINUTES:	
A motion is in order to: "make the agenda dated October 26, 2020 on which	
action has been taken at this meeting, a part of the minutes as if copied in the	
minutes verbatim."	
N. CLOSED SESSION:	

# 1. Reconvene in Open Session

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

## O. 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.



October 21, 2020

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

The undersigned Secretary of Fayette County School District Finance Corporation (the "Corporation") hereby gives notice to the Board of Directors of the Corporation that a special meeting of the Board of Directors of the Corporation has been called by the Corporation's President and will be convened in the Norsworthy Auditorium of the Fayette County Board of Education, 701 East Main Street, Lexington, Kentucky, on the 26th day of October, at the hour of 5:50 P.M., EDT, for the purpose of taking appropriate official action on: (a) approving a resolution authorizing the sale and issuance of School Building Revenue Bonds, Series 2020B in the approximate amount of \$21,575,000 for the purpose of paying the costs (not otherwise paid) of (1) 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 (2) the acquisition of property for a new career technology center facility located at 100 Midland Avenue in Lexington; and (3) paying related costs, such sale and issuance being contingent upon the granting of an approval by the Fayette County Board of Education, and approving a Contract of Lease and Rent with the Board of Education and related documents; and (b) approving a resolution authorizing the sale and issuance of School Building Refunding Revenue Bonds, Series 2020C in the approximate amount of \$33,025,000 for the purpose of refunding the Corporation's School Building Revenue Bonds, Series 2011A and paying related costs, approving a Contract of Lease and Rent with the Board of Education and related documents

Sincerely,

Emmanuel Caulk Secretary

Notice of the special meeting was distributed by fax or personal delivery, and posted at a conspicuous place at the Fayette County Board of Education offices, this 21st day of October 2020.

Editor, Courier Journal Editor, The Lexington Herald-Leader

News Director, WLAP Radio News Director, WVLK Radio News Director, WKQQ Radio

News Director, WEKU-FM Radio

News Director, WKYT-TV

News Director, WTVQ-TV News Director, WLEX-TV News Director, WJMM
News Director, WUKY Radio
News Director, KY News Network
Fayette County Board of Education
President, F.C.E.A. and 16<sup>th</sup> District PTA

#### 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 • <u>www.fcps.net</u>

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



Physical address; Fayette County Public Schools 701 East Main Street Lexington, KY 40502 Mailing address: Fayette County Public Schools 1126 Russell Cave Rd Lexington, KY 40505-3412

Fayette County School
District Finance Corporation
Special Meeting – 5:50 p.m.
Norsworthy Auditorium – October 26, 2020

A.	Call to order by the President	, Stephanie Spires at	PM.
В.	A motion is in order to: Approve a resolution authorizing the sale and issuance of School Building Revenue Bonds, Series 2020B in the approximate amount of \$21,575,000 for the purpose of paying the costs (not otherwise paid) of 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 the acquisition of property for a new career technology center facility located at 100 Midland Avenue in Lexington; and paying related costs, such sale and issuance being contingent upon the granting of an approval by the Fayette County Board of Education, and approving a Contract of Lease and Rent with the Board of Education and related documents		
C.	A motion is in order to: Approve a resolution authoriz Refunding Revenue Bonds, S \$33,025,000 for the purpose Revenue Bonds, Series 2011	, Seconded by sing the sale and issuance of S Series 2020C in the approximation of refunding the Corporation's A and paying related costs, append of Education and related do	chool Building te amount of School Building proving a Contract of
D.	Moved by Motion to adjourn:	, Seconded by	_Vote
	Moved by	_, Seconded by	Vote

## 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 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 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

#### **BOND RESOLUTION**

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COUNTY SCHOOL DISTRICT CORPORATION AUTHORIZING THE SALE AND ISSUANCE OF SCHOOL BUILDING REVENUE BONDS, SERIES 2020B, FOR THE PURPOSES OF (A) FINANCING THE ACQUISITION OF PROPERTY FOR A NEW MIDDLE SCHOOL AND A NEW **ELEMENTARY** SCHOOL; (B) **FINANCING** ACQUISITION OF PROPERTY FOR AND A NEW CAREER TECHNOLOGY CENTER FACILITY AND (C) PAYING RELATED COSTS; PROVIDING FOR THE CREATION OF A FUND TO PAY THE INTEREST ON AND PRINCIPAL OF THE SERIES 2020B BONDS AS AND WHEN THEY BECOME DUE; AUTHORIZING THE EXECUTION OF A LEASE OF CERTAIN SCHOOL PROPERTIES TO THE BOARD OF EDUCATION OF COUNTY; **PROVIDING FOR** COMPETITIVE SALE OF THE SERIES 2020B BONDS; AND AUTHORIZING RELATED DOCUMENTS AND ACTIONS.

Adopted October 26, 2020

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A RESOLUTION OF THE BOARD OF DIRECTORS OF THE **FAYETTE** COUNTY SCHOOL DISTRICT **FINANCE** CORPORATION AUTHORIZING THE SALE AND ISSUANCE OF SCHOOL BUILDING REVENUE BONDS, SERIES 2020B, FOR THE PURPOSES OF (A) FINANCING THE ACQUISITION OF PROPERTY FOR A NEW MIDDLE SCHOOL AND A NEW **ELEMENTARY FINANCING** SCHOOL; **(B)** ACQUISITION OF PROPERTY FOR AND A NEW CAREER TECHNOLOGY CENTER FACILITY AND (C) PAYING RELATED COSTS; PROVIDING FOR THE CREATION OF A FUND TO PAY THE INTEREST ON AND PRINCIPAL OF THE SERIES 2020B BONDS AS AND WHEN THEY BECOME DUE; AUTHORIZING THE EXECUTION OF A LEASE OF CERTAIN SCHOOL PROPERTIES TO THE BOARD OF EDUCATION OF COUNTY; **PROVIDING FOR** COMPETITIVE SALE OF THE SERIES 2020B BONDS; AND AUTHORIZING RELATED DOCUMENTS AND ACTIONS.

#### **PREAMBLE**

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

WHEREAS, the Board of Education of Fayette County, Kentucky has directed the Fayette County School District Finance Corporation to finance (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 Corporation will assist in providing funds to pay costs (to the extent not otherwise provided to be paid) of the acquisition of the Projects, and the agreements for the acquisition of the Projects have been filed in the office of the Board of Education and approved by the Board of Education and by the State Department of Education; and

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

**WHEREAS**, in order to pay the costs of the acquisition and related costs of the Projects, it has been determined to be necessary to issue the Series 2020B Bonds, all pursuant to and as permitted by KRS Sections 162.120 through 162.300 and KRS 162.385.

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

Section 1. Affirmation Of Preamble Recitals; Authorization Of Series 2020B Bonds. All statements and recitals set forth in the preamble of this Resolution are hereby affirmed and adopted as a part of this Resolution.

For the purposes recited in the preamble hereof and pursuant to the Constitution and laws of the Commonwealth, particularly KRS 162.120 through 162.300 and KRS 162.385, there are hereby authorized to be issued \$21,575,000 aggregate principal amount of Series 2020B Bonds provided that such aggregate principal amount, together with corresponding amounts of annual maturities as set out in Section 2 hereof, may be increased by as much as \$2,155,000 (in \$5,000 denominations) and decreased by any amount (in \$5,000 denominations), and principal maturities may be otherwise adjusted, upon the sale of the Series 2020B Bonds, by the Corporation's Financial Advisor, acting on the Corporation's behalf, as hereinafter provided in Section 16 hereof.

# Section 2. Description Of Series 2020B Bonds.

(a) Payment Of Principal And Interest; Other Provisions. The Series 2020B Bonds shall be dated the date of original issuance and delivery and shall bear interest payable on each June 1st and December 1st, beginning June 1, 2021, to maturity or redemption and payment of the Series 2020B Bonds. Interest on each Series 2020B Bond not registered in Book-Entry Form to a Securities Depository shall be paid by check drawn upon the Paying Agent and Bond Registrar, to be designated as hereinafter described, and mailed to each Registered Holder at the address of such Registered Holder as it appears on the registration books of the Paying Agent and Bond Registrar. Old National Wealth Management, Evansville, Indiana, or such other bank or trust company as the Treasurer of the Corporation shall select, is hereby designated and appointed as the Paying Agent and Bond Registrar.

The principal of the Series 2020B Bonds not registered in Book-Entry Form to a Securities Depository shall be payable to the respective Registered Holders without exchange or collection charges, in lawful money of the United States of America, upon their presentation and surrender as they respectively become due and payable, whether at maturity or by prior redemption, at the designated office of the Paying Agent and Bond Registrar. The Series 2020B Bonds shall be issued and reissued by the Paying Agent and Bond Registrar from time to time only as fully registered bonds without coupons in the denominations of \$5,000 and any integral multiple thereof, as hereinafter provided. Unless the Corporation shall otherwise direct, the Series 2020B Bonds shall be numbered separately from 1 upward.

Principal of and interest on Series 2020B Bonds registered in Book-Entry Form in the name of the Securities Depository or the Securities Depository Nominee shall be payable by wire transfer from the Paying Agent and Bond Registrar to the Securities Depository or its Securities Depository Nominee.

The Series 2020B Bonds shall bear interest at a rate or rates to be established by the Corporation on the basis of competition after the Series 2020B Bonds are offered for sale at an advertised, public, competitive sale as hereinafter provided. The Record Date is to be used for the purpose of determining the Registered Holder to whom interest shall be payable on the next succeeding interest payment date, and the Paying Agent and Bond Registrar may treat for such purpose the person in whose name any Series 2020B Bond is registered on the Record Date as the Registered Holder thereof. Interest shall be computed on the basis of a year of 360 days consisting of twelve 30-day months.

The Series 2020B Bonds shall mature and/or be subject to mandatory redemption on December 1 of the years 2021 through 2040, in such principal amounts, and shall bear interest payable semiannually on June 1 and December 1 of each year at an interest rate or rates to be fixed by the Corporation as a result of the advertised sale of the Bonds.

All of the Series 2020B Bonds, together with interest thereon, shall be payable only out of the Sinking Fund, hereinafter created, and shall be a valid claim of the Registered Holder thereof only against the Sinking Fund and the revenues of the Projects pledged to the Sinking Fund.

(b) Series 2020B Bonds Issued In Book-Entry Form. The Series 2020B Bonds shall initially be issued in Book-Entry Form and registered in the name of the Securities Depository or the Securities Depository Nominee as provided in this Section 2(b). Except when the Series 2020B Bonds are no longer issued in Book-Entry Form as provided below in this Section 2(b), the Series 2020B Bonds shall be registered in the name of the Securities Depository or the Securities Depository Nominee, and ownership thereof shall be maintained in Book-Entry Form by the Securities Depository for the account of the Participants thereof. Initially, the Series 2020B Bonds shall be registered in the name of Cede & Co., as the nominee of The Depository Trust Company, which shall be the initial Securities Depository. Each of the Corporation's President, Treasurer, or Secretary is authorized to approve and execute on the Corporation's behalf a letter of representations or other appropriate instrument with The Depository Trust Company (to which the Paying Agent and Bond Registrar may also be a party) relating to the issuance and administration of the Series 2020B Bonds in Book-Entry Form.

Except when the Series 2020B Bonds are no longer issued in Book-Entry Form as provided below in this Section 2(b), the Series 2020B Bonds may be transferred, in whole but not in part, only to the Securities Depository or the Securities Depository Nominee, or to a successor Securities Depository selected or approved by the Corporation or to a nominee of such successor Securities Depository.

As to any Series 2020B Bond, the person in whose name the Series 2020B Bond shall be registered shall be the Registered Holder and the absolute owner thereof for all purposes, and payment of or on account of the principal of and interest on any such Series 2020B Bond shall be made only to or on the order of the Registered Holder thereof or its legal representative.

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

- (i) the accuracy of the records of the Securities Depository or any Participant with respect to any beneficial ownership interest in the Series 2020B Bonds;
- (ii) the delivery to any Participant, any beneficial owner of the Series 2020B Bonds, or any other person, other than the Securities Depository, of any notice with respect to the Series 2020B Bonds; or
- (iii) the payment to any Participant, any beneficial owner of the Series 2020B Bonds, or any other person, other than the Securities Depository, of any amount with respect to the principal or interest on the Series 2020B Bonds.

So long as any Series 2020B Bonds are registered in Book-Entry Form, the Corporation and the Paying Agent and Bond Registrar may treat the Securities Depository as, and deem the Securities Depository to be, the absolute owner and the Registered Holder of such Series 2020B Bonds for all purposes whatsoever, including:

- (i) the payment of principal and interest on the Series 2020B Bonds;
- (ii) giving notices of redemption and other matters with respect to the Series 2020B Bonds;
  - (iii) registering transfers with respect to the Series 2020B Bonds;
  - (iv) selection of Series 2020B Bonds for redemption; and
  - (v) for purposes of obtaining any consents under this Resolution.

If at any time the Securities Depository notifies the Corporation that it is unwilling or unable to continue as Securities Depository with respect to the Series 2020B Bonds, or if at any time the Securities Depository shall no longer be registered or in good standing under the Securities Exchange Act or other applicable statute or regulation and a successor Securities Depository is not appointed by the Corporation within ninety days after the Corporation receives notice or becomes aware of such condition, as the case may be, then this Section 2(b) shall no longer be applicable and the Corporation shall execute and the Paying Agent and Bond Registrar shall authenticate and deliver certificates representing the Series 2020B Bonds to the Registered Holders.

Payment of principal of and interest on any Series 2020B Bonds not registered in Book-Entry Form shall be made as provided in Section 2(a) hereof.

### Section 3. Redemption Of Series 2020B Bonds.

- (a) Mandatory Sinking Fund Redemption. If the successful bidder and original purchaser of the Series 2020B Bonds so elects in accordance with the provisions of Section 16 hereof and as may be provided in the official action of the Corporation's President, Treasurer, or Secretary awarding the Series 2020B Bonds to such original purchaser, the Series 2020B Bonds stated to mature on the maturity dates set out in the successful bid of such original purchaser shall be combined to comprise the maturities of Term Bonds as set out in said successful bid and in said official action; and such Term Bonds shall be subject to mandatory redemption in part, at the selection of the Paying Agent and Bond Registrar by lot in such manner as the Paying Agent and Bond Registrar may determine, from moneys in the Sinking Fund on each applicable December 1st at par plus accrued interest to the redemption date, according to the mandatory sinking fund redemption schedule or schedules set out in said official action.
- **(b) Optional Redemption**. The Series 2020B Bonds shall be subject to optional redemption by the Corporation, at its option, in whole or in part at any time or times in any order of maturity (less than all of a single maturity to be selected by lot in such manner as the Paying Agent and Bond Registrar may determine) at the redemption price of 100% of the principal amount thereof plus accrued interest to the redemption date The optional redemption date shall be determined by the Treasurer of the Corporation and set forth in the Official Terms and Conditions of Bond Sale for the Series 2020B Bonds.

The Series 2020B Bonds being optionally redeemed shall be called for redemption by the Paying Agent and Bond Registrar as herein provided upon receipt by the Paying Agent and Bond Registrar at least thirty-five days before the redemption date of a certificate of the Corporation or the Board of Education specifying the principal amount and maturities of the Series 2020B Bonds so to be called for redemption and the applicable redemption price or prices.

(c) Other Redemption Provisions. The Paying Agent and Bond Registrar shall cause notice of the call for any redemption, identifying the Series 2020B Bonds or portions thereof (\$5,000 or any integral multiple thereof) to be redeemed, to be sent by first class mail at least thirty days but no more than sixty days before the date fixed for redemption to the Registered Holder of each Series 2020B Bond to be redeemed at the address shown on the registration books maintained by the Paying Agent and Bond Registrar. Failure to give such notice by mailing or any defect therein in respect of any Series 2020B Bond shall not affect the validity of any proceedings for the redemption of any other Series 2020B Bond. Any notice mailed as provided in this Section 3(c) shall be conclusively presumed to have been duly given, irrespective of whether the Registered Holder receives the notice.

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

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

Upon the giving of notice and the deposit of adequate funds in the Sinking Fund for redemption of Series 2020B Bonds, interest on the Series 2020B Bonds or portions thereof so called for redemption shall cease to accrue after the date fixed for redemption. No payment of principal or interest shall be made by the Paying Agent and Bond Registrar upon any Series 2020B Bond or portion thereof called for redemption until such Series 2020B Bond or portion thereof shall have been delivered to the Paying Agent and Bond Registrar for payment or cancellation, or the Paying Agent and Bond Registrar shall have received the items required by Section 6 hereof with respect to any mutilated, lost, stolen, or destroyed Series 2020B Bond.

A portion of any Series 2020B Bond subject to redemption may be redeemed, but Series 2020B Bonds shall be redeemed only in the principal amount of \$5,000 each or any integral multiple thereof. Upon surrender of any Series 2020B Bond for redemption in part only, the Corporation shall execute and the Paying Agent and Bond Registrar shall register, authenticate, and deliver to the holder thereof, within a period of three days from surrender of such Series 2020B Bond to the Paying Agent and Bond Registrar, at the Corporation's expense, a new Series 2020B Bond or Series 2020B Bonds of the same maturity, of authorized denominations, and in aggregate principal amount equal to the unredeemed portion of the Series 2020B Bond surrendered.

With reference to Section 16 hereof, if the date of competitive sale of the Series 2020B Bonds (presently contemplated to be November 12, 2020) is postponed and rescheduled for a later time in calendar year 2021 (through December 31, 2021), the Corporation's President, Treasurer, or Secretary shall be authorized to act on the Corporation's behalf in adjusting, upon the advice of the Financial Advisor, some or all of the foregoing terms and provisions of the Series 2020B Bonds, including the date of the Series 2020B Bonds, the principal maturity schedule and the optional redemption dates, and the related terms and provisions of the Contract of Lease and Rent.

Section 4. Execution Of Series 2020B Bonds; Limited Obligation. The Series 2020B Bonds shall be executed on the Corporation's behalf by the manual or reproduced facsimile signature of its President and shall have impressed or imprinted thereon either a true impression or a reproduced facsimile of the Corporation's official seal and shall be attested with the manual or reproduced facsimile signature of its Secretary. An authorized facsimile signature shall have the same force and effect as a manual signature. In case any officer of the Corporation whose signature or a facsimile of whose signature shall appear on the Series 2020B Bonds shall cease to be such officer before the delivery of such Series 2020B Bonds, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

The Series 2020B Bonds are not and shall never in any event become general obligations of the Corporation or the Board of Education but are special and limited obligations of the Corporation payable solely from the Sinking Fund as hereinafter provided, and the Sinking Fund and the revenues of the Projects are hereby specifically assigned and pledged to the Bondholders for the amortization of the Series 2020B Bonds in the manner and to the extent provided herein. The Series 2020B Bonds and the interest thereon shall never constitute a debt, indebtedness or pledge of the faith and credit of the Corporation or the Board of Education within the meaning of any provision or limitation of the Constitution or statutes of the Commonwealth, and shall not constitute or give rise to a pecuniary liability of the Corporation or the Board of Education or a charge against the general credit of either or against the taxing power of the Board of Education. The Corporation shall not be obligated to pay the principal of the Series 2020B Bonds or the interest thereon or other costs incident thereto except from the revenues and amounts pledged therefor.

**Section 5. Form Of Series 2020B Bonds**. The Series 2020B Bonds shall be issued only in the form of bonds registered as to payment of both principal and interest in substantially the following form, with necessary and appropriate variations, omissions, and insertions as permitted or required by this Resolution, set forth at **EXHIBIT B** attached hereto.

Section 6. Mutilated, Lost, Stolen, Or Destroyed Series 2020B Bonds. If any Series 2020B Bond is mutilated, lost, stolen, or destroyed, the Corporation may execute and the Paying Agent and Bond Registrar may authenticate and deliver a new Series 2020B Bond of like series, date, maturity, and denomination as that mutilated, lost, stolen, or destroyed; provided that, in the case of any mutilated Series 2020B Bond, such Series 2020B Bond shall first be surrendered to the Paying Agent and Bond Registrar, and in the case of any lost, stolen, or destroyed Series 2020B Bond, there shall be first furnished to the Corporation and the Paying Agent and Bond Registrar evidence of such loss, theft, or destruction satisfactory to them and such indemnity as the Corporation and the Paying Agent and Bond Registrar may require. If any such Series 2020B Bond shall have matured, in lieu of issuing a duplicate Series 2020B Bond, the Corporation may pay the same without surrender thereof. The Corporation and the Paying Agent and Bond Registrar may charge the holder or owner of such Series 2020B Bond their reasonable fees and expenses in this connection.

**Section 7.** Registration, Authentication, Transfer, And Exchange Of Series 2020B Bonds. So long as any Series 2020B Bonds remain outstanding, the Paying Agent and Bond Registrar shall keep and maintain at its designated office, complete registration books for the Series 2020B Bonds and shall provide for the registration and transfer of Series 2020B Bonds in accordance with the terms of this Resolution. Each Series 2020B Bond shall be authenticated by the Paying Agent and Bond Registrar. Except as may be otherwise provided in Section 2(b) hereof for Series 2020B Bonds registered in Book-Entry Form in the name of the Securities Depository or the Securities Depository Nominee, each Series 2020B Bond shall be transferable only upon the presentation and surrender thereof at the principal office of the Paying Agent and Bond Registrar, duly endorsed for transfer or accompanied by an assignment duly executed by the Registered Holder or his authorized representative. Upon receipt of any such Series 2020B Bond, duly

endorsed for transfer or accompanied by any assignment for transfer, the Paying Agent and Bond Registrar shall transfer such Series 2020B Bond within a period of three days by reissuing such Series 2020B Bond, duly executed by the Corporation and authenticated by the Paying Agent and Bond Registrar, and delivering the same to the new Registered Holder thereof forthwith.

The Paying Agent and Bond Registrar shall not be required to transfer or exchange any Series 2020B Bond (a) during any period beginning five days before the selection by the Paying Agent and Bond Registrar of Series 2020B Bonds to be redeemed before maturity and ending on the date of mailing of notice of any such redemption or (b) if such Series 2020B Bond has been selected or called for redemption in whole or in part.

Except as may be otherwise provided in Section 2(b) hereof for Series 2020B Bonds registered in Book-Entry Form in the name of the Securities Depository or the Securities Depository Nominee, each Series 2020B Bond shall be exchangeable upon the presentation and surrender thereof at the designated office of the Paying Agent and Bond Registrar for a Series 2020B Bond or Series 2020B Bonds of the same maturity, in the denomination of \$5,000 or an integral multiple thereof, in an aggregate principal amount or amounts equal to the unpaid principal amount of the Series 2020B Bond or Series 2020B Bonds presented for exchange. The Paying Agent and Bond Registrar shall and is hereby authorized to authenticate and deliver Series 2020B Bonds delivered in exchange for surrendered Series 2020B Bonds in accordance herewith. Each Series 2020B Bond delivered in exchange for a surrendered Series 2020B Bond shall constitute an original contractual obligation of the Corporation and shall be entitled to the benefits and security of this Resolution to the same extent as the Series 2020B Bond or Series 2020B Bonds in lieu of which any Series 2020B Bond is delivered in exchange. Any Series 2020B Bonds surrendered for exchange shall be cancelled by the Paying Agent and Bond Registrar and the Paying Agent and Bond Registrar shall maintain a complete record of all exchanges, transfers and cancellations of Series 2020B Bonds and shall make a report thereof to the Corporation on not less than an annual basis.

Except as may be otherwise provided in Section 2(b) hereof for Series 2020B Bonds registered in Book-Entry Form in the name of the Securities Depository or the Securities Depository Nominee, no service charge or other transfer fee shall be charged to any Bondholder in connection with any transfer or exchange of a Series 2020B Bond. However, the Registered Holder of any Series 2020B Bond may be required to pay an amount equal to any tax or other governmental charge, if any, that may be imposed in connection with the transfer or exchange of any Series 2020B Bond.

Section 8. Destruction of Series 2020B Bonds. Whenever any outstanding Series 2020B Bond shall be delivered to the Paying Agent and Bond Registrar for cancellation thereof pursuant to this Resolution, upon payment of the principal amount or interest represented thereby or for replacement or exchange, such Series 2020B Bonds, following such replacement or exchange, shall be promptly cancelled and destroyed by the Paying Agent and Bond Registrar and counterparts of a certificate of destruction evidencing such destruction shall be furnished by the Paying Agent and Bond Registrar to the Corporation.

All Series 2020B Bonds which have been redeemed shall not be reissued but shall be cancelled and destroyed by the Paying Agent and Bond Registrar in accordance with this Section 8.

Section 9. Appointment And Duties Of Paying Agent And Bond Registrar. The Corporation hereby appoints Old National Wealth Management, Evansville, Indiana, or such other bank or trust company as the Treasurer of the Corporation shall select, as Paying Agent and Bond Registrar for the Series 2020B Bonds. Pursuant to a Paying Agency Agreement, the Paying Agent and Bond Registrar shall maintain a complete and current record of each Series 2020B Bond issued, the name and address of each Registered Holder of any Series 2020B Bonds, and such additional information as may be required for compliance with applicable laws and regulations. The Paying Agent and Bond Registrar will also make all payments of interest on the Series 2020B Bonds and pay principal on the Series 2020B Bonds as herein provided.

The recitals of fact herein and in the Series 2020B Bonds contained shall be taken as the statements of the Corporation and the Paying Agent and Bond Registrar assumes no responsibility for the correctness of the same. The Paying Agent and Bond Registrar makes no representations as to the validity or sufficiency of this Resolution or of any Series 2020B Bonds issued hereunder or in respect of the security afforded by this Resolution, and the Paying Agent and Bond Registrar shall not incur any responsibility in respect thereof. The Corporation shall, however, be responsible for its representations contained in the Series 2020B Bonds. The Paying Agent and Bond Registrar shall not be under any responsibility or duty with respect to the issuance of the Series 2020B Bonds for value or the application of the proceeds thereof or the application of any moneys paid to the Corporation. The Paying Agent and Bond Registrar shall be under no obligation or duty to perform any act which would involve it in expense or liability or to institute or defend any suit in respect hereof, or to advance any of its own moneys, unless properly indemnified. The Paying Agent and Bond Registrar shall be protected in acting upon any notice, resolution, request, consent, order, certificate, report, opinion, bond, or other paper or document reasonably believed by it to be genuine, and to have been signed or presented by the proper party or parties. The Paying Agent and Bond Registrar may consult with counsel, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith. Whenever the Paying Agent and Bond Registrar shall deem it necessary or desirable that a matter be proved or established before taking or suffering any action hereunder, including payment of moneys out of any fund, such matter (unless other evidence in respect thereof be herein specifically prescribed) may be deemed to be conclusively proved and established by a certificate signed by an authorized officer of the Corporation and such certificate shall be full warrant for any action taken or suffered in good faith under the provisions of this Resolution upon the faith thereof, but in its discretion the Paying Agent and Bond Registrar may in lieu thereof accept other evidence of such fact or matter or may require such further or additional evidences as to it may seem reasonable. Except as otherwise expressly provided herein, any request, order, notice, or other direction required or permitted to be furnished pursuant to any provision hereof by the Corporation to the Paying Agent and Bond Registrar shall be sufficiently executed in the Corporation's name by its President, Secretary, or Treasurer. The Paying Agent and Bond

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

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

The Paying Agent and Bond Registrar may become the owner of any Series 2020B Bonds, with the same rights it would have if it were not the Paying Agent and Bond Registrar. The Paying Agent and Bond Registrar and any other fiduciary may act as depository for, or permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of Bondholders or to effect or aid in any reorganization growing out of the enforcement of the Series 2020B Bonds or this Resolution, whether or not any such committee shall represent the holders of a majority in principal amount of the Series 2020B Bonds then outstanding.

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

**Section 10.** Lease Of Projects; Funds. Upon the issuance of the Series 2020B Bonds, the Projects located on the site in the Fayette County School District described in Appendix A to the Contract of Lease and Rent shall for the purpose of this Resolution be leased, rented, and occupied as a revenue-producing undertaking on a rental year basis commencing as of December 1st of each year and ending on each succeeding last day of October, and the revenues from such lease, rental, and occupancy, including specifically the revenues from the Contract of Lease and Rent with the Board of Education hereinafter described, shall be set aside and held apart from all other funds of the Corporation and shall be apportioned, as follows:

(a) The Corporation hereby establishes with the Paying Agent and Bond Registrar a fund to be known as the "Fayette County School District Finance Corporation School Building Revenue Bond and Interest Redemption Fund, Series 2020B", into which there shall be

paid and set aside all or such portion of the revenues from the Projects as will be sufficient to pay the interest on and principal of the Series 2020B Bonds as the same are scheduled to become due. All sums received as accrued interest in the issuance of the Series 2020B Bonds, if any, shall be paid into the Sinking Fund. It is hereby determined that the amount to be annually set aside from the revenues as aforesaid and paid into the Sinking Fund during each rental year for the purpose of paying the interest on and principal of the Series 2020B Bonds shall be the sum required to pay the interest coming due on the Series 2020B Bonds on June 1st of such rental year, together with the principal amount of the Series 2020B Bonds due to be paid on December 1st in the rental year plus the interest coming due on said date, based upon the interest rate or rates applicable to the Series 2020B Bonds.

The amount by which any such payment into the Sinking Fund in any rental year may exceed the aggregate amount of interest on and principal of the Series 2020B Bonds may be held therein as a reserve for subsequent annual interest and principal requirements. No further payments need to be made into the Sinking Fund whenever and so long as such amount of the Series 2020B Bonds payable therefrom shall have been retired such that the amount then held in the Sinking Fund is equal to the entire amount required to accomplish retirement of all of the Series 2020B Bonds then remaining outstanding and to pay all interest to accrue thereon, and including the amount of any additional interest incident to redemption, in the event it is desired that any of said outstanding Series 2020B Bonds be redeemed before stated maturities as herein provided.

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

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

- (i) in direct obligations of the United States;
- (ii) in obligations fully guaranteed as to both principal and interest by the United States, having a maturity date before the date when the sums invested will be needed for meeting interest and principal payments;
- (iii) money market funds composed of obligations described in (i) or (ii) above and rated at least AAA (or the equivalent thereof) by Moody's Investors Service, Inc., or Standard & Poor's Ratings Services;

- (iv) in bank time deposits on an interest-bearing basis, evidenced by certificates of time deposit (issued in the name of the Sinking Fund and delivered into the custody of the Paying Agent and Bond Registrar), secured at all times by a valid pledge on the part of the issuer of said certificates of time deposit of obligations described in (i) or (ii) above having at all times during the continuance of each certificate a current market value (exclusive of accrued interest) at least equal to the full amount of such certificate. The custody of such obligations, whether actual or constructive, shall be in a financial institution other than the issuer of the certificate of time deposit in question. All such certificates of time deposit shall be issued so that the same may be reconverted into cash and deposited in the Sinking Fund as and when required to pay maturing principal and interest payments; or
- (v) in such other investments as may be authorized by law including those authorized by KRS 66.480, which specifically include, without limitation, certain collateralized repurchase agreements and forward purchase agreements.

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

The annual rental payments so required shall be made in semiannual installments on or before the 1<sup>st</sup> day of June and December of the respective rental years, the first such payment to be made on or before June 1, 2021. If the Board of Education fails to make a rental payment when due, the Paying Agent and Bond Registrar shall notify the Kentucky Department of Education of such failure.

The Sinking Fund shall be used solely and only and is hereby pledged for the purpose of paying interest on and principal of the Series 2020B Bonds as the same become due.

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

Such insurance shall be for the use and benefit of the holder or holders of any Series 2020B Bond or Series 2020B Bonds, it being the Corporation's intention to provide that insurance shall be carried which shall be at all times equal to at least the full insurable value of the Projects.

**Section 11. Contract Of Lease And Rent**. The Corporation hereby covenants and agrees with the Bondholders that it will faithfully and punctually perform all duties with reference to the Projects required by the Constitution and laws of the Commonwealth, including the making of reasonable and sufficient rentals for services rendered thereby, and will segregate said revenues and make application thereof to the respective funds created by this Resolution. The Corporation and its Board of Directors further irrevocably covenant, bind, and obligate

themselves to perform all duties imposed upon them by the Constitution and statutes of the Commonwealth in relation to maintaining the Projects. It is the Corporation's declared intention to continue to lease the Projects to the Board of Education for an extended period of years, as provided in the Board of Education Resolution, along with the proposed Contract of Lease and Rent, appended thereto, together with the form of this Resolution, have been previously submitted to the Corporation's Board of Directors. The Board of Education Resolution and the Contract of Lease and Rent, in substantially the form so submitted, are hereby accepted, approved, and made a part hereof; and either the President or the Vice President is hereby authorized to execute the Contract of Lease and Rent for and on behalf of the Corporation. The Corporation further binds and obligates itself not to sell, mortgage, or in any manner dispose of the Projects, including any and all additions that may be made thereto, except as specifically permitted and provided by this Resolution, until all the Series 2020B Bonds shall have been paid in full, both as to principal and interest. The Corporation further covenants and agrees with the Bondholders to maintain the Projects in good condition and to charge and collect rents for services rendered thereby so that the gross revenues will be sufficient at all times to provide for the payment of the interest on and the principal of the Series 2020B Bonds, as and when they mature, and to pay the maintenance cost of the Projects, including the cost of insurance, as hereinabove provided.

The Contract of Lease and Rent reserves to the Board of Education the right and option to prepay rent and thereby purchase from the Corporation any of the respective Projects and to obtain a reconveyance thereof by the Corporation to the Board of Education free and clear of all liens and encumbrances provided by KRS 162.200 and herein recognized, upon the condition that a sum sufficient to retire a commensurate amount of Series 2020B Bonds then outstanding is paid in full, subject, however, to any applicable restrictions that may hereafter be provided in the issuance of school building revenue bonds for properties constituting the Projects.

Section 12. Statutory Mortgage Lien; Releases And Conveyances. For the further protection of the Bondholders, a statutory mortgage lien upon the Projects is granted and created by KRS 162.200, which lien is hereby recognized and declared to be valid and binding upon the delivery of the Series 2020B Bonds; provided, however, that the Corporation shall have the right to erect or construct upon the Projects' sites described in the Contract of Lease and Rent structures and improvements to be used, leased and operated by the Board of Education and to issue bonds on a parity with the Series 2020B Bonds to finance said structures and improvements which will be secured by the statutory mortgage lien upon the Projects. Notwithstanding the foregoing, said statutory mortgage lien is and shall be restricted in its application to those portions of the Projects' sites physically occupied thereby, and such easements and rights-of-way for ingress, egress, and the rendering of services thereto as may be necessary for the proper use and maintenance of the same, the right being hereby reserved to erect or construct upon the Projects' sites described in the Contract of Lease and Rent other structures and improvements free and clear of said statutory mortgage lien, even though the same are connected by using as party walls one or more walls of structures which are subject to said mortgage lien, providing the same are capable of use as separate entities in themselves and have their own outside entrances, and providing no part of

the costs of said additional structures and improvements are paid from the proceeds of the Series 2020B Bonds or any parity bonds.

The Corporation reserves the right (at the request of the Board of Education) to release or convey, with or without consideration, free of the statutory mortgage lien herein created securing the Series 2020B Bonds, such easements, rights-of-way, licenses, or other rights over, upon, or beneath the surface of the land herein described as may reasonably be required for roads, utilities, drainage, or other public purposes, provided (a) no such release or conveyance shall interfere with the ownership and efficient operation of the Projects (and the actual land on which they are located); (b) ingress to and egress from the Projects shall not thereby be impaired; and (c) there shall be no reduction of the rentals otherwise required under the Contract of Lease and Rent.

Any holder of the Series 2020B Bonds, by suit, action, mandamus, or other proceedings, either at law or in equity, may enforce and compel the performance of all duties required by the Constitution and the statutes of the Commonwealth, including the charging and collection of sufficient rents and the segregation of revenues and income and the application thereof, and may by such action compel the performance of all duties imposed in the operation of an adequate school system as provided by law, but only insofar as the failure to perform such duties would or could affect the interests of any holder or holders of any Series 2020B Bond or Series 2020B Bonds.

If there is any default in the payment of the principal of or interest on any Series 2020B Bond, then upon the filing of suit by any holder of the Series 2020B Bonds any court having jurisdiction of the action may appoint a receiver to administer the Projects on behalf of the Corporation or the Board of Education, with power to charge and collect rents sufficient to provide for the payment of any Series 2020B Bond outstanding, and for the payment of the operating expenses, and to apply the income and revenues in conformity with this Resolution and the provisions of the previously cited laws of Kentucky.

**Section 13. No Priorities Among Series 2020B Bonds**. Series 2020B Bonds authorized to be issued hereunder and from time to time outstanding shall not be entitled to priority one over the other in the application of the revenues of the Projects or with respect to the statutory mortgage lien securing their payment, regardless of the time or times of their issuance, it being the intention that there shall be no priority among such Series 2020B Bonds regardless of the fact that they may be actually issued and delivered at different times.

**Section 14. Additional Series 2020B Bonds**. While any of the Series 2020B Bonds or parity bonds herein permitted to be issued are outstanding, the Corporation shall not issue any additional bonds or incur any other obligations payable from the revenues of the Projects unless the lien and security of such bonds or other obligations on such revenues and on the Projects are made junior and subordinate in all respects to the lien and security of the Series 2020B Bonds; provided, however, that the Corporation hereby reserves the right and privilege of issuing additional bonds from time to time, payable from the income and revenues of the Projects and ranking on a parity with the Series 2020B Bonds, if and to the extent the issuance of such

additional parity bonds may be necessary to pay the costs, not otherwise available, of completing the acquisition of the Projects and the construction, installation, and equipping of structures and improvements upon the Projects' sites in accordance with plans and specifications approved by the Kentucky Department of Education and by the Board of Education, and filed in the office of the Board of Education; but before any such additional bonds ranking on a parity as aforesaid are issued, the issuance thereof shall be approved by the proper officials of the Kentucky Department of Education as required by law, and a supplemental contract of lease and rent shall have been entered into, under which the respective annual rental payments during the term of such additional bonds are increased by the amount of the annual interest and principal requirements of such additional bonds.

Section 15. Receipts and Disbursements. So long as any Series 2020B Bonds are outstanding, the person holding the office of Treasurer of the Board of Education shall be and is hereby designated the person to act on the Corporation's behalf in handling receipts, disbursements, and accounting in connection with the Series 2020B Bonds and the funds created by this Resolution with regard thereto, and the Treasurer of the Board of Education shall not be required to post any additional fiduciary bond unless the bond required to be posted by him or her by the Board of Education does not include his or her duties and responsibilities with regard to the Series 2020B Bonds. Upon evidence of the existence of such bond the Corporation shall accept the receipt of the Treasurer of the Board of Education for such Series 2020B Bond proceeds. The Treasurer of the Board of Education shall keep proper books of records and accounts (separate from all other records and accounts), in which complete and correct entries shall be made of all transactions relating to the Series 2020B Bonds and the Projects, and shall furnish on written request of any holder of Series 2020B Bonds, within ninety days after the close of each fiscal year, complete financial statements of the Projects in reasonable detail covering such fiscal vear.

Section 16. Series 2020B Bond Sale. The Bonds shall be sold at public sale after public notice thereof as required by KRS, and the President and/or the Secretary are hereby authorized and directed to publicize a Notice of Bond Sale in such form as is approved by the Kentucky Department of Education soliciting sealed, competitive bids for the purchase of the Series 2020B Bonds, the same to be received by a designated official of the Kentucky Department of Education or of the Kentucky School Facilities Construction Commission at his or her office in Frankfort, Kentucky, until a specified hour and day, as determined by the President, Treasurer, or Secretary (which time for receipt of bids may be rescheduled by the President or Treasurer, upon the advice of the Financial Advisor, to any date on or before December 31, 2021). The bids theretofore received shall be publicly opened and then considered by the Financial Advisor on the Corporation's behalf, and the best bid or bids, as the case may be, shall be determined by the Financial Advisor, with the approval of an officer of the Board of Education, on the Corporation's behalf.

The Series 2020B Bonds will be awarded to the bidder offering to purchase the Series 2020B Bonds at the lowest true interest cost to the Corporation based on the terms and provisions set forth in the Notice and Official Terms and Conditions of Bond Sale hereinafter described. If

two or more bidders offer bids at the same lowest true interest cost and the Corporation wishes to award the Series 2020B Bonds, or a portion thereof as herein provided, the Corporation shall determine by lot which bidder will be awarded such Series 2020B Bonds.

The Corporation reserves the right to increase the total amount of Series 2020B Bonds sold to the best bidder by an amount not exceeding \$2,155,000 (in \$5,000 denominations) or decrease the total amount of the Series 2020B Bonds sold to the best bidder by any amount (in \$5,000 denominations), if the Corporation determines the total amount of the increase or decrease in the total amount of Series 2020B Bonds sold to be in the best interests of the Board of Education, by increasing or decreasing any of the stipulated principal maturities. The Corporation further reserves the right to adjust principal maturities of the Series 2020B Bonds without changing the total amount of Series 2020B Bonds sold. In the event of any such adjustment, no rebidding or recalculating of the bids submitted will be required or permitted.

Bidders shall have the option of specifying that all of the principal amount of Series 2020B Bonds proposed to mature on any two or more consecutive dates may, in lieu of maturing on each of such dates, be Term Bonds scheduled to mature on the latest of such dates and be subject to mandatory sinking fund redemption at par in the manner described in Section 3 hereof on each of the dates and in the principal amounts as set out in said schedule (subject to adjustment as herein provided), except for the principal amount of Series 2020B Bonds scheduled to mature on the date of maturity of the Term Bonds, which shall mature on such date. Bidders may specify one or more of such Term Bonds.

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

The Financial Advisor, which will not submit a bid or participate in a syndicate that submits a bid for the Series 2020B Bonds at the public sale thereof, is acting as financial advisor to the Corporation in connection with the issuance of the Series 2020B Bonds and will receive a fee, payable from Series 2020B Bond proceeds, for its services as Financial Advisor.

Upon the occasion of the receipt of bids, and after examination and recommendations by the Financial Advisor, the Financial Advisor, on behalf of and as agent of the Corporation, is hereby authorized to, and the Financial Advisor shall, establish the rates of interest on and the total amount and principal maturities and mandatory sinking fund installments, if any, of the Series 2020B Bonds by completion and execution of the acceptance on the Official Bid Form of the successful bidder or bidders, a copy of which document shall be filed in the official records of the Corporation and the Board of Education, provided that the true interest cost on the Series 2020B Bonds shall not exceed 6% per annum.

If three or more bids for the Series 2020B Bonds are received as a result of the competitive sale, the Successful Purchaser will be required to certify on or before the issue date the reasonably expected initial offering price to the public as of the Sale Date for each Maturity of the Series 2020B

Bonds, which prices will represent the prices for each Maturity of the Series 2020B Bonds used by the Successful Purchaser to formulate its bid to purchase the Series 2020B Bonds.

If less than three bids for the Series 2020B Bonds are received as a result of the competitive sale, the Successful Purchaser, by submitting a bid pursuant to the Notice of Bond Sale, shall be deemed to have agreed in writing that the Successful Purchaser will certify on or before the issue date (and provide reasonable supporting documentation for such certification, such as a copy of the pricing wire or equivalent communication) for each Maturity of the Series 2020B Bonds (i) the first price at which at least 10% of each Maturity of the Series 2020B Bonds was sold to the Public, or (ii) that the Successful Purchaser will neither offer nor sell any of the Series 2020B Bonds of each Maturity to any person at a price that is higher than the initial offering price for such Maturity during the Holding Period for such Maturity.

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

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

A Notice and Official Terms and Conditions of Bond Sale having also been prepared in advance, in order to give a more complete description of the Series 2020B Bonds and specific instructions (including conditions not recited herein) calculated to bring about uniformity in the bidding, and containing the Official Bid Form, and the document having been examined by the Board of Directors, is hereby approved and authorized and shall be executed by the Corporation's President, Treasurer, or Secretary and furnished to interested bidders who may request it.

In addition to the foregoing, on the recommendation of the Financial Advisor bids may be taken or submitted electronically (provided all electronic proposals shall be deemed to incorporate in substance the provisions of the Official Bid Form). Any bid transmitted electronically shall be submitted through BIDCOMP/PARITY® and no other provider of electronic bidding services will be accepted. Bidders submitting an electronic proposal must fulfill any requirements of the bidding service provider over and above the requirements of the Corporation set forth in the Notice and Official Terms and Conditions of Bond Sale. Electronic bidding for the Series 2020B Bonds shall be made available to bidders solely as a courtesy by the Corporation. The Corporation shall assume no responsibility or liability for bids submitted through the electronic bidding service provider. Without limiting the generality of the foregoing disclaimers, the Corporation does not assume responsibility for any communications or negotiations between bidders and the electronic bidding service provider, or for any failure of the

provider to accurately or timely submit any electronic proposal. Any electronic proposal shall be deemed to incorporate all of the provisions of the Official Bid Form and the Notice and Official Terms and Conditions of Bond Sale. Each bidder shall be solely responsible for making necessary arrangements to access the electronic bidding service provider for purposes of submitting such bidder's bid in a timely manner and in compliance with the Corporation's requirements. The Corporation shall have no duty or obligation to provide or assure such access to any bidder. The Corporation shall not be responsible for proper operation of, or have any liability for, any delays or interruptions of, or any damages caused by, the provider's service. The Corporation shall use the provider's service solely as a communication mechanism, and not as the Corporation's agent, to conduct the electronic bidding for the Series 2020B Bonds. If any provision in the Notice and Official Terms and Conditions of Bond Sale conflicts with information provided by the electronic bidding service provider, the Notice and Official Terms and Conditions of Bond Sale shall control.

In addition, in connection with the Series 2020B Bond sale the Corporation and the Board of Education have caused to be prepared a Preliminary Official Statement. The Preliminary Official Statement and the use thereof by the Corporation in offering and selling the Series 2020B Bonds, with such modifications in accordance with the provisions and intent of this Resolution as may be recommended by the Financial Advisor and approved by an officer of the Corporation, is hereby expressly approved, the Corporation, through certain of its officials and employees, having reviewed the Preliminary Official Statement and having found the factual statements and the data therein to be accurate. The Preliminary Official Statement shall be supplemented following sale of the Series 2020B Bonds, and the Corporation's President is authorized to approve and sign such supplemented or final Official Statement on the Corporation's behalf, which is authorized for distribution in connection with the sale of the Series 2020B Bonds. The Preliminary Official Statement is in a form "deemed final" by the Corporation for purposes of SEC Rule 15c2-12(b)(1) but, as aforesaid, is subject to supplementation and completion following the sale of the Series 2020B Bonds. The Corporation's President, Treasurer, or Secretary is also hereby authorized and directed, on the recommendation of the Financial Advisor, to cause the Notice and Official Terms and Conditions of Bond Sale (including the Official Bid Form) and the Preliminary Official Statement to be posted on the Internet and through one or more nationally recognized municipal market information service providers. The electronic or physical distribution of the Notice and Official Terms and Conditions of Bond Sale (including the Official Bid Form) and the Preliminary Official Statement as herein provided is hereby ratified, authorized, and approved. If any provision in the Notice and Official Terms and Conditions of Bond Sale, herein approved, conflicts with information provided by an electronic information service provider, the Notice and Official Terms and Conditions of Bond Sale as herein approved shall control.

The Corporation's President and other officers, and each of them, together with the Financial Advisor, are further authorized to make such modifications to documents, including the provisions of this Resolution that are not in conflict with other provisions hereof and are necessary or desirable in connection with any rescheduling of the date of sale of the Series 2020B Bonds as provided in the first paragraph of this Section 16, and to enter into and to execute on the Corporation's behalf any and all certificates, opinions, instruments, and documents necessary

or desirable, upon the advice of counsel, to effectuate the sale and issuance of the Series 2020B Bonds and the investment of the proceeds thereof.

Disposition Of Proceeds Of The Series 2020B Bonds. When the Series Section 17. 2020B Bonds are sold and delivered, from the amount received from the purchaser there shall be paid, according to the written direction of the Corporation's President or Treasurer (which direction may include the establishment of a special, temporary trust account), all expenses incident to the authorization, sale, and delivery of the Series 2020B Bonds, including, but not limited to, the fee of the Financial Advisor, fees and expenses of counsel and the Paying Agent and Bond Registrar, and rating service charges; provided that all or a portion of such expenses may be paid from proceeds deposited in the Construction Fund hereinafter identified. Thereafter, the entire remaining proceeds of the Series 2020B Bonds shall be deposited in cash in the bank or trust company in Fayette County, Kentucky, designated at that time by the Treasurer of the Board of Education as the place for deposit of the funds of the Board of Education (initially, Fifth Third Bank) in the Board of Education's General Depository Account and such funds shall be accounted for separately as the "Fayette County School District Finance Corporation School Building Construction Fund, Series 2020B" (the "Construction Fund"). The Construction Fund shall be established and maintained as part of the Board of Education's General Depository Account in accordance with the requirements of the Kentucky Department of Education. The proceeds of the Series 2020B Bonds deposited into the Construction Fund, together with all earnings thereon, shall be transferred from time to time to each bank or trust company which may be subsequently designated by the Board of Education as the Board of Education's place of deposit of funds according to the Board of Education's plan of rotating deposits (each of which in succession upon such designation and deposit or transfer being hereinafter called the "Depository Bank") in accordance with the procedures set forth in this Section 17.

Subject to compliance with the laws of the Commonwealth of Kentucky and the rules, regulations, and requirements of the Kentucky Department of Education, if the Treasurer of the Board of Education shall determine at any time that the amount of Series 2020B Bond proceeds being held in the Construction Fund for the costs of the acquisition of the Projects exceeds the amount necessary to be disbursed therefrom for authorized purposes during the ensuing calendar month, the Treasurer may cause the Board of Education to invest such excess funds in Permitted Investments; provided, however, that such Permitted Investments shall be converted into cash and deposited in the Construction Fund as and when additional cash is required to pay the costs of the acquisition of the Projects. All such Permitted Investments shall be carried to the credit of the Construction Fund, and the income therefrom shall be deposited, as received, in the Construction Fund. Any expense necessarily incurred and reasonable as to amount in connection with the making of such Permitted Investments and the safekeeping thereof shall be paid out of the Construction Fund.

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

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

The proceeds of the Series 2020B Bonds deposited into the Construction Fund and the earnings thereon shall be used to pay the costs of acquisition of the Projects, and related capital costs (including capitalized interest). Each disbursement of funds from the Construction Fund made by the Board of Education to pay the costs of the acquisition of the Projects shall be paid out of the Board of Education's general depository account maintained with the Depository Bank.

Payments from the general depository account to pay the costs of the acquisition of the Projects shall be made upon checks drawn upon the Depository Bank by the Treasurer of the Board of Education. If, before the time when the Series 2020B Bonds have been delivered to the purchaser thereof and the proceeds are available, the Board of Education shall have found it necessary to advance from its own funds various sums for preliminary expenses related to the acquisition of the Projects, the aggregate of all such advances may be reimbursed to the Board of Education upon presentation by the Board of Education of statements signed by the Chairperson or Secretary of the Board of Education with regard thereto, in detail showing (a) that the amount or amounts for which reimbursement is requested are proper charges against the costs of the acquisition of the Projects, and (b) that after such requested reimbursement, the funds remaining in the Construction Fund will be sufficient to defray all remaining costs of the acquisition of the Projects. No reimbursement shall be made to the Board of Education if the effect thereof shall be to reduce the balance in the Construction Fund below the amount necessary to pay all remaining costs of the acquisition of the Projects.

After all payments from the Construction Fund have been made for the costs of the acquisition of the Projects, any balance remaining in the Construction Fund shall be (i) expended in the manner hereinbefore described for payment of costs of additional physical facilities for the Projects or such other school building facilities as the Board of Education shall determine; or (ii) transferred to the Sinking Fund as a segregated subaccount to be used to purchase (at 100% of par or less) or to redeem Series 2020B Bonds when redeemable, and such balance shall not be invested at a yield exceeding the yield on the Series 2020B Bonds.

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

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

**Section 18. Unclaimed Moneys**. If, after five years from the earlier of (a) the date of the final maturity of the Series 2020B Bonds, or (b) the date all Series 2020B Bonds shall have been duly called for redemption and the amount necessary to pay the Series 2020B Bonds, together with all interest accrued thereon, shall have been deposited to the Sinking Fund, as provided in this Resolution, there shall remain in the Paying Agent and Bond Registrar's possession unclaimed moneys deposited in the Sinking Fund for the payment of the Series 2020B Bonds, then and in that event all right, title, and interest of the respective Registered Holders for which said deposits were so made shall cease, determine, and become void, and the Paying Agent and Bond Registrar shall upon the Board of Education's written request turn over all such unclaimed deposits constituting the entire balance of the Sinking Fund to the Board of Education.

Section 19. Concurrence In Employment Agreements. The Board of Directors hereby concurs in the selection and designation of Financial Advisor, in connection with the issuance and sale of the Series 2020B Bonds, and further concurs in the selection and designation of Bond Counsel, the compensation of them to be paid solely from the proceeds of the Series 2020B Bonds. All actions previously taken by the officers and officials of the Corporation and the Board of Education with respect to such appointments are approved, ratified, and confirmed. The Financial Advisor shall be paid strictly in accordance with the limitations established in the fee schedule for services and expenses of financial advisors set forth in the regulations of the Kentucky Department of Education.

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

If there be any default in the payment of the principal of or interest on any of the Series 2020B Bonds then, upon the filing of suit by any holder of the Series 2020B Bonds, any court having jurisdiction of the action may appoint a receiver to administer the Projects on the Corporation's behalf with power to charge and collect rents sufficient to provide for the payment of the Series 2020B Bonds and to apply the income and revenues in conformity with this Resolution and the provisions of KRS Chapter 162.

Section 21. Tax Covenants And Representations. The Corporation further certifies and covenants to and for the benefit of the Bondholders that so long as any of the Series 2020B Bonds remain outstanding, moneys on deposit in any fund or account in connection with the Series 2020B Bonds, whether or not such moneys were derived from the proceeds of the sale of the Series 2020B Bonds or from any other sources, will not be invested or used in a manner that will cause the Series 2020B Bonds to be "arbitrage bonds" within the meaning of Code Section 103(b)(2) and Code Section 148, as the same presently exist or may from time to time hereafter be amended, supplemented, or revised. The Corporation's President, Treasurer, or Secretary, as the Corporation's officers charged with the responsibility for issuing the Series 2020B Bonds, and each of them, are hereby authorized and directed, for and on the Corporation's behalf, to execute

all papers, documents, certificates, and other instruments that may be required for evidencing compliance with federal tax rules, and any representations and certifications contained in such papers, documents, certificates, and other instruments so executed shall be deemed to constitute the Corporation's representations and certifications. For the benefit of the Bondholders and the reliance of Bond Counsel, the Corporation further represents, warrants, agrees, covenants, and certifies as follows:

- (a) Within the meaning of Code Section 141, and the Income Tax Regulations issued thereunder, over the term of the Series 2020B Bonds (i) less than 10% of the proceeds of the Series 2020B Bonds, if any, will be applied for any private business use, and the payment of the principal of or interest on less than 10% of the amount of the Series 2020B Bonds, if any, will be secured directly or indirectly by any interest in property used for a private business use, or payments in respect of such property, or will be derived directly or indirectly from payment (whether or not to the Corporation or the Board of Education) in respect of such property; (ii) at least 90% of the proceeds of the Series 2020B Bonds will be applied for a governmental use of the Corporation or the Board of Education; (iii) any private business use of the Projects will be related to such governmental use of the Corporation and the Board of Education and will not be unrelated or disproportionate; and (iv) none of the proceeds of the Series 2020B Bonds will be used, directly or indirectly, to make or finance loans to private persons. It is reasonably expected that over the term of the Series 2020B Bonds (1) the Projects will be available for general public use, in that they will be reasonably available for use by natural persons not engaged in a trade or business on the same basis as any other person or entity; (2) no nongovernmental person will have any special legal entitlement to use the Projects; and (3) there will be no direct or indirect payment made with respect to the Projects or the security of the Series 2020B Bonds by any persons or entities other than payment by the general public as described in clause (3) above.
- (b) Within the meaning of Code Section 148(f)(4)(C), it is reasonably expected that at least 75% of the net proceeds (including investment proceeds) of the Series 2020B Bonds will be used for capital expenditures with respect to property which is owned by a governmental unit, at least 10% of such proceeds will be spent for the governmental purposes of the issue within six months from the date the Series 2020B Bonds are issued, at least 45% of such proceeds will be spent for such purposes within one year from such date, at least 75% of such proceeds will be spent for such purposes within eighteen months from such date, and at least 100% of such proceeds will be spent within two years from such date. If for any reason the arbitrage rebate requirements of Code Section 148(f) should be deemed to apply to the Series 2020B Bonds, the Corporation will take all action necessary to comply therewith.
- (c) The Series 2020B Bonds are not federally guaranteed within the meaning of Code Section 149(b).
- (d) The Corporation will comply with the information reporting requirements of Code Section 149(e).

- **(e)** It is reasonably expected that, during the term of the Series 2020B Bonds, the Projects will not be disposed of; provided, however, should there be any disposition of any personal property constituting a part of the Projects because it is no longer suitable for its governmental purpose, it is reasonably expected that the fair market value of such personal property will not exceed 25% of its cost.
- (f) The weighted average maturity of the Series 2020B Bonds does not exceed 120% of the remaining weighted average useful life of the facilities comprising the Projects.
- expended any sums on the Projects that are to be reimbursed from the proceeds of the Series 2020B Bonds, other than (i) certain preliminary expenditures such as engineering and planning costs not exceeding 20% of the cash proceeds of the Series 2020B Bonds allocable to the Projects, (ii) expenditures made within sixty days before the date of adoption of this Resolution and (iii) expenditures before which the Corporation or the Board of Education had adopted an official intent resolution regarding reimbursement from tax-exempt bond proceeds. A reimbursement of a prior expenditure from proceeds of the Series 2020B Bonds shall be made only if such reimbursement occurs (1) before the later of eighteen months after (A) the date the expenditure was paid or (B) the date the facility for which the expenditure was paid was placed in service and (2) within three years after the date the expenditure was paid.
- **(h)** There are no other bonds or obligations of the Corporation or the Board of Education which are sold or issued at substantially the same time as the Series 2020B Bonds are sold pursuant to a common plan of financing together with the Series 2020B Bonds, or are payable out of substantially the same source of funds (or will have substantially the same claim to be paid out of substantially the same source of funds) as the Series 2020B Bonds.
- (i) The Corporation will not use or permit the use of any of the funds provided by the Series 2020B Bonds in such a manner as to, or take or omit to take any action that would, impair the exclusion from gross income for federal income tax purposes of interest on the Series 2020B Bonds. The Corporation shall at all times do and perform all acts and things permitted by law and necessary or desirable in order to assure that interest paid by the Corporation on the Series 2020B Bonds shall, for the purposes of federal income taxation, be excludable from gross income.
- **Section 22. Resolution Constitutes Contract**. The provisions of this Resolution shall constitute a contract between the Corporation and the Bondholders. After the issuance of any Series 2020B Bond no material change in the provisions of this Resolution may be made except as herein provided until all of the Series 2020B Bonds have been paid in full as to both principal and interest or funds sufficient therefor have been duly provided and deposited as set forth in Section 23 hereof.

Notwithstanding the foregoing provisions of this Section 22, the Corporation may amend or supplement this Resolution without the consent of any Bondholder (a) to evidence the initial designation and appointment or the succession of an institution as Paying Agent and Bond

Registrar; (b) to cure any ambiguity or to cure, correct, or supplement any defective or inconsistent provision contained herein or in any ordinance or other proceeding pertaining hereto; (c) to grant to or confer on the Paying Agent and Bond Registrar for the benefit of the Bondholders any additional right, remedy, power, authority, or security that may lawfully be granted or conferred and that is not contrary to or inconsistent with this Resolution as theretofore in effect; (d) to permit the Paying Agent and Bond Registrar to comply with any obligation imposed on it by law; (e) to achieve compliance of this Resolution with any federal tax law, regulation, or ruling; (f) to maintain or improve any rating on the Series 2020B Bonds; or (g) for any other purpose not inconsistent with the terms of this Resolution that shall not impair the security of the Bondholders or otherwise materially adversely affect the rights of the Bondholders.

**Section 23. Defeasance**. If the Corporation shall pay or cause to be paid, or there shall otherwise be paid to the Bondholders the total principal and interest due or to become due on the Series 2020B Bonds, at the times and in the manner stipulated therein and in this Resolution, then the pledge of this Resolution, and all covenants, agreements, and other obligations of the Corporation to the Bondholders, shall thereon cease, terminate, and become void and be discharged and satisfied.

The Corporation reserves the right at any time to cause the pledge of the revenues of the Projects and the statutory mortgage lien securing the Series 2020B Bonds, or any portion thereof, to be defeased and released by paying an amount into the Sinking Fund or an escrow fund established for such purpose sufficient, when invested (or sufficient without such investment, as the case may be) in direct obligations of the United States Government, to assure the availability in such escrow fund of an adequate amount (a) to call for redemption and to redeem and retire such Series 2020B Bonds, including principal and interest on the next or any optional redemption date, including all costs and expenses in connection therewith, and to pay all principal and interest falling due on such Series 2020B Bonds to and on said date, or (b) to pay all principal and interest requirements on such Series 2020B Bonds as the same mature, without redemption in advance of maturity, the determination of whether to defease under subpart (a) or (b) above or both to be made by the Corporation. Such United States Government obligations shall have maturities that will assure there will be sufficient funds for such purposes. If such defeasance is to be accomplished pursuant to subpart (a) above, the Corporation shall take all steps necessary to publish notice of the redemption of the Series 2020B Bonds or such portion thereof as herein provided. Upon the proper amount of United States Government obligations being placed in escrow and so pledged, the pledge of revenues securing the Series 2020B Bonds or such portion thereof shall be automatically fully defeased and released without any further action being necessary.

The immediately foregoing provisions are subject to the limitation that no such termination and release of the revenue pledge and the statutory mortgage lien shall be accomplished through the use of any funds or investments which, in the opinion of the Corporation's Bond Counsel, would adversely affect the exclusion of interest on any such Series 2020B Bond from gross income for federal income tax purposes.

**Section 24. Rebate Fund**. There is hereby created with the Depository Bank a special account of the Corporation designated the "Fayette County School Building Finance Corporation School Building Revenue Bonds, Series 2020B Rebate Fund". Amounts from time to time held in the Rebate Fund, if any, shall be invested in any of the investment obligations described in Section 10 hereof (to the extent practicable), shall not be subject to the lien of this Resolution, shall not constitute a part of the trust estate held for the benefit of the Bondholders and shall be dedicated to the United States of America to the extent of any obligation on the Corporation's part to rebate to the United States Cumulative Excess Earnings.

Within five days after the end of each Computation Period and within five days after the payment in full of all outstanding Series 2020B Bonds, the Corporation shall calculate the amount of Cumulative Excess Earnings as of the end of that Computation Period or the date of such payment, and shall also determine the amount then on deposit in the Rebate Fund. If the amount then on deposit in the Rebate Fund is in excess of the Cumulative Excess Earnings, the Corporation shall forthwith deposit that excess amount in the Sinking Fund. If the amount then on deposit in the Rebate Fund is less than the Cumulative Excess Earnings, the Corporation shall within five days deposit in the Rebate Fund an amount sufficient to cause the Rebate Fund to contain an amount equal to the Cumulative Excess Earnings. Within thirty days after the end of the fifth anniversary date of the issuance of the Series 2020B Bonds and every such fifth anniversary date thereafter, the Corporation shall pay to the United States in accordance with Code Section 148(f) from the moneys then on deposit in the Rebate Fund an amount equal to 90% (or such greater percentage not in excess of 100% as the Corporation may direct) of the Cumulative Excess Earnings as of the end of such fifth anniversary date. Within sixty days after the payment in full of all outstanding Series 2020B Bonds, the Corporation shall pay to the United States in accordance with Code Section 148(f) from the moneys then on deposit in the Rebate Fund an amount equal to 100% of the Cumulative Excess Earnings as of the date of such payment and any moneys remaining in the Rebate Fund following such payment shall be paid to the Sinking Fund.

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

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

**Section 27. Holidays**. If the date for making any payment or the last date for performance of any act or the exercising of any right, as provided in this Resolution, is not a business day for the Paying Agent and Bond Registrar, such payment may be made or act performed or right exercised on the next succeeding business day with the same force and effect as if done on the date stipulated in this Resolution and no interest shall accrue for the period after such stipulated date.

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

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

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

[Signature Page To Follow]

## [SIGNATURE PAGE TO BOND RESOLUTION]

ADOPTED BY THE BOARD OF DIRECTORS OF THE FAYETTE COUNTY SCHOOL DISTRICT FINANCE CORPORATION at a meeting held on June 22, 2020; and following such adoption signed by the President, attested by the Secretary, and declared to be in full force and effect according to law.

	Stephanie Spires, President
	Fayette County School District
	Finance Corporation
Attest:	-
Emmanuel Caulk, Secretary	
· · · · · · · · · · · · · · · · · · ·	
Fayette County School District	
Finance Corporation	

### **CERTIFICATION**

I, the undersigned Secretary of the Fayette County School District Finance Corporation, do hereby certify that (1) the foregoing is a true, correct and complete copy of a Resolution duly adopted by the Corporation's Board of Directors at a properly convened meeting of the Corporation's Board of Directors duly held on October 26, 2020, signed by the President thereof and attested by me as Secretary, as shown by the official records in my possession and under my control; (2) the meeting was held pursuant to proper call and written notice duly given in compliance with KRS 61.823 and KRS 273.257 to all members of the Board of Directors of the Corporation and any local news media required to be notified; and (3) all official actions taken at the meeting are currently in full force and effect.

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

Emmanuel Caulk, Secretary
Fayette County School District
Finance Corporation

# EXHIBIT A TO BOND RESOLUTION

### **DEFINITIONS**

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

"Agreed Participation" has the meaning provided in the Participation Agreement.

"Book-Entry Form" means a form or system, as applicable, under which (i) the ownership of beneficial interests in Series 2020B Bonds and principal and interest payments thereon may be transferred only through a book entry and (ii) physical Series 2020B Bond certificates in fully registered form are registered only in the name of a Securities Depository or its nominee as Registered Holder, with the physical Series 2020B Bond certificates held in the custody of a Securities Depository.

"Board of Education" means the Board of Education of Fayette County, Kentucky.

"Board of Education Resolution" means the Resolution adopted by the Board of Education on October 26, 2020 regarding the Series 2020B Bonds.

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

"Bondholder" refers to any Registered Holder of the Series 2020B Bonds.

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

"Commonwealth" means Commonwealth of Kentucky.

"Computation Period" means, with respect to the Series 2020B Bonds, the period of time over which Excess Earnings are required to be computed under Code Section 148(f) and related Treasury Regulations.

"Construction Fund" has the meaning provided in Section 17 hereof.

"Contract of Lease and Rent" means the Contract of Lease and Rent to be entered into by and between the Corporation and the Board of Education in connection with the Series 2020B Bonds.

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

"Cumulative Excess Earnings" means the amount of all Excess Earnings earned from the date of original delivery of the Series 2020B Bonds through the end of the relevant computation date, less the amount of any Excess Earnings paid to the United States pursuant to Section 24 herein.

"**Depository Bank**" has the meaning provided in Section 17 hereof.

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

- (i) is the excess of:
  - (1) the aggregate amount earned on all nonpurpose investments in which gross proceeds of the Series 2020B Bonds are invested (other than investments attributable to an excess described in this clause (i)); over
  - (2) the amount which would have been earned if such nonpurpose investments (other than amounts attributable to an excess described in this cause (i)) were invested at a rate equal to the yield on the Series 2020B Bonds; and
- (ii) is any income attributable to the excess described in clause (i).

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

"Financial Advisor" means Robert W. Baird & Co. Incorporated, in its capacity as the Corporation's financial advisor with respect to the issuance of the Series 2020B Bonds.

"Holding Period" means, with respect to a Maturity of the Series 2020B Bonds, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date, or (ii) the date on which the Successful Purchaser has sold at least 10% of such Maturity to the Public at prices that are no higher than the initial offering price for such Maturity.

"KRS" means the Kentucky Revised Statues.

"Maturity" means Series 2020B Bonds with the same credit and payment terms. Series 2020B Bonds with different maturity dates, or Series 2020B Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

"Official Statement" means the final Official Statement of the Corporation setting forth relevant information concerning the Series 2020B Bonds, the Corporation, and the Board of Education.

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

"Paying Agency Agreement" means the Agreement Relating to Paying and Registrar Agency by and between the Corporation and the Paying Agent and Bond Registrar for the Series 2020B Bonds.

"Paying Agent and Bond Registrar" means Old National Wealth Management, Evansville, Indiana, in its capacity as the Paying Agent and Bond Registrar for the Series 2020B Bonds.

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

"Preliminary Official Statement" means the Preliminary Official Statement of the Corporation setting forth relevant information concerning the Series 2020B Bonds, the Corporation, and the Board of Education.

"**Projects**" means (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.

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

"Rebate Fund" means the "Fayette County School Building Finance Corporation School Building Revenue Bonds, Series 2020B Rebate Fund" established by the Corporation with the Depository Bank pursuant to Section 24 hereof.

"Record Date" means the fifteenth day of the month before a June 1<sup>st</sup> or December 1<sup>st</sup> interest payment date for the Series 2020B Bonds.

"Registered Holder" means each person in whose name a Series 2020B Bond is registered pursuant to Section 2(b) hereof.

"Resolution" means this Resolution of the Corporation's Board of Directors authorizing the sale, issuance, and delivery of the Series 2020B Bonds.

"Sale Date" means the first day on which there is a binding contract in writing for the sale of a Maturity of the Series 2020B Bonds.

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

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

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

"Series 2020B Bonds" means Fayette County School District Finance Corporation School Building Revenue Bonds, Series 2020B to be issued by the Corporation pursuant to this Resolution.

"Sinking Fund" means the "Fayette County School District Finance Corporation School Building Revenue Bond and Interest Redemption Fund, Series 2020B" established by the Corporation with the Paying Agent and Bond Registrar pursuant to Section 10 of this Resolution.

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

"Successful Purchaser" means the winning bidder and purchaser of the Series 2020B Bonds pursuant to the competitive sale conducted by the Corporation pursuant to Section 16 hereof.

"**Term Bonds**" has the meaning set forth in Section 3(a) hereof.

"Treasury Department" means the United States Department of the Treasury.

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

"Underwriter" means (i) any person that agrees pursuant to a written contract with the Corporation (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Series 2020B Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this definition to participate in the initial sale of the Series 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).

# EXHIBIT B TO BOND RESOLUTION

### **FORM OF SERIES 2020B BOND**

\$

No.

<del></del>			
	UNITED STATES	OF AMERICA	
	COMMONWEALTI	H OF KENTUCKY	
FAYETTE CO	UNTY SCHOOL DIST	RICT FINANCE CO	RPORATION
	SCHOOL BUILDING	REVENUE BONDS	
	SERIES	2020B	
	<u> </u>		
INTEREST RATE	MATURITY DATE	<b>BOND DATE</b>	CUSIP
%			
REGISTERED HOLI	DER:		
PRINCIPAL AMOU	NΤ·		

KNOW ALL MEN BY THESE PRESENTS: That the Fayette County School District Finance Corporation (the "Corporation"), a nonprofit Kentucky corporation acting as an agency, instrumentality, and constituted authority of and on behalf of the Board of Education of Fayette County, Kentucky (the "Board of Education"), for value received, hereby promises to pay to the registered holder identified above (the "Registered Holder"), or registered assigns, solely and only from the special fund pledged for that purpose as hereinafter referred to and not otherwise, the principal amount set out above, on the maturity date set out above, and to pay interest from the same source on the unpaid balance of said sum at the interest rate per annum set out above, payable on the first days of May and December in each year, beginning June 1, 2021, until payment of the principal amount of this Series 2020B Bond has been made to the Registered Holder hereof. Each such interest payment shall represent interest accruing on this Series 2020B Bond from the later of the Bond Date set out above or the most recent interest payment date (June 1st or December 1st) to which interest has been paid or duly provided for.

Interest accruing on this Series 2020B Bond (if not registered in book-entry form to a securities depository) shall be payable as aforesaid by check drawn upon Old National Wealth Management, as the Paying Agent and Bond Registrar, or its successor as Paying Agent and Bond Registrar (the "Paying Agent and Bond Registrar"), and mailed to the person who is the Registered Holder hereof as of the close of business on the Record Date for such interest installment, which Record Date shall be the fifteenth (15th) day of the month (whether or not a business day) next preceding an interest payment date, at the address of such Registered Holder as it appears on the books of the Paying Agent and Bond Registrar. Principal shall be paid when

due upon delivery of this Series 2020B Bond for payment at the designated office of the Paying Agent and Bond Registrar.

Reference is made to the Bond Resolution for the provisions with respect to the nature and extent of the security, the rights, duties, and obligations of the Corporation and the Paying Agent and Bond Registrar and the Bondholders, the terms upon which the Series 2020B Bonds are issued and the terms and conditions upon which the Series 2020B Bonds will be deemed to be paid at or before their scheduled maturity or redemption upon the making of provision for the payment thereof in the manner set forth in the Bond Resolution.

\*The Series 2020B Bonds maturing on December 1, 20\_\_, are subject to mandatory sinking fund redemption in part, at the selection of the Paying Agent and Bond Registrar by lot, from moneys in the special fund identified hereinafter on each December 1st, beginning December 1, 20\_\_, at the principal amount thereof plus accrued interest to the redemption date, according to the following schedule of mandatory sinking fund installments:

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

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\_\_\_, in whole or in part at any time or times in any order of maturity (less than all of a single maturity to

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

be selected by lot by the Paying Agent and Bond Registrar) at the redemption price of 100% of the principal amount thereof plus accrued interest to the redemption date.

At least thirty days but no more than sixty days before the redemption date of any Series 2020B Bonds, the Paying Agent and Bond Registrar shall cause a notice of redemption to be mailed postage prepaid by first class mail to all registered holders of Series 2020B Bonds to be redeemed in whole or in part at their registered addresses. Failure to mail any notice or any defect therein in respect of any such Series 2020B Bond shall not affect the validity of the redemption of any other Series 2020B Bond. Such redemption notice shall set forth in detail the redemption provisions.

This Series 2020B Bond and the issue of which it forms a part are payable from and secured by a pledge of the revenues to be derived from leasing the Projects, which revenues are provided to be sufficient to pay the principal of and interest on this Series 2020B Bond and the issue of which it forms a part as and when the same become due and payable and which shall be set aside as a special fund for that purpose created by the Bond Resolution and identified as the "School Building Revenue Bond and Interest Redemption Fund, Series 2020B". This Series 2020B Bond and the issue of which it forms a part do not constitute an indebtedness of the Corporation within the meaning of any constitutional or statutory provisions or limitations. The Corporation covenants that it will fix and charge such rentals for, and will collect and account for the revenues from, the Projects so that such revenues will be sufficient to pay the interest on and principal of this issue of Series 2020B Bonds. Funds for such payments on the Series 2020B Bonds are expected to be derived from rentals paid by the Board of Education of Fayette County, Kentucky, under a year-to-year lease of the Projects.

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

This Series 2020B Bond is issued under and pursuant to the Constitution and statutory laws of the Commonwealth of Kentucky and its construction will be governed thereby.

This Series 2020B Bond shall be transferable only upon the presentation and surrender hereof at the designated office of the Paying Agent and Bond Registrar, duly endorsed for transfer or accompanied by an assignment duly executed by the Registered Holder or his authorized representative. The Paying Agent and Bond Registrar shall not be required to transfer or exchange this Series 2020B Bond (a) during any period beginning five days before the selection by the Paying Agent and Bond Registrar of Series 2020B Bonds to be redeemed before maturity and ending on the date of mailing of notice of any such redemption or (b) if this Series 2020B Bond has been selected or called for redemption in whole or in part.

Series 2020B Bonds shall be exchangeable upon the presentation and surrender thereof at the designated office of the Paying Agent and Bond Registrar for a Series 2020B Bond or Series 2020B Bonds of the same maturity, and in the denomination of \$5,000 or any integral multiple thereof, in an aggregate principal amount or amounts equal to the unpaid principal amount of

the Series 2020B Bond or Series 2020B Bonds presented for exchange. The Paying Agent and Bond Registrar shall authenticate and deliver Series 2020B Bonds delivered in exchange in accordance herewith.

It is hereby certified, recited, and declared that all acts, conditions, and things required to exist, happen, and be performed precedent to and in the execution and delivery of this Series 2020B Bond have existed, have happened, and have been performed in due time, form, and manner as required by law; that the issuance of this Series 2020B Bond and the issue of which it forms a part, together with all other obligations of the Corporation, does not exceed or violate any constitutional or statutory limitations; and that a sufficient portion of the revenues of the Projects has been pledged to and will be set aside into said special fund by the Corporation for the prompt payment of the principal of and interest on this issue of Series 2020B Bonds.

This Series 2020B Bond is exempt from ad valorem taxation by the Commonwealth of Kentucky and by all of the political subdivisions thereof.

This Series 2020B Bond shall not be valid or become obligatory for any purpose until the Certificate of Authentication hereon shall have been executed by the Paying Agent and Bond Registrar.

[Signature Page To Follow]

## [SIGNATURE PAGE TO SERIES 2020B BOND]

**IN WITNESS WHEREOF**, the Fayette County School District Finance Corporation has caused this Series 2020B Bond to be executed with the manual or reproduced facsimile of the official signature of its President and to be attested by the manual or reproduced facsimile signature of its Secretary, in each case as a duly authorized officer of the Corporation, all as of the date of this Series 2020B Bond, which is the Bond Date set out above.

	FAYETTE COUNTY SCHOOL DISTRICT FINANCE CORPORATION	
	Ву: _	(manual or facsimile signature) President
Attest:		
	Ву: _	(manual or facsimile signature) Secretary
CERTIFICATE OF AUTHENTICATION		
The undersigned hereby certifies that this is one of the Series 2020B Bonds described above.		
Paying Agent and Bond Registrar		
By: <u>(manual signature)</u>		

**Authorized Officer** 

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

# **ASSIGNMENT**

### **BOND RESOLUTION**

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE **FAYETTE** COUNTY **SCHOOL DISTRICT FINANCE** CORPORATION AUTHORIZING THE SALE AND ISSUANCE OF SCHOOL BUILDING REFUNDING REVENUE BONDS. SERIES 2020C, TO PROVIDE FUNDS FOR TO REFINANCE AND REFUND A PORTION OF THE OUTSTANDING FAYETTE COUNTY SCHOOL BUILDING REVENUE BONDS, SERIES 2011A AND PAYING RELATED COSTS; PROVIDING FOR THE CREATION OF A FUND TO PAY THE INTEREST ON AND PRINCIPAL OF THE SERIES 2020C BONDS AS AND **WHEN** THEY BECOME DUE; AUTHORIZING THE EXECUTION OF A LEASE OF CERTAIN PROPERTIES TO THE BOARD OF EDUCATION OF FAYETTE COUNTY; PROVIDING FOR A PUBLIC, COMPETITIVE SALE OF THE SERIES 2020C BONDS; AND AUTHORIZING RELATED DOCUMENTS AND ACTIONS.

Adopted October 26, 2020

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A RESOLUTION OF THE BOARD OF DIRECTORS OF THE **FAYETTE COUNTY** SCHOOL DISTRICT **FINANCE** CORPORATION AUTHORIZING THE SALE AND ISSUANCE OF SCHOOL BUILDING REVENUE BONDS, TAXABLE SERIES 2020C, TO PROVIDE FUNDS FOR TO REFINANCE AND REFUND A PORTION OF THE OUTSTANDING FAYETTE COUNTY SCHOOL BUILDING REVENUE BONDS, SERIES 2011A AND PAYING RELATED COSTS; PROVIDING FOR THE CREATION OF A FUND TO PAY THE INTEREST ON AND PRINCIPAL OF THE SERIES 2020C BONDS AS AND WHEN THEY BECOME DUE: **AUTHORIZING** EXECUTION OF A LEASE OF CERTAIN PROPERTIES TO THE BOARD OF EDUCATION OF FAYETTE COUNTY; PROVIDING FOR A PUBLIC, COMPETITIVE SALE OF THE SERIES 2020C BONDS; AND AUTHORIZING RELATED DOCUMENTS AND ACTIONS.

#### **PREAMBLE**

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

WHEREAS, the Board of Education of Fayette County, Kentucky 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, 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"); and

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

**WHEREAS**, in order to pay the costs of the Refunding Program, it has been determined to be necessary to issue the Series 2020C Bonds, all pursuant to and as permitted by KRS Sections 162.120 through 162.300 and KRS 162.385.

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

Section 1. Affirmation Of Preamble Recitals; Authorization Of Series 2020C Bonds. All statements and recitals set forth in the preamble of this Resolution are hereby affirmed and adopted as a part of this Resolution.

For the purposes recited in the preamble hereof and pursuant to the Constitution and laws of the Commonwealth, particularly KRS 162.120 through 162.300 and KRS 162.385, there are hereby authorized to be issued \$33,025,000 aggregate principal amount of Series 2020C Bonds provided that such aggregate principal amount, together with corresponding amounts of annual maturities as set out in Section 2 hereof, may be increased by as much as \$3,300,000 (in \$5,000 denominations) and decreased by any amount (in \$5,000 denominations), and principal maturities may be otherwise adjusted, upon the sale of the Series 2020C Bonds, by the Corporation's Financial Advisor, acting on the Corporation's behalf, as hereinafter provided in Section 16 hereof.

## Section 2. Description Of Series 2020C Bonds.

(a) Payment Of Principal And Interest; Other Provisions. The Series 2020C Bonds shall be dated the date of original issuance and delivery and shall bear interest payable on each June 1st and December 1st, beginning June 1, 2021, to maturity or redemption and payment of the Series 2020C Bonds. Interest on each Series 2020C Bond not registered in Book-Entry Form to a Securities Depository shall be paid by check drawn upon the Paying Agent and Bond Registrar, to be designated as hereinafter described, and mailed to each Registered Holder at the address of such Registered Holder as it appears on the registration books of the Paying Agent and Bond Registrar. Old National Wealth Management, Evansville, Indiana, or such other bank or trust company as the Treasurer of the Corporation shall select, is hereby designated and appointed as the Paying Agent and Bond Registrar.

The principal of the Series 2020C Bonds not registered in Book-Entry Form to a Securities Depository shall be payable to the respective Registered Holders without exchange or collection charges, in lawful money of the United States of America, upon their presentation and surrender as they respectively become due and payable, whether at maturity or by prior redemption, at the designated office of the Paying Agent and Bond Registrar. The Series 2020C Bonds shall be issued and reissued by the Paying Agent and Bond Registrar from time to time only as fully registered bonds without coupons in the denominations of \$5,000 and any integral multiple thereof, as hereinafter provided. Unless the Corporation shall otherwise direct, the Series 2020C Bonds shall be numbered separately from 1 upward.

Principal of and interest on Series 2020C Bonds registered in Book-Entry Form in the name of the Securities Depository or the Securities Depository Nominee shall be payable by wire transfer from the Paying Agent and Bond Registrar to the Securities Depository or its Securities Depository Nominee.

The Series 2020C Bonds shall bear interest at a rate or rates to be established by the Corporation on the basis of competition after the Series 2020C Bonds are offered for sale at an advertised, public, competitive sale as hereinafter provided. The Record Date is to be used for the purpose of determining the Registered Holder to whom interest shall be payable on the next succeeding interest payment date, and the Paying Agent and Bond Registrar may treat for such purpose the person in whose name any Series 2020C Bond is registered on the Record Date as the Registered Holder thereof. Interest shall be computed on the basis of a year of 360 days consisting of twelve 30-day months.

The Series 2020C Bonds shall mature and/or be subject to mandatory redemption on June 1 of the years 2022 through 2031, in such principal amounts, and shall bear interest payable semiannually on June 1 and December 1 of each year at an interest rate or rates to be fixed by the Corporation as a result of the advertised sale of the Bonds.

All of the Series 2020C Bonds, together with interest thereon, shall be payable only out of the Sinking Fund, hereinafter created, and shall be a valid claim of the Registered Holder thereof only against the Sinking Fund and the revenues of the Projects pledged to the Sinking Fund.

(b) Series 2020C Bonds Issued In Book-Entry Form. The Series 2020C Bonds shall initially be issued in Book-Entry Form and registered in the name of the Securities Depository or the Securities Depository Nominee as provided in this Section 2(b). Except when the Series 2020C Bonds are no longer issued in Book-Entry Form as provided below in this Section 2(b), the Series 2020C Bonds shall be registered in the name of the Securities Depository or the Securities Depository Nominee, and ownership thereof shall be maintained in Book-Entry Form by the Securities Depository for the account of the Participants thereof. Initially, the Series 2020C Bonds shall be registered in the name of Cede & Co., as the nominee of The Depository Trust Company, which shall be the initial Securities Depository. Each of the Corporation's President, Treasurer, or Secretary is authorized to approve and execute on the Corporation's behalf a letter of representations or other appropriate instrument with The Depository Trust Company (to which the Paying Agent and Bond Registrar may also be a party) relating to the issuance and administration of the Series 2020C Bonds in Book-Entry Form.

Except when the Series 2020C Bonds are no longer issued in Book-Entry Form as provided below in this Section 2(b), the Series 2020C Bonds may be transferred, in whole but not in part, only to the Securities Depository or the Securities Depository Nominee, or to a successor Securities Depository selected or approved by the Corporation or to a nominee of such successor Securities Depository.

As to any Series 2020C Bond, the person in whose name the Series 2020C Bond shall be registered shall be the Registered Holder and the absolute owner thereof for all purposes, and

payment of or on account of the principal of and interest on any such Series 2020C Bond shall be made only to or on the order of the Registered Holder thereof or its legal representative.

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

- (i) the accuracy of the records of the Securities Depository or any Participant with respect to any beneficial ownership interest in the Series 2020C Bonds;
- (ii) the delivery to any Participant, any beneficial owner of the Series 2020C Bonds, or any other person, other than the Securities Depository, of any notice with respect to the Series 2020C Bonds; or
- (iii) the payment to any Participant, any beneficial owner of the Series 2020C Bonds, or any other person, other than the Securities Depository, of any amount with respect to the principal or interest on the Series 2020C Bonds.

So long as any Series 2020C Bonds are registered in Book-Entry Form, the Corporation and the Paying Agent and Bond Registrar may treat the Securities Depository as, and deem the Securities Depository to be, the absolute owner and the Registered Holder of such Series 2020C Bonds for all purposes whatsoever, including:

- (i) the payment of principal and interest on the Series 2020C Bonds;
- (ii) giving notices of redemption and other matters with respect to the Series 2020C Bonds;
  - (iii) registering transfers with respect to the Series 2020C Bonds;
  - (iv) selection of Series 2020C Bonds for redemption; and
  - (v) for purposes of obtaining any consents under this Resolution.

If at any time the Securities Depository notifies the Corporation that it is unwilling or unable to continue as Securities Depository with respect to the Series 2020C Bonds, or if at any time the Securities Depository shall no longer be registered or in good standing under the Securities Exchange Act or other applicable statute or regulation and a successor Securities Depository is not appointed by the Corporation within ninety days after the Corporation receives notice or becomes aware of such condition, as the case may be, then this Section 2(b) shall no longer be applicable and the Corporation shall execute and the Paying Agent and Bond Registrar shall authenticate and deliver certificates representing the Series 2020C Bonds to the Registered Holders.

Payment of principal of and interest on any Series 2020C Bonds not registered in Book-Entry Form shall be made as provided in Section 2(a) hereof.

## Section 3. Redemption Of Series 2020C Bonds.

- (a) Mandatory Sinking Fund Redemption. If the successful bidder and original purchaser of the Series 2020C Bonds so elects in accordance with the provisions of Section 16 hereof and as may be provided in the official action of the Corporation's President, Treasurer, or Secretary awarding the Series 2020C Bonds to such original purchaser, the Series 2020C Bonds stated to mature on the maturity dates set out in the successful bid of such original purchaser shall be combined to comprise the maturities of Term Bonds as set out in said successful bid and in said official action; and such Term Bonds shall be subject to mandatory redemption in part, at the selection of the Paying Agent and Bond Registrar by lot in such manner as the Paying Agent and Bond Registrar may determine, from moneys in the Sinking Fund on each applicable June 1st at par plus accrued interest to the redemption date, according to the mandatory sinking fund redemption schedule or schedules set out in said official action.
- **(b) Optional Redemption**. The Series 2020B Bonds shall be subject to optional redemption by the Corporation, at its option, in whole or in part at any time or times in any order of maturity (less than all of a single maturity to be selected by lot in such manner as the Paying Agent and Bond Registrar may determine) at the redemption price of 100% of the principal amount thereof plus accrued interest to the redemption date The optional redemption date shall be determined by the Treasurer of the Corporation and set forth in the Official Terms and Conditions of Bond Sale for the Series 2020B Bonds.

The Series 2020C Bonds being optionally redeemed shall be called for redemption by the Paying Agent and Bond Registrar as herein provided upon receipt by the Paying Agent and Bond Registrar at least thirty-five days before the redemption date of a certificate of the Corporation or the Board of Education specifying the principal amount and maturities of the Series 2020C Bonds so to be called for redemption and the applicable redemption price or prices.

(c) Other Redemption Provisions. The Paying Agent and Bond Registrar shall cause notice of the call for any redemption, identifying the Series 2020C Bonds or portions thereof (\$5,000 or any integral multiple thereof) to be redeemed, to be sent by first class mail at least thirty days but no more than sixty days before the date fixed for redemption to the Registered Holder of each Series 2020C Bond to be redeemed at the address shown on the registration books maintained by the Paying Agent and Bond Registrar. Failure to give such notice by mailing or any defect therein in respect of any Series 2020C Bond shall not affect the validity of any proceedings for the redemption of any other Series 2020C Bond. Any notice mailed as provided in this Section 3(c) shall be conclusively presumed to have been duly given, irrespective of whether the Registered Holder receives the notice.

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

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

Upon the giving of notice and the deposit of adequate funds in the Sinking Fund for redemption of Series 2020C Bonds, interest on the Series 2020C Bonds or portions thereof so called for redemption shall cease to accrue after the date fixed for redemption. No payment of principal or interest shall be made by the Paying Agent and Bond Registrar upon any Series 2020C Bond or portion thereof called for redemption until such Series 2020C Bond or portion thereof shall have been delivered to the Paying Agent and Bond Registrar for payment or cancellation, or the Paying Agent and Bond Registrar shall have received the items required by Section 6 hereof with respect to any mutilated, lost, stolen, or destroyed Series 2020C Bond.

A portion of any Series 2020C Bond subject to redemption may be redeemed, but Series 2020C Bonds shall be redeemed only in the principal amount of \$5,000 each or any integral multiple thereof. Upon surrender of any Series 2020C Bond for redemption in part only, the Corporation shall execute and the Paying Agent and Bond Registrar shall register, authenticate, and deliver to the holder thereof, within a period of three days from surrender of such Series 2020C Bond to the Paying Agent and Bond Registrar, at the Corporation's expense, a new Series 2020C Bond or Series 2020C Bonds of the same maturity, of authorized denominations, and in aggregate principal amount equal to the unredeemed portion of the Series 2020C Bond surrendered.

With reference to Section 16 hereof, if the date of competitive sale of the Series 2020C Bonds (presently contemplated to be November 12, 2020) is postponed and rescheduled for a later time in calendar year 2020 or in 2021 (through December 31, 2021), the Corporation's President, Treasurer, or Secretary shall be authorized to act on the Corporation's behalf in adjusting, upon the advice of the Financial Advisor, some or all of the foregoing terms and provisions of the Series 2020C Bonds, including the date of the Series 2020C Bonds, the principal maturity schedule and the optional redemption dates, and the related terms and provisions of the Contract of Lease and Rent.

Section 4. Execution Of Series 2020C Bonds; Limited Obligation. The Series 2020C Bonds shall be executed on the Corporation's behalf by the manual or reproduced facsimile signature of its President and shall have impressed or imprinted thereon either a true impression or a reproduced facsimile of the Corporation's official seal and shall be attested with the manual or reproduced facsimile signature of its Secretary. An authorized facsimile signature shall have the same force and effect as a manual signature. In case any officer of the Corporation whose signature or a facsimile of whose signature shall appear on the Series 2020C Bonds shall cease to be such officer before the delivery of such Series 2020C Bonds, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

The Series 2020C Bonds are not and shall never in any event become general obligations of the Corporation or the Board of Education but are special and limited obligations of the Corporation payable solely from the Sinking Fund as hereinafter provided, and the Sinking Fund and the revenues of the Projects are hereby specifically assigned and pledged to the Bondholders for the amortization of the Series 2020C Bonds in the manner and to the extent provided herein. The Series 2020C Bonds and the interest thereon shall never constitute a debt, indebtedness or pledge of the faith and credit of the Corporation or the Board of Education within the meaning of any provision or limitation of the Constitution or statutes of the Commonwealth, and shall not constitute or give rise to a pecuniary liability of the Corporation or the Board of Education or a charge against the general credit of either or against the taxing power of the Board of Education. The Corporation shall not be obligated to pay the principal of the Series 2020C Bonds or the interest thereon or other costs incident thereto except from the revenues and amounts pledged therefor.

**Section 5. Form Of Series 2020C Bonds**. The Series 2020C Bonds shall be issued only in the form of bonds registered as to payment of both principal and interest in substantially the following form, with necessary and appropriate variations, omissions, and insertions as permitted or required by this Resolution, set forth at **EXHIBIT B** attached hereto.

Section 6. Mutilated, Lost, Stolen, Or Destroyed Series 2020C Bonds. If any Series 2020C Bond is mutilated, lost, stolen, or destroyed, the Corporation may execute and the Paying Agent and Bond Registrar may authenticate and deliver a new Series 2020C Bond of like series, date, maturity, and denomination as that mutilated, lost, stolen, or destroyed; provided that, in the case of any mutilated Series 2020C Bond, such Series 2020C Bond shall first be surrendered to the Paying Agent and Bond Registrar, and in the case of any lost, stolen, or destroyed Series 2020C Bond, there shall be first furnished to the Corporation and the Paying Agent and Bond Registrar evidence of such loss, theft, or destruction satisfactory to them and such indemnity as the Corporation and the Paying Agent and Bond Registrar may require. If any such Series 2020C Bond shall have matured, in lieu of issuing a duplicate Series 2020C Bond, the Corporation may pay the same without surrender thereof. The Corporation and the Paying Agent and Bond Registrar may charge the holder or owner of such Series 2020C Bond their reasonable fees and expenses in this connection.

**Section 7.** Registration, Authentication, Transfer, And Exchange Of Series 2020C Bonds. So long as any Series 2020C Bonds remain outstanding, the Paying Agent and Bond Registrar shall keep and maintain at its designated office, complete registration books for the Series 2020C Bonds and shall provide for the registration and transfer of Series 2020C Bonds in accordance with the terms of this Resolution. Each Series 2020C Bond shall be authenticated by the Paying Agent and Bond Registrar. Except as may be otherwise provided in Section 2(b) hereof for Series 2020C Bonds registered in Book-Entry Form in the name of the Securities Depository or the Securities Depository Nominee, each Series 2020C Bond shall be transferable only upon the presentation and surrender thereof at the principal office of the Paying Agent and Bond Registrar, duly endorsed for transfer or accompanied by an assignment duly executed by the Registered Holder or his authorized representative. Upon receipt of any such Series 2020C Bond, duly

endorsed for transfer or accompanied by any assignment for transfer, the Paying Agent and Bond Registrar shall transfer such Series 2020C Bond within a period of three days by reissuing such Series 2020C Bond, duly executed by the Corporation and authenticated by the Paying Agent and Bond Registrar, and delivering the same to the new Registered Holder thereof forthwith.

The Paying Agent and Bond Registrar shall not be required to transfer or exchange any Series 2020C Bond (a) during any period beginning five days before the selection by the Paying Agent and Bond Registrar of Series 2020C Bonds to be redeemed before maturity and ending on the date of mailing of notice of any such redemption or (b) if such Series 2020C Bond has been selected or called for redemption in whole or in part.

Except as may be otherwise provided in Section 2(b) hereof for Series 2020C Bonds registered in Book-Entry Form in the name of the Securities Depository or the Securities Depository Nominee, each Series 2020C Bond shall be exchangeable upon the presentation and surrender thereof at the designated office of the Paying Agent and Bond Registrar for a Series 2020C Bond or Series 2020C Bonds of the same maturity, in the denomination of \$5,000 or an integral multiple thereof, in an aggregate principal amount or amounts equal to the unpaid principal amount of the Series 2020C Bond or Series 2020C Bonds presented for exchange. The Paying Agent and Bond Registrar shall and is hereby authorized to authenticate and deliver Series 2020C Bonds delivered in exchange for surrendered Series 2020C Bonds in accordance herewith. Each Series 2020C Bond delivered in exchange for a surrendered Series 2020C Bond shall constitute an original contractual obligation of the Corporation and shall be entitled to the benefits and security of this Resolution to the same extent as the Series 2020C Bond or Series 2020C Bonds in lieu of which any Series 2020C Bond is delivered in exchange. Any Series 2020C Bonds surrendered for exchange shall be cancelled by the Paying Agent and Bond Registrar and the Paying Agent and Bond Registrar shall maintain a complete record of all exchanges, transfers and cancellations of Series 2020C Bonds and shall make a report thereof to the Corporation on not less than an annual basis.

Except as may be otherwise provided in Section 2(b) hereof for Series 2020C Bonds registered in Book-Entry Form in the name of the Securities Depository or the Securities Depository Nominee, no service charge or other transfer fee shall be charged to any Bondholder in connection with any transfer or exchange of a Series 2020C Bond. However, the Registered Holder of any Series 2020C Bond may be required to pay an amount equal to any tax or other governmental charge, if any, that may be imposed in connection with the transfer or exchange of any Series 2020C Bond.

**Section 8. Destruction of Series 2020C Bonds**. Whenever any outstanding Series 2020C Bond shall be delivered to the Paying Agent and Bond Registrar for cancellation thereof pursuant to this Resolution, upon payment of the principal amount or interest represented thereby or for replacement or exchange, such Series 2020C Bonds, following such replacement or exchange, shall be promptly cancelled and destroyed by the Paying Agent and Bond Registrar and counterparts of a certificate of destruction evidencing such destruction shall be furnished by the Paying Agent and Bond Registrar to the Corporation.

All Series 2020C Bonds which have been redeemed shall not be reissued but shall be cancelled and destroyed by the Paying Agent and Bond Registrar in accordance with this Section 8.

Section 9. Appointment And Duties Of Paying Agent And Bond Registrar. The Corporation hereby appoints Old National Wealth Management, Evansville, Indiana, or such other bank or trust company as the Treasurer of the Corporation shall select, as Paying Agent and Bond Registrar for the Series 2020C Bonds. Pursuant to a Paying Agency Agreement, the Paying Agent and Bond Registrar shall maintain a complete and current record of each Series 2020C Bond issued, the name and address of each Registered Holder of any Series 2020C Bonds, and such additional information as may be required for compliance with applicable laws and regulations. The Paying Agent and Bond Registrar will also make all payments of interest on the Series 2020C Bonds and pay principal on the Series 2020C Bonds as herein provided.

The recitals of fact herein and in the Series 2020C Bonds contained shall be taken as the statements of the Corporation and the Paying Agent and Bond Registrar assumes no responsibility for the correctness of the same. The Paying Agent and Bond Registrar makes no representations as to the validity or sufficiency of this Resolution or of any Series 2020C Bonds issued hereunder or in respect of the security afforded by this Resolution, and the Paying Agent and Bond Registrar shall not incur any responsibility in respect thereof. The Corporation shall, however, be responsible for its representations contained in the Series 2020C Bonds. The Paying Agent and Bond Registrar shall not be under any responsibility or duty with respect to the issuance of the Series 2020C Bonds for value or the application of the proceeds thereof or the application of any moneys paid to the Corporation. The Paying Agent and Bond Registrar shall be under no obligation or duty to perform any act which would involve it in expense or liability or to institute or defend any suit in respect hereof, or to advance any of its own moneys, unless properly indemnified. The Paying Agent and Bond Registrar shall be protected in acting upon any notice, resolution, request, consent, order, certificate, report, opinion, bond, or other paper or document reasonably believed by it to be genuine, and to have been signed or presented by the proper party or parties. The Paying Agent and Bond Registrar may consult with counsel, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith. Whenever the Paying Agent and Bond Registrar shall deem it necessary or desirable that a matter be proved or established before taking or suffering any action hereunder, including payment of moneys out of any fund, such matter (unless other evidence in respect thereof be herein specifically prescribed) may be deemed to be conclusively proved and established by a certificate signed by an authorized officer of the Corporation and such certificate shall be full warrant for any action taken or suffered in good faith under the provisions of this Resolution upon the faith thereof, but in its discretion the Paying Agent and Bond Registrar may in lieu thereof accept other evidence of such fact or matter or may require such further or additional evidences as to it may seem reasonable. Except as otherwise expressly provided herein, any request, order, notice, or other direction required or permitted to be furnished pursuant to any provision hereof by the Corporation to the Paying Agent and Bond Registrar shall be sufficiently executed in the Corporation's name by its President, Secretary, or Treasurer. The Paying Agent and Bond

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

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

The Paying Agent and Bond Registrar may become the owner of any Series 2020C Bonds, with the same rights it would have if it were not the Paying Agent and Bond Registrar. The Paying Agent and Bond Registrar and any other fiduciary may act as depository for, or permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of Bondholders or to effect or aid in any reorganization growing out of the enforcement of the Series 2020C Bonds or this Resolution, whether or not any such committee shall represent the holders of a majority in principal amount of the Series 2020C Bonds then outstanding.

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

**Section 10. Lease Of Projects; Funds**. Upon the issuance of the Series 2020C Bonds, the Projects located on the site in the Fayette County School District described in Appendix A to the Contract of Lease and Rent shall for the purpose of this Resolution be leased, rented, and occupied as a revenue-producing undertaking on a rental year basis commencing as of June 1st of each year and ending on each succeeding last day of May, and the revenues from such lease, rental, and occupancy, including specifically the revenues from the Contract of Lease and Rent with the Board of Education hereinafter described, shall be set aside and held apart from all other funds of the Corporation and shall be apportioned, as follows:

(a) The Corporation hereby establishes with the Paying Agent and Bond Registrar a fund to be known as the "Fayette County School District Finance Corporation School Building Refunding Revenue Bond and Interest Redemption Fund, Series 2020C", into which

there shall be paid and set aside all or such portion of the revenues from the Projects as will be sufficient to pay the interest on and principal of the Series 2020C Bonds as the same are scheduled to become due. All sums received as accrued interest in the issuance of the Series 2020C Bonds, if any, shall be paid into the Sinking Fund. It is hereby determined that the amount to be annually set aside from the revenues as aforesaid and paid into the Sinking Fund during each rental year for the purpose of paying the interest on and principal of the Series 2020C Bonds shall be the sum required to pay the interest coming due on the Series 2020C Bonds on December 1st of such rental year, together with the Series 2020C Bonds maturing on June 1st in the next ensuing rental year plus the interest coming due on said date, based upon the interest rate or rates applicable to the Series 2020C Bonds.

The amount by which any such payment into the Sinking Fund in any rental year may exceed the aggregate amount of interest on and principal of the Series 2020C Bonds may be held therein as a reserve for subsequent annual interest and principal requirements. No further payments need to be made into the Sinking Fund whenever and so long as such amount of the Series 2020C Bonds payable therefrom shall have been retired such that the amount then held in the Sinking Fund is equal to the entire amount required to accomplish retirement of all of the Series 2020C Bonds then remaining outstanding and to pay all interest to accrue thereon, and including the amount of any additional interest incident to redemption, in the event it is desired that any of said outstanding Series 2020C Bonds be redeemed before stated maturities as herein provided.

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

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

- (i) in direct obligations of the United States;
- (ii) in obligations fully guaranteed as to both principal and interest by the United States, having a maturity date before the date when the sums invested will be needed for meeting interest and principal payments;
- (iii) money market funds composed of obligations described in (i) or (ii) above and rated at least AAA (or the equivalent thereof) by Moody's Investors Service, Inc., or Standard & Poor's Ratings Services;

- (iv) in bank time deposits on an interest-bearing basis, evidenced by certificates of time deposit (issued in the name of the Sinking Fund and delivered into the custody of the Paying Agent and Bond Registrar), secured at all times by a valid pledge on the part of the issuer of said certificates of time deposit of obligations described in (i) or (ii) above having at all times during the continuance of each certificate a current market value (exclusive of accrued interest) at least equal to the full amount of such certificate. The custody of such obligations, whether actual or constructive, shall be in a financial institution other than the issuer of the certificate of time deposit in question. All such certificates of time deposit shall be issued so that the same may be reconverted into cash and deposited in the Sinking Fund as and when required to pay maturing principal and interest payments; or
- (v) in such other investments as may be authorized by law including those authorized by KRS 66.480, which specifically include, without limitation, certain collateralized repurchase agreements and forward purchase agreements.

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

The annual rental payments so required shall be made in semiannual installments on or before the 1<sup>st</sup> day of June and December of the respective rental years, the first such payment to be made on or before June 1, 2021. If the Board of Education fails to make a rental payment when due, the Paying Agent and Bond Registrar shall notify the Kentucky Department of Education of such failure.

The Sinking Fund shall be used solely and only and is hereby pledged for the purpose of paying interest on and principal of the Series 2020C Bonds as the same become due.

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

Such insurance shall be for the use and benefit of the holder or holders of any Series 2020C Bond or Series 2020C Bonds, it being the Corporation's intention to provide that insurance shall be carried which shall be at all times equal to at least the full insurable value of the Projects.

**Section 11. Contract Of Lease And Rent**. The Corporation hereby covenants and agrees with the Bondholders that it will faithfully and punctually perform all duties with reference to the Projects required by the Constitution and laws of the Commonwealth, including the making of reasonable and sufficient rentals for services rendered thereby, and will segregate said revenues and make application thereof to the respective funds created by this Resolution. The Corporation and its Board of Directors further irrevocably covenant, bind, and obligate

themselves to perform all duties imposed upon them by the Constitution and statutes of the Commonwealth in relation to maintaining the Projects. It is the Corporation's declared intention to continue to lease the Projects to the Board of Education for an extended period of years, as provided in the Board of Education Resolution, along with the proposed Contract of Lease and Rent, appended thereto, together with the form of this Resolution, have been previously submitted to the Corporation's Board of Directors. The Board of Education Resolution and the Contract of Lease and Rent, in substantially the form so submitted, are hereby accepted, approved, and made a part hereof; and either the President or the Vice President is hereby authorized to execute the Contract of Lease and Rent for and on behalf of the Corporation. The Corporation further binds and obligates itself not to sell, mortgage, or in any manner dispose of the Projects, including any and all additions that may be made thereto, except as specifically permitted and provided by this Resolution, until all the Series 2020C Bonds shall have been paid in full, both as to principal and interest. The Corporation further covenants and agrees with the Bondholders to maintain the Projects in good condition and to charge and collect rents for services rendered thereby so that the gross revenues will be sufficient at all times to provide for the payment of the interest on and the principal of the Series 2020C Bonds, as and when they mature, and to pay the maintenance cost of the Projects, including the cost of insurance, as hereinabove provided.

The Contract of Lease and Rent reserves to the Board of Education the right and option to prepay rent and thereby purchase from the Corporation any of the respective Projects and to obtain a reconveyance thereof by the Corporation to the Board of Education free and clear of all liens and encumbrances provided by KRS 162.200 and herein recognized, upon the condition that a sum sufficient to retire a commensurate amount of Series 2020C Bonds then outstanding is paid in full, subject, however, to any applicable restrictions that may hereafter be provided in the issuance of school building revenue bonds for properties constituting the Projects.

Section 12. Statutory Mortgage Lien; Releases And Conveyances. For the further protection of the Bondholders, a statutory mortgage lien upon the Projects is granted and created by KRS 162.200, which lien is hereby recognized and declared to be valid and binding upon the delivery of the Series 2020C Bonds; provided, however, that the Corporation shall have the right to erect or construct upon the Projects' sites described in the Contract of Lease and Rent structures and improvements to be used, leased and operated by the Board of Education and to issue bonds on a parity with the Series 2020C Bonds to finance said structures and improvements which will be secured by the statutory mortgage lien upon the Projects. Notwithstanding the foregoing, said statutory mortgage lien is and shall be restricted in its application to those portions of the Projects' sites physically occupied thereby, and such easements and rights-of-way for ingress, egress, and the rendering of services thereto as may be necessary for the proper use and maintenance of the same, the right being hereby reserved to erect or construct upon the Projects' sites described in the Contract of Lease and Rent other structures and improvements free and clear of said statutory mortgage lien, even though the same are connected by using as party walls one or more walls of structures which are subject to said mortgage lien, providing the same are capable of use as separate entities in themselves and have their own outside entrances, and providing no part of

the costs of said additional structures and improvements are paid from the proceeds of the Series 2020C Bonds or any parity bonds.

The Corporation reserves the right (at the request of the Board of Education) to release or convey, with or without consideration, free of the statutory mortgage lien herein created securing the Series 2020C Bonds, such easements, rights-of-way, licenses, or other rights over, upon, or beneath the surface of the land herein described as may reasonably be required for roads, utilities, drainage, or other public purposes, provided (a) no such release or conveyance shall interfere with the ownership and efficient operation of the Projects (and the actual land on which they are located); (b) ingress to and egress from the Projects shall not thereby be impaired; and (c) there shall be no reduction of the rentals otherwise required under the Contract of Lease and Rent.

Any holder of the Series 2020C Bonds, by suit, action, mandamus, or other proceedings, either at law or in equity, may enforce and compel the performance of all duties required by the Constitution and the statutes of the Commonwealth, including the charging and collection of sufficient rents and the segregation of revenues and income and the application thereof, and may by such action compel the performance of all duties imposed in the operation of an adequate school system as provided by law, but only insofar as the failure to perform such duties would or could affect the interests of any holder or holders of any Series 2020C Bond or Series 2020C Bonds.

If there is any default in the payment of the principal of or interest on any Series 2020C Bond, then upon the filing of suit by any holder of the Series 2020C Bonds any court having jurisdiction of the action may appoint a receiver to administer the Projects on behalf of the Corporation or the Board of Education, with power to charge and collect rents sufficient to provide for the payment of any Series 2020C Bond outstanding, and for the payment of the operating expenses, and to apply the income and revenues in conformity with this Resolution and the provisions of the previously cited laws of Kentucky.

**Section 13. No Priorities Among Series 2020C Bonds**. Series 2020C Bonds authorized to be issued hereunder and from time to time outstanding shall not be entitled to priority one over the other in the application of the revenues of the Projects or with respect to the statutory mortgage lien securing their payment, regardless of the time or times of their issuance, it being the intention that there shall be no priority among such Series 2020C Bonds regardless of the fact that they may be actually issued and delivered at different times.

**Section 14. Additional Series 2020C Bonds**. While any of the Series 2020C Bonds or parity bonds herein permitted to be issued are outstanding, the Corporation shall not issue any additional bonds or incur any other obligations payable from the revenues of the Projects unless the lien and security of such bonds or other obligations on such revenues and on the Projects are made junior and subordinate in all respects to the lien and security of the Series 2020C Bonds; provided, however, that the Corporation hereby reserves the right and privilege of issuing additional bonds from time to time, payable from the income and revenues of the Projects and ranking on a parity with the Series 2020C Bonds, but only if and to the extent the issuance of such

additional parity bonds may be necessary to pay the costs, not otherwise available, of completing the construction, renovation, installation, and equipping of the Projects in accordance with plans and specifications approved by the Kentucky Department of Education and by the Board of Education, and filed in the office of the Board of Education; but before any such additional bonds ranking on a parity as aforesaid are issued, the issuance thereof shall be approved by the proper officials of the Kentucky Department of Education as required by law, and a supplemental contract of lease and rent shall have been entered into, under which the respective annual rental payments during the term of such additional bonds are increased by the amount of the annual interest and principal requirements of such additional bonds.

Section 15. Receipts and Disbursements. So long as any Series 2020C Bonds are outstanding, the person holding the office of Treasurer of the Board of Education shall be and is hereby designated the person to act on the Corporation's behalf in handling receipts, disbursements, and accounting in connection with the Series 2020C Bonds and the funds created by this Resolution with regard thereto, and the Treasurer of the Board of Education shall not be required to post any additional fiduciary bond unless the bond required to be posted by him or her by the Board of Education does not include his or her duties and responsibilities with regard to the Series 2020C Bonds. Upon evidence of the existence of such bond the Corporation shall accept the receipt of the Treasurer of the Board of Education for such Series 2020C Bond proceeds. The Treasurer of the Board of Education shall keep proper books of records and accounts (separate from all other records and accounts), in which complete and correct entries shall be made of all transactions relating to the Series 2020C Bonds and the Projects, and shall furnish on written request of any holder of Series 2020C Bonds, within ninety days after the close of each fiscal year, complete financial statements of the Projects in reasonable detail covering such fiscal year.

Section 16. Series 2020C Bond Sale. The Bonds shall be sold at public sale after public notice thereof as required by KRS, and the President and/or the Secretary are hereby authorized and directed to publicize a Notice of Bond Sale in such form as is approved by the Kentucky Department of Education soliciting sealed, competitive bids for the purchase of the Series 2020C Bonds, the same to be received by a designated official of the Kentucky Department of Education or of the Kentucky School Facilities Construction Commission at his or her office in Frankfort, Kentucky, until a specified hour and day, as determined by the President, Treasurer, or Secretary (which time for receipt of bids may be rescheduled by the President or Treasurer, upon the advice of the Financial Advisor, to any date on or before December 1, 2021). The bids theretofore received shall be publicly opened and then considered by the Financial Advisor on the Corporation's behalf, and the best bid or bids, as the case may be, shall be determined by the Financial Advisor, with the approval of an officer of the Board of Education, on the Corporation's behalf.

The Series 2020C Bonds will be awarded to the bidder offering to purchase the Series 2020C Bonds at the lowest true interest cost to the Corporation based on the terms and provisions set forth in the Notice and Official Terms and Conditions of Bond Sale hereinafter described. If two or more bidders offer bids at the same lowest true interest cost and the Corporation wishes

to award the Series 2020C Bonds, or a portion thereof as herein provided, the Corporation shall determine by lot which bidder will be awarded such Series 2020C Bonds.

The Corporation reserves the right to increase the total amount of Series 2020C Bonds sold to the best bidder by an amount not exceeding \$3,300,000 (in \$5,000 denominations) or decrease the total amount of the Series 2020C Bonds sold to the best bidder by any amount (in \$5,000 denominations), if the Corporation determines the total amount of the increase or decrease in the total amount of Series 2020C Bonds sold to be in the best interests of the Board of Education, by increasing or decreasing any of the stipulated principal maturities. The Corporation further reserves the right to adjust principal maturities of the Series 2020C Bonds without changing the total amount of Series 2020C Bonds sold. In the event of any such adjustment, no rebidding or recalculating of the bids submitted will be required or permitted.

Bidders shall have the option of specifying that all of the principal amount of Series 2020C Bonds proposed to mature on any two or more consecutive dates may, in lieu of maturing on each of such dates, be Term Bonds scheduled to mature on the latest of such dates and be subject to mandatory sinking fund redemption at par in the manner described in Section 3 hereof on each of the dates and in the principal amounts as set out in said schedule (subject to adjustment as herein provided), except for the principal amount of Series 2020C Bonds scheduled to mature on the date of maturity of the Term Bonds, which shall mature on such date. Bidders may specify one or more of such Term Bonds.

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

The Financial Advisor, which will not submit a bid or participate in a syndicate that submits a bid for the Series 2020C Bonds at the public sale thereof, is acting as financial advisor to the Corporation in connection with the issuance of the Series 2020C Bonds and will receive a fee, payable from Series 2020C Bond proceeds, for its services as Financial Advisor.

Upon the occasion of the receipt of bids, and after examination and recommendations by the Financial Advisor, the Financial Advisor, on behalf of and as agent of the Corporation, is hereby authorized to, and the Financial Advisor shall, establish the rates of interest on and the total amount and principal maturities and mandatory sinking fund installments, if any, of the Series 2020C Bonds by completion and execution of the acceptance on the Official Bid Form of the successful bidder or bidders, a copy of which document shall be filed in the official records of the Corporation and the Board of Education, provided that the true interest cost on the Series 2020C Bonds shall not exceed 6% per annum.

It is anticipated that the Series 2020C Bonds will be offered for sale as a taxable obligation. However, the President or the Treasurer, with the consent of Bond Counsel and subject to such restrictions and covenants as may be required by Bond, may direct the Financial Advisor to offer the Series 2020C Bonds for sale as Tax-Advantaged Obligations.

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

A Notice and Official Terms and Conditions of Bond Sale having also been prepared in advance, in order to give a more complete description of the Series 2020C Bonds and specific instructions (including conditions not recited herein) calculated to bring about uniformity in the bidding, and containing the Official Bid Form, and the document having been examined by the Board of Directors, is hereby approved and authorized and shall be executed by the Corporation's President, Treasurer, or Secretary and furnished to interested bidders who may request it.

In addition to the foregoing, on the recommendation of the Financial Advisor bids may be taken or submitted electronically (provided all electronic proposals shall be deemed to incorporate in substance the provisions of the Official Bid Form). Any bid transmitted electronically shall be submitted through BIDCOMP/PARITY® and no other provider of electronic bidding services will be accepted. Bidders submitting an electronic proposal must fulfill any requirements of the bidding service provider over and above the requirements of the Corporation set forth in the Notice and Official Terms and Conditions of Bond Sale. Electronic bidding for the Series 2020C Bonds shall be made available to bidders solely as a courtesy by the Corporation. The Corporation shall assume no responsibility or liability for bids submitted through the electronic bidding service provider. Without limiting the generality of the foregoing disclaimers, the Corporation does not assume responsibility for any communications or negotiations between bidders and the electronic bidding service provider, or for any failure of the provider to accurately or timely submit any electronic proposal. Any electronic proposal shall be deemed to incorporate all of the provisions of the Official Bid Form and the Notice and Official Terms and Conditions of Bond Sale. Each bidder shall be solely responsible for making necessary arrangements to access the electronic bidding service provider for purposes of submitting such bidder's bid in a timely manner and in compliance with the Corporation's requirements. The Corporation shall have no duty or obligation to provide or assure such access to any bidder. The Corporation shall not be responsible for proper operation of, or have any liability for, any delays or interruptions of, or any damages caused by, the provider's service. The Corporation shall use the provider's service solely as a communication mechanism, and not as the Corporation's agent, to conduct the electronic bidding for the Series 2020C Bonds. If any provision in the Notice and Official Terms and Conditions of Bond Sale conflicts with information provided by the electronic bidding service provider, the Notice and Official Terms and Conditions of Bond Sale shall control.

In addition, in connection with the Series 2020C Bond sale the Corporation and the Board of Education have caused to be prepared a Preliminary Official Statement. The Preliminary Official Statement and the use thereof by the Corporation in offering and selling the Series 2020C Bonds, with such modifications in accordance with the provisions and intent of this Resolution

as may be recommended by the Financial Advisor and approved by an officer of the Corporation, is hereby expressly approved, the Corporation, through certain of its officials and employees, having reviewed the Preliminary Official Statement and having found the factual statements and the data therein to be accurate. The Preliminary Official Statement shall be supplemented following sale of the Series 2020C Bonds, and the Corporation's President is authorized to approve and sign such supplemented or final Official Statement on the Corporation's behalf, which is authorized for distribution in connection with the sale of the Series 2020C Bonds. The Preliminary Official Statement is in a form "deemed final" by the Corporation for purposes of SEC Rule 15c2-12(b)(1) but, as aforesaid, is subject to supplementation and completion following the sale of the Series 2020C Bonds. The Corporation's President, Treasurer, or Secretary is also hereby authorized and directed, on the recommendation of the Financial Advisor, to cause the Notice and Official Terms and Conditions of Bond Sale (including the Official Bid Form) and the Preliminary Official Statement to be posted on the Internet and through one or more nationally recognized municipal market information service providers. The electronic or physical distribution of the Notice and Official Terms and Conditions of Bond Sale (including the Official Bid Form) and the Preliminary Official Statement as herein provided is hereby ratified, authorized, and approved. If any provision in the Notice and Official Terms and Conditions of Bond Sale, herein approved, conflicts with information provided by an electronic information service provider, the Notice and Official Terms and Conditions of Bond Sale as herein approved shall control.

The Corporation's President and other officers, and each of them, together with the Financial Advisor, are further authorized to make such modifications to documents, including the provisions of this Resolution that are not in conflict with other provisions hereof and are necessary or desirable in connection with any rescheduling of the date of sale of the Series 2020C Bonds as provided in the first paragraph of this Section 16, and to enter into and to execute on the Corporation's behalf any and all certificates, opinions, instruments, and documents necessary or desirable, upon the advice of counsel, to effectuate the sale and issuance of the Series 2020C Bonds and the investment of the proceeds thereof.

**Section 17. Disposition Of Proceeds Of The Series 2020C Bonds**. Upon the sale and delivery of the Series 2020C Bonds, and receipt by the Corporation of the purchase price thereof, it is hereby acknowledged and ordered that:

- (a) Payment of Fees and Expenses of Issuance of Series 2020C Bonds. From the proceeds of the Series 2020C Bonds, there shall first be deducted and paid the fee of the Financial Advisor according to the terms of the Financial Advisor Agreement, as hereinbefore approved, and there shall also be paid any other duly authorized expenses of issuance of the Series 2020C Bonds.
- (b) Deposit into Escrow Fund; Approval of Escrow Agreement. From the remaining proceeds of the Series 2020C Bonds, after depositing into the Sinking Fund any amount paid as representing accrued interest on the Bonds from the date thereof to the date of delivery and payment therefore, shall be deposited with the Escrow Agent, in the Escrow Fund created and established in the Escrow Agreement the amount required by and set forth in the Escrow

Agreement, which Escrow Agreement is hereby authorized to be executed by the President of the Corporation following the acceptance by the Corporation of the successful bid for the purchase of the Series 2020C Bonds; provided, however, that simultaneously with the delivery of the Series 2020C Bonds, the Corporation shall obtain a commitment for investment of the amount to be deposited therein, which aggregate investments shall be sufficient to accomplish the purposes hereof, based on corroborating certification of Bond Counsel and/or certified public accountants, and which investments shall be scheduled to mature at such times and in such amounts as are necessary, together with any uninvested cash, to meet the requirements specified in the Escrow Agreement.

The President, the Finance Officer and Secretary of the Corporation are hereby authorized to act on behalf of the Corporation in obtaining the appropriate commitment or commitments directly or through the designee of either of them, for the purchase of or subscriptions for purchase of the obligations of the United States of America necessary to accomplish the foregoing purpose.

(c) Excess or Inadequate Amount in Escrow Fund. If and to the extent that the amounts deposited in the Escrow Fund are inadequate, the Corporation will transfer or cause to be transferred sufficient funds from other available funds provided by the Board of Education, to accomplish the purpose specified herein.

If and to the extent that the amounts deposited in the Escrow Fund are in excess of the amount required, after the final redemption date of the Refunded Prior Bonds, for the redemption of the Refunded Prior Bonds, including those called Refunded Prior Bonds not yet presented for payment, as provided in the Escrow Agreement, such excess amount shall be transferred immediately to the Debt Service Fund and treated the same as if transferred simultaneously with the delivery of the Series 2020C Bonds.

The Corporation certifies that the purpose of providing for the possible increase or decrease in amount of the Series 2020C Bonds to be sold is to eliminate the possibility of there being an over-issuance or under-issuance of the amount of Series 2020C Bonds necessary to accomplish the required objectives.

- (d) Escrow Fund Earmarked and Pledged to Pay Refunded Prior Bonds. Amounts on deposit in the Escrow Fund shall be earmarked and held for credit to the account of the Prior Bond Fund for the purpose of said fund, the same as if the Escrow Fund were actually deposited in the Prior Bond Fund. The amounts so deposited in the Escrow Fund and all such investments therein shall be held in the Escrow Fund, subject to the following terms and conditions:
  - (1) The amount to be provided by both the principal and interest from such obligations of the United States of America shall be sufficient (when supplemented by any uninvested cash) and shall be available in sufficient time to meet the requirements specified in the following paragraphs of this paragraph (d);

- (2) On or immediately prior to each of the semiannual interest payment dates of the Refunded Prior Bonds, the necessary amount of investments in the Escrow Fund shall be converted to cash by the Escrow Agent and wired to the Prior Bond Paying Agent and shall be earmarked and applied for the payment of the interest due on the Refunded Prior Bonds to be redeemed falling due on said respective dates through and including the date the Refunded Prior Bonds are called for redemption; and
- (3) On or immediately prior to the date the Refunded Prior Bonds are called for redemption, a sufficient amount of investments in the Escrow Fund shall be converted to cash by the Escrow Agent and wired to the Prior Bond Paying Agent and shall be earmarked and applied for payment of the redemption price on the Refunded Prior Bonds.
- (e) Remaining Proceeds to be deposited to Sinking Fund. After the costs of issuance for the Series 2020C Bonds and the required deposits are made in accordance with the Escrow Agreement, any remaining proceeds of the Series 2020C Bonds shall be transferred to the Sinking Fund and used to pay principal of and interest on the Series 2020C Bonds.

Authority is given by the Corporation to Chip Sutherland or Kelly Mrsic of Robert W. Baird & Co. Incorporated, or to any one of them, to act on behalf of the Corporation in signing on behalf of the Corporation subscriptions for the purchase and issue of United States Treasury Certificates, Notes or Bonds - State and Local Government Series, to be issued to the Escrow Agent, in connection with the investment of the proceeds of the Series 2020C Bonds. The President, the Finance Officer and/or the Secretary of the Corporation is authorized to send a letter to the Securities Division, of the appropriate Federal Reserve Bank, certifying as to the authority of such individuals.

Section 18. Unclaimed Moneys. If, after five years from the earlier of (a) the date of the final maturity of the Series 2020C Bonds, or (b) the date all Series 2020C Bonds shall have been duly called for redemption and the amount necessary to pay the Series 2020C Bonds, together with all interest accrued thereon, shall have been deposited to the Sinking Fund, as provided in this Resolution, there shall remain in the Paying Agent and Bond Registrar's possession unclaimed moneys deposited in the Sinking Fund for the payment of the Series 2020C Bonds, then and in that event all right, title, and interest of the respective Registered Holders for which said deposits were so made shall cease, determine, and become void, and the Paying Agent and Bond Registrar shall upon the Board of Education's written request turn over all such unclaimed deposits constituting the entire balance of the Sinking Fund to the Board of Education.

**Section 19. Concurrence In Employment Agreements.** The Board of Directors hereby concurs in the selection and designation of Financial Advisor, in connection with the issuance and sale of the Series 2020C Bonds, and further concurs in the selection and designation of Bond

Counsel, the compensation of them to be paid solely from the proceeds of the Series 2020C Bonds. All actions previously taken by the officers and officials of the Corporation and the Board of Education with respect to such appointments are approved, ratified, and confirmed. The Financial Advisor shall be paid strictly in accordance with the limitations established in the fee schedule for services and expenses of financial advisors set forth in the regulations of the Kentucky Department of Education.

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

If there be any default in the payment of the principal of or interest on any of the Series 2020C Bonds then, upon the filing of suit by any holder of the Series 2020C Bonds, any court having jurisdiction of the action may appoint a receiver to administer the Projects on the Corporation's behalf with power to charge and collect rents sufficient to provide for the payment of the Series 2020C Bonds and to apply the income and revenues in conformity with this Resolution and the provisions of KRS Chapter 162.

**Section 21.** Tax Covenants And Representations. In the event the Corporation, pursuant to an opinion of Bond Counsel, that it may sell Tax Advantaged Obligations for the purposes set forth in this Resolution, then the Corporation shall enter into a Tax Certificate prepared by Bond Counsel setting forth any additional covenants and representations required by the Code for the Corporation to issue such Tax Advantaged Obligations. In the event the Corporation determines to issue Tax Advantaged Obligations, the Series 2020C Bonds shall bear the designation "Tax-Exempt Series 2020".

**Section 22. Resolution Constitutes Contract**. The provisions of this Resolution shall constitute a contract between the Corporation and the Bondholders. After the issuance of any Series 2020C Bond no material change in the provisions of this Resolution may be made except as herein provided until all of the Series 2020C Bonds have been paid in full as to both principal and interest or funds sufficient therefor have been duly provided and deposited as set forth in Section 23 hereof.

Notwithstanding the foregoing provisions of this Section 22, the Corporation may amend or supplement this Resolution without the consent of any Bondholder (a) to evidence the initial designation and appointment or the succession of an institution as Paying Agent and Bond Registrar; (b) to cure any ambiguity or to cure, correct, or supplement any defective or inconsistent provision contained herein or in any ordinance or other proceeding pertaining hereto; (c) to grant to or confer on the Paying Agent and Bond Registrar for the benefit of the Bondholders any additional right, remedy, power, authority, or security that may lawfully be granted or conferred and that is not contrary to or inconsistent with this Resolution as theretofore in effect; (d) to permit the Paying Agent and Bond Registrar to comply with any obligation

imposed on it by law; (e) to achieve compliance of this Resolution with any federal tax law, regulation, or ruling; (f) to maintain or improve any rating on the Series 2020C Bonds; or (g) for any other purpose not inconsistent with the terms of this Resolution that shall not impair the security of the Bondholders or otherwise materially adversely affect the rights of the Bondholders.

**Section 23. Defeasance**. If the Corporation shall pay or cause to be paid, or there shall otherwise be paid to the Bondholders the total principal and interest due or to become due on the Series 2020C Bonds, at the times and in the manner stipulated therein and in this Resolution, then the pledge of this Resolution, and all covenants, agreements, and other obligations of the Corporation to the Bondholders, shall thereon cease, terminate, and become void and be discharged and satisfied.

The Corporation reserves the right at any time to cause the pledge of the revenues of the Projects and the statutory mortgage lien securing the Series 2020C Bonds, or any portion thereof, to be defeased and released by paying an amount into the Sinking Fund or an escrow fund established for such purpose sufficient, when invested (or sufficient without such investment, as the case may be) in direct obligations of the United States Government, to assure the availability in such escrow fund of an adequate amount (a) to call for redemption and to redeem and retire such Series 2020C Bonds, including principal and interest on the next or any optional redemption date, including all costs and expenses in connection therewith, and to pay all principal and interest falling due on such Series 2020C Bonds to and on said date, or (b) to pay all principal and interest requirements on such Series 2020C Bonds as the same mature, without redemption in advance of maturity, the determination of whether to defease under subpart (a) or (b) above or both to be made by the Corporation. Such United States Government obligations shall have maturities that will assure there will be sufficient funds for such purposes. If such defeasance is to be accomplished pursuant to subpart (a) above, the Corporation shall take all steps necessary to publish notice of the redemption of the Series 2020C Bonds or such portion thereof as herein provided. Upon the proper amount of United States Government obligations being placed in escrow and so pledged, the pledge of revenues securing the Series 2020C Bonds or such portion thereof shall be automatically fully defeased and released without any further action being necessary.

The immediately foregoing provisions are subject to the limitation that no such termination and release of the revenue pledge and the statutory mortgage lien shall be accomplished through the use of any funds or investments that, if the Series 2020C Bonds are considered to be Tax Advantaged Obligations, in the opinion of the Corporation's Bond Counsel, would adversely affect the exclusion of interest on any such Series 2020C Bond from gross income for federal income tax purposes.

**Section 24. Rebate Fund**. If the Series 2020C Bonds are to be issued as Tax Advantaged Obligations there is hereby directed to be created with the Paying Agent a special account of the Corporation designated the "Fayette County School Building Finance Corporation School Building Refunding Revenue Bonds, Series 2020C Rebate Fund". Amounts from time to time held

in the Rebate Fund, if any, shall be invested in any of the investment obligations described in Section 10 hereof (to the extent practicable), shall not be subject to the lien of this Resolution, shall not constitute a part of the trust estate held for the benefit of the Bondholders and shall be dedicated to the United States of America to the extent of any obligation on the Corporation's part to rebate to the United States Cumulative Excess Earnings. Severability. If any section, paragraph, clause, or provision of this Resolution shall be held to be invalid, the invalidity of such section, paragraph, clause, or provision shall not affect any of the remaining sections, paragraphs, clauses, or provisions of this Resolution.

**Section 25. Repeal of Inconsistent Provisions**. All prior resolutions of the Corporation or parts thereof in conflict with this Resolution are, to the extent of any such conflict, hereby repealed.

**Section 26. Holidays**. If the date for making any payment or the last date for performance of any act or the exercising of any right, as provided in this Resolution, is not a business day for the Paying Agent and Bond Registrar, such payment may be made or act performed or right exercised on the next succeeding business day with the same force and effect as if done on the date stipulated in this Resolution and no interest shall accrue for the period after such stipulated date.

**Section 27. When Resolution Effective**. This Resolution shall be in full force and effect from and after its adoption.

Section 28. Rules Of Construction. The singular form of any word used herein, including the terms defined in EXHIBIT A attached hereto, shall include the plural, and vice versa. The use herein of a word of any gender shall include correlative words of all genders. Unless otherwise specified, (a) the word "including" means "including without limitation"; (b) the word 'or" means "and/or"; (c) the word "any" means "any and all"; (d) the word "all" means "any and all"; (e) the word "each" means "each and every"; and (e) the word "every" means "each and every". Unless otherwise specified, references to articles, sections, subsections, and other subdivisions of this Resolution are to the designated articles, sections, subsections, and other subdivisions of this Resolution as originally executed. The words "hereof," "herein," "hereunder," and words of similar import refer to this Resolution as a whole. The captions or headings in this Resolution are for convenience only and in no way define, limit, or describe the scope or intent of any provisions, articles, sections, or subsections of this Resolution. All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles. EXHIBITS A and B attached hereto are hereby incorporated by reference into this Resolution and constitute a part hereof.

**Section 29.** Captions. The captions and headings appearing in this Resolution, as well as the Table of Contents, are for convenience of reference only and in no way define, limit, or describe the scope of any sections or provisions of this Resolution.

[Signature Page To Follow]

# [SIGNATURE PAGE TO BOND RESOLUTION]

ADOPTED BY THE BOARD OF DIRECTORS OF THE FAYETTE COUNTY SCHOOL DISTRICT FINANCE CORPORATION at a meeting held on October 26, 2020; and following such adoption signed by the President, attested by the Secretary, and declared to be in full force and effect according to law.

	Stephanie Spires, President
	Fayette County School District
	Finance Corporation
Attest:	
Emmanuel Caulk, Secretary	
Fayette County School District	
Finance Corporation	

# **CERTIFICATION**

I, the undersigned Secretary of the Fayette County School District Finance Corporation, do hereby certify that (1) the foregoing is a true, correct and complete copy of a Resolution duly adopted by the Corporation's Board of Directors at a properly convened meeting of the Corporation's Board of Directors duly held on October 26, 2020, signed by the President thereof and attested by me as Secretary, as shown by the official records in my possession and under my control; (2) the meeting was held pursuant to proper call and written notice duly given in compliance with KRS 61.823 and KRS 273.257 to all members of the Board of Directors of the Corporation and any local news media required to be notified; and (3) all official actions taken at the meeting are currently in full force and effect.

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

Emmanuel Caulk, Secretary
Fayette County School District
Finance Corporation

# EXHIBIT A TO BOND RESOLUTION

## **DEFINITIONS**

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

"Agreed Participation" has the meaning provided in the Participation Agreement.

"Book-Entry Form" means a form or system, as applicable, under which (i) the ownership of beneficial interests in Series 2020C Bonds and principal and interest payments thereon may be transferred only through a book entry and (ii) physical Series 2020C Bond certificates in fully registered form are registered only in the name of a Securities Depository or its nominee as Registered Holder, with the physical Series 2020C Bond certificates held in the custody of a Securities Depository.

"Board of Education" means the Board of Education of Fayette County, Kentucky.

"Board of Education Resolution" means the Resolution adopted by the Board of Education on October 26, 2020 regarding the Series 2020C Bonds.

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

"Bondholder" refers to any Registered Holder of the Series 2020C Bonds.

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

"Commonwealth" means Commonwealth of Kentucky.

"Computation Period" means, with respect to the Series 2020C Bonds, the period of time over which Excess Earnings are required to be computed under Code Section 148(f) and related Treasury Regulations.

"Contract of Lease and Rent" means the Contract of Lease and Rent to be entered into by and between the Corporation and the Board of Education in connection with the Series 2020C Bonds.

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

"Escrow Agent" refers to The Bank of New York Mellon Trust Company, which is the bank where the Escrow Fund will be deposited and is the bank which will provide the funds from the Escrow Fund at the appropriate times to the Paying Agent for the Refunded Prior Bonds for the payment of interest on the Refunded Prior Bonds.

"Escrow Agreement" refers to the Agreement between the Corporation and the Escrow Agent, authorized pursuant to this Resolution, which provides for the investment and disbursement of the funds in the Escrow Fund for the purpose of providing for the payment of the principal of and interest, together with the redemption premium, if any, on the Refunded Prior Bonds.

"Escrow Fund" refers to the Fayette County School District Finance Corporation School Building Revenue Bond Escrow Fund, created in this Resolution.

"Financial Advisor" means Robert W. Baird & Co. Incorporated, in its capacity as the Corporation's financial advisor with respect to the issuance of the Series 2020C Bonds.

"KRS" means the Kentucky Revised Statues.

"Maturity" means Series 2020C Bonds with the same credit and payment terms. Series 2020C Bonds with different maturity dates, or Series 2020C Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

"Official Statement" means the final Official Statement of the Corporation setting forth relevant information concerning the Series 2020C Bonds, the Corporation, and the Board of Education.

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

"Paying Agency Agreement" means the Agreement Relating to Paying and Registrar Agency by and between the Corporation and the Paying Agent and Bond Registrar for the Series 2020C Bonds.

"Paying Agent and Bond Registrar" means Old National Wealth Management, Evansville, Indiana, in its capacity as the Paying Agent and Bond Registrar for the Series 2020C Bonds.

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

"Preliminary Official Statement" means the Preliminary Official Statement of the Corporation setting forth relevant information concerning the Series 2020C Bonds, the Corporation, and the Board of Education.

"**Prior Bond Fund**" refers to the "Fayette County School District Finance Corporation School Building Revenue Bonds Sinking Fund, Series 2011A," created in the Prior Bond Resolution.

"**Prior Bond Resolution**" refers to the Bond Resolution duly passed and adopted by the Corporation, authorizing the Prior Bonds.

"Prior Bond Paying Agent" refers to The Bank of New York Mellon Trust Company, N.A., Louisville, Kentucky, which is the bank where the proceeds of the Series 2020C Bonds will be deposited to be used for the payment of principal of and interest, together with the redemption premium, if any, on the Prior Bonds.

"**Prior Bonds**" refers to the outstanding Fayette County School District Finance Corporation School Building Revenue Bonds, Series 2011A, dated June 14, 2011, in the original principal amount of \$52,175,000.

"**Prior Lease**" refers to the Contract of Rent and Lease between the Board of Education and the Corporation, dated as of June 1, 2011.

"Projects" means the 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 located in Lexington, Kentucky, including buildings, additions, structures, fixtures, equipment, furnishings, appurtenances, improvements, and the sites thereof.

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

"Rebate Fund" means the "Fayette County School Building Finance Corporation School Building Refunding Revenue Bonds, Series 2020C Rebate Fund" established by the Corporation pursuant to Section 24 hereof.

"**Record Date**" means the fifteenth day of the month before a June 1<sup>st</sup> or December 1<sup>st</sup> interest payment date for the Series 2020C Bonds.

"**Refunded Prior Bonds**" refers to the outstanding Prior Bonds, scheduled to mature on or after June 1, 2022 which are being refunded by the Series 2020C Bonds.

"**Refunding Program**" refers to the refinancing and refunding of the Refunded Prior Bonds.

"**Registered Holder**" means each person in whose name a Series 2020C Bond is registered pursuant to Section 2(b) hereof.

"Resolution" means this Resolution of the Corporation's Board of Directors authorizing the sale, issuance, and delivery of the Series 2020C Bonds.

"Sale Date" means the first day on which there is a binding contract in writing for the sale of a Maturity of the Series 2020C Bonds.

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

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

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

"Series 2020C Bonds" means Fayette County School District Finance Corporation School Building Revenue Bonds, Taxable Series 2020C to be issued by the Corporation pursuant to this Resolution.

"Sinking Fund" means the "Fayette County School District Finance Corporation School Building Refunding Revenue Bond and Interest Redemption Fund, Series 2020C" established by the Corporation with the Paying Agent and Bond Registrar pursuant to Section 10 of this Resolution.

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

"Successful Purchaser" means the winning bidder and purchaser of the Series 2020C Bonds pursuant to the competitive sale conducted by the Corporation pursuant to Section 16 hereof.

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

"Treasury Department" means the United States Department of the Treasury.

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

"Underwriter" means (i) any person that agrees pursuant to a written contract with the Corporation (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Series 2020C Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this definition to participate in the initial sale of the Series 2020C 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 2020C Bonds to the Public).

"Unrefunded Prior Bonds" refers to the outstanding Prior Bonds, scheduled to mature on June 1, 2021 or such additional Prior Bonds which are not refunded by the Series 2020C Bonds.

# EXHIBIT B TO BOND RESOLUTION

## **FORM OF SERIES 2020C BOND**

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FAYETTE CC	UNITED STATES COMMONWEALTI DUNTY SCHOOL DIST SCHOOL BUILDING SERIES	H OF KENTUCKY RICT FINANCE COI REVENUE BONDS	RPORATION
INTEREST RATE	MATURITY DATE	BOND DATE	CUSIP
%			
REGISTERED HOLI	DER:		
PRINCIPAL AMOU	NT:		

KNOW ALL MEN BY THESE PRESENTS: That the Fayette County School District Finance Corporation (the "Corporation"), a nonprofit Kentucky corporation acting as an agency, instrumentality, and constituted authority of and on behalf of the Board of Education of Fayette County, Kentucky (the "Board of Education"), for value received, hereby promises to pay to the registered holder identified above (the "Registered Holder"), or registered assigns, solely and only from the special fund pledged for that purpose as hereinafter referred to and not otherwise, the principal amount set out above, on the maturity date set out above, and to pay interest from the same source on the unpaid balance of said sum at the interest rate per annum set out above, payable on the first days of June and December in each year, beginning June 1, 2021, until payment of the principal amount of this Series 2020C Bond has been made to the Registered Holder hereof. Each such interest payment shall represent interest accruing on this Series 2020C Bond from the later of the Bond Date set out above or the most recent interest payment date (June 1st or December 1st) to which interest has been paid or duly provided for.

Interest accruing on this Series 2020C Bond (if not registered in book-entry form to a securities depository) shall be payable as aforesaid by check drawn upon Old National Wealth Management, as the Paying Agent and Bond Registrar, or its successor as Paying Agent and Bond Registrar (the "Paying Agent and Bond Registrar"), and mailed to the person who is the Registered Holder hereof as of the close of business on the Record Date for such interest installment, which Record Date shall be the fifteenth (15th) day of the month (whether or not a business day) next preceding an interest payment date, at the address of such Registered Holder as it appears on the books of the Paying Agent and Bond Registrar. Principal shall be paid when

due upon delivery of this Series 2020C Bond for payment at the designated office of the Paying Agent and Bond Registrar.

This Series 2020C Bond is one of a duly authorized issue of Bonds of the Corporation
designated "Fayette County School District Finance Corporation School Building Refunding
Revenue Bonds, Series 2020C" (the "Series 2020C Bonds"), issued in the original principal
amount of \$, authorized and issued by the Corporation pursuant to a Resolution duly
adopted by its Board of Directors (the "Bond Resolution") for the purpose of providing funds to
pay for the costs of the 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 located in Lexington, Kentucky (the
"Projects"), and to pay related costs, and this Series 2020C Bond has been issued under and in
full compliance with the Constitution and statutes of the Commonwealth of Kentucky, including
without limitation Sections 162.120 through 162.300 and 162.385 of the Kentucky Revised
Statutes.

Reference is made to the Bond Resolution for the provisions with respect to the nature and extent of the security, the rights, duties, and obligations of the Corporation and the Paying Agent and Bond Registrar and the Bondholders, the terms upon which the Series 2020C Bonds are issued and the terms and conditions upon which the Series 2020C Bonds will be deemed to be paid at or before their scheduled maturity or redemption upon the making of provision for the payment thereof in the manner set forth in the Bond Resolution.

\*The Series 2020C Bonds maturing on June 1, 20\_\_, are subject to mandatory sinking fund redemption in part, at the selection of the Paying Agent and Bond Registrar by lot, from moneys in the special fund identified hereinafter on each June 1<sup>st</sup>, beginning June 1, 20\_\_, at the principal amount thereof plus accrued interest to the redemption date, according to the following schedule of mandatory sinking fund installments:

Redemption Date <u>June 1</u>	Principal <u>Amount</u>
	\$

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

The Series 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\_\_, in whole or in part at any time or times in any order of maturity (less than all of a single maturity to be selected by lot by

the Paying Agent and Bond Registrar) at the redemption price of 100% of the principal amount thereof plus accrued interest to the redemption date.

At least thirty days but no more than sixty days before the redemption date of any Series 2020C Bonds, the Paying Agent and Bond Registrar shall cause a notice of redemption to be mailed postage prepaid by first class mail to all registered holders of Series 2020C Bonds to be redeemed in whole or in part at their registered addresses. Failure to mail any notice or any defect therein in respect of any such Series 2020C Bond shall not affect the validity of the redemption of any other Series 2020C Bond. Such redemption notice shall set forth in detail the redemption provisions.

This Series 2020C Bond and the issue of which it forms a part are payable from and secured by a pledge of the revenues to be derived from leasing the Projects, which revenues are provided to be sufficient to pay the principal of and interest on this Series 2020C Bond and the issue of which it forms a part as and when the same become due and payable and which shall be set aside as a special fund for that purpose created by the Bond Resolution and identified as the "School Building Refunding Revenue Bond and Interest Redemption Fund, Series 2020C". This Series 2020C Bond and the issue of which it forms a part do not constitute an indebtedness of the Corporation within the meaning of any constitutional or statutory provisions or limitations. The Corporation covenants that it will fix and charge such rentals for, and will collect and account for the revenues from, the Projects so that such revenues will be sufficient to pay the interest on and principal of this issue of Series 2020C Bonds. Funds for such payments on the Series 2020C Bonds are expected to be derived from rentals paid by the Board of Education of Fayette County, Kentucky, under a year-to-year lease of the Projects.

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

This Series 2020C Bond is issued under and pursuant to the Constitution and statutory laws of the Commonwealth of Kentucky and its construction will be governed thereby.

This Series 2020C Bond shall be transferable only upon the presentation and surrender hereof at the designated office of the Paying Agent and Bond Registrar, duly endorsed for transfer or accompanied by an assignment duly executed by the Registered Holder or his authorized representative. The Paying Agent and Bond Registrar shall not be required to transfer or exchange this Series 2020C Bond (a) during any period beginning five days before the selection by the Paying Agent and Bond Registrar of Series 2020C Bonds to be redeemed before maturity and ending on the date of mailing of notice of any such redemption or (b) if this Series 2020C Bond has been selected or called for redemption in whole or in part.

Series 2020C Bonds shall be exchangeable upon the presentation and surrender thereof at the designated office of the Paying Agent and Bond Registrar for a Series 2020C Bond or Series 2020C Bonds of the same maturity, and in the denomination of \$5,000 or any integral multiple thereof, in an aggregate principal amount or amounts equal to the unpaid principal amount of

the Series 2020C Bond or Series 2020C Bonds presented for exchange. The Paying Agent and Bond Registrar shall authenticate and deliver Series 2020C Bonds delivered in exchange in accordance herewith.

It is hereby certified, recited, and declared that all acts, conditions, and things required to exist, happen, and be performed precedent to and in the execution and delivery of this Series 2020C Bond have existed, have happened, and have been performed in due time, form, and manner as required by law; that the issuance of this Series 2020C Bond and the issue of which it forms a part, together with all other obligations of the Corporation, does not exceed or violate any constitutional or statutory limitations; and that a sufficient portion of the revenues of the Projects has been pledged to and will be set aside into said special fund by the Corporation for the prompt payment of the principal of and interest on this issue of Series 2020C Bonds.

This Series 2020C Bond shall not be valid or become obligatory for any purpose until the Certificate of Authentication hereon shall have been executed by the Paying Agent and Bond Registrar.

[Signature Page To Follow]

# [SIGNATURE PAGE TO SERIES 2020C BOND]

**IN WITNESS WHEREOF**, the Fayette County School District Finance Corporation has caused this Series 2020C Bond to be executed with the manual or reproduced facsimile of the official signature of its President and to be attested by the manual or reproduced facsimile signature of its Secretary, in each case as a duly authorized officer of the Corporation, all as of the date of this Series 2020C Bond, which is the Bond Date set out above.

	FAYETTE COUNTY SCHOOL DISTRICT FINANCE CORPORATION
	By: <u>(manual or facsimile signature)</u> President
Attest:	
	By: <u>(manual or facsimile signature)</u> Secretary
CERTIFICATE OF AUTHENTICATION	
The undersigned hereby certifies that this is one of the Series 2020C Bonds described above.	
OLD NATIONAL WEALTH MANAGEMENT Evansville, Indiana Paying Agent and Bond Registrar	
By: <u>(manual signature)</u> Authorized Officer	

Authentication Date:

# **ASSIGNMENT**

FOR V	ALUE RECEIVED, the undersigned sells, assigns and transfers unto
(Name	e, Address and Social Security (or other Identifying Number of Assignee))
the wit	hin Series 2020C Bond and does hereby irrevocably constitute and appoint
•	nsfer the said Series 2020C Bond on the books kept for registration thereof with full itution in the premises.
Dated:	
	NOTICE: The signature of this assignment must correspond with
	the name of the Registered Holder as it appears upon the face of the within Series 2020C Bond in every particular, without alteration or
	enlargement or any change whatever.
Signature guar	ranteed:

#### NOTICE OF BOND SALE

Fayette County (Kentucky) School District Finance Corporation (the "Corporation") will, until 12:00 p.m., ET, on November 12, 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 <a href="http://www.rwbaird.com/public-finance/Baird-Forward-Competitive-Calendar">http://www.rwbaird.com/public-finance/Baird-Forward-Competitive-Calendar</a>. 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 1st and ending on the next succeeding May 31st (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 1st and December 1st during such rental year plus the principal amount of Series 2020C Bonds which will mature and interest which will become due on June 1st 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.

It is agreed and understood that so long as the Board of Education Section 7. 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 1st 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.

FINANCE CORPORATION
Ву:
Stephanie Spires
President
BOARD OF EDUCATION OF FAYETTE
COUNTY, KENTUCKY
0001111,212211100211
Ву:
Stephanie Spires
Chairperson

COMMONWEALTH OF KENTUCKY )	
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

## **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 1st 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.

	TTE COUNTY SCHOOL DISTRICT NCE CORPORATION
By:	
	Stephanie Spires
	President
_	RD OF EDUCATION OF FAYETTE NTY, KENTUCKY
<i>-y</i> .	Stephanie Spires
	Chairperson
	r

COMMONWEALTH OF KENTUCKY )
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

#### NOTICE OF BOND SALE

Fayette County (Kentucky) School District Finance Corporation (the "Corporation") will, until 11:30 a.m., ET, on November 12, 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 <a href="http://www.rwbaird.com/public-finance/Baird-Forward-Competitive-Calendar">http://www.rwbaird.com/public-finance/Baird-Forward-Competitive-Calendar</a>. 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

# 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 11:30 a.m., Eastern Time ("ET"), November 12, 2020

Bid Date: November 12, 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 abovedescribed 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:

<sup>\*</sup> Preliminary, subject to change.

Maturity Date <u>December 1</u>	Principal <u>Amount</u> *	Maturity Date <u>December 1</u>	Principal <u>Amount*</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

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 Bonds. If the successful bidder should fail to accept

<sup>\*</sup> Preliminary, subject to change.

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 1st 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 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-theoffering-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-theoffering-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 <a href="http://www.rwbaird.com/public-finance/Baird-Forward-Competitive-Calendar">http://www.rwbaird.com/public-finance/Baird-Forward-Competitive-Calendar</a>. 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: <u>/s/ John White</u>
Treasurer

# **EXHIBIT A**

# **OFFICIAL BID FORM**

(Written Alternative)

November 12, 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 \$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)

Maturity	Principal	Interest	Maturity	Principal	Interest
December 1	Amount*	<u>Rate</u>	December 1	Amount*	<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**

Year		Year
	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 2020B Bonds awarded, as a good faith deposit to secure faithful performance of the terms of our bid (the "Good

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

**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 s from date of Series 2020B Bonds to final r	-	\$
[b]	Purchase price of the Series 2020B Bonds (to include premium or discount)		\$
[c]	True Interest Cost (TIC)		%
		Respectfully submitted,	
		Authorized Signature	
		Name of Piddon on Donnescontative	
		Name of Bidder or Representative Bidding Syndicate	: 01
		<i>5</i> .	
		Address	

Maturity	Final	Maturity	Final
December 1	<u>Amount</u>	December 1	Amount
2021	\$	2031	\$
2022	\$	2032	\$
2023	\$	2033	\$
2024	\$	2034	\$
2025	\$	2035	\$
2026	\$	2036	\$
2027	\$	2037	\$
2028	\$	2038	\$
2029	\$	2039	\$
2030	\$	2040	\$
rm Bond (if appl	icable)		
		FAYETTE COUNTY FINANCE CORPOR Advisor and Agent, CO. INCORPORAT	RATION, by its ROBERT W. BA

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. <u>Reasonably Expected Initial Offering Price</u>. 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. <u>Competitive Sale</u>. 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. <u>Competitive Sale</u>. 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. <u>Corporation to Hold-the-Offering Price Rule</u>. 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. <u>Satisfaction of the Hold-the-Offering-Price Rule</u>. 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 ( $5^{th}$ ) 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. <u>Bidding Certifications</u>. 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. <u>Defined Terms</u>.

- (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. <u>Purchase Price</u>. 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. <u>Financial Advisor</u>. 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 amended, and the Treasury Regulations there	
Dated this, 2020.	
	By:
	Name:

# SCHEDULE A EXPECTED OFFERING PRICES (Attached)

SCHEDULE B
COPY OF UNDERWRITER'S BID
(Attached)

# 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 12:00 p.m., Eastern Time ("ET"), November 12, 2020

Bid Date: November 12, 2020

Bid Time: By 12:00 p.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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<sup>\*</sup> Preliminary, subject to change.

Maturity Date <u>June 1</u>	Principal <u>Amount</u> *	Maturity Date <u>June 1</u>	Principal <u>Amount*</u>
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 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

<sup>\*</sup> Preliminary, subject to change.

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 23rd 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 1st 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 <a href="http://www.rwbaird.com/public-finance/Baird-Forward-Competitive-Calendar">http://www.rwbaird.com/public-finance/Baird-Forward-Competitive-Calendar</a>. 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: <u>/s/ John White</u> Treasurer

#### **EXHIBIT A**

# **OFFICIAL BID FORM**

(Written Alternative)

November 12, 2020 (Sale time: 12:00 p.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)

Maturity <u>June 1</u>	Principal <u>Amount</u> *	Interest <u>Rate</u>	Maturity <u>June 1</u>	Principal <u>Amount*</u>	Interest <u>Rate</u>
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				

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

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

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:

<b>Principal Amounts Due</b>		
Year		Year
	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).

info	rmation and convenience:	•	•	-
[a]	Total principal and interest payments at from date of Series 2020C Bonds to final	-	\$	
[b]	Purchase price of the Series 2020C Bonds (to include premium or discount)	5	\$	
[c]	True Interest Cost (TIC)			9
		Respectfully submitted,		
		Authorized Signature		
		N(D:11D	line of	
		Name of Bidder or Representa Bidding Syndicate	itive of	
		Address		

The above is our purchase offer. We submit our own computations thereof only for your

Maturity	Final	Maturity	Final
June 1	<u>Amount</u>	June 1	<u>Amount</u>
2021	\$	2027	\$
2022	\$	2028	\$
2023	\$	2029	\$
2024	\$	2030	\$
2025	\$	2031	\$
2026	\$		
rm Bond (if ap	pplicable)	FAYETTE COUNTY FINANCE CORPOR Advisor and Agent, 1	RATION, by its

# 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 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 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

# RECORD OF BOARD PROCEEDINGS (MINUTES)

Fayette County Board of Education Planning Meeting September 14, 2020

The Fayette County Board of Education met at 701 East Main Street, Lexington, KY 5:30 p.m. on September 14, 2020 with the following members present:

# Attendance Taken at 5:34 p.m.:

# Present Board Members:

Mr. Raymond Daniels

Mr. Daryl Love

Ms. Christy Morris

Mr. Tyler Murphy

Ms. Stephanie Aschmann Spires

# **Administration Present**

Emmanuel Caulk, Superintendent
Shelley Chatfield, General Counsel
Kate McAnelly, Chief Academic Officer
Schuronda Morton, Acting Senior Director of Leadership
Myron Thompson, Chief Operating Officer
John White, Chief Financial Officer

The purpose of the agenda planning meeting is to review the draft agenda with the Board before the Regular Board Meeting on September 14, 2020. The draft agenda is filed with the official minutes.

# A. CALL TO ORDER

Ms. Stephanie Aschmann Spires called the meeting to order at 5:34 p.m.

# A.1. Roll Call

# **B. EXTEND WELCOME TO GUESTS**

Ms. Stephanie Aschmann Spires extended a welcome to guests who were watching the virtual planning meeting.

#### 80616

# C. READING OF MISSION STATEMENT

# D. APPROVAL OF AGENDA

**Motion Passed:** A motion to approve the agenda by removing Consent Item H5 and Action Item I 3 with any changes voiced including the lifting of items from the consent section for discussion, passed with a motion by Ms. Christy Morris and a second by Mr. Tyler Murphy.

Mr. Raymond Daniels	Yes
Mr. Daryl Love	Yes
Ms. Christy Morris	Yes
Mr. Tyler Murphy	Yes
Ms. Stephanie Aschmann Spires	Yes

D.1. Addendum:	
D.1.a	
D.1.b	
D.2. Deletions:	
D.2.a	
D 2 h	

# E. INTRODUCTIONS, RECOGNITIONS AND PROCLAMATIONS:

E.1. Proclamations

# F. REPORTS AND COMMUNICATIONS:

F.1. Progress Reports

# F.1.a. Superintendent's Report

Discussion:

Dr. Kraig Humbaugh from the Lexington-Fayette County Health Department provided an update to the board on COVID-19 in Fayette County. Director of Child Nutrition Michelle Coker provided an update on feeding students during NTI: 2DL. Director of Technology Bob Moore provided an update on efforts to ensure students; families and teachers have the tools they need for virtual learning. Senior Director of School Leadership Schuronda Morton and Brenda Cowan Elementary School Principal Josh Williams provided an update on NTI: 2DL.

F.1.a.1. Academic Services

F.1.a.2. Operations & Support

G. APPROVAL OF ROUTINE MATTERS:

H. APPROVAL OF CONSENT ITEMS:

H.1. Award of Bids/ Proposals

H.2. Declaration of Surplus and Intent to Sell

and the FCPS Preschool Center (GROUP B) BG# 19-122

- H.3. Post Approval Placeholder
- H.4. Special and Other Leave of Absence
- H.5. Approval of a BG-5 Project Closeout Form for the Contract for the Construction of Brenda Cowan Elementary (the New Elementary School at Athens-Boonesboro Road) BG 17-185
- H.6. Approval of a BG-4 Contract Closeout Form for the Contract for the Replacement of the Athletic Field Artificial Turf and Running Track at Henry Clay High School BG 19-108
- H.7. Approval of a Proposed Change Order (No. Seven) to the Contract for the Modifications to the Front Entries and Secured Vestibules at Ashland, Harrison, Maxwell, Booker T.

Washington, Dixie, Northern and Picadome Elementary Schools; Crawford Middle School; and the FCPS Preschool Center (GROUP B) BG# 19-122

H.8. Approval of a Proposed Change Order (No. Eight) to the Contract for the Modifications to the Front Entries and Secured Vestibules at Ashland, Harrison, Maxwell, Booker T. Washington, Dixie, Northern and Picadome Elementary Schools; Crawford Middle School;

H.9. Approval of a Proposed Change Order (No. Eleven) to the Contract for the Disconnecting / Setting Up Utilities and Partial Renovation of 450 Park Place (Central Offices) BG# 20-060

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

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

# I. APPROVAL OF ACTION ITEMS:

I.1. Approval of BG-1 Project Application for the Purchase of 100 Midland Avenue BG# 21-056

**Motion Passed:** A motion to approve a BG-1 Project Application for the purchase of 100 Midland Avenue in the amount of \$7,644,977.00 (Seven Million, Six Hundred Forty-four Thousand, Nine Hundred Ninety-seven Dollars), subject to the approval of the Kentucky Department of Education, District Facilities Branch, per the provisions of 702 KAR 4:160 passed with a motion by Mr. Tyler Murphy and a second by Mr. Daryl Love.

Mr. Raymond Daniels

Mr. Daryl Love

Ms. Christy Morris

Mr. Tyler Murphy

Ms. Stephanie Aschmann Spires

Yes

Yes

#### 80618

# I.2. Approval of BG-1 Project Application for the Purchase of 2185 and 2345 Polo Club Boulevard BG# 21-050

**Motion Passed:** A motion to approve a BG-1 Project Application for the purchase of 2185 and 2345 Polo Club Boulevard in the amount of \$13,714,896.00 (Thirteen Million, Seven Hundred Fourteen Thousand, Eight Hundred Ninety-six Dollars), subject to the approval of the Kentucky Department of Education, District Facilities Branch, per the provisions of 702 KAR 4:160 passed with a motion by Mr. Raymond Daniels and a second by Ms. Christy Morris.

Mr. Raymond Daniels	Yes
Mr. Daryl Love	Yes
Ms. Christy Morris	Yes
Mr. Tyler Murphy	Yes
Ms. Stephanie Aschmann Spires	Yes

# I.3. Contract - LFUCHD School Nurses for Diocese of Lexington (Elementary Schools)

# I.4. Contract - Hoonuit "Versifit Technologies"

**Motion Passed:** A motion to approve a contract with Versifit Technologies passed with a motion by Ms. Christy Morris and a second by Mr. Raymond Daniels.

Mr. Raymond Daniels	Yes
Mr. Daryl Love	Yes
Ms. Christy Morris	Yes
Mr. Tyler Murphy	Yes
Ms. Stephanie Aschmann Spires	Yes

# I.5. Requests from Principals for Extended Field Trips

**Motion Passed:** A motion to approve the extended field trip requests passed with a motion by Ms. Christy Morris and a second by Mr. Raymond Daniels.

Mr. Raymond Daniels	Yes
Mr. Daryl Love	Yes
Ms. Christy Morris	Yes
Mr. Tyler Murphy	Yes
Ms. Stephanie Aschmann Spires	Yes

# I.6. Tax Levy Fiscal Year 2020-21

Discussion:

Finance Director Rodney Jackson provided information on the tax levy for fiscal year 2020 -2021.

**Motion Passed:** The Superintendent's recommendation that the Board of Education for 2020-2021 levies a total rate of 81.0 cents (real estate) and 76.0 cents (personal property) per \$100 assessed valuation and a total motor vehicles property rate of 59.2 cents per \$100 assessed valuation in preparation of the Working Budget for School Year 2020-2021 passed with a motion by Mr. Tyler Murphy and a second by Mr. Raymond Daniels.

Mr. Raymond Daniels	Yes
Mr. Daryl Love	Yes
Ms. Christy Morris	Yes
Mr. Tyler Murphy	Yes
Ms. Stephanie Aschmann Spires	Yes

# I.7. Award of RFP 34-20 Thermal Temperature Monitoring

**Motion Passed:** A motion to approve the award recommendation for RFP 34-20 Thermal Temperature Monitoring to BCI Integrated Solutions passed with a motion by Mr. Daryl Love and a second by Ms. Christy Morris.

Mr. Raymond Daniels	Yes
Mr. Daryl Love	Yes
Ms. Christy Morris	Yes
Mr. Tyler Murphy	Yes
Ms. Stephanie Aschmann Spires	Yes

# J. PLANNING DISCUSSION/INFORMATIONAL ITEMS:

# J.1. 2020-2021 Working Budget (Place Holder)

Discussion:

Director of Budget and Financial Planning Ann Sampson-Grimes shared information on the 2020-2021 working budget.

- J.2. Monthly Financial (Placeholder)
- J.3. School Activity Funds Placeholder
- **J.4. Personnel Changes**

#### K. ORAL COMMUNICATIONS:

#### 80620

# **K.1. Board Request Summary**

Discussion:

K.2.b. Staff

The Board discussed classwork assignments during NTI: 2DL. Board Chair Stephanie Aschmann Spires informed the public that the board does not handle the day-to-day classroom assignments, which are handled at the school level.

K.1.a. \_\_\_\_\_ K.1.b. \_\_\_\_ K.1.c. \_\_\_\_ K.2. Other Business K.2.a. Board Discussion of Board Work

#### L. MOTION MAKING AGENDA PART OF THE OFFICIAL BOARD MINUTES:

**Motion Passed:** A motion to make the agenda dated September 14, 2020 on which action has been taken a part of the minutes as copied in the minutes verbatim passed with a motion by Mr. Daryl Love and a second by Mr. Tyler Murphy.

Mr. Raymond Daniels Yes
Mr. Daryl Love Yes
Ms. Christy Morris Yes
Mr. Tyler Murphy Yes
Ms. Stephanie Aschmann Spires Yes

#### M. CLOSED SESSION:

**Motion Passed:** A motion to go into closed session, pursuant to KRS 61.810 (1)(b) to discuss acquisition or sale of real property, KRS 61.810 (1)(c) to discuss proposed or pending litigation and pursuant to KRS 61.810 (1)(f) to discuss personnel, passed at 7:51 p.m. with a motion by Ms. Christy Morris and a second by Mr. Tyler Murphy.

Mr. Raymond Daniels

Mr. Daryl Love

Ms. Christy Morris

Mr. Tyler Murphy

Ms. Stephanie Aschmann Spires

Yes

Yes

# M.1. Reconvene in Open Session

**Motion Passed:** A motion to reconvene in open session passed with a motion by Ms. Christy Morris and a second by Mr. Raymond Daniels at 9:09 p.m.

Mr. Raymond Daniels	Yes
Mr. Daryl Love	Yes
Ms. Christy Morris	Yes
Mr. Tyler Murphy	Yes
Ms. Stephanie Aschmann Spires	Yes

**Motion Passed:** A motion to revise the previously authorized purchase agreement for 46.93 acres at 2185 and 2345 Polo Club Blvd to close on or before December 3, 2020 and provide for the establishment of the escrow account prior to closing the real estate transaction subject to the terms and conditions of the Agreement and the approval of the Kentucky Department of Education, District Facilities Branch, per the provision of 702 KAR 4:050 passed with a motion by Ms. Christy Morris and a second by Mr. Raymond Daniels

Mr. Raymond Daniels	Yes
Mr. Daryl Love	Yes
Ms. Christy Morris	Yes
Mr. Tyler Murphy	Yes
Ms. Stephanie Aschmann Spires	Yes

#### N. ADJOURNMENT:

**Motion Passed:** A motion to adjourn the meeting at 8:10 p.m. passed with a motion by Mr. Tyler Murphy and a second by Mr. Raymond Daniels.

Mr. Raymond Daniels	Yes
Mr. Daryl Love	Yes
Ms. Christy Morris	Yes
Mr. Tyler Murphy	Yes
Ms. Stephanie Aschmann Spires	Yes

Stephanie Spires, Chair	

# **RECORD OF BOARD PROCEEDINGS**

# (MINUTES)

Board of Education Special Meeting September 25, 2020

The Fayette County Board of Education met at 701 East Main Street, Lexington, KY 8 a.m. on September 25, 2020 with the following members present:

# Attendance Taken at 8:07 a.m.:

# Present Board Members:

Mr. Raymond Daniels

Mr. Daryl Love

Ms. Christy Morris

Mr. Tyler Murphy

Ms. Stephanie Aschmann Spires

# **Administration Present**

Emmanuel Caulk, Superintendent
Shelley Chatfield, General Counsel
Kate McAnelly, Chief Academic Officer
Schuronda Morton, Acting Senior Director of Leadership
Myron Thompson, Chief Operating Officer
John White, Chief Financial Officer

# A. CALL TO ORDER

Ms. Stephanie Aschmann Spires called the meeting to order at 8:05 a.m.

# B. ROLL CALL

# C. READING OF MISSION STATEMENT

Mr. Ray Daniels read the Mission Statement.

# D. PURPOSE OF MEETING

Pursuant to KRS Chapter 61, notice is hereby given that on September 23, 2020, the Chair of the Fayette County Board of Education called a special meeting of the Board of Education for Friday,

September 25, 2020 at 8 a.m. The Fayette County Public Schools Board of Education will conduct a virtual meeting on Friday, September 25, 2020 at 8 a.m. This will be a virtual meeting streamed online for the purpose of board discussion of data related to incidence rates and community spread of COVID-19 in Fayette County and district plans to meet the obligations of state emergency administrative regulation 902 KAR 2:220E. The link for this meeting is <a href="fcps.net/virtualmeeting">fcps.net/virtualmeeting</a>.

Please be advised, in this state of a proclaimed national emergency and under a similar declaration by the Governor, it is not currently 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 (within about 6 feet). Under these exceptional circumstances in which the Commonwealth of Kentucky is confronting a worldwide pandemic while nevertheless needing to accomplish critical public business, pursuant to KRS 61.840, the Fayette County Public Schools Board of Education will not provide a primary physical location for public viewing and will proceed pursuant to KRS 61.826 with concessions outlined in the Attorney General's Opinion OAG 20-05. Thus, the public can access the media via the live stream, but cannot be physically present at the meeting.

#### E. INFORMATIONAL ITEMS:

# E.1. Incidence Rates and Community Spread of COVID-19

Discussion:

Superintendent Emmanuel Caulk welcomed guests and explained that the main reason for meeting this morning was to discuss data related to the incidence rates of COVID-19 in Fayette County. Dr. Humbaugh from the Lexington-Fayette County Health Department shared data to assist in making a decision on going back in the classroom. Lance Poston, Co-Project Director of the UK Health Corps, shared information about UK Health Corps. Bob DiPaola, Dean of the UK College of Medicine and Team Lead of the UK START Team, shared information about the strategies of the START Team.

# E.2. State Emergency Administrative Regulation 902 KAR 2:220E

Discussion:

Superintendent Emmanuel Caulk shared information on the K-12 Schools COVID-19 Mode of Instruction Metrics. Chief Operating Officer Myron Thompson shared information on the processes that FCPS has developed to collect reports of positive COVID-19 cases from families and staff.

#### F. ADJOURNMENT:

**Motion Passed:** A motion to adjourn the meeting at 10:24 a.m. passed with a motion by Ms. Christy Morris and a second by Mr. Daryl Love.

Mr. Raymond Daniels	Yes	
Mr. Daryl Love	Yes	
Ms. Christy Morris	Yes	
Mr. Tyler Murphy	Absent	
Ms. Stephanie Aschmann Spires	Yes	
		Stephanie Aschmann Spires, Chair
		Emmanuel Caulk, Superintendent and
		Secretary to the Board

# RECORD OF BOARD PROCEEDINGS

# (MINUTES)

Board of Education Regular Meeting September 28, 2020

The Fayette County Board of Education met at 701 East Main Street, Lexington, KY 6 p.m. on September 28, 2020 with the following members present:

# Attendance Taken at 6:04 p.m.:

# **Present Board Members:**

Mr. Raymond Daniels

Mr. Daryl Love

Ms. Christy Morris

Mr. Tyler Murphy

Ms. Stephanie Aschmann Spires

# **Administration Present**

Emmanuel Caulk, Superintendent
Shelley Chatfield, General Counsel
Kate McAnelly, Chief Academic Officer
Schuronda Morton, Acting Senior Director of Leadership
Myron Thompson, Chief Operating Officer
John White, Chief Financial Officer

# A. CALL TO ORDER

Ms. Stephanie Aschmann Spires called the meeting to order 6:04 p.m.

# A.1. Roll Call

# **B. EXTEND WELCOME TO GUESTS**

Ms. Stephanie Aschmann Spires extended a welcome to guests at the virtual board meeting.

# C. READING OF MISSION STATEMENT

Ms. Christy Morris read the Mission Statement.

#### 80624

# D. APPROVAL OF AGENDA

**Motion Passed:** A motion to approve the agenda with any changes voiced including the lifting of items from the consent section for discussion passed with a motion by Mr. Tyler Murphy and a second by Mr. Daryl Love.

Mr. Raymond Daniels	Yes
Mr. Daryl Love	Yes
Ms. Christy Morris	Yes
Mr. Tyler Murphy	Yes
Ms. Stephanie Aschmann Spires	Yes

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

# E. INTRODUCTIONS, RECOGNITIONS AND PROCLAMATIONS:

E.1. Proclamations

# F. REPORTS AND COMMUNICATIONS:

F.1. Progress Reports

# F.1.a. Superintendent's Report

Discussion:

Superintendent Emmanuel Caulk shared information on Reenvisioning, Reimaging and Renewing Plan and presented an update on returning to school. He reviewed district efforts and public health data showing that Fayette County was in the "red" for COVID-19 incidence rates.

Senior Director of School Leadership Schuronda Morton presented information about plans for a hybrid instructional model under which students would be divided into two cohorts that would alternate attending school in-person for two days and learning remotely for three days. District Spokesperson Lisa Deffendall reviewed the health and safety protocols students would encounter during a typical school day.

Child Nutrition Director Michelle Coker reviewed plans to feed children at school and neighborhood locations. Chief Academic Officer Kate McAnelly presented an overview of plans to provide targeted services for small groups of students.

**Motion Passed**: A motion to allow the district to move toward targeted services on October 19 if a plan is presented to the board by October 12 and to continue extracurricular and athletic activities passed with a motion by Mr. Raymond Daniels and a second by Mr. Daryl Love.

Mr. Raymond Daniels	Yes
Mr. Daryl Love	Yes
Ms. Christy Morris	Yes
Mr. Tyler Murphy	Yes
Ms. Stephanie Aschmann Spires	Yes

**Motion Passed**: A motion formally requesting a detailed plan for the hybrid instructional model on or before October 26 passed with a motion by Mr. Tyler Murphy and a second by Mr. Raymond Daniels.

Mr. Raymond Daniels	Yes
Mr. Daryl Love	Yes
Ms. Christy Morris	Yes
Mr. Tyler Murphy	Yes
Ms. Stephanie Aschmann Spires	Yes

# F.1.a.1. Academic Services

# F.1.a.2. Operations & Support

Chief Operating Officer Myron Thompson provided the monthly construction report, sharing that the renovation of the STEAM and Success Academies is 89 percent complete, the renovation of the 450 Park Place Central Office building is 74 percent complete and the construction of a new Tates Creek High School is 10 percent complete with a targeted completion date of July 2022. He stated that the secure vestibules at 28 sites should be complete by December 2020.

# G. APPROVAL OF ROUTINE MATTERS:

**Motion Passed:** A motion to approve the minutes of the August 10, 2020 planning meeting, August 12, 2020 special meeting, August 19, 2020 special meeting and August 24, 2020 regular board meeting passed with a motion by Ms. Christy Morris and a second by Mr. Daryl Love.

Yes
Yes
Yes
Yes
Yes

#### 80626

- G.1. Minutes of the August 10, 2020 Board Planning Meeting
- G.2. Minutes of the August 12, 2020 Special Board Meeting
- G.3. Minutes of the August 19, 2020 Special Board Meeting
- G.4. Minutes of the August 24, 2020 Regular Board Meeting

#### H. APPROVAL OF CONSENT ITEMS:

**Motion Passed:** A motion to approve the items on the consent calendar including any items added by addendum passed with a motion by Mr. Daryl Love and a second by Mr. Raymond Daniels.

Mr. Raymond Daniels	Yes
Mr. Daryl Love	Yes
Ms. Christy Morris	Yes
Mr. Tyler Murphy	Yes
Ms. Stephanie Aschmann Spires	Yes

- H.1. Award of Bids/Proposals
- **H.2. Declaration of Surplus**
- H.3. Post Approval Report
- H.4. Special and Other Leave of Absence
- H.5. Approval of a BG-4 Contract Closeout Form for the Contract for the Replacement of the Athletic Field Artificial Turf and Running Track at Henry Clay High School BG 19-108 H.6. Approval of a Proposed Change Order (No. Seven) to the Contract for the Modifications to the Front Entries and Secured Vestibules at Ashland, Harrison, Maxwell, Booker T. Washington, Dixie, Northern and Picadome Elementary Schools; Crawford Middle School; and the FCPS Preschool Center (GROUP B) BG# 19-122
- H.7. Approval of a Proposed Change Order (No. Eight) to the Contract for the Modifications to the Front Entries and Secured Vestibules at Ashland, Harrison, Maxwell, Booker T. Washington, Dixie, Northern and Picadome Elementary Schools; Crawford Middle School; and the FCPS Preschool Center (GROUP B) BG# 19-122
- H.8. Approval of a Proposed Change Order (No. Eleven) to the Contract for the Disconnecting / Setting Up Utilities and Partial Renovation of 450 Park Place (Central Offices) BG# 20-060
- H.9. Approval of a Proposed Change Order (No. Two) to the Contract for the Construction of the New Tates Creek High School BG# 20-082
- H.10. Approval of a Proposed Change Order (No. Three) to the Contract for the Construction of the New Tates Creek High School BG# 20-082

# I. APPROVAL OF ACTION ITEMS:

# I.1. IT Staff Augmentee to support Grants, Research, Accountability, & Data

**Motion Passed:** A motion to approve procuring services from NTT Data through the Commonwealth Office of Technology IT system design/development services contract passed with a motion by Mr. Tyler Murphy and a second by Mr. Daryl Love.

Mr. Raymond Daniels	Yes
Mr. Daryl Love	Yes
Ms. Christy Morris	Yes
Mr. Tyler Murphy	Yes
Ms. Stephanie Aschmann Spires	Yes

# I.2. Requests from Principals for Extended Trips

**Motion Passed:** A motion to approve the extended trip requests as listed passed with a motion by Ms. Christy Morris and a second by Mr. Raymond Daniels.

Yes
Yes
Yes
Yes
Yes

# **I.3. 2020-2021 Working Budget**

Discussion:

Director of Budget and Financial Planning Ann Sampson-Grimes shared information on the 2020-2021 working budget.

**Motion Passed:** A motion to approve the Fayette County Public Schools Final Working Budget for the 2020-2021 school year passed with a motion by Ms. Christy Morris and a second by Mr. Raymond Daniels.

Mr. Raymond Daniels	Yes
Mr. Daryl Love	Yes
Ms. Christy Morris	Yes
Mr. Tyler Murphy	Yes
Ms. Stephanie Aschmann Spires	Yes

#### 80628

# I.4. Monthly Financial Report

Discussion:

Finance Director Rodney Jackson provided the August monthly financial report. The total revenue was \$82 million and expenditures totaled \$52 million including encumbrances. The total general balance sheet reflected total assets of \$59 million and total liabilities of \$6.6 million.

**Motion Passed:** A motion to accept the Monthly Treasurer's Report of Revenue/Expense reports as presented to the Board passed with a motion by Mr. Raymond Daniels and a second by Mr. Daryl Love.

Mr. Raymond Daniels	Yes
Mr. Daryl Love	Yes
Ms. Christy Morris	Yes
Mr. Tyler Murphy	Yes
Ms. Stephanie Aschmann Spires	Yes

# J. DISCUSSION/INFORMATIONAL ITEMS:

- J.1. School Activity Funds Report
- J.2. Personnel Changes

# **K. ORAL COMMUNICATIONS:**

K.1. Bo	ard Request Summary
K.1.a	
K.1.b	
K.1.c	

**K.2. Other Business** 

K.2.a. Board Discussion of Board Work

K.2.b. Staff

# L. MOTION MAKING AGENDA PART OF THE OFFICIAL BOARD MINUTES:

**Motion Passed:** A motion to make the agenda dated September 28, 2020 on which action has been taken a part of the minutes as copied in the minutes verbatim passed with a motion by Mr. Daryl Love and a second by Mr. Tyler Murphy.

Mr. Raymond Daniels	Yes
Mr. Daryl Love	Yes
Ms. Christy Morris	Yes
Mr. Tyler Murphy	Yes
Ms. Stephanie Aschmann Spires	Yes

# M. CLOSED SESSION:

# M.1. Reconvene in Open Session

# N. ADJOURNMENT:

**Motion Passed:** A motion to adjourn the meeting at 9:48 p.m. passed with a motion by Mr. Tyler Murphy and a second by Mr. Raymond Daniels.

Mr. Raymond Daniels	Yes
Mr. Daryl Love	Yes
Ms. Christy Morris	Yes
Mr. Tyler Murphy	Yes
Ms. Stephanie Aschmann Spires	Yes

Stephanie Aschmann Spires, Chair

Emmanuel Caulk, Superintendent and Secretary to the Board



# Executive Summary Fayette County Public Schools Board Meeting Agenda Item

MEETING: Regular DATE: 10/19/2020

**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

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

# **AWARD OF BIDS/PROPOSALS**

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

# BIDS/PROPOSALS

BID	MAILING ROSTER	DEPARTMENT	RESPONSE - NUMBER RECEIVED
1. RFP 32-20 HVACR Service and Repair	1. TSMSDC 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. TSMSDC 2. Commerce Lexington 3. SBA 4. NAVOBA 5. KYPTAC 6. ORVWBC 7. B2Gnow 8. Vendor Registry	Operations and Support	1

CONTRACT EXTENSIONS	VENDOR	DEPARTMENT	YEAR OF EXTENSION
Bid 46-17 Integrated Pest     Management Program	Terminix International	Plant Operations	3
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

Vendor	Average Score	
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:**

ltem	Amount	Funding Source	Recurring/ Nonrecurri ng	Measurable Expected Impact and Timeline
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

Vendor	Price to move IAKSS	
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:

Item	Amount	Funding Source	Recurring/ Nonrecurring	Measurable Expected Impact and Timeline
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 & Coor. 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:

Item	Amount	Funding Source	Recurring/ Nonrecurring	Measurable Expected Impact and Timeline
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

### <u>Vendor</u>

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"



MEETING: Regular DATE: 10/19/2020

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

## 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 <a href="https://www.publicsurplus.com">www.publicsurplus.com</a> 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."



MEETING: Regular DATE: 10/26/2020

**TOPIC:** Post Approval Agenda

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

October 26, 2020 Check #	
351452 – 351497 AP100120	\$1,149,139.17
351498 – 351498 AP100620	
351499 – 351695 AP101220	
EFT 90063822 – 90063847 AP100120	\$575,825.26
EFT 90063848 - 90063850 AP100120	\$6,362.52
EFT 90063852 – 90063923 AP101220	\$680,806.61
EFT 90063924 – 90064032 AP101220	\$249,210.25
POST APPROVAL TOTAL FOR OCTOBER 12, 2020	\$11,137,349.49
351696 – 351724 AP101520	\$777.830.39
351725 – 351969 AP102620	
EFT 90064034 – 90064044 AP101520	
EFT 90064045 – 90064047 AP101520	
EFT 90064058 – 90064128 AP102620	
EFT 90064129 – 90064260 AP102620	
POST APPROVAL TOTAL FOR OCTOBER 26, 2020	\$6,471,915.29
TOTAL CLAIMS AND POST APPROVALS FOR OCTOBER 2020	\$17,609,264.78
Bank Transfer to cover Payroll 092920	\$15,000,000,00
Bank Transfer to cover Payroll 101420	
Food Service Check #	
	\$65,336.71
Check #	' '
<u>Check #</u> 28643 – 28656 FS101220	\$22,466.53 \$79,625.84
Check #  28643 – 28656 FS101220	\$22,466.53 \$79,625.84 \$22,045.87
Check #         28643 - 28656 FS101220         28657 - 28675 FS102620         EFT 90063805 - 90063805 FT100220         EFT 90063851 - 90063851 FT100920         EFT 90064033 - 90064033 FT101620	\$22,466.53 \$79,625.84 \$22,045.87 \$24,729.99
Check #  28643 – 28656 FS101220	\$22,466.53 \$79,625.84 \$22,045.87 \$24,729.99

Recommendation: Upon examination of claims by the Board of Education a motion is in order

to: "approve the action of the Chairman and Treasurer in issuing the checks above from the above listed accounts, approve all claims as submitted, direct the Treasurer to make payment accordingly, and enter official copies of all claims as listed into the Official Minutes of the Board of Education."

Word2017....



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

## REQUESTS FROM PRINCIPALS FOR EXTENDED TRIPS

	School/Organization	<u>Destination/Purpose</u>	Inclusive Dates
		High Schools	
****	Frederick Douglass High	Georgetown, KY	October 30
Α	Football Team	Great Crossing High School	(0 school days)
	Sponsor's name: Nathan McPeek. Additional chaperones 1. Students 28.	Football Game	

Transportation by Parents and/or Sponsor

\*\* Transportation by Rental Van/Car

\*\*\* Transportation by Fayette County School Bus

\*\*\*\* Transportation by Commercial Airlines

\*\*\*\*\* Transportation by Commercial Bus

A Fayette County School Bus Unavailable

B Comfort

Instructional Extended Trip

**RATIONALE:** These trips have been planned to enhance the education of participating

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

educationally justified.

POLICY REFERENCE: 09.36 (School Related Student Trips)

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

<sup>&</sup>quot;Approve the extended trip requests as listed."



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:

	BG-1 Revision Total (8/20) (Close Out #1)	Proposed BG-1 Revision (Close Out #2)
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

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**
Total Estimated Cost:	\$24,909,747	\$25,126,557.65

<sup>\*</sup>Contingency amount reduced to reflect misc. costs (\$39,655.61\*\*) per direction of KDE <u>and</u> 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>	Org. Code	Object Code	<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,	360	5210	\$2,198,056.48
10260, 10262, 11250, 11251)			
Bond Premium (debris)	360	5120	\$1,152,580.00
Bond Premium (remaining)	360	5120	\$33,136.65
KYTC Reimbursement	360	5120	\$139,000.00
Total Funding:			\$25,126,557,65

	Total Funding:	\$25,126,557.65
Attachment:	None	
the Board app revenue and k project for the Boonesboro R	proved the revised BG-1 Project Kentucky Transportation Cabing e construction of Brenda Cow	, seconded by, ct Application as outlined above to reflect the actual bond et turn lane reimbursement received during the life of the ran Elementary (the New Elementary School at Athens- of the Kentucky Department of Education, District Facilities
Stephanie Sp	ires, Board Chair	Emmanuel Caulk, Superintendent



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	
the Board appi and running tra	oved the BG-5 Project Clos ack at Bryan Station High S	, seconded by, such as the provision of the Kentucky Department of the Kentucky Department of provisions of 702 KAR 4:160.
Stephanie Sp	ires, Board Chair	Emmanuel Caulk, Superintendent

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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
To improvement original plans and specs:			
<ul> <li>Provide labor, materials and equipment for credit for tile revisions; deduct:</li> </ul>		(\$1,380.00)	\$0
To comply with building code:			
<ul> <li>Provide labor, materials and equipment to provide code-required revisions to the existing electrical work in the Gym, per the building inspector; add:</li> </ul>		\$7,664.00	\$479.00
<ul> <li>Provide labor, materials and equipment to provide code-required emergency lighting revisions to existing spaces, per the building inspector; add:</li> </ul>		\$7,624.00	\$476.50
Total Change Order No. Eleven:		\$13,908.00	

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Design consultant fees:				\$955.50
-	To	otal Cost:	\$1	4,863.50
A 5% contingency (\$1,105,4 change orders on this project in the construction cost.	,			•
Policy: 702 KAR 4:	:160			
Fiscal Impact:				
Fund Construction 360	Org. Code 1303603	Project Code 19163	Object Code 0840	<u>Balance</u> \$773,044.39
Attachments(s): Noi	ne			
On motion by the Board approved the Cha of 1555 Georgetown Road \$13,908.00 (Thirteen Thous Object Code 0840 to 0450, Fifty Cents) for design cons Kentucky Department of Edi	ange Order No. Elevent of as the STEAM Acceptand, Nine Hundred and a corresponding sultant fees from Ob	n to the contract with cademy and the Suc Eight Dollars) with a transfer of \$955.50 ject Code 0840 to 0	D.W. Wilburn, Inc. ccess Academy, in equivalent trans (Nine Hundred Fift 346, subject to th	for the renovation in the amount of sfer of funds from y-five Dollars and e approval of the
Stephanie Spires, Board C	hair	Emmanuel Ca	aulk, Superintende	nt



**MEETING:** Regular **DATE: October 26, 2020** 

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

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 Twentytwo Dollars), and a corresponding transfer of \$1,399.83 (One Thousand, Three Hundred Ninety-nine Dollars and Eighty-three 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.

The Disconnecting / Setting Up Utilities and Partial Renovation of 450 Park Background/Rationale: 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
То	improve original plans and specs:			
•	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

To correct deficient plans	s and specs:			
<ul> <li>Provide labor, materia</li> </ul>	als and equipment to	o install a		
revised hollow metal o	loor and frame at Ope	ening 006;		
add:			\$1,566.00	\$0
To resolve unforeseen co	onflict:			
<ul> <li>Provide labor, materia</li> </ul>	Is and equipment to re	eplace the		
existing fan coil unit in	LAN room 309 with a	new unit;		
add:			\$10,533.00	\$704.39
Tot	al Change Order No	. Twelve:	\$22,322.00	
Design consultant fees:				\$1,399.83
	To	otal Cost:	\$23,72	1.83
Policy: 702 KAR 4	:160			
Fiscal Impact:				
<u>Fund</u>	Org. Code	Project Code	Object Code	<u>Balance</u>
Construction 360	0003610	20060	0840 \$	255,671.45
Attachment(s): None				
On motion by		, seconded by		
the Board approved propose for the Disconnecting / Setti				
amount of \$22,322.00 (Twe	enty-two Thousand, T	hree Hundred Twenty-	-two Dollars), and a c	orresponding
transfer of \$1,399.83 (One design consultant fees from				
of Education, District Facilit				'

Emmanuel Caulk, Superintendent

Stephanie Spires, Board Chair



MEETING: Regular DATE: October 26, 2020

TOPIC: Approval a Revision to the BG-1 Project Application for the Construction of the New

Construction of Tates 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 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.

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:

	Revised BG-1 Total (6/20)	Proposed BG-1 Revision Total
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
Total Estimated Cost:	\$84,570,295.16	\$85,587,223.16

Policy: 702 KAR 4:160

## Fiscal Impact:

<u>Fund</u>	Org. Code	Object Code	<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
		Total Revenue:	COE EO7 222 16

Total Revenue: \$85,587,223.16

## Attachment(s): None

the Board approved the revised BG-1 Provenue received for the construction of the	, seconded by, oject Application as outlined above to reflect the actual bond e new construction of Tates Creek High School, subject to the ucation, District Facilities Branch, per the provisions of 702 KAR
Stephanie Spires, Board Chair	Emmanuel Caulk, Superintendent



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>	Funding Source	Recurring/ Nonrecurring	Measurable Expected Impact and Timeline
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

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 education	al needs of the district; and (2) authorized the Superintendent
and conditions as are agreeable to the Super MOU regarding the LFUCG sanitary sewer wo	OU), and all subsequent related documents upon such terms intendent, in order to finalize the transactions set out in the ork as said construction project affects Millcreek Elementary of a temporary, 30-foot wide easement of 17,095 square feet in FCPS will be paid \$2,849.29.
Charles Caires Board Chair	Francoural Coulle Comparintendent
Stephanie Spires, Board Chair	Emmanuel Caulk, Superintendent



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

On motion by	, seconded by,
School, listed as item 1a.3. on the current	ntract with JRA Architects for construction of the New Middle DFP, to be located on Polo Club Boulevard, subject to the cation, District Facilities Branch, per the provisions of 702 KAR
Stephanie Spires, Board Chair	Emmanuel Caulk, Superintendent



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** 

PROPOSED CONSULTANT

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

RossTarrant Architects

Policy: 702 KAR 4:160

Fiscal Impact: To be determined.

Attachment(s): None

AN EQUAL OPPORTUNITY SCHOOL DISTRICT

On motion by	, seconded by,
the Board approved a design consultant cor Girls' STEM School (K-8), listed as item 1a.6	ntract with RossTarrant Architects for construction of the New 5. on the current DFP on a site to be determined, subject to the cation, District Facilities Branch, per the provisions of 702 KAR
Stephanie Spires, Board Chair	Emmanuel Caulk, Superintendent



MEETING: Regular DATE: 10/26/2020

**TOPIC: School-wide Fundraising Projects** 

PREPARED BY: School Chiefs

Recommended Action on: 10/26/2020

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

**Superintendent Prior Approval: No** 

Recommendation/Motion: approve this request from the above schools for school-wide fundraising projects on the date listed.

**Background/Rationale:** The Board of Education must approve school-wide fundraising projects as per policy requirement (09.33). The following requests have been received from the following schools pursuant to this policy and the schools will be using vendors as listed in the attachment.

**Policy: 09.33** 

Fiscal Impact: N/A

**Attachments(s): School-wide Fundraising Projects** 

#### AN EQUAL OPPORTUNITY SCHOOL DISTRICT

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

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

## SCHOOL-WIDE FUNDRAISING PROJECTS

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

The Board of Education must approve school-wide fundraising projects as per policy requirement (09.33). The following requests have been received from the following schools pursuant to this policy and the schools will be using vendors as listed below:

- 1. Dr. Greg Ross, Principal at The Academy for Leadership at Millcreek Elementary, has requested a fundraiser beginning September 30, 2020 and ending October 31, 2020.
- 2. Ms. Shamiah Ford, Principal at Coventry Oak Elementary, has requested a fundraiser beginning July 1, 2020 and ending June 30, 2021.
- 3. Ms. Shamiah Ford, Principal at Coventry Oak Elementary, has requested a fundraiser beginning July 1, 2020 and ending June 30, 2021.
- 4. Ms. Shamiah Ford, Principal at Coventry Oak Elementary, has requested a fundraiser beginning July 1, 2020 and ending June 30, 2021.
- 5. Ms. Shamiah Ford, Principal at Coventry Oak Elementary, has requested a fundraiser beginning November 1, 2020 and ending December 15, 2020.
- 6. Ms. Shamiah Ford, Principal at Coventry Oak Elementary, has requested a fundraiser TBD based on potential lifting of COVID-19 restrictions.
- 7. Ms. Shamiah Ford, Principal at Coventry Oak Elementary, has requested a fundraiser TBD based on potential lifting of COVID-19 restrictions.
- 8. Ms. Robin Steiner, Principal at Dixie Magnet Elementary, has requested a fundraiser beginning August 1, 2020 and ending June 1, 2021.
- 9. Ms. Robin Steiner, Principal at Dixie Magnet Elementary, has requested a fundraiser beginning August 1, 2020 and ending June 1 2021.
- 10. Ms. Robin Steiner, Principal at Dixie Magnet Elementary, has requested a fundraiser beginning August 1, 2020 and ending June 1, 2021.
- 11. Ms. Robin Steiner, Principal at Dixie Magnet Elementary, has requested a fundraiser beginning August 1, 2020 and ending June 1, 2021.
- 12. Ms. Jennifer Jacobs, Principal at RISE Stem Academy for Girls, has requested a fundraiser beginning October 27, 2020 and ending November 11, 2020.
- 13. Mr. Joe Gibson, Principal at Leestown Middle, has requested a fundraiser beginning September 23 2020 and ending October 7, 2020.
- 14. Mr. Joe Gibson, Principal at Leestown Middle, has requested a fundraiser beginning October 4, 2020 and ending October 18, 2020.
- 15. Ms. Twanjua Jones, Principal at Morton Middle, has requested a fundraiser beginning August 26, 2020 and ending September 14, 2021.
- 16. Ms. Janice Wyatt-Ross, Principal at Success Academy, has requested a fundraiser beginning May 18, 2019 and ending May 26, 2019.

### **PROPOSAL:**

The funds from these school-wide fund raising projects will be used to supplement and enrich the education, instructional, discipline and incentive programs in these schools.

Item	Amount	Funding Source	Recurring/ Nonrecurring	Measurable Expected Impact and Timeline	
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<u>1.</u>	Fund received by the school for fund- raising	Texas Roadhouse	Recurring	Funds will be used for classroom supplies (K-5).
<u>2.</u>	Fund received by the school for fund- raising	Dining for a Cause	Recurring	Funds will be used to support school-wide projects and activities.
<u>3.</u>	Fund received by the school for fund- raising	Community Rewards/Amazon Smiles	Recurring	Funds will be used to support school-wide projects and activities.
<u>4.</u>	Fund received by the school for fund- raising	Spiritwear	Recurring	Funds will be used to support school-wide projects and activities.
<u>5.</u>	Fund received by the school for fund- raising	Giving Tree	Recurring	Funds will be used to support school-wide projects and activities.
<u>6.</u>	Fund received by the school for fund- raising	Fall Festival	Recurring	Funds will be used to support school-wide projects and activities.
<u>7.</u>	Fund received by the school for fund- raising	Boosterthon	Recurring	Funds will be used to support school-wide projects and activities.
8.	Fund received by the school for fund- raising	Dining for a Cause	Recurring	Funds will be used to support school-wide activities.
<u>9.</u>	Fund received by the school for fund- raising	Readathon	Recurring	Funds will be used to support school-wide activities.
<u>10.</u>	Fund received by the school for fund- raising	Varsity Print/Bumblebee	Recurring	Funds will be used to support school-wide activities.
<u>11.</u>	Fund received by the school for fund- raising	Holiday Store	Recurring	Funds will be used to support school-wide activities.
<u>12.</u>	Fund received by the school for fund- raising	Varsity Print	Recurring	Funds will be used for PBIS school wide events.
<u>13.</u>	Fund received by the school for fund- raising	PTSA	Recurring	Funds will be used for upcoming school projects.
<u>14.</u>	Fund received by the school	Hands On Originals	Recurring	Funds will be used for projects at Leestown.

	for fund- raising			
<u>15.</u>	Fund received by the school for fund- raising	Bumblebee	Recurring	Funds will be used to raise money for academic achievement.
<u>16.</u>	Fund received by the school for fund- raising	Bumblebee	Recurring	Funds will be used for events, awards, and recognitions for students and families.

**POLICY REFERENCE**: 09.33

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

"approve this request from the above schools for school-wide fundraising projects on the date listed."



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

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## 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:

<u>Section 1.</u> 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.

<u>Section 2.</u> 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.

<u>Section 4.</u> 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.

The Secretary has filed a copy of this Resolution and the form of a Section 5. 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"



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

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## 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:

<u>Section 1.</u> 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.

<u>Section 4.</u> 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.

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"



# Executive Summary Fayette County Public Schools Board Meeting Agenda Item

MEETING: Regular DATE: 10/26/2020

**TOPIC:** Monthly Financial Reports

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

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

# K.16 MONTHLY FINANCIAL REPORTS

## **BACKGROUND AND RATIONALE:**

The Kentucky Department of Education (KDE) recommends that the Board of Education is provided with monthly financial reports. Specifically, KDE recommends that the Board receive, at a minimum, the monthly report of expenditures & revenues. KDE also recommends that the agenda reflect the Board's receipt of these reports.

For the month ending as of SEPTEMBER 30, 2020 the reports include:

- 1. Treasurer's Report of Revenue summary in **General Fund 1** for the period ending September 30, 2020.
- 2. Treasurer's Report of Expenses in **General Fund 1** for the period ending September 30, 2020.

Copies of the reports will be maintained in the office of the Director of Financial Services. The copies will be available for the public to review.

**PROPOSAL**: Not Applicable

## **RATIONALE:**

	ACTUAL	2021 FY % YTD	2020 FY % YTD	% CHANGE 2020 to 2021 FY
TOTAL REVENUE through SEPTEMBER 30, 2020	\$93,035,570	16%	17%	-1%
TOTAL EXPENDITURES through SEPTEMBER 30, 2020	\$61,674,252	12%	12%	0%
GENERAL FUND BALANCE as of SEPTEMBER 30, 2020	\$31,361,318			

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.

**STAFF CONTACT:** Rodney Jackson, Director of Finance

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

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

"Accept the Monthly Treasurer's Report of

Revenue/Expense reports as presented to the Board."

# General Fund Review

		FY 2020 - 2021				FY 2019 - 2020			
		Working Budget		YTD Actual thru September 30		Working Budget		YTD Actual thru September 30	
Total Revenues	\$	575,207,267	\$	93,035,570	\$	582,314,579	\$	101,393,770	
Total Expenses	\$	575,207,267	\$	61,674,251	\$	582,314,579	\$	59,220,130	
General Fund Balance			\$	31,361,319			\$	42,173,640	
Encumbrances			\$	9,461,796			\$	8,922,743	

# **FAYETTE COUNTY PUBLIC SCHOOLS REVENUES AND EXPENDITURES** FOR THE MONTH ENDED **SEPTERMBER 30, 2020**

### **REVENUES**

Revenue from local sources:

Taxation \$5,456,515 Investment earnings \$28,683 Other revenue \$82,885,163

Total revenue from local sources

\$88,370,361 Revenue from state sources \$36,974,419 Revenue from federal sources \$4,292,970 On-Behalf sources \$0 **Beginning Balance** \$95,275,032 Transfers \$0

**TOTAL REVENUES** \$224,912,783

## **EXPENDITURES**

Salaries:

Instructional \$35,465,025 **District Administrative** \$4,168,716 **School Administrative** \$4,669,761 **Operations & Support** \$5,048,791 Transportation \$2,169,766 **Food Service** \$1,652,526

**Total salaries** \$53,174,584 **Vendor Payments** \$28,056,765

Transfers and on-behalf payments \$25,946,846

> **TOTAL EXPENDITURES** \$107,178,196

**NET INCREASE/(DECREASE) IN** 

**NET ASSETS/FUND BALANCES** \$117,734,587

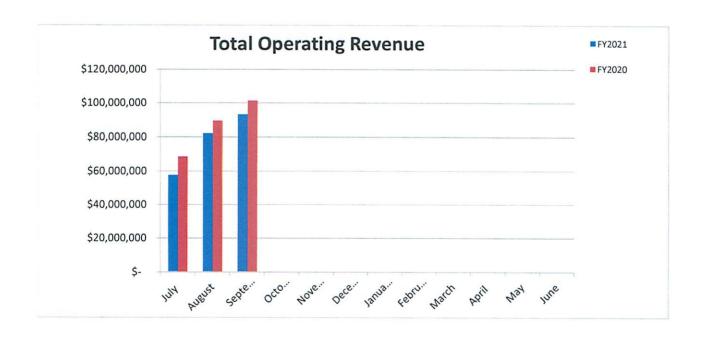
### **Fayette County School District**

	Fund 1 General Fund	Fund 2 & 22 Special Revenue	Fund 310 Capital Outlay	Fund 320 Building	Fund 360 Construction	Fund 400 Debt Service	Fund 51 Food Service	Fund 52 Day Care	Fund 7000 Fiduciary	TOTAL
Revenues					•					
Revenues from local sources										
Taxes:										
Property taxes	871,521	•	-	13,608	•	•	-	-	•	885,129
Motor vehicle taxes	1,702,598	-	•	174,381	•	•	•	•	-	1,876,979
Utility taxes	2,694,408			<u> </u>	<u> </u>				•	2,694,408
Taxation revenue	5,268,527	•	•	187,989	-	•	•	•	<u> </u>	5,456,515
Investment earnings	•	•	•	-		28,683	-		•	28,683
Other revenue	1,639,674	605,379		<u> </u>	80,588,019		26,445	12,865	12,781	82,885,163
Total revenue from local sources	6,908,201	605,379	•	187,989	80,588,019	28,683	26,445	12,865	12,781	88,370,361
Revenue from state sources	22,254,545	3,510,715	1,841,779	•	•	9,367,381	•	•		36,974,419
On-Behalf sources	-									•
Revenue from federal sources	236,773	2,679,293	•	-	-	•	1,376,904		•	4,292,970
Beginning Balance	63,636,051	988,582	•	186,419	24,183,549	207,424	3,737,102	2,047,073	288,834	95,275,032
	<u>.                                    </u>		<u>·</u>	<u> </u>			<u> </u>	<u> </u>		_
Total Revenues	93,035,570	7,783,969	1,841,779	374,407	104,771,567	9,603,488	5,140,450	2,059,938	301,615	224,912,783
Expenditures										
Instructional	31,741,537	3,723,488	•	•	-	•	•			35,465,025
District Administration	3,478,355	690,360								4,168,716
School Administration	4,589,931	45,887	•		•	•	-	33,943		4,669,761
Operations & Support	4,963,235	85,555	•	•	•	•	-	•		5,048,791
Transportation	2,169,766	•		•	-	•	-	•		2,169,766
Food Service	(2,901)	<u> </u>				<u>.</u> .	1,655,427		<u> </u>	1,652,526
Total Salaries and Benefits	46,939,923	4,545,291	•	•	-	•	1,655,427	33,943	•	53,174,584
Vendor Payments	11,820,103	3,306,124	•		12,081,246		798,485	50,808		- 28,056,765
Transfers and on-behalf payments	2,914,224	250,720	1,288,374	12,126,148		9,367,381	•	•	-	25,946,846
Total Expenditures	61,674,251	8,102,135	1,288,374	12,126,148	12,081,246	9,367,381	2,453,912	84,751	•	107,178,196
Fund Balance	31,361,319	(318,166)	553,405	(11,751,740)	92,690,322	236,107	2,686,538	1,975,187	301,615	117,734,587

					Ch	inge in
	R	evenues	Ex	penditures		IA/FB
Governmental	\$	217,410,780	\$	104,639,533	\$	112,771,247
Proprietary	\$	7,200,388	\$	2,538,663	\$	4,661,725
Fiduciary	\$	301,615	\$	-	\$	301,615
Fund Balance	\$	224,912,783	\$	107,178,196	\$	117,734,587

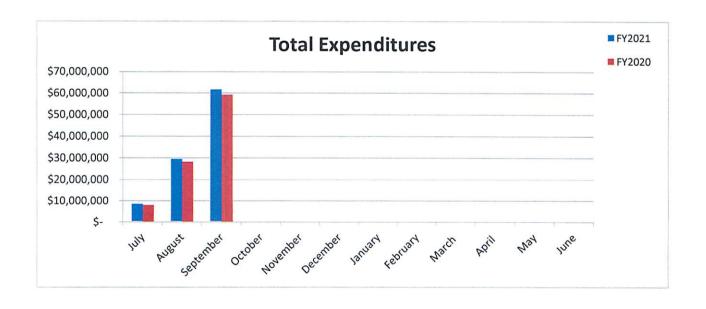
## FAYETTE COUNTY BOARD OF EDUCATION FINANCIAL SUPPORT SERVICES TREASURER'S REPORT FOR THE MONTH ENDING SEPTEMBER 30, 2020 25% of the 2020 - 2021 FISCAL YEAR IS COMPLETE

GENERAL FUND 1 REPORT	BOARD APPROVED WORKING BUDGET 20-21	YTD REVENUE 09/30/2020	AVAILABLE BUDGET BALANCE	% RECEIVED OR EXPENDED
REVENUE				
Beginning Balance (unaudited)	\$63,636,051	\$63,636,051	(\$0)	100.00%
AD VALOREM TAXES	\$231,426,250	\$2,574,119	(\$228,852,131)	0.00%
UTILITY TAXES	\$21,000,000	\$2,694,408	(\$18,305,592)	100000000000000000000000000000000000000
OCCUPATIONAL LIC TAXES	\$32,000,000	\$1,614,068	(\$30,385,932)	5.04%
REVENUE IN LIEU OF TAXES	\$38,000	\$0	(\$38,000)	0.00%
OMITTED TAXES & PENALTIES	\$828,000	\$0	(\$828,000)	0.00%
TUITION	\$170,000	\$1,000	(\$169,000)	0.59%
TELECOMMUNICATIONS	\$998,000	\$250,826	(\$747,174)	25.13%
INTEREST	\$1,275,000	\$0	(\$1,275,000)	0.00%
OTHER REVENUE LOCAL SRS	\$2,816,900	\$24,606	(\$2,792,294)	0.87%
SEEK REVENUE	\$88,014,866	\$22,003,719	(\$66,011,147)	25.00%
OTHER STATE FUNDING	\$132,200	\$0	(\$132,200)	0.00%
INTERFUND TRANSFERS (indirect cost)	\$1,567,000	\$236,773	(\$1,330,227)	15.11%
MEDICAID	\$360,000	\$0	(\$360,000)	0.00%
SALE OF ASSETS	\$0	\$0	\$0	0.00%
ON BEHALF	\$130,700,000	\$0	(\$130,700,000)	0.00%
OTHER - NBC REIMB	\$245,000	\$0	(\$245,000)	0.00%
OTHER - CAPITAL LEASE PROCEEDS	\$0	\$0	\$0	0.00%
OTHER - ACCRUAL ADJUSTMENT	\$0	\$0	\$0	0.00%
TOTAL OPERATING REVENUE	\$575,207,267	\$93,035,570	(\$482,171,597)	16%



## FAYETTE COUNTY BOARD OF EDUCATION FINANCIAL SUPPORT SERVICES TREASURER'S REPORT FOR THE MONTH ENDING SEPTEMBER 30, 2020 25% of the 2020 - 2021 FISCAL YEAR IS COMPLETE

GENERAL FUND 1 REPORT	BOARD APPROVED WORKING BUDGET 20-21	YTD EXPENSES 09/30/2020	AVAILABLE BUDGET BALANCE	% RECEIVED or EXPENDED
EXPENDITURES				
INSTRUCTION	\$332,895,247	\$26,046,009	(\$306,849,238)	7.82%
STUDENT SUPPORT SERVICES	\$28,639,122	\$3,377,938	(\$25,261,184)	11.79%
INSTRUCTIONAL STAFF SUPP SERVICES	\$21,795,267	\$3,194,801	(\$18,600,466)	14.66%
DISTRICT ADMIN SUPPORT	\$8,699,310	\$1,264,657	(\$7,434,653)	14.54%
SCHOOL ADMIN SUPPORT	\$30,435,733	\$4,732,618	(\$25,703,115)	15.55%
BUSINESS SUPPORT SERVICES	\$30,286,611	\$8,434,872	(\$21,851,739)	27.85%
PLANT OPERATIONS AND MAINTENANCE	\$48,807,704	\$9,304,051	(\$39,503,653)	19.06%
STUDENT TRASNPORTATION	\$24,018,831	\$2,317,618	(\$21,701,213)	9.65%
OTHER INSTRUCTIONAL	\$0	\$0	\$0	0.00%
FOOD SERVICE OPERATION	\$2,625,000	(\$2,901)	(\$2,627,901)	0.00%
COMMUNITY SERVICES	\$591,540	\$90,364	(\$501,176)	15.28%
DEBT SERVICE	\$1,720,522	\$114,224	(\$1,606,298)	6.64%
FUND TRANSFERS	\$7,192,380	\$2,800,000	(\$4,392,380)	0.00%
CONTINGENCY	\$37,500,000	\$0	(\$37,500,000)	0.00%
TOTAL EXPENDITURES	\$575,207,267	\$61,674,251	(\$613,533,016)	10.72%





10/11/2020 23:35 9165314671	**FAYETTE COUNTY P: MONTHLY REPORT - F					P  glk	1 cymnth
GENERAL FUND (1)	LASTFY Period	ENCUMBRANCES	MONTH TO DATE	YEAR TO DATE	BUDGET APPROP	AVAILABLE BUDGET	PCT USED
REVENUES							
0999 BEGINNING BALA	NCE						
TOTAL 0999	BEGINNING BALANCE 71,175,605.63	.00	.00	63,636,050.82	63,636,051.00	.18	100.0
RECEIPTS							
REVENUE FROM LOCAL	SOURCES						
AD VALOREM TAXES							
1111 GEN PR TAX 1113 PSCRP TAX 1115 DLQ TAX 1117 MV TAX	2,030.44 .00 33,793.03 1,816,206.76	.00 .00 .00 .00	1,295.35 18,939.51 812,143.51 850,581.40	1,295.35 58,082.11 812,143.51 1,702,598.02	210,980,932.66 6,938,833.00 754,790.00 12,535,645.00	210,979,637.31 6,880,750.89 -57,353.51 10,833,046.98	.0 .8 107.6 13.6
TOTAL AD VA	LOREM TAXES 1,852,030.23	.00	1,682,959.77	2,574,118.99	231,210,200.66	228,636,081.67	1.1
SALES & USE TAXES							
1121 UTIL TAX	3,747,218.61	.00	799,422.54	2,694,407.51	21,000,000.00	18,305,592.49	12.8
TOTAL SALES	& USE TAXES 3,747,218.61	.00	799,422.54	2,694,407.51	21,000,000.00	18,305,592.49	12.8
INCOME TAXES							
1131 OCC LIC TA	1,129,184.04	.00	838,024.24	1,614,068.05	32,000,000.00	30,385,931.95	5.0
TOTAL INCOM	E TAXES 1,129,184.04	.00	838,024.24	1,614,068.05	32,000,000.00	30,385,931.95	5.0
OTHER TAXES							
1191 OMIT TAX	.00	.00	.00	.00	900,000.00	900,000.00	.0
TOTAL OTHER	TAXES .00	.00	.00	.00	900,000.00	900,000.00	.0
REVENUE OTHER LOCAL	GOVERNMENT UNITS						
1280 IN LIEU OF	.00	.00	.00	.00	38,000.00	38,000.00	.0
TOTAL REVEN	UE OTHER LOCAL GOVER	NMENT UNITS .00	.00	.00	38,000.00	38,000.00	.0
TUITION							
1310 TUIT IND	6,500.00	.00	500.00	1,000.00	49,159.00	48,159.00	2.0



10/11/2020 23:35 9165314671	**FAYETTE COUNTY PR.  MONTHLY REPORT - FY					P  glk	2 ymnth
GENERAL FUND (1)	LASTFY Period	ENCUMBRANCES	MONTH TO DATE	YEAR TO DATE	BUDGET APPROP	AVAILABLE BUDGET	PCT USED
1320 GOV TUI IN 1330 GOV TUI OU	.00	.00	.00	.00	120,000.00	120,000.00	.0
TOTAL TUIT:	ION 6,500.00	.00	500.00	1,000.00	169,159.00	168,159.00	.6
EARNINGS ON INVEST	MENTS						
1510 INT ON INV 1530 FAIR VL IN	36,063.89 .00	.00	.00	.00	750,000.00 .00	750,000.00	.0
TOTAL EARN:	INGS ON INVESTMENTS 36,063.89	.00	.00	.00	750,000.00	750,000.00	.0
OTHER REVENUE FROM	LOCAL SOURCES						
1911 BLDG RENT 1912 BUS RENT 1919 OTHER 1920 CONTRIBUTE 1930 GAIN/LOSS 1931 GAIN SALE 1932 SALE EQUIP 1942 TXT RENTS 1980 PRYR REFND 1990 MISC REV 1990 SAL REIM 1990 AFTER SCH 1990 COPIES 1990 JURY DUTY 1990 RESTITUTIO 1990 SUB TEACH 1991 TRANSCRIPT 1993 OTH REBATE 1997 OTHER REIM	14,091.32 109,274.99 .00 1,000.00 .00 .00 .00 .00 .00 .00	.00 .00 .00 .00 .00 .00 .00 .00 .00 .00	.00 -75.00 .00 .00 .00 .00 .00 .00 .00 .00 .00	.00 -1,500.00 .00 -716.00 .00 .00 .00 .00 .00 .00 .00 .00 .00	200,000.00 425,000.00 .00 .00 .00 .00 .00 .00	200,000.00 426,500.00 .00 15,668.00 .00 .00 .00 .00 .00 .00 .00	-0 -4.8 .0 .0 .0 .0 .0 .0 .0 .0 .0 .0 .0 .0 .0
101112	393,128.05	.00	6,053.46	24,606.41	1,522,187.45	1,497,581.04	1.6
TOTAL REVE	NUE FROM LOCAL SOURCES 7,164,124.82	.00	3,326,960.01	6,908,200.96	287,589,547.11	280,681,346.15	2.4
REVENUE FROM STATE	SOURCES						
STATE PROGRAM							
3111 SEEK	22,588,365.00	.00	7,334,573.00	22,003,719.00	88,748,186.00	66,744,467.00	24.8
TOTAL STATI	22,588,365.00	.00	7,334,573.00	22,003,719.00	88,748,186.00	66,744,467.00	24.8
OTHER STATE FUNDING	<del>G</del>						



10/11/2020 23:35 9165314671	**FAYETTE COUNTY PR MONTHLY REPORT - FY					P  glk	3 cymnth
GENERAL FUND (1)	LASTFY Period	ENCUMBRANCES	MONTH TO DATE	YEAR TO DATE	BUDGET APPROP	AVAILABLE BUDGET	PCT USED
3122 VOC TRANSP 3125 DRV TRN RB 3127 FLEX SPEND 3128 AUD REIMB 3129 KSB/D TR R	.00 .00 .00 .00	.00 .00 .00 .00	.00 .00 .00 .00	.00 .00 .00 .00	91,775.00 .00 .00 .00 .00	91,775.00 .00 .00 .00	.0
TOTAL OTHER	R STATE FUNDING .00	.00	.00	.00	91,775.00	91,775.00	.0
EXPENDITURE REIMBUF		.00	.00	.00	91,775.00	91,773.00	.0
3130 NBC REIMB	.00	.00	.00	.00	244,655.00	244,655.00	.0
	NDITURE REIMBURSEMENTS	.00	.00	.00	244,655.00	244,655.00	.0
RESTRICTED							
3200 RES STATE	.00	.00	.00	.00	.00	.00	.0
TOTAL RESTR	RICTED .00	.00	.00	.00	.00	.00	.0
REVENUE IN LIEU OF	TAXES/STATE						
3800 TAXES/STAT	249,359.01	.00	83,634.36	250,825.70	967,633.00	716,807.30	25.9
TOTAL REVEN	NUE IN LIEU OF TAXES/S 249,359.01	TATE .00	83,634.36	250,825.70	967,633.00	716,807.30	25.9
REVENUE ON BEHALF I	PAYMENTS						
3900 BEHALF	.00	.00	.00	.00	127,313,173.00	127,313,173.00	.0
TOTAL REVEN	NUE ON BEHALF PAYMENTS	.00	.00	.00	127,313,173.00	127,313,173.00	.0
TOTAL REVEN	NUE FROM STATE SOURCES 22,837,724.01	.00	7,418,207.36	22,254,544.70	217,365,422.00	195,110,877.30	10.2
REVENUE FROM FEDERA	AL SOURCES						
FEDERAL REIMBURSEME	ENT						
4810 MEDICAID	.00	.00	.00	.00	212,143.00	212,143.00	.0
TOTAL FEDER	RAL REIMBURSEMENT .00	.00	.00	.00	212,143.00	212,143.00	.0
TOTAL REVEN	NUE FROM FEDERAL SOURC	ES .00	.00	.00	212,143.00	212,143.00	.0
OTHER RECEIPTS							



10/11/2020 23:35 9165314671	**FAYETTE COUNTY P					P  glk	4 symnth
GENERAL FUND (1)	LASTFY Period	ENCUMBRANCES	MONTH TO DATE	YEAR TO DATE	BUDGET APPROP	AVAILABLE BUDGET	PCT USED
INTERFUND TRANSFERS	5						
5210 FND XFER 5220 INDCST XFE	.00 216,315.08	.00	.00 236,773.17	.00 236,773.17	.00 4,249,037.54	.00 4,012,264.37	.0 5.6
TOTAL INTER	RFUND TRANSFERS 216,315.08	.00	236,773.17	236,773.17	4,249,037.54	4,012,264.37	5.6
SALE OR COMP FOR LO	OSS OF ASSETS						
5311 SALE LAND 5331 SALE BLDG 5341 SALE EQUIP	.00 .00 .00	.00 .00 .00	.00 .00 .00	.00 .00 .00	.00 .00 .00	.00 .00 .00	.0
TOTAL SALE	OR COMP FOR LOSS OF .00	ASSETS	.00	.00	.00	.00	.0
CAPITAL LEASE PROCE	EEDS						
5500 LEASE PRO	.00	.00	.00	.00	2,156,261.34	2,156,261.34	.0
TOTAL CAPIT	FAL LEASE PROCEEDS .00	.00	.00	.00	2,156,261.34	2,156,261.34	.0
TOTAL OTHER	R RECEIPTS 216,315.08	.00	236,773.17	236,773.17	6,405,298.88	6,168,525.71	3.7
TOTAL RECEI	IPTS 30,218,163.91	.00	10,981,940.54	29,399,518.83	511,572,410.99	482,172,892.16	5.8
TOTAL REVEN	NUE 101,393,769.54	.00	10,981,940.54	93,035,569.65	575,208,461.99	482,172,892.34	16.2



10/11/2 9165314	020 23:35 671	**FAYETTE COUNTY MONTHLY REPORT -	PRIMARY ** FY 2021 Period 3				P  glk	5 ymnth			
GENERAL	FUND (1)	LASTFY Period	ENCUMBRANCES	MONTH TO DATE	YEAR TO DATE	BUDGET APPROP	AVAILABLE BUDGET	PCT USED			
EXPENDI	XPENDITURES										
0000 R	ESTRICT TO R	EV & BAL SHT ONLY									
0200		.00	.00	.00	.00	.00	.00	.0			
	TOTAL 0000	RESTRICT TO REV & .00	BAL SHT ONLY .00	.00	.00	.00	.00	.0			
1000 I	NSTRUCTION										
0100 0200 0280 0300 0400 0500 0600 0700 0800 0840		23,955,297.01 1,734,565.91 .00 12,647.58 7,473.15 17,774.44 513,574.69 46,703.85 12,380.80	.00 .00 .00 17,599.83 1,700.00 7,119.37 185,935.95 28,349.30 6,033.50	.00 3.672.11	23,736,400.05 1,897,198.12 .00 6,740.92 3,829.39 3,255.34 407,650.14 39,322.90 -48,388.05	203,130,824.42 14,315,518.40 111,593,183.00 186,251.85 26,550.71 85,598.84 1,811,038.29 164,853.83 431,316.00 18,778.00	179,394,424.37 12,418,320.28 111,593,183.00 161,911.10 21,021.32 75,224.13 1,217,452.20 97,181.63 473,670.55 18,778.00	11.7 13.3 .0 13.1 20.8 12.1 32.8 41.1 -9.8			
	TOTAL 1000	INSTRUCTION 26,300,417.43	246,737.95	17,260,323.11	26,046,008.81	331,763,913.34	305,471,166.58	7.9			
2100 S	TUDENT SUPPO	RT SERVICES									
0100 0200 0280 0300 0400 0500 0600 0700 0800 0840 0900		2,894,687.75 175,953.58 .00 18,106.57 .00 363.13 4,414.54 .00 95.00 .00	.00 .00 .00 45,188.97 .00 1,326.56 3,200.34 .00 .00	2,070,498.13 125,660.79 .00 14,803.07 .00 287.33 823.23 .00 300.00 .00	3,155,525.32 202,342.55 .00 15,071.69 .00 885.41 3,813.14 .00 300.00 .00	25,026,032.00 1,487,846.00 3,302,342.00 210,551.00 3,800.00 24,275.00 36,638.49 .00 400.00 1,000.00	21,870,506.68 1,285,503.45 3,302,342.00 150,290.34 3,800.00 22,063.03 29,625.01 .00 100.00 1,000.00 .00	12.6 13.6 .0 28.6 .0 9.1 19.1 .0 75.0			
	TOTAL 2100	STUDENT SUPPORT STATEMENT	ERVICES 49,715.87	2,212,372.55	3,377,938.11	30,092,884.49	26,665,230.51	11.4			
2200 I	NSTRUCTIONAL	STAFF SUPP SERV									
0100 0200 0280 0300 0400 0500 0600 0700 0800		2,620,904.00 309,680.34 .00 203,811.00 23,551.50 8,834.41 323,451.81 1,205,984.01 465.51	.00 .00 .00 .00 .00 .00 .0424.64 .712.50 .045,101.27 .045,669.43 .150.00	1,213,824.86 111,108.92 .00 5,664.00 31,185.25 238.63 240,475.72 1,573.00 139.00	2,472,145.95 277,924.60 .00 17,923.81 31,185.25 19,899.11 367,389.84 7,377.69 954.77	15,070,778.00 1,424,703.00 2,259,654.00 872,759.00 94,950.00 236,171.00 3,212,522.07 247,896.69 99,426.00	12,598,632.05 1,146,778.40 2,259,654.00 844,864.69 54,340.11 215,559.39 800,030.96 34,849.57 98,321.23	16.4 19.5 .0 3.2 42.8 8.7 75.1 85.9			



10/11/2020 23:35 9165314671	**FAYETTE COUNTY MONTHLY REPORT -					P  glk	6 xymnth
GENERAL FUND (1)	LASTFY Period	ENCUMBRANCES	MONTH TO DATE	YEAR TO DATE	BUDGET APPROP	AVAILABLE BUDGET	PCT USED
0840	.00	.00	.00	.00	.00	.00	.0
TOTAL 2200	INSTRUCTIONAL STAP 4,696,682.58	FF SUPP SERV 2,271,028.34	1,604,209.38	3,194,801.02	23,518,859.76	18,053,030.40	23.2
2300 DISTRICT ADM	IN SUPPORT						
0100 0200 0280 0300 0400 0500 0600 0700 0800 0840	415,725.75 50,216.95 .00 123,230.71 11,161.56 27,264.21 280,831.77 .00 43,755.85 .00	.00 .00 .00 61,920.38 .00 7,593.15 636.84 1,229.09 18,787.43	144,412.37 17,098.37 .00 69,328.98 .00 2,361.38 21,883.44 .00 353,053.15	432,566.32 51,983.35 .00 106,785.12 .00 4,010.30 316,259.10 .00 353,053.15	1,719,235.00 233,997.00 271,539.00 4,599,660.60 20,566.00 297,965.00 958,438.59 59,400.00 638,724.00 2,000.00	1,286,668.68 182,013.65 271,539.00 4,430,955.10 20,566.00 286,361.55 641,542.65 58,170.91 266,883.42 2,000.00	25.2 22.2 .0 3.7 .0 3.9 33.1 2.1 58.2
TOTAL 2300	DISTRICT ADMIN SUP 952,186.80	PPORT 90,166.89	608,137.69	1,264,657.34	8,801,525.19	7,446,700.96	15.4
2400 SCHOOL ADMIN	SUPPORT						
0100 0200 0280 0300 0400 0500 0600 0700 0800 0840	4,179,445.85 448,969.58 .00 4,715.65 115,395.94 10,427.60 75,871.49 1,350.08 3,441.95	.00 .00 .00 207.56 2,765.12 7,221.38 33,285.41 3,605.80 510.00	1,889,457.18 227,745.26 .00 3,459.07 248.14 789.15 23,571.52 3,823.39 660.00 .00	4,142,304.41 447,626.87 .00 5,669.07 77,804.18 4,024.35 47,367.60 4,171.93 3,649.74 .00	22,668,350.74 2,799,369.84 3,416,477.00 26,228.00 687,898.46 66,057.70 321,731.20 40,888.54 18,179.00 548,482.82	18,526,046.33 2,351,742.97 3,416,477.00 20,351.37 607,329.16 54,811.97 241,078.19 33,110.81 14,019.26 548,482.82	18.3 16.0 .0 22.4 11.7 17.0 25.1 19.0 22.9
TOTAL 2400	SCHOOL ADMIN SUPPO 4,839,618.14	ORT 47,595.27	2,149,753.71	4,732,618.15	30,593,663.30	25,813,449.88	15.6
2500 BUSINESS SUP	PORT SERVICES						
0100 0200 0280 0300 0400 0500 0600 0700 0800 0840	2,109,388.52 573,009.67 .00 698,651.43 314,250.47 2,471,973.57 1,220,498.94 258,340.54 1,585.25 .00	.00 .00 .00 2,005,970.50 652,134.52 12,291.74 1,079,168.70 786,549.99 .00	788,263.95 305,433.66 .00 247,743.09 274,550.37 251,325.17 495,186.75 277,701.38 5,076.00	2,274,292.98 629,508.72 .00 470,380.13 401,957.02 2,780,005.49 1,241,789.36 630,722.01 6,216.00	9,496,711.00 4,966,918.00 1,372,302.00 3,178,827.73 1,281,324.02 4,032,809.98 3,516,818.50 2,115,642.14 25,000.00 50,000.00	7,222,418.02 4,337,409.28 1,372,302.00 702,477.10 227,232.48 1,240,512.75 1,195,860.44 698,370.14 18,784.00 50,000.00	24.0 12.7 .0 77.9 82.3 69.2 66.0 67.0 24.9
TOTAL 2500	BUSINESS SUPPORT S 7,647,698.39	SERVICES 4,536,115.45	2,645,280.37	8,434,871.71	30,036,353.37	17,065,366.21	43.2



10/11/2020 23:35 9165314671	**FAYETTE COUNTY PR MONTHLY REPORT - FY					P  glk	7 xymnth
GENERAL FUND (1)	LASTFY Period	ENCUMBRANCES	MONTH TO DATE	YEAR TO DATE	BUDGET APPROP	AVAILABLE BUDGET	PCT USED
2600 PLANT OPERAT	FIONS AND MAINTENANCE						
0100 0200 0280 0300 0400 0500 0600 0700 0800 0840	4,019,222.27 1,188,118.01 .00 75,576.98 1,242,091.29 3,356.68 1,417,506.35 229,721.89 11,447.44	.00 .00 .00 .111,358.84 1,709,108.14 .5,296.64 217,145.85 .5,698.77 16,074.51	1,330,496.39 401,278.26 .00 24,636.78 714,762.03 184.07 1,698,848.24 41,535.62 1,934.94 .00	3,799,035.68 1,164,199.75 .00 97,609.73 2,139,684.91 1,329.09 1,988,470.83 111,615.62 2,104.93	16,493,746.84 5,237,051.39 2,446,956.00 597,250.90 9,832,301.12 16,972.00 13,282,257.56 211,081.77 35,649.32	12,694,711.16 4,072,851.64 2,446,956.00 388,282.33 5,983,508.07 10,346.27 11,076,640.88 93,767.38 17,469.88	23.0 22.2 .0 35.0 39.1 39.0 16.6 55.6 51.0
TOTAL 2600	PLANT OPERATIONS AND 8,187,040.91	MAINTENANCE 2,064,682.75	4,213,676.33	9,304,050.54	48,153,266.90	36,784,533.61	23.6
2700 STUDENT TRAN	NSPORTATION						
0100 0200 0280 0300 0400 0500 0600 0700 0800 0900	2,228,521.23 651,397.84 .00 7,745.00 26,849.89 41,984.38 438,637.76 1,004.32 222.00	.00 .00 .00 .00 14,875.92 6,760.49 130,470.39 2,993.36 156.04	939,354.84 290,472.45 .00 1,276.00 2,684.48 .00 39,291.74 6,132.22 .00 .00	1,660,306.96 509,459.07 .00 3,626.00 5,916.52 31,032.01 100,079.49 6,132.22 1,065.91 .00	14,601,305.00 3,935,478.53 2,337,581.00 39,500.00 83,476.58 246,000.00 1,578,146.48 40,300.00 11,027.05	12,940,998.04 3,426,019.46 2,337,581.00 35,874.00 62,684.14 208,207.50 1,347,596.60 31,174.42 9,805.10	11.4 13.0 .0 9.2 24.9 15.4 14.6 22.6 11.1
TOTAL 2700			1,279,211.73	2,317,618.18	22,872,814.64	20,399,940.26	10.8
2900 OTHER INSTRU	JCTIONAL						
0100 0200	.00	.00	.00	.00	.00	.00	.0
TOTAL 2900	O OTHER INSTRUCTIONAL .00	.00	.00	.00	.00	.00	.0
3100 FOOD SERVICE	E OPERATION						
0100 0200	.00	.00	.00	-2,196.88 -704.35	2,500,000.00 125,000.00	2,502,196.88 125,704.35	1 6
TOTAL 3100	) FOOD SERVICE OPERATION .00	.00	.00	-2,901.23	2,625,000.00	2,627,901.23	1
3300 COMMUNITY SE	ERVICES						
0100 0200 0300	51,744.30 2,680.83 .00	.00	31,344.72 1,650.43 360.00	85,394.52 4,609.36 360.00	391,638.00 21,743.00 6,000.00	306,243.48 17,133.64 5,640.00	21.8 21.2 6.0



10/11/2020 23:35 9165314671	**FAYETTE COUNTY F MONTHLY REPORT - F					P  glk	8 Tymnth
GENERAL FUND (1)	LASTFY Period	ENCUMBRANCES	MONTH TO DATE	YEAR TO DATE	BUDGET APPROP	AVAILABLE BUDGET	PCT USED
0400 0500 0600 0700 0800 0840	278.50 633.21 9,944.95 .00 .00	.00 .00 497.00 .00 .00	.00 .00 .00 .00 .00	.00 .00 .00 .00 .00	2,000.00 12,169.00 294,908.00 1,200.00 .00	2,000.00 12,169.00 294,411.00 1,200.00 .00	.0.0.2.0
TOTAL 3300	COMMUNITY SERVICES 65,281.79	497.00	33,355.15	90,363.88	729,658.00	638,797.12	12.5
5100 DEBT SERVICE							
0800	107,327.29	.00	.00	114,224.18	1,720,523.00	1,606,298.82	6.6
TOTAL 5100	DEBT SERVICE 107,327.29	.00	.00	114,224.18	1,720,523.00	1,606,298.82	6.6
5200 FUND TRANSFE	RS						
0900	.00	.00	.00	2,800,000.00	6,800,000.00	4,000,000.00	41.2
TOTAL 5200	FUND TRANSFERS .00	.00	.00	2,800,000.00	6,800,000.00	4,000,000.00	41.2
5300 CONTINGENCY							
0840	.00	.00	.00	.00	37,500,000.00	37,500,000.00	.0
TOTAL 5300	CONTINGENCY .00	.00	.00	.00	37,500,000.00	37,500,000.00	.0
TOTAL EXPE	NDITURES 59,286,236.32	9,461,795.72	32,006,320.02	61,674,250.69	575,208,461.99	504,072,415.58	12.4
TOTAL FOR	GENERAL FUND (1) 42,107,533.22	-9,461,795.72	-21,024,379.48	31,361,318.96	.00	-21,899,523.24	.0



	FAYETTE COUNTY PR NTHLY REPORT - FY					P  glk	9 cymnth
SPECIAL REVENUE (2)	LASTFY Period	ENCUMBRANCES	MONTH TO DATE	YEAR TO DATE	BUDGET APPROP	AVAILABLE BUDGET	PCT USED
REVENUES							
0999 BEGINNING BALANCE							
TOTAL 0999 BEGI	NNING BALANCE 571,355.40	.00	.00	988,581.60	.00	-988,581.60	.0
RECEIPTS							
REVENUE FROM LOCAL SOUR	CES						
TUITION							
1310 TUIT IND	.00	.00	.00	.00	.00	.00	.0
TOTAL TUITION	.00	.00	.00	.00	.00	.00	.0
EARNINGS ON INVESTMENTS	}						
1510 INT ON INV	.00	.00	.00	.00	.00	.00	.0
TOTAL EARNINGS	ON INVESTMENTS .00	.00	.00	.00	.00	.00	.0
FOOD SERVICE							
1637 NO-RMB ALA	1,374.39	.00	58.93	791.27	.00	-791.27	.0
TOTAL FOOD SERV	ICE 1,374.39	.00	58.93	791.27	.00	-791.27	.0
STUDENT ACTIVITIES							
1790 DIST ACTIV	.00	.00	.00	.00	.00	.00	.0
TOTAL STUDENT A	CTIVITIES .00	.00	.00	.00	.00	.00	.0
COMMUNITY SERVICE ACTIV	'ITIES						
1810 DAY CARE	.00	.00	.00	.00	.00	.00	.0
TOTAL COMMUNITY	SERVICE ACTIVITI	ES .00	.00	.00	.00	.00	.0
OTHER REVENUE FROM LOCA	L SOURCES						
1900 OTHER 1919 OTHER 1920 CONTRIBUTE 1980 PRYR REFND	.00 79,984.44 1,782.84 .00	.00 .00 .00	.00 93,023.40 .00 .00	.00 274,898.40 .00 .00	.00 147,619.99 .00 .00	.00 -127,278.41 .00 .00	.0 186.2 .0



10/11/2020 23:35 9165314671	**FAYETTE COUNTY PRIMAR MONTHLY REPORT - FY 202					P 10  glkymnth
SPECIAL REVENUE (2)	LASTFY EN Period	CUMBRANCES	MONTH TO DATE	YEAR TO DATE	BUDGET APPROP	AVAILABLE PCT BUDGET USED
1990 MISC REV 1990 STATE MOA	-6,373.12 .00	.00	19,345.56 .00	23,493.18	20,697.94	-2,795.24 113.5 .00 .0
TOTAL OTHER	REVENUE FROM LOCAL SOURCE 75,394.16	ES .00	112,368.96	298,391.58	168,317.93	-130,073.65 177.3
TOTAL REVENU	JE FROM LOCAL SOURCES 76,768.55	.00	112,427.89	299,182.85	168,317.93	-130,864.92 177.8
REVENUE FROM STATE S	SOURCES					
RESTRICTED						
3200 RES STATE	3,103,131.72	.00	.00	3,510,714.83	12,537,143.90	9,026,429.07 28.0
TOTAL RESTRI	ICTED 3,103,131.72	.00	.00	3,510,714.83	12,537,143.90	9,026,429.07 28.0
TOTAL REVENU	JE FROM STATE SOURCES 3,103,131.72	.00	.00	3,510,714.83	12,537,143.90	9,026,429.07 28.0
REVENUE FROM FEDERAL	SOURCES					
UNRESTRICTED THROUGH	H THE STATE					
4200 Unrestrict	.00	.00	.00	.00	.00	.00 .0
TOTAL UNREST	TRICTED THROUGH THE STATE	.00	.00	.00	.00	.00 .0
RESTRICTED DIRECT						
4300 RES DIR FE	4,525.71	.00	7,681.40	7,681.40	.00	-7,681.40 .0
TOTAL RESTRI	CCTED DIRECT 4,525.71	.00	7,681.40	7,681.40	.00	-7,681.40 .0
RESTRICTED THROUGH T	THE STATE					
4500 RES FED/ST	807,772.43	.00	2,009,420.71	2,653,277.50	20,070,607.00	17,417,329.50 13.2
TOTAL RESTRI	CCTED THROUGH THE STATE 807,772.43	.00	2,009,420.71	2,653,277.50	20,070,607.00	17,417,329.50 13.2
THROUGH INTERMEDIATE	E AGENCIES					
4700 FED INTERM	-1,155.75	.00	14,100.78	4,387.53	.00	-4,387.53 .0
TOTAL THROUG	H INTERMEDIATE AGENCIES -1,155.75	.00	14,100.78	4,387.53	.00	-4,387.53 .0
TOTAL REVENU	JE FROM FEDERAL SOURCES 811,142.39	.00	2,031,202.89	2,665,346.43	20,070,607.00	17,405,260.57 13.3



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SPECIAL REVENUE (2)	LASTFY Period	ENCUMBRANCES	MONTH TO DATE	YEAR TO DATE	BUDGET APPROP	AVAILABLE BUDGET	PCT USED
OTHER RECEIPTS							
INTERFUND TRANSFERS							
5210 FND XFER 5251 TRANS ESS 5252 TRANS PD 5253 TR INS RES 5254 TRAN SAFE 5261 FF OPERA	.00 .00 .00 .00 .00	.00 .00 .00 .00 .00	.00 6,790.00 .00 .00 .00	.00 13,946.90 .00 .00 .00	.00 .00 .00 .00 .00	-13,946.90 -00 .00 .00 .00	.0.0.0.0.0
TOTAL INTERFUND	TRANSFERS	.00	6,790.00	13,946.90	.00	-13,946.90	.0
TOTAL OTHER RECE	IPTS	.00	6,790.00	13,946.90	.00	-13,946.90	.0
TOTAL RECEIPTS	3,991,042.66	.00	2,150,420.78	6,489,191.01	32,776,068.83	26,286,877.82	19.8
TOTAL REVENUE	4,562,398.06	.00	2,150,420.78	7,477,772.61	32,776,068.83	25,298,296.22	22.8



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SPECIAL REVE	ENUE (2)	LASTFY Period	ENCUMBRANCES	MONTH TO DATE	YEAR TO DATE	BUDGET APPROP	AVAILABLE BUDGET	PCT USED
EXPENDITURES	5							
1000 INSTRU	JCTION							
0100 0200 0300 0400 0500 0600 0700 0800 0840 0900		2,640,887.84 516,554.94 300,558.73 2,678.76 308,893.43 812,314.72 149,292.66 104,943.87 .00 .00	.00 .00 139,118.88 46,368.90 2,616.79 1,493,407.52 240,778.52 362.50 .00	1,507,604.04 233,763.23 62,037.61 15,142.25 5,124.74 877,143.62 116,217.63 183.75 .00	2,773,478.81 438,473.12 109,822.97 16,105.32 8,838.77 1,093,174.95 139,979.98 531.75 .00 .00	15,735,086.67 4,267,705.53 1,759,531.10 33,950.00 1,087,156.09 2,451,765.45 530,045.20 62,804.07	12,961,607.86 3,829,232.41 1,510,589.25 -28,524.22 1,075,700.53 -134,817.02 149,286.70 61,909.82	1.1
TOTA	AL 1000	INSTRUCTION 4,836,124.95	1,922,653.11	2,817,216.87	4,580,405.67	25,928,044.11	19,424,985.33	25.1
2100 STUDEN	NT SUPPO	RT SERVICES						
0100 0200 0300 0400 0500 0600 0700 0800 0900		300,145.29 85,570.91 1,200.00 .00 12,175.70 .00 447.50	.00 .00 .00 .00 .00 8,832.62 .00 .00	91,660.27 18,733.60 .00 .00 135.60 .00 .00	160,955.95 38,195.33 .00 .00 135.60 .00 .00	417,473.28 151,398.75 .00 .00 .00 .00 .00 .00	256,517.33 113,203.42 .00 .00 -135.60 -8,832.62 .00 .00	38.6 25.2 .0 .0 .0
TOTA	AL 2100	STUDENT SUPPORT S 399,539.40	ERVICES 8,832.62	110,529.47	199,286.88	568,872.03	360,752.53	36.6
2200 INSTRU	JCTIONAL	STAFF SUPP SERV	·	·	·	·	·	
0100 0200 0280 0300 0400 0500 0600 0700 0800 0900		251,464.07 56,257.09 .00 2,100.00 .00 2,559.29 16,850.17 .00 18,678.14	.00 .00 .00 3,745.00 .00 .00 20,049.38 .00 .00	115,386.28 -1,503.83 .00 .00 .00 .00 5,387.21 733,550.00 .00	243,597.11 27,308.69 .00 225.00 .00 6,134.28 1,603,550.00 .00	1,274,164.12 322,468.00 .00 6,000.00 .00 16,100.00 49,097.82 .00 3,000.00	1,030,567.01 295,159.31 .00 2,030.00 .00 16,100.00 22,914.16 -1,603,550.00 3,000.00	19.1 8.5 .0 66.2 .0 .0 53.3 .0
TOTA	AL 2200	INSTRUCTIONAL STA 347,908.76	FF SUPP SERV 23,794.38	852,819.66	1,880,815.08	1,670,829.94	-233,779.52	114.0
2300 DISTRI	ICT ADMI	N SUPPORT						
0100 0200		.00	.00	.00	.00	.00	.00	.0



10/11/2 9165314	020 23:35 671	**FAYETTE COUNTY MONTHLY REPORT -					P gl	13 kymnth
SPECIAI	REVENUE (2)	LASTFY Period	ENCUMBRANCES	MONTH TO DATE	YEAR TO DATE	BUDGET APPROP	AVAILABLE BUDGET	PCT USED
0300 0500 0600		.00 .00 .00	.00	.00	.00	.00 .00 .00	.00 .00 .00	.0
	TOTAL 2300	DISTRICT ADMIN SUI	PPORT .00	.00	.00	.00	.00	.0
2400 \$	CHOOL ADMIN	SUPPORT						
0100 0200 0400 0600 0700 0800 0840		32,488.50 10,367.60 .00 .00 .00	.00 .00 .00 .00 .00	12,938.86 4,165.39 .00 .00 .00 .00	34,506.77 11,195.03 .00 .00 .00 .00	136,246.96 44,379.00 .00 .00 .00 .00	101,740.19 33,183.97 .00 .00 .00 .00	25.3 25.2 .0 .0 .0
	TOTAL 2400	SCHOOL ADMIN SUPPO 42,856.10	ORT .00	17,104.25	45,701.80	180,625.96	134,924.16	25.3
2500 E	USINESS SUPP	ORT SERVICES						
0100 0200 0300 0400 0500 0600 0700 0800 0840		1,357.50 74.73 558.00 .00 1,063.08 18,503.20 7,737.30 .00 .00	.00 .00 .00 .00 .00 2,325,021.45 640,300.00 .00	.00 .00 .00 .00 .00 49,461.09 .00	.00 .00 -104.94 .00 .00 49,886.62 .00 .00	.00 .00 .00 .00 .00 .00 .00	.00 .00 104.94 .00 .00 -2,374,908.07 -640,300.00	.0
	TOTAL 2500	BUSINESS SUPPORT S 29,293.81	SERVICES 2,965,321.45	49,461.09	49,781.68	.00	-3,015,103.13	.0
2600 E	LANT OPERATI	ONS AND MAINTENANC	E					
0100 0200 0300 0600 0700 0800		52,237.90 15,568.65 .00 .00 .00	.00 .00 .00 .00 .00	27,454.64 8,459.74 .00 .00 .00	65,405.11 20,150.05 .00 .00 .00	88,167.68 28,442.00 .00 .00 .00	22,762.57 8,291.95 .00 .00 .00	74.2 70.9 .0 .0
	TOTAL 2600	PLANT OPERATIONS A	AND MAINTENANCE .00	35,914.38	85,555.16	116,609.68	31,054.52	73.4
2700 8	TUDENT TRANS	PORTATION						
0100 0200 0500 0600		.00 .00 .00	.00 .00 .00 12,890.58	.00 .00 .00 984.55	.00 .00 .00 1,055.26	.00 .00 .00	.00 .00 .00 -13,945.84	



10/11/2020 23:35 9165314671	**FAYETTE COUNTY MONTHLY REPORT -	PRIMARY ** FY 2021 Period 3				P  gl}	14 kymnth
SPECIAL REVENUE (2	) LASTFY Period	ENCUMBRANCES	MONTH TO DATE	YEAR TO DATE	BUDGET APPROP	AVAILABLE BUDGET	PCT USED
0700 0800	.00	.00	.00	.00	.00	.00	.0
TOTAL 2700	STUDENT TRANSPORTA	ATION 12,890.58	984.55	1,055.26	.00	-13,945.84	.0
2900 OTHER INSTRUC	CTIONAL						
0100 0200	.00	.00	.00	.00	.00	.00	.0
TOTAL 2900	OTHER INSTRUCTION .00	AL .00	.00	.00	.00	.00	.0
3100 FOOD SERVICE	OPERATION						
0100 0200 0300 0500 0600 0700	.00 .00 .00 .00 .00	.00 .00 .00 .00 .00	.00 .00 .00 .00 .00	.00 .00 .00 .00 .00	.00 .00 .00 .00 .00	.00 .00 .00 .00 .00	.0
TOTAL 3100	FOOD SERVICE OPERA	ATION .00	.00	.00	.00	.00	.0
3200 DAY CARE OPER	RATIONS						
0100 0200 0600	.00 .00 .00	.00 .00 5,620.83	567.00 185.20 378.68	567.00 185.20 2,158.24	.00 .00 .00	-567.00 -185.20 -7,779.07	.0
TOTAL 3200	DAY CARE OPERATION .00	NS 5,620.83	1,130.88	2,910.44	.00	-8,531.27	.0
3300 COMMUNITY SER	RVICES						
0100 0200 0300 0400 0500 0600 0700 0800	603,996.37 32,173.21 2,704.15 .00 6,046.97 22,044.51 951.97 11,356.60	.00 .00 2,408.98 .00 1,723.12 18,423.30 .00 600.00	225,004.70 12,234.95 1,839.00 .00 6,015.05 50,421.73 2,301.60 590.80	653,913.61 36,446.84 2,244.34 .00 7,030.71 140,016.08 7,284.83 6,377.53	2,604,195.00 144,561.90 58,425.00 350.00 36,447.00 284,053.00 200.00 36,918.00	1,950,281.39 108,115.06 53,771.68 350.00 27,693.17 125,613.62 -7,084.83* 29,940.47	25.1 25.2 8.0 .0 24.0 55.8 *****
TOTAL 3300	COMMUNITY SERVICES 679,273.78	S 23,155.40	298,407.83	853,313.94	3,165,149.90	2,288,680.56	27.7
5200 FUND TRANSFE	RS						
0300 0500	.00	.00	.00	.00	.00	.00	.0



SPECIAL	REVENUE (2)	LASTFY Period	ENCUMBRANCES	MONTH TO DATE	YEAR TO DATE	BUDGET APPROP	AVAILABLE BUDGET	PCT USED
0600 0900		.00 139,331.52	.00	.00 243,563.17	.00 250,720.07	.00 1,145,937.21	.00 895,217.14	.0 21.9
	TOTAL 5200	FUND TRANSFERS 139,331.52	.00	243,563.17	250,720.07	1,145,937.21	895,217.14	21.9
	TOTAL EXPEN	DITURES 6,542,134.87	4,962,268.37	4,427,132.15	7,949,545.98	32,776,068.83	19,864,254.48	39.4
	TOTAL FOR S	PECIAL REVENUE (2) -1,979,736.81	-4,962,268.37	-2,276,711.37	-471,773.37	.00	5,434,041.74	.0



10/11/2020 23:35 9165314671	**FAYETTE COUNTY PRIMONTHLY REPORT - FY					P  glk	16 Symnth
DIST ACTIVITY ACCOUN	LASTFY IT (22) Period	ENCUMBRANCES	MONTH TO DATE	YEAR TO DATE	BUDGET APPROP	AVAILABLE BUDGET	PCT USED
REVENUES							
0999 BEGINNING BALAN	ICE						
TOTAL 0999 E	BEGINNING BALANCE	.00	.00	.00	.00	.00	.0
RECEIPTS							
REVENUE FROM LOCAL S	SOURCES						
EARNINGS ON INVESTME	INTS						
1510 INT ON INV	.00	.00	.00	.00	.00	.00	.0
TOTAL EARNIN	IGS ON INVESTMENTS	.00	.00	.00	.00	.00	.0
STUDENT ACTIVITIES							
1790 DIST ACTIV	878,734.40	.00	128,940.90	306,196.33	.00	-306,196.33	.0
TOTAL STUDEN	T ACTIVITIES 878,734.40	.00	128,940.90	306,196.33	.00	-306,196.33	.0
TOTAL REVENU	JE FROM LOCAL SOURCES 878,734.40	.00	128,940.90	306,196.33	.00	-306,196.33	.0
OTHER RECEIPTS							
INTERFUND TRANSFERS							
5210 FND XFER	.00	.00	.00	.00	.00	.00	.0
TOTAL INTER	FUND TRANSFERS	.00	.00	.00	.00	.00	.0
TOTAL OTHER	RECEIPTS .00	.00	.00	.00	.00	.00	.0
TOTAL RECEIF	PTS 878,734.40	.00	128,940.90	306,196.33	.00	-306,196.33	.0
TOTAL REVENU	JE 878,734.40	.00	128,940.90	306,196.33	.00	-306,196.33	.0

TOTAL FOR DIST ACTIVITY ACCOUNT (22)

618,443.76

-109,045.55



P 10/11/2020 23:35 \*\*FAYETTE COUNTY PRIMARY \*\* 17 9165314671 MONTHLY REPORT - FY 2021 Period 3 glkymnth LASTFY **ENCUMBRANCES** PCT MONTH YEAR BUDGET AVAILABLE DIST ACTIVITY ACCOUNT (22) Period TO DATE TO DATE APPROP BUDGET USED EXPENDITURES 1000 INSTRUCTION 0100 56,315.89 .00 20,273.44 37,804.32 .00 -37,804.32 . 0 0200 5,577.67 .0 .00 2,028.88 3,674.84 .00 -3,674.84 4,001.00 0300 2,208.80 .00 900.00 .00 -4,001.00.0 -6,300.00 .00 .00 .00 0400 6,300.00 .00 .0 5,164.05 0500 .00 .00 39.20 .00 -39.20.0 0600 133,568.37 98,276.55 50,392.59 85,382.20 -183,658.75 .00 .0 0700 51,051.17 3,869.00 6,184.05 6,184.05 .00 -10,053.05 .0 0800 60.00 .00 .00 45.00 .00 -45.00. 0 TOTAL 1000 INSTRUCTION 253,945.95 108,445.55 79,778.96 137,130.61 .00 -245,576.16 .0 2200 INSTRUCTIONAL STAFF SUPP SERV 0100 .00 .00 .00 .00 .00 .00 . 0 .0 0200 .00 .00 .00 .00 .00 .00 0300 .00 .00 .00 .00 .00 .00 .0 7.50 0500 .00 .00 .00 .00 .00 . 0 2,596.45 0600 5,605.10 600.00 13,988.11 .00 -14,588.11 . 0 0700 1,470.00 1,470.00 -1,470.00732.09 .00 .00 . 0 0800 .00 .00 .00 .00 .00 .00 . 0 INSTRUCTIONAL STAFF SUPP SERV TOTAL 2200 .00 . 0 6,344.69 600.00 4,066.45 15,458.11 -16.058.11TOTAL EXPENDITURES 260,290.64 109,045.55 83,845.41 152,588.72 .00 . 0 -261,634.27

45,095.49

153,607.61

.00

-44,562.06

. 0



	AYETTE COUNTY PRIMARY THLY REPORT - FY 2021					P  glk	18 cymnth
SCHOOL ACTIVITY FUND (25		UMBRANCES	MONTH TO DATE	YEAR TO DATE	BUDGET APPROP	AVAILABLE BUDGET	PCT USED
REVENUES							
0999 BEGINNING BALANCE							
TOTAL 0999 BEGIN	NING BALANCE	.00	.00	.00	-3,929,852.84	-3,929,852.84	.0
RECEIPTS							
REVENUE FROM LOCAL SOURCE	ES						
STUDENT ACTIVITIES							
1790 DIST ACTIV	.00	.00	.00	.00	.00	.00	.0
TOTAL STUDENT ACT	TIVITIES .00	.00	.00	.00	.00	.00	.0
TOTAL REVENUE FRO	OM LOCAL SOURCES	.00	.00	.00	.00	.00	.0
REVENUE FROM FEDERAL SOUR	RCES						
RESTRICTED THROUGH THE ST	TATE						
4500 RES FED/ST	.00	.00	.00	.00	.00	.00	.0
TOTAL RESTRICTED	THROUGH THE STATE .00	.00	.00	.00	.00	.00	.0
TOTAL REVENUE FRO	OM FEDERAL SOURCES	.00	.00	.00	.00	.00	.0
TOTAL RECEIPTS	.00	.00	.00	.00	.00	.00	.0
TOTAL REVENUE	.00	.00	.00	.00	-3,929,852.84	-3,929,852.84	.0



10/11/2 9165314		COUNTY PRIMARY * PORT - FY 2021 P					P  glk	19 ymnth
SCHOOL		ASTFY ENCUM eriod	IBRANCES	MONTH TO DATE	YEAR TO DATE	BUDGET APPROP	AVAILABLE BUDGET	PCT USED
EXPEND	ITURES							
1000	INSTRUCTION							
0300 0400 0600 0800		.00 .00 .00	.00 .00 .00	.00 .00 .00	.00 .00 .00	.00 .00 .00	.00 .00 .00	.0 .0 .0
	TOTAL 1000 INSTRUCTION	.00	.00	.00	.00	.00	.00	.0
2200	INSTRUCTIONAL STAFF SUPP	SERV						
0300 0400 0600 0800		.00 .00 .00	.00 .00 .00	.00 .00 .00	.00 .00 .00 .00	.00 .00 .00	.00 .00 .00	.0 .0 .0
	TOTAL 2200 INSTRUCTION.	AL STAFF SUPP SE	RV .00	.00	.00	.00	.00	.0
2700 \$	STUDENT TRANSPORTATION							
0300 0400 0600 0800		.00 .00 .00	.00 .00 .00	.00 .00 .00 .00	.00 .00 .00 .00	.00 .00 .00 .00	.00 .00 .00	.0 .0 .0
	TOTAL 2700 STUDENT TRA	NSPORTATION .00	.00	.00	.00	.00	.00	.0
3900 (	OTHER NON-INSTRUCTION							
0300 0400 0600 0800		.00 .00 .00	.00 .00 .00	.00 .00 .00	.00 .00 .00	.00 .00 .00	.00 .00 .00	. 0 . 0 . 0
	TOTAL 3900 OTHER NON-I	NSTRUCTION .00	.00	.00	.00	.00	.00	. 0
5200 H	FUND TRANSFERS							
0900		.00	.00	.00	.00	.00	.00	.0
	TOTAL 5200 FUND TRANSF	ERS .00	.00	.00	.00	.00	.00	.0
	TOTAL EXPENDITURES	.00	.00	.00	.00	.00	.00	.0
	TOTAL FOR SCHOOL ACTIVITY	TY FUND (25)						



10/11/2020 23:35 9165314671

| \*\*FAYETTE COUNTY PRIMARY \*\* | MONTHLY REPORT - FY 2021 Period 3

P 20 glkymnth

SCHOOL ACTIVITY FUND (25)	LASTFY Period	ENCUMBRANCES	MONTH TO DATE	YEAR TO DATE	BUDGET APPROP	AVAILABLE BUDGET	PCT USED
	.00	.00	.00	.00	-3,929,852.84	-3,929,852.84	.0



10/11/2020 23:35 9165314671		E COUNTY PR REPORT - FY	IMARY ** 2021 Period 3				P  gl}	21 xymnth
CAPITAL OUTLAY FUND	(310)	LASTFY Period	ENCUMBRANCES	MONTH TO DATE	YEAR TO DATE	BUDGET APPROP	AVAILABLE BUDGET	PCT USED
REVENUES								
0999 BEGINNING BALA	NCE							
TOTAL 0999	BEGINNING H	BALANCE .00	.00	.00	.00	1,197.00	1,197.00	.0
RECEIPTS								
REVENUE FROM LOCAL	SOURCES							
EARNINGS ON INVESTM	ENTS							
1510 INT ON INV		.00	.00	.00	.00	.00	.00	.0
TOTAL EARNI	NGS ON INV	ESTMENTS .00	.00	.00	.00	.00	.00	.0
TOTAL REVEN	UE FROM LO	CAL SOURCES	.00	.00	.00	.00	.00	.0
REVENUE FROM STATE	SOURCES							
STATE PROGRAM								
3111 SEEK	1,841	,180.00	.00	.00	1,841,779.00	3,682,361.00	1,840,582.00	50.0
TOTAL STATE		,180.00	.00	.00	1,841,779.00	3,682,361.00	1,840,582.00	50.0
RESTRICTED								
3200 RES STATE		.00	.00	.00	.00	.00	.00	.0
TOTAL RESTR	ICTED	.00	.00	.00	.00	.00	.00	.0
TOTAL REVEN		ATE SOURCES,180.00	.00	.00	1,841,779.00	3,682,361.00	1,840,582.00	50.0
TOTAL RECEI		,180.00	.00	.00	1,841,779.00	3,682,361.00	1,840,582.00	50.0
TOTAL REVEN		,180.00	.00	.00	1,841,779.00	3,683,558.00	1,841,779.00	50.0



10/11/2020 23:35 9165314671	**FAYETTE COUNTY PR MONTHLY REPORT - FY					P  glk	22 ymnth
CAPITAL OUTLAY FUND	(310) LASTFY Period	ENCUMBRANCES	MONTH TO DATE	YEAR TO DATE	BUDGET APPROP	AVAILABLE BUDGET	PCT USED
EXPENDITURES							
4100 LAND/SITE ACQU	JISITIONS						
0500	.00	.00	.00	.00	.00	.00	.0
TOTAL 4100	LAND/SITE ACQUISITIO	ons	.00	.00	.00	.00	.0
5100 DEBT SERVICE							
0400 0840	.00	.00	.00	.00	736,944.00 24,067.00	736,944.00 24,067.00	.0
TOTAL 5100	DEBT SERVICE .00	.00	.00	.00	761,011.00	761,011.00	.0
5200 FUND TRANSFERS	5						
0900	2,395,184.38	.00	.00	1,288,373.62	2,922,547.00	1,634,173.38	44.1
TOTAL 5200	FUND TRANSFERS 2,395,184.38	.00	.00	1,288,373.62	2,922,547.00	1,634,173.38	44.1
TOTAL EXPENI	DITURES 2,395,184.38	.00	.00	1,288,373.62	3,683,558.00	2,395,184.38	35.0
TOTAL FOR CA	APITAL OUTLAY FUND (3 -554,004.38	.00	.00	553,405.38	.00	-553,405.38	.0



	AYETTE COUNTY P FHLY REPORT - F	RIMARY ** Y 2021 Period 3				P 2  glkymnt
BUILDING FUND (5 CENT LEV	LASTFY VY) (3Period	ENCUMBRANCES	MONTH TO DATE	YEAR TO DATE	BUDGET APPROP	AVAILABLE PO BUDGET USE
REVENUES						
0999 BEGINNING BALANCE						
TOTAL 0999 BEGIN	NING BALANCE	.00	.00	186,418.56	186,419.00	.44 100.
RECEIPTS						
REVENUE FROM LOCAL SOURCE	ES					
AD VALOREM TAXES						
1111 GEN PR TAX 1113 PSCRP TAX 1115 DLQ TAX	.00 .00 .00	.00 .00 .00	182.82 4,377.68 .00	182.82 13,425.08 .00	35,254,406.00 805,451.00 .00	35,254,223.18 792,025.92 .00
1117 MV TAX	86,508.24	.00	87,116.86	174,380.71	1,217,289.00	1,042,908.29 14.
TOTAL AD VALOREM	TAXES 86,508.24	.00	91,677.36	187,988.61	37,277,146.00	37,089,157.39
EARNINGS ON INVESTMENTS						
1510 INT ON INV	.00	.00	.00	.00	500.00	500.00
TOTAL EARNINGS OF	N INVESTMENTS	.00	.00	.00	500.00	500.00
TOTAL REVENUE FRO	OM LOCAL SOURCE 86,508.24	.00	91,677.36	187,988.61	37,277,646.00	37,089,657.39
TOTAL RECEIPTS	86,508.24	.00	91,677.36	187,988.61	37,277,646.00	37,089,657.39
TOTAL REVENUE	86,508.24	.00	91,677.36	374,407.17	37,464,065.00	37,089,657.83 1.



	COUNTY PRIMARY ** PORT - FY 2021 Period	d 3				P  glk	24 Symnth
	ASTFY ENCUMBRANCeriod	CES	MONTH TO DATE	YEAR TO DATE	BUDGET APPROP	AVAILABLE BUDGET	PCT USED
EXPENDITURES							
4200 LAND IMPROVEMENTS							
0840	.00	.00	.00	.00	.00	.00	.0
TOTAL 4200 LAND IMPROV		.00	.00	.00	.00	.00	.0
5100 DEBT SERVICE							
0400 0840		.00	.00	.00	.00	.00	.0
TOTAL 5100 DEBT SERVIC		.00	.00	.00	.00	.00	.0
5200 FUND TRANSFERS							
0840 0900 4,204,6		.00	.00 4,303,431.41	.00 12,126,147.51	6,471,028.03 30,993,036.97	6,471,028.03 18,866,889.46	.0 39.1
TOTAL 5200 FUND TRANSF 4,204,6		.00	4,303,431.41	12,126,147.51	37,464,065.00	25,337,917.49	32.4
TOTAL EXPENDITURES 4,204,6	70.28	.00	4,303,431.41	12,126,147.51	37,464,065.00	25,337,917.49	32.4
TOTAL FOR BUILDING FUND -4,118,1		.00	-4,211,754.05	-11,751,740.34	.00	11,751,740.34	.0



	YETTE COUNTY PRIMA HLY REPORT - FY 20					P  glk	25 Symnth
CONSTRUCTION FUND (360)	LASTFY I Period	ENCUMBRANCES	MONTH TO DATE	YEAR TO DATE	BUDGET APPROP	AVAILABLE BUDGET	PCT USED
REVENUES							
0999 BEGINNING BALANCE							
TOTAL 0999 BEGINN 25	ING BALANCE,105,339.17	.00	.00	24,183,548.62	.00	-24,183,548.62	.0
RECEIPTS							
REVENUE FROM LOCAL SOURCE	S						
EARNINGS ON INVESTMENTS							
1510 INT ON INV 1530 FAIR VL IN	.00 -12,960.78	.00	.00	.00 -16,049.61	.00	.00 16,049.61	.0
TOTAL EARNINGS ON	INVESTMENTS -12,960.78	.00	.00	-16,049.61	.00	16,049.61	.0
STUDENT ACTIVITIES							
1750 DONATIONS	.00	.00	.00	.00	.00	.00	.0
TOTAL STUDENT ACT	IVITIES .00	.00	.00	.00	.00	.00	.0
OTHER REVENUE FROM LOCAL	SOURCES						
1920 CONTRIBUTE 1980 PRYR REFND 1990 MISC REV 1993 OTH REBATE	.00 .00 .00 .00	.00 .00 .00 .00	.00 .00 .00 .00	.00 .00 .00 .00	.00 .00 .00	.00 .00 .00	. 0 . 0 . 0
TOTAL OTHER REVEN	UE FROM LOCAL SOUP	.00	.00	.00	.00	.00	.0
TOTAL REVENUE FRO	M LOCAL SOURCES -12,960.78	.00	.00	-16,049.61	.00	16,049.61	.0
REVENUE FROM STATE SOURCE	S						
OTHER STATE FUNDING							
3120 OTH STATE	.00	.00	.00	.00	.00	.00	.0
TOTAL OTHER STATE	FUNDING .00	.00	.00	.00	.00	.00	.0
RESTRICTED							
3200 RES STATE	.00	.00	.00	.00	.00	.00	.0



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CONSTRUCTION FUND (360	LASTFY Period	ENCUMBRANCES	MONTH TO DATE	YEAR TO DATE	BUDGET APPROP	AVAILABLE BUDGET	PCT USED
TOTAL RESTRICT	ED .00	.00	.00	.00	.00	.00	.0
TOTAL REVENUE	FROM STATE SOURCES		.00	.00	.00	.00	.0
OTHER RECEIPTS							
BOND ISSUANCE							
5110 BOND PRIN 5120 BOND PREM	25,260,000.00 2,504,795.45	.00	.00	71,455,000.00 2,301,928.00	.00	-71,455,000.00 -2,301,928.00	.0
TOTAL BOND ISS	UANCE 27,764,795.45	.00	.00	73,756,928.00	.00	-73,756,928.00	.0
INTERFUND TRANSFERS							
5210 FND XFER	.00	.00	.00	6,847,140.18	.00	-6,847,140.18	.0
TOTAL INTERFUN	D TRANSFERS	.00	.00	6,847,140.18	.00	-6,847,140.18	.0
TOTAL OTHER RE	CEIPTS 27,764,795.45	.00	.00	80,604,068.18	.00	-80,604,068.18	.0
TOTAL RECEIPTS	27,751,834.67	.00	.00	80,588,018.57	.00	-80,588,018.57	.0
TOTAL REVENUE	52,857,173.84	.00	.00	104,771,567.19	.00	-104,771,567.19	.0

5200 FUND TRANSFERS



10/11/2 9165314	2020 23:35 4671	**FAYETTE COUNTY MONTHLY REPORT -					P  gl}	27 symnth
CONSTRU	JCTION FUND (	LASTFY Period	ENCUMBRANCES	MONTH TO DATE	YEAR TO DATE	BUDGET APPROP	AVAILABLE BUDGET	PCT USED
EXPENDI	ITURES							
4200 I	LAND IMPROVEM	ENTS						
0300 0400 0840		.00 .00 .00	.00 .00 .00	.00 .00 .00	.00 .00 .00	.00 .00 .00	.00 .00 .00	.0
	TOTAL 4200	LAND IMPROVEMENTS .00	.00	.00	.00	.00	.00	.0
4500 E	BUILDING ACQU	ISTIONS & CONSTRUCT	ION					
0300 0400 0500 0600 0700 0800 0840 0900		41,821.75 3,190,869.28 .00 364,622.10 259,915.24 .00 .00	55,789.57 1,423,159.64 .00 99,016.12 .00 .00 .00	17,564.61 690,448.76 .00 .00 .00 .00	18,377.11 1,305,544.31 .00 .00 .00 .00 .00	.00 .00 .00 .00 .00 .00	-74,166.68 -2,728,703.95 .00 -99,016.12 .00 .00	.0.0.0.0.0.0.0.0
	TOTAL 4500	BUILDING ACQUISTIO 3,857,228.37	NS & CONSTRUCTION 1,577,965.33	708,013.37	1,323,921.42	.00	-2,901,886.75	.0
4600 \$	SITE IMPROVEM	ENT						
0300 0400 0500 0600 0700 0840		33,009.23 959,213.37 .00 .00 .00	3,942.64 294.84 .00 .00 .00	.00 .00 .00 .00 .00	8,411.14 .00 .00 .00 .00	.00 .00 .00 .00 .00	-12,353.78 -294.84 .00 .00 .00	.0.0.0.0
	TOTAL 4600	SITE IMPROVEMENT 992,222.60	4,237.48	.00	8,411.14	.00	-12,648.62	.0
4700 E	BUILDING IMPR	OVEMENTS						
0300 0400 0500 0600 0700 0800 0840 0900		186,351.70 1,630,416.95 30,466.71 .00 .00 321,942.29 .00	895,068.39 68,945,810.59 .00 193,529.21 997,665.98 .00 .00	77,380.96 4,266,275.64 .00 395,486.60 .00 .00	140,364.05 8,884,986.22 .00 744,142.96 .00 979,419.82 .00	.00 .00 .00 .00 .00 .00	-1,035,432.44 -77,830,796.81 .00 -937,672.17 -997,665.98 -979,419.82 .00	.0.0.0.0.0.0.0.0
	TOTAL 4700	BUILDING IMPROVEME 2,169,177.65	NTS 71,032,074.17	4,739,143.20	10,748,913.05	.00	-81,780,987.22	.0



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CONSTRU	CTION FUND (360)	LASTFY Period	ENCUMBRANCES	MONTH TO DATE	YEAR TO DATE	BUDGET APPROP	AVAILABLE BUDGET	PCT USED
0900		.00	.00	.00	.00	.00	.00	.0
	TOTAL 5200 FUND	TRANSFERS .00	.00	.00	.00	.00	.00	.0
	TOTAL EXPENDITURE	ES 7,018,628.62	72,614,276.98	5,447,156.57	12,081,245.61	.00	-84,695,522.59	.0
	TOTAL FOR CONSTRU	JCTION FUND (3) 5,838,545.22	50) -72,614,276.98	-5,447,156.57	92,690,321.58	.00	-20,076,044.60	.0



	ETTE COUNTY PRIMAR LY REPORT - FY 202					P  glk	29 ymnth
DEBT SERVICE FUND (400)	LASTFY EN Period	CUMBRANCES	MONTH TO DATE	YEAR TO DATE	BUDGET APPROP	AVAILABLE BUDGET	PCT USED
REVENUES							
0999 BEGINNING BALANCE							
TOTAL 0999 BEGINN	ING BALANCE	.00	.00	207,423.63	.00	-207,423.63	.0
RECEIPTS							
REVENUE FROM LOCAL SOURCES	5						
EARNINGS ON INVESTMENTS							
1510 INT ON INV	40,651.81	.00	8,045.75	28,683.26	.00	-28,683.26	.0
TOTAL EARNINGS ON	INVESTMENTS 40,651.81	.00	8,045.75	28,683.26	.00	-28,683.26	.0
OTHER REVENUE FROM LOCAL S	SOURCES						
1980 PRYR REFND 1990 MISC REV 1993 OTH REBATE 1999 OTHER REV	.00 .00 .00 .00	.00 .00 .00	.00 .00 .00 .00	.00 .00 .00 .00	.00 .00 .00	.00 .00 .00	.0 .0 .0
TOTAL OTHER REVENU	JE FROM LOCAL SOURC	ES .00	.00	.00	.00	.00	.0
TOTAL REVENUE FROM	1 LOCAL SOURCES 40,651.81	.00	8,045.75	28,683.26	.00	-28,683.26	.0
REVENUE FROM STATE SOURCES	5						
RESTRICTED							
3200 RES STATE	.00	.00	.00	.00	.00	.00	.0
TOTAL RESTRICTED	.00	.00	.00	.00	.00	.00	.0
REVENUE ON BEHALF PAYMENTS	5						
3900 BEHALF	.00	.00	.00	.00	.00	.00	.0
TOTAL REVENUE ON F	BEHALF PAYMENTS .00	.00	.00	.00	.00	.00	.0
TOTAL REVENUE FROM	1 STATE SOURCES	.00	.00	.00	.00	.00	.0
REVENUE FROM FEDERAL SOURCE	CES						



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DEBT SERVICE FUND (400)	LASTFY Period	ENCUMBRANCES	MONTH TO DATE	YEAR TO DATE	BUDGET APPROP	AVAILABLE BUDGET	PCT USED					
UNDEFINED REV TYPE												
4900 FED SOURCE	.00	.00	.00	.00	.00	.00	.0					
TOTAL UNDEFINED	REV TYPE .00	.00	.00	.00	.00	.00	.0					
TOTAL REVENUE F	ROM FEDERAL SOURCE	.00	.00	.00	.00	.00	.0					
OTHER RECEIPTS												
INTERFUND TRANSFERS												
5210 FND XFER	6,599,854.66	.00	4,303,431.41	9,367,380.95	37,464,065.00	28,096,684.05	25.0					
TOTAL INTERFUND	TRANSFERS 6,599,854.66	.00	4,303,431.41	9,367,380.95	37,464,065.00	28,096,684.05	25.0					
TOTAL OTHER REC	EIPTS 6,599,854.66	.00	4,303,431.41	9,367,380.95	37,464,065.00	28,096,684.05	25.0					
TOTAL RECEIPTS	6,640,506.47	.00	4,311,477.16	9,396,064.21	37,464,065.00	28,068,000.79	25.1					
TOTAL REVENUE	6,640,506.47	.00	4,311,477.16	9,603,487.84	37,464,065.00	27,860,577.16	25.6					



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DEBT SERVICE FUND	LASTFY (400) Period	ENCUMBRANCES	MONTH TO DATE	YEAR TO DATE	BUDGET APPROP	AVAILABLE BUDGET	PCT USED
EXPENDITURES							
5100 DEBT SERVICE							
0800	6,599,854.66	.00	4,303,431.41	9,367,380.95	37,464,065.00	28,096,684.05	25.0
TOTAL 5100	DEBT SERVICE 6,599,854.66	.00	4,303,431.41	9,367,380.95	37,464,065.00	28,096,684.05	25.0
TOTAL EXPE	NDITURES 6,599,854.66	.00	4,303,431.41	9,367,380.95	37,464,065.00	28,096,684.05	25.0
TOTAL FOR I	DEBT SERVICE FUND (40) 40,651.81	.00	8,045.75	236,106.89	.00	-236,106.89	.0



	**FAYETTE COUNTY PRI MONTHLY REPORT - FY					P  gl}	32 cymnth
FOOD SERVICE FUND (51)	LASTFY Period	ENCUMBRANCES	MONTH TO DATE	YEAR TO DATE	BUDGET APPROP	AVAILABLE BUDGET	PCT USED
REVENUES							
0999 BEGINNING BALANCE	E						
TOTAL 0999 BEG	GINNING BALANCE 4,240,132.87	.00	.00	3,737,101.58	3,737,102.00	.42	100.0
RECEIPTS							
REVENUE FROM LOCAL SOU	JRCES						
EARNINGS ON INVESTMENT	ΓS						
1510 INT ON INV	.00	.00	.00	.00	.00	.00	.0
TOTAL EARNINGS	ON INVESTMENTS	.00	.00	.00	.00	.00	.0
FOOD SERVICE							
1611 REIMB LNCH 1612 REIMB BRKF 1614 REIMB SNCK 1624 NO-RMB ALA 1629 NO-RM OTHR 1650 SUM LOCAL 1690 FD SVC REB	126,495.64 59,175.99 .00 107,393.17 398,496.39 .00 6,912.85	.00 .00 .00 .00 .00 .00	.00 85.00 .00 .00 240.00 .00 985.50	10.00 105.00 .00 .00 1,575.00 .00 1,618.50	800,000.00 365,000.00 .00 720,000.00 1,902,767.00 .00 27,000.00	799,990.00 364,895.00 .00 720,000.00 1,901,192.00 .00 25,381.50	.0 .0 .0 .1 .0 6.0
TOTAL FOOD SER	RVICE 698,474.04	.00	1,310.50	3,308.50	3,814,767.00	3,811,458.50	.1
OTHER REVENUE FROM LOC	CAL SOURCES						
1920 CONTRIBUTE 1980 PRYR REFND 1990 MISC REV 1994 RET INSUFF	.00 .00 21,587.79 -29.75	.00 .00 .00 .00	.00 .00 6,435.14 .00	.00 .00 23,136.19 .00	.00 .00 129,000.00 200.00	.00 .00 105,863.81 200.00	.0 .0 17.9 .0
TOTAL OTHER RE	EVENUE FROM LOCAL SC 21,558.04	OURCES .00	6,435.14	23,136.19	129,200.00	106,063.81	17.9
TOTAL REVENUE	FROM LOCAL SOURCES 720,032.08	.00	7,745.64	26,444.69	3,943,967.00	3,917,522.31	.7
REVENUE FROM STATE SOU	JRCES						
RESTRICTED							
3200 RES STATE	14,743.04	.00	.00	.00	200,000.00	200,000.00	.0
TOTAL RESTRICT	TED 14,743.04	.00	.00	.00	200,000.00	200,000.00	.0

TOTAL REVENUE

6,363,316.40



	*FAYETTE COUNTY PRIMONTHLY REPORT - FY 2					P  glk	33 ymnth
FOOD SERVICE FUND (51)	LASTFY Period	ENCUMBRANCES	MONTH TO DATE	YEAR TO DATE	BUDGET APPROP	AVAILABLE BUDGET	PCT USED
REVENUE ON BEHALF PAYM	ENTS						
3900 BEHALF	.00	.00	.00	.00	850,000.00	850,000.00	.0
TOTAL REVENUE	ON BEHALF PAYMENTS .00	.00	.00	.00	850,000.00	850,000.00	.0
TOTAL REVENUE	FROM STATE SOURCES 14,743.04	.00	.00	.00	1,050,000.00	1,050,000.00	.0
REVENUE FROM FEDERAL SO	OURCES						
RESTRICTED THROUGH THE	STATE						
4500 RES FED/ST	1,388,408.41	.00	174,669.38	1,376,903.84	16,548,533.17	15,171,629.33	8.3
TOTAL RESTRICT	ED THROUGH THE STATE 1,388,408.41	.00	174,669.38	1,376,903.84	16,548,533.17	15,171,629.33	8.3
CHILD NUTRITION PROGRAM	M DONATED COMMODIT						
4950 CHD NT DC	.00	.00	.00	.00	.00	.00	.0
TOTAL CHILD NU	TRITION PROGRAM DONA	TED COMMODIT .00	.00	.00	.00	.00	.0
TOTAL REVENUE	FROM FEDERAL SOURCES 1,388,408.41	.00	174,669.38	1,376,903.84	16,548,533.17	15,171,629.33	8.3
TOTAL RECEIPTS	2,123,183.53	.00	182,415.02	1,403,348.53	21,542,500.17	20,139,151.64	6.5

.00 182,415.02 5,140,450.11 25,279,602.17 20,139,152.06 20.3



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FOOD SERVICE FUND (5	LASTFY 1) Period	ENCUMBRANCES	MONTH TO DATE	YEAR TO DATE	BUDGET APPROP	AVAILABLE BUDGET	PCT USED
EXPENDITURES							
3100 FOOD SERVICE O	PERATION						
0100 0200 0280 0300 0400 0500 0600 0700 0800	1,194,870.45 347,777.20 .00 10,354.95 97,147.39 8,362.53 1,446,431.94 171,126.26 .00	.00 .00 .00 .00 25,331.74 631.16 5,127,369.03 45,353.32 .00	689,404.78 213,800.09 .00 70,900.00 56,473.94 .133.24 260,170.46 .00	1,264,924.30 390,502.83 .00 77,513.35 79,638.02 4,174.37 472,161.95 164,996.98	9,472,100.00 2,491,600.00 1,030,000.00 231,000.00 996,950.74 110,230.97 10,018,104.14 802,598.98	8,207,175.70 2,101,097.17 1,030,000.00 153,486.65 891,980.98 105,425.44 4,418,573.16 592,248.68	13.4 15.7 .0 33.6 10.5 4.4 55.9 26.2
TOTAL 3100	FOOD SERVICE OPERAT 3,276,070.72	ION 5,198,685.25	1,290,882.51	2,453,911.80	25,152,584.83	17,499,987.78	30.4
3200 DAY CARE OPERA	TIONS						
0100 0200	.00	.00	.00	.00	.00	.00	.0
TOTAL 3200	DAY CARE OPERATIONS .00	.00	.00	.00	.00	.00	.0
5200 FUND TRANSFERS							
0900	76,983.56	.00	.00	.00	127,017.34	127,017.34	.0
TOTAL 5200	FUND TRANSFERS 76,983.56	.00	.00	.00	127,017.34	127,017.34	.0
TOTAL EXPEND	ITURES 3,353,054.28	5,198,685.25	1,290,882.51	2,453,911.80	25,279,602.17	17,627,005.12	30.3
TOTAL FOR FO	OD SERVICE FUND (51 3,010,262.12	) -5,198,685.25	-1,108,467.49	2,686,538.31	.00	2,512,146.94	.0



	AYETTE COUNTY PRIMARY ** THLY REPORT - FY 2021 Pe					P  gl}	35 cymnth
After School Care (52)	LASTFY ENCUME Period	BRANCES	MONTH TO DATE	YEAR TO DATE	BUDGET APPROP	AVAILABLE BUDGET	PCT USED
REVENUES							
0999 BEGINNING BALANCE							
TOTAL 0999 BEGIN	NING BALANCE 1,934,084.19	.00	.00	2,047,072.84	.00	-2,047,072.84	. 0
RECEIPTS							
REVENUE FROM LOCAL SOURCE	ES						
EARNINGS ON INVESTMENTS							
1510 INT ON INV	.00	.00	.00	.00	.00	.00	.0
TOTAL EARNINGS O	N INVESTMENTS	.00	.00	.00	.00	.00	.0
COMMUNITY SERVICE ACTIVI	TIES						
1810 DAY CARE	406,075.00	.00	9,590.03	12,865.03	.00	-12,865.03	.0
TOTAL COMMUNITY	SERVICE ACTIVITIES 406,075.00	.00	9,590.03	12,865.03	.00	-12,865.03	.0
OTHER REVENUE FROM LOCAL	SOURCES						
1980 PRYR REFND	.00	.00	.00	.00	.00	.00	.0
TOTAL OTHER REVE	NUE FROM LOCAL SOURCES	.00	.00	.00	.00	.00	.0
TOTAL REVENUE FR	OM LOCAL SOURCES 406,075.00	.00	9,590.03	12,865.03	.00	-12,865.03	.0
REVENUE FROM STATE SOURCE	ES						
REVENUE ON BEHALF PAYMEN	TS						
3900 BEHALF	.00	.00	.00	.00	.00	.00	.0
TOTAL REVENUE ON	BEHALF PAYMENTS .00	.00	.00	.00	.00	.00	.0
TOTAL REVENUE FR	OM STATE SOURCES	.00	.00	.00	.00	.00	.0
OTHER RECEIPTS							
INTERFUND TRANSFERS							
5210 FND XFER	.00	.00	.00	.00	.00	.00	.0



After School Care (52)	LASTFY Period	ENCUMBRANCES	MONTH TO DATE	YEAR TO DATE	BUDGET APPROP	AVAILABLE BUDGET	PCT USED
TOTAL INTERFUND		0.0	0.0	2.2	0.0	0.0	0
	.00	.00	.00	.00	.00	.00	. 0
TOTAL OTHER RECE		0.0	2.2	0.0	2.2	0.0	•
	.00	.00	.00	.00	.00	.00	. 0
TOTAL RECEIPTS	406,075.00	.00	9,590.03	12,865.03	.00	-12,865.03	.0
TOTAL REVENUE	2,340,159.19	.00	9,590.03	2,059,937.87	.00	-2,059,937.87	.0

TOTAL FOR After School Care (52) 1,889,321.49



-1,901,469.11

.0

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After School Care	(52) LASTFY Period	ENCUMBRANCES	MONTH TO DATE	YEAR TO DATE	BUDGET APPROP	AVAILABLE BUDGET	PCT USED
EXPENDITURES							
1000 INSTRUCTION							
0100 0200	.00	.00	.00	.00	.00	.00	.0
TOTAL 1000	INSTRUCTION .00	.00	.00	.00	.00	.00	.0
3200 DAY CARE OPE	RATIONS						
0100 0200 0280 0300 0400 0500 0600 0700 0800 0840	291,837.67 43,767.83 .00 33,032.75 .00 128.77 82,070.68 .00 .00	.00 .00 .00 5,045.00 .00 830.14 20,467.88 47,350.00 25.00	11,722.24 1,857.97 .00 24,754.00 .00 .00 .00 .00 .00 .00 .00	29,657.60 4,285.53 .00 24,779.00 .00 906.92 25,096.69 .00 25.00	.00 .00 .00 .00 .00 .00 .00 .00	$\begin{array}{c} -29,657.60 \\ -4,285.53 \\ .00 \\ -29,824.00 \\ .00 \\ -1,737.06 \\ -45,564.57 \\ -47,350.00 \\ .50.00 \\ .00 \end{array}$	.0
TOTAL 3200	DAY CARE OPERATIONS 450,837.70	73,718.02	58,737.96	84,750.74	.00	-158,468.76	.0
TOTAL EXPE	NDITURES 450,837.70	73,718.02	58,737.96	84,750.74	.00	-158,468.76	.0

-73,718.02 -49,147.93 1,975,187.13 .00



	*FAYETTE COUNTY PRIMAR ONTHLY REPORT - FY 202					P  glk	38 ymnth
PRINT SHOP (61)	LASTFY EN Period	ICUMBRANCES	MONTH TO DATE	YEAR TO DATE	BUDGET APPROP	AVAILABLE BUDGET	PCT USED
REVENUES							
0999 BEGINNING BALANCE							
TOTAL 0999 BEG	INNING BALANCE	.00	.00	.00	.00	.00	.0
RECEIPTS							
REVENUE FROM LOCAL SOU	RCES						
EARNINGS ON INVESTMENT	S						
1510 INT ON INV	.00	.00	.00	.00	.00	.00	.0
TOTAL EARNINGS	ON INVESTMENTS .00	.00	.00	.00	.00	.00	.0
OTHER REVENUE FROM LOC	AL SOURCES						
1970 SER OT FUN	.00	.00	.00	.00	.00	.00	.0
TOTAL OTHER RE	VENUE FROM LOCAL SOURC .00	CES .00	.00	.00	.00	.00	.0
TOTAL REVENUE	FROM LOCAL SOURCES .00	.00	.00	.00	.00	.00	.0
TOTAL RECEIPTS	.00	.00	.00	.00	.00	.00	.0
TOTAL REVENUE	.00	.00	.00	.00	.00	.00	.0
TOTAL FOR PRIN	T SHOP (61)	.00	.00	.00	.00	.00	.0



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9165314671  M	ONTHLY REPORT - FY 202		glkymnth				
WAREHOUSE (62)	LASTFY EN Period	CUMBRANCES	MONTH TO DATE	YEAR TO DATE	BUDGET APPROP	AVAILABLE BUDGET	PCT USED
REVENUES							
RECEIPTS							
REVENUE FROM LOCAL SOU	RCES						
OTHER REVENUE FROM LOC	AL SOURCES						
1970 SER OT FUN	.00	.00	.00	.00	.00	.00	.0
TOTAL OTHER RE	VENUE FROM LOCAL SOURC	ES .00	.00	.00	.00	.00	.0
TOTAL REVENUE	FROM LOCAL SOURCES .00	.00	.00	.00	.00	.00	.0
TOTAL RECEIPTS	.00	.00	.00	.00	.00	.00	.0
TOTAL REVENUE	.00	.00	.00	.00	.00	.00	.0
TOTAL FOR WARE	HOUSE (62)	.00	.00	.00	.00	.00	.0



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BUSINESS AGENT FUNDS (65)	LASTFY E Period	CNCUMBRANCES	MONTH TO DATE	YEAR TO DATE	BUDGET APPROP	AVAILABLE BUDGET	PCT USED
EXPENDITURES							
2700 STUDENT TRANSPORTATIO	ON						
0300 0500 0600 0700	.00 .00 .00 .00	.00 .00 .00 .00	.00 .00 .00 .00	.00 .00 .00 .00	.00 .00 .00 .00	.00 .00 .00	.0
TOTAL 2700 STUDENT	TRANSPORTATION .00	.00	.00	.00	.00	.00	. 0
TOTAL EXPENDITURES	.00	.00	.00	.00	.00	.00	.0
TOTAL FOR BUSINESS	AGENT FUNDS (65)	.00	.00	.00	.00	.00	.0



	YETTE COUNTY PRIMARY ** HLY REPORT - FY 2021 Pe					P  glk	41 Symnth
FIDUCIARY FUND-PENSION, I		BRANCES	MONTH TO DATE	YEAR TO DATE	BUDGET	AVAILABLE BUDGET	PCT USED
REVENUES							
0999 BEGINNING BALANCE							
TOTAL 0999 BEGINN	ING BALANCE 293,246.43	.00	.00	288,834.28	.00	-288,834.28	.0
RECEIPTS							
REVENUE FROM LOCAL SOURCE	S						
EARNINGS ON INVESTMENTS							
1510 INT ON INV 1511 Invest Inc 1530 FAIR VL IN	.00 .00 .00	.00	.00 .00 .00	.00 .00 .00	.00 .00 .00	.00 .00 .00	.0
TOTAL EARNINGS ON	INVESTMENTS .00	.00	.00	.00	.00	.00	.0
OTHER REVENUE FROM LOCAL	SOURCES						
1920 CONTRIBUTE	13,169.35	.00	12,780.71	12,780.71	.00	-12,780.71	.0
TOTAL OTHER REVEN	UE FROM LOCAL SOURCES 13,169.35	.00	12,780.71	12,780.71	.00	-12,780.71	.0
TOTAL REVENUE FRO	M LOCAL SOURCES 13,169.35	.00	12,780.71	12,780.71	.00	-12,780.71	.0
TOTAL RECEIPTS	13,169.35	.00	12,780.71	12,780.71	.00	-12,780.71	.0
TOTAL REVENUE	306,415.78	.00	12,780.71	301,614.99	.00	-301,614.99	.0



10/11/2020 23:35 9165314671	**FAYETTE COUNTY PRIM MONTHLY REPORT - FY 2					P  glky	42 ymnth
FIDUCIARY FUND-PEN	LASTFY ISION, INVESTPeriod	ENCUMBRANCES	MONTH TO DATE	YEAR TO DATE	BUDGET APPROP	AVAILABLE BUDGET	PCT USED
EXPENDITURES							
3300 COMMUNITY SE	RVICES						
0600 0700	.00	.00	.00	.00	.00	.00	.0
TOTAL 3300	COMMUNITY SERVICES .00	.00	.00	.00	.00	.00	.0
3900 OTHER NON-IN	ISTRUCTION						
0100 0200 0300 0400 0500 0600 0700	.00 .00 .00 .00 .00 .00	.00 .00 .00 .00 .00 .00	.00 .00 .00 .00 .00 .00	.00 .00 .00 .00 .00 .00	.00 .00 .00 .00 .00 .00	.00 .00 .00 .00 .00 .00	.0.0.0.0.0.0.0.0.0
TOTAL 3900	OTHER NON-INSTRUCTION	.00	.00	.00	.00	.00	.0
TOTAL EXPE	ENDITURES .00	.00	.00	.00	.00	.00	.0
TOTAL FOR	FIDUCIARY FUND-PENSION, 306,415.78	INVEST (7000) .00	12,780.71	301,614.99	.00	-301,614.99	.0



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GOVERNMENTAL ASSET ACCOUNT		ENCUMBRANCES	MONTH TO DATE	YEAR TO DATE	BUDGET APPROP	AVAILABLE BUDGET	PCT USED
REVENUES							
RECEIPTS							
OTHER RECEIPTS							
SALE OR COMP FOR LOSS OF AS	SSETS						
5311 SALE LAND 5331 SALE BLDG 5341 SALE EQUIP	.00 .00 .00	.00 .00 .00	.00 .00 .00	.00 .00 .00	.00 .00 .00	.00 .00 .00	.0
TOTAL SALE OR COMP	FOR LOSS OF ASS	ETS .00	.00	.00	.00	.00	.0
TOTAL OTHER RECEIPT	.00	.00	.00	.00	.00	.00	.0
TOTAL RECEIPTS	.00	.00	.00	.00	.00	.00	.0
TOTAL REVENUE	.00	.00	.00	.00	.00	.00	.0



\*\*FAYETTE COUNTY PRIMARY \*\* 10/11/2020 23:35 44 9165314671 MONTHLY REPORT - FY 2021 Period 3 glkymnth LASTFY **ENCUMBRANCES** YEAR BUDGET PCT MONTH AVAILABLE GOVERNMENTAL ASSET ACCOUNT GRPPeriod TO DATE TO DATE APPROP BUDGET USED EXPENDITURES 1000 INSTRUCTION 0700 .00 .00 .00 .00 .00 .00 .0 TOTAL 1000 INSTRUCTION .00 .00 .00 .00 .00 .00 .0 2100 STUDENT SUPPORT SERVICES 0700 .00 .00 .00 .00 .00 .00 .0 TOTAL 2100 STUDENT SUPPORT SERVICES .00 .00 .00 .00 .00 .00 .0 2300 DISTRICT ADMIN SUPPORT 0700 .00 .00 .00 .00 .00 .00 . 0 TOTAL 2300 DISTRICT ADMIN SUPPORT .00 .00 .00 .00 .00 . 0 2600 PLANT OPERATIONS AND MAINTENANCE 0700 .00 .00 .00 .00 .00 .00 . 0 TOTAL 2600 PLANT OPERATIONS AND MAINTENANCE .00 .00 .00 .00 .00 .00 . 0 2700 STUDENT TRANSPORTATION 0700 .00 .00 .00 .00 .00 .00 .0 TOTAL 2700 STUDENT TRANSPORTATION .00 .00 .00 .00 .00 .00 .0 TOTAL EXPENDITURES .00 .00 .00 .00 .00 .00 .0 TOTAL FOR GOVERNMENTAL ASSET ACCOUNT GRP (8) .00 .00 .00 .00 .00 .00 . 0



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FOOD SERVICE ASSET A		JMBRANCES	MONTH TO DATE	YEAR TO DATE	BUDGET APPROP	AVAILABLE BUDGET	PCT USED
REVENUES							
RECEIPTS							
REVENUE FROM LOCAL S	SOURCES						
OTHER REVENUE FROM I	LOCAL SOURCES						
1930 GAIN/LOSS	.00	.00	.00	.00	.00	.00	.0
TOTAL OTHER	REVENUE FROM LOCAL SOURCES	.00	.00	.00	.00	.00	.0
TOTAL REVENU	JE FROM LOCAL SOURCES .00	.00	.00	.00	.00	.00	.0
TOTAL RECEIR	.00	.00	.00	.00	.00	.00	.0
TOTAL REVENU	JE .00	.00	.00	.00	.00	.00	.0



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FOOD SERVICE ASSET ACCO		ICUMBRANCES	MONTH TO DATE	YEAR TO DATE	BUDGET APPROP	AVAILABLE BUDGET	PCT USED
EXPENDITURES							
3100 FOOD SERVICE OPER	RATION						
0700	.00	.00	.00	.00	.00	.00	.0
TOTAL 3100 FOO	DD SERVICE OPERATION .00	.00	.00	.00	.00	.00	.0
TOTAL EXPENDITU	JRES .00	.00	.00	.00	.00	.00	.0
TOTAL FOR FOOD	SERVICE ASSET ACCOUNT	.00	.00	.00	.00	.00	.0



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REPORT OPTIONS

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Fiscal Year/Period for reports	2021	3
Include page break between funds?	Y	
Include expenditure detail?	N	
Include Percent Used?	Y	
<pre>Include Last FY Actuals?   Thru (P)eriod or (T)otal for Year</pre>	P Y	
Include Prior FY 2 Actuals?	N	
Include Encumbrances?	Y	

<sup>\*\*</sup> END OF REPORT - Generated by Tiffany Davis \*\*



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FUND: 1	GENERAI	_ FUND		NET CHANGE FOR PERIOD	ACCOUNT BALANCE
ASSETS					
1100210	10	6101	CASH IN BANK	-10,981,692.99	33,307,968.48
	10	6102	CASH IN PAYROLL CLEARING ACCT	-8,178,827.98	-166,371.62
	10 10	6104 6139	PETTY CASH ACCOUNT	.00 902 664 61	1,500.00 3 002 226 50
	10	6153	ACCOUNTS RECEIVABLE	-1,095,109.93	826,405.47
	10	6171	INVENTORIES FOR CONSUMPTION	-11,256.28	2,852,099.46
		TOTAL ASSETS	CASH IN BANK CASH IN PAYROLL CLEARING ACCT PETTY CASH ACCOUNT RECEIVABLE FROM FOOD SVC FND ACCOUNTS RECEIVABLE INVENTORIES FOR CONSUMPTION  ACCOUNTS PAYABLE ACCT PAYABLE—ACTIVE CARD PAY HEALTH INS EMPLOYER COST MEDICARE TAX UNEMPLOYMENT WORKERS COMP LOCAL TAX WITHHELD PAYABLE LIAB DUE — AETNA PAYROLL DEDUCTIONS—ONE AMERICA ONE AMERICA—21 PAYS LIAB DUE — VARIABLE ANNUITY DENTAL STATE 21 PAYS LIAB DUE — VAN KAMPEN FRINGE MANAGEMENT FRINGE MANAGEMENT FRINGE MANAGEMENT FRINGE MANAGEMENT LIAB DUE—LEGAL SHIELD LIAB DUE—LEGAL SHIELD LIAB DUE—LEGAL SHIELD LIAB DUE—LEGAL SHIELD LIAB LITY—PRUDENTIAL LIFE LIABILITY—PRUDENTIAL LIFE LIABILITY—VISION INSURANCE LIABILITY—VISI	-19,364,222.57	39,823,828.29
LIABILITIES					
	10	7421	ACCOUNTS PAYABLE	-725,464.73	-1,620,673.46
	10 10	7421A 7461H	ACCT PAYABLE-ACTIVE CARD PAY	58,825.69	-433,656.17
	10	7461M	MEDICARE TAX	1.138.06	-022.45
	10	7462U	UNEMPLOYMENT	-74,813.24	-592,614.66
	10	7462W	WORKERS COMP	-216,846.48	-377,977.84
	10 10	/469 7470x	TAB DIE - AFTNA	-104,38/.38 -7 232 42	-183,U61.14 27 610 85
	10	7470BB	PAYROLL DEDUCTIONS-ONE AMERICA	-69.91	-7,291.45
	10	7470BT	ONE AMERICA-21 PAYS	-5.55	-8.21
	10 10	7470D	LIAB DUE - VARIABLE ANNUITY	29,153.29	49,886.20
	10	7470D1 7470E	TITAR DUE - VAN KAMPEN	-35.53	-50.54 -5.396.28
	10	7470F	FRINGE MANAGEMENT	-23.39	-87,804.33
	10	7470FT	FRINGE MANAGEMENT 21 PAY	-38.12	-57.18
	10 10	/4/UG 7470kb	GARNISHMENT T.TAR DITE-DROF FD OF FAVETTE	-50.00 -12.50	-50.00
	10	7470L	LIAB DUE-LEGAL SHIELD	-17.40	-8,449.59
	10	7470LT	LIAB DUE-LEGAL SHIELD-21 PAY	-17.22	-25.83
	10 10	7470M	MISCELLANEOUS	700.62	700.62
	10	7470P 7470PT	ITABILITY - PRODUNITAL LIFE ITABILITY-GROUP LIFE 21 PAYS	-0,613.53 -10.86	-0,500.39 -16.54
	10	7470Q	LIAB DUE - KY EMPLOYEE	25,238.14	-45,363.70
	10	7470TV	VISION STATE 21 PAYS	-11.09	-18.06
	10 10	7470V 7470VC	LIABILITY - VISION INSURANCE	8,245.5/ 00	-24,U46.12 -3 689 28
	10	7470VT	VISION INSURANCE 21 PAYS	-11.62	-17.43
	10	7470XT	DENTAL CARE PLUS-21 PAYS	-50.10	-75.15
	10 10	7470XX	BENEFIT PAY - DENTAL CARE PLUS	-691.38	-135,356.04
	10	7470YD	DENTAL STATE	-51.879.85	-77.022.00
	10	7470YT	HUMANA-2006 PLAN 21 PAYS	-417.17	-648.02
	10	7470YV	VISION STATE	-15,913.21	-23,503.26
	10 10	7471	FEDERAL TAX WITHHELD PAYABLE	2,589.60	.00
	10	7473	STATE TAX WITHHELD PAYABLE	346.14	.00
	10	7474A	KTRS	12,340.86	60,851.16
	10	7475A	CLASS RETIRED INS	-419,937.95	-1,500,240.78
	10 10	/48⊥ 7491	CURRENT BOND OBLICATIONS	.UU 39	-324,649.50 -1 706 77
	10	7491T	CURRNT BOND OBLIGATIONS 21 PAY	-1.24	-17.10



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FUND: 1 GENER	AL FUND		NET CHANGE FOR PERIOD	ACCOUNT BALANCE
LIABILITIES				
10 10	7493 7499	CURRENT PORT OF ACC SICK LEAVE OTHER CURRENT LIABILITIES	.00 124,625.01	-1,822,927.01 41,541.67
10 10 10	7499CA 7499CT 7499DL	AFA CAN/ACC/HOSP GAP (PRETAX) AFACAN/ACC/HOSP (PRETAX) 21 PA AFA DIS/LIFE/LTC (POST TAX)	35.29 -85.70 -2,086.95	-130.85
10 10 10	7499DT 7499FS	AFA DIS/LIFE/LITC (FOST TAX) AFA DIS/LIFE/LITC (FOST TAX) 21 AFA 457(B) (PRE-TAX)	-2,080.95 -150.71 -380.00	-243.77
10 10	7499RI 7499T	AFA ROTH IRA (POST TAX) OTHER CURR LIA-TPA LIABILITY	340.00	-41,166.13
10	7499ZT TOTAL LIABIL	AFA 403(B) (PRE-TAX)	14,357.49	1,717.71
FUND BALANCE				
10 10 10 10	6302 7602 7603 8753	REVENUES CONTROL EXPENDITURES CONTROL ENCUMBRANCES RESERVED FOR ENCUMBRANCES	-10,981,940.54 32,006,320.02 -1,059,175.04 1,059,175.04	61,674,250.69 9,461,795.72
	TOTAL FUND BA	ALANCE	21,024,379.48	-31,361,318.96
TOTAL I	IABILITIES + FU	ND BALANCE	19,364,222.57	-39,823,828.29



|\*\*FAYETTE COUNTY PRIMARY \*\* |BALANCE SHEET FOR 2021 3 P 3 |glbalsht

FUND: 2	SPECIA	L REVENUE		NET CHANGE FOR PERIOD	ACCOUNT BALANCE
ASSETS	20	6101	GAGU IN DANK	1 167 220 00	051 262 71
	20	6101	CASH IN BANK	-1,167,238.09	851,362.71
		TOTAL ASSETS		-1,167,238.09	851,362.71
LIABILITIES	20 20 20	7421 7421A 7461	ACCOUNTS PAYABLE ACCT PAYABLE-ACTIVE CARD PAY ACCR SALARIES & BENEFT PAYABLE	-896,911.36 -221,457.56 8,895.64	-1,009,186.10 -313,949.98
		TOTAL LIABILI	TIES	-1,109,473.28	-1,323,136.08
FUND BALANCI	20 20 20 20 20	6302 7602 7603 8753	REVENUES CONTROL EXPENDITURES CONTROL ENCUMBRANCES RESERVED FOR ENCUMBRANCES	-2,150,420.78 4,427,132.15 -291,324.76 291,324.76	-7,477,772.61 7,949,545.98 4,962,268.37 -4,962,268.37
		TOTAL FUND BA	LANCE	2,276,711.37	471,773.37
TO	TAL LI.	ABILITIES + FUN	D BALANCE	1,167,238.09	-851,362.71



|\*\*FAYETTE COUNTY PRIMARY \*\* |BALANCE SHEET FOR 2021 3 |P 4 |glbalsht

FUND: 22 I	FUND: 22 DIST ACTIVITY ACCOUNT				ACCOUNT BALANCE
ASSETS					
ADDEID	22 22	6101 6130	CASH IN BANK INTERFUND RECEIVABLES	39,775.18 .00	497,197.22 4,788,137.55
		TOTAL ASSETS		39,775.18	5,285,334.77
LIABILITIES	22 22 22	7421 7421A 7481D	ACCOUNTS PAYABLE ACCT PAY-ACTIVE CARD PAY ACI DEFERRED REVENUE	25,837.10 -20,516.79 .00	-3,052.77 -34,858.53 -5,093,815.86
		TOTAL LIABIL	ITIES	5,320.31	-5,131,727.16
FUND BALANCE	22 22 22 22 22	6302 7602 7603 8753	REVENUES CONTROL EXPENDITURES CONTROL ENCUMBRANCES RESERVED FOR ENCUMBRANCES	-128,940.90 83,845.41 -16,060.71 16,060.71	-306,196.33 152,588.72 109,045.55 -109,045.55
		TOTAL FUND B.	ALANCE	-45,095.49	-153,607.61
TOT	TAL LIA	ABILITIES + FU	ND BALANCE		5,285,334.77



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FUND: 25	FUND: 25 SCHOOL ACTIVITY FUND				ACCOUNT BALANCE	
ASSETS						
	25 25 25	6101 6130 6153	CASH IN BANK INTERFUND RECEIVABLES ACCOUNTS RECEIVABLE	.00 .00 .00	4,374,109.16 -4,788,137.55 416,775.72	
		TOTAL ASSETS	S	.00	2,747.33	
LIABILITIE	ES 25	7421	ACCOUNTS PAYABLE	.00	-2,747.33	
		TOTAL LIABII	LITIES	.00	-2,747.33	
FUND BALAN	NCE 25 25	8737 8770	RESTRICTED - OTHER UNRESERVED FUND BALANCE	.00	3,929,852.84 -3,929,852.84	
		TOTAL FUND I	BALANCE	.00	.00	
7	TOTAL LIA	BILITIES + FU	UND BALANCE	00		



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FUND: 310	CAPITAL	OUTLAY FUND	NET CHANGE FOR PERIOD	ACCOUNT BALANCE	
ASSETS	31	6101	CASH IN BANK	.00	1,885,115.00
	31	TOTAL ASSETS		.00	1,885,115.00
FUND BALAN	ICE 31 31 31	6302 7602 8738	REVENUES CONTROL EXPENDITURES CONTROL RESTRICTED-SFCC ESCROW-CURRENT	.00 .00 .00	-1,841,779.00 1,288,373.62 -1,331,709.62
		TOTAL FUND E	BALANCE	.00	-1,885,115.00
TOTAL LIABILITIES + FUND BALANCE				.00	



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FUND: 320	BUILDIN	G FUND (5 CEI	NET CHANGE FOR PERIOD	ACCOUNT BALANCE	
ASSETS	32	6101	CASH IN BANK	-4,211,754.05	-8,950,489.85
	02	TOTAL ASSETS		-4,211,754.05	-8,950,489.85
FUND BALAI	FUND BALANCE           32         6302         REVENUES CONTROL           32         7602         EXPENDITURES CONTROL           32         8738         RESTRICTED-SFCC ESCROW-CURRENT				-374,407.17 12,126,147.51 -2,801,250.49
TOTAL FUND BALANCE				4,211,754.05	8,950,489.85
5	TOTAL LIA	BILITIES + FU	4,211,754.05	8,950,489.85	



|\*\*FAYETTE COUNTY PRIMARY \*\* |BALANCE SHEET FOR 2021 3 |P 8 |glbalsht

FUND: 360 (	CONSTR	UCTION FUND	NET CHANGE FOR PERIOD	ACCOUNT BALANCE	
ASSETS	2.6	5101		5 252 255 55	00 401 450 44
	36	6101	CASH IN BANK	-5,379,067.55	93,491,453.44
		TOTAL ASSETS		-5,379,067.55	93,491,453.44
LIABILITIES					
	36 36	7421 7421A	ACCOUNTS PAYABLE ACCT PAYABLE-ACTIVE CARD PAY	-11,901.12 -56,187.90	-11,901.12 -789,230.74
		TOTAL LIABIL	ITIES	-68,089.02	-801,131.86
FUND BALANCE	E				
	36 36 36 36	6302 7602 7603 8753	REVENUES CONTROL EXPENDITURES CONTROL ENCUMBRANCES RESERVED FOR ENCUMBRANCES	.00 5,447,156.57 -4,528,029.31 4,528,029.31	-104,771,567.19 12,081,245.61 72,614,276.98 -72,614,276.98
		TOTAL FUND BA	ALANCE	5,447,156.57	-92,690,321.58
TOTAL LIABILITIES + FUND BALANCE				5,379,067.55	93,491,453.44



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FUND: 400 DEBT SERVICE FUND				NET CHANGE FOR PERIOD	ACCOUNT BALANCE
ASSETS					
	40	6101	CASH IN BANK	8,045.75	236,106.89
		TOTAL ASSETS	5	8,045.75	236,106.89
FUND BALA	ANCE				
	40 40	6302 7602	REVENUES CONTROL EXPENDITURES CONTROL	-4,311,477.16 4,303,431.41	-9,603,487.84 9,367,380.95
TOTAL FUND BALANCE				-8,045.75	-236,106.89
	TOTAL LIA	BILITIES + FU	JND BALANCE		-236,106.89



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FUND: 51	FOOD SE	ERVICE FUND		NET CHANGE FOR PERIOD	ACCOUNT BALANCE
ASSETS					
ASSETS	51 51 51 51 51 51	6101 6104 6130 6153 6171 64000 6400P	CASH IN BANK PETTY CASH ACCOUNT INTERFUND RECEIVABLES ACCOUNTS RECEIVABLE INVENTORIES FOR CONSUMPTION DEFERRED OUTFLOWS OPEB DEFERRED OUTFLOWS PENSION LIB	-216,010.88 .00 -904,037.71 .00 .00	4,377,065.57 5,012.00 -3,002,226.50 811,362.34 488,425.77 1,394,151.41 1,656,782.40
		TOTAL ASSETS		-1,120,048.59	5,730,572.99
LIABILITI	51 51 51 51 51 51	7421 75410 7541P 77000 7700P	ACCOUNTS PAYABLE UNFUNDED PENSION LIAB OPEB UNFUNDED PENSION LIAB PENSION DEFERRED INFLOW OPEB DEFFERED INFLOW PENSION	11,581.10 .00 .00 .00	815.63 -4,897,072.65 -5,680,494.45 -909,858.54 -1,158,136.47
TOTAL LIABILITIES				11,581.10	-12,644,746.48
FUND BALAN	NCE 51 51 51 51 51 51 51	6302 7602 7603 87370 8737P 8739 8753	REVENUES CONTROL EXPENDITURES CONTROL ENCUMBRANCES RESTRICTED OPEB RESTRICTED - OTHER RESTRICTED-NEW ASSETS(FD SVC) RESERVED FOR ENCUMBRANCES	-182,415.02 1,290,882.51 -234,335.42 .00 .00 .00 .234,335.42	-5,140,450.11 2,453,911.80 5,198,685.25 4,118,714.42 5,475,913.88 6,083.50 -5,198,685.25
TOTAL FUND BALANCE				1,108,467.49	6,914,173.49
TOTAL LIABILITIES + FUND BALANCE			1,120,048.59	5,730,572.99	



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FUND: 52	After S	chool Care		NET CHANGE FOR PERIOD	ACCOUNT BALANCE
ASSETS					
7,00010	52 52 52	6101 64000 6400P	CASH IN BANK DEFERRED OUTFLOWS OPEB DEFERRED OUTFLOWS PENSION LIB	-35,739.18 .00 .00	1,992,060.72 112,496.56 288,296.27
		TOTAL ASSETS		-35,739.18	2,392,853.55
LIABILITIE	S 52 52 52 52 52 52 52	7421 7421A 75410 7541P 77000 7700P	ACCOUNTS PAYABLE ACCT PAYABLE-ACTIVE CARD PAY UNFUNDED PENSION LIAB OPEB UNFUNDED PENSION LIAB PENSION DEFERRED INFLOW OPEB DEFFERED INFLOW PENSION	-5,119.94 -8,288.81 .00 .00 .00 .00	
FUND BALAN	CE 52 52 52 52 52 52 52	6302 7602 7603 87370 8737P 8753	REVENUES CONTROL EXPENDITURES CONTROL ENCUMBRANCES RESTRICTED OPEB RESTRICTED - OTHER RESERVED FOR ENCUMBRANCES	-9,590.03 58,737.96 30,490.37 .00 .00 -30,490.37	-2,059,937.87 84,750.74 73,718.02 401,593.25 981,446.40 -73,718.02
		TOTAL FUND B	49,147.93	-592,147.48	
TOTAL LIABILITIES + FUND BALANCE				35,739.18	



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FUND: 7000	) FIDUCIA	RY FUND-PE	NSION,	INVEST	NET CHANGE FOR PERIOD	ACCOUNT BALANCE
ASSETS	70 70	6101 6101	0002	CASH IN BANK CASH IN BANK	11,903.50 877.21	24,085.00 1,304.55
	70 70 70 70 70	6101 6101 6101 6111	0003 0007 0008 0011 0002	CASH IN BANK CASH IN BANK CASH IN BANK CASH IN BANK INVESTMENTS	.00 .00 .00 .00	1,304.33 249,698.63 40,121.01 19,341.79 1,096,460.36
		TOTAL ASS	ETS		12,780.71	1,431,011.34
FUND BALAN	ICE 70 70	6302 8737		REVENUES CONTROL RESTRICTED - OTHER	-12,780.71 .00	-301,614.99 -1,129,396.35
TOTAL FUND BALANCE				-12,780.71	-1,431,011.34	
TOTAL LIABILITIES + FUND BALANCE						1,431,011.34



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FUND: 8	GOVERNM	ENTAL ASSET A	NET CHANGE FOR PERIOD	ACCOUNT BALANCE	
ASSETS					
	80	6201	LAND	.00	19,431,536.08
	80 80	6211 6212	LAND IMPROVEMENTS ACCUMULATED DEPR LAND IMPROV	.00	1,096,909.07 -279,690.28
	80	6221	BUILDINGS & IMPROVEMENTS	.00	889,726,053.15
	80	6222	ACCUMULATED DEPR - BUILDINGS	.00	-318,001,227.78
	80	6231	TECHNOLOGY EQUIPMENT	.00	14,134,154.06
	80	6232	ACCUMULATED DEPR TECH EQUIP	.00	-12,938,099.09
	80	6241	VEHICLES	.00	28,509,801.57
	80	6242	ACCUMULATED DEPR-VEHICLES	.00	-19,487,694.97
	80 80	6251	GENERAL EQUIPMENT	.00	5,140,036.08
	80	6252 6261	ACCUMULATED DEPR GEN EQUIP CONSTRUCTION IN PROGESS	.00	-4,428,906.49 29,510,862.27
	80	0201	CONSTRUCTION IN PROGESS		29,510,802.27
		TOTAL ASSETS	S	.00	632,413,733.67
FUND BALA	ANCE				
FOND DALL	80	8710	INVESTMENTS IN GOV'T ASSETS	.00	-632,413,733.67
		TOTAL FUND	BALANCE	.00	-632,413,733.67
TOTAL LIABILITIES + FUND BALANCE				00	632,413,733.67



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FUND: 81	FOOD SE	RVICE ASSET A	NET CHANGE FOR PERIOD	ACCOUNT BALANCE	
ASSETS					
	81 81	6231 6232	TECHNOLOGY EQUIPMENT	.00	199,864.27
	81	6241	ACCUMULATED DEPR TECH EQUIP VEHICLES	.00	-141,641.93 113,480.00
	81	6242	ACCUMULATED DEPR-VEHICLES	.00	-26,478.67
	81	6251	GENERAL EQUIPMENT	.00	13,464,548.67
	81	6252	ACCUMULATED DEPR GEN EQUIP	.00	-9,127,205.74
		TOTAL ASSETS	5	.00	4,482,566.60
FUND BALANC	E				
	81	8711	INVESTMENTS IN BUS TYPE ASSETS	.00	-4,482,566.60
		TOTAL FUND E	BALANCE	.00	-4,482,566.60
TOTAL LIABILITIES + FUND BALANCE				.00	-4,482,566.60



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FUND: 9	LONG-TE	RM DEBT ACCO	NET CHANGE FOR PERIOD	ACCOUNT BALANCE	
ASSETS	90	6194	BOND PREMIUM/DISCOUNT	.00	403,350.00
	20	0104	DOND FREMION DISCOUNT		
		TOTAL ASSET	S	.00	403,350.00
LIABILITI	ES			<del></del>	
BIADIBITI	90 90 90 90 90 90 90 90	6303 6304 7443 7455 7491 7495 7511 7513 7551	AMT AVAILABLE IN DEBT SERVICE AMT RETIRE LONG-TERM DEBT UNAMORTIZED PREMIUM SHORT-TERM INT PAYABLE (ACCRD) CURRENT BOND OBLIGATIONS CURRENT CAPITAL LEASE (KISTA) NONCURRENT BOND OBLIGATION GAIN/LOSS DEBT REFUNDING NONCURRENT LEASE (KISTA) COMPENSATED ABSENCES	.00 .00 .00 .00 .00 .00 .00	30,052,572.12 411,080,000.00 -16,995,924.47 -4,461,423.64 -22,980,000.00 -1,490,818.00 -388,100,000.00 4,763,609.42 -7,668,689.00 -4,602,676.43
	50				
		TOTAL LIABI	—— FIIIF2	.00	-403,350.00
TOTAL LIABILITIES + FUND BALANCE					

<sup>\*\*</sup> END OF REPORT - Generated by Tiffany Davis \*\*



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

MEETING: Regular DATE: 10/19/2020

**TOPIC: School Activity Funds Report** 

PREPARED BY: Rodney Jackson

Recommended Action on: 10/26/2020

**Informational Item** 

**Superintendent Prior Approval: No** 

Recommendation/Motion: N/A

Background/Rationale: School Activity 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

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SCHOOL ACTIVITY FUNDS REPORT FOR AUGUST 2020					
SCHOOLS	AUG 2019	RECEIPTS	EXPENSES	END BAL	
ELEMENTARY					
Arlington	\$19,850.46	\$954.92	\$20.00	\$20,785.38	
Ashland	\$18,576.98	\$1.71	\$23.00	\$18,555.69	
Athens-Chilesburg	\$113,514.67	\$7,184.56	\$27,919.94	\$92,779.29	
BTW Elementary	\$10,923.52	\$609.71	\$400.00	\$11,133.23	
Breckinridge	\$17,874.58	\$302.93	\$0.00	\$18,177.51	
Brenda Cowan Elem	\$47,358.49	\$66.29	\$0.00	\$47,424.78	
Cardinal Valley	\$38,757.63	\$3.28	\$0.00	\$38,760.91	
Cassidy	\$84,584.60	\$7.96	\$0.00	\$84,592.56	
Clays Mill	\$50,769.85	\$5,168.18	\$122.03	\$55,816.00	
Coventry Oak Elem	\$41,639.21	\$3,100.10	-\$10.00	\$42,099.02	
Deep Springs (amended)	\$10,356.80	\$6,866.70	\$499.10	\$16,724.40	
Dixie Magnet	\$24,780.98	\$8,970.19	\$5,995.44	\$27,755.73	
Garden Springs	\$33,636.97	\$8,645.05	\$8,990.94	\$33,291.08	
Garrett Morgan Elem	\$86.067.79	\$7.32	\$0.00	\$86,075.11	
Glendover	\$31,281.17	\$37.62	\$2,000.00	\$29,318.79	
Harrison	\$15,876.97	\$5,813.89	\$2,487.92	\$19,202.94	
James Lane Allen	\$28,871.28	\$2.45	\$0.00	\$28,873.73	
Julius Marks	\$56,838.95	\$724.19	\$1,049.11	\$56,514.03	
Lansdowne	\$40,271.67	\$6,107.70	\$898.63	\$45,480.74	
Liberty	\$49,581.13	\$363.92	\$6,000.00	\$43,945.05	
Mary Todd	\$10,437.23	\$215.89	\$75.00	\$10,578.12	
Maxwell	\$59,499.58	\$2,722.55	\$14,408.51	\$47,813.62	
Meadowthorpe	\$43,223.80	\$233.51	\$7,041.50	\$36,415.81	
Academy for Leadership @ Millcreek	\$12,816.19	\$603.09	\$1,158.57	\$12,260.71	
Northern	\$24,889.43	\$102.10	\$563.15	\$24,428.38	
Picadome	\$20,293.90	\$5,001.99	\$905.55	\$24,390.34	
Rosa Parks	\$64,889.68	\$6.15	\$440.04	\$64,455.79	
Russell Cave	\$12,990,19	\$101.09	\$652.26	\$12,439.02	
Sandersville	\$33,923.52	\$540.78	\$2,799.52	\$31,664.78	
Southern	\$22,876.60	-\$20.76	\$2,518.60	\$20,337.24	
Squires (amended)	\$48,991.25	\$916.73	\$8,573.00	\$41,334.98	
Stonewall	\$49,957.33	\$4.23	\$336.00	\$49,625.56	
Tates Creek	\$14,098.99	\$3,925.64	\$429.75	\$17,594.88	
Veterans Park	\$20,383.31	\$1.32	\$6,019.00	\$14,365.63	
Wellington	\$65,745.55	\$6,181.91	\$35,633.46	\$36,294.00	
William Wells Brown	\$14,767.12	\$1.24	\$270.59	\$14,497.77	
Yates	\$22,957.89	\$642.07	-\$25.18	\$23,625.14	
SUB TOTAL	\$1,364,155.26	\$73,467.91	\$138,195.43	\$1,299,427.74	
MIDDLE					
Beaumont	\$112,106.51	\$10,286.68	\$15,689.01	\$106,704.18	
Bryan Station	\$74,571.69	\$1,332.40	\$350.00	\$75,554.09	
Crawford	\$66,996.30	\$5.79	\$88.31	\$66,913.78	
Edythe J. Hayes	\$135,134.99	\$1,669.45	\$12,313.05	\$124,491.39	
Jessie Clark	\$114,488.20	\$19.71	\$3,077.55	\$111,430.36	
Leestown	\$64,765.03	\$185.47	\$2,881.00	\$62,069.50	
LTMS	\$35,244.60	\$18.20	\$724.80	\$34,538.00	
Morton	\$107,962.10	\$9.03	\$5,435.80	\$102,535.33	
SCAPA	\$76,660.92	\$67.61	\$625.72	\$76,102.81	
Southern	\$155,159.04	\$9,909.86	\$9,170.92	\$155,897.98	
Tates Creek Winburn	\$74,265.21 \$57,116.10	\$1,336.94 \$380.07	\$579.38 \$3,000.00	\$75,022.77 \$54,496.17	

SUB TOTAL	\$1,074,470.69	\$25,221.21	\$53,935.54	\$1,045,756.36
нідн				
Bryan Station	\$182,724.05	\$34,702.83	\$34,375.40	\$183,051.48
Frederick Douglass	\$138,470.31	\$38,077.61	\$46,150.49	\$130,397.43
Henry Clay	\$362,389.54	\$133,031.40	\$118,986.66	\$376,434.28
Lafayette	\$194,371.30	\$17,944.78	\$35,951.23	\$176,364.85
P.L. Dunbar	\$467,597.55	\$10,994.85	\$80,800.44	\$397,791.96
Tates Creek	\$198,813.77	\$36,961.38	\$32,892.63	\$202,882.52
SUB TOTAL	\$1,544,366.52	\$271,712.85	\$349,156.85	\$1,466,922.52
VOCATIONAL/ALT.				
Carter G. Woodson	\$17,551.06	\$1.49	\$0.00	\$17,552.55
Eastside Tech Ctr.	\$94,040.62	\$282.18	\$0.00	\$94,322.80
Locust Trace Agriscience	\$62,624.26	\$2,387.79	\$505.87	\$64,506.18
MLK Jr. Academy	\$318,211.97	\$10,277.15	\$125.00	\$328,364.12
Southside Tech.Ctr.	\$16,654.12	\$1.41	\$0.00	\$16,655.53
Steam Academy	\$28,773.50	\$3,423.05	\$0.00	\$32,196.55
Success Academy	\$1,168.67	\$0.10	\$0.00	\$1,168.77
The Learning Center	\$12,336.01	\$1,501.15	\$0.00	\$13,837.16
SUB TOTAL	\$551,360.21	\$17,874.32	\$630.87	\$568,603.66
GRAND TOTAL	\$4,534,352.68	\$388,276.29	\$541,918.69	\$4,380,710.28



# 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: 03.11/03.131/03.1311/03.1312/03.1313/03.17/03.171/03.173/03.174/03.175/03.21/03.231/03.23

11/03.2312/03.2313/03.2711/03.273/03.2141/03.4/03.5

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	1			
Adjunct Cert	5			
Resignation	6	15		13

#### AN EQUAL OPPORTUNITY SCHOOL DISTRICT

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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	То	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	То	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 PHYSCIAL EDUC INSTRUCTOR	RISE STEM ACADEMY FOR GIRLS/ VIRTUAL LEARNING ACADEMY/FP RISE ELEM PHYSCIAL 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
GRIFFITH, ROSE	ASL INSTRUCTOR	VIRTUAL LEARNING ACADEMY	9/28/2020
KILGORE, GERTRUDE	SOCIAL STUDIES INSTRUCTOR	VIRTUAL LEARNING ACADEMY	9/15/2020
OATLEY, CHRIS	ART INSTRUCTOR	SCAPA	10/19/2020
POOLE, LARRY	ASL 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	То	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 TRAINE	R 8/31/2020
AYALA	ROLANDO	BUS GARAGE/LEAD BUS DRIVER TRAINER	BUS GARAGE/LEAD BUS DRIVER TRAINE	R 8/31/2020
BARNES	RICKY	BUS GARAGE/BUS DRIVER	BUS GARAGE/LEAD BUS DRIVER TRAINE	R 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	GROUNDS WORKER 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	MADELYN	MID DISCR COACH (YEAR-LONG) #2	EDYTHE J HAYES MIDDLE SCHOOL

BANAHAN	AMANDA	HS CHEERLDING SPONSOR(ASST)	LAFAYETTE HIGH SCHOOL
BARCUS BARFIELD	RACHEL DOROTHY	ELEM TECHNOLOGY COORD HS ASST SOCCER (GIRLS)	COVENTRY OAK ELEMENTARY 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)	EDYTHE 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	EDYTHE 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
			TITOMIAI I DADNITNO ACADOMI
BECKHAM	MONIQUE	MIDDLE ZERO HOUR	VIRTUAL LEARNING ACADEMY
BEHELER	MONIQUE DONNA	MIDDLE ZERO HOUR  ELEM GRADE LEVEL REP	DIXIE MAGNET ELEMENTARY
	_		
BEHELER	DONNA	ELEM GRADE LEVEL REP	DIXIE MAGNET ELEMENTARY
BEHELER BEHLER	DONNA JASON	ELEM GRADE LEVEL REP	DIXIE MAGNET ELEMENTARY OPPORTUNITY MIDDLE COLLEGE
BEHELER BEHLER BENNETT	DONNA  JASON STEPHEN	ELEM GRADE LEVEL REP HS ZERO HOUR MID CLUB SPONSOR	DIXIE MAGNET ELEMENTARY OPPORTUNITY MIDDLE COLLEGE EDYTHE J HAYES MIDDLE SCHOOL
BEHELER BEHLER BENNETT BIDDLE	DONNA  JASON  STEPHEN  AMANDA	ELEM GRADE LEVEL REP HS ZERO HOUR MID CLUB SPONSOR MID PROGRAM REVIEW COORD	DIXIE MAGNET ELEMENTARY  OPPORTUNITY MIDDLE COLLEGE  EDYTHE J HAYES MIDDLE SCHOOL  EDYTHE J HAYES MIDDLE SCHOOL
BEHELER BEHLER BENNETT BIDDLE BIDDLE	DONNA JASON STEPHEN AMANDA AMANDA	ELEM GRADE LEVEL REP  HS ZERO HOUR  MID CLUB SPONSOR  MID PROGRAM REVIEW COORD  MID PROGRAM REVIEW COORD #2	DIXIE MAGNET ELEMENTARY  OPPORTUNITY MIDDLE COLLEGE  EDYTHE J HAYES MIDDLE SCHOOL  EDYTHE J HAYES MIDDLE SCHOOL  EDYTHE J HAYES MIDDLE SCHOOL
BEHELER BEHLER BENNETT BIDDLE BIDDLE BIDDLE BIDDLE	DONNA JASON STEPHEN AMANDA AMANDA AMANDA AMANDA	ELEM GRADE LEVEL REP  HS ZERO HOUR  MID CLUB SPONSOR  MID PROGRAM REVIEW COORD  MID PROGRAM REVIEW COORD #2  MID PROF DEVELOPMENT CHAIR  MID SUBJECT AREA REPR	DIXIE MAGNET ELEMENTARY  OPPORTUNITY MIDDLE COLLEGE  EDYTHE J HAYES MIDDLE SCHOOL  LEXINGTON TRAD MAGNET MIDDLE
BEHELER BEHLER BENNETT BIDDLE BIDDLE BIDDLE BIDDLE BIDDLE BIDDLE	DONNA  JASON  STEPHEN  AMANDA  AMANDA  AMANDA  AMANDA  AMANDA  AMANDA	ELEM GRADE LEVEL REP  HS ZERO HOUR  MID CLUB SPONSOR  MID PROGRAM REVIEW COORD  MID PROGRAM REVIEW COORD #2  MID PROF DEVELOPMENT CHAIR  MID SUBJECT AREA REPR  EDYTHE J HAYES MIDDLE SCHOOL	DIXIE MAGNET ELEMENTARY  OPPORTUNITY MIDDLE COLLEGE  EDYTHE J HAYES MIDDLE SCHOOL  LEXINGTON TRAD MAGNET MIDDLE  MID PROGRAM REVIEW COORD
BEHELER BEHLER BENNETT BIDDLE BIDDLE BIDDLE BIDDLE BIDDLE BIDDLE BIDDLE	DONNA  JASON  STEPHEN  AMANDA  AMANDA  AMANDA  AMANDA  AMANDA  AMANDA  AMANDA  AMANDA  AMANDA	ELEM GRADE LEVEL REP  HS ZERO HOUR  MID CLUB SPONSOR  MID PROGRAM REVIEW COORD  MID PROGRAM REVIEW COORD #2  MID PROF DEVELOPMENT CHAIR  MID SUBJECT AREA REPR  EDYTHE J HAYES MIDDLE SCHOOL  EDYTHE J HAYES MIDDLE SCHOOL	DIXIE MAGNET ELEMENTARY  OPPORTUNITY MIDDLE COLLEGE  EDYTHE J HAYES MIDDLE SCHOOL  LEXINGTON TRAD MAGNET MIDDLE  MID PROGRAM REVIEW COORD  MID PROGRAM REVIEW COORD #2

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 BROWN	ZACHARY FELICIA	HS ASST SOCCER (BOYS) #2 HS TRACK & FIELD (ASST)	FREDERICK DOUGLASS HIGH SCHOOL 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 CANE	ALLIE TERRINA	ELEM BLDG ASSESSMENT COORD MILLCREEK ELEMENTARY	VETERANS PARK 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 CATLETT JR	CECILIA DONALD	ELEM SBDM SECRETARY ELEM TRANSPORTATION CAPTAIN	BOOKER T WASHINGTON ELEMENTARY WILLIAM WELLS BROWN ELEMENTARY
CHENAULT CHILLE	JARVIS TAYLOR	MID HEAD BASKETBALL (GIRLS) HS VOLLEYBALL (ASST)	BRYAN STATION TRADL MIDDLE 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 CRUMBIE	ALIEA SONYA	MID ASST VOLLEYBALL ELEM TECHNOLOGY COORD	LEESTOWN MIDDLE CARDINAL VALLEY ELEMENTARY
CUNNINGHAM CUTLER	AARON STEPHANIE	HS BAND DIRECTOR HS ASST SOCCER (GIRLS)	TATES CREEK HIGH 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 DEANS	LESLIE PATRICK	HS ASST SOCCER (GIRLS) ELEM TECHNOLOGY COORD	LAFAYETTE HIGH SCHOOL 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 DIAMOND	CHERYL JOSEPH	MID TEAM LEADER (5 PERSON) HS ORCHESTRA-UPPER STRING	LEXINGTON TRAD MAGNET MIDDLE 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 EDWARDS	ELIZABETH BRETT	ELEM SBDM SECRETARY HS ASST SOCCER (GIRLS)	NORTHERN ELEMENTARY 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 EMERSON	CHRISTINA WILLIAM	MID TEAM LEADER (4 PERSON) WILLIAM WELLS BROWN ELEMENTARY	TATES CREEK MIDDLE ELEM EXTRACURRICULAR SUPV
ENGLE ENGLE	MEGAN DESTINI	ELEM CURRICULUM SPEC LEESTOWN MIDDLE	ATHENS CHILESBURG ELEM 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 FORD	ROBERT CHLOE	MID ASST FOOTBALL HS STUDENT COUNCIL SPONSOR	JESSIE M CLARK MIDDLE 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 HOGG	DANIEL SARAH	ELEM HEALTH/PE CONTENT LEADER ELEM TRANSPORTATION CAPTAIN	DISTRICT WIDE 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 JACKSON	RACHEL TIFFANY	ELEM STUDENT ASSISTANCE TEAM BRYAN STATION TRADL MIDDLE	BRENDA COWAN ELEMENTARY 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 JOHNSON	QUENTIN EARL	HS ACAD COMPETITION SPONSOR LEXINGTON TRAD MAGNET MIDDLE	TATES CREEK HIGH 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 JONES	LINDSAY MORGAN	ELEM GRADE LEVEL REP ELEM TRANSPORTATION CAPTAIN	BRENDA COWAN ELEMENTARY 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 LEE-WILLIAMS	LORI TALETT	ELEM BLDG ASSESSMENT COORD ELEM TRANSPORTATION CAPTAIN	ARLINGTON ELEMENTARY 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 LEWIS	ERICA MICHELLE	ELEM BLDG ASSESSMENT COORD HS ZERO HOUR	COVENTRY OAK ELEMENTARY 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 LOCKER	AMANDA CHELSY	ELEM BLDG ASSESSMENT COORD ELEM WEB MASTER	DIXIE MAGNET ELEMENTARY 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 MATTINGLY	LEIGH ALICE	MID BLDG ASSESSMENT COORD HS/MID SBDM SECRETARY	LEXINGTON TRAD MAGNET MIDDLE 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 MIRANDA	ANTONIO ERICA	MID TEAM LEADER (5 PERSON) ELEM TRANSPORTATION CAPTAIN	BRYAN STATION TRADL MIDDLE BOOKER T WASHINGTON ELEMENTARY
MITSUMORI	NOBUO	HS DEPARTMENT CHAIR	LAFAYETTE HIGH SCHOOL
MOBLEY	TYLER	MID TEAM LEADER (5 PERSON)	LEXINGTON TRAD MAGNET MIDDLE
MOCK MOFIELD-BOSWELL	JENNY SHARON	MIDDLE ZERO HOUR ELEM EX CURR COORD-CLAS SAL	VIRTUAL LEARNING ACADEMY MILLCREEK ELEMENTARY
MOORE MOORE	JESSICA CATHLEEN	MID CLUB SPONSOR HS/MID SBDM SECRETARY	EDYTHE J HAYES MIDDLE SCHOOL 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 OLDHAM	ASHLEY SUSAN	ELEM PROF DEVELOPMENT CHAIR ELEM TRANSPORTATION CAPTAIN	BOOKER T WASHINGTON ELEMENTARY 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	NICHOLAS JEFFREY	MID DISCR COACH (FALL)  ELEM STLP COORDINATOR	EDYTHE J HAYES MIDDLE SCHOOL DEEP SPRINGS ELEMENTARY
PEAKE PEDEN		, ,	
	JEFFREY	ELEM STLP COORDINATOR	DEEP SPRINGS ELEMENTARY
PEDEN	JEFFREY DEENA	ELEM STLP COORDINATOR ELEM GRADE LEVEL REP	DEEP SPRINGS ELEMENTARY BRENDA COWAN ELEMENTARY
PEDEN PENA RIVERA	JEFFREY DEENA CARLOS	ELEM STLP COORDINATOR  ELEM GRADE LEVEL REP  MIDDLE ZERO HOUR	DEEP SPRINGS ELEMENTARY BRENDA COWAN ELEMENTARY VIRTUAL LEARNING ACADEMY

PETERS	CRYSTAL	ELEM SPECIAL AREA SPONSOR	DIXIE MAGNET ELEMENTARY
PETERS	JESSE	HS STUDENT COUNCIL SPONSOR	LAFAYETTE HIGH SCHOOL
PETKE PETKE	SHAWNA SHAWNA	MIDDLE ZERO HOUR MIDDLE ZERO HOUR	VIRTUAL LEARNING ACADEMY 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 RUNYON	LAURA TIFFANY	ELEM WEB MASTER COVENTRY OAK ELEMENTARY	CLAYS MILL ELEMENTARY ELEM EXTRACURR SUPV-CLAS SAL
RUSSELL	LANA	MID DISCR COACH (YEAR-LONG)	EDYTHE J HAYES MIDDLE SCHOOL
SANTIAGO SANTOS	ABIGAIL ILLYSSIA	MIDDLE ZERO HOUR ELEM EXTRACURRICULAR SUPV	VIRTUAL LEARNING ACADEMY WILLIAM WELLS BROWN ELEMENTARY
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SANTOS	ILLYSSIA	ELEM EXTRACURRICULAR SUPV	WILLIAM WELLS BROWN ELEMENTARY
SANTOS SCHADLER	ILLYSSIA	ELEM EXTRACURRICULAR SUPV MID TEAM LEADER (4 PERSON)	WILLIAM WELLS BROWN ELEMENTARY TATES CREEK MIDDLE
SANTOS SCHADLER SCHMIDT	ILLYSSIA KENDRA ANN	ELEM EXTRACURRICULAR SUPV  MID TEAM LEADER (4 PERSON)  MID SUBJECT AREA REPR	WILLIAM WELLS BROWN ELEMENTARY  TATES CREEK MIDDLE  TATES CREEK MIDDLE
SANTOS  SCHADLER  SCHMIDT  SCHWAB	ILLYSSIA  KENDRA  ANN  SOPHIE	ELEM EXTRACURRICULAR SUPV  MID TEAM LEADER (4 PERSON)  MID SUBJECT AREA REPR  HS STUDENT COUNCIL SPONSOR	WILLIAM WELLS BROWN ELEMENTARY  TATES CREEK MIDDLE  TATES CREEK MIDDLE  LAFAYETTE HIGH SCHOOL
SANTOS  SCHADLER  SCHMIDT  SCHWAB  SCOLF	ILLYSSIA  KENDRA  ANN  SOPHIE  JESSICA	ELEM EXTRACURRICULAR SUPV  MID TEAM LEADER (4 PERSON)  MID SUBJECT AREA REPR  HS STUDENT COUNCIL SPONSOR  ELEM SPECIAL AREA SPONSOR	WILLIAM WELLS BROWN ELEMENTARY  TATES CREEK MIDDLE  TATES CREEK MIDDLE  LAFAYETTE HIGH SCHOOL  BRENDA COWAN ELEMENTARY
SANTOS  SCHADLER  SCHMIDT  SCHWAB  SCOLF  SCOLF	ILLYSSIA  KENDRA  ANN  SOPHIE  JESSICA  JESSICA	ELEM EXTRACURRICULAR SUPV  MID TEAM LEADER (4 PERSON)  MID SUBJECT AREA REPR  HS STUDENT COUNCIL SPONSOR  ELEM SPECIAL AREA SPONSOR  ELEM PUBLICATION/YEARBOOK/COMM	WILLIAM WELLS BROWN ELEMENTARY  TATES CREEK MIDDLE  TATES CREEK MIDDLE  LAFAYETTE HIGH SCHOOL  BRENDA COWAN ELEMENTARY  BRENDA COWAN 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
SILVANIK	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 TATTERS	KIMBERLY DOUGLAS	ELEM CURRICULUM SPEC ELEM TRANSPORTATION CAPTAIN	DIXIE MAGNET ELEMENTARY ATHENS CHILESBURG ELEM
THAYER	ANDREA	ELEM GRADE LEVEL REP	VETERANS PARK ELEMENTARY
THEIS	KATHERINE	ELEM SBDM SECRETARY	CLAYS MILL ELEMENTARY
THOMAS THOMAS	EMILY TREFOR	HS ASST SOCCER (GIRLS)-CLAS SA HS ASST FOOTBALL	FREDERICK DOUGLASS HIGH SCHOOL 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 VALLE	AUSTIN JOSE	ELEM PROF DEVELOPMENT CHAIR ELEM WEB MASTER	BRENDA COWAN ELEMENTARY 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 WASHINGTON	SUSAN KATHERINE	ACADEMIC CHAL COORD-SCH LEVEL ELEM TECHN COORD-CLAS SAL	DIXIE MAGNET ELEMENTARY 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	EDYTHE J HAYES MIDDLE SCHOOL
WILSON WISEMAN	AARON STEPHANIE	HS ASST SOCCER (BOYS) ELEM TRANSPORTATION CAPTAIN	FREDERICK DOUGLASS HIGH SCHOOL ATHENS CHILESBURG ELEM
WITHERS WITHROW	CAITLIN TERRESSA	HS STUDENT COUNCIL SPONSOR ELEM TRANSPORTATION CAPTAIN	TATES CREEK HIGH 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 ZHU	RACHEL SILVIA	ELEM PROF DEVELOPMENT CHAIR HS ASST SOCCER (GIRLS)	COVENTRY OAK ELEMENTARY 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:

Assignment	Effective Date
SUB PARAEDUCATOR	8/28/2020
SUB BUS DRIVER	9/15/2020
SUB BUS MONITOR	9/18/2020
	SUB PARAEDUCATOR SUB BUS DRIVER

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		Assign	nment	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:

	Assignment	Effective Date
DEBORAH	SUBSTITUTE TEACHER	9/22/2020
DANA	RET SUBSTITUTE TEACHER	9/10/2020
JACOB	SUBSTITUTE TEACHER	9/16/2020
VIRGINIA	RET SUBSTITUTE TEACHER	9/1/2020
JULIE	SUBSTITUTE TEACHER	9/1/2020
ASHLEY	SUBSTITUTE TEACHER	9/14/2020
	DANA JACOB VIRGINIA JULIE	DEBORAH SUBSTITUTE TEACHER  DANA RET SUBSTITUTE TEACHER  JACOB SUBSTITUTE TEACHER  VIRGINIA RET SUBSTITUTE TEACHER  JULIE SUBSTITUTE TEACHER